

# City Of Dixon Ordinances

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166	19 June 1975	Relating To Narcotic Drugs
167	7 July 1975	Vacating A Certain Alleyway
168	4 August 1975	Repealing Ordinances 154, 155 And 156 Concerning Railroad Operations
169	4 August 1975	Imposing A Tax For General Revenue Purposes On All Sellers
170	3 November 1975	Authorizing The Issuance Of One General Obligation Bond <b>Repealed By Ordinance 171</b>
171	1 December 1975	Repealing Ordinance 170 For Issuance Of General Obligation Bonds
172	11 December 1975	Providing A Budget For FY-77
173	5 January 1976	Governing The Operation Of A Motor Vehicle While Under The Influence Of Alcohol <b>Repealed By Ordinance 174 And 453</b>
174	1 March 1976	Governing The Operation Of A Motor Vehicle While Under The Influence Of Alcohol; <b>Repealed By Ord. 452</b>
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177	9 February 1977	Vacating A Portion Of Street In Shelton-Elkins Addition to the City of Dixon, Missouri
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179	7 March 1977	Enacting A New Ordinance Providing For Business Licenses
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181	6 June 1977	Governing The Operation Of A Motor Vehicle
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187	6 December 1977	Authorizing The Borrowing Of Funds For The Park Board
188	6 December 1977	Employing Accountants For The City
189	6 December 1977	Employing An Attorney For The City; Waiver Of Notice For Special Meeting
190	6 December 1977	Providing A Budget For FY-78
191	6 March 1978	Authorizing The Employment Of The City Attorney
192	1 May 1978	Establishing A Personnel Policy; <b>Repealed By Ord. 249</b>
193	7 August 1978	Relating To Animal Control
194	5 September 1978	Tax Levy For The Year of 1978
195	4 October 1978	Annexing Property To The City Of Dixon, Missouri (Shepherd Park)
196	25 October 1978	Amending Section 3 Of Ordinance 141 Dated 19 March 1971
197	26 Dec 1978	Establishing The City Police Court
198	13 March 1979	Relating To Enumeration Of Nuisances
199	10 April 1979	Calling For A Special Election To Fill The Vacancy Of Alderman Of The Second Ward
200	19 April 1979	Annexing Property To The City Of Dixon, Missouri
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203	8 May 1979	Relating To Reimbursement For Travel Expenses For Elected Officials
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205	12 June 1979	Annexing Property To The City Of Dixon, Missouri
206	12 June 1979	Annexing Property To The City Of Dixon, Missouri
207	12 June 1979	Annexing Property To The City Of Dixon, Missouri
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209	10 July 1979	Annexing Property To The City Of Dixon, Missouri
210	10 July 1979	Annexing Property To The City Of Dixon, Missouri
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213	9 October 1979	Execute An Agreement For The Collection And Disposal Of Solid Waste; <b>Repealed By Ord. 246</b>
214	9 October 1979	Reimposing The City Sales Tax On Residential Utility Service Provided Within The Municipality
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216	11 December 1979	Annexing Property To The City Of Dixon, Missouri
217	11 December 1979	Annexing Property To The City Of Dixon, Missouri
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219	11 December 1979	Annexing Property To The City Of Dixon, Missouri
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222	25 March 1980	Fixing The Salary For The City Clerk
223	8 April 1980	Establishing Personnel Policy For The City Of Dixon, Missouri <b>Repealed By Ordinance 249</b>
224	12 May 1980	Relating To The offense Of Interfering With A Police Officer In The Discharge Of His Official Duties
225	10 June 1980	Annexing Property To The City Of Dixon, Missouri
226	10 June 1980	Annexing Property To The City Of Dixon, Missouri
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232	19 August 1980	Combined Waterworks And Sewerage System Refunding And Improvement Bonds Series 1980 <b>Amended By Ord. 457</b>
233	9 September 1980	Relating To Loitering In Public Places
234	16 December 1980	Pertaining To Fair Housing Regulations
235	13 January 1981	Authorizing The Mayor To Execute An Agreement For The Collection And Disposal Of Solid Waste
236	10 December 1980	A Comprehensive Business License Ordinance For The City Of Dixon, Missouri (Letter Size)
237	10 March 1981	Relating To Peace Disturbance
238	13 January 1980	A Comprehensive Stop Sign Ordinance
239	8 September 1981	Tax Levy For The Year of 1981
240	3 August 1981	Returning The Office Of City Clerk To A Hired Position
241		Establish A User Charge System For Sewerage System
242		Sewer Use
243	5 October 1981	Annexing Property To The City Of Dixon, Missouri
244	5 October 1981	Annexing Property To The City Of Dixon, Missouri
245	7 December 1981	Authorizing The Payment Of Certain Wages And Salaries Of Waterworks, Sewage System And Maintenance
246	13 February 1982	Authorizing An Agreement With M&M Sanitation For Collection And Disposal Of Solid Waste
247	19 April 1982	Defining Food And Drink Place Of Business, Regulatory Authority; <b>Repealed by Ord. 443</b>

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<u>Ordinance</u>	<u>Date</u>	<u>Title</u>
248	19 April 1982	Regulating The Maintenance And Operation Of An Ambulance Service
249	19 April 1982	Establishing A Uniform Personnel Policy For City Employees <b>Amended By Ordinance 463 &amp; 475</b>
250	2 August 1982	For Installation Of Railroad Crossing Signals At The Intersection Of Elm St. And The Railroad Grade Crossing
251	2 August 1982	Tax Levy For The Year of 1982
252	7 September 1982	Relating To Animal Control; <b>Repealed By Ord. 408</b>
253	4 October 1982	Legislation To Revise And Update Current Statues Relating To Municipal Laws
254	1 November 1982	Hiring And Fixing The Salary For The City Clerk For A Period Of One (1) Year
255		Establishing A User Charge System For Wastewater Treatment Works; <b>Repealed By Ord. 257</b>
256	10 December 1982	National Drunk And Drugged Driving Awareness Week City Of Dixon Proclamation
257	7 March 1983	Establishing A User Charge System For Waste Water Treatment Works <b>Amended By Ord. 457</b>
258	7 March 1983	Fixing The Salary Of The City Marshal
259	7 March 1983	Fixing The Salary Of The Municipal Court Judge; <b>Amended Ord. 404</b>
260	4 April 1983	Fixing The Salary Of The Mayor <b>Amended By Ord. 519</b>
261	4 April 1983	Fixing The Salary Of The Board Of Alderman <b>Amended By Ord. 520</b>
262	6 June 1983	Amending The Water Rate And Charge System In Effect As Reflected In Ordinance 151; <b>Amended Ord. 399</b>
263	6 May 1983	Apply For Outdoor Recreation Assistance Program For Park Improvements
264	6 June 1983	Resolution Stating The Support For The Pulaski County Community Development Block Grant
265	28 June 1983	Regulating The Use Of Public And Private Sewers And Drains
266	8 August 1983	Tax Levy For The Year of 1983
267	10 October 1983	Annexing Property To The City Of Dixon, Missouri
268	7 November 1983	Hiring And Fixing The Salary The Position Of City Clerk
269	5 December 1983	Pertaining To The Subject Matter Of Operators Licenses And Vehicle License Plates
270	19 April 1984	Pertaining To The Subject Of Nuisances
271	22 June 1984	Annexing Property To The City Of Dixon, Missouri
272	31 July 1984	Providing For The Mandatory Collection, Transportation, Storage, Processing And Disposal Of Solid Waste
273	6 August 1984	Tax Levy For The Year of 1984
274	4 March 1984	Execute An Agreement For Collection And Disposal Of Solid Waste <b>Repealed By Ord. 426</b>
275	4 March 1986	Adopting And Enacting A Code Of Ordinances Of The City Of Dixon, Missouri
276	14 June 1985	Authorizing Granting Of Easement
277	1 July 1985	Requiring The Display Of Street Numbers On Dwellings Or Structures
278	15 August 1985	Tax Levy For The Year of 1985
279	5 September 1985	Establishing Opening And Closing Hours For Certain Businesses Serving Alcoholic Beverages
280	7 October 1985	Providing For The Sale Of Water To Public Water Supply District Number 3
281	7 October 1985	Annexing Property To The City Of Dixon, Missouri
282	2 December 1985	Hiring And Fixing The Salary For The City Clerk For A Period Of One (1) Year
283	6 January 1986	Authorizing The Mayor To Execute An Agreement For The Collection And Disposal Of Solid Waste
284	3 February 1986	Annexing Property To The City Of Dixon, Missouri
285	3 February 1986	Authorizing The Mayor To Enter Into An Agreement With The Missouri Division Of Highway Safety
286	12 February 1986	Authorizing The Mayor And City Clerk To Enter Into A Loan Agreement With Cord Moving And Storage Co. Inc.
287	2 June 1986	Vacating A Portion Of Streets And Alleys In Santee's Addition
288	25 August 1986	Tax Levy For The Year of 1986
289	8 September 1986	Establishing Penalties For Delinquent Property Taxes Within The City Of Dixon, Missouri
290	8 September 1986	Providing For Court Costs in Municipal Ordinance Violation Cases
291	22 September 1986	Annexing Property To The City Of Dixon, Missouri
292	3 November 1986	Annexing Property To The City Of Dixon, Missouri
293	1 December 1986	Annexing Property To The City Of Dixon, Missouri
294	23 November 1986	Hiring And Fixing The Salary Of The City Clerk For A Period Of Two Years
295	10 December 1986	Annexing Property To The City Of Dixon, Missouri
296	5 January 1987	Authorizing the Mayor to Execute on Behalf of City of Dixon that Certain Agreement for the Collection and Disposal of Solid Waste
297	20 July 1987	Establishing Penalties For Possession Of Intoxicants By A Minor
298	3 August 1987	Tax Levy For The Year of 1987
300	3 August 1987	Establishing Penalties For Operating An Unlicensed Motor Vehicle
301	26 October 1987	Adapting A Solid Waste Management Plan
302	7 December 1987	Establish A Water Meter Installation Fee
303	7 December 1987	Authorizing The Mayor To Execute An Agreement For The Collection And Disposal Of Solid Waste
304	4 January 1988	Providing For Renewal Of A Franchise Granted To Gascoage Electric Cooperative <b>Amended By Ord. 400</b>
305	5 July 1989	Abandon Certain Easements Across Real Property And Enter Into A Lease With Dixon Senior Center
306	21 August 1989	Tax Levy For The Year of 1989
307	14 September 1989	Vacating A Portion Of Elm Street
308	6 November 1989	Annexing Property To The City Of Dixon, Missouri <b>Repealed By Ord. 472</b>
309	4 December 1989	Annexing Property To The City Of Dixon, Missouri
310	6 February 1990	Establish A One-Half Of One Percent Sales Tax For Capital Improvements And Put It Before The Voters For Approval
311	27 March 1990	Authorizing The Mayor To Execute Documents Necessary To Join The Missouri Intergovernmental Risk Management Association
312	5 April 1990	Adopting Rules And Regulations For The Establishment And Operation Of The Dixon Police Department <b>Amended By Ord. 325</b>
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314	21 June 1990	Establishing The Control, Registration And Disposition Of Animals Running At Large Within City Limits
315	2 July 1990	Establishing Penalties For Operating A Motor Vehicle Without Using A Restraining Device <b>Repealed By Ord. 412</b>
316	2 July 1990	Establishing Penalties For Trespass In The First Degree
317	2 July 1990	Establishing Penalties For Trespass In The Second Degree
318	2 July 1990	Establishing An Increase In Court Costs For The Law Enforcement Officers Training Fund
319	2 July 1990	Authorizing The Municipal Court To Enter A Judgment For The Crime Victim's Compensation Fund <b>Repealed By Ord. 454</b>
320	27 August 1990	Tax Levy For The Year of 1990
321	12 September 1990	Establishing Penalties For Possession Of Open Container Of Intoxicants
322	10 December 1990	Authorizing The Mayor To Execute An Agreement For The Collection And Disposal Of Solid Waste
323	6 May 1991	Authorizing The Mayor To Execute An Amendment To The Agreement For The Collection And Disposal Of Solid Waste
324	6 May 1991	Establishing Penalties For Failure To Procure Annual City Business License
325	6 May 1991	Amending Ordinance 312, To Provide For Written Disciplinary Action Against Patrolmen
326	6 May 1991	Prohibiting The Smoking Of Tobacco Products In City Hall
327	13 May 1991	Annexing Property To The City Of Dixon, Missouri (Country Club Estates)
328	3 June 1991	Annexing Property To The City Of Dixon, Missouri
329	3 June 1991	Designating East Chestnut Street As One-Way
330	3 June 1991	Establish The Name Or Names Of Certain Street (Ash Street)
331	4 June 1991	Vacating A Portion Of Hilltop Street
332	3 June 1991	To Submit The Question Of A Tax Levy Of Seventy One Cents On The One Hundred Dollars Assessed Valuation

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333	20 August 1991	Tax Levy For The Year of 1991
334	19 August 1991	Providing For The Appointment Rather, Rather Than The Election, Of A Chief Of Police, <b>Amended By Ord. 337</b>
335	19 August 1991	Annexing Property To The City Of Dixon, Missouri
336	9 September 1991	Prohibiting The Maintenance Of Nuisances, Providing For Abatement And Penalties For Nuisances
337	7 October 1991	Establishing A New Date For Submission Of The Question Posed By Ordinance 334, Providing For An Appointed Chief Of Police
	11 January 1992	Grant Of Easement For A Sewer Line
338	3 February 1992	Authorizing The Holding Of A Special Election To Fill The Unexpired Four Year Term Of City Marshal, One Year Remains
339	16 March 1992	Providing For The Appointment, Rather Than The Election, Of A Chief Of Police
340	4 May 1992	Vacating A Portion Of Pearl Street In Murphy's Addition
341	24 August 1992	Tax Levy For The Year of 1992
342	5 October 1992	Amending Section 1 Of Ordinance 341, Tax Levy For The Year of 1992
343	2 November 1992	To Enter Into A Legal Service Contract With Williams, Robinson, Turley & White, P.C.
344	7 December 1992	Authorizing The Mayor To Enter Into An Obligation With The Sate Bank Of Dixon For Purchasing A City Computer System
345	7 June 1993	Establish A Water Meter Installation Fee <b>(NEED BETTER COPY)</b>
346	7 June 1993	Fixing The Salary Of The City Marshal <b>Amended By Ord. 405 &amp; 498</b>
347	7 June 1993	Fair Housing Defining Discriminatory Practices And Creating A Fair Housing Committee <b>(NEED A BETTER COPY)</b>
348	7 June 1993	Establishing Housing Rehabilitation Grant Guidelines Under The Community Block Grant No. 93-ND-04 <b>(NEED BETTER COPY)</b>
349	12 July 1993	Accepting The Ozark Rivers Solid Waste Management Plan
350	25 August 1993	Tax Levy For The Year of 1993
351	4 October 1993	Enable City police Officers To Act In An Emergency Situation Outside City Limits
352	1 November 1993	Enter Into A Legal Services Contract With Williams, Robinson, Turley, & White, P.C.
353	1 December 1993	Authorizing The Conveyance Of A Special Warranty Deed To Brown Shoe Group, Inc.
354	3 January 1994	Authorizing The Mayor To Execute on Behalf of City of Dixon an Extension to the Agreement for the Collection and Disposal of Solid Waste, For One Year
355	24 March 1994	Annexing Property To The City Of Dixon, Missouri
356	4 April 1994	Vacating A Ten Foot Wide Strip Running Along The West Side Of Pine Street
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358	11 July 1994	Execute An Agreement For The Collection And Disposal Of Solid Waste <b>Amended By Ord. 385, Repealed By Ord. 426</b>
359	11 July 1994	Changing The Name Of Brown Street 1 & 2 To Paramount Street 1 & 2
360	11 July 1994	Execute An Agreement For The Operation Of The Rural Fire Department Within The City Limits
361	19 August 1994	Calling For A Special Election On Imposing A Sales Tax For Transportation Purposes <b>(NO ATTACHMENTS)</b>
362	19 August 1994	Vacating A Portion Of Sixth Street And Ellen Street
363A	29 August 1994	Tax Levy For The Year of 1994
363B	7 November 1994	Changing Street Names For Emergency 911 Purposes (Spruce, Dogwood, Redbud And Andrews Drive)
364A	7 November 1994	Dedicating Streets For Emergency 911 Purposes
365	21 November 1994	Vacating A Portion Of Fifth Street
366	5 December 1994	Imposing A Tax For Transportation Purposes
367	5 December 1994	Prohibiting Transport Of A Child Without A Child Safety Restraint <b>Repealed By Ord. 412</b>
368	24 January 1995	Dedicating And Naming An Alley For Emergency 911 Purposes (Pecan Alley)
369	5 December 1994	Changing The Name Of The City Park To Dixon Lion's Club Park
370	24 January 1995	Pertaining To Fair Housing, Discriminatory Housing Practices
371	24 January 1995	Enter Into A Legal Services Contract With Williams, Robinson, Turley, & White, P.C.
372	6 February 1995	Amending Ordinance 370 Pertaining To Fair Housing, Discriminatory Housing Practices
373	6 March 1995	Amending The Water Rate And Charges, And The Waste Water User Charges <b>Amended By Ord. 457</b>
374	13 March 1995	Enter Into A Lease Purchase Agreement With The State Bank Of Dixon For Financing Equipment <b>(NO EXHIBIT ATTACHED)</b>
375	3 April 1995	Authorizing The Mayor To Accept a Promissory Note and Second Deed of Trust from Universal Mfg and Equip Co for the Refinancing of an Existing Industrial Development Loan from City of Dixon
376	1 May 1995	Dedicating And Naming An Alley For 911 Purposes (Plum Alley)
377	5 June 1995	Authorizing The Conveyance Of A Special Warranty Deed To Dixon R-1 School District
378	10 July 1995	Enter Into A Lease Purchase Agreement With The State Bank Of Dixon For Financing Equipment
379	26 July 1995	Establishing Rules And Procedures For The Removal Of Officers Of The City And Veto Override
380	7 August 1995	Vacating a Portion of a Street Known as Walnut Street Lying South of Chestnut Street in Santee's Addition in Dixon
381	21 August 1995	Tax Levy For The Year of 1995 <b>(NEED BETTER COPY)</b>
382	2 October 1995	Authorizing The Mayor To Enter Into A Contract With Stack & Associates, Inc. To Provide Engineering Consultant Services
383	2 October 1995	Vacating A Portion Of An Alley In Murphy's Addition
384	6 November 1995	Designating Truck Routes And Regulating Parking Of Vehicles Over 24,000 Pounds Gross Weight
385	21 November 1995	Amending Ordinance 358, To Execute An Agreement For Collection And Disposal Of Solid Waste <b>Repealed By Ord. 426</b>
386	5 February 1996	Enter Into A Legal Services Contract With Williams, Robinson, Turley, White & Rigler, P.C.
387	4 March 1996	Provide For The Collection Of Court Costs To Be Used For Police Officer Training Fund
388	14 March 1996	Providing For Police Training Requirements
389	14 March 1996	Provide For The Collection Of Court Costs To Be Used For Police Officer Training Fund
390	19 March 1996	Granting A Renewal Franchise To Cable America Corporation
391	6 May 1996	Changing The Name Of The City Park To John Sheppard Park
392	23 May 1996	Authorizing Participation In An Economic Adjustment Program
393	1 June 1996	Amending Ordinance 185, Establishing A City Park Board
394	5 August 1996	Establishing A Fee For Collection And Removal Of Solid Waste <b>Amended By Ord. 406, Repealed By Ord. 426</b>
395	5 August 1996	Authorizing The Mayor To Amend The Contract With Wat-Park Sanitation Service
396	12 August 1996	Calling For A Special Election On A General Obligation Bond Question
397	28 August 1996	Tax Levy For The Year of 1996
398	7 October 1996	Amending Ordinance 2, Designating Wards For The City
399	4 November 1996	Amending Ordinance 262, Pertaining To Water Rate And Charge System
400	2 December 1996	Amending Ordinance 304 And 161, Pertaining To Gascosage Electric Cooperative
401	2 December 1996	Renewal Of Franchise Granted To Gacosage Electric Cooperative
402	2 December 1997	Providing For Appointment Rather Than Election Of A Chief Of Police, Election On 1 April 1997 <b>(NOT SIGNED OR DATED)</b>
403	2 December 1996	Authorizing General Obligation Street Bonds Series 1996
404	16 December 1996	Amending Ordinance 259, Fixing The Salary Of The Municipal Judge <b>Amended By Ord. 518</b>
405	16 December 1996	Amending Ordinance 346, An Ordinance Fixing The Salary Of The City Marshal <b>Amended By Ord. 498</b>
406	6 January 1997	Amending Ordinance 394 Establishing A Fee For The Collection And Removal Of Solid Waste
407	6 January 1997	Fixing The Terms And Conditions Under Which The City Will Supply Utilities Outside Of The City Limits
	14 June 1997	Proclamation For National Flag Day
408	11 August 1997	Repealing Ordinances 43 And 252 And Establishing Regulations Regarding Animals Within The City Limits
409	11 August 1997	Amending Ordinance 4 Providing For Elections
410	26 August 1997	Tax Levy For The Year of 1997
411	8 September 1997	Annexing Property To The City Of Dixon, Missouri A Proclamation For The Sale Of Buddy Poppies By The Veterans Of Foreign Wars 1997
412	8 September 1997	Repealing General Ordinances Nos 315 and 367 and Establishing Regulations Concerning the Use of Seatbelts in a Motor Vehicle and Passengers in Truck Beds within City Limits

City Of Dixon Ordinances

<u>Ordinance</u>	<u>Date</u>	<u>Title</u>
413	1 December 1997	Regulating CABO One And Two Family Dwellings (NO ATTACHMENTS) Repealed By Ord. 459
414	3 March 1998	Naming An Alley For 911 Purposes As Tyson Alley
415	2 March 1998	Designating Tyson Alley As One-Way
	7 April 1998	Ballot Language And Proclamation By Mayor
	1 May 1998	Loyal Day Proclamation
416	4 May 1998	Regulating Mobile Homes And Mobile Home Parks Repealed By Ord. 448
417	4 May 1998	Authorizing The Mayor To Execute A Petition Requesting Annexation (NO EXHIBIT A ATTACHED)
418	4 May 1998	Vacating A Twenty Foot Alley Along East Side Of Block Six Of Murphy's Addition
419	14 May 1998	Annexing Property To The City Of Dixon, Missouri (Roberson)
420	14 May 1998	Annexing Property To The City Of Dixon, Missouri (Luebbert)
421	3 August 1998	Vacating All Streets And Easements Shown On The Plat For Heritage Village
422	3 August 1998	Repealing Ordinance 50 And Establishing Regulations Governing The Presence Of Minors
423	14 September 1998	Annexing Property To The City Of Dixon, Missouri (NEED BETTER COPY)
424	14 September 1998	Tax Levy For The Year Of 1998 (NEED BETTER COPY)
425	14 September 1998	Amending The Water Rates And Charges And The Waste Water User Charges System (NEED BETTER COPY)
426	28 September 1998	Repealing Ordinances 274, 358, 385 And 394, And Establishing Regulations For Collection And Removal Of Solid Waste A Proclamation For The Sale Of Buddy Poppies By The Veterans Of Foreign Wars 1998
427	7 December 1998	Enter Into A Lease Purchase Agreement For Financing Equipment (Truck) (NO EXHIBIT 1 ATTACHED)
428	7 December 1998	Enter Into A Lease Purchase Agreement For Financing Equipment (Dumpster) (NO EXHIBIT 1 ATTACHED)
429	4 January 1999	Authorizing The Mayor To Enter Into A Lease Agreement With The Dixon Rural Volunteer Fire Protection District
	1 May 1999	Loyal Day Proclamation
	3 May 1999	Missouri Community Assessment Program Resolution
430	30 August 1999	Authorizing The Mayor To Enter Into A Contract For Legal Services With Williams, Robinson, White, Rigler & Parker, P. C.
431	13 September 1999	Authorizing The Mayor To Enter Into A Contract With The Ft. Leonard Wood Regional Commerce And Growth Association
432	13 September 1999	Authorizing The Mayor To Enter Into A Contract With Municipal Tax Consulting And Management A Proclamation For The Sale Of Buddy Poppies By The Veterans Of Foreign Wars 1999
433	15 November 1999	Authorizing The Mayor To Enter Into A Contract For Jailer/Dispatcher Duties (NO EXHIBIT A ATTACHED)
434	6 December 1999	Annexing Property To The City Of Dixon, Missouri (101 Davis Street)
435	3 January 2000	Calling For A Special Election To Authorize One-Half Of One Percent Sales Tax (Check Against Original and Ord. 442)
436	7 February 2000	Authorizing The Conveyance Of A Special Warranty Deed To Dixon Senior Center, Inc (NO EXHIBIT A ATTACHED)
437	7 February 2000	Authorizing The Mayor To Enter Into A Contract To Purchase Two Acres Of Land (NO EXHIBIT A ATTACHED)
438	20 April 2000	Authorizing The Mayor To Enter Into A Contract For Sale To Town & Country Supermarkets (NO EXHIBIT A ATTACHED)
439	20 April 2000	Authorizing The Mayor To Execute A Deed Of Release Releasing A Deed Of Trust (NO EXHIBIT A ATTACHED)
440	5 June 2000	Annexing Property To The City Of Dixon, Missouri (202 N. Doyel Street)
441	5 June 2000	Annexing Property To The City Of Dixon, Missouri (303 N. High Street)
443	7 August 2000	Repealing Ordinance 247 Defining Food And Drink Place Of Businesses, Regulatory Authority
444	21 August 2000	Tax Levy For The Year Of 2000
	11 September 2000	Resolution To Endorse Dixon Area Development Committee
445	6 November 2000	City Provides Retirement Coverage To Eligible Employees
446	5 February 2001	Authorizing The Mayor To Enter Into A Contract With Archer Engineering (NO EXHIBIT A ATTACHED)
447	5 March 2001	Authorizing The Mayor To Enter Into A Contract With Flynn Drilling to Provide Well Drilling Services to the City
448	2 April 2001	Repealing Ordinance 416 Regulating Mobile Homes And Mobile Home Parks
449	2 April 2001	Repealing Ordinance 145 And Adapting Chapter 300 RsoM, Known As The Model Traffic Ordinance
450	4 June 2001	Authorizing The Mayor To Enter Into A Contract With The Ft. Leonard Wood Regional Commerce And Growth Association
451	30 August 2001	Tax Levy For The Year Of 2001
452	1 October 2001	Repealing Ordinance 174 And Establishing Regulations Governing Driving While Intoxicated
453	1 October 2001	Repealing Ordinance 173 And Establishing Regulations Governing Driving With Excessive Blood Alcohol Content
454	1 October 2001	Authorizing The Municipal Court To Enter A Judgment For The Crime Victim's Compensation Fund
	23 October 2001	Proclamation 50 <sup>th</sup> Anniversary Of The Korean War Proclamation For Sale Of Buddy Poppies
455	4 February 2002	Annexing Property To The City Of Dixon, Missouri (300 N. Doyle Street)
456	4 February 2002	Annexing Property To The City Of Dixon, Missouri (103 N. High Street) (INCOMPLETE COPY)
457	4 February 2002	Amending Ordinance 151, 257 And 373 The Water Rate And Charges And The Waste Water User Charges System
458	6 May 2002	Annexing to the City, An Unincorporated Area Contiguous and Compact to the Existing Corporate Limits Upon Request of all Property Owners in the Area after Public Hearing
459	6 May 2002	Repealing Ordinance 413 Regulating CABO One And Two Family Dwellings
460	6 May 2002	Amending Ordinance 4 Providing For Elections Within The City
461	3 June 2002	Enter Into A Contract With Ft. Leonard Wood Regional Commerce And Growth Association
462	1 July 2002	Naming A Street For Emergency 911 Purposes (Katie Lane)
463	1 July 2002	Amending Ordinance 249 Establishing A Uniform Personnel Policy
464	5 August 2002	Annexing Property To The City Of Dixon, Missouri (400 E. 5 <sup>th</sup> Street)
465	5 August 2002	Annexing Property To The City Of Dixon, Missouri (201 N. High Street)
466	12 August 2002	Tax Levy For The Year Of 2002
467	12 August 2002	Enter Into A Contract With Utility Services Communication Co.
468	7 October 2002	Establishing The Betty Crews Memorial Walking Trail
469	2 December 2002	Establish A Drug And Alcohol Policy For The City (NEED BETTER COPY)
470	6 January 2003	Publish Names Of Citizens Who Are Delinquent Paying Taxes
	21 January 2003	Resolution Requesting The Establishment Of An Enterprise Zone
471	7 July 2003	Authorizing \$734,999.70 In General Obligation Refunding Bonds Series 2003
472	4 August 2003	Repealing Ordinance 308
473	18 August 2003	Tax Levy For The Year 2003
474	8 September 2003	To Opt Out Of The State Imposed Sales Tax Holiday
475	5 January 2004	Amending Ordinance 249 Establishing A Uniform Personnel Policy
476	1 March 2004	Annexing Property To The City Of Dixon, Missouri (Lots 1 & 2 in Gilbert & Sease)
477	15 March 2004	Enter Into A Legal Services Contract With Williams, Robinson, White & Rigler, P. C.
478	17 May 2004	Pertaining To Firearms In City Buildings
479	16 August 2004	Tax Levy For The Year Of 2004
480	13 September 2004	Enter Into A Contract With Pitney Bowes Co. To Provide Postage Machine And Service
481	18 October 2004	Enter Into An Agreement For Water Meters With Midwest Meter And Determining A Water Rate Increase
482	6 December 2004	Vacating A Portion Of The Alley Running North And South Between Blocks 2 And 3 of Shelton-Elkins Addition
483	11 April 2005	Vacating A Portion Of 6 <sup>th</sup> Street Between Pine Street And Walnut Street
484	22 August 2005	Tax Levy For The Year Of 2005
485	12 October 2005	Authorizing The Mayor To Enter Into A Contract For The Purchase Of Real Estate (NO EXHIBIT ATTACHED)
486	5 December 2005	Dixon Public Library Petition And Ballot Proposal
487	9 January 2006	Providing For The Holding Of A Special Election For The Appointment Of The Collector

City Of Dixon Ordinances

<u>Ordinance</u>	<u>Date</u>	<u>Title</u>
488	20 March 2006	Authorizing The Mayor To Enter Into A Contract With Flynn Drilling Co.
489	1 May 2006	Changing The Position Of Collector From An Elected To An Appointed Position
490	10 July 2006	Dixon Public Library Petition And Ballot Proposal
491	10 July 2006	Adopting And Enacting A New Code Of Ordinances Of The City
492	14 August 2006	Tax Levy For The Year of 2006
493	4 December 2006	Establishing A Method For The Repairing, Vacation Or Demolition Of Dangerous Buildings
	13 December 2006	Petition To Vacate Richard Street
494	8 January 2007	Abandoning, Discontinuing, Closing And Vacating Richard Street As A Public Street
495	5 February 2007	Annexing Property To The City Of Dixon, Missouri (103 N. Oak Lane)
496	9 April 2007	Repeal Sub-paragraph 6 Of Section 125.260 Of The City Code And Enacting A New Section Relating To Jail Fees
497	20 August 2007	Enter Into A Contract With Outreach Consulting & Counseling Services To Provide Probation And Monitoring Services
498	20 August 2007	Fixing The Salary Of The City Marshal
499	20 August 2007	Tax Levy For The Year of 2007
500	20 August 2007	Authorizing The Mayor To Enter Into A Contract With Jeff Rujawitz To Provide Cleaning Services
501	18 September 2007	Repeal Section 340.110 Of The City Code Relating To The Operation Of All-Terrain Vehicles <b>Repealed By Ord. 539</b>
502	4 December 2007	To Establish A Procedure To Disclose Potential Conflicts Of Interest And Substantial Interests For Certain Officials
503	4 April 2008	Resolution Relating To Meeting, Records And Votes Of Governmental Bodies
504	4 August 2008	Establish A Procedure to a Lead Ban in Public and Private Drinking Water Plumbing
505	28 August 2008	Tax Levy For The Year of 2008
506	23 February 2009	To Enter Into A Lease Purchase Agreement With Maries County Bank To Purchase A Refuse Truck <b>(NO COPY OF LEASE)</b>
507	9 September 2009	Tax Levy For The Year of 2009 <b>(NOT SIGNED, NO RECORDED VOTE)</b>
508	1 January 2010	Notice Of Election To Raise Library Tax Levy <b>(NO RECORDED VOTE, NOT SIGNED, NOT DATED)</b>
509	1 February 2010	Establishing The Eligible Enhanced Enterprise Zone
510	12 April 2010	Authorizing The Sale Of Property At 704 W. 5 <sup>th</sup> Street To B. E. E. Investments, LLC (Brown Shoe Factory) <b>(NOT SIGNED)</b>
511	3 May 2010	Amend Section 700.120: Right To Turn On Water Into Service Pipes, Of The Dixon City Code <b>(Ref. Council Minutes 3 May 2010)</b>
512	3 May 2010	Amend Chapter 215.040: Nuisances Of The Code Of The City Of Dixon, Missouri Abatement of Nuisances <b>(Ref. Council Minutes dated 3 May 2010)</b>
513	3 May 2010	Amend Chapter 215.027: Nuisances Of The Code Of The City Of Dixon, Missouri Debris on Property <b>(Ref. Council Minutes 3 May 2010)</b>
514	12 July 2010	Combining The Existing Waterworks System And The Existing Sewerage System
515	12 July 2010	Calling A Special Election On A Revenue Bond \$3.5 Million For The Combined Waterworks And Sewerage Systems
516	30 August 2010	Tax Levy For The Year of 2010
517		Cross Connection Control - General Policy <b>(NO RECORD IN COUNCIL MINUTES ON THIS ORDINANCE)</b>
518	1 March 2011	Amending Ordinance 404, Fixing The Salary Of The Municipal Judge <b>(Ref. 1 Mar 2011 Minutes)</b>
519	1 March 2011	Amending Ordinance 260, Fixing The Salary Of The Mayor <b>(Ref. 1 Mar 2011 Minutes)</b>
520	1 March 2011	Amending Ordinance 261, Fixing The Salary Of The Board Of Alderman <b>(Ref. 1 March 2011 and 19 Apr 2011 Minutes)</b>
521	22 August 2011	Tax Levy For The Year of 2011 <b>(Ref. 22 Aug 2011 Minutes)</b>
522	14 September 2011	Concerning Acceptance And Compliance Requirements For USDA Rural Development Assistance <b>(Ref. 14 Sept 2011 Minutes)</b>
523	17 October 2011	Employment Of Attorney Mel L. Gilbert To Assist The City Of Dixon <b>(Ref. 17 Oct 2011 Minutes)</b>
524	10 September 2012	Tax Levy For The Year of 2011
525	5 November 2012	Accepting The Resignation Of Mayor Ben Copeland
526	5 November 2012	Electing Jeff Clark As Acting President Of The Board Of Alderman
527	5 November 2012	Acting President To Act On All Accounts And Authorizing Other Signatures <b>Repealed By Ord. 528</b>
528	13 February 2013	Repeal Of Ordinance 527 Relating To Accounts With Financial Institutions
529	13 February 2013	Vacating A Portion Of The Alley Between Blocks 2 And 3 Of Shelton-Elkins Addition
530	9 September 2013	Authorizing The Execution Of An Intergovernmental Cooperative Agreement With Pulaski County
531	14 August 2013	Authorizing An Agreement With Pulaski County To Collect Personal Property And Real Estate Taxes
532	22 August 2013	Tax Levy For The Year of 2013
533	4 November 2013	To Repeal Section 210.030 Of The Code Of Laws And Enacting A New Section Relating To Harassment
534	4 November 2013	Establishing The Acts Necessary To Commit The Offense Of Disorderly Conduct
535	4 November 2013	To Regulate Manufactured And Mobile Homes For Safety, Health And General Welfare Of The Public
536	23 January 2014	To Repeal Section 110.170 Of The Code Of Laws Of The City Of Dixon, Missouri And Enacting A New Section
537	21 April 2014	Authorizing \$915,00 Combined Waterworks And Sewage System Revenue Bonds Series 2014 <b>(NEED BETTER COPY)</b>
538	2 June 2014	Authorizing An Agreement With The Dixon Senior Center For City Water
539	23 June 2014	Permitting The Use Of All-Terrain Vehicles On City Streets
540	4 September 2014	Tax Levy For The Year of 2014
541	5 January 2015	Limitation of The Number of Liquor Licenses
542	25 August 2015	Tax Levy For The Year of 2015
543	21 September 2015	To Repeal Section 605.110 Of The Code Of Laws Relating To Juke Boxes And Pinball machines
544	21 September 2015	To Repeal Section 605.120 Of The Code Relating To Billiard And Pool Tables
545		
546	11 January 2016	Enacting A New Section of Chapter of the Municipal Code: Management of Cat Population; Permitted Acts
547	11 January 2016	Amendment To Ordinance 405 Fixing The Salary of The City Marshal
	1 February 2016	Amendment To Ordinance 536 Relating To Meetings Of The Board Of Alderman <b>(Bill 2016-01)</b>
548	1 November 2016	A Resolution To Adapt Pulaski County Natural Hazards Mitigation Plan
549	February 1, 2016	\$970,000 General Obligation Street Bonds Series 2016
550	31 August 2016	Tax Levy For The Year of 2016
551	6 September 2016	Intergovernmental Agreement Between County of Pulaski and City of Dixon to House Prisoners in Dixon City Jail <b>(Not Signed by Presiding Commissioner, Sheriff or County Clerk)</b>
	9 September 2016	Agreement To House Pulaski County Prisoners In Dixon City jail
552	20 September 2016	Authorizing The Mayor To Enter Into A Contract With Lou Fusz Automotive For Dixon Police Department Vehicles
553	20 September 2016	Authorizing The Mayor To Enter Into A Contract With Lou Fusz Automotive For Maintenance Department Vehicles
554	12 December 2016	Renewing A Contract With Gascosage Electric Cooperative For Street Lighting And Electric Service For Twenty (20) Years
554A	12 December 2016	Renewing A Contract With Gascosage Electric Cooperative For Easements For Twenty (20) Years
555	6 February 2017	Enacting A New Section 205.190 Of Chapter 205 Of The Municipal Code <b>(Duplicate to 558)</b>
556	8 May 2017	A Standard For Installation And Replacement Of Driveway Culverts
557	5 June 2017	Amending Certain Provisions Of The Municipal Code To Conform To Senate Bill Number 572
558	9 May 2107	Enacting A New Section 205.190 Of Chapter 205 Of The Municipal Code <b>(Duplicate to 555)</b>
559	8 May 2017	Authorizing The Mayor To Enter Into A Contract With Court Money
560	9 May 2017	Regulating The Use Of Public And Private Sewers And Drains
561	11 September 2017	Tax Levy For The Year 2017
562	17 August 2018	Resolution For Council On City's Finances
563	21 August 2018	Amendment to Ordinance 336, Nuisances
564	30 August 2018	Tax Levy 2018 <b>(NO COPY)</b>
565	20 September 2018	WCA Contract for Trash Service
566	5 November 2018	Law Enforcement Sales Tax, Ballot Issue <b>(NO COPY)</b>
567	17 January 2019	Water and Sewer Rate Increase

City Of Dixon Ordinances

<u>Ordinance</u>	<u>Date</u>	<u>Title</u>
568	7 January 2019	Amending and Updating Ordinance 408 Dated August 11, 1997 Establishing Regulations Regarding Animals Present within the City Limits (Not signed)
569	17 January 2019	Amending and Setting the Water Rates and Charges and the Wastewater Rates and Charges System in Effect in the City (Duplicate of original ord no. 567)
570	8 July 2019	Payment of Persons Designated as Special Municipal Judge
571	22 July 2019	Medical Marijuana Facilities
572	29 August 2019	Tax Levy 2019
573	18 November 2019	Use Tax for General Revenue Purposes at the rate of 1.5%; Providing for the Use Tax to be Repealed, Reduced or Raised and Providing for Submission of the Proposal to the Qualified Voters of the City for their Approval at the Municipal Election held on Tuesday, April 7, 2020, Fixing an Effective Date
574	18 November 2019	Law Enforcement Tax
575	18 November 2019	Fixing the Salary of the City Marshal
576	2 December 2019	Adopting and Enacting a New Chapter 210A, Offenses of City of Dixon, Pulaski Co, State of Missouri
577	2 December 2019	Adopting and Enacting a New Chapter 140, Open Meetings and Records Policy, of the City of Dixon, Pulaski Co, State of Missouri
578	9 January 2020	Authorizing the Mayor to Declare a State of Emergency Arising from Imminent Threat of the 2019 Novel Coronavirus
579	24 March 2020	Authorizing the Mayor to Declare a State of Emergency Arising from Imminent Threat of the 2019 Novel Coronavirus
580		Adopting the Stay at Home Order of the Pulaski Co Commission and Health Board (Not Passed)
580	15 June 2020	Modifying and Amending the Personnel Policy for the City of Dixon
581		Creating the Offense of False Reports, Creating Penalties for the Offense of False Reports, and Fixing an Effective Date
582		Vision Reducing Material
583	26 August 2020	Authorizing, Fixing and Determining a Rate of Levy on the Hundred-dollar Valuation of all Taxable Property within the City for the year 2020
584	24 September 2020	Authorizing and Directing the City to Enter into an Agreement with the Missouri Office of State Courts Administrator and Assessing a Court Automation Fee
585	29 October 2020	Resolution to Adopt the Pulaski County Multi-Jurisdiction Natural Hazards Mitigation Plan
586		Establish a Right to Discontinue Service of Homeowner who has not Paid their Water/Trash/Sewer Accounts
587	7 December 2020	Authorizing a Contract Agreement for the Renovation of Dixon City Hall and Police Department
588	5 April 2021	Annexation of Certain Parcels of Land into the City Limits of the City of Dixon
589	24 March 2021	Authorizing a Contract for the Sale of 213 Country Club Road
590	21 June 2021	Authorizing the Mayor to Enter into an Addendum to its Cooperative Agreement with the County Collector
591	12 July 2021	Establish a Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Officials
592	17 August 2021	Authorizing, Fixing and Determining a Rate of Levy on the Hundred-dollar Valuation of all Taxable Property within the City for the year 2021
593	26 August 2021	Authorizing, Fixing and Determining a Rate of Levy on the Hundred-dollar Valuation of all Taxable Property within the City for the year 2021 -Corrected
594	7 September 2021	Authorizing the Mayor of the City of Dixon to Enter into a Contract with Archer Group PC
595	23 September 2021	Ratifying and Authorizing a Contract for Garbage and Trash Collection by and Between the City of Dixon and Waste Corporation of Missouri, LLC
596	7 September 2021	Authorizing the Mayor of the City of Dixon to Enter into a Contract with MRPC (Missouri Regional Planning Commission)
597	23 September 2021	Authorizing the Mayor to Enter into an Addendum to its Cooperative Agreement with the County Collector
598	1 November 2021	Holding of an Election within and for the City of Dixon, Missouri on the Questions of the Elimination of the Elected Position of City Marshal and Instead Provide for the Appointment of a Police Chief
599	1 November 2021	Imposing a Use Tax for General Revenue Purposes at 2% Rate
600	6 December 2021	Ratifying and Authorizing a Contract to Lease a Parking Lot to J&B Towing and Recovery LLC
601	3 January 2022	Requiring Applicants for a Business License to Provide Proof of Worker's Compensation Insurance
602	7 February 2022	Waiving the 5% Increase in Water Rates for the Year 2022
603	7 February 2022	Establishing Water and Sewer Rates for Multi-Residential Properties
604	7 March 2022	Annexing Certain Parcels of Real Estate into the Corporate Limits of the City of Dixon
605	7 March 2022	Fixing the Salary of the Mayor of the City of Dixon
606	7 March 2022	Fixing the Salary of the Members of the Board of Aldermen of the City of Dixon
607	8 April 2022	Providing for the State Auditor's Office of the State of Missouri to Perform an Audit of the City's Financial Records
608	2 May 2022	Providing for the Appointment of a Chief of Police
609	5 July 2022	Amending and Setting Waterworks Rates and Charges and the Wastewater Rates and Charges
610	1 August 2022	Annexing Certain Parcels of Real Estate into the Corporate Limits of the City of Dixon
611	1 August 2022	Authorizing, Fixing, and Determining a Rate of Levy on the Hundred-Dollar Valuation of all Taxable Property within the City for the Year 2022
612	1 August 2022	Adopting and Enacting a New Code of Ordinances of the City of Dixon, County of Pulaski, State of MO

BILL NO. 571

ORDINANCE NUMBER 571

**AN ORDINANCE OF THE CITY OF DIXON, MISSOURI AUTHORIZING THE PLACEMENT OF MANUFACTURATING AND CULTIVATION FACILITIES AUTHORIZED BY ARTICLE XVI OF THE MISSOURI CONSTITUTION.**

WHEREAS, the voters of the State of Missouri approved Amendment 2 which amended the Missouri Constitution by adding Article XIV; and

WHEREAS the City is allowed to restrict or allow certain facilities under said Amendment;

WHEREAS the City of Dixon has been approached by one or more businesses desiring to utilize the real estate and building commonly referred to as the Brown Shoe Factory; and

WHEREAS the City believes permitting the use of said real estate and building may create jobs and promote growth for the CITY;

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DIXON, MISSOURI AS FOLLOWS:

**Section 1.** The City of Dixon hereby authorizes the placement of a dispensary as well as cultivation and manufacturing facilities authorized under Article XIV of the Missouri constitution at the Brown Shoe Factory located at the real estate fully described in the legal description attached hereto and incorporated by reference as "Exhibit A" regardless of said real estate's proximity to a school, day-care center, or church.

**Section 2.** The City requires that the following safety and security measures be in place before the any facility becomes operational on the real estate:

A. Outdoor Operations or Storage. All operations and all storage of materials, products, or equipment shall be within a fully secured area inside the building structure or outdoors on the property in an area enclosed by a razor wire fence at least 10 feet in height, not including the razor wire.

B. Onsite Usage Prohibited. No marijuana may be smoked, ingested, or otherwise consumed on the premises of any Medical Marijuana Cultivation Facility.

C. Hours of Operation. All Medical Marijuana Cultivation Facility shall be closed to the public, between the hours of 10:00 P.M. and 8:00 A.M. No persons not employed by the business shall

be on the premises at any time without being approved entry and logged in by building security personnel and are required to obtain a visitor pass.

D. Display of Licenses Required. The Medical Marijuana Cultivation Facility license issued by the State of Missouri shall be displayed in a prominent place in plain view near the front entrance of the facility.

Section 3. The City reserves the right to further restrict the locations and conditions of said facilities after due consideration and comment by the public as to appropriate restrictions.

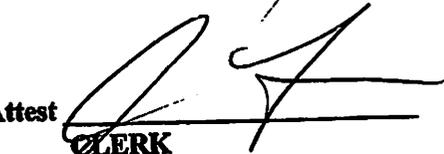
Section 4. All ordinances or parts of ordinances in conflict herewith are, to the extent of the conflict, hereby repealed.

Section 5. If any clause, word, paragraph, section or part or portion of this ordinance is held to be invalid, illegal, unlawful, or unconstitutional for any reason, the City Council hereby declares it would nevertheless have enacted the remaining portions thereof, and such remaining portions shall remain in full force and effect.

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

PASSED AND APPROVED THIS 22 DAY OF July 2019

  
MAYOR

Attest   
CLERK

City Seal

**EXHIBIT "A"**

The land referred to in this commitment/policy in the State of Missouri, County of Pulaski and is described as follows:

A fractional part of the East half of the Northeast quarter of the Northwest quarter of Section 26, Township 38 North, Range 11 West of the 5th P.M. described as follows: Commencing at the Northeast corner of the East half of the Northeast quarter of the Northwest quarter of said Section 26; thence South  $0^{\circ} 09'$  West 250.00 feet along the East line of said East half of the Northeast quarter of the Northwest quarter to the North right of way of Sixth Street, also being the Southeast corner of a parcel described in Pulaski County Deed Records at Book 247, Page 247; thence North  $85^{\circ} 10'$  West 198.78 feet along said North right of way and the Southerly line of said Book 247, Page 247 parcel to the true point of beginning of the hereinafter described tract: Thence departing said North right of way, North  $0^{\circ} 37' 10''$  East, 126.10 feet, and, North  $84^{\circ} 34' 30''$  West, 464.00 feet, all along said Southerly line of Book 247, Page 247 parcel to its Southwest corner, also being the West line of said East half of the Northeast quarter of the Northwest quarter; thence South  $0^{\circ} 00' 20''$  West, 125.72 feet, and, South  $0^{\circ} 27' 20''$  West, 207.24 feet, all along said West line; thence South  $84^{\circ} 05' 40''$  East, 63.53 feet; thence South  $26^{\circ} 21' 40''$  West, 183.00 feet to the Northerly right of way of Street No. One; thence South  $70^{\circ} 31' 20''$  East, 435.69 feet along said Northerly right of way; thence North  $1^{\circ} 03' 10''$  East 496.56 feet to the true point of beginning. Description taken from survey R-5745 made by Elgin Surveying & Engineering, Inc. under date of October 4, 1993.

ALSO That part of the Northeast quarter of the Northwest quarter of Section 26, Township 38 North, Range 11 West of 5th Principal Meridian, Pulaski County, Missouri, described as follows: Beginning at the Southeast corner of the Southeast quarter of the Southwest quarter of Section 23, Township 38 North, Range 11 West; thence along the Section line North  $87^{\circ} 40'$  West 331.5 feet; thence South  $85^{\circ} 25'$  East 135 feet; thence South  $0^{\circ} 30'$  West 126.1 feet; thence South  $85^{\circ} 30'$  East 201 feet; thence North 250 feet to the point of beginning.

ALSO That part of the Southeast quarter of the Southwest quarter of Section 23, and that part of the Northeast quarter of the Northwest quarter of Section 26, all in Township 38 North, Range 11 West of 5th Principal Meridian in Pulaski County, Missouri, described as follows: Starting at the Southeast corner of the Southeast quarter of the Southwest quarter of said Section 23; thence along the South line of Section 23, North  $87^{\circ} 40'$  West 331.5 feet to the point of beginning; thence north 330 feet; thence North  $87^{\circ} 40'$  West 331.5 feet to the East line of Jones Subdivision; thence along said East line of Jones Subdivision South 530.8 feet; thence South  $85^{\circ} 30'$  East 464.2 feet; thence North  $0^{\circ} 30'$  East 126.1 feet; thence North  $85^{\circ} 25'$  West 135 feet; thence North 108.5 feet to the point of beginning.

**EXCEPTING THEREFROM THE FOLLOWING:**

Exception No. 1: A fractional part of the Northeast quarter of the Northwest quarter of Section 26, Township 38 North, Range 11 West of the 5th P.M., more particularly described as follows: Beginning at the Southeast corner of the Southeast quarter of the Southwest quarter of Section 23, Township 38 North, Range 11 West of the 5th P.M.; thence proceed South 250 feet; thence proceed North  $85^{\circ} 30'$  West 201 feet to the point of beginning of this exception; thence North  $85^{\circ} 30'$  West 464.2 feet; thence proceed North 126.8 feet; thence proceed South  $85^{\circ} 25'$  East a distance of 464.2 feet, more or less, to a point which is North  $0^{\circ} 30'$  East 126.1 feet from the point of beginning; thence proceed South  $0^{\circ} 30'$  West 126.1 feet to the point of beginning. Description derived from survey made by J.T. Powell under date of March 16, 1972.

Exception No. 2: All that part of the Northeast quarter of the Northeast quarter of the Northwest quarter of Section 26, Township 38 North, Range 11 West of the 5th P.M., described as follows: Beginning at the Southeast corner of the Southeast quarter of the Southwest quarter of Section 23, Township 38 North, Range 11 West of the 5th P.M.; thence South 112 feet along the East line of said Northeast quarter of Northeast quarter of Northwest quarter of Section 26; thence North  $87^{\circ} 40'$  West 160 feet parallel with the North line of said Section 26; thence North 112 feet parallel with the East line of said Northeast quarter of Northeast quarter of Northwest quarter to the North line of said Section 26; thence South  $87^{\circ} 40'$  east 160 feet along the North line of said Section 26 to the point of beginning.

Description derived from survey made by J.T. Powell under date of March 16, 1972.

**ORDINANCE # 572**

**AN ORDINANCE OF THE CITY OF DIXON, MISSOURI, authorizing, fixing, and determining a rate of levy on the hundred dollar valuation of all taxable property within the City for the year of 2019.**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON, COUNTY OF PULASKI, STATE OF MISSOURI, AS FOLLOWS:**

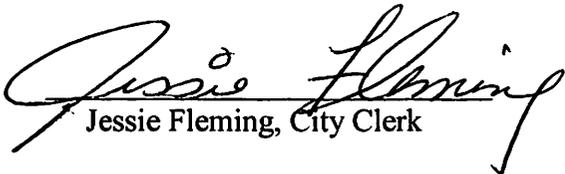
Section 1. That pursuant to the laws of the State of Missouri, relevant to cities of the fourth class and pursuant to the authority of the qualified voter at due and proper elections held in said City, that there shall be levied and collected as taxes for the year 2019, upon all real estate, personal and mixed property taxable within the City of Dixon, Missouri, at the rate of \$1.2610 cents on the \$100.00 assessed valuation as per the following purposes:

GENERAL REVENUE ON EACH \$100.00 ASSESSED VALUATION.....	0.4900
FOR PUBLIC LIBRARY.....	0.1500
DEBT SERVICE.....	0.6210
TOTAL.....	1.2610

And that the above tax rate levy on the \$100.00 assessed valuation of taxable property in said City of Dixon, be and is hereby made the true and lawful levy for said City for the year of 2019.

Section 2. That the City Clerk is hereby authorized and directed to furnish a copy of this ordinance to the Clerk of the County Court of Pulaski County, Missouri, within the time required by Law for the filing of city rates with said Clerk.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON, MISSOURI THIS 29<sup>th</sup> DAY OF August 2019.

  
Jessie Fleming, City Clerk

  
Allan Kuehl, Mayor

**AN ORDINANCE IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT THE RATE OF 1.5% PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE MUNICIPAL ELECTION CALLED AND TO BE HELD ON TUESDAY, THE SEVENTH DAY OF APRIL, 2020, FIXING AN EFFECTIVE DATE.**

**WHEREAS**, the City has imposed total local sales taxes, as defined in Section 32.085 RSMo, at the rate of 1.5%; and

**WHEREAS**, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the total sales taxes in effect in the City; and

**WHEREAS**, the proposed City use tax cannot become effective until approved by the voters at a municipal, county or state general, primary or special elections;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DIXON, MISSOURI, AS FOLLOWS:**

Section 1. Pursuant to the authority granted by, and subject to, the provision of Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply, with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside of this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section 2. The rate of the tax shall be 1.5%. If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing or raising the city sales tax.

Section 3. This tax shall be submitted to the qualified voters of Dixon, Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the election hereby called and to be held in the City on Tuesday, the 7<sup>th</sup> day of April, 2020. The ballot of submission shall contain substantially the following language:

*Shall the City of Dixon impose a local use tax at the same rate as the total local sales tax rate, currently 1.5%, provided that if the local sales tax rate is reduced or raised by voter*

approval, the local use tax shall also be reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

YES

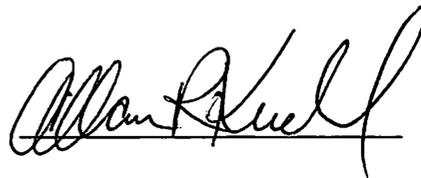
NO

If you are in favor of the question, please place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".

Section 4. Within ten (10) days after the approval of this ordinance by the qualified voters of Dixon, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

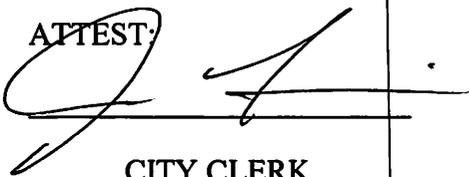
Section 5. This Ordinance shall be in full force and effect from and after the date its passage and approval.

PASSED BY THE CITY COUNCIL ON THIS 18<sup>th</sup> DAY OF November  
      , 2019



MAYOR

ATTEST:



CITY CLERK

**AN ORDINANCE IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT THE RATE OF 1.5% PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE MUNICIPAL ELECTION CALLED AND TO BE HELD ON TUESDAY, THE SEVENTH DAY OF APRIL, 2020, FIXING AN EFFECTIVE DATE.**

**WHEREAS**, the City has imposed total local sales taxes, as defined in Section 32.085 RSMo, at the rate of 1.5%; and

**WHEREAS**, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the total sales taxes in effect in the City; and

**WHEREAS**, the proposed City use tax cannot become effective until approved by the voters at a municipal, county or state general, primary or special elections;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DIXON, MISSOURI, AS FOLLOWS:**

Section 1. Pursuant to the authority granted by, and subject to, the provision of Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply, with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside of this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section 2. The rate of the tax shall be 1.5%. If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing or raising the city sales tax.

Section 3. This tax shall be submitted to the qualified voters of Dixon, Missouri, for their approval, as required by the provisions of Section 144.757 RSMo, at the election hereby called and to be held in the City on Tuesday, the 7<sup>th</sup> day of April, 2020. The ballot of submission shall contain substantially the following language:

*Shall the City of Dixon impose a local use tax at the same rate as the total local sales tax rate, currently 1.5%, provided that if the local sales tax rate is reduced or raised by voter*

approval, the local use tax shall also be reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

YES

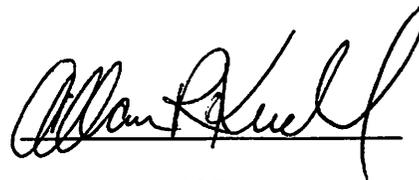
NO

*If you are in favor of the question, please place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".*

**Section 4.** Within ten (10) days after the approval of this ordinance by the qualified voters of Dixon, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

**Section 5.** This Ordinance shall be in full force and effect from and after the date its passage and approval.

PASSED BY THE CITY COUNCIL ON THIS 18<sup>th</sup> DAY OF November  
20, 2019



MAYOR

ATTEST  
  
CITY CLERK

BILL NO. 574

ORDINANCE NO. 574

**AN ORDINANCE IMPOSING A CITY SALES TAX, TO BE USED SOLELY FOR THE CITY OF DIXON, MISSOURI LAW ENFORCEMENT PURPOSES, ON ALL SELLERS FOR THE PRIVILEGE OF ENGAGING IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY OR RENDERING TAXABLE SERVICES AT RETAIL AT THE RATE OF ONE-HALF OF ONE PERCENT ON THE RECEIPTS FROM THE SALE AT RETAIL OF ALL TANGIBLE PERSONAL PROPERTY OR TAXABLE SERVICES AT RETAIL WITHIN THE CITY OF DIXON, MISSOURI, IF SUCH PROPERTY AND SERVICES ARE SUBJECT TO TAXATION BY THE STATE OF MISSOURI UNDER THE PROVISIONS OF SECTION 144.010 TO 144.525 RSMo, PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 94.500 TO 94.550 RSMo, AND PROVIDING FOR SUBMISSION TO THE QUALIFIED VOTERS OF THE CITY OF DIXON, MISSOURI, AT THE NEXT GENERAL ELECTION DAY SCHEDULED FOR APRIL 7, 2020, A PROPOSITION AUTHORIZING THE IMPOSITION OF SAID MUNICIPAL SALES TAX OF ONE-HALF OF ONE PERCENT, TO BE USED SOLELY FOR THE CITY OF DIXON, MISSOURI LAW ENFORCEMENT PURPOSES.**

Whereas, under the provisions of Sections 94.500 to 94.550 RSMo, the City of Dixon, Missouri, is authorized to impose by ordinance a tax upon all sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at the rate of one-half of one percent on the receipts from the sale at retail of all tangible personal property or taxable services at retail within the City of Dixon, Missouri, if such property and services are subject to taxation by the State of Missouri under the provisions of Sections 144.010 to 144.525 RSMo.

Whereas, Section 94.510 RSMo, further provides that no ordinance enacted pursuant to the authority granted by the provisions of Sections 94.500 to 94.550 RSMo shall be effective unless the legislative body of the City of Dixon, Missouri, submits to the voters of the City, at a public election, a proposal to authorize the legislative body of the City to impose a tax under the provisions of Sections 94.500 to 94.550 RSMo.

Whereas, the Board of Aldermen of the City of Dixon, Missouri, has determined it is in the best interests of the City to submit to the qualified voters of the City a proposition that, if approved, will authorize imposition of a one-half of one percent sales tax on all retail sales made

in the City to be used solely for the City of Dixon, Missouri law enforcement purposes, to the extent authorized by law.

Whereas, the Board of Aldermen of the City of Dixon, Missouri, has further determined that it would be advisable for the direct submission of the proposition hereinafter set forth at the next general election day scheduled for April 7, 2020.

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF DIXON, MISSOURI, AS FOLLOWS:**

**Section 1.** Pursuant to the authority granted by and subject to the provisions of Sections 94.500 to 94.550 RSMo, a tax hereby is imposed upon all sellers for the privilege of engaging in the business of selling tangible personal property or rendering of taxable services at retail to the extent and in the manner provided in Section 144.010 to 144.510 RSMo, and the rules and regulations of the Director of Revenue issued and promulgated pursuant thereto. The rate of the tax shall be one-half of one percent on the receipts from the sale at retail of all tangible personal property or taxable service at retail within the City of Dixon, Missouri, if such property and services are subject to taxation by the State of Missouri under the provisions of Section 144.010 to 144.525 RSMo. The tax shall become effective as provided in section 94.510 RSMo and shall be collected pursuant to the provisions of Sections 94.500 to 94.550 RSMo.

**Section 2.** The one-half of one percent tax imposed by this ordinance shall be in addition to, and shall not replace or otherwise effect, any already existing sales tax, previously imposed and collected within the City of Dixon, Missouri.

**Section 3.** As required by Section 94.510 RSMo, this ordinance shall be submitted to the qualified voters of the City of Dixon, Missouri, for their approval. At the next general election day scheduled for April 7, 2020, by way of the following Proposition, to-wit:

**CITY SALES TAX PROPOSITION FOR CITY LAW ENFORCEMENT**

Shall the City of Dixon, Missouri, impose a city sales tax of one-half of one percent, to be used solely for City of Dixon, Missouri law enforcement purposes?

Yes

No

If you are in favor of the question, fill in the box opposite "Yes". If you are opposed to the question fill in the box opposite "No".

**Section 4.** The qualified voters of the City residing in the election precincts located within the City shall vote at such voting places at such times as are established in connection with the general election day scheduled for April 7, 2020.

**Section 5.** The County Clerk of Pulaski County (herein after County Clerk), shall conduct the election herein provided for and they shall serve as the election authority for said election under the provisions of Chapter 115 of the Revised Statues of Missouri.

**Section 6.** The County Clerk, as election authority for the election herein provided for, shall give notice of said election required of him by law, shall appoint the election judges for the polling place at which said election is to be held and shall supply all voting equipment, ballot boxes, tally sheets precinct registers and other supplies necessary for the conduct of said election.

**Section 7.** The ballots to be used at said election shall contain the following information in substantially the following form, subject to such revisions and modifications as to form, but not content, as may be required for use of the voting system selected by the County Clerk:

**MUNICIPAL ELECTION BALLOT**

**CITY SALES TAX PROPOSITION FOR CITY LAW ENFORCEMENT**

**CITY OF DIXON, PULASKI COUNTY, MISSOURI**

Tuesday, the 7<sup>th</sup> day of April 2020

Instructions to voters: if you are in favor of the Proposition, fill in the box opposite "YES". If you are opposed to the Proposition, fill in the box opposite "NO".

**CITY SALES TAX PROPOSITION FOR**  
**CITY LAW ENFORCEMENT**

Shall the City of Dixon, Missouri, impose  YES  
a city sales tax of one-half of one percent,  
to be used solely for City of Dixon law  
enforcement purposes?  NO

Absentee ballots shall contain the same information and be in substantially the form above set forth.

**Section 8.** The County Clerk is authorized and directed to give notice of the submission of the said Proposition at the aforesaid election by publication in the Dixon Pilot, a newspaper printed and published in Dixon, Missouri, and of general circulation therein. The said notice shall be in said newspaper twice, the first publication occurring in the second week prior to the election, and the second publication occurring within one week prior to the election. The said notice to be so published shall be in substantially the following form, to-wit:

**NOTICE OF SALES TAX PROPOSITION FOR CITY LAW ENFORCEMENT**

**GENERAL ELECTION**

**CITY OF DIXON, PULASKI COUNTY, MISSOURI**

Notice is hereby given that at the next regular election to be held in the City of Dixon, Missouri, on Tuesday, the 7<sup>th</sup> day of April 2020, there will be submitted to the qualified electors of said City the following proposition, to-wit:

**CITY SALES TAX PROPOSITION FOR CITY LAW ENFORCEMENT –**  
Shall the City of Dixon, Missouri, impose a city sales tax of one-half of one percent, to be used solely for City of Dixon law enforcement purposes?

Qualified electors of the City of Dixon within said City shall vote at the following polling place established for said precinct:

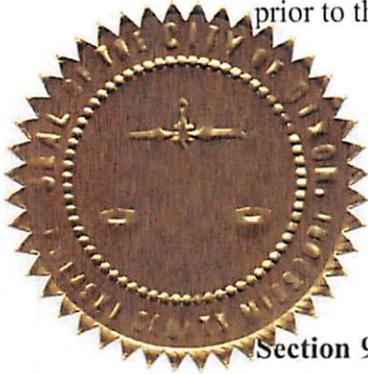
**POLLING PLACE**

Dixon Senior Citizen Center

301 Old Y Road, Dixon, Missouri

The polls of said election will be opened at the hour of six o'clock in the morning, Central Daylight Time, and will remain open until the hour of seven o'clock in the evening, Central Daylight Time, on the aforesaid date. Except for absentee ballots cast by persons in federal service, no person shall be allowed to vote whose name does not appear in the precinct register without the express sanction of the election authority. Any person who is qualified to vote, or who shall become qualified to vote on or before the day of election, shall be entitled to register in the jurisdiction within which he or she resides. In order to vote in any election for which registration is required, a person must be registered, a person must be registered to vote in the jurisdiction of his or her residence no later than 5:00 p.m., or the normal closing time of any public building where the registration being held if such time is later than 5:00p.m., on the fourth Wednesday prior to the said election, unless the voter is an interstate former resident, an intrastate new

resident or a new resident, as defined in Section 115.275 RSMo. In no case shall registration for an election extend beyond 10:00p.m. on the fourth Wednesday prior to the elections..



City Clerk

City of Dixon, Missouri

**Section 9.** In order to comply with the provisions of Section 115.125 RSMo, the City Clerk is directed hereby to transmit to the County Clerk of Pulaski County, notice of the passing of this ordinance by the Board.

**Section 10.** The form of notice mentioned in paragraph 2 of the notice provided for in Section 7 of this Ordinance shall be in substantially the following form, to-wit:

**NOTICE OF ELECTION**

**CITY OF DIXON, PULASKI COUNTY, MISSOURI**

Notice is hereby given to the qualified electors of the City of Dixon, Pulaski County, Missouri, that the Board of Aldermen of said City has called an election to be held in said City on the general election day, Tuesday, the 7<sup>th</sup> day of April 2020.

The ballots to be used at said election shall contain the following information in substantially the following form, subject to such revisions and modifications as to form, but not content, as may be required for use of the voting system selected by the County Clerk:

**MUNICIPAL ELECTION BALLOT**

**CITY SALES TAX PROPOSITION FOR CITY LAW ENFORCEMENT**

**CITY OF DIXON, MISSOURI**

Tuesday, the 7<sup>th</sup> day of April 2020

Instructions to the voters: if you are in favor of the Proposition fill in the box opposite "YES". If you are opposed to the Proposition, fill in the box opposite "NO".

**CITY SALES TAX PROPOSITION FOR**

**CITY LAW ENFORCEMENT**

YES

Shall the City of Dixon, Missouri, impose a  
City sales tax of one-half of one percent, to  
be used solely for City of Dixon law  
enforcement purposes?

NO

Absentee ballots shall contain the same information and be in substantially the form above set forth.

Qualified electors of the City of Dixon residing the election precincts located within the said City shall vote at the following polling place established for said precincts:

**Polling Place**

Dixon Senior Citizen Center

301 Old Y Road, Dixon, Missouri

The polls of said election will be opened at the hour of six o'clock in the morning, Central Daylight Time, and remain open until the hour of seven o'clock in the evening, Central Daylight Time, on the aforesaid date. Except for absentee ballots cast by persons in federal service, no person shall be allowed to vote whose name does not appear in the precinct register without the express sanction of the election authority. Any person who is qualified to vote, or who shall become qualified to vote on or before the day of election, shall be entitled to register in the jurisdiction within which he or she resides. In order to vote in any election for which registration is required, a person must be registered to vote in the jurisdiction of his or her residence not later than 5:00 p.m., or the normal closing time of any public building where the registration is being held if such time is later than 5:00p.m., on the fourth Wednesday prior to the said election, unless the voter is an interstate former resident, an intrastate new resident or a new resident, as defined in Section 115.275 RSMo. In no case shall registration for an election extend beyond 10:00p.m. on the fourth Wednesday prior to the election. Any person registering after such date shall be eligible to vote in subsequent elections.

IN WITNESS WHEREOF, I have set my hand and affixed the seal of my office hereunto this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

County Clerk and Election Authority,

(SEAL)

Pulaski County, Missouri

**Section 11.** Within ten (10) days after the approval of this ordinance by the qualified voters of Dixon, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

**Section 12.** That this ordinance shall be in force and take effect from and after its passage and approval.

READ TWO TIMES, PASSED AND APPROVED THIS 18<sup>th</sup> DAY OF November 2019.

  
Allen Kuehl, Mayor

ATTEST:

  
City Clerk

**AN ORDINANCE FIXING THE SALARY OF THE CITY MARSHAL**

**WHEREAS**, the City of Dixon, Missouri (City), is a City of the Fourth Class, and

**WHEREAS**, the Board of Aldermen of the City is authorized pursuant to Section 79.270 of the Revised Statutes of Missouri to fix the compensation of all officers and employees of the City, by ordinance, and

**WHEREAS**, it is the intent of the Board of Aldermen of the City to fix the salary of the City Marshal,

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF DIXON, MISSOURI AS FOLLOWS:**

Section 1: The City Marshal shall receive as his compensation to the City the sum of \$ 38000.<sup>00</sup> per year.

Section 2: That this pay increase shall become effective upon the swearing in of the Marshall duly elected in the Municipal Election in April 2020.

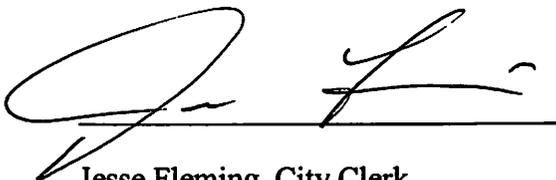
Section 2: Any other ordinance and any part of any other ordinance in conflict with the provisions of this ordinance are hereby repealed.

Section 3: This ordinance shall be in full force and effect immediately upon its approval and passage by the Board of Aldermen of the City of Dixon, Missouri.

**READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON, MISSOURI, THIS 18<sup>th</sup> DAY OF November 2019.**



Allen Kuehl, Mayor



Jesse Fleming, City Clerk

BILL NO. 576

ORD. NO. 576

**AN ORDINANCE ADOPTING AND ENACTING A NEW CHAPTER 210A, OFFENSES, OF THE CITY OF DIXON, COUNTY OF PULASKI, STATE OF MISSOURI; AND PROVIDING FOR THE REPEAL OF INCONSISTENT PROVISIONS; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE**

Be it ordained by the Board of Aldermen of the City of Dixon, County of Pulaski, State of Missouri, as follows:

**Section 1. Findings.**

In the 2014 Legislative Session, the Missouri State Legislature enacted Senate Bill 491 and House Bill 1371 which resulted in numerous revisions to Title 38 (Crimes and Punishment) of the State Statutes, effective as of January 1, 2017. Subsequent amendments affecting local Offenses Codes have been enacted in 2016, 2017 and 2018. Therefore, the City of Dixon, County of Pulaski, State of Missouri, enacts this ordinance to effect compliance with the Revised Statutes of Missouri.

**Section 2. Adoption of Revised Chapter and Repeal of Inconsistent Provisions; Effective Date.**

- A. The entirety of Chapter 210A, Offenses, attached hereto, is hereby adopted and enacted as an ordinance of the City of Dixon. This ordinance shall repeal any inconsistent provisions, to the extent of such inconsistency only, as of the effective date provided in Subsection (C) hereof. Chapter 210A adopted hereby shall be read in conjunction with existing Chapter 210, Offenses, of the Municipal Code of the City of Dixon until the City completes its codification project and adopts its new Code.
- B. The repeal of such inconsistent provisions shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance, nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to such date.
- C. All provisions of this ordinance and revised Chapter 210A, Offenses, adopted hereby shall be in full force and effect upon passage.

**Section 3. Severability.**

It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and Chapter 210A, Offenses, hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or Chapter 210A hereby adopted shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and Sections of this ordinance or Chapter 210A hereby adopted.

PASSED by the Board of Aldermen of the City of Dixon this 2<sup>nd</sup> day of December 20 19.

APPROVED by the Mayor of the City of Dixon this 2<sup>nd</sup> day of December 20 19.

*Alton R. Kelly*  
Mayor of the City of Dixon

ATTEST: *[Signature]*  
City Clerk

Journal of "ayes" and "nays"  
First reading  
Board Member

Votes  
Aye 6 Nay 0

Journal of "ayes" and "nays"  
Second reading  
Board Member

Votes  
Aye 6 Nay 0

BILL NO. 577

ORD. NO. 577

**AN ORDINANCE ADOPTING AND ENACTING A NEW CHAPTER 140, OPEN MEETINGS AND RECORDS POLICY, OF THE CITY OF DIXON, COUNTY OF PULASKI, STATE OF MISSOURI; AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE**

Be it ordained by the Board of Aldermen of the City of Dixon, County of Pulaski, State of Missouri, as follows:

**Section 1. Adoption of a New Chapter 140, Open Meetings And Records Policy, to incorporate the similar Statutory Material commonly referred to as the Sunshine Law, into the City's Code.**

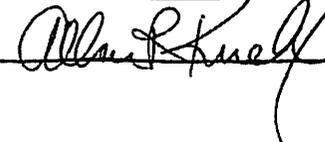
- A. The entirety of Chapter 140, Open Meetings and Records Policy, attached hereto, is hereby adopted and enacted as an ordinance of the City of Dixon.
- B. This ordinance shall repeal any inconsistent provisions, to the extent of such inconsistency only. The repeal of such inconsistent provisions shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance, nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to such date.
- C. All provisions of this ordinance adopted hereby shall be in full force and effect upon passage.

**Section 3. Severability.**

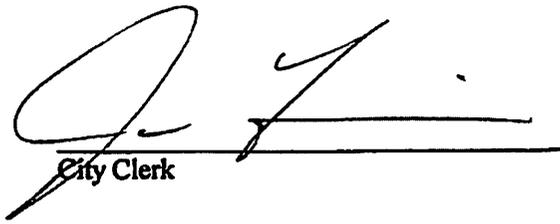
It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and Chapter 140, hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or Chapter 140 hereby adopted shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and Sections of this ordinance or Chapter 140 hereby adopted.

PASSED by the Board of Aldermen of the City of Dixon this 2<sup>nd</sup> day of December 2019.

APPROVED by the Mayor of the City of Dixon this 2<sup>nd</sup> day of December 2019.

  
\_\_\_\_\_  
Mayor of the City of Dixon

ATTEST:

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

Journal of "ayes" and "nays"  
 First reading  
 Board  
 Member

Votes

Aye 6

Nay 0

	Aye	NAY
<u>Anthony Campbell</u>	/	—
<u>Barbara Thomas</u>	/	—
<u>Mary Wiles</u>	/	—
<u>Mike Hall</u>	/	—
<u>Trevor Warner</u>	/	—
<u>Diane Sultz</u>	/	—

Journal of "ayes" and "nays"  
 Second reading  
 Board  
 Member

Votes

Aye 6

Nay 0

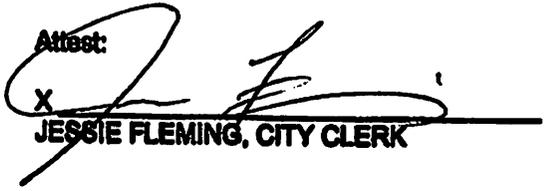
	Aye	NAY
<u>Anthony Campbell</u>	/	—
<u>Barbara Thomas</u>	/	—
<u>Mary Wiles</u>	/	—
<u>Mike Hall</u>	/	—
<u>Trevor Warner</u>	/	—
<u>Diane Sultz</u>	/	—

Resolution No. 578

**A RESOLUTION OF THE CITY OF DIXON, BOARD OF ALDERMEN, PULASKI COUNTY, AUTHORIZING, RATIFYING AND AFFIRMING AN EMPLOYMENT AGREEMENT WITH THE LAW FIRM OF WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.**

RESOLVED, The Board of Aldermen of the City of Dixon, Pulaski County, authorize, ratify and affirm that the Mayor of the City of Dixon is authorized to enter into an Employment Agreement with the law firm of Williams, Robinson, Rigler & Buschjost, P.C. to provide representation in the matter of Brown v. City of Dixon, et al. Pulaski County Case number 18PU-CV01865.

READ AND PASSED BY THE CITY OF DIXON BOARD OF ALDERMEN AND MADE EFFECTIVE THIS \_\_\_TH DAY OF DECEMBER 2019.

Attest:  
X   
JESSIE FLEMING, CITY CLERK

X   
ALLAN KUEHL, MAYOR  
Mike Null Mayor - Pro-Tem

Members	Vote on <u>JAN. 9, 2020</u>		
Anthony Campbell	yes		
Barbara Thomas			Absent.
② Mary Wiles	yes		
Mike Null	yes		
① Diane Shultz	yes		
Trevor Wardol	yes		

Passed  
5-0

**Fee Agreement**

**Williams, Robinson, Rigler & Buschjost, P.C.**

**Page 4**

11. **Authority To Act:** *Client* understands that *Law Firm* will use its best efforts to discuss, in advance, as many of the aspects of the *Litigation* with the *Client* as possible, pursuant to the restrictions of paragraph 2. However, *Client* agrees that the *Litigation* may be fast moving, and given the limited times at which the City Counsel of the City of Dixon meets, there may be times when *Law Firm* needs to act long before the next scheduled City Counsel meeting. *Client* gives *Law Firm* authority to act as and when needed in the *Litigation* in all aspects except final resolution of the *Litigation*.

12. **Authority To Execute:** The undersigned attorney represents that she has the authority to execute this Employment Agreement on behalf of Law Firm, and the undersigned Mayor of the City of Dixon represents that the City Council has passed a resolution authorizing him to execute this Employment Agreement on behalf of the City of Dixon.

**I HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS EMPLOYMENT AGREEMENT (PARAGRAPHS 1-12) AND ACCEPT THE SAME.**

  
Emily Woodward Guffey

**For Law Firm**

  
Allan Kuehl, Mayor  
MAYOR PRO-TEM  
For Client

**Fee Agreement**

**Williams, Robinson, Rigler & Buschjost, P.C.**

**Page 3**

will provide sufficient detail of fees and expenses in monthly invoicing to permit *Client* to accurately keep track of the progress of the case and the attendant legal fees and expenses as they accrue.

**7. Termination:** *Client* may discharge the *Law Firm's* employment under this Agreement. The *Law Firm* may withdraw from its representation of the *Client* under this Agreement upon providing reasonable notice of its intention to the *Client* to do so. Upon discharge or withdrawal of the *Law Firm* from representation of *Client*, all amounts the *Law Firm* has advanced for expenses on behalf of the *Client*, and all unpaid fees for work done by *Law Firm* for *Client*, will become immediately due and payable by the *Client* to the *Law Firm*.

**8. Final Billing:** Upon conclusion of *Law Firm's* representation of *Client* in this matter, or termination of *Law Firm's* duty to provide further services either through withdrawal of representation or by discharge by *Client*, *Law Firm* will prepare a final statement detailing all previously unbilled time and expenses. This final statement will be paid from the escrow deposit balance. If the escrow deposit remains positive after payment of the final statement, *Law Firm* will immediately refund the balance of the escrow deposit to *Client*. In the event the final statement exceeds the escrow deposit balance, *Client* agree to pay the difference to *Law Firm* within ten (10) days of receipt of the final statement.

**9. Fee Estimate:** *Client* understands that it is impossible for *Law Firm* to accurately estimate the total amount of the attorneys' fees and expenses which will accrue in any case. *Client* understands that the greater the work level required of *Law Firm*, the greater the attorney's fees and expenses. *Client* understands that in the event full discovery and trial participation is required, *Client* may need to budget substantially greater fees and expenses for discovery, trial preparation and trial, and understands that the total fees and expenses are dependent on the complexities of the case which arise over time and that fees and expenses may greatly exceed any specific estimate. *Client* understands that in any event, any fee and expense estimate is an estimate only, and is not a guarantee of any particular total. *Law Firm* will use its best efforts to resolve the *Litigation* in the most efficient manner possible, but *Client* agrees that a detailed and thorough discovery and investigation leads to the greatest likelihood of a good outcome despite being at a potentially increased cost.

**10. Responsibility For Fees:** Fees and expenses charged by *Law Firm* are the sole responsibility of *Client*. *Law Firm* does not accept employment on the basis that a court might at some time order another person to pay those fees, and *Client* understands that under the American Rule followed in Missouri, it is very unlikely any other person might be responsible for attorneys fees and expenses accrued by *Client*.

**Fee Agreement**

**Williams, Robinson, Rigler & Buschjost, P.C.**

**Page 2**

or agents, or members of the Board of Aldermen will discuss the *Litigation* outside of executive session. *Client* agrees that if its employees or agents or members of the Board of Aldermen discuss the *Litigation* outside of executive session then in such events it will be impossible for *Law Firm* to maintain the ethical obligation to maintain attorney-client confidentiality as to its plans, strategies, legal theories, and mental impressions, and *Law Firm* will withdraw from representation of *Client*.

**3. General Deposit:** *Client* agrees to initially pay to *Law Firm*, and thereafter maintain, a general escrow deposit balance of **TEN THOUSAND DOLLARS (\$10,000.00)**, the balance of which shall be refundable in the manner described below. This general escrow deposit balance must be paid before *Law Firm* shall become obligated to perform any work on behalf of *Client*.

**4. Hourly Billing:** *Law Firm* will bill *Client* for all work performed on this case at the hourly rates of **TWO HUNDRED FIFTY DOLLARS (\$250.00)** for attorney time, and **NINETY DOLLARS (\$90.00)** for legal-assistant time. Time will be recorded for work performed in minimum billing units of **ONE-TENTH (0.1)** of an hour, which is equal to six minutes of time. All time spent on this case by an attorney or legal assistant, including time spent talking to *Client* by phone, will be charged to *Client's* account. Since standardized forms are not available in *Litigation* of this nature, all documents must be individually drafted and, as such, standardized billing practices will not apply.

**5. Expenses:** *Client* understands that *Client* will be responsible for all case expenses incurred in connection with the *Litigation*, including but not limited to court costs, filing fees, publication costs, deposition fees, transcript fees, expert witness fees, travel expenses, exhibit preparation, contract investigation, process servers, research fees, postage, copies, etc. *Law Firm* may, from time-to-time, advance some of these costs. *Client* agrees to immediately reimburse *Law Firm* for any such costs or expenses advanced by it, and understands that expenses incurred are in addition to attorneys fees.

**6. Invoicing:** Time and expenses as they accrue, will be billed monthly. *Law Firm* will mail to *Client* a monthly invoice detailing time spent and expenses accrued for work on *Client's* behalf in the preceding month. *Client* understands that all invoices must be paid on a monthly basis. The escrow deposit balance described in paragraph 3 above must be maintained in the amount of **\$10,000.00**. If monthly invoices are not paid promptly by *Client*, payment will be made to *Law Firm* from the escrow deposit balance, and *Law Firm* will request *Client* reimburse the escrow deposit balance so that *Client* maintains a **\$10,000.00** balance. If at any time *Client* fails to maintain the required escrow deposit balance, *Client* understands and agrees that *Law Firm* may formally withdraw from further representation of *Client*. *Law Firm*

**LAW OFFICES OF  
WILLIAMS, ROBINSON, RIGLER & BUSCHJOST  
EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT is made on the 9 day of <sup>JANUARY 9<sup>th</sup></sup> ~~December~~ <sup>2010</sup> ~~2019~~, between the City of Dixon, Missouri, ("*Client*"), and WILLIAMS, ROBINSON, RIGLER & BUSCHJOST ("*Law Firm*").

1. **Scope of Representation:** *Client* employs *Law Firm* to provide limited representation related to the matter of Brown v. City of Dixon, Pulaski County Case No. 19PU-CV01865 ("*Litigation*"). This Agreement covers only legal work directly required by the above-captioned *Litigation*, and does not include other cases or other litigation, appellate court work, post-trial motions, contempt proceedings, collection actions, retrials, action for coverage, or work on other legal matters or issues. Issues or controversy surrounding any bond issue, financial issue, sewer & water system issues, or claimed defects to *Client* property are outside the scope of this agreement except as is specifically needed to address issues raised by the pleadings in the case. If *Client* so desires, issues related to insurance coverage questions may be addressed by *Law Firm* at the request of *Client*, but under the terms of a separate attorney employment agreement. *Client* understands that *Law Firm* has no obligation to provide legal services beyond the scope of this Agreement, unless other specific written arrangements have been made to provide such representation. *Client* understands that the *Litigation* involves many uncertainties, and that no result in the *Litigation* can be guaranteed by *Law Firm*.

2. **Conflict of Interest & Disclosure of Confidential Information:** *Client* understands that *Law Firm* has an ethical obligation to maintain *Client* confidentiality. *Client* is comprised of a Board of Aldermen. One of the elected Aldermen, Barbara Shackelford-Thomas, is the spouse of Plaintiff's counsel and works in his law firm. Ms. Shackelford-Thomas has already announced to the Board the existence of the conflict and has excluded herself from executive session where this *Litigation* has been discussed. *Client* agrees that all discussions (including any written materials) communicated between *Law Firm* and *Client* will occur only in executive session, and no written materials will be distributed to preserve attorney-client confidentiality. *Client* agrees that *Law Firm* will not discuss the *Litigation* in the presence of Ms. Shackelford-Thomas even in executive session. *Client* agrees that Ms. Shackelford-Thomas will continue to recuse herself from executive session meetings about the *Litigation* or, if Ms. Shackelford-Thomas will not recuse voluntarily then *Client* will take such steps as it is legally permitted to take to exclude Ms. Shackelford-Thomas from all executive sessions during which the *Litigation* is discussed. *Client* agrees that if Ms. Shackelford-Thomas will not voluntarily recuse from executive session discussions about the *Litigation*, and if further *Client* is not legally permitted to exclude Ms. Shackelford-Thomas from executive session discussions about the *Litigation*, then and in such events it is impossible for *Law Firm* to maintain its ethical obligations to preserve attorney-client confidentiality and *Law Firm* will withdraw from representation of *Client*. In addition, *Client* understands and agrees that neither *Client's* employees

Jessie Fleming  
December 16, 2019  
Page 5

Other than myself, Ms. Lane or one of the other attorneys in our firm, do not talk to anyone about this litigation, and refer all contacts to this office, including insurance contacts. If you have any question about who you are talking to, simply call back to this office and ask to talk to us. I don't know that someone would call you and misrepresent their identity, but it has happened.

Finally, if you have any questions at all or have anything important to report, please feel free to call at any time. If I am unavailable, please ask for Alheshha Lane. I will return your call at the earliest opportunity.

I look forward to representing your interests in this matter.

Sincerely,

WILLIAMS, ROBINSON, RIGLER & BUSCHJOST, P.C.

By: 

Emily Woodward Guffey, #51248  
EGUFFEY@TEAMLEX.COM

enc.

LAW OFFICES OF  
**WILLIAMS, ROBINSON, RIGLER & BUSCHJOST**

JOHN Z. WILLIAMS  
(1941-2006)  
J. KENT ROBINSON\*  
OF COUNSEL

JOSEPH W. RIGLER  
CAROLYN G. BUSCHJOST\*  
CARY L. HANSEN  
LANCE B. THURMAN  
EMILY WOODWARD GUFFEY

\* ALSO LICENSED IN ILLINOIS

501 NORTH PINE STREET - FOURTH FLOOR  
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TOLL FREE  
(866) 486-8018  
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(573) 341-8266  
FACSIMILE  
(573) 341-8864

December 20, 2019

Jessie Fleming  
City Clerk - City of Dixon  
303 S. Elm Street  
Dixon, Missouri 65459

RE: Brown et al v. City of Dixon, et al - Pulaski County Case No. 19PU-CV01865  
OUR FILE NO.: 00070/063

Dear Sir:

I write in follow up to my discussion with the Board of Alderman, and to offer an amended offer of employment upon the terms discussed this date. Our initial offer of employment was withdrawn when previously unknown information impacted the terms of the offer.

It is my understanding that the City has decided not to remove this litigation to federal district court, and instead decided to hire our firm to represent the City in this litigation.

I enclose an amended Employment Agreement which I have executed on behalf of this firm. I also enclose a proposed resolution. Please make sure the Mayor has either this or a similar resolution passed by the Board of Aldermen authorizing the Mayor to execute this contract, and then have the Mayor execute the contract on behalf of the City. Please retain a copy for yourself, and return the original to me along with the escrow deposit to be placed in our escrow fund.

On receipt of both the signed amended Employment Agreement and the escrow deposit funds, we will enter our appearance on behalf of the City and get the necessary initial motions on file immediately.

The terms of the contract are set out in the amended contract. Those terms are, for the most part, identical to the original offer. The amendment addresses the requirements of confidentiality that are set out in Paragraph 2 of the amended contract, and which were discussed and accepted by the Board this date.

In essence, we will simply bill the City on a monthly basis and, at the conclusion of the matter, will refund any unused portion of the escrow balance.

We will try to discuss as many aspects of the case as we can with the City in advance of action being required, but often times litigation is fast moving and we will be unable to wait until the next Board meeting.

Jessie Fleming  
December 16, 2019  
Page 2

The contract calls for us to have procedural authority as needed, but no authority as to resolution of the litigation absent Board approval.

I will be actively involved in the defense, and may from time-to-time be assisted by other members of the firm. The other members of the firm all have experience in municipal government matters or in litigation, and so may, from time to time, be involved in certain aspects of the case.

I will be the primary point of contact among the attorneys. Alhesha Lane will be the primary point of contact among the paralegals.

We will try to have paralegals do as much as possible to keep expenses down.

Please send your complete MoPerm policy (not just the declarations page) and all correspondence with MoPerm about this claim. Please also send the letter by which this claim was submitted to MoPerm, and the MoPerm denial of coverage letter. We need to explore whether the denial of coverage was proper and, if it appears not, explore some statutory alternatives that might be advantageous to the City if they all work out.

I need to advise you of the limitations on the scope of our representation of you as required by Supreme Court Rule 4-1.2. This office represents you in the defense of this claim, and does not provide general representation, or representation on other issues collateral to this defense. For example, if litigation needs to be filed related to the denial of coverage by MoPerm, litigation of that nature would need to be part of a separate employment contract. Mr. Thomas has previously described to us a sewer system bond issue that may somehow be peripherally relevant, and issues related to investigations in that area would also be outside the scope of this particular contract.

In theory, it might be possible that MoPerm could be convinced to defend the personal injury claims but not the property damage claims. Should that eventuality come to pass, we will stay in the case to defend the property damage claims, but would pass off the personal injury defense to MoPerm so as to keep your costs down.

You also have a right to bring a counterclaim for any damages the City may have suffered. Based on a review of the claim with Mr. Thomas, he knows of no appropriate counterclaim. Nonetheless, I would remind you that these counterclaims are compulsory and must be brought in this action or be lost. For that reason, if an apparent counterclaim arises during this litigation, it must be filed by Mr. Thomas or other counsel of your choosing.

Within a very short time, we have the right to take a change of venue from Pulaski County, with the case most likely going to Phelps County. Pulaski County has proven in the past to be a better plaintiffs venue than Phelps County, and for that reason I would tend to suggest that the case should be removed to Phelps County. Maries and Texas counties are even better defense venues, but the Judges are not in the habit of sending cases there. If you have a specific objection to the case going to Phelps County, please let me know - otherwise my inclination is to change venue.

Jessie Fleming  
December 16, 2019  
Page 3

We also have a right, for a very short time, to take a change of judge. The case is currently assigned to Judge William Hickle. If we disqualify Judge Hickle, under the local court rules the case will then go to Judge John Beger. I have appeared in front of both, and have no problem with either judge. If you have a specific problem with Judge Hickle, please let me know as again, unless I hear otherwise, my inclination is to leave the case in front of Judge Hickle.

I should add that I very much question if any of the 25th Circuit judges will remain in the case because you are a municipal government within their Circuit. The judges may or may not recuse and, if they do, the case would go to the Missouri Supreme Court for assignment.

On receipt of the signed Employment Agreement, we will file the necessary responsive pleadings on your behalf. There are a number of very real issues we want to bring up in the beginning of the case.

Once the responsive pleading is filed on your behalf, the next stage that follows is called the "discovery" stage. This means that both sides have the opportunity to discover facts about each other's case. We will send an initial round of written discovery requests to plaintiffs' attorney, and I expect to receive a set of requests from them. These discovery requests consist of a demand to produce certain documents and a list of written questions to be answered.

When received, these documents need to be answered promptly. We will need to meet at some point to obtain your answers. I will let you know when we are in receipt of the discovery requests.

Later, both sides will have the opportunity to take depositions of relevant witnesses and parties. A deposition is a sworn question and answer session. When your deposition is scheduled, we will go over the deposition process with you so that you are comfortable with the idea.

You must be patient during the discovery process, as it frequently involves lawyers spending time in court, and involves lawyers spending a lot of time on legal issues that have little interest to you. Unfortunately, all of this takes time.

Finally, the last stage of your case will be some form of disposition. We must go through the discovery process in order to learn enough about the case to make a decision about settlement, or not. Alternative dispute resolution sometimes can be effective if both sides are reasonable. If the case does not settle, we will then appear and defend you at any trial.

While the court system in rural Missouri is considerably faster than in major cities, this entire process is still slow and may take some time to complete. It may appear to you that nothing is taking place for months at a time. Actually, during these periods, there is often a tremendous amount of legal work, but nothing of substance to report to you.

Otherwise, we will keep you informed about the progress of the case. If you do not hear from us for a significant period of time, this usually means that there is nothing of interest to you currently happening. I should also point out that much of the speed of the case is dependent on plaintiffs' attorney.

Jessie Fleming  
December 16, 2019  
Page 4

I am unable to tender any opinion to you at this point concerning how this case will turn out. Without going through the discovery process, I simply do not have enough information to evaluate your case, although I will say that based solely on review of the information received from Mr. Thomas, we certainly do have some issues to talk about. Nonetheless, it is quite possible that some other information is not yet available to us, so I am not in a position of making any evaluation at this point. Often times an attorney's initial impression may change after the discovery process is completed.

We try a number of cases in this office, and have learned that it is often very difficult to predict precisely what a jury will do. The jury is not told about the existence or amount of insurance at a trial. Obviously, we are a long way from considering settlement, since there is insufficient information to evaluate the case.

Finally, a few very important miscellaneous points should be made. First, it is crucial that City employees, agents, or Board members do not discuss this case with anyone outside executive session of the Board of Alderman. Litigation is one of the legitimate executive session subjects and is designed to protect confidentiality. If our legal theories, mental impressions, evidence, or strategies are revealed outside the protection of executive session, all confidentiality is lost and defending the case becomes a challenge.

This restriction applies equally to Ms. Shackleford-Thomas, who is married to Plaintiffs' attorney and is on the Board. Ms. Shackleford-Thomas has acknowledged the conflict. Ms. Shackleford-Thomas must not be shown any materials related to the litigation, and should not be present when the litigation is discussed. The details of these restrictions are set out in Paragraph 2 of the employment agreement. Mrs. Shackleford-Thomas is clearly barred by §105.452, RSMo. from using confidential information received in her capacity as a member of the City Council with the intent to allow a business in which both she and her spouse are associated to benefit from that information.

Keep in mind that anything said by a City employee or agent or Board member to others outside of this firm or outside executive session may be used at trial against you – even to relatives and friends.

On that subject, if the City engages in social networking activities such as Facebook, Twitter, LinkedIn, etc., all subjects about this litigation are never to be posted or discussed.

We cannot provide representation in any matter where we know in advance that we cannot meet our obligations under Supreme Court Rule 4-1.6 to maintain client confidentiality. Our ethical obligations under Supreme Court Rule 4 are not flexible.

Finally, it is important that we know everything needed about this litigation. Sometimes clients withhold information believing it to be irrelevant and unrelated to the litigation. Please do not make that assumption. It is necessary for us to evaluate the evidence from a legal perspective to determine if it is relevant or not. Any information given to us is protected by the attorney-client privilege of confidentiality, whether it proves to be relevant to the litigation or not.

**Ordinance No. 579**

**AN ORDINANCE AUTHORIZING THE MAYOR TO DELCARE A STATE OF EMERCENCY  
ARISING FROM IMMINENT THREAT OF THE 2019 NOVEL CORONAVIRUS (COVID-19)  
FIXING AN EFFECTTIVE DATE**

**WHEREAS**, on January 30,2020, the World Health Organization (WHO) Director General declared the outbreak of COVID-19, as a Public Health Emergency of International Concern, advising countries to prepare for the containment, detection, isolation and case management, contact tracing and prevention of onward spread of the disease; and

**WHEREAS**, on March 5, 2020, the WHO Direct General urged aggressive preparedness and activation of emergency plan in order to change the trajectory of the epidemic; and

**WHEREAS** on March 13, 2020 Governor Mike Parsons signed Executive Order 2002 a State of Emergency in Missouri due to the spread of the virus within State borders; and

**WHEREAS**, the City Council of Dixon recognizes the Executive Order 20-02 provides the City the ability to take measures to reduce the possibility of exposure to the disease, control the risk and promote the health and safety of Dixon residents; and

**WHEREAS**, the Council of the City of Dixon wished to employ all means available under the law to protect public life, health, safety and property to limit the development, contraction and spread of COVID-19 creating this emergency.

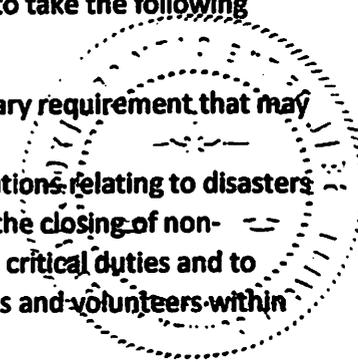
**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF DIXON, MISSOURI AS FOLLOWS:**

**Section 1.** The Council of the City of Dixon hereby grants the Mayor to a City of Emergency because of the threat of the spread of COVID-19.

**Section 2.** This emergency shall be in effect from March 19<sup>th</sup>, 2020; however, this declaration may be rescinded by a vote of the Council at any scheduled meeting.

**Section 3.** That in addition to all other powers granted by the laws of this state to fourth class cities and of the ordinances of the City, and the Mayor, is authorized to take the following actions to protect life and property;

- A.** To temporarily waive routine administrative and budgetary requirement that may impede the effective delivery of essential public service;
- B.** Enforce and put into operation all plans, rules and regulations relating to disasters and emergency management of all resources to include the closing of non-essential city departments and reallocating staff to more critical duties and to assume direct operational control of all emergency forces and volunteers within the City.



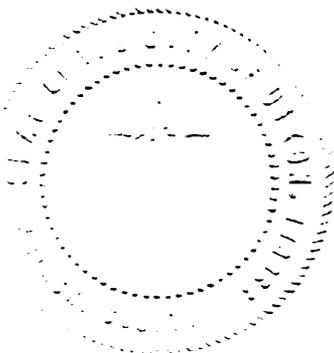
- C. To order the evacuation of areas where there is a threat to the public health and safety and to designate any public place, public street, thoroughfare, or parking area and any other places close to motor vehicles, person and pedestrian traffic;
- D. To impose restrictions on the gathering of persons in public setting, that the Mayor may deem advisable in the interest of public safety and self-wares, assemblies, and during those restrictions, all persons shall remove themselves to their place of residence and remain off and away from the public streets, sidewalks, parks and all other public or open places and no persons shall assemble, gather, loiter or otherwise congregate in any manner in groups, assemblies or meetings in any place for any purpose whatsoever, however that persons performing medical services, essential public utility services, public officials, police officers, firefighters and all other persons explicitly enumerated in such ordinance may be exempt from such restrictions;
- E. Authorize the suspension of utility shut-offs and waving of late fees.
- F. To issue orders deemed necessary to protect life and property and to preserve critical resources with the purposes of this ordinance;
- G. Authorized to amend personnel policy and procedure in regards to departmental work-scheduling, duty, assignments, authorize eligible employees to work from home and to put into place or authorize any restrictions that will aid the preservation of continuity of government.
- H. Authorize the Mayor to amend the budget for cost not to exceed \$10,000.00 on contingency items due to the spread of COVID-19.

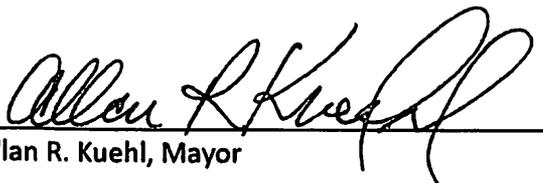
**Section 4.** It shall be unlawful for any person to violate any order or emergency regulating of the Mayor and/or City Administrator during a State of Emergency declared by the Mayor or the Governor of the State of Missouri.

**Section 5.** That the powers granted to the Mayor herein shall only last as long as the state of Emergency declared by the Governor in Executive Order 20-02 continues to exist.

**Section 6.** This ordinance shall be in full force and effect from the date of its passage.

PASSED BY THE City COUNCIL ON THIS 24<sup>th</sup> DAY OF March, 2020.



  
Allan R. Kuehl, Mayor

ATTEST:  
  
Brenda Pennington  
City Clerk

**AN ORDINANCE MODIFYING AND AMENDING THE PERSONNEL POLICY FOR THE CITY OF DIXON**

**WHEREAS**, the City of Dixon, Missouri (City), is a City of the Fourth Class, and

**WHEREAS**, the City has numerous employees; and

**WHEREAS**, the City has not updated its Personnel Policy in several years,

**WHEREAS**, the City has determined that it is in the best interests of the City to update Article 1 of Chapter 135 of the City Code,

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF DIXON, MISSOURI AS FOLLOWS:**

Section 1: The attached Personnel Policy is hereby approved and adopted by the City.

Section 2: Chapter 135, Article I of the Dixon City Code is repealed and replaced with the attached updated Chapter 135 Article I.

Section 3: Chapter 135 Article II: Drug and Alcohol Policy shall remain in full force and effect.

Section 4: Any other ordinance and any part of any other ordinance in conflict with the provisions of this ordinance are hereby repealed.

Section 5: This ordinance shall be in full force and effect immediately upon its approval and passage by the Board of Aldermen of the City of Dixon, Missouri.

**READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON, MISSOURI, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

\_\_\_\_\_  
Allen Kuehl, Mayor

\_\_\_\_\_  
Glenda Pennington, City Clerk

**AN ORDINANCE MODIFYING AND AMENDING THE PERSONNEL POLICY FOR THE CITY OF DIXON**

**WHEREAS**, the City of Dixon, Missouri (City), is a City of the Fourth Class, and

**WHEREAS**, the City has numerous employees; and

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Section 1: The attached Personnel Policy is hereby approved and adopted by the City.

Section 2: Chapter 135, Article I of the Dixon City Code is repealed and replaced with the attached updated Chapter 135 Article I.

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\_\_\_\_\_  
Allen Kuehl, Mayor

\_\_\_\_\_  
Glenda Pennington, City Clerk

## **CHAPTER 135: PERSONNEL POLICY**

### **ARTICLE I: GENERAL**

**Affective February 1, 2020**

#### **SECTION 135.001: INTRODUCTION: NATURE AND PURPOSE**

This Personnel Policy has been prepared for the purpose of establishing uniform managerial policies and procedural guidelines relating to exempt and non-represented employees of the City of Dixon. It is not intended to create and should not be construed as creating a contract of employment between the City and the employees covered by this Policy, either individually or collectively. Rather, the policies and procedures contained in this Personnel Policy may be changed or withdrawn at any time by the City, with or without prior notice to covered employees.

All employees covered by this Personnel Policy, except as may otherwise be provided in written contracts of employment signed on behalf of the City by authorized officials, are employed on an "at will" basis by the City. Such employees may leave the employment of the City any time and for any reason, and the City may discharge or terminate such employees at any time and for any reason not prohibited by law.

All covered employees are expected to read Chapter 135 of the City of Dixon Code and refer to it when dealing with personnel policy problems and questions. This updated Personnel Policy supersedes all previous policies and handbooks relating to personnel policy and procedure for exempt and non-represented personnel.

Nothing in this Chapter 135: Personnel Policy precludes the establishment of written departmental rules and regulations applying to the employees employed in or assigned to a particular department. However, if a direct conflict should arise between a department rule or policy and the express provisions of this Chapter, the express provisions of this Chapter shall control.

In the event that any of the policies contained or referred to herein should be in conflict with the constitution or laws of the United States or of the State of Missouri, updates and revisions will be made to this Chapter in a timely manner.

## A CODE OF ETHICS FOR CITY OF DIXON PERSONNEL

### SECTION 135.002

*WE ACKNOWLEDGE*, in all matters, public service will take precedence over personal gain.

*WE BELIEVE* the use of public property, of whatever value, for personal profit or convenience is incompatible with the above philosophy.

*WE WILL* decline to grant special privileges to any citizen above those available to all on the same basis.

*WE CONSIDER* City employment to be our primary pursuit; any secondary employment should be undertaken with that belief in mind.

*WE HONOR* information gathered confidentially for official purposes, and we will not disclose it unless required by law.

*WE WILL* be guided by reason and good judgment in our decisions; not by gifts or favors.

*WE RECOGNIZE* it is improper to advocate for private interests before public bodies.

*WE FEEL* it is imperative to disclose any financial interests in a business which contracts with the City, and regarding which we may exert direct or indirect influence.

*WE REALIZE* interference with pending legislation or the enforcement of current legislation to serve personal ends is forbidden.

## SECTION 135.003: DEFINITIONS

A policy establishing personnel policies for employees of the City of Dixon, Missouri concerning positions, pay, promotions, demotions, transfers, paid time off, sick leave, separation and other related subjects adopting Chapter 135: Personnel Policy of the Code Book for the City of Dixon. All City employees will sign a Disclaimer and Acknowledgment statement (Appendix 1a) when receiving a new or updated/amended copy of the City of Dixon Employee Personnel Policy.

As used in this policy, the following words and terms, unless the contents clearly requires otherwise, shall have the meaning indicated below:

- a. **Appointing Authority.** A person having power to make appointments to positions. Appointing authorities include, but are not limited to, the Mayor, City Council and those designated by them.
- b. **Compensation.** All forms of valuable considerations, including salary or wages earned by or paid to any employee by reason of service in a position with the City.
- c. **Date of Employment.** The date on which an employee begins service with the City, be it part or full-time. If an individual is re-employed, only the date of his/her current employment shall serve as the official date of employment for all personnel transactions.
- d. **Demotion.** The change of an employee from rank or status in a position to a rank or status of a lower position with or without a pay decrease.
- e. **Dismissal.** The permanent involuntary separation of an employee from his/her position for cause.
- f. **Employee.** A person legally occupying a position with the City or an authorized leave of absence from such service. Elected officials and members of appointed Boards and Commissions shall not be considered as employees nor shall the provisions of this policy be applicable to them.
- g. **Immediate Family.** The employee's spouse, children, mother, father, mother-in-law, father-in-law, brothers or sisters. It shall also include other close relatives living habitually under the same roof. The City Mayor may consider other persons living habitually under the same roof to be in the same status as a member of the employee's immediate family.
- h. **Personnel Officer.** The Mayor will serve as the Personnel Officer although specific functions may be delegated to designated subordinates.
- i. **Probationary Period.** A working test period of three (3) months during which an employee is required to demonstrate his/her fitness for the position he/she is appointed to by actual performance of the duties of that position. This period may be increased from three (3) months to one (1) year for all new Police Officers. During the probationary period, employees can be released or terminated by the Department Supervisor and/or City Mayor by his/her own action.
- j. **Promotion.** A change in the position of an employee from one rank or status to a position in another rank or status with or without a pay increase.
- k. **Transfer.** The change of an employee from one position to another position in the same rank or status to another rank or status having essentially the same pay, involving the performance of similar duties and requiring substantially the same basic qualifications.

## **POLICY VARIANCES**

Due to the wide scope of employment that this personnel manual attempts to cover, it may be necessary for some Department Supervisors to submit minor variances or clarifications of this manual to the Mayor and City Council for approval.

## **SEVERABILITY CLAUSE**

Should any section or provision of this policy be declared by a court of competent jurisdiction to be invalid, that decision shall not affect the validity of the policy as a whole or any part thereof, other than the part so declared to be invalid.

## **SECTION 135.010: FAIR EMPLOYMENT PRACTICES**

The city of Dixon is an equal opportunity employer and does not discriminate against any employee or applicant because of race, creed, color, religion, sex, age, ancestry or national origin. Federal regulations provide: "The employer will not discriminate against any employee or applicant for employment because of race, color, creed, sex, age or national origin. The employer will take affirmative action to insure that employees are treated during employment without regard to their race, color, creed, sex, age or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation and selections for training". It is the intention of the City of Dixon to comply with and adhere to such regulations. (CC1985 §18-2; Ord. No. 249 §1, 4-19-82)

## **SECTION 135.020: TEMPORARY AND PERMANENT EMPLOYEES**

Following are classifications for City employees and are set according to the LAGERS pension plan criteria:

1. Temporary, whether paid on salary or hourly basis:
  - a. *Full-time*. Any employee scheduled to regularly work a minimum of 40 hours per each calendar week.
  - b. *Part-time*. Any employee who is not full-time, i.e., thirty (30) - thirty-two (32) hours a week, who was a pre-arranged daily schedule and works for a pre-arranged period of time, i.e., 8:00 A.m. - 12:00 Noon, January through June. Note: Twenty-nine hours is considered part time per LAGERS pension plan criteria.
  
2. Permanent, whether paid on a salary or hourly basis:
  - a. *Full-time*. Any employee who is paid on a salaried basis or hourly, who is regularly scheduled to work forty (40) hours per week indefinitely until termination of employment.
  - b. *Part-time*. An employee who is paid on a salaried or hourly basis, who works a pre-arranged weekly schedule that is less than forty (40) hours per week indefinitely until termination of employment. (CC 1985 §18-3; Ord. No. 249 §2, 4-19-82)

### **SECTION 135.030: PROBATION PERIOD**

All City employees are hired by the City on a ninety (90) day probationary period and within that interim may be dismissed if their performance is determined to be unsatisfactory by the Mayor and Board of Alderman. Before the expiration of the ninety (90) day probationary period, employees will not be allowed absences based upon sick leave. After the first ninety (90) days, sick leave will be in the amount of two (2) hours per pay period. This is unlimited. If the employee resigns or is terminated, accumulated sick leave will not be paid out. (Ord. No. 249 §3, 4-19-82; Ord. No. 463 §1, 7-1-02)

### **SECTION 135.040: WORK SCHEDULE AND OVERTIME**

- A. Except as otherwise herein provided, all full-time City employees shall work from 8:00 A.M. through 4:30 P.M. every Monday to Friday. A half hour lunch period may be taken between 12:00 Noon and 1:00 P.M. or in accordance with some other approved office schedule. It is to be understood that in all cases where an employee is unable to attend work during any regular workday, he/she will call City Hall and advise the City Clerk of the anticipated absence and the reason thereof prior to 9:00 A.M. of that workday.
- B. Employees will occasionally be asked to work overtime hours. Hourly employees shall be compensated for such overtime work at time and a half. Salaried employees shall not be entitled to either additional pay but compensated time off for overtime work. (CC 1985 §18-5; Ord. No. 249 §4, 4-19-82)

### **SECTION 135.050: PAY PERIOD**

The pay period will be Saturday through Friday with pay the following Friday. Employees will be paid on a bi-weekly basis. (Ord, No. 249 §5, 4-19-82; Ord. No. 475 §1, 1-5-04).

### **SECTION 135.060: APPEARANCE**

All employees shall report for work in a clean and well-groomed state. The employee's clothing shall be appropriate for the job situation. (CC 1985 §18-7; Ord. No. 249 §6, 4-19-82)

### **SECTION 135.070: EMPLOYEE EVALUATIONS**

All employees will be evaluated on October first (1<sup>st</sup>) and during the first meeting after the election of the new City Council each year. Hourly rate employees shall be evaluated by their immediate supervisor. Salaried employees shall be evaluated by the Mayor. All evaluations shall be in a standard form, as approved by the Board of Aldermen, and shall be in writing. Each employee will be presented a copy of his/her evaluation after its making and shall have an opportunity to discuss the comments thereon with the evaluator. Evaluations are performed for the benefit of both the City and its employees. Evaluations are intended to provide a time for the review of employee's strengths and weaknesses and to provide the City with an objective basis for pay increase and promotion. Any employee who feels aggrieved by the evaluation shall be given an opportunity to review the same with the Board of Aldermen. (CC 1985 §18-8; Ord. No. 249 §7, 4-19-82)

## **SECTION 135.080: PAY INCREASES**

- A. Base salary increases will be considered annually in October of each year. Increases will be based on length of employment, job description and overall performance as reflected in the employee's past evaluations.
- B. It is the intention of the City to provide its employees with annual, cost of living adjustments to their pay. It is understood, however, that all pay adjustments, including those for cost of living changes, are subject to the City's financial condition at the time and other budget limitations. (Ord. No. 249 §8, 4-19-82; Ord. No. 463 §7-1-02)

## **SECTION 135.090: PERSONNEL RECORDS**

Employee personnel records and monthly attendance records will be maintained by the Dixon City Clerk. An employee, upon request, may review his/her personnel file, provided however, that all personnel records are to remain at City Hall and may not be removed therefrom. (CC 1985 §18-10; Ord. No. 249 §9, 4-19-82)

## **SECTION 135.100: ANNUAL LEAVE AND VACATION TIME**

- A. Every permanent, full-time employee shall be entitled to receive and take five (5) business days of vacation time after one (1) full year of employment and ten (10) business days of vacation time after five (5) full years of employment and fifteen (15) business days of vacation time after ten (10) full years of employment. All such leave may be taken by the employee with pay at his/her regular, prorated salary or hourly rate. All vacation time must be taken by the employee within one (1) year after it is earned or the right to use such time shall be forfeited. Vacation time may be used by the employee at any time during the year, provided that prior approval of the specific dates to be taken must be obtained from the employee's supervisor at least two (2) weeks in advance of the day selected. Existing employees will be grandfathered in on vacation up to one-hundred-twenty (120) days.
- B. An employee entitled to vacation leave who has resigned or whose services have been otherwise terminated shall be entitled to receive reimbursement for all such accrued leave computed and paid on the basis of said employee's regular salary or hourly rate. However, an employee entitled to paid sick leave who has resigned or whose services have been otherwise terminated shall not be entitled to receive reimbursement for all such accrued leave.
- C. Vacation leave and sick leave shall not accrue to an employee while on leave of absence without pay.
- D. Temporary and permanent part-time employees shall not accrue vacation leave.
- E. "*Sick leave*" hereunder is defined as a period during which the employee is incapacitated by reason of sickness or injury, or who is unable to work because of scheduled medical, surgical, dental or optical examination or treatment, or where through exposure to contagious disease his/her presence on the job

would jeopardize the health of others. Employees incur two (2) hours of sick leave per pay period. An absence by an employee falling under sick leave in excess of three (3) days must be validated by a note from a licensed medical doctor stating the time for which the employee will need to recover and will be absent from work. An employee with a condition serious enough to warrant absence for more than thirty (30) days must inform the Mayor of the employee's expected length of absence so the City's needs may be met. If such a serious condition had arisen necessitating the invocation of the above requirements, an employee may return to work only with a release allowing unrestricted duty given by a licensed medical doctor. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by sick days. Sick leave shall also include loss of time due to an illness or death in the employee's immediate family which requires the employee's personal care and attention (the term "immediate family" as used shall describe children, husband, wife, parents, brothers, sisters, grandparents and spouse's parents) and other excused absence from work due to circumstances beyond the employee's control. Whether an absence is excused or not excused shall be determined by the Mayor whose determination shall be final. The employee shall notify the City Clerk as much in advance of the taking of sick leave as is practical under the circumstances. Sick leave will be paid only at the current rate of pay. Sick leave will expire after one (1) year after termination. If rehired within one (1) year, sick leave may be restored. Sick leave will be paid out upon retirement.

- F. Personal days taken related to a death in an employee's immediate family, as defined in Subsection (E) shall not exceed three (3) days. If the deceased is a relative outside the employee's immediate family, the employee will be allowed personally to attend the funeral not to exceed one (1) day. Bereavement pay shall not be accrued to an employee during the ninety (90) day probationary period. (Ord. No. 249 §10, 4-19-82; Ord. No. §3, 7-1-02)

#### **SECTION 135.110: JURY DUTY**

Employees required by a court of law to serve on jury duty will be paid the difference between what the court pays and their regular salary each day they serve. Note: Court currently pays six (6) dollars per day for serving on jury duty. (CC 1985 §18-12; Ord. No. 249 §4-19-82)

#### **SECTION 135.120: MATERNITY LEAVE**

In accordance with the Family and Medical Leave Act of 1993 (FMLA), an employee shall be entitled to a total of twelve (12) work weeks of leave during any twelve (12) month period following the birth of a child, the placement of a child for adoption or foster care, or care for a seriously ill child. An employee requesting maternity leave must, where foreseeable, give notice to the City thirty (30) days prior to the beginning of the leave time. When the need for leave is not foreseeable, the employee must give notice to the City as soon as is practical. Any employee requiring leave under this Section shall be restored to the position held at the commencement of the leave with no loss of benefits and no reduction of compensation. Maternity leave may be extended by the Mayor past the twelve (12) week period with the approval of the Board of Aldermen and upon a doctor's written order that the employee is unavailable for work. Except,

to the extent that the employee uses available personal leave or vacation leave, maternity leave shall be granted as leave without pay. (Ord. No. 249 §12, 4-19-82; Ord. No. 463 §4, 7-1-02)

#### **SECTION 135.130: LEAVE WITHOUT PAY**

Any approved absence from work which does not qualify as vacation or personal leave shall be considered leave without pay. (CC 1985 §18-14; Ord. No. 249 §13, 4-19-82)

#### **SECTION 135.140: ABSENCE WITHOUT LEAVE**

- A. Absence without leave includes failure to report to work or to remain at work during scheduled hours, when such absence is not subsequently justified. Any such absence may not be charged by the employee against earned personal or annual leave credits.
- B. Any employee who is absent from duty without first having obtained authorization for such absence shall be subject to discipline as hereinafter provided. (CC 1985 §18-15; Ord. No. 249 §14, 4-19-82)

#### **SECTION 135.150: MISCONDUCT AND DISCIPLINE**

- A. A documented verbal warning or written reprimand, documented disciplinary probation, forfeiture of day off, leave without pay, strike, suspension, demotion or dismissal of an employee are authorized forms of discipline when it is determined that an employee has performed improperly as specified in this Section.
- B. The following are declared to be improper conduct and may be grounds for disciplinary action. This list is intended to serve as a guide to employees and is not inclusive.
  - 1. Conviction of a felony.
  - 2. Acts of incompetence or negligence.
  - 3. Absence without leave.
  - 4. Acts of insubordination.
  - 5. Willful disregard of orders.
  - 6. Intentional failure or refusal to carry out instructions.
  - 7. Acts of misconduct while on duty.
  - 8. Habitual tardiness and/or absenteeism.
  - 9. Misappropriation, destruction, theft, or conversion of City property.
  - 10. Falsification of any information required by the City.
  - 11. Failure to properly report accidents or personal injury.
  - 12. Neglect of carelessness resulting in damage to City property or equipment.
  - 13. Subsequent physical or mental unfitness.

14. Failure to promptly inform supervisor when unable to report to work as scheduled.
15. Repeated conviction while employed by the City on misdemeanors and/or traffic charges.
16. Introduction, possession or use of intoxicating liquors or controlled substances on City property or in City vehicles or proceeding to or from work under the influence of alcohol or controlled substance.
17. Disrespect or abusive conduct toward a citizen or other employees while on duty.
18. Any violation of approved City policy pertaining to performance and/or conduct.
19. Violation of City personnel policies. (CC 1985 §18-16; Ord. No. 249 §15, 4-19-82)
20. Violation of Weapons Policy (§210.280)

## **SECTION 135.160: FORMS OF DISCIPLINE**

There are several forms of employee discipline. This listing does not necessarily imply a required sequence of discipline or consequences.

1. Minor infractions of rules and regulations or poor job performance may result in the Mayor or a supervisor giving an employee a verbal warning. The warning shall include a description of the deficiency and corrective action to be taken. Verbal warnings shall be logged in the employee's personnel file.
2. Failure to correct a deficiency pointed out to any employee through a warning of a serious infraction of rules and regulations or dereliction of duty may result in the Mayor or a supervisor issuing an employee a reprimand. A "*reprimand*" is a written communication from the Mayor or supervisor to the employee pointing out offenses or deficiencies and detailing corrective action needed. The reprimand will be signed by the employee and the Mayor or a supervisor. A copy will be given to the employee and another copy will be placed in the employee's personnel file.
3. An employee who has failed to respond to any of the above disciplinary measures or who had violated any of the provisions of Section 135.150 may be dismissed by the Mayor or a supervisor after review and approval of the action by the Board of Aldermen. The employee shall be entitled to a hearing with the Board of Aldermen upon filing of written request within seven (7) business days of dismissal. Written notice of such disciplinary action citing reasons and scope of action taken shall be provided by the employee. Such notice shall be signed by the Mayor or a supervisor and the employee. A copy shall be placed in the employee's personnel file. Employees terminated due to unsatisfactory job performance shall receive payment for accrued vacation. If the Board of Aldermen votes in favor of employee's dismissal, the employee can ask the Mayor for an appeal. The Mayor may or may not override the Board of Aldermen's decision. The Mayor's decision will be final. (CC 1985 §18-17; Ord. No. 249 §16, 4-19-82)

## **SECTION 135.170: GRIEVANCE PROCEDURE**

Any employee who feels that any action taken or any charge which has been made directly or indirectly affecting position, status, or future and which he/she feels has affected him/her differently than other employees similarly situated shall have a right to submit his/her grievance to the Board of Aldermen. Any such grievance shall be outlined in writing delivered to the City Clerk. The City Clerk, upon receipt of such written grievance, shall place the matter on the agenda for hearing date. The employee shall have the right to present any such grievance to the Board and request affirmative relief. Upon just consideration of the matter, the Board shall take any and all action warranted under the circumstances. The Board of Aldermen's disposition of any such grievance shall be considered final. (CC 1985 §18-18; Ord. No. 249 §17, 4-19-82)

### **SECTION 135.180: HOLIDAYS**

- A. The following days are official State holidays and will be observed by the City of Dixon, Missouri, as paid holidays:
1. January first (1<sup>st</sup>) as New Year's Day;
  2. Third (3<sup>rd</sup>) Monday in January as Martin Luther King Jr. Day;
  3. Third (3<sup>rd</sup>) Monday in February as President's Day;
  4. Between March 22 and April 25 Easter Sunday;
  5. Last Monday in May as Memorial Day;
  6. Fourth (4<sup>th</sup>) day in July as Independence Day;
  7. First (1<sup>st</sup>) Monday in September as Labor Day;
  8. Eleventh (11<sup>th</sup>) day of November as Veterans' Day;
  9. Fourth (4<sup>th</sup>) Thursday in November and the Friday following as Thanksgiving Holiday;
  10. Twenty-fifth (25<sup>th</sup>) day of December as Christmas Day.
- B. If holiday falls on a Saturday, it is observed on Friday. If the holiday falls on a Sunday it is observed on Monday. All employees will be expected to work the day before and the day after each of the above-mentioned holidays with the exception being holidays falling during an employee's scheduled vacation.
- C. Any employee can earn comp time with a maximum forty (40) hours.

### **SECTION 135.190: WORKER'S COMPENSATION**

The City of Dixon provides its employees with Worker's Compensation insurance coverage which protects against all accidents occurring on the job. (CC 1985 §18-20; Ord. No. 249 §19, 4-19-82)

### **SECTION 135.200: TRAVEL EXPENSES**

- A. All travel reimbursement rates will be set forth by the U.S. General Services Administration which is regulated by the Federal Government. The below travel rates are also applicable for the City of Dixon Elected Officials.

- B. City employees shall be reimbursed for the documented and authorized extraordinary use of their private motor vehicles while attending to City business as long as a City vehicle is not available. Mileage will be reimbursed at the current State of Missouri reimbursement rate. Mileage reimbursement will be allowed only for the actual, extraordinary miles traveled.
- C. City employees will be reimbursed for meals purchased in conjunction with extraordinary travel while on City business. The current State Meal Allowance rate shall apply. Reimbursement will not be made without receipt.
- D. Prior approval for any travel contemplated by the employee shall first be approved by the Board of Aldermen.
- E. Employees on approved City business requiring an out-of town, overnight stay shall have his/her lodging expenses reimbursed by the City not to exceed the current Per Diem rate for the traveled area. The employee will pay for the lodging and submit the paid receipt for reimbursement by either reservation or registration. (CC 1985 §18-21; Ord. No. 249 §20, 4-19-82; Ord. No. 463 §6, 7-1-02)
- F. It is the employee's responsibility to manage their reservations. Reservations not canceled by the employee are not eligible for reimbursement by the City.

### **SECTION 135.210: SEXUAL HARASSMENT**

- A. *Applicability.* This section shall apply to all employees of the City of Dixon present on City-owned premises.
- B. *Definition.* As used in this Section, the following term shall have this prescribed meaning:  
*SEXUAL HARASSMENT:* In accordance with the Equal Employment Opportunity Commission's sexual harassment guidelines, the City of Dixon shall consider unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature as constituting sexual harassment when:
  - 1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment,
  - 2. Submission to or a rejection of such conduct by an individual is used as a basis for employment decisions, and/or
  - 3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- C. *Other Harassment.* Any physical or verbal conduct based upon an individual's race, religion, national origin, real or perceived disability, political affiliation or personal association which has the purpose or effect of unreasonably interfering with an individual's work performance, denying employment, training or promotional opportunities or creating an intimidating, hostile or offensive working environment is prohibited.

All forms of harassment will be reported to the Mayor and/or Board of Aldermen for immediate action.  
(Ord. No. 463 §7, 7-1-02)

## **SECTION 135.220: MISSOURI LOCAL GOVERNMENT EMPLOYEES' RETIREMENT SYSTEM**

The Board of Aldermen on behalf of the City of Dixon, Missouri, a "political subdivision" as defined in Sections 70.600 through 70.760, RSMo., hereby elects to have covered by the Missouri Local Government Employees' Retirement System all its eligible present and future general and Police employees and to cover such employees under Benefit Program L-7 (1.5%).

## **SECTION 135.221: E-MAIL AND INTERNET USE POLICY**

This policy applies to City of Dixon employees when using computers or Internet connections supplied by the City of Dixon, whether or not during work hours, and whether or not from City of Dixon premises.

1. **No Privacy.** City supplied computers and internet access are provided to assist City Officials and employees in the conduct of business and no employee shall use those computers or internet access for anything other than to conduct City business. Employees are advised that privacy is not to be assumed in electronic communications. Any employee using e-mail or internet access provided by the City is responsible to maintain and/or enhance the City's public image. All messages created, sent or received using e-mail and all use of City supplied computers and internet access are subject to monitoring by the City and supervisory personnel. Any information retained on City of Dixon facilities may be disclosed to outside parties or to law enforcement authorities.
2. **Internet Use on Cellphones.** All e-mails, text messages and recorded messages a City Official and/or an employee receives or sends which pertains to city business are public knowledge and public record. The City's Internet Use Policy is also applicable to personal cellphones.
3. **Improper Activities.** You may not disseminate or knowingly receive harassing, sexually explicit, threatening or illegal information by use of City of Dixon facilities, including offensive jokes or cartoons. You may not use City of Dixon facilities for commercial advertisements, solicitations or promotions.
4. **Nature of E-Mail.** E-mail resembles speech in its speed and lack of formality. Unlike speech, e-mail leaves a record that is retrievable even after the sender and recipient delete it. If you would not want to read your message on the front of a newspaper, do not send it by e-mail.
5. **Intellectual Property of Others.** You may not download or use material from the Internet or elsewhere in violation of software licenses, or the copyright trademark and patent laws. You may not install or use any software obtained over the Internet without permission from the City of Dixon Network Administration and City Mayor.
6. **Report Violations.** If you observe or learn about a violation of this policy, you must report it immediately to your supervisor.
7. **Acknowledgment.** I understand that if I do not comply with the E-Mail and Internet Use Policy, an employee may be subject to discipline, including but not limited to, the loss of access to City of Dixon facilities and discharge from employment. In addition, a City Official and/or an

employee may be subject to indemnification or legal action against them for damages or an attempt to damage computer hardware or software.

**8. Social Networking/Facebook Policy**

- a. The official City of Dixon Facebook page.** This page will provide updates, information, events, photos and videos for past, current and future residents of Dixon, Missouri.
- b.** The purpose of this Facebook page is to deliver news and event information from the City of Dixon, MO to people who are interested in Dixon programs and activities.
- c.** City employees will immediately remove any comment which violates any local, state or federal laws regarding discrimination, harassment or violence. In addition, if the content contains offensive language, is discriminatory, an unauthorized commercial message, or is out of context, then that content will be removed. Repeated offenses will result in the user being banned or restricted from our community forum. The City does not discriminate based on viewpoint, but may remove comments and restrict access to users who engage in activities which encourages spam, malware, malicious software or “disruptively repetitive content” and remarks totally unrelated to subject matter.
- d.** This page is monitored by city employees as well as the Mayor. We will attempt to give answers to your comment, questions, concerns and complaints within twenty-four (24) hours. Thank you for your patience and understanding. Event listings are a service to our citizens and a courtesy for not-for-profit/civic organizations in our community.
- e.** An event listing is not an endorsement by the City of Dixon. City Hall cannot answer any questions about local events that are not sponsored by the City itself. Please contact the point of contact person that is listed for individual events. If your group or organization has an event that should be included on our calendar, please e-mail a brief summary of your event, the link of the event, event particulars (time, date, location, costs) and point of contact information to [dixclerk@gmail.com](mailto:dixclerk@gmail.com) with the subject line of “Event Sharing”. Events will be added on a first come, first serve basis, as time allows. The City of Dixon is not responsible for any event cancellations and/or errors as part of this service.

I have received a copy of Chapter 135, Personnel Policy on \_\_\_\_\_

Employees signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Clerks signature: \_\_\_\_\_ Date: \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DIXON CREATING THE OFFENSE OF FALSE REPORTS, CREATING PENALTIES FOR THE OFFENSE OF FALSE REPORTS, AND FIXING AN EFFECTIVE DATE

Whereas the City Council of Dixon believes that it is appropriate and necessary for the City to create the offense of false reports, to fix a penalty for the offense of false reports, and fix on an effective date, now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF DIXON AS FOLLOWS:

SECTION 1. A person commits the offense of making a false report of he/she knowingly:

1. gives false information to a Law Enforcement Officer for the purpose of implicating another person in a crime of offense;
2. makes a false report to a Law Enforcement Officer that a crime or offense has occurred or is about to occur; or
3. makes a false report or causes a false report to be made to a Law Enforcement Officer, security officer, Fire Department or other organization, official or volunteer which deals with emergencies involving danger to life or property that a fire or other incident calling for an emergency response has occurred.
4. It is a defense to a prosecution under this ordinance if the actor retracted the false report or statement before the Law Enforcement Officer or any other person took substantial action in reliance thereon.

SECTION 2. The penalty for a violation of this ordinance is a fine up to \$500.00 or confinement for a period of 90 days or both fine and confinement.

SECTION 3. The effective date of this ordinance is from and after passage and approval of this ordinance and for all violations of this ordinance occurring on and after \_\_\_\_\_

PASSED by the City Council on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Michael Null, Mayor

ATTEST,

\_\_\_\_\_  
Glenda Pennington, City Clerk

APPROVED by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Michael Null, Mayor

## VISION REDUCING MATERIAL

- A. Except as otherwise provided in this Section, no person shall operate a motor vehicle upon a public street in the City of Dixon with any manufactured vision-reducing material or any sun-screening device applied to any portion of the motor vehicle's windshield, side wings or windows located immediately to the left and right of the driver.
- B. It shall not be a violation of this section for a person to operate a motor vehicle with front side wing vents or windows located immediately to the left and right of the driver that have a sun-screening device, in conjunction with safety glazing material, that has a light transmission of thirty-five percent (35%) or more plus or minus three percent (3%) and a luminous reflectance of thirty-five percent (35%) or less plus or minus three percent (3%).
- C. It shall not be a violation of this Section for a person to operate a motor vehicle with manufactured vision-reducing material or screening device as long as the person is authorized to do so pursuant to a permit issued by the Missouri Department of Public Safety in accordance with the provisions contained in Section 307.173.1, RSMo.
- D. This Section shall not prohibit labels, stickers, decalcomania or informational signs on motor vehicles or the application of tinted or solar-screening material to recreational vehicles as defined in Section 700.010, RSMo., provided that such material does not interfere with the driver's normal view of the road.
- E. This Section shall not apply to factory -installed tinted glass, the equivalent replacement thereof or tinting material applied to the upper portion of the motor vehicles windshield which is normally tinted by the manufacturer of motor vehicle safety glass.

ORDINANCE #583

**AN ORDINANCE OF THE CITY OF DIXON, MISSOURI, authorizing, fixing, and determining a rate of levy on the hundred-dollar valuation of all taxable property within the City for the year 2020**

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON, COUNY OF PULASKI, STATE OF MISSOURI, AS FOLLOWS:**

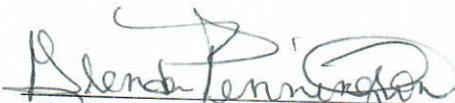
**Section 1.** The pursuant to the laws of the State of Missouri, relevant to cities of the fourth class and pursuant to the authority of the qualified voter at due and proper elections held in said City, that there shall be levied and collected as taxes for the year 2020, upon all real estate, personal and mixed property taxable within the City of Dixon, Missouri, at the rate of \$1.2551 cents on the \$100.00 assessed valuation as per the following purposes:

GENERAL REVENUE ON EACH \$100.00 ASSESSED VALUATION.....	0.4891
FOR PUBLIC LIBRARY .....	0.1500
DEBT SERVICE .....	0.6160
TOTAL .....	1.2551

And that the above tax rate levy on the \$100.00 assessed valuation of taxable property in said City of Dixon, be and is hereby made the true and lawful levy for said City for the year of 2020.

**Section 2.** That the City Clerk is hereby authorized and directed to furnish a copy of this ordinance to the Clerk of the County Court of Pulaski County, Missouri, within the time required by Law for the filing of city rates with said Clerk.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON, MISSOURI THIS 26, DAY OF AUGUST, 2020.

  
Glenda Pennington, City Clerk

  
Mike Null, Mayor



ORDINANCE NO. 584

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY TO ENTER INTO AN AGREEMENT WITH THE MISSOURI OFFICE OF STATE COURTS ADMINISTRATOR AND ASSESSING A COURT AUTOMATION FEE**

**WHEREAS**, the City of Dixon has provided for the selection of a municipal judge to hear and determine its municipal ordinance violations as permitted by Chapter 479 of the Revised Statutes of Missouri, and pursuant thereto, the City's municipal court is a division of the Circuit Court of Pulaski County; and

**WHEREAS**, the Pulaski County Circuit Court has directed the implementation of a court automation system known as Show-Me Courts, which requires the City to enter into an agreement with the Office of State Courts Administrator and to impose a Court Automation Fee of \$7.00 to be assessed on each Charged municipal ordinance violation; and

**WHEREAS**, effective July 1, 2019, the Missouri Supreme Court has amended its rules requiring municipal courts to automate at such time as Show-Me Courts is cable of being implemented in their respective court circuits; and

**WHEREAS**, consistent with the Missouri Supreme Court's rule amendments, the Pulaski County Circuit Court has directed the implementation of Show-Me Courts throughout its municipal divisions; and

**WHEREAS**, the City Council of the City of Dixon desire to authorize and direct that the City enter into an agreement with the Office of State Courts Administrator to impose the required Court Automation Fee;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DIXON AS FOLLOWS:**

**Section One.** The Mayor of the City of Dixon is hereby authorized and directed to execute and enter into an agreement on behalf of the City with the Office of State Courts Administrator, in substantial conformity with the terms and conditions of the attached Exhibit A, incorporated herein by reference, to impose the Court Automation Fee established in Section Two hereof.

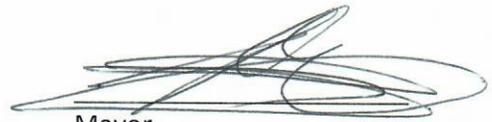
**Section Two.** In addition to any other costs authorized by law, there shall be assessed a state court automation surcharge of \$7.00 in all cases in which court costs are taxed. Said surcharge shall be collected by the municipal court and transmitted monthly to the Missouri Director of Revenue to the credit of the Missouri Statewide Automation Fund as provided in Sections 488.012.3(5) and 488.027.2 of the Revised Statutes of Missouri.

**Section Three.** The codifier of the City's ordinances, if any, shall revise the City Code by adding the language of Section Two to the appropriate costs section of the Code's

municipal court chapter or to another section or chapter as may be appropriate.

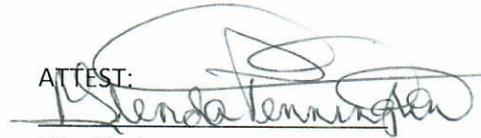
**Section Four.** This Ordinance shall be in full force and effect from and after its passage and approval as required by law, but Section Two of this Ordinance shall not become effective until execution of the agreement authorized by Section One hereof.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DIXON THIS 24<sup>TH</sup> DAY OF SEPTEMBER, 2020.**



Mayor

ATTEST:



City Clerk



**RESOLUTION NO. 585**

**A RESOLUTION TO ADOPT THE PULASKI COUNTY  
MULTI-JURISDICTION NATURAL HAZARDS MITIGATION PLAN**

**WHEREAS**, the City of Dixon recognizes the threat that natural hazards pose to people and property within our community; and

**WHEREAS**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**WHEREAS**, the U.S. Congress passed the Disaster Mitigation Act of 2000 emphasizing the need for pre-disaster mitigation of potential hazards and made available hazard mitigation grants to state and local governments; and

**WHEREAS**, an adopted Multi-Jurisdiction Natural Hazards Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre-and post-disaster mitigation grant programs; and

**WHEREAS**, the City of Dixon fully participated in the FEMA prescribed mitigation planning process to prepare this Mitigation Plan; and

**WHEREAS**, the Missouri State Emergency Management Agency and Federal Emergency Management Agency officials have reviewed the Pulaski County Multi-Jurisdictional Natural Hazards Mitigation Plan and approved it contingent upon this official adoption of the participating governing body; and

**WHEREAS**, the City of Dixon desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Pulaski County Multi-Jurisdiction Natural Hazards Mitigation Plan; and

**WHEREAS**, adoption by the governing body of the City of Dixon demonstrates the jurisdiction's commitment to fulfilling the mitigation goals and objectives outlined in this Mitigation Plan; and

**WHEREAS**, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

**NOW, THEREFORE BE IT RESOLVED**, that the City of Dixon adopts the Pulaski County Multi-Jurisdictional Natural Hazards Mitigation Plan as an official plan and will submit this Adoption Resolution to the Missouri Emergency Management Agency and the Federal Emergency Management Agency officials to enable the plan's final approval.

\_\_\_\_\_  
Certifying Official

*Melinda Pennington*  
\_\_\_\_\_  
Witness

*10/29/2020*  
\_\_\_\_\_  
Date

*10/29/2020*  
\_\_\_\_\_  
Date

**ORDINANCE NO. 586**

AN ORDINANCE OF THE CITY OF DIXON, MISSOURI, TO ESTABLISH A RIGHT TO DISCONTINUE SERVICE OF HOMEOWNER WHO HAS NOT PAID THEIR WATER/TRASH/SEWER ACCOUNTS.

STARTING Monday December 7<sup>th</sup>, 2020, the City of Dixon, will disconnect for all delinquent utility bills in accordance with Section 710.070: Violation-Right to Discontinue Services

**SECTION 710.070: VIOLATION) RIGHT TO DISCONTINUE SERVICE**

Whenever any of the rules and regulations set out in this Chapter or such other rules and regulations as the City may adopt are violated, the City shall have the right to discontinue service by shutting off the water from the building or place of such violation. (CC 1985 §27-8. Ord. No. 150 §8, 5-7-74)

This is necessary to get the City of Dixon Utilities Collections where they need to be. This Ordinance shall be in full force and effect from and its passage and approval as required by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DIXON  
ON THIS 7<sup>TH</sup> DAY OF DECEMBER 2020**

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MAYOR

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ATTEST: CITY CLERK

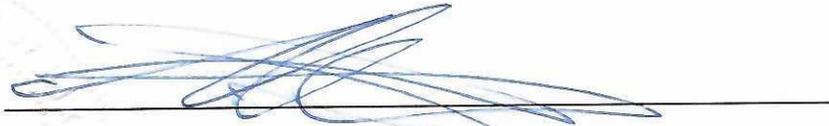
BILL NO. 587  
ORDINANCE NO 587

AN ORDINANCE AUTHORIZING AN CONTRACT AGREEMENT FOR THE REVENOVATION OF DIXON CITY  
HALL AND DIXON POLICE DEPARTMENT

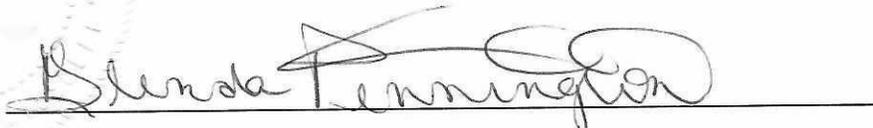
BE IT ORDAINED by the Board of Alderman of the City of Dixon Mo as follows.

- Section 1. A proposed Contract Agreement for the Renovation of the Dixon City Hall with Reese Construction Company is attached hereto and incorporated herein by reference.
- Section 2. The Board of Alderman, having previously accepted the bid of Reese Construction Company reviews and approves the attached Contract Agreement.
- Section 3. The Mayor is authorized to execute the Contract Agreement attached Hereto and to legally bind the City to the Contract Agreement.  
The City Clerk is directed to affix to the Contract Agreement the Official seal of the City and attest to the same.
- Section4 The ordinance shall be in full force and effect from and after the date of Its passage and approval.

Dated this 7<sup>th</sup> day of December 2020.



Mayor, Mike Null



ATTEST: City Clerk Glenda Pennington

ORDINANCE NO. 588

**AN ORDINANCE ANNEXING CERTAIN PARCELS OF LAND INTO THE CITY LIMITS OF THE CITY OF DIXON**

WHEREAS the City of Dixon has received Petitions for annexation from the owners of various parcels of real estate requesting annexation into the City limits of the City of Dixon; and

WHEREAS the parcels of real estate sought to be annexed are contiguous and compact to the current corporate limits of the City of Dixon; and

WHEREAS a public hearing was held regarding the proposed annexation on the 5<sup>th</sup> day of April 2021; and

WHEREAS no objection has been filed regarding the proposed annexation; and

WHEREAS the annexation is reasonable and necessary to the proper development of the City; and

WHEREAS the City is able to furnish normal municipal services the area being annexed.

BE IT ORDAINED BY THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF DIXON:

SECTION 1: The Real estate described and set forth in in Exhibit A which is attached hereto is hereby annexed and incorporated into the city limits of the City of Dixon.

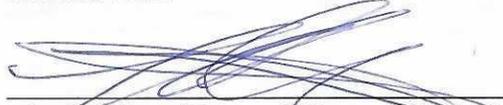
SECTION 2: This ordinance shall be in full force and effect from the date of its passage.

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI, AND APPROVED THIS 5<sup>th</sup> DAY OF April, 2021.



ATTEST:

APPROVED:

  
\_\_\_\_\_  
Mayor, City of Dixon, Missouri

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

## EXHIBIT A

a. 704 Oak Street

All of the South half of Lots 1 and 2 in Block 9 in the LIONS CLUB ADDITION (also known as Lions Addition) to the City of Dixon, Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri. Subject to easements, restrictions and reservations of record.

b. 504 N Oak Street

All of the South half of Lots 10 and 11 in Block <sup>2</sup>~~12~~ of LIONS ADDITION (also known as Lions Club Addition) to the City of Dixon, Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri. Subject to easements, restrictions and reservations of record.

ALSO, All of the North half of Lots 10 and 11 in Block 2 of Lions Club Addition (also known as Lions Addition) to the City of Dixon, Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri. Subject to easements, restrictions and reservations of record.

c. 602 W 8<sup>th</sup> Street

All of Lots 5 and 6 in Block 8 in LIONS CLUB ADDITION (also known as Lions Addition) to the City of Dixon, Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri. Subject to the easements, restrictions and reservations of record.

d. 500 W 8<sup>th</sup> Street

All of Lots 1, 2 and 3 in Block 3 of LIONS CLUB ADDITION (also known as Lions Addition) to City of Dixon, Pulaski County, Missouri, per the plat thereof filed July 8, 1946 in the Recorder's Office of Pulaski County, Missouri. Subject to easements, restrictions and reservations of record.

e. 501 8<sup>th</sup> Street

All of Lots 16, 17 and 18 in Block 2 of Lions Club Addition (also known as Lions Addition) to the City of Dixon, Pulaski County, Missouri, per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri. Subject to easements, restrictions and reservations of record.

**Exhibit A (page 2)**

f. 505 North Oak Street

All of the North Half of Lots 1&2 in Block 9 of Lions Addition (sometimes known as Lions Club Addition to the City of Dixon, Pulaski County, Missouri, per the Plat thereof filed July 8, 1946 in the recorder's office in Pulaski County, Missouri.

g. All of Lots 12, 13, 14, & 15 IN Block 2 of Lions Addition to the City of Dixon, (sometimes known as Lions Club Addition to the City of Dixon, Pulaski County, Missouri, per the Plat thereof filed in the recorder's office in Pulaski County, Missouri.

ORDINANCE NO. 589

ORDINANCE AUTHORIZING A CONTRACT FOR THE SALE OF 213 COUNTRY CLUB ROAD

WHEREAS the City of Dixon owns a partial interest in the real estate located at 213 Country Club Road, Dixon, MO 65459;

WHEREAS the real estate has not provided any benefit to the City of Dixon; and

WHEREAS the City has received an offer to purchase the real estate;

BE IT ORDAINED BY THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF DIXON:

SECTION 1: The Agreement attached hereto as Exhibit A, providing for the Sale of Real Estate described therein is approved;

SECTION 2: The Mayor or person acting as Mayor is authorized and directed to sign said agreement on behalf of the City of Dixon;

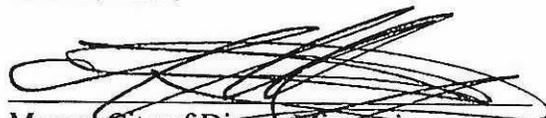
SECTION 3: The Mayor or person acting as Mayor is authorized to execute a deed conveying the City's interest in the real estate upon receipt of payment as stated in the Agreement.

SECTION 4: This ordinance shall be in full force and effect from the date of its passage.

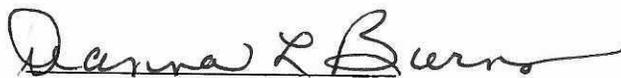
PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI, AND APPROVED THIS 29 DAY OF March, 2021.



APPROVED:

  
Mayor, City of Dixon, Missouri

ATTEST:

  
City Clerk

Bill No. 2021-002

Ordinance No. 590

**AN ORDINANCE OF THE CITY OF DIXON, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN ADDENDUM TO ITS COOPERATIVE AGREEMENT WITH THE COUNTY COLLECTOR**

WHEREAS the Board of Aldermen of the City of Dixon has determined that it is in the interests of the City to enter into an addendum to its cooperative agreement with the County Collector for the collection of nuisance fees;

Be it ordained by the Board of Aldermen of the City of Dixon as follows:

**Section 1:** The proposed addendum attached hereto as Exhibit A is approved.

**Section 2:** The mayor is authorized to execute this addendum and the City clerk is directed to affix the official seal of the City and attest to the same.

**Section 3:** This ordinance shall be in full force and effect from and after its passage and approval.

  
Mayor

  
City Clerk

Read two times and approved this 21<sup>st</sup> day of June 2021

**ADDENDUM TO COOPERATIVE AGREEMENT**

**Exhibit A**

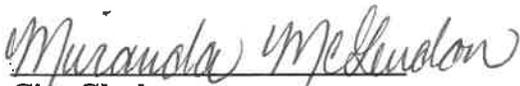
This Addendum to the September 1, 2020 Cooperative Agreement between the City of Dixon, Missouri, a Municipal Corporation, herein referred to as "City", Terri Mitchell, duly elected County Collector of Pulaski County, Missouri, herein referred to as "Collector", and the Pulaski County Commission of Pulaski County, Missouri, herein referred to as "Commission", is entered into pursuant to the provisions of Sections 70.220 to 70.320 RSMo., inclusive and Sections 140.670 to 140.750 RSMo., to enter into an Agreement with the Commission and Terri Mitchell, the duly elected Collector for the purpose of granting the Collector the power and responsibility, pursuant to the provisions of Section 140.670 RSMo., to collect for the City, all real, personal taxes, special assessments and special tax bills now in force or adopted in the future, including but not limited to:

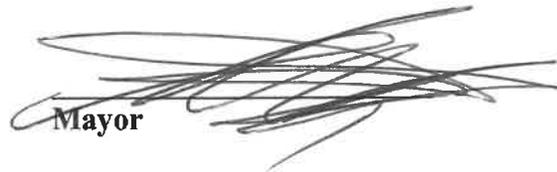
A. SEE ATTACHED Chapter 215 Nuisances.

It is also determined that each tract of land located in the City subject to unpaid special assessments and pursuant to this agreement, shall be charged with an 8% penalty of each year's delinquency, which sum shall be also collected by the Collector.

**IT IS SO AGREED**

**ATTEST:**

  
City Clerk

  
Mayor

**Pulaski County Commission:**

\_\_\_\_\_  
**Presiding Commissioner**

**ATTEST:**

\_\_\_\_\_  
**Pulaski County Clerk**

\_\_\_\_\_  
**Western District Commissioner**

\_\_\_\_\_  
**Terri Mitchell, Pulaski County Collector**

\_\_\_\_\_  
**Eastern District Commissioner**

AN ORDINANCE OF THE CITY OF DIXON, MISSOURI TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN OFFICIALS..

BE IT RESOLVED BY THE BOARD OF THE CITY OF DIXON, MISSOURI, AS FOLLOWS:

Section 1. Declaration of Policy, The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the city.

Section 2. Conflicts of Interest,

- a. All elected and appointed officials as well as employees of a political subdivision must comply with section 105.454 of Missouri Revised Statutes on conflicts of interest as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a "substantial or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 3. Disclosure Reports. Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo, if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision. .
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The chief administrative officer, chief purchasing officer, and candidates for either of these positions also shall disclose by May 1, or the appropriate deadline as referenced in Section 105.487, RSMo, and the following information for the previous calendar year:
  1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by the statement;
  2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co participant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation

*Missouri Revised Statutes*  
**Chapter 105**  
**Public Officers and Employees--Miscellaneous Provisions Section 105.454**  
**August 28 2011**

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**Additional prohibited acts by certain elected and appointed public officials and employees, exceptions.**

105.454. No elected or appointed official or employee of the state or any political subdivision thereof serving in an executive or administrative capacity, shall:

- (1) Perform any service for any agency of the state, or for any political subdivision thereof in which he or she is an officer or employee or over which he or she has supervisory power for receipt or payment of any compensation, other than of the compensation provided for the performance of his or her official duties, in excess of five hundred dollars per transaction or five thousand dollars per annum, except on transactions made pursuant to an award on a contract let or sale made after public notice and competitive bidding, provided that the bid or offer is the lowest received;
- (2) Sell, rent or lease any property to any agency of the state, or to any political subdivision thereof in which he or she is an officer or employee or over which he or she has supervisory power and received consideration therefor in excess of five hundred dollars per transaction or five thousand dollars per year, unless the transaction is made pursuant to an award on a contract let or sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received;
- (3) Participate in any matter, directly or indirectly, in which he or she attempts to influence any decision of any agency of the state, or political subdivision thereof in which he or she is an officer or employee or over which he or she has supervisory power, when he or she knows the result of such decision may be the acceptance of the performance of a service or the sale, rental, or lease of any property to that agency for consideration in excess of five hundred dollars' value per transaction or five thousand dollars' value per annum to him or her, to his or her spouse, to a dependent child in his or her custody or to any business with which he or she is associated unless the transaction is made pursuant to an award on a contract let or sale made after public notice and in the case of property other than real property, competitive bidding, provided that the bid or offer accepted is the lowest received;
- (4) Perform any services during the time of his or her office or employment for any consideration from any person, firm or corporation, other than the compensation provided for the performance of his or her official duties, by which service he or she attempts to influence a decision of any agency of the state, or of any political subdivision in which he or she is an officer or employee or over which he or she has supervisory power;

(5) Perform any service for consideration, during one year after termination of his or her office or employment, by which performance he or she attempts to influence a decision of any agency of the state, or a decision of any political subdivision in which he or she was an officer or employee or over which he or she had supervisory power, except that this provision shall not be construed to prohibit any person from performing such service and receiving compensation therefor, in any adversary proceeding or in the preparation or filing of any public document or to prohibit an employee of the executive department from being employed by any other department, division or agency of the executive branch of state government. For purposes of this subdivision, within ninety days after assuming office, the governor shall by executive order designate those members of his or her staff who have supervisory authority over each department, division or agency of state government for purposes of application of this subdivision. The executive order shall be amended within ninety days of any change in the supervisory assignments-of the governor's staff. The governor shall designate not less than three staff members pursuant to this subdivision;

(6) Perform any service for any consideration for any person, firm or corporation after termination of his or her office or employment in relation to any case, decision, proceeding or application with respect to which he or she was directly concerned or in which he or she personally participated during the period of his or her service or employment.

system in which the person owns two percent or more of any class of outstanding stock, limited partnership units or other equity interests;

3. The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 4. Filing of Reports.

a. The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year;

1. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the board may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.

2. Each person appointed to office shall file the statement within thirty days of such appointment or employment covering the calendar year ending the previous December 31;

3. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.

b. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5. Filing of Ordinance. A certified copy of this ordinance adopted prior to September 15 shall be sent within ten days of its adoption to the Missouri Ethics Commission.

Section 6. Effective Date. This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

Read twice and approved this 12<sup>th</sup> day of July, 2021



Mike Null, Mayor



City Clerk

Bill Number  
2021-004

ORDINANCE # 592

**AN ORDINANCE FOR THE CITY OF DIXON, MISSOURI, authorizing, fixing, and determining a rate of levy on the hundred-dollar valuation of all taxable property within the City for the year 2021**

**BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, COUNTY OF PULASKI, STATE OF MISSOURI, AS FOLLOWS:**

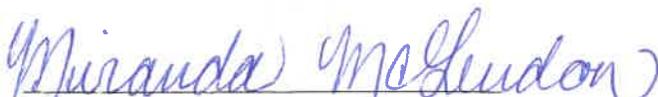
**Section 1.** The pursuant to the laws of the State of Missouri, relevant to cities of the fourth class and pursuant to the authority of the qualified voter at due and proper elections held in said City, that there shall be levied and collected as taxes for the year 2021, upon all real estate, personal and mixed property taxable within the City of Dixon, Missouri, at the rate of 1.3291 cents on the \$100.00 assessed valuation as per the following purposes:

GENERAL REVENUE ON EACH \$100 ASSESSED VALUATION.....	0.4867
FOR PUBLIC LIBRARY.....	0.1493
DEBT SERVICE.....	0.6921
TOTAL.....	1.3291

And that the above tax rate levy on the \$100.00 assessed valuation of taxable property in said City of Dixon, be and is hereby made the true and lawful levy for said City for the year 2021.

**Section 2.** That the City Clerk is hereby authorized and directed to furnish a copy of this ordinance to the Clerk of the County Court of Pulaski County, Missouri, within the time required by Law for the filing of city rates with said Clerk.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI ON THIS 17<sup>th</sup>, DAY OF August, 2021

  
Miranda McLendon, City Clerk

  
Mike Null, Mayor

AN ORDINANCE FOR THE CITY OF DIXON, MISSOURI, authorizing, fixing, and determining a rate of levy on the hundred-dollar valuation of all taxable property within the City for the year 2021.

BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, COUNTY OF PULASKI, STATE OF MISSOURI, AS FOLLOWS:

Section 1. The pursuant to the laws of the State of Missouri, relevant to cities of the fourth class and pursuant to the authority of the qualified voter at due and proper elections held in said City, that there shall be levied and collected as taxes for the year 2021, upon all real estate, personal and mixed property taxable within the City of Dixon, Missouri, at the rate of 1.3281 cents on the \$100.00 assessed valuation as per the following purposes:

GENERAL REVENUE ON EACH \$100 ASSESSED VALUATION.....	0.4867
FOR PUBLIC LIBRARY.....	0.1493
DEBT SERVICE.....	0.6921
TOTAL.....	1.3281

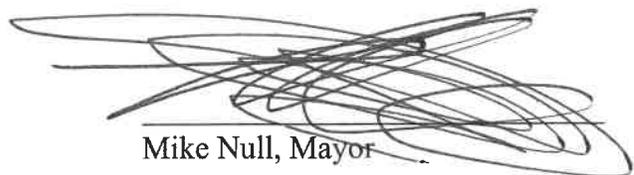
And that the above tax rate levy on the \$100.00 assessed valuation of taxable property in said City of Dixon, be and is hereby made the true and lawful levy for said City for the year 2021.

Section 2. That the City Clerk is hereby authorized and directed to furnish a copy of this ordinance to the Clerk of the County Court of Pulaski County, Missouri, within the time required by Law for the filing of city rates with said Clerk.

Section 3: This ordinance replaces ordinance 592 passed on August 17, 2021.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI ON THIS 26<sup>th</sup> DAY OF August, 2021

Miranda McLendon  
Miranda McLendon, City Clerk

  
Mike Null, Mayor

ORDINANCE NO. \_\_594

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF DIXON TO ENTER INTO A CONTRACT WITH ARCHER GROUP P.C.**

WHEREAS the City Council has previously voted to utilize the services of Archer Group, P.C.; and

WHEREAS it is necessary for the City to enter into a contract for those services.

BE IT ORDAINED BY THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF DIXON:

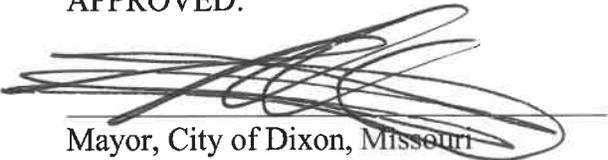
SECTION 1: The Agreement for Professional Services attached hereto is hereby approved.

SECTION 2: The Mayor of Dixon is authorized and directed to execute said contract on behalf of the City of Dixon.

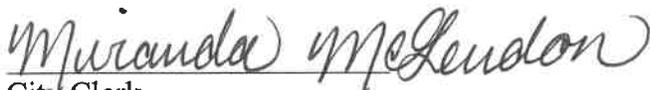
SECTION 3: This ordinance shall be in full force and effect on the date of its passage.

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI, AND APPROVED THIS 7 DAY OF Septe, 2021.

APPROVED:

  
\_\_\_\_\_  
Mayor, City of Dixon, Missouri

ATTEST:

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

**AGREEMENT FOR PROFESSIONAL SERVICES  
ONGOING CONSULTING ENGINEERING**

THIS AGREEMENT is made as of this 7<sup>th</sup> day of September, 2021, between City of Dixon, Missouri, hereinafter referred to as "OWNER", and CM Archer Group, P.C., hereinafter referred to as "ENGINEER," for engineering services as described in this Agreement.

WHEREAS, OWNER desires to retain ENGINEER, a professional engineering firm, to serve as City Engineer and provide professional engineering, consulting and related services ("Services") on one or more projects in which the OWNER is involved; and

WHEREAS, ENGINEER desires to provide such services on such projects as may be agreed, from time to time, by the parties;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**SECTION I. PROJECT TASK ORDER**

- 1.1 This Agreement shall apply to as many projects as OWNER and ENGINEER agree will be performed under the terms and conditions of this Agreement. Each project ENGINEER performs for OWNER hereunder shall be designated by a "Task Order." A sample Task Order is attached to this Agreement and marked as Exhibit "A". No Task Order shall be binding or enforceable unless and until it has been properly executed by both OWNER and ENGINEER. Each properly executed Task Order shall become a separate supplemental agreement to this Agreement.
- 1.2 In resolving potential conflicts between this Agreement and the Task Order pertaining to a specific project, the terms of the Task Order shall control.
- 1.3 ENGINEER will provide the Scope of Services as set forth in Part 2 of each Task Order.

**SECTION II. RESPONSIBILITIES OF OWNER**

In addition to the responsibilities described in the attached Exhibit B, "CM Archer Group, P.C. Terms and Conditions for Professional Services," paragraph 6, OWNER shall have the responsibilities described in Part 3 of each Task Order.

**SECTION III. COMPENSATION**

Compensation for ENGINEER's Services shall be in accordance with Part 5 of each Task Order, and in accordance with paragraph 11 of the attached "CM Archer Group, P.C. Terms and Conditions for Professional Services."

**SECTION IV. PERIODS OF SERVICE**

This agreement will be in force for a period of five years from the date executed and renewable for five successive one-year periods. If no action is taken at the end of each one year period, the agreement is automatically extended for another one year period.

**SECTION V. TERMS AND CONDITIONS OF ENGINEERING SERVICES**

The "CM Archer Group, P.C. Terms and Conditions for Professional Services," which are attached hereto, are incorporated into this Agreement by this reference.

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

City of Dixon, Missouri  
"OWNER"

SIGNED: 

BY: Michael Null

TITLE: Mayor

ADDRESS: 303 S. Elm St  
Dixon, MO 65459

CM ARCHER GROUP, P.C.  
"ENGINEER"

SIGNED: 

BY: Jeff Medows

TITLE: President

ADDRESS: 310 East 6<sup>th</sup> Street  
Rolla, MO 65401

**EXHIBIT A**  
**TASK ORDER**

This Task Order pertains to an Agreement by and between City of Dixon, Missouri ("OWNER"), and CM Archer Group, P.C. ("ENGINEER"), dated 7th September 2021, ("the Agreement"). Engineer shall perform services on the project described below as provided herein and in the Agreement. This Task Order shall not be binding until it has been properly signed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described below.

TASK ORDER NUMBER:  
PROJECT NAME:

PART 1.0 PROJECT DESCRIPTION:

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

PART 3.0 OWNER'S RESPONSIBILITIES:

PART 4.0 PERIODS OF SERVICE:

PART 5.0 PAYMENTS TO ENGINEER:

PART 6.0 OTHER:

This Task Order is executed this 7th day of September, 2021.

City of Dixon, Missouri  
"OWNER"

SIGNED \_\_\_\_\_

BY Michael Null

TITLE Mayor

CM ARCHER GROUP, P.C.  
"ENGINEER"

SIGNED \_\_\_\_\_

BY Jeff Medows

TITLE President

**Exhibit B**  
**CM Archer Group, P.C.**  
**Terms and Conditions for Professional Services**

**1. STANDARD OF PERFORMANCE**

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

**2. INSURANCE**

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. Upon request, OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for the claims covered by ENGINEER's insurance.

**3. OPINIONS OF PROBABLE COST (COST ESTIMATES)**

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

**4. CONSTRUCTION PROCEDURES**

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

**5. CONTROLLING LAW**

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

**6. SERVICES AND INFORMATION**

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

**7. SUCCESSORS AND ASSIGNS**

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other.

**8. RE-USE OF DOCUMENTS**

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any

other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

**9. TERMINATION OF AGREEMENT**

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice, if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

**10. SEVERABILITY**

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

**11. INVOICES**

ENGINEER will submit monthly invoices for services rendered and OWNER will make prompt payments in response to ENGINEER's invoices.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of the invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

**12. CHANGES**

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

**13. CONTROLLING AGREEMENT**

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

**14. EQUAL EMPLOYMENT AND NONDISCRIMINATION**

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

**15. HAZARDOUS MATERIALS**

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER

acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

**16. EXECUTION**

This Agreement, including the exhibits and schedules made part hereof, constitutes the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**17. LIMITATION OF LIABILITY**

ENGINEER's and its employees' total liability to OWNER for any loss or damage, including but not limited to special and consequential damages arising out of or in connection with the performance of services or any other cause, including ENGINEER's and its employees' professional negligent acts, errors, or omissions, shall not exceed the greater of \$50,000 or the total compensation received by ENGINEER hereunder, except as otherwise provided under this Agreement, and OWNER hereby releases and holds harmless ENGINEER and its employees from any liability above such amount.

**18. LITIGATION SUPPORT**

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

**19. UTILITY LOCATION**

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

**City of Dixon, Missouri**  
**Wastewater Collection System Facility Plan**

**TASK ORDER NO. 1**

This Task Order pertains to an Agreement by and between City of Dixon, Missouri, (“OWNER”), and CM Archer Group, P.C., dba Archer-Elgin (“ENGINEER”), dated September 7, 2021, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. Upon execution, this Agreement as it pertains to the project described below.

PROJECT NAME: Wastewater Collection System Facility Plan

PART 1.0 PROJECT DESCRIPTION:

Facility Plan to evaluate the sewer collection system. Collection system evaluation will include system mapping, flow metering, smoke testing and hydraulic modeling of the system. Special consideration will be given to reduction of inflow and infiltration and the overall system’s capacity to handle peak flows without discharging from the no longer permitted Outfall No. 002. The Facility Plan will evaluate improvement alternatives and develop a prioritized list of improvements.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

This agreement and the fees stipulated herein are based upon a project scope, which is summarized in the following scope of services:

Task 1 – Collection System Field Work

- a. Develop Collection System Map by surveying and inventorying system manholes. Estimate 200 manholes.
- b. Flow meter strategic locations in the collection system. Scope includes 4 flow meters for a total of 6 months (3 months in Spring and 3 months in Fall).
- c. Perform draw down tests of system pump stations to determine existing pumping capacity.
- d. Smoke testing of critical areas of the system. Estimate 30,000 lineal feet.

Task 2 – Hydraulic Modeling and Flow Meter Analysis

- a. Analyze flow meter data and develop design storm flows of each sub sewer shed.
- b. Develop hydraulic model of the trunk main leading to the WWTF to determine maximum capacity.
- c. Analyze CCTV data previously performed in 2011.

Task 3 – Collection System Portion of Facility Plan and Combine

- a. Develop prioritized list of collection system improvements.
- b. Provide consideration of user rate impacts and funding alternatives for the initial phase of improvements.

Furthermore, the scope of work of above is subject to the following provisions/clarifications:

1. The facility plan developed will be completed in accordance with 10 CSR 20-8.110.
2. The work completed under the contract will be necessary and directly related to reducing inflow and infiltration into the sewer collection system
3. The total price for service performed under this Agreement shall not exceed the total fee of \$120,015.00 except by amendment.
4. This Facility Plan will not constitute a total solution for removing inflow and infiltration from the City's collection system. The resulting Facility Plan will recommend a scope of work for what will constitute Phase 1 of a multi-phase sewer rehabilitation program. Once Phase 1 is complete, the plan shall be reviewed and subsequent phases identified.

Any modification in the scope of this project shall require an amendment to this agreement including a renegotiation of the fees enumerated herein.

**PART 3.0 OWNER'S RESPONSIBILITIES:**

OWNER shall proactively coordinate with ENGINEER to furnish information related to City's existing Wastewater Treatment Facility and Lagoons. OWNER will provide ENGINEER access to existing facilities upon request for investigation purposes. Coordination meeting with OWNER and ENGINEER will occur periodically at mutually agreeable intervals.

**PART 4.0 PERIODS OF SERVICE:**

Within 365 calendar days from the execution.

**PART 5.0 PAYMENTS TO ENGINEER:**

Lump sum fee of \$120,015.00 to be invoiced monthly on a percent complete basis. The owner shall make payment to the engineer in accordance with §34.057, RSMo.

PART 6.0 OTHER:

It is mutually understood by OWNER and ENGINEER that other related engineering projects are likely to be ongoing during the duration of this PROJECT. Information gathered during investigations as part of this PROJECT will be used for the benefit of the OWNER and ENGINEER on other related engineering projects.

IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION as of this date indicated below.

This Agreement is executed this 7<sup>th</sup> day of September, 2021

City of Dixon, Missouri

"OWNER"

BY:



NAME: Michael Null

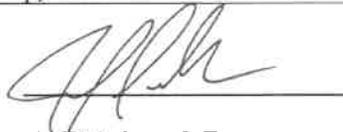
TITLE: Mayor

ADDRESS: 303 S. Elm St.  
Dixon, MO 65459

CM Archer Group, P.C.

"ENGINEER"

BY:



NAME: Jeff Medows, P.E.

TITLE: President

ADDRESS: 310 E. 6<sup>th</sup> Street  
Rolla, MO 65401

ORDINANCE RATIFYING AND AUTHORIZING A CONTRACT FOR GARBAGE AND TRASH COLLECTION BY AND BETWEEN THE CITY OF DIXON AND WASTE CORPORATION OF MISSOURI, LLC

WHEREAS the Board of Alderman has voted to enter into a contract for the collection, transportation, and disposal of residential garbage:

BE IT ORDAINED BY THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF DIXON:

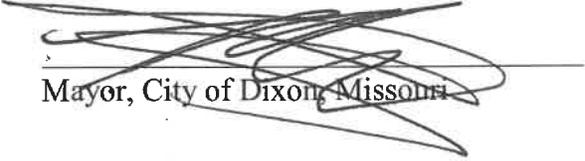
SECTION 1: The Agreement attached hereto as Exhibit A, providing for the collection, transportation, and disposal of all residential garbage and trash from residences within the City of Dixon is hereby approved, and made a part hereof.

SECTION 2: The City of Dixon shall charge an administrative fee to each residential customer equal to 15% of the rate charged for waste collection services per month for collecting the fees due under the contract.

SECTION 3: This ordinance shall be in full force and effect from the date of its passage.

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI, AND APPROVED THIS 23<sup>rd</sup> DAY OF September, 2021.

APPROVED:

  
\_\_\_\_\_  
Mayor, City of Dixon, Missouri

ATTEST:

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

RESIDENTIAL SOLID WASTE COLLECTION CONTRACT  
*(Exclusive Contractor Services)*

This Residential Solid Waste Collection Contract is made and entered into this 20<sup>th</sup> day of August, 2021 (hereinafter referred to as the "Contract"), by and between the City of Dixon, Missouri (hereinafter referred to as the "City"), and Waste Corporation of Missouri LLC, which is qualified to do and does business in the State of Missouri as WCA of Missouri, LLC (hereinafter referred to as "Contractor").

In entering this Contract, the City hereby designates and approves Contractor as its sole and exclusive contractor for the provision of solid waste collection services to the residential units located within the jurisdictional limits of the City or any residential unit outside the City Limits currently billed for City services.

In consideration of the mutual covenants and agreements herein contained, to be performed by the parties hereto and of the payments hereinafter agreed to be made, the City and Contractor enter into this Agreement and mutually agree as follows:

1. Contractor is hereby designated as the exclusive contractor and is hereby granted the license and privilege within the territorial jurisdiction of the City, to provide solid waste collection and disposal services for all residential units within the City or outside the City but utilizing City services. Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to collect solid waste materials from all residential units.
2. The Contract Documents shall include the following documents, and this Contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Contract:
  - A. Exhibit A – Contractor’s Pricing - Services
  - B. This Contract; and
  - C. Any addenda or changes to the foregoing documents agreed to by the City and Contractor.
3. The initial term of this Contract shall commence and be effective on October 1, 2021 (the “Effective Date”) and will expire on September, 2024, unless extended as provided in Section 4 of this Contract.
4. This Agreement shall automatically renew for additional like terms unless prior written notice is given by either party to the other of its election not to renew this Agreement, which notice must be given in writing not more than 120 days and not less than 90 days prior to the expiration of the term then in effect. The terms and conditions as applicable to the initial term shall apply to the extended terms, except for the pricing which shall be as provided in the pricing Exhibit to this Contract, and such other changes as may be mutually agreed upon by the City and Contractor.
5. The City shall provide billing and collection to all residential customers that utilize Contractor’s solid waste collection services. The City shall pay Contractor based on the residential units in the City, or outside the City to whom City services are supplied, for which Contractor performs trash collection services, within thirty (30) days of the date of Contractor’s monthly invoice for such residential collection services.
6. Contractor shall maintain not less than \$1,000,000.00, per occurrence and in the aggregate, of commercial insurance covering bodily injury and property damage. Such insurance shall be carried in a firm or corporation who has been duly licensed or permitted to carry on such

business in the State of Missouri. Contractor shall provide a certificate of insurance to the City, evidencing that the policies for the required commercial insurance coverage is in full force and effect and the City has been named on such policy or policies as an additional named insured. Contractor shall also furnish the City with evidence that Contractor has in force and is maintaining workers compensation insurance as prescribed by the law of the State of Missouri.

- 7. Solid waste to be picked up at residential units shall consist of ordinary household waste only. Residential customers shall use containers furnished by Contractor and Contractor shall not be obligated to pick-up any waste, trash or refuse not located within such containers.
- 8. The container shall be placed by residents on public right-of-way suitable for the amount and weight load of solid waste being placed for collection and Contractor's service vehicle.
- 9. Contractor may decline to collect any container that is over-filled or contain sharps objects or liquids or any solid waste not properly contained.
- 10. Contractor shall not be held responsible for any items inadvertently removed and disposed of that is placed next to or near regular trash.
- 11. This Contract shall be governed by and construed in accordance with the laws of the State of Missouri.
- 12. The Contract may not be assigned by either party without express written consent of the other party, which consent shall not be unreasonably withheld.

IN WITNESS HEREOF, this Contract has been duly executed by authorized representatives of the City and Contractor effective as of the date first above written.

WITNESSES:

Miranda McBludon

City of Dixon

By: [Signature]  
Name: Michael Hill  
Title: Mayor

DATE:

8/20/2021

Contractor:  
Waste Corporation of Missouri LLC

By: Randy Thompson  
Randy Thompson, District Manager  
Missouri South

LAJUNIA - WASTE REMOVAL & REPAIRS

PROPOSAL: OPTION 2

- - 
  - WCA would be the sole waste Contractor providing residential waste removal within the City Limits of Dixon. Residential services will be mandatory for all residential homes.
    - City will provide listing of all City Residents for service by address.
  - Term of the contract will be three (3) years with contract language to be approved by both parties. All residents will be provided a 96-gallon waste cart for service at the curbside at no additional charge.
    - All maintenance & repairs are responsibility of WCA.
    - Residents may request additional 96-gallon carts at an additional charge.
  - WCA will perform two annual citywide residential cleanups at no charge with dates to be mutually agreed upon. Residential cleanup to consist of furnishing two 30 cubic yard roll-off containers for each event with hauling and disposal for two loads total at no charge. Materials discarded will be limited to those types of materials acceptable for disposal in Landfills.
    - Residents may request additional bulk service at any time by contacting WCA direct and any subsequent fees will be negotiated with, and billed directly to, the individual resident.
  - WCA shall provide complimentary service to City facilities at no charge, i.e. City Hall, Parks, Fire Department, etc...
    - Civic events sponsored by the City shall be supplied waste removal services for the event at no additional charge as currently practiced.
  - City shall bill all residents for services provided and shall be responsible to add-on any administrative fees deemed necessary. City shall compensate WCA monthly per the bid cost for services.
    - City and WCA shall audit residential count semi-annually.
- WCA shall bill all commercial accounts directly for services provided.  
 City pricing for residential service shall be guaranteed for 12 months with a 4% annual price adjustment for successive years.  
 Cost for residential cart service 1 x W shall be \$14.85 per month. Additional carts shall be supplied upon request at a cost of \$7.50 per month.

**Certificate Of Completion**

Envelope Id: E67F745AE8844CFABDCD826E0DEBFCFA  
 Subject: Please DocuSign: WCA Contract 10\_01\_21 thru 09\_30\_2024.pdf  
 Source Envelope:  
 Document Pages: 3  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Max Murray  
 3301 Benson Dr  
 Suite 601  
 Raleigh, NC 27609  
 mmurray@wcamerica.com  
 IP Address: 69.58.98.142

**Record Tracking**

Status: Original  
 Aug 20, 2021 | 14:53

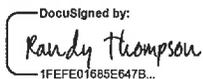
Holder: Max Murray  
 mmurray@wcamerica.com

Location: DocuSign

**Signer Events**

Randy Thompson  
 randy.thompson@gflenv.com  
 Security Level: Email, Account Authentication  
 (None)

**Signature**

DocuSigned by:  
  
 1FEFE01685E647B...

**Timestamp**

Sent: Aug 20, 2021 | 14:56  
 Viewed: Aug 23, 2021 | 12:23  
 Signed: Aug 23, 2021 | 12:24

Signature Adoption: Pre-selected Style  
 Using IP Address: 69.58.98.142

**Electronic Record and Signature Disclosure:**

Accepted: Aug 23, 2021 | 12:23  
 ID: eabc7035-b21d-461a-bccb-e434d24d4785  
 Company Name: WCA

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Lana Alderdice  
 lalderdice@gflenv.com  
 GFL

**COPIED**

Sent: Aug 20, 2021 | 14:56  
 Viewed: Aug 21, 2021 | 08:25

Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent Hashed/Encrypted  
 Certified Delivered Security Checked  
 Signing Complete Security Checked

Aug 20, 2021 | 14:56  
 Aug 23, 2021 | 12:23  
 Aug 23, 2021 | 12:24

**Envelope Summary Events****Status****Timestamps**

Completed

Security Checked

Aug 23, 2021 | 12:24

**Payment Events****Status****Timestamps****Electronic Record and Signature Disclosure**

ORDINANCE NO. 596

**ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF DIXON TO ENTER INTO A CONTRACT WITH MRPC**

WHEREAS the funding is available under a number of grants and government funding programs; and

WHEREAS the Missouri Regional Planning Commission has offered to provide technical assistance to the City to apply for those grants and funds; and

WHEREAS the Board of Alderman believes it would be beneficial to the City to enter into a contract for those services.

BE IT ORDAINED BY THE MAYOR AND THE BOARD OF ALDERMEN OF THE CITY OF DIXON:

SECTION 1: The Technical Assistance Contract attached hereto is hereby approved.

SECTION 2: The Mayor of Dixon is authorized and directed to execute said contract on behalf of the City of Dixon.

SECTION 3: This ordinance shall be in full force and effect on the date of its passage.

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI, AND APPROVED THIS 7 DAY OF Sept., 2021.

APPROVED:

  
\_\_\_\_\_  
Mayor, City of Dixon, Missouri

ATTEST:

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

**TECHNICAL ASSISTANCE CONTRACT**  
**FOR AMERICAN RESCUE PLAN ACT (ARPA) ADMINISTRATION/MANAGEMENT**  
by and between  
**THE MERAMEC REGIONAL PLANNING COMMISSION**  
and the  
City of Dixon, MO

This Agreement is made and entered into on the 7<sup>th</sup> day of September, 2021, by and between Meramec Regional Planning Commission, #4 Industrial Drive, St. James, Missouri 65559, hereinafter referred to as "MRPC" and City of Dixon, MO hereinafter referred to as "Client."

The Client has requested MRPC to provide technical assistance in the administration of a:

- a. Community Development Block Grant (CDBG);
- b. Missouri Department of Natural Resources District Grant (DNR Grant);
- c. U.S. Department of Transportation Grant (U.S. DOT Grant);
- d. U.S Economic Development Administration Grant (EDA Grant);
- e. Missouri Department of Economic Development Grant (ED) Grant;
- f. Missouri Department of Economic Development Action Fund Loan (MDED Loan);
- X   g. Other: AMERICAN RESCUE PLAN ACT (ARPA) Federal Recovery Funds

Administration/Management

Such a grant or loan, as the case may be, may be referred to herein as the "Project."

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

**1. Services to Client.** MRPC shall provide the services of one or more of its employees to the Client for purposes of providing administration of the above described grant/loan from the agency or organization herein above specified, including:

- e. MRPC will provide grant administration services as required by the applicable rules of the agency grant;
- g. Other services described in "Attachment A: Scope of Work" attached hereto.

**2. Client to Supply.** The Client agrees to supply MRPC with all needed information and documentation necessary for MRPC to thoroughly and completely administer the project. The Client agrees to respond in a timely manner to all requests involving this project. Specifically, the Client shall:

- a. Provide all criteria and full information as to client's requirements for the project and furnish copies of all documents related to the project.
- b. Assist MRPC by placing at his disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
- c. Give prompt written notice to the MRPC whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of the MRPC's services.
- d. Bear all costs incidental to compliance with requirements of Section 2.

**3. Independent Contractor.** Both the Client and MRPC agree that MRPC and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither MRPC nor the Client shall have the authority to obligate or bind the other without the express written consent of the other party.

**4. Confidential Information.** MRPC agrees that any information received by MRPC and its employees and representatives during the term of this agreement, and at any time thereafter, concerning the personal, financial, or other affairs of a private individual or business will be treated by MRPC in full confidence and will not be revealed to any other person, firm, or corporation without the express consent of the Client, or where otherwise required by law, regulation, legal process or the state's Open Meetings Law.

**5. Client to Hold Harmless MRPC.** The Client will hold harmless MRPC and the agents, employees, and representatives of MRPC from all liability and claims of liability arising out of or incident to MRPC's performance of its obligations under this agreement, excepting MRPC's negligence or intentional misconduct. The Client further warrants and agrees that all data and information provided to MRPC in conjunction with the grant or loan application, and in conjunction with MRPC's performance of its obligations hereunder, is true and correct, and MRPC, its agents and representatives and the agency herein above described may rely upon its accuracy for purposes of processing the grant or loan application and throughout the completion of said project. Client releases and fully discharges MRPC and its employees and representatives from any and all liability or claims of liability arising out of or incident to the compilation of such information and data and the processing and analysis thereof. The Client further acknowledges that MRPC and its employees and representatives have made no warranty as to the viability of the Client's loan or grant application, and no assurance as to its approval or acceptance by the designated agency has been made. Client acknowledges that the decision to proceed with the application and the technical assistance and services to be provided under this agreement have been the sole and exclusive decision of the Client, and the Client releases MRPC and its employees and representatives from all liability or claims of liability in the event of disapproval of the application or revocation thereof for reasons relating to the Client.

**6. Time of Performance.** MRPC shall promptly proceed with its obligations under this agreement and use reasonable efforts to complete same within a reasonable time. MRPC will provide services to the Client so long as the grant is active, unless either party terminates this contract. Client acknowledges and agrees, however, that MRPC shall not be bound by time limitations specified by the Client or imposed by the Client's agreements with third parties. No performance bond shall be required of MRPC. MRPC's services pursuant to the terms of this agreement shall be concluded upon approval of the grant or loan application, and closing final audit of the grant or loan, as the case may be, or in the event that any such application be denied, upon receipt of the appropriate agency's written denial of such application.

**7. Consideration.** In consideration for the services provided by MRPC hereunder the Client agrees to pay MRPC at the following hourly rates: For June 2021: Clerical \$42.00; Technical Level #1 \$55.00; Technical Level #2 \$49.00; Management \$62.00; Fiscal Officer \$67.00; Assistant Director \$68.00; and Executive Director \$87.00. For the months of July 2021-June 2022: Clerical \$42.00; Technical Level #1 \$56.00; Technical Level #2 \$50.00; Technical Level #3 \$48.00; Management \$64.00; Fiscal Officer \$69.00; Assistant Director \$70.00; and Executive Director \$90.00. Because this is a multi-year project, hourly rates will be adjusted annually after June 2022 and when approved by the MRPC board. Additionally, Client will be billed for actual attorney fees, advertising costs associate with this project and postage for large mailings, should any be done. MRPC shall periodically invoice the Client for fees and expenses as same are incurred in a timely manner. In the event that MRPC is called upon to provide other and additional services to those required for the application and/or administration of the grant or loan, as the case may be, such services will be paid for by the Client at MRPC's then current hourly rates for the services provided. If the project crosses fiscal years, new hourly rates adopted by the MRPC board at the beginning of the new fiscal year will apply to the project.

**8. Termination of Agreement.** This agreement will terminate upon the completion of the project as herein above identified; except that either MRPC or the Client may terminate this contract prior to completion of the project, without cause by giving the other party not less than thirty (30) days written notice thereof. In the event of termination prior to completion of the project, the Client shall pay the cost of services rendered by MRPC, and expenses incurred in the performance of this agreement to the effective date of termination.

**9. Equal Employment Opportunity.** MRPC and Client agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment on account of the project, due to race, color, religion, sex, age, handicap, or national origin. MRPC and Client would take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, religious affiliation, sex, age, handicap, or national origin. Such action shall include, but

not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. MRPC and Client agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.

MRPC and Client will, in all solicitation or advertisements for employees placed by or on behalf of MRPC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, religious affiliation, sex, handicap, or national origin.

MRPC and Client will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**10. Compliance with Applicable Law and Regulation.** In MRPC's performance of this agreement, and in the Client's performance of its obligations and responsibilities under the project, each party shall comply with all applicable laws and regulations, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation, including but not limited to the following:

- a.) **Equal Employment Opportunity.** In addition to Section 9 above, the Client & MRPC during the performance of this contract agree as follows, when applicable:
  - i.) The Client and MRPC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
  - ii.) The Client and MRPC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
  - iii.) In the event of the Client or MRPC's noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Client or MRPC may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

iv.) The Client and MRPC will include the provisions of paragraphs (i) through (iv) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Client and MRPC will take such action with respect to any subcontract or purchase order as directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Client or MRPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Client or MRPC may request the United States Government to enter into such litigation to protect the interests of the United States.

**b.) Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**c.) Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the ground of race, color, national origin, religion, familial status or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

**d.) Section 503 of Rehabilitation Act of 1973,** as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds, who are subject to Section 503, must certify to the following through all contracts issued:

**Affirmative Action for Handicapped Workers:**

- i) MRPC will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. MRPC agrees to take affirmative action to employ, advance in employment and to otherwise treat qualified handicapped individuals without

discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- ii) MRPC agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - iii) In the event of MRPC's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - iv) MRPC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state MRPC's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - v) MRPC will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that MRPC is bound by terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - vi) MRPC will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. MRPC will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- e.) **Section 504 of the Rehabilitation Act of 1973**, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients of Federal funds, who are subject to Section 504, must certify to compliance with all provisions of this Section.
- f.) **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

- g.) Interest of MRPC and Employees.** MRPC covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. MRPC further covenants that, in the performance of this Contract, no person having any such interest shall be employed.
- h.) Section 3 of the Housing and Urban Development Act of 1968,** as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.
- i.) Illegal Immigrants.** Both the Client and MRPC understand and accept responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.555 (illegal immigrants) to ensure that “no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.” Client and MRPC further certify that any contract awarded by them, related to this agreement, will require the contracted business entity to comply with the references mentioned above. Both the Client and MRPC understand that failure to comply with this requirement will subject them to the penalties described in the references mentioned above.

**11. Incorporation of Certain Provisions in Contract Documents.** The parties agree that where applicable, provisions of this agreement relating to Executive Orders 11246 and 12086, and the required notice and disclosure provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, will be incorporated in all contracts necessary to complete the project. Unless specifically exempted by the rules or regulations or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 and 12086, the Parties, where applicable, will cause the notice and disclosure provisions of such Executive Orders to be contained in all contracts binding subcontractors and vendors for the project. MRPC will take such action with respect to any subcontract or vendor contract as may be directed by the Secretary of Labor, as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event MRPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, MRPC may request the United States to enter into such litigation to protect the interests of the United States.

The Client acknowledges that compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations issued under 24 C.F.R. Part 135, and all applicable rules and orders of the Department of Housing and Urban Development shall be a condition of federal financial assistance provided to the project, where applicable, and binding upon the Client and recipient of any such assistance. Client further acknowledges that failure to fulfill the requirements of 24 C.F.R. Part 1 through 5 shall subject the Client and any recipient of assistance, together with contractors, subcontractors, and vendors, to sanctions specified in any applicable grant or loan agreement or other contract through which federal assistance is provided, and to those sanctions which are specifically enumerated in 24 C.F.R. Part 1 through 5. Client acknowledges that neither MRPC nor the Client may contract or subcontract with any party where it has notice or knowledge that the party has been found in violation of the regulations issued under 24 C.F.R. Part 1 through 5, and neither MRPC nor the Client may approve any contract or subcontract unless the party thereto has provided MRPC and the Client, as the case may be, with a preliminary statement of ability to comply with the requirements of the regulations issued under 24 C.F.R. Part 1 through 5.

**12. Conflict of Interest.** No member of the governing body or board of the Client, and no other officer, employee, or agent of the Client, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect, in the project or this agreement.

**13. Authority to Enter into Agreement - Binding Affect.** Both MRPC and the Client have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

**14. Enforcement - Costs of Collection.** In the event Client should default in the payment of any sum due hereunder or in the performance of any obligation on its part to be performed, and in the event MRPC should retain or engage an attorney or attorneys to collect or enforce or protect its interest with respect to this agreement, the Client shall pay all costs and expenses of such collection, enforcement, or protection, including reasonable attorney's fees.

**15. Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

**16. Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by prepaid United States registered or certified mail, with return receipt requested, addressed, as the case may be, to MRPC at #4 Industrial Dr., St. James, Missouri 65559; and to the Client at City of Dixon, MO, Attn: City Clerk.

Address: (PO Box 177) 305 S Elm St  
Dixon, MO 65459; or to such address as any party shall designate to the other from time to time in writing forward in like manner.

**17. Captions.** The captions of various sections and paragraphs of this agreement have been inserted only for the purpose of convenience, and such captions are not a part of this agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict the provisions of this agreement.

**18. Amendments.** No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

**19. Severability of Provisions.** Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

**IN WITNESS WHEREOF**, the parties have executed this agreement the day and year first written above.

**MERAMEC REGIONAL PLANNING COMMISSION**

By: Bonnie J Priggé

Date: Sept. 8, 2021

**CITY OF** DIXON, MO

By: 

Date: 7 September 2021

ATTEST: Miranda McLendon

Date: 9/7/2021

Attachment A: Scope of Work is attached and is made a part of this contract.

**Attachment A: Scope of Services for ARPA Recovery Fund Administration/Management**

MRPC will:

1. Ensure full execution and submission of federal funding certification, if needed.
2. Assist with creating/submitting a receiving account for ARPA recover funds, if needed.
3. Facilitate planning discussions on use of funds, eligibility of projects, prioritization of funds to be used by Client.
4. Facilitate discussion on defining community needs, establishing community priorities and determining funds that may be invested in other entities/projects.
5. Assist Client on establishing processes and documentation to support the use of the funds to meet audit requirements;
6. Advise Client on requirements of 2 CFR Part 200 for the financial management of the grant funds;
7. If Client wishes to offer grants, solicit proposals or partner with other entities, MRPC will:
  - A. Prepare and review an investment proposal form/grant application;
  - B. Market/advertise availability of funds through MRPC's website/Facebook and other means agreed to by Client;
  - C. Collect proposal forms, review for eligibility and present those that are eligible to Client for consideration;
  - D. Prepare investment packet for grant subrecipient and work with subrecipient on necessary documentation;
  - E. Present requests for payment to Client;
8. Track all payments and reconcile and report balances to Client.
9. Assist Client with reporting to state or federal government as required. Provide follow-up documentation to state/federal government, as requested.
10. Provide a complete set of all files to the Client, reflecting all activity initiated and funded with ARPA recovery funds;
11. Assist Client in securing an auditor, if a Single Audit is required, and provide information to selected auditor, if needed.
12. Bill Client on a monthly basis for services rendered.
13. Assist with any other grant requirements that may be issued.
14. Be available to answer questions, as needed.
15. Secure legal advice as needed or requested by Client.

If Client wants contract management and oversight services on larger projects (similar to CDBG infrastructure grant administration), that would be covered in a separate contract, for a separate fee for specific work, and that work would not be billed to this fund administration/management contract.

**AN ORDINANCE OF THE CITY OF DIXON, MISSOURI AUTHORIZING THE MAYOR TO ENTER INTO AN ADDENDUM TO ITS COOPERATIVE AGREEMENT WITH THE COUNTY COLLECTOR**

WHEREAS the Board of Aldermen of the City of Dixon has determined that it is in the interests of the City to enter into an addendum to its cooperative agreement with the County Collector for the collection of nuisance fees;

Be it ordained by the Board of Aldermen of the City of Dixon as follows:

**Section 1:** The proposed addendum attached hereto as Exhibit A is approved.

**Section 2:** The mayor is authorized to execute this addendum and the City clerk is directed to affix the official seal of the City and attest to the same.

**Section 3:** This ordinance shall be in full force and effect from and after its passage and approval.



Mayor

*Miranda McKeendon*  
City Clerk

Read two times and approved this 23<sup>rd</sup> day of September 2021



Exhibit A

ADDENDUM TO COOPERATIVE AGREEMENT

This addendum to the August 19, 2013, Cooperative Agreement between the City of Dixon, Missouri, a Municipal Corporation, herein referred to as "City," and Terri Mitchell, duly elected County Collector of Pulaski County, Missouri, herein referred to as "Commission," is entered into pursuant to the provisions of Sections 70.220 to 70.320 RSMo., inclusive and Sections 140.670 to 140.750 RSMo., to enter into an Agreement with the Commission and the duly elected Collector for the purpose of granting the Collector the power and responsibility, pursuant to the provisions of Section 140.760 RSMo., to collect for the City, all real, personal taxes, and special assessments and special tax bills now in force or adopted in the future including

- A. Any fees and costs associated with the removal of minor nuisances such as lawn maintenance, and minor debris and trash removal.
- B. The parties agree that the Collector's obligation to collect nuisance fees and costs as a special assessment shall be limited to minor violations where removal and maintenance costs up to \$300 per occurrence.

It is also determined that each tract of land located in the City subject to unpaid special assessments and pursuant to this agreement shall be charged with an 8% penalty of each year's delinquency, which sum shall be also collected by the collector.

ATTEST:

  
City Clerk

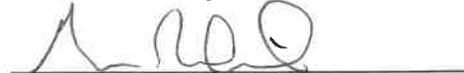
  
Mayor

Attest:

  
County Clerk



Pulaski County Commission

  
Presiding Commissioner

  
Eastern District

  
County Collector

  
Western District

Bill No. 2021-010 Ordinance No. 598

AN ORDINANCE PROVIDING FOR THE HOLDING OF AN ELECTION WITHIN AND FOR THE CITY OF DIXON, MISSOURI ON THE QUESTIONS OF THE ELIMINATION OF THE ELECTED POSITION OF CITY MARSHAL AND INSTEAD PROVIDE FOR THE APPOINTMENT OF A POLICE CHIEF AND SETTING THE TIME AT WHICH THE ORDINANCE SHALL BECOME EFFECTIVE.

Be it ordained by the Board of Aldermen of the City of Dixon as follows:

WHEREAS, Section 79.050 of the Missouri Revised Statutes provides that the Board of Aldermen may provide by ordinance, after approval of a majority of voters voting at an election at which the issue is submitted, for the appointment of a Chief of Police rather than an elected Marshal; and

WHEREAS, the Board deems it advisable and in the best interests of the citizens of the City of Dixon to appoint a Chief of Police rather than an elect a Marshal;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON AS FOLLOWS:

Section 1, That an election shall be and the same is hereby called and ordered to be held in the City of Dixon, Missouri on the 5<sup>th</sup> day of April 2022 for the purpose of submitting to the qualified electors of the City the following proposition:

**Proposition No. 1**

Shall the Board of Aldermen for the City of Dixon, Missouri provide by ordinance for the appointment of a Chief of Police instead of an elected Marshal as provided for by Section 79.050 of the Missouri Revised Statutes?

Section 2: That the Election Authority of the County of Pulaski, Missouri (hereinafter the Election Authority) shall conduct the election. Not later than 5:00 p.m. on the tenth Tuesday prior to the election, the City Clerk of the City is hereby directed to notify the Election Authority of the election. The notice shall be in writing and shall specify that the City is calling the election for the purpose of the election, the date of the election, and is shall include a certified copy of the legal notice to be published and the sample ballot, the form of which is attached hereto.

Section 3: That notice of the election shall be given by the Election Authority by causing legal notice thereof to be published in the manner required by applicable law (Chapter 115.127, Revised Statutes of Missouri, as amended). The legal notice of the election shall include the purpose, date and time of the election, the name of the officer or agency calling the election, a sample ballot and the location of the polling place or places.

Section 4. The Election will be held at the polling places in the City designated by the Election Authority pursuant to Section 115.115 of the Missouri Revised Statutes.

Section 5. The election shall be held and conducted and the results thereof shall be canvassed in all respects in conformity with the Constitution and the laws of the State of Missouri. The judges of the election shall be selected and appointed by the Election Authority in accordance with applicable law. The returns of the election shall be certified to the City by the County Clerk Election Authority. The City Clerk and the Election Authority are hereby authorized to take all action necessary or appropriate such that the election shall be conducted in full compliance with the requirements of applicable law and particularly, Chapter 115 of the Missouri Revised Statutes, as amended.

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

Passed this 1<sup>st</sup> day of November, 2021.

Mayor



ATTEST:

  
City Clerk

Bill No. 2021 - 011

Ordinance No. 599

**AN ORDINANCE IMPOSING A USE TAX FOR GENERAL REVENUE PURPOSES AT THE RATE OF 2% PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 144.600 THROUGH 144.761 RSMO; PROVIDING FOR THE USE TAX TO BE REPEALED, REDUCED OR RAISED AND PROVIDING FOR SUBMISSION OF THE PROPOSAL TO THE QUALIFIED VOTERS OF THE CITY FOR THEIR APPROVAL AT THE MUNICIPAL ELECTION CALLED AND TO BE HELD ON TUESDAY, THE FIFTH DAY OF APRIL, 2022, FIXING AN EFFECTIVE DATE.**

**WHEREAS**, the City has imposed total local sales taxes, as defined in Section 32.085 RSMo, at the rate of 2%; and

**WHEREAS**, the City is authorized, under Section 144.757 RSMo, to impose a local use tax at a rate equal to the rate of the total sales taxes in effect in the City; and

**WHEREAS**, the proposed City use tax cannot become effective until approved by the voters at a municipal, county or state general, primary or special elections;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF DIXON, MISSOURI, AS FOLLOWS:**

Section 1. Pursuant to the authority granted by, and subject to, the provision of Sections 144.600 through 144.761 RSMo, a use tax for general revenue purposes is imposed for the privilege of storing, using or consuming within the City any article of tangible personal property. This tax does not apply, with respect to the storage, use or consumption of any article of tangible personal property purchased, produced or manufactured outside of this state until the transportation of the article has finally come to rest within this City or until the article has become commingled with the general mass of property of this City.

Section 2. The rate of the tax shall be 2.0%. If any city sales tax is repealed or the rate thereof is reduced or raised by voter approval, the city use tax rate also shall be deemed to be repealed, reduced or raised by the same action repealing, reducing or raising the city sales tax.

Section 3. This tax shall be submitted to the qualified voters of Dixon, Missouri; for their approval, as required by the provisions of Section 144.757 RSMo, at the election hereby called and to be held in the City on Tuesday, the 5<sup>th</sup> day of April, 2022. The ballot of submission shall contain substantially the following language:

*Shall the City of Dixon impose a local use tax at the same rate as the total local sales tax rate, currently 2%, provided that if the local sales tax rate is reduced or raised by voter*

approval, the local use tax shall also be reduced or raised by the same action? A use tax return shall not be required to be filed by persons whose purchases from out-of-state vendors do not in total exceed two thousand dollars in any calendar year.

YES

NO

*If you are in favor of the question, please place an "X" in the box opposite "YES". If you are opposed to the question, place an "X" in the box opposite "NO".*

Section 4. Within ten (10) days after the approval of this ordinance by the qualified voters of Dixon, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri by United States registered mail or certified mail, a certified copy of this ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

Section 5. This Ordinance shall be in full force and effect from and after the date its passage and approval.

PASSED BY THE CITY COUNCIL ON THIS 1<sup>st</sup> DAY OF November  
2021, ~~2020~~



MAYOR

ATTEST:

CITY CLERK

BILL NO. 2021-012

ORDINANCE NO. 600

AN ORDINANCE RATIFYING AND AUTHORIZING A CONTRACT TO LEASE  
A PARKING LOT TO J&B TOWING AND RECOVERY LLC

WHEREAS the Board of Alderman believes it to be beneficial for the City to enter into a lease  
agreement with J&B Towing and Recovery LLC; and

WHEREAS it is within the powers of the Board of Alderman to enter into said lease.

**BE IT ORDAINED BY THE MAYOR AND THE BOARD OF ALDERMEN OF THE  
CITY OF DIXON:**

SECTION 1: The Agreement attached hereto providing for the City to lease to J&B Towing  
Recovery, LLC a parking lot within the City limits is hereby approved, and made a part hereof.

SECTION 2: The Mayor of the City of Dixon is directed to sign the Agreement.

SECTION 3: This ordinance shall be in full force and effect from the date of its passage.

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI, AND  
APPROVED THIS 6<sup>th</sup> DAY OF December, 2021.

APPROVED:



Mayor, City of Dixon, Missouri

ATTEST:

  
City Clerk

## COMMERCIAL LEASE

**This lease** is made between the City of Dixon, hereinafter referred to as “City “ and J&B Towing and Recovery LLC hereinafter referred to as J&B.

City agrees to rent to J&B a parking lot located at 408 North Elm Street, Dixon, MO 65459 owned by the City and located in Dixon, Missouri subject to the following TERMS and CONDITIONS:

1. **Term and Rent.** This lease shall last for a period of two years commencing on January 1, 2022 and terminating December 31, 2024. This lease shall automatically renew for a one year period of notice is not given of termination at least 90 days prior to the end of the term. This automatic renewal shall continue each year that proper notice of termination is not given.

2. J&B shall pay the City rent based on a percentage of gross revenues made by J&B determined by the following

Dixon PD Impounds	15%
Regular Impounds	10%
Motor Vehicle Accident Storage	10%
Scrapped Vehicle Removal	10%

If the City’s percentage of gross revenues is less than \$300.00 for any given month, then J&B shall pay the City \$300.00 for that month as rent.

J&B shall provide the City with a monthly accounting of revenues along with payment on the 1<sup>st</sup> Monday of each Month.

3. **Use.** J&B shall use and occupy the premises for a towing and recovery storage facility. The premises shall be used for no other purpose. City represents that the premises may lawfully be used for such purpose.

3. **Nonexclusive Possession:** J&B understands and expressly agrees that the City still utilizes a maintenance shed and a portion of the premises for storage of salt, icemelt, and various other equipment supplies, and materials. City will continue to use the premises for this purpose and to that extent, the City and J&B will share the possession of the premises.

3. **Care and Maintenance of Premises.** J&B agrees to maintain appropriate grade and supply rock and/or gravel as needed to keep the lot drivable and in good repair. Maintenance and repairs of any fencing will be J&B’s reasonability.

4. **Alterations.** J&B shall not, without first obtaining the written consent

of the City, make any alternations, additions, or improvements, in, to or about the premises. It is expressly agreed by this lease that J&B may provide improvements to the fence.

5. **Ordinances and Statutes.** J&B shall comply with all statutes, Ordinances, and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by J&B.

6. **Assignment and Subletting.** J&B shall not assign this lease or sublet any portion of the premises.

7. **Utilities.** J&B does not anticipate the need for any utilities at the premises.

8. **Inspection of books and receipts.** Upon request of the City, J&B shall produce necessary documentation including but not limited, books, receipts, tax returns, and invoices to support the amounts of rent paid.

9. **Indemnification.** The City shall not be liable for any damage or injury to J&B, or any other person or entity, or to any property, occurring on the demised premises or any part thereof, and J&B agrees to hold the City harmless from any claims for damages, no matter how caused. The City shall not be held liable for any actions of J&B in the operation of a towing and recovery business, and J&B agrees to hold harmless and indemnify the City in the event of any claims relating the towing to or storage of a vehicle at said premises.

10. **Insurance.** J&B, at their expense, shall maintain liability insurance and property damage insuring J&B and City for any property damage and other foreseeable claims relating to this agreement. J&B shall provide the City with a Certificate of Insurance showing the City as additional insured. The Certificate shall provide for a ten-day written notice to the City in the event of cancellation or material change of coverage.

11. **City's Remedies on Default.** The City reserves all rights upon J&B's default.

14. **Security Deposit.** J&B shall deposit with the City on the signing of this lease the sum of zero Dollars (\$~~00~~) as security for the performance of J&B's obligations under this lease, including without limitation the surrender of possession of the premises to the City as herein provided. If City applies any part of the deposit to cure any default of J&B, J&B shall on demand deposit with the City the amount so applied so that the City shall have the full deposit on hand at all times during the term of this lease.

15. **Attorney's Fees.** In case suit should be brought for recovery of the

premises, or for any sum due hereunder, the City shall be entitled to its reasonable attorney's fees.

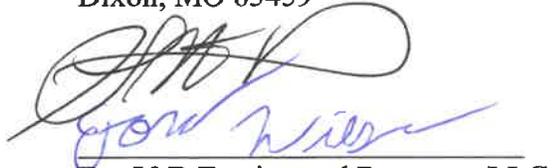
15. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to the addresses identified in the signature lines below

16. **Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest of the parties.

17. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 6th day of December, 2021.

  
Mike Null, Mayor  
PO Box 177  
Dixon, MO 65459

  
For J&B Towing and Recovery LLC

Address: 21922 Cherry Rd  
Dixon MO 65459

Staven Potter  
Jordan Wilson (Printed Name)