



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, December 01, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**CALL TO ORDER**

**INTRODUCTION OF GUESTS/VISITORS**

**ADOPTION OF AGENDA**

1. Motion adopting the Regular Meeting Agenda.

**APPROVAL OF MINUTES**

2. Motion approving the Minutes of the Regular Meeting of November 17, 2025.

**FINANCIAL AFFAIRS**

3. Motion approving the list of bills paid for the previous month.

**ACTION ITEMS**

**Power, Light, and Water Committee**

4. Motion approving Change Order No. 1, in the amount of \$10,394.00, to Riverside Roofing Company, LLC, of Cape Girardeau, Missouri, relative to the Combined Roof Repairs Project.
5. Motion terminating a contractual agreement with IDS, Inc., of Carrollton, Missouri, relative to providing services under the Removal of Worthington Generator Engine Parts.
6. Bill proposing an Ordinance approving a Memorandum of Understanding with the County of Cape Girardeau, Missouri, relative to the Joint Use and Operation of the Cape Girardeau County Emergency Operations Center.

**Street, Sewer, and Cemetery Committee**

7. Motion approving Change Order No. 1, to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, relative to the revised Traffic Control Plan for the Roundabout Project at North High Street and Deerwood Drive.
8. Motion accepting the bid of Penzel Construction Company, Inc., of Jackson, Missouri, in the amount of \$11,764,000.00, relative to the Wastewater Treatment Plant Improvements Project.
9. Bill proposing an Ordinance authorizing a contractual agreement with Penzel Construction Company, Inc., relative to the Wastewater Treatment Plant Improvements Project.

## **NON-AGENDA CITIZEN INPUT**

### **INFORMATION ITEMS**

10. Report by Mayor
11. Reports by Board Members
12. Report by City Attorney
13. Report by City Administrator

### **EXECUTIVE SESSION**

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

### **ADJOURN**

Posted on 11/25/2025 at 4:00 PM.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, November 17, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Katy Liley, Mike Seabaugh, Eric Fraley, Mark Unger, David Reiminger, Shana Williams, and Wanda Young. Present-7; Absent-1: Steve Stroder

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

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

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

Motion to Adopt the Agenda )

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

Motion to Approve the Minutes of the )  
 November 3, 2025, Regular Board )  
 Meeting )

Motion made by Alderwoman Liley, seconded by Alderman Unger, to approve the minutes of the preceding Regular Board Meeting of Monday, November 3, 2025. Ayes-7; Nays-0; Absent-1.

Motion to Approve the City Collector's )  
 Electric, Water & Sewer, Taxes & )  
 Licenses, and Refuse Report for )  
 October, 2025 )

Motion made by Alderman Unger, seconded by Alderwoman Young, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for October, 2025. Ayes-7; Nays-0; Absent-1.



## CITY OF JACKSON

### MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, November 17, 2025 at 6:00 PM  
Board Chambers, City Hall, 101 Court St.

### MINUTES

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,550,194.56	368,464.49	250,069.32	68,603.26	-	2,237,331.63
Penalties	4,890.86	1,117.82	875.68	244.47	-	7,128.83
Sales Tax	42,470.98	9,814.97	-	-	-	52,285.95
Disconnect Fees	300.00	-	-	-	-	300.00
Returned Transaction Fees	420.00	-	-	-	-	420.00
Customer Relocation Fees	-	-	-	-	250.00	250.00
Trash Stickers	-	-	-	1,339.00	-	1,339.00
<b>UTILITY COLLECTIONS</b>	<b>1,598,276.40</b>	<b>379,397.28</b>	<b>250,945.00</b>	<b>70,186.73</b>	<b>250.00</b>	<b>2,299,055.41</b>
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
<b>NET UTILITY COLLECTIONS</b>	<b>1,598,276.40</b>	<b>379,397.28</b>	<b>250,945.00</b>	<b>70,186.73</b>	<b>250.00</b>	<b>2,299,055.41</b>
Business/Contractor Licenses	-	-	-	-	385.00	385.00
Event Fees/Misc. Charges	-	-	-	-	-	-
<b>NON-UTILITY COLLECTIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>385.00</b>	<b>385.00</b>
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	1,752.22
Cash in bank	-	-	-	-	-	2,301,192.63
Missouri Sales Tax payment	(42,470.98)	(9,814.97)	-	-	-	(52,285.95)
<b>TO CITY TREASURER</b>					<b>\$</b>	<b>2,248,906.68</b>

Respectfully Submitted,



City Collector



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, November 17, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Motion to Approve the October, 2025 )  
 City Clerk's and Treasurer's Reports )

Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the City Clerk's and Treasure's Reports for October, 2025. Ayes-7; Nays-0; Absent-1.

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

<u>ELECTRIC</u>	1,200.00
<u>WATER</u>	5,490.00
<u>WASTEWATER</u>	0.00
<u>GENERAL REVENUE</u>	37,812.90
<u>LANDFILL</u>	1,960.45
<u>CEMETERY</u>	7,825.00
<u>PARK</u>	1,653.05
<u>PARK FOUNDATION</u>	2,000.00
<u>RECREATIONAL DEVELOPMENT</u>	17,440.00
<u>STORMWATER MAINTENANCE FUND</u>	212.02
<u>TRUST &amp; AGENCY</u>	15,600.00
<u>HEALTH INSURANCE FUND</u>	1,742.74
<u>INMATE SECURITY FUND</u>	0.00
<u>TRANSPORTATION SALES TAX</u>	1,119.10
<u>RECREATIONAL SALES TAX FUND</u>	12,311.00
<u>REPORT TOTAL</u>	<hr/> 106,366.26

***Water & Light Deposit Accounts***  
**OCTOBER, 2025**

<b>Beginning Balance October 1, 2025:</b>	\$280,800.96
<b>TOTAL DEPOSITS</b>	\$17,886.08
<b>TOTAL REFUNDS</b>	\$10,111.75
<b>Ending Balance October 31, 2025:</b>	\$288,575.29

<i>Balance Consists of :</i>	
Checking Account for US Bank	\$78,575.29
Investments	\$210,000.00
	<hr/> \$288,575.29



## CITY OF JACKSON

### MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, November 17, 2025 at 6:00 PM  
Board Chambers, City Hall, 101 Court St.

### MINUTES

FUND	FUND BALANCES		TRANSFER		FUND BALANCES		CASH BALANCE
	10-01-2025	RECEIPTS	OF FUNDS	DISBURSEMENTS	10-31-2025	INVESTMENTS	
<b>ELECTRIC FUNDS</b>							
Operation & Maintenance	-	1,584,429.93	(260,164.51)	1,334,265.42	-	-	-
Electric Surplus Fund	2,265,886.63	-	225,103.84	24,794.23	2,466,196.24	6,000.00	2,460,196.24
Electric Capital Projects Fund	4,711,557.70	-	-	9,602.09	4,701,955.81	3,905,000.00	796,055.81
<b>WATER &amp; SEWER FUNDS</b>							
Water Operation & Maint.	-	380,103.74	(296,392.25)	83,711.49	-	-	-
Water Revenue Bond Fund	138,765.26	-	-	-	138,765.26	-	138,765.26
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	12,879,295.01	53,323.69	424,187.08	51,414.44	13,305,391.34	11,121,460.24	2,183,831.10
Water Replacement Fund	840,782.50	-	-	-	840,782.50	785,000.00	75,782.50
Water Capital Projects	399,638.00	-	-	-	399,638.00	-	399,638.00
Wastewater Operation & Maint.	-	251,245.85	(152,402.98)	98,842.87	-	-	-
Wastewater Replacement Fund	1,068,584.15	6,382.47	-	-	1,074,976.62	759,826.11	315,350.51
Wastewater Capital Projects	399,362.00	-	-	136,395.09	282,966.91	-	262,966.91
Wastewater Revenue Bond Fund	115.52	-	-	117,723.92	7,841.60	-	7,841.60
W & S Construction Fund	2,726,757.08	20,823.65	-	212,608.08	2,534,972.67	1,960,000.00	584,972.67
General Revenue Fund	1,802,535.04	69,013.15	(89,334.02)	687,984.91	1,114,229.26	1,037,765.95	76,463.31
Landfill Fund	762,895.56	82,899.47	(10,231.49)	55,112.80	780,250.94	610,000.00	170,250.94
Cemetery Fund	969,630.38	8,326.07	(4,990.74)	17,601.70	955,364.01	662,000.00	303,384.01
City Park Fund	(27,841.21)	2,466.81	(6,616.74)	50,585.55	(91,576.69)	-	(91,576.69)
Public Park Foundation Fund	147,279.97	2,026.99	-	10,500.00	138,806.96	65,000.00	73,806.96
Recreational Development Fund	58,522.07	17,440.00	-	59,406.43	16,556.64	-	16,556.64
Band Fund	0.00	501.07	-	501.07	0.00	-	0.00
ARPA Fund	380,789.36	-	-	24,046.00	356,743.36	275,000.00	81,743.36
Road Use Tax Fund	628,035.53	169,934.83	-	-	797,970.36	757,038.18	40,932.18
Stormwater Maintenance Fund	321,858.96	8,996.16	-	-	330,955.12	209,000.00	121,855.12
Trust and Agency Fund	921,389.80	18,949.75	12,157.84	17,883.75	934,633.44	782,740.80	151,892.84
Health Insurance Fund	1,054,833.94	76,184.78	149,651.24	319,247.59	981,422.37	545,000.00	416,422.37
Inmate Security Fund	18,289.12	110.00	-	-	18,399.12	-	18,399.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	710,481.60	154,621.83	-	1,328.48	863,774.95	325,455.27	538,319.68
Transportation Capital Projects Fund	2,284,358.55	-	-	1,948.70	2,282,411.85	-	2,282,411.85
Sales Tax Fund	1,331,757.46	315,752.65	-	220,329.30	1,427,180.81	1,254,546.56	172,634.25
Recreation Sales Tax Fund	365,889.33	81,091.91	(967.07)	26,631.58	419,382.59	50,000.00	369,382.59
Public Safety Sales Tax Fund	1,000.00	137,548.35	-	-	138,548.35	-	138,548.35
Fire Protection Sales Tax Fund	3,333.00	68,780.93	-	-	72,113.93	-	72,113.93
Capital Projects Construction Fund	1,089,975.48	1,915.42	-	-	1,091,890.90	940,000.00	151,890.90
Economic Dev. Reserve Fund	994,661.88	-	-	-	994,661.88	850,000.00	144,661.88
CDBG Grant Fund	35,899.25	945,998.81	-	950,840.46	21,857.60	-	21,857.60
I-55 Corridor Special Alloc. Fund	3,372.59	-	-	-	3,372.59	-	3,372.59
<b>TOTALS</b>	<b>39,403,008.58</b>	<b>4,458,878.31</b>	<b>0.00</b>	<b>4,511,283.73</b>	<b>39,476,053.16</b>	<b>26,970,532.91</b>	<b>12,505,420.25</b>

Cash on Hand	1,475.00
General Account	10,251,421.50
Collectors Account	2,248,906.68
Equitable Sharing Fund	3,617.07
<b>TOTAL</b>	<b>12,505,420.25</b>

Respectfully Submitted,

Angela Birk, City Clerk/Treasurer

Motion to Approve a request from Robinson Outdoor, of Perryville, Missouri, for an electrical service connection to a nonresidential on East Main Street, Ayes-0; Nays-7; Absent-1.

Motion made by Alderman Reimlinger, seconded by Alderman Seabaugh, to approve a request from Robinson Outdoor, of Perryville, Missouri, for an electrical service connection to a nonresidential on East Main Street, Ayes-0; Nays-7; Absent-1.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, November 17, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Motion to Accept the proposal of First      )  
 State Community Bank, relative to      )  
 Providing Comprehensive Banking      )  
 Services      )

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to accept the proposal of First State Community Bank, relative to providing Comprehensive Banking Services. Ayes-5; Nays-0; Absent-1; Abstentions-2.

Ordinance No. 25-111 Re: To Authorize )  
 A contractual agreement with First State )  
 Community Bank, relative to providing      )  
 Comprehensive Banking Services      )

The matter of authorizing a contractual agreement with First State Community Bank, relative to providing Comprehensive Banking Services, came on for consideration. Alderman Reiminger introduced Bill No. 25-113, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON,  
 MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN  
 THE CITY OF JACKSON, MISSOURI, AND FIRST STATE COMMUNITY BANK,  
 RELATIVE TO PROVIDING COMPREHENSIVE BANKING SERVICES;  
 FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY  
 CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-113 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-113 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-111 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; Alderman Unger-aye; Alderman Fraley-aye; Alderwoman Liley-abstain; Alderwoman Williams-aye; Alderman Stroder-absent; and Alderman Reiminger-abstain.

**BILL NO. 25-113**

**ORDINANCE NO. 25-111**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON,  
 MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN  
 THE CITY OF JACKSON, MISSOURI, AND FIRST STATE COMMUNITY BANK,  
 RELATIVE TO PROVIDING COMPREHENSIVE BANKING SERVICES;  
 FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY  
 CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have 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:



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, November 17, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

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 **First State Community Bank**. 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 17, 2025.

SECOND READING: November 17, 2025.

PASSED AND APPROVED this 17th day of November, 2025, by a vote of 5 ayes, 0 nays, 2 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 proposals from )  
Auxiant of Wauwatosa, Wisconsin and )  
Roundstone Management, Ltd., of )  
Lakewood, Ohio, relative to providing )  
Services under the 2026 Employee )  
Medical and Dental Insurance Benefit )  
Plans )



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, November 17, 2025 at 6:00 PM**  
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**MINUTES**

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to accept the proposals from Auxiant, of Wauwatosa, Wisconsin and Roundstone Management, Ltd., of Lakewood, Ohio, relative to providing services under the 2026 Employee Medical and Dental Insurance Benefit Plans. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-112 Re: To Authorize )  
 A contractual Agreement with Auxiant, )  
 Relative to providing services under the )  
 2026 Employee Medical and Dental )  
 Insurance Benefit Plan )

The matter of authorizing a contractual agreement with Auxiant, relative to providing services under the 2026 Employee Medical and Dental Insurance Benefit Plan, came on for consideration. Alderman Reiminger introduced Bill No. 25-114, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON,  
 MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN  
 THE CITY OF JACKSON, MISSOURI, AND AUXIANT, OF WAUWATOSA,  
 WISCONSIN, RELATIVE TO PROVIDING SERVICES UNDER THE 2026  
 EMPLOYEE MEDICAL AND DENTAL INSURANCE BENEFIT PLAN; FURTHER  
 SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO  
 ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-114 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-114 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-112 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderman Stroder-absent; and Alderman Reiminger-aye.

**BILL NO. 25-114**

**ORDINANCE NO. 25-112**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON,  
 MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN  
 THE CITY OF JACKSON, MISSOURI, AND AUXIANT, OF WAUWATOSA,  
 WISCONSIN, RELATIVE TO PROVIDING SERVICES UNDER THE 2026  
 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:



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, November 17, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

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 17, 2025.

SECOND READING: November 17, 2025.

PASSED AND APPROVED this 17th day of November, 2025, 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. 25-113 Re: To Authorize )  
A Contractual Agreement with )  
Roundstone Management, Ltd., relative )  
To providing services under the 2026 )  
Employee Medical and Dental Insurance) )  
Benefit Plan )

The matter of authorizing a contractual agreement with Roundstone Management, Ltd., relative to providing services under the 2026 Employee Medical and Dental Insurance Benefit



**CITY OF JACKSON**  
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**MINUTES**

Plan, came on for consideration. Alderman Reiminger introduced Bill No. 25-115, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND ROUNDSTONE MANAGEMENT, LTD., OF LAKWOOD, OHIO, RELATIVE TO PROVIDING SERVICES UNDER THE 2026 EMPLOYEE MEDICAL AND DENTAL INSURANCE BENEFIT PLAN; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-115 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-115 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-113 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Unger-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Stroder-absent; and Alderman Reiminger-aye.

**BILL NO. 25-115**

**ORDINANCE NO. 25-113**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND ROUNDSTONE MANAGEMENT, LTD., OF LAKWOOD, OHIO, RELATIVE TO PROVIDING SERVICES UNDER THE 2026 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.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, November 17, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

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 17, 2025.

SECOND READING: November 17, 2025.

PASSED AND APPROVED this 17th day of November, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)

ATTEST:

Mayor

Angela Birk (signed)  
 City Clerk

Motion to Accept the proposal from )  
 Standard Insurance Company, of )  
 Portland, Oregon, relative to providing )  
 Services under the 2026 Employee )  
 Vision and Life Insurance Benefit Plan )

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to accept the proposal from Standard Insurance Company, relative to providing services under the 2026 Employee Vision and Life Insurance Benefit Plan. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-114 Re: To Authorize )  
 A contractual Agreement with Standard )  
 Insurance Company, relative to providing )  
 services under the 2026 Employee )  
 Vision and Life Insurance Benefit Plan )

The matter of authorizing a contractual agreement with Standard Insurance Company, relative to providing services under the 2026 Employee Vision and Life Insurance Benefit Plan, came on for consideration. Alderman Reiminger introduced Bill No. 25-116, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON,  
 MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN**



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, November 17, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

**THE CITY OF JACKSON, MISSOURI, AND STANDARD INSURANCE COMPANY, OF PORTLAND, OREGON, RELATIVE TO PROVIDING SERVICES UNDER THE 2026 EMPLOYEE VISION AND LIFE INSURANCE BENEFIT PLAN; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-116 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-116 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-114 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Unger-aye; Alderwoman Liley-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Stroder-absent; and Alderman Reiminger-aye.

**BILL NO. 25-116**

**ORDINANCE NO. 25-114**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND STANDARD INSURANCE COMPANY, OF PORTLAND, OREGON, RELATIVE TO PROVIDING SERVICES UNDER THE 2026 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.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, November 17, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

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 17, 2025.

SECOND READING: November 17, 2025.

PASSED AND APPROVED this 17th day of November, 2025, 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 Change the Date of the Board )  
of Aldermen Regular Meeting and Study )  
Session in observance of the Martin )  
Luther King, Jr. Day holiday )

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to change the date of the Board of Aldermen Regular Meeting and Study Session from Monday, January 19, 2026, to Tuesday, January 20, 2026, at 6:00 p.m., in observance of the Martin Luther King, Jr. Day holiday. Ayes-7; Nays-0; Absent-1.

Motion to Approve Change Order No. 1, )  
To Lappe Cement Finishing, Inc., of )  
Perryville, Missouri, relative to the 2025 )  
Annual Concrete Pavement )  
Improvement Program )

Motion made by Alderwoman Liley, seconded by Alderman Unger, to approve Change Order No. 1, in the amount of \$5,415.00, to Lappe Cement Finishing, Inc., of Perryville, Missouri, relative to the 2025 Annual Concrete Pavement Improvement Program. Ayes-7; Nays-0, Absent-1.

Motion to Accept the proposal of )  
Federal Recycling International and )  
Waste Solutions, LLC, of St. Louis, )  
Missouri, relative to the Recycling )  
Collection and Processing Services )  
Program )



## CITY OF JACKSON

### MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, November 17, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

### MINUTES

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept the proposal of Federal Recycling and Waste Solutions, LLC, of St. Louis, Missouri, relative to the Recycling Collection and Processing Services Program. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-115 Re: To Authorize )  
 A contractual agreement with Federal )  
 Recycling International and Waste )  
 Solutions, LLC, relative to the Recycling )  
 Collection and Processing Services )  
 Program )

The matter of authorizing a contractual agreement with Federal Recycling and Waste Solutions, LLC, relative to the Recycling Collection and Processing Services Program, came on for consideration. Alderwoman Liley introduced Bill No. 25-115, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON,  
 MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN  
 THE CITY OF JACKSON, MISSOURI, AND FEDERAL INTERNATIONAL  
 RECYCLING AND WASTE SOLUTIONS, LLC, OF ST. LOUIS, MISSOURI,  
 RELATIVE TO THE RECYCLING COLLECTION AND PROCESSING SERVICES  
 PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT  
 THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-117 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-117 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-115 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; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderman Fraley-aye; and Alderman Stroder-absent.

**BILL NO. 25-117**

**ORDINANCE NO. 25-115**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON,  
 MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN  
 THE CITY OF JACKSON, MISSOURI, AND FEDERAL INTERNATIONAL  
 RECYCLING AND WASTE SOLUTIONS, LLC, OF ST. LOUIS, MISSOURI,  
 RELATIVE TO THE RECYCLING COLLECTION AND PROCESSING SERVICES  
 PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT  
 THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, November 17, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

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 **Federal International Recycling and Waste Solutions, LLC, 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.

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 17, 2025.

SECOND READING: November 17, 2025.

PASSED AND APPROVED this 17th day of November, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)

ATTEST:

Mayor

Angela Birk (signed)  
 City Clerk

U.S. Small Business Administration      )  
 Public Affairs Specialist Phil Walls      )  
 To bring information to the Board of      )  
 Aldermen      )

Now comes forth U.S. Small Business Administration Public Affairs Specialist Phil Walls to inform the Board of Aldermen of recovery loans that are available due to losses from the tornados earlier this year. These loans cover noninsured damage and carry very low rates with up to 30-year loan terms. Mr. Walls states that they are stationed at the Jackson Area



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, November 17, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Chamber of Commerce building until at least the application deadline date of December 22, 2025.

City Administrator Matthew Winters      )  
 requests Closed Session      )

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for one item, relative to personnel in accordance with Section 610.021(13), RSMo and one item, relative to litigation in accordance with Section 610.021(1).

Motion to Recess the Meeting to Study    )  
 Session      )

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:22 P.M., to convene to the Study Session. Ayes-7; Nays-0; Absent-1.

-----  
 Returned to Open Session at 7:01 P.M., from Study Session.

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

Meeting concluded at 7:01 P.M. On a motion by Alderman Fraley, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for one item, relative to personnel in accordance with Section 610.021(13), RSMo and one item, relative to litigation in accordance with Section 610.021(1) and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Fraley-aye Alderwoman Young-aye; Alderman Seabaugh-aye; Alderwoman Reiminger-aye; Alderwoman Williams-aye; Alderman Stroder-absent; Alderman Unger-aye; and Alderwoman Liley-aye. Ayes-7; Nays-0; Absent-1.

**ATTEST:**

**Mayor**

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



## PUBLIC WORKS MEMORANDUM

# City of Jackson

**TO:** Mayor and Board of Aldermen

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

**DATE:** November 12, 2025

**RE:** Combined Roof Repairs Project – Change Order No. 1

---

Attached is proposed Change Order No. 1 and the associated quote from Riverside Roofing, LLC, to add Water Well #5's Roof and the Water Retention Basin's Roof to the current Combined Roof Repairs Project contract.

In 2023, we contracted roof repairs for two water facilities and although the contract was approved by the Board with Cardwell Roofing, LLC, the contractor was unable to provide the required insurance, so the replacements were not constructed.

This current project allows us to complete those replacements as part of this contract. The Change order would increase the current \$54,172.00 by \$10,394.00 to \$64,566.00.



# City of Jackson

## CHANGE ORDER

## PROJECT: Combined Roof Repairs Project

DATE OF ISSUANCE: December 2, 2025

CHANGE ORDER NO.: 1

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

CONTRACTOR: Riverside Roofing Company, LLC – 813 Progress Street, Cape Girardeau, MO 63703

THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AS FOLLOWS:  
This is an additional cost for the contractor to complete additional roof repairs to the Water Sales Depot (aka Retention Basin Building) and Water Well House #5.

See Attachments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$54,172.00	Original Contract End Date: April 2, 2026
Previous Change Orders: \$0	Net Change from Previous Change Orders: 0 days
Contract Price prior to this Change Order: \$54,172.00	Contract End Date prior to this Change Order: April 2, 2026
Net Increase (Decrease) of this Change Order: \$10,394.00	Net Increase (Decrease) of this Change Order: 0 days
Contract Price with all approved Change Orders: \$64,566.00	Contract End Date with all approved Change Orders: April 2, 2026

Recommended By:

Director of Administrative Services

11/13/2025  
Date

Approved By:

Mayor, City of Jackson

Date

Accepted By:

Authorized Representative  
of the Contractor

11/13/2025  
Date



[Charlie@riversideroofingcompany.com](mailto:Charlie@riversideroofingcompany.com)  
 813 Progress St.  
 Cape Girardeau, MO 63703  
 Phone: (573) 803-4028      Fax: (573) 803-4029

TO: City of Jackson  
 ATTN: Rodney Bollinger  
 EMAIL: [rbollinger@jacksonmo.org](mailto:rbollinger@jacksonmo.org)

DATE: 10/30/25  
 RE: Retention Basin & Well House #5  
 Jackson, MO

### **PROPOSAL AND CONTRACT**

WE PROPOSE TO FURNISH MATERIALS, LABOR AND EQUIPMENT ON ABOVE REFERENCED PROJECT AS FOLLOWS:

#### **PROJECT: RETENTION BASIN BUILDING**

- Install 2x Wood Nailer around perimeter of building.
- Install (1) layer of 1.5 Poly ISO Insulation mechanically attached with a Heavy-Duty Fastener per manufacturer specifications.
- Install .060 EPDM Rubber membrane set in bonding adhesive.
- Strip in metal edging with 5" Quick Seam Flashing.

#### **SHEET METAL**

- Consists of 24ga. Metal Edging. Owner to pick color from standard colors.

**BID AMOUNT.....\$6,168.00**  
 (Six Thousand One Hundred Sixty-Eight Dollars & 00/100)

#### **PROJECT: WELL HOUSE #5**

- Remove existing shingles dispose of them in a legal landfill.
- Replace rotten Plywood.
- Install 2x Wood Nailer around perimeter of building.
- Install (1) layer of ½" HD Board mechanically attached with a Heavy-Duty Fastener per manufacturer specifications.
- Install .060 EPDM Rubber Membrane set in bonding adhesive.
- Flash walls & curbs with .060 EPDM Membrane.
- Strip in metal edging with 5" Quick Seam Flashing.

#### **SHEET METAL**

- Consists of 24ga. Metal Edging. Owner to pick color from standard colors.

**BID AMOUNT.....\$4,226.00**  
 (Four Thousand Two Hundred Twenty-Six Dollars & 00/100)

**NOTE:** If these roofs are taken at the same time as the other combined roof repair project the warranty on the original bid will cover all roof areas.

The above bid(s) excludes all sales tax and includes all standard limits of worker's compensation and general liability insurance.

Our insurance company, according to Missouri law will only provide 10 days written notice of cancellation or non-renewal of insurance coverage.

**Payment and Performance Bonds are included.**

Terms of Payment: Partial billings will be made monthly as job progresses. Each invoice will be due by the tenth of the month following the billing.

Lien waivers will be submitted for payments received only. If lien waiver is needed prior to payment we will submit conditional lien waivers only. A conditional final lien waiver will be submitted with final billing.

**NOTE: QUOTE GOOD FOR 15 DAYS ONLY**

**DUE TO MATERIAL PRICING VOLITILITY THIS PROJECT IS SUBJECT TO SURCHARGES. THESE CHARGES WILL BE REVIEWED WITH THE OWNER PRIOR TO SHIPPING TO THE JOB SITE.**

Thank you for the opportunity of bidding with you on this project.

Accepted: \_\_\_\_\_

Date: \_\_\_\_\_  
CM:lp

**RIVERSIDE ROOFING CO, LLC**

By: Charles Menz  
Charles Menz, Dept. Manager



# MEMO

**To:** Mayor and Board of Aldermen  
**From:** Don Schuette  
**Date:** Tuesday, November 25, 2025  
**Re:** Contract Termination for Worthington Engine Parts with IDS

---

Mayor and Board of Aldermen,

This is a request to terminate the contract with IDS for harvesting parts for the Power Plant Worthington engines. After approval in 2022, the contractor has not been responding to requests to begin harvesting the parts from the engine located in Macon, Missouri. Staff has been working to secure another contractor capable of performing the required work to harvest these parts.

If you have further questions or concerns, please let me know.

Thank you,

Don Schuette  
Director of Electric Utilities



# City of Jackson

November 25, 2025

**Subject: Memorandum of Understanding for Joint use of County EOC**

Mayor and Board of Aldermen,

In September, I briefed you in executive session that the Emergency Management Directors for the City of Cape Girardeau, SEMO University, Cape Girardeau County, and the City of Jackson had been discussing the development of an MOU to utilize the Cape County Emergency Operations Center (EOC) during emergency situations.

All participating entities have now reviewed the proposed agreement and have provided verbal consent to seek formal board approval to proceed.

By entering into this agreement, the City of Jackson will have the ability to utilize the joint EOC during City-specific disasters. Additionally, in the event of a county-wide emergency, we agree to participate in joint operations and to train designated City staff in specific Emergency Support Functions. This training ensures that we are fully capable of supporting and sustaining 24/7 Emergency Operations Center activities when required.

If you have any questions, you can contact me anytime.

Sincerely,

Jason Mouser  
 Fire Chief  
 Jackson Fire Rescue  
 503 S. Hope St.  
 Jackson, MO 63755

573-243-5740 (fax)

[jmouser@jacksonfire.org](mailto:jmouser@jacksonfire.org)

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE COUNTY OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO *THE JOINT USE AND OPERATION OF THE CAPE COUNTY EMERGENCY OPERATIONS CENTER*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the memorandum of understanding attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The County of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said memorandum of understanding.

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

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

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

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

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

FIRST READING: December 1, 2025.

SECOND READING: December 1, 2025.

PASSED AND APPROVED this 1st day of December, 2025, by a vote of \_\_ ayes, \_\_ nays,  
\_\_ abstentions and \_\_ absent.

## CITY OF JACKSON, MISSOURI

(SEAL)

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

## City Clerk

## Joint Emergency Operations Center MOU

- I. **PARTIES:** This Memorandum of Understanding ("MOU") is to provide assistance during disaster incidents, especially the use of a joint Emergency Operations Center (EOC) by and between Cape Girardeau County, City of Cape Girardeau, City of Jackson, and SEMO University.
- II. **PURPOSE:** The Emergency Operations Center (EOC) is a facility designated for managing disaster emergencies. The joint emergency operations center shall be activated whenever there is a major incident that causes a significant life safety threat or moderate to heavy property damage, potential or actual business disruption or has the potential to cause a significant impact to the community.

The EOC may be activated by one of the 4 jurisdictions Emergency Management Director or their designee. Once the EOC is activated all the jurisdictions agree to assist in EOC operations. When the EOC is activated, all jurisdictions will have access to any and all resources within the EOC.

The Cape Girardeau County Emergency Operations Center (EOC) has four activation levels:

**Level 4:** Enhanced Monitoring Lowest EOC activation. Requires EMA staff in support functions only, with specified partner agencies providing additional support from their headquarters or remotely.

**Level 3:** Partial Activation Moderate EOC activation. Requires command staff and basic support functions, such as planning and logistics, and specified city/county agencies, depending on the threat.

**Level 2:** Full Activation Full EOC activation. Requires command staff, full emergency support function staffing, city/county agencies and state-level partners, and necessary additional technical expertise.

**Level 1:** Full Activation Full County/State Response- Maximum EOC activation. Requires command staff, full staffing of all emergency support functions, city/county agencies, and state-level partners, plus integration of SEMA personnel to coordinate state resources and support.

- III. **Location:** It's recognized that a joint EOC would be beneficial to all stakeholders. Therefore, the Cape Girardeau County Emergency Operations Center shall serve as the primary countywide EOC for all partnering jurisdictions. The physical address for the primary joint EOC is 3555 Veterans Memorial Dr Cape Girardeau, MO 63701.

The Secondary Emergency Operations Center will be located at Cape Fire Station #3, 1975 N Sprigg St Cape Girardeau, MO 63701. This location will become the primary EOC if the County EOC is unable to open for any reason.

**IV. Personnel:** It is agreed upon that all jurisdictions will provide personnel to staff the EOC during operations. The EOC may operate on various operations cycles depending on the incident and personnel will be needed to staff each operational period. Operational periods should not exceed 12 hours in order to maintain a well-rested operational staff.

**V. Emergency Operations Plan:** All jurisdictions agree to operate using an Emergency Support Function style EOC. Jurisdictions may have slight variations in their Emergency Plans as long as the basic plans will remain consistent.

**VI. Term and Termination:** This MOU is effective as of December 15th, 2025 and expires January 1st, 2028. Four months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such a review, the parties may decide to extend this MOU for an additional period on a bi-annual basis, and if so, shall confirm this, in writing and signed. This MOU may be terminated by written notification from any party with a sixty-day notification period.

**VII. Required Training:** Each jurisdiction will be responsible for verifying their emergency management team is up to date on required training. Every member of the emergency management team for each agency will be required to take Incident Command System (ICS) 100, ICS 200, ICS 700, and ICS 800 to be considered trained. The Emergency Support Functions (ESF's) will be trained and coordinated on a quarterly basis to train on ESF specific duties. Additional online trainings may be required for specific ESF's. The joint Emergency Management team will meet biannually to conduct a tabletop or functional exercise.

**VIII. 24-Hour Contact Information:** Cape Girardeau County shall provide two twenty- four-hour points of contact to the other jurisdictions to allow 24/7 usage of/access to the EOC.

Primary Contact	Secondary Contact
Sam Herndon	Charles Wilson
Director	Deputy Director
(573) 987-8229	(573) 510-3936

**IX. Responsible Party:** Each party to the agreement will appoint a representative, officer, or other individual as follows who will be responsible for the coordination and administration of this MOU:

To Cape Girardeau County:

Samuel Herndon V  
 Emergency management Director  
 3555 Veterans Memorial Dr  
 Cape Girardeau, MO 63701  
 (573) 204-0911  
[saherndon@capecounty.us](mailto:saherndon@capecounty.us)

To City of Cape Girardeau:

Chief Randy Morris Jr  
 Fire Chief  
 1 South Sprigg St  
 Cape Girardeau, MO 63703  
 573-339-6790  
[rmorris@CityofCapeGirardeau.org](mailto:rmorris@CityofCapeGirardeau.org)

To City of Jackson:

Chief Jason Mouser  
 Fire Chief  
 525 S Hope St  
 Jackson, MO 63755  
 573-204-1010  
[jmouser@jacksonfire.org](mailto:jmouser@jacksonfire.org)

To Southeast Missouri State University:

Jeffrey S. Crites  
 Sergeant / Emergency Operations  
 University Police  
 1401 N. Sprigg, MS 7275  
 Cape Girardeau, MO 63701  
 (573) 651-2215  
[jscribes@semo.edu](mailto:jscribes@semo.edu)

In addition, all Parties retain all rights, controls and authority over their respective property, facilities, equipment, and employees, unless otherwise agreed in this MOU or other written agreements between the Parties.

**X. Governing Law and Venue:** This MOU and any disputes arising out of or related thereto shall be governed by the laws of the State of Missouri. The Circuit Court of Cape Girardeau County, Missouri shall have exclusive jurisdiction over any dispute relating to this MOU, and each party consents to the exclusive jurisdiction of that court.

**XI.** **Notice:** Notices required by this MOU shall be mailed via certified or registered mail, return receipt requested, to the receiving Party's address below or via email to the regularly monitored email address noted below:

To Cape Girardeau County:

100 Court Street Suite 301  
Jackson, MO 63755  
Attn: County Clerk  
kclark@capecounty.us

To City of Cape Girardeau:

44 North Lorimier  
Cape Girardeau, MO 63701  
Attn: City Clerk  
cityclerk@cityofcape.org

To City of Jackson:

101 Court Street  
Jackson, MO 63755  
Attn: City Clerk  
abirk@jacksonmo.org

To Southeast Missouri State University:

One University Plaza, MS 3300  
Cape Girardeau, MO 63701  
Attn: General Counsel  
cmartin@semo.edu

**XII.** **Amendment:** The Parties acknowledge that Amendments to this MOU may be made at any time by mutual agreement. No Amendment of the terms of this MOU will be effective unless made in writing and signed by each Parties authorized signatory.

**XIII.** **Severability:** If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

**XIV.** **Execution in Counterparts:** This MOU may be executed simultaneously in several counterparts, each of which shall be deemed to be original and all of which shall constitute but one and the same instrument. A photocopy or facsimile copy of this fully executed MOU shall have the same legal force as the MOU bearing original signatures. Signatures transmitted via facsimile or portable document format, or equivalent, shall be deemed valid as original signatures.

**IN WITNESS WHEREOF**, the persons executing this MOU represent and certify they have the full power and authority to enter into this Agreement on behalf of the Parties for which they are signing.

**CAPE GIRARDEAU COUNTY**

---

Clint Tracy  
Presiding Commissioner

---

Date

**CITY OF JACKSON**

---

Dwain Hahs  
Mayor

---

Date

**CITY OF CAPE GIRARDEAU**

---

Stacy Kinder  
Mayor

---

Date

**SOUTHEAST MISSOURI STATE  
UNIVERSITY**

---

Dr Brad Hodson  
President

---

Date



## PUBLIC WORKS MEMORANDUM

# City of Jackson

**TO:** Mayor and Board of Aldermen

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

**DATE:** November 25, 2025

**RE:** Deerwood Roundabout Change Order No. 1 – Request to Alter Traffic Plan

---

Attached is a requested Change Order No. 1 for the Deerwood Roundabout project, which was generated by the project engineer based on a request from the contractor to alter the traffic plan for this project to allow closure of Deerwood Drive during the construction. The reasons for this request are detailed in the attached previous memo by George Harris.

At the request of the Board, I have contacted the affected properties, several of whom intend to be at the meeting to object to this traffic alteration.



## PUBLIC WORKS MEMORANDUM

# City of Jackson

TO: Mayor and Board of Aldermen  
 CC: Matt Winters, City Administrator  
 FROM: George L. Harris P.E., City Engineer  
 DATE: November 17, 2025  
 RE: Proposed Change to Traffic Control for the Deerwood & HWY 61 Roundabout Project

---

Fronabarger Concreters, Inc, has requested a modification of the traffic control plan for the Deerwood & HWY 61 Roundabout Project. The proposed changes are described in an email from David McMullin to Brian Holt of Bacon, Farmer, Workman (a sub-consultant to Lochmueller). A detour plan for a full road closure of Deerwood during construction is included with this memorandum.

Mr. McMullin makes the following points in support of the change-

- Minimize traffic queues along Hwy 61;
- A safer work zone;
- A more seamless finished product;
- Savings in traffic control in the amount of \$19,061.50
- Provide two (2) changeable message boards to the traffic control plan (to help alert drivers north of Route Y and South of Route D). Added cost of \$9,000.00.

Brian Holt (BFW), has made comments supportive of the points made by Mr. McMullin and in addition pointed out the following:

- Reduced delay time on US 61;
- Shortening the length of project construction;
- Parties present at the preconstruction meeting held 10/29/2025; including MoDOT, Fronabarger, Lochmueller, BFW, and the City thought closing Deerwood would be in the best interest of the project.

It has been noted that the changeable message boards will help alert drivers using Route 61 of conditions at the construction area and provide helpful information for dealing with traffic issues. Along with use of the changeable message boards efforts should be made to

coordinate with Connection Point Church, Jackson Civic Center, and others in the vicinity of the project.

Attachments:

Detailed detour Plan

## George Harris

---

**From:** Brian Holt <bholt@bfwengineers.com>  
**Sent:** Thursday, November 6, 2025 8:06 AM  
**To:** George Harris; Janet Sanders; Sean Fox; Scott Meyer; Larry Thomason  
**Cc:** Darius Dowdy; Kevin R. Plott; Jake C. Butler  
**Subject:** STP 3005(003) US 61 and Deerwood Roundabout Traffic Control  
**Attachments:** HWY 61 AND DEERWOOD DR, JACKSON-4.pdf

George/Janet,

Below is the contractor's official request to close Deerwood during the construction of the roundabout. Attached is the proposed detour routes for Deerwood. In addition to the benefits Dave mentions below, reduced delay time on US 61 is a huge benefit along shortening the length of project construction. I believe from our discussion last week that everyone thought closing Deerwood would be the best interest of the project.

Also discussed during the meeting was the need to add changeable message boards to the project to help alert drivers north of Rte Y and South of Rte D. Connection Point Church and the Jackson Civic Center will need to be contacted prior to the closure of Deerwood.

What are the next steps for getting approval from the city? Let me know what can be done to help expedite the process.

**Brian Holt, PE**  
 Resident Engineer

573-222-5632 *phone*  
 573-344-2320 *cell*

**From:** David McMullin <david@fronabarger.com>  
**Sent:** Wednesday, November 5, 2025 3:34 PM  
**To:** Brian Holt <bholt@bfwengineers.com>  
**Cc:** Lydia <lydia@fronabarger.com>  
**Subject:** Deerwood Traffic Control

**WARNING: External sender. Do not click links or attachments unless you recognize the sender and know the content is safe.**

Brian:

In order to minimize traffic queues along Hwy 61 we propose a change in the traffic control from what is shown on the plans. Other added benefits are a safer work zone and a more seamless finished product. Attached is a detour plan for a full road closure of Deerwood during construction. There would be savings in traffic control in the amount of \$19,061.50.

One item that is not in the traffic control plans are changable message boards. We have obtained a price from Road Runner, our traffic control subcontractor, in the amount of 2 ea x \$4,500.00 = \$9,000.00 for the duration of the job.

Thank you

David McMullin  
Fronabarger Concreters, Inc.  
3290 State Hwy E  
Oak Ridge, MO 63769

Office: 573-266-3212  
Mobile: 573-579-3035

Spacing Charts Based on MUTCD Must be Approved by an Engineer							
	SIGN SPACING, FT.	BUFFER SPACE, FT.	TAPER LENGTH, FT.	CHANNELIZING SPACING, FT.			
Speed (MPH) Prior To Road Work	Non-Divided Highways	Divided Highways	Length	Shoulder (10 ft Width)	Lane (12 ft Width)	Through Taper	Through Buffer/Work Area
0-35	200	200	250	70	245	35	50
40-45	350	500	360	150	540	40	80
50-55	500	1000	495	185	660	50	100
60-70	SA-1000, SB-1500, SC-2640		730	235	840	60	120
	Urban Low Speed - 100 FT						

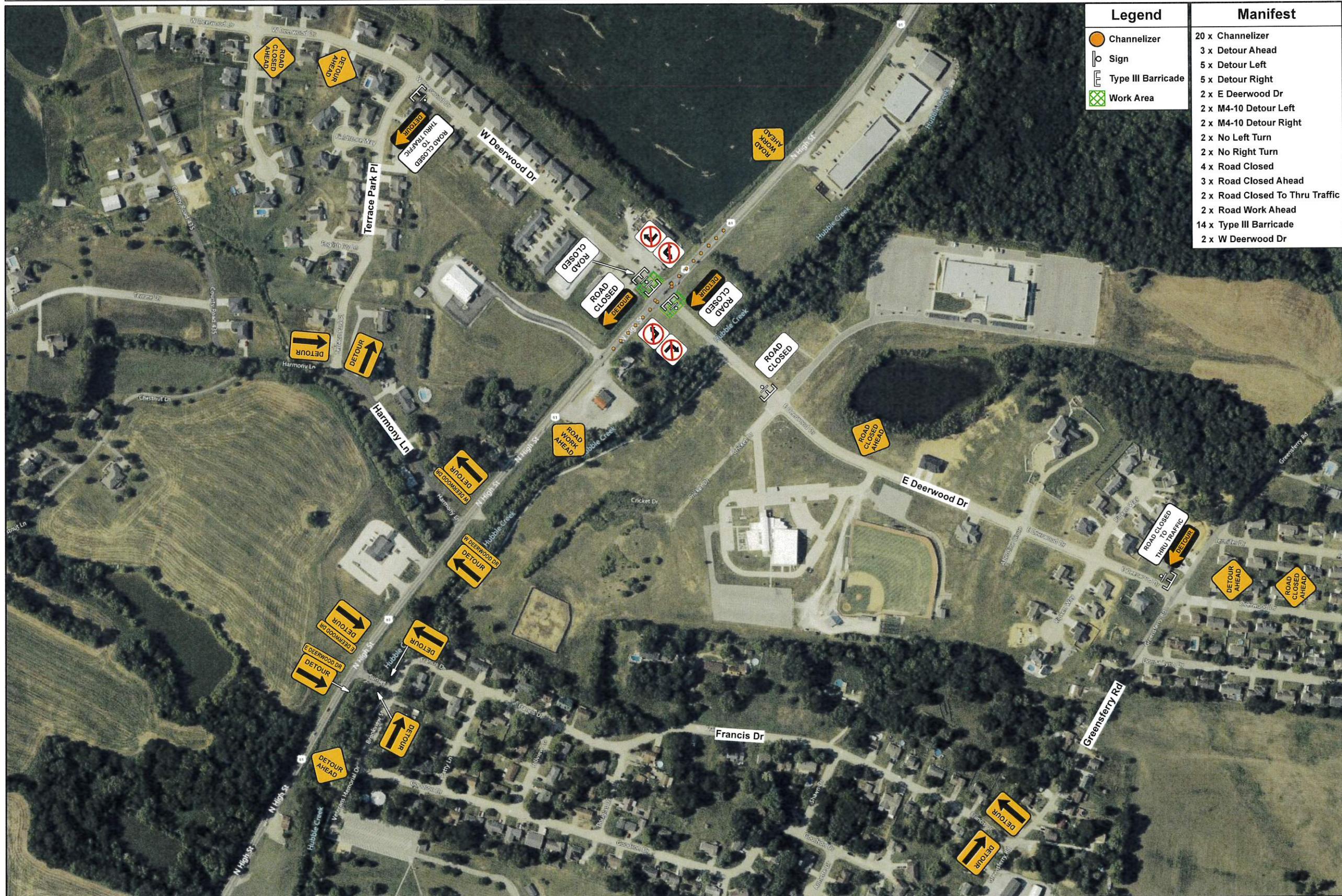
APPROVED/ACCEPTED BY:  
ENGINEER, OWNER, or PRIME CONTRACTOR  
 Check for Notice to Proceed.

Signature: \_\_\_\_\_

Company: \_\_\_\_\_

Date: 10/20/2025 Project: HWY 61 AND DEERWOOD DR, JACKSON :  
: Traffic Control Suggestion For: FRONABARGER :  
By: Road Runner Safety Services, Inc. : Nathan

Comments:  
Drawing not to scale. Traffic control plan must be approved by an engineer. This is a suggestion only. Road Runners Safety Services, Inc. has no liability for this suggested traffic control plan. Actual placement and spacing of all traffic control devices will depend on field conditions and must conform to MUTCD standards.



**From:** [Matt Winters](#)  
**To:** [abirk@jacksonmo.org](mailto:abirk@jacksonmo.org)  
**Subject:** FW: STP 3005(003) US 61 and Deerwood Roundabout Traffic Control  
**Date:** Monday, November 24, 2025 9:34:01 AM  
**Attachments:** [HWY 61 AND DEERWOOD DR, JACKSON-4.pdf](#)

---

Matt Winters  
City Administrator  
City of Jackson, MO  
101 Court Street  
573-243-3568 x2011

---

**From:** David McMullin <[david@fronabarger.com](mailto:david@fronabarger.com)>  
**Sent:** Monday, November 17, 2025 4:15 PM  
**To:** Matt Winters <[mwinters@jacksonmo.org](mailto:mwinters@jacksonmo.org)>; George Harris <[gharris@jacksonmo.org](mailto:gharris@jacksonmo.org)>  
**Subject:** Fw: STP 3005(003) US 61 and Deerwood Roundabout Traffic Control

Gents:

Please see email below from MoDot concerning traffic at the Deerwood Roundabout.  
Good information to discuss. Thanks

David McMullin  
Fronabarger Concreters, Inc.  
3290 State Hwy E  
Oak Ridge, MO 63769

Office: 573-266-3212  
Mobile: 573-579-3035

---

**From:** Jake C. Butler <[Jake.Butler@modot.mo.gov](mailto:Jake.Butler@modot.mo.gov)>  
**Sent:** Monday, November 17, 2025 3:06 PM  
**To:** David McMullin <[david@fronabarger.com](mailto:david@fronabarger.com)>  
**Cc:** Kevin R. Plott <[Kevin.Plott@modot.mo.gov](mailto:Kevin.Plott@modot.mo.gov)>; [bholt@bfwengineers.com](mailto:bholt@bfwengineers.com)  
<[bholt@bfwengineers.com](mailto:bholt@bfwengineers.com)>  
**Subject:** RE: STP 3005(003) US 61 and Deerwood Roundabout Traffic Control

David,

I ran a model just to get a rough estimate of what the queues may be with a 4 leg signal operation and a 2 leg signal operation at the Deerwood intersection.

	Estimated cycle length	Estimated AM queue		Comments
		US 61 NB	US 61 SB	
4 leg signal	288 Sec (4.8 min)	1468'	1737'	Signal will not be able to clear all US 61 queues each cycle. Will take multiple cycles to clear queues.
2 leg signal	158 Sec (2.6 min)	860'	804'	Should clear most queues in each direction each cycle

This is just a model so really you can't say this is exactly what will happen. I think the key point here is that the model can't predict the buses and that traffic is already backing up significantly behind buses that stop along US 61 so traffic will not arrive evenly at the intersection. Once the bus arrives at the intersection then a long queue will as well and will most likely be past the estimated queue length.

Just an FYI typically a car is considered 20' in length so the 1712' queue would roughly be 86 cars.

As far as what MoDOT will deem as unacceptable on the workzone will be if the queue backs up to adjacent intersections mainly meaning the Rte. D signalized intersection. Also please make the City aware that all calls that MoDOT receives on the workzone will be directed to the City and for them to address since this Traffic Control Plan is their preference.

Please let me know if you have any questions about this.

Thanks,

Jake

**Jake Butler**

*Senior Traffic Studies Specialist*

**Missouri Department of Transportation**

Southeast District – Traffic

198 St Hwy Y, Jackson, MO 63755

573-257-7140 (mobile) or 573-472-9001

[www.modot.org](http://www.modot.org)

---

**From:** Brian Holt <[bholt@bfwengineers.com](mailto:bholt@bfwengineers.com)>  
**Sent:** Thursday, November 6, 2025 8:06 AM  
**To:** George Harris <[gharris@jacksonmo.org](mailto:gharris@jacksonmo.org)>; Janet Sanders <[jsanders@jacksonmo.org](mailto:jsanders@jacksonmo.org)>; Sean Fox <[Sean.Fox@lochgroup.com](mailto:Sean.Fox@lochgroup.com)>; Scott Meyer <[scott.meyer@lochgroup.com](mailto:scott.meyer@lochgroup.com)>; Larry Thomason <[larry.thomason@lochgroup.com](mailto:larry.thomason@lochgroup.com)>  
**Cc:** [ddowdy1@bfwengineers.com](mailto:ddowdy1@bfwengineers.com); Kevin R. Plott <[Kevin.Plott@modot.mo.gov](mailto:Kevin.Plott@modot.mo.gov)>; Jake C. Butler <[Jake.Butler@modot.mo.gov](mailto:Jake.Butler@modot.mo.gov)>  
**Subject:** STP 3005(003) US 61 and Deerwood Roundabout Traffic Control

George/Janet,

Below is the contractor's official request to close Deerwood during the construction of the roundabout. Attached is the proposed detour routes for Deerwood. In addition to the benefits Dave mentions below, reduced delay time on US 61 is a huge benefit along shortening the length of project construction. I believe from our discussion last week that everyone thought closing Deerwood would be the best interest of the project.

Also discussed during the meeting was the need to add changeable message boards to the project to help alert drivers north of Rte Y and South of Rte D. Connection Point Church and the Jackson Civic Center will need to be contacted prior to the closure of Deerwood.

What are the next steps for getting approval from the city? Let me know what can be done to help expedite the process.

**Brian Holt, PE**  
Resident Engineer

573-222-5632 *phone*

573-344-2320 *cell*

---

**From:** David McMullin <[david@fronabarger.com](mailto:david@fronabarger.com)>  
**Sent:** Wednesday, November 5, 2025 3:34 PM  
**To:** Brian Holt <[bholt@bfwengineers.com](mailto:bholt@bfwengineers.com)>  
**Cc:** Lydia <[lydia@fronabarger.com](mailto:lydia@fronabarger.com)>  
**Subject:** Deerwood Traffic Control

**WARNING: External sender. Do not click links or attachments unless you recognize the sender and know the content is safe.**

Brian:

In order to minimize traffic queues along Hwy 61 we propose a change in the traffic control from what is shown on the plans. Other added benefits are a safer work zone and a more seamless finished product. Attached is a detour plan for a full road closure of Deerwood during construction. There would be savings in traffic control in the amount of \$19,061.50.

One item that is not in the traffic control plans are changable message boards. We have obtained a price from Road Runner, our traffic control subcontractor, in the amount of 2 ea x \$4,500.00 = \$9,000.00 for the duration of the job.

Thank you

David McMullin

Fronabarger Concreters, Inc.

3290 State Hwy E

Oak Ridge, MO 63769

Office: 573-266-3212

Mobile: 573-579-3035

## CHANGE ORDER No. 1

CONTRACTOR: Fronabarger Concreters, Inc.  
PROJECT NAME: US 61 and Deerwood Lane Roundabout

LPA: City of Jackson  
PROJECT NO.: STP-3005(003)

**The Contractor is hereby directed to make the following changes from the contract:**

**1. DESCRIPTION AND REASON FOR CHANGE:**

Contingent Line 5001: Traffic Control Change. See reason on page 2.
Contingent Line 5002: Add two CMS boards. See reason on page 2.

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

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

N/A

#### 4 COMMENTS:

## 5 COST ADJUSTMENTS TO THE CONTRACT:

1. CONTRACT AMOUNT	\$1,006,496.87
2. OVERRUN THIS ORDER	\$7,500.00
3. OVERRUN PREVIOUS	\$0.00
4. UNDERRUN THIS ORDER	\$19,061.50
5. UNDERRUN PREVIOUS	\$0.00
6. PROJECT TOTAL	\$994,935.3

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

# David McMullin

Digitally signed by David McMullin  
DN: C=US, E=david@fronabarger.com, O="Fronabarger  
Concreters, Inc.", CN=David McMullin  
Date: 2025.11.21 09:39:28-06'00'

APPROVED: (OWNER)

---

DATE

APPROVED: (CONTRACTOR)

DATE

APPROVED : MODOT

---

DATE

APPROVED: (CONSTRUCTION ENGINEER)

---

DATE

**CHANGE ORDER No. 1**

CONTRACTOR: Fronabarger Concreters, Inc.  
PROJECT NAME: US 61 and Deerwood Lane Roundabout

LPA: \_\_\_\_\_  
PROJECT NO.: \_\_\_\_\_  
City of Jackson  
STP-3005(003)

**Line No. 5001 Traffic Control Design Change**

Contingent Line Number 5001: This change order alters the designed traffic control plan at the intersection of the proposed US 61 and Deerwood Lane roundabout. The original design called for, four temporary signals allowing a single lane of traffic at one time to travel through the work zone. The modified traffic control shall close access to US 61 from Deerwood Lane until all roadway construction work is completed. US 61 shall have at least one lane of traffic available and open to traffic at all times until all roadway construction work is complete. The change will reduce traffic que times on US 61, provide a safer construction work site, and reduce the overall completion time. This change will also credit the contract in the amount of \$19,061.50 due to an underrun of traffic control staging costs.

**Line No. 5002 Changeable Message Signs**

Contingent Line number 5002: This change adds two, (2) Changeable Message Signs without communication interface, Contractor Furnished/Contractor Retained to the contract to convey traffic impact messages to the travelling public. Settlement of costs, agreed price of \$3,750.00/EA.



## PUBLIC WORKS MEMORANDUM

# City of Jackson

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**TO:** Mayor and Board of Aldermen

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

**DATE:** November 20, 2025

**RE:** Wastewater Plant Improvements Bids

---

Attached is a recommendation letter from our project engineer at Horner & Shifrin and a copy of the Penzel Construction, Inc. bid for the Wastewater Treatment Plant Improvements. This project will be funded from a \$10,100,000 State Revolving Fund Loan approved by voters in 2022 and from city funds.

Horner & Shifrin, Inc. has reviewed all submitted bids and recommends approval of the lowest bid from Penzel Construction in the amount of \$11,764,000. Details of this bid process are included in his letter of recommendation.

The following agenda item is the consideration of a contract with Penzel Construction for completion of this project.



THE POWER HOUSE AT UNION STATION • 401 S. 18<sup>th</sup> ST., STE. 400 • SAINT LOUIS, MISSOURI 63103-2296  
314-531-4321 • FAX 314-531-6966 • [www.HornerShifrin.com](http://www.HornerShifrin.com)

November 19, 2025

Ms. Janet Sanders  
Director of Public Works  
City of Jackson  
101 Court Street  
Jackson, MO 63755

**Re: City of Jackson  
Wastewater Treatment Plant Improvements Project  
Evaluation of Bids**

Dear Ms. Sanders,

In accordance with your request, Horner & Shifrin (H&S) has reviewed the four bid proposals pertaining to the above-referenced project, which were received by the City of Jackson on October 23, 2025. Scanned copies of the bid documents will be sent through email. Enclosed is the Bid Tabulation which summarizes the results of our bid evaluation.

The bids received ranged from the low bid of \$11,764,000 from Penzel Construction followed by Brockmiller Construction at \$12,599,000, KCI Construction at \$12,890,000, and Robinson Mechanical Contractors with the high bid at \$14,630,000. These bid prices are for the Base Bid of the Project to include no alternates meaning that no deducts are factored into the above-listed bid prices. Please note that our Engineer's Opinion of Probable Cost for this construction was \$11,346,000. The lowest bid was 3.55% above the opinion of probable construction cost and the high bid was 28.94% above the opinion of probable construction cost.

Per the Instruction to Bidders, Article 18, Paragraph 18.04, "If Owner awards the Contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid." In order to assess conformance of the submitted bids with the Procedural Bid Submittal Requirements, we examined the supplemental materials required by the Bidding Documents to be submitted with the Bid Form – Bid Bond, List of Major Subcontractors, List of Major Manufacturers/Suppliers, qualifications data, and SRF forms and Certifications. Our examination revealed irregularities were found for second-low bidder Brockmiller Construction and the third-low bidder KCI Construction in regard to the List of Major Subcontractors and SRF requirements as noted on the Bid Tabulation. The low bidder, Penzel Construction, met conformance with the bid submittal items.

On the basis of our review of these offers and the supporting materials submitted, discussions with City of Jackson staff, and in consideration of the fact that Horner & Shifrin is not aware of any reason for which the award of this construction contract should be withheld from Penzel



Ms. Janet Sanders  
November 19, 2025  
Page 2

Construction, it is the recommendation of Horner & Shifrin that the City of Jackson accept Penzel Construction's offer as the successful bidder for the Wastewater Treatment Plant Improvements Project.

The contract amount would be \$11,764,000.00.

If there are any questions or need to discuss our bid evaluation further, please contact me. We greatly appreciate the opportunity to continue to serve the City of Jackson.

Respectfully Submitted,

Gilbert (Ed) Sewing, P.E.  
Senior Project Manager, Water

cc: Joshua Brown, MDNR Financial Assistance  
Clarie Winn, MDNR Financial Assistance  
Matt Winters, City of Jackson  
File

## BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### **ARTICLE 1—OWNER AND BIDDER**

**1.01** This Bid is submitted to:

**Angela Birk, City Clerk  
City Hall  
101 Court Street  
Jackson, MO 63755**

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

### **ARTICLE 2—ATTACHMENTS TO THIS BID**

**2.01** The following documents are submitted with and made a condition of this Bid:

- A.** Required Bid security;
- B.** List of Proposed Major Subcontractors;
- C.** List of Proposed Major Suppliers;
- D.** Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- E.** Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
- F.** Required Bidder Qualification Statement with supporting data; and
- G.** SRF Forms and Certifications Listed Below
  - 1.** Certification of Non-segregated Facilities
  - 2.** Affidavit of Work Authorization and supporting enrollment documents
  - 3.** Missouri Domestic Products Certifications
  - 4.** DBE (MBE/WBE) – (utilization form)
  - 5.** Anti Lobby Form
  - 6.** Certification Regarding Debarment and Suspension
  - 7.** American Iron and Steel Certification

## ARTICLE 3—BASIS OF BID—LUMP SUM BASE BID AND ALTERNATES

### 3.01 Lump Sum Bids

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

#### A. TOTAL LUMP SUM PRICE – BASE BID

Eleven million seven hundred sixty-four thousand	(\$11,764,000.00)
(use words)	(figures)

#### B. BID ALTERNATE A (DEDUCT)

Remove all work associated with the construction of the new administration building including the associated site preparation, utility connections, site improvements, and reduced area of soil stabilization as detailed on the contract documents and included in the base lump sum bid. Provide a modular office facility with associated site preparation, soil stabilization, utility connections, and site improvements as detailed on Plan Sheets C5A, C5B, and C5C.

Three hundred sixty-five thousand	(\$ 365,000.00 )
(use words)	(figures)

#### C. BID ALTERNATE B (DEDUCT)

Remove all work associated with the construction of the new 8-inch waterline in Lee Avenue between Stations 0+00 and 14+20 including excavation, backfill, pipe, fittings, valves, fire hydrant assemblies, reconnection of existing water service lines, pavement removal and replacement, and site protection and restoration as detailed on Plan Sheets C11 through C14. The installation of the new water line between Stations 14+20 and 18+15 shall remain in the contract. Provide a new 4-inch connection between the existing 4-inch waterline and new 8-inch waterline at Station 14+20 as detailed on Plan Sheet C15.

Two hundred thirty thousand	(\$ 230,000.00 )
(use words)	(figures)

#### D. BID ALTERNATE C (DEDUCT)

Remove all work associated with demolition, rehabilitation, and conversion of the secondary clarifier mechanisms as detailed on Plan Sheets D3-D5 and P7-P11. All electrical work associated with this scope to disconnect and reconnect equipment shall be removed as well.

Seven hundred forty thousand	(\$ 740,000 )
(use words)	(figures)

**E. BID ALTERNATE D (DEDUCT)**

Remove all work associated with installation of the new Scum Pump Station improvements as detailed on Plan Sheets C7, C8, C10, C17, C19, P7-P11, P13, P14, P25. All electrical work associated with the installation of the new Scum Pump Station shall be removed as well.

#### ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## **ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA**

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: [Add rows as needed. Bidder is to complete table.]

Addendum Number	Addendum Date
1	10/8/2025
2	10/14/2025
3	10/16/2025

## ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### 6.02 *Bidder's Certifications*

##### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:

- a. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
- b. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
- c. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
- d. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## **ARTICLE 7—DEFINED TERMS**

7.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

BIDDER hereby submits this Bid as set forth above:

Bidder:

PENZEL CONSTRUCTION COMPANY, INC.

(typed or printed name of organization)

By:

Philip C. Penzel

(individual's signature)

Name:

PHILIP C. PENZEL

(typed or printed)

Title:

PRESIDENT

(typed or printed)

Date:

10/16/25

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

Sandy L. Penzel

(individual's signature)

Name:

SANDY L. PENZEL

(typed or printed)

Title:

SEC/TREAS

(typed or printed)

Date:

10/16/25

(typed or printed)

Address for giving notices:

325 W. JACKSON BLVD  
JACKSON MO 63755

Bidder's Contact:

Name:

CORBY RENAUD

(typed or printed)

Title:

PROJECT MANAGER

(typed or printed)

Phone:

573-243-8191

Email:

corbyr@penzel.com

Address:

325 W. JACKSON BLVD  
JACKSON MO 63755

Bidder's Contractor License No.: (if applicable)

00093676

**BILL NO. 25-\_\_**

**ORDINANCE NO. 25-\_\_**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *PENZEL CONSTRUCTION COMPANY, INC. OF JACKSON, MISSOURI* RELATIVE TO THE WASTEWATER TREATMENT PLANT IMPROVEMENTS 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 **Penzel Construction Company, Inc. of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: December 1, 2025.

SECOND READING: December 1, 2025.

PASSED AND APPROVED this 1st day of December, 2025, by a vote of    ayes,    nays,    abstentions and    absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

---

City Clerk

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is by and between **City of Jackson, Missouri** ("Owner") and **Penzel Construction Company, Inc.** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

### **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**The work in general consists of the construction of a new administration and office building, rehab of the existing screw pumps, rehab of the clarifier mechanisms, addition of scum pumping system, installation of weir in splitter box, removal and replacement of aeration rotors and control system in oxidation ditches, new WAS Fine Screen, installation of new membrane thickened aeration system in digesters, new MBT Permeate Pumps and Blowers in expanded digester building, WAS Screen Pump Station, new digester blowers, SCADA upgrades, and new 8-inch watermain.**

### **ARTICLE 2—THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **See Article 1 – Work above for project description.**

### **ARTICLE 3—ENGINEER**

3.01 The Owner has retained **Horner & Shifrin, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Horner & Shifrin, Inc.**

### **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

A. The Work will be substantially complete within **[600]** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **[630]** days after the date when the Contract Times commence to run.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **\$[500]** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$[500]** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.06 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

### ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of **\$11,764,000.00**.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

## ARTICLE 6—PROGRESS SCHEDULES

6.01 The Contractor shall submit for approval immediately after execution of the Agreement, a carefully-prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

## ARTICLE 7—PAYMENT PROCEDURES

### 7.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 7.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **[95]** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **[95]** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **[100%]** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **[100%]** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 7.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

B. The Owner shall make payment to the Contractor in accordance with section 34.057, RsMO.

7.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

**ARTICLE 8—CONTRACT DOCUMENTS**

8.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. Notice of Award
  - 2. This Agreement. (pages 1 to 7, inclusive)
  - 3. Bonds:
    - a. Performance bond (together with power of attorney). (pages 1 to \_\_, inclusive)
    - b. Payment bond (together with power of attorney). (pages 1 to \_\_, inclusive)
  - 4. General Conditions.
  - 5. Supplementary Conditions.
  - 6. Specifications as listed in the table of contents of the project manual (bearing the title: **City of Jackson WWTP Improvements**).
  - 7. Drawings (not attached but incorporated by reference) consisting of **157** sheets with each sheet bearing the following general title: **City of Jackson WWTP Improvements**.
  - 8. Addenda (numbers **1** to **3**, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages **1** to **6**, inclusive).
    - b. List of Proposed Major Subcontractors
    - c. List of Proposed Major Suppliers
    - d. Qualification Statement with Supporting Data
    - e. SRF Certifications as follows
      - 1) Certification of Non-Segregated Facilities
      - 2) Affidavit of Work Authorization and supporting enrollment
      - 3) Missouri Domestic Products Certification
      - 4) DBE (MBE/WBE) – (utilization form)
      - 5) Anti-Lobbying Form
      - 6) Certification Regarding Debarment and Suspension
      - 7) American Iron and Steel Certification

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 9—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 9.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 9.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 9.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 9.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_, 2025 (which is the Effective Date of the Contract).

Owner:

City of Jackson

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Dwain Hahs

(typed or printed)

Title: Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Jackson City Hall

101 Court Street

Jackson, MO 63755

Designated Representative:

Name: Janet Sanders

(typed or printed)

Title: Director of Public Works

(typed or printed)

Address:

Jackson City Hall

101 Court Street

Jackson, MO 63755

Phone: (573) 243-2300

Email: jsanders@jacksonmo.org

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Penzel Construction Company, Inc.

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name: Philip Penzel

(typed or printed)

Title: CEO

(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

325 West Jackson Boulevard

Jackson, MO 63755

Designated Representative:

Name: Philip Penzel

(typed or printed)

Title: CEO

(typed or printed)

Address:

325 West Jackson Boulevard

Jackson, MO 63755

Phone: (573) 243-8191

Email: philip@penzel.com

License No.: \_\_\_\_\_  
(where applicable)

State: