



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, November 04, 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.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of October 21, 2024.

FINANCIAL AFFAIRS

3. Motion approving payment of the semimonthly bills.

ACTION ITEMS

Power, Light, and Water Committee

4. Motion setting a public hearing for Monday, December 16, 2024, at 6:00 p.m., 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.
5. Motion approving Statement of Work Q-83243-1, in the amount of \$11,510.84, to CivicPlus, LLC, of Manhattan, Kansas, relative to providing services in 2025 under the Website Hosting Services Project.
6. Motion approving a payment to Aldi Inc., in the amount of \$5,868.00, for oversizing a water distribution line at 2502 East Jackson Boulevard, relative to the Water System Facility Plan Implementation Project - Phase 2, Project 2E.
7. Bill proposing an Ordinance accepting the dedication of a Water Line Easement Deed from Aldi Inc., relative to the Water System Facility Plan Implementation Project - Phase 2, Project 2E.
8. Bill proposing an Ordinance amending Chapter 53 of the Code of Ordinances, relative to Police Court/Municipal Court.
9. Motion accepting the proposals from Auxiant, of Wauwatosa, Wisconsin; Roundstone Management, Ltd., of Lakewood, Ohio; and Mercy Network LLC, of Chesterfield, Missouri; relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plans.

- [10.](#) Bill proposing an Ordinance authorizing a contractual agreement with Auxiant, relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan.
- [11.](#) Bill proposing an Ordinance authorizing a contractual agreement with Roundstone Management, Ltd., relative to providing services under the 2025 Employee Medical and Dental Insurance Benefit Plan.
- [12.](#) Bill proposing an Ordinance authorizing a contractual agreement with Mercy Network, LLC, relative to providing services under the 2025 Employee Medical Insurance Benefit Plan.
13. Motion accepting the proposal from Standard Insurance Company, of Portland, Oregon, relative to providing services under the 2025 Employee Vision and Life Insurance Benefit Plan.
- [14.](#) Bill proposing an Ordinance authorizing a contractual agreement with Standard Insurance Company, relative to providing services under the 2025 Employee Vision and Life Insurance Benefit Plan.

Street, Sewer, and Cemetery Committee

- [15.](#) Motion approving Change Order No. 2, in the amount of \$29,316.82, to Apex Paving Company dba ASA Asphalt, of Cape Girardeau, Missouri, relative to the 2024 Asphalt Pavement Improvement Program.
- [16.](#) Motion approving the Preliminary Plat of Terrace Above the Greens Subdivision, as submitted by MHRR, LLC.
17. Motion to bring from the table a motion accepting the bid of Heartland Coca-Cola Bottling Company, LLC, of Jackson, Missouri, for 20% of the total quarterly profits, relative to the Soccer Park Vending Services Program.
- [18.](#) Motion accepting the bid of Heartland Coca-Cola Bottling Company, LLC, of Jackson, Missouri, for 20% of the total quarterly profits, relative to the Soccer Park Vending Services Program.
19. Bill proposing an Ordinance authorizing a contractual agreement with Heartland Coca-Cola Bottling Company, LLC, relative to the Soccer Park Vending Services Program.
- [20.](#) Bill proposing an Ordinance approving the Minor Plat of Kimbeland Place Subdivision, as submitted by Steven E. and Linda M. Sebaugh.
- [21.](#) Motion accepting the bid of Putz Construction, LLC, of Millersville, Missouri, in the amount of \$49,694.45, relative to the Park Pavilion #2 Replacement Project.
- [22.](#) Bill proposing an Ordinance authorizing a contractual agreement with Putz Construction, LLC, relative to the Park Pavilion #2 Replacement Project.
- [23.](#) Bill proposing an Ordinance vacating a Sewer, Utility & Drainage Easement at 1100 Trail Ridge Drive in Trail Ridge III Subdivision, as requested by Terry Young.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

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

EXECUTIVE SESSION

Due to lack of items, an executive session is not anticipated.

ADJOURN

Posted on 11/1/2024 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, October, 21, 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: Steve Stroder, Mike Seabaugh, Shana Williams, David Hitt, Katy Liley, David Reiminger, and Wanda Young. Present-8; Absent-1 Eric Fraley.

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

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

Now comes forth Mayor Dwain L. Hahs to welcome guests and visitors. Now comes forth Bruce Loy, Ted Clark, and Phil Penzel to update the Board on the success of the 2024 Summer Concert Series and give a sneak peek of the acts that will be coming in the 2025 season.

Motion to Adopt the Agenda)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to adopt the agenda, as presented. Ayes-7; Nays-0; Absent-1.

Public Hearing to Consider a text)
 Amendment to Chapter 65 (Zoning) of)
 The Code of Ordinances, relative to)
 Applications for voluntary annexation)
 With zoning)

Now comes forth a public hearing to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to applications for voluntary annexation with zoning.

Now comes forth Building and Planning Manager Larry Miller to state that the Planning & Zoning Commission waived their option to hold a public hearing, and voted to recommend the approval of the request. It is requested that the City Clerk admit the case material, all exhibit files, and other support information into the record so it may be incorporated as part of the proposed ordinance.

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

No one speaks at the public hearing.

The public hearing is now closed by Mayor Hahs.

Motion to Approve the Minutes of the)
 October 7, 2024, Regular Board Meeting)

Motion made by Alderman Hitt, seconded by Alderman Stroder, to approve the minutes of the preceding Regular Board Meeting of Monday, October 7, 2024. Ayes-7; Nays-0; Absent-1.

Motion to Approve Bills of October, 2024)

Now is presented the Semimonthly Bills Report, in the various funds for the month of October, 2024. Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the Semimonthly Bills in the various funds for October, 2024. Ayes-7; Nays-0; Absent-1.

Motion to Approve the City Collector's)




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Monday, October 21, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for September, 2024)
)
)

Motion made by Alderwoman Williams, seconded by Alderman Stroder, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for September, 2024. Ayes-7; Nays-0; Absent-1.

CITY COLLECTOR'S REPORT FOR SEPTEMBER 2024						
DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,648,378.88	309,317.07	238,728.09	66,419.63	-	2,262,843.67
Penalties	7,155.68	1,557.07	1,289.51	356.39	-	10,358.65
Sales Tax	47,662.20	9,025.88	-	-	-	56,688.08
Disconnect Fees	2,400.00	-	-	-	-	2,400.00
Returned Transaction Fees	360.00	-	-	-	-	360.00
Customer Relocation Fees	-	-	-	-	325.00	325.00
Trash Stickers	-	-	-	1,604.00	-	1,604.00
UTILITY COLLECTIONS	1,705,956.76	319,900.02	240,017.60	68,380.02	325.00	2,334,579.40
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,705,956.76	319,900.02	240,017.60	68,380.02	325.00	2,334,579.40
Business/Contractor Licenses	-	-	-	-	595.00	595.00
Event Fees/Misc. Charges	50.00	-	-	-	-	50.00
NON-UTILITY COLLECTIONS	50.00	-	-	-	595.00	645.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	1,199.77
Cash in bank	-	-	-	-	-	2,336,424.17
Missouri Sales Tax payment	(47,662.20)	(9,025.88)	-	-	-	(56,688.08)
TO CITY TREASURER					\$	2,279,736.09
Respectfully Submitted,						
						
City Collector						



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, October, 21, 2024 at 6:00 PM
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MINUTES

Motion to Approve the September, 2024)
City Clerk's and Treasurer's Reports)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the City Clerk's and Treasurer's Reports for September, 2024. Ayes-7; Nays-0; Absent-1.

CITY TREASURER'S REPORT FOR September 2024

FUND	FUND BALANCES 09-01-2024	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 09-30-2024	INVESTMENTS	CASH BALANCE 09-30-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,685,939.11	(401,300.79)	1,284,638.32	-	-	-
Electric Surplus Fund	2,951,230.33	-	388,777.07	27,587.98	3,312,419.42	1,614,547.03	1,697,872.39
Electric Capital Projects Fund	3,494,975.58	-	-	-	3,494,975.58	3,490,000.00	4,975.58
WATER & SEWER FUNDS							
Water Operation & Maint.	-	319,923.55	(219,620.01)	100,303.54	-	-	-
Water & Sewer Revenue Bond Fu	226,711.05	-	-	-	226,711.05	-	226,711.05
Water & Sewer Deprec. Res. Fun	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fun	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	10,538,124.02	-	365,361.43	30,064.90	10,873,420.55	9,920,011.01	953,409.54
Water Replacement Fund	798,661.50	-	-	-	798,661.50	725,000.00	73,661.50
Wastewater Operation & Maint.	-	240,404.38	(174,068.33)	66,336.05	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23	1,034,698.67	27,798.56
W & S Construction Fund	3,752,785.89	-	-	97,348.55	3,655,437.34	1,250,000.00	2,405,437.34
General Revenue Fund	2,694,428.13	54,768.11	517,894.37	816,888.36	2,450,202.25	2,300,000.00	150,202.25
Landfill Fund	677,060.96	70,013.35	(5,988.67)	50,458.92	690,626.72	525,000.00	165,626.72
Cemetery Fund	1,031,601.11	6,097.38	(5,602.41)	19,434.59	1,012,661.49	870,000.00	142,661.49
City Park Fund	171,778.47	5,549.81	(7,140.62)	56,685.54	113,502.12	-	113,502.12
Public Park Foundation Fund	155,932.94	3,656.00	-	26,314.93	133,274.01	130,000.00	3,274.01
Recreational Development Fund	75,828.04	3,575.00	-	27,750.96	51,652.08	-	51,652.08
Band Fund	0.01	697.38	-	697.39	-	-	-
ARPA Fund	1,506,916.08	46,654.42	(20,652.31)	231.75	1,532,686.44	1,495,000.00	37,686.44
Road Use Tax Fund	942,515.13	77,430.93	-	409.43	1,019,536.63	754,000.00	265,536.63
Stormwater Maintenance Fund	298,942.36	557.82	-	-	299,500.18	268,000.00	31,500.18
Trust and Agency Fund	834,402.01	1,284.31	16,542.01	47,461.53	804,766.80	798,000.00	6,766.80
Health Insurance Fund	1,465,393.18	3,055.92	148,012.35	96,887.79	1,519,573.66	1,045,000.00	474,573.66
Inmate Security Fund	17,259.12	166.00	-	-	17,425.12	-	17,425.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	664,669.34	127,553.67	-	-	792,223.01	600,000.00	192,223.01
Transportation Capital Project	650,248.52	-	-	-	650,248.52	-	650,248.52
Sales Tax Fund	1,489,970.46	262,716.86	-	7,742.50	1,744,944.82	216,262.39	1,528,682.43
Recreation Sales Tax Fund	211,684.91	70,092.57	(812.07)	33,726.43	247,238.98	50,000.00	197,238.98
Public Safety Sales Tax Fund	275,566.20	126,307.07	(400,873.27)	-	1,000.00	-	1,000.00
Fire Protection Sales Tax Fund	140,670.47	63,191.28	(200,528.75)	-	3,333.00	-	3,333.00
Capital Projects Construction	3,456,980.86	-	-	102,795.75	3,354,185.11	2,910,000.00	444,185.11
Economic Dev. Reserve Fund	886,598.78	-	-	-	886,598.78	850,000.00	36,598.78
CDBG Grant Fund	72,932.38	-	-	-	72,932.38	-	72,932.38
I-55 Corridor Special Alloc. F	2,317.69	-	-	-	2,317.69	-	2,317.69
TOTALS	40,662,299.82	3,169,634.92	0.00	2,893,765.21	40,338,169.53	30,955,539.09	9,982,630.44
Respectfully Submitted,					Cash on Hand	1,475.00	
<i>Angela Birk</i>					General Account	7,697,802.28	
Angela Birk, City Clerk/Treasurer					Collectors Account	2,279,736.09	
					Equitable Sharing Fund	3,617.07	
					TOTAL		9,982,630.44



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MINUTES

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

<u>ELECTRIC</u>	18,935.95
<u>WATER</u>	6,400.00
<u>WASTEWATER</u>	0.00
<u>GENERAL REVENUE</u>	21,108.30
<u>LANDFILL</u>	1,597.15
<u>CEMETERY</u>	5,400.00
<u>PARK</u>	4,417.25
<u>PARK FOUNDATION</u>	3,656.00
<u>RECREATIONAL DEVELOPMENT</u>	3,575.00
<u>STORMWATER MAINTENANCE FUND</u>	557.82
<u>TRUST & AGENCY</u>	0.00
<u>HEALTH INSURANCE FUND</u>	1,274.38
<u>INMATE SECURITY FUND</u>	0.00
<u>TRANSPORTATION SALES TAX</u>	1,171.19
<u>RECREATIONAL SALES TAX FUND</u>	6,901.25
<u>REPORT TOTAL</u>	74,994.29

Water & Light Deposit Accounts
SEPTEMBER, 2024

Beginning Balance September 1, 2024:	\$269,820.12
TOTAL DEPOSITS	\$12,287.13
TOTAL REFUNDS	\$16,519.74
Ending Balance September 30, 2024:	\$265,587.51

<i>Balance Consists of :</i>	
Checking Account for US Bank	\$55,587.51
Investments	\$210,000.00
	\$265,587.51

Motion to Approve Task Order)
 Authorization No. 24-10, to Strickland)
 Engineering, LC of Jackson, Missouri,)
 Relative to providing construction phase)
 Engineering services under the East)



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Jackson Boulevard Roadway Lighting)
 Project)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve Task Order Authorization No. 24-10, in the amount of \$52,200.00, to Strickland Engineering, LC of Jackson, Missouri, relative to providing construction phase engineering services under the East Jackson Boulevard Lighting Project. Ayes-7; Nays-0; Absent-1.

Motion to Approve an increase in)
 Expenditure under Amendment 8 to)
 Task Order Authorization No. 19-04, to)
 Horner & Shifrin, Inc., of St. Louis)
 Missouri, relative to providing additional)
 Engineering services under the Water)
 System Facility Plan Implementation)
 Project, Phase 2)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to approve an increase in expenditure, in the amount of \$30,600.00, under Amendment 8 to Task Order Authorization No. 19-04, to Horner & Shifrin, Inc., of St. Louis, Missouri, relative to providing additional engineering services under the Water System Facility Plan Implementation Project, Phase 2. Ayes-7; Nays-0; Absent-1.

Ordinance No. 24-89 Re: To Approve)
 A Memorandum of Understanding with)
 Midwest Sterilization Corporation, of)
 Jackson, Missouri, relative to primary)
 Electric service rates)

The matter of approving a Memorandum of Understanding with Midwest Sterilization Corporation, of Jackson, Missouri, relative to primary electric service rates for its facility located at 1204 Lenco Avenue, came on for consideration. Alderman Reiminger introduced Bill No. 24-89, being for an ordinance entitled as follows:

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 MIDWEST STERILIZATION CORPORATION, RELATIVE TO PRIMARY ELECTRIC SERVICE RATES; 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 Stroder, Bill No. 24-89 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 24-89 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. 24-89 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderwoman Williams-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Fraley-absent; and Alderman Stroder-aye.

BILL NO. 24-89

ORDINANCE NO. 24-89

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 MIDWEST



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STERILIZATION CORPORATION, RELATIVE TO PRIMARY ELECTRIC SERVICE RATES; 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 **Midwest Sterilization Corporation, of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said 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: October 21, 2024.

SECOND READING: October 21, 2024.

PASSED AND APPROVED this 21st day of October, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.



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MINUTES

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Motion to Approve Change Order No. 1)
 To Apex Paving Company dba ASA)
 Asphalt, of Cape Girardeau, Missouri,)
 Relative to the 2024 Asphalt Pavement)
 Improvement Program)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve Change Order No. 1, in the amount of \$46,975.24, to Apex Paving Company dba ASA Asphalt, of Cape Girardeau, Missouri, relative to the 2024 Asphalt Pavement Improvement Program. Ayes-7; Nays-0; Absent-1.

Motion to Rescind Amended Resolution)
 No. 2024-05, passed on September 23,)
 2024, and reverting back to the original)
 Location for the sign at the Old City)
 Cemetery, as passed on April 15, 2024,)
 By Resolution No. 2024-04)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to rescind Amended Resolution No. 2024-05, passed on September 23, 2024, and reverting back to the original location for the sign at the Old City Cemetery, as passed on April 15, 2024, by Resolution No. 2024-04. Ayes-7; Nays-0; Absent-1.

Motion to Reject the bid received on)
 October 8, 2024, relative to the Street)
 Hockey Rink Concrete Pad Project, for)
 The reason that it exceeded the City's)
 Budgeted estimate)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to reject the bid received on October 8, 2024, relative to the Street Hockey Rink Concrete Pad Project, for the reason that it exceeded the City's budgeted estimate. Ayes-7; Nays-0; Absent-1.

Motion to Accept the bid of Rainbow)
 Fireworks, Inc., of Inman, Kansas,)
 Relative to the Independence Day)
 Fireworks Display Program)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept the bid of Rainbow Fireworks, Inc., of Inman, Kansas, in the amount of \$14,500.00, relative to the Independence Day Fireworks Display Program. Ayes-7; Nays-0; Absent-1.

Ordinance No. 24-90 Re: To Authorize a)
 Contractual Agreement with Rainbow)
 Fireworks, Inc., of Inman, Kansas,)
 Relative to the Independence Day)



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Fireworks Display Program)

The matter of authorizing a contractual agreement with Rainbow Fireworks, Inc., of Inman, Kansas, relative to the Independence Day Fireworks Display Program, came on for consideration. Alderwoman Liley introduced Bill No. 24-90, 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 RAINBOW FIREWORKS, INC., OF INMAN, KANSAS, RELATIVE TO THE INDEPENDENCE DAY FIREWORKS DISPLAY PROGRAM; 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 Stroder, Bill No. 24-90 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 Stroder, Bill No. 24-90 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. 24-90 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Stroder-aye; Alderman Hitt-aye; Alderman Fraley-absent; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderwoman Williams-aye; and Alderwoman Liley-aye.

BILL NO. 24-90

ORDINANCE NO. 24-90

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND RAINBOW FIREWORKS, INC., OF INMAN, KANSAS, RELATIVE TO THE INDEPENDENCE DAY FIREWORKS DISPLAY 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 **Rainbow Fireworks, Inc., of Inman, 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 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: October 21, 2024.

SECOND READING: October 21, 2024.

PASSED AND APPROVED this 21st day of October, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Motion to Accept the bid of Byrne &)
 Jones Construction, of St. Louis,)
 Missouri, relative to the Lower Tennis)
 Court Repair and Resurfacing Project)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept the bid of Byrne & Jones Construction, of St. Louis, Missouri, in the amount of \$36,957.00, relative to the Lower Tennis Court Repair and Resurfacing Project. Ayes-7; Nays-0; Absent-1.

Ordinance No. 24-91 Re: To Authorize a)
 Contractual agreement Byrne & Jones)
 Construction, of St. Louis, Missouri,)
 Relative to the Lower Tennis Court)
 Repair and Resurfacing Project)

The matter of authorizing a contractual agreement with Byrne & Jones Construction, of St. Louis, Missouri, relative to the Lower Tennis Court Repair and Resurfacing Project, came on for



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consideration. Alderwoman Liley introduced Bill No. 24-91, 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 *BYRNE & JONES CONSTRUCTION, OF ST. LOUIS, MISSOURI*, RELATIVE TO *THE LOWER TENNIS COURT REPAIR & RESURFACING 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. 24-91 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. 24-91 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. 24-91 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Hitt-aye; Alderman Fraley-absent; Alderman Reiminger-aye; Alderman Stroder-aye; and Alderwoman Williams-aye.

BILL NO. 24-91

ORDINANCE NO. 24-91

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *BYRNE & JONES CONSTRUCTION, OF ST. LOUIS, MISSOURI*, RELATIVE TO *THE LOWER TENNIS COURT REPAIR & RESURFACING 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 **Byrne & Jones Construction, of St. Louis, 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.



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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 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: October 21, 2024.

SECOND READING: October 21, 2024.

PASSED AND APPROVED this 21st day of October, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Motion to Lay on the Table a motion)
 Accepting the bid of Heartland)
 Coca-Cola Bottling Company, LLC, of)
 Jackson, Missouri, relative to the Soccer)
 Park Vending Services Program)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to lay on the table a motion to accept the bid of Heartland Coca-Cola Bottling Company, LLC, of Jackson, Missouri, for 20% of the total quarterly profits, relative to the Soccer Park Vending Services Program. Ayes-7; Nays-0; Absent-1.

Ordinance No. 24-92 Re: To Approve)
 An Independent Contractor Agreement)
 For temporary sports officials, and)
 Authorizing city staff to execute separate)
 Agreements as necessary)

The matter of approving and Independent Contractor Agreement for temporary sports officials, and authorizing city staff to execute separate agreements as necessary, came on for consideration. Alderwoman Liley introduced Bill No. 24-92, being for an ordinance entitled as follows:



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AN ORDINANCE APPROVING THE CITY STAFF OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND TEMPORARY OFFICIALS, RELATIVE TO YOUTH SPORTS, AND AUTHORIZING THE CITY STAFF TO EXECUTE SEPARATE AGREEMENTS AS NECESSARY.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-92 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. 24-92 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. 24-92 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderman Hitt-aye; Alderman Fraley-absent; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; and Alderwoman Young-aye.

BILL NO. 24-92

ORDINANCE NO. 24-92

AN ORDINANCE APPROVING THE CITY STAFF OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND TEMPORARY OFFICIALS, RELATIVE TO YOUTH SPORTS, AND AUTHORIZING THE CITY STAFF TO EXECUTE SEPARATE AGREEMENTS AS NECESSARY.

WHEREAS, the Mayor and Board of Aldermen have been presented an 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 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 **Temporary Officials for Youth Sports**. 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 City Staff is hereby authorized and directed to execute said agreement as necessary for and on behalf of the City of Jackson, Missouri.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such



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

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

FIRST READING: October 21, 2024.

SECOND READING: October 21, 2024.

PASSED AND APPROVED this 21st day of October, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 24-93 Re: To Approve an)
 Addendum to a Memorandum of)
 Understanding with Uptown Jackson)
 Revitalization Organization, relative to)
 Wayfinding directional signs)

The matter of approving an addendum to a Memorandum of Understanding with Uptown Jackson Revitalization Organization, relative to wayfinding directional signs, came on for consideration. Alderwoman Liley introduced Bill No. 24-93, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ADDENDUM TO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND UPTOWN JACKSON REVITALIZATION ORGANIZATION INC., RELATIVE TO WAYFINDING DIRECTIONAL SIGNS; 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 Alderwoman Young, Bill No. 24-93 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. 24-93 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. 24-93 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Stroder-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Fraley-absent; Alderman Hitt-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; and Alderwoman Williams-aye.

BILL NO. 24-93

ORDINANCE NO. 24-93



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AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ADDENDUM TO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND UPTOWN JACKSON REVITALIZATION ORGANIZATION INC., RELATIVE TO WAYFINDING DIRECTIONAL SIGNS; 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 memorandum of understanding, 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 the 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.

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: October 21, 2024.

SECOND READING: October 21, 2024.



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PASSED AND APPROVED this 21st day of October, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST: By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 24-94 Re: To Approve)
 Text amendments to Chapter 65)
 (Zoning) of the Code of Ordinances,)
 Relative to applications for voluntary)
 Annexation with zoning)

The matter of approving text amendments to Chapter 65 (Zoning) of the Code of Ordinances, relative to applications for voluntary annexation with zoning, came on for consideration. Alderwoman Liley introduced Bill No. 24-94, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES
 OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO ANNEXATION; AND
 REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-94 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. 24-94 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. 24-94 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Stroder-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Fraley-absent; Alderman Hitt-aye; Alderman Seabaugh-aye; and Alderwoman Williams-aye.

BILL NO. 24-94

ORDINANCE NO. 24-94

**AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES
 OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO ANNEXATION; AND
 REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

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

Section 1. That Chapter 65, Article I, Section 65-3, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

"Sec. 65-3. – District boundaries and general regulations.



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(4) All parcels or portions of parcels that may hereafter be annexed to the City of Jackson will have zoning determined pursuant to the procedures set forth in Section 58-12 of the Code of Ordinance.”

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

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

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

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

FIRST READING: October 21, 2024.

SECOND READING: October 21, 2024.

PASSED AND APPROVED this 21st day of October, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Ordinance No. 24-95 Re: To Approve)
 Text amendments to Chapter 58)
 (Annexation) of the Code of Ordinances,)
 Relative to applications for voluntary)
 Annexation with zoning)

The matter of approving text amendments to Chapter 58 (Annexation) of the Code of Ordinances, relative to applications for voluntary annexation with zoning, came on for consideration. Alderwoman Liley introduced Bill No. 24-95, being for an ordinance entitled as follows:



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**AN ORDINANCE AMENDING CHAPTER 58 OF THE CODE OF ORDINANCES
 OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO ANNEXATION; AND
 REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-95 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. 24-95 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. 24-95 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderwoman Young-aye; Alderman Stroder-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Fraley-absent; Alderman Seabaugh-aye; and Alderwoman Williams-aye.

BILL NO. 24-95

ORDINANCE NO. 24-95

**AN ORDINANCE AMENDING CHAPTER 58 OF THE CODE OF ORDINANCES
 OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO ANNEXATION; AND
 REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

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

Section 1. That Chapter 58, Section 58-12, of the Code of Ordinances of the City of Jackson, Missouri, is hereby added to read as follows:

“Sec. 58-12. Voluntary annexation of property that is not part of an existing platted development.

- (1) The board of aldermen may annex unincorporated areas which are contiguous and compact to the existing corporate limits of the city pursuant to this section. The term **“contiguous and compact”** is defined in section 71.012 of the Revised Statutes of Missouri.
- (2) When a notarized petition, requesting voluntary annexation with zoning is filed with the City Clerk and signed by the owners of all fee interests of record in all tracts of real property located within the area proposed to be annexed, the board of aldermen shall hold a public hearing concerning the matter not less than fifteen (15) nor more than sixty (60) days after the petition is received, and the hearing shall be held not less than seven (7) days after notice of the hearing is published in a newspaper of general circulation located within the city.



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- (3) The city shall provide, at least fifteen (15) days before the public hearing, written notice to all property owners within one hundred and eighty-five (185) feet of the proposed voluntary annexation with zoning of the date, time and location for the public hearing.
- (4) At the public hearing any interested person, corporation or political subdivision may present evidence regarding the proposed voluntary annexation with zoning classification. If, after holding the hearing, the board of aldermen determines that the voluntary annexation with zoning classification is reasonable and necessary to the proper development of the city and the city has the ability to furnish normal municipal services to the area to be annexed within a reasonable time, it may, subject to the provisions of subdivision (6) of this subsection, annex and zone the territory by ordinance without further action.
- (5) If a written objection to the proposed annexation is filed with the City Clerk of the city not later than fourteen (14) days after the public hearing and signed by at least five (5) percent of the qualified voters of the city or two (2) qualified voters of the area sought to be annexed if the same contains two (2) qualified voters, the provisions of section 71.015 of the Revised Statutes of Missouri, shall be followed.
- (6) If a written objection to the proposed zoning is filed with the City Clerk prior to the public hearing and duly signed and acknowledged by the owners of thirty (30) percent or more, either of the areas of the land (exclusive of streets and alleys) included in the area proposed to be annexed or within an area determined by lines drawn parallel to and one hundred eighty-five (185) feet distant from the area proposed to be annexed, such zoning shall not become effective except by the favorable vote of two-thirds (2/3) of all members of the board of aldermen.
- (7) If no objection or protest is filed to the proposed annexation with zoning, the city shall extend its limits by ordinance to include such territory, specifying with accuracy the new boundary lines to which the city's limits are extended. Upon duly enacting such annexation ordinance, the city shall cause three (3) certified copies of the same to be filed with the assessor and clerk of Cape Girardeau County, whereupon the annexation shall be complete and final and



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thereafter all courts of this state shall take judicial notice of the limits of the city, as so extended.

- (8) Any action of any kind seeking to deannex from the city any area annexed under this section, or seeking in any way to reverse, invalidate, set aside, or otherwise challenge such annexation shall be brought within five (5) years of the date of adoption of the annexation ordinance.”

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

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

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

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

FIRST READING: October 21, 2024.

SECOND READING: October 21, 2024

PASSED AND APPROVED this 21st day of October, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Motion to Adjourn the Meeting)

Meeting concluded at 6:32 P.M., on a motion made by Alderwoman Liley, seconded by Alderman Reiminger, to adjourn the meeting. Ayes-7; Nays-0; Absent-1.



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ATTEST:

Mayor

City Clerk

MEMO



TO: Mayor and members of the Board of Aldermen
FROM: Liza Walker, Assistant City Administrator
DATE: October 30, 2024
SUBJECT: Statement of Work Q-83243-1 to Civic Plus, LLC, of
Manhattan, Kansas, relative to providing services in 2025
under the Website Hosting Services Project.

Statement of Work Q-84243-1 relates to CivicEngage, the program that hosts the City website.

CivicPlus is requesting an increase to their agreement from the current contract amount of \$9,282.92 to \$11,510.84 for 2025. No changes to the Master Service agreement are proposed.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Customer:

Q-83243-1
8/23/2024 10:48 AM
JACKSON CITY,
MISSOURI

QTY	Product Name	DESCRIPTION
3.00	Premium Department Header Annual Fee - CivicEngage Renewal	Premium Department Header Annual Fee
1.00	DNS and Domain Hosting Annual Fee (http://URL) - Renewal	DNS and Domain Hosting Annual Fee (http://www.jacksonmo.org/)
1.00	48 Month Redesign Premium Annual - CivicEngage Central Renewal	48 month Redesign Premium Annual - CivicEngage Central
1.00	Annual - CivicEngage Central Renewal	Annual - CivicEngage Central
2.00	SSL Management – CP Provided Only Renewal	SSL Management # CP Provided Only 1 per domain (Annually Renews)
1.00	Hosting & Security Annual Fee - CivicEngage Central Renewal	Hosting & Security Annual Fee - CivicEngage Central
1.00	SSL Management – CP Provided Only Renewal	SSL Management # CP Provided Only 1 per domain (Annually Renews)
Annual Recurring Services - Initial Term		USD 11,510.84
Annual Recurring Services - (Subject to Uplift)		USD 11,510.84

1. This renewal Statement of Work ("SOW") is between City of Jackson, MO ("Customer") and CivicPlus, LLC and shall be subject to the terms and conditions of the Master Services Agreement ("MSA") and the applicable Solutions and Products terms found at: www.civicplus.help/hc/p/legal-stuff (collectively, the "Terms and Conditions"). By signing this SOW, Customer expressly agrees to the Terms and Conditions throughout the Term of this SOW. The Terms and Conditions form the entire agreement between Customer and CivicPlus (collectively, referred to as the "Agreement"). The Parties agree the Agreement shall supersede and replace all prior agreements between the Parties with respect to the services provided by CivicPlus herein (the "Services").

2. This SOW shall remain in effect for an initial term starting at the Customer's next renewal date of 12/20/2024 and running for twelve months ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for additional 1-year renewal terms ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".

3. Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to an annual increase of 5% each Renewal Term.

Acceptance

Item 5.

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW. For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Printed Name:

Printed Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

9/10/2024



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: October 28, 2024

RE: ALDI Water Line Easement and Oversizing Reimbursement

Attached is the water line easement deed from ALDI for the Water System Facility Plan Implementation Project, Phase 2, Project 2E (East Jackson Boulevard Water Main Upgrade).

ALDI's building construction plan included relocation of the water main so at that time they agreed to upgrade the size of the main and relocate it in accordance with our water main upgrade project plans. In return, their new parking lot will not have to be torn up by construction during that project. For the size upgrade, we now owe them the difference in material costs between the 8" main they would have relocated to the 10" main they installed. That difference was calculated by our Water Department as \$5,868.00, a figure that was agreeable to ALDI. A motion to reimburse them that amount will be needed.

As always, if you have questions, please contact me at jsanders@jacksonmo.org or 573-243-2300 x 2038.

*Deed of Dedication – Water Line Easement
Water System Facility Plan Implementation Project – Phase 2, Project 2E*

BILL NO. 24-__

ORDINANCE NO. 24-__

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK
TO ATTEST TO THE CITY’S ACCEPTANCE OF CERTAIN PROPERTY
DEEDED TO THE CITY, WHICH SAID PROPERTY IS PARTICULARLY
SET FORTH IN THE ATTACHED WATER LINE EASEMENT DEED.**

WHEREAS, **Aldi Inc.**, of the County of Kane, State of Illinois, deeded to the City of Jackson, Missouri, the property described in the Water Line Easement Deed, attached hereto.

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 Deed which is attached hereto, subject to all of the terms and conditions therein expressed.

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 Deed.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said Deed 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: November 4, 2024.

SECOND READING: November 4, 2024.

PASSED AND APPROVED this 4th day of November, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

TITLE OF DOCUMENT:	WATER LINE EASEMENT DEED
DATE OF DOCUMENT:	October __, 2024
GRANTOR:	ALDI INC.
GRANTORS MAILING ADDRESS:	475 PEARL DRIVE ST. PETERS, MISSOURI 63376
GRANTORS DEED RECORDING:	DOCUMENT #2022-04793
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	2502 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 2 & 3 OF DEED

WATER LINE EASEMENT DEED

THIS DEED (the "Agreement"), made and entered into this _____ day of October, 2024, by and between **ALDI INC.**, an Illinois corporation, (the "Grantor"), and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri (the "Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **GRANT** unto the said Grantee, a non-exclusive, perpetual easement (the "Easement") for the following purposes:

To construct, maintain, repair, replace, and operate a water line and necessary appurtenances thereto, over, upon, across, under, in and through the following described real estate, which is also generally depicted on Exhibit A, attached hereto and made a part hereof, situated in the City of Jackson, County of Cape Girardeau, and State of Missouri, to-wit (the "Easement Area"):

Permanent Easement:

THAT PART OF U.S.P.S. NO. 782, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 2 OF TURNER SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2016-14480 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 361.42 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2022-04793 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 24°58'23" EAST ALONG THE WEST LINE OF SAID TRACT, 17.60 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°00'19" EAST 183.02 FEET; THENCE NORTH 30°59'41" EAST 16.86 FEET; THENCE SOUTH 59°00'19" EAST 10.00 FEET; THENCE SOUTH 30°59'41" WEST 16.79 FEET; THENCE SOUTH 63°49'53" EAST 48.16 FEET; THENCE SOUTH 61°41'17" EAST 90.08 FEET; THENCE SOUTH 59°20'20" EAST 21.42 FEET TO A POINT ON THE EAST LINE OF SAID TRACT; THENCE SOUTH 08°19'31" WEST, ALONG SAID EAST LINE, 28.13 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 7,300 SQUARE FEET.

TO HAVE AND TO HOLD the said **EASEMENT**, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs and assigns forever.

IN CONSIDERATION OF THE FOREGOING, the parties mutually agree as follows:

1. The Grantee agrees that the use hereby granted shall be limited exclusively to water utility facilities and uses incidental thereto. Grantee shall maintain the public water utility facilities, at its sole cost and expense, in a good, safe, and working condition. Grantee further acknowledges and agrees that Grantee shall not (i) block access or visibility to Grantor's property adjacent to the Easement Area or the signage thereon, (ii) obstruct or interfere with the business operations on Grantor's property, or (iii) store construction vehicles or materials on Grantor's property.

2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all claims and actions at law and in equity which may arise out of, or because of negligence of the Grantee, or its authorized agents, servants, employees, or assigns, in maintaining, repairing, and utilizing the easement granted hereunder.

3. The Grantor hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantor shall not obstruct, or permit to be obstructed, the Easement Area at any time whatsoever without the express prior written consent of the Grantee not to be unreasonably denied, withheld, conditioned, or delayed. Grantee acknowledges and agrees that Grantor's paving, driveways, curbing, or utilities shall not be considered an obstruction hereunder.

4. The Grantor agrees that, subject to the terms and conditions contained in this Agreement, the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owner's interest in the Easement Area shall be protected to the same extent as hereunder.

5. The Grantee agrees to restore the surface of the ground to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable.

[Remainder of page intentionally left blank. Signatures appear on following page.]

IN WITNESS WHEREOF, the said Grantor has executed these presents this 21
day of October, 2024.

GRANTOR:

ALDI INC.,
an Illinois corporation

By: 

Brian McGee, Group Director of Real Estate

(SEAL)

STATE OF Ohio)
) ss.
COUNTY OF Franklin)

On this 21 day of October, 2024, before me personally appeared Brian McGee, to me known to be the persons who executed the within document as Group Director of Real Estate of Aldi Inc., an Illinois corporation and are authorized by said corporation to execute the within document on behalf of said corporation, and acknowledged to me that they executed the same as their free act and deed and as the free act and deed of said corporation for the purposes therein stated.

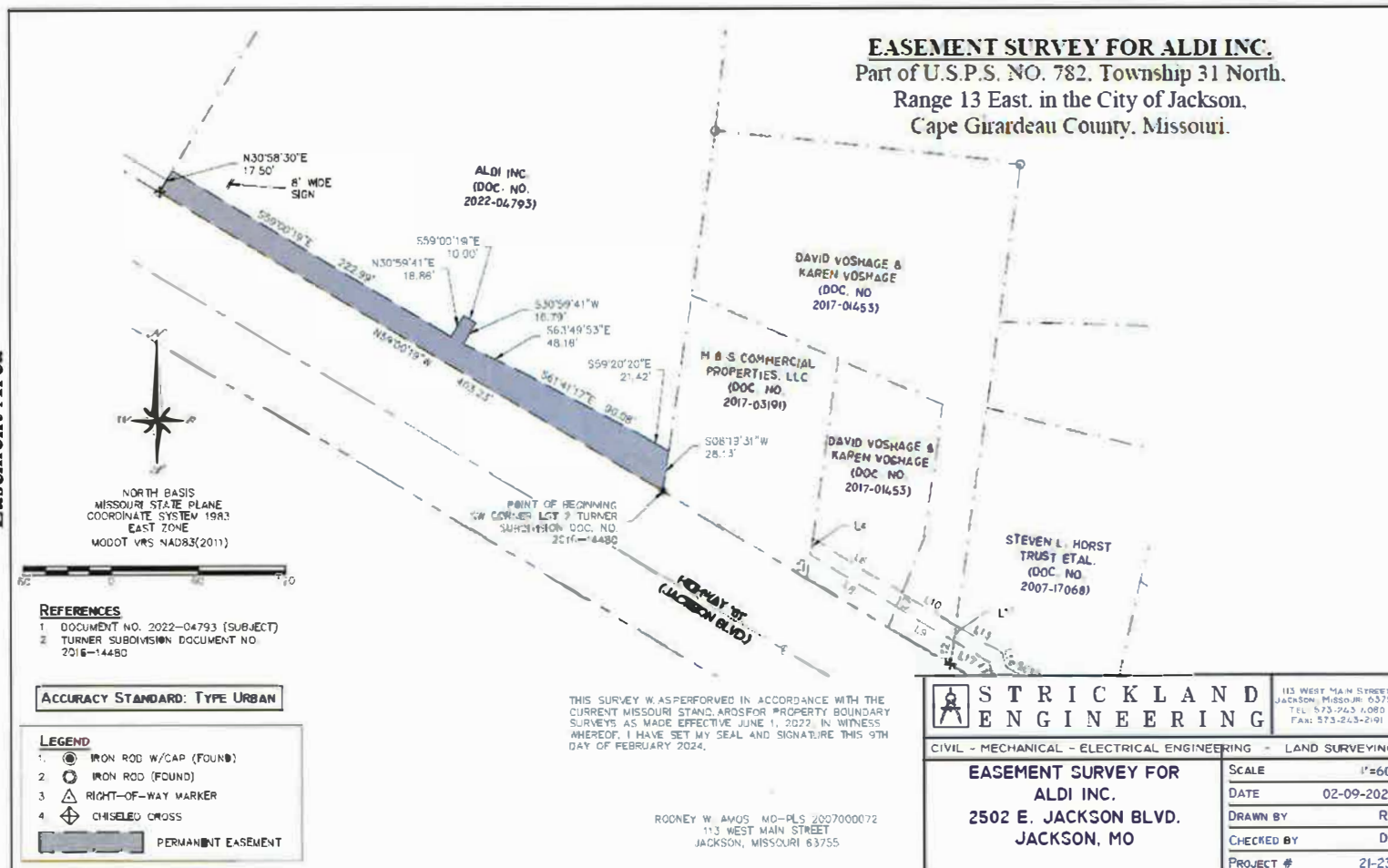
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.



KAITLIN PURVIS
Notary Public
State of Ohio
My Comm. Expires
October 6, 2027

Kaitlin Purvis
Kaitlin Purvis, Notary Public
State of Ohio
County of Franklin
My term expires: 10/06/27

EXHIBIT A
Easement Area



BILL NO. 24-____

ORDINANCE NO. 24-____

AN ORDINANCE AMENDING CHAPTER 53 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO MUNICIPAL COURT; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 53, Section 53-8, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

“Sec. 53-8. Report to Board of Aldermen.

On or before the 15th of each month, the Municipal Division shall submit to the municipality a copy of the monthly case load summary report for the preceding month. The same shall be prepared under oath by the municipal court clerk. This report will be filed with the city clerk, who shall thereafter forward the same to the board of aldermen of the city for examination at its first session thereafter. The municipal court shall, within the ten (10) days after the first of the month, pay to the municipal treasurer the full amount of all fines collected during the preceding months, if they have not previously been paid.”

Section 2. That Chapter 53, Section 53-11, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

“Sec. 53-11. Traffic Violations Bureau.

Should the municipal judge determine that there shall be a traffic violations bureau, the city shall provide all expenses incident to the operation of the same. The municipal court clerk is hereby designated as the traffic violations clerk for such bureau, if established.”

Section 3. That Chapter 53, Section 53-24, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

“Sec. 53-24. Temporary Municipal Judge.

If a municipal judge be absent, sick or disqualified from acting, the mayor may request the presiding judge of the circuit court to designate a special municipal judge or in cases of circumstances making it impossible to reach the presiding judge of the circuit court in a timely manner, the mayor may designate some competent, eligible person to act as municipal judge until the presiding judge of the circuit court can designate a special municipal judge. The board of aldermen shall provide by ordinance for the compensation of any person designated to act as municipal judge under the provisions of this section.”

Section 4. That Chapter 53, Section 53-25, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

“Sec. 53-25. Clerk of municipal court.

The municipal court clerk is hereby designated as the clerk of the municipal court. The duties of such clerk shall be as follows:”

Section 5. That Chapter 53, Section 53-26, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to read as follows:

“Sec. 53-26. Court Cost-Generally.

(3) Domestic violence shelter fund.

c. Costs collected for the aforesaid fund shall be collected by the clerk and disbursed to the city at least monthly.”

Section 6. That Chapter 53, Section 53-27, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **repealed**.

NOTE TO CODIFIER: Please renumber current Sec. 53-28 as Sec. 53-27.

Section 7. That Chapter 53, Section 53-28, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 53-27. Installment payment of fine.

When a fine is assessed for violating an ordinance and the defendant states he or she is unable to pay the amount due, the judge shall inquire as to the defendant’s ability to pay. If the defendant has the ability to pay but is unable to pay when assessed or due, the judge shall establish a payment plan for said defendant. Any payment plan established by the court should state the plans effective date, the minimum payment due, the date the payment is due, the means by which the court shall obtain the defendant’s social security number and the collection procedure the court will utilize if there is a default in payment.”

Section 8. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

Section 9. 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 10. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: November 4, 2024.

SECOND READING: November 4, 2024.

PASSED AND APPROVED this 4th day of November, 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 *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: November 4, 2024.

SECOND READING: November 4, 2024.

PASSED AND APPROVED this 4th day of November, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

City of Jackson

Administrative Services Only HEALTH CARE PROPOSAL

January 1, 2025



**10700 W Research Drive, Suite 120
Milwaukee, WI 53226
Ph 414.475.1601/ 1.800.682.0795 / Fax 414.475.1684
sbellefeuille@auxiant.com / www.Auxiant.com**

Renewal Exhibit for: City of Jackson

Effective 1/1/2025

	<u>Current</u>		<u>Renewal</u>	
Administrative Costs (Fixed)				
Annual Administration Fee		\$750.00		\$750.00
Administration Fee	\$25.25	\$37,269.00	\$25.60	\$37,785.60
UR Fee	\$3.60	\$5,313.60	\$3.60	\$5,313.60
Dental Fee	\$3.05	\$4,501.80	\$3.05	\$4,501.80
PPO Fee - Average	\$8.00	\$11,808.00	\$2.50	\$3,690.00
Monthly Broker Fee	\$32.50	\$47,970.00	\$32.50	\$47,970.00
Focus Health Fee	\$0.00	\$0.00	\$0.00	\$0.00
Network Repricing Fee	\$3.55	\$5,239.80	\$3.55	\$5,239.80
TIC & CAA Interface fee	\$0.85	\$1,254.60	\$0.85	\$1,254.60
Total Fixed Cost		\$114,106.80		\$106,505.40
% Change				-6.66%
Census:				
Employee	65		65	
Employee + Spouse	10		10	
Employee + Child(ren)	34		34	
Family	14		14	
Total	123		123	

See Assumptions for contingencies that apply

Note: PPO fees are for the Current Option: Health Link - \$8.00

Note: PPO fees are: Mercy with First Health Wrap - \$2.50

Maternity Management fee \$133 per hour

PPO & Vendor fees may change based on PPO & Vendor rates

- Medical Admin Fee includes Rx Interface, COBRA, and Auxiant's Aggregate Accommodation Fee. Roundstone's aggregate accommodation fee is listed in their proposal.

- Roundstone handles all the Stop Loss. COBRA Administration is for all benefit lines to include services not administered by Auxiant.

Auxiant will not be responsible for any disclosure issues or problems relating to the stop loss contract if not placed by Auxiant.

By signing below, I acknowledge that I understand the risk and agree to hold Auxiant harmless.

City of Jackson agrees to this renewal for the renewal plan year starting 1/1/2025

and amends Auxiant's Claim Administration Agreement to incorporate the fees illustrated in our renewal.

City of Jackson commits to these rates and fees for the next plan year starting 1/1/2025 (includes all Auxiant fees).

_____ Group Signature _____ Date

_____ Broker/Consultant _____ Date

10/23/2024

Administrative Services Only

AUXIANT ASSUMPTIONS:

1. Roundstone handles all the Stop Loss.
2. **Medical Administration Fee includes: Rx Interface, COBRA, and Auxiant's Aggregate Accommodation. Roundstone's Aggregate Accommodation fee is listed in their proposal.**
3. ***TIC & CAA fee is proposed to offer a software solution to help your plan satisfy the new 1/1/2023 compliance requirement to make available an online shoppable tool to include member, service, and provider specific allowables and cost share estimates to members. This fee is applicable if you choose to implement the Auxiant proposed software solution AND your PPO Network is able to provide a Github compliant JSON machine readable file and an electronic network directory. Additional fees may apply for custom formatting of a non-compliant Github/JSON file.***
4. COBRA Administration is for all benefit lines to include services not administered by Auxiant.
5. Auxiant recommend considering other rental networks in certain states; PPO and UR fees would be priced on a case-by-case basis if not with Cigna PPO/UR.
6. Auxiant will not be responsible for any disclosure issues or problems relating to the stop Loss contract, if not placed by Auxiant. By signing below, I acknowledge that I understand this risk and agree to hold Auxiant harmless.
7. Quote assumes January 1, 2025 effective date.
8. Proposal includes Auxiant's On-Line Enrollment Product for the benefits that Auxiant administers. Additional fees may apply for other products or one and done technology.
9. Auxiant will retain up to 33.33% of all successful subrogation recoveries.
10. All PPO fees and Broker fees would be in addition to all fees quoted in this proposal.
11. ASO quote assumes Stop Loss will be placed with an Auxiant Approved Stop Loss carrier.
12. If a group terminates Auxiant the claim run-out fee would be \$35.00 pepm (in 6-month increments). In addition, Auxiant will charge \$200.00 per report request. The report fees must be paid before reports will be provided.
13. Auxiant requires confirmation of PBM Vendor.
14. Proposal includes claims surveillance technology which seeks to achieve additional cost savings for the plan, along with improved care for the claimant. (Zelis Fee 25% of Savings). Proposal also includes Auxiant Medical Management Non-Network Usual Reasonable Customary Reference Based Pricing (RBP) program. The fee for this service is 18% of savings. These fees may or may not be covered by Stop Loss.
15. Any additional cost control programs outside of Auxiant Medical Management will require review and approval - they may require additional interface fees and additional implementation lead time.
16. Please Note: Auxiant may receive administration fees and/or rebate fees from the Pharmacy Benefits Manager (PBM) to offset costs of integrating the Pharmacy Benefit Management Program with the Health Plan. For this fee, Auxiant provides a variety of services to the Pharmacy Benefit Management Program (which benefits the underlying plan participants), including but not limited to integrating pharmacy information into Stop Loss claims, providing billing and remittance to the PBM, coordinating enrollment and termination information for the PBM, and producing identification cards for the PBM program.

17. Auxiant is an independent third-party administrator and is not owned by, controlled by, or has any financial ownership interest in any Stop Loss insurer or managing general underwriter with which it solicit quotes or places business, nor does it have any tie-in or exclusivity arrangements with any such insurer or entity. Auxiant is not affiliated with the insurer whose contract may be recommended to an Auxiant client.
18. Auxiant attempts to make commercially reasonable efforts to market a client's Stop Loss insurance needs with the widest range of stop loss carriers and managing general underwriters based upon the requirements and covered lives data provided by the client. Auxiant may receive commission overrides from a stop loss carrier based upon the volume of premiums placed by Auxiant with that stop loss carrier over the course of a year. Such overrides are not attributable to any one employer or plan, but are calculated based upon the total premium volume over the course of a year. If Auxiant is not paid these rebate fees, commissions, or overrides, our administrative fees are subject to change upon thirty (30) day notice.

ADDITIONAL ADMINISTRATIVE SERVICES:

- a. Annual 509A (Completion and Filing) - \$550.00
- b. Auxiant Analytics - no fee, through Roundstone.
- c. Claim Run-out Fees - \$35.00 pepm in 6 month increments. In addition, Auxiant will charge \$200.00 per report request. Report fee must be paid before reports will be provided.
- d. Dental Administration - \$3.05 pepm
- e. Disease Management Comprehensive - \$3.60 pepm
- f. Enrollment (Non-Auxiant Vendor) - \$1,500.00 existing vendor / \$3,000.00 new vendor.
- g. Flex Administration - \$5.50 pepm - includes \$1.00 for Debit Card
- h. HRA Administration - \$5.50 pepm - includes \$1.00 for Debit Card
- i. HealthJoy - Standard (Quote through HealthJoy) / TPA+ Option 1 \$10.00 pepm / TPA+ Option 2 \$12.00 pepm
- j. Large Case Management - \$133.00 per hour
- k. Maternity Management - \$133.00 per hour
- l. Medical Necessity Review - \$247.00 per case
- m. Nurse Care Line 24/7/365 - \$0.60 pepm
- n. Outpatient Surgery / Outpatient Diagnostic Services / Outpatient Continuing Care Services / Outpatient Psychiatric and Substance Abuse - \$0.63 pepm per service.
- o. Outpatient Option 1 (Based on use of American Health's recommended precertification list) Surgery / Diagnostic Services / Continuing Care Services - \$1.16 pepm; Mental Health/Substance Use Disorder - \$0.42 pepm.
- p. Outpatient Option 2 (Based on use of American Health's recommended precertification list) Surgery / Diagnostic Services / Continuing Care Services / Psychiatric and Substance Abuse - \$0.42 pepm per service
- q. PACE - \$2.00 pepm (PHIA \$1.00 - Auxiant \$1.00)
- r. Physician Evaluations/Recommendations - \$239.00 per case
- s. Plan Amendments - \$200.00 / Plan Document Rewrite - \$750.00
- t. Plan Document Review costs - \$150.00 per hour with a 3.5 hour minimum charge (if you elect a third party vendor or broker to write your document)
- u. PPO Networks (more than three) - \$0.50 per additional network
- v. Preparation of IRS Form 5500 (ERISA plans) - \$750.00
- w. Short Term Disability Administration - \$1.60 pepm
- x. Special Statistical Reports - Actual expenses incurred, plus fifteen percent (15%)
- y. Teladoc - \$3.30 pepm fully-capitated / \$1.60 pepm + \$58 consult fee partially-capitated
- z. Vision Administration - \$0.65 pepm

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 *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: November 4, 2024.

SECOND READING: November 4, 2024.

PASSED AND APPROVED this 4th day of November, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



Group Medical Captive Renewal Proposal

Employer: City of Jackson

Advisor: The Meyer Group, Inc. St. Louis MO

Proposal #: 75970

Coverage Period: 1/1/25 - 12/31/25

Regional Practice Leader: Robert Pace

Claims Administrator: Auxiant

Network/PBM: Mercy Direct/First Health/Express Scripts

Client Manager: Jennifer Trudel

Underwriter: Calli Gasparro

Specific Deductible: \$150,000



Current Snapshot

Roundstone values transparency — a merit often missing in our modern healthcare system. Our program allows you to see exactly how and where your health insurance dollars are being spent. We believe insight into your health benefits program offers your business greater control, helps improve your employees' well-being, and allows you to budget and plan accordingly for the years ahead.

CENSUS

120 ENROLLED EMPLOYEES

Down 2 employees from prior year.

EMPLOYEE AGE

43 YEARS OLD ON AVERAGE

No change from prior year.

MALE/FEMALE MIX

 = **98** MEN (Down 3 from prior year)

 = **22** WOMEN (Up 1 from prior year)

TIER COUNT

Tier Type	2025	2024
Employee	63	67
Employee + Spouse	8	9
Employee + Child	35	32
Employee + Family	14	14

TOTAL CLAIMS PAID

\$605,225
THRU 8/31/2024

YOUR CLAIMS ACCOUNT (thru 8/31/2024)

Running Well
(0% to 79%)

Running Normal
(80% to 94%)

Running Hot
(95%+)

You are currently "running well" paying out 71% of your annual projected claims.

MEDICAL vs. Rx SPEND (thru 8/31/2024)

 = **45%** (\$273,029)

 = **55%** (\$332,197) - The ratio of your RX spend is above the national avg.

PROJECTED SAVINGS* (since group inception)

\$2,422,889

*Data pulled from 20/20 report.



January Insight Pool: Current Snapshot

When you implemented your health insurance plan, you became a part of something big. You and your fellow Roundstone captive participants have banded together to take control of your healthcare costs - and it shows! Current captive participants in the Insight pool have **saved over \$32.6M since joining Roundstone**. You're in good company in the Insight pool with other mid-market employers like you — learn more below.

NUMBER OF EMPLOYERS IN POOL

565

TOTAL EMPLOYER GROUPS

INDUSTRY SUMMARY

Public • Private • Non-profit

insurance real estate
wholesale & retail
services
manufacturing finance

NUMBER OF LIVES IN POOL

118,170

TOTAL MEMBERS

POOL TESTIMONIALS

"Over the last five years, we've come up with some substantial savings by virtue of being self-insured. Our savings? \$329,905."

Chief Executive Officer
Manufacturing

"We decided to switch in an effort to reduce costs while maintaining benefits plan quality for employees. We've saved almost \$3M in just 5 years. The way I look at it, every fifth year, I get a free year of insurance."

VP of Human Resources
Manufacturing

PREVIOUS YEAR'S DISTRIBUTIONS

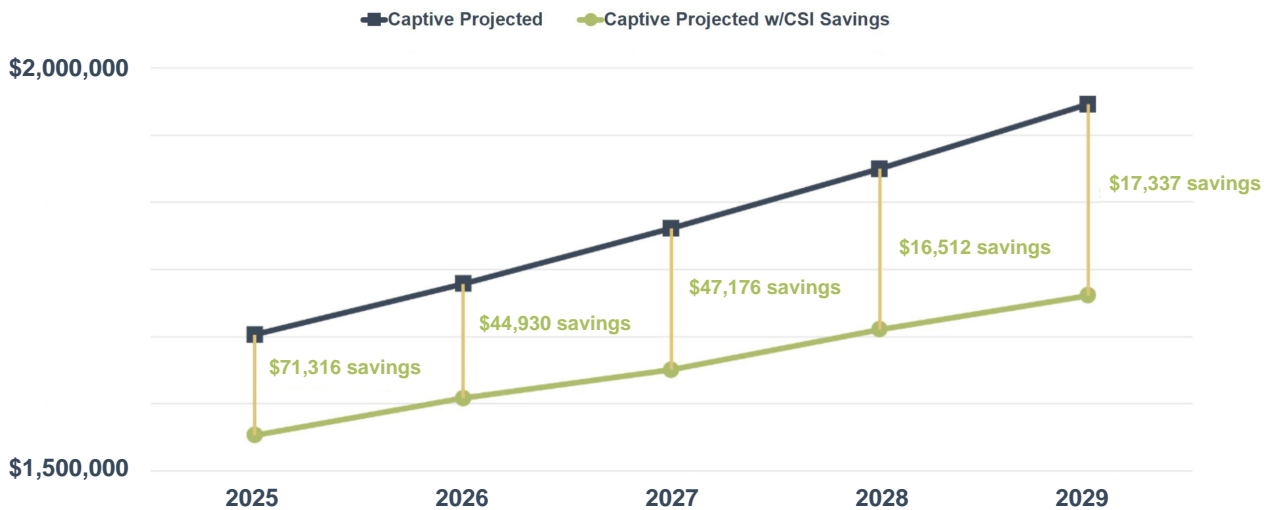
\$10.50M

PREMIUM RETURNED TO POOL PARTICIPANTS



Long-Term Savings through Cost Containment

You care about achieving long-term savings for your company and your employees, which is why you've made a sound decision by choosing captive insurance funding. To realize even greater savings opportunities and plan control, consider implementing low-cost, high-return cost containment solutions. Below is a projection of your health insurance costs after applying Roundstone's recommended cost containment strategies.



The CSI Team Delivers Cost Containment Solutions

Roundstone's CSI Team is made up of registered nurses, cost containment specialists, client managers, and the underwriting team - all available to help you translate your data into actionable insights.

CSI Dashboard Features:

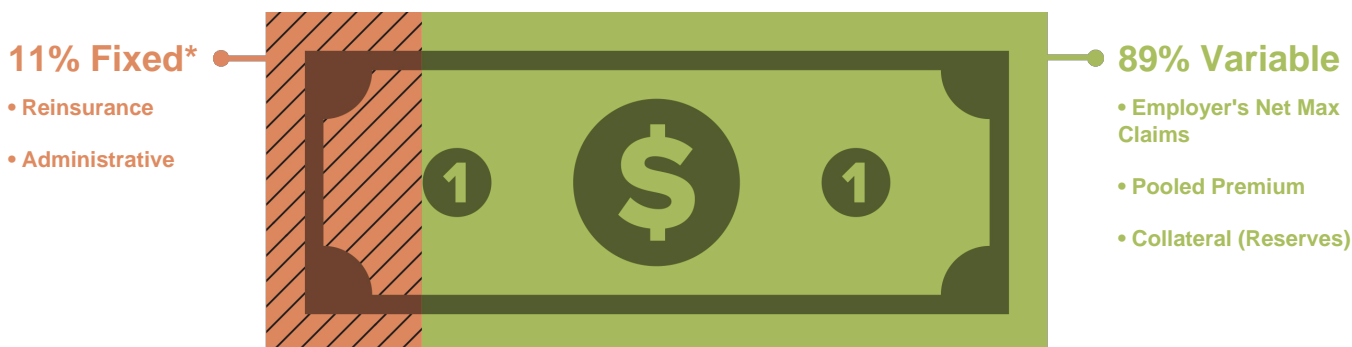
- **Automated Monthly Reporting:** Reports detailed by service type, claim category & condition.
- **Benchmarking:** Compare your claims spending to national benchmarks for performance assessment.
- **HIPAA-Compliant:** Individual employee claims remain anonymous.





Long-Term Savings with Variable Costs

One strength the group medical captive program delivers is enhanced variable cost funding. This allows for a greater return on savings over the long-term. All unused funds in the employer claims account are retained by the employer. Unused funds in the entire risk-sharing pool are also returned to each participating employer on a pro rata basis. The remaining 11% costs are fixed — a stark contrast from 100% fixed costs with traditional health insurance companies.



**In traditional, fully insured health insurance programs, all fees are 100% fixed with zero chance to recoup unused funds.*

Fixed vs. Variable Costs

Fixed Costs	Projected	Maximum	% of Maximum
Reinsurance	\$129,406	\$129,406	6%
Administrative	\$98,784	\$98,784	5%
TOTAL FIXED	\$228,190	\$228,190	11%

Variable Costs	Projected	Maximum	% of Maximum
Employer Claims	\$1,245,093	\$1,556,366	78%
Pooled Premium	\$189,325	\$209,714	11%
Renewal Collateral	\$0	\$0	0%
TOTAL VARIABLE	\$1,434,418	\$1,766,080	89%
TOTAL COSTS*	\$1,662,608	\$1,994,270	100%

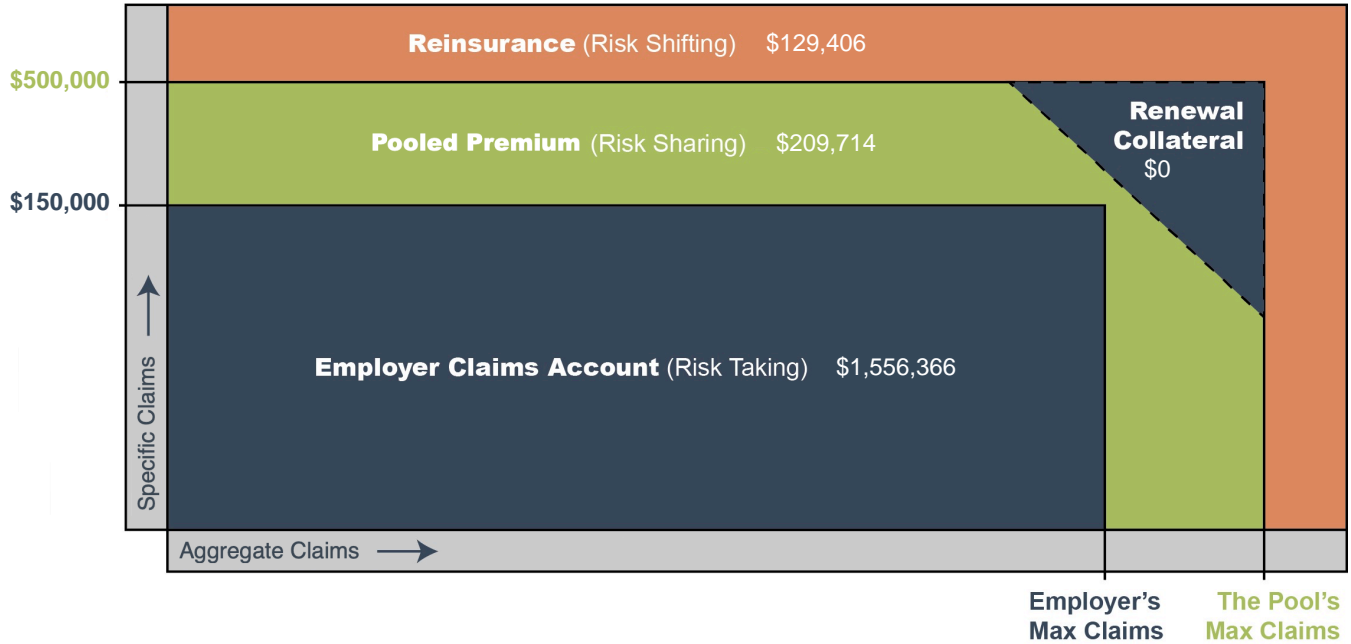
**Over the past 10 years, less than 1% of our groups have hit the maximum.*

**Max Cost includes all premiums, aggregate attachment point, admin fees, and collateral. An employer's cost may temporarily exceed this maximum cost until all reimbursements have been made.*



Long-Term Volatility Protection

The risk allocation chart is an illustration of the claim layers. Moderate sized claims are absorbed in the pooled premium layer. This means that you don't have to stand alone when it comes to less frequent but costly claims.



Cost Projection

It is important to focus on your actual costs when managing your health benefit plan for long-term savings. Still, projected costs are necessary for budgeting — see your renewal cost projection below compared to your current.

Annual Cost				
	Current Rates	Renewal Rates	Change from Current	
Projected Cost	\$1,638,953	\$1,662,608	1.4%	\$23,656
Administrative	\$106,200	\$98,784	-7.0%	\$-7,416
Specific Premium	\$273,096	\$273,139	0.0%	\$43
Aggregate Premium	\$64,411	\$65,981	2.4%	\$1,570
Max Employer Claims	\$1,519,402	\$1,556,366	2.4%	\$36,965
		Savings	Comparison To Renewal Max	
20/20 Savings Since Inception	\$2,422,889		21.5%*	

*This percentage is in comparison to the maximum renewal cost.



Detailed Plan Costs

Specific Deductible		\$150,000	\$150,000	\$150,000
Specific/Individual Coverage	Enrollment	Contract	Annualized	PEPM
Specific Contract Premium	120	\$273,139	\$273,139	\$189.68
Renewal Collateral (Reserves)		\$0	\$0	\$0.00
Aggregate Coverage	Enrollment	Contract	Annualized	PEPM
Aggregate Contract Premium	120	\$65,981	\$65,981	\$45.82
Max Employer Claims	120	\$1,556,366	\$1,556,366	\$1,080.81
Plan Costs	Enrollment	Contract	Annualized	PEPM
Estimated TPA Fees	120	\$51,984	\$51,984	\$36.10
Consultant Fee	120	\$46,800	\$46,800	\$32.50

Certain non-stop loss related costs are estimated based on the data provided. Employer's TPA or consultant can confirm or update these costs.

Summary	Contract	Annual
Stop Loss Premium	\$339,120	\$339,120
Employer's Net Max Claims	\$1,556,366	\$1,556,366
Plan Costs	\$98,784	\$98,784
Maximum Cost	\$1,994,270	\$1,994,270
PROJECTED COST	\$1,662,608	\$1,662,608
PROJECTED PEPM	\$1,154.59	\$1,154.59



Plan Design

Specific Deductible \$150,000

These Illustrative Rates are for budgeting purposes only. These Premium Equivalent rates are comprised of estimated claims, administrative cost, and broker compensation and will never appear as bundled rates on an invoice.

	POS		HSA	
	In Network	Out of Network	In Network	Out of Network
Deductible	\$1,000	\$6,000	\$1,650	\$6,600
Coinsurance	70%	50%	80%	60%
Out-of-Pocket Max	\$4,000	\$15,000	\$4,000	\$15,000
Drug				
Generic	10		SAAO	
Formulary	35		SAAO	
Non-Formulary	60		SAAO	

*SAAO = Same As Any Other

Optional Tiered Breakdown

Current Enrollment	POS	HSA
Single	46	17
Employee + Spouse	6	2
Employee + Child	23	12
Employee + Family	4	10
TOTAL ENROLLMENT = 120		
Projected Annual Costs	POS	HSA
Single	\$742.75	\$725.05
Employee + Spouse	\$1,559.78	\$1,522.61
Employee + Child	\$1,411.23	\$1,377.60
Employee + Family	\$2,228.26	\$2,175.16
TOTAL PROJECTED ANNUAL COSTS = \$1,662,608		
Midpoint (between Projected and Maximum)	POS	HSA
Single	\$816.84	\$797.37
Employee + Spouse	\$1,715.36	\$1,674.48
Employee + Child	\$1,551.99	\$1,515.00
Employee + Family	\$2,450.51	\$2,392.11
MIDPOINT = \$1,828,439		
Maximum Annual Costs	POS	HSA
Single	\$890.92	\$869.69
Employee + Spouse	\$1,870.93	\$1,826.34
Employee + Child	\$1,692.75	\$1,652.41
Employee + Family	\$2,672.76	\$2,609.06
TOTAL MAXIMUM ANNUAL COSTS = \$1,994,270		

*Collateral is not included



Terminal Liability Options

If indicated below, this offer includes Specific and Aggregate Terminal Liability Options, subject to the terms and conditions set forth in the stop loss contract. These options provide run-out coverage for covered expenses incurred prior to the stop loss contract termination date and paid within 90 days after the termination date. These options are void under early termination or moving to another self-funded arrangement. Option election must occur at least 60 days prior to the end of the contract period.

Specific Terminal Liability Option:

Provides 90 days of run-out on Specific Stop Loss Coverage. In consideration for the Specific Terminal Liability Option, the group will be required to pay additional specific premium of \$35,355 (\$150,000 specific deductible) upon option election, in accordance with the terms of the Policy.

Aggregate Terminal Liability Option:

Provides 90 days of run-out on Aggregate Stop Loss Coverage. Aggregate factors for the run-out period will be the quoted aggregate factors multiplied by a completion factor of 1.25 retroactive to the effective date. In consideration for the Aggregate Terminal Liability Option, the group will be required to pay additional aggregate premium of \$5,000.

Proposal Qualifications, Assumptions & Conditions

The issue date of this proposal is 1/1/25 and will be valid through 12/31/25.

Contract basis for aggregate and specific 24/12.

Lines of coverage for aggregate Medical, RX Card.

This quote uses an aggregate attachment corridor of 125%.

The minimum aggregate attachment point is equal to 100% of the calculated attachment point using the final census.

Lines of coverage for specific Medical, RX Card.

Maximum Annual Reimbursement: Aggregate=\$1,000,000/Specific=Unlimited.

The Stop-Loss Carrier is Standard Life and Accident Insurance Company.

Notwithstanding the specified Specific Retention Amount for this group, the following individual claimants will be subject to the corresponding Specific Retention Amounts set forth below:

RS01 - \$225,000 - The specific retention amount will be \$225,000 retroactive to the effective date, if this claimant incurs charges associated with the medication Ibrance or any other medications or treatments used to treat Breast Cancer.

Claim amounts between the \$150,000 group Specific Retention Amount and the individual claimant Specific Retention Amount listed above will not accrue toward the Annual Aggregate Retention Amount.

Typographical errors or omissions in this proposal are not binding and, in such instance, a revised proposal will be issued to correct.

Certain non-stop loss related costs are estimated based on the data provided. Employer's TPA or consultant can confirm or update these costs.

The Plan Costs (TPA/PBM fees and Consultant fees) in this proposal are estimates based on a default set of services. Therefore, your total costs may vary based on your specific TPA and PBM set of services and associated fees and/or credits including but not limited to claims editing and RX Rebates.

Maximum Costs includes Specific and Aggregate Stop Loss Premium, Plan Costs (TPA/PBM and Consultant fee), Maximum Employer Claims (Aggregate paid claims prior to deduction for Rx rebates, provider refunds, subrogation amounts, and extra contractual claims), and Collateral. Note that all are subject to change with change in enrollment.

Any (1) Rx rebates earned (regardless of receipt or rebate credit model) or (2) Provider refunds, subrogation amounts, and extra contractual claims shall be netted against the calculated aggregate loss.

New York - This proposal, and the binding of any stop loss contract based upon this proposal, is expressly conditioned upon the group being able to be issued a stop loss contract under New York law as of the proposal effective date.

Maryland - This proposal, and the binding of any stop loss contract based upon this proposal, is expressly conditioned upon the group being able to be issued a stop loss contract under Maryland law as of the proposal effective date.

North Carolina - This proposal, and the binding of any stop loss contract based upon this proposal, is expressly conditioned upon the group being able to be issued a stop loss contract under North Carolina law as of the proposal effective date.



Conditions

If the rates are not being locked-in, the following information, as of the renewal date, must be provided to Roundstone no later than 30 days after the renewal date.

Monthly paid medical and prescription drug claims experience and monthly enrollment. We reserve the right to recalculate the specific rates and aggregate factors if the last 2 months of paid claims experience in the current year varies by more than 10% of the monthly average paid claims for the previous 10 months.

Large claims greater than \$10,000 with Diagnosis/Prognosis.

Pended claims and large case management reports.

Final census with plan selection and coverage type. Final rates and factors are subject to revision if final enrollment varies by more than 10% from proposed enrollment.

Signed and approved application for Stop Loss Insurance Coverage.

Plan Document, including all amendments, for the renewal year. Roundstone will not provide a Stop Loss Contract, or adjudicate or pay a reimbursement claim, until all applicable signed Plan Documents with all amendments are submitted and approved. If there are no changes in the Plan Document from the expiring year, a letter indicating so is sufficient.

Retirees are included.

This proposal is based upon the plan benefits identified in this proposal.

Assumes no material changes to the current plan document.

The terms of this offer are tentative and based on the information and data provided to Roundstone. This offer is subject to change upon receipt and review of additional information requested. All required information must be received by us within the time period indicated, otherwise we reserve the right to withdraw terms and return any premiums remitted.

The terms of this offer are subject to revision if there is a change in the coverage period or plan benefits.

Specific coverage includes Advanced Funding courtesy, which assists policy holders with funding of eligible catastrophic specific excess loss claims by expediting the reimbursement process.

State implemented surcharges, pool charges and/or covered lives assessments may not be covered under the stop loss contract.

Commissions are not included in the stop loss premium.

Minimum participation is 50% of eligible employees, excluding valid waivers.

Plan engagement of an approved third-party claims administrator.

Plan must have pre-certification, utilization review and large case management.

The Tiered Breakdown is an estimate based on costs calculated using information provided by the employer and its agents at the time of submission. Actual costs may vary based on final enrollment, plan designs selected, and group specific utilization, which would alter the Tiered Breakdown calculation.

Coverage is contingent upon our receipt of collateral.

Roundstone is the contracted agent of the insurance carrier.

Any cost containment provider used by you, your TPA or your advisor to reduce claims cost may be eligible for stop loss reimbursement on percentage of saving fees charged by such cost containment provider. Such percentage of savings fees charged by the cost containment provider shall be capped for stop loss reimbursement up to 25% of the percentage of savings.

Underwriters reserve the right to apply either (1) a laser/individual deductible or (2) an aggregating specific deductible based on their review of requests for claims data as specified in the Additional Request Section.

Laser Cap Option included on renewal.

Rate Cap included on renewal. Upon your renewal, your stop loss premium PEPM (Specific Contract Premium and Aggregate Contract Premium) shall not increase by more than 30% assuming your plan details stay the same.

**Additional Requirements:**

No collateral is due for this renewal.

This proposal assumes the PEPM structure for Mercy Direct/Southeast First Option, not a percentage of savings.

In-network claims will be paid at the provided contracted rate for the hospital or First Health pricing for all in network.

This proposal assumes the out of network claims are reimbursed at a percentage of Medicare, up to 140% of Medicare.

Full eligibility census with valid waiver reasons required to bind coverage, must meet minimum participation percentage.

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 *MERCY NETWORK, LLC, OF CHESTERFIELD, MISSOURI*, RELATIVE TO PROVIDING SERVICES UNDER THE *2025 EMPLOYEE MEDICAL 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 **Mercy Network, LLC, of Chesterfield, 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: November 4, 2024.

SECOND READING: November 4, 2024.

PASSED AND APPROVED this 4th day of November, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

HEALTH SERVICES AGREEMENT

This Health Services Agreement (“Agreement”) is made and entered into as of the **First day of January, 2025** with an effective date as outlined in section 3.1 Plan Offering below (“Effective Date”), by and between Mercy Network, LLC (“**Mercy Network**”), a Missouri nonprofit corporation, on behalf of itself and its affiliates, including Mercy and Affiliates, LLC (collectively, “Mercy”) and **City of Jackson, Missouri** **[insert employer name]** (“Employer”).

WHEREAS, **Mercy Network** is an integrated health care delivery system which, among other things, arranges for the provision of health care services by health care facilities and providers including the provision of health care services to individual employees and dependents under employer self-insured health plans;

WHEREAS, Employer maintains the self-insured employee health plan through which Employer reimburses and arranges for the provision of Covered Services (defined below) to Members (defined below) through Mercy’s network of Participating Providers (defined below) (the “Plan”); and

WHEREAS, Employer, on behalf of the Plan, desires to contract with **Mercy Network** to arrange for the provision of Covered Services to Members and **Mercy Network** desires to arrange for the provision of Covered Services to Members, in each case for the consideration, and under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and mutual promises herein stated, the parties hereby agree as follows:

1. **Definitions**

1.1 “Covered Services” means the health care items and services which constitute covered benefits under the terms of the Plan.

1.2 “Members” means Employer’s employees and their dependents who are eligible to participate in the Plan.

1.3 “Participating Hospital” means (a) Mercy Hospital St. Louis, Mercy Hospital St. Louis South, Mercy Hospital Washington, Mercy Hospital Jefferson, and Mercy Hospital Lincoln, Mercy Hospital Perry, Mercy Hospital Southeast, Mercy Hospital Stoddard (b) Mercy Hospital Springfield, Mercy Hospital Lebanon, Mercy Hospital Aurora, Mercy Hospital Cassville, Mercy Hospital Berryville and Mercy St. Francis Hospital, (c) Mercy Hospital Oklahoma City, Mercy Hospital Ada, Mercy Hospital Ardmore (d) any other hospitals directly or indirectly controlled by Mercy, Mercy Network, and (e) any other hospitals as agreed to by Mercy and Employer.

1.4 “Participating Physicians” shall mean a provider of health care services, including facilities, contracted or engaged by Mercy to make its/his/her clinical services available in the Mercy Network to Members whose Benefit Plans include coverage for Covered Services provided by the Mercy Network.

1.5 “Participating Provider” means Participating Hospitals, Participating Physicians, ancillary service providers and any other health care providers directly or indirectly controlled by or under contract with Mercy, Mercy Network or another affiliate of Mercy who provide Covered Services to Members at the request of Mercy.

2. Obligations of Mercy

2.1 Purpose. The purpose of this Agreement is to engage Mercy to provide the services described in this Agreement and to achieve the related goals of improving the quality and patient experience of health care services, maintaining health for the population of Members, and creating efficiencies in the delivery of care.

2.2 Provision of Covered Services. Mercy shall maintain a network of Participating Providers to provide Covered Services to Members under the Plan. Mercy shall require Participating Providers to (a) provide Covered Services to Members in accordance with acceptable medical and professional standards in the community and pursuant to the standard of care provided to their other patients, and (b) possess all necessary licenses and/or certifications required to provide the Covered Services. Mercy shall require that Participating Providers not discriminate against a Member due to his/her association with Employer or in violation of the law for any reason, including but not limited to, race, color, national origin, ancestry, religion, sex, marital status, age, or disability. Mercy shall implement a process to verify the credentials of Participating Providers.

2.3 List of Participating Providers. The listing of current Participating Providers can be found at www.mercyoptions.net.

2.4 Policies and Procedures. Mercy shall (a) contractually require Participating Providers to comply with all policies and procedures of the Plan established by Employer and applicable to Participating Providers ("Policies and Procedures"), and (b) reasonably assist Employer in the implementation of such Policies and Procedures.

2.5 Refusal to Treat Members. Participating Providers shall have the right to refuse to accept a Member as a patient or to terminate a Member as a patient for reasonable cause including but not limited to (a) display of hostility or improper behavior towards Participating Provider, Participating Provider's staff, or Participating Provider's other patients; (b) refusal to cooperate with Participating Provider in Participating Provider's diagnosis or treatment of the Member or refusal to follow Participating Provider's instructions; (c) failure to pay applicable copayments, coinsurance, or deductibles or charges for non-Covered Services; or (d) making unreasonable or unnecessary demands on Participating Provider or Participating Provider's staff.

2.6 Claim Repricing. **Mercy Network** shall reprice through Mercy Benefit Administrators all Participating Provider claims and send to Employer or Employer's designated agent for claim reprocessing and payment. Mercy Network shall be paid \$2.50 per employee per month by Employer for repricing services and the employer's benefit card shall include address / information for such repricing.

2.7 Mercy Managed Behavioral Health Network **Employer** agrees to pay \$0.60 PMPM for access to the Mercy Managed Behavioral Health Network Access Fee and crisis line.

3. Obligations of Employer

3.1 Plan Offering. During annual enrollment for the Plan year beginning _____ **[insert date]**, and for each Plan year thereafter during the term of this Agreement, Employer shall offer the Plan to its employees in the Service Area as set forth on **Exhibit A** attached hereto and incorporated herein. Unless Employer only has one benefit plan

offering, such Plan shall include a benefit plan design that is at least twenty percent (20%) lower than what the total cost share would be under the other Employer plan offerings.

3.2 Plan Documents. Upon execution of this Agreement and upon request thereafter, Employer shall provide Mercy Network with a copy and summary description of the Plan, its benefits, and all Policies and Procedures. If Employer desires to make any changes to the Plan or Policies and Procedures, including but not limited to, any changes relating to Covered Services, copayment, coinsurance or deductible amounts, Employer shall provide Mercy Network with thirty (30) days' prior written notice of any such change to Mercy and the parties shall mutually agree upon any such changes before such changes are finalized. If the parties are unable to mutually agree upon such changes, Mercy shall have the right to terminate this Agreement as described in Section 7.6.

3.3 Administration. The parties hereby acknowledge that Employer itself provides or has engaged a third-party administrator ("Claims Administrator") to provide claims processing and certain other administrative services necessary or required for the operation of the Plan as contemplated under this Agreement. Employer shall contractually require any Claims Administrator and any other third parties providing administrative services for Employer in connection with this Agreement to provide such administrative services in accordance with the terms and conditions of this Agreement and fulfill the duties and obligations imposed on Employer under this Agreement that relate to such administrative services. Employer shall be ultimately responsible for any obligations imposed upon the Claims Administrator in this Agreement. In addition, Employer shall ensure that any Claims Administrator and any other third parties collaborate with Mercy in the fulfillment of such duties and obligations. If Employer intends to enter into an agreement with a different Claims Administrator, Employer shall provide no less than six (6) months prior written notice thereof to Mercy.

3.4 Member Disputes. Employer shall notify Mercy in writing of all Member complaints involving Participating Providers as soon as reasonably feasible.

3.5 ERISA Compliance. If Plan is subject to the Employee Retirement Income Security Act of 1974 ("ERISA"), Employer shall ensure the Plan is operated in compliance with ERISA including all reporting and disclosure requirements.

3.6 Use of Names. Employer may use the names of Mercy and any other Participating Providers to inform employees of such providers and this Agreement. Employer shall not otherwise use the name, symbols, trademarks or service marks of Mercy or any other Participating Providers without the prior written consent of Mercy.

3.7 Eligibility Information. Upon request, Employer shall provide Mercy with eligibility and termination information regarding Members in a manner and format specified in the Mercy Care Management Claim Data Submission Guide and within the timeframes reasonably requested by Mercy.

3.8 Identification Cards. Employer shall issue or shall arrange for the Claims Administrator to issue to each Member an identification card that includes the following information (as applicable): the name of the Member, a unique identification number, a telephone number the Participating Providers may call to verify a Member's eligibility, the Mercy Health logo or other mark or language which identifies the Member as participating in the Mercy network, the Mercy provider look-up website, and any other information reasonably requested by Mercy.

Employer shall obtain the prior written approval of Mercy for the form of the identification cards and any changes to the form.

3.9 Care Management. Group will ensure that members have accredited care management services for the members who elect the Mercy Network.

3.10 TPA Requirements. Mercy, or its designee (Mercy Benefit Administrators), reserves the right to be the sole repricer of all claims for Covered Services in the Mercy Network at the rate set forth in Section 2.6 above. If Group is interested in use of a third-party administrator outside of Mercy Benefit Administrators (“**Outside TPA**”), the following terms apply to any such Client’s use of the Mercy Network:

The Outside TPA must provide such services in accordance with the terms and conditions of this Agreement.

The Outside TPA must submit only Mercy network provider claims to Mercy Benefit Administrators for repricing. Claim files may be sent through Mercy’s clearinghouse or by submitting a direct 837 file.

The Outside TPA must be able to administer a narrow network of provider for in-network claims administration, including receiving monthly roster updates.

The Outside TPA must provide accredited care management and data management services and provide Mercy population health reports throughout the year. In the event the Outside TPA does not comply with the terms and conditions of this Agreement, upon request by Mercy, Client must cease using such Outside TPA.

4. Compensation. Participating Providers shall be paid for Covered Services in accordance with Exhibit B.

5. Cooperation of the Parties. The parties shall use their respective best efforts to cooperate with and assist each other, as applicable, in the performance of their respective duties under this Agreement. Throughout the term of this Agreement, each party shall designate a relationship manager and shall provide prior written notice to the other party of any change in its designated relationship manager. As of the Effective Date, the parties’ respective designated relationship managers are as follows:

For Employer and the Plan:

For Mercy:

Alyssa Tardiff, MHA
ED – Payor Relations & Contracting
14528 S Outer 40 Road, 1st Floor
Chesterfield, MO 63017

Phone: (314) 364-4167
Fax: (314) 364-4795
Email: Alyssa.Tardiff@mercy.net

6. **Exclusivity.** During the term of this Agreement, neither Employer nor any entity controlling, controlled by or under common control with Employer shall, either directly or indirectly, on its own or in conjunction with any other person, solicit or enter into, or attempt to solicit or enter into, any other agreement or arrangement for the provision of health services for Members with any other provider, health system, hospital, onsite clinic, provider-owned or provider-affiliated insurance carrier, health maintenance organization, preferred provider organization, hospital-physician organization, and/or accountable care organization located in or doing business in the Service Area as outlined in **Exhibit A** except for the provision of Covered Services not available through the Participating Providers. Non-compliance with this Section, as determined by Mercy, shall be deemed a material breach of this Agreement.

7. **Term and Termination of Agreement**

7.1 **Term.** Unless earlier terminated in accordance with this Agreement, this Agreement shall commence on the Effective Date and continue in effect for an initial term of two (2) years. This Agreement shall automatically renew for successive one (1) year terms thereafter.

7.2 **Termination for Cause.** In the event of a material breach of this Agreement, the non-breaching party may provide written notice to the breaching party specifying the nature of the alleged breach. Upon receipt of such notice, the breaching party shall either (a) cure the breach within thirty (30) days of receipt of the breach notice, or (b) develop a plan of correction to address the issues giving rise to the breach and obtain the non-breaching party's approval of such plan of correction. If the non-breaching party does not approve the plan of correction within thirty (30) days of the notice of breach, or the breaching party does not cure the breach within thirty (30) days of receipt of the breach notice or complete the agreed upon plan of correction within the prescribed timeframe in such plan of correction, the parties shall have the right to terminate this Agreement effective as of the date set forth in the notice of breach.

7.3 **Termination without Cause.** Either party shall have the right to terminate this Agreement without cause upon one hundred eighty (180) days' advance written notice to the other party provided that such termination shall not be effective until the end of the Plan year following the end of such notice period.

7.4 **Termination for Nonpayment.** Notwithstanding Section 7.2, Mercy shall have the right to terminate the Agreement for nonpayment of any outstanding claims submitted by Participating Providers under Section 4 if Mercy provides Employer notice of termination due to nonpayment and Employer fails to cure the nonpayment within ten (10) days after receipt of such notice. In such event, Mercy shall have the right to declare all outstanding claims for all Participating Providers due and payable.

7.5 **Termination Due to Insolvency.** Each party shall have the right to terminate this Agreement immediately upon notice to the other party (a) in the event of the filing of a petition for relief under federal bankruptcy laws by or against the other party; or (b) in the event of any liquidation, rehabilitation, conservation, or similar formal delinquency proceeding of the other party under the supervision of the applicable state regulator or upon any other fiscal insolvency of the other party.

7.6 **Termination upon Change of Control of Employer.** In the event of a Change of Control of Employer, Employer shall provide at least thirty (30) days' prior written notice of the Change of Control to Mercy (to the extent permissible), and Mercy shall thereafter have the right

to terminate this Agreement effective upon thirty (30) days' prior written notice to Employer. For purposes of this Agreement, "Change of Control" means any of the following: (a) any transaction or series of transactions resulting in the change in beneficial ownership of the voting securities representing at least fifty percent (50%) of the total voting power of Employer; (b) a merger of Employer with or into another party, whether or not Employer is the surviving entity; (c) the sale or other transfer of more than fifty percent (50%) of Employer's assets whether in a single transaction or series of transactions; or (d) a change in the person or persons having the authority to elect, directly or indirectly, a majority of the governing board of Employer.

7.7 **Termination Due to Material Change in Plan or Policies and Procedures.** Pursuant to Section 3.3, in the event that Employer amends the Plan or Policies and Procedures for any reason, and such amendment, in Mercy's reasonable discretion, affects Mercy or the Participating Providers adversely, upon receiving notice of such proposed amendment, Mercy shall have the right to terminate this Agreement by providing at least thirty (30) days' prior written notice of termination to Employer. Termination pursuant to this Section shall be effective on the effective date of such amendment unless an alternative termination date is specified by Mercy in its notice of termination to Employer, provided that such termination date shall not be earlier than thirty (30) days following the termination notice date.

7.8 **Obligations After Termination.** Any termination of this Agreement shall not release any party of its obligation to pay any amounts accrued and owing to the other party or Participating Providers prior to termination in accordance with the terms of this Agreement. The obligations of Mercy to arrange for Participating Providers to provide services to Members shall cease upon termination or expiration of this Agreement provided that, in the case of any Member receiving care as of the date such termination becomes effective, Mercy shall arrange for Participating Providers to continue to provide care to the Member until such time as care, in the opinion of the Participating Provider, may be safely withdrawn without endangering the Member's health. Employer shall be responsible for reimbursing such Participating Providers in accordance with this Agreement for the costs of such care. Upon termination or expiration of this Agreement, Employer shall provide notice of such termination or expiration to all Members.

8. **Records and Audits.** During the term of this Agreement and for one (1) year following the effective date of termination or expiration of the Agreement or such longer period required by applicable law, each party shall maintain complete and accurate books and records of performance of such party's obligations under this Agreement. Upon not less than thirty (30) days' prior written notice, each party shall make such books and records available for audit by the other party or its designee. Each audit will be conducted during regular business hours at the appropriate place of business of the party having control of the records, not more frequently than once every twelve (12) consecutive months, and in a manner that does not unreasonably interfere with the party's normal course of business. Where appropriate, records may be audited remotely by secure electronic connection. The costs of each audit will be borne by the auditing party. A party may audit the other party more than once per year only for good cause. Employer shall not be entitled to examine medical or other records of any patient who is not a Member. Such audits shall be conducted by authorized individuals who have signed a confidentiality agreement with the party conducting the audit. The party conducting an audit under this Section shall share any written audit reports with the other party.

9. **Relationship of the Parties**

9.1 **Independent Relationship.** Mercy and Employer are and shall at all times be independent contractors with respect to the performance of their respective obligations under this

Agreement. Nothing in this Agreement shall be construed to create an employment, joint venture, agency, or partnership relationship between Mercy and Employer.

9.2 **No Fiduciary Status.** If Plan is subject to ERISA, Employer acknowledges and agrees that neither Mercy nor any other Participating Provider is a fiduciary (as defined under ERISA or state law) with respect to the Plan or its assets, and Employer will not name Mercy or any other Participating Providers as a “plan fiduciary.” Nothing in this Agreement shall be deemed to impose any obligation on Mercy or any other Participating Providers to exercise any discretionary authority or discretionary control with respect to management of the Plan or disposition of the assets of the Plan. Employer retains all responsibility with respect to design of the Plan, including all eligibility and coverage requirements. Upon reasonable notice, Mercy shall have the right to terminate this Agreement upon any requirement that Mercy or any other Participating Provider become a fiduciary to Employer in any capacity.

10. **Subcontracting.** Mercy may subcontract all or any portion of its duties, responsibilities or obligations under this Agreement to any third party selected by Mercy. Employer may subcontract certain Plan administrative obligations to the Claims Administrator. Except as provided in the prior sentence, Employer shall not subcontract any of its duties, responsibilities or obligations under this Agreement or any portion thereof without the prior written consent of Mercy.

11. **Insurance.** Each party shall maintain, at its sole cost and expense, professional and general liability insurance in the minimum amount of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) annual aggregate covering its respective obligations under this Agreement. Such insurance may be maintained by Mercy through a self-funded or self-insured program. Upon termination or expiration of this Agreement, each party shall maintain extended reporting “tail” coverage to the extent necessary to maintain professional liability insurance coverage for claims related to services provided by such party during the term of this Agreement. Each party shall maintain worker’s compensation insurance for its respective employees in amounts required by the laws of the state in which such party is located. Upon request, each party shall provide the other party a certificate of insurance or other acceptable proof to evidence the existence of the insurance coverages pursuant to this Section.

12. **Indemnification and Limitation of Liability**

12.1 **Indemnification.** Each party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party and the other party’s affiliates, directors, officers, employees and agents (collectively, “Indemnified Party”) from and against any and all liabilities, losses, damages, penalties, assessments, judgments, expenses, awards, or costs (including reasonable attorneys’ fees and costs) (“Losses”) incurred by the Indemnified Party arising out of, resulting from or relating to any claim, action or cause of action brought by a third party or governmental entity by reason of: (a) any breach of this Agreement by the Indemnifying Party, or (b) any negligent act or omission or willful misconduct by Indemnifying Party; provided, however, that nothing set forth herein shall require the Indemnifying Party to indemnify, defend or hold harmless the Indemnified Party for any Losses to the extent caused by the Indemnified Party’s breach, negligence, willful misconduct or fraud.

12.2 **Indemnification Procedures.** The Indemnified Party shall provide written notice to the Indemnifying Party within thirty (30) days of obtaining information which would lead a reasonable person to conclude that indemnification would be available hereunder, provided that the failure to provide such notice or the delay of such notice shall not relieve the Indemnifying Party from any indemnity obligation that it may have hereunder except with respect to the portion of any

damages directly caused by such failure. The Indemnified Party shall (a) allow the Indemnifying Party and/or its insurer to assume direction and control of the defense of any action, suit, or proceeding, if they elect to do so, including the right to select or approve defense counsel; (b) cooperate fully with the Indemnifying Party and its insurer in defending against, and settling such actions, suits, or proceedings; and (c) have the right to fully participate in the defense at its expense. Notwithstanding anything set forth herein, (y) no settlement of an indemnified claim that involves a remedy other than the payment of money by the Indemnifying Party along with standard settlement terms, specifically including a dismissal of all claims with prejudice as well as a non-admission of liability or other wrongdoing on the part of the Indemnified Party, shall be entered into by the Indemnifying Party without the prior written consent of the Indemnified Party, and (z) in no event shall an acknowledgement of guilt or fault by, or an adverse judgment be entered against, the Indemnified Party as part of a settlement without the Indemnified Party's express written consent. If the Indemnifying Party, within a reasonable time after receipt of the Indemnification Notice, fails to assume direction and control of the defense of any action, suit, or proceeding, the Indemnified Party shall have the right, but not the obligation, to undertake the defense of, and to compromise or settle (exercising reasonable business judgment) the claim or other matter on behalf, for the account and at the risk of the Indemnifying Party.

12.3 Limitation of Liability. Notwithstanding any contrary provision herein, in no event shall either party be responsible to the other party or to any other person for any punitive damages or any consequential, incidental, indirect, exemplary or special damages in connection with the services provided hereunder, including without limitation loss of profits and the cost of cover.

13. Confidentiality and HIPAA Compliance

13.1 "Confidential Information." "Confidential Information" includes confidential methods of operation, pricing policies, mailing lists, patient lists, employer lists, product related information and structure, utilization review procedures, formats and structure, practice guidelines, Participating Provider lists, report formats, customer databases, marketing strategies, trade secrets, knowledge, techniques, data, and other information about the entity's operations and business of a confidential nature, including the terms and price rates of this Agreement and any audit findings under Section 8.

13.2 Confidentiality of Confidential Information. Each party acknowledges that during the term of this Agreement, either party (the "Disclosing Party") may disclose to the other party (the "Receiving Party") certain Confidential Information and that such Confidential Information has a special and unique value to the Disclosing Party. Therefore, the Receiving Party and its employees, agents or representatives, shall not in any manner, directly or indirectly, disclose or divulge to any person or entity whatsoever, or use for such Receiving Party's own benefit or for the benefit of any other person or entity whatsoever, any Confidential Information of the Disclosing Party except as required to fulfill the terms of this Agreement, as required by law or upon the written consent of the Disclosing Party. Upon termination of this Agreement for any reason, the Receiving Party shall immediately return to the Disclosing Party any and all Confidential Information of the Disclosing Party in the Receiving Party's possession or control. To the extent it is infeasible to return any Confidential Information of the Disclosing Party, the Receiving Party shall continue to protect such Confidential Information in accordance with this Section 13.

13.3 Permitted Disclosures. Except as otherwise provided in this Agreement, the Receiving Party may disclose relevant aspects of the Disclosing Party's Confidential Information only to its officers, agents, subcontractors, and employees (and in the case of Mercy, to Participating Providers) only to the extent that such disclosure is reasonably necessary for the

performance of its duties and obligations under this Agreement, including verification of the Disclosing Party's performance of this Agreement, but in any event on the condition that the Receiving Party (a) takes reasonable measures to prevent disclosure of the Disclosing Party's Confidential Information in violation of this Section 13, including advising all individuals having access to the Confidential Information of the Disclosing Party of the proprietary nature thereof and of the obligations related thereto; and (b) remains responsible for the disclosure of Confidential Information of the Disclosing Party in contravention of the provisions of this Agreement by such officers, agents, subcontractors, and employees (and in the case of Mercy, by Participating Providers).

13.4 **Required Disclosures.** The Receiving Party may disclose Confidential Information of the Disclosing Party if required pursuant to applicable laws, or to an order or requirement of a court, administrative agency or other governmental body, on the condition that such Receiving Party will (a) if allowed by applicable laws, give the Disclosing Party written notice of such applicable laws, order, or requirement as soon as practicable after it has knowledge thereof and in any event prior to disclosure of such Confidential Information; and (b) disclose no more Confidential Information of the Disclosing Party than is required by applicable laws, order, or requirement.

13.5 **Exceptions.** The provisions of this Section 13 shall not apply with respect to information that (a) is independently developed by a party without reliance on the Confidential Information of the Disclosing Party; (b) is or becomes publicly available through no fault of the Receiving Party and without breach of this Agreement; (c) is disclosed to the Receiving Party by a third party without restriction on disclosures, breach of any obligation of confidentiality, or as the result of a wrongful or tortious act; or (d) can be shown by documentation to have been known by the Receiving Party at the time of its receipt from the Disclosing Party and without an obligation of confidentiality other than pursuant to this Agreement.

13.6 **HIPAA.** In addition, each party acknowledges that (a) each of them are considered separate covered entities under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and (b) each of them shall implement all necessary policies, procedures, and training to comply with HIPAA and other laws related to the use, maintenance, and disclosure of patient information.

14. **Assignment.** Neither party shall assign its rights under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, upon written notice to Employer, Mercy shall have the right to assign all or part of Mercy's obligations under this Agreement to any affiliate of Mercy without the prior written consent of Employer.

15. **Dispute Resolution.** Any controversy or dispute or alleged breach arising out of or relating to this Agreement not otherwise resolved by the parties ("Controversy") shall be resolved pursuant to the following resolution process:

15.1 **Informal Resolution.** The parties shall, in good faith, attempt to resolve any Controversy as follows: (a) the party seeking to resolve the Controversy shall prepare a written position statement setting forth in reasonable detail the nature of the Controversy and deliver a copy thereof to the other party; and (b) for a period of no less than sixty (60) days after delivery of such position statement, a designated representative of each party shall meet in person or by telephone on at least a weekly basis to discuss the areas of disagreement and negotiate in good faith to resolve the Controversy. In the event the discussions between the designated representatives of each party do not result in resolution of the Controversy, the Controversy shall be referred to the

[President/CEO of Employer] and the President/CEO of Mercy for further consideration. Within thirty (30) days following such referral, the **[President/CEO of Employer]** and the President/CEO of Mercy shall send a joint written statement to their respective board of directors either (x) how the Controversy shall be resolved, and each board of directors shall then take such action as is necessary to implement such joint decision, or (y) that they have been unable to resolve the Controversy.

15.2 **Arbitration.** In the event the processes set forth in Section 15.1 do not result in the resolution of the Controversy, the Controversy shall be settled by binding arbitration before a single arbitrator in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. Any arbitration conducted pursuant to this Section shall be conducted in St. Louis County or at such other location as is mutually agreeable to the parties. The arbitrator shall have the authority to award attorneys' fees to the prevailing party. The arbitrator shall render an award in a reasoned, written decision. Either party may move to confirm, modify, correct or vacate the award pursuant to the Federal Arbitration Act, 9 U.S.C. § 1 *et. seq.* The Federal Arbitration Act and the federal substantive law promulgated relative thereto shall be the applicable governing law regarding the application, implementation, interpretation and enforcement of the rights to arbitration as set forth in this Section. Either party shall have the right to pursue injunctive or other equitable remedies or to enforce the terms of this Section in any court of competent jurisdiction. All negotiations pursuant to this Section are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and similar state rules of evidence. Notwithstanding any provision of this Section 15 to the contrary, either party shall have the right to pursue any equitable remedy for any Controversy under this Agreement in any court of competent jurisdiction. No arbitration proceeding or other action will be brought to recover under this Agreement after the expiration of two (2) years from the date the cause of action accrued. The obligations of this Section 15 shall survive the expiration or termination of this Agreement for any reason.

16. **Change in Law.** In the event of any future change in laws or regulations or any decision by a court of law or a regulatory agency which, in the reasonable opinion of legal counsel for either party, affects or may affect the legality of this Agreement or adversely affect the ability of either party to perform its obligations or receive the benefits intended hereunder ("Change in Law"), then as soon as reasonably practical following written notice by one party to the other, the parties shall negotiate in good faith to restructure this Agreement in a manner which both cures the problem and achieves the business result originally intended by the parties to the extent possible in light of the Change in Law. In the event either party concludes in its reasonable discretion that it is impossible to accomplish both of these goals, this Agreement shall terminate effective immediately upon written notice to the other party thereof.

17. **Prevailing Party Expenses.** The prevailing party in any legal proceeding as a result of any dispute arising under this Agreement shall be entitled to recover all reasonable expenses incurred in connection with pursuing such legal action, including, without limitation, attorneys' fees and expenses, and each party to this Agreement shall pay any such fees and expenses awarded by any court or arbitrator in connection with any such action.

18. **No Third Party Beneficiaries.** Except as specifically provided herein, the terms of this Agreement are not intended and shall not be construed to confer upon any person other than the parties hereto any rights, remedies, obligations or liabilities whatsoever.

19. **Force Majeure.** Neither party shall be liable for nonperformance, defective performance or late performance of any of its obligations under this Agreement to the extent and for such periods

of time as such nonperformance, defective performance or late performance is due to reasons outside such party’s control, including acts of God, war, terrorism, civil disturbance, labor disputes, fire, floods, explosions, disruption of public utilities, supply chain interruptions, information systems interruptions or failures or other similar causes beyond the party’s control.

20. **Notices.** All notices, requests, demands, or other communications provided for in this Agreement shall be in writing and shall be deemed to have been given at the time when personally delivered, received by certified mail, return receipt requested, or received by overnight courier addressed as follows or to such other address as hereafter may be notified in writing by one party to the other:

If to Employer:	With a copy to:
_____	_____
_____	_____
_____	_____
_____	_____

If to Mercy:	With a copy to:
Sarah Asperger	Alyssa Tardiff
VP – Payor Relations & Contracting	ED – Payor Relations & Contracting
3265 South National Suite 200	14528 S Outer 40 Road, 1st Floor
Springfield, MO 65807	Chesterfield, MO 63017

21. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

22. **Survival.** Any provisions of this Agreement that expressly or by their nature should survive expiration or termination of this Agreement shall survive expiration or termination of this Agreement.

23. **Section Headings.** Section headings contained in this Agreement are inserted for convenience or reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction, or scope of any of the provisions hereof.

24. **Miscellaneous.** This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes any prior or contemporaneous verbal or written agreements, communications and representations relating to the subject matter hereof. This Agreement may be modified or amended only by a written agreement signed and dated by the parties. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by such party. If any one or more of the provisions of this Agreement or any application thereof shall be found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions of this Agreement and any other application thereof shall not in any way be affected or impaired thereby. This Agreement may be executed in counterparts, each of which shall be considered an original for all purposes and all of which shall together constitute one and the same instrument. Signatures transmitted by facsimile or in Portable

Document Format (pdf) may be considered an original for all purposes. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, devisees, representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

[EMPLOYER NAME]

MERCY NETWORK

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

SERVICE AREA

VISIT WWW.MERCYOPTIONS.NET for provider directory

Springfield / Joplin, Missouri

- MO Counties
 - Barry, Barton, Camden, Cedar, Christian, Crawford, Dade, Dallas, Dent, Douglas, Greene, Hickory, Howell, Jasper, Laclede, Lawrence, McDonald, Newton, Oregon, Ozark, Polk, Phelps, Pulaski, Shannon, St. Clair, Stone, Taney, Texas, Vernon, Webster, Wright
- KS Counties
 - Allen, Bourbon, Cherokee, Crawford, Labette, Linn, Miami
- OK Counties
 - Craig, Delaware, Ottawa

St. Louis, Missouri

- MO Counties
 - Callaway, Cape, Franklin, Gasconade, Iron, Jefferson, Lincoln, Madison, Montgomery, Osage, Perry, Pike, St. Charles, St. Francois, St. Genevieve, St. Louis City, St. Louis, Stoddard, Warren, Washington
- IL Counties
 - Bond, Calhoun, Clinton, Jersey, Macoupin, Madison, Monroe, Randolph, St. Clair

Northwest and Ft. Smith Arkansas

- AR Counties
 - Benton, Carroll, Crawford, Franklin, Johnson, Logan, Madison, Polk, Scott, Sebastian, Washington, Yell
- OK Counties
 - Adair, Haskell, Latimer, LeFlore, McIntosh, Muskogee, Sequoyah

Oklahoma City, Oklahoma

- OK Counties
 - Atoka, Blaine, Bryan, Caddo, Canadian, Carter, Cleveland, Cole, Dewey, Garfield, Garvin, Grady, Hughes, Jefferson, Johnston, Kingfisher, Lincoln, Logan, Love, Marshall, McClaine, Murray, Noble, Oklahoma City, Payne, Pontotoc, Pottawatomie, Seminole, Stephens

EXHIBIT B

PAYMENT FOR COVERED SERVICES

1.1 **Submission of Claims.** Mercy shall require Participating Providers to use their best efforts to submit claims for Covered Services provided to Members within one hundred twenty (120) days from the date of service and/or discharge, unless coordination of benefits issues exist in which case claims shall be submitted within ninety (90) days after such issues are resolved. Mercy shall require Participating Providers to direct claims only to Employer or the Claims Administrator and shall require Participating Providers to submit claims in a format mutually acceptable to the parties. Participating Providers may collect at the time of service from or bill Members directly for any deductibles, copayments, coinsurance and payments due for non-Covered Services. Mercy shall require Participating Providers to bill non-Covered Services to Members at the Participating Provider's usual and customary rate unless otherwise required by law. In the event that (a) Employer fails or refuses to pay for any Covered Services that are properly billed in accordance with the terms of this Agreement, or (b) Employer becomes insolvent or otherwise materially breaches the terms of this Agreement, Participating Provider may, to the fullest extent permitted by law, directly bill and collect payment from the Member for whom the Covered Services were furnished or from the person financially responsible for such Member.

1.2 **Payment of Claims.** Employer shall reimburse Participating Providers for Covered Services within thirty (30) days of receipt of a completed claim form in accordance with the fee schedule set forth in Schedule 1 or Schedule 2, as applicable, attached hereto and incorporated herein. A completed claim form is one that is accurate and contains all information necessary to process the claim for payment. Any claims not paid when due shall be considered "late," and Participating Providers shall have the right to bill "late" claims at their usual and customary rates.

1.3 **Rejected Claims.** Employer shall provide Participating Providers with a written request for additional information within ten (10) calendar days of receipt of an inaccurate or insufficient claim. Such request shall specify the reason for the request and the specific information needed from the Participating Provider. If additional information is not requested within such ten (10) calendar-day period, the claim shall be deemed a completed claim. A corrected claim submitted by Participating Provider pursuant to this Section shall restart the thirty (30) day time frame for payment of claims set forth in Section 1.2 of this Exhibit.

1.4 **Overpayments and Underpayments.** Neither party shall allege any overpayment or underpayment more than three hundred and sixty-five (365) days after the date on which the claim was paid. All requests for a refund of an overpayment or payment of an underpayment must be submitted to the other party in writing and shall state the basis of the alleged overpayment or underpayment.

1.5 **Disputed Claims.** Notwithstanding Employer's obligations under Section 1.2 of this Exhibit, in the event Employer or a Participating Provider has a dispute regarding a claim, Employer's obligation to pay such claim shall be stayed, pending the resolution of such dispute by the following process: within two (2) weeks of receiving written notice of a dispute, representatives from Mercy and Employer shall confer and attempt to resolve the dispute. In the event the dispute is not resolved in this manner, one or both parties shall submit the matter to the dispute resolution procedures under Section 15 of this Agreement.

1.6 **Coordination of Benefits.** Covered Services payable by Employer are subject to the Plan's coordination of benefits requirements. If the Employer is other than the primary plan

for a Member under the applicable coordination of benefits provision, Mercy shall require Participating Providers to bill the primary plan at its usual rates, and Employer shall pay Participating Providers the amount of any difference between the billed rate and the amount paid by the primary plan, not to exceed the applicable payment rate specified in Schedule 1. Such payment shall be made by Employer within thirty (30) days after Mercy's submission of a completed claim and notice of payment decision by the primary payor.

1.7 Explanation of Benefits. Employer shall deliver to the Member and to the applicable Participating Provider for each claim for Covered Services an explanation of benefits form that indicates the date and type of services, the Participating Provider's allowed amount, the billed charges, the amount of the Member's financial responsibility, Employer's paid amount, reduction or denial codes, and any other information reasonably requested by Mercy.

1.8 Prior Authorization. Except for emergency services, Mercy shall require Participating Providers to obtain prior authorization for any Covered Services provided to Members which require prior authorization under the Plan. Employer shall timely provide all required prior authorizations consistent with the Plan and ERISA, if applicable. Should a Participating Provider fail to obtain prior authorization when required by the Plan, Employer shall not deny payment solely on the grounds of this failure and shall inquire as to the medical necessity of these services. If such services were medically necessary, payment to Participating Provider for the services requiring prior authorization shall be made as if prior authorization was obtained. Failure of Employer to respond to a Participating Provider with approval or denial of prior authorization within twenty four (24) hours of request shall be deemed a prior authorization for treatment appropriate to the diagnosis presented.

1.9 Loss of Eligibility. If a Member loses eligibility during the provision of any Covered Services or course of treatment, Employer shall nonetheless pay the Participating Provider for all Covered Services provided to such Member up to and including the date upon which Participating Provider receives written notice from Employer of the Member's loss of eligibility. If the Member is an inpatient at the time of such notice, Employer shall pay Participating Provider for all inpatient Covered Services through the earlier of (a) the date of discharge of the Member, or (b) the date on which the Member becomes covered under another plan providing coverage for the particular hospitalization or treatment involved.

1.10 Denials. Denials of authorization or denials of medical necessity by Employer may only be made by a physician with an unrestricted license to practice medicine. Medical criteria applied by a person not so licensed cannot, by itself, be used as a basis for denying an authorization or for denying payment for treatment received. In addition, Employer may not retrospectively deny payment for a service, including an admission associated with a service, that was previously authorized by Employer except in the case of fraud on the part of Participating Provider in supplying information relied upon by Employer in making its authorization decision.

SCHEDULE 1**MERCY INTEGRATED PROVIDER AND FACILITY FEE SCHEDULE, SUPPLIED TO
CLAIMS REPRICER**

Updated annually with contract renewal, yearly rate escalator of up to 4% for fixed rates.

SCHEDULE 2**INDEPENDENT PARTICIPATING PROVIDER FEE SCHEDULE, SUPPLIED TO
CLAIMS REPRICER**

Updated annually with contract renewal, yearly rate escalator of up to 4% for fixed rates.

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 *STANDARD INSURANCE COMPANY, OF PORTLAND, OREGON*, RELATIVE TO PROVIDING SERVICES UNDER THE *2025 EMPLOYEE VISION AND LIFE 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 **Standard Insurance Company, of Portland, Oregon**. 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: November 4, 2024.

SECOND READING: November 4, 2024.

PASSED AND APPROVED this 4th day of November, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



CITY OF JACKSON
2025 Renewal Summary
Policy 160-168471

Thank you for allowing Standard Insurance Company to provide quality products to support your employees' insurance needs. We are pleased to renew your policy with continued coverage and services.

We have carefully reviewed the current composition of your organization and evaluated the experience of your vision policy. Based upon this review and application of rate factors appropriate for your industry classification, effective January 1, 2025, we are adjusting your premium rates as indicated in the chart below. These rates are guaranteed until January 1, 2026.

Division 2/Class 2

Vision Coverage

Product & Services	Through 12/31/2024	Effective 1/1/2025
Employee	\$9.48 per member	\$10.04 per member
Employee & Spouse	\$16.48 per member	\$17.48 per member
Employee & Child(ren)	\$16.64 per member	\$17.64 per member
Employee, Spouse and Children	\$25.68 per member	\$27.20 per member

If you have any questions about your rates or our review process our Employee Benefits Sales and Service office at 636-530-7737 is available to serve your needs. We value your business and welcome the opportunity to provide continued assistance to you.

Sincerely yours,

Tammy Powell
Group Insurance Underwriter
Employee Benefit Services
Standard Insurance Company

For acceptance of rates, please sign below:

Mayor Dwain Hahs



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: October 30, 2024

RE: Change Order 2 – 2024 Asphalt Pavement Improvement Program

Attached is Change Order 2 for the 2024 Asphalt Pavement Improvement Program. After Change Order 1 nailed down the cost of the Industrial Drive paving to the Soccer Park, we still had enough budgeted funds remaining to allow a few more additions to this year's program. The Street Department rounded up a few more patch locations and the Water Department requested repair to a section of Sawyer Lane which is the entrance to their office, the Electric Department's line crew building and the city's Recycling Center.

We also added a repair to Parkview Drive in front of the location of the new park entrance and took the opportunity to remove the speed table at that crosswalk which would have been a hump right before the relocated stop sign.

For reference, the budgeted amount for 2024 asphalt repairs is \$328,799.00. The cemetery portion of the 2024 Asphalt Pavement Improvement Program (\$101,946.24) is funded from the cemetery and not the asphalt pavement funds. No future additions are anticipated to this contract and if there is a third change order it will only reflect final quantities, for which a cushion still remains in the budgeted funds.

This asphalt project has moved quickly, beginning with removal of the rumble strip on Greensferry Road on the first day of the project.

As always, if you have questions, please contact me at 573-243-2300 x 2031 or jsanders@jacksonmo.org.



City of Jackson

CHANGE ORDER

PROJECT: 2024 Asphalt Pavement Improvement Program

DATE OF ISSUANCE: November 5, 2024

CHANGE ORDER NO.: 2

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

CONTRACTOR:

Apex Paving Company dba Asa Asphalt

THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AS FOLLOWS:

☒ See Attachments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$323,622.17	Original Contract End Date: January 6, 2025
Previous Change Orders: \$46,975.24	Net Change from Previous Change Orders: n/a
Contract Price prior to this Change Order: \$370,597.41	Contract End Date prior to this Change Order: January 6, 2025
Net Increase (Decrease) of this Change Order: \$29,316.82	Net Increase (Decrease) of this Change Order: n/a
Contract Price with all approved Change Orders: \$399,914.23	Contract End Date with all approve Change Orders: January 6, 2025

Recommended By:


Project Manager

10/30/24

Date

Approved By:

Mayor of the City of Jackson

11/5/24

Date

Accepted By:


Authorized Representative
of the Contractor

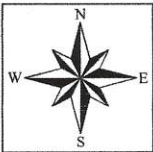
10/31/24
Date

CHANGE ORDER 2																
							EXCAVATION		MILL	AGGREGATE			TACK	ASPHALT		
Map	Locat	Street	Patch	Overlay	Area (SY)	SF	FT DP	CY	SY	FT DP	CF	TON	GAL	THICKNESS	CF	TON
12	T	Parkview Street at Swimming Pool Entrance (Remove Speed Table / Patch / Overlay)	YES		235.00	2115.00	0.00	0.00	235.00			0.00	23.00			26.00
13	U	Sawyer Lane		YES	1204.00	10386.00	0.00	0.00	1204.00			0.00	145.00			133.00
N/A	MISC ADD	710 Highland Dr	YES					19.65				0.00	0.00			38.00
		934 W Adams St	YES													
		411 N Missouri St	YES													
		415 N Missouri St	YES													
		Lee Avenue 1	YES													
		Lee Avenue 2	YES													



**2024 ANNUAL ASPHALT
PAVEMENT IMPROVEMENT PROGRAM**

**PARKVIEW STREET
REMOVE SPEED TABLE / PATCH / OVERLAY**



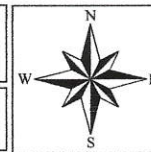
SEE TABLE FOR
ESTIMATED
QUANTITIES

12



**2024 ANNUAL ASPHALT
PAVEMENT IMPROVEMENT PROGRAM**

SAWYER LN



SEE TABLE FOR
ESTIMATED
QUANTITIES

13

jsanders@jacksonmo.org

From: CROWDEN, Nate (Delta-North) <ncrowden@deltacos.com>
Sent: Monday, October 28, 2024 1:49 PM
To: dyoungerman@jacksonmo.org; jsanders@jacksonmo.org
Subject: FW: Jackson CO

Below is change order #2 for Jackson Streets.
 Thanks,



Nate Crowden
 Project Manager/Estimator
Office 573.331.7561
Mobile 573.208.0116
ncrowden@deltacos.com

Delta Companies Inc.
1208 S Kingshighway
 PO Box 637
 Cape Girardeau, MO 63702
<https://www.deltacos.com/>

C2 - COLAS GROUP INTERNAL: Employees and partners who need to know.

From: WILLIAMS, Austin (Delta-North) <awilliams@deltacos.com>
Sent: Monday, October 28, 2024 1:40 PM
To: CROWDEN, Nate (Delta-North) <ncrowden@deltacos.com>
Subject: Jackson CO

E Adams.		Unit Price Total	
Milling	2240 SY	\$ 3.68	\$ 8,243.20
Asphalt	247 TONS	\$ 98.75	\$ 24,391.25
Tack	269 GAL	\$ 3.41	\$ 917.29
Patches			
Excavation	19.65 CY	\$ 197.47	\$ 3,880.29
Asphalt	38 TONS	\$ 101.76	\$ 3,866.88
Parkview St.			
Milling	235 SY	\$ 3.68	\$ 864.80
Asphalt	26 TONS	\$ 98.75	\$ 2,567.50
Tack	23 GAL	\$ 3.41	\$ 78.43

Total Change \$ 44,809.6

Remove Adams -33,551.74
 Total \$11,257.86

jsanders@jacksonmo.org

From: CROWDEN, Nate (Delta-North) <ncrowden@deltacos.com>
Sent: Tuesday, October 29, 2024 1:37 PM
To: Danny Youngerman; jsanders@jacksonmo.org
Subject: Change order #3

Below is change order #3 for Jackson Streets.
Thanks

				Unit	
Sawyer				Price	Total
	Milling	1204	sy	\$3.68	\$4,430.72
	Asphalt	133	tons	\$98.75	\$13,133.75
	Tack	145	Gal	\$3.41	\$494.45
					Total
					Change \$18,058.92



Nate Crowden
Project Manager/Estimator
Office 573.331.7561
Mobile 573.208.0116
ncrowden@deltacos.com

Delta Companies Inc.
1208 S Kingshighway
PO Box 637
Cape Girardeau, MO 63702
<https://www.deltacos.com/>

C2 - COLAS GROUP INTERNAL: Employees and partners who need to know.



SUBDIVISION APPLICATION FORM

City of Jackson, Missouri

NAME OF SUBDIVISION: Terrace Above The Greens Subdivision

DATE OF APPLICATION: 6-26-2024

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

Names, Addresses & Phone #s: MHRR LLC, Marshall Trawick
1410 Wedgewood Dr
Jackson, MO 63755

CONTACT PERSON HANDLING APPLICATION:

Contact's Name: Susan Dodds

Contact's Mailing Address: 194 Coker Ln
Cape Girardeau, MO 63701

Contact's Phone: 573.335.3026

ENGINEER / SURVEYOR:

Company Name, Addresses & Phone #: Koehler Engineering and Land Surveying
194 Coker Ln
Cape Girardeau, MO 63701

TYPE OF SUBDIVISION APPLICATION: (check all applicable items)

- | | |
|---|---|
| <input checked="" type="checkbox"/> Preliminary plat approval | <input type="checkbox"/> Final plat approval |
| <input type="checkbox"/> Minor subdivision approval | <input type="checkbox"/> Re-subdivision plat approval |

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

See attached plat

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

- | | |
|--------------------------------------|----------------------------------|
| R-1 Single Family Residential | C-1 Local Commercial |
| <u>R-2</u> Single Family Residential | C-2 General Commercial |
| R-3 One and Two Family Residential | C-3 Central Business District |
| R-4 General Residential | C-4 Planned Commercial District |
| MH-1 Mobile Home Park | CO-1 Enhanced Commercial Overlay |
| 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:

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

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

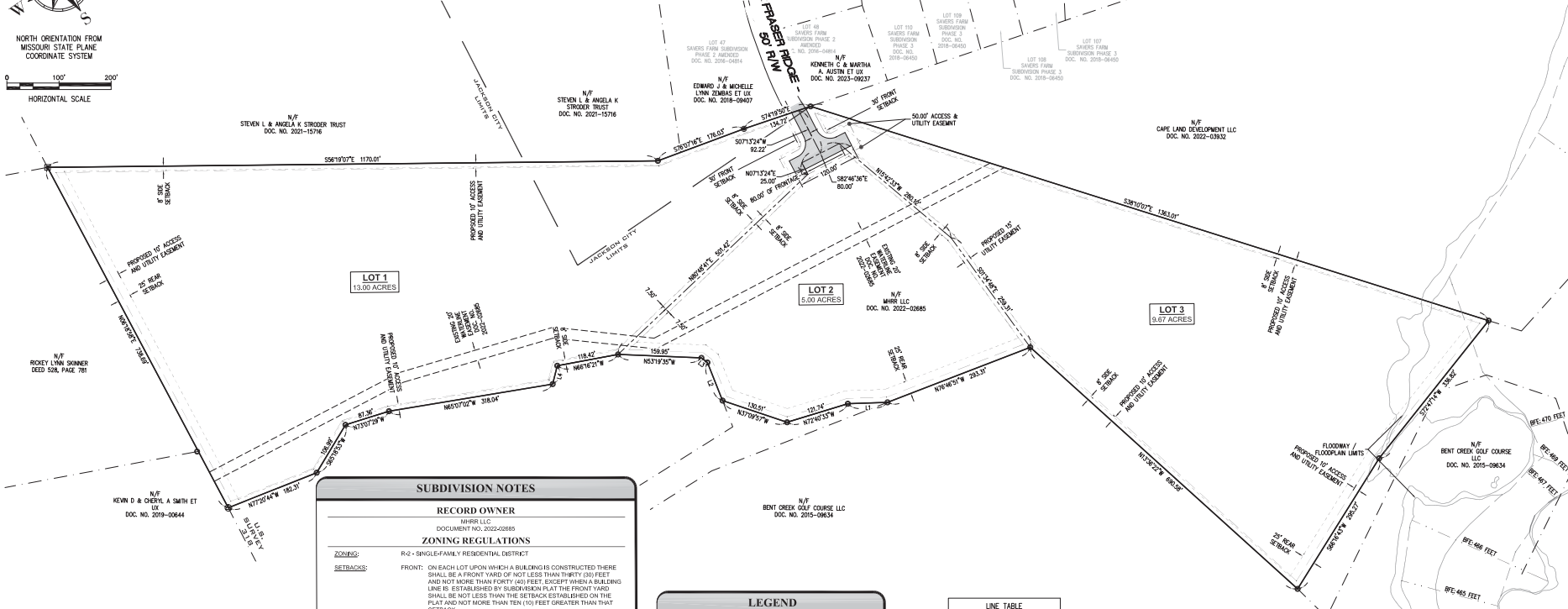
PRELIMINARY PLAT FOR TERRACE ABOVE THE GREENS SUBDIVISION

A PART OF UNITED STATES PRIVATE SURVEY NO. 318, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI



NORTH ORIENTATION FROM
MISSOURI STATE PLANE
COORDINATE SYSTEM

0 100' 200'
HORIZONTAL SCALE



SUBDIVISION NOTES

RECORD OWNER
MWR LLC
DOCUMENT NO. 2022-02885

ZONING REGULATIONS
R-2 - SINGLE-FAMILY RESIDENTIAL DISTRICT

SETBACKS:
FRONT: ON EACH LOT UPON WHICH A BUILDING IS CONSTRUCTED THERE SHALL BE A FRONT YARD OF NOT LESS THAN THIRTY (30) FEET AND NOT MORE THAN FORTY (40) FEET, EXCEPT WHEN A BUILDING LINE IS ESTABLISHED BY SUBDIVISION PLAT THE FRONT YARD SHALL BE NOT LESS THAN THE SETBACK ESTABLISHED ON THE PLAT AND NOT MORE THAN TEN (10) FEET GREATER THAN THAT SETBACK.
REAR: EVERY LOT OR PARCEL OF LAND UPON WHICH A BUILDING IS CONSTRUCTED SHALL HAVE A REAR YARD OF NOT LESS THAN TWENTY-FIVE (25) FEET.
SIDE: ON EACH LOT UPON WHICH A DWELLING IS CONSTRUCTED THERE SHALL BE A SIDE YARD ON EACH SIDE OF NOT LESS THAN EIGHT (8) FEET. ALL BUILDINGS OTHER THAN RESIDENTIAL BUILDINGS AND RESIDENTIAL ACCESSORY BUILDINGS SHALL HAVE A SIDE YARD OF FIFTEEN (15) FEET.

MAXIMUM HEIGHT: THIRTY-FIVE (35) FEET AND NOT OVER TWO AND ONE-HALF (2 1/2) STORIES ABOVE GRADE.
MINIMUM LOT SIZE: NOT LESS THAN EIGHT THOUSAND (8,000) SQUARE FEET AND A WIDTH AT THE FRONT LINE OF NOT LESS THAN SEVENTY-FIVE (75) FEET.
PERCENTAGE OF LOT COVERAGE: SHALL NOT COVER MORE THAN THIRTY (30) PERCENT OF THE AREA OF THE LOT.

OWNER AND DEVELOPER OF PROPOSED SUBDIVISION AND PLAT PREPARED FOR:
MARSHALL TAYLOR
1410 WEDGEWOOD DR.
JACKSON, MISSOURI 63705

LOT SIZES
TOTAL NUMBER OF LOTS: 3 LOTS
LARGEST LOT AREA: (13.00 ACRES)
SMALLEST LOT AREA: (5.00 ACRES)
TOTAL SUBDIVISION AREA: (27.87 ACRES)

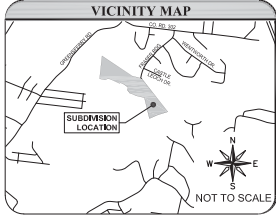
FLOODPLAIN NOTE
NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 2801014E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

PLAT PREPARED BY & SURVEYING SERVICES PROVIDED BY:
KOEHLER ENGINEERING AND LAND SURVEYING, INC.
194 COKER LANE, CAPE GIRARDEAU, MO 63701
(573) 335-3025

LEGEND

- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD
- FOUND 5/8" IRON ROD
- FOUND STONE
- SUBDIVISION BOUNDARY LINE
- NEW LOT LINE
- SETBACK
- EXTERNAL PROPERTY LINE
- EXISTING UTILITY EASEMENT LINE
- NEW ACCESS AND UTILITY EASEMENT LINE

LINE #	DIRECTION	LENGTH
L1	N57°38'43"W	76.09'
L2	N12°39'16"E	78.59'
L3	N18°12'59"W	14.53'
L4	S48°30'25"W	36.27'



KOEHLER
Professional Engineers & Land Surveyors
194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: (573) 335 - 3025 Fax: (573) 335 - 3049
M.O. PLS Corp. Certificate #000262

OWNER BY:	SUSAN OGDON	REV DATE:	09/03/24	DESCRIPTION:	ADDRESS CITY REVIEW COMMENTS	STATUS:	SD
CHECKED BY:	TRAVIS STEFFENS	REV DATE:	10/03/24	DESCRIPTION:	ADDRESS CITY REVIEW COMMENTS	STATUS:	SD
SUBMIT DATE:	OCTOBER 2023	REV DATE:		DESCRIPTION:		STATUS:	
ISSUED DATE:	JUNE 26, 2024	REV DATE:		DESCRIPTION:		STATUS:	
ISSUED BY:	36896	REV DATE:		DESCRIPTION:		STATUS:	

THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JULY 31, 2022.



City of Jackson

September 13, 2024

Mr. Marshall Trawick
MHRR, LLC
1410 Wedgewood Dr
Jackson, MO 63755

RE: Terrace Above the Greens Subdivision – Preliminary Plat

Dear Marshall,

City Departments have completed the review of the Terrace Above the Greens Subdivision preliminary plat and provided the comments below.

Some items will not meet the requirements of the city's Land Subdivision Regulations and, unless brought into compliance, will have to be requested as variances. City staff does not recommend variances, but the Board of Aldermen can approve a subdivision with one or more variances with a 2/3 majority vote of the entire Board of Aldermen after review and a recommendation from the Planning and Zoning Commission. Variances from the Land Subdivision Regulations must be requested by a letter signed by the property owner, clearly stating each variance requested and the hardship of the property that makes the subdivision unable to meet the code. A summary of the items requiring a variance is included at the end of the comments.

PUBLIC WORKS AND BUILDING AND PLANNING DEPARTMENTS

1. The portion of land outside the Jackson City limits needs to be annexed. For information on the annexation process, please get in touch with Director of Administrative Services Rodney Bollinger at 573-243-3568 x 2037.
2. Missing lot lines for Parcel Number 15-101-00-02-011.01-0000 and Parcel Number 15-101-00-02-011.02-0000 need to be shown.
3. Label the checkered area in the lower portion of lot 1.
4. Label the easement for the water line and include the Doc. NO.
5. A variance would be required if privately maintained streets are proposed. The city will provide no street sweeping, plowing, or maintenance of privately maintained streets and the associated storm sewer inlets and pipes.
6. If the street is to be privately maintained, an MOU with the developer will be required to show ownership and maintenance responsibilities.
7. City Land Subdivision Regulations specify the arrangement of streets in new subdivisions. They shall make provisions to continue the principal existing streets in adjoining areas (or other proper projections where adjoining land is not

- subdivided). A variance is required if the extension to the adjoining properties is proposed.
- a. Bent Creek Golf Course LLC. Doc. NO. 2015-09634 Parcel Number 15-101-00-02-011.01-0000
 - b. Bent Creek Golf Course LLC. Doc. NO. 2015-09634 Parcel Number 15-101-00-02-011.02-0000
 - c. Stub out street on lot 1 for connector street between Greensferry Rd and Fraser Ridge.
6. City street specifications for public streets require a minimum street width of 28', with parking restricted to one side. City code prohibits variances from the minimum width, so the street width must be altered to comply with the code.
 - a. Clean up the wording around the hammerhead street to make it more legible.
 7. City street specifications for new residential streets require sidewalks on both sides. A variance would be required if sidewalks are not to be constructed.
 8. The city code prohibits the division of residential lots without a minimum of 75' frontage on a public right of way.
 - a. Unable to read what the lot frontage is.
 - b. Clean up the wording around the hammerhead street to make it more legible.
 9. Please note that access and utility easements between lots will not allow fences to be constructed over them. Although these easements are not typically called out as access easements due to the need to access the water main in the rear of the properties, they are appropriate in this case.
 10. Utility easements between lots must be 15' wide with 7.5' on each lot.
 11. A street with the right-of-way needs to be added from the Fraser Ridge/Eagle Crossing junction to the bottom of lots two and three to allow for future land development the Bent Creek Golf Course LLC owns, as shown on their master plan. Otherwise, these pieces of land will become landlocked.
 12. Show the location of the required detention basin easement and the easement to access the detention basin.
 13. The Villas of West Park, LLC constructed this water main to serve Savers Farm Subdivision Phases 8 & 9. It has not yet been put into service or accepted by the city for permanent maintenance. Prior to acceptance, the developer will need to verify that the water main is within the easement.
 14. The required depth of the water main (including during building development) is 42 inches. This cannot be varied during construction or future landscaping.
 15. Fire hydrants are required every 600 feet, accessible on the street.
 16. For final plans, water service curb stops may be no more than 10' from the main.
 17. Sanitary sewer is available on Lot 3. City code requires that all lots be provided with city sanitary sewer service. A variance would be required if other sanitary sewage disposal is proposed for the other lots.
 18. The city does not have electric service available in this area. Ameren will need to provide it. Please contact them to coordinate the installation of electric service.
 19. How is trash service proposed to be picked up on these private streets?

Trawick

3

September 9, 2024

20. The following items should not be included on a preliminary plat and need to be removed:
- a. Subdivision dedication block

NOT TO CODE / VARIANCES REQUIRED

1. Privately maintained streets.
2. Fraser Ridge does not extend to the adjacent undeveloped properties.
3. Sidewalk requirement for each side of the street.
4. Septic instead of sewer main extension.
5. Lot lines are not perpendicular or radial to the right of way.

Please have your engineer address the above comments and provide a digital copy of the revised plat. No revised printed copy needs to be provided for this preliminary phase since I will print small copies for the upcoming meeting packets.

If you have any questions, please contact me at 573-243-2300 x 2029 or lmiller@jacksonmo.org.

Respectfully,

Larry Miller
Building and Planning Manager

cc. Koehler Engineering and Land Surveying (Susan Dodds)



KOEHLER ENGINEERING & LAND SURVEYING, INC.

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

Oct. 2, 2024

Mr. Larry Miller
Building and Planning Manager
City of Jackson, Missouri
101 Court Street
Jackson, Missouri 63755
Via email @ lmiller@jacksonmo.org

RE: Terrace Above the Greens Subdivision – Preliminary Plat

Mr. Miller,

This communication is in regards to the City staff comments and concerns regarding the above referenced proposed development. In particular, this response is related to your letter of Sept. 13.

Due to the location of the property, the development options are somewhat limited. The presence of Bent Creek along the southern and eastern limits prohibits the probable extension of roadways and utilities into those areas, and there is only a single access point to the development at present.

The developer desires to create a unique, very desirable, low density residential enclave within the City, but due to the existing location, topography, and availability of utilities and access, he is requesting several variances from the City's ordinances from the city's development code. Responses to your comments, and request for variances where appropriate, are indicated in the following list:

With regard to general comments, we offer the following (The numbers correspond to the comment numbers of your letter):

- 1) The Developer desires to annex the balance of the property to the City limits in conjunction with the record plat of the proposed subdivision. If this plat is approved through P&Z, the annexation petition will be filed immediately thereafter.
- 2) The missing parcel lines have been added to the preliminary plat.
- 3) The checkered area has been removed. This area was for proposed detention, however after our meeting in August it was discussed that if we decreased the density to a total of three lots, a waiver for detention would be considered. See additional comments on item #12.
- 4) This easement has been labeled.
- 5) The Developer is requesting a wavier to provide private streets. The Developer is aware that private streets would require private street sweeping, plowing, and maintenance of all infrastructure. He is proposing to create a homeowners association that would bear these responsibilities, and each lot would pay a pro-rata share of all costs associated with infrastructure maintenance. The street would be constructed in accordance with City standards. We are requesting variances for this, see discussion later in this submission.
- 6) The Developer is prepared to enter into a MOU that will outline ownership and maintenance responsibilities, and this MOU will be incorporated into the HOA responsibilities.
- 7) We are requesting variances for the extension of the streets to adjacent property lines, see discussion later in this submission.
 - a. The development will provide a turn around at the end of an existing dead end street, with three homes accessing the street from the turn-around.



- b. The turn-around will be a hammerhead configuration meeting the requirements of the international fire code.
 - c. This was discussed with City staff in our recent meeting and I understood that the staff would support this as long as we limited the number of lots to no more than 3 lots.
- 6) The street width has been revised to indicate 28' pavement.
- 7) We are requesting variances for the provision of sidewalks. There are no sidewalks to connect to, and if the other variances are allowed for street extension, there is no probability that there ever would be a route to extend the sidewalks to.
- 8) Each of the lots has over 75 feet of frontage on the private roadway. The lot lines do extend to the center of the street, as the HOA will be responsible for street maintenance.
- 9) This has been indicated.
- 10) These easements have been added.
- 11) As noted in our meeting, we are requesting this variance. It is not cost effective for either development to extend the street to the boundary of the subdivision, and in the event that this is required, the property would just develop as a single lot, and no street extension would be required under that scenario.
- 12) In accordance with discussions in our meeting, we are requesting a variance from providing detention on this lot. Splitting this land into three tracts will have minimal impact on runoff, and we are requesting a waiver from requiring stormwater detention within this development.
- 13) The developer is willing to create deed restrictions for each lot that will prohibit excavation over the existing water line which would reduce the required cover.
- 14) We will have the exact line of the main located and verify that it is within the easement, or if needed, we will grant a new easement should the main be found to be outside the existing easement.
- 15) If this plat is approved by P&Z, we would propose to extend a main along one of the lot lines (between lots 2 and 3) to the street easement. Since there is less than 600 feet of street frontage, one hydrant would be sufficient.
- 16) We would run a short main along the street frontage, generally across the full frontage of lot 2, which would provide a meter location and curb stop within 10 feet of the main along the frontage.
- 17) Lot 3 would connect to the sanitary sewer. In accordance with our discussions during our meeting, lots 1 and 2 would have septic systems.
- 18) The developer has contacted Ameren UE and they are willing to provide power for the proposed lots.
- 19) Trash service will be handled through a private contractor.
- 20) This block has been removed.

With regard to variances, the following paragraphs outline the variance requests and supporting statements for each variance.

- 1) **Privately owned / maintained streets:** This development parcel is unique as it is connected to the Bent Creek Golf Course on two sides, which eliminates or severely restricts the probability of future growth in those directions. Access to the site is via an existing privately maintained roadway which is not part of the City's system. Since the roadways do not connect to existing City of Jackson roadways, it would be out of the way for city crews to service this area. Additionally the developer wishes to create a very private and exclusive enclave for their residents, and as such, the developer wishes to put in a private street with the potential provision for an entry gate, although that is not



- proposed at the present time. In the event the entry gate is approved in the future, provisions would be made for auto opening for emergency services vehicles, etc. For all of these reasons, the developer is requesting a variance from the code to allow for a private street.
- 2) In conjunction with the request for a private street, the developer requests that no street be extended to the development perimeter. This is in keeping with the nature of the private street nature and feel desired for the development. This was discussed with City Staff, and we understood that if we limited the number of lots to 3 or fewer, this could be supported. With the streets being private and privately maintained, the developer and future owners would want to eliminate traffic within the development that was not for residents within the development.
 - 3) The developer requests a variance for the construction of sidewalks. There would be no sidewalks to connect to, and if the 2nd variance above is allowed, never would be. The construction of an isolated segment a few hundred feet long to provide sidewalks to serve only 3 lots does not seem appropriate.
 - 4) Due to the cost of extending sanitary sewers to serve lots 1 and 2, and in consideration of the large size of these lots, we are requesting a variance to allow lots 1 and 2 to be served by private septic systems.
 - 5) We are requesting a variance for the non-perpendicular lot lines. That requirement is typically to allow for regular platting of lots, and is would not be considered critical for large tracts such as proposed in this instance.

We believe if we can have some accommodations / variances from city staff and P&Z officials from certain requirements of the Development Code, we can create a wonderful residential housing addition to the City of Jackson that will provide a quality living environment within the City despite the challenges associated with the development of this parcel.

If you need any further information, have any questions, or I can be of any further assistance in any capacity, please contact me at your earliest convenience.

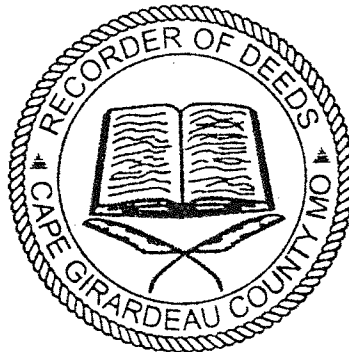
Best Regards,

KOEHLER ENGINEERING &
LAND SURVEYING, INC.

A handwritten signature in blue ink, appearing to read 'Chris Koehler', written in a cursive, flowing style.

Chris Koehler, PE, PLS

**eRecorded
DOCUMENT #
2022-02685**



**ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
03/11/2022 01:12:59 PM
REC FEE: 30.00
PAGES: 3**

WARRANTY DEED

This Warranty Deed made and entered into this 11th day of March, 2022, by and between **LITZ BROTHERS, INC., a Missouri Corporation a/k/a LITZ BROS., INC.**, hereinafter referred to as **GRANTOR**, and **MHRR LLC, a Missouri Limited Liability Company**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is: 130 Quarterback Ridge, Jackson, MO 63755.

WITNESSETH: The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

See Attached Exhibit "A"

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns FOREVER, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claimed title; and that it will warrant and defend the title to said premises unto the said Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand the day and year first above written.

GRANTOR:

LITZ BROTHERS, INC., a Missouri Corporation

BY: Robert Litzelfelner
Robert Litzelfelner, President

ATTEST:

BY: Mike L. Litzelfelner
Mike L. Litzelfelner, Secretary/Treasurer

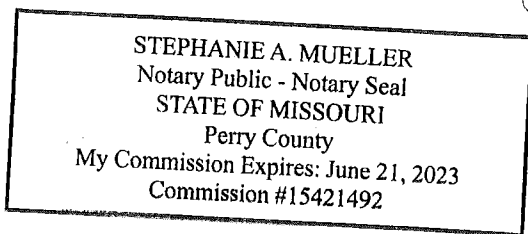
STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

On this 11 day of March, 2022, before me personally appeared **Robert Litzelfelner, President and Mike L. Litzelfelner, Secretary/Treasurer of LITZ BROTHERS, INC., a Missouri Corporation a/k/a LITZ BROS., INC.**, to me known to be the person described in and who executed the within Warranty Deed, in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Stephanie A. Mueller

Notary Public
My commission expires:



2202136

Exhibit A

A PART OF UNITED STATES PRIVATE SURVEY NO. 318, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A STONE (FOUND) ON THE WEST LINE OF U.S.P.S. 318, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED IN DOCUMENT NO. 2010-09594, FROM WHICH A ½" IRON PIN (FOUND) AT THE SOUTHEAST CORNER OF U.S.P.S. 183 BEARS, S 06° 19' 07" W, 5,746.35 FEET; THENCE S 56° 04' 34" E, 1,168.67 FEET ALONG THE SOUTH LINE OF SAID TRACT RECORDED IN DOC. 2010-09594 TO A ½" IRON PIN (SET) AT THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED IN DOCUMENT NO. 2014-05062; THENCE ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING COURSES AND DISTANCES:

S 76° 14' 31" E, 177.45 FEET TO A ½" IRON PIN (SET); THENCE S 74° 28' 31" E, 133.23 FEET TO A ½" IRON PIN (SET); THENCE S 38° 20' 01" E, 1,363.88 FEET TO A ½" IRON PIN (SET); THENCE LEAVING SAID SOUTH LINE, S 72° 47' 14" W, 336.82 FEET TO A ½" IRON PIN (SET); THENCE S 66° 16' 43" W, 295.27 FEET TO A ½" IRON PIN (SET); THENCE N 13° 36' 22" W, 690.58 FEET TO A ½" IRON PIN (SET); THENCE N 76° 46' 51" W, 293.31 FEET TO A ½" IRON PIN (SET); THENCE N 57° 38' 43" W, 76.09 FEET TO A ½" IRON PIN (SET); THENCE N 72° 40' 33" W, 121.74 FEET TO A ½" IRON PIN (SET); THENCE N 37° 09' 57" W, 130.51 FEET TO A ½" IRON PIN (SET); THENCE N 12° 39' 16" E, 78.59 FEET TO A ½" IRON PIN (SET); THENCE N 18° 12' 59" W, 14.53 FEET TO A ½" IRON PIN (SET); THENCE N 53° 19' 35" W, 159.95 FEET TO A ½" IRON PIN (SET); THENCE N 66° 16' 21" W, 118.42 FEET TO A ½" IRON PIN (SET); THENCE S 48° 30' 25" W, 36.27 FEET TO A ½" IRON PIN (SET); THENCE N 65° 07' 02" W, 318.04 FEET TO A ½" IRON PIN (SET); THENCE N 73° 07' 29" W, 87.36 FEET TO A ½" IRON PIN (SET); THENCE S 65° 18' 53" W, 106.99 FEET TO A ½" IRON PIN (SET); THENCE N 77° 20' 44" W, 182.31 FEET TO A ½" IRON PIN (SET) ON THE WEST LINE OF U.S.P.S. 318; THENCE N 06° 19' 07" E, 739.57 FEET ALONG THE WEST LINE OF SAID SURVEY TO THE POINT OF BEGINNING, CONTAINING 27.55 ACRES, MORE OR LESS.

2202136

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Friday, November 01, 2024
Re: Recommendation to Reject the Bid of Heartland Coca-Cola

On September 11 and 18, bids were solicited for the Soccer Park Vending Services Program. Sealed bids were opened on September 24, with Heartland Coca-Cola being the only bidder. Along with their bid, Heartland Coca-Cola submitted an additional Equipment Placement Agreement and Terms and Conditions of Sale document. After review of the additional documents by staff, the City Attorney, and MIRMA, it was determined that the additional documents contained language that was not in the best interest of the City to agree to. Recommendations for changes to the agreement were sent to Heartland Coca-Cola, to which the City has not received a response.

Due to the inability to reach an agreement, it is my recommendation to reject the bid of Heartland Coca-Cola for the Soccer Park Vending Services Program.

BILL NO. 24-____

ORDINANCE NO. 24-____

AN ORDINANCE ACCEPTING THE PLAT OF KIMBELAND PLACE SUBDIVISION; 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, Steven E. Sebaugh and Linda M. Sebaugh, husband and wife, have platted Kimbeland Place Subdivision, a Resubdivision of Lots 16, 17 and the south half of Lot 18 of Country Club Place Subdivision, as 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 a Resubdivision of Lots 16, 17 and the south half of Lot 18 of Country Club Place Subdivision, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and 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: November 4, 2024.

SECOND READING: November 4, 2024.

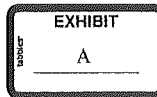
PASSED AND APPROVED this 4th day of November, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

(SEAL) CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk



24-0370

SUBDIVISION APPLICATION FORM

City of Jackson, Missouri

NAME OF SUBDIVISION: KIMBELAND PLACE SUBDIVISION

DATE OF APPLICATION: 9-16-2024

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

Names, Addresses & Phone #s:

Steven Sebaugh and Linda M. Sebaugh, Husband and Wife
1508 Kimbeland, Jackson, MO 63755

CONTACT PERSON HANDLING APPLICATION:

Contact's Name: STEVEN SEBAUGH Steven E. Sebaugh

Contact's Mailing Address: 1508 Kimbeland Drive
Jackson, MO 63755

Contact's Phone: 573-450-1691

ENGINEER / SURVEYOR:

Company Name, Addresses & Phone #: RICHARDS LAND SURVEYING
1813 GREENBRIER DRIVE
CAPE GIRARDEAU, MO., 63701
573-339-7473

TYPE OF SUBDIVISION APPLICATION: (check all applicable items)

- | | |
|--|---|
| <input type="checkbox"/> Preliminary plat approval | <input checked="" type="checkbox"/> Final plat approval |
| <input checked="" type="checkbox"/> Minor subdivision approval | <input type="checkbox"/> 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):

- | | |
|--------------------------------------|----------------------------------|
| <u>R-1</u> Single Family Residential | C-1 Local Commercial |
| <u>R-2</u> Single Family Residential | C-2 General Commercial |
| R-3 One and Two Family Residential | C-3 Central Business District |
| R-4 General Residential | C-4 Planned Commercial District |
| MH-1 Mobile Home Park | CO-1 Enhanced Commercial Overlay |
| 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:

Building & Planning Manager
City of Jackson
101 Court Street
Jackson, MO 63755

Ph: 573-243-2300 ext. 2029
Fax: 573-243-3322
Email: lmiller@jacksonmo.org

Location Map



Date: 8/2024
By: T Chaffin

RICHARDS LAND SURVEYING
1813 GREENBRIER DR., CAPE GIRARDEAU, MISSOURI
PHONE & FAX: (573) 339-7473

GENERAL WARRANTY DEED (Individual)

00021626

This Deed, Made and entered into this 27TH day of JUNE, 2000, by and between Morton B. Estes and Lillian R. Estes, Husband and Wife

of the County of Cape Girardeau, State of Missouri, party or parties of the first part, and STEVEN SEBAUGH AND LINDA M. SEBAUGH, HUSBAND AND WIFE

MAILING ADDRESS: 1508 KIMBELAND, JACKSON, MO 63755 BOOK 1066 PAGE 262
of the County of Cape Girardeau, State of Missouri party or parties of the second part. 007799

WITNESSETH, that the said party or parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid by the said party or parties of the second part, the receipt of which is hereby acknowledged, does or do by these presents GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the said party or parties of the second part, the following described Real Estate, situated in the County of Cape Girardeau and State of Missouri, to-wit:

Lots Sixteen (16) and Seventeen (17) of Country Club Place Subdivision in the City of Jackson, County of Cape Girardeau, Missouri, as shown by plat recorded in Plat Book 11 at page 19.

That portion of Lot Eighteen (18) of Country Club Place Subdivision in the City of Jackson, County of Cape Girardeau, Missouri, as shown by plat recorded in Plat Book 11 at page 19, described as follows: Start at the southwest corner of said Lot No. 18, the place of beginning; thence South 80 degrees 54' East with the south line of said Lot No. 18, 176.53 feet to the southeast corner of said Lot No. 18; thence North 26 degrees 01' East, 47.03 feet; thence North 80 degrees 54' West, 189.32 feet to a point on the west line of said Lot No. 18; thence South 10 degrees 14' West, 45.0 feet to the place of beginning.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will WARRANT AND DEFEND the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2000 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Morton B. Estes Lillian R. Estes
Morton B. Estes Lillian R. Estes

STATE OF MISSOURI } ss. On this 27TH day of JUNE, 2000.
County of Cape Girardeau }

Lots Sixteen (16) and Seventeen (17) of Country Club Place Subdivision in the City of Jackson, County of Cape Girardeau, Missouri, as shown by plat recorded in Plat Book 11 at page 19.

That portion of Lot Eighteen (18) of Country Club Place Subdivision in the City of Jackson, County of Cape Girardeau, Missouri, as shown by plat recorded in Plat Book 11 at page 19, described as follows: Start at the southwest corner of said Lot No. 18, the place of beginning; thence South 80 degrees 54' East with the south line of said Lot No. 18, 176.53 feet to the southeast corner of said Lot No. 18; thence North 26 degrees 01' East, 47.03 feet; thence North 80 degrees 54' West, 189.32 feet to a point on the west line of said Lot No. 18; thence South 10 degrees 14' West, 45.0 feet to the place of beginning.

Subject to Building lines, easements, restrictions and conditions of record, if any, and to any zoning law or ordinance affecting the herein described property.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever.

The said party or parties of the first part hereby covenanting that said party or parties and the heirs, executors, administrators and assigns of such party or parties, shall and will **WARRANT AND DEFEND** the title to the premises unto the said party or parties of the second part, and to the heirs and assigns of such party or parties forever, against the lawful claims of all persons whomsoever, excepting, however, the general taxes for the calendar year 2000 and thereafter, and special taxes becoming a lien after the date of this deed.

IN WITNESS WHEREOF, the said party or parties of the first part has or have hereunto set their hand or hands the day and year first above written.

Morton B. Estes
Morton B. Estes

Lillian R. Estes
Lillian R. Estes

STATE OF MISSOURI
County of Cape Girardeau

} ss. On this 27TH day of JUNE, 2000.

before me personally appeared Morton B. Estes and Lillian R. Estes, Husband and Wife, to me known to be the person or persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

My term expires:

JOE E. BALDWIN
JOE E. BALDWIN
Notary Public - Notary Seal
State of Missouri
Cape Girardeau County
My Commission Expires January 30 2004

BOOK 1066 PAGE 263

Filed for Record
9.18
JUN 28 2000
Janet Robert, Recorder
Cape Girardeau County
Jackson, Mo.

\$21.00 chg

Metro

STATE OF MISSOURI }
County of Cape Girardeau, } SS

I hereby certify that this instrument
was FILED FOR RECORD at the date
and time shown hereon and is recorded in
Book. 1066 Page. 263

JANET ROBERT
Recorder of Deeds
By Vickie Huebner Deputy

**CITY OF JACKSON, MISSOURI
PAVILION #2 REPLACEMENT PROJECT
BID SHEET**

Note: Please return this page as a cover sheet with each copy of your submittal.

Putz Construction, LLC proposes to furnish all labor, equipment, and materials for the PAVILION #2 REPLACEMENT PROJECT and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

LUMP SUM BID:

\$ 49,694.45 proposed amount for the Pavilion #2 Replacement Project

The undersigned, an authorized agent of his/her company, hereby certifies:

☒ familiarization with all terms, conditions, and specifications herein stated; and

☒ company is qualified to perform work and services as included.

Submitted on October, 8th, 2024.

Name of company: Putz Construction, LLC

Business address: 4694 State Hwy 72 Jackson, MO 63755

Phone number: 573-243-6164

Fax number: _____

Michael Putz
Signature of Contractor's Authorized Representative

Michael Putz
Printed Name of Contractor's Authorized Representative

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 *PUTZ CONSTRUCTION, LLC, OF MILLERSVILLE, MISSOURI*, RELATIVE TO THE *PARK PAVILION #2 REPLACEMENT 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 **Putz Construction, LLC, of Millersville, 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: November 4, 2024.

SECOND READING: November 4, 2024.

PASSED AND APPROVED this 4th day of November, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of _____, 20 _____,

by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **PUTZ CONSTRUCTION, LLC** hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the Pavilion #2 Replacement Project to be completed for the City located in the Jackson City Park.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amount named in the proposal/bid from the Contractor dated October 8, 2024, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

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

\$49,694.45
(figures)

Forty-nine thousand, six-hundred ninety-four dollars and forty-five cents.
(words)

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

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Putz Construction, LLC
Contractor Name

Michael Putz
Signature

Michael Putz
Printed Name

Owner
Title

ATTEST:
Roni L. Putz
Signature
Roni L. Putz
Printed Name
Office Manager
Title

Address:
4694 State Hwy 72
Jackson, MO 63755

NOTICE TO BID**CITY OF JACKSON, MISSOURI
PAVILION #2 REPLACEMENT PROJECT**

Notice is hereby given that separate sealed bids under the Pavilion #2 Replacement Project to serve the City of Jackson will be received in the office of the City Clerk at City Hall, 101 Court Street, Jackson, Missouri 63755, until 10:30 a.m. (prevailing local time) on Tuesday, October 8, 2024. Bids will be publicly opened and read aloud at that time. The envelopes containing the bids must be sealed, addressed, and designated as bids for the "Pavilion #2 Replacement Project; Attn: City Clerk".

The purpose of this program is to demolish, remove, and replace a pavilion in the Jackson City Park.

A pre-bid meeting will be not be held. At a minimum, prospective bidders are recommended to visit the City Park pavilion site before submitting a bid.

The Bid Specifications, Site Description, Contract Agreement, Bid Sheet, and other documents may be examined at City Hall in the office of the Public Works Department or a copy may be requested by calling (573) 243-2300.

Physical copies of the Bidding Documents may be in the Public Works office at City Hall (101 Court Street). Electronic copies of the Bidding Documents may also be obtained by filling out the online form on the City of Jackson website: www.jacksonmo.org.

The City may issue addenda as may be necessary in the best interest of the City of Jackson. The City reserves the right to waive any informalities or to reject any or all bids. If a contract award is made, it will be made to the lowest and best, responsive, responsible bidder.

All questions should be directed to Jason Lipe by email at jlipe@jacksonmo.org, or phone at (573) 204-8848.

Jason Lipe
Parks and Recreation Director

Publication Date: September 25 & October 2, 2024

**CITY OF JACKSON, MISSOURI
PAVILION #2 REPLACEMENT PROJECT
SPECIFICATIONS AND PROPOSAL DOCUMENTS**

These Specifications are included in and are a part of the Proposal Documents for this program.

SCOPE OF WORK: The Pavilion #2 Replacement Project will include a 20' x 48' pavilion including demolition and removal of the existing pavilion, and all parts and installation of a new pavilion.

LOCATION OF WORK: Jackson City Park – Wimbledon Drive. See Exhibit A for the Location Map.

MATERIAL SPECIFICATIONS:

Fortify Building Solutions building package (Project RF24-157; provided)

The building Package includes:

14 Post Brackets (On Top of Concrete)

(ALL) Trusses 8' on center - Sheeted BOTH Sides (Bird Free)

Sidewalls Sheeted Exterior Side - 2' Down Even with Trusses

Interior Ceiling Sheeted Between Trusses - (Bird Free)

Roof material: Ivy Green 29 gauge panel

Purlins: 2 in x 6 in #2 yellow pine on edge

Subfascia: (none)

Fascia: trim 29 soffit pole barn eave trim res

Soffit: trim 29 z soffit trim res

Wall material: ivy green 29 gauge panel

Top of wall: trim 29 soffit panel cap trim res

Exterior carrier: 2 in x 6 in #2 yellow pine

Exterior wall girts: 2 in x 6 in #2 yellow pine

Corner posts: 6 in x 6 in treated post

Intermediate posts: 6 in x 6 in treated post

4/12 truss system

Heel height: 0'

Truss spacing: 120 in. on center

Brace per truss manufacturer's recommendations

Truss loading: (none)

Ceiling material: (none)

Ceiling purlins: (none) flat

Slab depth 0' 4"

Foundation notes:

Thick edge slab: 0' x 1' 4" width

Spread footing: 3' x 3' width

Fastener: (none)

Base: (none)

Uplift: (none)

WORK DAYS/TIMES: All work shall be performed during the work week of Monday through Friday from 7:00 a.m. through 6:00 p.m.

NOT-TO-EXCEED CONTRACT PRICE: The Contractor shall furnish all labor, equipment, and materials for the Program and to perform all related work as provided for and in accordance with the specifications and proposal documents for a cost-not-to-exceed price as indicated on the proposal sheet. The total compensation to be paid to the Contractor for the performance of the work is a maximum amount and may be reduced during the course of performance of the work based upon the individual unit price values provided to the City by the Contractor on the proposal sheet, subject to the approval of the Parks & Recreation Director.

NO GUARANTEE OF WORK: Any award of a proposal shall not obligate the City in any way to use any of the services listed herein or to use the Contractor for any certain period of time. In addition, the City shall not be liable for damages to the Contractor in the event that the City does not use any services proposed herein.

COMMUNICATIONS: The Contractor shall be responsive to City communications via phone, text, email, or in person.

PERMITS AND LICENSES: The Contractor shall, at its own cost, secure all permits and licenses required by City Code and State Statute and give all notices necessary and incidental to lawful prosecution of the work.

LAWS TO BE OBSERVED: The Contractor shall at all times observe and comply with the National Electric Code, all Federal and State Laws and regulations, and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and location of the work, the confirmation of the ground, the character, quality, and quantities of the work necessary, the character of the equipment and facilities needed for the execution of work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

PROTECTION OF WORK AND PROPERTY: Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property.

TERMINATION: The City reserves the right to terminate work with the Contractor at any time for any reason.

COMPLETION DATE: The Contractor shall complete all work within 120 days of contract award, unless otherwise agreed to in writing by both Contractor and City.

PAYMENT: Payment shall be made in one (1) lump sum following the completion of the Project.

REQUIRED INSURANCE: Successful Contractor must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement, at which time the contract may be awarded to the next lowest bidder.

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to services provided under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Owner naming the Owner as an additional insured shall also be required.

No provision of this agreement shall constitute a waiver of the City of Jackson's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

BID SHEET: The Contractor must prepare and submit a completed Bid Sheet. By signing, the contractor acknowledges the agreement with the general specifications, conditions, and contract requirements.

QUALIFICATIONS: To ensure a high-quality level of operations during this program, Bidders must demonstrate minimum experience and qualifications. Upon request, bidders must provide evidence of experience in successfully operating and managing this type of business.

CHOICE OF LAWS AND VENUE: This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

WARRANTY: Contractor will issue a one-year labor and material warranty for workmanship. If there is a failure, the Contractor will provide free labor and material to correct these problem(s).

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may not be changed or terminated only by an instrument in writing signed by the party against whom

enforcement of such change or termination sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

OCCUPATION SAFETY AND HEALTH ADMINISTRATION (OSHA) TRAINING: In accordance with Section 292.675 of the Revised Statutes of Missouri, Contractors and Subcontractors who agree to provide Work under this Contract must provide a ten-hour OSHA construction safety program or other similar program approved by the Department of Labor and Industrial Relations of the State of Missouri to be completed by their on-site employees within 60 days of beginning Work under this Contract. Documentation of compliance with this provision shall be provided to the Owner within 65 days of beginning Work under this Contract.

VERIFICATION OF EMPLOYMENT ELIGIBILITY: Notice is hereby given that Section 285.530 of the Revised Statutes of Missouri requires that no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Any business entity providing work under any contract in excess of \$5,000.00 shall participate in a federal work authorization program (such as E-Verify) and shall provide documentation of such participation to the Owner.

EXHIBIT INDEX

EXHIBIT A – Location Map



Pavilion #2 – Jackson City Park
Wimbledon Drive

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE VACATING AN EASEMENT LOCATED IN THE CITY OF JACKSON, MISSOURI; SPECIFICALLY DESCRIBING SAID EASEMENT; TRANSFERRING TITLE OF SAID AREA TO THE OWNER OF RECORD; AUTHORIZING THE MAYOR AND CITY CLERK TO TRANSFER SAID AREA; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Terry W. Young, has requested vacation of the following described area in the City of Jackson, Missouri (see attached Exhibit A), to-wit:

A ten-foot-wide Sewer, Utility & Drainage Easement lying on the west side of the following described line:

Beginning at the northeast corner of Lot no. 83 of Trail Ridge III Subdivision, as recorded in the land records of the Cape Girardeau County Recorder of Deeds office, in plat book no. 16 at page no. 32; thence in a southerly direction along the east line of said Lot no. 83, a distance of 120 feet to the southeast corner of said lot, and there terminating.

The sidelines of said easement being prolonged and shortened to terminate at the south right of way line of Smith Trail and the south property line of said Lot no. 83.

Real Estate described as set forth in Exhibit A attached hereto and incorporated herein by reference as if fully set forth.

(This description was prepared by Rodney W. Bollinger, City of Jackson, 101 Court St., Jackson, Missouri 63755, and examined by Curtis O. Poore, The Limbaugh Firm, 407 N. Kingshighway, Suite 400, Cape Girardeau, MO 63701, without the benefit of a professional engineer or surveyor. The description herein was furnished by the parties herein and the individuals preparing this instrument do not certify the accuracy of it.)

and,

WHEREAS, the Board of Aldermen deems it in the best interest of the City of Jackson, Missouri, that said area be vacated.

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

Section 1. That the above-described area be, and that the same is hereby, vacated.

Section 2. That the Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest the signature of the Mayor on any instruments necessary for the vacation of said area.

Section 3. That the City Clerk is hereby directed to record a copy of this ordinance with the Recorder of Deeds, Cape Girardeau County, Missouri.

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

FIRST READING: November 4, 2024.

SECOND READING: November 4, 2024.

PASSED AND APPROVED this 4th day of November, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

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