



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 16, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

PUBLIC HEARINGS

2. Hearing to consider the proposed 2025 City of Jackson Annual Budget, which also includes proposed sewer utility service rate adjustments and other utility service rate adjustments.

APPROVAL OF MINUTES

3. Motion approving the Minutes of the Regular Meeting of December 2, 2024.

FINANCIAL AFFAIRS

4. Motion approving the City Collector's Report.
5. Motion approving the City Clerk's & Treasurer's Reports

ACTION ITEMS

Power, Light, and Water Committee

6. Motion extending a contractual agreement with SEMO Redi for one year, per existing contract terms, relative to the solicitation of business, industry, and commerce.
7. Motion approving the appointment of Mayor Dwain Hahs to serve as the City's representative on the SEMO Redi Board of Directors, for a one-year term, beginning January 1, 2025.
8. Motion authorizing the payment of \$25,000.00 from the City of Jackson's American Rescue Plan Act Funds to the Community Outreach Board, relative to providing support for community events.
9. Motion approving Task Order Authorization No. 24-12, in the amount of \$37,500.00, to Burns & McDonnell, of Kansas City, Missouri, relative to providing engineering services under the Jackson Sanitary Landfill Post-Closure Assessment.

- [10.](#) Motion approving Change Order No. 2, extending the contract time by 33 days, to Penzel Construction Company, Inc., of Jackson, Missouri, relative to the Building Addition & Renovation of Jackson Fire Station No. 1 Project.
- [11.](#) Motion accepting the bid of MDR Construction, Inc., of Columbia, Mississippi, in the amount of \$577,864.86, relative to the 15kV Electric Distribution Circuit #21 Upgrade.
- [12.](#) Bill proposing an Ordinance authorizing a contractual agreement with MDR Construction, Inc., relative to the 15kV Electric Distribution Circuit #21 Upgrade.
- [13.](#) Motion approving the 2025 City of Jackson solid waste, sewer, water, and electric utility service rate schedule.
- [14.](#) Bill proposing an Ordinance approving the 2025 City of Jackson Annual Budget.
- [15.](#) Bill proposing an Ordinance approving the 2025 City of Jackson Employee Compensation Plan.

Street, Sewer, and Cemetery Committee

- [16.](#) Motion accepting Park Memorial & Donations, in the amount of \$5,000.00 each, from both Kenneth Lucy and Allen Home Care Services, Inc., relative to improvements to the Street Hockey Rink Project in the City Park.
- [17.](#) Motion accepting the bid of Zoellner Construction Co., Inc., of Perryville, Missouri, in the amount of \$383,795.00, relative to the Splash Pad Construction Project at the Swimming Pool.
- [18.](#) Bill proposing an Ordinance authorizing a contractual agreement with Zoellner Construction Co., Inc., relative to the Splash Pad Construction Project at the Swimming Pool.
- [19.](#) Motion approving Change Order No. 5, in the amount of \$8,000.00, to Herzog Excavating & Demolition, LLC, of Perryville, Missouri, relative to the Disposal of Stockpiled Brush Program.
- [20.](#) Resolution accepting an application for the voluntary annexation with zoning of 1.25 acres of property addressed as 345 West Jackson Trail, and setting a public hearing for Tuesday, January 21, 2025, at 6:00 p.m., as submitted by Semo Land Development, LLC.
- [21.](#) Bill proposing an Ordinance approving the Final Plat of Orchard Place Subdivision Phase 1, as submitted by Villas of West Park, LLC.
- [22.](#) Bill proposing an Ordinance amending the “Stop Street Designation Schedule” – Schedule VI, by adding a designation on Coldwater Drive.
- [23.](#) Bill proposing an Ordinance authorizing a SafeAcross Services Contract with the City of Springfield, Missouri.
- [24.](#) Bill proposing an Ordinance approving a Memorandum of Understanding with the County of Cape Girardeau for the construction of Phase One of a Public Parking Lot on North High Street.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

- 25. Report by Mayor
- 26. Reports by Board Members
- 27. Report by City Attorney
- 28. Report by City Administrator
- 29. Discussion of future agenda items

EXECUTIVE SESSION

Motion to have executive session. Authority is Section 610.021(2), Revised Statutes of Missouri, as amended, relative to leasing, purchase, or sale of real estate.

ADJOURN

Posted on 12/13/2024 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, December 2, 2024 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: Mike Seabaugh, David Hitt, Eric Fraley, Katy Liley, David Reiminger, and Wanda Young. Present-6; Absent-2 Alderwoman Shana Williams and Alderman Steve Stroder.

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 recognize guests and visitors.

Motion to Adopt the Agenda)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-6; Nays-0; Absent-2.

Motion to Approve the Minutes of the)
 November 18, 2024, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, November 18, 2024. Ayes-6; Nays-0; Absent-2.

Motion to Approve Bills of November,)
 2024)

Now is presented the list of bills paid in the various funds for the month of November, 2024. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the list of bills paid in the various funds for November, 2024. Ayes-6; Nays-0; Absent-2.

Motion to Approve an increase in the)
 Annual fee to the Uptown Jackson)
 Revitalization Organization, for a two-)
 Year term beginning January 1, 2025,)
 Relative to the addition of staff and the)
 Expansion of activities)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve an increase in the annual fee to the Uptown Jackson Revitalization Organization, to the amount of \$35,000.00, for a two-year term beginning January 1, 2025, relative to the addition of staff and the expansion of activities. Ayes-6; Nays-0; Absent-2.

Ordinance No. 24-108 Re: To Approve)
 An Addendum to the contractual)
 Agreement with the Uptown Jackson)
 Revitalization Organization, relative to)
 The addition of staff and the expansion)
 Of activities)

The matter of approving an Addendum to the contractual agreement with the Uptown Jackson Revitalization Organization, relative to the addition of staff and the expansion of activities, came on for consideration. Alderman Reiminger introduced Bill No. 24-108, being for an ordinance entitled as follows:



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MINUTES

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ADDENDUM TO A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND UPTOWN JACKSON REVITALIZATION ORGANIZATION INC., RELATIVE TO THE ADDITION OF STAFF AND THE EXPANSION OF ACTIVITIES; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-108 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. 24-108 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. 24-108 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderwoman Williams-absent; and Alderman Stroder-absent.

BILL NO. 24-108

ORDINANCE NO. 24-108

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ADDENDUM TO A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND UPTOWN JACKSON REVITALIZATION ORGANIZATION INC., RELATIVE TO THE ADDITION OF STAFF AND THE EXPANSION OF ACTIVITIES; 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 an addendum to a contract, hereinafter referred to as "addendum" 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 addendum.

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 an addendum attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Uptown Jackson Revitalization Organization Inc.** 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 addendum.

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



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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 addendum.

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: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 24-109 Re: To Approve)
 A Cooperative Employment Agreement)
 With the Jackson Area Chamber of)
 Commerce, relative to the position of)
 Director of Retail Development)

The matter of approving a cooperative employment agreement with the Jackson Area Chamber of Commerce, relative to the position of Director of Retail Development, came on for consideration. Alderman Reiminger introduced Bill No. 24-109, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A COOPERATIVE EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND JACKSON AREA CHAMBER OF COMMERCE RELATIVE TO THE POSITION OF DIRECTOR OF RETAIL DEVELOPMENT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-109 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. 24-109 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



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Bill was then duly numbered Ordinance No. 24-109 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderwoman Williams-absent; and Alderman Stroder-absent.

BILL NO. 24-109

ORDINANCE NO. 24-109

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A COOPERATIVE EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND JACKSON AREA CHAMBER OF COMMERCE RELATIVE TO THE POSITION OF DIRECTOR OF RETAIL DEVELOPMENT; 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 cooperative employment agreement 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 cooperative employment agreement.

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 cooperative employment agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Jackson Area Chamber of Commerce**. 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 cooperative employment agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said cooperative employment agreement 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 cooperative employment agreement.

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.



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SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Motion to Accept an amended proposal)
 from Auxiant of Wauwatosa, Wisconsin,)
 relative to Providing services under the)
 2025 Employee Medical and Dental)
 Insurance Benefit Plan)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept an amended proposal from Auxiant, of Wauwatosa, Wisconsin, relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan. Ayes-6; Nays-0; Absent-2.

Ordinance No. 24-110 Re: To Authorize)
 A Contractual Agreement with Auxiant,)
 Relative to providing services under the)
 2025 Employee Medical and Dental)
 Insurance Benefit Plan)

The matter of authorizing a contractual agreement with Auxiant, relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan, came on for consideration. Alderman Reiminger introduced Bill No. 24-110, 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 AUXIANT, OF WAUWATOSA, WISCONSIN, RELATIVE TO PROVIDING SERVICES UNDER THE 2025 EMPLOYEE MEDICAL AND DENTAL INSURANCE BENEFIT PLAN; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-110 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. 24-110 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. 24-110 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderwoman Williams-absent; Alderman Seabaugh-aye; Alderman Hitt-aye; Alderman Fraley-aye; Alderman Stroder-absent; Alderwoman Young-aye; and Alderwoman Liley-aye.



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BILL NO. 24-110

ORDINANCE NO. 24-110

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *AUXIANT, OF WAUWATOSA, WISCONSIN*, RELATIVE TO PROVIDING SERVICES UNDER THE *2025 EMPLOYEE MEDICAL AND DENTAL INSURANCE BENEFIT PLAN*; 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 **Auxiant, of Wauwatosa, Wisconsin**. 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.

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CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Motion to Accept an amended proposal)
 from Roundstone Management, Ltd., of)
 Lakewood, Ohio, relative to providing)
 Services under the 2025 Employee)
 Medical and Dental Insurance Benefit)
 Plan)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept an amended proposal Roundstone Management, Ltd., of Lakewood, Ohio, relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan. Ayes-6; Nays-0; Absent-2.

Ordinance No. 24-111 Re: To Authorize)
 A Contractual Agreement with)
 Roundstone Management, Ltd., relative)
 To providing services under the 2025)
 Employee Medical and Dental Insurance)
 Benefit Plan)

The matter of authorizing a contractual agreement with Roundstone Management, Ltd., relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan, came on for consideration. Alderman Reiminger introduced Bill No. 24-111, 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 ROUNDSTONE MANAGEMENT, LTD., OF LAKEWOOD, OHIO, RELATIVE TO PROVIDING SERVICES UNDER THE 2025 EMPLOYEE MEDICAL AND DENTAL INSURANCE BENEFIT PLAN; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-111 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. 24-111 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. 24-111 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Stroder-absent; Alderwoman Williams-absent; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderwoman Young-aye; and Alderwoman Liley-aye.

BILL NO. 24-111

ORDINANCE NO. 24-111



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AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *ROUNDSTONE MANAGEMENT, LTD., OF LAKEWOOD, OHIO*, RELATIVE TO PROVIDING SERVICES UNDER THE 2025 *EMPLOYEE MEDICAL AND DENTAL INSURANCE BENEFIT PLAN*; 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 **Roundstone Management, Ltd., of Lakewood, Ohio**. 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.

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PASSED AND APPROVED this 2nd day of December 2, 2024, by a vote of 6 ayes, 0 nays,
 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Motion to Approve Task Order)
 Authorization No. 24-11, to Bacon)
 Farmer Workman Engineering & Testing)
 Inc., of Paducah, Kentucky, relative to)
 Providing construction phase)
 Engineering services under the East)
 Main Street Sidewalk Project)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve Task Order Authorization No. 24-11, in the amount of \$44,905.47, to Bacon Farmer Workman Engineering & Testing, Inc., of Paducah, Kentucky, relative to providing construction phase engineering services under the East Main Street Sidewalk Project. Ayes-6; Nays-0; Absent-2.

Motion to Accept a Park Memorial &)
 Donation, from the Jackson Area)
 Organized Soccer Association (JAOSA),)
 Relative to fencing improvements in the)
 Soccer Park)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to accept a Park Memorial & Donation, in the amount of \$37,000.00, from the Jackson Area Organized Soccer Association (JAOSA), relative to fencing improvements in the Soccer Park. Ayes-6; Nays-0; Absent-2.

Motion to Accept a Park Memorial &)
 Donation, from Jackson Street Hockey,)
 Relative to the Street Hockey Rink)
 Concrete Project in the City Park)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept a Park Memorial & Donation, in the amount of \$74,100.00, from Jackson Street Hockey, relative to the Street Hockey Rink Concrete Project in the City Park. Ayes-6; Nays-0; Absent-2.

Motion to Accept the bid of Fronabarger)
 Concreters, Inc., of Oak Ridge, Missouri,)
 Relative to the Street Hockey Rink)
 Concrete Project in the City Park)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to accept the bid of Fronabarger Concreters, Inc., in the amount of \$74,100.00, relative to the Street Hockey Rink Concrete Project in the City Park. Ayes-6; Nays-0; Absent-2.

Ordinance No. 24-112 Re: To Authorize)



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A contractual agreement with)
 Fronabarger Concreters, Inc., relative to)
 The Street Hockey Rink Concrete)
 Project in the City Park)

The matter of authorizing a contractual agreement with Fronabarger Concreters, Inc., relative to the Street Hockey Rink Concrete Project in the City Park, came on for consideration. Alderwoman Liley introduced Bill No. 24-112, 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 FRONABARGER CONCRETES, INC., OF OAK RIDGE, MISSOURI, RELATIVE TO THE STREET HOCKEY RINK CONCRETE PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-112 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. 24-112 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. 24-112 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Stroder- absent; Alderwoman Williams-absent; Alderman Seabaugh-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Fraley-aye; and Alderwoman Liley-aye.

BILL NO. 24-112

ORDINANCE NO. 24-112

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 CONCRETES, INC., OF OAK RIDGE, MISSOURI, RELATIVE TO THE STREET HOCKEY RINK CONCRETE 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.



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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: December 2 2024.

SECOND READING: December 2 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 24-113 Re: To Approve)
 The Final Plat of Ramsey Branch)
 Subdivision Phase 3, as submitted by)
 Lucky 13 Investments, LLC)

The matter of approving the Final Plat of Ramsey Branch Subdivision Phase 3, as submitted by Lucky 13 Investments, LLC, came on for consideration. Alderwoman Liley introduced Bill No. 24-113, being for an ordinance entitled as follows:

AN ORDINANCE ACCEPTING THE PLAT OF RAMSEY BRANCH SUBDIVISION PHASE 3; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-113 was placed on its first reading and was read by title, considered and discussed and was



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duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-113 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. 24-113 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderwoman Liley-aye; Alderman Stroder-absent; Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Williams-absent; and Alderwoman Young-aye.

BILL NO. 24-113

ORDINANCE NO. 24-113

AN ORDINANCE ACCEPTING THE PLAT OF RAMSEY BRANCH SUBDIVISION PHASE 3; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Lucky 13 Investments, LLC, has platted Ramsey Branch Subdivision Phase 3 all of which is located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the developer has designed the required improvements and has committed to construct said improvements; and,

WHEREAS, the developer has complied with all of the city ordinances and, in particular, Chapter 57 of the Code of Ordinances of the City of Jackson, Missouri.

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, do hereby accept the final plat of Ramsey Branch Subdivision Phase 3, which is attached hereto, including all easements, right-of-way streets and improvements indicated thereon subject to the terms and conditions expressed therein.

Section 2. That the Mayor and City Clerk of the City of Jackson, Missouri, are hereby authorized to do all acts and execute all instruments appropriate and necessary to accept said plat.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said plat with the Recorder of Deeds, Cape Girardeau County, Missouri.

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

FIRST READING: December 2, 2024.



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SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 24-114 Re: To Authorize)
 A Financial Services Agreement with)
 Piper Sandler & Co., of Leawood,)
 Kansas, relative to providing services to)
 The City of Jackson)

The matter of authorizing a Financial Services Agreement with Piper Sandler & Co., of Leawood, Kansas, relative to providing services to the City of Jackson, came on for consideration. Alderwoman Liley introduced Bill No. 24-114, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI AND PIPER SANDLER & CO. OF LEAWOOD, KANSAS, RELATIVE TO PROVIDING FINANCIAL SERVICES; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-114 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 Fraley, Bill No. 24-114 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. 24-114 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Fraley-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-absent; and Alderwoman Williams-absent.

BILL NO. 24-114

ORDINANCE NO. 24-114

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI AND PIPER SANDLER & CO. OF LEAWOOD, KANSAS, RELATIVE TO PROVIDING FINANCIAL SERVICES; 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 heretofore been presented an agreement attached hereto and incorporated herein as if fully set forth; and



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

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 agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Piper Sandler & Co., Leawood, Kansas**. 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 agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said agreement 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 agreement.

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: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 24-115 Re: To Amend)



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The "Handicapped Parking Designated)
 Schedule" – Schedule XVII, by repealing)
 And adding designations on North)
 Missouri Street)

The matter of amending the "Handicapped Parking Designated Schedule" – Schedule XVII, by repealing and adding designations on North Missouri Street, came on for consideration. Alderwoman Liley introduced Bill No. 24-115, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "HANDICAPPED PARKING DESIGNATED SCHEDULE, SCHEDULE XVII," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY DELETING AND ADDING THERETO CERTAIN HANDICAPPED PARKING DESIGNATIONS.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-115 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. 24-115 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. 24-115 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderwoman Liley-aye; Alderman Seabaugh-aye; Alderman Stroder-absent; Alderwoman Williams-absent; and Alderwoman Young-aye.

BILL NO. 24-115

ORDINANCE NO. 24-115

AN ORDINANCE AMENDING THE "HANDICAPPED PARKING DESIGNATED SCHEDULE, SCHEDULE XVII," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY DELETING AND ADDING THERETO CERTAIN HANDICAPPED PARKING DESIGNATIONS.

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

Section 1. The "Handicapped Parking Designated Schedule, Schedule XVII," passed and approved on the 18th day of November, 1985, is hereby amended by deleting thereto the following handicapped parking designations:

MISSOURI STREET (NORTH): On North Missouri Street, 40 feet north of West Main Street, one handicapped parking space on the west curbside.

Section 2. The "Handicapped Parking Designated Schedule, Schedule XVII," passed and approved on the 18th day of November, 1985, is hereby amended by adding thereto the following new handicapped parking designations:

MISSOURI STREET (NORTH): On the west side of North Missouri Street, 40 feet north of West Main Street, marking one (1) handicapped parking space with a two (2) hour parking limit designation, from 7:00 a.m. to 5:00 p.m., Monday through Friday.



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MISSOURI STREET (NORTH): On the west side of North Missouri Street, commencing at a point 159 feet north of its intersection with West Main Street, then north for a distance of 20 feet, marking one handicapped parking space.

Section 3. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Handicapped Parking Designated Schedule, Schedule XVII," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "Handicapped Parking" signs, or other appropriate signage, to be placed at the locations set forth above.

Section 5. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 6. 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 7. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 24-116 Re: To Amend)
 The "Fifteen Minute, One-Hour, and)
 Two-Hour Parking Limit Schedule")



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Schedule" – Schedule XVIII, by adding)
 a designation on North Missouri Street)

The matter of amending the "Fifteen Minute, One-Hour, and Two-Hour Parking Limit Schedule" – Schedule XVIII, by adding a designation on North Missouri Street, came on for consideration. Alderwoman Liley introduced Bill No. 24-116, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "FIFTEEN MINUTE, ONE-HOUR AND TWO-HOUR PARKING LIMIT SCHEDULE, SCHEDULE XVIII," PASSED AND APPROVED THE 21ST DAY OF AUGUST, 2000, BY ADDING THERETO NEW PARKING LIMIT DESIGNATIONS.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-116 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 Alderwoman Young, Bill No. 24-116 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. 24-116 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; Alderwoman Liley-aye; Alderman Seabaugh-aye; Alderman Stroder-absent; Alderwoman Williams-absent; and Alderwoman Young-aye.

BILL NO. 24-116

ORDINANCE NO. 24-116

AN ORDINANCE AMENDING THE "FIFTEEN MINUTE, ONE-HOUR AND TWO-HOUR PARKING LIMIT SCHEDULE, SCHEDULE XVIII," PASSED AND APPROVED THE 21ST DAY OF AUGUST, 2000, BY ADDING THERETO NEW PARKING LIMIT DESIGNATIONS.

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

Section 1. The "Fifteen Minute, One-Hour and Two-Hour Parking Limit Schedule, Schedule XVIII," is hereby amended by adding thereto new two-hour parking limit designation:

MISSOURI STREET (NORTH): On the west side of North Missouri Street, 40 feet north of West Main Street, marking one (1) handicapped parking space with a two (2) hour parking limit designation, from 7:00 a.m. to 5:00 p.m., Monday through Friday.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Fifteen Minute, One-Hour and Two-Hour Parking Limit Schedule, Schedule XVIII," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause appropriate signage to be placed at the location set forth herein.



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Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 5. 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 6. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

City Administrator Matthew Winters)
 requests Closed Session)

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for one contract item in accordance with Section 610.021(12) RSMo.

Motion to Recess the Meeting to Study)
 Session)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:23 P.M., to convene to the Study Session. Ayes-6; Nays-0; Absent-2.

 Returned to Open Session at 6:48 P.M., from Study Session.

Motion to Proceed into Closed Session)
 and to Adjourn the Meeting)

Meeting concluded at 6:48 P.M. On a motion by Alderwoman Liley, seconded by Alderman Reiminger, it is ordered that the Board now convene into closed session for one contract item in accordance with Section 610.021(12) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Seabaugh-aye; Alderwoman Young-



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aye; Alderman Stroder-absent; Alderwoman Williams-absent; Alderman Hitt-aye; Alderwoman Reiminger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-6; Nays-0; Absent-2.

ATTEST:

Mayor

City Clerk



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The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Mike Seabaugh, David Hitt, Eric Fraley, Katy Liley, David Reiminger, and Wanda Young. Present-6; Absent-2 Alderwoman Shana Williams and Alderman Steve Stroder.

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 recognize guests and visitors.

Motion to Adopt the Agenda)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-6; Nays-0; Absent-2.

Motion to Approve the Minutes of the)
 November 18, 2024, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, November 18, 2024. Ayes-6; Nays-0; Absent-2.

Motion to Approve Bills of November,)
 2024)

Now is presented the list of bills paid in the various funds for the month of November, 2024. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the list of bills paid in the various funds for November, 2024. Ayes-6; Nays-0; Absent-2.

Motion to Approve an increase in the)
 Annual fee to the Uptown Jackson)
 Revitalization Organization, for a two-)
 Year term beginning January 1, 2025,)
 Relative to the addition of staff and the)
 Expansion of activities)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve an increase in the annual fee to the Uptown Jackson Revitalization Organization, to the amount of \$35,000.00, for a two-year term beginning January 1, 2025, relative to the addition of staff and the expansion of activities. Ayes-6; Nays-0; Absent-2.

Ordinance No. 24-108 Re: To Approve)
 An Addendum to the contractual)
 Agreement with the Uptown Jackson)
 Revitalization Organization, relative to)
 The addition of staff and the expansion)
 Of activities)

The matter of approving an Addendum to the contractual agreement with the Uptown Jackson Revitalization Organization, relative to the addition of staff and the expansion of activities, came on for consideration. Alderman Reiminger introduced Bill No. 24-108, being for an ordinance entitled as follows:



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AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ADDENDUM TO A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND UPTOWN JACKSON REVITALIZATION ORGANIZATION INC., RELATIVE TO THE ADDITION OF STAFF AND THE EXPANSION OF ACTIVITIES; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-108 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. 24-108 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. 24-108 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderwoman Williams-absent; and Alderman Stroder-absent.

BILL NO. 24-108

ORDINANCE NO. 24-108

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ADDENDUM TO A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND UPTOWN JACKSON REVITALIZATION ORGANIZATION INC., RELATIVE TO THE ADDITION OF STAFF AND THE EXPANSION OF ACTIVITIES; 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 an addendum to a contract, hereinafter referred to as "addendum" 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 addendum.

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 an addendum attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Uptown Jackson Revitalization Organization Inc.** 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 addendum.

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



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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 addendum.

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: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 24-109 Re: To Approve)
 A Cooperative Employment Agreement)
 With the Jackson Area Chamber of)
 Commerce, relative to the position of)
 Director of Retail Development)

The matter of approving a cooperative employment agreement with the Jackson Area Chamber of Commerce, relative to the position of Director of Retail Development, came on for consideration. Alderman Reiminger introduced Bill No. 24-109, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A COOPERATIVE EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND JACKSON AREA CHAMBER OF COMMERCE RELATIVE TO THE POSITION OF DIRECTOR OF RETAIL DEVELOPMENT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-109 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. 24-109 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



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Bill was then duly numbered Ordinance No. 24-109 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderwoman Williams-absent; and Alderman Stroder-absent.

BILL NO. 24-109

ORDINANCE NO. 24-109

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A COOPERATIVE EMPLOYMENT AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND JACKSON AREA CHAMBER OF COMMERCE RELATIVE TO THE POSITION OF DIRECTOR OF RETAIL DEVELOPMENT; 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 cooperative employment agreement 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 cooperative employment agreement.

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 cooperative employment agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Jackson Area Chamber of Commerce**. 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 cooperative employment agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said cooperative employment agreement 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 cooperative employment agreement.

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.



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FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
Mayor

Angela Birk (signed)
City Clerk

Motion to Accept an amended proposal)
 from Auxiant of Wauwatosa, Wisconsin,)
 relative to Providing services under the)
 2025 Employee Medical and Dental)
 Insurance Benefit Plan)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept an amended proposal from Auxiant, of Wauwatosa, Wisconsin, relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan. Ayes-6; Nays-0; Absent-2.

Ordinance No. 24-110 Re: To Authorize)
 A Contractual Agreement with Auxiant,)
 Relative to providing services under the)
 2025 Employee Medical and Dental)
 Insurance Benefit Plan)

The matter of authorizing a contractual agreement with Auxiant, relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan, came on for consideration. Alderman Reiminger introduced Bill No. 24-110, 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 AUXIANT, OF WAUWATOSA, WISCONSIN, RELATIVE TO PROVIDING SERVICES UNDER THE 2025 EMPLOYEE MEDICAL AND DENTAL INSURANCE BENEFIT PLAN; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-110 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. 24-110 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. 24-110 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderwoman Williams-absent; Alderman Seabaugh-aye; Alderman Hitt-aye; Alderman Fraley-aye; Alderman Stroder-absent; Alderwoman Young-aye; and Alderwoman Liley-aye.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 2, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

BILL NO. 24-110

ORDINANCE NO. 24-110

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *AUXIANT, OF WAUWATOSA, WISCONSIN*, RELATIVE TO PROVIDING SERVICES UNDER THE *2025 EMPLOYEE MEDICAL AND DENTAL INSURANCE BENEFIT PLAN*; 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 **Auxiant, of Wauwatosa, Wisconsin**. 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: December 2, 2024.

SECOND READING: December 2, 2024.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 2, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Motion to Accept an amended proposal)
 from Roundstone Management, Ltd., of)
 Lakewood, Ohio, relative to providing)
 Services under the 2025 Employee)
 Medical and Dental Insurance Benefit)
 Plan)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept an amended proposal Roundstone Management, Ltd., of Lakewood, Ohio, relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan. Ayes-6; Nays-0; Absent-2.

Ordinance No. 24-111 Re: To Authorize)
 A Contractual Agreement with)
 Roundstone Management, Ltd., relative)
 To providing services under the 2025)
 Employee Medical and Dental Insurance)
 Benefit Plan)

The matter of authorizing a contractual agreement with Roundstone Management, Ltd., relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan, came on for consideration. Alderman Reiminger introduced Bill No. 24-111, 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 ROUNDSTONE MANAGEMENT, LTD., OF LAKEWOOD, OHIO, RELATIVE TO PROVIDING SERVICES UNDER THE 2025 EMPLOYEE MEDICAL AND DENTAL INSURANCE BENEFIT PLAN; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-111 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. 24-111 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. 24-111 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Stroder-absent; Alderwoman Williams-absent; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderwoman Young-aye; and Alderwoman Liley-aye.

BILL NO. 24-111

ORDINANCE NO. 24-111



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, December 2, 2024 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *ROUNDSTONE MANAGEMENT, LTD., OF LAKEWOOD, OHIO*, RELATIVE TO PROVIDING SERVICES UNDER THE 2025 *EMPLOYEE MEDICAL AND DENTAL INSURANCE BENEFIT PLAN*; 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 **Roundstone Management, Ltd., of Lakewood, Ohio**. 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: December 2, 2024.

SECOND READING: December 2, 2024.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 2, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

PASSED AND APPROVED this 2nd day of December 2, 2024, by a vote of 6 ayes, 0 nays,
 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Motion to Approve Task Order)
 Authorization No. 24-11, to Bacon)
 Farmer Workman Engineering & Testing)
 Inc., of Paducah, Kentucky, relative to)
 Providing construction phase)
 Engineering services under the East)
 Main Street Sidewalk Project)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve Task Order Authorization No. 24-11, in the amount of \$44,905.47, to Bacon Farmer Workman Engineering & Testing, Inc., of Paducah, Kentucky, relative to providing construction phase engineering services under the East Main Street Sidewalk Project. Ayes-6; Nays-0; Absent-2.

Motion to Accept a Park Memorial &)
 Donation, from the Jackson Area)
 Organized Soccer Association (JAOSA),)
 Relative to fencing improvements in the)
 Soccer Park)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to accept a Park Memorial & Donation, in the amount of \$37,000.00, from the Jackson Area Organized Soccer Association (JAOSA), relative to fencing improvements in the Soccer Park. Ayes-6; Nays-0; Absent-2.

Motion to Accept a Park Memorial &)
 Donation, from Jackson Street Hockey,)
 Relative to the Street Hockey Rink)
 Concrete Project in the City Park)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept a Park Memorial & Donation, in the amount of \$74,100.00, from Jackson Street Hockey, relative to the Street Hockey Rink Concrete Project in the City Park. Ayes-6; Nays-0; Absent-2.

Motion to Accept the bid of Fronabarger)
 Concreters, Inc., of Oak Ridge, Missouri,)
 Relative to the Street Hockey Rink)
 Concrete Project in the City Park)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to accept the bid of Fronabarger Concreters, Inc., in the amount of \$74,100.00, relative to the Street Hockey Rink Concrete Project in the City Park. Ayes-6; Nays-0; Absent-2.

Ordinance No. 24-112 Re: To Authorize)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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MINUTES

A contractual agreement with)
 Fronabarger Concreters, Inc., relative to)
 The Street Hockey Rink Concrete)
 Project in the City Park)

The matter of authorizing a contractual agreement with Fronabarger Concreters, Inc., relative to the Street Hockey Rink Concrete Project in the City Park, came on for consideration. Alderwoman Liley introduced Bill No. 24-112, 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 FRONABARGER CONCRETES, INC., OF OAK RIDGE, MISSOURI, RELATIVE TO THE STREET HOCKEY RINK CONCRETE PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-112 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. 24-112 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. 24-112 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Stroder- absent; Alderwoman Williams-absent; Alderman Seabaugh-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Fraley-aye; and Alderwoman Liley-aye.

BILL NO. 24-112

ORDINANCE NO. 24-112

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 CONCRETES, INC., OF OAK RIDGE, MISSOURI, RELATIVE TO THE STREET HOCKEY RINK CONCRETE 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.



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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: December 2 2024.

SECOND READING: December 2 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 24-113 Re: To Approve)
 The Final Plat of Ramsey Branch)
 Subdivision Phase 3, as submitted by)
 Lucky 13 Investments, LLC)

The matter of approving the Final Plat of Ramsey Branch Subdivision Phase 3, as submitted by Lucky 13 Investments, LLC, came on for consideration. Alderwoman Liley introduced Bill No. 24-113, being for an ordinance entitled as follows:

AN ORDINANCE ACCEPTING THE PLAT OF RAMSEY BRANCH SUBDIVISION PHASE 3; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-113 was placed on its first reading and was read by title, considered and discussed and was



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duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-113 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. 24-113 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderwoman Liley-aye; Alderman Stroder-absent; Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Williams-absent; and Alderwoman Young-aye.

BILL NO. 24-113

ORDINANCE NO. 24-113

AN ORDINANCE ACCEPTING THE PLAT OF RAMSEY BRANCH SUBDIVISION PHASE 3; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Lucky 13 Investments, LLC, has platted Ramsey Branch Subdivision Phase 3 all of which is located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the developer has designed the required improvements and has committed to construct said improvements; and,

WHEREAS, the developer has complied with all of the city ordinances and, in particular, Chapter 57 of the Code of Ordinances of the City of Jackson, Missouri.

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, do hereby accept the final plat of Ramsey Branch Subdivision Phase 3, which is attached hereto, including all easements, right-of-way streets and improvements indicated thereon subject to the terms and conditions expressed therein.

Section 2. That the Mayor and City Clerk of the City of Jackson, Missouri, are hereby authorized to do all acts and execute all instruments appropriate and necessary to accept said plat.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said plat with the Recorder of Deeds, Cape Girardeau County, Missouri.

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

FIRST READING: December 2, 2024.



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SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 24-114 Re: To Authorize)
 A Financial Services Agreement with)
 Piper Sandler & Co., of Leawood,)
 Kansas, relative to providing services to)
 The City of Jackson)

The matter of authorizing a Financial Services Agreement with Piper Sandler & Co., of Leawood, Kansas, relative to providing services to the City of Jackson, came on for consideration. Alderwoman Liley introduced Bill No. 24-114, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI AND PIPER SANDLER & CO. OF LEAWOOD, KANSAS, RELATIVE TO PROVIDING FINANCIAL SERVICES; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-114 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 Fraley, Bill No. 24-114 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. 24-114 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Fraley-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-absent; and Alderwoman Williams-absent.

BILL NO. 24-114

ORDINANCE NO. 24-114

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI AND PIPER SANDLER & CO. OF LEAWOOD, KANSAS, RELATIVE TO PROVIDING FINANCIAL SERVICES; 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 heretofore been presented an agreement attached hereto and incorporated herein as if fully set forth; and



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

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 agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Piper Sandler & Co., Leawood, Kansas**. 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 agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said agreement 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 agreement.

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: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Ordinance No. 24-115 Re: To Amend)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, December 2, 2024 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

The "Handicapped Parking Designated)
 Schedule" – Schedule XVII, by repealing)
 And adding designations on North)
 Missouri Street)

The matter of amending the "Handicapped Parking Designated Schedule" – Schedule XVII, by repealing and adding designations on North Missouri Street, came on for consideration. Alderwoman Liley introduced Bill No. 24-115, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "HANDICAPPED PARKING DESIGNATED SCHEDULE, SCHEDULE XVII," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY DELETING AND ADDING THERETO CERTAIN HANDICAPPED PARKING DESIGNATIONS.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-115 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. 24-115 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. 24-115 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderwoman Liley-aye; Alderman Seabaugh-aye; Alderman Stroder-absent; Alderwoman Williams-absent; and Alderwoman Young-aye.

BILL NO. 24-115

ORDINANCE NO. 24-115

AN ORDINANCE AMENDING THE "HANDICAPPED PARKING DESIGNATED SCHEDULE, SCHEDULE XVII," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY DELETING AND ADDING THERETO CERTAIN HANDICAPPED PARKING DESIGNATIONS.

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

Section 1. The "Handicapped Parking Designated Schedule, Schedule XVII," passed and approved on the 18th day of November, 1985, is hereby amended by deleting thereto the following handicapped parking designations:

MISSOURI STREET (NORTH): On North Missouri Street, 40 feet north of West Main Street, one handicapped parking space on the west curbside.

Section 2. The "Handicapped Parking Designated Schedule, Schedule XVII," passed and approved on the 18th day of November, 1985, is hereby amended by adding thereto the following new handicapped parking designations:

MISSOURI STREET (NORTH): On the west side of North Missouri Street, 40 feet north of West Main Street, marking one (1) handicapped parking space with a two (2) hour parking limit designation, from 7:00 a.m. to 5:00 p.m., Monday through Friday.



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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MISSOURI STREET (NORTH): On the west side of North Missouri Street, commencing at a point 159 feet north of its intersection with West Main Street, then north for a distance of 20 feet, marking one handicapped parking space.

Section 3. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Handicapped Parking Designated Schedule, Schedule XVII," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "Handicapped Parking" signs, or other appropriate signage, to be placed at the locations set forth above.

Section 5. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 6. 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 7. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 24-116 Re: To Amend)
 The "Fifteen Minute, One-Hour, and)
 Two-Hour Parking Limit Schedule")



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, December 2, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Schedule" – Schedule XVIII, by adding)
 a designation on North Missouri Street)

The matter of amending the "Fifteen Minute, One-Hour, and Two-Hour Parking Limit Schedule" – Schedule XVIII, by adding a designation on North Missouri Street, came on for consideration. Alderwoman Liley introduced Bill No. 24-116, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "FIFTEEN MINUTE, ONE-HOUR AND TWO-HOUR PARKING LIMIT SCHEDULE, SCHEDULE XVIII," PASSED AND APPROVED THE 21ST DAY OF AUGUST, 2000, BY ADDING THERETO NEW PARKING LIMIT DESIGNATIONS.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-116 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 Alderwoman Young, Bill No. 24-116 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. 24-116 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; Alderwoman Liley-aye; Alderman Seabaugh-aye; Alderman Stroder-absent; Alderwoman Williams-absent; and Alderwoman Young-aye.

BILL NO. 24-116

ORDINANCE NO. 24-116

AN ORDINANCE AMENDING THE "FIFTEEN MINUTE, ONE-HOUR AND TWO-HOUR PARKING LIMIT SCHEDULE, SCHEDULE XVIII," PASSED AND APPROVED THE 21ST DAY OF AUGUST, 2000, BY ADDING THERETO NEW PARKING LIMIT DESIGNATIONS.

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

Section 1. The "Fifteen Minute, One-Hour and Two-Hour Parking Limit Schedule, Schedule XVIII," is hereby amended by adding thereto new two-hour parking limit designation:

MISSOURI STREET (NORTH): On the west side of North Missouri Street, 40 feet north of West Main Street, marking one (1) handicapped parking space with a two (2) hour parking limit designation, from 7:00 a.m. to 5:00 p.m., Monday through Friday.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Fifteen Minute, One-Hour and Two-Hour Parking Limit Schedule, Schedule XVIII," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause appropriate signage to be placed at the location set forth herein.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 2, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 5. 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 6. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 2, 2024.

SECOND READING: December 2, 2024.

PASSED AND APPROVED this 2nd day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

City Administrator Matthew Winters)
 requests Closed Session)

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for one contract item in accordance with Section 610.021(12) RSMo.

Motion to Recess the Meeting to Study)
 Session)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:23 P.M., to convene to the Study Session. Ayes-6; Nays-0; Absent-2.

 Returned to Open Session at 6:48 P.M., from Study Session.
 Motion to Proceed into Closed Session)
 and to Adjourn the Meeting)

Meeting concluded at 6:48 P.M. On a motion by Alderwoman Liley, seconded by Alderman Reiminger, it is ordered that the Board now convene into closed session for one contract item in accordance with Section 610.021(12) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Seabaugh-aye; Alderwoman Young-



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 2, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

aye; Alderman Stroder-absent; Alderwoman Williams-absent; Alderman Hitt-aye; Alderwoman Reiminger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-6; Nays-0; Absent-2.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR NOVEMBER 2024

| DESCRIPTION | ELECTRIC FUND | WATER FUND | WASTEWATER FUND | LANDFILL FUND | GEN. REV. FUND | TOTAL |
|---|---------------------|-------------------|-------------------|------------------|----------------|---------------------|
| Service Charges (includes internal transfers) | 1,187,271.41 | 273,839.55 | 214,828.93 | 62,110.08 | - | 1,738,049.97 |
| Penalties | 4,658.53 | 1,467.76 | 1,180.56 | 314.45 | - | 7,621.30 |
| Sales Tax | 33,781.78 | 8,132.37 | - | - | - | 41,914.15 |
| Disconnect Fees | 600.00 | - | - | - | - | 600.00 |
| Returned Transaction Fees | 360.00 | - | - | - | - | 360.00 |
| Customer Relocation Fees | - | - | - | - | 325.00 | 325.00 |
| Trash Stickers | - | - | - | 1,354.00 | - | 1,354.00 |
| UTILITY COLLECTIONS | 1,226,671.72 | 283,439.68 | 216,009.49 | 63,778.53 | 325.00 | 1,790,224.42 |
| Adjustments - Penalties | - | - | - | - | - | - |
| Adjustments - Taxes | - | - | - | - | - | - |
| Adjustments - Service Fees | - | - | - | - | - | - |
| NET UTILITY COLLECTIONS | 1,226,671.72 | 283,439.68 | 216,009.49 | 63,778.53 | 325.00 | 1,790,224.42 |
| Business/Contractor Licenses | - | - | - | - | 1,787.50 | 1,787.50 |
| Event Fees/Misc. Charges | - | - | - | - | - | - |
| NON-UTILITY COLLECTIONS | - | - | - | - | 1,787.50 | 1,787.50 |
| Misc. Adjustments | - | - | - | - | - | - |
| Interest on Collector's bank account | - | - | - | - | - | 836.67 |
| Cash in bank | - | - | - | - | - | 1,792,848.59 |
| Missouri Sales Tax payment | (33,781.78) | (8,132.37) | - | - | - | (41,914.15) |
| TO CITY TREASURER | | | | | \$ | 1,750,934.44 |

Respectfully Submitted,



City Collector



CITY CLERK'S REPORT FOR THE MONTH OF NOVEMBER, 2024

ELECTRIC

| | | |
|---------------------------|-------------|----------|
| Sale of Merchandise | 0.00 | |
| Cable TV Pole Rental | 0.00 | |
| Electric Meters | 1,295.00 | |
| Electric Service Lines | 1,600.00 | |
| Returned Check Fees | 0.00 | |
| URD Services | 2,059.39 | |
| Sales Tax Commission | 1,161.51 | |
| Labor and Equipment Use | 0.00 | |
| Miscellaneous-Scrap Metal | <u>0.00</u> | |
| TOTAL | | 6,115.90 |

WATER & SEWER

WATER

| | | |
|---------------------------|-------------|----------|
| Water Taps & Water Meters | 2,700.00 | |
| Sale of Merchandise | 0.00 | |
| Miscellaneous-Scrap Metal | <u>0.00</u> | |
| TOTAL | | 2,700.00 |

WASTEWATER

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

GENERAL REVENUE

| | | |
|---------------------------------|-------------|-----------|
| Building Permits | 1,400.11 | |
| Electric Permits | 100.00 | |
| Gas Permits | 120.00 | |
| Plumbing/Sewer Permits | 180.00 | |
| Sewer Tap Permits | 540.00 | |
| Public Hearing & Plat Recording | 103.00 | |
| Stormwater Review Fees | 150.00 | |
| Street Repair or Mowing | 0.00 | |
| Gas Franchise | 9,095.72 | |
| Sale of Merchandise | 0.00 | |
| Community Room | 0.00 | |
| Cable TV Franchise | 0.00 | |
| Copies | 82.00 | |
| Telephone Franchise Fees | 10,082.32 | |
| Fire Cost Recovery | 0.00 | |
| Interest Earned | 0.00 | |
| Returned Check Fee | 30.00 | |
| Jail Expense Reimbursement | 0.00 | |
| Cell Tower Rental | 1,058.00 | |
| Health Insurance Reimbursement | 25.68 | |
| Street Repair or Scrap Metal | <u>0.00</u> | |
| TOTAL | | 22,966.83 |

LANDFILL

| | | |
|-------------------------|------------------|-----------|
| Refuse Collections | 480.00 | |
| Recyclables | 774.40 | |
| E-Cycle TV/Monitor Fees | 468.00 | |
| Royalties | <u>10,500.00</u> | |
| TOTAL | | 12,222.40 |

CEMETERY

| | | |
|---|-------------|--|
| Sale of Lots | 2,500.00 | |
| Sale of Niches | 0.00 | |
| Grave Openings | 3,300.00 | |
| Niche Openings | 0.00 | |
| Weekend/Holiday Grave Openings/Inurnments | 0.00 | |
| Disinterments/Disinurnments | <u>0.00</u> | |

| | | |
|---|-----------------|------------------|
| | TOTAL | 5,800.00 |
| <u>PARK</u> | | |
| Misc. Park Rentals | 0.00 | |
| Rent - Howard St. House | 450.35 | |
| Ballfield Rentals | 800.00 | |
| Pavilion Rentals | <u>25.00</u> | |
| TOTAL | | 1,275.35 |
| <u>PARK FOUNDATION</u> | | |
| Donations | 500.00 | |
| Civic Center Donations | <u>0.00</u> | |
| TOTAL | | 500.00 |
| <u>RECREATIONAL DEVELOPMENT</u> | | |
| Pool Concession Receipts | 0.00 | |
| Swimming Pool Gate Receipts | 0.00 | |
| Basketball Entry Fees | 3,005.00 | |
| Basketball Sponsor Fees | 450.00 | |
| Softball Entry Fees | 0.00 | |
| Softball Sponsor Fees | 0.00 | |
| Softball Tournament Fees | 0.00 | |
| Volleyball Entry Fees | 0.00 | |
| Reimb./Donations/Special Events | 30.00 | |
| Baseball Concessions | 0.00 | |
| Baseball Entry Fees | 0.00 | |
| Baseball Sponsor Fees | 0.00 | |
| Soccer Allstar | 9,300.00 | |
| Soccer Sponsor | <u>0.00</u> | |
| TOTAL | | 12,785.00 |
| <u>STORMWATER MAINTENANCE FUND</u> | | |
| Stormwater Credit | 0.00 | |
| Stormwater Maintenance | <u>475.73</u> | |
| TOTAL | | 475.73 |
| <u>TRUST & AGENCY</u> | | |
| July 4th Receipts | 0.00 | |
| Farmers Market Fees | <u>0.00</u> | |
| TOTAL | | - |
| <u>HEALTH INSURANCE FUND</u> | | |
| Health Insurance Reimbursement | <u>1,274.38</u> | |
| TOTAL | | 1,274.38 |
| <u>INMATE SECURITY FUND</u> | | |
| Inmate Security Court Costs | <u>0.00</u> | |
| TOTAL | | - |
| <u>TRANSPORTATION SALES TAX</u> | | |
| Rent - Donna Drive Extension | <u>1,042.80</u> | |
| TOTAL | | 1,042.80 |
| <u>RECREATIONAL SALES TAX FUND</u> | | |
| Civic Center Rentals | 10,548.09 | |
| Civic Center Programs | 0.00 | |
| Civic Center Membership Fees | 0.00 | |
| Civic Center Entry Fees | 1,163.50 | |
| Civic Center Concessions | <u>252.75</u> | |
| TOTAL | | 11,964.34 |
| REPORT TOTAL | | <u>79,122.73</u> |

Water & Light Deposit Accounts
NOVEMBER, 2024

| | |
|--|--------------|
| Beginning Balance November 1, 2024: | \$266,935.87 |
| TOTAL DEPOSITS | \$12,534.27 |
| TOTAL REFUNDS | \$12,762.37 |
| Ending Balance November 30, 2024: | \$266,707.77 |

Balance Consists of :

| | |
|------------------------------|---------------------|
| Checking Account for US Bank | \$56,707.77 |
| Investments | \$210,000.00 |
| | <hr/> |
| | \$266,707.77 |

CITY TREASURER'S REPORT FOR NOVEMBER 2024

Item 5.

| FUND | FUND BALANCES | RECEIPTS | TRANSFER OF | DISBURSEMENTS | FUND BALANCES | INVESTMENTS | CASH BALANCE |
|--------------------------------------|---------------|--------------|--------------|---------------|---------------|---------------|--------------|
| | 11-01-2024 | | FUNDS | | 11-30-2024 | | 11-30-2024 |
| ELECTRIC FUNDS | | | | | | | |
| Operation & Maintenance | - | 1,293,428.87 | (237,371.88) | 1,056,056.99 | - | - | - |
| Electric Surplus Fund | 3,838,357.79 | - | 208,697.82 | 17,384.65 | 4,029,670.96 | 1,155,000.00 | 2,874,670.96 |
| Electric Capital Projects Fund | 3,494,975.58 | - | - | 57,417.78 | 3,437,557.80 | 3,430,000.00 | 7,557.80 |
| WATER & SEWER FUNDS | | | | | | | |
| Water Operation & Maint. | - | 422,553.25 | (310,855.32) | 111,697.93 | - | - | - |
| Water & Sewer Revenue Bond Fund | 107,345.00 | - | 49,850.00 | - | 157,195.00 | - | 157,195.00 |
| 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 | 11,325,398.73 | 45,896.21 | 424,463.47 | 25,317.95 | 11,770,440.46 | 9,402,000.00 | 2,368,440.46 |
| Water Replacement Fund | 798,661.50 | - | - | - | 798,661.50 | 725,000.00 | 73,661.50 |
| Wastewater Operation & Maint. | - | 235,292.90 | (187,970.33) | 47,322.57 | - | - | - |
| Wastewater Replacement Fund | 1,062,497.23 | - | - | - | 1,062,497.23 | 902,000.00 | 160,497.23 |
| W & S Construction Fund | 3,655,732.03 | - | - | 401,174.64 | 3,254,557.39 | 1,950,000.00 | 1,304,557.39 |
| General Revenue Fund | 1,808,948.82 | 44,385.55 | (200,005.23) | 682,593.06 | 970,736.08 | 965,000.00 | 5,736.08 |
| Landfill Fund | 719,601.14 | 76,031.61 | (7,928.67) | 46,688.66 | 741,015.42 | 610,000.00 | 131,015.42 |
| Cemetery Fund | 999,643.39 | 6,219.59 | (5,250.21) | 12,566.83 | 988,045.94 | 870,000.00 | 118,045.94 |
| City Park Fund | 60,595.34 | 1,956.78 | (5,998.57) | 38,995.35 | 17,558.20 | - | 17,558.20 |
| Public Park Foundation Fund | 133,334.77 | 500.00 | - | 2,900.00 | 130,934.77 | 130,000.00 | 934.77 |
| Recreational Development Fund | 41,731.91 | 12,785.00 | - | 14,184.57 | 40,332.34 | - | 40,332.34 |
| Band Fund | - | 419.59 | - | 419.59 | - | - | - |
| ARPA Fund | 1,437,265.77 | - | - | 71,552.98 | 1,365,712.79 | 1,360,000.00 | 5,712.79 |
| Road Use Tax Fund | 1,100,058.55 | 71,007.48 | - | 7,900.00 | 1,163,166.03 | 754,000.00 | 409,166.03 |
| Stormwater Maintenance Fund | 311,373.44 | 475.73 | - | 3.97 | 311,845.20 | 268,000.00 | 43,845.20 |
| Trust and Agency Fund | 820,907.78 | 14,422.48 | 12,695.34 | 25,490.30 | 822,535.30 | 798,000.00 | 24,535.30 |
| Health Insurance Fund | 1,426,797.66 | 32,883.12 | 152,706.35 | 357,221.90 | 1,255,165.23 | 1,045,000.00 | 210,165.23 |
| Inmate Security Fund | 17,559.12 | 92.00 | - | - | 17,651.12 | - | 17,651.12 |
| Equitable Sharing Fund | 3,617.07 | - | - | - | 3,617.07 | - | 3,617.07 |
| Transportation Sales Tax Fund | 910,030.34 | 135,141.81 | - | 1,432.78 | 1,043,739.37 | 820,000.00 | 223,739.37 |
| Transportation Capital Projects Fund | 624,413.52 | - | - | - | 624,413.52 | - | 624,413.52 |
| Sales Tax Fund | 1,785,963.94 | 305,363.18 | 107,811.01 | 1,353.98 | 2,197,784.15 | 1,954,912.77 | 242,871.38 |
| Recreation Sales Tax Fund | 278,890.42 | 79,013.73 | (843.78) | 28,887.81 | 328,172.56 | 50,000.00 | 278,172.56 |
| Public Safety Sales Tax Fund | 108,583.76 | 134,025.24 | - | - | 242,609.00 | - | 242,609.00 |
| Fire Protection Sales Tax Fund | 57,165.52 | 67,049.42 | - | - | 124,214.94 | - | 124,214.94 |
| Capital Projects Construction Fund | 3,218,539.09 | 54,420.91 | - | 455,493.61 | 2,817,466.39 | 2,810,000.00 | 7,466.39 |
| Economic Dev. Reserve Fund | 886,598.78 | 44,770.25 | - | - | 931,369.03 | 850,000.00 | 81,369.03 |
| CDBG Grant Fund | 72,932.38 | - | - | 270.38 | 72,662.00 | - | 72,662.00 |
| I-55 Corridor Special Alloc. Fund | 2,317.69 | - | - | - | 2,317.69 | - | 2,317.69 |
| TOTALS | 41,219,838.06 | 3,078,134.70 | (0.00) | 3,464,328.28 | 40,833,644.48 | 30,958,912.76 | 9,874,731.72 |

Respectfully Submitted,



Angela Birk, City Clerk/Treasurer

| | |
|------------------------|--------------|
| Cash on Hand | 1,475.00 |
| General Account | 8,118,705.21 |
| Collectors Account | 1,750,934.44 |
| Equitable Sharing Fund | 3,617.07 |

| | |
|-------|--------------|
| TOTAL | 9,874,731.72 |
|-------|--------------|



November 20, 2024

Mr. Rodney W. Bollinger
Administrative Services Director
City of Jackson
101 Court St.
Jackson, Missouri 63755

Re: Jackson Sanitary Landfill Post-Closure Assessment

Dear Mr. Bollinger:

Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) is pleased to provide this proposal for professional services to support the City of Jackson, Missouri (City) with a Post-Closure Assessment for the Jackson Sanitary Landfill (Landfill). Outlined herein is our project understanding, proposed scope of work, schedule, compensation and assumptions.

PROJECT UNDERSTANDING

We understand that the City owns a Landfill, located at the northwest quarter of fractional Section 17 and a part of Lots 7 and 16 of Survey 2196, Township 31 north, Range 12 East in Cape Girardeau County, Missouri (Property). While the City retains ownership of the Landfill, Republic Services has been conducting Post-Closure activities and anticipates the end its 30-year post-closure period on November 1, 2026. Although this date has been set, it is not anticipated that the Missouri Department of Natural Resources (MDNR) will release the Landfill from Post-Closure unless the City can demonstrate limited threat to public health and safety. Consequently, the City would like Burns & McDonnell to review available reports and data for viability of release from Post-Closure requirements, and to explore future land use options for the property.

SCOPE OF WORK

The proposed scope of work is outlined below. A site visit and MDNR correspondence have been included as optional tasks. Burns & McDonnell can perform the Post-Closure Assessment with or without a site visit; however, a site visit will be required if the City requests Burns & McDonnell's support in meetings and/or correspondence with MDNR. If no site visit is performed, findings will be based on publicly available site data and City-provided photos and site inspections.

Task 1: Data Collection and Regulatory Review

Burns & McDonnell will develop and provide the City with a request for information (RFI) to inform the Post-Closure Assessment. The RFI will request copies of existing permit documents for the Property including the Certification of Closure submittal, Post-Closure Plan, Post-Closure inspection records, previous MDNR correspondence, and any previous Property appraisals. Key members of the Burns & McDonnell project team will facilitate a virtual project kickoff meeting with the City to review the scope, schedule, and discuss project information needed.



Mr. Rodney W. Bollinger
City of Jackson
November 20, 2024
Page 2

After the kickoff meeting and upon receipt of the RFI documents, Burns & McDonnell will conduct a review of the documents provided by the City and applicable federal, state, and local regulations, codes, and ordinances. Burns & McDonnell will conduct a desktop assessment of the properties within proximity to the Landfill and review ownership, zoning, land use, and property values, where available.

Task 2: Post-Closure Assessment and Memorandum

Based on industry experience, benchmarking analysis of similar closed facilities, and the findings of Task 1, Burns & McDonnell will identify potential future uses for the Property and some advantages / disadvantages of each for the City's consideration. Our project team will summarize the findings from the data review and potential future uses in a draft memorandum, which will be presented to the City for review. Burns & McDonnell will facilitate a virtual review meeting with the City thereafter to discuss comments to the draft memorandum. Following the review meeting, Burns & McDonnell will address the City's comments and provide a final memorandum.

Optional Task 3: Site Visit

Burns & McDonnell representatives will meet with City representatives at the Landfill to observe its existing condition and adjacent properties. The site visit will focus on identifying physical features which may prevent potential future land use opportunities.

Optional Task 4: MDNR Correspondence

Burns & McDonnell will prepare a memorandum summarizing Post-Closure activities, as documented by City-provided documents, and current conditions of the Landfill for submittal to MDNR in evaluating release from monitoring requirements. Burns & McDonnell will facilitate a virtual meeting with MDNR and City representatives to discuss the contents of the memorandum and will address one round of MDNR comments. This memorandum will be developed by a licensed engineer in the state of Missouri.

SCHEDULE

Burns & McDonnell has estimated a two-month schedule from the receipt of notice to proceed to delivery of the Post-Closure Assessment memorandum. The schedule is based on timely delivery of information by the City as requested in Task 1.

COMPENSATION

Burns & McDonnell's proposed lump sum cost to perform the scope of work described above is provided below.



Mr. Rodney W. Bollinger
City of Jackson
November 20, 2024
Page 3

| Task | Proposed Cost |
|---|-----------------|
| 1: Data Collection and Regulatory Review | \$9,500 |
| 2: Post-Closure Assessment and Memorandum | \$10,500 |
| Lump Sum Total | \$20,000 |
| Optional Task 3: Site Visit | \$8,000 |
| Optional Task 4: MDNR Correspondence | \$9,500 |
| Lump Sum Total with Optional Tasks | \$37,500 |

The total lump sum cost will not be exceeded without prior authorization from the City. This scope will be performed in accordance with the attached terms and conditions (AR-4 KCO T&C). Monthly statements will be based on project percent complete at the end of the preceding month. For additional, reduced, or changed scope of services, the amount of payment shall be adjusted by an amount mutually agreeable to the City and Burns & McDonnell.

ASSUMPTIONS

- All meetings are assumed to be held virtually via Microsoft Teams.
- The City will provide assistance by placing at Burns & McDonnell's disposal all available information pertinent to the Scope of Work. Burns & McDonnell will rely on the information made available by the City as accurate without independent verification. Items assumed to be provided by the City include but are not limited to:
 - Effective Post-Closure Plan
 - Comprehensive Post-Closure inspection records
 - Certification of Closure
 - Previous property appraisals, if any
- One round of minor revisions for City comments is anticipated on the memorandum.

We appreciate the opportunity to provide professional services to the City. Should there be any questions about the scope of work or associated compensation proposed herein, you may contact me at ldrescher@burnsmcd.com or (816) 823-6241.

Sincerely,

Burns & McDonnell Engineering Company, Inc.

Laura Drescher, PE
Project Manager



Mr. Rodney W. Bollinger
City of Jackson
November 20, 2024
Page 4

A handwritten signature in blue ink, reading "Brit Hoffman".

Brit Hoffman, PE
Project Engineer

Attachment 1: Terms and Conditions for Professional Services



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

| | |
|-----------------|--|
| Project: | Date of Letter, Proposal, or Agreement: |
| Client: | Client Signature: |

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD

05/15/2018

for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s)' failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of

the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

CC: Matt Winters, City Administrator

FROM: George Harris, Engineer *GH*

DATE: December 16, 2024

RE: Fire Station No. 1 Renovation Project- Change Order No. 2 (COR 005)-
Revised Dates for Substantial Completion and Final Completion

Penzel Construction's bid included a proposed project substantial completion date of May 1, 2025 and a final completion date of July 1, 2025. The contractor's bid included a stipulation that the substantial completion date was conditioned on an expectation that a notice to proceed would be given by May 1, 2024.

The actual notice to proceed was issued for June 3, 2024 or 33 days later than the anticipated notice to proceed date. A time extension of 33 days would result in a substantial completion date of June 3, 2025 and a final completion date of August 4, 2025. This would allow the contractor the original time period indicated in the bid documents.

City staff recommends that the Mayor and Board of Aldermen approve the proposed Change Order No.2 for the Building Addition & Renovation of Jackson Fire Station #1 project.



325 W. Jackson Blvd. • P.O. Box 330 • Jackson, MO 63755 • (573) 243-8191 • (573) 243-3526 • fax (573) 243-2425 • www.penzel.com

November 8, 2024

Mr. George Harris

City of Jackson
101 Court Street
Jackson, MO 63755

Re: COR 005 – Time extension – No Cost impact

Dear Mr. Harris,

Penzel Construction is requesting a time extension for the Jackson Fire Station #1 Substantial Completion Date and Date of Readiness. Bid Documents stipulated a Notice to Proceed to be given by May 1, 2024 for a Substantial Completion of May 1, 2025.

Notice to Proceed was given on June 3, 2024 - 33 days later than projected. Request a time extension for Substantial Completion of June 3, 2025 and Date of Readiness of August 4, 2025

Penzel Construction Company requests to be compensated in the amount of \$0.00.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Wade Rhodes
Project Manager
Penzel Construction Inc.

Enclosures:

Bid Document
NTP
Contract

Change Order**No. 2**

Date of Issuance: _____ Effective Date: _____

| | | |
|---|--------------------------------|-----------------------------|
| Project: Jackson Fire Station #1 Building Addition and Renovations | Owner: City of Jackson | Owner's Contract No.: 24-35 |
| Contract: General Contract | Date of Contract: 04/02/2024 | |
| Contractor: Penzel Construction Company, Inc. | Engineer's Project No.: 22-273 | |

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

1. Update completion date due to Notice of Proceed issuance

Attachments (list documents supporting change):

1. COR 005 from Penzel Construction Company dated 11/08/2024

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 3,618,700.00

[Increase] [Decrease] from previously approved
Change Orders No. _____ to No. _____:

\$ n/a

Contract Price prior to this Change Order:

\$ 3,618,700.00

[Increase] [Decrease] of this Change Order:

\$ 0.00

Contract Price incorporating this Change Order:

\$ 3,618,700.00

CHANGE IN CONTRACT TIMES:Original Contract Times: ☐ Working days ☒ Calendar days

Substantial completion (date): 05/01/2025

Ready for final payment (date): 07/01/2025

[Increase] [Decrease] from previously approved Change Orders
No. _____ to No. _____:

Substantial completion (days): n/a

Ready for final payment (days): n/a

Contract Times prior to this Change Order:

Substantial completion (date): 05/01/2025

Ready for final payment (date): 07/01/2025

[Increase] [Decrease] of this Change Order:

Substantial completion (days): 33

Ready for final payment (days): 33

Contract Times with all approved Change Orders:

Substantial completion (date): 06/03/2025

Ready for final payment (date): 08/04/2025

RECOMMENDED:By: _____
Engineer (Authorized Signature)

Date: _____

ACCEPTED:By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:By: _____
Contractor (Authorized Signature)

Date: _____



Allen&Hoshall

1661 International Drive, Suite 100
Memphis, Tennessee 38120
Office 901.820.0820
Fax 901.683.1001
www.allenhoshall.com

November 19th, 2024

Mr. Donald Schuette
Director of Electric Utilities
City of Jackson, MO
101 Court Street
Jackson, MO 63755

**RE: Bid Acceptance Recommendation
15kV Circuit #21 Upgrade**

Dear Mr. Schuette:

After evaluating the bids received for the 15kV Circuit #21 Upgrade Project on November 18th, 2024, Allen & Hoshall recommends accepting the unit price bid from **MDR Construction, Inc.**, of **Columbia, MS** in the amount of **Five Hundred Seventy-Seven Thousand, Eight Hundred Sixty-Four Dollars Eighty-Six cents (\$577,864.86)**. MDR Construction, Inc., was one of five bidders.

See attached Bid Tabulation.

If there are any questions, please contact me at 901.261.4732

Sincerely,

Allen & Hoshall

Bobby Davidson

Cc: Scott Burleson P.E., Allen & Hoshall
Ed Bousson, Allen & Hoshall

RDD: \\AHMEM03\eu\Jackson MO\82084 - Ckt 8-21 Upgrade\Corr\Cont Rec Let MDR 11192024.docx



BID TABULATION
LABOR & Material

15kV Circuit #21 Upgrade

City of Jackson MO
Electric Department

BID OPENING: November 18th, 2:00 PM

| <u>Bidder</u> | <u>Total Bid Price</u> |
|-------------------------------|----------------------------|
| Desoto County Electric, Inc. | <u>NO Bid</u> |
| Killen Contractors | <u>\$618,052.21</u> |
| MDR Construction, Inc. | <u>\$577,864.86</u> |
| Service Electric Co. | <u>\$973,188.62</u> |
| Power Line Consultants | <u>\$693,768.75</u> |
| William E. Groves Const, Inc. | <u>\$966,066.78</u> |
| Gerstner Electric Co. | <u>NO Bid</u> |
| <hr/> | <hr/> |
| <hr/> | <hr/> |

Labor & Material Bid includes Total Unit Bid plus \$40,000.00 Authorized Contract Amendments

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MDR CONSTRUCTION, INC., OF COLUMBIA, MISSISSIPPI*, RELATIVE TO *THE 15KV ELECTRIC DISTRIBUTION CIRCUIT #21 UPGRADE*; 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 **MDR Construction, Inc., of Columbia, Mississippi**. 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: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



City Utilities

Proposed Rates (Effective with 2/1/2025 Billing)

| | | 2025 Rate | | 2024 Rate |
|--|----|---------------|----|-----------------|
| Water (In-Town) | | | | |
| Minimum Charge | \$ | 20.94 | \$ | 20.25 |
| All Usage (per 1000 gal) | \$ | 4.14 | \$ | 4.00 |
| Water (Out-of-Town) | | | | |
| Minimum Charge | \$ | 41.86 | \$ | 40.48 |
| All usage (per 1000 gal) | \$ | 6.71 | \$ | 6.49 |
| Electric (Residential) | | | | |
| All usage (per kWh) | \$ | 0.0997 | \$ | 0.0997 |
| Minimum charge - single phase | \$ | 16.95 | \$ | 16.39 |
| Minimum charge - three phase | \$ | 22.57 | \$ | 21.83 |
| Electric (Small General) | | | | |
| All usage (per kWh) | \$ | 0.1028 | \$ | 0.1028 |
| Minimum charge - single phase | \$ | 19.77 | \$ | 19.12 |
| Minimum charge - three phase | \$ | 25.43 | \$ | 24.59 |
| <i>To qualify for Large General, minimum KW demand total must be 100 and minimum kwh must be 30,000 monthly.</i> | | | | |
| Electric (Large General) * | | | | |
| All usage (per kWh) | \$ | 0.0473 | \$ | 0.0473 |
| Demand Chg (per KW) | \$ | 17.04 | \$ | 17.04 |
| Minimum charge | \$ | 197.72 | \$ | 191.22 |
| <i>To qualify for Industrial, minimum KW demand total must be 300 and minimum kwh must be 30,000 monthly.</i> | | | | |
| Electric (Industrial) * | | | | |
| All kWh per kWh | \$ | 0.0473 | \$ | 0.0473 |
| Demand Chg (per kVA) | \$ | 12.76 | \$ | 12.76 |
| Minimum charge | \$ | 197.72 | \$ | 191.22 |
| Security Lighting | | | | |
| Monthly Charge | | \$13.70-60.16 | | \$13.25 - 58.18 |
| Sewer (related to/same as WA usage) | | | | |
| Minimum charge | \$ | 17.15 | \$ | 16.59 |
| All usage (per 1000 gal) | \$ | 3.93 | \$ | 3.80 |
| Solid Waste Pick-Up (for single family/duplex residential) | | | | |
| Per Billing Cycle | \$ | 12.22 | \$ | 11.82 |
| Water (Sold at plant) | | | | |
| All Gallons per 80 gallons | \$ | 1.00 | \$ | 1.00 |

* Additional 2% discount on energy and demand charges available for qualifying primary service customers

The 3.4% increase for electric (minimum charges only), sewer, water, and trash is tied to the Consumer Price Index adjustment, issued annually by the Missouri State Tax Commission.

Utility rates are approved annually as a motion by the Board of Aldermen in December.

BILL NO. 24-__**ORDINANCE NO. 24-__**

**AN ORDINANCE APPROVING THE 2025 BUDGET AS PROPOSED, FOR
THE CITY OF JACKSON, MISSOURI, AS MADE AND PROVIDED IN
SECTION 67.010, ET SEQ, RSMO.**

WHEREAS, the Budget Officer of the City of Jackson, Missouri, has heretofore presented to the Mayor and Board of Aldermen, a proposed budget for the City of Jackson, Missouri, and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, after due consideration of said proposed budget, and

WHEREAS, the Budget Officer of the City of Jackson, Missouri, has heretofore presented to the Mayor and Board of Aldermen, a proposed budget for the 2025 calendar year of the City of Jackson, Missouri, and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, being mindful of the requirements of Section 67.010, et seq., RSMo, deem it desirable to approve said budget by ordinance.

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 hereby approve the 2025 proposed budget as submitted by the city budget officer.

Section 2. That in accordance with Section 37.030, the Mayor and Board of Aldermen are mindful of the limitations of the budget for the calendar year 2025 as made and provided in said section.

Section 3. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, have approved the proposed budget for the year 2025 for the City of Jackson, Missouri, being mindful of the provisions of Section 67.010, RSMo., and that said section requires that any changes in

expenditures set forth in this approved budget can only be effectuated upon showing that said increase in expenditures is necessary and proper, and that said increase in expenditures be approved by formal ordinance of the Mayor and Board of Aldermen of the City of Jackson, Missouri.

Section 4. That attached hereto, and incorporated herein as if fully set forth in the proposed budget for the calendar year 2025, for the City of Jackson, Missouri, as approved heretofore by the Mayor and Board of Aldermen.

Section 5. That this Ordinance shall take effect and be in force and effect from and after its passage and approval and shall be effective the 1st day of January, 2025.

FIRST READING: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AMENDING PAY PLAN, HEREINAFTER KNOWN AS “WAGE AND SALARY ADMINISTRATION PLAN” FOR THE CITY OF JACKSON, MISSOURI, FOR OFFICERS AND EMPLOYEES OF THE CITY; ESTABLISHING MEANS AND METHOD OF ADMINISTRATION PLAN; AND ESTABLISHING THE CITY PAY PLAN FOR THE FISCAL YEAR 2025.

WHEREAS, the City Administrator for the City of Jackson, Missouri, with the advice and assistance of a private consultant and his staff have previously proposed to the City, an amended pay plan to provide for equitable advancement, credit for time in service, establishing procedures for administration of same, establishing procedures for advancement, and adjusting overall current wage levels of the city employees; and

WHEREAS, the City Administrator and consultant have previously established a method of classification of all job positions in the City and providing job descriptions and physical and educational requirements therefore; and,

WHEREAS, the City Administrator and consultant have previously designed a method for equitable implementation of same;

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

Section 1. That in accordance with the provision of Section 3-100 of the Code of Ordinances of the City of Jackson, Missouri, an amended pay plan is here, readopted and the same is attached hereto and incorporated herein by reference.

Section 2. That in accordance with Section 3-100, the City Clerk shall keep on file and have available for public inspection during regular business hours the “Wage and Salary Administration Plan”.

Section 3. That the “Wage and Salary Administration Plan Employees Compensation Guidelines” previously developed by the staff and staff consultant, and incorporated herein, are hereby adopted by the City of Jackson, Missouri, and shall be available in the office of the City Clerk as provided in Sec. 3-100 of the Code of Ordinances.

Section 4. That in accordance with Section 3-100 of the Code of Ordinances of the City of Jackson, Missouri, Chapter 67 of the Revised Statutes of Missouri and the City’s “Wage and Salary Administration Plan”, the Board of Aldermen hereby adopt as the official pay plan for the 2025 fiscal year the plan set forth in the revised “2025 Pay Plan for the City of Jackson, Missouri”, which is attached hereto, and incorporated herein.

Section 5. That this Ordinance shall take effect and be in force and effect from and after its passage and approval and the accompanying “2025 Pay Plan for City of Jackson” shall be effective the 1st day of January, 2025.

FIRST READING: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____

Mayor

ATTEST:

City Clerk



Just send this form
in with your check

PARK DONATION & MEMORIAL FORM

ALLEN HOME CARE SERVICES
808 S. KINGS HIGHWAY
SIKESTON MO 63801

Donor name or organization: Kenneth LUCY
Address: 2220 WHITNEY JEAN City, State, Zip: JACKSON MO 63755
Phone: _____ E-mail: _____

fill out this
part for
your taxes.

Pre-approved donation list of new items: (please check appropriate item)

- ☐ Tree ☐ Picnic Table ☐ Metal Bench
☐ Planter ☐ Litter Receptacle ☐ Drinking Fountain
☐ Other

* Roller hockey rink - Jackson Street Hockey
Proposition

Approved 1/9/24 Meeting w/ Jason Lipe
(501 CA) Director of Parks & Rec

Proposed location: _____
Description of request: NOT NEEDED

Estimated value of donation: \$5,000 - KENNETH LUCY
Maintenance plan of donation: \$5,000 - ALLEN HOME CARE SERVICES
NOT NEEDED

Note: For major projects, the City reserves the right to require construction plans, specifications and other appropriate items.

Signature: Kenneth Lucy 12/6/2024 sign & date
Date: _____

Return to:
Jason Lipe, Director
Parks & Recreation Department
381 E. Deerwood Dr.
Jackson, MO 63755
- MAIL TO THIS ADDRESS



DATE: November 26, 2024

TO: Mr. Jason Lipe, Director - Parks and Recreation
City of Jackson
101 Court Street
Jackson, MO 63755

PROJECT: 24183.1 24101 Jackson Municipal Park Splash Pad

RE: 11/26/2024 Summary of Bids and Recommendation to Award

Dear Jason,

Earlier today (10:30 AM on 11/26/2024) on the City's behalf we opened bids on the above noted project. A summary of the bids as read, a sign-in sheet from the opening, and a spreadsheet summary of bid items are attached. The summary of the bids include the engineer's estimate, which in this case was the projected ARPA funding for the project.

Bids were as follows in order low to high:

- | | |
|----------------|--------------|
| 1. Zoellner | \$383,795.00 |
| 2. Robinson | \$475,000.00 |
| 3. Penzel | \$485,650.00 |
| 4. Capri Pools | \$608,500.00 |

Bids provided represent turn-key/lump sum with \$10,000 contingency to cover changes. All bids included required bid-bonds.

We would recommend award to Zoellner with the following stipulations:

1. Issue post award contract change order allowing substitution of Rain Deck equipment as an equivalent to Vortex.
2. Post award VE discussion with Zoellner to reduce quantity of equipment/work specified, with an anticipated reduction in equipment cost including:
 - a. Reduced water features – for example, substitution of lower cost vertical elements (-10,000)
 - b. Reuse of existing fencing with new gates. (-10,000)
 - c. Consider the City self-performance of demolition of existing facilities with time extension as necessary to allow this to occur. (-25,000)
 - d. Substitution or removal of specific sourced benches and trash receptacles. (-4500)

We will work with the City and their selected contractor to conduct this VE with the anticipation of reducing the project cost by a target value of \$50,000.

Sincerely,

Andy Meyer, PE
Project Manager
BFW Engineering and Consulting

Digitally signed by Andrew Lee Meyer
DN: C=US, E=ameyer@bfwengineers.com, O=Bacon
Farmer Workman Engineering and Testing,
OU="Project Manager, Cape Girardeau, MO",
CN=Andrew Lee Meyer
Reason: I attest to the accuracy and integrity of this
document
Contact Info: ameyer@bfwengineers.com 5739879359
Date: 2024.11.26 14:24:59-06'00'



SUMMARY OF BID PROPOSALS RECEIVED FOR Jackson Splash Pad

Jackson
Jackson, MO

Project Name: Jackson Splash Pad
Job Number: 24183.1 Jackson Splash Pad
Client: City of Jackson Missouri
Date: November 26, 2024

BID OPENING

Date: November 26, 2024 10:30 a.m. (local time)
Place: Jackson City Hall

Base Bid Items

| No. | Contingent Item Description | Quantity | Unit | Zoellner Construction | | Robinson Mechanical Contractors, Inc. | | Penzel Construction Company | | Capri Pools & Aquatics | | Engineer's Estimate | |
|---|---|----------|------|-----------------------|-------|---------------------------------------|-------|-----------------------------|-------|------------------------|-------|---------------------|-------|
| | | | | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total | Unit Cost | Total |
| 10 | 4" Concrete slab on grade with reinf. | 0 | SF | | | | | | | | | | |
| 20 | Earthwork- excavated & removed from the site | 0 | CY | | | | | | | | | | |
| 30 | Earthwork - imported to site and compacted into place | 0 | CY | | | | | | | | | | |
| 40 | Earthwork - excavated and placed on site | 0 | CY | | | | | | | | | | |
| 50 | Mass Rock Evacuation | 0 | CY | | | | | | | | | | |
| 60 | Trench Rock Evacuation | 0 | CY | | | | | | | | | | |
| 70 | 2" SCH 80 PVC Pipe | 0 | LF | | | | | | | | | | |
| 80 | 1 1/2" PVC Conduit, Buried | 0 | LF | | | | | | | | | | |
| 90 | 2" PVC Conduit, Buried | 0 | LF | | | | | | | | | | |
| 100 | 4" PVC Conduit, Buried | 0 | LF | | | | | | | | | | |
| 110 | (3) #12 Type THWN Conductor | 0 | LF | | | | | | | | | | |
| 120 | (3) #10 Type THWN Conductor | 0 | LF | | | | | | | | | | |
| Lump Sum Total Bid Amount (Including contingency) | | | | \$ 383,795.00 | | \$ 475,000.00 | | \$ 485,650.00 | | \$ 608,500.00 | | \$ 250,000.00 | |
| CHECK | | | | NO | | NO | | NO | | NO | | N/A | |
| BID BOND | | | | YES | | YES | | YES | | YES | | N/A | |

Digitally signed by Andrew Lee Meyer
DN: C=US,
E=ameyer@bfwengineers.com,
O=Bacon Farmer Workman Engineering
and Testing, OU="Project Manager,
Cape Girardeau, MO", CN=Andrew Lee
Meyer

Reason: I attest to the accuracy and
integrity of this document

Contact Info:

ameyer@bfwengineers.com 5739879359

Date: 2024.11.26 14:55:11-06'00'



BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND ZOELLNER CONSTRUCTION CO., INC., OF PERRYVILLE, MISSOURI, RELATIVE TO THE SPLASH PAD CONSTRUCTION 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 **Zoellner Construction Co., Inc., of Perryville, 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: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MEMO



To: Mayor Dwain Hahs and Members of the Board of Aldermen

From: Rodney Bollinger, Director of Administrative Services

Date: December 12, 2024

Re: Disposal of Stockpiled Brush Program

Back in July of this year, our contract with Herzog Excavating & Demolition, LLC, of Perryville, Missouri, was extended to allow for the contractor to continue work on the Disposal of Stockpiled Brush Program. The City's stockpiled brush is stored on the tract located behind Mondi on N. High St. (Highway 61) in the Jackson North Industrial Park.

Since disposing of this summer's pile of brush under Change Order 4, two more significant piles of brush and leaves quickly accumulated this fall/winter. This proposal is an additional fee to remove the newest piles of brush from the site.

With the contractor's good history of working with the City of Jackson on this program and reasonable fee for this additional work, I recommend to the Board of Aldermen this change order be accepted.



City of Jackson

CHANGE ORDER

PROGRAM: Disposal of Stockpiled Brush

DATE OF ISSUANCE: December 16, 2024

CHANGE ORDER NO.: 5

OWNER: City of Jackson – 101 Court Street, Jackson, Missouri 63755

CONTRACTOR: Herzog Excavating & Demolition, LLC – 24 Green Meadows Ln., Perryville, Missouri 63775

THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AS FOLLOWS:

This is an additional cost to have the contractor remove two new piles of brush from the site accumulated between August 15 and December 11, 2024.

☐ See Attachments

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIME |
|--|--|
| Original Contract Price: \$28,600.00 | Original Contract End Date: December 31, 2023 |
| Previous Change Orders: \$53,200.00 | Net Change from Previous Change Orders: 0 days |
| Contract Price prior to this Change Order: \$81,800.00 | Contract End Date prior to this Change Order: December 31, 2025 |
| Net Increase (Decrease) of this Change Order: \$8,000.00 | Net Increase (Decrease) of this Change Order: 0 days |
| Contract Price with all approved Change Orders: \$89,800.00 | Contract End Date with all approve Change Orders: December 31, 2025 |

Recommended By:


Director of Administrative Services

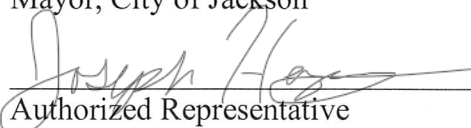
12/12/2024
Date

Approved By:

Mayor, City of Jackson

Date

Accepted By:


Authorized Representative
of the Contractor

12/12/2024
Date



Herzog Excavating & Demolition LLC
24 Green Meadows Ln.
Perryville, Missouri 63775
herzogexcavatingdemolition@gmail.com
(573) 768-1398

Estimate

Submitted on 12/10/2024

Estimate for

City of Jackson
101 Court Street
Jackson, Missouri 63755

Project

Disposal of Stockpiled Brush Program 2024
End of year cleanup

Estimate Expires

30 Days

| Description | Total price |
|---|---------------------|
| Remove and dispose of 2 brush piles, wood chippings, and grass clippings/leaves | \$8,000.00 |
| <hr/> | |
| | Subtotal \$8,000.00 |

Notes: *Thank you for your business!*

Total \$8,000.00

RESOLUTION NO. _____

RESOLUTION

A RESOLUTION RELATIVE TO VOLUNTARY ANNEXATION WITH ZONING
UNDER THE PROVISIONS OF SECTION 58-12

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have received a petition for voluntary annexation with zoning filed under the provisions of the City of Jackson, Missouri, Municipal Code Section 58-12; and,

WHEREAS, the voluntary annexation with zoning is for an area sought to be annexed by the City of Jackson, Missouri; and,

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interests of the citizens of the City of Jackson, Missouri, to proceed with the annexation and zoning of said parcel of real estate.

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

Section 1. That there has been presented on the 16th day of December, 2024, to the Board of Aldermen of the City of Jackson, Missouri, a verified petition for annexation with zoning, signed by the owners of all fee interests of record, to-wit: Semo Land Development, LLC, in the tracts of real property located within the area described in said petition, which area is proposed to be annexed to the City of Jackson, Missouri, and which petition requests the annexation of such area into the city limits of the City of Jackson, Missouri; a copy of said petition is attached hereto and made a part hereof by reference as Exhibit A.

Section 2. No part of said real property sought to be annexed by the petition attached hereto is included in any incorporated municipality.

Section 3. That the real property described in the annexation petition attached hereto is contiguous to the existing corporate limits of the City of Jackson, Missouri.

Section 4. That, in accordance with the provisions of Section 58-12, a public hearing shall be held concerning this matter on the 21st day of January, 2025, at 6:00 p.m. at the City Hall in the City of Jackson, Missouri.

Section 5. That the City Clerk is hereby authorized and directed to cause a notice of such hearing to be published at least seven days prior to the date of the hearing in a newspaper of general circulation in Cape Girardeau County, Missouri, which is qualified to publish legal matters.

PASSED by the Board of Aldermen of the City of Jackson, Missouri, this ____ day of December, 2024, by a vote of ____ ayes, ____ nays, ____ abstentions and ____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



**CITY OF JACKSON, MISSOURI
VOLUNTARY ANNEXATION WITH
ZONING APPLICATION**

DATE OF APPLICATION: 11-30-24

PROPERTY LOCATION (address): W Jackson Trail

Other description of location if not addressed:

PROPERTY OWNERS (all legal property owners listed on deed)

Names & Mailing Addresses: Semo Land Development LLC
PO Box 502
Jackson MO 63755

CONTACT PERSON HANDLING APPLICATION

Contact's Name: Chris Pike

Contact's Mailing Address: 2007 Providence Dr Jackson MO 63755

Contact's Phone: 573-450-7434 Email: chris@buildbreck.com

CURRENT USE OF PROPERTY: Vacant Land

PROPOSED ZONING: (circle)

| | | | |
|------|-----------------------------------|----------------|---------------------------|
| R-1 | (Single-Family Residential) | C-1 | (Local Commercial) |
| R-2 | (Single-Family Residential) | C-2 | (General Commercial) |
| R-3 | (One- And Two-Family Residential) | C-3 | (Central Business) |
| R-4 | (General Residential) | C-4 | (Planned Commercial) |
| MH-1 | (Mobile Home Park) | <u>I-1</u> | (Light Industrial) |
| O-1 | (Professional Office) | I-2 | (Heavy Industrial) |
| CO-1 | (Enhanced Commercial Overlay) | I-3 | (Planned Industrial Park) |

IS A SPECIAL USE PERMIT APPLICATION TO BE FILED? YES ☐ NO ☒

LEGAL DESCRIPTION OF TRACT: (attach legal description if metes & bounds description)

Attach to this page a scaled plat of the tract(s) showing the following information:

- a. All boundary dimensions.
- b. All adjoining streets, alleys and easements.
- c. All present improvements.
- d. All proposed improvements.
- e. All adjoining property lines and references to all owners listed in Section C.
- f. Zoning classification of all adjoining properties.

PETITION

TO: THE CITY OF JACKSON, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned, state that we are the fee and simple owners of the property described in Book _____ at Page _____, and we do hereby request and petition the City of Jackson, Missouri to annex the land described in the above referenced book and page so that the same is contained within the corporate limits of said City.

We, the undersigned, do further state and declare that no person, firm, or corporation other than the undersigned own any fee simple interest in the land described in the above referenced book and page.

We, the undersigned, do further state and declare that this request and petition is voluntarily made and is submitted under the provisions of Section 71.012 RSMo. 1986, as amended (Voluntary Annexation).

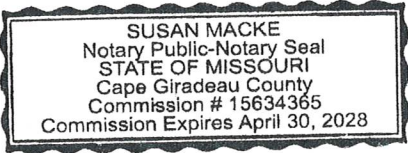
Christopher Pike

STATE OF MISSOURI)
)ss.
COUNTY OF Cape Girardeau)

On this 11th day of December, 2024, before me personally appeared Christopher Pike, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

Susan Macke
_____, Notary Public
State Of Missouri
County of Cape Girardeau
My term expires: April 30, 2028



STATE OF MISSOURI)
)ss.
COUNTY OF _____)

BOUNDARY SURVEY/ ANNEXATION EXHIBIT FOR CHRIS PIKE

That part of U.S.P.S. No. 527, Township 31 North,
Range 12 East of the Fifth Principal Meridian
County of Cape Girardeau, Missouri.

TRACT 3 - DESCRIPTION

THAT PART OF U.S.P.S. NO. 527, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CAPE GIRARDEAU COUNTY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 5 OF U.S.P.S. NO. 2255; THENCE NORTH 82°31'36" WEST 1007.20 FEET; THENCE NORTH 08°17'22" EAST 673.90 FEET; THENCE NORTH 91°14'38" WEST 482.40 FEET TO A POINT ON THE ORIGINAL WEST RIGHT OF WAY LINE OF MISSOURI STATE ROUTE 725; THENCE NORTH 32°31'07" WEST, ALONG SAID ORIGINAL WEST RIGHT OF WAY LINE, 598.80 FEET; THENCE LEAVING SAID ORIGINAL WEST RIGHT OF WAY LINE, 57°28'53" WEST 25.00 FEET TO THE EXISTING WEST RIGHT OF WAY LINE OF MISSOURI STATE ROUTE 725; THENCE ALONG SAID WEST RIGHT OF WAY LINE, 57°28'53" WEST 25.00 FEET; THENCE NORTH 35°44'25" WEST 275.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 59°45'14" WEST 407.47 FEET; THENCE NORTH 81°09'46" WEST 66.98 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 81°09'46" WEST 392.30 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF JACKSON TRAIL, THENCE WEST 1007.20 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE, 408.00 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF SAID JACKSON TRAIL, SOUTH 09°44'31" EAST 292.88 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 1.25 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

POINT OF COMMENCEMENT
SE CORNER LOT 5 OF
U.S.P.S. NO. 2255
TOWNSHIP 31N, RANGE 12E
(LOCATION PER DEED)
N82°31'38"W
1007.20'



**STRICKLAND
ENGINEERING**

113 WEST MAIN STREET
JACKSON, MISSOURI 63755
TEL: 573-243-4090
FAX: 573-243-2191

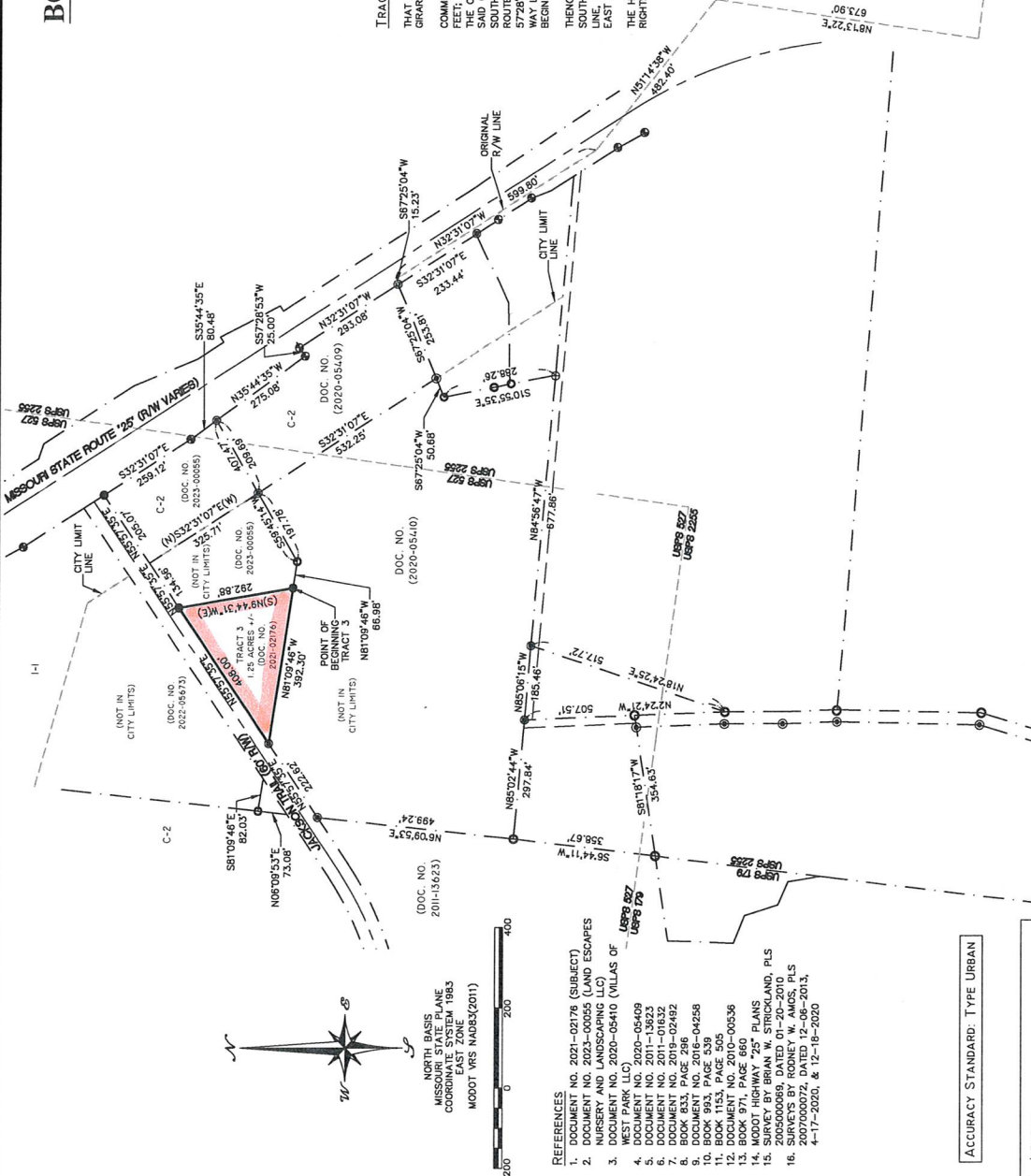
CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

SCALE 1"=200'
DATE 12-05-2024
DRAWN BY RA
CHECKED BY DR
PROJECT # 22-173

**BOUNDARY SURVEY FOR
CHRIS PIKE
JACKSON TRAIL
JACKSON, MO**

RODNEY W. AMOS MC-PLS 2007000072
113 WEST MAIN STREET
JACKSON, MISSOURI 63755

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE
MISSOURI SURVEYING BOARD'S STANDARDS FOR PROPERTY BOUNDARY
SURVEYS AS MADE EFFECTIVE JAN. 1, 2022. THE SURVEY
WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 5TH
DAY OF DECEMBER 2024.



REFERENCES

1. DOCUMENT NO. 2021-02176 (SUBJECT)
2. DOCUMENT NO. 2023-00055 (LAND ESCAPES)
3. DOCUMENT NO. 2020-06490 (VILLAS OF WEST PARK LLC)
4. DOCUMENT NO. 2020-05409
5. DOCUMENT NO. 2011-13823
6. DOCUMENT NO. 2011-08332
7. DOCUMENT NO. 2011-06492
8. BOOK 833, PAGE 296
9. DOCUMENT NO. 2016-04258
10. BOOK 993, PAGE 539
11. DOCUMENT NO. 2010-00536
12. BOOK 971, PAGE 660
13. MODOT HIGHWAY 725 PLANS
14. SURVEY BY BRIAN W. STRICKLAND, PLS
15. MISSOURI SURVEYING BOARD'S STANDARDS FOR PROPERTY BOUNDARY SURVEYS
16. SURVEYS BY RODNEY W. AMOS, PLS, 2007000072, DATED 12-08-2013, 4-17-2020, & 12-18-2020

ACCURACY STANDARD: TYPE URBAN

LEGEND

1. 1/2" IRON ROD (SET)
2. 5/8" IRON ROD W/ALUM CAP (SET)
3. IRON ROD W/CAP (FOUND)
4. IRON ROD (FOUND)
5. IRON PIPE
6. STONE
7. COTTON PICKER SPINDLE
8. CHISELED CROSS
9. AXLE
10. ALUMINUM MONUMENT
11. RIGHT-OF-WAY MARKER
12. (M) MEASURED
13. (R) RECORDED

THENCE FROM THE POINT OF BEGINNING, CONTINUE SOUTH 59°45'14" WEST 197.78 FEET; THENCE NORTH 81°09'46" WEST 66.98 FEET; THENCE NORTH 09°44'31" WEST 292.88 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF JACKSON TRAIL; THENCE NORTH 55°57'35" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 134.56 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF SAID JACKSON TRAIL, SOUTH 32°31'07" EAST 325.71 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 1.43 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

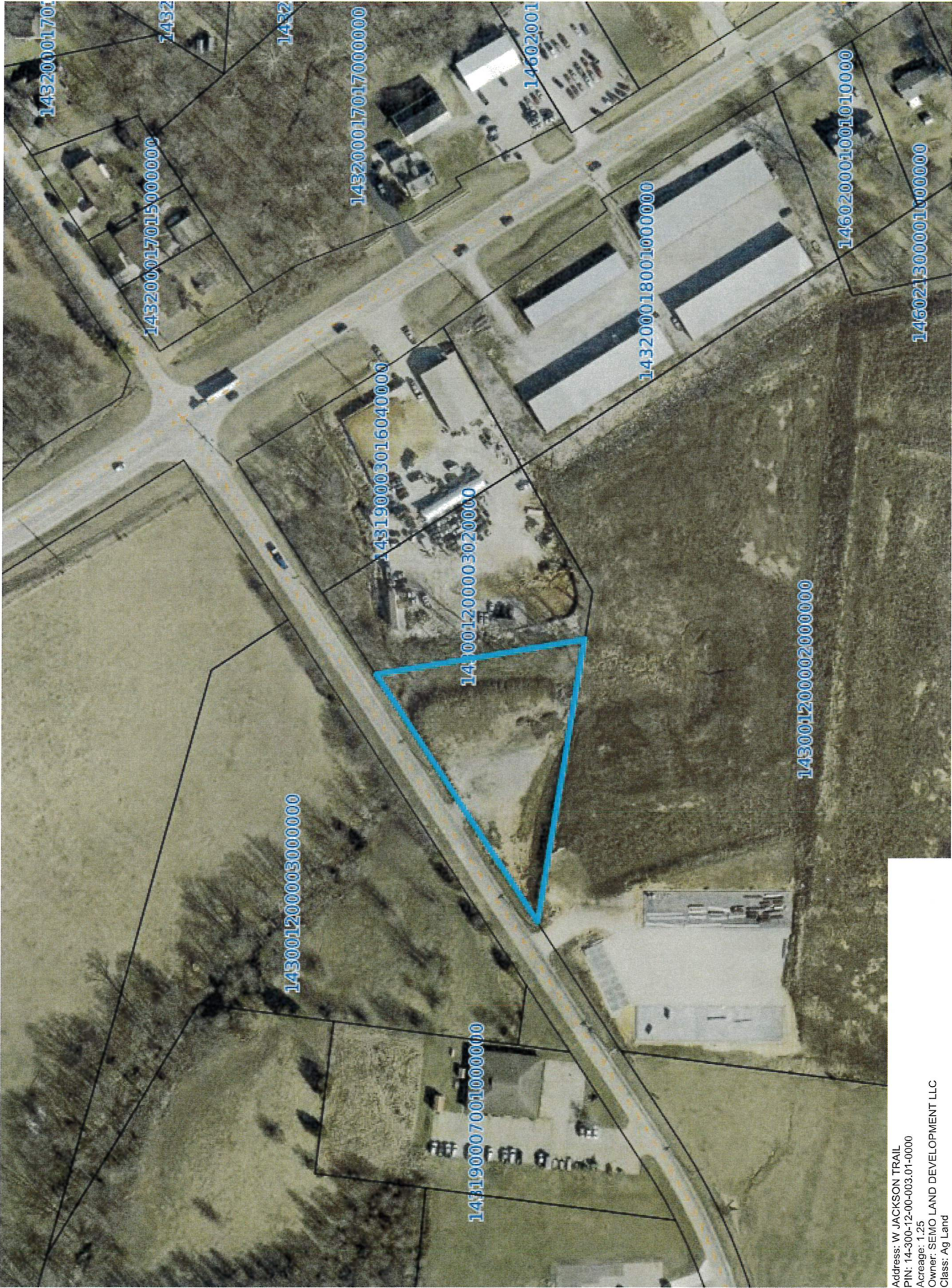
Tract 3 - Description

THAT PART OF U.S.P.S. NO. 527, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CAPE GIRARDEAU COUNTY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 5 OF U.S.P.S. NO. 2255; THENCE NORTH 82°31'38" WEST 1007.20 FEET; THENCE NORTH 08°13'22" EAST 673.90 FEET; THENCE NORTH 51°14'38" WEST 482.40 FEET TO A POINT ON THE ORIGINAL WEST RIGHT OF WAY LINE OF MISSOURI STATE ROUTE "25"; THENCE NORTH 32°31'07" WEST, ALONG SAID ORIGINAL WEST RIGHT OF WAY LINE, 599.80 FEET; THENCE LEAVING SAID ORIGINAL WEST RIGHT OF WAY LINE, SOUTH 67°25'04" WEST 15.23 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF MISSOURI STATE ROUTE "25"; THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 32°31'07" WEST 293.08 FEET; THENCE SOUTH 57°28'53" WEST 25.00 FEET; THENCE NORTH 35°44'35" WEST 275.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 59°45'14" WEST 407.47 FEET; THENCE NORTH 81°09'46" WEST 66.98 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE PONT OF BEGINNING, CONTINUE NORTH 81°09'46" WEST 392.30 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF JACKSON TRAIL; THENCE NORTH 55°57'35" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 408.00 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF SAID JACKSON TRAIL, SOUTH 09°44'31" EAST 292.88 FEET TO THE POINT OF BEGINNING.

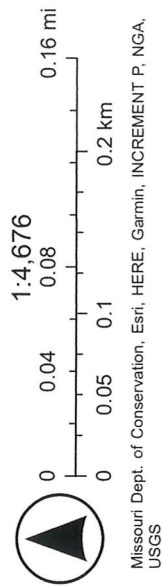
THE HEREIN DESCRIBED TRACT CONTAINS 1.25 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.



Address: W JACKSON TRAIL
PIN: 14-300-12-00-003.01-0000
Acreage: 1.25
Owner: SEMO LAND DEVELOPMENT LLC
Class: Ag Land



12/10/2024, 2:10:30 PM



BILL NO. 24-____

ORDINANCE NO. 24-____

AN ORDINANCE ACCEPTING THE PLAT OF ORCHARD PLACE SUBDIVISION PHASE 1; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Villas of West Park, LLC, has platted Orchard Place Subdivision Phase 1 all of which is located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the developer has designed the required improvements and has committed to construct said improvements; and,

WHEREAS, the developer has complied with all of the city ordinances and, in particular, Chapter 57 of the Code of Ordinances of the City of Jackson, Missouri.

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, do hereby accept the final plat of Orchard Place Subdivision Phase 1, which is attached hereto, including all easements, right-of-way streets and improvements indicated thereon subject to the terms and conditions expressed therein.

Section 2. That the Mayor and City Clerk of the City of Jackson, Missouri, are hereby authorized to do all acts and execute all instruments appropriate and necessary to accept said plat.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said plat with the Recorder of Deeds, Cape Girardeau County, Missouri.

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

FIRST READING: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of _____ ayes,
_____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



SUBDIVISION APPLICATION FORM

City of Jackson, Missouri

Item 21.

EXHIBIT

A

NAME OF SUBDIVISION: Orchard Place Subdivision Phase 1

DATE OF APPLICATION: 10-24-24

PROPERTY OWNERS: (all legal property owners exactly as listed on the deed)

Names, Addresses & Phone #s: Villas of West Park LLC
2985 Boutin Drive
Cape Girardeau, MO 63701
573-382-7373

CONTACT PERSON HANDLING APPLICATION:

Contact's Name: Brandon Williams

Contact's Mailing Address: 2985 Boutin Drive
Cape Girardeau, MO 63701

Contact's Phone: 573-382-7373

ENGINEER / SURVEYOR:

Company Name, Addresses & Phone #: Strickland Engineering
113 West Main Street, Suite 1
Jackson, MO 63755
573-243-4080

TYPE OF SUBDIVISION APPLICATION: (check all applicable items)

☐ Preliminary plat approval

☒ Final plat approval

☐ Minor subdivision approval

☐ Re-subdivision plat approval

LEGAL DESCRIPTION OF TRACT: (attach separate page if necessary)

ZONING: Indicate the current zoning district classification of the entire tract to be developed (circle all that apply):

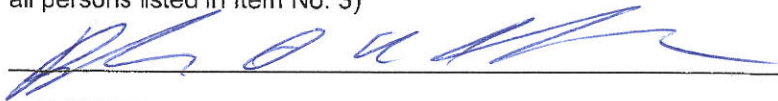
R-1 Single Family Residential
R-2 Single Family Residential
R-3 One and Two Family Residential
R-4 General Residential
MH-1 Mobile Home Park
CO-1 Enhanced Commercial Overlay

C-1 Local Commercial
C-2 General Commercial
C-3 Central Business District
C-4 Planned Commercial District
CO-1 Enhanced Commercial Overlay
I-1 Light Industrial
I-2 Heavy Industrial
I-3 Planned Industrial Park

Will a rezoning or a special use permit request be submitted in conjunction with the proposed development? YES ☐ NO ☒

OWNERS' SIGNATURES:

I state upon my oath that all of the information contained in this application is true. (Original signatures of all persons listed in Item No. 3)



Please submit the completed application along with the applicable application fee to:

Janet Sanders
Building & Planning Superintendent
City of Jackson
101 Court Street
Jackson, MO 63755

Ph: 573-243-2300 ext. 29
Fax: 573-243-3322
Email: jsanders@jacksonmo.org

COMMENCE AT THE NORTHWEST CORNER OF LOT 6 OF SAPPINGTON COURT SUBDIVISION, AS RECORDED IN PLAT BOOK 18 AT PAGE 54 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALSO BEING A POINT ON THE SOUTH LINE OF SAID U.S.P.S. NO. 788; THENCE SOUTH 83°09'32" EAST ALONG THE NORTH LINE OF SAID LOT 6, ALSO BEING SAID SOUTH LINE OF SAID U.S.P.S. NO. 788, 28.37 FEET; THENCE LEAVING SAID LINE, NORTH 06°02'57" EAST 276.70 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 06°02'57" EAST 504.31 FEET; THENCE SOUTH 70°49'32" EAST 382.06 FEET; THENCE NORTH 74°07'29" EAST 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, CHORD BEARING SOUTH 43°21'02" EAST 115.34 FEET, AND AN ARC LENGTH OF 119.88 FEET; THENCE SOUTH 70°49'32" EAST 450.68 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, CHORD BEARING NORTH 64°10'28" EAST 28.28 FEET, AND AN ARC LENGTH OF 31.42 FEET TO THE WEST RIGHT-OF-WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE ALONG SAID WEST LINE, SOUTH 19°10'28" WEST 416.86 FEET; THENCE LEAVING SAID WEST LINE, NORTH 83°50'24" WEST 187.61 FEET; THENCE NORTH 06°09'36" EAST 150.00 FEET; THENCE NORTH 83°50'24" WEST 682.44 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 8.959 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.



Text



Location Map
Orchard Place Subd Phs 1

RECORD PLAT OF ORCHARD PLACE SUBDIVISION PHASE 1

PART OF U.S.P.S. NO. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST
OF THE FIFTH PRINCIPAL MERIDIAN
IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI

SUBDIVISION DEDICATION

WE, VILLAGES OF WEST PARK LLC, THE OWNERS OF THAT PART OF U.S.P.S. NO. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 6 OF SAPPINGTON COURT SUBDIVISION, AS RECORDED IN PLAT BOOK 18 AT PAGE 54 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; ALSO BEING A POINT ON THE SOUTH LINE OF SAID U.S.P.S. NO. 788; THENCE SOUTH 83°46'32" EAST ALONG THE NORTH LINE OF SAID LOT 6, ALSO BEING SAID SOUTH LINE OF SAID U.S.P.S. NO. 788, 28.37 FEET; THENCE LEAVING SAID LINE, NORTH 05°02'57" EAST 276.70 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 05°02'57" EAST 504.31 FEET; THENCE SOUTH 70°44'32" EAST 282.06 FEET; THENCE NORTH 74°07'29" EAST 50.00 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, CHORD BEARING SOUTH 43°21'02" EAST 115.34 FEET, AND AN ARC LENGTH OF 119.88 FEET; THENCE SOUTH 70°46'32" EAST 450.68 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET, CHORD BEARING NORTH 64°10'28" EAST 28.28 FEET, AND AN ARC LENGTH OF 31.42 FEET TO THE WEST RIGHT-OF-WAY LINE OF "SOUTH OLD ORCHARD ROAD, THENCE ALONG SAID WEST LINE, SOUTH 18°10'28" WEST 416.88 FEET; THENCE LEAVING SAID WEST LINE, NORTH 83°50'24" WEST 187.61 FEET; THENCE NORTH 05°09'56" EAST 150.00 FEET; THENCE NORTH 83°50'24" WEST 682.44 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 8.959 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND LIENS AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

DECLARE THAT WE HAVE CAUSED THE FOREGOING DESCRIBED TRACT OF LAND TO BE SUBDIVIDED INTO LOTS AND STREETS AS NUMBERED AND DESIGNATED ON THE ANNEXED PLAT AND THAT WE HAVE NAMED SAID SUBDIVISION "ORCHARD PLACE SUBDIVISION, PHASE 1" AND DO HEREBY DEDICATE ALL RIGHT-OF-WAYS WITHIN THE FOREGOING SUBDIVISION TO THE PUBLIC USE FOREVER FOR STREET AND UTILITY USE, AND DO HEREBY ESTABLISH AND DEDICATE TO THE PUBLIC USE FOREVER PERMANENT UTILITY, SEWER AND DRAINAGE EASEMENTS ACROSS CERTAIN PORTIONS OF THE FOREGOING SUBDIVISION, WHICH ARE SET FORTH ON THE ANNEXED PLAT.

IN WITNESS WHEREOF, I HAVE CAUSED THESE PRESENTS TO BE SIGNED BY US THIS _____ DAY OF _____, 2024.

BRANDON WILLIAMS
VILLAGES OF WEST PARK LLC
A MISSOURI LIMITED LIABILITY CORPORATION

ON THIS _____ DAY OF _____, 2024, BEFORE ME APPEARED BRANDON WILLIAMS TO ME, PERSONALLY KNOWN, BEING A MEMBER OF VILLAGES OF WEST PARK LLC, WHO BEING BY ME DULY SWORN DO SAID THAT HE IS THE PERSON DESCRIBED HEREIN AND DO EXECUTE THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIRMED MY NOTARIAL SEAL ON THE DAY AND YEAR ABOVE WRITTEN.

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

APPROVED BY:

DWAIN HUNS, MAYOR

JANET SANDERS, PUBLIC WORKS DIRECTOR

HARRY DRYER, CHAIRMAN PLANNING AND ZONING COMMISSION

I, ANGELA BIRK, CITY CLERK OF THE CITY OF JACKSON, MISSOURI, HEREBY DECLARE THAT THIS PLAT WAS PRESENTED TO AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON.

MISSOURI ON THE _____ DAY OF _____, 2024, BY BILL

NO. _____ ORDINANCE NO. _____

ANGELA BIRK, CITY CLERK

STATE OF MISSOURI

COUNTY OF CAPE GIRARDEAU

FILED FOR RECORD THIS _____ DAY OF _____, 2024 AND DULY RECORDED

IN DOCUMENT NUMBER _____

ANDREW DAVID BLATNER
RECORDER OF DEEDS OF CAPE GIRARDEAU COUNTY, MISSOURI

STRICKLAND ENGINEERING
113 WEST MAIN STREET
P.O. Box 159
JACKSON, MISSOURI 65755
TEL: 573-263-6088
FAX: 573-263-2191
CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

**RECORD PLAT OF
ORCHARD PLACE
SUBDIVISION PHASE 1
JACKSON, MISSOURI**

SCALE AS SHOWN

DATE 10-24-24

DRAWN BY MTM

CHECKED BY RA

PROJECT # 22-267

BRAN V. STRICKLAND, MO-PLS 200580269
113 WEST MAIN STREET
JACKSON, MISSOURI 65755

| Curve # | Length | Radius | Chord Direction | Chord Length |
|---------|--------|--------|-----------------|--------------|
| C1 | 19.86 | 125.00 | S43°21'02"E | 115.34 |
| C2 | 31.42 | 36.80 | N64°10'28"E | 28.28 |
| C3 | 31.42 | 36.80 | N25°45'32"W | 28.28 |
| C4 | 45.79 | 175.30 | N30°34'50"W | 166.61 |
| C5 | 132.35 | 175.30 | N30°34'50"W | 166.61 |
| C6 | 47.68 | 193.20 | N2°30'34"W | 67.82 |
| C7 | 156.83 | 119.30 | S21°32'35"E | 139.29 |

FUTURE DEVELOPMENT

1" UTILITY EASEMENT

1" UTILITY EASEMENT

1" UTILITY EASEMENT

1" UTILITY EASEMENT

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1" UTILITY EASEMENT



NEW GENERATIONS C-HURCH
OF JACKSON
(DOC. NO. 200-10054)

- REFERENCES**
1. DOCUMENT NO. 2021-04039 (SUBJECT)
 2. DOCUMENT NO. 2024-10024
 3. DOCUMENT NO. 2021-12357
 4. BOOK 1353, PAGE 311
 5. BOOK 338, PAGE 199
 6. SAPPINGTON COURT SUBDIVISION, PLAT BOOK 18, PAGE 54
 7. SURVEY BY MATTHEW D. DEJOURNET, PLS 2215000226, DATED 07-20-2015
 8. SURVEY BY TIMOTHY JOSEPH BAER, LS 2854, DATED 07-20-2021

POINT OF COMMENCEMENT
SW CORNER LOT 8
SAPPINGTON COURT SUBDIVISION
PLAT BOOK 18, PAGE 54
(FOUND IRON ROD)

LOT 9

LOT 8

LOT 7

LOT 6

THE GREAT EIGHT LLC
(DOC. NO. 2021-12387)

THE GREAT EIGHT LLC
(BOOK 1353, PAGE 91)

- LEGEND**
- 1. 1/2" IRON ROD (SET)
 - 2. 5/8" IRON ROD W/ALUM CAP (SET)
 - 3. IRON ROD W/CAP (FOUND)
 - 4. IRON ROD (FOUND)
 - 5. IRON PIPE
 - 6. STONE
 - 7. COTTON PICKER SPINDLE
 - 8. CHISELED CROSS
 - 9. CRACKER BLOCK
 - 10. ALUMINUM MONUMENT
 - 11. RIGHT-OF-WAY MARKER
 - 12. (M) MEASURED
 - 13. (R) RECORDED
- PROPERTY BOUNDARY LINE
--- RIGHT-OF-WAY LINE
--- LOT LINE
--- BUILDING SETBACK LINE
--- EASEMENT LINE
--- EASEMENT AREA

ACCURACY STANDARD: TYPE URBAN

SURVEYOR'S NOTE

1/2" IRON RODS WITH PLASTIC CAP SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

FLOODPLAIN NOTE
NO LOTS WITHIN ORCHARD PLACE SUBDIVISION PHASE 1 ARE LOCATED WITHIN A FLOOD HAZARD ZONE, AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 2807000101 FOR CAPE GIRARDEAU COUNTY, MISSOURI, EFFECTIVE DATE SEPTEMBER 29, 2011 AND AS SHOWN ON THE ANNEXED PLAT.

BUILDING SETBACKS

30' FRONT SETBACKS
25' REAR SETBACKS
0' SIDE SETBACKS INTERNAL SIDES
30' SIDE SETBACK ON STREET CORNER SIDES

ZONING CLASSIFICATION

"I-1" LIGHT INDUSTRIAL
No. of LOTS = 3
SMALLEST LOT SIZE = 57,537 SQ. FT.
LARGEST LOT SIZE = 181,640 SQ. FT.

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AMENDING THE "STOP STREET DESIGNATION SCHEDULE, SCHEDULE VI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO CERTAIN STOP STREET DESIGNATIONS.

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

Section 1. The "Stop Street Designation Schedule, Schedule VI," passed and approved on the 18th day of November, 1985, is hereby amended by adding thereto the following stop street designations:

COLDWATER DRIVE: On Coldwater Drive at its intersection with South Old Orchard Road, traffic on Coldwater Drive to stop.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Stop Street Designation Schedule, Schedule VI," of the City of Jackson, Missouri, and the City Clerk is directed to amend said schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause stop signs to be removed and placed at the above streets in accordance herewith.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 5. 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 6. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE CITY OF SPRINGFIELD OF SPRINGFIELD, MISSOURI* RELATIVE TO *THE SAFEACROSS 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 **The City of Springfield of Springfield, 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: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



| | | | |
|--|----------------------------|--|-------------------------|
| ROUTING ORDER | (1) ORIGINATING DEPARTMENT | (2) LICENSEE | (3) FINANCE DEPARTMENT |
| | (4) LAW DEPARTMENT | (5) CITY MANAGER'S OFFICE | (6) CITY CLERK'S OFFICE |
| EFFECTIVE DATE | TERMINATION DATE | CONTRACT NUMBER: | |
| (X) NEW CONTRACT | | | |
| SPRINGFIELD | | SAFEACROSS LICENSEE | |
| City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864 1801 Fax: (417) 864 1983 Attn: Mandy Buettgen-Quinn | | City of Jackson 101 Court Street Jackson, MO 63755 Phone: (573) 243-2300 Fax: (573) 243-3322 Attn: Janet Sanders Email: jsanders@jacksonmo.org | |
| | | | |

SAFEACROSS – SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by the parties identified above,

WITNESSETH:

THAT, WHEREAS, the City of Springfield ("Springfield") is the distributor of the program known as "SafeAcross", which is a pedestrian safety program that aims to increase safety in crosswalks; and

WHEREAS, the program implementation guide and generic resources of SafeAcross are available to this Licensee and other approved participating communities/states free of charge; and

WHEREAS, SafeAcross is comprehensive program that utilizes public education, engineering, public engagement, data evaluation and other elements to promote a pedestrian friendly culture within a community; and

WHEREAS, the SafeAcross campaign is built around an iconic statue installation, called "Mr. Walker" functions as the spokesperson relaying pedestrian safety information to the public; and

WHEREAS, the above-named community ("Licensee") has expressed interest in implementing the SafeAcross program and has received a license to use SafeAcross-related images, signs, and other intellectual property;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between Springfield and Licensee as follows:

1. **Services.** Springfield agrees to provide the services and training hereinafter set forth in **Exhibit A** in accordance with the ordinary standard of care, skill and expertise in performing similar services. No services shall be provided by Springfield until this Contract has been fully executed.

2. **Addition to Services.** Licensee may add to the services or delete therefrom activities of a similar nature as provided in **Exhibit B**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7 hereof. All such directives and changes shall be in written form and prepared and approved by the Licensee and accepted and countersigned by Springfield.

3. **Exchange of Data.** All information, data, and reports in a party's possession necessary for the carrying out of the services related to this Contract, shall be furnished to the other without charge, and the parties shall reasonably cooperate in connection with this Contract.
4. **Personnel.** Springfield represents that it will secure, at its own expense, all personnel required to perform the services called for under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Licensee except as employees or independent contractors of Springfield. All of the services required hereunder will be performed by Springfield or under its direct supervision and all personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services.
5. **Term.** The services of Springfield shall commence as soon as practicable after the execution of this Contract, unless otherwise directed in writing by Licensee, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as **Exhibit A**.
6. **Costs not to Exceed.** The City of Springfield is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended in writing. The Contractor providing services hereunder shall be required to keep track of the amount of hours billable under this Contract at all times; and any work in excess of the fixed sum for this Contract shall not be eligible for payment. The Contractor shall promptly notify the City if Contractor anticipates that the Contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Contractor shall establish a billing system documenting the amount of money remaining on the Contract which shall be shown in each incremental billing statement.
7. **Payment.**
- a. **Conditioned upon acceptable performance.** Provided Springfield performs the services in the manner set forth in Paragraph 1 hereof, Licensee agrees to pay Springfield in accordance with the terms set forth in **Exhibit A**, which shall constitute complete compensation for all services to be rendered under this Contract. The services and resources in **Exhibit A** developed with the assistance of Highway Safety Program funds are available without charge.
 - b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to Springfield under the terms of this Contract exceed the sum of **Zero and no/100 Dollars (\$0.00)**.
8. **Termination of Contract.**
- a. **Termination for breach.** Failure of the Licensee to fulfill Licensee's obligations under this Contract, or under the terms of the SafeAcross Intellectual Property License Agreement, in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A** shall constitute a breach of the Contract, and Springfield shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor by one of four different means: Facsimile Transmission ("FAX") if Contractor has a FAX number; U.S. Postal Service Mail; or by hand delivering a copy of the same to the Contractor; or by electronic mail to the address indicated below; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or given by FAX or electronic mail, or the third day following mailing of the notice of termination, whichever first occurs.
 - b. **Termination for Convenience.** The parties shall have the right at any time upon 15 days' written notice to terminate and cancel this Contract, without cause, for the convenience of the parties, and Springfield shall immediately stop work upon issuance of such notice. In such event Licensee shall not be liable to Springfield except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Springfield for the performance of the cancelled portions of the Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable.
9. **Conflicts.** No salaried officer or employee of Springfield and no member of Springfield City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Licensee covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. Licensee further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Licensee.

10. **Assignment.** This Contract shall extend to and be binding upon the parties hereto and their respective successors and assigns. Licensee shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of Springfield. In the event Springfield no longer administers the SafeAcross program, Springfield may assign this Contract without Licensee's prior written consent.

11. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the parties under this Contract which a party requests to be kept as confidential shall not be made available to any individual or organization by without prior written approval of the other party, unless disclosure is otherwise required by law.

12. **Discrimination.** The parties agree in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of the parties or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. The parties and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. The parties and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

13. **Compliance with Laws.** The parties agree to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder.

14. **General Independent Contractor Clause.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that Springfield will be an independent contractor and not the Licensee's employee for all purposes, including, but not limited to: the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws.

15. **Liability and Indemnity.** The parties mutually agree to the following:

a. To the fullest extent permitted by law, Springfield will not be liable to Licensee or any other person for any injury or loss of goodwill, reputation, business, production, revenues, profits, anticipated profits, contracts, or opportunities (regardless of how these are classified as damages), or for any consequential, incidental, indirect, exemplary, special, punitive, or enhanced damages whether arising out of breach of contract, tort (including negligence), strict liability, product liability, or otherwise (including the entry into, performance, or breach of this Agreement), regardless of whether such loss or damage was foreseeable or the party against whom such liability is claimed has been advised of the possibility of such loss or damage, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

b. In no event shall Springfield be liable to Licensee for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

c. Licensee shall defend, indemnify, and hold Springfield harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by Licensee arising out of or in any way connected with this Contract.

d. Licensee shall indemnify and hold Springfield harmless from all wages or overtime compensation due Licensee's employees in rendering services pursuant to this Contract, including payment of reasonable attorney fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

16. **Attorney Fees.** In the event of any litigation arising from breach of this Agreement Springfield shall be entitled to recover from Licensee all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

17. **Insurance.** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368; and

Such policies shall name the City as an additional insured.

As of January 1, 2022, the minimum coverage for the insurance referred to herein shall be as set out below:

- a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq.
Employer's Liability..... \$1,000,000.00
- b. Commercial General Liability Insurance, including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.
- c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Three Million and 00/100 Dollars (\$3,000,000) for all claims arising out of a single accident or occurrence.

18. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Contractor), or by first class mail addressed to Springfield or Licensee at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Contractor) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

19. **Force Majeure.** Neither party will be in default by reason of any failure or delay in the performance of such party's obligations hereunder where such failure or delay is due to any circumstance or cause beyond its reasonable control, including strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, pandemic, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, or fluctuations or non-availability of electrical power.

20. **DISCLAIMERS OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, SPRINGFIELD DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE VALIDITY, ENFORCEABILITY, AND SCOPE OF THE LICENSED PRODUCTS, THE ACCURACY, COMPLETENESS, SAFETY, USEFULNESS FOR ANY

PURPOSE, OR LIKELIHOOD OF SUCCESS (COMMERCIAL, REGULATORY OR OTHER) OF THE LICENSED PRODUCTS, AND ANY OTHER TECHNICAL INFORMATION, TECHNIQUES, MATERIALS, METHODS, PRODUCTS, PROCESSES, OR PRACTICES AT ANY TIME MADE AVAILABLE BY RIVER SPEED LLC, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, RIVER SPEED LLC WILL HAVE NO LIABILITY WHATSOEVER TO LICENSEE OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON LICENSEE OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (A) THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF A LICENSED PRODUCT; (8) THE USE OF OR ANY ERRORS OF OMISSIONS IN ANY KNOW-HOW, TECHNICAL INFORMATION, TECHNIQUES, OR PRACTICES DISCLOSED BY SAFEACROSS; OR (C) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES CONCERNING ANY OF THE FOREGOING.

21. **Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

22. **Entire Agreement.** This Contract and all referenced Exhibits contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this Contract shall be effective unless in writing specifically referring hereto, and signed by both parties.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CITY OF SPRINGFIELD, MISSOURI

SAFEACROSS LICENSEE:

By: _____
City Manager or designee

By: _____
Name & Title: Dwain Hahs, Mayor

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney or designee

City Attorney or designee

Exhibit A to SafeAcross Agreement

Products and Services

| | |
|--|--|
| Basic Scope of Work (Job Description) | <ol style="list-style-type: none"> 1) Login Information – SafeAcross will supply licensee with a login and password to the password-protected resources on www.safeacross.com. 2) Implementation Manual – The step-by-step outline of the implementation will be accessible online and routinely updated by SafeAcross to provide updated and relevant information. 3) Forms, Reports, Templates, Guidance Documents – SafeAcross.com provides digital access to all generic documents and SafeAcross will notify host communities about important updates. 4) Educational and Promotional Materials - SafeAcross provides digital access to all generic documents and notifies host communities about important updates. 5) The following services are available only if City receives grant funding to administer the SafeAcross program: <ol style="list-style-type: none"> a. Quarterly Host Meetings – SafeAcross facilitates quarter-annual virtual meetings for all license holders to attend and exchange updates. b. Telephone support – SafeAcross representatives will be on call once a week for an hour to provide guidance and support to the Licensee. c. Commitment to process - SafeAcross will provide Licensee with periodic updates to materials and program strategies based upon research results and continuous program improvement. |
|--|--|

Exhibit B

| Additional Services Available |
|--|
| No additional services available at this time. |

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE COUNTY OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO A *PARKING LOT*; 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 memorandum of understanding 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 memorandum of understanding.

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 memorandum of understanding attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The County of Cape Girardeau, 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 memorandum of understanding.

Section 2. That the Mayor is hereby authorized and directed to execute said memorandum of understanding 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 memorandum of understanding.

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: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MEMORANDUM OF UNDERSTANDING

Item 24.

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 9th day of December, 2024, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as the “**City**,” and the ***COUNTY OF CAPE GIRARDEAU, MISSOURI, a political subdivision of the State of Missouri***, hereinafter referred to as the “**County**,” **WITNESSETH:**

WHEREAS, the City has entered into an agreement with the Missouri Highways and Transportation Commission (“MHTC”) for a public improvement designated as the Highway 61 Bridge Replacement and Roadway Improvement Project at Hubble Creek (“Project”); and

WHEREAS, pursuant to the agreement between the City and MHTC, MHTC agreed to acquire right-of-way as needed for the Project; and

WHEREAS, pursuant to the agreement between the City and MHTC, MHTC agreed to convey by Quit Claim Deed to the City at the conclusion of the Project, excess land purchased as shown on Exhibit A which is attached hereto and made a part hereof that includes Tracts 1, 2, 3 and 4 (the “Property”); and

WHEREAS, the County anticipates an increased need for parking due to the expansion of the County Jail resulting in additional employees and has requested that the City allow for the construction of a parking lot on the Property; and

WHEREAS, the City has an increased need for parking due to limited availability in the uptown business district; and

WHEREAS, the County has prepared a preliminary design for construction of a parking lot on the Property which is attached hereto and made a part hereof as Exhibit B; and

WHEREAS, the City and the County desire to initiate construction and enter into a cost

share for Phase One of the parking lot; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

1. The City and the County agree that Phase One construction of the parking lot shall consist only of grading and installation of riprap, erosion control, and a six (6) inch base rock.

2. The County agrees to begin and complete construction of Phase One consistent with the preliminary design as shown on the attached Exhibit B.

3. The total estimated cost for Phase One is One Hundred Forty-Seven Thousand One Hundred Thirty Dollars (\$147,130.00). The City agrees to pay the County within thirty (30) days of final completion of Phase One the sum of Seventy-Three Thousand Five Hundred Sixty-Five Dollars (\$73,565.00) representing one-half of the total estimated cost for Phase One.

4. The Property is currently zoned R-4 (General Residential). The City and County agree that the Property will not be used as a parking lot until the Property is rezoned C-3 (Central Business).

5. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either

party as a supplement, alteration, amendment, or change of any terms or provisions herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

6. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri.

7. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

8. In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

9. The rights and remedies provided by this Memorandum of Understanding are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

[Signatures on following page]

CITY:

Item 24.

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk



County of Cape Girardeau, Missouri:

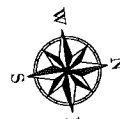
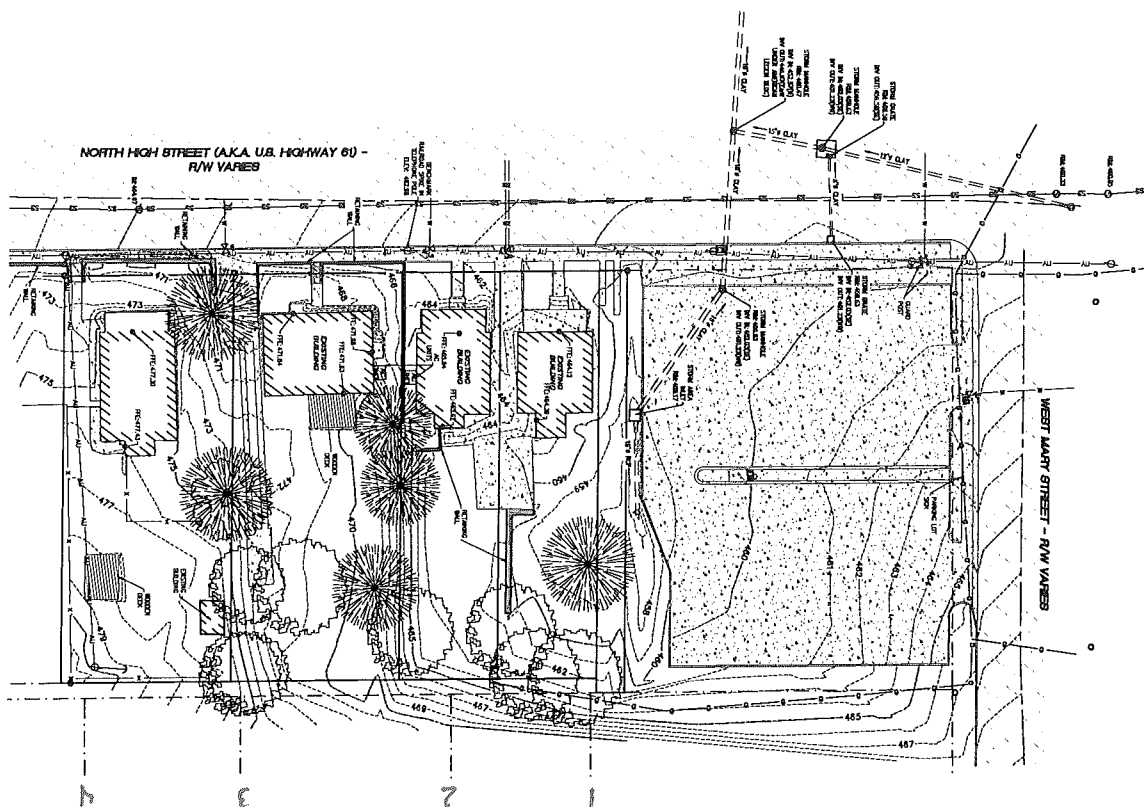


Clint Tracy, Presiding Commissioner

ATTEST:



Kara Clark Summers, County Clerk



GRAPHIC SCALE

1 inch = 20 ft

CURRENT ZONING: R-4

[illegible]

FLOODPLAIN NOTE

IF PORTION OF THIS PROPERTY FALLS WITHIN THE 100-YEAR FLOODPLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP, THIS PROPERTY MUST BE CONSIDERED WITH AN EFFECTIVE DATE OF 30/09/2011.

UTILITY CONTACTS

1. **SPENDING AUTHORITY FOR ELECTRIC SERVICE**
CITY OF ANCHORAGE
100 NORTH 4TH AVE
ANCHORAGE, AK 99501
CITY 343-1300
2. **SPENDING AUTHORITY FOR NATURAL GAS**
CITY OF ANCHORAGE
100 NORTH 4TH AVE
ANCHORAGE, AK 99501
CITY 343-1300
3. **SPENDING AUTHORITY FOR TELEPHONE SERVICE**
CITY OF ANCHORAGE
100 NORTH 4TH AVE
ANCHORAGE, AK 99501
CITY 343-1300
4. **SPENDING AUTHORITY FOR WASTEWATER SERVICE**
CITY OF ANCHORAGE
100 NORTH 4TH AVE
ANCHORAGE, AK 99501
CITY 343-1300
5. **SPENDING AUTHORITY FOR PUBLIC SAFETY**
CITY OF ANCHORAGE
100 NORTH 4TH AVE
ANCHORAGE, AK 99501
CITY 343-1300
6. **SPENDING AUTHORITY FOR POLICE**
CITY OF ANCHORAGE
100 NORTH 4TH AVE
ANCHORAGE, AK 99501
CITY 343-1300
7. **SPENDING AUTHORITY FOR FIRE**
CITY OF ANCHORAGE
100 NORTH 4TH AVE
ANCHORAGE, AK 99501
CITY 343-1300
8. **SPENDING AUTHORITY FOR CHIEF TELEPHONE SERVICE**
CITY OF ANCHORAGE
100 NORTH 4TH AVE
ANCHORAGE, AK 99501
CITY 343-1300

UTILITY NOTES

DURING LITIGATIONS HAVE OBTAINED FROM LOCAL INDOORS ARE THE CALL AND THE SERVICE LINES COME WITH THE BUILDING SHOWS PER CITY-OWNED CHAIRMAN. EXACT LOCATION OF UNITS SHOULD BE LISTED TO AVOID PROPER START OF PROJECT.

IT IS THE RESPONSIBILITY OF ALL CONTRIBUTORS TO CONTACT UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO ANY DEMOLITION OR REPAIR WORK. IT IS THE RESPONSIBILITY OF THE CONTRIBUTION TO HAVE OR PROVIDE FOR THE REMEDIATION OF ANY UTILITIES AFFECTED BY THE PROJECT DISTRIBUTION.

SURVEYORS CERTIFICATION

STANDARDS FOR PROPERTY APPRAISAL PRACTICES IN THE STATE OF MISSISSIPPI AS MADE EFFECTIVE JULY 29, 2022

LEGEND

- [illegible]

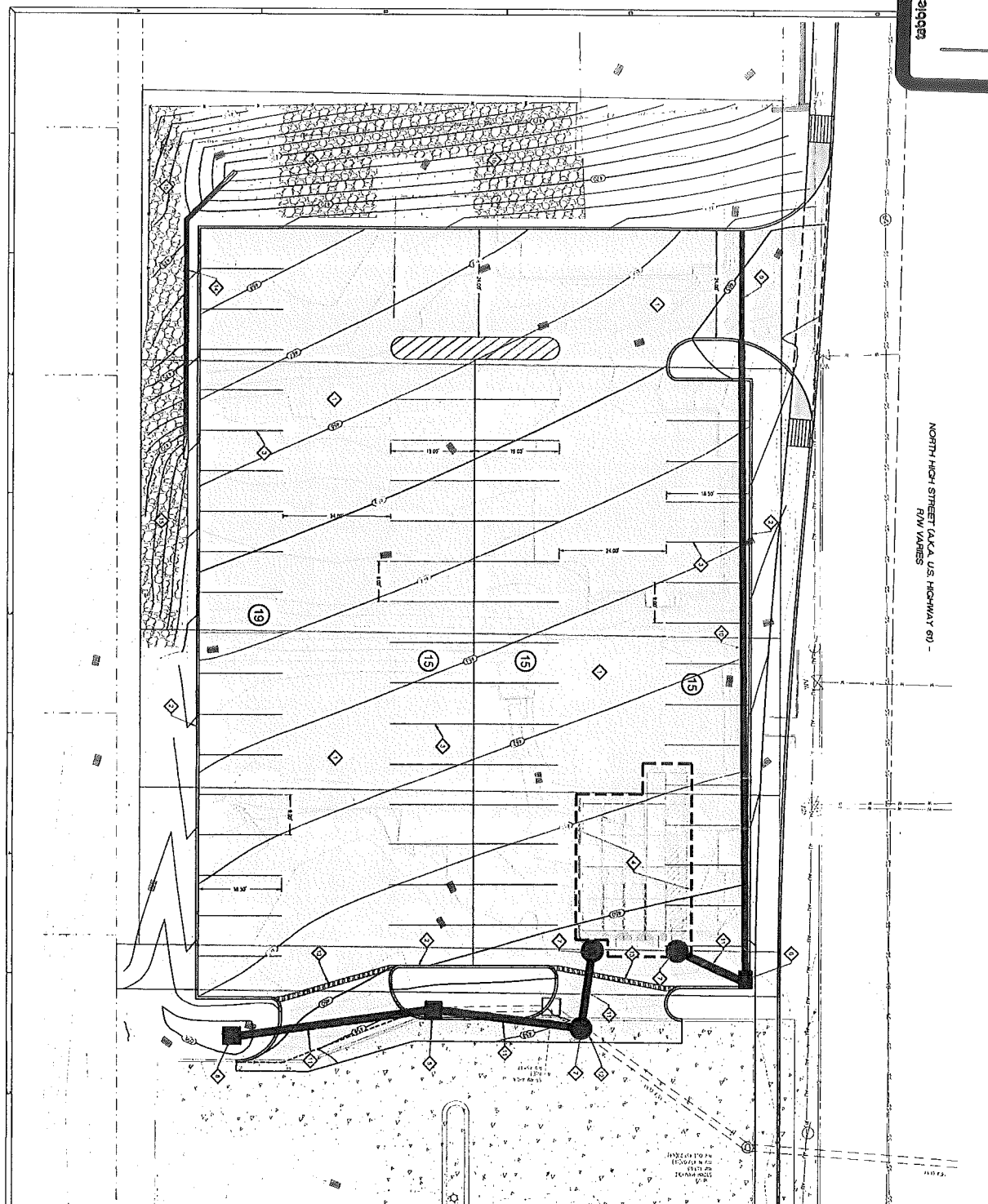
BOUNDARY AND TOPOGRAPHIC PLAN FOR
CAPE GIRARDEAU COUNTY COMMISSION

C/O: XXXXXX XXXXXX, XXXXXXXXXXX XXXXXX, XXX-XXX-XXX
1 BARTON SQUARE, JACKSON, MISSOURI 63755



MO LS COA. LS 000262. MO ENGINEERING COA. 200301963.
Civl Engineering and Surveying Services
194 Coker Lane - Cape Girardeau, Missouri 63701
Phone: 573-335-3028 - www.joshberengardengineering.com

Saligrama



NORTH HIGH STREET (AKA U.S. HIGHWAY 67)
R/W VARIES

NORTH ORIENTATION FROM
MISSOURI STATE PLANE
COORDINATE SYSTEM

0 1 2
MILES

HORIZONTAL SCALE

- [illegible]

**PROPOSED 6' HIGH STANDARD DUTY CONCRETE PARAPET WITH 4" TYP. S
ACCOMMODATE RAIL.**

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C/O: MR. PAUL KOEPER, 2ND DIST. COMMISSIONER
1 BARTON SQUARE, JACKSON, MISSOURI 63755

KE KOEHLER
ENGINEERING AND
LAND SURVEYING, INC.

MO LS COA: LS 0020272 MO ENGINEERING COA: 2003015634
Civil Engineering and Surveying
154 Coker Lane - Cape Girardeau, Missouri 63701
Phone: 672.334.3028 • www.ke2landsurveying.com