



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, September 18, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of September 5, 2023.

FINANCIAL AFFAIRS

3. Motion approving payment of the semimonthly bills.
4. Motion approving the City Collector's Report.
5. Motion approving the City Clerk's and Treasurer's Reports.

ACTION ITEMS

Power, Light, and Water Committee

6. Motion accepting funding from the 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Emergency Medical Service Providers Grant (EMSPG), relative to emergency medical service activities for Jackson Fire Rescue.
7. Bill proposing an Ordinance amending Chapter 1 (General Provisions) of the Code of Ordinances, regarding the authority to correct certain scrivener's errors.
8. Bill proposing an Ordinance authorizing the Mayor to sign a Consent Decree with the Environmental Protection Agency and the Missouri Department of Natural Resources, relative to the claim involving Missouri Electric Works.

Street, Sewer, and Cemetery Committee

9. Motion approving Change Order No. 2, in the amount of \$12,805.64, to Mike Light Cement Finishing Inc., of Perryville Missouri, relative to the Concrete Pavement Improvement Program.

- [10.](#) Motion approving Change Order No. 3, in the amount of \$19,850.00, to Black Diamond Paving, LLC, of Oak Ridge, Missouri, relative to the Asphalt Pavement Improvement Program.
- [11.](#) Motion accepting the bid of Precision Striping, LLC, of Cape Girardeau, Missouri, in the amount of \$43,555.70, relative to the Parking Lot Sealing Project.
- [12.](#) Bill proposing an Ordinance approving a contractual agreement with Precision Striping, LLC, relative to the Parking Lot Sealing Project.
- [13.](#) Bill proposing an Ordinance amending the “Stop Street Designation Schedule” – Schedule VI, by repealing and adding designations on Brittany Drive and Dana Drive.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

14. Report by Mayor
15. Reports by Board Members
16. Report by City Attorney
17. Report by City Administrator
18. Discussion of future agenda items

EXECUTIVE SESSION

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

ADJOURN

Posted on 09/15/2023 at 04:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, September 5, 2023 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: Joe Bob Baker, Mike Seabaugh, David Reiminger, Paul Sander, Wanda Young, David Hitt, and Shana Williams. Present-7; Absent-1: Alderwoman Katy Liley.

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

Proclamation Recognizing September)
 as Suicide Prevention Awareness Month)

Now comes forth Mayor Dwain L. Hahs to present a Proclamation recognizing September as Suicide Prevention Awareness Month in the City of Jackson.

Motion to Approve the Minutes of the)
 August 21, 2023, Regular Board Meeting)

Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the minutes of the preceding Regular Board Meeting of Monday, August 21, 2023. Ayes-7; Nays-0; Absent-1.

Motion to Approve Bills of September,)
 2023)

Now is presented the Semimonthly Bills Report, in the various funds for the month of September, 2023. Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the payment of Semimonthly Bills in the various funds for September, 2023. Ayes-7; Nays-0; Absent-1.

Motion to Authorize the Use of Outside)
 Loud Speakers at 542 West)
 Independence Street, on Saturday,)
 October 14, 2023, as submitted by the)
 Jackson Elks Lodge #2652)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to authorize the use of outside loud speakers at 542 West Independence Street, on Saturday, October 14, 2023, between the hours of 1:00 p.m. and 11:30 p.m., for the Benefit for Brian Meier special event, as submitted by Kimberly Anello of the Jackson Elks Lodge #2652, and waiving any restrictions relative to activity noise levels under Chapter 43 of the Code of Ordinances during said event. Ayes-7; Nays-0; Absent-1.

Motion to Accept Funding from the 2022)
 FEMA Assistance to Firefighters Grant)



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MINUTES

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to accept funding from the 2022 FEMA Assistance to Firefighters Grant (AFGP), relative to the replacement of a fill station/compressor used to fill Self-Contained Breathing Apparatus (SCBA) cylinders. Ayes-7; Nays-0; Absent-1.

Ordinance No. 23-70 Re: To Accept the)
 Dedication of a Water Line Easement)
 Deed from Regions Bank)

The matter of accepting the dedication of a Water Line Easement Deed from Regions Bank, relative to the East Jackson Boulevard Water Line Replacement Project, came on for consideration. Alderman Reiminger introduced Bill No. 23-72, being for an ordinance entitled as follows:

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

Motion made by Alderman Reiminger, seconded by Alderman Sander, Bill No. 23-72 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Sander, Bill No. 23-72 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. 23-70 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Sander-aye; Alderwoman Young-aye; Alderwoman Williams-aye; Alderman Seabaugh-aye; and Alderwoman Liley-absent.

BILL NO. 23-72

ORDINANCE NO. 23-70

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

WHEREAS, **Regions Bank, as successor to Cape County Bank**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Water Line Easement Deed, attached hereto.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the Deed which is attached hereto, subject to all of the terms and conditions therein expressed.



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MINUTES

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

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

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

FIRST READING: September 5, 2023.

SECOND READING: September 5, 2023.

PASSED AND APPROVED this 5th day of September, 2023, 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:

Liza Walker (signed)
City Clerk

Motion to Approve Change Order No. 1)
to Nip Kelley Equipment, of Cape)
Girardeau, Missouri, relative to the)
Restroom Building No. 1 Replacement)
Project)

Motion made by Alderman Baker, seconded by Alderman Hitt, to approve Change Order No. 1 to Nip Kelley Equipment, of Cape Girardeau, Missouri, relative to the Restroom Building No. 1 Replacement Project. Ayes-7; Nays-0; Absent-1.

Motion to Approve Change Order No. 1)
to Capri Pools & Aquatics, of)
Edwardsville, Illinois, relative to the)
Purchase of Chemicals and Installation)
of a Chemical Controller at the City Pool)

Motion made by Alderman Baker, seconded by Alderwoman Young, to approve Change Order No. 1 to Capri Pools & Aquatics, of Edwardsville, Illinois, relative to the purchase of chemicals and the installation of a chemical controller at the City Pool. Ayes-7; Nays-0; Absent-1.

Motion to Approve Change Order No. 1)
to Capri Pools & Aquatics, of)
Edwardsville, Illinois, relative to the)
Purchase and Installation of a Chemical)
Feeder at the City Pool)



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MINUTES

Motion made by Alderman Baker, seconded by Alderman Hitt, to approve Change Order No. 1 to Capri Pools & Aquatics, of Edwardsville, Illinois, relative to the purchase and installation of a chemical feeder at the City Pool. Ayes-7; Nays-0; Absent-1.

Motion to Accept the Proposal of Play &)
Park Structures of MO, of Park Hills,)
Missouri, relative to the Civic Center)
Playground Equipment Project)

Motion made by Alderman Baker, seconded by Alderwoman Young, to accept the proposal of Play & Park Structures of MO, of Park Hills, Missouri, in the amount of \$56,019.47, relative to the Civic Center Playground Equipment Project. Ayes-7; Nays-0; Absent-1.

Ordinance No. 23-71 Re: To Authorize a)
Contractual Agreement with Play & Park)
Structures of MO, of Park Hills,)
Missouri, relative to the Civic Center)
Playground Equipment Project)

The matter of authorizing a contractual agreement with Play & Park Structures of MO, of Park Hills Missouri, relative to the Civic Center Playground Equipment Project, came on for consideration. Alderman Baker introduced Bill No. 23-73, 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 PLAY & PARK STRUCTURES OF MO, OF PARK HILLS, MISSOURI, RELATIVE TO THE CIVIC CENTER PLAYGROUND EQUIPMENT PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderman Baker, seconded by Alderman Hitt, Bill No. 23-73 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Baker, seconded by Alderman Hitt, Bill No. 23-73 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. 23-71 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Sander-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderwoman Williams-aye; Alderman Seabaugh-aye; and Alderwoman Liley-absent.

BILL NO. 23-73

ORDINANCE NO. 23-71

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 PLAY & PARK STRUCTURES OF MO, OF PARK HILLS, MISSOURI, RELATIVE TO THE CIVIC CENTER PLAYGROUND EQUIPMENT 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 marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and



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MINUTES

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 marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Play & Park Structures of MO, of Park Hills, 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: September 5, 2023.

SECOND READING: September 5, 2023.

PASSED AND APPROVED this 5th day of September, 2023, 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:

Liza Walker (signed)
City Clerk

Motion to Accept the Bid of Corrective)
Asphalt Materials, LLC, of South)



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MINUTES

Roxana, Illinois, relative to the Asphalt)
 Preventative Maintenance Program)

Motion made by Alderman Baker, seconded by Alderwoman Young, to accept the bid of Corrective Asphalt Materials, LLC, of South Roxana, Illinois, in the amount of \$34,041.60, relative to the Asphalt Preventative Maintenance Program. Ayes-7; Nays-0; Absent-1.

Ordinance No. 23-72 Re: To Authorize a)
 Contractual Agreement with Corrective)
 Asphalt Materials, LLC, of South)
 Roxana, Illinois, relative to the Asphalt)
 Preventative Maintenance Program)

The matter of authorizing a contractual agreement with Corrective Asphalt Materials, LLC, of South Roxana, Illinois, relative to the Asphalt Preventative Maintenance Program, came on for consideration. Alderman Baker introduced Bill No. 23-74, 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 CORRECTIVE ASPHALT MATERIALS, LLC, OF SOUTH ROXANA, ILLINOIS, RELATIVE TO THE ASPHALT PREVENTATIVE MAINTENANCE PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderman Baker, seconded by Alderman Hitt, Bill No. 23-74 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Baker, seconded by Alderman Hitt, Bill No. 23-74 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. 23-72 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderwoman Liley-absent; Alderman Hitt-aye; Alderman Sander-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderwoman Williams-aye; and Alderman Reiminger-aye.

BILL NO. 23-74

ORDINANCE NO. 23-72

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 CORRECTIVE ASPHALT MATERIALS, LLC, OF SOUTH ROXANA, ILLINOIS, RELATIVE TO THE ASPHALT PREVENTATIVE MAINTENANCE 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 marked Exhibit A and 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.



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MINUTES

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 marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Corrective Asphalt Materials, LLC, of South Roxana, Illinois**. 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: September 5, 2023.

SECOND READING: September 5, 2023.

PASSED AND APPROVED this 5th day of September, 2023, 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:

Liza Walker (signed)
City Clerk

City Administrator James Roach)
requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for two personnel matters in accordance with RSMo Section 610.021(3) and three contractual items in accordance with RSMo Section 610.021(12).



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MINUTES

Introduction of New Police Officer)

Now comes forth Assistant Police Chief Alex Broch to introduce new Police Officer Mariah Barton to the Mayor and Board of Aldermen.

Motion to Recess the Meeting to Study)
 Session)

On a motion by Alderman Baker, seconded by Alderman Hitt, to recess the meeting at 6:18 P.M., to convene to the Study Session. Ayes-7; Nays-0; Absent-1.

.....
 Returned to Open Session at 7:06 P.M., from Study Session.

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

Meeting concluded at 7:06 P.M. On a motion by Alderman Reiminger, seconded by Alderman Hitt, it is ordered that the Board now convene into closed session for two personnel matters in accordance with RSMo Section 610.021(3) and three contractual items in accordance with RSMo Section 610.021(12) and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Williams-aye; Alderman Seabaugh-aye; Alderman Sander-aye; Alderman Baker-aye; Alderwoman Liley-absent; Alderman Hitt-aye; Alderman Reiminger-aye; and Alderwoman Young-aye. Ayes-7; Nays-0; Absent-1.

ATTEST:


Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR AUGUST 2023

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,717,195.19	323,524.07	243,430.83	61,709.14	-	2,345,859.23
Penalties	6,134.91	1,367.87	1,123.03	276.55	-	8,902.36
Sales Tax	49,790.84	9,463.08	-	-	-	59,253.92
Disconnect Fees	4,436.06	-	-	-	-	4,436.06
Returned Transaction Fees	600.00	-	-	-	-	600.00
Customer Relocation Fees	-	-	-	-	300.00	300.00
Trash Stickers	-	-	-	1,700.00	-	1,700.00
UTILITY COLLECTIONS	1,778,157.00	334,355.02	244,553.86	63,685.69	300.00	2,421,051.57
Adjustments - Services	-	-	-	-	-	-
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,778,157.00	334,355.02	244,553.86	63,685.69	300.00	2,421,051.57
Business/Contractor Licenses	-	-	-	-	549.50	549.50
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	549.50	549.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	196.28
Cash in bank	-	-	-	-	-	2,421,797.35
Missouri Sales Tax payment	(49,790.84)	(9,463.08)	-	-	-	(59,253.92)
TO CITY TREASURER					\$	2,362,543.43

Respectfully Submitted,



City Collector



CITY CLERK'S REPORT FOR THE MONTH OF AUGUST, 2023

ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	2,375.00	
Electric Service Lines	3,600.00	
Returned Check Fees	0.00	
URD Services	0.00	
Sales Tax Commission	956.58	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		6,931.58

CEMETERY

Sale of Lots	3,500.00	
Sale of Niches	1,500.00	
Grave Openings	2,250.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		7,250.00

WATER & SEWER

WATER

Water Taps & Water Meters	13,625.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>212.10</u>	
TOTAL		13,837.10

WASTEWATER

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

GENERAL REVENUE

Building Permits	2,186.10	
Electric Permits	340.00	
Gas Permits	200.00	
Plumbing/Sewer Permits	440.00	
Sewer Tap Permits	1,440.00	
Public Hearing & Plat Recording	100.00	
Stormwater Review Fees	300.00	
Street Repair or Mowing	0.00	
Gas Franchise	10,080.56	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	150.00	
Telephone Franchise Fees	7,993.26	
Fire Cost Recovery	673.55	
Court Fines	0.00	
Court Costs	0.00	
Fingerprint Fee	0.00	
Court Postage	0.00	
Court Warrant Fees	0.00	
Crime Victims Compensation	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,058.00	
Health Insurance Reimbursement	145.72	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		25,107.19

INMATE SECURITY FUND

Inmate Security Court Costs	0.00	
TOTAL		0.00

PARK

Misc. Park Rentals	0.00	
Ballfield Rentals	1,546.00	
Pavilion Rentals	775.00	
TOTAL		2,321.00

TRUST & AGENCY

July 4th Receipts	0.00	
Farmers Market Fees	0.00	
TOTAL		0.00

PARK FOUNDATION

Donations	4,200.00	
Civic Center Donations	0.00	
TOTAL		4,200.00

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	1,024.38	
Swimming Pool Gate Receipts	6,045.00	
Softball Entry Fees	0.00	
Softball Sponsor Fees	0.00	
Softball Tournament Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	1,300.00	
Baseball Sponsor Fees	0.00	
TOTAL		8,369.38

LANDFILL

Refuse Collections	180.00	
Recyclables	367.50	
E-Cycle TV/Monitor Fees	0.00	
Royalties	10,500.00	
TOTAL		11,047.50

RECREATIONAL SALES TAX FUND

Civic Center Rentals	7,647.50	
Civic Center Programs	0.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	737.50	
Civic Center Concessions	106.50	
TOTAL		8,491.50

HEALTH INSURANCE FUND

Health Insurance Reimbursement	1,177.00	
TOTAL		1,177.00

STORMWATER FUND

Stormwater Credit	0.00	
Stormwater Maintenance	692.96	
TOTAL		692.96

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension	1,156.69	
TOTAL		1,156.69

REPORT TOTAL		<u>\$90,581.90</u>
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Water & Light Deposit Accounts

AUGUST, 2023

Beginning Balance August 1, 2023:	\$279,392.21
TOTAL DEPOSITS	\$16,860.32
TOTAL REFUNDS	\$11,531.52
Ending Balance August 31, 2023:	\$284,721.01

Balance Consists of :

Checking Account for US Bank	\$74,721.01
Investments	\$210,000.00
	\$284,721.01

CITY TREASURER'S REPORT FOR AUGUST, 2023

Item 5.

FUND	FUND BALANCES 08-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 08-31-2023	INVESTMENTS	CASH BALANCE 08-31-2023
ELECTRIC FUND							
Operation & Maintenance	-	1,807,657.97	(525,543.44)	1,282,114.53	-	-	-
Electric Surplus	2,267,066.58	-	502,503.12	13,935.82	2,755,633.88	975,099.34	1,780,534.54
Electric Capital Projects Fund	4,338,566.54	-	-	-	4,338,566.54	4,300,000.00	38,566.54
General Revenue	3,478,529.69	83,759.97	(72,988.03)	530,794.97	2,958,506.66	2,900,000.00	58,506.66
Landfill Fund	528,383.12	81,600.42	(7,999.54)	44,280.80	557,703.20	485,000.00	72,703.20
City Park Fund	204,481.87	3,571.90	(5,914.41)	37,742.62	164,396.74	160,000.00	4,396.74
Public Park Foundation Fund	141,779.48	4,200.00	-	2,200.00	143,779.48	75,000.00	68,779.48
Cemetery Fund	937,327.85	11,513.17	(5,293.19)	27,785.00	915,762.83	909,000.00	6,762.83
Band Fund	-	738.56	-	738.56	-	-	-
Stormwater Maintenance Fund	289,086.65	748.98	-	-	289,835.63	266,000.00	23,835.63
ARPA Fund	2,709,540.92	-	-	23,050.59	2,686,490.33	2,600,000.00	86,490.33
Road Use Tax Fund	673,474.50	71,216.75	(19,166.66)	388.70	725,135.89	625,000.00	100,135.89
Sales Tax Fund	1,715,378.28	283,329.34	-	3,842.54	1,994,865.08	1,987,712.87	7,152.21
Fire Protection Sales Tax Fund	64,570.97	64,754.83	-	-	129,325.80	-	129,325.80
Recreation Sales Tax	80,820.47	73,246.32	(787.55)	31,904.40	121,374.84	-	121,374.84
Public Safety Sales Tax	123,474.69	129,435.42	-	-	252,910.11	-	252,910.11
Trust and Agency Fund	1,085,716.72	31,531.28	14,570.10	32,286.91	1,099,531.19	1,080,000.00	19,531.19
Recreational Development	55,424.40	8,369.38	-	39,084.39	24,709.39	-	24,709.39
Transportation Sales Tax	324,105.23	137,970.06	-	108,459.71	353,615.58	300,000.00	53,615.58
I-55 Corridor Special Alloc.	1,262.55	-	-	-	1,262.55	-	1,262.55
Capital Projects Construction	2,027,509.88	3,348.94	-	-	2,030,858.82	2,000,000.00	30,858.82
Economic Development Reserve	1,000,000.00	-	-	-	1,000,000.00	1,000,000.00	-
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	943,567.24	2,002.62	140,985.31	86,128.93	1,000,426.24	-	1,000,426.24
Inmate Security Fund	16,153.12	92.00	-	-	16,245.12	-	16,245.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	401,139.08	(235,258.51)	165,880.57	-	-	-
Water Replacement	756,540.50	-	-	-	756,540.50	725,000.00	31,540.50
Water & Sewer Revenue Bond	317,743.80	-	-	98,363.00	219,380.80	190,000.00	29,380.80
Water & Sewer Deprec. Res.	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,129,484.19	15,925.00	413,102.28	6,120.75	9,552,390.72	8,957,106.57	595,284.15
Wastewater Operation & Maint.	-	245,454.03	(198,209.48)	47,244.55	-	-	-
Wastewater Replacement	1,077,658.74	-	-	-	1,077,658.74	1,065,532.77	12,125.97
W & S Construction Fund	4,317,892.58	-	-	6,471.25	4,311,421.33	200,000.00	4,111,421.33
TOTALS	38,719,157.63	3,461,606.02	-	2,588,818.59	39,591,945.06	30,910,451.55	8,681,493.51

Respectfully Submitted,

Cash on Hand	1,475.00
General Account	6,313,858.01
Collectors Account	2,362,543.43
Equitable Sharing Fund	3,617.07

Liza Walker, City Clerk/Treasurer (signed)

TOTAL	8,681,493.51
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City of Jackson

September 13, 2023

Subject: FY 2023 ARPA Emergency Medical Providers Grant

Dear Mayor and Board of Aldermen,

I brought before you in June a list of grants that we applied for. One of those was the 2023 ARPA Emergency Medical Providers Grant in the amount of \$39,560.00. This grant would be to purchase some Advanced Life Support training equipment for our medical first responders. This would require a match of 50% (\$19,780.00) that we plan to include in our 2024 budget request. Please see the text of the award letter with the reduced amount that was awarded as well as the city's match. We are asking for a motion to authorize the mayor to sign the sub-award agreement to accept this award and begin the procurement process.

“Thank you for your recent application submission to the SFY 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Emergency Medical Service Providers Grant (EMSPG). Your application has been selected for funding in the amount of \$19,780.00. As a condition of the award, you are required to contribute a cost match in the amount of \$19,780.00 of non-Federal funds, or fifty (50) percent of the total approved project costs of \$39,560.00. Please note, total projects costs may exceed the amount listed in this letter as the maximum amount of cost match required to receive the maximum award is \$20,000.00.”

If you have any questions or comments, please contact me at 573-243-1010 or jmouser@jacksonfire.org.

Sincerely,

Jason Mouser
Fire Chief
Jackson Fire Rescue
503 S. Hope St.
Jackson, MO 63755
573-243-5740 (fax)
jmouser@jacksonfire.org

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 1, ARTICLE III OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO THE AUTHORITY TO CORRECT SCRIVENER'S ERRORS; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 1, Article III, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended by **ADDING** Section 1-33 to read as follows:

“Sec. 1-33. – Authority to correct scrivener’s errors.

- (a) The City Clerk is hereby authorized to correct scrivener’s errors in the City Code, Ordinances or Resolutions adopted by the Board of Aldermen without the need for readoption of the City Code provision, Ordinance or Resolution.
- (b) For the purposes of this section, a scrivener’s error includes one or more of the following:
 - 1. Misspelling;
 - 2. Grammatical error;
 - 3. Numbering error;
 - 4. Cross-referencing error; or
 - 5. Inconsistency with the rules of style for the City Code, Ordinance or Resolution.
- (c) Any correction shall be accompanied by a scrivener’s note on or attached to the City Code, Ordinance or Resolution.
- (d) Corrections to sections of the City Code shall be noted in the Code.”

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

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

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

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

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

FIRST READING: _____.

SECOND READING: _____.

PASSED AND APPROVED this _____ day of _____, 2023, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONSENT DECREE BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE ENVIRONMENTAL PROTECTION AGENCY AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, RELATIVE TO THE CLAIM INVOLVING MISSOURI ELECTRIC WORKS; 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 consent decree marked Exhibit A and 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 execute said consent decree.

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 consent decree marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the **Environmental Protection Agency and the Missouri Department of Natural Resources**. 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 executes said consent decree.

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

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: September 18, 2023.

SECOND READING: September 18, 2023.

PASSED AND APPROVED this 18th day of September, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

EXHIBIT

A

In the United States District Court
for the Eastern District of Missouri
Southeastern Division

----- X
United States of America,

and

State of Missouri,

Plaintiffs,

v.

Ameren, et al.,

Defendants.
----- X

Civil No. _____
(Consolidated)

US Draft 11Aug2023

CONSENT DECREE

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Appendix A: Map of the Missouri Electric Works Superfund Site

Appendix B: List of Settling Defendants

I. BACKGROUND

A. The United States of America (United States), on behalf of the Administrator of the U.S. Environmental Protection Agency (EPA), filed a complaint against the Settling Defendants in this matter pursuant to Section 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. § 9607, as amended, seeking reimbursement of response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances at the Missouri Electric Works Superfund Site in Cape Girardeau, Cape Girardeau County, Missouri (Site). The Settling Defendants assert or allege that the Settling Federal Agencies are liable to the Settling Defendants for contribution at the Site under Section 113(f) of CERCLA, 42 U.S.C. § 9613(f).

B. The State also filed a complaint against the Settling Defendants and the United States in this Court alleging that Settling Defendants and Settling Federal Agencies are liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and applicable state law. The State in its complaint seeks reimbursement of its past and future response costs incurred or to be incurred for response actions taken or to be taken at or in connection with the release or threatened release of hazardous substances and other pollutants and contaminants associated with the Site.

C. In response to the release or threatened release of hazardous substances at or from the Site, EPA and the State have undertaken response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and may undertake additional response actions in the future.

D. In performing response actions at the Site, EPA and the State have incurred response costs and will incur additional response costs in the future.

E. The Settling Defendants do not admit any liability arising out of the transactions or occurrences alleged in the complaints or with respect to any facts which may be alleged in connection with the exercise by the United States or State of any of the Reservations by Plaintiffs set forth in Section IX. Settling Federal Agencies do not admit any liability arising out of the transactions or occurrences alleged in any counterclaim asserted by Settling Defendants or any claim by the State or with respect to any facts which may be alleged in connection with the exercise by the United States or State of any of the Reservations by Plaintiffs set forth in Section IX.

F. On or before August __, 2023, in anticipation of the Parties potentially entering into this Consent Decree, General Star Insurance, on behalf of Settling Defendants, deposited \$6,700,000 into an interest-bearing escrow account in a duly chartered bank or trust company that is insured by the Federal Deposit Insurance Corporation (the "Escrow Account"). The escrow agreement provides that such funds will be disbursed in accordance with this Consent Decree; except that in the event this Consent Decree is not entered by the Court, and the time for any appeal of that decision has run, or if the Court's denial of entry is upheld on appeal, the monies placed in escrow, together with accrued interest thereon, shall be returned to General Star Insurance.

G. The United States, the State, and Settling Defendants agree, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in

good faith, that settlement of this matter without further litigation and without any further admission or adjudication of any issue of fact or law is appropriate and will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, with the consent of the Parties to this Decree, it is hereby ORDERED, ADJUDGED, and DECREED:

II. JURISDICTION

1. This Court has subject matter jurisdiction over the claims in this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1367 and 42 U.S.C. §§ 9607 and 9613(b), and also has personal jurisdiction over Settling Defendants. Solely for the purposes of this Consent Decree and the underlying complaint, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge entry or the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree is binding upon the United States and the State, and upon Settling Defendants and their heirs, successors, and assigns. Any change in ownership or corporate or other legal status, including, but not limited to, any transfer of assets or real or personal property, shall in no way alter the status or responsibilities of Settling Defendants under this Consent Decree.

3. Settling Defendants are jointly and severally liable for the payment of the amounts due under this Consent Decree and any other requirements hereunder which apply to them. In the event of the insolvency or other failure of any one or more Settling Defendants to pay the amounts due under this Consent Decree that apply to the Settling Defendants, the remaining Settling Defendants shall pay all such amounts. Notwithstanding the foregoing, the Settling Defendants shall have no liability to the United States or the State of Missouri to pay any amounts the Settling Federal Agencies are obligated to pay pursuant to this Consent Decree, and the Settling Federal Agencies shall have no liability to the United States or the State of Missouri to pay any amounts the Settling Defendants are obligated to pay pursuant to this Consent Decree.

IV. DEFINITIONS

4. Unless otherwise expressly provided in this Consent Decree, terms used in this Consent Decree that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in any appendix attached hereto, the following definitions shall apply:

“CERCLA” shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601–75.

“Consent Decree” shall mean this Consent Decree and all appendices attached hereto. In the event of conflict between this Consent Decree and any appendix, this Consent Decree shall control.

“Day” or “day” shall mean a calendar day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the close of business of the next working day.

“DOD” shall mean the U.S. Department of Defense, as described in 10 U.S.C. § 111.

“DOJ” shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

“Effective Date” shall mean the date upon which the approval of this Consent Decree is recorded on the Court’s docket.

“EPA” shall mean the U.S. Environmental Protection Agency and any of its successor departments or agencies.

“EPA Hazardous Substance Superfund” shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

“Escrow Interest” shall mean interest at the rate specified in the escrow agreement creating the Escrow Account.

“Future Response Costs” means all costs (including direct, indirect, payroll, enforcement costs, contractor, travel, and laboratory costs) that the United States: (a) pays between the Date of Lodging and the Effective Date; and (b) pays after the Effective Date, in connection with the Site. Future Response Costs also includes all Interest accrued after the Date of Lodging on EPA’s unreimbursed costs (including Past Response Costs) under section 107(a) of CERCLA.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at <https://www.epa.gov/superfund/superfund-interest-rates>.

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral or an upper- or lower-case letter.

“Past Response Costs” means all costs (including direct, indirect, payroll, contractor, enforcement costs, travel, and laboratory costs) that the United States paid in connection with the Site through the Date of Lodging, plus all interest on such costs accrued under section 107(a) of CERCLA through such date.

“Parties” shall mean the United States, the State, and the Settling Defendants.

"Plaintiffs" shall mean the United States and the State.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901–6992 (also known as the Resource Conservation and Recovery Act).

"Missouri Electric Works Special Account" shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

"Section" shall mean a portion of this Consent Decree identified by a Roman numeral.

"Settling Defendants" shall mean those parties identified in Appendix B.

"Settling Federal Agencies" shall mean the DOD, to include the Department of the Air Force, the Department of the Army, and the Defense Logistics Agency, and their successor departments, agencies, or instrumentalities.

"Site" shall mean the Missouri Electric Works Superfund Site, encompassing approximately 6.4 acres, located adjacent to U.S. Highway 61 (South Kings Highway) in Cape Girardeau, Missouri, as depicted on the map included in Appendix A, including all areas where hazardous substances and other pollutants or contaminants released at the Site have come to be located.

"State" shall mean the State of Missouri.

"State Response Costs" shall mean all costs, including direct and indirect costs, incurred by the State prior to the Date of Lodging or to be incurred by the State on or after the Date of Lodging, in connection with the Site.

"United States" shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA and Settling Federal Agencies.

V. STATEMENT OF PURPOSE

5. By entering into this Consent Decree, the mutual objective of the Parties is for Settling Defendants and Settling Federal Agencies to pay response costs, which include a premium with respect to Future Response Costs, to resolve their alleged civil liability under federal and Missouri law for the Site under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607, and Missouri law, as provided in the Covenants by Plaintiffs in Section VIII, subject to the Reservation of Rights by Plaintiffs in Section IX. In addition, it is the mutual intent of the Parties to resolve the claims that have been or could have been asserted against the United States with regard to this Site and resolve all the Settling Federal Agencies' alleged civil liability to the Settling Defendants for the Site under Sections 107(a) and 113(f) of CERCLA, 42 U.S.C. §§ 9607(a) and 9613(f). It is also the mutual intent of the Parties to effectuate protection from contribution actions or claims for the Settling Defendants and Settling Federal Agencies under Section 113(f)(2) and (f)(3)(B) of CERCLA, 42 U.S.C. § 9631(f)(2) and (f)(3)(B), as provided in Section XI (Effect of Settlement/Contribution). § 9613(f).

VI. PAYMENT OF RESPONSE COSTS

6. **Payment of Response Costs by Settling Defendants.** Within 30 days after the Effective Date, Settling Defendants shall cause the monies in the Escrow Account, together with accrued Escrow Interest thereon, to be paid in accordance with this Paragraph and Paragraphs 7 and 8:

a. \$6,074,739 to EPA, plus Escrow Interest accrued thereon, in payment of Past Response Costs and Future Response Costs.

b. \$625,261 to the State, plus Escrow Interest accrued thereon, in payment of State Response Costs.

7. Method/Form of Payments by Settling Defendants.

a. Settling Defendants shall cause payment to be made to EPA at <https://www.pay.gov> in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit (FLU) of the U.S. Attorney's Office for the Eastern District of Missouri after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (CDCS) Number, which shall be used to identify all payments required to be made in accordance with this Consent Decree. The Settling Defendants shall timely provide their anticipated date of payment upon request from the FLU. The FLU will then transmit the payment instructions for the Settling Defendants to:

Ellen Goldman
Executive Director
MEW Site Donor Trust
c/o
Seigfreid Bingham
2323 Grand Ave. STE. 1000
Kansas City Mo. 64108
EGoldman@sb-kc.com

With a copy to:

Timothy J. Bergere
Armstrong Teasdale LLP
2005 Market St., 29th Floor
One Commerce Square
Philadelphia, PA 19103
Tel. (267) 780-2024
TBergere@atllp.com

Settling Defendants may change the individual to receive payment instructions on their behalf by providing written notice to DOJ and EPA of such change in accordance with Section XIV (Notices and Submissions).

b. Settling Defendants shall cause payment to be made to the State in the form of an official bank check. The check shall be made payable to the Missouri Department of

Natural Resources and shall reference *United States v. Ameren, et al.*, Civil Action No. _____ . Settling Defendants shall send the check to:

Missouri Department of Natural Resources
Attn: Environmental Remediation Program, Superfund Section
P.O. Box 176
Jefferson City, Missouri 65102-0176

8. Notices of Payment.

a. At the time of payment to EPA, Settling Defendants shall send notice that payment has been made to both EPA and DOJ in accordance with Section XIV(Notices and Submissions). Such notice shall reference the CDCS Number, Site/Spill ID Number 076R, and DJ Number 90-11-2-614/4.

b. At the time of payment to the State, Settling Defendants shall send notice that payment has been made to the State in accordance with Section XIV(Notices and Submissions).

9. Payments by Settling Federal Agencies.

a. As soon as reasonably practicable after the Effective Date, the United States, on behalf of Settling Federal Agencies, shall pay:

(1) To EPA \$600,798, in payment of Past Response Costs and Future Response Costs.

(2) To the State \$61,839, in payment of State Response Costs. Payment to the State shall be by Automatic Clearing House (ACH) Electronic Funds Transfer in accordance with instructions provided by the State.

b. **Interest.** If any payment required by Paragraph 9.a is not made within 120 days after the Effective Date, the United States, on behalf of Settling Federal Agencies, shall pay Interest on the unpaid balance, with such Interest commencing on the 121st day after the Effective Date and accruing through the date of the payment.

c. The Parties to this Consent Decree recognize and acknowledge that the payment obligations of Settling Federal Agencies under this Consent Decree can only be paid from appropriated funds legally available for such purpose. Nothing in this Consent Decree shall be interpreted or construed as a commitment or requirement that any Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other applicable provision of law.

10. Deposit of Payments. The total amount to be paid to EPA pursuant to Paragraphs 6 and 9 shall be deposited by EPA in the Missouri Electric Works Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

VII. FAILURE TO COMPLY WITH CONSENT DECREE

11. **Interest on Late Payments.** If Settling Defendants fail to cause the payments required by Paragraph 6 (Payment of Response Costs) to be made by the required due date, Interest shall continue to accrue on the unpaid balance through the date of payment.

12. **Stipulated Penalty for Late Payments.**

a. If any amounts due to EPA or the State under Paragraph 6 (Payment of Response Costs) are not paid by the required date, Settling Defendants shall be in violation of this Consent Decree and shall pay, as a stipulated penalty, in addition to the Interest required by Paragraph 11 (Interest on Late Payments):

Penalty Per Violation

Per Day

\$500

\$1,000

\$2,000

\$4,000

Period of Noncompliance

1st through 14th day

15th through 30th day

31st through 60th day

61st day and beyond

b. Stipulated penalties are due and payable within 30 days after the date of the demand for payment of the penalties by EPA or the State. Settling Defendants shall make all payments to EPA at <https://www.pay.gov> in accordance with the procedures under Paragraph 7 (Method/Form of Payments by Settling Defendants) and send notice of this payment to the United States and State in accordance with Paragraph 8 (Notices of Payment). Settling Defendants shall indicate in the comment field on the <https://www.pay.gov> payment form that the payment is for stipulated penalties.

All payments to the State under this Paragraph shall be identified as “stipulated penalties” and shall also be made in accordance with the procedures under Paragraph 7.

c. Penalties shall accrue as provided in this Paragraph regardless of whether EPA or the State has notified Settling Defendants of the violation or made a demand for payment but need only be paid upon demand. All penalties shall begin to accrue on the day after the payment is due and shall continue to accrue through the date of payment; provided that, if the Settling Defendants have timely provided the FLU with the anticipated date of payment (upon request by the FLU) and the FLU has not provided payment instructions in accordance with Paragraph 7 before the 30th Day after the Effective Date, penalties shall not accrue until ten (10) days after the FLU provides payment instructions to the Settling Defendants.

13. Except with respect to actions against individual Settling Defendants under Section XIII and Paragraph 36, if the United States or the State brings an action to enforce this Consent Decree against the Settling Defendants, the Settling Defendants shall reimburse the United States and the State for all costs of such action, including but not limited to costs of attorney time.

14. Payments made under this Section shall be in addition to any other remedies or sanctions available to Plaintiffs by virtue of Settling Defendants’ failure to comply with the requirements of this Consent Decree.

15. The obligations of Settling Defendants to pay amounts owed the United States and the State under Paragraphs 6, 11, 12, and 13 (except as otherwise specified therein) of this Consent Decree are joint and several. In the event of the insolvency of any Settling Defendant or the failure by any Settling Defendant to make the payments required under this Consent Decree, the remaining Settling Defendants shall be responsible for such payments.

16. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Consent Decree. Payment of stipulated penalties shall not excuse Settling Defendants from payment as required by Section VI (Payment of Response Costs) or from performance of any other requirements of this Consent Decree.

VIII. COVENANTS BY PLAINTIFFS

17. **Covenants for Settling Defendants by the United States and the State.** Except as specifically provided in Section IX (Reservation of Rights by Plaintiffs), the United States and the State covenant not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), and, with respect to the State, applicable Missouri law, with regard to the Site. With respect to present liability, these covenants shall take effect upon the Effective Date. With respect to future liability, these covenants shall take effect upon completion of all remedial action at the Site. Remedial action shall be considered complete when EPA issues the Final Close-Out Report for the Site. These covenants are conditioned upon the satisfactory performance by Settling Defendants of their obligations under this Consent Decree, including but not limited to, payment of all amounts due under Section VI (Payment of Response Costs), and any additional Interest or stipulated penalties due thereon under Section VII (Failure to Comply with Consent Decree). These covenants extend only to Settling Defendants and their successors and assigns, but only to the extent that the alleged liability of a successor or assign is based on its status and in its capacity as a successor or assign of a Settling Defendant, and not to the extent that the alleged liability arose independently of the alleged liability of any Settling Defendant, and do not extend to any other person.

18. **Covenants for Settling Federal Agencies by EPA.** Except as specifically provided in Section IX (Reservation of Rights by Plaintiffs), EPA covenants not to take administrative action against Settling Federal Agencies pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), with regard to the Site. With respect to present liability, this covenant shall take effect upon the Effective Date. With respect to future liability, this covenant shall take effect upon completion of all remedial action at the Site. Remedial action shall be considered complete when EPA issues the Final Close-Out Report for the Site. This covenant is conditioned upon the satisfactory performance by Settling Federal Agencies of their obligations under this Consent Decree. This covenant extends only to Settling Federal Agencies and does not extend to any other person.

19. **Covenant for Settling Federal Agencies by the State.** Except as specifically provided in Section IX (Reservation of Rights by Plaintiffs), the State covenants not to sue or take administrative action against Settling Federal Agencies with regard to the Site. With respect to present liability, this covenant shall take effect upon the Effective Date. With respect to future liability, this covenant shall take effect upon completion of all remedial action at the Site.

Remedial action shall be considered complete when EPA issues the Final Close-Out Report for the Site. This covenant is conditioned upon the satisfactory performance by Settling Federal Agencies of their obligations under this Consent Decree. This covenant extends only to Settling Federal Agencies and does not extend to any other person.

IX. RESERVATION OF RIGHTS BY PLAINTIFFS

20. United States Pre-Closeout Reservations.

a. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to issue an administrative order or to institute proceedings in this action or in a new action seeking to compel Settling Defendants, and EPA reserves the right to issue an administrative order seeking to compel the Settling Federal Agencies, to perform response actions relating to the Site, to pay the United States for additional costs of response, or any combination thereof. The United States may exercise this reservation only if, (a) prior to issuance of the Final Close-Out Report, (1) conditions at the Site, previously unknown to EPA, are discovered, or (2) information, previously unknown to EPA, is received, in whole or in part, and (b) EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the Remedial Action is not protective of human health or the environment.

21. Prior to the issuance of the Final Close-Out Report, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date that the ROD for Operable Unit 3 was signed and as set forth in the RODs for Operable Units 1, 2 and 3; the administrative records supporting the RODs for Operable Units 1, 2 and 3; existing post-ROD decision documents; or the post-ROD administrative records for such post-ROD decision documents.

22. United States' Post-Closeout Reservations.

a. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to issue an administrative order or to institute proceedings in this action or in a new action seeking to compel Settling Defendants, and EPA reserves the right to issue an administrative order seeking to compel the Settling Federal Agencies, to perform response actions relating to the Site, to pay the United States for additional costs of response, or any combination thereof. The United States may exercise this reservation only if, (a) subsequent to issuance of the Final Close-Out Report, (1) conditions at the Site, previously unknown to EPA, are discovered, (2) information, previously unknown to EPA is received, in whole or in part, and (b) EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the Remedial Action is not protective of human health or the environment.

b. After issuance of the Final Close-Out Report, the information and the conditions known to EPA shall include only that information and those conditions known to EPA as of the date of the Final Close-Out Report and set forth in the RODs for Operable Units 1, 2, and 3; the administrative records supporting the RODs for Operable Units 1, 2, and 3; post-ROD decision documents existing as of the date of the Final Close-Out Report; the post-ROD administrative records for Operable Units 1, 2, and 3; or in any information received by EPA pursuant to the requirements of this CD prior to the issuance of the Final Close-Out Report.

23. **General Reservations.** Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, all rights against Settling Defendants, and EPA and the federal natural resource trustee reserve, and this Consent Decree is without prejudice to, all rights against Settling Federal Agencies, with respect to:

- a. liability for failure of Settling Defendants or Settling Federal Agencies to meet a requirement of this Consent Decree;
- b. criminal liability;
- c. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- d. liability based on the ownership or operation of the Site by Settling Defendants or Settling Federal Agencies when such ownership or operation commences after signature of this Consent Decree by Settling Defendants or Settling Federal Agencies;
- e. liability based on Settling Defendants' or Settling Federal Agencies' transportation, treatment, storage, or disposal, or arrangement for transportation, treatment, storage, or disposal of a hazardous substance or a solid waste at or in connection with the Site, after signature of this Consent Decree by Settling Defendants or Settling Federal Agencies; and
- f. liability arising from the past, present, or future disposal, release, or threat of release of a hazardous substance, pollutant, or contaminant outside of the Site.

24. **Final Close-Out Report.** As soon as reasonably practicable after performance standards have been attained, EPA will issue a Final Close-Out Report for the Site, which will confirm in writing that the Remedial Action has been performed fully. This report shall constitute the Final Close-Out Report for purposes of Paragraphs 17, 18, 19, 20 and 21 above.

X. COVENANTS BY SETTLING DEFENDANTS AND SETTLING FEDERAL AGENCIES

25. **Covenants by Settling Defendants.** Settling Defendants covenant not to sue and agree not to assert any claims or causes of action against the United States or the State, or their contractors or employees, with respect to the Site and this Consent Decree, including but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of response actions at or in connection with the Site, including any claim under the United States Constitution; the Missouri Constitution; the Tucker Act, 28 U.S.C. § 1491; the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended; or at common law; or
- c. any claim pursuant to Sections 107 or 113 of CERCLA, 42 U.S.C. §§ 9607 or 9613; Section 7002(a) of RCRA, 42 U.S.C. § 6972(a); or state law, relating to the Site.

26. **Covenants by Settling Federal Agencies.** Settling Federal Agencies agree not to assert any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund through Sections §§ 106(b)(2), 107, 111, 112, and 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, and 9613, or any other provision of law with respect to the Site and this Consent Decree. These covenants do not preclude demand for reimbursement from the Superfund of costs incurred by a Settling Federal Agency in the performance of its duties (other than pursuant to this Consent Decree) as lead or support agency under the NCP.

27. Except as provided in Paragraph 29 (Claims Against Other PRPs) and Paragraph 34 (*Res Judicata* and Other Defenses), the covenants in this Section shall not apply in the event the United States or the State brings a cause of action or issues an order or directive pursuant to any of the reservations set forth in Section IX (Reservation of Rights by Plaintiffs), other than in Paragraph 23.a (liability for failure to meet a requirement of the Consent Decree) or 23.b (criminal liability), but only to the extent that Settling Defendants' claims arise from the same response action or response costs that the United States or the State is seeking pursuant to the applicable reservation.

28. Nothing in this Consent Decree shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

29. **Claims Against Other PRPs.** Each Settling Defendant agrees not to assert any claims and to waive all claims or causes of action (including but not limited to claims or causes of action under Sections 107(a) and 113 of CERCLA, 42 U.S.C. §§ 9607(a) and 9613) that it may have for response costs relating to the Site against each other. This waiver shall not apply with respect to any defense, claim, or cause of action that a Settling Defendant may have against any person if such person asserts a claim or cause of action relating to the Site against such Settling Defendant. Nothing in this Paragraph 28 shall waive or compromise any specific contractual rights or undertakings between or among the Settling Defendants.

XI. EFFECT OF SETTLEMENT/CONTRIBUTION

30. Except as provided in Paragraph 29 (Claims Against Other PRPs), nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. Except as provided in Section X (Covenants by Settling Defendants and Settling Federal Agencies), each of the Parties expressly reserves any and all rights (including, but not limited to, under Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Consent Decree diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613(f)(2) and (3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2) of CERCLA.

31. The Parties agree, and by entering this Consent Decree this Court finds, that this settlement constitutes a judicially-approved settlement pursuant to which each Settling Defendant and each Settling Federal Agency has, as of the Effective Date, resolved its liability to the United States and the State within the meaning of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and each Settling Defendant and Settling Federal Agency is entitled, as of the

Effective Date, to protection from contribution actions or claims as provided by Section 113(f)(2) of CERCLA, or as may be otherwise provided by law, for the “matters addressed” in this Consent Decree. The “matters addressed” in this Consent Decree are all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the Site, by the United States or any other person; provided, however, that, if the United States exercises rights under the reservations in Section IX (Reservation of Rights by Plaintiffs), other than in Paragraphs 23.a (liability for failure to meet a requirement of Consent Decree) or 23.b (criminal liability), the “matters addressed” in this Consent Decree will no longer include those response costs or response actions that are within the scope of the exercised reservation.

32. The Parties further agree, and by entering this Consent Decree this Court finds, that the complaint filed by the United States in this action is a civil action within the meaning of Section 113(f)(1) of CERCLA, 42 U.S.C. § 9613(f)(1), and that this Consent Decree constitutes a judicially-approved settlement pursuant to which each Settling Defendant and each Settling Federal Agency has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

33. Each Settling Defendant shall, with respect to any suit or claim brought by it for matters related to this Consent Decree, notify EPA, DOJ, and the State in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Defendant also shall, with respect to any suit or claim brought against it for matters related to this Consent Decree, notify EPA, DOJ, and the State in writing within 30 days after service of the complaint or claim upon it. In addition, each Settling Defendant shall notify EPA, DOJ, and the State within 15 days after service or receipt of any Motion for Summary Judgment, and within 15 days after receipt of any order from a court setting a case for trial, for matters related to this Consent Decree.

34. **Res Judicata and Other Defenses.** In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants and, with respect to a State action, Settling Federal Agencies, shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by Plaintiffs set forth in Section VIII, including the Settling Defendants’ right to assert that the claims raised by the United States or State in such subsequent proceeding are within the scope of the Covenants by Plaintiffs set forth in Section VIII and do not fall within the scope of any Reservation of Rights by Plaintiffs set forth in Section IX.

35. **Effect on Prior Order.** Upon the Effective Date of this Consent Decree Settling Defendants’ obligations under the Administrative Settlement and Order on Consent, Docket No. CERCLA 07-2016-0018 (“OU3 RI/FS ASAOC”) are deemed satisfied and all actions have been fully performed in accordance with the terms of the RI/FS ASAOC. This Paragraph shall serve as EPA’s written Notice of Completion to Settling Defendants, in accordance with the terms of the OU3 RI/FS ASAOC.

XII. ACCESS TO INFORMATION

36. Each Settling Defendant shall provide to EPA and the State, upon request, copies of all records, reports, documents, and other information (including records, reports, documents and other information in electronic form) (hereinafter referred to as "Records") then within its possession or control, or that of its contractors or agents, relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information regarding the Site.

37. Privileged and Protected Claims.

a. Settling Defendants may assert that all or part of a Record is privileged or protected as provided under federal law, provided it complies with Paragraph 37.b, and except as provided in Paragraph 37.c.

b. If Settling Defendants assert a claim of privilege or protection, they shall provide Plaintiffs with the following information regarding such Record: its title; its date; the name, title, affiliation (*e.g.*, company or firm), and address of the author, each addressee, and of each recipient; a description of the Record's contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Defendants shall provide the Record to Plaintiffs in redacted form to mask the privileged or protected information only. Settling Defendants shall retain all Records that they claim to be privileged or protected until the United States has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in Settling Defendants' favor.

c. Settling Defendants may make no claim of privilege or protection regarding:

(1) any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

(2) the portion of any Record that Settling Defendants are required to create or generate pursuant to this Consent Decree.

38. **Business Confidential Claims.** Settling Defendants may assert that all or part of a Record submitted to Plaintiffs under this Section or Section XIII (Retention of Records) is business confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Settling Defendants shall segregate and clearly identify all Records or parts thereof submitted under this Consent Decree for which Settling Defendants assert a business confidentiality claim. Records that Settling Defendants claim to be confidential business information will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA and the State, or if EPA has notified Settling Defendants that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Defendants.

39. Notwithstanding any provision of this Consent Decree, the United States and the State retain all of their information gathering and inspection authorities and rights, including enforcement actions related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIII. RETENTION OF RECORDS

40. Until three (3) years after the Effective Date, each Settling Defendant shall preserve and retain all non-identical copies of Records now in its possession or control, or that come into its possession or control, that relate in any manner to its liability under CERCLA with respect to the Site, provided, however, that, if a Settling Defendant is potentially liable as owner or operator of the Site, that Settling Defendant must retain, in addition, all Records that relate to the liability of any other person under CERCLA with respect to the Site, for a period of ten (10) years from the Effective Date. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

41. After the conclusion of the record retention period, Settling Defendants shall notify EPA, DOJ, and the State at least 90 days prior to the destruction of any such Records, and, upon request by EPA, DOJ, or the State, except as provided in Paragraph 37 (Privileged and Protected Claims), Settling Defendants shall deliver any such Records to EPA or the State.

42. Each Settling Defendant certifies that, to the best of its knowledge and belief, after reasonable inquiry, since January 1, 2020, it has:

a. not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by the United States or the State, and that it has fully complied with any and all EPA and State requests for information regarding the Site and each Settling Defendant's financial circumstances, including but not limited to insurance and indemnity information, pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B); Section 3007 of RCRA, 42 U.S.C. § 6927; and state law; and

b. fully disclosed any information regarding the existence of any insurance policies or indemnity agreements that may cover claims relating to cleanup of the Site, and submitted to EPA upon request such insurance policies, indemnity agreements, and information.

43. The United States acknowledges that each Settling Federal Agency: (a) is subject to all applicable federal record retention laws, regulations, and policies; and (b) has certified that it has fully complied with any and all EPA and State requests for information regarding the Site under Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B); Section 3007 of RCRA, 42 U.S.C. § 6927; and state law.

XIV. NOTICES AND SUBMISSIONS

44. Whenever, under the terms of this Consent Decree, notice is required to be given or a document is required to be sent by one party to another, it shall be directed to the individuals at the addresses specified below, with a preference for email, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice to a Party by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of the Consent Decree regarding such Party.

As to DOJ by email:

eescasemanagement.enrd@usdoj.gov
MailProcessing_EDS.ENRD@usdoj.gov

As to DOJ by regular mail:

EES Case Management Unit
 U.S. Department of Justice
 Environment and Natural Resources Division
 P.O. Box 7611
 Washington, D.C. 20044-7611
 Re: DJ # 90-11-2-614/4

Chief
 U.S. Department of Justice
 Environment and Natural Resources Division
 Environmental Defense Section
 P.O. Box 7611
 Washington, D.C. 20044-7611
 Re: DJ # 90-11-2-614/4

As to EPA:

Katie Gulley, Attorney-Adviser
 RE: Missouri Electric Works Superfund Site
 U.S. Environmental Protection Agency, Region 7
 11201 Renner Blvd.
 Lenexa, Kansas 66219
gulley.katherine@epa.gov
 (913) 551-7880

Hoai Tran
 Remedial Project Manager
 RE: Missouri Electric Works Superfund Site
 Superfund Division
 U.S. Environmental Protection Agency, Region 7
 11201 Renner Blvd.
 Lenexa, Kansas 66219
tran.hoai@epa.gov
 (913) 551-7330

As to the State:

Missouri Department of Natural Resources
 Environmental Remediation Program
 Superfund Section
 P.O. Box 176
 Jefferson City, MO 65102-0176

As to Settling Defendants:

Ellen Goldman
 Executive Director

MEW Site Donor Trust
 c/o
 Seigfreid Bingham
 2323 Grand Ave. STE. 1000
 Kansas City Mo. 64108
 EGoldman@sb-kc.com

With copies to:

Timothy J. Bergere
 Armstrong Teasdale LLP
 2005 Market St., 29th Floor
 One Commerce Square
 Philadelphia, PA 19103
 Tel. (267) 780-2024
 TBergere@atllp.com

Cara Duffield
 Hume Ross
 Wiley Rein LLP
 2050 M Street NW
 Washington DC 20036
 (202) 719-7000
 cduffield@wiley.law
 hross@wiley.law

As to Settling Federal Agencies:

XV. RETENTION OF JURISDICTION

45. This Court shall retain jurisdiction over this matter for the purpose of interpreting and enforcing the terms of this Consent Decree.

XVI. INTEGRATION/APPENDICES

46. This Consent Decree and its appendices constitute the final, complete, and exclusive agreement and understanding between the Parties with respect to the settlement embodied in this Consent Decree. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree. The following appendices are attached to and incorporated into this Consent Decree:

“Appendix A” is the Map of the Missouri Electric Works Superfund Site.

“Appendix B” is the List of Settling Defendants.

XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

47. This Consent Decree shall be lodged with the Court for a period of at least 30 days for public notice and comment. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations that indicate that this Consent Decree is inappropriate, improper, or inadequate. Settling Defendants consent to the entry of this Consent Decree without further notice.

48. If for any reason this Court should decline to approve this Consent Decree in the form presented, this Consent Decree is voidable at the sole discretion of any Party and the terms of the Consent Decree may not be used as evidence in any litigation between the Parties.

XVIII. SIGNATORIES/SERVICE

49. Each undersigned representative of Settling Defendants, the Assistant Attorney General for the Environment and Natural Resources Division, and the Assistant Attorney General for the State certifies that he or she is authorized to enter into the terms and conditions of this Consent Decree and to execute and bind legally such Party to this document.

50. Settling Defendants agree not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree, unless the United States has notified Settling Defendants in writing that it no longer supports entry of the Consent Decree.

51. Settling Defendants shall identify, on the attached signature page, the name and address of an agent who is authorized to accept service of process by mail on behalf of each Settling Defendant with respect to all matters arising under or relating to this Consent Decree. Settling Defendants agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including but not limited to, service of a summons.

XIX. FINAL JUDGMENT

52. Upon entry of this Consent Decree by the Court, this Consent Decree shall constitute the final judgment between and among the United States, the State, and the Settling Defendants. The Court enters this judgment under Fed. R. Civ. P. 58.

SO ORDERED THIS __ DAY OF _____ 2023.

Honorable _____
United States District Judge

Signature Page for Consent Decree Regarding Missouri Electric Works Superfund Site

FOR THE UNITED STATES OF AMERICA:

Dated

Todd S. Kim
Assistant Attorney General
U.S. Department of Justice
Environment and Natural Resources Division

P.O. Box 7611
Washington, D.C. 20044-7611

Eric D. Albert
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Enforcement Section
P.O. Box 7611
Washington, D.C. 20044-7611

Daniel Pinkston
U.S. Department of Justice
Environment and Natural Resources Division
Environmental Defense Section
P.O. Box 7611
Washington, D.C. 20044-7611

Signature Page for Consent Decree Regarding Missouri Electric Works Superfund Site

Regional Administrator, Region 7
U.S. Environmental Protection Agency
11201 Renner Boulevard
Lenexa, Kansas 66219

Katherine E. Gulley
Attorney-Adviser, Region 7
U.S. Environmental Protection Agency
11201 Renner Boulevard
Lenexa, Kansas 66219

Signature Page for Consent Decree Regarding Missouri Electric Works Superfund Site

FOR THE STATE OF MISSOURI:

Dated

Eric Schmitt
Attorney General

Timothy Duggan, Assistant Attorney General

Dated

Kyra Moore, Director
Division of Environmental Quality
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102

Signature Page for Consent Decree Regarding Missouri Electric Works Superfund Site

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Liza Walker
Title: City Clerk
Company: City of Jackson, MO
Address: 101 Court St.
Jackson, MO 63755
Phone: 573-243-3568 x2020
Email: lwalker@jacksonmo.org



City of Jackson

CHANGE ORDER

Mike Light Cement Finishing, Inc

Name of Contractor

909 PCR 630

Contractor Address

2023 Concrete Pavement Improvement Program

Project Name

2

Change Order No.

Perryville, MO 63775

City/State/Zip

09/08/2023

Date

Description: ☐ See Attachments

This change order is to address the final quantities for the 2023 Concrete project as well as to extend the contract date to allow for punch list items to be completed. Additional quantities for the project include corrections to quantities in the bid documents as well as additional damaged panels addressed on Court Street.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: 248763.60	Original Contract End Date: 8/21/2023
Previous Change Orders: 39802.50	Net Change from Previous Change Orders: 21
Contract Price prior to this Change Order: 288566.10	Contract End Date prior to this Change Order: September 11, 2023
Net Increase (Decrease) of this Change Order: 12805.64	Net Increase (Decrease) of this Change Order: 14
Contract Price with all approved Change Orders: 301371.24	Contract End Date with all approved Change Orders: September 25, 2023

Recommended By:

Anna Bergmark
Anna Bergmark, PE

9/15/2023

Date

Authorized By:

Mayor, City of Jackson

Date

Accepted By:

Mike Light
Contractor Auth. Representative

9/15/2023

Date



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: August 31, 2023

RE: Change Order No 3 – 2023 Asphalt Pavement Improvement Program

Attached to this memo is Change Order No 3 for the 2023 Asphalt Pavement Improvement Program. The purpose of this change order is to include the necessary repair work for N. Missouri Street. The roots of two trees had caused the sidewalk and roadway to heave. The trees were removed by the property owner, the concrete sidewalk repaired, and now the asphalt repairs can be completed. The contractor provided two options for the repairs. The first option was filling in the gaps caused by the sidewalk work and replacing the asphalt that has already failed. The second option is to do a full replacement of the first nine feet from the gutter. Nine feet is the full width of a paving machine.

Staff is recommending option #2 as this would allow for the majority, if not all the potential subgrade issues caused by the trees to be removed and it would allow for the contractor to do a smoother transition from the existing roadway to the new concrete gutter.

I recommend approval of this change order using option #2.



City of Jackson

CHANGE ORDER

Black Diamond Paving, LLC

3

Name of Contractor

Change Order No.

511 County Road 411

Oak Ridge, MO 63769

Contractor Address

City/State/Zip

2023 Asphalt Pavement Improvement Program

8/30/2023

Project Name

Date

Description: ☒ See Attachments

This change order is to allow for the repair to N. Missouri Street. Damage was caused by the roots of two trees which have since been removed. See the attached quote from Black Diamond Paving for a detailed cost breakdown and a location map.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 342,337.98	Original Contract End Date: August 17, 2023
Previous Change Orders: \$ 45,731.02	Net Change from Previous Change Orders: 0
Contract Price prior to this Change Order: \$ 388,069.00	Contract End Date prior to this Change Order: August 17, 2023
Net Increase (Decrease) of this Change Order: \$ 19,850.00	Net Increase (Decrease) of this Change Order: 75
Contract Price with all approved Change Orders: \$ 407,919.00	Contract End Date with all approve Change Orders: October 31, 2023

Recommended By: Anna Bergmark
Anna Bergmark, PE, City Engineer

8-31-23
Date

Authorized By: _____
Mayor, City of Jackson

Date

Accepted By: [Signature]
Contractor Auth. Representative

8-31-23
Date

Black Diamond Paving (dba Paving Pros, LLC)

511 County Road 411
Oak Ridge, MO 63769-6211

Proposal

Date	Proposal #
8/28/2023	

Customer & Address
2023 City of Jackson Asphalt
Jackson, MO

Terms
15% down with proposal acceptance Balance due on completion of work
Customer E-mail
abergmark@jacksonmo.org

Point of Contact	Customer Phone #
Anna Berkman	573-243-2300
	Total
Missouri Street- Gap by Curb Option 1 Paving Pros will remove approximately 153 square feet of broken edges of trench repair at 6" in thickness and replace with 6" of new asphalt.	\$12,275.00
Option 2 Paving Pros will remove and replace your approximately 2,430 square feet. To include 10" of excavation and replace with 6" of rock and 4" of new asphalt. This is the same gap, just an option to fill the lane.	\$19,850.00
Notes - Due to the pricing index at this time, material costs are ever changing. This proposal is only guaranteed thru September 30, 2023 before Paving Pros will re-evaluate the prices attached to this work.	
Grand Total	TBD
Prices include labor, material, and equipment necessary for quoted scope of work. The quoted prices may be withdrawn and are subject to change due to the fluctuating cost of petroleum products. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over the above proposal. All agreements contingent upon circumstances or delays beyond our control. Scheduling is at Paving Pros discretion. Paving Pros LLC assumes no responsibility for sub-grade, and/or sub-base, and/or base conditions or any defect or failure in the surface caused by sub-grade, and/or base conditions or damages from ground cracks. Interest at the rate of 1 1/2% per month on the unpaid balance 30 days after completion. All materials will remain the personal property of Paving Pros LLC until total bill is paid in full. This is a confidential document and it may not be shared with third parties without our permission.	

Acceptance of Proposal: Customer is responsible for acquiring all necessary federal, state, and local permits and notifying Contractor of the location of all underground services of any type.

Customer will indemnify Contractor for damage to any underground services not disclosed to Contractor. Customer accepts the quoted prices, specifications and conditions and authorizes the work specified. Payment will be made as outlined above.

.....
Signature

E-mail	Web Site	Phone #	Proposal by
Lindsay@pavingproslc.com	pavingproslc.com	573-266-0055	Jimmy Pletka
If everything meets your satisfaction, please authorize, date and return one copy of the proposal to Paving Pros, LLC. The other copy is for your records. After receiving the authorized proposal, we will make arrangements to do the work. If you have any questions, please feel free to give us a call. We are looking forward to completing this work for you. Paving Pros LLC is a fully insured company, including general liability, vehicle liability, and workers compensation.			

Tent. Date oct 16.



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: August 31, 2023

RE: 2023 Parking Lot Sealing Project Bid Tabulations

Attached you will find the bid tabulations for the 2023 Parking Lot Sealing Program. Staff recommends awarding the project to Precision Striping LLC of Cape Girardeau MO, for \$43,555.70.

This project includes the sealing and restriping of the following: City Hall parking lot, Power Plant parking lot, Brookside Park parking lot, West Adams Street Bridge over Hubble Creek, the basketball courts and the tennis courts on Parkview Street.

CITY OF JACKSON

2023 Parking Lot Sealing Project

BID OPENING: August 31, 2023 10am

Opened By: Anna Bergmark

Witnessed By: Ginger Earnest

BASE BID				Precision Striping		Black Diamond Paving	
ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
101	City Hall Parking Lot	26,130	SF	\$0.45	\$11,758.50	\$0.93	\$24,300.90
102	Power Plant Parking Lots	23,719	SF	\$0.30	\$7,115.70	\$0.81	\$19,212.39
103	Brookside Park Parking Lot	35,163	SF	\$0.30	\$10,548.90	\$0.78	\$27,427.14
104	W Adams Street Bridge over Hubble	3,905	SF	\$0.50	\$1,952.50	\$1.78	\$6,950.90
					\$31,375.60		\$77,891.33

ALTERNATE BID 1

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
105	Restripe City Hall and Brookside Parking Lots	1	LS	\$3,650.00	\$3,650.00	\$3,700.00	\$3,700.00
					\$3,650.00		\$3,700.00

ALTERNATE BID 2

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
201	Basketball Court - W Park St	7,503	SF	\$0.30	\$2,250.90	\$0.93	\$6,977.79
202	Tennis Courts - Parkview St	10,264	SF	\$0.30	\$3,079.20	\$0.83	\$8,519.12
203	Restripe Basketball and Tennis Court	1	LS	\$3,200.00	\$3,200.00	\$3,520.00	\$3,520.00
					\$8,530.10		\$19,016.91

Base Bid	\$31,375.60	\$77,891.33
Base Bid + Alt 1	\$35,025.60	\$81,591.33
Base Bid + Alt 2	\$39,905.70	\$96,908.24
Base Bid + Alt 1 + Alt 2	\$43,555.70	\$100,608.24

BILL NO. 23-__

ORDINANCE NO. 23-__

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 *PRECISION STRIPING, LLC, OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO THE *PARKING LOT SEALING 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 an agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Precision Striping, LLC, 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 agreement.

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

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

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

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

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

FIRST READING: September 18, 2023.

SECOND READING: September 18, 2023.

PASSED AND APPROVED this 18th day of September, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

BILL NO. _____

ORDINANCE NO. _____

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

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

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

BRITTANY DRIVE: On Brittany Drive (traveling south) at its intersection with Nicole Lane. NOTE: Cars traveling north on Brittany Drive will not stop at Nicole Lane.

Section 2. The "Stop Street Designation Schedule, Schedule VI," passed and approved on the 18th day of November, 1985, is hereby amended by adding thereto the following stop street designations:

BRITTANY DRIVE: On Brittany Drive at its intersection with Nicole Lane, traffic on Brittany Drive to stop.

DANA DRIVE: On Dana Drive at its intersection with Leming Lane and Nicole Lane, traffic on Dana Drive to stop.

Section 3. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Stop Street Designation Schedule, Schedule VI," of the City of Jackson, Missouri, and the City Clerk is directed to amend said schedule in accordance herewith.

Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause stop signs to be placed at the above streets in accordance herewith.

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

Section 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

FIRST READING: _____.

SECOND READING: _____.

PASSED AND APPROVED this _____ day of _____, 2023, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk