



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

**Monday, April 21, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**CALL TO ORDER**

**INTRODUCTION OF GUESTS/VISITORS**

**ADOPTION OF AGENDA**

1. Motion adopting the Regular Meeting Agenda.

**APPROVAL OF MINUTES**

2. Motion approving the Minutes of the Regular Meeting of April 7, 2025.

**FINANCIAL AFFAIRS**

3. Motion approving the City Collector's Report.
4. Motion approving the City Clerk's and Treasurer's Reports.

**ACTION ITEMS**

**Power, Light, and Water Committee**

5. Motion accepting the certified election results for the April 8, 2025 Municipal Election, as certified by Cape Girardeau County Election Authority Kara Clark Summers.
6. Motion accepting the proposal of Alliance Water Resources, of Columbia, Missouri, relative to providing services under the Geographic Information System (GIS) Program for the remainder of the 2025 calendar year.
7. Bill proposing an Ordinance authorizing a contractual agreement with Alliance Water Resources, relative to the Geographic Information System (GIS) Program for the remainder of the 2025 calendar year.
8. Motion accepting the proposal of Retail Strategies, LLC, of Birmingham, Alabama, relative to providing services under the Retail Development Services Program.
9. Bill proposing an Ordinance authorizing a contractual agreement with Retail Strategies, LLC, relative to providing services under the Retail Development Services Program.

**Street, Sewer, and Cemetery Committee**

10. Motion to bring from the table a Bill proposing an Ordinance approving the rezoning of a 6.36-acre lot on Ridge Road, from R-2 (Single-Family Residential) District to R-4 (General Residential) District, as submitted by Robert W. and Belinda Phillips.
- [11.](#) Bill proposing an Ordinance approving the rezoning of a 6.36-acre lot on Ridge Road, from R-2 (Single-Family Residential) District to R-4 (General Residential) District, as submitted by Robert W. and Belinda Phillips.
12. Motion to bring from the table a Bill proposing an Ordinance special use permit to allow multiple buildings on a 6.36-acre lot on Ridge Road, in an R-4 (General Residential) District, as submitted by Robert W. and Belinda Phillips and Wren Capital Investments.
- [13.](#) Bill proposing an Ordinance special use permit to allow multiple buildings on a 6.36-acre lot on Ridge Road, in an R-4 (General Residential) District, as submitted by Robert W. and Belinda Phillips and Wren Capital Investments.
- [14.](#) Motion approving Change Order No. 2, to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, in the amount of \$79,350.00 for rock excavation, and to extend the contract time by 31 days, relative to the Jackson North Industrial Park Infrastructure Project.
- [15.](#) Motion approving an increase in expenditure, in the amount of \$17,370.00, under Task Order Authorization No. 24-02, to KimHEC, LLC, of St. Louis, Missouri, relative to providing additional engineering services under the NPDES Permit Renewal Project.
- [16.](#) Motion approving Task Order Authorization No. 25-03, in the amount of \$25,956.00, to Koehler Engineering & Land Surveying, Inc., of Cape Girardeau, Missouri, relative to providing construction phase engineering services under the Sunset Drive Bridge Replacement Project.
- [17.](#) Motion accepting the bid of Fronabarger Concreters, Inc., of Oak Ridge, Missouri, in the amount of \$23,250.00, plus \$250.00 per cubic yard of rock excavation, relative to the Nine Oaks First Subdivision Lot 47 Sanitary Sewer Lateral Project.
- [18.](#) Bill proposing an Ordinance authorizing a contractual agreement with Fronabarger Concreters, Inc., relative to the Nine Oaks First Subdivision Lot 47 Sanitary Sewer Lateral Project.

## **NON-AGENDA CITIZEN INPUT**

### **INFORMATION ITEMS**

19. Report by Mayor
20. Reports by Board Members
21. Report by City Attorney
22. Report by City Administrator
23. Discussion of future agenda items

## **ADJOURN SINE DIE**

Posted on 04/18/2025 at 4:00 PM.



**CITY OF JACKSON**  
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**Monday, April 7, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Steve Stroder, Mike Seabaugh, Eric Fraley, Katy Liley, David Hitt, David Reiminger, Shana Williams, and Wanda Young. Present-8; Absent-0.

The meeting is opened by Mayor Dwain L. Hahs with the Pledge of Allegiance and a Moment of Silent Prayer.

Mayor Dwain L. Hahs to recognize                     )  
 Guests and Visitors   )

Now comes forth Mayor Dwain L. Hahs to welcome guests and visitors.

Motion to Adopt the Agenda                                     )

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-8; Nays-0; Absent-0.

Public Hearing to Consider the Rezoning)  
 Of a 6.36-acre lot on Ridge Road, as                     )  
 Submitted by Robert W. and Belinda                     )  
 Phillips   )

Now comes forth a public hearing to consider the rezoning of a 6.36-acre lot on Ridge Road, from R-2 (Single-Family Residential) District to R-4 (General Residential) District, as submitted by Robert W. and Belinda Phillips.

This public hearing is being held in conjunction with the following public hearing as it pertains to the same property and should be considered together as the special use permit is contingent upon approval of the rezoning.

Public Hearing to Consider a Special                     )  
 Use Permit to allow multiple buildings on)  
 A 6.36-acre lot on Ridge Road, as                     )  
 Submitted by Robert W. and Belinda                     )  
 Phillips and Wren Capital Investments                     )

Now comes forth a public hearing to consider a request for a special use permit to allow multiple buildings on a 6.36-acre lot on Ridge Road, in an R-4 (General Residential) District, as submitted by Robert W. and Belinda Phillips and Wren Capital Investments.

Now comes forth Building and Planning Manager Larry Miller to state that the Planning & Zoning Commission voted to deny the rezoning. It is requested that the City Clerk admit the case material, all exhibit files, and other support information into the record so it may be incorporated as part of the proposed ordinance.

All witnesses to be sworn in by City Clerk Angela Birk prior to their testimony at this public hearing.

Now comes forth Shawn Wren, of 2950 Perryville Road, Cape Girardeau, Missouri and Owner of Wren Capital Investments to speak in favor of the proposed rezoning and special use permit. Mr. Wren addressed the concerns voiced by citizens at the Planning & Zoning Commission public hearing including, increased traffic, property values, upkeep of the property, spot zoning, and appearance. Mr. Wren notes that he was responsible for the development of the Broadridge Apartments and does not know of any traffic complaints resulting from that development. Mr. Wren explains that comps for the area are outdated and he believes that the property will be an asset. Mr. Wren states that he is his own property manager and maintains



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all of his properties. Mr. Wren gives examples of other multi-family units in single-family areas to address spot zoning. Mr. Wren states that the assessed value is three to four times the value of the previous property.

Alderman Fraley addresses Mr. Wren and asks how many units he is planning to build. Mr. Wren states that it depends on whether he builds townhomes or stacked units and gave a range of sixty to eighty units.

Now comes forth Jennifer Giza, of 1779 Ridge Road, to speak in opposition of the proposed rezoning and special use permit. She addressed concerns about two bodies of water near the location and the increased risk of drowning deaths. She proposed that the buildings would be better suited on a wider road with a flatter landscape.

Now comes forth Matt Enos, of 2035 Ridge Road, to speak in opposition of the proposed rezoning and special use permit. He expressed concerns about traffic, crime, noise, property value, and appearance. He is worried that there is not a solid plan and that there are better places to accommodate that many people in one area. Mr. Enos explains that this is not in line with the City's comprehensive plan and that Mr. Wren will eventually sell to an irresponsible owner.

Now comes forth Victoria Johnson, of 2035 Ridge Road, to speak in opposition of the proposed rezoning and special use permit. She explains that this is not in line with the City's comprehensive plan and mentions spot zoning as the lot is surrounded by R-2(Single-Family Residential) District zoning.

Now comes forth Mike Main, of 2629 Lakeshore Drive, to speak in opposition of the proposed rezoning and special use permit. He voices concerns about wild life, water pollution, soil erosion, and parking/traffic.

Now comes forth Delores Vaughn, of 1889 Ridge Road, to speak in opposition of the proposed rezoning and special use permit. She is worried about safety.

Now comes forth Melissa Turner, of 2105 Ridge Road, to speak in opposition of the proposed rezoning and special use permit. She has concerns about traffic.

Mike Main addressed the board again to express concerns about assessed property value and an increase in property taxes.

Now comes forth Dean Sprout, of 2268 Bent Creek Drive, to speak in opposition of the proposed rezoning and special use permit. He has concerns about the value of his condo, concerns for the wild life, and concerns about the addition of many vehicles.

Jennifer Giza addressed the board again to suggest that the property would be better suited for a gazebo.

Now comes forth Mr. Wren to address the concerns mentioned in opposition.

The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the Minutes of the     )  
 March 17, 2025, Regular Board Meeting )

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, March 17, 2025. Ayes-8; Nays-0; Absent-0.





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Motion to Approve Bills of March, 2025 )

Now is presented the list of bills paid in the various funds for the month of March, 2025. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the list of bills paid in the various funds for March, 2025. Ayes-8; Nays-0; Absent-0.

Ordinance No. 25-34 Re: To Amend )  
 Chapter 3 (Administration) of the Code )  
 Of Ordinances, relative to standing )  
 Committees )

The matter of amending Chapter 3 (Administration) of the Code of Ordinances, relative to standing committees, came on for consideration. Alderman Reiminger introduced Bill No. 25-34, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF  
 THE CITY OF JACKSON, MISSOURI, RELATIVE TO STANDING COMMITTEES;  
 AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-34 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-34 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-34 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Hitt-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderwoman Liley-aye; Alderman Stroder-aye; and Alderman Reiminger-aye.

**BILL NO. 25-34**

**ORDINANCE NO. 25-34**

**AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF  
 THE CITY OF JACKSON, MISSOURI, RELATIVE TO STANDING COMMITTEES;  
 AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN  
 OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That Chapter 3 Section 3-60, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

**“Sec. 3-60. Standing committees—Generally.**

At the second regular meeting in the month of April, 2025, and every year thereafter at the same meeting the mayor shall appoint the following standing committees: the power, light and water committee, consisting of four (4) members of the board of aldermen, and the street, sewer and cemetery committee, consisting of four (4) members of the board of aldermen. Such committees shall serve for a period of one (1) year until their successors are appointed and qualified.”



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Section 2. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: April 7, 2025.

SECOND READING: April 7, 2025.

PASSED AND APPROVED this 7th day of April, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
Mayor

ATTEST:

Angela Birk (signed)  
City Clerk

Ordinance No. 25-35 Re: To Amend     )  
 Chapter 3 (Administration) of the Code   )  
 Of Ordinances, relative to the formation   )  
 Of the Economic Development Board     )

The matter of amending Chapter 3 (Administration) of the Code of Ordinances, relative to the formation of the Economic Development Board, came on for consideration. Alderman Reiminger introduced Bill No. 25-35, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING CHAPTER 3, ARTICLE VI OF THE CODE OF  
 ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO  
 FORMATION OF ECONOMIC DEVELOPMENT BOARD; AND REPEALING ALL  
 ORDINANCES IN CONFLICT THEREWITH.**

On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-35 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-35 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-35 and was signed and approved by Mayor



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Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderwoman Liley-aye; Alderman Stroder-aye; and Alderman Reiminger-aye.

**BILL NO. 25-35**

**ORDINANCE NO. 25-35**

**AN ORDINANCE AMENDING CHAPTER 3, ARTICLE VI OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO FORMATION OF ECONOMIC DEVELOPMENT BOARD; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That Chapter 3, Article VI, Section 3-280 et seq., of the Code of Ordinances of the City of Jackson, Missouri, is hereby **added** to read as follows:

**"Sec.-3-280. Established.**

There is hereby established an advisory board to be known as the "Economic Development Board" (EDB). The mission of the EDB is to assist existing businesses, attract new businesses and stimulate capital investments in the City. The EDB's goals are improving the City's economic well-being through efforts that entail job creation, job retention, tax base enhancements, annexation, housing and quality of life.

**Sec.-3.281. Membership, Appointment, Qualifications, Term.**

- A. Members. The EDB shall consist of ten (10) voting members
- B. Appointment. The Mayor, with the consent and approval of a majority of the Board of Aldermen, shall appoint all members to the EDB, including, as follows:
  - 1. Mayor
  - 2. Board of Aldermen Representative
  - 3. Board of Aldermen Representative
  - 4. City Administrator
  - 5. Chamber of Commerce Representative
  - 6. UJRO Representative
  - 7. Jackson R-2 School Administration Representative
  - 8. City Citizen at Large
  - 9. County Citizen at Large
  - 10. County Citizen at Large

Appointment of a successor or reappointment of a member shall be effective on or about May 1 following expiration of the member's term. Members shall continue to hold office until reappointed or their successor is appointed. The Mayor, with the



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consent and approval of a majority of the Board of Aldermen, shall appoint a person to fill the unexpired term of that member.

- C. Qualifications. Members should show an interest in the purposes set forth in Sec.-3-280.
- D. Terms. Appointments by the Mayor shall be for terms of three (3) years; except that of the members first appointed, the Mayor shall designate four (4) to serve for a period of one (1) year, four (4) to serve for a period of two (2) years and the remaining to serve for a period of three (3) years.
- E. Removal. Any member of the EDB may be removed from office for misconduct, neglect of duty, or lack of qualifications by executive order of the Mayor after receiving the consent of a majority of the entire Board of Aldermen, or by six-eighths (6/8) vote of the Board of Aldermen on its own initiative.
- F. Chair and Vice Chair. The Mayor, with the consent and approval of a majority of the Board of Aldermen, shall appoint a Chair and Vice Chair annually on or about May 1 for a term of one (1) year. No member shall serve more than two (2) consecutive terms as Chair or Vice Chair.
- G. Staff. A designated City staff member shall interact with the EDB to support economic programming, services and development activities.
- H. Compensation. All members shall serve without compensation.

### **Sec.-3-281. Meetings.**

The EDB shall meet every other month and at such times as adopted in the rules and regulations set out in Sec. 3-283.

### **Sec.-3-282. Additional Duties.**

- A. The duties of the Economic Development Board shall be as follows:
  - 1. Advise and make recommendations to the Mayor and Board of Aldermen regarding the sale, acquisition, annexation and development of property.
  - 2. Advise and make recommendations to the Mayor and Board of Aldermen regarding strategies, objectives and policies to attract and retain business.
  - 3. Advise and make recommendations to the Mayor and Board of Aldermen regarding strategies, objectives and policies to attract housing developments needed for the growth of the City.
  - 4. Advise and make recommendations to the Mayor and Board of Aldermen regarding general policy guidelines for the City's economic development programs.
  - 5. Perform such other duties as from time to time the Mayor and Board of Aldermen may request consistent with the other duties of the EDB.

### **Sec.-3-283. Board of Aldermen To Promulgate Certain Rules And Procedures As Necessary.**



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Rules of Procedure may be adopted and amended from time to time by the Board of Aldermen, as necessary.

**Sec.-3-284. Report To Mayor And Board of Aldermen.**

The EDB shall submit, on or before April 1 of each year, a written report to the Board of Aldermen containing activities and updates of the board."

Section 2. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: April 7, 2025.

SECOND READING: April 7, 2025.

PASSED AND APPROVED this 7th day of April, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
Mayor

ATTEST:

Angela Birk (signed)  
City Clerk

Ordinance No. 25-36 Re: To Amend     )  
 Chapter 43 (Nuisance) of the Code     )  
 Of Ordinances, relative to hearing and     )  
 Appeals     )

The matter of amending Chapter 43 (Nuisance) of the Code of Ordinances, relative to hearing and appeals, came on for consideration. Alderman Reiminger introduced Bill No. 25-36, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING CHAPTER 43 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO NUISANCES; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**



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On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-36 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-36 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-36 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Stroder-aye; and Alderman Reiminger-aye.

**BILL NO. 25-36**

**ORDINANCE NO. 25-36**

**AN ORDINANCE AMENDING CHAPTER 43 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO NUISANCES; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That Chapter 43, Section 43-2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

**“Sec. 43-2. - Definitions.**

\*\*\*

*Municipal judge.* That person appointed by the board to serve as judge of the city’s municipal court.

\*\*\*

Section 2. That Chapter 43, Section 43-5, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

**“Sec. 43-5. - Notice.**

\*\*\*

(b) *Notice contents.* The aforesaid notice to the owners, and lien holder, if any, of the property shall state clearly and concisely:

\*\*\*

(3) The director shall cause a hearing to be scheduled before the municipal judge not sooner than ten (10) days from the date of service. If notice is for the purpose of prosecution under either section 43-9 or section 43-34 of this Chapter then no hearing is required and the procedures for municipal court shall be followed;

\*\*\*”



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Section 3. That Chapter 43, Section 43-6, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

**“Sec. 43-6. - Hearing and appeal.**

(a) *Procedure.* The owners, lien holder and occupants of the property who have been served with a notice pursuant to section 43-5 of this Code may appear in person or by representative at a hearing with the municipal judge scheduled on a date not sooner than ten (10) days after the date of the notice letter.

(b) *Hearing.* The municipal judge shall conduct a full and adequate hearing upon the question of whether a public nuisance in fact exists. The municipal judge may amend or modify the notice, or extend the times for compliance with the notice by the owner by such date as the municipal judge in the course of the hearing may determine.

(c) *Evidence.* The owners, lien holder and occupants of the property, or their representative or agents, of the subject property shall be given the opportunity to present evidence to the municipal judge in the course of the hearing.

(d) *Order.* Should the evidence support a finding that the building, structure or condition constitutes a public nuisance, the municipal judge shall issue an order making specific findings of fact, based upon competent and substantial evidence, which shows the building, structure or condition to be a public nuisance and ordering the building, structure or condition demolished, removed, repaired or otherwise abated by the city.

(e) *Additional time.* The municipal judge, upon written application by the owner at any time within the period after the notice has been served may grant additional time for the owner to effect the abatement of the public nuisance, provided that such extension is limited to a specific time period.

(f) *Costs to be certified.* The costs of performance of the abatement order shall be certified to the city clerk who shall cause a special tax bill or assessment therefor against the property to be prepared and collected by the city collector. If the building or structure is demolished, secured or repaired by a contractor pursuant to the order issued by the municipal judge, such contractor may file a mechanic's lien against the property where the dangerous building is located. The contractor may enforce this lien as provided by Missouri State Law. Except as otherwise provided in this article, at the request of the taxpayer the tax bill may be paid in installments over a period of not more than ten (10) years. The tax bill from date of its issuance shall be deemed a personal debt against the property owners and shall also be a lien on the property until paid.

(g) *Appeal from decision of municipal judge.* If the decision of the municipal judge is not appealed to the circuit court within thirty (30) days of the date of the mailing of said decision, the decision shall be declared final in accordance with chapter 536 of the Revised Statutes of Missouri.”

Section 4. That Chapter 43, Section 43-7, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:





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**“Sec. 43-7. - Notice and appeal of assessments.**

\*\*\*

(b) *Objection.* If the property owner or his representative objects to determination of cost, he may appeal same to the municipal judge by delivering a written notice of appeal to the municipal court clerk within twenty (20) days of the mailing of the notice thereof. If no appeal is taken or perfected, the initial determination of costs shall be final.

\*\*\*

(d) *Filing of appeal.* If a timely appeal is received by the municipal court clerk, a hearing shall be scheduled with the municipal judge and held on the matter. If, after the hearing, the municipal judge determines that the proposed assessment is improper, the municipal judge shall so certify to the municipal court clerk and the proposed assessment shall be canceled. If, after the hearing, it is determined that the proposed assessment or any part of it is proper and authorized, the municipal judge shall so certify to the municipal court clerk who shall enter a lien in such amount as determined appropriate by the municipal judge.

(e) *Finality of municipal judge's decision.* If the judgment of the municipal judge is not appealed to the circuit court within thirty (30) days from the date of the municipal judge's determination of the assessment, the judgment will be declared final per chapter 536 of the Revised Statutes of Missouri.

\*\*\*

(g) *Overhead charge, civil penalties.*

\*\*\*

(3) When the city has issued two (2) administrative orders for abatement of a nuisance within a twenty-four-month period on the same property owner, an additional civil penalty of between one hundred dollars (\$100.00) and five hundred dollars (\$500.00) may be assessed on the second order of abatement by the municipal judge to be paid by the repeat offender as provided herein.

\*\*\*”

Section 5. That Chapter 43, Section 43-8, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

**“Sec. 43-8. - Notice of violation of failure to abate a public nuisance.**

The owner or occupant of any property on which a public nuisance is found shall be given seven (7) days notice to abate the public nuisance for purposes of prosecution under section 43-9 of this chapter. The notice shall follow the requirements of section 43-5 of this chapter. The City may issue a summons for violation of this chapter at any time within one (1) year from notice to abate the public nuisance.”

Section 6. That Chapter 43, Section 43-9, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:



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**“Sec. 43-9. – Violation is an offense; penalties.**

An owner or occupant who creates or allows to continue any public nuisance as set forth in section 43-4 of this chapter and who shall fail to abate the public nuisance within seven (7) days as set forth in section 43-8 of this chapter, shall be guilty of an offense and may be charged in municipal court with failure to abate a public nuisance and punished as set forth in section 1-20 of this Code.”

Section 7. That Chapter 43, Section 43-30, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

**“Sec. 43-30. – Debris defined; failure to keep weeds, high grass, and brush cut and removed a nuisance.**

\*\*\*

- (b) The word “debris” also includes any other material which is found on any lot or land that is unhealthy or unsafe.

\*\*\*”

Section 8. That Chapter 43, Section 43-31, of the Code of Ordinances of the City of Jackson,

Missouri, is hereby **deleted**.

Section 9. That Chapter 43, Section 43-32, of the Code of Ordinances of the City of Jackson,

Missouri, is hereby **amended** to read as follows:

**“Sec. 43-32. – Abatement of nuisance.**

If the nuisance is present on the property seven (7) days after receipt of the notice provided for in section 43-33 of this chapter, the enforcement officer shall cause the same to be abated. (under the provisions of this article, the costs of abatement may include a fee for the city’s costs in administering the is article, which fee shall not exceed five hundred dollars (\$500.00).) The enforcement official shall certify the cost of such abatement to the city clerk or other officer in charge of finance who shall cause the certified cost to be include in a special tax bill or added to the annual real estate tax bill, at the collecting officials option, and shall be collected in the same manner and procedure as for collecting real estate taxes.”

Section 10. That Chapter 43, Section 43-33, of the Code of Ordinances of the City of Jackson,

Missouri, is hereby **amended** to read as follows:

**“Sec. 43-33. – Notice of violation of failure to abate a nuisance.**

The owner or occupant of any property on which a public nuisance is found shall be given seven (7) days notice to abate the public nuisance for purposes of prosecution under section 43-34 of this chapter. The notice shall follow the



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

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requirements of section 43-5 of this chapter. The City may issue a summons for violation of this chapter at any time within one (1) year from notice to abate the public nuisance.”

Section 11. That Chapter 43, Section 43-34, of the Code of Ordinances of the City of Jackson,

Missouri, is hereby **amended** to read as follows:

**“Sec. 43-34. – Violation is an offense; penalties.**

An owner or occupant who creates or allows to continue any nuisance as set forth in section 43-30 of this chapter and who shall fail to abate the nuisance within seven (7) days as set forth in section 43-33 of this chapter shall be guilty of an offense and may be charged in municipal court with failure to abate a nuisance and punished as set forth in section 1-20 of this Code.”

Section 12. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

Section 13. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 14. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 15. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: April 7, 2025.

SECOND READING: April 7, 2025.

PASSED AND APPROVED this 7th day of April, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
 Mayor

ATTEST:

Angela Birk (signed)  
 City Clerk



**CITY OF JACKSON**  
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Ordinance No. 25-37 Re: To Amend       )  
 Chapter 49 (Peddlers and Solicitors) of   )  
 The Code Of Ordinances, relative to     )  
 Garage and yard sales                        )

The matter of amending Chapter 49 (Peddlers and Solicitors) of the Code of Ordinances, relative to garage and yard sales, came on for consideration. Alderman Reiminger introduced Bill No. 25-37, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING CHAPTER 49 OF THE CODE OF ORDINANCES  
 OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO YARD OR GARAGE  
 SALES; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-37 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-37 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-37 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderwoman Liley-aye; Alderman Stroder-aye; and Alderman Reiminger-aye.

**BILL NO. 25-37**

**ORDINANCE NO. 25-37**

**AN ORDINANCE AMENDING CHAPTER 49 OF THE CODE OF ORDINANCES  
 OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO YARD OR GARAGE  
 SALES; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN  
 OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That Chapter 49, Section 49-4, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

**“Sec. 49-4. Yard or garage sales in residential areas; requirements,  
 advertising; penalties.**

Private sales of personal goods, wares or merchandise shall be conducted only on property owned or leased by the seller and shall not be held for more than one (1) forty-eight-hour period per calendar year. The placing of signs or other advertising relating to said sale in street right-of-way or public property is prohibited. All violations of this chapter and section shall be punishable by a fine of not less than five dollars (\$5.00) nor more than one hundred dollars (\$100.00) or imprisonment in the county jail for a period of up to ninety (90) days or by both such fine and imprisonment.”

Section 2. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.



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Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 4. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: April 7, 2025.

SECOND READING: April 7, 2025.

PASSED AND APPROVED this 7th day of April, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
Mayor

ATTEST:

Angela Birk (signed)  
City Clerk

Motion to accept the proposal of )  
 Breaking Bonds Ministries – Jackson, of )  
 Jackson, Missouri, relative to the City )  
 Cemeteries Trimming Program )

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to accept the proposal of Breaking Bonds Ministries – Jackson, of Jackson, Missouri, in the amount of \$1,200.00 per event, relative to the City Cemeteries Trimming Program. Ayes-8; Nays-0; Absent-0.

Ordinance No. 25-38 Re: To Authorize )  
 A contractual agreement with Breaking )  
 Bonds Ministries – Jackson, relative to )  
 The City Cemeteries Trimming Program )

The matter of authorizing a contractual agreement with Breaking Bonds Ministries – Jackson, relative to the City Cemeteries Trimming Program, came on for consideration. Alderwoman Liley introduced Bill No. 25-38, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND BREAKING BONDS MINISTRIES - JACKSON, OF JACKSON, MISSOURI, RELATIVE TO THE CITY CEMETERIES TRIMMING PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**



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On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-38 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-38 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-38 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Hitt-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Stroder-aye; and Alderwoman Williams-aye.

**BILL NO. 25-38**

**ORDINANCE NO. 25-38**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *BREAKING BONDS MINISTRIES - JACKSON, OF JACKSON, MISSOURI*, RELATIVE TO THE CITY CEMETERIES TRIMMING PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Breaking Bonds Ministries - Jackson, of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.



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Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: April 7, 2025.

SECOND READING: April 7, 2025.

PASSED AND APPROVED this 7th day of April, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
 Mayor

ATTEST:

Angela Birk (signed)  
 City Clerk

Motion to Lay on the Table a Bill )  
 Proposing an Ordinance approving the )  
 Rezoning of a 6.36-acre lot on Ridge )  
 Road, as submitted by Robert W. and )  
 Belinda Phillips )

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, to lay on the table a Bill proposing an Ordinance approving the rezoning of a 6.36-acre lot on Ridge Road, from R-2 (Single-Family Residential) District to R-4 (General Residential) District, as submitted by Robert W. and Belinda Phillips. Ayes-8; Nays-0; Absent-0.

Motion to Lay on the Table a Bill )  
 Proposing an Ordinance approving a )  
 Special use permit to allow multiple )  
 Buildings on a 6.36-acre lot on Ridge )  
 Road, as submitted by Robert W. and )  
 Belinda Phillips and Wren Capital )  
 Investments )

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, to lay on the table a Bill proposing an Ordinance approving a special use permit to allow multiple buildings on a 6.36-acre lot on Ridge Road, in an R-4 (General Residential) District, as submitted by Robert W. and Belinda Phillips and Wren Capital Investments. Ayes-8; Nays-0; Absent-0.

Motion to Adjourn the Meeting )

Meeting concluded at 7:08 P.M., on a motion made by Alderman Fraley, seconded by Alderwoman Liley, to adjourn the meeting. Ayes-8; Nays-0; Absent-0.





**CITY OF JACKSON**  
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**Monday, April 7, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**MINUTES**

**ATTEST:**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Clerk**

## CITY COLLECTOR'S REPORT FOR MARCH 2025

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,495,722.80	300,867.07	244,011.91	68,807.03	-	2,109,408.81
Penalties	11,866.06	2,434.78	2,026.82	437.50	-	16,765.16
Sales Tax	43,198.16	8,635.26	-	-	-	51,833.42
Disconnect Fees	2,500.00	-	-	-	-	2,500.00
Returned Transaction Fees	510.00	-	-	-	-	510.00
Customer Relocation Fees	-	-	-	-	100.00	100.00
Trash Stickers	-	-	-	1,736.00	-	1,736.00
<b>UTILITY COLLECTIONS</b>	<b>1,553,797.02</b>	<b>311,937.11</b>	<b>246,038.73</b>	<b>70,980.53</b>	<b>100.00</b>	<b>2,182,853.39</b>
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
<b>NET UTILITY COLLECTIONS</b>	<b>1,553,797.02</b>	<b>311,937.11</b>	<b>246,038.73</b>	<b>70,980.53</b>	<b>100.00</b>	<b>2,182,853.39</b>
Business/Contractor Licenses	-	-	-	-	1,135.00	1,135.00
Event Fees/Misc. Charges	-	-	-	-	-	-
<b>NON-UTILITY COLLECTIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,135.00</b>	<b>1,135.00</b>
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	696.08
Cash in bank	-	-	-	-	-	2,184,684.47
Missouri Sales Tax payment	(43,198.16)	(8,635.26)	-	-	-	(51,833.42)
<b>TO CITY TREASURER</b>					<b>\$</b>	<b>2,132,851.05</b>

Respectfully Submitted,



City Collector



## **CITY CLERK'S REPORT FOR THE MONTH OF MARCH, 2025**

### **ELECTRIC**

Sale of Merchandise	0.00	
Pole Rental	0.00	
Electric Meters	1,000.00	
Electric Service Lines	2,000.00	
Returned Check Fees	0.00	
URD Services	0.00	
Sales Tax Commission	924.43	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		3,924.43

### **WATER & SEWER**

#### **WATER**

Water Taps & Water Meters	5,790.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		5,790.00

#### **WASTEWATER**

Wastewater Miscellaneous	0.00	
Industrial Discharge Permit	<u>0.00</u>	
TOTAL		-

### **GENERAL REVENUE**

Building Permits	1,310.61	
Electric Permits	220.00	
Gas Permits	100.00	
Plumbing/Sewer Permits	240.00	
Sewer Tap Permits	900.00	
Public Hearing & Plat Recording	0.00	
Stormwater Review Fees	150.00	
Street Repair or Mowing	0.00	
Gas Franchise	33,319.84	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	69.40	
Telephone Franchise Fees	7,384.60	
Fire Cost Recovery	0.00	
Interest Earned	0.00	
Returned Check - Clerk	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,216.70	
Health Insurance Reimbursement	37.24	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		44,948.39

### **LANDFILL**

Refuse Collections	220.00	
Recyclables	894.80	
E-Cycle TV/Monitor Fees	630.00	
Royalties	<u>0.00</u>	
TOTAL		1,744.80

### **CEMETERY**

Sale of Lots	7,000.00	
Sale of Niches	1,500.00	
Grave Openings	5,125.00	
Niche Openings	100.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	

	TOTAL	13,725.00	
<b><u>PARK</u></b>			
	Misc. Park Rentals	0.00	
	Rent - Howard St. House	1,233.56	
	Ballfield Rentals	1,135.00	
	Pavilion Rentals	<u>875.00</u>	
	TOTAL		3,243.56
<b><u>PARK FOUNDATION</u></b>			
	Donations	11,950.00	
	Civic Center Donations	<u>0.00</u>	
	TOTAL		11,950.00
<b><u>RECREATIONAL DEVELOPMENT</u></b>			
	Pool Concession Receipts	0.00	
	Swimming Pool Gate Receipts	0.00	
	Basketball Entry Fees	0.00	
	Basketball Sponsor Fees	0.00	
	Softball Entry Fees	16,730.00	
	Softball Sponsor Fees	2,600.00	
	Softball Tournament Fees	0.00	
	Volleyball Entry Fees	0.00	
	Reimb./Donations/Special Events	0.00	
	Baseball Concessions	0.00	
	Baseball Entry Fees	28,755.00	
	Baseball Sponsor Fees	7,800.00	
	Soccer Fee	170.00	
	Soccer Allstar	0.00	
	Soccer Sponsor	<u>0.00</u>	
	TOTAL		56,055.00
<b><u>STORMWATER MAINTENANCE FUND</u></b>			
	Stormwater Credit	0.00	
	Stormwater Maintenance	<u>499.76</u>	
	TOTAL		499.76
<b><u>TRUST &amp; AGENCY</u></b>			
	July 4th Receipts	0.00	
	Farmers Market Fees	<u>0.00</u>	
	TOTAL		-
<b><u>HEALTH INSURANCE FUND</u></b>			
	Health Insurance Reimbursement	<u>1,973.18</u>	
	TOTAL		1,973.18
<b><u>INMATE SECURITY FUND</u></b>			
	Inmate Security Court Costs	<u>0.00</u>	
	TOTAL		-
<b><u>TRANSPORTATION SALES TAX</u></b>			
	Rent - Donna Drive Extension	<u>1,282.50</u>	
	TOTAL		1,282.50
<b><u>RECREATIONAL SALES TAX FUND</u></b>			
	Civic Center Rentals	13,771.88	
	Civic Center Programs	1,295.00	
	Civic Center Membership Fees	0.00	
	Civic Center Entry Fees	1,024.00	
	Civic Center Concessions	<u>236.00</u>	
	TOTAL		16,326.88
<b><u>CDBG</u></b>			
	CDBG - CDBG Rev	<u>0.00</u>	
	TOTAL		-
	REPORT TOTAL		<u>161,463.50</u>

# **Water & Light Deposit Accounts**

MARCH, 2025

<b>Beginning Balance March 1, 2025:</b>	\$267,134.41
<b>TOTAL DEPOSITS</b>	\$10,481.51
<b>TOTAL REFUNDS</b>	\$11,726.39
<b>Ending Balance March 31, 2025:</b>	\$265,889.53

*Balance Consists of :*

Checking Account for US Bank	\$55,889.53
Investments	\$210,000.00
	<hr/>
	<b>\$265,889.53</b>

## CITY TREASURER'S REPORT FOR MARCH 2025

Item 4.

FUND	FUND BALANCES 03-01-2025	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 03-31-2025	INVESTMENTS	CASH BALANCE 03-31-2025
<b>ELECTRIC FUNDS</b>							
Operation & Maintenance	-	1,595,979.87	(354,975.56)	1,241,004.31	-	-	-
Electric Surplus Fund	2,801,659.89	-	332,100.34	18,965.95	3,114,794.28	1,187,711.64	1,927,082.64
Electric Capital Projects Fund	4,711,580.80	-	-	-	4,711,580.80	3,405,000.00	1,306,580.80
<b>WATER &amp; SEWER FUNDS</b>							
Water Operation & Maint.	-	311,177.28	(169,467.94)	141,709.34	-	-	-
Water & Sewer Revenue Bond Fund	698,284.75	-	305,375.25	-	1,003,660.00	-	1,003,660.00
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	12,015,707.61	25,545.89	(790,290.20)	11,787.50	11,239,175.80	9,467,000.00	1,772,175.80
Water Replacement Fund	809,192.46	-	-	-	809,192.46	725,000.00	84,192.46
Water Capital Projects	-	-	399,835.00	-	399,835.00	-	399,835.00
Wastewater Operation & Maint.	-	247,772.04	(171,499.39)	76,272.65	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	3,510.08	1,578.19	1,064,429.12	907,873.82	156,555.30
Wastewater Capital Projects	-	-	400,000.00	-	400,000.00	-	400,000.00
W & S Construction Fund	3,030,258.49	-	165.00	9,232.50	3,021,190.99	2,250,000.00	771,190.99
<b>General Revenue Fund</b>	1,436,179.97	152,715.98	469,331.39	894,464.99	1,163,762.35	1,155,000.00	8,762.35
<b>Landfill Fund</b>	819,117.92	72,748.55	(7,502.13)	75,256.75	809,107.59	610,000.00	199,107.59
<b>Cemetery Fund</b>	1,046,707.54	26,977.97	(5,092.65)	20,790.56	1,047,802.30	870,000.00	177,802.30
<b>City Park Fund</b>	251,037.89	24,767.04	(6,984.36)	91,835.41	176,985.16	-	176,985.16
<b>Public Park Foundation Fund</b>	259,594.77	14,664.76	-	45,835.34	228,424.19	140,000.00	88,424.19
<b>Recreational Development Fund</b>	75,217.91	56,055.00	-	21,502.31	109,770.60	-	109,770.60
<b>Band Fund</b>	(15.86)	13,237.11	-	6,460.65	6,760.60	-	6,760.60
<b>ARPA Fund</b>	1,285,573.22	-	52.98	47,472.86	1,238,153.34	1,215,000.00	23,153.34
<b>Road Use Tax Fund</b>	1,098,680.46	66,923.97	-	-	1,165,604.43	754,000.00	411,604.43
<b>Stormwater Maintenance Fund</b>	313,025.27	499.76	-	-	313,525.03	268,000.00	45,525.03
<b>Trust and Agency Fund</b>	879,198.15	20,780.00	13,099.05	41,952.27	871,124.93	798,000.00	73,124.93
<b>Health Insurance Fund</b>	1,334,592.73	2,126.18	149,179.83	153,604.82	1,332,293.92	1,045,000.00	287,293.92
<b>Inmate Security Fund</b>	17,857.12	24.00	-	-	17,881.12	-	17,881.12
<b>Equitable Sharing Fund</b>	3,617.07	-	-	-	3,617.07	-	3,617.07
<b>Transportation Sales Tax Fund</b>	1,582,381.75	109,934.32	-	-	1,692,316.07	1,120,000.00	572,316.07
<b>Transportation Capital Projects Fund</b>	623,706.47	-	-	-	623,706.47	-	623,706.47
<b>Sales Tax Fund</b>	1,531,837.30	243,141.84	-	44,426.00	1,730,553.14	1,445,281.00	285,272.14
<b>Recreation Sales Tax Fund</b>	465,076.15	70,652.87	(807.07)	40,131.00	494,790.95	50,000.00	444,790.95
<b>Public Safety Sales Tax Fund</b>	269,598.90	108,649.03	(377,247.93)	-	1,000.00	-	1,000.00
<b>Fire Protection Sales Tax Fund</b>	137,788.71	54,325.98	(188,781.69)	-	3,333.00	-	3,333.00
<b>Capital Projects Construction Fund</b>	3,534,776.78	-	-	516,779.69	3,017,997.09	2,590,000.00	427,997.09
<b>Economic Dev. Reserve Fund</b>	931,369.03	-	-	-	931,369.03	850,000.00	81,369.03
<b>CDBG Grant Fund</b>	60,745.75	88,400.27	-	88,400.27	60,745.75	-	60,745.75
<b>I-55 Corridor Special Alloc. Fund</b>	3,372.59	15.86	-	-	3,388.45	-	3,388.45
<b>TOTALS</b>	43,200,218.82	3,307,115.57	-	3,589,463.36	42,917,871.03	30,962,866.45	11,955,004.58

Respectfully Submitted,



Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	9,817,061.46
Collectors Account	2,132,851.05
Equitable Sharing Fund	3,617.07

TOTAL	11,955,004.58
-------	---------------

CAPE GIRARDEAU COUNTY MO  
**ELECTIONS**

**CERTIFICATION OF CAPE GIRARDEAU COUNTY, MISSOURI  
 ELECTION RETURNS  
 APRIL 8, 2025  
 GENERAL MUNICIPAL ELECTION**

April 11, 2025

City of Jackson  
 Angela Birk, City Clerk  
 101 Court St.  
 Jackson, MO 63755

Ms. Birk,

This is to certify the results of the April 8, 2025 General Municipal Election. The enclosed pages are the Official Results for the April 8, 2025 General Municipal Election.

**CERTIFICATION**

State of Missouri                    )  
   ) ss.  
 County of Cape Girardeau    )

I, Kara Clark Summers, Election Authority for the County of Cape Girardeau, hereby certify the attached documents to be a true, correct, and complete abstract of all the votes cast in said county for all races and ballot issues at the General Municipal Election held on April 8, 2025, as shown by the returns from the different voting precincts in said county, and as verified by the verification board as provided in Section 115.507, RSMo.

**IN TESTIMONY WHEREOF**, I hereunto set my hand and affix the seal of the County, at my office in Jackson, Missouri, this 11th day of April 2025.



*Kara Clark Summers*

Kara Clark Summers  
 County Clerk/Election Authority  
 Cape Girardeau County



Election Summary Report  
 GENERAL MUNICIPAL ELECTION  
 CAPE GIRARDEAU COUNTY, MISSOURI  
 TUESDAY, APRIL 8, 2025  
 Election Results  
 OFFICIAL ELECTION SUMMARY

Date: 4/11/2025  
 Time: 6:09:09 PM CDT  
 Page 5/7

Registered Voters 56,964 - Total Ballots 5,235 : 9.19% - Blank Ballots 7

28 of 28 Precincts Reporting 100.00%

#### DELTA ALDERMAN

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 2		
Total Votes	79	

MARY JO BARLOW	27	34.18%
ELIZABETH MALONE	39	49.37%
TERESA LESCH BYRAM (WI)	13	16.46%
WRITE IN	0	0%
Undervote	15	
Overvote	0	

#### CAPE GIRARDEAU CITY COUNCIL WARD 5

Number of Precincts	5	
Precincts Reporting	5	100.00%
Vote For 1		
Total Votes	733	

ERIC "RED" REDINGER	335	45.70%
BRYAN JOHNSON	392	53.48%
WRITE IN	6	0.82%
Undervote	109	
Overvote	0	

#### CAPE GIRARDEAU CITY QUESTION

Number of Precincts	10	
Precincts Reporting	10	100.00%
Total Votes	3,362	

YES	2,471	73.50%
NO	891	26.50%
Undervote	30	
Overvote	0	

#### JACKSON MAYOR

Number of Precincts	5	
Precincts Reporting	5	100.00%
Vote For 1		
Total Votes	452	

DWAIN L. HAHS	441	97.57%
WRITE IN	11	2.43%
Undervote	75	
Overvote	1	

#### JACKSON WARD 1 ALDERMAN

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	106	

WANDA R YOUNG	104	98.11%
WRITE IN	2	1.89%
Undervote	17	
Overvote	0	

#### JACKSON WARD 2 ALDERMAN

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	184	

MARK UNGER	92	50.00%
DAVID M. HITT	91	49.46%
WRITE IN	1	0.54%
Undervote	10	
Overvote	0	

Election Summary Report  
 GENERAL MUNICIPAL ELECTION  
 CAPE GIRARDEAU COUNTY, MISSOURI  
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Registered Voters 56,964 - Total Ballots 5,235 : 9.19% - Blank Ballots 7

28 of 28 Precincts Reporting 100.00%

#### JACKSON WARD 3 ALDERMAN

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	106	

KATY LILEY	104	98.11%
WRITE IN	2	1.89%
Undervote	17	
Overvote	0	

#### JACKSON WARD 4 ALDERMAN

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	74	

SHANA WILLIAMS	72	97.30%
WRITE IN	2	2.70%
Undervote	14	
Overvote	0	

#### OAK RIDGE VILLAGE TRUSTEE

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	9	

MAC ARMBRUSTER	9	100.00%
WRITE IN	0	0%
Undervote	0	
Overvote	0	

#### WHITEWATER VILLAGE TRUSTEES

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 2		
Total Votes	18	

KEVIN CHRISTOPHER WILLIAMS (WI)	5	27.78%
JOANN NANCE (WI)	1	5.56%
CAROL SLINKARD (WI)	2	11.11%
JEFF SLINKARD (WI)	1	5.56%
DAVID COOMER (WI)	3	16.67%
ROBERT WALSH (WI)	3	16.67%
BONNIE STRODER (WI)	1	5.56%
CHRIS WILLIAMS (WI)	1	5.56%
BRUCE WILLIAMS (WI)	1	5.56%
WRITE IN	0	0%
Undervote	14	
Overvote	0	

#### POCAHONTAS VILLAGE TRUSTEES 2 YEAR TERM

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 3		
Total Votes	10	

APRIL WHITESIDE (WI)	4	40.00%
TY TURNER (WI)	2	20.00%
JEREMY ENGELHARDT (WI)	1	10.00%
SHANNON MCHUGHS (WI)	1	10.00%
RICHARD WINTER (WI)	1	10.00%
MARK KASTEN (WI)	1	10.00%
WRITE IN	0	0%
Undervote	8	
Overvote	0	

Statement of Votes Cast  
GENERAL MUNICIPAL ELECTION  
CAPE GIRARDEAU COUNTY, MISSOURI  
TUESDAY, APRIL 8, 2025  
Election Results  
OFFICIAL STATEMENT OF VOTES CAST

Date: 4/11/2025  
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	Turnout			JACKSON MAYOR							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	DWAIN L. HAHS		WRITE IN		Over votes	Under votes
Jurisdiction Wide											
BYRD 1											
Normal	2792	89	3.19%	2792	77	76	98.70%	1	1.30%	0	12
Absentee	2792	-	-	2792	0	0	-	0	-	0	0
Provisional	2792	-	-	2792	0	0	-	0	-	0	0
BYRD 2											
Normal	2843	155	5.45%	2843	137	134	97.81%	3	2.19%	0	18
Absentee	2843	-	-	2843	0	0	-	0	-	0	0
Provisional	2843	-	-	2843	0	0	-	0	-	0	0
BYRD 3 AND 4											
Normal	5427	149	2.75%	5427	129	124	96.12%	5	3.88%	0	20
Absentee	5427	-	-	5427	0	0	-	0	-	0	0
Provisional	5427	-	-	5427	0	0	-	0	-	0	0
CENTRAL POLL											
Normal	0	141	-	0	16	15	93.75%	1	6.25%	0	7
Absentee	0	-	-	0	0	0	-	0	-	0	0
Provisional	0	-	-	0	0	0	-	0	-	0	0
ABSENTEE											
Normal	-	-	-	0	0	0	-	0	-	0	0
Absentee	-	654	-	0	93	92	98.92%	1	1.08%	1	18
Provisional	-	-	-	0	0	0	-	0	-	0	0
Total											
Normal	56964	4575	8.03%	11062	359	349	97.21%	10	2.79%	0	57
Absentee	56964	654	1.15%	11062	93	92	98.92%	1	1.08%	1	18
Provisional	56964	6	0.01%	11062	0	0	-	0	-	0	0
Total	56964	5235	9.19%	11062	452	441	97.57%	11	2.43%	1	75

Statement of Votes Cast  
GENERAL MUNICIPAL ELECTION  
CAPE GIRARDEAU COUNTY, MISSOURI  
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	Turnout			JACKSON WARD 1 ALDERMAN							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	WANDA R YOUNG		WRITE IN		Over votes	Under votes
Jurisdiction Wide											
BYRD 1											
Normal	2792	89	3.19%	2792	76	74	97.37%	2	2.63%	0	13
Absentee	2792	-	-	2792	0	0	-	0	-	0	0
Provisional	2792	-	-	2792	0	0	-	0	-	0	0
CENTRAL POLL											
Normal	0	141	-	0	1	1	100.00%	0	-	0	2
Absentee	0	-	-	0	0	0	-	0	-	0	0
Provisional	0	-	-	0	0	0	-	0	-	0	0
ABSENTEE											
Normal	-	-	-	0	0	0	-	0	-	0	0
Absentee	-	654	-	0	29	29	100.00%	0	-	0	2
Provisional	-	-	-	0	0	0	-	0	-	0	0
Total											
Normal	56964	4575	8.03%	2792	77	75	97.40%	2	2.60%	0	15
Absentee	56964	654	1.15%	2792	29	29	100.00%	0	-	0	2
Provisional	56964	6	0.01%	2792	0	0	-	0	-	0	0
Total	56964	5235	9.19%	2792	106	104	98.11%	2	1.89%	0	17

Statement of Votes Cast  
GENERAL MUNICIPAL ELECTION  
CAPE GIRARDEAU COUNTY, MISSOURI  
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	Turnout			JACKSON WARD 2 ALDERMAN									
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	MARK UNGER		DAVID M. HITT		WRITE IN		Over votes	Under votes
Jurisdiction Wide													
BYRD 2													
Normal	2843	155	5.45%	2843	150	74	49.33%	75	50.00%	1	0.67%	0	5
Absentee	2843	-	-	2843	0	0	-	0	-	0	-	0	0
Provisional	2843	-	-	2843	0	0	-	0	-	0	-	0	0
CENTRAL POLL													
Normal	0	141	-	0	10	5	50.00%	5	50.00%	0	-	0	2
Absentee	0	-	-	0	0	0	-	0	-	0	-	0	0
Provisional	0	-	-	0	0	0	-	0	-	0	-	0	0
ABSENTEE													
Normal	-	-	-	0	0	0	-	0	-	0	-	0	0
Absentee	-	654	-	0	24	13	54.17%	11	45.83%	0	-	0	3
Provisional	-	-	-	0	0	0	-	0	-	0	-	0	0
Total													
Normal	56964	4575	8.03%	2843	160	79	49.38%	80	50.00%	1	0.62%	0	7
Absentee	56964	654	1.15%	2843	24	13	54.17%	11	45.83%	0	-	0	3
Provisional	56964	6	0.01%	2843	0	0	-	0	-	0	-	0	0
Total	56964	5235	9.19%	2843	184	92	50.00%	91	49.46%	1	0.54%	0	10

Statement of Votes Cast  
GENERAL MUNICIPAL ELECTION  
CAPE GIRARDEAU COUNTY, MISSOURI  
TUESDAY, APRIL 8, 2025  
Election Results  
OFFICIAL STATEMENT OF VOTES CAST

Date: 4/11/2025  
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	Turnout			JACKSON WARD 3 ALDERMAN							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	KATY LILEY		WRITE IN		Over votes	Under votes
Jurisdiction Wide											
BYRD 3 AND 4											
Normal	5427	149	2.75%	2933	78	76	97.44%	2	2.56%	0	12
Absentee	5427	-	-	2933	0	0	-	0	-	0	0
Provisional	5427	-	-	2933	0	0	-	0	-	0	0
CENTRAL POLL											
Normal	0	141	-	0	3	3	100.00%	0	-	0	1
Absentee	0	-	-	0	0	0	-	0	-	0	0
Provisional	0	-	-	0	0	0	-	0	-	0	0
ABSENTEE											
Normal	-	-	-	0	0	0	-	0	-	0	0
Absentee	-	654	-	0	25	25	100.00%	0	-	0	4
Provisional	-	-	-	0	0	0	-	0	-	0	0
Total											
Normal	56964	4575	8.03%	2933	81	79	97.53%	2	2.47%	0	13
Absentee	56964	654	1.15%	2933	25	25	100.00%	0	-	0	4
Provisional	56964	6	0.01%	2933	0	0	-	0	-	0	0
Total	56964	5235	9.19%	2933	106	104	98.11%	2	1.89%	0	17

Statement of Votes Cast  
GENERAL MUNICIPAL ELECTION  
CAPE GIRARDEAU COUNTY, MISSOURI  
TUESDAY, APRIL 8, 2025  
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	Turnout			JACKSON WARD 4 ALDERMAN							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	SHANA WILLIAMS	WRITE IN	Over votes	Under votes		
Jurisdiction Wide											
BYRD 3 AND 4											
Normal	5427	149	2.75%	2494	52	50 96.15%	2 3.85%	0	7		
Absentee	5427	-	-	2494	0	0 -	0 -	0	0		
Provisional	5427	-	-	2494	0	0 -	0 -	0	0		
CENTRAL POLL											
Normal	0	141	-	0	3	3 100.00%	0 -	0	1		
Absentee	0	-	-	0	0	0 -	0 -	0	0		
Provisional	0	-	-	0	0	0 -	0 -	0	0		
ABSENTEE											
Normal	-	-	-	0	0	0 -	0 -	0	0		
Absentee	-	654	-	0	19	19 100.00%	0 -	0	6		
Provisional	-	-	-	0	0	0 -	0 -	0	0		
Total											
Normal	56964	4575	8.03%	2494	55	53 96.36%	2 3.64%	0	8		
Absentee	56964	654	1.15%	2494	19	19 100.00%	0 -	0	6		
Provisional	56964	6	0.01%	2494	0	0 -	0 -	0	0		
Total	56964	5235	9.19%	2494	74	72 97.30%	2 2.70%	0	14		





February 18, 2025

City of Jackson  
101 Court Street  
Jackson, Missouri 63755

Re: Request for Proposals for GIS Services

Alliance Water Resources welcomes the opportunity to present the City of Jackson with qualifications and two (2) price proposals related to the City's Request for GIS Services.

Alliance is a Columbia, Missouri-based company providing water and wastewater services to many communities in the Midwest and Southeast. Alliance also provides the GIS services outlined in the City's RFP to many of our current clients, most notably Cape Girardeau, where Alliance has provided full municipal GIS services for 10 plus years.

Both options presented herein include a full-time GIS Coordinator dedicated to the City of Jackson to oversee GIS Services as directed by the Project Manager. The key difference is vehicle usage/fuel.

The fee for phase 2 would be negotiated in 6 months and annually thereafter.

We are prepared to partner with the City of Jackson in the continuation of its GIS program to streamline and advance your asset management initiatives.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Bart Downing". The signature is fluid and cursive, with a large loop at the end.

Bart Downing  
Director of Business Development  
[bdowning@alliancewater.com](mailto:bdowning@alliancewater.com)  
(816) 387-3559

## Table of Contents

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## PROPOSAL FORM & EVIDENCE OF AUTHORITY TO SIGN

## PROPOSAL FORM

### 1. Proposal Recipient

This Proposal is submitted to:

Office of the City Clerk  
City Hall – City of Jackson  
101 Court Street  
Jackson, Missouri 63755

The undersigned Proposer proposes and agrees, if this Proposal is accepted, to enter into an Agreement with Owner in the form included in the Request for Proposal Documents to perform all Work specified or indicated in the Request for Proposal Documents for the prices in this Proposal and in accordance with the other terms and conditions of the Request for Proposal Documents.

### 2. Proposer's Acknowledgements

By signing and submitting a Proposal Form, the Proposer acknowledges that Proposer understands and accepts all of the terms and conditions of the Instructions to Proposers. This Proposal will remain subject to acceptance for sixty (60) days after the Proposal opening, or for such longer period of time that the Proposer may agree to in writing upon request of Owner.

In submitting this Proposal, Proposer represents that:

- a. Proposer has examined and carefully studied the Request for Proposal Documents, and any data and reference items identified in the Request for Proposal Documents, and hereby acknowledges the receipt of the following Addenda, if any (if no Addenda are issued, mark "N/A"):

Addendum No.	Addendum, Date
N/A _____ _____ _____	N/A _____ _____ _____

- b. Proposer has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Proposer is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Proposer has carefully studied all Supplementary Conditions of the Proposal Documents and is aware of any special, uncommon, or any requirements beyond the general requirements and description of the Work.
- e. Proposer has considered the information known to Proposer itself, information commonly known to Businesses or Vendors doing similar business and the Request for Proposal Documents with

respect to the effect of such information, observations, data, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of work to be employed by Proposer, and Proposer's security precautions and programs.

- f. Proposer agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, studies, or data are necessary for the determination of this Proposal for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Request for Proposal Documents.
- g. Proposer is aware of the general nature of work to be performed by Owner and others that relates to the Work as indicated in the Request for Proposal Documents.
- h. Proposer has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Proposer has discovered in the Request for Proposal Documents and confirms that the written resolution thereof by Owner is acceptable to Proposer.
- i. The Request for Proposal Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- j. The submission of this Proposal constitutes an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article, and that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the Work required by the Request for Proposal Documents.

### 3. Proposer's Representations

By submitting this Proposal Form, Proposer certifies that:

- a. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal;
- c. Proposer has not solicited or induced any individual or entity to refrain from submitting a Proposal; and
- d. Proposer has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process;

- ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process to the detriment of Owner, (b) to establish Proposal prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- iii. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish Proposal prices at artificial, non-competitive levels; and,
- iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Contract.

4. Schedule of Fees

**ATTACHMENT A - SCHEDULE OF FEES**

Schedule of Fees shall include hourly rates for each level of employee proposed to be part of the project and shall include any overhead, administrative, travel, facility, equipment, and any other fees or costs that will be used to calculate the cost of Work at a total hourly rate.

5. Work Strategy

**ATTACHMENT B – WORK STRATEGY**

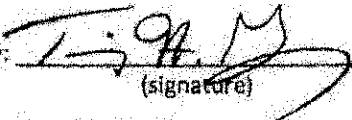
Work strategy shall include details of the physical location where Work is to be performed, a list of key employees who will perform and supervise the Work, details of the hardware and software to be utilized, including any Esri licenses or other related licenses or software, the method(s) of transferring files from and to the City and its GIS partners, and instances, if any, in which a Sub-contractor would be utilized.

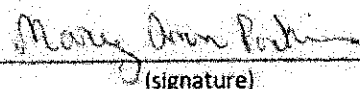
6. List of Sub-contractors

The names of Sub-contractors to be used for this Work shall be entered in the spaces provided below. Upon award of a contract, the named Sub-contractors shall be used, without exception. Any substitution of named Sub-contractors to be used for this Work shall be subject to concurrence of the Owner and shall be confirmed by Change Order. Failure to furnish all information requested in this listing may be cause for rejection of the Proposal.

	Area of Work	Name of Sub-contractor (state "None" if Proposer will complete all Work)
1.		
2.		
3.		

7. Proposal Submittal AgreementProposer: Alliance Water Resources, Inc.

By:   
 (signature)  
Timothy H. Geraghty  
 (print)  
President  
 (title)

Attest:   
 (signature)  
Mary Ann J. Perkins  
 (print)  
Secretary  
 (title)

Note: If Proposer is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.

Address for giving notices to Proposer:

Contact Name: Bart DowningMailing Address (City, ST, ZIP): 206 S Keene St., Columbia, MO 65201Phone: 816-387-3559Email: bdowning@alliancewater.com

## ATTACHMENT A – SCHEDULE OF FEES

Option A: Cost to include use of City Hall and access to City-owned equipment including computer(s), printer(s), GPS unit, and vehicle/fuel for GPSing:

**\$60 per hour**

Option B: Cost to include use of City Hall and access to City-owned equipment including computer(s), printer(s), and GPS unit, but excluding vehicle/fuel:

**\$65 per hour**



## ATTACHMENT B – WORK STRATEGY

Alliance Water Resources Inc. (AWR) has an established, specialized but well-rounded team of GIS professionals in southeast Missouri that can be grown upon to incorporate the City of Jackson's needs.

Our strategy for Jackson is very similar to our approach in Cape Girardeau: we propose hiring a full-time GIS Coordinator to be stationed in Jackson City Hall, who will leverage expertise and experience from the Cape Girardeau GIS team and ultimately unite to form a regional Cape Girardeau/Jackson GIS team.

### Work timetable

#### *Phase 1*

The focus of Phase 1 would be migrating to ArcGIS Online/ArcGIS Pro and identifying a GIS Coordinator specific to Jackson. AWR staff will also perform other GIS services as requested. See below the proposed timeline of progress for the first 6 months:

- Upon award: AWR will begin search for Jackson GIS Coordinator; key employees will meet with City staff and establish workstation at City Hall
- Month 1: AWR will have completed a catalog of GIS data and will develop a database structure to be presented to the Project Manager; ArcGIS Online platform will be initiated
- Month 2: ArcGIS Online will be operational with minimal data migrated in; City will be provided initial ArcGIS Online training for select staff
- Month 3: Jackson GIS Coordinator hired
- Month 4: 50% of data is available on ArcGIS Online; additional training is provided to City end users including how to access and view system
- Month 5: 75% of data is available on ArcGIS Online
- Month 6: All data is available on ArcGIS Online; select City staff is provided with ArcGIS Pro training

#### *Phase 2*

In an effort to consolidate resources and provide long-term stability, we propose pursuing an Intergovernmental Agreement (IGA) with the City of Cape Girardeau for GIS Services. Cape Girardeau City Management has expressed an interest in exploring this possibility. AWR could facilitate these discussions between Cities.

The cost for Phase 2 would be presented at an amount less than or equal to Phase 1 (dependent on terms of such an IGA). The scope of Phase 2 includes the following ongoing tasks:

- Maintenance and upkeep of all items as defined in Attachment A "Schedule of Map Updates"
- Review historical ordinances to capture and map easements
- Vetting of existing data
- Digitization of paper maps
- GPS activities

- Develop SOPs for ongoing data management
- Other GIS activities as requested

## Key employees

All Jackson GIS operations would have oversight from Regional Operations Manager, Erica Bogenpohl, PE, GISP. Erica has a uniquely beneficial perspective of the project scope given her tenure as Jackson's Staff/City Engineer from 2012-2017.

AWR's Process Optimization Specialist, Blake Kiefner, would be engaged upfront and as needed to develop and build the framework for the new database. Blake's programming skills would also be utilized to automate workflows or repetitive tasks.

Teresa Heifner, our GIS Coordinator for the City of Cape Girardeau, will be a key contributor due to her successful track record managing Cape Girardeau's GIS system. Teresa has collaborative working relationships with Jackson's previous GIS employees and County employees. Teresa will be critical when it comes to the development of dataset structures and SOPs thereof.

A new, to-be-determined GIS Coordinator would be Jackson's main point of contact.

The Cape Girardeau division employs two additional GIS Technicians who could aid in any number of tasks as Jackson-specific processes are developed.

Erica and Blake live in Cape Girardeau County and Teresa is a City of Jackson resident. More about each key employee can be found in Attachment D.

## Hardware and software to be utilized

AWR staff would utilize City of Jackson computers and equipment that are reserved for the previous Jackson GIS Department. If ArcGIS Pro is not already installed at this workstation, AWR employees would make it so. AWR staff would work within the confines of Jackson's existing Esri licenses; no additional licenses are needed for our staff.

We envision the architecture being such that layers and datasets are available to be downloaded from ArcGIS Online (password protected of course), eliminating the need for any manual transfer of files.

## Sub-contractors

We do not anticipate utilizing any sub-contractors for the current scope of work as defined in the Proposal Documents.

## ATTACHMENT C – COMPLETED PROJECTS & REFERENCES

Alliance Water Resources (AWR) has been managing GIS services for our water and wastewater partners for over 10 years. Our approach has always been centered on practical and economical systems with the focus on the objectives of the end users.

In addition to the Esri suite, AWR also has staff trained in the use of QGIS and GeoSync.

The following project list will showcase that our company has a proven history of developing and managing scalable systems with a wide range of objectives.

### Completed Projects

#### City of Cape Girardeau, Missouri

This southeast Missouri city of 40,000 has held a contract with AWR to manage their water system since 1992. As technology grew, GIS services became a necessary part of effective water system management. In addition to digitizing historical maps and plans, tap and repair records were also scanned into the system. This eliminated the need to travel back to the office because all water system data could be remotely accessed. The City of Cape Girardeau was not seeing similar GIS success from other city departments, so in 2014, an agreement was signed for AWR to provide full municipal GIS services. Alliance hired a full-time GIS Coordinator to work directly with the engineering, planning, and inspection services departments. Job duties for the existing water system GIS Technician were expanded to include data management of all public works utilities. These two Cape Girardeau employees, leveraging additional company expertise, worked to develop an ArcGIS Enterprise database, integrate GIS data into the municipal billing system, and created dozens of web applications for various city departments and the public, all within the first 2 years.

In the following years, staff created and continue to maintain hundreds of layers including street centerlines, zoning, easements, subdivisions, addresses, structures, flood plains, police reports, liquor licenses, historical districts, city limits, and more. This is all in addition to the dozens of layers related to utilities including water, sewer, storm sewer, fiber optic, and electric.

#### Martin County Utility District, Kentucky

Located in the Appalachian foothills bordering West Virginia, this community partnered with AWR in 2020 and of primary interest was tracking water leaks. This location was the pilot launch of GeoSync for AWR clients. Existing reference data and aerial imagery from the district, county and state were compiled and migrated into GeoSync within 2 months of launch. A GPS unit was purchased in February 2021 and over 4,600 assets have been mapped to date. In addition to static utility data, the system has been utilized to track dynamic work order history, particularly regarding water leaks. Utility Billing staff, upon receiving a call for service, use GeoSync to create a work order. Utility Workers use GeoSync to update the status and record resources. Tracking this information via GIS provides insight into spatial patterns that would otherwise go undetected, not

to mention allowing for easily accessible and searchable asset maintenance records. This information will be crucial for capital improvement planning.

### Clay County Public Water Supply District #6, Missouri

Officials in this rural district just north of Kansas City had concerns about utilities going mislocated or unlocated, leading to dig ups. They had nary a single, paper map of their water system. AWR GIS professionals used QGIS, a free, open-sourced software, to georeference the data into digital layers. The data has since been added to, edited, and verified using a GPS unit, increasing the data accuracy and ability to access it, and thereby reducing the potential for damages.

### Franklin County, Missouri

For years, this central Missouri division was successfully utilizing Esri products to track their utility data. Upon a comparison exercise, the decision was made to migrate to GeoSync. The Esri system has greater capability, but it was realized that many add-ons are underutilized and unnecessary for the effective management of a system of this size. The transition took 1 month and will save thousands of dollars for the water district every year.

### References

Casey Brunke, P.E.  
Public Works Director  
City of Cape Girardeau, MO  
(573) 339-6351  
[cbrunke@cityofcape.org](mailto:cbrunke@cityofcape.org)

Trevor Pulley  
Deputy City Manager  
City of Cape Girardeau, MO  
(573) 339-6320  
[tpulley@cityofcape.org](mailto:tpulley@cityofcape.org)

Harold Winnie  
Board President  
Clay County Public Water Supply District No. 6  
Kearney, MO  
(816) 589-8867  
[Harold.Winnie@dot.gov](mailto:Harold.Winnie@dot.gov)

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *ALLIANCE WATER RESOURCES, OF COLUMBIA, MISSOURI*, RELATIVE TO THE *GEOGRAPHIC INFORMATION SYSTEM (GIS) PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Alliance Water Resources, of Columbia, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: April 21, 2025.

SECOND READING: April 21, 2025.

PASSED AND APPROVED this 21st day of April, 2025, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

### CONTRACT AGREEMENT

**THIS CONTRACT** (the “**Contract**”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and

**Alliance Water Resources, Inc.**

hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as

### **GIS SERVICES**

**WHEREAS**, the City has selected the aforesaid Contractor for the Project and by Ordinance No. \_\_\_\_\_ has awarded the Contractor the Contract for the amounts named in the proposal from the Contractor dated \_\_\_\_\_, a copy of which is incorporated herein.

**NOW, THEREFORE**, the parties agree as follows:

- A. The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, directives, and specifications as may be necessary for the Project.
- C. The Contractor shall supply all labor and supervision necessary to complete all Work as described in the Contract Documents.
- D. The Contractor shall supply equipment, and supplies, necessary to complete all Work as described in the Contract Documents, unless otherwise specified in the Proposal.
- E. Work shall be commenced and completed according to the individual assignments, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- F. Neither party shall hire an employee of the other party for at least twelve (12) months after Contract termination.
- G. This contract shall be effective beginning May 1, 2025 and continue through December 31, 2025.
- H. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of:

\$60 per hour for a minimum of 20 hours per week and maximum of 30 hours per week  
(figures)

\$60 per hour for a minimum of twenty hours per week and maximum of thirty hours per week  
(words)

more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY:

City of Jackson, Missouri

\_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

Address:  
101 Court Street  
Jackson, Missouri 63755

Alliance Water Resources, Inc.

\_\_\_\_\_  
Timothy H. Geraghty, President

ATTEST:

\_\_\_\_\_  
Mary Ann J. Perkins, Secretary

Address:  
206 S. Keene St.  
Columbia, MO 65201





# Retail & Commercial Advisory Partnership

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City of Jackson, Missouri

Prepared by: John Tiedt  
Director, Community Partnerships  
**April 2025**





# Table of Contents

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III	Dedicated Team	5-7
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# Executive Summary:

## Why Partner with Retail Strategies?

### Firm Qualifications

Retail Strategies LLC brings over 250 collective years of retail and real estate experience. Retail Strategies is the only retail consulting firm with the following qualifications:

- 40+ team members with an active real estate license
- USDA technical assistance provider for rural communities
- Lacy Beasley, President of Retail Strategies, serves on the board of ICSC, the nation's largest retail real estate association

### Capacity/Team

Retail Strategies invests heavily in research tools (such as mobile data insights) and has the team to act on the data. With over 65 full-time team members, Retail Strategies has an unmatched depth of ability to perform this work.

### Experience

Retail Strategies has helped improve quality of place in more than 800 communities by measurably increasing retail and restaurant offerings, sales tax collections, and properties but inception in 2013, Retail Strategies has recruited nearly 1,000 retailers into client communities ranging from big box grocery stores to hyper-regional restaurants. Additionally, Retail Strategies offers retail education, downtown revitalization, and small business support to communities across the country.

### Our Interest

Our team has analyzed Jackson's retail, restaurant, and hospitality potential. We'll use proven strategies to identify key properties and make them visible to targeted businesses, maximizing Jackson's chances of attracting new enterprises. We adopt a "rising tide lifts all boats" approach, focusing on businesses that enhance quality of life and strengthen the tax base. By assessing Jackson's current retail landscape, we'll identify market gaps and tailor our efforts to fill them effectively.



**John Tiedt**

Director, Community Partnerships  
Retail Strategies  
202-436-1466

### Industry Involvement







# Scope & Approach:

## Retail & Restaurant Analysis and Recruitment

### 1 Research and Comprehensive Market Analysis

- Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
- Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
- Conduct retail peer market analysis
- Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
- Customized retail market guide including aerial map with existing national retailer brands and traffic counts
- Identification of a minimum of 30 retail prospects to be targeted for recruitment
- Updates provided on retail industry trends
- Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

### 2 Boots on the Ground, Real Estate Analysis, Local Brokerage Outreach

- Identify, evaluate, and catalog priority commercial properties for development, redevelopment, and higher and best use opportunities.
- Identify priority business categories for recruitment and/or local expansion
- Actively initiate outreach to local brokers and landowners.

### 3 Retail Recruitment, Representation, and Outreach

- Retail and restaurant recruitment plan summarizing all customized analytics, target zones for real estate, retail, and restaurant categories for recruitment focus.
- Proactive retail and restaurant recruitment for targeted zones.
- Will contact a minimum of thirty (30) retailers, restaurant owners, brokers, and/or developers.
- Updates on new activity will be provided to City's designated primary point of contact via Basecamp, telephone, or email on a monthly and/or as needed basis.
- One (1) market visit per calendar year will be included in the agreement, and any travel outside of the agreement may be approved and paid for by the City.
- Conference representation and provide updates according to the yearly conference schedule.



# Dedicated Team

## Your Portfolio Team

With over 250 years of collective retail real estate experience, Retail Strategies maintains a 5-1 client to staff ratio. Each Portfolio Team is an expert in their client community's region. As portfolio teams work in their territory, information is constantly being shared. If another Portfolio team meets with a retailer that reveals expansion plans in your territory, we can quickly connect the dots.



**Kam South, PhD**

Senior Portfolio  
Director



**Stephen Dendy**

Retail Development  
Coordinator



**Clay Craft**

Vice President,  
Client Services



**John Tiedt**

Director, Community  
Partnerships



**Ashton Rosen**

Communications  
Manager

## Communication

Our process is built around creating a relationship with you. Through our partnership we will be able to harness your local knowledge and pair it with Retail Strategies' resources and connections to make an economic impact. In addition, this free flow of communication will always allow you to share feedback with our team.

## Reporting & Collaboration

Your dedicated point of contact will be available to answer questions, give feedback, and collaborate on economic development endeavors. Your portfolio team will provide quarterly business reports with insights into active deals.

## Retail Trends

Retail is constantly evolving and changing. Every day, we are processing new information and converting it into insights for our client communities. Throughout the life of our partnership, we will continuously provide updates on industry trends and expansion.

## Transparency

Retail Strategies utilizes a web platform, Basecamp 4, to record and share information shared with our Clients. This platform is username and password protected and keeps our partnership organized.







# Retail Recruitment Key Personnel



**Kam South, PhD**  
Senior Portfolio Director  
ksouth@retailstrategies.com

Kam South is a senior portfolio director at Retail Strategies serving as a liaison with community leaders in client cities throughout the Midwest. With his team, he serves Nebraska, Oklahoma, & Kansas. In this role, Kam serves as the main point of contact between the Retail Strategies team and its clients and makes outreach to real estate professionals on behalf of the community.

He earned his master's degree in Hospitality and Tourism Management from Florida Atlantic University and received his bachelor's degree in Political Science and Government Affairs from Miles College. Kam earned his Ph.D. in Policy Analysis and Management from Cornell University.



**Stephen Dendy**  
Retail Development Associate  
sdendy@retailstrategies.com

Stephen Dendy focuses on retail recruitment and identifies retail, restaurant, and hospitality companies to fill the gaps within his clients.

With a strong background in real estate and client service, Stephen has consistently demonstrated his ability to manage high-volume projects and coordinate efficient workflows. His tenure at The Gray Group, Keller Williams Realty, showcased his expertise in market analysis, client advisement, and team development, where he played a critical role in increasing gross sales significantly. Known for his innovative approach and effective communication skills, Stephen excels in fostering strong client relationships and delivering outstanding results. He holds a degree and real estate license from the University of Alabama.



**Ashton Rosen**  
Communications Manager  
arosen@retailstrategies.com

Ashton supports communications between our Retail Development Coordinators, Portfolio Directors, and municipal clients, ensuring they are well-informed about the latest retail trends. He will work with clients in a dozen states.

Ashton began as an intern, gaining valuable insights into the world of retail real estate. His dedication and passion for the industry were evident from the start. With a focus on effective communication and a deep understanding of our company's mission, Ashton is a crucial asset to our team.



**Clay Craft**  
Vice President: Client Services  
ccraft@retailstrategies.com

As Vice President of Client Services, Clay oversees the Implementation Team at Retail Strategies ensuring client communities receive custom retail recruitment strategies.

During his tenure Clay has been a trusted real estate adviser to more than 90 cities in nine states, most recently in Florida and the Midwest, successfully recruiting countless national and regional retailers to those markets. He has created a strong network of relationships in the Southeast and Midwest with retailers, developers, tenant rep brokers, and is a respected voice throughout those regions.



retail strategies

# Executive Support Team



**Robert Jolly**  
Principal & CEO  
[205] 913-0276  
robert@retailstrategies.com

Robert Jolly co-founded Retail Strategies in 2011 and since then has overseen development of numerous retail projects and has assisted some of the most well-known tenants in the United States with their expansion into new markets.

Robert brings years of experience with previous sales and management positions at Eason, Graham, and Sandner, Inc. and Black and Decker Corporation. He was the Birmingham Commercial Rookie of the Year in 1998, named one of the "Top 40 Under 40" in 2004, and "Who's Who of Commercial Real Estate" in 2005 and 2010. Over the course of his career Robert has leased, managed, and developed millions of square feet of retail space.

Robert graduated from the University of Alabama majoring in marketing and English. He is a member of ICSC and in 2008 earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute. Robert holds a broker's license in Alabama, Mississippi, Georgia, Florida, Tennessee, Louisiana, South Carolina and Oklahoma.



**Lacy Beasley**  
President  
[615] 330-7987  
lacy@retailstrategies.com

Lacy serves as President of Retail Strategies. She has been involved in retail real estate since 2005. Her experience with The Shopping Center Group and the Dickson County Chamber of Commerce prior to joining Retail Strategies provides her with the insight to understand the connections needed from the public and private side of the conversation.

A graduate of Lipscomb University, she earned her double major in Marketing and Management. Beasley is the ICSC TN Government Relations Chair and has served on committees with CCIM, EDAA, and multiple ICSC planning committees. Her articles have been published in Shopping Centers Today, Site Selection Magazine and AL Retail Federation.

Lacy has spoken on retail trends and best practices in retail recruitment at more than 75 events including ICSC, American Association of Retirement Communities, American Public Power Association, Tennessee Valley Authority, ElectricCities of NC, Georgia Power, Southeastern Economic Development Council and state-wide economic development and municipal associations in AZ, LA, OK, TN, AL, MS, KY and GA.



**Mead Silsbee**  
Principal & CFO  
[205] 410-9456  
mead@retailstrategies.com

Mead Silsbee co-founded Retail Strategies in 2011 and brings over a decade of real estate experience to the company. Most recently Mead worked on the retail team at Eason, Graham, and Sandner, Inc. in Birmingham, Alabama. Over the course of his career Mead has leased, managed, and developed millions of square feet of retail space.

Mead graduated from the Randolph-Macon College in Ashland, Virginia where he earned a bachelor's degree in history and economics. In 2008, he earned the coveted Certified Commercial Investment Member (CCIM) designation from the Commercial Real Estate Investment Institute and is a member of the International Council of Shopping Centers (ICSC).



**Scott vonCannon**  
COO  
[205] 482-1347  
scott@retailstrategies.com

Scott vonCannon came to Retail Strategies from Nashville, TN with an extensive background handling economic and community development marketing initiatives. He brings over 6 years of experience working with State officials, Economic Developers, Chambers of Commerce, and municipalities to help promote business growth within Cities, States and Regions around the Country. Scott graduated from Auburn University with a bachelor's degree in Business Administration with a concentration on Marketing. Scott has been an ICSC member for over 3 years and serves as the ICSC P3 Retail Private Sector Chair in Alabama. He also serves on the AL EDAA Retail Committee. Scott is a licensed real estate professional and has completed working to obtain his CCIM designation.

Scott has presented on retail trends and best practices to over 50 municipal, economic development, chamber of commerce and regional groups throughout the Southeast. He has worked with numerous developer, retailers and brokers throughout the Southeast and Sun Belt region. He and his team has assisted in the recruitment of over 45 retailers to our client markets.



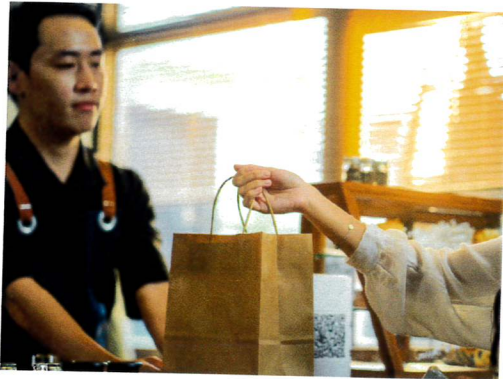


# Detailed Pricing

We appreciate the opportunity to partner with Jackson.

Our services will help reduce your annual retail leakage, pay a return by adding jobs, increase sales tax revenue, and new businesses that enhance your community

Every component of our service outlined in this RFP is included in our proposed budget. There are no additional travel costs or commissions.



Year	Cost
Year One	\$50,000
Year Two	\$50,000
Year Three	\$50,000





retail strategies

V

# Success & References



T.J. maxx

HARBOR  
FREIGHT  
TOOLSTSC TRACTOR  
SUPPLY COROSS  
DRESS FOR LESS

five BELOW



\$46M

Annual Sales Tax  
in Client Communities

800+

Retailers Recruited

13,280

Jobs Created  
(Estimated)

## References

### Marc Roe

Executive Director  
Ottumwa Partners  
(641) 814-5902  
marc@ottumwaiowa.com

### Mike Troup

Mayor  
Quincy, IL  
(217) 228-4545  
mayor@quincyl.gov

### Crystal Jones

Economic Development  
Director, Perry County EDA  
(573) 547-1097  
crystal@perrycountymo.org

### Matt Brooke

City Manager  
Clinton, IA  
(563) 594-6742  
mattbrooke@cityofclintoniowa.us

### Dr. Marcie Mack

Executive Director  
Enid Regional Development  
(580) 233-4232  
marcie@growenid.com

Strictly Private &amp; Confidential



# Minimum Qualifications

Retail Strategies meets or exceeds the qualifications in every category as specified below:

Vendor has 20 years experience in retail and restaurant recruitment.

Vendor has 20 years experience making outreach to property owners, brokers, developers, retailers, restaurant, and other retail industry players on behalf of their Clients.

Vendor has 25 registered members of International Council of Shopping

Vendor has 40 members of staff with a current Real Estate License.

Vendor has demonstrable experience with relationships and connections to business and restaurant owners and operators.

Vendor has 20 years experience in data collection, reporting, and identifying opportunities for the expansion and attraction of new retail sales operations and restaurants.

Vendor provides at minimum quarterly updates for retail businesses and restaurant recruitment efforts.





# Scope of Work

## A Proven Process



### Market Analysis

The first step is to understand who your consumers are, not just your constituents. Utilizing mobile data, we can uncover where people are coming from and what is their buying power.



### Real Estate Assessment

Every retail site in your market will be catalogued by your team at Retail Strategies; shopping centers needing to be backfilled, open land ready for development, or under-utilized retail space all will be assessed by a licensed real estate professional.



### Retail Strategy

Based off your data, real estate assets, community input and retail trends, we will develop a retail strategy with specific restaurant, grocery, home improvement, entertainment, and hospitality prospects that are the right fit for your community.



### Business Attraction and Community Representation

This is where the rubber meets the road with human effort. Jackson will receive a dedicated team to represent your city by connecting with retailers, brokers, property owners, tenant reps and any other industry players.





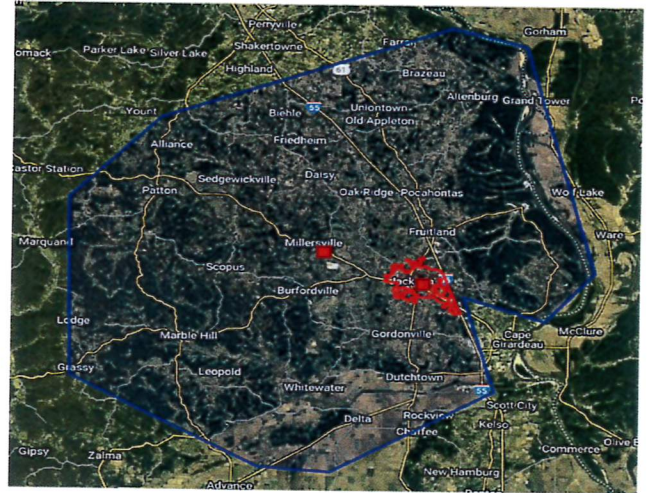
# Scope of Work

## Research

### What you receive:

The cycle begins with market analysis. Your team will take a deep dive into the data, advanced analytics, and proprietary tools developed in house to uncover and define the potential in your community.

Our primary data source consistently delivers the highest level of accuracy and allows our team to analyze and deliver over 3,365 individual variables (per geography) providing the deepest, most reliable, information possible to our Clients.



#### Mobile Data Collection

An industry leading report which utilizes cell phone data to identify the home and work location of consumers that visit a defined shopping area within the community.

#### Trade Area Identification

By utilizing mobile data collection, data and analytics, and real estate acumen, our team will identify shopping patterns within your community that will answer key questions for retailers.

#### Peer and Void Analysis

After reviewing key demographic information, we will deliver a list of uses, businesses, and opportunities for your community. These potential businesses will elevate your downtown.

#### Retail Leakage Analysis

Examining the market supply and market demand within the trade area to uncover the categories of retail being desired by your community.

#### Consumer Expenditures

Drilling down into each retail segment to identify and understand what your consumers spending patterns are.

#### Psychographic Analysis

Defines the type of consumers in your market by breaking down consumers demographic characteristics, consumer preferences, consumer expenditures, and cultural ideals.

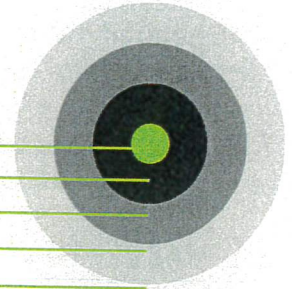


# Scope of Work:

## Real Estate Analysis

Data and maps don't tell your real estate story. Your team of retail real estate professionals travel to your community to uncover your strategic and underutilized real estate assets. Some of the site metrics we catalogue are:

- Available Commercial Property
- Off-Market Commercial Property
- New Development Sites
- Site Access
- Parking
- Signage/Visibility
- Co-Tenancy
- Existing Retailers



### Site Selection Criteria

<b>Type of Retailer</b>	Food & Beverage
<b>Demographic Radius Ring Requirement:</b>	3
<b>Minimum Population Requirement:</b>	50,000
<b>Household Income Requirement</b>	\$50,000
<b>Traffic Count</b>	20,000 VPD
<b>Number of SF or AC:</b>	1,100 SF-4,500 SF
<b>Location Comments:</b>	Need 2-3 Acres at the best site in town with excellent access, visibility, and traffic. Employs on average 44 people. Average Sales Volume \$9,300,000.

Your team gets to know property owners, developers, and local brokers who represent these properties. Your team works with all of these as a service provided by the city.

Real Estate is the key to every retail business expansion. In addition to recruiting more than 700 business into client communities, the Retail Strategies team has corporate experience with some of America's top retailers. This experience means that Retail Strategies has some of the deepest understanding of retail site selection criteria in the United States.

Retail Strategies is the **only** retail consulting firm with over 250+ years of retail real estate experience. We utilize our collective knowledge to provide the most thorough, and creative, assessment of your community.

The Retail Strategies team is the **only** retail consulting firm with 25+ licensed real estate agents and 5 Certified Commercial Investment Members on staff.







# Scope of Work

## Retail Strategy

At the end of our discovery process - we combine your data, analytics, real estate, and community vision to create your Retail Recruitment Plan and Strategy.

This **70+ page document** highlights our research on the community, demographic information, retail analysis and our Boots on the Ground real estate analysis.

Identified are the top prospects where our team of experts will perform outreach to match your real estate and market opportunities.

## Strategy Presentation

Retail Strategies will present the plan for approval before implementation. As your partner, your buy-in is vital to our efforts and our success.

Once approved, your dedicated team will kick into high gear to connect with the retail, restaurant, hospitality and real estate community to move the needle on business recruitment.

## Marketing Guide

Marketing flyers are a condensed version of the recruitment strategy that can be shared in your community. Marketing Guides showcase critical market data and real estate information to illustrate the top facts industry professionals need to know about your community. Client cities can upload these documents to their website, keep printed versions in their office, and distribute them to interested parties.





# Scope of Work

## Retail & Restaurant Recruitment

Once a plan is delivered, it does not sit on a shelf. It is implemented using the human effort that yields results. Your team acts as an extension of your staff to proactively recruit the right retail into your community.

### Outreach

Your dedicated team will use the information gathered and presented in the Retail Strategy to engage in conversations with developers, tenant reps, and commercial real estate brokers. Retail Strategies utilizes the network of all 65 employees to facilitate conversations with brands that are aligned with your community's assets and opportunities.



### Conference Representation

Each year our team attends more than a dozen retail real estate conferences including ICSC Midwest, ICSC Las Vegas and RetailLive!

At the conferences we will conduct meetings with targeted retailers, restaurants, brokers, and developers on your behalf. Your team will use these conferences to build and maintain relationships on your community's behalf, provide your community with updated trends, and understand the growth strategy of retail brands.



### Objective Real Estate Expertise

While each individual real estate broker or local property owner is most concerned with their individual portfolio, Retail Strategies will be concerned with Jackson's best interest on these sites. Instead of backfilling a site with another mattress store or dollar general we will work with the local brokerage community to fill sites with retailers your constituents want that will grow the retail base.





retail strategies



retailstrategies.com | (205) 314-0386 | info@retailstrategies.com

2200 Magnolia Ave South, Suite 100, Birmingham, AL



BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *RETAIL STRATEGIES, LLC, OF BIRMINGHAM, ALABAMA*, RELATIVE TO *PROVIDING SERVICES UNDER THE RETAIL DEVELOPMENT SERVICES PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Retail Strategies, LLC, of Birmingham, Alabama**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: April 21, 2025.

SECOND READING: April 21, 2025.

PASSED AND APPROVED this 21st day of April, 2025, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## AGREEMENT TO PROVIDE CONSULTING SERVICES RETAIL DEVELOPMENT SERVICES PROGRAM

This Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of the City of Jackson, Missouri, a municipal corporation (the “Client”), and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”), on this \_\_\_\_\_ day of \_\_\_\_\_ 2025 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

### R E C I T A L S:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the “Services”).
2. **TERM.** The Consultant’s engagement and provision of Services will commence upon the Execution Date as set forth above. The Consultant’s engagement and this Agreement will terminate automatically on the third anniversary of the Execution Date (the “Term”) unless earlier terminated as provided in Section 6 below. At the end of the Term, the Client, acting by and through the Client Representative, may extend the Term at its option for successive periods on such terms and conditions as the Client Representative, acting for and on behalf of the Client, and the Consultant may agree upon in writing.
3. **CONSULTING FEE.**
  - A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”) in an amount equal to \$150,000. The Consulting Fee will be paid in installments of immediately available funds as follows:

Contract Period	Payment Date	Payment Amount
Year One	Upon execution of this agreement	\$50,000
Year Two	On or before the 1st anniversary of the Execution Date	\$50,000

Year Three	On or before the 2 <sup>nd</sup> anniversary of the Execution Date	\$50,000
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- B. Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A.

**4. CLIENT INFORMATION AND ACCESS.**

- A.** To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports, and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.
- B.** To facilitate such access and Consultant's delivery of the Services, the Client designates the City Administrator (the "Client Representative"), currently Matt Winters. The Client Representative will serve as the primary liaison between the Consultant and the Client. The Client Representative will have responsibility for regular communications between the Client and the Consultant, including providing updates in a timely manner through Basecamp. The Client Representative's communications to the Consultant will include information regarding retail growth and development, such as actual and prospective business openings and closings, changes in economic drivers (e.g., significant increases or decreases in workforce of major employers, school enrollments, housing or healthcare services) and changes in the ownership of targeted real estate (e.g., transfers of real estate or changes in the finances of ownership). The Client Representative will also be responsible for disseminating updates relative to Consultants' activities related to scope of work to members of local stakeholder groups of the Client (e.g. Mayor and Board of Aldermen, Economic Development Board, and Jackson Area Chamber of Commerce, etc.).
- C.** The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

- 5. INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions, or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the

Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

## 6. **TERMINATION.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.
- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Jackson, Missouri  
 101 Court Street  
 Jackson, MO 63755  
 Email: mwinters@jacksonmo.org

Attention: Matt Winters, City Administrator

Consultant: Retail Strategies, LLC  
 2200 Magnolia Ave. South, Suite 100  
 Birmingham, AL 35205  
 Email: sleara@retailstrategies.com  
 Fax: (205) 313-3677  
 Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

**8. INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

**9. STANDARD TERMS.**

- A. Affiliated Services:** Client acknowledges that affiliates of consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.
- B. Law and Venue:** This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.
- C. Defenses:** No provision of this Agreement shall constitute a waiver of the Client's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.
- D. Indemnity:** To the fullest extent permitted by law, the Consultant agrees to indemnify, defend and hold harmless the Client, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of

use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of the Consultant its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the Consultant or anyone for whose acts the Consultant may be liable, regardless of whether caused in part by the negligence or wrongdoing of the Client and any of its agents or employees. **NOTWITHSTANDING THE FOREGOING, CONSULTANT'S MAXIMUM FINANCIAL OBLIGATIONS FOR INDEMNIFICATION TO THE INDEMNIFIED PARTIES SHALL BE EXPRESSLY LIMITED TO THE TOTAL SUM OF (i) ALL INSURANCE COVERAGES PROVIDED BY CONSULTANT AS REQUIRED IN SECTION 9E (below), PLUS (ii) ANY CONSULTING FEES PAID TO CONSULTANT PURSUANT TO THE TERMS OF THIS AGREEMENT.**

**E. Insurance:** The Consultant must furnish proof of public liability, property damage, and workmen's compensation insurance in the following amounts.

- Professional Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
- Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- Additional Insured Endorsement naming the City of Jackson, Missouri as an additional insured.

**F. Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

**G. Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo, and other identifying information on the Consultant's website and in marketing and sales materials.

**H. Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.

- I. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- J. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.
- K. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure, and refund provisions of Section 6(B) of this Agreement.
- L. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- M. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- N. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- O. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- P. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- Q. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- R. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.



- S. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- T. **VERIFICATION OF EMPLOYMENT ELIGIBILITY:** Notice is hereby given that Section 285.530 of the Revised Statutes of Missouri requires that no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Any business entity providing work under any contract in excess of \$5,000.00 shall participate in a federal work authorization program (such as E-Verify) and shall provide documentation of such participation to the Client.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

**CLIENT:**

**CITY OF JACKSON, MISSOURI**

By: \_\_\_\_\_  
Mayor Dwain L. Hahs

**ATTEST:**

\_\_\_\_\_  
City Clerk

**CONSULTANT:**

**RETAIL STRATEGIES, LLC**

By:   
Name: Scott VonCannon  
Title: COO

## EXHIBIT A

### RETAIL DEVELOPMENT SERVICES PROGRAM

#### **I. CONSULTANT AGREEMENT**

*This section outlines what Retail Strategies, LLC (the “consultant”) will provide to the City of Jackson, Missouri (the “client”).*

##### **A. RESEARCH**

1. Identify market retail trade area using political boundaries, drive times and radii and custom boundary geographies
2. Perform market and retail GAP analysis for trade area (i.e. leakage and surplus)
3. Conduct retail peer market analysis
4. Tapestry lifestyles – psychographic profile of trade area / market segmentation analysis
5. Customized retail market guide including aerial map with existing national retailer brands and traffic counts
6. Identification of at minimum 30 retail prospects to be targeted for recruitment
7. Updates provided on retail industry trends
8. Custom on-demand demographic research – historical, current, and projected demographics – to include market trade areas by radius/drive time, and custom trade area

##### **B. REAL ESTATE ANALYSIS**

1. Identify/Evaluate/Catalog priority commercial properties for development, redevelopment and higher and best use opportunities
2. Identification of priority business categories for recruitment and/or local expansion
3. Active outreach to local brokers and landowners

##### **C. RETAIL RECRUITMENT**

1. Retail recruitment plan delivered to client summarizing all customized analytics, target zones for real estate and retail categories for recruitment focus.
2. Pro-active retail recruitment for targeted zones
3. Will contact a minimum of 30 retailers, restaurants, brokers and/or developers
4. Updates on new activity will be provided to Client’s designated primary point of contact via Basecamp, telephone, or email on a monthly and/or as needed basis
5. One market visit per calendar year included in agreement, any travel outside of the agreement shall be approved and paid for by the contracting entity
6. Conference representation- updates provided according to the yearly conference schedule

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AMENDING THE "OFFICIAL ZONING DISTRICT MAP" OF THE CITY OF JACKSON, MISSOURI, AS ADOPTED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI; SAID AMENDMENT IS IN ORDER TO RECLASSIFY A CERTAIN DESCRIBED AREA OF THE CITY OF JACKSON, MISSOURI, FROM R-2 TO R-4, ALL IN ACCORDANCE WITH THE AUTHORITY GRANTED TO THE BOARD OF ALDERMEN BY VIRTUE OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.**

WHEREAS, Robert W. Phillips and Belinda Phillips, owners of a certain tract of land herein referred to, has heretofore submitted to the City Planning and Zoning Commission for its consideration the rezoning of certain territories located in the City of Jackson, Missouri, said property being described as parcel number 15-101-00-02-004.01-0000, consisting of a 6.36 acre lot, within the city limits as set out in Exhibit A which is attached hereto and incorporated herein as if fully set forth; and,

WHEREAS, the City Planning and Zoning Commission has heretofore reported to the Board of Aldermen that it disapproved the requested zoning change; and,

WHEREAS, the City Planning and Zoning Commission and the Board of Aldermen have heretofore complied with all of the provisions of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, the Board of Aldermen believes it is in the best interest of the citizens of the City of Jackson, Missouri, to rezone the aforesaid area as requested by the applicant.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That the Zoning Ordinance and the accompanying "Official Zoning District Map" of the City of Jackson, Missouri, are hereby amended insofar as they relate to the property described

on Exhibit A which is attached hereto and incorporated herein as if fully set forth; that said property is hereby rezoned from R-2 Single Family Residential District to R-4 General Residential District.

Section 2. That the application for rezoning as submitted by the owner is attached hereto, marked Exhibit A and incorporated herein as if fully set forth.

Section 3. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to amend the "Official Zoning District Map" of the City of Jackson, Missouri, and to certify same and to keep said map on file in the office of the City Clerk and an updated copy shall be placed at City Hall, City of Jackson, Missouri.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: April 21, 2025.

SECOND READING: April 21, 2025.

PASSED AND APPROVED this 21st day of April, 2025, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE APPROVING THE PROPOSED REZONING FOR A SPECIAL USE PERMIT FOR CERTAIN PROPERTY IN THE CITY OF JACKSON, MISSOURI, DESCRIBED IN EXHIBIT A; SETTING FORTH THE AREA FOR SPECIAL USE AND THE CONDITIONS OF SPECIAL USE; ALL IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.**

WHEREAS, the City Board and the Planning and Zoning Commission have considered a proposed special use permit for property described as parcel number 15-101-00-02-004.01-0000 consisting of a 6.36 acre lot owned by Robert W. and Belinda Phillips, as set out in Exhibit A which is attached hereto and incorporated herein by reference; and,

WHEREAS, a public hearing was held on said special use permit in accordance with Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, a special use permit for a multi-family residential development with more than one building in an R-4 General Residential District on a 6.36 acre lot recorded with the Cape Girardeau County Recorder of Deeds in Document #2023-08426 may be granted by virtue of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, after duly considering the recommendations of the City Planning and Zoning Commission and other input received at the required public hearing, the Board of Aldermen of the City of Jackson, Missouri, has decided it is in the best interests of the citizens of the City of Jackson, Missouri, to grant a special use for said property.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That an application for a special use permit, which said application is marked Exhibit A and attached hereto, is hereby approved, and a special use permit is hereby issued to Robert

and Belinda Phillips as the current owners of said property, and Wren Capital Investments as the proposed owner of said property, co-applicants for the special use permit request.

Section 2. That the property set forth in Exhibit A is hereby granted a special use permit for a multi-family residential development with more than one building in an R-4 General Residential District on a single 6.36 acre lot recorded with the Cape Girardeau County Recorder of Deeds in Document #2023-08426.

The aforesaid special use permit is subject to the following specific conditions:

1. Compliance with all ordinances of the City of Jackson.
2. The dedication to the City of the existing sanitary sewer easement as recorded with the Cape Girardeau County Recorder of Deeds in Document #2023-08426 to be completed prior to approval to begin work.
3. The dedication to the City of all necessary easements for any and all public utilities of at least 15 feet wide to include routes for access by maintenance vehicles all at no cost to the City.
4. All on-street parking shall be designed to maintain and allow for a fire lane of 18 feet wide.
5. Trash service shall be responsibility of the owners of said property.
6. The current and future owners of said property agree, hereby acknowledge, and are notified by the recording of this ordinance that the City does not accept nor is it responsible for the ownership, maintenance, or liability for the private roads of said property.

Section 3. That included in Exhibit A are the formal findings and conclusions of the Board of Aldermen.

Section 4. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to indicate on the "Official Zoning District Map" of the City of Jackson, Missouri, the above special



- 3 -

use permit and the date of issuance thereof and to certify same and to keep said map on file in the office of the City Clerk and a copy displayed in City Hall, City of Jackson, Missouri; and that said City Clerk is further directed to indicate on said "Official Zoning District Map" the existence of special conditions on the use of the aforesaid property.

Section 5. Violation of the special conditions listed above may result in revocation of the special use permit, prosecution, or fine under the zoning ordinances.

Section 6. This special use permit is issued to the co-applicants who are current owners of the property, Robert W. and Belinda Phillips, and the proposed owner of the property, Wren Capital Investments, and shall not be assigned or otherwise transferred by said co-applicants. This special use permit runs with the co-applicants and not the land.

Section 7. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 8. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: April 21, 2025.

SECOND READING: April 21, 2025.

PASSED AND APPROVED this 21st day of April, 2025, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## PUBLIC WORKS MEMORANDUM

# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Janet Sanders, Director of Public Works

**DATE:** April 16, 2025

**RE:** Change Order #2 – Jackson North Industrial Park Improvements

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Attached is Change Order #2 for the Jackson North Industrial Park Improvements (formerly known as Project Scotland). This change order adds \$79,350.00 for rock excavation and an additional 31 days due to inclement weather. The Change Order has been recommended for approval by Koehler Engineering, our construction engineer for this project.

All utility relocations have been completed and Cane Creek Road is currently in the process of being paved by Fronabarger Concreters under the inspection of Koehler Engineering.

As always, if you have questions, please contact me at [jsanders@jacksonmo.org](mailto:jsanders@jacksonmo.org) or 573-243-2300 x 2031.

**CHANGE ORDER No. 2**CONTRACTOR: Fronabarger Concreters, Inc.LPA: City of Jackson, MissouriPROJECT NAME: Jackson Industrial Park - Proj. ScotlandPROJECT NO.: CDBG:SLRFP4542**The Contractor is hereby directed to make the following changes from the contract:****1. DESCRIPTION AND REASON FOR CHANGE:**

Due to the extensive inclement weather, the project construction completion date is being set back.

**2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.**

EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT PRICE	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
100	--	Mass Rock Excavation	0.00	1587.00	1587.00	CY	\$50.00	\$79,350.00	
TOTALS:								\$79,350.00	\$0.00

**3. SETTLEMENT FOR COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:**

No other changes or modifications

**4 COMMENTS:**

During Construction, a measured quantity of 1,587 cubic yards of mass rock excavation was required. The contract stipulated a price of \$50.00 per cubic yard for this work if needed, resulting in a contract increase of \$79,350.00.

**5 ADJUSTMENTS IN CONTRACT TIME:**Original Contract Completion Date:  
Days Added in Previous Change Order(s):  
Days Added This Change Order:  
Proposed Completion Date:Added Days:  
8-Mar-25  
54  
31  
1-Jun-25**6 COST ADJUSTMENTS TO THE CONTRACT:**

1. CONTRACT AMOUNT
2. OVERRUN THIS ORDER
3. OVERRUN PREVIOUS
4. UNDERRUN THIS ORDER
5. UNDERRUN PREVIOUS
6. PROJECT TOTAL

	\$668,415.00
\$79,350.00	
\$0.00	
	\$747,765.00

**THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:**

APPROVED: (OWNER)

DATE

APPROVED: (CONTRACTOR)

DATE

APPROVED : MISSOURI DEPARTMENT OF ECONOMIC DEV. DATE

APPROVED: (CONSTRUCTION ENGINEER)

4/16/2025



## PUBLIC WORKS MEMORANDUM

# City of Jackson

TO: Mayor and Board of Aldermen

CC: Matt Winters, City Administrator

FROM: George L. Harris P. E., City Engineer

DATE: April 3, 2025

RE: Modification to Task Order 24-02 WWTP NPDES Permit Renewal Project

The proposed modification to Task Order 24-02 includes costs referenced under a Phase 1 and Phase 2 designation. The total modification is for an additional \$17,370.00 which includes \$3,000.00 for additional work related to the original scope of work plus \$14,370.00 for an additional scope of work which is referred to as Phase 2.

Original Task Order 24-02 (Phase 1) Cost	\$12,100.00
Additional Scope Costs for Phase 1	\$3,000.00 (see Note 1)
<u>Modification to Task Order 24-02, Phase 2</u>	<u>\$14,370.00 (see Note 2)</u>
Total Modification to Task Order 24-02	\$17,370.00
Revised Total for Task Order 24-02	\$29,470.00

Note 1: The original Task Order included assisting the city in submitting a permit renewal application for the city's WWTP NPDES permit. Phase 1 included the initial permit application. Additional cost includes time not originally budgeted for completion of a "no exposure" form.

Note 2: Phase 2 includes additional scope to assist with the draft NPDES permit review process. The new scope includes a local limit evaluation, **due 180 days after city's new NPDES permit is issued** and is the result of DNR review comments generated during the renewal process. The Local Limit requirement is a "needs" evaluation. Based on this evaluation, a report will determine if the city's local limits associated with the city's **industrial pretreatment program** are adequate (MDNR calls it Part 1) or if they need updating (MDNR calls it Part 2).

#### Additional:

If updates are needed (Part 2), the report will include a second part, and the city will need to submit a program update to MDNR, including updates to the local limits in our City Ordinances. The current goal is to ensure that the current limits adequately protect your wastewater system and establish that Part 2 will not be required.

**Project Name** Pretreatment Program Implementation Services  
**Client** for Sept 2024 - Dec 2025  
**Project Location** City of Jackson  
**Date of Scope Estimate** Jackson, MO  
**Fee Estimate for Above-Referenced Project** 3/18/2025  
**Notes** \$17,370.00



Scope provided below is associated with the draft NPDES permit review. Scope for Local Limits Part 1 provided below is associated with a Pretreatment Program Update which is initiated when the NPDES permit is re-issued by the State. A Part 2 to the Local Limit Evaluation may be needed, dependent upon the findings of Part 1.

**Table 1: Contract for Pretreatment Services**

Task Item	Scope Item	Description	Deliverable	Task Fee
Task 1	Local Limit Evaluation: Part 1	Evaluate local limits to confirm if they are still protective of the POTW	Local Limit Part 1 Summary Report	\$14,370
Subtask 1.1	Data Upload			
Subtask 1.2	Documentation of Design Capacity			
Subtask 1.3	Confirm Pollutants of Concern			
Subtask 1.4	Mass balance			
Subtask 1.5	Communication or meeting with client or regulators			
Task 2	NPDES Permit Renewal	Process to provide a permit renewal review	Permit Draft Review	\$3,000
Subtask 2.1	Review & Comment on Draft Permit			
<b>Total Project Cost</b>				<b>\$17,370.00</b>

**Client's  
Responsibilities**

Ready access to files and information  
 Labor and equipment for sample collection  
 Fees for monitoring and analysis  
 Costs associated with mailings  
 Client personnel available for all site visits



## PUBLIC WORKS MEMORANDUM

# City of Jackson

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**TO:** Mayor and Board of Aldermen

**FROM:** Janet Sanders, Director of Public Works

**DATE:** April 16, 2025

**RE:** Sunset Drive Bridge Replacement – Task Order 25-03

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Attached is a proposal from Koehler Engineering for a Task Order to add Construction Engineering, including inspections and testing to their engineering services for the Sunset Hills bridge project for the amount of \$25,956.00. Engineering costs were not included in the MODOT BRO grant application and are not eligible for grant reimbursement. This is a continuation from the design engineering phase of this project and is expected to carry through the completion of the project.



# KOEHLER ENGINEERING & LAND SURVEYING, INC.

194 Coker Lane  
CAPE GIRARDEAU, MO 63701  
PH: (573) 335-3026 FX: (573) 335-3049

April 14, 2025

Ms. Janet Sanders  
Director Of Public Works  
City of Jackson, Missouri  
101 Court Street  
Jackson, Missouri 63755  
Via email: jsanders@jacksonmo.org

**RE: Construction Engineering Services for BRO-B129(001)  
Bridge for Entry into Sunset Subdivision, Jackson, MO**

Ms. Sanders,

In accordance with your request, I have reviewed the project schedule and anticipated construction inspection needs, and prepared the attached cost development.

Our scope of services would be as follows:

- to assist in the project bidding
- review of bids and making a recommendation of award
- prepare contract documents and exhibits for execution
- During construction, act as the City's representative in administration of the contract, including:
  - Review construction submittals, request for information, pay submissions, etc. for the project during construction
  - conduct periodic inspection of the construction work to ensure compliance with the project plans and specifications
- Perform materials testing (soils, aggregates, concrete, etc.) during construction, and provide reporting of same to the City and the Missouri Department of Transportation.
- Inspect placement of beams, guardrail, etc. during construction.
- Prepare final reporting and certifications for the Missouri Department of Transportation.
- Issue certificate of completion and recommend acceptance by the City.

Our fees for the project under this proposal would be as follows:

- Construction Phase Services (Conventional Bridge): \$25,956.00  
(See Fee Development attached)

Thank you for the opportunity to provide this proposal to the City of Jackson for this project. If you need any further information, have any questions, or I can be of any further assistance in any capacity, please contact me at your earliest convenience.





Best Regards,

KOEHLER ENGINEERING &  
LAND SURVEYING, INC.

A handwritten signature in blue ink, appearing to read 'Chris Koehler', with a large, stylized initial 'C'.

Chris Koehler, PE, PLS

## Sunset Bridge Replacement Bridge Structure

=

### Construction Phase Services:

#### Project Management

Description:	Hours	Rate	Total
PM, Review and oversight	10	\$ 165.00	\$ 1,650.00
<b>Subtotal:</b>			<b>\$ 1,650.00</b>

#### Bidding Services:

Description:	Hours	Rate	Total
Principal	4	\$ 165.00	\$ 660.00
Senior PE	2	\$ 135.00	\$ 270.00
Engineer III	0	\$ 105.00	\$ -
<b>Subtotal:</b>			<b>\$ 930.00</b>

#### Construction Inspection and Testing:

Description:	Hours / EA	Rate	Total
Principal	8	\$ 165.00	\$ 1,320.00
Survey Field Crew	4	\$ 165.00	\$ 660.00
Design PE	16	\$ 135.00	\$ 2,160.00
Engineer III	12	\$ 105.00	\$ 1,260.00
Materials Technician	176	\$ 66.00	\$ 11,616.00
Nuclear Gage	6	\$ 34.00	\$ 204.00
Concrete Specimens	48	\$ 34.00	\$ 1,632.00
Grout Cubes	18	\$ 34.00	\$ 612.00
<b>Subtotal:</b>			<b>\$ 19,464.00</b>

#### Administrative Services:

Description:	Hours	Rate	Total
Administrative Assistant	24	\$ 42.00	\$ 1,008.00
Materials Technician	44	\$ 66.00	\$ 2,904.00
<b>Subtotal:</b>			<b>\$ 3,912.00</b>

<b>Total Estimated Fee for Construction Phase Services:</b>	<b>\$</b>	<b>25,956.00</b>
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## PUBLIC WORKS MEMORANDUM

# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Janet Sanders, Director of Public Works

**DATE:** April 16, 2025

**RE:** Nine Oaks First Subdivision Lot 47 Sewer Lateral

After the previous rejection of the sole bid for \$86,074.29 plus \$1,200 / cu. yd. for rock excavation for the Nine Oaks Lot 47 Sewer Lateral project. The scope of the project was revised and the project re-bid. Attached are the results of the second bid process for which three bids were received.

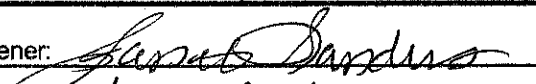
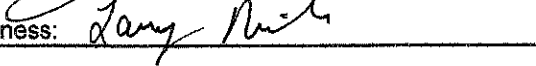
Fronabarger Concreters' bid is recommended for acceptance for this project.

As always, if you have questions, please contact me at [jsanders@jacksonmo.org](mailto:jsanders@jacksonmo.org) or 573-243-2300 x 2031.

**CITY OF JACKSON**  
**Nine Oaks Subdivision Lot 47 Sewer Lateral**  
**PROPOSAL DUE DATE: April 8, 2025**

**BID TABULATION**

CONTRACTOR	Lump Sum Bid	Rock Excavation	Addendum Acknowledged	BID BOND Y/N
Jokerst, Inc.	\$113,139.00	\$350.00 / cu. yd.	Y	Y
Fronabarger Concreters, Inc.	\$23,250.00	\$250.00 / cu. yd.	Y	Y
Putz Construction, LLC	\$72,484.70	\$600 / cu. Yd.	Y	Y

Signed by opener:   
Signed by witness: 

**BID FORM**

1. Bid Recipient

This Bid is submitted to:

Office of the City Clerk  
City Hall – City of Jackson  
101 Court Street  
Jackson, Missouri 63755

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. Bidder's Acknowledgements

By signing and submitting a Bid Form, the Bidder acknowledges that Bidder understands and accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

3. Bidder's Representations

In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges the receipt of the following Addenda, if any (if no Addenda are issued, mark "N/A"):

Addendum No.	Addendum, Date
Addendum #1	4/4/25

- b. Bidder has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied all Supplementary Conditions of the Bidding Documents and is aware of any special, uncommon, or any requirements beyond the general requirements and description of the Work.
- e. Bidder has considered the information known to Bidder itself information commonly known to contractors doing business in the locality of the Site and the Bidding Documents with respect to the

effect of such information, observations, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.

- f. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- g. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- h. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- i. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- j. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 4. Bidder's Representations

By submitting this Bid Form, Bidder certifies that:

- a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
  - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
  - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and,

- iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5. Quantity Estimate

The quantity estimates stated in the specifications were derived using reasonable assumptions. These quantities are shown and furnished for the information of the bidder and for comparison of bids. No guarantee is made or implied regarding the accuracy of the bid items. The Contractor may not exceed estimate of quantities and expect payment unless overage is authorized in writing by the Owner.

6. Basis of Bid

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Price, excluding rock excavation	\$ 23,250.00
Rock Excavation, per Cu. Yd. – quantity undetermined	\$ 250.00 / yd

Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

7. List of Major Subcontractors

The names of Major Subcontractors to be used for this Work shall be entered in the spaces provided below. Upon award of a contract, the named Subcontractors shall be used, without exception, other than as defined in these Bid Documents. Any substitution of named Major Subcontractors to be used for this Work shall be subject to concurrence of the Owner and shall be confirmed by Change Order. Failure to furnish all information requested in this listing may be cause for rejection of the Bid.

	Area of Work	Name of Subcontractor (state "None" if Bidder will complete work)
1.	BORING	EASTERN MISSOURI INDUSTRIES
2.		
3.		
4.		
5.		



8. Time of Completion

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates within ninety (90) calendar days of issuance of the Notice to Proceed. Bidder accepts the provision of the Agreement as to liquidated damages.

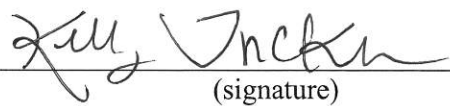
9. Bid Submittal Agreement

Bidder: Fronsbarger Concreters, Inc.

By:   
(signature)

David McMullin  
(print)

President  
(title)

Attest:   
(signature)

Kelly Tucker  
(print)

Secretary  
(title)

Note: If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.

Address for giving notices to Bidder:

3290 State HWY E  
Oak Ridge, MO, 63769

Phone: (573) 266-3212

Email: david@fronsbarger.com

Contact: David McMullin

Bidder's License No.: \_\_\_\_\_  
(if applicable)



BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *FRONABARGER CONCRETERS, INC., OF OAK RIDGE, MISSOURI*, RELATIVE TO THE *NINE OAKS FIRST SUBDIVISION LOT 47 SANITARY SEWER LATERAL PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Fronabarger Concreters, Inc., of Oak Ridge, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: April 21, 2025.

SECOND READING: April 21, 2025.

PASSED AND APPROVED this 21st day of April, 2025, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## CONTRACT AGREEMENT

THIS CONTRACT (the “Contract”) is entered into this

\_\_\_\_\_ day of \_\_\_\_\_, 2025,

by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “City”, and

### **FRONABARGER CONCRETERS, INC.**

hereinafter referred to as “Contractor,” in connection with that work or improvement known as

### **Nine Oaks First Subdivision Lot 47 Sewer Lateral**

to be constructed for the City located in right of way of **East Deerwood Drive at Lot 47 (550 E. Deerwood Drive)**

**WHEREAS**, the City has selected the aforesaid Contractor for the Project and by Ordinance No. \_\_\_\_\_ has awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor dated April 8, 2025, a copy of which is incorporated herein.<sup>23</sup>,

**NOW, THEREFORE**, the parties agree as follows:

- A. The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

**\$23,250.00 Plus \$250/Cu. Yd. for Rock Excavation**  
(figures)

**Twenty-three thousand two hundred fifty dollars plus Two hundred fifty dollars per cu. yd. for Rock Excavation**  
(words)

more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY:

City of Jackson, Missouri

\_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

Address:  
101 Court Street  
Jackson, Missouri 63755

CONTRACTOR:

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Address:  
\_\_\_\_\_