

# City Of Dixon Ordinances

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77	3 July 1950	Oiling Of Certain Streets
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<u><b>Ordinance</b></u>	<u><b>Date</b></u>	<u><b>Title</b></u>
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97	4 January 1956	Providing For Licensing Persons Engaged In Selling Motor Vehicle Fuels
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100	2 April 1956	Extension Of The City Limits Of The City Of Dixon, Missouri
101	7 May 1956	Establishing New Limits Of The City Of Dixon, Missouri
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114	8 March 1960	Calling A Special Election For Purpose Of Purchasing Fire Equipment, Including A Fire Truck
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131	2 May 1966	Tax Levy For The Year Of 1966
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134	17 March 1969	Authorizing A Contract For Garbage And Trash Collection
135		Tax Levy For The Year Of 1969
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137	16 January 1970	Authorizing The Issuance Of Fire Station Bonds Of The City Of Dixon, Missouri
138	7 December 1969	Calling A Special Election In The City Of Dixon, Missouri, To Issue General Obligation Bonds For A New Fire Station
139	7 December 1969	Declaring Results Of The Special Bond Election
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142	4 May 1971	Tax Levy For The Year Of 1971
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145		Adapting Chapter 300, Revised Statues Of Missouri, Known As The "Model Traffic Ordinance" As And For The Traffic Ordinance Of This City
146	5 February 1974	Providing For The Appointment Of A City Attorney-Councilor
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148	7 May 1974	Regulating The Use Of Public And Private Sewers And Drains, Private Sewage Disposal
149	7 May 1974	Providing For A Sewer And Water Connection Fee
150	7 May 1974	Water and Sewer Services Furnished Outside Corporate Limits of the City of Dixon
151	7 May 1974	Pertaining To The Sewer And Water Systems; <b>Modified By Ord. 257,262 And 457</b>
152	8 August 1974	Regulating Solid Waste Management; <b>Modified By Ord. 158</b>
153	3 September 1974	Establishing City Park Board: <b>Repealed By Ord. 185</b>
154	7 October 1974	Vacating That part Of Oak Street Extending Across Railroad Right-Of-Way <b>Repealed By Ordinance 168</b>
155	7 October 1974	Erection And Maintenance Of Electric Flashing Signals At Railroad Crossing On Elm Street <b>Repealed By Ordinance 168</b>
156	7 October 1974	Regulating The Speed Of Locomotives And Trains <b>Repealed By Ordinance 168</b>
157	26 March 1975	Relating To Disaster Preparedness
158	5 May 1975	Change Monthly Service Charge for Solid Waste And Delete Last Paragraph of Ordinance 152
159	5 May 1975	Employing Attorneys For The City
160	5 May 1975	Authorizing The Purchase of Certain Office Equipment
161	12 May 1975	Granting Franchise To Gascosage Electric Cooperative; <b>Amended Ord. 400</b>
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<b><u>Ordinance</u></b>	<b><u>Date</u></b>	<b><u>Title</u></b>
165	2 June 1975	Prohibiting The Stealing of Property
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>
	3 May 1976	Resolution Setting Aside Park Land
175	13 September 1976	Prohibiting The Making, Drawing Or Uttering Insufficient Funds Checks
176	9 February 1977	Authorizing The Borrowing Of Money
177	9 February 1977	Vacating a Portion of Street in Shelton-Elkins Addition to the City of Dixon, Missouri
178	7 March 1977	Authorizing The Execution Of An Agreement For Engineering Services For A Sewer Project
179	7 March 1977	Enacting A New Ordinance Providing For Business Licenses
180	6 June 1977	Authorizing The Transfer Of Certain Funds
181	6 June 1977	Governing The Operation Of A Motor Vehicle
182	12 July 1977	Pertaining To Regulating Solid Waste
	12 July 1977	Waiver Of Notice Of Special Meeting For Ordinance 183
183	12 July 1977	Authorizing Entering Into An Agreement For Collection And Disposal Of Solid Waste
184		Tax Levy For The Year of 1977
185	6 December 1977	Establishing A City Park Board; <b>Amended Ord. 393</b>
186	6 December 1977	Establishing A Library Board
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
201	19 April 1979	Relating To Personnel Policy <b>Repealed By Ord. 249</b>
202	2 May 1979	Special Election For Alderman
203	8 May 1979	Relating To Reimbursement For Travel Expenses For Elected Officials
204	12 June 1979	Annexing Property To The City Of Dixon, Missouri
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
208	12 June 1979	Annexing Property To The City Of Dixon, Missouri
209	10 July 1979	Annexing Property To The City Of Dixon, Missouri
210	10 July 1979	Annexing Property To The City Of Dixon, Missouri
211	14 August 1979	Tax Levy For The Year of 1979
212	11 September 1979	Calling For A Special Election To Issue General Obligation Bonds And Revenue Bonds
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
215	20 November 1979	Result Of The Special Bond Election Held On 6 November 1979
216	11 December 1979	Annexing Property To The City Of Dixon, Missouri
217	11 December 1979	Annexing Property To The City Of Dixon, Missouri
218	11 December 1979	Annexing Property To The City Of Dixon, Missouri
219	11 December 1979	Annexing Property To The City Of Dixon, Missouri
221		Relating To Snow Removal From City Streets
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
227	10 June 1980	Annexing Property To The City Of Dixon, Missouri
228	10 June 1980	Annexing Property To The City Of Dixon, Missouri
229	10 June 1980	Annexing Property To The City Of Dixon, Missouri
230	8 July 1980	Tax Levy For The Year of 1980
231	19 August 1980	General Obligation Combined Waterworks And Sewerage System Bonds Series 1980
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 Statutes 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



## City Of Dixon Ordinances

<u>Ordinance</u>	<u>Date</u>	<u>Title</u>
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 Jaauy 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
357		
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 Gascoage Electric Cooperative
401	2 December 1996	Renewal Of Franchise Granted To Gacospace 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><b>Ordinance</b></u>	<u><b>Date</b></u>	<u><b>Title</b></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	Loyalty 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

<b>Ordinance</b>	<b>Date</b>	<b>Title</b>
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 Gascoage Electric Cooperative For Street Lighting And Electric Service For Twenty (20) Years
554A	12 December 2016	Renewing A Contract With Gascoage 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
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 Not passed
582		Vision Reducing Material Not passed
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 Not passed
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-Replaced by 597
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 LLLC
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
613	12 September 2022	Changing the Name of Paramount Street to Round House Road
614	12 September 2022	Modifying and Amending the Personnel Policy for the City of Dixon
615	12 September 2022	Granting GTech Fiber, LLC Permission and Authority to Construct, Reconstruct, Excavate, and Use its Equipment to Operate a Fiber-Optic Based Internet Service
616	3 October 2022	Authorizing the Mayor to Enter into an Agreement with General Code for eCode360 Upgrades
617	5 December 2022	Changing the Name of North Oak Street to QC Street
618	9 January 2023	Establishing a Requirement for Permits for any Excavation and Digging done Within the City Limits and Setting the Cost of the Permit
619	1 May 2023	Changing and Setting the Deposit Amounts for the Residential and Commercial Water Customers for the City of Dixon
620	10 April 2023	Adopting the International Building Code, 2006 Edition
621	1 May 2023	Authorizing the Purchase of Real Estate and Directing the Mayor to Execute a Contract for the Purchase of 300 South Ellen Street in Dixon, Mo
622	12 June 2023	Establish a Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Officials
623	12 June 2023	Authorizing the Mayor of Dixon to Execute Task Order #4 of the Wastewater Treatment Facility Improvements
624	7 August 2023	Authorizing, Fixing, and Determining a Rate of Levy on the Hundred-Dollar Valuation of All Taxable Property Within the City for the Year 2023
625	29 August 2023	Authorizing the Mayor of Dixon to Enter into a Contract with Reese Equipment Company, LLC on Behalf of the City of Dixon
626	10 July 2023	City Ordinance Violations be Heard by a Pulaski Co Circuit Court & Terminating the City Municipal Court
627	10 July 2023	Authorizing the Mayor to Enter into a Contract with Ridge Top Internet, LLC on Behalf of the City
628	11 September 2023	Adopting and Enacting a New Code of Ordinances to Include the 2022 State Statutes
629	2 October 2023	Authorizing the Mayor of Dixon to Execute Addendum #1 to Agreement for Engineer Services
630	2 October 2023	Authorizing the Mayor of Dixon to Enter into a Contract with MRPC
631	6 November 2023	Setting the Schedule of Court Costs-Replaced by 633
632	6 November 2023	Authorizing the Mayor to Execute an Agreement with the Missouri Highways and Transportation Commission
633	11 December 2023	Setting the Schedule of Court Costs - Amended
635	11 December 2023	Authorizing the Mayor to Enter into an Agreement for Dispatching Services with City of Saint Robert
636	08 January 2024	Authorizing the Mayor to Execute Task Order #5 of the Lead Service Line Inventory
637	08 February 2024	Annexing Real Estate into Corporate City Limits of the City of Dixon
638	04 March 2024	Adopting and Enacting a New Code of Ordinances to Include the 2023 State Statutes
639	09 April 2024	Establishing Penalties and Late Fees for Failure to Timely Procure or Renew Annual City Alcohol License as Required by Ordinances of City of Dixon
640	04 March 2024	Modifying the Procedures for Issuance of Business Licenses for the City of Dixon, Missouri
641	06 May 2024	Assessing Registration Fees for Vacant and Unsafe Structures
642	08 August 2024	Authorizing, Fixing, and Determining a Rate of Levy on the Hundred-Dollar Valuation of All Taxable Property Within the City for the Year 2024
643	03 September 2024	Authorizing the Mayor to Enter into a Contract with MRPC
644	03 September 2024	Ratifying and Authorizing a Contract for Garbage and Trash Collection by and between the City of Dixon and Waste Corporation of Missouri, LLC
645	09 September 2024	Annexing Real Estate into the Corporate Limits of the City of Dixon
646	09 September 2024	Ratifying and Authorizing a Value Lease Agreement
648	02 December 2024	Annexing Real Estate into Corporate City Limits of the City of Dixon
649	02 December 2024	Requirement of Backflow Prevention Devices
650	02 December 2024	Setting Fees for Certain Types of Permits
651	02 December 2024	Setting Tap Fees for New Connections to Water and Sewer Service
652	02 December 2024	Prohibiting Private Wells within City Limits
653	09 January 2025	Authorizing the Mayor to Enter into Agreement with Midstate Pipeline Maintenance for WWTP Phase I
654	03 February 2025	Appointment of Carrie Williamson as City Attorney and City Prosecutor

**City Of Dixon Ordinances**

<u><b>Ordinance</b></u>	<u><b>Date</b></u>	<u><b>Title</b></u>
655	03 March 2025	Adopting & Enacting a New Code of Ordinances to Include 2024 State Statutes
656	03 March 2025	Appointing Kelli Livengood as City Clerk
657	07 April 2025	Agreement for Installation of Sewer Services with School and City
658	07 April 2025	Approving Agreement to Terminate Dispatch Services Between City of St. Robert and Dixon
659	07 April 2025	Approving Agreement for Dispatching Services
661	02 June 2025	Filling the Vacancy of the Unexpired Term of the Office of Ward 2 Alderman by the Appointment of a Successor
662	05 May 2025	Authorizing the City to Pay a Portion of Dependent Health Insurance Premiums, Setting Limit on Total Annual Cost
663	05 May 2025	Authorizing the Purchase of Axon Body Camera Equipment and Services from Axon Enterprise, Inc. for The City of Dixon Police Department
664	05 May 2025	Appointing Wesley Wilfong as Chief of Police for the City of Dixon, Missouri
665	05 May 2025	Appointing Avriona Medley as City Collector for the City of Dixon, Missouri
666	05 May 2025	Reappointing Carrie Williamson as City Attorney and City Prosecutor
667	05 May 2025	Approving a Proposal from Outdoor Warning Consulting LLC for the Repair of a Whelen OA2 Outdoor Warning Siren & Programming of Siren for County Activation
668	05 May 2025	Selecting and Approving a Pest Control Services Agreement
669	02 June 2025	Establishing a Procedure to Disclose Potential Conflicts of Interest and Substantial Interests for Certain Officials
670	02 June 2025	Adopting and Implementing a Purchasing Policy for the City of Dixon
671	02 June 2025	Selecting and Approving a Contractor to Install the City's Generators
672	02 June 2025	Approving Change Order No. 1 to Contract with Midstate Pipeline Maintenance, LLC for the Wastewater Treatment Plant Phase 1 Improvements

BILL NO. 2022-0013

ORDINANCE NO. 613

**ORDINANCE CHANGING THE NAME OF A STREET KNOWN AS PARAMOUNT STREET No. 2 RUNNING EAST AND WEST FROM THE END OF LOT 4, BLOCK ONE IN THE CITY OF DIXON TO THE INTERSECTION WITH PARAMOUNT STREET No. 1 TO ROUND HOUSE ROAD; AND CHANGING THE NAME OF A STREET KNOWN AS PARAMOUNT No. 1 RUNNING NORTH AND SOUTH FROM 4<sup>TH</sup> STREET TO THE INTERSECTION WITH PARAMOUNT No. 2, IN THE CITY OF DIXON, MISSOURI TO ROUND HOUSE ROAD.**

**WHEREAS**, the Board of Alderman of the City of Dixon, Missouri have determined that it would be in the best interest of the City to change the name of Paramount Street No. 1 to ROUND HOUSE ROAD and Paramount Street No. 2 to ROUND HOUSE ROAD.

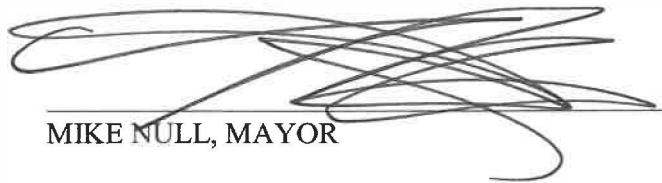
**NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF DIXON, MISSOURI, AS FOLLOWS:**

**Section 1.** The street known as Paramount Street No. 2 running east and west from the end lot 4, block one in the City of Dixon to the intersection with Paramount Street No. 1 in the City of Dixon, Missouri shall be known as ROUND HOUSE ROAD Street No. 2.

**Section 2.** The street known as Paramount Street No. 1, running north and south from 4<sup>th</sup> street to the intersection with what was previously known as Paramount No. 2, in the City of Dixon, Missouri, shall be known as ROUND HOUSE ROAD Street No. 1.

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

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON, MISSOURI ON THIS 12<sup>th</sup> DAY OF September, 2022.

  
MIKE NULL, MAYOR

ATTEST:

  
ACTING CITY CLERK

(City Seal)

BILL NO. 2022-0014

Ordinance # 614

**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 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 CITY OF DIXON, MISSOURI AS FOLLOWS:**

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

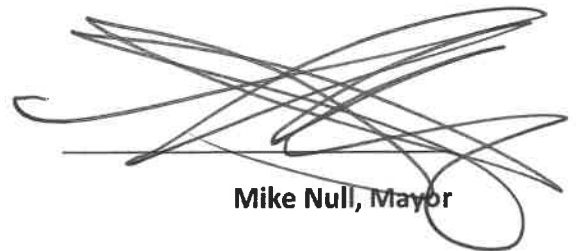
SECTION 2: Chapter 135, Article I of the Dixon City Code is repealed and replaced with the attached updated Chapter 135 Article I.

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

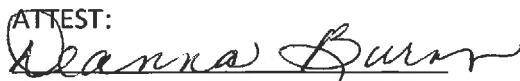
SECTION 4: Any other ordinance and any part of any other ordinance in conflict with the provisions of this ordinance are hereby repealed.

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 12<sup>th</sup> DAY OF SEPTEMBER, 2022.**



Mike Null, Mayor

ATTEST:  
  
Acting City Clerk



# **CITY OF DIXON**

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*Revised September 2022*

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# CITY OF DIXON

305 S Elm St  
P.O. Box 177  
Dixon, MO 65459  
Email: [klivengood@cityofdixonmo.org](mailto:klivengood@cityofdixonmo.org)



## WELCOME LETTER

Welcome to the City of Dixon!

We are excited to have you as part of our team. We believe that you have the knowledge, skills, abilities, and character to contribute to the success of our city and share our commitment to being the best community in the area.

We strive to provide the highest level of service to our residents, businesses, and visitors. The primary goal of the City, and yours, as one of its employees, is to live up to our code of ethics in everything we do. We can only achieve this through hard work and commitment from every employee. You and every other employee are essential to our success in that endeavor.

We know that joining a new organization requires some adjustment; you will meet new people, work in different surroundings, and need to become familiar with new policies, procedures, and benefit packages of employment. This employee handbook contains the key policies, goals, benefits, and expectations of the City. You should use it as a reference as you pursue your career with the City.

Welcome aboard! We look forward to working with you and wish you many years of success.

Sincerely,

Kelli Livengood  
Office Administrator

## **CHAPTER 135: PERSONNEL POLICY**

### **ARTICLE I: GENERAL**

**Effective September 12, 2022**

#### **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.

#### **SECTION 135.002: A CODE OF ETHICS FOR CITY OF DIXON PERSONNEL**

*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, 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 require 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, color, religion, sex (including gender identity,

sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. Federal regulations provide: "Under the laws enforced by EEOC, it is illegal to discriminate against someone (applicant or employee) because of that person's race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, age (40 or older), disability or genetic information. It is also illegal to retaliate against a person because he or she complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit. The law forbids discrimination in every aspect of employment. The laws enforced by EEOC prohibit an employer or other covered entity from using neutral employment policies and practices that have a disproportionately negative effect on applicants or employees of a particular race, color, religion, sex (including gender identity, sexual orientation, and pregnancy), or national origin, or on an individual with a disability or class of individuals with disabilities, if the policies or practices at issue are not job-related and necessary to the operation of the business. The laws enforced by EEOC also prohibit an employer from using neutral employment policies and practices that have a disproportionately negative impact on applicants or employees age 40 or older, if the policies or practices at issue are not based on a reasonable factor other than age." 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.* Any 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; Ord. No. 463 §1, 7-1-02)



### **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 are not allowed absences based upon Paid Time Off. PTO will be accrued in the amount of six (6) hours per pay period. If the employee resigns or is terminated, accumulated PTO will be paid out. (Ord. No. 249 §3, 4-19-82; Ord. No. 463 §1, 7-1-02; Ord. No. 580, 06-15-2020) **NEED REVISED ORDINANCE**

### **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 and their Supervisor of the anticipated absence and the reason thereof one hour prior to shift starting on said 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)
- C. Any employee can earn comp time with a maximum forty (40) hours.

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

The pay period will be two weeks long and be Saturday through the second Friday with pay the following Thursday. Employees will be paid on a bi-weekly basis. (Ord, No. 249 §5, 4-19-82; Ord. No. 475 §1, 1-5-04). **NEED REVISED ORDINANCE**

### **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 at least annually. 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 / PAID TIME OFF (PTO)**

- A. **Paid Time Off (PTO)** hereunder is defined as a period during which the employee takes off work while being paid. This policy includes sick, vacation, personal, bereavement, and any other absences. Every permanent, full-time employee shall be entitled to incur six (6) hours of PTO leave per pay period to be used after the 90 day probationary period; seven and a half (7.5) hours of PTO leave per pay period after five (5) full years of employment and nine (9) hours of PTO leave per pay period 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. Existing employees will be grandfathered in on PTO up to two hundred forty (240) hours. An employee with an 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 situation has 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 professional. Disabilities caused or contributed to by pregnancy and recovery therefrom shall be covered by PTO days.
  - 1. PTO leave shall not accrue to an employee while on leave of absence without pay.
  - 2. Temporary and permanent part-time employees shall not accrue PTO.

3. The maximum accumulated PTO limit is two hundred forty (240 hours).
4. PTO 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. PTO taken related to a death in an employee's immediate family, as defined above 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. (Ord. No. 249 §10, 4-19-82; Ord. No. §3, 7-1-02)
5. Whether an absence is excused or not excused shall be determined by the Mayor whose determination shall be final. The employee shall notify the Supervisor as much in advance of the taking of PTO as is practical under the circumstances. PTO will be paid only at the current rate of pay.
6. Accumulated PTO will be paid out upon retirement and/or termination.

#### **SECTION 135.110: INSURANCE**

Health Insurance shall be offered to every full-time City employee after completion of the 90 day probationary period. If the employee chooses to take the health insurance, it is paid by the City for the **employee only** at 100%. The employee may add dependents for an additional amount to be paid by the employee. Employees may opt into additional supplementary insurance including dental, vision and life insurance. The employee is responsible for paying supplementary insurance premiums.

#### **SECTION 135.120: JURY DUTY**

When an employee receives a notice to serve, the employee must immediately notify his/her Supervisor. 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 135.130: VOTING TIME**

For Federal, State, and Municipal elections, employees are encouraged to exercise his/her right to vote. If employees do not have sufficient time outside regular work shifts, the Missouri Revised Statutes states that employers will allow employees to leave work to go

to the polls. The law allows employees to be absent up to three (3) hours of unpaid time while the polls are open for the sole purpose of voting. To request time off to vote, employees should contact his/her Supervisor. Leave benefits may be used for the work time missed.

The law provides that an employee cannot be discharged, penalized or disciplined for leaving work to vote, as long they give their employer notice prior to Election Day.

#### **SECTION 135.140: MILITARY LEAVE**

1. All City employees who are or may become members of the National Guard or of any reserve component of the Armed Forces of the United States, shall be entitled to leave of absence from their respective duties, without loss of time, pay, regular leave, impairment of efficiency rating, or of any other rights or benefits, to which otherwise entitled, for all periods of military services during which they are engaged in the performance of duty or training in the service of this state at the call of the governor and as ordered by the adjutant general without regard to length of time, and for all periods of military services during which they are engaged in the performance of duty in the service of the United States under competent orders for a period not to exceed a total of one hundred twenty hours (120) in any federal fiscal year.
2. Before any payment of salary is made covering the period of the leave the officer or the employee shall file with the appointing authority or supervising agency an official order from the appropriate military authority as evidence of such duty for which military leave pay is granted which order shall contain the certification of the officer or employee's commanding officer of performance of duty in accordance with the terms of such order.
3. No member of the organized militia shall be discharged from employment by any of the aforementioned agencies because of being a member of the organized militia, nor shall he be hindered or prevented from performing any militia service he may be called upon to perform by proper authority nor otherwise be discriminated against or dissuaded from enlisting or continuing his service in the militia by threat or injury to him in respect to his employment. Any officer or agent of the aforementioned agencies violating any of the provisions of this section is guilty of a misdemeanor.
4. Notwithstanding the provisions of any other administrative rule or law to the contrary, any person entitled to military leave pursuant to the provisions of subsection 1 of this section shall only be charged military leave for any hours which that person would otherwise have been required to work had it not been for such military leave. The

minimum charge for military leave shall be one hour and additional charges for military leave shall be in multiples of the minimum charge.

#### **SECTION 135.150: INCLEMENT WEATHER**

1. The City of Dixon remains open during most periods of inclement weather; however, where extraordinary circumstances warrant, due to weather or other unforeseen business interruption, the City reserves the right to close the facility. The City makes a decision by 6:30 a.m. during periods of such inclement weather and communicates this to all employees. The City also posts closures on the City of Dixon Facebook page, as well as, the local radio station.
2. If the City has announced to be closed on a given day, all full-time staff will receive regular pay for the day of closure. For mandatory employees on a day of closure, the employee will receive regular pay.
3. If the City remains open on an adverse weather day, employees who report to work will receive their normal pay for the day. If an employee elects not to report to work on a facility open day, the employee can elect to 1) use any accrued paid time off for the missed day or 2) the employee will not be paid for the day. Regardless of whether the facility remains open or closed on an inclement day, it is each employee's decision to determine if they can safely arrive at work under the conditions. If an employee elects not to work on a given day, the City requires the courtesy of a phone call to your manager or supervisor advising as to your status for the day, prior to the beginning of the work day.

#### **SECTION 135.160: MATERNITY/PATERNITY 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/Paternity 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/paternity leave

shall be granted as leave without pay. (Ord. No. 249 §12, 4-19-82; Ord. No. 463 §4, 7-1-02)

## **SECTION 135.170: 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)

The Family and Medical Leave Act of 1993 (FMLA) applies to all public agencies, all public and private elementary and secondary schools and companies with fifty (50) or more employees.

Employees are eligible for FMLA leave if they have worked for the City at least 1,250 hours over the past twelve (12) months. Whether an employee has worked the minimum 1,250 hours of service is determined according to FLSA principles for determining compensable hours of work. A covered employer must grant an eligible employee up to a total of twelve (12) workweeks of unpaid leave during any 12-month period for one or more of the following reasons:

1. for the birth and care of a newborn child of the employee
2. for placement with the employee of a son or daughter for adoption or foster care
3. to care for a spouse, son, daughter or parent with a serious health condition
4. to take medical leave when the employee is unable to work because of a serious health condition
5. for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation

The City shall grant an eligible employee who is a spouse, son, daughter, parent or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of twenty-six (26) work weeks of unpaid leave during a "single 12-month period" to care for the service member.

Under some circumstances, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee's usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the employer's operation. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to the employer's approval.

Under certain conditions, employees or employers may choose to "substitute" (run concurrently) accrued paid leave (such as sick or vacation leave) to cover some or all of the FMLA leave. An employee's ability to substitute accrued paid leave is determined by the terms and conditions of the employer's normal leave policy.

Employees seeking to use FMLA leave are required to provide 30-day advance notice of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less than 30 days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to the employer as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with the employer's usual and customary notice and procedural requirements for requesting leave.

Employees must provide sufficient information for an employer reasonably to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. When an employee seeks leave, however, due to a FMLA-qualifying reason for which the employer has previously provided the employee FMLA-protected leave, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

During leaves of absence, the City will attempt to hold an employee's position open. The City will not, however, always be able to do this due to unreasonable hardships placed on the City. Therefore, the City does not guarantee job restoration upon completion of any leave of absence, except as required by FMLA, USERRA or other applicable state or federal law.

For leaves of absence granted under this policy, it is the employee's responsibility to pay their portion of the premium for all insurance benefits. Employees in a leave of absence will not accrue vacation or sick time or other benefits while on a leave of absence.

The City expects employees on leaves of absence to provide periodic updates regarding their condition and expected date of return. Employees should contact their Department Head before their leave expires to arrange for return. If a leave of absence is taken for a medical reason, the City will also require certification from an employee's physician of the employee's fitness to return to work.

If an employee is unable to return by his/her leave expiration date, a written physician's statement providing the new expected return date may be submitted prior to the expiration of your original leave and an extension of up to ninety (90) days may be approved at City's sole discretion. Any employee who fails to return to work on the agreed-upon date following leave, and who has not received an extension, will be considered to have voluntarily resigned his or her position.



In addition to the unpaid leave protections of FMLA, the City recognizes the importance of balancing work and personal life, and understands that employees may find that personal, health or family problems make it necessary to be absent from work for a certain period. The City will work with employees in the event circumstances make unpaid leave a necessary to avoid significant personal or family hardship.

Before an employee may take a non-qualified FMLA unpaid leave of absence, written permission must be obtained from the City Administrator. Although the City will attempt to preserve employee's job while on a non-qualified FMLA unpaid leave, it is unlikely that the City will be able to preserve a position for a non-FMLA unpaid leave period for an extended period. An extended period is defined as leave in excess of twenty-one (21) consecutive days, or unpaid leave accumulation of more than twenty-one (21) days in a twelve (12) month period.

#### **SECTION 135.180: 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 135.190: HOLIDAYS**

- A. The following days are 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. Good Friday;
  - 5. Last Monday in May as Memorial Day;
  - 6. Nineteenth (19<sup>th</sup>) day in June as Juneteenth Day;
  - 7. Fourth (4<sup>th</sup>) day in July as Independence Day;
  - 8. First (1<sup>st</sup>) Monday in September as Labor Day;
  - 9. Second (2<sup>nd</sup>) Monday in October as Columbus Day;
  - 10. Eleventh (11<sup>th</sup>) day of November as Veterans' Day;
  - 11. Fourth (4<sup>th</sup>) Thursday in November & Friday following as Thanksgiving Holiday;
  - 12. Twenty-fourth (24<sup>th</sup>) day of December as Christmas Eve & 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 of employee's scheduled vacation days.
- C. The Mayor may at his or her discretion add an additional day of Holiday from time to time.

## **SECTION 135.200: 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 135.210: 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. Employees and their supervisor are encouraged to sign the reprimand. 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 135.220: HEALTH AND SAFETY/WORKER'S COMPENSATION**

- A. Safe Conditions: The City is committed to providing employees with a safe and healthful working environment. The City makes every effort to comply with relevant federal and state occupational health and safety laws and to develop programs conducive to such an environment, while minimizing health and safety risks to employees and other visitors to City facilities.

To accomplish these objectives, all City employees are expected to:

1. Wear safety equipment in the performance of their duties
  2. Wear issued clothes or uniforms as intended unless modifications are approved by City Administrator
  3. Maintain a safe and healthful working environment, and
  4. Adhere to the proper operating procedures and practices to prevent injuries and illnesses
- B. Unsafe Conditions: Employees should report any unsafe conditions or behaviors encountered in the workplace. Employees should not hesitate to contact their Department Head/Supervisor when safety directions and assistance are needed. Employees may face disciplinary action, up to and including termination, for failure to report the following:
1. Injuries sustained on the premises or on a job site regardless of perceived severity
  2. Any safety related incident or injury, including any complaint made by a citizen, supplier, or his/her representative
  3. Any unsafe conditions or actions perpetrated by any employee or contractor on any job site including customer sites
- C. Worker's Compensation: The City of Dixon provides its employees with Worker's Compensation insurance coverage which protects against accidents occurring on the job. Reporting accidents and injuries promptly helps the City provide the most appropriate care for injured employees and return them to work as safely and swiftly as possible. (CC 1985 §18-20; Ord. No. 249 §19, 4-19-82)

Any accident, incident or "near miss," no matter how slight the injury or damage, should be reported to your immediate supervisor. The supervisor is required to then notify the Mayor and the City Clerk before the end of the shift. The City is responsible for taking appropriate follow-up action, including directing medical attention, completing an investigation report and recommending or implementing appropriate corrective actions.

The City may direct medical treatment as allowed by the Missouri worker's compensation statute. Any request for medical treatment should be made to the City Clerk. If you choose to seek care on your own without authorization it may be at your own expense. If you receive medical care and after an investigation your condition is deemed not work-related according to the workers compensation statutes, you or your insurance company will be liable for the medical charges.

D. Accident Reports: In the event of any on-the-job injuries, accidents, vehicle crashes or equipment and property damages, employees are required to take the following action:

1. Contact the supervisor immediately about the incident.
2. Notify the Police Department for an investigation into accidents or crashes involving vehicles or equipment
  - Any crashes or accidents involving City owned vehicles should be investigated by an agency other than the Dixon City Police Department

Employees shall fill out investigation forms requested by the City Clerk and return them promptly. Detailed investigation may include interviews, photographs, training/document reviews and preparation of a written report for all serious accidents and incidents.

Employees may be required to take a post-accident drug and alcohol test upon receiving medical care from the City's designated doctor or clinic for any work-related injury and/or illness.

This accident reporting policy has been designed with your best outcome in mind. Failure to follow the City's accident reporting policy could result in a written warning, suspension or dismissal.

E. Return to Work Policy: Employees may return to work in their assigned duties and responsibilities as soon as medically cleared. Employees who are medically cleared to perform duties other than their normal tasks will be assigned to any duties for which they are medically cleared, even when these duties are in a different department than their normal employment.

Department heads will be responsible for preparing a return to work schedule of duties, which meets any restrictions that have been ordered under physicians care. While on restricted duties employee is not guaranteed to be working at their normal duties/classification and may be required to work outside their normal department. Return to work schedules/duties must receive City Administrator approval.

## **SECTION 135.230: 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 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 Federal 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 an itemized receipt. Alcohol should not be on any receipts submitted for reimbursement. If alcohol is included on the receipt, it will not be reimbursed by the City. Paid receipts should be submitted to the City Clerk within seven (7) days upon return.
- 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 within seven (7) days upon return. (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.
- G. The City is tax exempt and will not reimburse taxes paid on expenses needing reimbursed. The proper tax exemption documents should accompany payment so employees are not charged tax.
- H. Falsification of travel records, receipts, mileage logs or any other expense reimbursement report is considered theft and will result in disciplinary action, up to and including termination.

#### **SECTION 135.240: 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 135.250: 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%). (Ord 445)

#### **SECTION 135.260: 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 individual that is listed for the particular event. 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 [cityclerk@cityofdixonmo.org](mailto:cityclerk@cityofdixonmo.org) 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.

**CITY OF DIXON**  
**ALCOHOL AND SUBSTANCE ABUSE POLICY**

FOLLOWING IS THE ALCOHOL AND SUBSTANCE ABUSE POLICY OF OUR COMPANY. WE REQUEST YOU READ THIS POLICY THOROUGHLY AND SIGN BOTH COPIES WITH A CITY OF DIXON REPRESENTATIVE PRESENT. THE CITY OF DIXON REPRESENTATIVE WILL THEN SIGN EACH COPY WITH ONE TO STAY WITH YOUR EMPLOYEE PACKET AND ONE FOR YOURSELF.

THE ACKNOWLEDGMENT AND COMPLIANCE WITH THIS POLICY IS A CONDITION OF EMPLOYMENT.

**ATTACHMENT**

## **DRUG-FREE WORKPLACE STATEMENT**

In 1988, Congress passed the “Drug-Free Workplace Act” it became effective March 18, 1989.

In response to the legal requirements for an alcohol and drug free workplace, and our company’s concern and obligation for the health and safety of our workforce, City of Dixon is instituting the following Workplace Statement.

This statement certifies our company’s policy and intent to provide and maintain an alcohol and drug free environment for our employees who are our most valuable resource, prohibiting the possession, use, consumption distribution or sale of alcohol and/or controlled/illegal substance in the workplace.

In addition, our policy will provide information to all employees on the danger of workplace alcohol/drug use. The policy will also provide sanctions that employees will face for violations of the City of Dixon Alcohol/Drug Free Workplace Policy.

Finally, this policy contains an acknowledgment and consent that must be dated, signed and witnessed by each employee who receives a copy of our policy.

Our Alcohol/Drug-Free Workplace Statement specifically requires City of Dixon to notify each employee that as a condition of employment, each employee must:

- Comply with our company’s Alcohol/Drug-Free Workplace Policy
- Notify City of Dixon of any conviction for an alcohol/drug related offense committed in the workplace, within five (5) days of the conviction.

## **CITY OF DIXON**

### **ALCOHOL AND SUBSTANCE ABUSE POLICY**

#### **I. PURPOSE**

The City of Dixon (the “Company”) is concerned and recognizes a responsibility to provide a safe, healthy and productive work environment for all employees. This Policy is designed to help accomplish that goal by eliminating drug and alcohol abuse among our employees. Employees who use illegal drugs or abuse other controlled substances or alcohol tend to be less productive, less reliable, less cautious and prone to greater absenteeism resulting in the potential for increased cost, delay and risk in our Company’s business. Ultimately, they threaten our competitiveness.

We believe our employees have the right to work with persons free from the effects of alcohol and drugs. This Policy is designed to help accomplish that goal by eliminating alcohol and drug abuse among our employees.

We regret any inconvenience that may be caused to employees who do not abuse alcohol or drugs. We believe, however, that the benefits to be derived from this Policy in terms of enhanced safety, productivity, and quality of the workplace will more than make up for any inconvenience to the rest of us. We seek the understanding and cooperation of all employees in implementing this Policy to make our Company a safe and enjoyable place to work.

#### **II. CONDITIONAL JOB OFFER SCREENING**

The Company will utilize conditional job offer screening practices to prevent hiring or rehiring (a) individuals who use illegal drugs or (b) individuals whose use of legal drugs or alcohol indicates a risk of unsatisfactory or unsafe job performance.

#### **III. USE, POSSESSION, OR SALE OF DRUGS OR ALCOHOL**

##### **A. ALCOHOL**

The possession, consumption, purchase or sale of alcohol on Company premises is prohibited. Furthermore, no employee shall be under the influence of alcohol while performing Company business off Company premises if such use or influence in the opinion of the Company may affect the safety of the employee, co-workers or members of the public, the employee’s job performance, or the safe or efficient operation of the Company. Any exception to this Policy for special situations (e.g., Christmas parties) must be approved in advance by the President and conducted in accordance with any limitations which accompany approval.

In addition, persons whose positions with the Company require driving Company equipment or vehicles as a part of their work may be removed from such positions if found to have been driving under the influence of alcohol whether on duty or off.

## **B. LEGAL DRUGS**

The use of illegal drugs may affect the safety of the employee or co-workers or members of the public, the employee's job performance, or the safe or efficient operation of the Company facility. "Legal Drug" includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used for the purpose for which they were prescribed or manufactured. Therefore, any employee who is taking any legal drug which might impair safety, performance, or any motor functions must advise his/her supervisor before reporting to work under such medication. If the Company determines that such does not pose any safety or product quality risk, the employee will be permitted to work. A letter of certification from his/her physician must be provided upon request for the employee's personnel file.

## **C. ILLEGAL DRUGS**

The use, purchase, sale, transfer, possession, being under the influence, or the presence in one's system of a detectable amount of an illegal drug by any employee is prohibited where the employee is on Company premises or is performing Company business, or where such activity away from the Company premises or business affects the employee's suitability for continued employment or may harm the reputation of the Company and its employees. It also includes marijuana, amphetamines, cocaine, opiates, phencyclidine, barbiturates, benzodiazepines, methadone and propoxyphene.

## **IV. DRUG AND ALCOHOL SCREENING**

A. A urinalysis, or other drug/alcohol screening may be conducted:

1. To all applicants to whom a job offer has been made.
2. Post-accident or if probable cause is suspected.
3. When there is reason to believe that an employee may be using drugs or may be under the influence of drugs or alcohol.
4. As part of periodic follow-up testing if the employee is found to have breached these policies but has been permitted to remain employed.
5. Whenever an employee is working in a job classification which has been designated by the Company as a "safety risk classification".

B. An employee's cooperation with such a test is required as a condition of employment. The employee's refusal to cooperate with such a request and provide a specimen may be grounds for termination where there is any reason to believe that the employee has

violated this Policy and the employee's refusal to cooperate prevents a medical determination of his/her condition. Employees who produce a "diluted" urine specimen will be given only one (1) additional opportunity to submit one (1) additional specimen at the employee's cost. This specimen must be given by the employee at the Company's designated collection facility according to established Company protocol for urine collection and tested by the Company's designated NIDA approved laboratory at the employee's cost. Further, this additional specimen must be collected within eight (8) hours from the time the employee is notified of the "diluted" specimen. Failure to produce a negative urine test result or to comply with all the tenants of this document and the established Company procedures for its implementation will constitute noncompliance with this Policy.

## **V. SEARCHES**

- A. Routine searches of Company property may be conducted at times unannounced, this includes, but is not limited to, lockers, storage areas, jobsite trailers, Company vehicles and rooms normally used to store employee's personal property.
- B. Should the Company suspect that an employee has sold, purchased, used or possessed alcohol, drugs or drug paraphernalia on Company premises, the Company may inspect the employee's personal effects (lunch boxes, tool boxes) or automobile on Company property.

## **VI. VIOLATIONS OF POLICY**

- A. Any violation of this Policy may be grounds for termination. However, in some circumstances and at the sole discretion of the Company, a lesser penalty may be selected.
- B. If the employee has not engaged in misconduct, unsafe conduct or poor job performance, but is found to have alcohol or drugs in his/her system, the employee may be placed on an unpaid medical leave (maximum one month) until he/she presents reliable medical evidence that he/she has overcome any substance use problem, and he/she shall be reinstated to his/her former position if he/she consents in writing to occasional testing on request over the next 12 months to be certain that he/she has not resumed usage of drugs or alcohol in violation of this Policy. If such subsequent usage is detected, the employee will be terminated.

## **VII. SELF-IDENTIFICATION TO COMPANY MANAGEMENT/SUPERVISION**

Employees who take the initiative of advising their supervisor or manager that they have a medical problem with regard to alcohol or drug use, who have not engaged in misconduct or repeated poor

performance at work, and who demonstrate a commitment to take the necessary remedial action, will be provided a medical leave of absence for such purpose.

#### **VIII. RESERVATION OF RIGHTS**

The Company reserves the right to change, rescind or depart from this Policy in whole or in part. Nothing in this Policy alters an employee's status. The Company hopes each employment relationship will be a happy and enduring one. Nevertheless, employees remain free to rescind their employment at any time with or without cause.



**EMPLOYEE ACKNOWLEDGMENT AND CONSENT**

I have carefully and thoroughly read the Company's Alcohol and Substance Abuse Policy and agree to follow the Policy.

Employee's Signature \_\_\_\_\_ Date \_\_\_\_\_

Employee's Name (Printed) \_\_\_\_\_

Witness' Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness' Name (Printed) \_\_\_\_\_

## **RECEIPT OF HANDBOOK**

I \_\_\_\_\_ have received a copy of the City Employee Handbook. I acknowledge this Handbook contains general information for employees and has been prepared to acquaint me with the City policies and benefits of employment with City. I understand that it is my obligation to read and understand what this Handbook says. I understand I am encouraged to contact my Supervisor any time I have uncertainty about any personnel policy, procedure or benefit.

I understand that this Handbook and its policies supersede all prior oral and written communications, including previous Handbooks, and are subject to change or elimination at any time at the discretion of the City. I further understand that the policies, procedures and benefits outlined in this Handbook are subject to change and may be changed or eliminated at any time without prior notice. When changes are issued, I am obligated to insert those changes into the Handbook to assure its remaining current. I further understand that it is my responsibility to ask questions and seek clarification to any or all of the policies contained within the Employee Handbook.

I understand the Handbook does not create any contractual right and is not an employment contract. I further understand that City employs its employees on an “employment-at-will” basis, meaning that, in the absence of a signed contract between an employee and employer covering the duration of employment, either party is free to terminate the employment relationship at any time.

I understand that the computers, Internet access, email and other electronic communications systems are the property of the City and that the City reserves the right to review, audit, intercept, access and disclose all data or documents created or stored on the City’s computers, including emails. By my signature below, I consent to such monitoring and access by the City.

I am aware that, during the course of my employment, confidential information may be made available to me. I understand that this information is critical to the success of City and must not be disseminated or used outside of City premises. In the event of termination of employment, whether voluntary or involuntary, I hereby agree to return all confidential information and documents in my possession and agree not to utilize or exploit this information with any other individual or City.

I understand that signing the Receipt of City Employee Handbook is a condition of employment.

\_\_\_\_\_ Print Employee Name

\_\_\_\_\_ Employee Signature

\_\_\_\_\_ Date

**CITY OF DIXON, MISSOURI**

**BILL NO. 2022-0015**

**ORDINANCE NO. 615**

**AN ORDINANCE GRANTING GTECH FIBER, LLC A LIMITED LIABILITY COMPANY, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI, AND ITS SUCCESSORS AND ASSIGNS, THE NON-EXCLUSIVE RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, EXCAVATE FOR, PLACE, MAINTAIN, OPERATE, AND USE ITS POLES, TOWERS, WIRES, CONDUITS, CONDUCTORS, MANHOLES, UNDERGROUND VAULTS, MAINS, SERVICE PIPES AND OTHER EQUIPMENT AND APPLIANCES IN CONNECTION THEREWITH, IN, ALONG, ACROSS, OVER AND UNDER THE STREETS, ROADS, ALLEYS, SIDEWALKS, SQUARES, BRIDGES, AND OTHER PUBLIC PLACES IN THE CITY OF DIXON AND AREAS DEDICATED TO THE CITY OF DIXON FOR PUBLIC UTILITY USE, FOR THE PURPOSE OF OPERATING A FIBER-OPTIC BASED INTERNET SERVICE WITHIN THE INCORPORATED BOUNDARIES OF THE CITY WITH THE INTENT OF PROVIDING HIGH-SPEED INTERNET ACCESS, TELEPHONE VOICE SERVICES, AND TELEVISION VIDEO PROGRAMMING.**

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

SECTION 1. The non-exclusive right, permission and authority is hereby granted to and vested in GTech Fiber, LLC, a Missouri limited liability company its successors and assigns (Company) to construct, reconstruct, excavate for, place, maintain, operate and use all necessary or appropriate poles, towers, wires, conduits, conductors, manholes, underground vaults, mains, service pipes, and other equipment, with all necessary or appropriate appurtenances and appliances in connection therewith, in, along, across, over and under the streets, roads, alleys, sidewalk, squares, bridges, and other public places within the corporate limits of the City of Dixon, (City) as now fixed and as hereafter extended, and areas dedicated to the City for public utility use, for the purpose of operating a fiber-optic based internet service with the incorporated boundaries of the City with the intent of providing high-speed internet access, telephone voice services, and television video programming. GTech Fiber, LLC will install and maintain all such equipment, appliances and apparatus with due regard to and the rightful use by other persons, with vehicles or otherwise, of the streets, roads, alleys, sidewalks, squares, bridges and other public places, and areas dedicated to the City for public utility use, and GTech Fiber, LLC's exercise of the rights, permission and authority hereby granted shall always be subject to proper regulation by the City in the exercise of its police powers.

SECTION 2. As consideration for the non-exclusive rights and privileges conferred by this Ordinance, GTech Fiber, LLC and any of its third-party providers of telephone voice services or television video programming shall pay to the City of Dixon a franchise fee equal to five percent (5%) of the monthly gross operating revenues of GTech Fiber, LLC as collected from each residential and commercial customer residing within the corporate limits of the City of Dixon, except that gross operating revenues shall not include any taxes and/ or fees including, without limitation, sales tax, franchise fees, FCC fees and/or copyright fees. Said fees shall be calculated on a calendar monthly basis and said payment shall be due on the 15<sup>th</sup> of the following month. Concurrent with the payment of such fee, GTech Fiber, LLC, or its successors, shall file with the City Clerk a statement listing its monthly gross revenues within the City of Dixon for the preceding month, and such statement shall be certified by an officer of GTech Fiber, LLC.

SECTION 3. This Ordinance shall confer no right, privilege or authority on Company, its successors, licensees, transferees or assigns, unless Company shall within ninety (90) days after due notice to the Company of the enactment of this Ordinance file with the City Clerk an acceptance of the terms and provisions hereof; provided, however, that if such acceptance be not so filed with said period of ninety (90) days, all rights, privileges, and authority herein granted shall become null and void.

SECTION 4. This Ordinance and non-exclusive Franchise, upon its enactment and its acceptance by Company, as hereinbefore provided, shall continue and remain in full force and effect for a period of twenty (20) years from the approval.

SECTION 5. The rights, privileges and authority hereby granted shall inure to and be vested in Company, its successors and assigns, successively, subject to all the terms, provisions and conditions herein contained, and each of the obligations hereby imposed upon Company shall devolve and be binding upon its successors and assigns, successively, in the same manner.

SECTION 6. All ordinances and parts of ordinances in conflict with this Ordinance or with any of its provisions are, to the extent of such conflict, hereby repealed.

SECTION 7. This Ordinance shall not relieve Company of the obligation to comply with any ordinance now existing in the City or enacted in the future requiring Company to obtain written permits or other approval from the City prior to commencement of construction of

facilities within the streets thereof, except Company shall not be required to obtain permits or other approval from the City for the maintenance and repair of its facilities.

SECTION 8. If any provision of this Ordinance or the application of such provision to circumstances, shall be held invalid, the remainder of this Ordinance, or the application of such provision to circumstances other than those as to which it is held invalid, shall not be affected thereby.

SECTION 9. This Ordinance shall take effect and the rights, privileges and authority hereby granted shall vest in Company upon its filing of an acceptance with the City Clerk according to its terms prescribed herein and as provided for in Section 3. The Ordinance shall be subject to approval or disapproval of the voters of this City only upon the terms and conditions as provided in Mo. Rev. Stat. §88.251. If the City Clerk does not receive within thirty (30) days after the passing of this ordinance, a petition sufficient in form and signed by the requisite number of voters, it shall be a valid and binding non-exclusive franchise of the City upon the filing of an acceptance by the Company according to the terms prescribed herein.

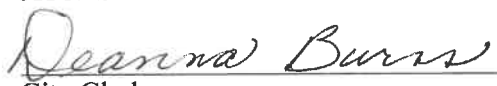
SECTION 10. GTech Fiber, LLC will comply with all applicable Planning, Zoning, height, setback and other restrictions as regulated by the City and obtain from the City all applicable licenses and permits as mandated by ordinance or code.

First read this 12 day of September, 2022.

Second read and final passage this 12 day of September, 2022

  
Mayor

ATTEST:

  
City Clerk

STATE OF MISSOURI     )  
  ) ss.  
COUNTY OF PULASKI     )

I, Deanna Burns, the City Clerk within and for the City of Dixon, in the County of Pulaski, in the State of Missouri, do hereby certify that the foregoing constitutes a full, true and correct copy of Ordinance 615, of the City of Dixon as passed by the Board of Aldermen and approved by the Mayor on this 12<sup>th</sup> day of September, 2022, as

fully as the same appears of record in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Dixon, Missouri at my office in the City of Dixon, this 13<sup>th</sup> day of September 2022.

Deanna Burns  
City Clerk



BILL # 2022-0016

ORDINANCE NO. 616

**ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT  
WITH GENERAL CODE FOR eCode360 Upgrades**

WHEREAS the City of Dixon has recently re-codified its code, and utilized the services of General Code to do so;

WHEREAS the City's Code is available online; and

WHEREAS there are additional features available to the City, and the City believes those features would be beneficial.

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

SECTION 1: The eCode 360 Upgrade Proposal attached hereto 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 City's Budget for the Fiscal Year 2022-2023 is hereby amended to include a line item for "General Code" in the amount of \$1195.00.

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 3 DAY OF October, 2022.

APPROVED:

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

ATTEST:

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



## *eCode360* Upgrade Proposal

PREPARED FOR:

City of Dixon, Missouri

PREPARED BY:

**SUSAN LANE**

CODIFICATION ACCOUNT MANAGER

[slane@generalcode.com](mailto:slane@generalcode.com)

314-603-6405

1-800-836-8834 extension 496

DATE:

September 29, 2022

(Valid for 60 days)



## eCode360 Upgrade

General Code® is pleased to present the City of Dixon with this proposal to upgrade your eCode360 site from Lite to Premium.

Your eCode360 Lite site currently includes the following features:

<b>New Laws</b>	Between regular Code supplements, <i>General Code</i> will temporarily post PDF copies of new legislation to your online Code
<b>Custom Settings for Admin Users</b>	Control the look of your eCode360 by selecting custom colors and accents, and uploading a custom banner or photo
<b>Easy and Flexible Searching</b>	Search by key words, phrases, section numbers and more
<b>Electronic Index</b>	A comprehensive list of key words and phrases to speed searching
<b>Dynamic Table of Contents</b>	Users can find the information they need and see their current location with a table of contents that moves as users browse
<b>Email or Share Links</b>	Email a link to a specific Code section or share via social media
<b>Printing</b>	Print with user-friendly functionality and a variety of user options
<b>Bookmarking Searches</b>	Save "favorites" to quickly return to sections of the Code
<b>Archive View</b>	View a permanent archive of your Code, updated with each supplement
<b>"Sticky" Table Headers</b>	Table headers remain stationary as you scroll
<b>Translate</b>	Users can view your Code in more than 100 additional languages
<b>eCode360 Search App</b>	Use your mobile device to search your Code

By upgrading to Premium eCode360 the City will have access to the above features plus:

<b>Linked New Laws</b>	As new legislation is posted, we will add links from the New Laws section of eCode360 to the affected Code chapters or articles
<b>Public and Private Notes</b>	Create personalized links and annotations within the Code
<b>Multicode Search</b>	Search across multiple Codes by municipality, geographic region, government type or population to find sample legislation or other Code content for zoning use, legal cases or historical research
<b>Download to Word</b>	Administrative users can download Code text to a Microsoft Word document to edit and track changes when drafting new legislation
<b>Download to PDF</b>	Public users can directly download Code text to a PDF document
<b>New Laws Indicator</b>	Code Change Indicators help users identify sections of your Code that have been changed and provide links to the new legislation
<b>Advanced Search</b>	Search across the Code, Public Documents, New Laws and Notes using an intuitive query tool and filtering system to quickly pinpoint the most relevant information
<b>Customizable Titles</b>	Administrative users can add customized titles and comments to your legislation in New Laws
<b>eAlert</b>	Public users can sign up to receive notifications of changes in the Code
<b>PubDocs Module</b>	Post non-Code documents along with your online Code

## Project Investment

\$1,195

*Includes setup and first Premium eCode360 annual Maintenance of \$1,195*

The annual maintenance fee billing date will remain December 1, for each year the City utilizes *General Code's* online service.

## Payment Terms

100% will be invoiced upon delivery

## Project Authorization

The City of Dixon, Pulaski County, Missouri, hereby agrees to the procedures outlined above, and to *General Code's* Codification Terms and Conditions, which are available at <http://www.generalcode.com/terms-and-conditions-documents/>.

Signature



Date

10-5-22

This document serves both as a proposal and as an agreement. To accept this proposal and delegate authority to *General Code* to administer the codification project, please sign, scan and email this page to [contracts@generalcode.com](mailto:contracts@generalcode.com), or fax or mail this page to *General Code* at (585) 328-8189 • 781 Elmgrove Road • Rochester, NY 14624.

A Member of the ICC Family of Solutions



BILL NO. 2022-0017

ORDINANCE NO. 617

**ORDINANCE CHANGING THE NAME OF A STREET KNOWN AS NORTH OAK LANE TO QC LANE**

**WHEREAS**, the Board of Alderman of the City of Dixon, Missouri have determined that is would be in the best interest of the City to change the name of NORTH OAK LANE to QC LANE

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

**Section 1.** The street known as North Oak Lane in the City of Dixon, Missouri shall be known as QC Lane.

**Section 2.** This ordinance shall be in full force and effect from and after the date of its passage and approval.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON, MISSOURI ON THIS 5<sup>th</sup> DAY OF December, 2022.

  
MIKE NULL, MAYOR

ATTEST:

  
CITY CLERK

(City Seal)

BILL NO. 2023-0018

ORDINANCE No. 618

**AN ORDINANCE OF THE CITY OF DIXON ESTABLISHING A REQUIREMENT FOR PERMITS FOR ANY EXCAVATION AND DIGGING DONE WITHIN THE CITY LIMITS AND SETTING THE COST OF THE PERMIT**

WHEREAS there is frequent construction and excavation occurring within the city limits of Dixon; and

WHEREAS the Board of Aldermen finds it to be in the best interests of the City of Dixon to require a permit for such construction and excavation.

**NOW BE IT ORDAINED BY THE BOARD OF ALDERMEN FOR THE CITY OF DIXON:**

**SECTION 1:** A permit shall be required for any construction, excavation, or digging of holes within the city of Dixon for any projects, residential or commercial, that requires compliance with the Underground Facility Safety and Damage Prevention Act, RSMO. 319.010 et seq.

**SECTION 2:** Permit Applications shall be available at City Hall. Applications shall be submitted with appropriate documentation and the permit fee at a minimum three business days before any construction or excavation occurs.

**SECTION 3:** The fee for such permit shall be \$25.00.

**SECTION 4:** Permits may be approved by the maintenance supervisor or mayor. If a permit application is not approved, the applicant may appeal the denial to the Board of Aldermen.

**SECTION 5:** Violation of this ordinance shall be punishable by a fine up to \$250.00.

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

READ TWO TIMES AND PASSED THIS \_\_\_\_ DAY OF JANUARY 2023

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON, MISSOURI, AND APPROVED THIS 9<sup>th</sup> DAY OF January, 2023.

APPROVED:

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

ATTEST:

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

ORDINANCE No. 619

BILL No. 2023-0019

**AN ORDINANCE CHANGING AND SETTING THE DEPOSIT AMOUNTS FOR THE  
RESIDENTIAL AND COMMERCIAL WATER CUSTOMERS OF  
THE CITY OF DIXON.**

WHEREAS the City of Dixon is a city of the fourth class;

WHEREAS the City of Dixon owns and operates a water and sewer system;

WHEREAS the deposits currently being made for new water and sewer customers often do not cover the remaining balances upon closing of accounts;

WHEREAS the Board of Alderman of the City of Dixon believes it is necessary to raise the deposit rates.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON:

**Section 1:** The existing Dixon City Code § 700.015 is hereby repealed and replaced with the following language:

Section 700.015 Deposit –Meter. Each residential, commercial, or industrial applicant for a water meter who owns the real estate where they are applying for services at will be required to deposit with the City \$100.00. Each residential, commercial, or industrial applicant for a water meter who does not own the real estate for which they are applying for services will be required to deposit with the City the amount of \$275.00. Upon request for termination of service, the amount so deposited will be returned to the depositor, provided all water, sewerage, and trash charges due the City are currently paid in full. If there are water, sewerage, or trash fees due the City, the amount of such fees will be first deducted from the deposit and the balance thereof, if any, returned to the depositor upon termination of service.

**Section 2:** No current water and sewer customers shall be required to make any additional deposits. Any current deposits shall continue to be held until termination of service and those funds shall be utilized as set out in Section 1.

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

READ TWO TIME AND PASSED THIS 2 DAY OF MAY 2023

APPROVED:



Mike Null, Mayor, City of Dixon, Missouri

ATTEST:

  
Deanna Burns, Acting City Clerk

**AN ORDINANCE OF THE CITY OF DIXON ADOPTING THE  
INTERNATIONAL BUILDING CODE, 2006 EDITION**

**WHEREAS the City of Dixon is a Fourth Class City in the State of Missouri; and**

**WHEREAS the Board of Aldermen for the City of Dixon believes it would be in the best interests of the City to Adopt a Building Code; and**

**WHEREAS the Board of Aldermen believes it will promote the health, safety, and welfare of the City.**

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

**Section 1:** A certain document which is on file in the office of the City Clerk of the City of Dixon, being marked and designated as the *International Building Code*, 2006 edition, as published by the International Code Council, be and is hereby adopted as the Building Code of the City of Dixon in the State of Missouri; for regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees therefor; and each and all of the regulations, provisions, penalties, conditions and terms of said Building Code on file in the office of the City Clerk of the City of Dixon are hereby referred to, adopted and made a part hereof, as if fully set out in this Article, with the additions, insertions, deletions and changes, if any, prescribed in Section 3 of this ordinance.

**Section 2:** All other ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

**Section 3:**

The following Sections of the International Building Code adopted are hereby revised:

*Section 101.1.* Insert: City of Dixon.

*Section 1612.3.* Insert: City of Dixon.

Section 1612.3. Insert: date of issuance.

Section 3410.2. Insert: date of passage

**Section 4:**

That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Alderman of the City of Dixon hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsection, sentences, clauses and phrases be declared unconstitutional.

**Section 5:** The cost of any permit required under the code shall be \$25.00.

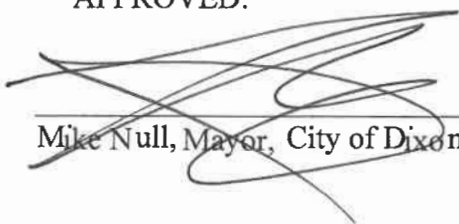
**Section 6:** Any person who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, construct, alter or repair a building or structure in violation of an approved plan of or directive of the Code Official, or of a permit or certificate issued under the provision of this code, shall be guilty of a misdemeanor, punishable by a fine of not more than five hundred dollars (\$500.00) or by imprisonment not exceeding ninety (90) days, or both such fine and imprisonment. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

**Section 7:** This ordinance shall be in full force and effect from the date of its passage.

READ TWO TIME AND PASSED THIS 10<sup>th</sup> DAY OF APRIL 2023

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI, AND APPROVED THIS 10<sup>th</sup> DAY OF April, 2023.

APPROVED:

  
Mike Null, Mayor, City of Dixon, Missouri

ATTEST:

  
Deanna Burns, Acting City Clerk



ORDINANCE NO. 621

Bill No. 2023-0021

ORDINANCE AUTHORIZING PURCHASE OF REAL ESTATE AND DIRECTING  
THE MAYOR TO EXECUTE A CONTRACT FOR THE PURCHASE OF 300 S. ELLEN  
STREET IN DIXON MISSOURI

WHEREAS the City has been offered the opportunity to purchase real estate located within the boundaries of the City of Dixon; and

WHEREAS the Board of Alderman of the City of Dixon finds that it would be beneficial to the City of Dixon to purchase said real estate.

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


SECTION 1: The Contract attached hereto as Exhibit A, providing for the purchase of the real estate located at 300 S. Ellen Street, Dixon, Missouri is hereby approved, and made a part hereof.

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

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 1 DAY OF May, 2023.

APPROVED:

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

ATTEST:

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

EXHIBIT A

CONTRACT FOR SALE OF REAL ESTATE

The City of Dixon, a municipal corporation organized under the laws of the State of Missouri (hereinafter "Buyers" or "City of Dixon") and Kerry Rowden and Wendy Rowden, Husband and Wife, (hereinafter "Sellers"), agree as follows:

1. This contract is for the purchase of real estate located at 300 South Ellen, Dixon, Pulaski County, Missouri 65459. The legal description of said real estate is

All of Lot 1 in Block 24 of the Original Town (now City) of Dixon, Pulaski County, Missouri; Except the South 90 feet of said Lot 1. Subject to any easements of record.

2. Buyers agree to purchase the real estate described herein along with all improvements and fixtures thereon from Sellers for the total purchase price of \$21,000.00 which shall be due and payable at the time of delivery of a warranty deed.

3. Sellers agree to prepare and Deliver to the Buyers a Warranty Deed conveying the real estate to Buyers.

4. Buyers and Sellers agree that the real estate is being sold as is.

5. Sellers represent that there are no liens or encumbrances on the real estate, and that title will be delivered free and clear from any liens or encumbrances in fee simple.

6. Sellers represent that there is currently a renter in the real estate who is in possession of the real estate under an expired lease, and therefore the term is a month-to-month lease. Sellers represent that they have given notice to vacate by May 31, 2023 to the renter. Sellers assign all rights and causes of action regarding the lease to Buyers, including but not limited to future rents and any claims for damages to the real estate.

7. Sellers and Buyers agree that Buyers will be responsible for any costs associated with the eviction. Sellers will assist in the eviction by providing any necessary documentation of notice to vacate.

8. Buyers shall have immediate possession of the real estate upon payment of their obligations under this contract.

9. Sellers understand that this contract is subject to approval of Board of Alderman of the City of Dixon, and a vote will be held during the next regularly scheduled meeting of the Board of Alderman on May 1, 2023.

10. If approved by the City of Dixon, Buyers and Sellers agree to schedule a closing with seven days.

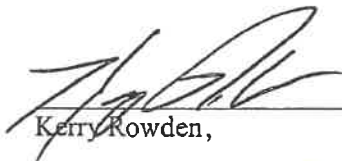
11. Time is of the essence to Sellers.

12. This Contract embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement.

13. This Contract may only be modified in writing by both parties.

14. This Agreement embodies and constitutes the entire understanding between the parties with respect to the transactions contemplated herein. All prior or contemporaneous agreements, understandings, representations, oral or written, are merged into this Agreement.

Sellers:

 4/27/23  
Kerry Rowden, Date

 4/27/23  
Wendy Rowden, Date

Buyers:

 5-1-23  
Mayor Mike Null, Date

 5/1/2023  
Attest: City Clerk

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

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 approved this 12 day of June, 2023



Mike Null, Mayor



Deanna Burns  
City Clerk

**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.

ORDINANCE NO. 623

Bill No. 2023-0023

ORDINANCE AUTHORIZING THE MAYOR OF DIXON TO EXECUTE TASK  
ORDER #4 OF THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS

WHEREAS the City of Dixon is in the process of implementing improvements to its wastewater treatment facility; and

WHEREAS TASK ORDER #4 is required to proceed with those improvements; and

WHEREAS the City has engaged the engineering services of the Archer Elgin.

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

SECTION 1: Task Order #4 which is attached hereto is hereby approved, and made a part hereof.

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

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 12 DAY OF June, 2023.

APPROVED:

  
Mayor, City of Dixon, Missouri

ATTEST:

  
City Clerk

**City of Dixon, Missouri**

**Wastewater Treatment Facility Improvements**

**TASK ORDER NO. 4**

This Task Order pertains to an Agreement by and between the 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 Treatment Facility Improvements

**PART 1.0 PROJECT DESCRIPTION:**

The scope of WWTF improvements shall be divided into three separate phases. The improvement phases shall correspond to the improvements identified in the Facility Plan dated July 2022 that was submitted for Missouri SRF funding in February 2023. It is anticipated that Phase 1 will be funded with ARPA funds and supplemented with local funds. Phase 2 will be funded with SRF funding and potentially CDBG grant. Phase 3 funding has not yet been identified.

Phase 1 shall include a new aerobic digester structure and equipment.

Phase 2 shall include a new influent screening structure, intermediate pump station, dry weather UV disinfection, wet weather PAA disinfection and a wet weather pump station.

Phase 3 shall include new grit removal structure, secondary clarifier equipment replacement and RAS/WAS pump station rehabilitation.

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

**A. DESIGN PHASE**

Upon authorization to proceed by OWNER, the ENGINEER will prepare plans and specifications showing the general scope, extent, and character of the improvements listed above. In addition, ENGINEER will furnish Instructions to Bidders, Contract Documents, and other forms and items of information necessary for seeking competitive Bids. Contract forms and bonds shall be submitted to OWNER’s legal counsel for review.

The plans and specifications will be submitted to all required regulatory agencies for their approval and such alterations made as they may require. The

plans and specifications will also be submitted to any other agency, which might be involved in the financing of the project. Five complete sets of bid documents will be provided for OWNER'S use. Additional copies can be provided in accordance with the schedule of rates.

The design phase will be completed within 365 calendar days from the date of authorization to proceed by OWNER, subject to increases due to delays beyond ENGINEER's control.

The ENGINEER will advise OWNER of the design progress at least monthly, advising OWNER of any adjustments to the opinion of probable construction costs.

#### B. BIDDING PHASE SERVICES

ENGINEER shall perform Bidding Phase Engineering as follows:

Provide assistance in obtaining bids, answering questions, and preparing addendums during the bid letting, hold pre-bid meeting and site tour, open, review and tabulate bids, consult OWNER as to the acceptability of subcontractors proposed by the prime contractor(s), evaluation of bids and recommendation of award, and assembling and awarding contracts.

#### C. CONSTRUCTION PHASE

ENGINEER shall perform Construction Phase Engineering as follows:

1. Construction Administration – ENGINEER shall: Draft and issue Notice of Award and Notice to Proceed documents, hold pre-construction conference, review Contractor submittals and shop drawings, provide contract document interpretation and response to requests for clarification, provide assistance to OWNER for equipment and materials procurement, hold monthly progress meetings, review contractor's schedule and work progress, review monthly pay applications, assist with grant reimbursements, observe and record construction startup and testing, review Contractor closeout documents, review final operations and maintenance manuals, and draft and execute project change orders.
2. Construction Observation – ENGINEER shall: conduct construction observations at least once per week for the duration of the construction contract.

#### D. SURVEY, EASEMENTS, & ADDITIONAL CONSTRUCTION SERVICES

ENGINEER shall provide any topographic surveying necessary to perform the design services.

Drawings Conforming to Construction Records - This includes the preparation of final drawings conforming to construction records and providing two sets to the OWNER after completion of the project.

Preparation of operation and maintenance manuals

Construction Staking – ENGINEER shall provide one-time construction staking and layout of the proposed structures and alignments necessary for the Contractor to construct the improvements.

The ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBE's) are utilized when possible as sources of supplies, equipment, construction, and services as required by 2 CFR 200.321.

#### DELIVERABLES

1. Engineer Sealed Plans, Specifications, and Bidding Documents and all Change Orders for the above scope of improvements. (One stamped hard copy and one stamped electronic PDF copy are to be submitted to MDNR for approval)

Assumptions for this study include:

- This study will consider and build on the information presented in the applicable prior studies, construction documents, and reports.
- No geotechnical sampling, analyses, or studies will be conducted as part of this study. For costing purposes, all new structures will be assumed to require foundations similar in size and spacing to existing structures.
- No sample collection or lab analysis. If required, City will be responsible for sample collection and lab analysis.
- No flow monitoring is included in the scope of services and if required, will be provided as an additional scope and fee item.

#### PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement.

- B. Provide all criteria and full information as to OWNER's requirements for the Project, including design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to the design or construction of the project.
- D. Arrange for access for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- E. OWNER agrees to indemnify, defend, and hold harmless ENGINEER and employees from and against all claims, losses, damages, cause of action, suits, liability, or every kind including all expenses of litigation, cost to cure, court costs, and attorney fees resulting from inaccurate or insufficient information, data, or instructions provided by the OWNER, employees, ENGINEER, or agents.

Owner shall furnish the following information:

- 1. Make available the data listed above.
- 2. Future growth projections from prior "planning" documents (confirm this is available).
- 3. Prior engineering reports, soils reports, and record drawings.
- 4. Equipment O&M manuals – we will review these at the WWTP and make copies as needed.

#### PART 4.0 PERIODS OF SERVICE:

Design to be complete and submitted to permitting authorities within 365 calendar days. Bidding Phase Services to be completed within 90 calendar days. Construction Phase Services to be completed within 550 calendar days. All periods subject increase due to delays beyond the Engineer's control.

#### PART 5.0 PAYMENTS TO ENGINEER:

##### A. BASIC SERVICES

- 1. The OWNER shall compensate the ENGINEER for the tasks specified on a lump sum basis plus reimbursable expenses in the amounts and in the manner stated below:

	<u>Phase 1</u>	<u>Phase 2&amp;3</u>
A - Design Phase	\$ 118,000.00	\$ 690,000.00
B – Bidding	\$ 18,000.00	\$ 25,000.00
C – Construction Phase Engineering	\$ 50,000.00	\$ 494,000.00
D – Operation & Maintenance Manuals	\$ 5,000.00	\$ 20,000.00
E – Drawings Conforming to Const Records	<u>\$ 5,000.00</u>	<u>\$ 18,000.00</u>
Total =	\$ 196,000.00	\$ 1,247,000.00

Tasks B – E shall only apply to Phase 1 and 2. The above fees shall not be exceeded except by contract amendment.

**B. PAYMENTS TO ENGINEER**

Invoices will be submitted to OWNER by ENGINEER monthly based on a percent completion as determined by ENGINEER. Invoice will be due and payable upon receipt; the OWNER agrees to render all payments within thirty days of receipt of invoices. The OWNER shall make payment in accordance with section 8.960, RSMo.

**PART 6.0 ADDITIONAL SERVICES:**

In addition to the described basic services, the following services will be provided at additional cost, but ONLY UPON PRIOR WRITTEN APPROVAL OF THE OWNER.

- A. Specialized geotechnical, soils, hydraulic, or other additional engineering studies recommended by the ENGINEER.
- B. Preparation of environmental impact statements, Cultural Resource Assessments, or other documents not included under Basic Services.
- C. Services resulting from a significant change in the general scope, extent, or character of the Project or its design due to causes beyond ENGINEERS' control.
- D. Providing renderings or models for OWNER's use.
- E. Investigations and studies involving detailed consideration of operations, maintenance, and overhead expenses, providing value engineering during the course of design, or the preparation of rate schedules and appraisals, unless specifically included under Basic Services.
- F. Services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated under Basic Services.
- G. Providing property surveys, staking to enable Contractor(s) to proceed with their work, and other special field surveys, unless included under Basic Services.
- H. Preparation of operation and maintenance manuals unless included in Basic Services.

- I. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project.
- J. Extra cost for contract administration and resident project representation performed beyond the construction contract completion date specified in the construction contract documents.
- K. Additional services in connection with the Project not otherwise provided for in this Agreement.

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

This Agreement is executed this 12th day of June, 2023

City of Dixon, Missouri  
"OWNER"

BY:

NAME: Mike Null

TITLE: Mayor

ADDRESS: 303 S. Elm Street  
Dixon, MO 65459

CM Archer Group, P.C.  
"ENGINEER"

BY:

NAME: Jeff Meadows, P.E.

TITLE: President

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



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 2023.

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 2023, upon all real estate, personal and mixed property taxable within the City of Dixon, Missouri, at the rate of 1.1071 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.....	0.4711
TOTAL.....	1.1071

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 2023.

**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 shall be in full force from the date of its passage.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI ON THIS 7<sup>th</sup>, DAY OF August, 2023

  
City Clerk

  
Mike Null, Mayor

ORDINANCE NO. 625

Bill No. 2023-0025

**ORDINANCE AUTHORIZING THE MAYOR OF DIXON TO ENTER INTO A  
CONTRACT WITH REESE EQUIPMENT COMPANY, LLC ON BEHALF OF THE  
CITY OF DIXON**

WHEREAS the City of Dixon requested bids for the demolition of a building located at 300 South Ellen Street; and

WHEREAS Reese Equipment Company had the lowest and best bid; and

WHEREAS the City previously voted to accept said bid.

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

SECTION 1: The Contract which is attached hereto is hereby approved, and made a part hereof.

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

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 29<sup>th</sup> DAY OF August, 2023.

APPROVED:

  
Mayor, City of Dixon, Missouri

ATTEST:

  
City Clerk

## CONTRACT

This Contract (the "Contract") is made as of 29<sup>th</sup> day of August, 2023 (the "Effective Date") by and between City of Dixon, a Municipal Corporation and Reese Equipment Company, LLC of Dixon, Missouri.

**Reese Equipment Company, LLC** desires to provide services for demolition and abatement of 300 S. Ellen Street, Dixon, MO.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** **Reese Equipment Company, LLC** will provide to **City of Dixon** the following services (collectively, the "Services"):
  - *Refer to attached bid dated May 18, 2023 attached hereto and incorporated herein by reference as though fully set forth herein.*
2. **SCOPE OF WORK.** **Reese Equipment Company, LLC** will provide services for the demolition of 300 S. Ellen Street, Dixon, Missouri, hereinafter referred to as ("Worksite").
3. **PLANS, SPECIFICATIONS AND CONSTRUCTION DOCUMENTS**  
**City of Dixon** will make available to **Reese Equipment Company, LLC** all existing plans, specification, drawings, blueprints, and similar construction documents.
4. **COMPLIANCE WITH LAWS.** **Reese Equipment Company, LLC** shall provide the Services in a workmanlike manner, and in compliance with all applicable federal, state and local laws and regulations, including, but not limited to all provisions of the Fair Labor Standards Act, the Americans with Disabilities Act, and the Federal Family and Medical Leave Act.
5. **WORKSITE.** **Reese Equipment Company, LLC** warrants that **City of Dixon** is authorized to enter into this contract. Prior to the start of the demolition, **City of Dixon** shall provide an easily accessible site, and in which the boundaries of 300 S. Ellen Street, property will be clearly identified by stakes at all corners of the property. **Reese Equipment Company, LLC** shall maintain these stakes in proper position throughout construction.
6. **PAYMENT.** Payment shall be made to **Reese Equipment Company, LLC** for the services described in this contract as follows:  
**\$6700.00.**
7. **TERM.** **Reese Equipment Company, LLC** shall complete the work described herein within 30.
8. **CHANGE ORDER.** **City of Dixon**, or any allowed person, e.g. lender, public body, or inspector, may make changes to the scope of work from time to time during the term of this Contract. However, any such change or modification shall only be made in a written "Change Order" which is signed and dated by both parties. Such Change Orders shall become part of this Contract. **City of Dixon** agrees to pay any increase in the cost of the Construction work as a result of any written, dated and signed Change Order. In the

event of the cost of a Change Order is not known at the time a Change Order is executed, **Reese Equipment Company, LLC** shall estimate the cost thereof and **City of Dixon** shall pay the actual cost whether or not this cost is in excess of the estimated cost.

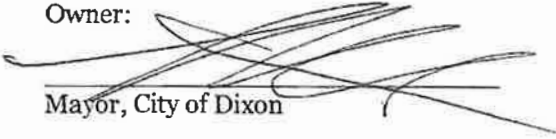
9. **PERMITS.** **City of Dixon** shall obtain all necessary permits (any city, state or federal permits and fees. **City of Dixon** shall apply for and obtain any other necessary permits and licenses required by the local municipal/county government to do the work. **Reese Equipment Company, LLC** shall obtain NESHAP permits from Department of Natural Resources (DNR) for the Abatement and Demolition.
10. **INSURANCE.** Before work begins under this Contract, **Reese Equipment Company, LLC** shall furnish certificates of insurance to **City of Dixon** substantiating that **Reese Equipment Company, LLC** has placed in force valid insurance covering its full liability under the Worker's Compensation laws of the State of Missouri (aggregate \$1,000,000) and shall furnish and maintain general liability insurance (aggregate \$2,000,000).
11. **WARRANTY.** **Reese Equipment Company, LLC** shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing services which meet generally acceptable standards in the community and region, and will provide a standard of care equal to, or superior to.
12. **FREE ACCESS TO WORKSITE.** **City of Dixon** will allow free access to work areas for workers and vehicles and will allow areas for storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. **Reese Equipment Company, LLC** will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. **Reese Equipment Company, LLC** also agrees to keep the Worksite clean and orderly and to remove all debris as needed during the hours of work in order to maintain work conditions which do not cause health or safety hazards.
13. **INSPECTION.** **City of Dixon** shall have the right to inspect all work performed under this Contract. All defects and uncompleted items shall be reported immediately. All work that needs to be inspected or tested and certified by an engineer as a condition of any government department or other state agency, or inspected and certified by the local health officer, shall be done at each necessary stage of construction and before further construction can continue. All inspection and certification will be done at owner's expense.
14. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:
  - a. The failure of **City of Dixon** to make a required payment when due.
  - b. The insolvency of either party or if either party shall, either voluntarily or involuntarily, become a debtor of or seek protection under the Title 11 of the United States Bankruptcy Code.
  - c. A lawsuit is brought on any claim, seizure, lien or levy for labor performed or materials used on or furnished to the project by either party, or there is a general assignment for the benefit of creditors, application or sale for or by any creditor or government agency brought against either party.

- d. The failure of **City of Dixon** to make the site available or the failure of **Reese Equipment Company, LLC** to deliver the Services in time and manner provided for in the Contract.
15. **REMEDIES.** In addition to any and all other rights a party may have available according to laws of the State of Missouri, if a party defaults by failing to substantially perform and provision, term or condition of the Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 15 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 15 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.
16. **FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military of civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes or non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or cease. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
17. **ARBITRATION.** Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled by arbitration administered by an Arbitrator agreed upon by both parties in accordance with its Commercial Arbitration Rules (including the Optional Rules for Emergency Measures of Protection), and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. During any arbitration proceedings related to this Contract, the parties shall continue to perform their respective obligations under this Contract. In the event arbitration is necessary, each party shall be solely responsible for its attorney fees and cost.
18. **ENTIRE CONTRACT.** This Contract contains the entire Contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. Any amendments must be in writing and signed by each party. This Contract supersedes any prior written or oral agreements between parties.
19. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and

enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

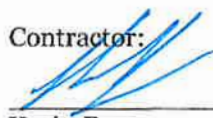
20. **AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by each party.
21. **GOVERNING LAW.** This Contract shall be construed in accordance with, and governed by the laws of the State of Missouri, without regard to any choice of law provisions of Missouri or any other jurisdiction.
22. **NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.
23. **WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
24. **SIGNATORIES.** This Contract shall be signed on behalf of **Reese Equipment Company, LLC** and on behalf of **City of Dixon**, and shall be effective as of the date first written above.

Owner:


  
Mayor, City of Dixon

Address: PO Box 177  
Dixon, MO 65459  
Phone: 573-917-4507

Contractor:

  
Kevin Reese  
Reese Equipment Company, LLC

Address: 16400 N Hwy 133  
Dixon, MO 65459  
Phone: 573-774-0485

 Allowed up to \$12,000 total price for asbestos and gravel.



May 18, 2023

City of Dixon  
303 S. Elm  
PO Bo 177  
Dixon, MO 65459

RE: BID FOR DEMOLITION & REMOVAL OF 300 S. ELLEN, DIXON

Bid includes the following:

- DNR NESHAP filing fee
- Labor & machine time for demo of home
- Labor & machine time to clean up debris
- Hauling fees to an approved landfill

Bid DOES NOT include the following:

- Asbestos report
- Removal of any asbestos found once report has been obtained
- DNR NESHAP filing fee if asbestos is found

**Total: \$6,700.00**

***NOTE: ASBESTOS REPORT WILL NEED TO BE OBTAINED AND REVIEWED. THIS REPORT HAS TO BE FILED ALONG WITH THE DNR NESHAP FILING, SINCE IT IS OWNED BY A CITY ENTITY. IF ASBESTOS IS FOUND, IT WILL HAVE TO BE REMOVED PRIOR TO DEMOLITION.***

Melinda L. Reese  
Digitally signed by Melinda L. Reese  
Date: 2023.05.18 10:06:35 -05'00'

Melinda Reese, Office Manager

May 18, 2023

Date

Reese Equipment Company, LLC - 16400 N. Hwy 133, Dixon MO 65459  
PH: (573)759-7677 Fax: (573)759-3096  
Email: [reeseeq@yahoo.com](mailto:reeseeq@yahoo.com)

Bill Number 2023-0026

Ordinance Number 626

**AN ORDINANCE ELECTING THAT CITY ORDINANCE VIOLATIONS BE HEARD BY A PULASKI COUNTY CIRCUIT COURT AND TERMINATING THE CITY MUNICIPAL COURT**

**WHEREAS** the City of Dixon is a city of the fourth class, and currently has a municipal court; and

**WHEREAS** the City has the Board of Alderman has determined that it would be beneficial to have its ordinance violations heard in the Circuit Court of Pulaski County.

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

**SECTION 1.** The City of Dixon presently has a municipal court which is adjudicating its city ordinance violations.

**SECTION 2.** Pursuant to Section 479.040 RSMo., the City is electing to have its ordinance violations heard and determined by the Pulaski County Circuit Court.

**SECTION 3.** The Mayor shall notify the Chief Judge of the 25th Judicial Circuit in writing of the City of Dixon's election to have its city ordinance violations heard by an Associate Circuit Court judge.

**SECTION 4.** Pursuant to Section 479.040 RSMo., this transfer of judicial duties will take effect 6 months after the Chief Judge of the 25th Judicial Circuit receives notice from the Mayor, or sooner if consented to by the Presiding judge or Associate judge as allowed by RSMo. 479.040.2.

**SECTION 5.** This ordinance shall be in full force and effect from its date of passage and approval.

**IT IS SO ORDAINED:**

  
MAYOR MIKE NULL

*July 10, 2023*

**ATTEST**

  
City Clerk

*July 10, 2023*



**ROLL CALL VOTE****Yes      No****First Reading**

<b>Alderman Michal Gunther</b>	<u>✓</u>	<u>    </u>
<b>Alderman Stacey Yoakum</b>	<u>✓</u>	<u>    </u>
<b>Alderman Trevor Warnol</b>	<u>✓</u>	<u>    </u>
<b>Alderman Mary Wiles</b>	<u>✓</u>	<u>    </u>
<b>Alderman Anthony Campbell</b>	<u>    </u>	<u>✓</u>

**SECOND READING  
ROLL CALL VOTE****Yes      No**

<b>Alderman Michal Gunther</b>	<u>✓</u>	<u>    </u>
<b>Alderman Stacey Yoakum</b>	<u>✓</u>	<u>    </u>
<b>Alderman Trevor Warnol</b>	<u>✓</u>	<u>    </u>
<b>Alderman Mary Wiles</b>	<u>✓</u>	<u>    </u>
<b>Alderman Anthony Campbell</b>	<u>    </u>	<u>✓</u>

**MOTION TO APPROVE  
ROLL CALL VOTE****Yes      No**

<b>Alderman Michal Gunther</b>	<u>✓</u>	<u>    </u>
<b>Alderman Stacey Yoakum</b>	<u>✓</u>	<u>    </u>
<b>Alderman Trevor Warnol</b>	<u>✓</u>	<u>    </u>
<b>Alderman Mary Wiles</b>	<u>✓</u>	<u>    </u>
<b>Alderman Anthony Campbell</b>	<u>    </u>	<u>✓</u>

# JEFFREY THOMAS

ATTORNEY AT LAW  
jeff@jeffthomasattorney.com

Physical Address:  
700 W. 2<sup>nd</sup> St., Suite C, Rolla, Missouri 65401  
Mailing Address:  
700 W. 2<sup>nd</sup> St., Suite C, Rolla, Missouri 65401  
Telephone: (573) 426-2727

Physical Address:  
1058 Missouri Ave, Ste. 1, St. Robert, MO 65584  
Mailing Address:  
P.O. Box 4076, Waynesville, MO 65583  
Telephone: (573) 336-5574

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July 12, 2023

Presiding Judge of the 25<sup>th</sup> Judicial Circuit  
c/o Julie Fridley, Secretary to the Presiding Judge  
Phelps County Courthouse  
200 N. Main Street  
Rolla, MO 65401

Your Honor,

I am writing on behalf of the Mayor of the City of Dixon pursuant to RSMo. § 479.040.

I have attached Dixon City Ordinance 626 whereby the City of Dixon has elected to have its municipal ordinance violations heard by an Associate Circuit Judge in Pulaski County.

I have also forwarded a copy of this letter and ordinance to Mrs. Rachelle Beasley.

RSMo. § 479.040 calls for these ordinances to begin being heard by the associate judge six months after your notification. If your office or Mrs. Beasley require any assistance from the City to initiate this process, please let me know.

Thank you for your attention in this matter.

Respectfully,



Jeffrey Thomas

Enclosures: Ordinance 626

Cc: Mayor Null, Kathy Smith, municipal court clerk, Deanna Burns, city clerk, Rachelle Beasley, circuit clerk

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ORDINANCE NO. 627

Bill No. 2023-0027

**ORDINANCE AUTHORIZING THE MAYOR OF DIXON TO ENTER INTO A CONTRACT WITH RIDGE TOP INTERNET, LLC ON BEHALF OF THE CITY**

WHEREAS the City of Dixon is in need of Information Technology management services; and

WHEREAS TASK ORDER the City has received a proposal for services from Ridge Top Internet, LLC to provide said services; and

WHEREAS the City believes it is in the best interests of the City to enter into a contract with Ridge Top Internet, LLC.

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

SECTION 1: The Service Agreement which is attached hereto is hereby approved, and made a part hereof.

SECTION 2: The Mayor is authorized to sign said agreement on behalf of the City of Dixon.


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 10 DAY OF July, 2023.

APPROVED:

  
Mayor, City of Dixon, Missouri

ATTEST:

  
City Clerk

## **Service Agreement: RidgeTop Internet, LLC with City of Dixon Missouri**

### **1. Agreement Period**

From 07/01/2023 Until 07/01/25

### **2. Aim of Agreement**

RidgeTop Internet, LLC, hereinafter consultant, will provide comprehensive computer and technical support to the City of Dixon, hereinafter client.

### **3. Parties to the Agreement**

**Mark Mitchell**

RidgeTop Internet, LLC

Mike Null, Mayor

City of Dixon (Authorized Representative)

### **4. Services to be provided**

- a. Up to 2 hours remote support per month
- b. Network health and monitoring software installed at client site(s)
  - i. alerts emailed to RidgeTop Internet for immediate notification/potential remediation
  - ii. monthly examination of network monitoring reports to ensure proper functionality
- c. Backup monitoring and testing
  - i. Includes receipt of backup service email logs and notifications
  - ii. Checking exceptions in logs
  - iii. Monthly verification of backup data
- d. Password auditing
  - i. Includes scan of network credentials to check for policy compliance
  - ii. Documented report of results provided to client, along with recommended course of action, if any, for client's records
- e. Antivirus/Security Endpoint monitoring
  - i. Includes receipt of security software email logs and notifications
  - ii. Checking exceptions in logs
  - iii. Verification of device compliance with network security compliance

**5. Equipment and Materials**

The client is responsible for making purchases and having purchased goods on site and available for consultant for installations and repairs, as required.

The client is responsible for additional services that may be required, such as electrical or data wiring, phone or internet service, etc. consultant does not hire subcontractors for such services, unless previous agreements have been made.

**6. Communication**

- a. Local personnel will communicate as necessary regarding issues covered by the Service Agreement.
- b. Both parties must approve any changes to this agreement.

**7. Terms of Service**

- a. Payment is to be made in full within fifteen days of receipt of invoice.
- b. Upon completion of the term of this Agreement, client will be offered the Agreement for renewal.
- c. Early termination of this Agreement will result in forfeiture of service fees for the remainder of the Agreement terms as stated in Section 1, unless both parties reach a mutual understanding, to be expressed in writing and signed by both parties.

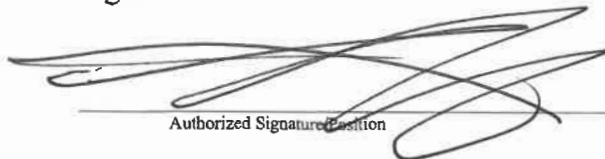
Exception: If after 90 days from initial date of contract, client is not content with consultant's service, contract may be terminated with no fees or penalties.

**8. Schedule of Fees**

- a. Monthly Maintenance Fee: \$ 150.00/mo
- b. Backup Monitoring and Testing: \$25/mo
- c. Password Auditing: \$15/mo
- d. Antivirus Monitoring: \$25/mo
- e. Visit other than monthly two hour remote service: \$60.00 per hour, one hour minimum per instance
- f. At the end of year one (ending 07/01/2024), consultant has option to increase rates by 10% to be discussed with client prior to enactment

Total monthly amount to be paid: \$215

Signatures:



Authorized Signature

7/10/23

Date



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Mark Mitchell, RidgeTop Internet, LLC

07/12/2023

Date

# 2023 ADOPTING ORDINANCE

BILL NO. 2023-0028

ORD. NO. 628

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF THE CITY OF DIXON, COUNTY OF PULASKI, STATE OF MISSOURI; ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY FOR THE VIOLATION THEREOF; 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. Approval, Adoption and Enactment of Code.**

Pursuant to Section 71.943 of the Revised Statutes of Missouri, the codification of ordinances, as set out in Titles I through VII, each inclusive, of the "Code of Ordinances of the City of Dixon, County of Pulaski, State of Missouri," is hereby adopted and enacted as the "Code of Ordinances of the City of Dixon"; which shall supersede all other general and permanent ordinances of the City passed on or before June 12, 2023, to the extent provided in Section 3 hereof.

## **Section 2. When Code Provisions Effective.**

All provisions of such Code shall be in full force and effect from and after the effective date of this ordinance as set forth herein.

## **Section 3. Repeal of Legislation Not Contained in Code; Legislation Saved From Repeal; Matters Not Affected By Repeal.**

A. All ordinances of a general and permanent nature of the City adopted on final passage on or before June 12, 2023, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of this ordinance, except those which may be specifically excepted by separate ordinance, and except the following which are hereby continued in full force and effect, unless specifically repealed by separate ordinance:

1. Ordinances promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bonds or notes of the City or any other evidence of the City's indebtedness, or authorizing any contract or obligation assumed by the City.
2. Ordinances levying taxes or making special assessments.

3. Ordinances appropriating funds or establishing salaries and compensation, and providing for expenses.
  4. Ordinances granting franchises or rights to any person, firm or corporation.
  5. Ordinances relating to the dedication, opening, closing, naming, establishment of grades, improvement, altering, paving, widening or vacating of streets, alleys, sidewalks or public places.
  6. Ordinances authorizing or relating to particular public improvements.
  7. Ordinances respecting the conveyances or acceptance of real property or easements in real property.
  8. Ordinances dedicating, accepting or vacating any plat or subdivision in the City or any part thereof, or providing regulations for the same.
  9. Ordinances annexing property to the City.
  10. All zoning and subdivision ordinances not specifically repealed and not included herein.
  11. Ordinances establishing TIF districts or redevelopment districts.
  12. Ordinances relating to traffic schedules (e.g., stop signs, parking limits, etc.).
  13. All ordinances relating to personnel regulations and policies (e.g., pensions, retirement, job descriptions and insurance, etc.).
  14. Ordinances authorizing the establishment of industrial development corporations.
  15. Ordinances establishing tax rates for the City.
  16. Ordinances regarding Police Department procedures and policies, including procedures on arrest.
  17. Ordinances regarding conflicts of interest and disclosure reports.
- B. The repeal provided for in this Section shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.
- C. The repeal provided for in this Section 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.



#### **Section 4. Amendments To Code.**

Any and all additions and amendments to such Code when passed in such form as to indicate the intention of the Board of Aldermen to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances of the City of Dixon" shall be understood and intended to include such additions and amendments.

#### **Section 5. Violations and Penalties.**

- A. Whenever in this Code or any other ordinance of the City, or in any rule, regulation, notice or order promulgated by any officer or agency of the City under authority duly vested in him/her or it, any act is prohibited or is declared to be unlawful or an offense, misdemeanor or ordinance violation or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, misdemeanor or ordinance violation, and no specific penalty is provided for the violation thereof, upon conviction of a violation of any such provision of this Code or of any such ordinance, rule, regulation, notice or order, the violator shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the City or County Jail not exceeding ninety (90) days, or by both such fine and imprisonment; provided that in any case wherein the penalty for an offense is fixed by a Statute of the State, the statutory penalty, and no other, shall be imposed for such offense, except that imprisonments may be in the City prison or workhouse instead of the County Jail.
- B. Every day any violation of this Code or any other ordinance or any such rule, regulation, notice or order shall continue shall constitute a separate offense.
- C. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

#### **Section 6. Applicability of General Penalty.**

In case of the amendment by the Board of Aldermen of any Section of such Code for which a penalty is not provided, the general penalty as provided in Section 5 of this ordinance shall apply to the Section as amended; or in case such amendment contains provisions for which a penalty other than the aforementioned general penalty is provided in another Section in the same Chapter, the penalty so provided in such other Section shall be held to relate to the Section so amended, unless such penalty is specifically repealed therein.

#### **Section 7. Filing of Copy of Code; Codes To Be Kept Up-To-Date.**

A copy of such Code shall be kept on file in the office of the City Clerk, preserved in loose-leaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of

the City Clerk, or someone authorized by said officer, to insert in their designated places all amendments and all ordinances or resolutions which indicate the intention of the Board of Aldermen to make the same part of such Code when the same have been printed or reprinted in page form and to extract from such Code all provisions which from time to time may be repealed by the Board of Aldermen. This copy of such Code shall be available for all persons desiring to examine the same.

**Section 8. Altering or Tampering With Code; Violations and Penalties.**

It shall be unlawful for any person to change or alter by additions or deletions any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of Dixon to be misrepresented thereby. Any person violating this Section shall be punished as provided in Section 5 of this ordinance.

**Section 9. Severability.**

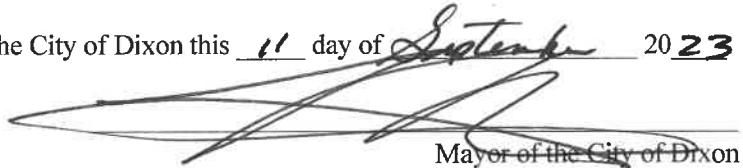
It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and the Code hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or the Code hereby adopted shall be 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 the Code hereby adopted.

**Section 10. Effective Date.**

This ordinance and the Code adopted hereby shall become effective September 11, 20 23.

PASSED by the Board of Aldermen of the City of Dixon this 11 day of September, 20 23.

APPROVED by the Mayor of the City of Dixon this 11 day of September, 20 23

  
Mayor of the City of Dixon

ATTEST:

  
City Clerk

Journal of "ayes" and "nays"  
First reading

Board Member	Votes	
	Aye	Nay
Michael Gunther	✓	_____
Stacey Yoakum	✓	_____
Trevor Warnol	✓	_____
Mary Wiles	✓	_____
Anthony Campbell	✓	_____
_____	_____	_____

Journal of "ayes" and "nays"  
Second reading

Board Member	Votes	
	Aye	Nay
Michael Gunther	✓	_____
Stacey Yoakum	✓	_____
Trevor Warnol	✓	_____
Mary Wiles	✓	_____
Anthony Campbell	✓	_____
_____	_____	_____

**City of Dixon**  
**2022 Statutory Updates Incorporated During Supplement #2**

The Sections of the Code noted in the table below have been updated with the 2022 statutory material. Some of the revisions noted herein are non-statutory changes to the Model Code intended to improve clarity, enforceability, and/or better reflect regulations used by most communities. The City's attorney may want to review all statutory and non-statutory changes to determine whether any revisions are necessary. All revised Sections will be in effect following the City's adoption of the Code.

Note that these statutory updates do not include any changes to provisions regarding "home-based work" as those provisions are not part of the Model Code and are specific to each community. Similarly, these updates do not include any changes regarding sales tax holidays. See pages 8 and 2, respectively, of the 2022 CodeWatch Bulletin for additional information and consult with your attorney on any changes that may be needed.

Section/Subsection of the Code	Description of the Revision	Pursuant to RSMo. Section
120.020	A new Subsection has been added to this Section setting out an additional category of authorized closed records, which covers certain records for customers of municipally owned utilities.	610.021
125.220	This Section, regarding appeal from jury verdicts, has been removed. The statutory provisions set out herein only apply to Associate Circuit Judges and are not applicable in communities with Municipal Courts.	479.200.3
125.320	We revised Subsection (A)(8) to read in part, "as may be otherwise provided by ordinance and permitted under the laws of the State of Missouri" to further clarify what costs are allowed under these provisions.	N/A
210.400	The offense of escape or attempted escape from custody has been revised to include those in custody for a violation of probation or parole.	575.200
210.720	This Section has been revised following a lawsuit involving University City, MO, to increase the specificity of the prohibited conduct. These revisions largely reflect revisions made by University City during the lawsuit, which appeared to be sufficient based on the court's ruling.	N/A
210.840	We amended the internal reference to include (A)(12) when necessary which prohibiting the discharge or shooting of a firearm within the City limits.	N/A
210.1360	The provisions in Subsection (B) of this Section regarding the protection of individuals under the age of 18 who have committed the offense of prostitution have been revised.	567.020
210.1500	The definition of "sexual contact" has been revised to include "causing semen, seminal fluid, or other ejaculate to come into contact with another person."	566.010

<b>Section/Subsection of the Code</b>	<b>Description of the Revision</b>	<b>Pursuant to RSMo. Section</b>
210.1540	Subsection (A)(1) of this Section has been revised to include violations of Section 573.037, RSMo., regarding possession of child pornography.	566.149
210.1545	A new Section has been added which prohibits certain offenders from being present or loitering within 500 feet of a public park, swimming pool, athletic complex, museum, or nature center, with some exceptions.	566.150
210.1800 210.1810 210.1830	We added wording to these three Sections to account for the medical marijuana and pending recreational marijuana amendments to the State Constitution.	N/A
210.2110	The wording in Subsection (E)(2) was revised to correct a typographical error.	N/A
230.010	The definition of “solid waste” has been revised to exclude post-use polymers, recovered feedstocks, and mill scale.	260.200
300.010	The definition of “emergency vehicle” has been revised to include vehicles operated by county or municipal park rangers.	304.022
600.090	The wording in Subsection (A) was revised to improve the clarity of the provisions therein.	N/A

ORDINANCE NO. 629

Bill No. 2023-0029

ORDINANCE AUTHORIZING THE MAYOR OF DIXON TO EXECUTE  
ADDENDUM #1 TO AGREEMENT FOR ENGINEERING SERVICES

WHEREAS the City of Dixon is in the process of implementing improvements to its wastewater treatment facility; and

WHEREAS the City has previously approved TASK ORDER #4 which is required to proceed with those improvements;

WHEREAS the City has engaged the engineering services of the Archer Elgin; and

WHEREAS sources of funding for the improvements have requested changes to the terms of the Agreement for Engineering Services;

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

SECTION 1: Addendum No. 1 to Agreement for Engineering Services which is attached hereto is hereby approved, and made a part hereof.

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

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 2ND DAY OF October, 2023.

APPROVED:

  
Mayor, City of Dixon, Missouri

ATTEST:

  
City Clerk

## ADDENDUM NO. 1 TO AGREEMENT FOR ENGINEERING SERVICES

This Addendum dated this 2nd Day of October, of 2023, will supplement the Task Order No. 4 dated June 12, 2023 for the engineering services associated with ARPA Wastewater Treatment Facility Improvements.

TASK ORDER NUMBER: No. 4

PROJECT NAME: Wastewater Treatment Facility Improvements

### PART 1.0 PROJECT DESCRIPTION:

The scope of the WWTF Improvements shall correspond to the improvements identified in the Facility Plan Dated July 2022. The requirements for 10 CSR 20-4.040(12) shall be met. In addition, the scope shall include the review of American Iron & Steel documentation, review of ordinances, and additional planning services necessary for SRF funding.

### PART 5.0 PAYMENTS TO ENGINEER

Part 5.0 shall removed and replaced with the below:

#### A. BASIC SERVICES

1. The OWNER shall compensate the ENGINEER for the tasks specified on a lump sum basis plus reimbursable expenses in the amounts and in the manner stated below:

A - Design Phase	\$ 808,000.00
B - Bidding	\$ 43,000.00
C - Construction Phase Engineering	\$ 544,000.00
D - Operation & Maintenance Manuals	\$ 25,000.00
E - Drawings Conforming to Const Records	\$ 23,000.00
Total =	\$ 1,443,000.00

The above fees shall not be exceeded except by contract amendment.

#### B. PAYMENTS TO ENGINEER

Invoices will be submitted to OWNER by ENGINEER monthly based on a percent completion as determined by ENGINEER. Invoice will be due and payable upon receipt; the OWNER agrees to render all payments within thirty days of receipt of invoices. The OWNER shall make payment in accordance with section 8.960, RSMo.

IN WITNESS WHEREOF, the Parties here to have executed, by their duly authorized officials, this Addendum No. 1, on the respective dates indicated below.

(SEAL)

ATTEST:

BY: Deanna Burns

NAME: DEANNA BURNS

TITLE: City Clerk

CITY OF DIXON, MISSOURI

BY: [Signature]

NAME: Mike Null

TITLE: Mayor

ATTEST:

BY: Dyann A. Careaga

TYPE NAME: Dyann Careaga

TITLE: Accounting Manager

CM ARCHER GROUP, P.C. dba  
ARCHER-ELGIN

BY: [Signature]

TYPE NAME: Jeff Medows, PE

TITLE: President



Bill No. 2023-0030

ORDINANCE NO. 630

**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 (MRPC) has offered to provide technical assistance to the City to apply for those grants and funds;

WHEREAS the City of Dixon is already a member of the MRPC; 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 Annual Membership Technical Assistance Contract attached hereto is hereby approved.

SECTION 2: The City shall renew its membership to the MRPC at the Basic Membership Level.

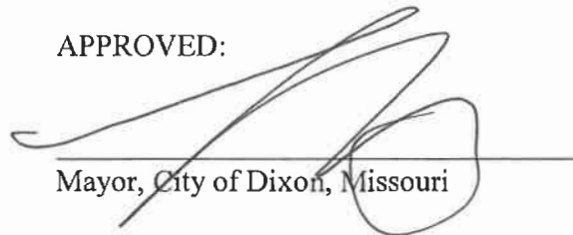
SECTION 3: The Mayor of Dixon is authorized and directed to execute said contract on behalf of the City of Dixon.

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

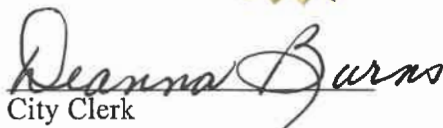
PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI, AND APPROVED THIS 2ND DAY OF October, 2023.



APPROVED:

  
Mayor, City of Dixon, Missouri

ATTEST:

  
City Clerk

**ANNUAL MEMBERSHIP  
TECHNICAL ASSISTANCE CONTRACT**  
by and between  
**MERAMEC REGIONAL PLANNING COMMISSION**  
and the  
**CITY OF** Dixon

This Agreement is made and entered into on the 1st day of July, 2023, by and between Meramec Regional Planning Commission, #4 Industrial Drive, St. James, Missouri 65559, hereinafter referred to as "MRPC" and the CITY OF Dixon, hereinafter referred to as "Client."

- 1. Services to Client.** MRPC shall provide the services of one or more of its employees to the Client for purposes of grant research, project development and grant writing, or other technical assistance work allowed under the MRPC board's hour allocation policy.
- 2. Client to Supply Data and Records as requested by MRPC.** The Client agrees to appoint a single point of contact to work with MRPC, and the Client agrees to supply MRPC with all required financial, demographic, statistical and other data and information requested or required by MRPC, the applicable agency, and federal and state law and regulation.
- 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 will provide the services described in this agreement for the period commencing July 1, 2022 through June 30, 2023. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties. MRPC shall promptly proceed with its obligations under this agreement and use reasonable efforts to complete same within a reasonable time. 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 completion of requested service(s).

**7. Consideration.** In consideration for the services provided by MRPC hereunder the Client agrees to pay MRPC at the following hourly rates after using any available city/county allocated technical assistance hours<sup>1</sup>: For the months of July 2023-June 2024: Clerical \$46.00; Technical Level #1 \$61.00; Technical Level #2 \$55.00; Technical Level #3 \$51.00; Management \$71.00; Fiscal Officer \$76.00; Assistant Director \$77.00; and Executive Director \$98.00. MRPC shall periodically invoice the Client for fees and expenses as same are incurred in a timely manner.

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<sup>1</sup> At the beginning of each fiscal year, each member county and city will be allocated a given number of hours as a part of membership dues. Any work exceeding 30 minutes in length that a member government requests of MRPC on a given project—from researching potential funding options to writing grants—will be deducted from this annual hour allocation. Once a member government uses its allocation of hours for the year, it will be charged at the established hourly rates for any additional work requested that year. Excess hours cannot be carried over to succeeding years. 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. A member government or client may only use one year's worth of allocated hours on a specific project, even if it crosses fiscal years.

Member governments will be notified of the number of free hours with their membership (dues) statements each year. This contract identifies the below number of free hours allocated to the member government and sets forth hourly rates to be applied should a project require additional time in excess of those hours. 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.

Membership Level	County Hours	City Hours
Basic	18	15
Enhanced	24	21
Prime	30	27

**8. Termination of Agreement.** This agreement will terminate June 30, 2023; 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. 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 contract, 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.

**10. 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 contract, shall have any personal financial interest, direct or indirect, in the project or this agreement.

**11. 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.

**12. 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.

13. **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.

14. **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, Attn: Kelli Lvingood, P.O. Box 177 (address) Dixon (city), MO 65459; or to such address as any party shall designate to the other from time to time in writing forward in like manner.

15. **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.

16. **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 of 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**

(seal)



By: Bonnie J. Prugg

Date: 10-16-2023

CITY OF Dixon

[Signature]

Date: October 02, 2023

**AN ORDINANCE FOR THE CITY OF DIXON  
SETTING THE SCHEDULE OF COURT COSTS**

WHEREAS the City of Dixon is City of the Fourth Class existing under the laws of Missouri;

WHEREAS the City of Dixon has determined and decided that its Municipal Ordinance Violations shall be heard by an Associate Judge,

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

1. Section 1: The Dixon City Code is hereby amended to include the following:

**Court costs.**

(a)*Definitions.* The following words and phrases, as used in this chapter, shall have the following respective meanings:

- (1)*Court costs.* The total of fees, miscellaneous charges and surcharges imposed in a particular case.
- (2)*Fees.* The amount charged for services to be performed by the court.
- (3)*Miscellaneous charges.* The amounts allowed by law for services provided by individuals or entities other than the court.
- (4)*Surcharges.* Additional amounts payable to the State of Missouri or other entities or payable to the city for specific designated purposes that are imposed for specific purposes designated by law and assessed by the court.
- (5) *Municipal Judge* refers to any judge hearing a violation of a Dixon Municipal Ordinance Violation.

(b)*Court costs imposed.* In addition to any fine that may be imposed, the municipal judge may assess against the defendant as court costs any or all of the following costs, except in those cases where the defendant is found by the judge to be indigent and unable to pay the costs:

- (1)*Court fees.* Court fees in the amount of fifteen dollars (\$15.00) for any cases heard in associate court as set forth in RSMo § 479.260 RSMo and limited by RSMo § 488.012, and twelve dollars (\$12.00) for any cases heard in the City's municipal court.
- (2)*Crime victims' compensation fund surcharge.* A surcharge in the amount of seven dollars and fifty cents (\$7.50) as imposed by RSMo § 595.045 for purposes of the crime victims' compensation fund established by the State of Missouri. Any sums collected pursuant to this subsection shall be distributed ninety-five (95) percent to the State of

Missouri for deposit to the crime victims' compensation fund and five (5) percent to the city as reimbursement for the costs of collection of such state-imposed charge;

(3)*Peace officer standards and training surcharge.* A surcharge in the amount of one dollar (\$1.00) as imposed by RSMo § 488.5336 for purposes of the peace officer standards and training commission fund created by RSMo § 590.178; provided, however, such surcharge shall not be assessed on any non-moving violations. Any sums collected pursuant to this subsection shall be distributed to the State of Missouri for deposit to the peace officer standards and teaching commission fund;

(4)*Law enforcement training surcharge.* A surcharge in the amount of two dollars (\$2.00) as set forth in RSMo § 488.5336 for training law enforcement officers; provided, however, such surcharge shall not be assessed on any non-moving violations. Such surcharge shall be deposited with the director of finance who shall place such costs in a special account to be used for training law enforcement officers;

(5)*Inmate prisoner detainee security surcharge.* A surcharge in the amount of two dollars (\$2.00) as set forth in RSMo § 488.5026. This surcharge shall be collected and deposited with the director of finance who shall place the funds in a special account to be called the "inmate prisoner detainee security fund." Funds in this account may be used only for acquiring, developing and maintain biometric verification and information sharing systems, for expenses related to detention of prisoners and for any other purpose allowed by RSMo § 488.5026; (OPTIONAL BY ORDINANCE)

(6)*Alcohol related traffic offense cost recoupment.* The actual and reasonable costs incurred by the city as determined by the municipal judge for costs associated with the arrest for violation of any city ordinance involving alcohol or drug-related traffic offenses, including the cost of any chemical test to determine the alcohol or drug content of the person's blood, and the costs of processing, charging, booking and holding such person in custody as set forth in RSMo § 488.5334;

(7)*Statewide court automation fund surcharge.* In addition to any cost which may be assessed by the municipal division pursuant to statute, ordinance, or court rule, in every proceeding filed in the municipal division for violation of an ordinance when the statewide court automation case management system is in operation, a surcharge of seven dollars (\$7.00) shall be assessed. Such surcharge shall also be assessed in cases in which plea of guilty are processed in the violations bureau.

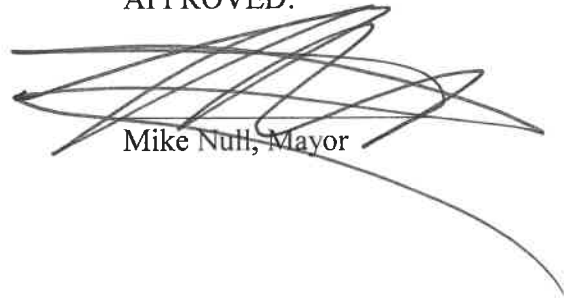
(c)*Court costs prohibited, when.* Court costs shall not be assessed when the case is dismissed or when costs are to be paid by the state, county, or city.

(d) *Judicial waiver of court costs.* Nothing in this section shall be construed to prohibit or limit the authority of the judge to waive fees, miscellaneous charges and surcharges imposed in a particular case in whole or in part.

2. Section 2: Any ordinances or any parts of ordinances inconsistent with this ordinance is repealed. This ordinance specifically modifies Dixon City Code § 125.320.
3. Section 3: The effective date of this ordinance shall be the date it is passed.

Read twice and approved this 6<sup>th</sup> day of November, 2023

APPROVED:



Mike Null, Mayor

ATTEST:



City Clerk





Bill No. 2023-0032

Ordinance No. 632

**AN ORDINANCE OF THE CITY OF DIXON, MISSOURI AUTHORIZING THE  
MAYOR TO EXECUTE AN AGREEMENT WITH THE MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION**

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

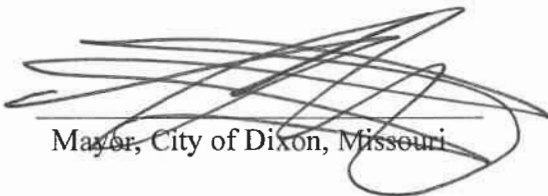
Section 1: The Mayor is hereby authorized to execute an agreement with the Missouri Highways and Transportation Commission.

Section 2: The agreement shall be in substantially the same form and contest as the agreement attached hereto.

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

READ TWO TIMES AND APPROVED THIS 6<sup>th</sup> DAY OF NOVEMBER, 2023

APPROVED:

  
Mayor, City of Dixon, Missouri

ATTEST:

  
City Clerk



CCO Form: DE11  
Approved: 04/93 (CEH)  
Revised: 12/21 (BDG)  
Modified:

Municipal Agreement  
Route: 28  
County: Pulaski  
Job No.: CD0121

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Dixon, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 28, Pulaski County, Job No. CD0121 shall consist of ADA improvements.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

*Route 28: Beginning at Station 631+05.00, a point at the intersection of East A Street and Route 28 (Ellen Street), run in a generally northerly direction along existing Route 28 to Station 643+00.00, a point at the intersection of Chestnut Street and Route 28 (Ellen Street). Length of improvement within city is 1,195.00 feet.*

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. CD0121.

(6) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for

construction and maintenance of said public improvement.

(7) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) The Commission shall secure the removal, relocation, or adjustment of any public or private utilities located upon private easements and shall pay any costs incurred therein.

(C) It is understood and agreed by the parties to this Agreement that no city-owned utility facilities will require relocation or adjustment in connection with this improvement, but that should utility facilities be discovered at any time during development or construction of this improvement, relocation or adjustment of the same will be done and performed under a supplemental agreement covering the subject, and in accordance with Commission policy then in effect on division of costs for adjustment of utility facilities.

(D) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the present city limits and located on an existing city street, not state highway right-of-way, but being taken over by the Commission as a part of its highway right-of-way, the City will perform the necessary removal, adjustment, alterations and relocation, and the Commission will reimburse the City except as otherwise provided. The City shall perform the removal, adjustment, alterations and relocation in accordance with the detail plans, estimates of costs and bills of materials prepared by the City in accordance with Federal Aid Policy Guide, Title 23 CFR Subchapter G, Part 645, Subpart A (FAPG 23 CFR 645A), dated December 9, 1991 and any revision of it, and approved by the Commission's District Engineer, and shall perform all work and keep the records of the costs in accordance with

FAPG 23 CFR 645A and its revisions. Upon the completion of any such work and on receipt by the Commission of the original and four copies of a bill for the actual costs incurred by the City in making any such removal, adjustment, alteration and relocation, the Commission shall reimburse the City for the actual cost necessitated by construction of this public improvement. The Commission's obligation toward the cost of any such removal, adjustment, alteration and relocation shall extend only to those costs incurred in accordance with FAPG 23 CFR 645A and its revisions.

(E) Should it be necessary to alter, relocate or adjust any city-owned utility facilities outside the present city limits on public right-of-way or on state highway right-of-way within or outside the city limits or within the right-of-way of a public way other than a city street or alley, the alteration, relocation, or adjustment shall be made by the City at its cost.

(F) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(10) LIGHTING: The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(11) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(12) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and

control of the storm sewer facilities or natural drainage involved.

(13) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(14) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way, excepting sidewalks whether new or used in place. The Commission will remove snow from the traveled portion of the highway using a snowplow or chemical means. Maintenance by the Commission shall NOT include maintenance or repair of sidewalks, including snow removal on those sidewalks, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), or city-owned utilities within the right-of-way.

(B) The City shall inspect and maintain the sidewalks constructed by this project, and further depicted in attached sketches labeled "Exhibit B", in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept the portions of existing highways within City replaced by this improvement.

(16) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not

obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(17) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (16) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(18) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(19) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(20) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(21) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(22) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration and is further subject to the availability of federal and state funds for this construction.

(23) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(25) COMMISSION REPRESENTATIVE: The Commission's Central District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(26) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(27) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:  
Mr. Mike Null  
Mayor, City of Dixon, Missouri  
305 South Elm Street  
Dixon, MO 65459  
Email: [mayor@cityofdixonmo.org](mailto:mayor@cityofdixonmo.org)
- (B) To the Commission:  
Machelle Watkins, P.E.  
Central District Engineer  
Missouri Department of Transportation  
1511 Missouri Boulevard, P.O. Box 718  
Jefferson City, MO 65102  
Email: [Machelle.Watkins@modot.mo.gov](mailto:Machelle.Watkins@modot.mo.gov)  
Facsimile No.: 573-522-1059

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(28) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(29) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(30) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(31) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(32) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.



(33) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on 11/6/2023 (Date).

Executed by the Commission on \_\_\_\_\_ (Date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

APPROVED AS TO FORM:

\_\_\_\_\_  
Commission Counsel

CITY OF DIXON, MISSOURI

By:  \_\_\_\_\_

Title: Mayor

ATTEST:

By:  \_\_\_\_\_

Title: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Ordinance Number 632

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on 2024-04-10 | 2:14 PM CDT (Date).

Executed by the Commission on 2024-04-12 | 12:05 PM CDT (Date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

DocuSigned by:  
Eric E. Schroeter  
By: 5F8CCFE9B29E499...  
Title: Assistant Chief Engineer

CITY OF DIXON, MISSOURI

DocuSigned by:  
[Signature]  
By: DD8230A0EEEC451...  
Title: Mayor

ATTEST:

DocuSigned by:  
[Signature]  
By: A4686CD7998249B...  
Secretary to the Commission

ATTEST:

DocuSigned by:  
Kelli Livingston  
By: B419E959C685487...  
Title: Office Administrator

APPROVED AS TO FORM:

DocuSigned by:  
Terri L. Parker  
By: 3A96F56C7F92489...  
Commission Counsel

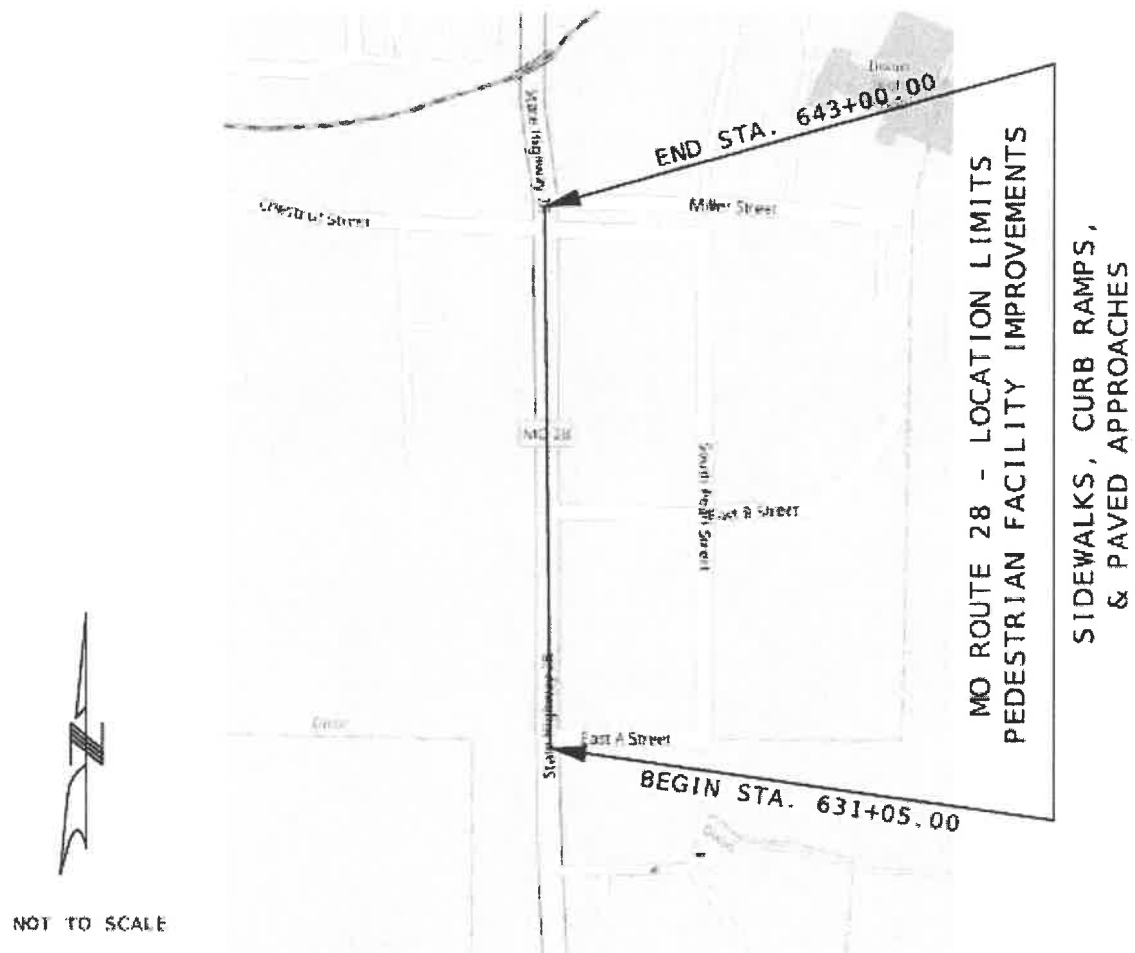
APPROVED AS TO FORM:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

632  
Ordinance Number \_\_\_\_\_

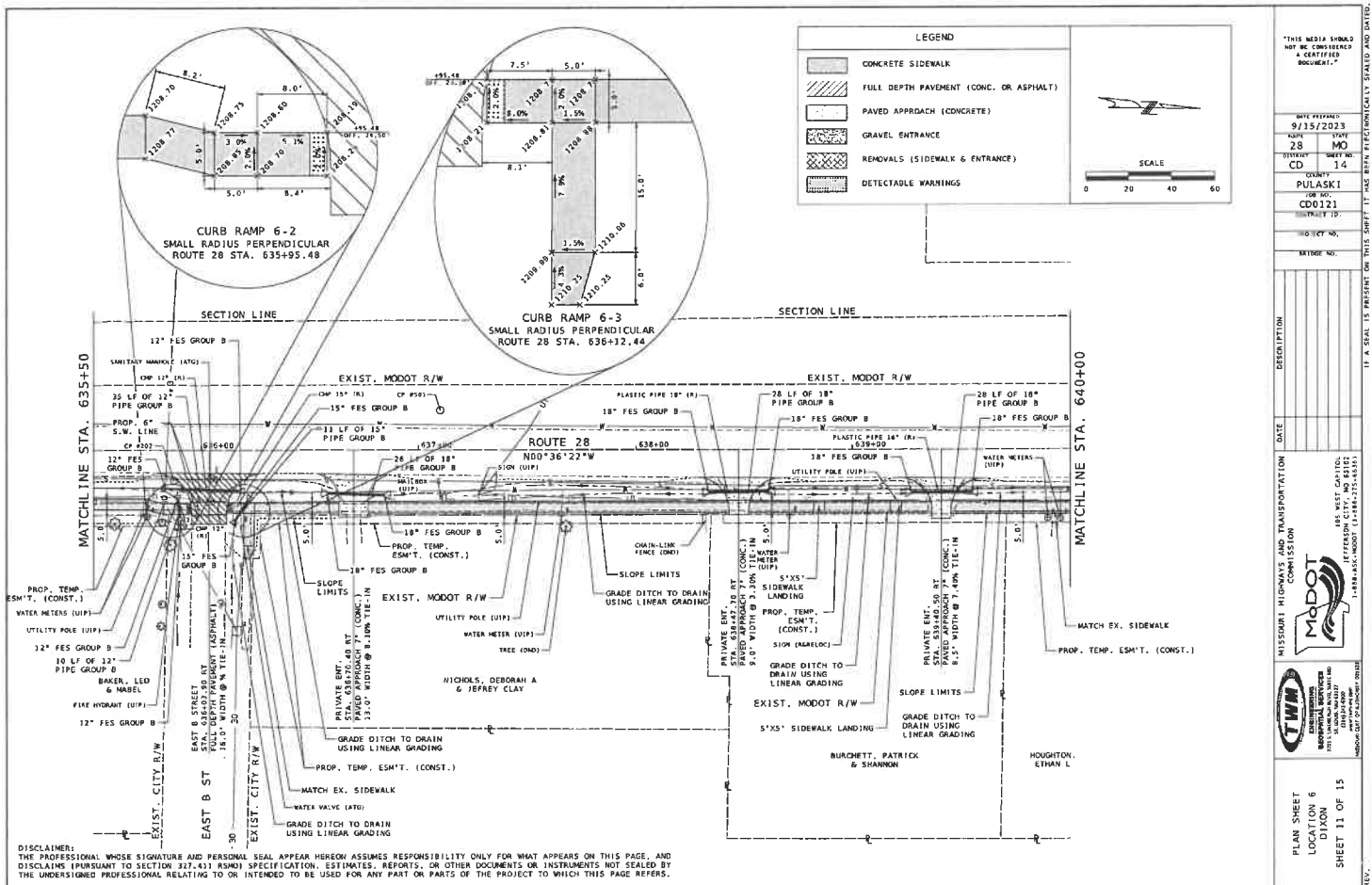


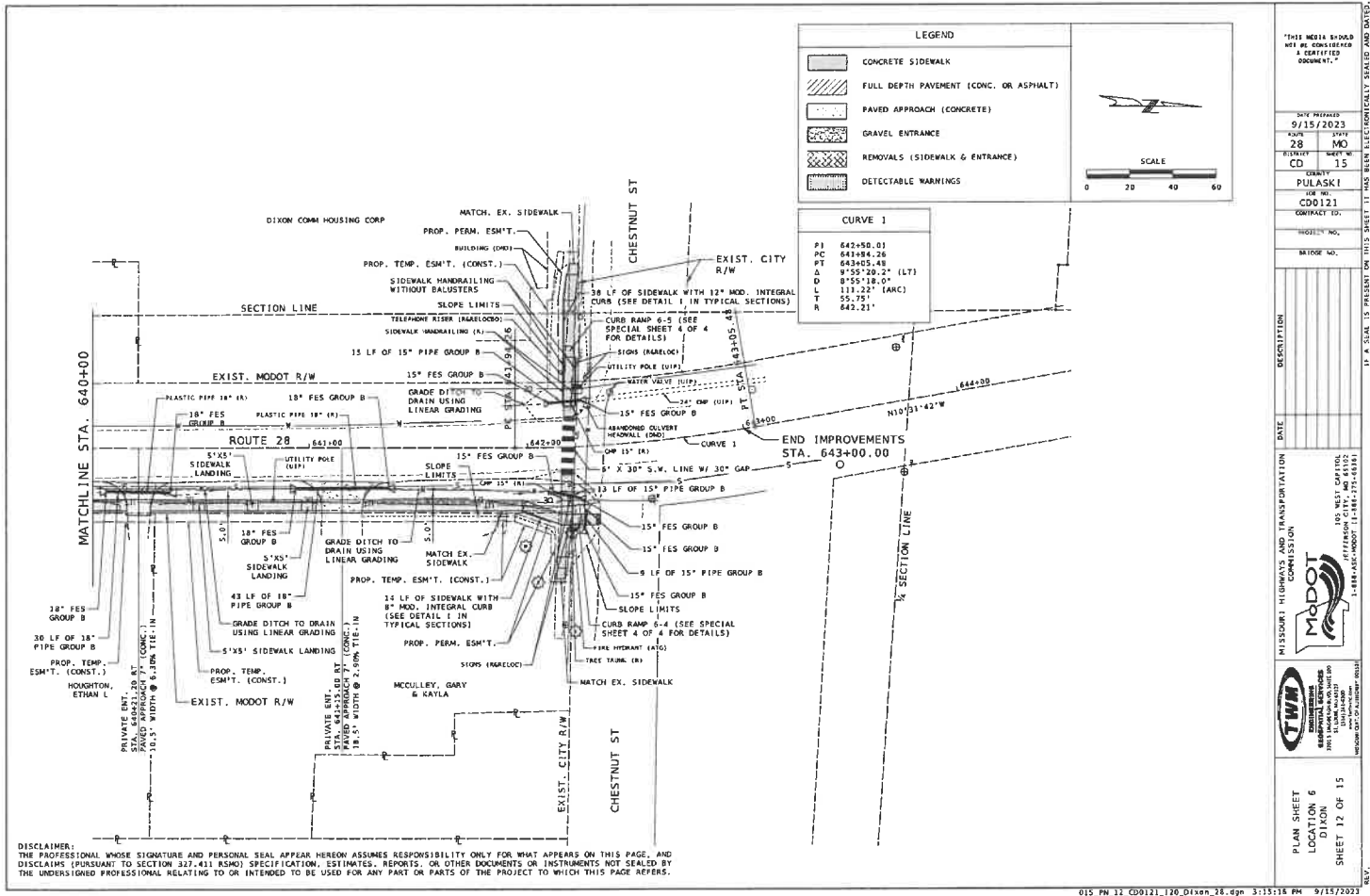
## EXHIBIT A



LOCATION 6:  
DIXON, ROUTE 28 FROM EAST A ST TO CHESTNUT ST







**AN ORDINANCE FOR THE CITY OF DIXON  
SETTING THE SCHEDULE OF COURT COSTS**

WHEREAS the City of Dixon is City of the Fourth Class existing under the laws of Missouri;

WHEREAS the City of Dixon has determined and decided that its Municipal Ordinance Violations shall be heard by an Associate Judge,

**NOW BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON  
AS FOLLOWS:**

1. Section 1: The Dixon City Code is hereby amended to include the following:

**Court costs.**

(a)*Definitions.* The following words and phrases, as used in this chapter, shall have the following respective meanings:

- (1)*Court costs.* The total of fees, miscellaneous charges and surcharges imposed in a particular case.
- (2)*Fees.* The amount charged for services to be performed by the court.
- (3)*Miscellaneous charges.* The amounts allowed by law for services provided by individuals or entities other than the court.
- (4)*Surcharges.* Additional amounts payable to the State of Missouri or other entities or payable to the city for specific designated purposes that are imposed for specific purposes designated by law and assessed by the court.
- (5) *Municipal Judge* refers to any judge hearing a violation of a Dixon Municipal Ordinance Violation.

(b)*Court costs imposed.* In addition to any fine that may be imposed, the municipal judge may assess against the defendant as court costs any or all of the following costs, except in those cases where the defendant is found by the judge to be indigent and unable to pay the costs:

- (1)*Court fees.* Court fees in the amount of fifteen dollars (\$15.00) for any cases heard in associate court as set forth in RSMo § 479.260 RSMo and limited by RSMo § 488.012.
- (2)*Crime victims' compensation fund surcharge.* A surcharge in the amount of seven dollars and fifty cents (\$7.50) as imposed by RSMo § 595.045 for purposes of the crime victims' compensation fund established by the State of Missouri. Any sums collected pursuant to this subsection shall be distributed ninety-five (95) percent to the State of



Missouri for deposit to the crime victims' compensation fund and five (5) percent to the city as reimbursement for the costs of collection of such state-imposed charge;

(3)*Peace officer standards and training surcharge.* A surcharge in the amount of one dollar (\$1.00) as imposed by RSMo § 488.5336 for purposes of the peace officer standards and training commission fund created by RSMo § 590.178. Any sums collected pursuant to this subsection shall be distributed to the State of Missouri for deposit to the peace officer standards and teaching commission fund;

(4)*Law enforcement training surcharge.* A surcharge in the amount of two dollars (\$2.00) as set forth in RSMo § 488.5336 for training law enforcement officers; provided. Such surcharge shall be deposited with the director of finance who shall place such costs in a special account to be used for training law enforcement officers;

(5)*Inmate prisoner detainee security surcharge.* A surcharge in the amount of two dollars (\$2.00) as set forth in RSMo § 488.5026. This surcharge shall be collected and deposited with the director of finance who shall place the funds in a special account to be called the "inmate prisoner detainee security fund." Funds in this account may be used only for acquiring, developing and maintain biometric verification and information sharing systems, for expenses related to detention of prisoners and for any other purpose allowed by RSMo § 488.5026;

(6)*Alcohol related traffic offense cost recoupment.* The actual and reasonable costs incurred by the city as determined by the municipal judge for costs associated with the arrest for violation of any city ordinance involving alcohol or drug-related traffic offenses, including the cost of any chemical test to determine the alcohol or drug content of the person's blood, and the costs of processing, charging, booking and holding such person in custody as set forth in RSMo § 488.5334;

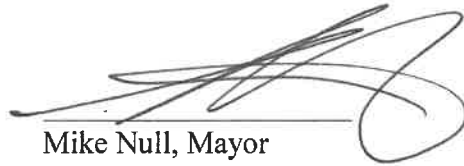
(7)*Statewide court automation fund surcharge.* In addition to any cost which may be assessed by the municipal division pursuant to statute, ordinance, or court rule, in every proceeding filed in the municipal division for violation of an ordinance when the statewide court automation case management system is in operation, a surcharge of seven dollars (\$7.00) shall be assessed. Such surcharge shall also be assessed in cases in which plea of guilty are processed in the violations bureau.

(c)*Court costs prohibited, when.* Court costs shall not be assessed when the case is dismissed or when costs are to be paid by the state, county, or city.

(d)*Judicial waiver of court costs.* Nothing in this section shall be construed to prohibit or limit the authority of the judge to waive fees, miscellaneous charges and surcharges imposed in a particular case in whole or in part.

2. Section 2: Any ordinances are any parts of ordinances inconsistent with this ordinance is repealed. Specifically, Ordinance 631 is hereby repealed. This ordinance specifically modifies Dixon City Code § 125.320.
3. Section 3: This effective date of this ordinance shall be the date it is passed.

Read twice and approved this 11<sup>th</sup> day of December 2023

  
Mike Null, Mayor

  
City Clerk



Bill No. 2023-0035

Ordinance No. 635

**AN ORDINANCE OF THE CITY OF DIXON, MISSOURI AUTHORIZING THE  
MAYOR TO EXECUTE AN AGREEMENT FOR DISPATCHING SERVICES  
WITH THE CITY OF SAINT ROBERT**

WHEREAS the City of Saint Robert operates a dispatching service, and

WHEREAS the City of Dixon is in need of said services.

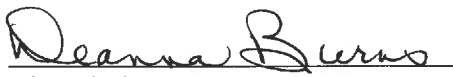
BE IT ORDAINED BY THE CITY OF DIXON, MISSOURI AS FOLLOWS:

Section 1: The Mayor is hereby authorized to execute the agreement for dispatching services which is attached hereto and incorporated by reference.

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

READ TWO TIMES AND APPROVED THIS 11<sup>th</sup> DAY OF DECEMBER 2023

  
Mike Null, Mayor

  
City Clerk



## AGREEMENT FOR DISPATCHING SERVICES

THIS AGREEMENT, Made and Entered into this 11<sup>th</sup> day of December, 2023, by and between the City of St. Robert, a municipal corporation existing under the laws of the State of Missouri, hereinafter referred to as St. Robert, and the City of Dixon, a municipality of the State of Missouri, hereinafter referred to as Dixon;

**WITNESSETH:**

**WHEREAS;** the City of St. Robert's Police department, operates a "911" emergency and dispatching service; And

**NOW THEREFORE,** in consideration of the premises and of the agreements herein contained, the parties agree that the City of St. Robert will provide dispatching services under the following terms and conditions.

### TERMS AND CONDITIONS

1. The term of this agreement shall be for a period of one year, beginning on the 1st day of January, 2024; provided, however, that the term of this agreement shall be automatically renewed for twenty successive periods of one year each thereafter unless either party gives written notice of non-renewal to the other party not less than 180 days prior to expiration of the current term. Provided, further, however, that either party shall have the right to terminate this agreement at any time upon giving no less than 180 days advance written notice to the other party.
2. As used in this document, the term "dispatching services" shall include the receipt and efficient handling of telephone calls requesting law enforcement, fire protection, ambulance services, medical services, utility services and other services of an emergency nature. Upon receipt of a request for services within the city limits of the City of Dixon, the City of St. Robert shall promptly notify the appropriate agency. Radio communications will be conducted over the Dixon and St. Robert repeater frequencies as necessary.
3. The City of St. Robert requests that the City utilize their own dispatch for the period from **8:00 A.M. until 4:00 P.M.**, Monday through Friday (excluding those holidays recognized by the City of Dixon as official city holidays **and radio traffic during emergency situations.**) It will be the responsibility of the City of Dixon to forward phones to the City of St. Robert, as well as notifying St. Robert that the phone has been forwarded. St. Robert shall further provide dispatching services based upon illness or unavailability of Dixon staffing.
4. The City of St. Robert will maintain recording of all voice calls and dispatching transmissions, and the City of St. Robert will maintain an accurate log

**EXHIBIT A**

and record of all communications services, and the City of Dixon shall be entitled to access those recording, logs and records at all reasonable times.

5. The City of St. Robert shall provide services related to any MULES entries that are not otherwise provided by the Circuit Court, acting as a subcontractor for service.

6. The City of Dixon shall submit annually, the 1st day of December a total of \$ 15,000 to cover the cost of this agreement for the following year.

7. If there are any expenses that occur that are necessary to cause this dispatch service to be accomplished, the City of Dixon will pay for this service. Those expenses include, but are not limited to, modification and additions to existing equipment at either city, which is necessary for the dispatch services to be accomplished.

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

**City of St. Robert**

By 

Date 12/21/2023

**CITY OF DIXON**

By 

Date 12/11/2023

ORDINANCE NO. 636

Bill No. 2024-0036

ORDINANCE AUTHORIZING THE MAYOR OF DIXON TO EXECUTE TASK  
ORDER #5 OF THE LEAD SERVICE LINE INVENTORY

WHEREAS the City of Dixon is in the process of implementing improvements to its wastewater treatment facility; and

WHEREAS TASK ORDER 5 is required to proceed with those improvements; and

WHEREAS the City has engaged the engineering services of Archer Elgin.

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

SECTION 1: Task Order #5 which is attached hereto is hereby approved, and made a part hereof.

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

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 8<sup>th</sup> DAY OF January, 2024.

APPROVED:



Mayor, City of Dixon, Missouri

ATTEST:



City Clerk



**City of Dixon Missouri**  
**LEAD SERVICE LINE INVENTORY**  
**TASK ORDER NO. 5**

This Task Order pertains to an Agreement by and between the 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:   Lead Service Line Inventory

**PART 1.0     PROJECT DESCRIPTION:**

The project scope shall include an initial inventory of lead service lines in the water distribution system. It is understood that this initial inventory will not be exhaustive and will result in unknown service line materials to be investigated in an ongoing effort.

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

**A.     HISTORICAL RESEARCH**

ENGINEER shall review available records to determine likelihood of lead service line presence for all service connections. This will consist of building permits, construction record drawings, maintenance records, County Assessor’s data and historical satellite imagery.

**B.     PHYSICAL INSPECTION**

Based upon the historical research, ENGINEER shall select a statistical sample of service lines to physically inspect and identify service line material. Physical inspections may include observing the meter pit, customer service line entry point, or utilization of hydro-vac equipment to excavate and expose the service line for inspection. The number of physical inspections will be partially based upon the records research and will likely be limited by available budget. We anticipate our field crews will physically inspect approximately 15% of the service lines. Excavation will be backfilled with sand and topped with topsoil, seed and straw. Pavement (if encountered) will be patched with non-shrink grout.

## B. GIS MAP/DATABASE

ENGINEER shall map water service line locations and generate a GIS map and database in suitable format to download to MDNR inventory spreadsheet.

## C. MDNR SUBMITTAL

The GIS database will be exported to populate the MDNR inventory spreadsheet. ENGINEER shall assist the City with submittal to MDNR to meet the October 16, 2024 deadline.

The ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBE's) are utilized when possible as sources of supplies, equipment, construction, and services as required by 2 CFR 200.321.

## PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement.
- B. Provide all criteria and full information as to OWNER's requirements for the Project, including maps, record drawings, building permit records, GIS database, and Dent County Assessor's database.
- C. Provide location to dispose of excavation spoils.
- D. Arrange for access for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- E. OWNER agrees to indemnify, defend, and hold harmless ENGINEER and employees from and against all claims, losses, damages, cause of action, suits, liability, or every kind including all expenses of litigation, cost to cure, court costs, and attorney fees resulting from inaccurate or insufficient information, data, or instructions provided by the OWNER, employees, ENGINEER, or agents.

## PART 4.0 PERIODS OF SERVICE:

Work to be complete and submitted to permitting authorities within 10 calendar months, subject to delays beyond the ENGINEER's control.

## PART 5.0 PAYMENTS TO ENGINEER:

### A. BASIC SERVICES



The OWNER shall compensate the ENGINEER for the tasks specified on a lump sum basis plus reimbursable expenses in the amounts and in the manner stated below:

A, C & D Historical Research, GIS & MDNR Submittal	\$ 97,500.00
B – Physical Investigation (Allowance)	<u>\$ 42,500.00</u>
Total =	\$ 140,000.00

Payment for Scope Item B shall be based upon a daily rate of \$4,250 per day for field investigation crew. The number of service line inspections will be based upon the actual number of services that can be inspected in a day.

The above fees shall not be exceeded except by contract amendment.

#### C. PAYMENTS TO ENGINEER

Invoices will be submitted to OWNER by ENGINEER monthly based on a percent completion as determined by ENGINEER. Invoice will be due and payable upon receipt; the OWNER agrees to render all payments within thirty days of receipt of invoices. The OWNER shall make payment in accordance with section 8.960, RSMo.

#### PART 6.0 ADDITIONAL CONDITIONS:

The following conditions shall be part of the agreement:

A. All work performed within the scope of this Contract shall be subject to the requirements of the Revised Statutes of Missouri, Title XVIII – Labor and Industrial Relations, Chapter 290 – Wages, Hours and Dismissal Rights. Annual Wage Order is attached.

#### B. Provisions to Terminate:

Upon seven days' written notice to Engineer, Owner may, with or without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, Engineer shall be paid for all Work executed and any expense sustained plus reasonable termination expenses, which will include, but not be limited to, direct, indirect and consequential costs (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs).

If, through no act or fault of Engineer, other public authority or Engineer fails to act on any Application for Payment within thirty days after it is submitted, or Owner fails for thirty days to pay Engineer any sum finally determined to be due, then Engineer may, upon seven days' written notice to Owner and Engineer, terminate the Agreement and recover from Owner payment for all Work executed

and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if Engineer has failed to act on an Application for Payment or Owner has failed to make any payment as aforesaid, Engineer may upon seven days' written notice to Owner and Engineer stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve Engineer of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Owner.

- C. All work shall comply with Clean Water Act (CWA) 404 Permitting and 401 Water Quality Certification (WQC).
- D. The ARPA LSLI Drop-in Document is attached and shall be made part of this agreement.
- E. Since this contract includes investigation and inspection activities only and does not include any repair or replacement work, this agreement does not require Performance or Payment Bonds.

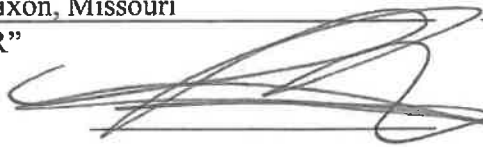
IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION as of this date indicated below.

This Agreement is executed this 8<sup>th</sup> day of January, 2024

City of Dixon, Missouri  
"OWNER"

CM Archer Group, P.C.  
"ENGINEER"

BY:



BY:



NAME: Mike Null

NAME: Jeff Medows, P.E.

TITLE: Mayor

TITLE: President

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

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

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 30

Section 085  
**PULASKI COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: March 10, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$42.56
Boilermaker	\$25.00*
Bricklayer	\$54.27
Carpenter	\$60.64
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$55.25
Plasterer	
Communications Technician	\$25.00*
Electrician (Inside Wireman)	\$52.96
Electrician Outside Lineman	\$25.00*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	
Glazier	
Ironworker	\$63.52
Laborer	\$45.57
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$25.00*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$64.27
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$45.70
Plumber	\$71.98
Pipe Fitter	
Roofer	\$52.18
Sheet Metal Worker	\$70.10
Sprinkler Fitter	\$64.94
Truck Driver	\$25.00*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMO Section 290.210.

Heavy Construction Rates for  
PULASKI County

Section 085

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$25.00*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$25.00*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$50.39
General Laborer	
Skilled Laborer	
Operating Engineer	\$64.05
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$25.00*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

# OVERTIME and HOLIDAYS

## OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## HOLIDAYS

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

## ARPA LSLI Contract Requirements

**Equal Employment Opportunity and Nondiscrimination in Employment – 41 CFR 60-4; E.O. 11246:** 41 CFR 60-4 published April 7, 1978 and amended October 3, 1980, requires that the ARPA funding applicant and selected bidders comply with Executive Order 11246 for bids, contracts, and subcontracts for all federally assisted construction contracts exceeding \$10,000. The specifications explain the requirements for bidders and contractors under E.O. 11246.

- Bidders please see document titled “Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)”

**Contracting with Small and Minority Businesses, Women’s Business Enterprises, and Labor Surplus Area Firms – 2 CFR 200.321; E.O. 11625 and 12138:**

Prior to awarding contracts, the ARPA funding applicant and any contractor awarding subcontracts must take the following affirmative steps in accordance with 2 CFR 200.321:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; ➤

Bidders please also see Missouri Executive Order 15-06

**Employment of Unauthorized Aliens Prohibited – §285.530 RSMo:** Pursuant to §285.530.1, RSMo, the contractor assures that it, as well as its subcontractors, does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, the contractor assures that it, as well as its subcontractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

In accordance with §285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of §285.530, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of §285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor’s employees are lawfully present in the United States.

- The selected contractor(s) must complete the “Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization” form.
- In addition, the selected contractor(s) must enroll in the federal E-verify system, provide supporting documentation of enrollment, and provide verification documentation for enrollment in the Federal EVerify system.

**Contract Work Hours and Safety Standards Act – 40 U.S.C. 327-330:** The contractor(s) and subcontractor(s) shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5).

**OSHA Training – §292.675, RSMo:** Any person signing a contract to work on the construction of public works for any public body shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

## ARPA LSLI Contract Requirements

**Debarment and Suspension – 2 CFR 180; E.O. 12549:** The Code of Federal Regulations at Title 2, Part 180, prohibits participation in federally funded contracts by persons excluded or disqualified from doing business with the federal government. Bidders are responsible for advising the Owner if they are excluded or disqualified, and to check whether subcontractors they intend to use are excluded or disqualified. All tiers of subcontractors have the same responsibility to notify the one for which they are providing services if they are excluded or disqualified, and to check the status of any subcontractors they intend to use. Status can be checked on the System for Award Management (SAM) located on the Internet at <https://www.sam.gov/SAM/>. All subcontracts at any tier should include this language.

- The selected bidders must complete the “Certification Regarding Debarment and Suspension” form.

**Small Business Act – P.L. 100-590:** Prior to awarding contracts, the ARPA funding applicant and any contractor awarding subcontracts must take the following affirmative steps in accordance with Section 129 of Public Law 100590, Small Business Administration Reauthorization and Amendment Act of 1988:

- a. Placing Small Business in Rural Areas (SBRA) on solicitation lists;
- b. Ensuring that SBRAs are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs;
- d. Establishing delivery schedules, where the requirements of work will permit which would encourage participation by SBRAs; and
- e. Utilizing the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.

**Central Contractor Registration – P.L. 109-282:** In accordance with the Federal Funding Accountability Act of 2006, the contractor assures that it, as well as its subcontractor(s), shall register in the System for Award Management (SAM).

SAM is the Official U.S. Government system that consolidated the capabilities of Central Contractor Registration (CCR)/FedReg, Online Representations and Certifications Application (ORCA), and Excluded Parties List System (EPLS). There is NO fee to register for this site. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or receive an award, or you need to renew your Entity(s) prior to its expiration. To update or renew your Entity records(s) in SAM, you will need to create a SAM User Account located on the Internet at <https://www.sam.gov> and link it to your migrated Entity records. You will need a user account to search for registered entities in SAM.

If the prime contractor is not currently registered in SAM, they are required to do so, as their status will be checked in SAM using the Unique Entity Identifier (UEI) provided by SAM.

**Privity of Contract:** Neither the Missouri Department of Natural Resources, its divisions, nor its employees are or will be a party to the contract(s) at any tier.

**Protests – 2 CFR 200.318(k):** Neither the U.S. Department of Treasury nor the Missouri Department of Natural Resources will be involved in protest(s) and their resolution.

**Domestic Products Procurement Law – §§34.350 - 34.359 RSMo:** All manufactured goods or commodities used or supplied in the performance of any contract or subcontract awarded on this project shall be manufactured, assembled or produced in the United States, unless obtaining American-made products would increase the cost of the contract by more than ten percent (10%). In accordance with §34.350 through 34.359 RSMo, a waiver may be requested from the owner.

- The selected bidders must complete the “Domestic Products Procurement Act – §§34.350 - 34.359 RSMo Certification” form.



## ARPA LSLI Contract Requirements

**Anti-Lobbying Act – P.L. 101-121:** Sub-recipients who request or receive from the grant recipient a sub-grant, contract, or sub-contract exceeding \$100,000, at any tier under a federal grant shall comply with the Anti-Lobbying Act, Section 319 of Public Law 101-121, and file an Anti-Lobbying Certification form, and the Disclosure of Lobbying Activities form, if required, to the next tier above.

- Selected bidders must complete one of the following forms:
  - If the selected bidder lobbied on the behalf of this project, the contractor will complete the “Disclosure of Lobbying Activities” form.
  - If the selected bidder did not lobby on the behalf of this project, the contractor will complete the “Certification Regarding Lobbying” form.

**Record Retention – 2 CFR 200.334; §109.255 RSMo:** The contractor(s) and sub-contractor(s) shall retain all project related records for three years after final payment(s) and all other pending matters are closed. An extended period of record retention may be required per the Local Record Retention Schedules created by the Local Records Board as authorized by §109.255 RSMo.

**Access to Construction Site and Contract Records:** The contractor shall provide access to the project site and project records by, the Missouri State Auditor, the Missouri Department of Natural Resources, the USEPA, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

**Payment Provisions – §8.260 RSMo; §8.960 RSMo:** The owner shall make payment to the contractor in accordance with §8.260 and §8.960 RSMo. Retainage can be no more than 5%.

**False Claims Act – 31 USC §3729:** The contractor(s) and sub-contractor(s), if required by future OMB guidance, shall promptly refer to the State of Missouri or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.

**Clean Air Act - 42 U.S.C. 7506(C):** The contractor(s) and sub-contractor(s) shall comply with the Clean Air Act.

**Clean Water Act - 33 U.S.C. 1368:** The contractor(s) and sub-contractor(s) shall comply with the Clean Water Act.

**Energy Efficiency Requirements – Energy Policy and Conservation Act (P.L.94-163, 89 Stat. 871):** The contractor(s) and sub-contractor(s) shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

**Recycled Materials – U.S.C. 6962 (RCRA Section 6002):** In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA), preference shall be given to the procurement of specific products containing recycled materials identified in guidelines developed by the USEPA. Current guidelines are contained in 40 CFR Part 247-254.

**Historical and Archaeological – P.L. 93-291:** If during the course of construction evidence of deposits of historical or archaeological interest is found, the contractor shall cease operations affecting the find and shall notify the owner who shall notify the Missouri Department of Natural Resources and the Director, Division of State Parks, P.O. Box 176, Jefferson City, Missouri 65102-0176, Telephone (573) 751-2479. The contractor shall halt any further disturbances of the deposits until notified by the owner that they may proceed. The owner will issue a notice to proceed only after the state official has surveyed the find and made a determination to the Missouri Department of Natural Resources and the owner. Compensation to the contractor, if any, for lost time or changes in construction to

## ARPA LSLI Contract Requirements

avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

### **Prohibition on certain telecommunications and video surveillance services or equipment Certification – 2**

**CFR 200.216:** In accordance with 2 CFR 200.216, recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

**Anti-Discrimination Against Israel Act – §34.600 RSMo:** In compliance with §34.600 RSMo, the contracting company certifies that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with §34.600, RSMo. Any contract that fails to comply with the provisions of this section shall be void against public policy.

- This provision does not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

**Stormwater Permit – 10 CSR 20-6.200:** The Department requires the ARPA funding applicant to verify their existing National Pollutant Discharge Elimination System (NPDES) permit(s) cover stormwater discharges or obtain the necessary permit(s). The following scenarios may be applicable:

1. The SRF funding applicant is a regulated Municipal Separate Storm Sewer System (MS4) per 10 CSR 20-6.200(1)(D)24 and their NPDES MS4 permit outlines compliance with construction stormwater requirements,
2. The design flow of the wastewater treatment plant is greater than or equal to 1 million gallon per day and the NPDES wastewater permit also regulates construction stormwater, or
3. Neither 1 or 2 above applies and the proposed project disturbs one (1) or more acres of total land area or less than one (1) acre as part of a common plan or sale resulting in the need for a land disturbance permit to discharge construction stormwater.

For further information, contact the Missouri Department of Natural Resources, Water Protection Program, Operating Permits Section, P.O. Box 176, Jefferson City, Missouri 65102. Telephone: (573) 522-4502.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS  
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction Contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than once month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that

the EEO policy and the Contractor's obligations under these Specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications providing that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these Specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these Specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligation under these Specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these Specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these Specifications, the Director shall proceed in accordance with 41-CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
All years	2.3%	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

Participation Goals for Minority Contractors per the  
October 2019 Department of Labor OFCCP - Technical Assistance Guide

Missouri Counties

Adair .....	4.0	Howard.....	4.0	Ray .....	12.7
Andrew.....	3.2	Howell.....	2.3	Reynolds .....	11.4
Atchison.....	10.0	Iron.....	11.4	Ripley.....	11.4
Audrain .....	4.0	Jackson.....	12.7	St. Charles.....	14.7
Barry .....	2.3	Jasper.....	2.3	St. Clair .....	14.7
Barton.....	2.3	Jefferson.....	14.7	St. Francois .....	11.4
Bates.....	10.0	Johnson .....	10.0	Ste. Genevieve .....	11.4
Benton.....	10.0	Knox.....	4.0	St. Louis .....	14.7
Bollinger .....	11.4	Laclede.....	2.3	St. Louis City .....	14.7
Boone .....	4.0	Lafayette .....	10.0	Saline.....	10.0
Buchanan.....	3.2	Lawrence.....	2.3	Schuyler .....	4.0
Butler.....	11.4	Lewis.....	3.1	Scotland.....	4.0
Caldwell .....	10.0	Lincoln .....	11.4	Scott .....	11.4
Callaway .....	4.0	Linn .....	4.0	Shannon.....	2.3
Camden .....	4.0	Livingston .....	10.0	Shelby .....	4.0
Cape Girardeau .....	11.4	McDonald .....	2.3	Stoddard .....	11.4
Carroll .....	10.0	Macon .....	4.0	Stone .....	2.3
Carter.....	11.4	Madison.....	11.4	Sullivan .....	4.0
Cass.....	12.7	Maries .....	11.4	Taney.....	2.3
Cedar .....	2.3	Marion.....	2.4	Texas .....	2.3
Chariton.....	4.0	Mercer .....	10.0	Vernon.....	2.3
Christian.....	2.0	Miller.....	4.0	Warren.....	11.4
Clark.....	3.4	Mississippi .....	11.4	Washington .....	11.4
Clay .....	12.7	Moniteau .....	4.0	Wayne .....	11.4
Clinton.....	10.0	Monroe.....	4.0	Webster .....	2.3
Cole.....	4.0	Montgomery.....	11.4	Worth .....	10.0
Cooper.....	4.0	Morgan .....	4.0	Wright .....	2.3
Crawford .....	11.4	New Madrid .....	26.5		
Dade .....	2.3	Newton.....	2.3		
Dallas .....	2.3	Nodaway .....	10.0		
Daviess.....	10.0	Oregon.....	2.3		
De Kalb .....	10.0	Osage.....	4.0		
Dent.....	11.4	Ozark.....	2.3		
Douglas .....	2.3	Pemiscot.....	26.5		
Dunklin .....	26.5	Perry .....	11.4		
Franklin .....	14.7	Pettis.....	10.0		
Gasconade.....	11.4	Phelps.....	11.4		
Gentry .....	10.0	Pike .....	3.1		
Greene.....	2.0	Platte .....	12.7		
Grundy .....	10.0	Polk .....	2.3		
Harrison.....	10.0	Pulaski.....	2.3		
Henry.....	10.0	Putnam .....	4.0		
Hickory .....	2.3	Ralls .....	3.1		
Holt .....	10.0	Randolph.....	4.0		

BILL NO: 2024-0037

ORDINANCE NO. 637

**AN ORDINANCE ANNEXING REAL ESTATE INTO THE  
CORPORATE LIMITS OF THE CITY OF DIXON**

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

**WHEREAS** the City of Dixon has received a Petition for Annexation from the owner of a parcel of real estate requesting annexation into the City of Dixon; and

**WHEREAS** the parcel of real estate is contiguous and compact to the current corporate limits of the City of Dixon, and

**WHEREAS** a public hearing was held on February 8, 2024, 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 to the parcels being annexed.

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

**Section 1:** The Real Estate described and set forth in Exhibit A which is attached hereto and incorporated herein by reference is hereby annexed into the Corporate 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 8<sup>th</sup> DAY OF February, 2024

  
\_\_\_\_\_  
Mayor Mike Null

ATTEST:

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





**EXHIBIT A**

**ALL OF LOT 10 IN BLOCK 2, OF THE WARREN PARKER SUBDIVISION OF PULASKI COUNTY, MISSOURI, PER THE SUPPLEMENTAL PLAT THEREOF FILED IN THE RECORDER'S OFFICE OF PULASKI COUNTY, MISSOURI IN DECEMBER 4, 1957. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. BEING THE SAME PROPERTY CONVEYED TO GRANTOR BY INSTRUMENT RECORDED ON 3/23/2015 AT INSTRUMENT NO. 201501331 IN THE RECORDS OF PULASKI COUNTY, MISSOURI.**



Recording Date/Time: 02/15/2024 at 10:34:16 AM

Instr #: 202400584

Type: ORDIN

Pages: 3

Fee: \$30.00 S

*Rachelle Beasley*  
Rachelle Beasley, Recorder of Deeds



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(Space above reserved for Recorder of Deeds certification)

1. Title of Document  
*Ordinance No. 637*
2. Date of Document  
*February 8, 2024*
3. Grantor(s)  
*City of Dixon, City Council*
4. Grantee(s)  
Statutory Mailing Address  
*City of Dixon*  
*PO Box 177*  
*Dixon, MO 65459*
5. Legal Description: Attached
6. Reference Documents #  
*None*

## PETITION FOR ANNEXATION

By completing this document, the undersigned petitioner(s) are verifying the following:

1. The undersigned is the owner of all fee interest in that real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.
2. Said property described in Exhibit "A" is not currently a part of any incorporated municipality.
3. Said property described in Exhibit "A" is contiguous and compact to the existing corporate limits of the City of Dixon, Missouri.
4. The undersigned hereby petitions the City Council of the City of Dixon, Missouri, for voluntary annexation of the real property described in Exhibit "A" and that it be included within the corporate limits of the City of Dixon, Missouri as authorized by the provisions of 71.012, RSMo 2000.
5. The undersigned requests that the City Council of the City of Dixon require public notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Dixon to include the real property described in Exhibit "A."
6. The undersigned acknowledges and agrees that by submitting this petition, the City of Dixon will extend valuable resources reviewing and researching the validity of this petition and planning for the annexation requested. Accordingly, we hereby stipulate and agree that our request and consent to annexation shall be irrevocable. We further agree to fully cooperate with the City of Dixon and take all acts necessary to enact, approve and effectuate the annexation requests in this Petition. The undersigned acknowledges that the City of Dixon will expend valuable resources, funds and labor in reliance on representation, stipulation and agreement that this request and consent will not be withdrawn and is irrevocable.

Justin Thompson  
Applicant Name (print)

Justin Thompson  
Applicant signature

\_\_\_\_\_  
Applicant Name (print)

\_\_\_\_\_  
Applicant signature

\_\_\_\_\_  
Applicant Name (print)

\_\_\_\_\_  
Applicant signature

Property Address 307 High St, Dixon, MO 65459

Mailing Address 307 High St, Dixon, MO 65459

Phone Number(s) 573-842-9801

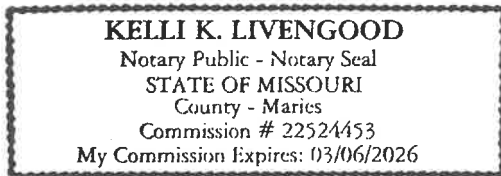
**\*\*See Back Page for Notary Requirement\*\***

STATE OF MISSOURI     )  
                                      )  
COUNTY OF PULASKI    )     SS

On this 11<sup>th</sup> day of, January 2024, before me appeared Justin Thompson, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

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

Kelli K. Livengood  
Notary Public



Type: WD  
Pages: 2  
Fee: \$27.00 S



*Rachelle Beasley*  
Rachelle Beasley, Recorder of Deeds  
Electronically Recorded

### GENERAL WARRANTY DEED

THIS INDENTURE is made as of the 14 day of September, 2020 A.D., by and between **NICOLE R. COLLINS FKA NICOLE R. COBB and TYLER COLLINS, wife and husband, PULASKI County, Missouri, grantors and parties of the first part, and JUSTIN THOMPSON, a single person, (grantee's mailing address: 307 HIGH STREET, DIXON, PULASKI County, Missouri 65459), grantees and parties of the second part.**

WITNESSETH: that the grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) AND OTHER VALUABLE CONSIDERATION, to it paid by the grantee, the receipt and sufficiency of which are hereby acknowledged, do by these presents, GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the grantee, his successors and assigns the following-described lot, tract or parcel of land lying, being and situated in the County of PULASKI and State of Missouri, to-wit:

**ALL OF LOT 10 IN BLOCK 2, OF THE WARREN PARKER SUBDIVISION OF PULASKI COUNTY, MISSOURI, PER THE SUPPLEMENTAL PLAT THEREOF FILED IN THE RECORDER'S OFFICE OF PULASKI COUNTY, MISSOURI IN DECEMBER 4, 1957. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD. BEING THE SAME PROPERTY CONVEYED TO GRANTOR BY INSTRUMENT RECORDED ON 3/23/2015 AT INSTRUMENT NO. 201501331 IN THE RECORDS OF PULASKI COUNTY, MISSOURI.**

SUBJECT TO:(a) easements, restrictions, reservations, and other agreements and matters of record, if any; (b) taxes and assessments, general and special, not now due and payable; and (c) rights of the public in and to the parts thereof in streets, roads, or alleys.

TO HAVE AND TO HOLD, the described premises, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto the grantee and unto his successors and assigns forever, the said grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee simple in the premises herein conveyed; that they have good right to convey the same; that the premises are free and clear from any encumbrances done or suffered by them or those under whom they claim(s) except as set forth herein; and that they will Warrant and Defend the title of the said premises unto the grantee and

unto his successors and assigns forever, against the lawful claims and demands of all persons, except as set forth herein.

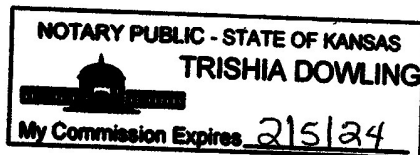
IN WITNESS WHEREOF, the grantors have caused these presents to be signed as of the day and year first above written.

Nicole R. Collins  
NICOLE R. COLLINS, Grantor  
FKA NICOLE R. COBB

Tyler Collins  
TYLER COLLINS, Grantor

STATE OF Kansas )  
 ) ss.  
COUNTY OF Seward )

On this 14<sup>th</sup> day of September, 2020, before me, a Notary Public in and for said state, personally appeared **NICOLE R. COLLINS FKA NICOLE R. COBB and TYLER COLLINS, wife and husband**, known to me to be the same persons described in and who executed the within instrument, and acknowledged to me they executed the same for the purpose therein stated.



Trishia Dowling  
Notary Public: Trishia Dowling  
My Commission Expires: 2/5/24

## **NOTICE OF PUBLIC HEARING**

The Board of Alderman of the City of Dixon will hold a public hearing at 6:00 p.m. or as soon as possible thereafter, on Thursday, February 8, 2024 at the Dixon City Hall, 305 S. Elm Street, Dixon, Missouri 65459. The hearing is being held pursuant to the requirements of Section 71.012 of the Revised Statutes of Missouri regarding the Voluntary annexation procedure.

1. Petition for annexation into the incorporated city limits of the City of Dixon of the following address:
  - a. 307 High Street, Dixon, MO 65459.
2. A copy of the petition is available for review at the Office of the City of Dixon City Clerk at Dixon City Hall during regular business hours.
3. All interested persons shall be given an opportunity to be heard at the public hearing.

Posted: 02/05/2024

## NOTICE OF PUBLIC HEARING

The Board of Alderman of the City of Dixon will hold a public hearing at 6:00 p.m. or as soon as possible thereafter, on Monday February 5, 2024 at the Dixon City Hall, 305 S. Elm Street, Dixon, Missouri 65459. The hearing is being held pursuant to the requirements of Section 71.012 of the Revised Statutes of Missouri regarding the Voluntary annexation procedure.

1. Petition for annexation into the incorporated city limits of the City of Dixon of the following address:

a. 307 High Street, Dixon, MO 65459.

2. A copy of the petition is available for review at the Office of the City of Dixon City Clerk at Dixon City Hall during regular business hours.

3. All interested persons shall be given an opportunity to be heard at the public hearing.

DATED: 1/16/2024

City Clerk  
City of Dixon

#3-1tc

2x4  
#3  
1-17-24

Cost: \$56.00



# 2024 ADOPTING ORDINANCE

BILL NO. 2024-0038

ORD. NO. 638

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF THE CITY OF DIXON, COUNTY OF PULASKI, STATE OF MISSOURI; ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY FOR THE VIOLATION THEREOF; 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. Approval, Adoption and Enactment of Code.**

Pursuant to Section 71.943 of the Revised Statutes of Missouri, the codification of ordinances, as set out in Titles I through VII, each inclusive, of the "Code of Ordinances of the City of Dixon, County of Pulaski, State of Missouri," is hereby adopted and enacted as the "Code of Ordinances of the City of Dixon"; which shall supersede all other general and permanent ordinances of the City passed on or before June 12, 2023, to the extent provided in Section 3 hereof.

## **Section 2. When Code Provisions Effective.**

All provisions of such Code shall be in full force and effect from and after the effective date of this ordinance as set forth herein.

## **Section 3. Repeal of Legislation Not Contained in Code; Legislation Saved From Repeal; Matters Not Affected By Repeal.**

- A. All ordinances of a general and permanent nature of the City adopted on final passage on or before June 12, 2023, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of this ordinance, except those which may be specifically excepted by separate ordinance, and except the following which are hereby continued in full force and effect, unless specifically repealed by separate ordinance:
1. Ordinances promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bonds or notes of the City or any other evidence of the City's indebtedness, or authorizing any contract or obligation assumed by the City.
  2. Ordinances levying taxes or making special assessments.

3. Ordinances appropriating funds or establishing salaries and compensation, and providing for expenses.
  4. Ordinances granting franchises or rights to any person, firm or corporation.
  5. Ordinances relating to the dedication, opening, closing, naming, establishment of grades, improvement, altering, paving, widening or vacating of streets, alleys, sidewalks or public places.
  6. Ordinances authorizing or relating to particular public improvements.
  7. Ordinances respecting the conveyances or acceptance of real property or easements in real property.
  8. Ordinances dedicating, accepting or vacating any plat or subdivision in the City or any part thereof, or providing regulations for the same.
  9. Ordinances annexing property to the City.
  10. All zoning and subdivision ordinances not specifically repealed and not included herein.
  11. Ordinances establishing TIF districts or redevelopment districts.
  12. Ordinances relating to traffic schedules (e.g., stop signs, parking limits, etc.).
  13. All ordinances relating to personnel regulations and policies (e.g., pensions, retirement, job descriptions and insurance, etc.).
  14. Ordinances authorizing the establishment of industrial development corporations.
  15. Ordinances establishing tax rates for the City.
  16. Ordinances regarding Police Department procedures and policies, including procedures on arrest.
  15. Ordinances regarding conflicts of interest and disclosure reports.
- B. The repeal provided for in this Section shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.
- C. The repeal provided for in this Section 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.

#### **Section 4. Amendments To Code.**

Any and all additions and amendments to such Code when passed in such form as to indicate the intention of the Board of Aldermen to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances of the City of Dixon" shall be understood and intended to include such additions and amendments.

#### **Section 5. Violations and Penalties.**

- A. Whenever in this Code or any other ordinance of the City, or in any rule, regulation, notice or order promulgated by any officer or agency of the City under authority duly vested in him/her or it, any act is prohibited or is declared to be unlawful or an offense, misdemeanor or ordinance violation or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, misdemeanor or ordinance violation, and no specific penalty is provided for the violation thereof, upon conviction of a violation of any such provision of this Code or of any such ordinance, rule, regulation, notice or order, the violator shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the City or County Jail not exceeding ninety (90) days, or by both such fine and imprisonment; provided that in any case wherein the penalty for an offense is fixed by a Statute of the State, the statutory penalty, and no other, shall be imposed for such offense, except that imprisonments may be in the City prison or workhouse instead of the County Jail.
- B. Every day any violation of this Code or any other ordinance or any such rule, regulation, notice or order shall continue shall constitute a separate offense.
- C. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

#### **Section 6. Applicability of General Penalty.**

In case of the amendment by the Board of Aldermen of any Section of such Code for which a penalty is not provided, the general penalty as provided in Section 5 of this ordinance shall apply to the Section as amended; or in case such amendment contains provisions for which a penalty other than the aforementioned general penalty is provided in another Section in the same Chapter, the penalty so provided in such other Section shall be held to relate to the Section so amended, unless such penalty is specifically repealed therein.

#### **Section 7. Filing of Copy of Code; Codes To Be Kept Up-To-Date.**

A copy of such Code shall be kept on file in the office of the City Clerk, preserved in loose-leaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of

the City Clerk, or someone authorized by said officer, to insert in their designated places all amendments and all ordinances or resolutions which indicate the intention of the Board of Aldermen to make the same part of such Code when the same have been printed or reprinted in page form and to extract from such Code all provisions which from time to time may be repealed by the Board of Aldermen. This copy of such Code shall be available for all persons desiring to examine the same.

**Section 8. Altering or Tampering With Code; Violations and Penalties.**

It shall be unlawful for any person to change or alter by additions or deletions any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of Dixon to be misrepresented thereby. Any person violating this Section shall be punished as provided in Section 5 of this ordinance.

**Section 9. Severability.**

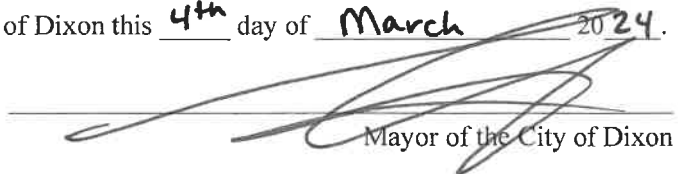
It is hereby declared to be the intention of the Board of Aldermen that the Sections, paragraphs, sentences, clauses and phrases of this ordinance and the Code hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or the Code hereby adopted shall be 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 the Code hereby adopted.

**Section 10. Effective Date.**

This ordinance and the Code adopted hereby shall become effective March 4, 2024.

PASSED by the Board of Aldermen of the City of Dixon this 4<sup>th</sup> day of March 2024.

APPROVED by the Mayor of the City of Dixon this 4<sup>th</sup> day of March 2024.

  
Mayor of the City of Dixon

ATTEST:

  
City Clerk



Journal of "ayes" and "nays"  
First reading

Board Member

Votes

Aye

Nay

Michael Gunther

✓

Anthony Campbell

✓

Stacey Yoakum

✓

Trevor Warnol

✓

Mary Wiles

✓

Journal of "ayes" and "nays"  
Second reading

Board Member

Votes

Aye

Nay

Michael Gunther

✓

Anthony Campbell

✓

Stacey Yoakum

✓

Trevor Warnol

✓

Mary Wiles

✓

City of Dixon  
2023 Statutory Updates Incorporated During Supplement # 4

The Sections of the Code noted in the table below have been updated with the 2023 statutory material. The City's attorney may want to review these changes to confirm these revisions are necessary. All revised Sections will be in effect following the City's adoption of the Code.

Section/Subsection of the Code	Description of the Revision	Pursuant to RSMo. Section
120.020	A new Subsection (A)(16) regarding certain law enforcement and/or public safety agency information was added and subsequent Subsections were renumbered. In former Subsection (A)(16) [now (A)(17)], we deleted "which is or appears to be terrorist in nature and."	610.021
210.840	Additional provisions were added to Subsection (G) of this Section setting out an exception to certain weapons regulations for certain school officers and school protection officers.	571.030
210.1230	Subsection (A) of this Section was revised to read in part, "...or utility regulated under Chapter 386 or 393, RSMo., including <u>twisted pair copper telecommunications wiring of pair or greater existing in 19, 22, 24, or 26 gauge burnt wire</u> , bleachers, guardrails..."	407.302
210.1870	We added this Section regarding "drug masking products."	579.041
340.230	This Section, regarding texting while operating a motor vehicle, was derived from Section 304.820, RSMo. SB 398 repealed Section 304.820, RSMo., and adopted a new Section 304.822, RSMo., which includes similar provisions. This Section was revised to reflect the new provisions in Section 304.822, RSMo.	304.820, 304.822
355.090	In Subsection (A), we corrected a typo in the Model Code by revising "...designate by proper signs placed not..." to read "...designate by proper signs <u>places</u> not..."	300.480

**AN ORDINANCE ESTABLISHING PENALTIES AND LATE FEES FOR FAILURE TO  
TIMELY PROCURE OR RENEW ANNUAL CITY ALCOHOL LICENSE AS  
REQUIRED BY THE ORDINANCES OF THE CITY OF DIXON, AND PROVIDING  
FOR AN EFFECTIVE DATE THEREOF.**

**WHEREAS** the ordinances of the City of Dixon require any person or entity desiring to sell liquor within the City limits of the City of Dixon to obtain a license to do so, and renew said license annually; and

**WHEREAS** the current penalty is insufficient for businesses to renew their licenses in a timely manner.

**NOW BE IT ORDAINED** by the Board of Aldermen of the City of Dixon, Missouri, as follows:

**Section 1: Penalty for Failure to Purchase a License for the sale of Alcohol:**

Any person, corporation, company, or other entity required to obtain a license for the sale of alcohol pursuant to Dixon City Code chapter 600 who fails to do so shall be subject to a fine of \$250.00 for every month (each month constitutes a separate violation), or part thereof, during which the required license has not been purchased. The City Clerk may refuse to issue a current license to any such person until payment has been made for the license together with any amount owed as a consequence of penalties occurring pursuant to this ordinance.

**Section 2:** Any person, corporation, company, or other entity who fails to timely renew license for the sale of alcohol as required by the ordinances of the City of Dixon shall pay a late fee pursuant to the following schedule in addition to the renewal fee:

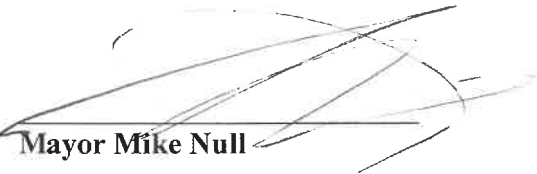
- a. \$100.00 if renewed 1-30 days late;
- b. \$200.00 if renewed 31-60 days late;
- c. \$300.00 dollars if renewed 61-90 days late.
- d. An additional \$400.00 for each 30 day period thereafter.

**Section 3:** Any person, corporation, company, or other entity who sells alcohol with an expired license shall be subject to a fine of \$250.00 for each sale.

**Section 4:** Any prior ordinances or sections of prior ordinances inconsistent with this ordinance are repealed.

**Section 5: Effective Date:** This ordinance shall be in full force and effect from and after the date of its passage by the Dixon Board of Aldermen and approval by its Mayor.

Read two times and passed this 9<sup>th</sup> DAY OF APRIL 2024

  
Mayor Mike Null

Attest:

  
City Clerk





ORDINANCE NO. 640

Bill No. 2024-0040

**AN ORDINANCE MODIFYING THE PROCEDURES FOR ISSUANCE OF BUSINESS  
LICENSES FOR THE CITY OF DIXON, MISSOURI.**

**WHEREAS** the City of Dixon requires people and business entities to have a business license to engage in business within the city limits; and

**WHEREAS** the ordinances currently require Council approval of a business license; and

**WHEREAS** the current system has proven inefficient.

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

SECTION 1: The city clerk may issue a business license upon receipt of a complete application, proof that the applicant owes no taxes to the city, and proof any required insurances for the business such as worker's compensation insurance.

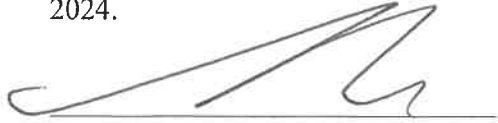
SECTION 2: If the City clerk finds the application irregular, incomplete, or otherwise has concerns regarding the application, then the Clerk may place approval of the license on the agenda at the next regular council meeting.

SECTION 3: If the Council denies the application, the applicant may request a hearing at the next regular council meeting.

SECTION 4: All Ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed.

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

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF  
DIXON, MISSOURI, AND APPROVED BY THE MAYOR THIS 4<sup>th</sup> DAY OF MARCH  
2024.



Mayor Mike Null

ATTEST:

  
City Clerk

**AN ORDINANCE OF THE CITY OF DIXON, MISSOURI ASSESSING  
REGISTRATION FEES FOR VACANT AND  
UNSAFE STRUCTURES**

WHEREAS There are numerous vacant and unsafe buildings within the City of Dixon, and

WHEREAS the owners of the real estate seemingly have no motivation to correct the safety issues with these buildings,

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON:

**Section 1:** Registration fees for vacant and unsafe structures.

(a) Pursuant to Section 67.399 RSMo, there is hereby established a semiannual registration fee of \$250.00 which shall be charged to the owner of any parcel of residential property improved by a residential structure, or commercial property improved by a structure containing multiple dwelling units, that is vacant, and has been vacant for at least six months, and has been cited by the building official of the city for violations of applicable building and housing codes established by the city and set forth in the Code of Ordinances.

(b) The supervisor of public works, acting as the building official of the city, is hereby designated as the municipal officer to investigate any property that may be subject to the registration fee. The building official shall report his findings and recommendations, and shall determine whether any such property shall be subject to the registration fee. Within five business days after the building official has determined that a parcel of property is subject to the registration fee, the city clerk shall notify by mail the owners of property on which the registration fee has been levied at their last known address according to the records of the city and the county. The property owner shall have the right to appeal the decision of the building official to the Municipal Division of the Circuit Court of Pulaski County, Missouri within 30 days of such notification. Absent the existence of any valid appeal or request for reconsideration pursuant to subsection (c) of this section, the registration fee shall begin to accrue on the beginning of the second calendar quarter after the decision of the building official.

(c) Within 30 days after the building official's notification of the property owner, the property owner may complete any improvements to the property that may be necessary to revoke the levy of the registration fee, and then may request a reinspection of the property and a reconsideration of the levy of the registration fee by the building official. If the building official revokes the registration fee, no such assessment shall be made and the matter shall be considered closed. If the building official affirms the assessment of the registration fee, the property owner shall have the right to appeal the reconsideration decision of the building official to the Municipal Division of the Circuit Court of Pulaski County, Missouri within 30 days after such decision. Absent the existence of any valid appeal to the municipal court or other court of competent jurisdiction, the

registration fee shall begin to accrue on the beginning of the second calendar quarter after the reconsideration decision of the building official.

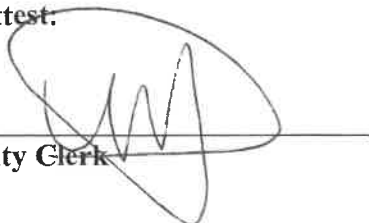
(d) The registration fee shall be \$250.00 for each period of six months from the date of commencement of said registration charge and shall be added by the city collector to the annual property tax bill of the owner of the property assessed said registration fee. It shall be the duty of the owner of said property to pay said fees as billed by the city collector in full on or before December 31st of each year said registration fees are assessed. Delinquent payments shall result in the same penalty, and pay the same rate of interest, as delinquent property taxes. Any registration fees which are delinquent for a period of one year shall become a lien on the property and shall be subject to foreclosure proceedings in the same manner as delinquent real property taxes. The owner of the property against which the assessment was originally made shall be able to redeem the property only by presenting evidence that the violations of the applicable building and housing codes cited by the building official have been cured and presenting payment of all registration fees and penalties. Upon bona fide sale of the property to an unrelated party said lien shall be considered released and the delinquent registration fee forgiven.

**Section 2:** This ordinance shall be in full force and effect on the date of its passage.

Read two times and passed this 6 DAY OF May, 2024

  
Mayor, Mike Null

Attest.

  
City Clerk



**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 2024.**

**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 voters at due and proper elections held in said City, that there shall be levied and collected as taxes for the year 2024, upon all real estate, personal and mixed property taxable within the City of Dixon, Missouri, at the rate of 1.0987 cents on the \$100.00 assessed valuation as per the following purposes:

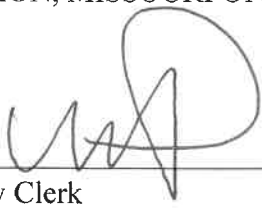
GENERAL REVENUE ON EACH \$100 ASSESSED VALUATION.....	0.4900
FOR PUBLIC LIBRARY.....	0.1500
DEBT SERVICE.....	0.4587
 TOTAL.....	 1.0987

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 2024

**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 shall be in full force from the date of its passage.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI ON THIS 8<sup>th</sup> DAY OF August, 2024

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

  
\_\_\_\_\_  
Mike Null, Mayor



Bill No. 2024-0043

ORDINANCE NO. 643

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

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

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

WHEREAS the City of Dixon is already a member of the MRPC; 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:

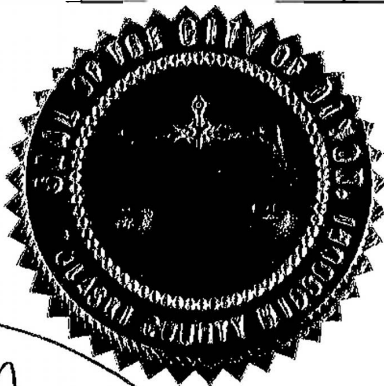
SECTION 1: The Annual Membership Technical Assistance Contract attached hereto is hereby approved.

SECTION 2: The City shall renew its membership to the MRPC at the Basic Membership Level.

SECTION 3: The Mayor of Dixon is authorized and directed to execute said contract on behalf of the City of Dixon.

SECTION 4: 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 3rd DAY OF September, 2024.



APPROVED:

A handwritten signature in black ink, consisting of several fluid, connected strokes.

Mayor, City of Dixon, Missouri

ATTEST:

A handwritten signature in black ink, featuring a large, stylized initial 'C' followed by several loops and a long horizontal stroke.

City Clerk

**ANNUAL MEMBERSHIP  
TECHNICAL ASSISTANCE CONTRACT**  
by and between  
**MERAMEC REGIONAL PLANNING COMMISSION**  
and the  
**CITY OF Dixon**

This Agreement is made and entered into on the 1st day of July, 2024, by and between Meramec Regional Planning Commission, #4 Industrial Drive, St. James, Missouri 65559, hereinafter referred to as "MRPC" and the CITY OF Dixon, hereinafter referred to as "Client."

- 1. Services to Client.** MRPC shall provide the services of one or more of its employees to the Client for purposes of grant research, project development and grant writing, or other technical assistance work allowed under the MRPC board's hour allocation policy.
- 2. Client to Supply Data and Records as requested by MRPC.** The Client agrees to appoint a single point of contact to work with MRPC, and the Client agrees to supply MRPC with all required financial, demographic, statistical and other data and information requested or required by MRPC, the applicable agency, and federal and state law and regulation.
- 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 will provide the services described in this agreement for the period commencing July 1, 2024 through June 30, 2025. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties. MRPC shall promptly proceed with its obligations under this agreement and use reasonable efforts to complete same within a reasonable time. 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 completion of requested service(s).

**7. Consideration.** In consideration for the services provided by MRPC hereunder the Client agrees to pay MRPC at the following hourly rates after using any available city/county allocated technical assistance hours<sup>1</sup>: For the months of July 2024-June 2025: Technical Level #1 \$65.00; Technical Level #2 \$56.00; Management \$80.00; Fiscal Officer \$85.00; Assistant Director \$87.00; and Executive Director \$110.00. MRPC shall periodically invoice the Client for fees and expenses as same are incurred in a timely manner.

Member governments will be notified of the number of free hours with their membership (dues) statements each year. This contract identifies the below number of free hours allocated to the member government and sets forth

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<sup>1</sup> At the beginning of each fiscal year, each member county and city will be allocated a given number of hours as a part of membership dues. Any work exceeding 30 minutes in length that a member government requests of MRPC on a given project—from researching potential funding options to writing grants—will be deducted from this annual hour allocation. Once a member government uses its allocation of hours for the year, it will be charged at the established hourly rates for any additional work requested that year. Excess hours cannot be carried over to succeeding years. 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. A member government or client may only use one year's worth of allocated hours on a specific project, even if it crosses fiscal years.



hourly rates to be applied should a project require additional time in excess of those hours. 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.

Membership Level	County Hours	City Hours
Basic	18	15
Enhanced	24	21
Prime	30	27

**8. Termination of Agreement.** This agreement will terminate June 30, 2025; 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. 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 contract, 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.

**10. 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 contract, shall have any personal financial interest, direct or indirect, in the project or this agreement.

**11. 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.

**12. 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.

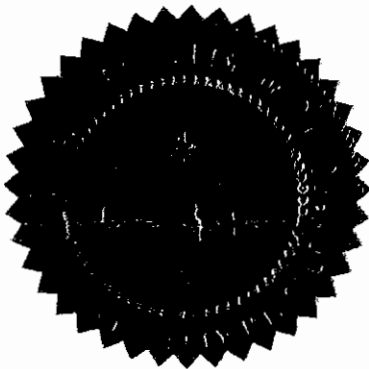
13. **Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

14. **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, Attn: Natalie Perez, P.O. Box 177 (address) Dixon (city), MO 65459 (zip); or to such address as any party shall designate to the other from time to time in writing forward in like manner.

15. **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.

16. **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 of 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 A. Bragg

Date: 10-16-24

CITY OF Dixon

By: [Signature]

Date: 9/3/2024

ORDINANCE NO. 644

BILL #: 2024-0044

AN 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 requested bids for the collection, transportation, and disposal of residential garbage;

WHEREAS the Board has accepted the bid of Waste Corporation of Missouri, LLC.

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

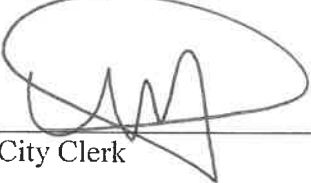
SECTION 1: The Agreement attached hereto as Exhibit A, providing for the collection, transportation, and disposal of all residential garbage and trash from residences within the City of Dixon is hereby approved, and made a part hereof.

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.

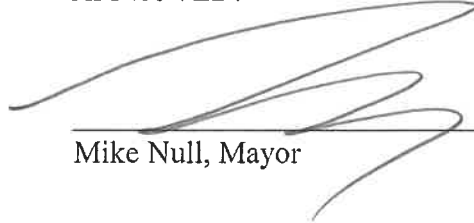
SECTION 3: This ordinance shall be in full force and effect from the date of its passage.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON, MISSOURI, AND  
APPROVED THIS 3rd DAY OF September, 2024.

ATTEST:

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

APPROVED:

  
\_\_\_\_\_  
Mike Null, Mayor



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

This Residential Solid Waste Collection Contract is made and entered into this \_\_\_\_ day of September, 2024 (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:

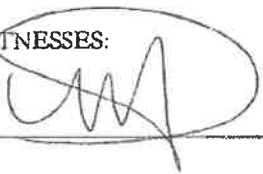
1. Contractor is hereby designated as the exclusive contractor and is hereby granted the license and privilege within the territorial jurisdiction of the City, to provide solid waste collection and disposal services for all residential units within the City or outside the City but utilizing City services. 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, 2024 (the "Effective Date") and will expire on September 30, 2027, 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:



DATE:

9/3/2024

City of Dixon

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Contractor:

Waste Corporation of Missouri LLC

By:   
John Burke, Sales Manager  
Missouri South

## PROPOSAL JULY 19, 2024

- 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 an annual citywide residential cleanup at no charge with dates to be mutually agreed upon. Residential cleanup to consist of furnishing two 30 cubic yard roll-off containers with hauling and disposal for both loads , 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 utilizing rear load containers at no charge, i.e. City Hall, Parks, Fire Department, etc... Facilities requiring the service with a roll-off container shall be charged for hauling and disposal costs.
  - 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, who subscribe to our service, directly for services provided.
- **City pricing for residential service shall be guaranteed for 24 months** with an increase on the third (3) year reflecting any increase in the CPI (Consumer Price Index) for Garbage and Trash Collection as recorded by the Federal date for that category.
- Cost for residential cart service 1 x W shall be \$15.35 per month. Additional carts shall be supplied upon request at a cost of \$7.50 per month.
- WCA shall supply the City with a specific written Protocol document identifying Contractor points of contact and responsibilities.

ORDINANCE NO. 645

BILL NO: 2024-0045

**AN ORDINANCE ANNEXING REAL ESTATE INTO THE  
CORPORATE LIMITS OF THE CITY OF DIXON**

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

**WHEREAS** the City of Dixon has received a Petition for Annexation from the owner of a parcel of real estate requesting annexation into the City of Dixon; and

**WHEREAS** the parcel of real estate is contiguous and compact to the current corporate limits of the City of Dixon, and

**WHEREAS** a public hearing was held on September 9, 2024, 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 to the parcels being annexed.

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

**Section 1:** The Real Estate described as follows:

**All Lots 7, 8, and 9 in Block 3 of the JONES FIRST ADDITION, Pulaski**

**County, Missouri per the plat thereof filed in the Recorder's Office of**

**Pulaski County Missouri.**

is hereby annexed into the Corporate 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 9<sup>th</sup> DAY OF September, 2024

ATTEST:

City Clerk

Mayor Mike Null





Recording Date/Time: 09/16/2024 at 03:31:19 PM  
Instr #: 202404175



Type: ORDIN  
Pages: 4  
Fee: \$33.00 S

*Rachelle Beasley*  
Rachelle Beasley, Recorder of Deeds

(Space above reserved for Recorder of Deeds certification)

1. Title of Document  
Ordinance No: 645
2. Date of Document  
September 9, 2024
3. Grantor(s)  
City of Dixon, City Council
4. Grantee(s)  
Statutory Mailing Address  
City of Dixon  
PO Box 177  
Dixon, MO 65459
5. Legal Description: Attached
6. Reference Documents #  
None

4pg - City of Dixon #53630 \$33<sup>00</sup>



## PETITION FOR ANNEXATION


By completing this document, the undersigned petitioner(s) are verifying the following:

1. The undersigned is the owner of all fee interest in that real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.
2. Said property described in Exhibit "A" is not currently a part of any incorporated municipality.
3. Said property described in Exhibit "A" is contiguous and compact to the existing corporate limits of the City of Dixon, Missouri.
4. The undersigned hereby petitions the City Council of the City of Dixon, Missouri, for voluntary annexation of the real property described in Exhibit "A" and that it be included within the corporate limits of the City of Dixon, Missouri as authorized by the provisions of 71.012, RSMo 2000.
5. The undersigned requests that the City Council of the City of Dixon require public notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Dixon to include the real property described in Exhibit "A."
6. The undersigned acknowledges and agrees that by submitting this petition, the City of Dixon will extend valuable resources reviewing and researching the validity of this petition and planning for the annexation requested. Accordingly, we hereby stipulate and agree that our request and consent to annexation shall be irrevocable. We further agree to fully cooperate with the City of Dixon and take all acts necessary to enact, approve and effectuate the annexation requests in this Petition. The undersigned acknowledges that the City of Dixon will expend valuable resources, funds and labor in reliance on representation, stipulation and agreement that this request and consent will not be withdrawn and is irrevocable.

I am Amy George (f/k/a Amy Kinsley).

I am a managing member of REW RE, LLC.

REW RE, LLC owns the property described in Exhibit "A".

<u>Amy Kinsley</u> Applicant Name (print)	<u></u> Applicant signature
Property Address(es)	<u>Lots 8+9 in Block 3 of Jones First Addition</u>
Mailing Address	<u>11205 Cherry Rd. Dixon, MO 65459</u>
Phone Number(s)	<u>314.996.9535</u>

**\*\*See Back Page for Notary Requirement\*\***

STATE OF MISSOURI     )  
                                  )  
COUNTY OF PULASKI    )     SS

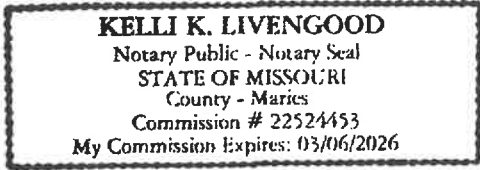
On this 28<sup>th</sup> day of, August 2024, before me appeared Amy Kinsley, known to me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

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

Kelli Livengood  
Notary Public Signature

Printed Name: Kelli Livengood

My Commission Expires: 03/06/2026



(Seal)

"Exhibit A"

Recorded in Pulaski County, Missouri



Recording Date/Time: 10/04/2023 at 03:20:22 PM

Instr #: 202304773

Type: WD  
Pages: 2  
Fee: \$27.00 S

*Rachelle Beasley*  
Rachelle Beasley, Recorder of Deeds



### WARRANTY DEED

THIS INDENTURE, Made on the 2 day of October, 2023, by and between **Christopher Davis and Jamie Davis, husband and wife**, of the County of Pulaski and State of Missouri, parties of the first part or Grantors, and **REW RE, LLC**, party of the second part or Grantee, (mailing address of Grantee is:

11205 Cherry Road, Dixon, MO 65459;

WITNESSETH, That the said parties of the first part, in consideration of the sum of OTHER VALUABLE CONSIDERATION AND TEN & NO/100 - - - -DOLLARS to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Pulaski and State of Missouri, to-wit:

All of Lots 7, 8 and 9 in Block 3 of JONES FIRST ADDITION, Pulaski County, Missouri, as per the plat thereof filed in the Recorder's Office of Pulaski County, Missouri. Subject to easements, restrictions and reservations of record.

THIS DOCUMENT, INCLUDING THE LEGAL DESCRIPTION, WAS PREPARED BY WARREN & WARREN, SOLELY UPON INFORMATION FURNISHED BY THE PARTIES OR THEIR AGENTS AND WITHOUT TITLE SEARCH OR EXAMINATION.

TO HAVE AND TO HOLD, The Premises aforesaid, with all and singular rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto its successors and assigns forever; the said parties of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim, and that they will Warrant and Defend the title to the said premises unto the party of the second part, and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

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

C. Davis  
**Christopher Davis**

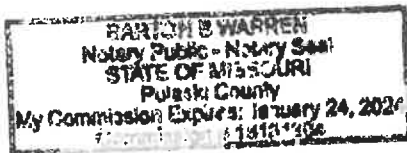
Jamie Davis  
**Jamie Davis**

STATE OF MISSOURI                    )  
  ) SS  
COUNTY OF PULASKI                )

On this 2 day of October, 2023, before me personally appeared **Christopher Davis and Jamie Davis, husband and wife**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires: \_\_\_\_\_



[Signature]  
Notary Public

## NOTICE OF PUBLIC HEARING

The Board of Alderman of the City of Dixon will hold a public hearing at 6:00 p.m. or as soon as possible thereafter, on Monday September 9, 2024 at the Dixon City Hall, 305 S. Elm Street, Dixon, Missouri 65459. The hearing is being held pursuant to the requirements of Section 71.012 of the Revised Statutes of Missouri regarding the Voluntary annexation procedure.

1. Petition for annexation into the incorporated city limits of the City of Dixon of the following address:

a. Lots 8 and 9 – Blk 3 Jones First Addition, Dixon, MO 65459.

2. A copy of the petition is available for review at the Office of the City of Dixon City Clerk at Dixon City Hall during regular business hours.

3. All interested persons shall be given an opportunity to be heard at the public hearing.

DATED: 8/23/2024

City Clerk  
City of Dixon

#35-11c

2x4  
#35  
8-28-24

Cost: \$56.00

BILL NO: 2024-0046

ORDINANCE NO. 646

**ORDINANCE RATIFYING AND AUTHORIZING A VALUE LEASE AGREEMENT**

WHEREAS the City of Dixon in its ordinary course of business requires the use of a Printing and Copying Machines; and

WHEREAS the City's prior lease has expired for such equipment; and

WHEREAS the City has determined the attached contract is fair and equitable.

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

SECTION 1: The Value Lease Agreement attached hereto is hereby approved.

SECTION 2: The Mayor is authorized to execute the Agreement on behalf of the City.

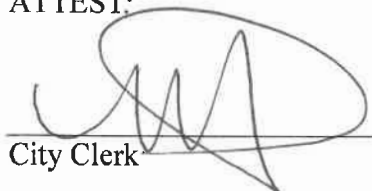
SECTION 3: This ordinance shall be in full force and effect from the date of its passage.

PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI, AND  
APPROVED THIS 9<sup>th</sup> DAY OF September, 2024.

APPROVED:

  
Mayor, City of Dixon, Missouri

ATTEST:

  
City Clerk





# Value Lease Agreement

APPLICATION NO.

AGREEMENT NO.

2983309

12163 Prichard Farm Road • Maryland Heights, MO 63043 • Phone: 314.997.6300 • Fax: 314.997.6064

The words "Lessee," "you" and "your" refer to Customer. The words "Lessor," "we," "us" and "our" refer to GFI Digital, Inc.

**CUSTOMER INFORMATION**

FULL LEGAL NAME City of Dixon, Mo Municipal Government			STREET ADDRESS 305 South Elm Street	
CITY Dixon	STATE MO	ZIP 65459	PHONE 673-917-4504	FAX
BILLING NAME (IF DIFFERENT FROM ABOVE)			BILLING STREET ADDRESS	
CITY	STATE	ZIP	EMAIL klivengood@cityofdixonmo.org	
EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)				

**EQUIPMENT DESCRIPTION**

QTY/MAKE/MODEL/ACCESSORIES	SERIAL NO.	STARTING METER	NOT FINANCED UNDER THIS AGREEMENT
3 Sharp MX-B427W B&W Copier			<input type="checkbox"/>
1 Sharp BP-70C31 Color Copier			<input type="checkbox"/>
1 Sharp BP-70C31 Color Copier			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>
			<input type="checkbox"/>

☐ See attached Schedule A ☐ See attached Billing Schedule

**TERM AND PAYMENT INFORMATION**

60 Payments\* of \$ 344.33 If you are exempt from sales tax, attach your certificate. \*plus applicable taxes

The payment ("Payment") period is monthly unless otherwise indicated.

Payment includes 4905 B&W pages per month	Overages billed monthly at \$ 0.011747 per B&W page*
Payment includes 1250 Color pages per month	Overages billed monthly at \$ 0.0456 per Color page*

**END OF TERM OPTIONS**

You may choose one of the following options, which you may exercise at the end of the term, provided that no event of default under this Agreement has occurred and is continuing. If no box is checked and Initiated, Fair Market Value will be your end of term option. Fair Market Value means the value of the Equipment in continued use.

- ☐ Purchase all of the Equipment for its Fair Market Value, renew this Agreement, or return the Equipment. \_\_\_\_\_ Customer's Initials
- ☐ Purchase all of the Equipment for \$1.00. At the end of the term, title to the Equipment will automatically transfer to you, AS IS, WHERE IS, with no warranties of any kind. \_\_\_\_\_ Customer's Initials

Upon acceptance of the Equipment, THIS AGREEMENT IS NONCANCELABLE, IRREVOCABLE AND CANNOT BE TERMINATED.

**LESSOR ACCEPTANCE**

GFI Digital, Inc.	<i>Wesley Juebering</i>	Gibbs Leasing Admin. Manager	9-30-24
LESSOR	SIGNATURE	TITLE	DATED

**CUSTOMER ACCEPTANCE**

BY SIGNING BELOW OR AUTHENTICATING AN ELECTRONIC RECORD HEREOF, YOU CERTIFY THAT YOU HAVE REVIEWED AND DO AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT ON THIS PAGE AND ON PAGE 2 ATTACHED HERETO.

City of Dixon, Mo Municipal Government	<i>X</i>	<i>Mayor</i>	9/30/24
CUSTOMER (as referenced above)	SIGNATURE	TITLE	DATED
43-6005625	<i>Mike Null</i>		
FEDERAL TAX I.D. #	PRINT NAME		

**DELIVERY & ACCEPTANCE CERTIFICATE**

You certify and acknowledge that all of the Equipment listed above: 1) has been received, installed and inspected; and 2) is fully operational and unconditionally accepted.

CUSTOMER (as referenced above)	<i>X Kelli Livengood</i>	Office Admin	9/30/2024
	SIGNATURE	TITLE	ACCEPTANCE DATE
	<i>Kelli Livengood</i>		
	PRINT NAME		

**TERMS AND CONDITIONS**

1. AGREEMENT: You agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessories incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries ("Equipment") and, if applicable, finance certain software, software license(s), software components and/or professional services in connection with software (collectively, the "Financed Items," which are included in the word "Equipment" unless separately stated) from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as described in this Agreement and in any attached schedule, addendum or amendment hereto ("Agreement"). You represent and warrant that you will use the Equipment for business purposes only. You agree to all of the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes all prior agreements, including any purchase order, invoice, request for proposal, response or other related document. This Agreement becomes valid upon execution by us. If any provision of this Agreement is declared unenforceable, the other provisions herein shall remain in full force and effect to the fullest extent permitted by law. (Continued on Page 2)

**2. OWNERSHIP; PAYMENTS; TAXES AND FEES:** We own the Equipment, excluding any Financed Items. Ownership of any Financed Items shall remain with Supplier thereof. You will pay all Payments, as adjusted, when due, without notice or demand and without abatement, set-off, counterclaim or deduction of any amount whatsoever. If any part of a Payment is more than 5 days late, you agree to pay a late charge equal to: a) the higher of 10% of the Payment which is late or \$26.00, or b) if less, the maximum charge allowed by law. The Payment may be adjusted proportionately upward or downward: (i) if the shipping charges or taxes differ from the estimate given to you; and/or (ii) to comply with the tax laws of the state in which the Equipment is located. You shall pay all applicable taxes, assessments and penalties related to this Agreement, whether levied or assessed on this Agreement, on us (except on our income) or you, or on the Equipment, its lease, sale, ownership, possession, use or operation. If we pay any taxes or other expenses that are owed hereunder, you agree to reimburse us when we request. We may charge you a processing fee for administering property tax filings. You agree to pay a fee of up to \$50 for filing and/or searching costs required under the Uniform Commercial Code ("UCC") or other laws. You agree to pay us an origination fee of up to \$125 for all closing costs. We may apply all sums received from you to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for insufficient funds, you will pay us a service charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

**3. EQUIPMENT; SECURITY INTEREST:** At your expense, you shall keep the Equipment: (i) in good repair, condition and working order, in compliance with applicable laws, ordinances and manufacturers' and regulatory standards; (ii) free and clear of all liens and claims; and (iii) at your address shown on page 1, and you agree not to move it unless we agree in writing. You grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement or any other agreement with us ("Other Agreements"), except amounts under Other Agreements which are secured by land and/or buildings. You authorize and ratify our filing of any financing statement(s) to show our interest. You will not change your name, state of organization, headquarters or residence without providing prior written notice to us. You will notify us within 30 days if your state of organization revokes or terminates your existence.

**4. INSURANCE; COLLATERAL PROTECTION; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against all risk, with us named as lender's loss payee, in an amount not less than the full replacement value of the Equipment until this Agreement is terminated. You also agree to maintain commercial general liability insurance with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you do not provide us with acceptable evidence of property insurance within 30 days after the start of this Agreement, we may, at our sole discretion, do as provided in either (A) or (B) below: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. In addition, you agree to pay us our standard fees in connection with obtaining such insurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, leasing, manufacture, use, condition, inspection, removal, return or storage of the Equipment. All indemnities will survive the expiration or termination of this Agreement. You are responsible for any loss, theft, destruction or damage to the Equipment ("Loss"), regardless of cause, whether or not insured. You agree to promptly notify us in writing of any Loss. If a Loss occurs and we have not otherwise agreed in writing, you will promptly pay to us the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. Any proceeds of insurance will be paid to us and credited against the Loss. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to a Loss.

**5. ASSIGNMENT: YOU SHALL NOT SELL, TRANSFER, ASSIGN, ENCUMBER, PLEDGE OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You shall not consolidate or merge with or into any other entity, distribute, sell or dispose of all or any substantial portion of your assets other than in the ordinary course of business, without our prior written consent, and the surviving, or successor entity or the transferee of such assets, as the case may be, shall assume all of your obligations under this Agreement by a written instrument acceptable to us. No event shall occur which causes or results in a transfer of majority ownership of you while any obligations are outstanding hereunder. We may sell, assign, or transfer this Agreement without notice to or consent from you. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. **You agree that our assignee will not be subject to any claims, defenses, or offsets that you may have against us.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

**6. DEFAULT AND REMEDIES:** You will be in default if: (i) you do not pay any Payment or other sum due to us or you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or fail to perform or pay under any material agreement with any other entity; (ii) you make or have made any false statement or misrepresentation to us; (iii) you or any guarantor dies, dissolves, liquidates, terminates existence or is in bankruptcy; (iv) you or any guarantor suffers a material adverse change in its financial, business or operating condition; or (v) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can cancel this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of term plus the anticipated residual value of the Equipment, both discounted to present value at 2%. We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any remedies available to us under the UCC and any other law and we may require that you immediately stop using any Financed Items. If we take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement and you will be responsible for any deficiency. In the event of any dispute or enforcement of our rights under this Agreement or any related agreement, you agree to pay our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. **WE SHALL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

**7. INSPECTIONS AND REPORTS:** We have the right, at any reasonable time, to inspect the Equipment and any documents relating to its installation, use, maintenance and repair. Within 30 days after our request (or such longer period as provided herein), you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. This may include: (i) compiled, reviewed or audited annual financial statements (including, without limitation, a balance sheet, a statement of income, a statement of cash flow, a statement of changes in equity and notes to financial statements) within 120 days after your fiscal year end, and (ii) management-prepared interim financial statements within 45 days after the requested reporting period(s). Annual statements shall set forth the corresponding figures for the prior fiscal year in comparative form, all in reasonable detail without any qualification or exception deemed material by us. Unless otherwise accepted by us, each financial statement shall be prepared in accordance with generally accepted accounting principles consistently applied and shall fairly and accurately present your financial condition and results of operations for the period to which it pertains. You authorize us to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents.

**8. END OF TERM:** Unless the purchase option is \$1.00, at the end of the initial term, this Agreement shall renew for successive month-to-month renewal term(s) under the same terms hereof unless you send us written notice between 90 and 150 days before the end of the initial term or at least 30 days before the end of any renewal term that you want to purchase or return the Equipment, and you timely purchase or return the Equipment. You shall continue making Payments and paying all other amounts due until the Equipment is purchased or returned. As long as you have given us the required written notice, if you do not purchase the Equipment, you will return all of the Equipment to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. **YOU ARE SOLELY RESPONSIBLE FOR REMOVING ANY DATA THAT MAY RESIDE IN THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO HARD DRIVES, DISK DRIVES OR ANY OTHER FORM OF MEMORY.** You cannot pay off this Agreement or return the Equipment prior to the end of the initial term without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**9. USA PATRIOT ACT NOTICE; ANTI-TERRORISM AND ANTI-CORRUPTION COMPLIANCE:** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each customer who opens an account. When you enter into a transaction with us, we ask for your business name, address and other information that will allow us to identify you. We may also ask to see other documents that substantiate your business identity. You and any other person who you control, own a controlling interest in, or who owns a controlling interest in or otherwise controls you in any manner ("Representatives") are and will remain in full compliance with all laws, regulations and government guidance concerning foreign asset control, trade sanctions, embargoes, and the prevention and detection of money laundering, bribery, corruption, and terrorism, and neither you nor any of your Representatives is or will be listed in any Sanctions-related list of designated persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control or successor or the U.S. Department of State. You shall, and shall cause any Representative to, provide such information and take such actions as are reasonably requested by us in order to assist us in maintaining compliance with anti-money laundering laws and regulations.

**10. MISCELLANEOUS:** Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. Whenever our consent is required, we may withhold or condition such consent in our sole discretion, except as otherwise expressly stated herein. From time to time, Supplier may extend to us payment terms for Equipment financed under this Agreement that are more favorable than what has been quoted to you or the general public, and we may provide Supplier information regarding this Agreement if Supplier has assigned or referred it to us. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. You authorize us to make non-material amendments (including completing and conforming the description of the Equipment) on any document in connection with this Agreement. Unless stated otherwise herein, all other modifications to this Agreement must be in writing and signed by each party or in a duly authenticated electronic record. This Agreement may not be modified by course of performance.

**11. WARRANTY DISCLAIMERS: WE ARE LEASING THE EQUIPMENT TO YOU "AS-IS." YOU HAVE SELECTED SUPPLIER AND THE EQUIPMENT BASED UPON YOUR OWN JUDGMENT. IN THE EVENT WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE DOES NOT TAKE RESPONSIBILITIES FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, INFRINGEMENT OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. SO LONG AS YOU ARE NOT IN DEFAULT UNDER THIS AGREEMENT, WE ASSIGN TO YOU ANY WARRANTIES IN THE EQUIPMENT GIVEN TO US.**

**12. LAW; JURY WAIVER:** This Agreement will be governed by and construed in accordance with the law of the principal place of business of Lessor or, if assigned, its assignee. You consent to jurisdiction and venue of any state or federal court in the state of Lessor or, if assigned, its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **BOTH PARTIES WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

**13. MAINTENANCE AND SUPPLIES:** You have elected to enter into a separate arrangement with Supplier for maintenance, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and toner and developer ("Arrangement"). You agree to pay all amounts owing under this Agreement regardless of any claim you have against Supplier relating to the Arrangement. Supplier will be solely responsible for performing all services and providing all supplies under the Arrangement. You agree not to hold Lessor (if different from Supplier) or any assignee of this Agreement responsible for Supplier's obligations under the Arrangement. As a convenience to you, we will provide you with one invoice covering amounts owing under this Agreement and the Arrangement. If necessary, Supplier's obligations to you under the Arrangement may be assigned by us. You agree to pay a monthly supply freight fee to cover the costs of shipping supplies to you. Each month, you are entitled to produce the minimum number of pages shown on page 1 of this Agreement for each applicable page type. Regardless of the number of pages made, you will never pay less than the minimum Payment. You agree to provide periodic meter readings on the Equipment. You agree to pay the applicable overage charge for each metered page that exceeds the applicable minimum number of pages. Pages made on equipment marked as not financed under this Agreement will be included in determining your page and overage charges. At the end of the first year of this Agreement, and once each successive 12-month period thereafter, the maintenance and supplies portion of the Payment and the overage charges may be increased by a maximum of 15% of the existing payment or charge. In order to facilitate an orderly transition, the start date of this Agreement will be the date the Equipment is delivered to you or a date designated by us, as shown on the first invoice. If a later start date is designated, in addition to all Payments and other amounts due hereunder, you agree to pay us a transitional payment equal to 1/30th of the Payment, multiplied by the number of days between the date the Equipment is delivered to you and the designated start date. The first Payment is due 30 days after the start of this Agreement and each Payment thereafter shall be due on the same day of each month.





## STATE AND LOCAL GOVERNMENT ADDENDUM

Addendum to Agreement # \_\_\_\_\_, between **City of Dixon, Mo Municipal Government**, as Customer and **GFI Digital, Inc.**, as Lessor. The words "**you**" and "**your**" refer to **Customer**. The words "**we**," "**us**" and "**our**" refer to **Lessor**. In the event of any conflict between the terms and conditions of the Agreement and this Addendum, the terms and conditions of this Addendum shall control, and in the event of any conflict between the general provisions of this Addendum and any provision of this Addendum that expressly applies to you only if you are a political subdivision, county, city, or school district of specific state ("State-Specific Provision"), then the State Specific Provision shall control.

**1. The parties wish to amend the above-referenced Agreement by adding the following language:**

**REPRESENTATIONS AND WARRANTIES OF CUSTOMER:** You hereby represent and warrant to us that: (i) you have been duly authorized under the Constitution and laws of the applicable jurisdiction and by a resolution or other authority of your governing body to execute and deliver this Agreement and to carry out your obligations hereunder; (ii) all legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement; (iii) this Agreement is in compliance with all laws applicable to you, including any debt limitations or limitations on interest rates or finance charges; (iv) the Equipment will be used by you only for essential governmental or proprietary functions of you consistent with the scope of your authority, will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use, and your need for the Equipment is not expected to diminish during the term of this Agreement; (v) you have funds available to pay Payments until the end of your current appropriation period, and you intend to request funds to make Payments in each appropriation period, from now until the end of the term of this Agreement; and (vi) your exact legal name is as set forth on page one of this Agreement.

**INITIAL TERM AND RENEWAL TERM(S):** The term of the Agreement consists of an initial term beginning on the date we pay Supplier and ending at the end of your fiscal year in which we pay Supplier, and a series of renewal terms, each co-extensive with your fiscal year. Except to the extent required by applicable law, if you do not exercise your right to terminate the Agreement under the Non-Appropriation or Renewal paragraph as of the end of any fiscal year, the Agreement will be deemed automatically renewed for the next succeeding renewal term.

An election by you to terminate the Agreement under the Non-Appropriation or Renewal paragraph is not a default.

Notwithstanding anything to the contrary set forth in the Agreement, if we cancel the Agreement following a default by you, we may require that you pay the unpaid balance of Payments under the Agreement through the end of your then-current fiscal year, but we may not require you to pay future Payments due beyond that fiscal year or the anticipated residual value of the Equipment. If we sell the Equipment following a default by you, you will not be responsible for a deficiency, except to the extent of our costs of repossession, moving, storage, repair and sale, and our attorneys' fees and costs.

**NON-APPROPRIATION OR RENEWAL:** If either sufficient funds are not appropriated to make Payments or any other amounts due under this Agreement or (to the extent required by applicable law) this Agreement is not renewed either automatically or by mutual ratification, this Agreement shall terminate and you shall not be obligated to make Payments under this Agreement beyond the then-current fiscal year for which funds have been appropriated. Upon such an event, you shall, no later than the end of the fiscal year for which Payments have been appropriated or the term of this Agreement has been renewed, deliver possession of the Equipment to us. If you fail to deliver possession of the Equipment to us, the termination shall nevertheless be effective but you shall be responsible, to the extent permitted by law and legally available funds, for the payment of damages in an amount equal to the portion of Payments thereafter coming due that is attributable to the number of days after the termination during which you fail to deliver possession and for any other loss suffered by us as a result of your failure to deliver possession as required. You shall notify us in writing within seven days after (i) your failure to appropriate funds sufficient for the payment of the Payments or (ii) to the extent required by applicable law, (a) this Agreement is not renewed or (b) this Agreement is renewed by you (in which event this Agreement shall be mutually ratified and renewed), provided that your failure to give any such notice under clause (i) or (ii) of this sentence shall not operate to extend this Agreement or result in any liability to you.

**SUPPLEMENTS; SEPARATE FINANCINGS:** To the extent applicable, in the event that the parties hereafter mutually agree to execute and deliver any supplement or schedule ("Supplement") under the above-referenced Agreement, such Supplement, as it incorporates the terms and conditions of the Agreement, shall be a separate financing distinct from the Agreement or other Supplements thereto. Without limiting the foregoing, upon the occurrence of an event of default or a non-appropriation event with respect to the Agreement or a Supplement (each, a separate "Contract"), as applicable, we shall have the rights and remedies specified in the Agreement with respect to the Equipment financed and the Payments payable under such Contract, and we shall have no rights or remedies with respect to Equipment financed or Payments payable under any other Contract unless an event of default or non-appropriation event has also occurred under such other Contract.

**2. The parties wish to amend the above-referenced Agreement by restating certain language as follows:**

Any provision in the Agreement stating that you shall indemnify and hold us harmless is hereby amended and restated as follows: "You shall not be required to indemnify or hold us harmless against liabilities arising from this Agreement. However, as between you and us, and to the extent permitted by law and legally available funds, you are responsible for and shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses, damages or losses arising under or related to the Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof, except that you shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses, damages or losses that arise directly from events occurring after you have surrendered possession of the Equipment in accordance with the terms of this Agreement to us or that arise directly from our gross negligence or willful misconduct."

Any provision in the Agreement stating that the Agreement is governed by a particular state's laws and you consent to such jurisdiction and venue is hereby amended and restated as follows: "This Agreement will be governed by and construed in accordance with the laws of the state where you are located. You consent to jurisdiction and venue of any state or federal court in such state and waive the defense of inconvenient forum."

Any provision in the Agreement stating this Agreement supersedes any invoice and/or purchase order is hereby amended and restated as follows: "You agree that the terms and conditions contained in this Agreement, which, with the acceptance certification, is the entire agreement between you and us regarding the Equipment and which supersedes any purchase order, invoice, request for proposal, response or other related document."

Any provision in the Agreement stating that this Agreement shall automatically renew unless the Equipment is purchased, returned or a notice requirement is satisfied is hereby amended and restated as follows: "Unless the purchase option is \$1.00 or \$101.00, you agree to send us written notice at least 30 days before the end of the final renewal term that you want to purchase or return the Equipment, and you agree to so purchase or return the Equipment not later than the end of the final renewal term. If you fail to so purchase or return the Equipment at or before the end of the final renewal term, you shall be a holdover tenant with respect to this Agreement and the Equipment, and this Agreement shall renew on a month-to-month basis under the same terms hereof until the Equipment has been purchased or returned."

Any provision in the Agreement stating that we may assign this Agreement is hereby amended and restated as follows: "We may sell, assign, or transfer this Agreement without notice to or consent from you, and you waive any right you may have to such notice or consent."

Any provision in the Agreement stating that you grant us a security interest in the Equipment to secure all amounts owed to us under any agreement is hereby amended and restated as follows: "To the extent permitted by law, you grant us a security interest in the Equipment to secure all amounts you owe us under this Agreement and any supplements hereto. You authorize and ratify our filing of any financing statement(s) and the naming of us on any vehicle title(s) to show our interest."

**NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.**

Any provision in the Agreement stating that a default by you under any agreement with our affiliates or other lenders shall be an event of default under the Agreement is hereby amended and restated as follows: "You will be in default if: (i) you do not pay any Payment or other sum due to us under this Agreement when due or you fail to perform in accordance with the covenants, terms and conditions of this Agreement; (ii) you make or have made any false statement or misrepresentation to us; or (iii) you dissolve, liquidate, terminate your existence or are in bankruptcy.

Any provision in the Agreement stating that you shall pay our attorneys' fees is hereby amended and restated as follows: "In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay, to the extent permitted by law and to the extent of legally available funds, our reasonable attorneys' fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee."

Any provision in the Agreement requiring you to pay amounts due under the Agreement upon the occurrence of a default, failure to appropriate funds or failure to renew the Agreement is hereby amended to limit such requirement to the extent permitted by law and legally available funds.

**3. If your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** Unless otherwise required by law, upon your acceptance of the Equipment, title to the Equipment shall be in your name, subject to our interest under this Agreement; provided, however, that if you are a political subdivision of any of the States of Colorado, Georgia, Louisiana, Minnesota, Ohio or Oklahoma, and if your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, title to the Equipment shall be in our name, subject to your interest under the Agreement.

**4. With respect to any "Financed Items," the following provisions shall be applicable to such Financed Items:**

This Addendum concerns the granting to you of certain software and/or software license(s) ("Licensed Software"), the purchase by you of certain software components, including but not limited to, software maintenance and/or support ("Products") and/or the purchase by you of certain implementation, integration, training, technical consulting and/or professional services in connection with software ("Services") (collectively, the "Financed Items") from software licensor(s) and/or supplier(s) (collectively, the "Supplier"), all as further described in the agreement(s) between you and Supplier (collectively, the "Product Agreement"). For essential governmental purposes only, you have requested and we have agreed that instead of you paying the fees pursuant to the Product Agreement to Supplier for the Financed Items, we will satisfy your obligation to pay such fees to Supplier, and in consideration thereof, you shall repay the sums advanced by us to Supplier by promptly making certain installment payments to us, which are included in the Payments set forth in the Agreement.

To the extent permitted by law, you grant us a security interest in the license(s), including without limitation, all of your rights in the Licensed Software granted thereunder, the Products, all rights to payment under the Product Agreement, the Financed Items, and all proceeds of the foregoing to secure all amounts you owe us under this Agreement. You authorize and ratify our filing of any financing statement(s) to show our interest.

Ownership of any Licensed Software shall remain with Supplier thereof. All Financed Items shall be provided by a Supplier unrelated to us, and your rights with respect to such Financed Items shall be governed by the Product Agreement between you and Supplier, which shall not be affected by this Agreement. IN NO EVENT SHALL WE HAVE ANY OBLIGATION TO PROVIDE ANY FINANCED ITEMS, AND ANY FAILURE OF SUPPLIER TO PROVIDE ANY FINANCED ITEMS SHALL NOT EXCUSE YOUR OBLIGATIONS TO US IN ANY WAY. YOU HAVE SELECTED SUPPLIER AND THE FINANCED ITEMS BASED UPON YOUR OWN JUDGMENT. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE FINANCED ITEMS. SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF SUPPLIER, AND NOTHING SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATIONS HEREUNDER. **YOU WILL MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR AS TO ANY PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS OR ANY OTHER ISSUE IN REGARD TO THE FINANCED ITEMS.** YOU HEREBY WAIVE ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT LIABILITY OR ABSOLUTE LIABILITY IN TORT) THAT YOU MAY HAVE AGAINST US FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR ANY OTHER DAMAGES) OR EXPENSE CAUSED BY THE FINANCED ITEMS COVERED BY THE PRODUCT AGREEMENT OR A TERMINATION OF THE FINANCED ITEMS PURSUANT TO AN EVENT OF DEFAULT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST.

The following shall be additional events of default under the Agreement: (i) you fail to perform in accordance with the covenants, terms and conditions of the Product Agreement, or (ii) the Product Agreement is terminated, suspended, materially restricted or limited.

The following shall be additional remedies we have for your default under the Agreement: We shall have the right to: (a) cause the termination of the Financed Items and you irrevocably consent to such termination of the Financed Items by Supplier; and (b) require you to immediately stop using the Financed Items (regardless of whether you are in default under the Product Agreement) and you shall, at our option, either deliver to us a certification executed by a duly authorized officer certifying that you have ceased use of the Financed Items or deliver the Financed Items to a location designated by us. In the event you are entitled to transfer the right to use the Financed Items to any third party, you hereby agree to transfer any such right to use the Financed Items to any third party selected by us and acknowledge that you shall have no right to fees payable by any third party in connection with such transfer. However, we shall not be required to mitigate our damages caused by a default by transferring any Financed Items to a third party.

**5. If you are a political subdivision of the State of Arizona, the following applies:** We understand that you may cancel the Agreement within three years after the start date of the Agreement if any person significantly involved in negotiating, drafting, securing or obtaining the Agreement for or on your behalf becomes, during the term of the Agreement, our employee or agent or becomes, during the term of the Agreement, a consultant to us with respect to the subject matter of the Agreement.

**6. If you are a school district in the State of California and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** You will be deemed to have acquired title to the Equipment from the Supplier on the date we pay for it, and you hereby sell, transfer and convey the Equipment to us on that date. You represent to us that the resolution of your governing body authorizing the execution and delivery of the Agreement contained a finding that the Equipment is a major item of equipment or data processing equipment and that the sale and leaseback of the Equipment was the most economical means of providing the Equipment to you.

**7. If you are a political subdivision of the State of Florida, the following applies:** We agree that there is no intention to create under the Agreement a right in us to dispossess you involuntarily of your interests in or the right of use of the Equipment. We hereby irrevocably waive any right to specific performance of your covenant to return possession of the Equipment to us if you default or exercise your right not to appropriate funds to make Payments. We acknowledge that Payments may not be payable from ad valorem taxes, and in no event may we compel the use of ad valorem taxing power for you to make Payments.

If the end-of-term option for the Agreement is the purchase of all Equipment for \$1.00 or \$101.00, you agree that you will give all notices and file all reports with the State Division of Finance as may be required in connection with the Agreement by Florida Statutes Annotated Section 218.38 and the rules adopted thereunder.

**8. If you are a county of the State of Florida and your end-of term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies:** If the term of the Agreement exceeds five (5) years, you represent and covenant to us that Payments will be paid from sources other than ad valorem taxes, and that the Agreement has been approved by our Board of County Commissioners.

**9. If you are a political subdivision in the State of Georgia, the following applies:** You represent to us that your acquisition or lease (or other financing) of the Equipment has not been the subject of a referendum or a proposed issuance of bonded debt which failed to receive the approval of your voters within the four calendar years immediately preceding the start date of the Agreement.

**10. If you are a school district in the State of Georgia, the following applies:** The term of the Agreement will consist of an original term, which will commence on the date we pay the Supplier and will continue through the end of the then-current calendar year, and a series of renewal terms, each having a duration of one calendar year. You will have the right to terminate the Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of each calendar year, and at the end of each fiscal year, if sufficient funds are not appropriated for such fiscal year or calendar year to make Payments. If you do not exercise your right to terminate this Agreement pursuant to the Non-Appropriation or Renewal paragraph at the end of any calendar year or fiscal year, the Agreement will be deemed to have been automatically renewed for the next calendar year or fiscal year, as applicable.

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.

11. If you are a political subdivision of the State of Idaho, the following applies: If you are required under the Agreement to make any payments to us (other than a Payment) during any fiscal year during the term of the Agreement in the event of (a) a late payment charge for Payments, (b) an advance by us which you are required to repay, (c) an Indemnity payment you owe to us, or (d) any other additional payment obligation you owe to us under the Agreement (collectively, the "Additional Payments"), the Additional Payments shall be payable solely from legally appropriated funds available for such fiscal year ("Available Funds"). To the extent Available Funds are not available for such fiscal year for payment of the Additional Payments, then the Additional Payments shall be subject to appropriation for the following fiscal year, or the fiscal year following the final fiscal year of the term of the Agreement, if the Additional Payment was incurred in the final fiscal year of the term of this Agreement. Failure to so appropriate the Additional Payments for the following fiscal year in each such case shall be a non-appropriation described in the Non-Appropriation or Renewal paragraph of the Agreement, providing the remedies to us for such an event in said paragraph. You will not be entitled to prepay the Agreement or to exercise your option to purchase the Equipment at the end of the term of the Agreement so long as any Additional Payments are outstanding and unpaid.

12. If you are a political subdivision of the State of Kansas, the following applies: We agree that you are obligated only to pay Payments under the Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the then-current fiscal year, or funds made available from any lawfully operated revenue producing source. If you are a school district, you represent and warrant to us that your Board of Education, by resolution approved by a majority of members of the Board of Education, has elected to omit the mandatory contract provisions prescribed by the Kansas Department of Administration in form DA-146a, as amended, from the Agreement, and such provisions are hereby so omitted; provided, however, that this election does not authorize the omission from the Agreement of the provisions of Kansas Statutes Annotated ("K.S.A.") § 72-1146 (related to indemnification and hold harmless provisions) or § 72-1147 (applicable law shall be Kansas law and applicable courts shall be Kansas courts), as amended. To the extent that the terms of the Agreement is in conflict with the terms of K.S.A. § 72-1146 or K.S.A. § 72-1147, the terms of K.S.A. § 72-1146 and K.S.A. § 72-1147 shall prevail.

13. If you are a political subdivision of the State of Kentucky and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that you have in connection with the Agreement given all notices to and obtained all consents from the state local debt officer (or in the case of a school district, the chief state school officer) required by applicable law.

14. If you are a school district of the State of Missouri and your end-of-term option is the purchase of all Equipment for \$1.00 or \$101.00, the following applies: You represent to us that Payments under the Agreement will be paid from the capital outlay fund, and that sufficient funds necessary to make Payments required under the Agreement have been appropriated to the capital outlay fund for the fiscal year that includes the commencement date of the Agreement.

15. If you are a political subdivision of the State of Nevada, the following applies: You represent to us that, to the extent required by applicable law (a) the Agreement has been approved by the Executive Director of the Nevada Tax Commission, (b) the Agreement was approved by resolution of your governing body, and such resolution was approved by two-thirds of the members of such governing body, and (c) the resolution approving the Agreement was in form that complies with Nevada Revised Statutes Section 350.087, including the required findings of fact, and was published in accordance with the requirements of Section 350.087. To the extent required by applicable law, you agree to update your plan for capital improvements in accordance with the requirements of Nevada Revised Statutes Section 350.091.

16. If you are a school district of the State of New Jersey, the following applies: You represent to us that (a) you have complied with all rules and regulations of the New Jersey State Board of Education applicable to the leasing of the Financed Items under the Agreement, (b) you have complied with and will continue to comply with all rules and regulations related to New Jersey Statute 18A:18A-4.6, (c) you are not entering into the Agreement to finance maintenance, guarantees, or verification of guarantees of energy conservation measures, and (d) you will not except out the Agreement from any budget or tax levy limitation otherwise provided by law.

17. If you are a political subdivision of the State of New York, the following applies: The Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account hereof shall be incurred by you beyond the amount of such monies. The Agreement is not your general obligation. Neither your full faith and credit nor your taxing power are pledged to the payment of any amount due or to become due under the Agreement. It is understood that neither the Agreement nor any representation by any public employee or officer created any legal or moral obligation to appropriate or make monies available for the purposes of the Agreement.

18. If you are a political subdivision of the State of Oklahoma, the following applies: The Agreement will terminate at the end of each fiscal year unless you and we ratify the renewal thereof, and any such termination will be treated as a non-appropriation under the Non-Appropriation or Renewal paragraph of the Agreement.

19. If you are a political subdivision of the Commonwealth of Pennsylvania, the following applies: You represent to us that you have complied with the Pennsylvania Local Government Unit Debt Act, Pa. Cons. Stat. tit. 53, Sections 8001 to 8049 (including filing of debt statement and advertisement of proposed financing) in connection with the Agreement.

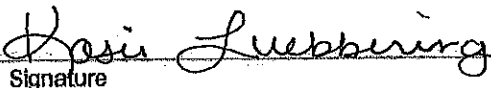
20. If you are a political subdivision of the State of South Dakota, the following applies: You represent to us that the Agreement has been approved by the requisite number of members of your governing body. If you are a school district, you represent and covenant to us that all Payments under the Agreement will be paid from your capital outlay fund and that you have not received any petitions from your voters requesting voter approval of the Agreement, and the time for filing such petitions has expired.

21. If you are a school district in the State of West Virginia, the following applies: Any action, suit or proceeding arising out of or relating to the Agreement shall be tried in the West Virginia Court of Claims, and we hereby consent to the jurisdiction and venue in such court. You will have no obligation to pay any taxes associated with the use, ownership or acquisition of the Equipment unless the use, ownership or acquisition of the Equipment is determined by final non-appealable judicial order to be subject to taxation, in which event you shall, to the extent permitted by applicable law, pay such taxes. If you receive notice from any taxing authority alleging that the Equipment is subject to property taxes, you will (a) give prompt written notice to us, (b) contest such allegations by proper proceedings, and (c) to the extent permitted by applicable law, and without prejudice to the position that the Equipment should be exempt from all property taxes, establish reserves for the payment of such taxes as required by general accepted accounting principles. We understand that you do not waive the benefit of any statute of limitations governing the time in which we may bring suit against you under the Agreement. You will not be obligated to pay any attorneys' fees incurred by us in connection with any suit, action, proceeding or other exercise of remedies under the Agreement absent a final, non-appealable order of a court of competent jurisdiction awarding attorneys' fees to us. We agree not to repossess the Equipment following a default or non-appropriation under the Agreement without giving seven (7) days prior written notice to you. Following the repossession or return of the Equipment as a result of a default or non-appropriation, you will have the right to acquire or lease similar property without restriction. We understand that the Agreement is a public record under the West Virginia Freedom of Information Act.

By signing this Addendum, Customer acknowledges the above changes to the Agreement and authorizes Lessor to make such changes. In the event of any conflict between this Addendum and the Agreement, this Addendum shall prevail. In all other respects, the terms and conditions of the Agreement remain in full force and effect and remain binding on Customer.

GFI Digital, Inc.

Lessor



Signature

Gibbs Leasing Admin. Mgr. 9-30-24

Title

Date

City of Dixon, Mo Municipal Government

Customer



Signature

Title

Date

NOTE: CAPITALIZED TERMS IN THIS DOCUMENT ARE DEFINED AS IN THE AGREEMENT, UNLESS SPECIFICALLY STATED OTHERWISE.



BILL NO: 2024-0048

ORDINANCE NO. 648

**AN ORDINANCE ANNEXING REAL ESTATE INTO THE  
CORPORATE LIMITS OF THE CITY OF DIXON**

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

**WHEREAS** the City of Dixon has received a Petition for Annexation from the owner of a parcel of real estate requesting annexation into the City of Dixon; and

**WHEREAS** the parcel of real estate is contiguous and compact to the current corporate limits of the City of Dixon, and

**WHEREAS** a public hearing was held on December 2, 2024, 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 to the parcels being annexed.

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

**Section 1:** The Real Estate described as follows:

All of Lots 11A, 11 & 12 in Block 9 of the LIONS ADDITION (a/k/a 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.

is hereby annexed into the Corporate 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 2<sup>nd</sup> DAY OF December, 2024

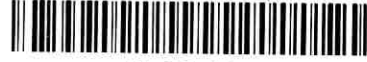
ATTEST:

City Clerk



Mayor Mike Null

Recorded in Pulaski County, Missouri



Recording Date/Time: 12/20/2024 at 12:19:47 PM

Instr #: 202405884

Type: ORDIN

Pages: 4

Fee: \$33.00 S

*Rachelle Beasley*  
Rachelle Beasley, Recorder of Deeds



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(Space above reserved for Recorder of Deeds certification)

1. Title of Document

Ordinance # 648

2. Date of Document

December 2, 2024

3. Grantor(s)

City of Dixon, City Council

4. Grantee(s)

Statutory Mailing Address

City of Dixon

PO Box 177

Dixon, MO 65459

5. Legal Description: Attached

6. Reference Documents #

None

## PETITION FOR ANNEXATION

By completing this document, the undersigned petitioner(s) are verifying the following:

1. The undersigned is the owner of all fee interest in that real property described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference.
2. Said property described in Exhibit "A" is not currently a part of any incorporated municipality.
3. Said property described in Exhibit "A" is contiguous and compact to the existing corporate limits of the City of Dixon, Missouri.
4. The undersigned hereby petitions the City Council of the City of Dixon, Missouri, for voluntary annexation of the real property described in Exhibit "A" and that it be included within the corporate limits of the City of Dixon, Missouri as authorized by the provisions of 71.012, RSMo 2000.
5. The undersigned requests that the City Council of the City of Dixon require public notice to be published and to conduct the public hearing required by law and to thereafter adopt an ordinance extending the limits of the City of Dixon to include the real property described in Exhibit "A."
6. The undersigned acknowledges and agrees that by submitting this petition, the City of Dixon will extend valuable resources reviewing and researching the validity of this petition and planning for the annexation requested. Accordingly, we hereby stipulate and agree that our request and consent to annexation shall be irrevocable. We further agree to fully cooperate with the City of Dixon and take all acts necessary to enact, approve and effectuate the annexation requests in this Petition. The undersigned acknowledges that the City of Dixon will expend valuable resources, funds and labor in reliance on representation, stipulation and agreement that this request and consent will not be withdrawn and is irrevocable.

I am Helen Rae Reynolds.

I am a managing member of FGR ENTERPRISES, LLC.

FGR ENTERPRISES, LLC owns the property described in Exhibit "A".

Helen Rae Reynolds  
Applicant Name (print)

Helen Rae Reynolds  
Applicant signature

Property Address(es) 303 Ball Park Rd, Dixon MO 65459  
Mailing Address 14250 Howard Ln, Dixon MO 65459  
Phone Number(s) 573 281 0074

**\*\*See Back Page for Notary Requirement\*\***

STATE OF MISSOURI     )  
                                  )  
COUNTY OF PULASKI    )     SS

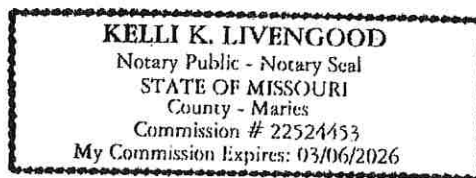
On this 13<sup>th</sup> day of, November 20 24, before me appeared Helen Rae Reynolds, known to me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their own free act and deed.

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

Kelli K. Livengood  
Notary Public Signature

Printed Name: Kelli K. Livengood

My Commission Expires: 03/06/2026



(Seal)

Recorded in Pulaski County, Missouri



Recording Date/Time: 10/23/2024 at 03:24:41 PM  
Instr #: 202404931

Type: WD  
Pages: 2  
Fee: \$27.00 S

*Rachelle Beasley*  
Rachelle Beasley, Recorder of Deeds



### WARRANTY DEED

THIS INDENTURE, Made on the 23 day of October, 2024, by and between **Helen Rae Reynolds and Jess Reynolds (AKA Jess W. Reynolds), wife and husband**, of the County of Pulaski and State of Missouri, parties of the first part or Grantors, and **FGR Enterprises, LLC**, of the County of Pulaski and State of Missouri, party of the second part or Grantee, (mailing address of Grantee is: 14250 Howard Lane, Dixon, MO 65459 ;)

WITNESSETH, That the said parties of the first part, in consideration of the sum of OTHER VALUABLE CONSIDERATION AND TEN & NO/100 - - - - -DOLLARS to them paid by the said party of the second part, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Pulaski and State of Missouri, to-wit:

All of Lots 11A, 11 & 12 in Block 9 of the Lions Addition (a/k/a 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.

ALSO All of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter in Section 36, Township 36 North, Range 13 West of 5th P.M. EXCEPT the following described tract of 1 1/2 acre more or less retained by owners; Beginning at the intersection of the West right-of-way line of Highway "W" and the South subsection line of the Northwest Quarter of Southeast Quarter of Southwest Quarter, said Section 36, Township 36 North, Range 13 West; thence North along West right-of-way line of Highway "W" 210 feet; thence West 315 feet; thence South to the aforesaid South subsection line 210 feet; thence East 315 feet to the point of beginning. ALSO EXCEPT tract conveyed to John Shortell and Heather Shortell, husband and wife in Document No. 2003-7901.

ALSO A part of the Northwest 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 said Northwest Quarter of the Northwest Quarter; thence along the East line of said Northwest Quarter of the Northwest Quarter South 0° 09' 09" East 55.40 feet to the Southerly right-of-way line of Missouri Highway "C" and the point of beginning; thence along said Southerly right-of-way line North 71° 39' 30" West 62.80 feet; thence with same North 87° 41' 30" West 59.17 feet; thence leaving said South right-of-way line South 0° 27' 34" East 88.15 feet; thence South 80° 24' 12" East 119.93 feet to the East line of

PG 2 MCT \$27.00 UCH 7760



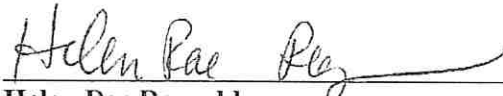
said Northwest Quarter of the Northwest Quarter; thence along said East line North 0° 09' 09" West 86.00 feet to the point of beginning. Description per Survey No. H-0407 by Heimbaugh Surveying Co., LLC.

ALSO conveying Grantors right to use of easement described in Document No. 2012-2206 to the said Grantees. Subject to easements, restrictions and reservations of record.

THIS DOCUMENT, INCLUDING THE LEGAL DESCRIPTION, WAS PREPARED BY WARREN & WARREN, SOLELY UPON INFORMATION FURNISHED BY THE PARTIES OR THEIR AGENTS AND WITHOUT TITLE SEARCH OR EXAMINATION.

TO HAVE AND TO HOLD, The Premises aforesaid, with all and singular rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said party of the second part, and unto its successors and assigns forever; the said parties of the first part hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim, and that they will Warrant and Defend the title to the said premises unto the party of the second part, and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

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

  
Helen Rae Reynolds

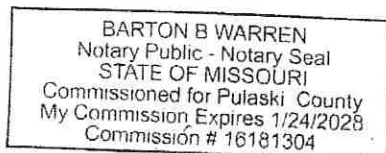
  
Jess Reynolds (AKA Jess W. Reynolds)


STATE OF MISSOURI            )  
  ) SS  
COUNTY OF PULASKI        )

On this 23 day of October, 2024, before me personally appeared **Helen Rae Reynolds and Jess Reynolds (AKA Jess W. Reynolds, wife and husband)**, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

My commission expires: 1-24-29



  
Notary Public

## NOTICE OF PUBLIC HEARING

The Board of Alderman of the City of Dixon will hold a public hearing at 6:00 p.m. or as soon as possible thereafter, on Monday December 2, 2024 at the Dixon City Hall, 305 S. Elm Street, Dixon, Missouri 65459. The hearing is being held pursuant to the requirements of Section 71.012 of the Revised Statutes of Missouri regarding the Voluntary annexation procedure.

1. Petition for annexation into the incorporated city limits of the City of Dixon of the following address:

a. Lots 11A, 11 & 12 in Block 9 of the Lions Addition, Dixon, MO 65459.

2. A copy of the petition is available for review at the Office of the City of Dixon City Clerk at Dixon City Hall during regular business hours.

3. All interested persons shall be given an opportunity to be heard at the public hearing.

DATED: 11/13/2024

City Clerk  
City of Dixon

#47-16

2x4

#47

11-20-24

Cost: \$56.00

**AN ORDINANCE FOR THE CITY OF DIXON REQUIRING BACKFLOW PREVENTION DEVICES**

WHEREAS the City of Dixon desires to update its building code;

WHEREAS the Board of Alderman for the City of Dixon has determined that requiring backflow prevention devices would protect the citizens of the City and their property.

**NOW BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON AS FOLLOWS:**

**Section 1:** Backflow Prevention Devices shall be required as set forth in this Ordinance.

**A. Responsibility for Backflow Prevention Devices.**

1. The term "backflow prevention device" includes, but is not limited to, backwater overflow devices, backwater check valves, pressure relief devices, shutoff systems and any other device the City of Dixon may approve for the purpose of preventing or minimizing the possibility that raw sewage will back up into any structure or for any similar purpose.
2. All backflow prevention devices shall comply with standards acceptable to the City of Dixon and shall be maintained and repaired by the property owner to provide for the device's uninterrupted function.
3. All new construction private lateral, including replacements, shall be equipped with a cleanout riser. All new construction private laterals shall also be fitted with a backflow prevention device, type and materials as approved by the City of Dixon. The device shall be located on the private lateral between the building and the property line, preferably upstream of the cleanout, in the manner prescribed by the City of Dixon.
4. Additionally, a backflow prevention device shall be required when any of the following conditions exist:
  - a. The installation of new building private laterals and private lateral replacements.
  - b. On remodels where plumbing fixtures are added to the property and/or more than twenty-five percent (25%) of the structure area is being remodeled.
  - c. When property has been damaged by the blockage of the City of Dixon's public sewer system or by the private lateral. In the event that private property was damaged by a blockage of the City's public sewer system, the Board of Alderman or its designated representative is authorized to negotiate a cost share with the house owner. If the City's portion of the

cost share exceeds one thousand dollars (\$1,000.00) the Board of Alderman must approve the cost share.

- d. When property has been damaged by the blockage of the City's public sewer system, a backflow prevention device may also be required if the City of Dixon's Public Works Supervisor or Building Official determines it is in the best interest of both the property owner and the City to install a backflow prevention device.
5. The installation of backflow prevention devices shall be at the sole cost and expense of the property owner, unless otherwise noted in this Section. The maintenance of the backflow prevention devices shall be the sole obligation of the property owner or the owner's successor, in interest. The City of Dixon is under no obligation to maintain any backflow prevention device or guarantee its continued operating condition.

#### **B. Maintenance Requirements.**

1. All backflow prevention devices shall be maintained by the property owner to provide for their continuing function, as designed.
2. All backflow prevention devices shall be accessible at all times and shall be free from any obstructions, including, but not limited to, rocks, soil, vegetation, debris, grass, bushes, plants, landscaping, concrete, asphalt or other ground coverings or any other materials or substances that may impair the proper function or accessibility to the devices.

#### **C. Elevation Requirements.**

1. All backflow prevention devices shall be installed at an elevation that protects the property upon which it is installed and other property in its vicinity from damage. The property owner shall either confirm that the backflow prevention device is properly installed and placed at the proper elevation, or obtain competent assistance from a duly licensed plumber or contractor to confirm the proper elevation.
2. If any subsequent modification of the property results in the backflow prevention device being at an improper elevation, the property owner shall adjust the backflow prevention device to the proper elevation.
3. The property owner shall be responsible for any damage to property or injury to persons that is sustained as a result of the improper installation or location of a backflow prevention device.

#### **D. Failure to Follow Backflow Prevention Device Requirements.**

1. Any property owner who fails, or refuses to install a backflow prevention device as required by this Section, or other law or regulation, or which has a defective or improperly installed backflow prevention device, or which has a backflow prevention device that does not comply in all respects with the requirements and standards adopted or utilized by the City of Dixon shall be responsible for all

damages that result from the lack of such a device and/or the failure of a defective or improperly installed or noncompliant device. The City of Dixon will not be liable for damages resulting from sewer overflows when a backflow prevention device has not been installed or maintained as required by this Section.

2. In the event of damage to property or injury to persons regarding sewer overflows on already established property (not new construction) or has not under gone a major renovation, the City may advise and recommend the property owner install a backflow prevention device in order to prevent sewer overflows in the future. If additional sewer overflow incidents occur due to the failure of the property owner to install a backflow prevention device, all claims for reimbursement shall be processed through the City's insurance carrier and may or may not be covered.

E. The Board of Alderman or its designated representative is authorized to establish policies and procedures to implement this program.

Section 2: Any person who fails to install a backflow prevention device as set forth in this section shall be guilty of an ordinance violation and shall be subject to a fine of up to \$500.00.

Section 3: The Board of Alderman or its designee may issue a stop work order for any construction occurring in the City of Dixon for failure to install a backflow prevention device.

Section 4: Any ordinance requiring a lesser standard for the installation and maintenance of backflow prevention devices is hereby repealed.

Section 5: The effective date of this ordinance on January 1, 2025.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI, AND APPROVED THIS 2<sup>nd</sup> DAY OF December, 2024.

APPROVED:

  
Mayor, City of Dixon, Missouri

ATTEST:

  
City Clerk





**AN ORDINANCE FOR THE CITY OF DIXON SETTING FEES FOR CERTAIN TYPES OF PERMITS**

**WHEREAS** the City of Dixon requires building permits to be issued for certain construction projects within its city limits; and

**WHEREAS** the City has the authority to charge for those permits.

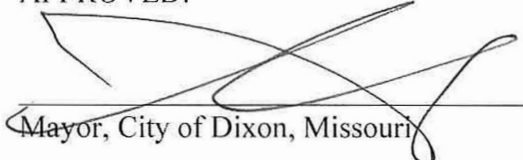
NOW BE IT ORDAINED BY THE BOARD OF ALDERMAN FOR THE CITY OF DIXON AS FOLLOWS:

1. Section 1: The fees for a general build permit shall be \$25.00 for the following types of projects: remodel, deck, shed, electrical, fence, add-on room, temporary structure, swimming pool, retaining wall, plumbing, garage/carport, re-roofing, mechanical, and demolition.
2. Section 2: The fee for a general build permit shall be \$100.00 for new construction. "New Construction" means the construction of any building not immediately attached to another building by the sharing of a structural wall.
3. The fees required by this ordinance shall be paid in full at the time the general build permit application is submitted.
4. Section 3: The effective date of this ordinance shall be the date of its passage.
5. Section 4: This ordinance does not change or modify any other requirements for the issuance of a building permit. It is only the intent of the Board to set fees by the passing of this ordinance.

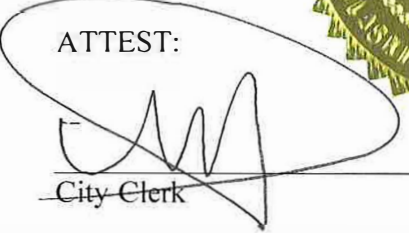
READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON, MISSOURI, AND APPROVED THIS 2<sup>nd</sup> DAY OF December, 2024.



APPROVED:

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

ATTEST:

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

**AN ORDINANCE FOR THE CITY OF DIXON SETTING TAP FEES FOR NEW CONNECTIONS TO WATER AND SEWER SERVICE**

WHEREAS THE CITY OF DIXON owns and operates a water service system and a sewer service system; and

WHEREAS the fees for providing new services are outdated; and

WHEREAS the City has the power to set such fees,

NOW BE IT ORDAINED BY THE BOARD OF ALDERMAN FOR THE CITY OF DIXON AS FOLLOWS:

**Section 1:** Any person, firm, corporation, company, or other entity that is requesting a new connection to the City's water system for property that is inside the City limits shall pay a water tap fee of \$250.00, plus materials.

**Section 2:** Any person, firm, corporation, company, or other entity that is requesting a new connection to the City's sewer system for property that is inside the City limits shall pay a sewer tap fee of \$250.00, plus materials.

**Section 3:** Any person, firm, corporation, company, or other entity that is requesting a new connection to the City's water system for property that is outside the City limits shall pay a water tap fee of \$2000.00, plus materials.

**Section 4:** Any person, firm, corporation, company, or other entity that is requesting a new connection to the City's sewer system for property that is outside the City limits shall pay a sewer tap fee of \$2000.00, plus materials.

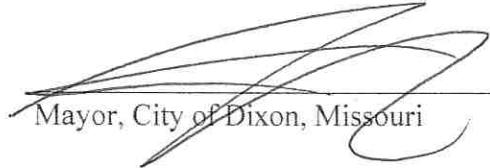
**Section 5:** The tap fees set out in this ordinance are in addition to any other fees required by other ordinances including but not limited to building permits and fees.

**Section 6:** Nothing in this ordinance shall require the City to provide water and sewer services to a location where it is impractical to do so.

**Section 7:** The effective date of this ordinance is the date of its passage.

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF  
DIXON, MISSOURI, AND APPROVED THIS 2<sup>nd</sup> DAY OF December, 2024.

APPROVED:

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

ATTEST:

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





Bill No. 2024-0052

Ordinance No. 652

**AN ORDINANCE FOR THE CITY OF DIXON PROHIBITING PRIVATE WELLS  
WITHIN CITY LIMITS**

WHEREAS the City of Dixon is a Fourth class city in the State of Missouri;

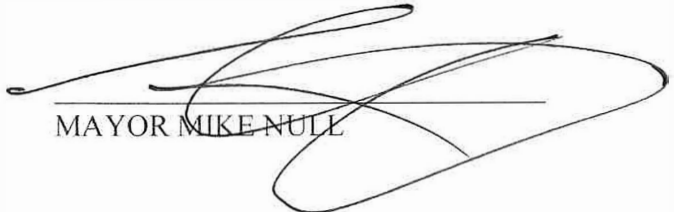
WHEREAS the City finds this ordinance to be necessary to protect the health, safety, and welfare of its citizens.

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

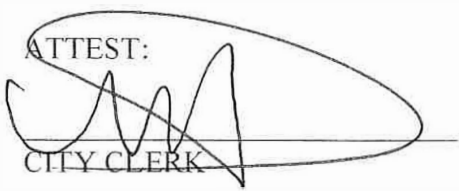
Section 1: It shall be unlawful for any person to drill a private water well or use a private well within the city limits, except existing private wells and any wells on real property annexed into the city limits.

Section 2: This ordinance shall be effective on the date of its passage.

READ TWO TIMES AND PASSED THIS 2<sup>nd</sup> DAY OF DECEMBER 2024.

  
MAYOR MIKE NULL

ATTEST:

  
CITY CLERK



Bill No. 2024-0053

Ordinance No. 653

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN MIDSTATE PIPELINE MAINTENANCE, LLC AND THE CITY OF DIXON, MISSOURI FOR THE DIXON WASTEWATER TREATMENT PLANT, PHASE 1.**

**WHEREAS**, the City of Dixon recognizes the necessity for upgrades and improvements to the city's wastewater treatment plant, specifically all work associated with Phase I;

**WHEREAS**, Midstate Pipeline Maintenance, LLC, located at 21884 Maries Rd 315, Belle, MO 65013, was determined to be the lowest responsible bidder with a bid of \$2,250,000.00, and

**WHEREAS**, the City of Dixon, in compliance with the provisions required by law, advertised and opened bids for the project, and subsequently awarded the contract to Midstate Pipeline Maintenance, LLC for the specified work under Phase I; and

**WHEREAS**, this project is funded in part by an ARPA grant and will follow all applicable local and state regulations for wage and labor requirements as outlined in the agreement; and

**WHEREAS**, the terms of the agreement specify a project completion timeline of 395 consecutive calendar days from the issuance of the Notice to Proceed, with liquidated damages assessed at \$1,500 per calendar day for delays beyond the stipulated completion date, unless an extension is granted by the City;

**NOW BE IT ORDAINED BY THE BOARD OF ALDERMAN OF THE CITY OF DIXON AS FOLLOWS:**

**Section 1:** The agreement between the City of Dixon, Missouri, and Midstate Pipeline Maintenance, LLC, for the Dixon Wastewater Treatment Plant, Phase I, is hereby approved in the amount of \$2,250,000.00.

**Section 2:** The Mayor and/or authorized city officials are hereby authorized to execute all necessary documents to formalize and implement the contract with Midstate Pipeline Maintenance, LLC for the completion of Phase I.

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

READ TWO TIMES AND PASSED BY THE BOARD OF ALDERMAN OF THE CITY OF  
DIXON, MISSOURI, AND APPROVED THIS 9<sup>th</sup> DAY OF January, 2025.

APPROVED:

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

ATTEST:

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





00500 AGREEMENT

CITY OF DIXON WWTP PHASE 1 IMPROVEMENTS  
FOR  
CITY OF DIXON, MISSOURI

THIS AGREEMENT, made and entered into this 23<sup>rd</sup> day of January, 2025, by and between City of Dixon, Party of the First Part and hereinafter called the Owner, and Midstate Pipeline Maintenance, LLC a Limited Liability Company of 21884 Maries Rd. 315; Belle, MO 65013 Party of the Second Part and hereinafter called the Contractor.

WITNESSETH:

THAT WHEREAS, the Owner has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with the construction of the improvements, complete, in accordance with the contract documents and the said plans and specifications; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, the Owner, in the manner prescribed by law, has publicly opened, examined and canvassed the bids submitted in response to the published advertisement therefore, and as a result of such canvass has determined and declared the aforesaid Contractor to be the lowest responsive and responsible Bidder for the said work and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract.

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the Parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for its, his, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services and facilities; (b) furnish all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work except the items specified to be furnished by the Owner; (c) provide and perform all necessary labor; and (d) in a good, substantial, and workmanlike manner and in accordance with the provisions of the General Conditions and Supplementary Conditions of this contract which are attached hereto and make a part hereof, and in conformance with the contract plans and specifications designated and identified therein, execute, construct, and complete all work included in and covered by the Owner's official award of this contract to the said Contractor, such award being based on the acceptance by the Owner of the Contractor's bid for the construction of the improvements.

It is further stipulated that not less than the prevailing rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri or determined by the courts of appeal shall be paid to all workmen performing work under this Contract.



ARTICLE II. That the Contractor shall construct, complete as designated and described in the foregoing Bid Form, this Agreement, Bonds, General Conditions, Supplementary Conditions, specifications, drawings, addenda, and other contract modifications (change orders) of the contract documents, all of which documents form the contract and are fully a part hereto as if repeated verbatim here, the project, Dixon WWTP Phase 1 Improvements, hereafter referred to as the work and as also defined in the General Conditions.

ARTICLE III. That the Owner shall pay to the Contractor for the performance of the work described as follows: DIXON WWTP PHASE 1 IMPROVEMENTS

and the Contractor will accept as full compensation thereof, the sum (subject to adjustment as provided by the contract) of TWO MILLION TWO HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 Dollars (\$ 2,250,000.00 )

for all work covered by and included in the contract award and designated in the foregoing Article I. Payment therefore shall be made in the manner provided in the General Conditions and Supplementary Conditions attached hereto.

ARTICLE IV – CONTRACT TIMES.

1. Time is of the Essence. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are the essence of the Contract.
2. Days to Achieve Substantial Completion and Final Payment
  - a. Substantial Completion shall be achieved upon
    - i. Successful start-up and acceptance of the Intermediate Pump Station equipment packages, to include delivery of a complete and approved operation and maintenance manual.
    - ii. Successful start-up and acceptance of the UV Disinfection equipment packages, to include delivery of a complete and approved operation and maintenance manual.
    - iii. Successful start-up and acceptance of the Aerobic Digester aeration and sludge pumping equipment packages, to include delivery of a complete and approved operation and maintenance manual.
    - iv. If selected by the Owner for implementation at the site, successful start-up and acceptance of the aerobic digester process equipment packages, to include delivery of a complete and approved operation and maintenance manual.
  - b. Final Completion shall be achieved upon Contractor completion of all punchlist items, operator training, delivery of operations and maintenance manuals, etc., necessary for a complete and fully functional implementation of the project plans and specifications contained herein.
  - c. The Contractor shall begin assembly of materials and equipment within ten (10) days after receipt from the Owner of executed copies of the contract. The Work shall be substantially complete within 365 consecutive calendar days after the commencement date of the Contract. The Work shall be completed and ready for final payment in conformance with Article 14 of the General Conditions within 395 days after the commencement date of the Contract.
  - d. The commencement date of the Contract shall be the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.
3. Liquidated Damages



IN WITNESS  
written.

SIGNATURE

Owner, Party of

By

a. Owner and Contractor recognize time is of the essence for this agreement and that Owner will suffer financial loss if the work is not completed within the time specified above, plus any extensions thereof allowed in allowance with Article 12 of the General Conditions. Owner and Contractor agree that as liquidated damages for delay, but not as a penalty, Contractor shall pay Owner One Thousand Five Hundred dollars (\$ 1,500.00) each and every calendar day that expires following the time specified above for Substantial Completion milestone. Contractor shall pay Owner One Thousand Five Hundred dollars (\$ 1,500.00) each and every calendar day that expires following the time specified above the final completion milestones.

b. Liquidated damages will be waived for any one period of time covered by a time extension granted by the Owner.

c. In case of joint responsibility for any delay in the final completion of the Work covered by the Agreement; where two or more separate Agreements are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such Agreement for any one day of delay in the final completion of the Work will not be greater than the approximate total of the damages sustained by the Owner by reason of such delay in completion of the Work, and the amount assessed against any Contractor for such one day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by and in the judgment of the Owner.

d. The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due or to become due to said Contractor, or sue for and recover compensation for damages for nonperformance of the Agreement at the time stipulated herein and provided for.

ARTICLE V. This Agreement will not be binding and effective until signed by the Owner.

IF A CORPORATION

ATTEST

Contractor, Party of the Second Part

Secretary

(CORPORATE SEAL)

STATE OF  
COUNTY OF

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_  
to me personally known who, being by me duly sworn, did say that he is the \_\_\_\_\_ of  
\_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of  
said corporation by authority of its board of directors, and said \_\_\_\_\_  
acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

My Commission Expires

Notary Public Within and for said  
County and State



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

SIGNATURE:

ATTEST:

Owner, Party of the First Part

By

(Name and Title)

Kelli Zingod Office Administrator

Name and Title

(SEAL)

LICENSE or CERTIFICATE NUMBER, if applicable

SIGNATURE OF CONTRACTOR:

IF AN INDIVIDUAL OR PARTNERSHIP

Contractor, Party of the Second Part

By

(Name and Title)

IF A CORPORATION

ATTEST:

Contractor, Party of the Second Part

Secretary

(CORPORATE SEAL)

(Name and Title)

STATE OF )

COUNTY OF )

On This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known who, being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_ and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its board of directors, and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

(SEAL)

My Commission Expires

Notary Public Within and For Said  
County and State



Bill Number: 2025-0054

Ordinance Number: 654

**AN ORDINANCE APPOINTING CARRIE WILLIAMSON  
AS CITY ATTORNEY AND CITY PROSECUTOR**

Now, Therefore, be it found and ordained by the Board of Aldermen of the City of Dixon, Missouri, as follows:

**SECTION 1:** Carrie Williamson is appointed as City Attorney and City Prosecutor.

**SECTION 2:** The Mayor is authorized to execute the agreement attached hereto as **Exhibit A**, to legally bind the City to the terms thereto, and to expend City funds pursuant to the terms of the Agreement.

**SECTION 3:** This ordinance shall be in full force and effect from the date of its execution and shall repeal and replace all other ordinances or parts of ordinances that conflict with this ordinance. The City Clerk is directed to affix to the agreement the official seal of the City and attest to the same.

READ TWO TIMES, PASSED, AND APPROVED ON THIS 3rd DAY OF FEBRUARY, 2025.



\_\_\_\_\_  
MIKE NULL, MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK





## **EXHIBIT A**

### **AGREEMENT FOR CARRIE WILLIAMSON TO ACT AS CITY ATTORNEY AND CITY PROSECUTOR FOR CITY OF DIXON, MISSOURI**

**COME NOW**, Carrie Williamson, attorney at the law firm of Smith & Turley, and the City of Dixon, Missouri and do agree as follows:

1. Carrie Williamson is an attorney who is duly licensed to practice law in the State of Missouri and is a member in good standing with The Missouri Bar.
2. Carrie Williamson will be appointed and will act as City Attorney and City Prosecutor for the City of Dixon.
3. The scope of work for City Attorney and City Prosecutor will be to perform all legal services and prosecutorial services for the City of Dixon.
4. Duties other than the provision of legal services may be assigned to Ms. Williamson by the Mayor.
5. The fee for Ms. Williamson's services as City Attorney and City Prosecutor will be \$2,000.00 per month, for up to ten hours of attorney time. It is anticipated that the time incurred for Ms. Williamson to provide monthly general services as City Attorney and City Prosecutor will generally be within the ten hour time frame set out herein.
6. The fee rates for any time incurred in excess of ten hours per month will be billed by Ms. Williamson at the rate of \$225.00 per hour, for attorney time, and at the rate of \$75.00, for legal assistant time, provided that, if the City of Dixon becomes involved in specific civil litigation of a substantial nature, either party may request to negotiate a separate agreement for attorney fees (which may include a flat fee or different hourly rates for attorney and legal assistant time) for that specific civil litigation matter.

7. Ms. Williamson shall provide the City of Dixon with a monthly reporting of incurred attorney time (and legal assistant time, as applicable), which shall include an accounting and invoice for any time incurred in excess of ten hours in a given month.

8. The term of this agreement shall be equivalent to the term of Ms. Williamson's appointment as City Attorney and City Prosecutor, which, pursuant to the City of Dixon City Code, shall be from the date of its execution to the date of the first council meeting after the City of Dixon's annual election.

9. The term of this agreement shall renew on an annual basis, on or about the date of the first council meeting after the City of Dixon's annual election, unless either party terminates the agreement in writing and at least thirty days prior to the renewal date of the next term.

10. It is understood that this agreement shall be subject to the Board of Aldermen's approval of the inclusion of the payments described herein in the City's annual budget.

**CITY OF DIXON, MISSOURI**


  
\_\_\_\_\_  
MIKE NULL, MAYOR

2-6-25  
DATE

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

2/6/2025  
DATE

  
\_\_\_\_\_  
CARRIE B. WILLIAMSON  
Attorney At Law  
Smith & Turley

February 10, 2025  
DATE

# 2025 ADOPTING ORDINANCE

**BILL NO. 2025-0055**

**ORD. NO. 655**

AN ORDINANCE ADOPTING AND ENACTING A NEW CODE OF ORDINANCES OF THE CITY OF DIXON, COUNTY OF PULASKI, STATE OF MISSOURI; ESTABLISHING THE SAME; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED THEREIN, EXCEPT AS HEREIN EXPRESSLY PROVIDED; PROVIDING FOR THE MANNER OF AMENDING SUCH CODE OF ORDINANCES; PROVIDING PENALTY FOR THE VIOLATION THEREOF; 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. Approval, Adoption and Enactment of Code.**

Pursuant to Section 71.943 of the Revised Statutes of Missouri, the codification of ordinances, as set out in Titles I through VII, each inclusive, of the "Code of Ordinances of the City of Dixon, County of Pulaski, State of Missouri," is hereby adopted and enacted as the "Code of Ordinances of the City of Dixon"; which shall supersede all other general and permanent ordinances of the City passed on or before March 4, 2024, to the extent provided in Section 3 hereof.

## **Section 2. When Code Provisions Effective.**

All provisions of such Code shall be in full force and effect from and after the effective date of this ordinance as set forth herein.

## **Section 3. Repeal of Legislation Not Contained in Code; Legislation Saved From Repeal; Matters Not Affected By Repeal.**

- A. All ordinances of a general and permanent nature of the City adopted on final passage on or before March 4, 2024, and not included in such Code or recognized and continued in force by reference therein, are hereby repealed from and after the effective date of this ordinance, except those which may be specifically excepted by separate ordinance, and except the following which are hereby continued in full force and effect, unless specifically repealed by separate ordinance:
1. Ordinances promising or guaranteeing the payment of money for the City, or authorizing the issuance of any bonds or notes of the City or any other evidence of the City 's indebtedness, or authorizing any contract or obligation assumed by the City.
  2. Ordinances levying taxes or making special assessments.

3. Ordinances appropriating funds or establishing salaries and compensation, and providing for expenses.
  4. Ordinances granting franchises or rights to any person, firm or corporation.
  5. Ordinances relating to the dedication, opening, closing, naming, establishment of grades, improvement, altering, paving, widening or vacating of streets, alleys, sidewalks or public places.
  6. Ordinances authorizing or relating to particular public improvements.
  7. Ordinances respecting the conveyances or acceptance of real property or easements in real property.
  8. Ordinances dedicating, accepting or vacating any plat or subdivision in the City or any part thereof, or providing regulations for the same.
  9. Ordinances annexing property to the City.
  10. All zoning and subdivision ordinances not specifically repealed and not included herein.
  11. Ordinances establishing TIF districts or redevelopment districts.
  12. Ordinances relating to traffic schedules (e.g., stop signs, parking limits, etc.).
  13. All ordinances relating to personnel regulations and policies (e.g., pensions, retirement, job descriptions and insurance, etc.).
  14. Ordinances authorizing the establishment of industrial development corporations.
  15. Ordinances establishing tax rates for the City.
  16. Ordinances regarding Police Department procedures and policies, including procedures on arrest.
  15. Ordinances regarding conflicts of interest and disclosure reports.
- B. The repeal provided for in this Section shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.
- C. The repeal provided for in this Section 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.

#### **Section 4. Amendments To Code.**

Any and all additions and amendments to such Code when passed in such form as to indicate the intention of the Board of Aldermen to make the same a part thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances of the City of Dixon" shall be understood and intended to include such additions and amendments.

#### **Section 5. Violations and Penalties.**

- A. Whenever in this Code or any other ordinance of the City, or in any rule, regulation, notice or order promulgated by any officer or agency of the City under authority duly vested in him/her or it, any act is prohibited or is declared to be unlawful or an offense, misdemeanor or ordinance violation or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, misdemeanor or ordinance violation, and no specific penalty is provided for the violation thereof, upon conviction of a violation of any such provision of this Code or of any such ordinance, rule, regulation, notice or order, the violator shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the City or County Jail not exceeding ninety (90) days, or by both such fine and imprisonment; provided that in any case wherein the penalty for an offense is fixed by a Statute of the State, the statutory penalty, and no other, shall be imposed for such offense, except that imprisonments may be in the City prison or workhouse instead of the County Jail.
- B. Every day any violation of this Code or any other ordinance or any such rule, regulation, notice or order shall continue shall constitute a separate offense.
- C. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited.

#### **Section 6. Applicability of General Penalty.**

In case of the amendment by the Board of Aldermen of any Section of such Code for which a penalty is not provided, the general penalty as provided in Section 5 of this ordinance shall apply to the Section as amended; or in case such amendment contains provisions for which a penalty other than the aforementioned general penalty is provided in another Section in the same Chapter, the penalty so provided in such other Section shall be held to relate to the Section so amended, unless such penalty is specifically repealed therein.

#### **Section 7. Filing of Copy of Code; Codes To Be Kept Up-To-Date.**

A copy of such Code shall be kept on file in the office of the City Clerk, preserved in loose-leaf form or in such other form as the City Clerk may consider most expedient. It shall be the express duty of

the City Clerk, or someone authorized by said officer, to insert in their designated places all amendments and all ordinances or resolutions which indicate the intention of the Board of Aldermen to make the same part of such Code when the same have been printed or reprinted in page form and to extract from such Code all provisions which from time to time may be repealed by the Board of Aldermen. This copy of such Code shall be available for all persons desiring to examine the same.

**Section 8. Altering or Tampering With Code; Violations and Penalties.**

It shall be unlawful for any person to change or alter by additions or deletions any part or portion of such Code, or to insert or delete pages or portions thereof, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of Dixon to be misrepresented thereby. Any person violating this Section shall be punished as provided in Section 5 of this ordinance.

**Section 9. 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 the Code hereby adopted are severable, and if any phrase, clause, sentence, paragraph or Section of this ordinance or the Code 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 the Code hereby adopted.

**Section 10. Effective Date.**

This ordinance and the Code adopted hereby shall become effective March 3, 2025

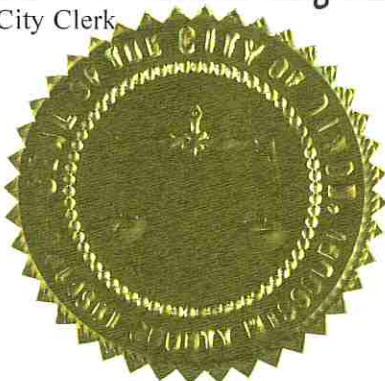
PASSED by the Board of Aldermen of the City of Dixon this 3<sup>rd</sup> day of March  
2025.

APPROVED by the Mayor of the City of Dixon this 3<sup>rd</sup> day of March 2025.

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

ATTEST:

Kelli J. Jorgensen  
City Clerk



Journal of "ayes" and "nays"  
First reading

**Board Member**

**Votes**

	Aye	Nay
<u>Mike Parsons</u>	<u>✓</u>	<u>    </u>
<u>Anthony Campbell</u>	<u>✓</u>	<u>    </u>
<u>Mary Wiles</u>	<u>✓</u>	<u>    </u>
<u>Stacey Yoakum</u>	<u>✓</u>	<u>    </u>
<u>Trevor Warnol</u>	<u>✓</u>	<u>    </u>
<u>Michael Gunther</u>	<u>✓</u>	<u>    </u>

Journal of "ayes" and "nays"  
Second reading

**Board Member**

**Votes**

	Aye	Nay
<u>Mike Parsons</u>	<u>✓</u>	<u>    </u>
<u>Anthony Campbell</u>	<u>✓</u>	<u>    </u>
<u>Mary Wiles</u>	<u>✓</u>	<u>    </u>
<u>Stacey Yoakum</u>	<u>✓</u>	<u>    </u>
<u>Trevor Warnol</u>	<u>✓</u>	<u>    </u>
<u>Michael Gunther</u>	<u>✓</u>	<u>    </u>

City of Dixon  
2024 Statutory Updates Incorporated During Supplement # 6

The Sections of the Code noted in the table below have been updated with the 2024 statutory material. The City's attorney may want to review these changes to confirm these revisions are necessary. All revised Sections will be in effect following the City's adoption of the Code.

**NOTE:** As indicated below, we added a new Section 210.845, which is derived from Section 571.031, RSMo. Subsection 3(3) of Section 571.031, RSMo., includes provisions allowing municipalities to adopt certain restrictions regarding the discharge of firearms near occupied structures (see the wording underlined below). This may refer to the restriction in Subsection 3(8) of Section 571.031, RSMo. The City may want to review Section 571.031, RSMo., with the City's attorney and determine whether any revisions are needed to Section 210.845.

*(3) To lawfully take wildlife during an open season established by the department of conservation. Nothing in this subdivision shall prevent a municipality from adopting an ordinance restricting the discharge of a firearm within one-quarter mile of an occupied structure;*

Section/Subsection of the Code	Description of the Revision	Pursuant to RSMo. Section
120.020	A new Subsection (A)(15), regarding allegations of improper government activities, was added and subsequent Subsections were renumbered.	610.021
210.830	A new definition of "school" was added.	571.010
210.845	A new Section was added regarding unlawful discharge of a firearm within a municipality and its exceptions.	571.031
210.1290	A new Section was added regarding criminal mischief.	569.200
210.1800 210.1810 210.1830	We revised references to the State Constitution marijuana provisions to refer to Article XIV in its entirety.	N/A
340.230	We deleted Subsection (I) of this Section regarding the issuance of a warning rather than a citation, which only applied prior to January 1, 2025. Former Subsection (J) is now Subsection (I).	N/A
370.160	In Subsection (E), the reference to "Subsection (B) of this Section" was revised to refer to "Subsection (C) of this Section" to reflect statutory provisions.	N/A
380.140	Subsection (A) was revised to include new provisions regarding voluntary suspension of motor vehicle registration.	303.025



# CodeWatch 2024

## Missouri State Legislature Changes Affecting Municipalities and Their Codes of Ordinances

CodeWatch generally focuses on revisions that would affect a municipality's Code book, and is not intended to include every change made by the Legislature. That said, some of the changes included are not necessarily Code-worthy but are set out to inform municipalities of revisions that may be of interest.

In addition to the Bills cited in this document, there are always a number of new provisions or amended provisions that have been passed dealing with *specific* municipalities or counties (e.g., Sections 140.190 and 141.820 et seq., RSMo.). We have NOT included those types of provisions herein, as we believe the affected municipalities and counties are aware of said provisions. In addition, we do not usually include amendments to felony offenses since felonies are not typically prosecuted in municipal court; however, we occasionally mention amendments to felony offenses that municipalities may want to review.

It is not the intent of General Code to give legal advice or opinions by way of the CodeWatch bulletin, but to provide as much information as possible to enable municipal officials to make necessary decisions. Any questions as to the validity or legal sufficiency of legislation, or as to interpretation of Statutes, will properly remain the responsibility of the Municipal Attorney.

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### TITLE I. GOVERNMENT CODE

**Depository for city funds, how selected. § 95.280, RSMo.; Depository to deposit securities – contract term for depositories, certain cities (Maryville) § 95.285, RSMo.; City depository. § 95.355, RSMo. – SB 1359** This Bill repeals these three Sections in their entirety, effective August 28, 2024.

**Selection of depositories, competitive bid process – definitions – requirements – contracts – records. § 110.075, RSMo. – SB 1359** This Bill enacts new provisions applicable to all municipalities when selecting their depositories.

*1. As used in this section, the following terms shall mean:*

*(1) “Depository”, banking institution headquartered in or maintaining a full-service branch in this state which is selected by a municipality to hold and manage public funds;*

*(2) “Governing body”, any city council, board of aldermen, or board of trustees;*

*(3) “Municipal depositories”, any state-chartered or federally chartered banking institution as defined in Article IV, Section 15 of the Constitution of Missouri;*

*(4) “Municipality”, any city or village in this state;*

*(5) “Public funds”, funds owned or controlled by a municipality, including tax revenues, fees, grants, and other sources of income.*

*2. All municipalities shall select depositories through a competitive process in accordance with the provisions in this section. The governing body of each municipality shall develop and publish a request for proposals which shall outline the requirements for selecting one or more municipal depositories. Such requirements shall address or include the following matters:*

*(1) The municipality shall use due diligence for determining the financial stability and soundness of the depository based on publicly available financial reports and other public sources;*

*(2) Safe custody and liquidity of public funds, including deposit insurance coverage and pledge of collateral or investment in appropriate government securities as authorized for public funds;*

*(3) Interest rates and fees offered;*

*(4) Services offered, including online banking, cash management, deposit sweep and repurchase accounts, investment in a common trust fund in eligible securities for municipalities and political subdivisions, and other banking service options;*

*(5) Compliance with all applicable state and federal banking regulations;*

*(6) Convenient and efficient treasury functions, including if the location of the depository institution shall be required to be located within the municipality or in the same county as the municipality.*

*3. Banking institutions interested in becoming the municipal depository shall respond to the municipality's request for proposals within the time frame specified by the municipality in the request.*

*4. The governing body shall evaluate the proposals based on the criteria outlined in the request for proposals and select a banking institution that best meets the municipality's needs and objectives.*

*5. The selected banking institution shall enter into a contract with the municipality outlining the terms and conditions of the depository relationship, including, but not limited to, the interest rates, fees, and services to be provided.*

*6. Municipalities shall maintain records of the selection process, including all proposals received by the municipality for a period of two years.*

**Closed meetings and closed records authorized when, exceptions. § 610.021, RSMo. – HB 2111** This Bill adds a new Subsection (17), set out below, and rennumbers subsequent Subsections.

*(17) Records relating to reports of allegations of improper governmental activities under section 29.221;*

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## **TITLE II. PUBLIC HEALTH, SAFETY AND WELFARE**

**Criminal mischief, offense of – penalty. § 569.200, RSMo. – HB 2062** This Bill adds the following new misdemeanor offense:

*1. A person commits the offense of criminal mischief if he or she unlawfully detains, occupies, or trespasses upon a residential dwelling.*

*2. The offense of criminal mischief is a class A misdemeanor.*

**Definitions. § 571.010, RSMo. – HB 2287** This Bill adds the following new definition to this Section:

*(17) "School", any charter school, as such term is defined in section 160.400, any private school, as such term is defined in section 166.700, or any public school, as such term is defined in section 160.011;*

**Blair's Law – unlawful discharge of a firearm, offense of – penalties. § 571.031, RSMo. – SB 754, et al.** This Bill adds the following new Section, which sets out numerous exceptions to unlawful discharge in a municipality:

- 1. This section shall be known and may be cited as "Blair's Law".*
- 2. A person commits the offense of unlawful discharge of a firearm if he or she recklessly discharges a firearm within or into the limits of any municipality.*
- 3. This section shall not apply if the firearm is discharged:*
  - (1) As allowed by a defense of justification under chapter 563;*
  - (2) On a shooting range that is:*
    - (a) Indoor;*
    - (b) Owned or operated by the state or any political subdivision;*
    - (c) A commercial shooting range, including any range used by paying members; and*
    - (d) Supervised by any person eighteen years of age or older;*
  - (3) To lawfully take wildlife during an open season established by the department of conservation. Nothing in this subdivision shall prevent a municipality from adopting an ordinance restricting the discharge of a firearm within one-quarter mile of an occupied structure;*
  - (4) For the control of nuisance wildlife as permitted by the department of conservation or the United States Fish and Wildlife Service;*
  - (5) By special permit of the chief of police of the municipality;*
  - (6) As required by an animal control officer in the performance of his or her duties;*
  - (7) Using blanks;*
  - (8) More than one mile from any occupied structure;*
  - (9) In self-defense or defense of another person against an imminent or ongoing animal attack unless the self-defense or defense of another person is a gross deviation from the standard of care which a reasonable person would exercise in the situation to protect oneself or the other person from such animal attack and such person shall not have a duty to retreat;*
  - (10) In defense of a domestic animal against an imminent or ongoing animal attack, unless the defense of the domestic animal is a gross deviation from the standard of care which a reasonable person would exercise in the situation to protect a domestic animal from attack; or*
  - (11) By law enforcement personnel, as defined in section 590.1040, or a member of the United States Armed Forces if acting in an official capacity.*
- 4. A person who commits the offense of unlawful discharge of a firearm shall be guilty of:*
  - (1) For a first offense, a class A misdemeanor;*
  - (2) For a second offense, a class E felony; and*

(3) *For a third or subsequent offense, a class D felony.*

**Possession of firearm unlawful for certain persons – penalty – exception. § 571.070, RSMo. – SB 754, et al.** This Bill revises Subsection 2 of this Section as indicated below.

*2. Unlawful possession of a firearm is a class ~~D~~ C felony, unless a person has been convicted of a dangerous felony as defined in section 556.061, or the person has a prior conviction for unlawful possession of a firearm in which case it is a class ~~C~~ B felony.*

**Definitions. § 575.010, RSMo. – SB 754, et al.** This Bill deletes the definition of “police animal” and adds the following definition of “law enforcement animal”:

*(7) “Law enforcement animal” means a dog, horse, or other animal used in law enforcement or a correctional facility, or by a municipal police department, fire department, search and rescue unit or agency, whether the animal is on duty or not on duty. The term shall include, but not be limited to, accelerant detection dogs, bomb detection dogs, narcotic detection dogs, search and rescue dogs, and tracking animals;*

**Valentine's Law – aggravated fleeing a stop or detention of a motor vehicle, offense of – penalty. § 575.151, RSMo. – SB 754, et al.** This Bill adds the following new Section regarding aggravated fleeing a stop or detention. This is a felony offense.

*1. This section shall be known and may be cited as “Valentine's Law”.*

*2. A person commits the offense of aggravated fleeing a stop or detention of a motor vehicle if he or she knows or reasonably should know that a law enforcement officer is attempting to detain or stop a motor vehicle, and for the purpose of preventing the officer from effecting the stop or detention, he or she flees and:*

*(1) Such person operates a motor vehicle at a high speed or in any manner which creates a substantial risk of serious physical injury or death to any person;*

*(2) As a result of such flight causes physical injury to another person; or*

*(3) As a result of such flight causes death to another person.*

*3. A person is presumed to be fleeing a vehicle stop or detention if he or she continues to operate a motor vehicle after he or she has seen or reasonably should have seen clearly visible emergency lights or has heard or reasonably should have heard an audible signal emanating from the law enforcement vehicle pursuing him or her.*

*4. It is no defense to a prosecution pursuant to subsection 2 of this section that the law enforcement officer was acting unlawfully in making the arrest. However, nothing in this section shall be construed to bar civil suits for unlawful arrest. A person need not know the basis for the arrest, detention, or stop, only that the person was being stopped or detained.*

*5. The offense of aggravated fleeing a stop or detention in violation of subdivision (1) of subsection 2 of this section shall be a class D felony, without eligibility for probation, parole, or conditional release until the defendant has served no less than one year of such sentence. The offense of aggravated fleeing a stop or detention in violation of subdivision (2) of subsection 2 of this section shall be a class B felony. The offense of aggravated fleeing a stop or detention in violation of subdivision (3) of subsection 2 of this section shall be a class A felony.*

**Max's Law – assault on a police animal – penalties. § 575.353, RSMo. – SB 754, et al.** This Bill revises this Section as indicated below.

1. This section shall be known and may be cited as "Max's Law".

2. A person commits the offense of assault on a ~~police~~ law enforcement animal if he or she knowingly attempts to kill or disable or knowingly causes or attempts to cause serious physical injury to a ~~police~~ law enforcement animal when that animal is involved in law enforcement investigation, apprehension, tracking, or search, or the animal is in the custody of or under the control of a law enforcement officer, department of corrections officer, municipal police department, fire department or a rescue unit or agency.

~~2. 3. The offense of assault on a ~~police~~ law enforcement animal is a: class C misdemeanor, unless~~

(1) Class A misdemeanor, if the law enforcement animal is not injured to the point of requiring veterinary care or treatment;

(2) Class E felony if the law enforcement animal is seriously injured to the point of requiring veterinary care or treatment; and

(3) Class D felony if the assault results in the death of such animal, ~~or disables such animal to the extent it is unable to be utilized as a police animal, in which case it is a class E felony.~~

**Acts and facilities to which section 574.130 and sections 578.005 to 578.023 do not apply. § 578.007, RSMo. – SB 754, et al.** This Bill revises Subsection (9) of this Section as indicated below.

(9) The killing of an animal by any person at any time if such animal is outside of the owned or rented property of the owner or custodian of such animal and the animal is injuring any person or farm animal, but this exemption shall not include ~~police or guard dogs~~ the killing or injuring of a law enforcement animal while working;

**Law enforcement dogs, exempt from certain laws, when. § 578.022, RSMo. – SB 754, et al.** This Bill revises this Section as indicated below.

Any dog that is owned, or the service of which is employed, by a law enforcement agency and that bites or injures another animal or human in the course of their official duties is exempt from the provisions of sections 273.033 and, 273.036 and section, 578.012, and 578.024.

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### TITLE III. TRAFFIC CODE

**Duty to maintain financial responsibility, residents and nonresidents, misdemeanor penalty for failure to maintain—exception, methods—court to notify department of revenue, additional punishment, right of appeal. § 303.025, RSMo. — HB 2168** This Bill revises this Section as indicated below. Note that this Bill was enacted during the 2022 Legislative Session and went into effect January 1, 2024.

1. No owner of a motor vehicle registered in this state, or required to be registered in this state, shall operate, register or maintain registration of a motor vehicle, or permit another person to operate such vehicle, unless the owner maintains the financial responsibility which conforms to the requirements of the laws of this state. No nonresident shall operate or permit another person to operate in this state a motor vehicle registered to such nonresident unless the nonresident maintains the financial responsibility which conforms to the requirements of the laws of the nonresident's state of residence. Furthermore, no person shall operate a motor vehicle owned by another with the knowledge that the owner has not maintained financial responsibility unless such person has financial responsibility which covers the person's operation of the other's vehicle; however, no owner or nonresident shall be in violation of this subsection if he or she fails to

maintain financial responsibility on a motor vehicle which is inoperable or being stored and not in operation. The director of the department of revenue shall establish by rule a process for voluntary suspension of motor vehicle registration for vehicles which are inoperable or being stored and not in operation. The owner or nonresident shall not further operate the vehicle until the owner or nonresident notifies the department of revenue that the vehicle will be in use, and the department shall reinstate the motor vehicle registration upon receipt of proof of financial responsibility. Owners or nonresidents who operate a motor vehicle during a period of inoperability or storage claimed under this subsection shall be guilty of a class B misdemeanor and may additionally be guilty of a violation of this subsection. Notwithstanding any provision of law to the contrary, the department of revenue may verify motor vehicle financial responsibility as provided by law, but shall not otherwise take legal or administrative action to enforce the requirements of this section unless, in the discretion of the director, the motor vehicle is determined to have been operated in violation of this section, a motor vehicle registration is applied for in violation of this section, or the motor vehicle on two separate occasions thirty days apart is determined to have its registration maintained in violation of this section. The director may prescribe rules and regulations for the implementation of this section.

2. A motor vehicle owner shall maintain the owner's financial responsibility in a manner provided for in section 303.160, or with a motor vehicle liability policy which conforms to the requirements of the laws of this state. A nonresident motor vehicle owner shall maintain the owner's financial responsibility which conforms to the requirements of the laws of the nonresident's state of residence.

3. Any person who violates this section is guilty of a misdemeanor. Except as otherwise provided in this section, a first violation of this section shall be punishable as a class D misdemeanor. A second or subsequent violation of this section shall may be punishable punished by imprisonment in the county jail for a term not to exceed fifteen days and/or and shall be punished by a fine not less than two hundred dollars but not to exceed five hundred dollars. Prior pleas of guilty and prior findings of guilty shall be pleaded and proven in the same manner as required by section 558.021. However, no person shall be found guilty of violating this section if the operator demonstrates to the court that he or she met the financial responsibility requirements of this section at the time the peace officer, commercial vehicle enforcement officer or commercial vehicle inspector wrote the citation. In addition to any other authorized punishment, the court shall notify the director of revenue of any person convicted pursuant to this section and shall do one of the following:

[...]

6. Any fines owed to the state pursuant to this section may be eligible for payment in installments. The director shall promulgate rules for the application of payment plans, which shall take into account individuals' ability to pay.

**Traffic citation, infraction, no warrant of arrest, when – alternate notice, procedure. § 307.018, RSMo. – SB 754, et al.** This Bill adds the following new Section restricting the court's ability to issue a warrant of arrest for a person's failure to pay a fine or appear in court with respect to a traffic citation issued for a violation of Chapter 307, RSMo.

1. Notwithstanding any other provision of law, no court shall issue a warrant of arrest for a person's failure to respond, pay the fine assessed, or appear in court with respect to a traffic citation issued for an infraction under the provisions of this chapter. In lieu of such warrant of arrest, the court shall issue a notice of failure to respond, pay the fine assessed, or appear, and the court shall schedule a second court date for the person to respond, pay the fine assessed, or appear. A copy of the court's notice with the new court date shall be sent to the driver of the vehicle. If the driver fails to respond, pay the fine assessed, or appear on the second court date, the court shall issue a second notice of failure to respond, pay the fine assessed, or appear. If the driver fails to

*respond, pay the fine assessed, or appear after the second notice, the court may issue a default judgment under section 556.021 for the infraction.*

*2. At any point after the default judgment has been entered, the driver may appear in court to state that he or she is unable to pay and to request the court to modify the judgment. The court shall hold a hearing to determine whether the driver has the ability to pay. If the court finds the driver lacks the present ability to pay, the court shall modify the judgment in any way authorized by statute or court rule, including:*

*(1) Allowing for payment of the fine on an installment basis;*

*(2) Waiving or reducing the amount owed; or*

*(3) Requiring the driver to perform community service or attend a court-ordered program in lieu of payment.*

*3. At any point after the default judgment has been entered, the driver may appear in court and show proof that he or she corrected the equipment violation for which the fine and costs were assessed. If the driver shows such proof, the court may waive the fines and costs that are due.*

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## **TITLE VI. BUSINESS AND OCCUPATION**

**Electric vehicle charging stations – political subdivision restrictions. § 67.288, RSMo. – HB 2062** This Bill adds the following new Section, which sets certain restrictions on a political subdivision regarding electric vehicle charging stations.

*1. For purposes of this section, the following terms mean:*

*(1) "Electric vehicle", any vehicle that operates, either partially or exclusively, on electrical energy from the grid or an off-board source that is stored onboard for a motive purpose;*

*(2) "Electric vehicle charging station", a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy by conductive or inductive means to a battery or other energy storage device in an electric vehicle.*

*2. Notwithstanding any other provision of law to the contrary, no political subdivision shall adopt any ordinance, resolution, regulation, code, or policy that requires electric vehicle charging stations or infrastructure for future installation of electric vehicle charging stations on any parking lot owned or leased to any church or nonprofit organization exempt from taxation under 26 U.S.C. Section 501(c)(3) of the Internal Code of 1986, as amended.*

*3. Nothing in this section shall prohibit a business owner or property owner from paying for the installation, maintenance, or operation of an electric vehicle charging station.*

**Definitions. – § 67.2677, RSMo. – HB 2057 and SB 872.** These Bills revise the definition of "video service" as indicated below.\* Senate Bill 872 also deletes Subsection 2 of this Section, which stated, "The repeal and reenactment of this section shall become effective August 28, 2023."

*\*These Bills used slightly different wording in the beginning of this definition. The wording below reflects the wording set out on the Missouri Revisor of Statutes website.*

*(14) "Video service", the provision, by a video service provider, of video programming provided through wireline facilities located at least in part in the public right-of-way without regard to*

delivery technology, including internet protocol technology whether provided as part of a tier, on demand, or on a per-channel basis. This definition includes cable service as defined by 47 U.S.C. Section 522(6), but does not include any video programming provided by a commercial mobile service provider defined in 47 U.S.C. Section 332(d), or any video programming ~~provided solely as part of and~~ accessed via a service that enables users to access content, information, electronic mail, or other services offered over the public internet, including streaming content;

**Expiration date, exception. § 67.5122, RSMo. – SB 872.** This Bill changes the expiration date for small wireless facilities from January 1, 2025, to December 31, 2029. This Section now reads as follows:

*Sections 67.5110 to 67.5122 shall expire on December 31, 2029, except that for small wireless facilities already permitted or collocated on authority poles prior to such date, the rate set forth in section 67.5116 for collocation of small wireless facilities on authority poles shall remain effective for the duration of the permit authorizing the collocation.*

**Home inspection not required for sale of property, exception. § 436.345, RSMo. – HB 2062** This Bill adds the following new Section regarding home inspections.

*Notwithstanding any other provision of law to the contrary, no political subdivision shall require a property owner to have a home inspection conducted of a residential property prior to the sale of the property. This provision shall not apply to any inspection requirement of new construction or occupancy permits.*

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## TITLE VII. UTILITIES

**Definitions. § 644.016, RSMo. – HB 2134 and HB 1956.** These Bills add the following new definitions to this Section related to water regulations:

(1) **“Agrichemical facility”**, any site, with the exception of chemical production facilities, where bulk pesticides or fertilizers, excluding anhydrous ammonia fertilizer, are:

(a) Stored and combined in nonmobile containers, dedicated containers, or storage basins; or

(b) Stored or being mixed, applied, repackaged, or transferred between containers or storage basins;

(14) **“Open storage basin”**, an open earthen basin (nonconcrete) with a capacity of two and one-half million gallons or larger that stores industrial process wastewater or industrial process wastewater residuals for disposal or land application;

(15) **“Open storage vessel”**, any metal, plastic, or polymer lined basin with a capacity of two and one-half million gallons or larger that stores industrial process wastewater or industrial process wastewater residuals for disposal or land application;

(16) **“Operating location”**, all contiguous lands owned, operated, or controlled by one or more persons jointly or as tenants in common, except land application sites are not required to be contiguous;

**Effluent regulations to be promulgated – nutrient management technical standard, requirements, inapplicability. § 644.041, RSMo. – HB 2134 and HB 1956.** These Bills add the following new Subsections to this Section:

2. Any land application of industrial wastewater, industrial wastewater treatment sludge, and



related process wastes, excluding concentrated animal feeding operations, livestock markets, and animal manure, shall be subject to a nutrient management technical standard established and incorporated into rule by the department, which shall include land application practices, annual soil sampling, setbacks, material sampling requirements and frequency, and a process for establishing land application rates. The nutrient management technical standard shall allow the use of a phosphorus index developed by Missouri's first land grant university, regardless of operational control over land application fields. Such phosphorus index shall be revised for each annual planned application of such material and include, but shall not be limited to, data inputs for field use, field slope, field management practices, application method, soil type, phosphorus soil test, phosphorus solubility, and tillage type. Results of any sampling required under this subsection shall be provided to the department. Such rules shall afford a prudent degree of environmental protection designed to ensure safe and clean soils and water for the surrounding community while accommodating modern agricultural practices. Any rule or portion of a rule, as that term is defined in section 536.010, that is created under the authority delegated in this section shall become effective only if it complies with and is subject to all of the provisions of chapter 536 and, if applicable, section 536.028. This section and chapter 536 are nonseverable and if any of the powers vested with the general assembly pursuant to chapter 536 to review, to delay the effective date, or to disapprove and annul a rule are subsequently held unconstitutional, then the grant of rulemaking authority and any rule proposed or adopted after the effective date of this act, shall be invalid and void.

3. The provisions of subsection 2 of this section shall not apply to land application conducted in compliance with a land application management plan approved by the department.

**Prohibited acts – permits required, when, exemptions, fee – permit application procedures – rulemaking – limitation on use of permit fee moneys – permit shield provisions. § 644.051, RSMo. – HB 2134 and HB 1956.** These Bills add new Subsections 6 through 8, set out below, and renumber subsequent Subsections.

6. Notwithstanding any provision of this section to the contrary, the commission may exempt an entity from the requirement to obtain a permit under this section based on licensure under the Missouri fertilizer law, sections 266.291 to 266.351, only if the entity is producing products that are commercially sold to an end user in accordance with such sections and has accurate labeling for each container that includes the information required under subsection 1 of section 266.321.

7. Entities currently storing combined bulk fertilizers in storage basins shall not be exempt from any design requirements for agrichemical facilities established by rule when constructing new agrichemical facilities.

8. (1) In order to receive an operating permit under this section, any point source or operating location seeking an operating permit for a commingled offsite industrial wastewater or wastewater residuals open storage basin or open storage vessel shall meet current design requirements for a wastewater treatment facility's design capacity.

(2) Except as provided in subdivision (3) of this subsection, the department shall require at least, but not more than, the following buffer distances between the nearest commingled offsite industrial wastewater or wastewater residuals open storage basin or open storage vessel and any public building or occupied residence other than a public building or occupied residence that is operated by the commingled offsite industrial wastewater or wastewater residuals open storage basin or open storage vessel or a residence from which a written agreement for operation is obtained:

(a) For a facility with a capacity of more than five hundred thousand gallons but less than or equal to five million gallons, one thousand feet;

*(b) For a facility with a capacity of more than five million gallons but less than or equal to ten million gallons, two thousand feet; and*

*(c) For a facility with a capacity of more than ten million gallons, three thousand five hundred feet.*

*(3) All commingled offsite industrial wastewater or wastewater residuals open storage basins or open storage vessels holding valid operating permits as of the effective date of this section shall be exempt from the buffer distances prescribed in subdivision (2) of this subsection. Such distances shall not apply to a facility that has received a written agreement signed by all affected property owners within the relevant buffer distance.*

*(4) The department shall require groundwater monitoring on a site-specific basis when, in the determination of the division of geological survey, the commingled offsite industrial wastewater and wastewater residuals open storage basin or open storage vessel is located in proximity to a geological feature that increases the likelihood of groundwater contamination.*

*(5)(a) The department shall establish by rule sampling requirements for commingled offsite industrial wastewater and wastewater residuals open storage basins or open storage vessels based on permitted materials.*

*(b) The department shall, within sixty days of the effective date of this section, begin the process of promulgating rules, which shall include creating a chain of custody record form to be used by all parties during the handling of testing samples, and, at a minimum, establish criteria to require annual sampling and testing of any contents of any commingled offsite industrial wastewater or wastewater residuals open storage basin or open storage vessel for:*

*a. The total concentrations of metals, including arsenic, aluminum, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and thallium; and*

*b. E. coli and fecal coliform.*

*(c) Testing under paragraph (b) of this subdivision shall be done by a third-party certified laboratory and results of the testing shall be sent to the department by the third-party certified laboratory annually.*

Bill Number: 2025-0056

Ordinance Number: 656

**AN ORDINANCE APPOINTING KELLI LIVENGOOD AS CITY CLERK FOR THE CITY OF DIXON, MISSOURI AND ESTABLISHING DUTIES AND TERM OF OFFICE**

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

**SECTION 1.** The City Clerk of the City of Dixon is a position that is elected by the Board of Aldermen.

**SECTION 2.** On February 3, 2025, the Board of Aldermen elected Kelli Livengood to serve as the City Clerk for the City of Dixon.

**SECTION 3.** Pursuant to City Code Section 115.090, the City Clerk's "duties and term of office shall be fixed by ordinance."

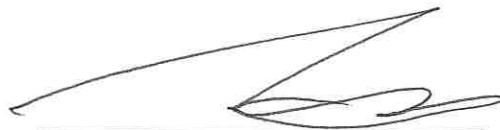
**SECTION 4.** The duties of the City Clerk of the City of Dixon shall be those established by City Code, including but not limited to Code Sections 115.090 and 130.090.

**SECTION 5.** The City Clerk shall hold office for an indefinite term and this term will be terminated by: her resignation, her termination from employment with the City, or by the Board of Aldermen's removal of her from the office of City Clerk and subsequent election of another individual to serve as the City Clerk.

**SECTION 6.** All ordinances or parts of ordinances therefore enacted which are in conflict with this ordinance are repealed.

**SECTION 7.** This ordinance shall be in full force and effect from and after its passage and approval.

READ TWO TIMES AND PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON, MISSOURI ON MARCH 3, 2025.

  
\_\_\_\_\_  
Mayor

Attest:

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



Bill Number: 2025-0057

Ordinance Number: 657

**AN ORDINANCE APPROVING AN AGREEMENT FOR  
INSTALLATION OF SEWER SERVICE INFRASTRUCTURE**

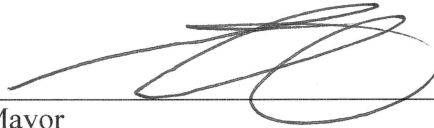
Be it ordained by the Board of Aldermen of the City of Dixon as follows:

**SECTION 1.** An Agreement for Installation of Sewer Service Infrastructure between City of Dixon and Dixon R-1 School District is attached hereto as **Exhibit A** and is incorporated herein by specific reference.

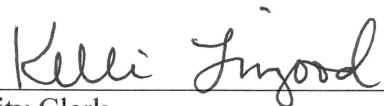
**SECTION 2.** The terms of **Exhibit A** are approved and the Mayor is authorized to execute the documents and legally bind the City to the terms of the agreement.

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

READ TWO TIMES AND PASSED AND APPROVED BY THE BOARD OF  
ALDERMEN OF THE CITY OF DIXON, MISSOURI ON APRIL 7, 2025.

  
\_\_\_\_\_  
Mayor

Attest:

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



## EXHIBIT A

### AGREEMENT FOR INSTALLATION OF SEWER SERVICE INFRASTRUCTURE

**THIS AGREEMENT** is made and entered into this 7<sup>th</sup> day of April, 2025, by and between Dixon R-1 School District in Dixon Missouri, hereinafter referred to as "School," and City of Dixon, Missouri, a Missouri fourth-class city, hereinafter referred to as "City."

#### **WITNESSETH:**

**WHEREAS**, City provides sewer utility services; and

**WHEREAS**, previously, City has charged School for sewer services for a building owned by School known as the bus barn;

**WHEREAS**, the bus barn is not presently connected to City's sewer infrastructure and School is requesting for this connection to be constructed; and

**WHEREAS**, School and City wish to enter into a mutually beneficial agreement regarding the construction of a connection between School's bus barn and City's sewer main, using a gravity service line.

**NOW, THEREFORE**, in consideration of the promises and the covenants herein contained, the parties agree:

1. City will provide all labor, at its cost, to construct a connection of School's bus barn to the existing service line that ties into City's sewer main, including the installation of a Liberty pump lift station.
2. City will prepurchase and School will reimburse City for the cost of the Liberty lift station, piping, and wiring from the bus barn to the Liberty pump.
3. The Liberty pump lift station will be installed on School's real property and, upon School's cost reimbursement to City, the Liberty pump lift station and all infrastructure from the pump to the bus barn shall become the School's property. After the completion of the installation of the pump and the startup of City sewer services to the bus barn, it shall be the School's sole responsibility to provide all maintenance and upkeep regarding the pump and all infrastructure from the pump to the bus barn.
4. City will pay for all supplies necessary to install the connection of the Liberty pump lift station to the existing service line that ties into City's sewer main.

**IN WITNESS WHEREOF**, the parties execute this agreement as of the dates entered below.



EXHIBIT A

Dixon R-1 School District

By: *T. Bohrer*  
Travis Bohrer, Superintendent  
Name, Title

3/31/25  
Date

Attest: *Christie Hughes*  
Christie Hughes, Payroll Supervisor  
Name, Title

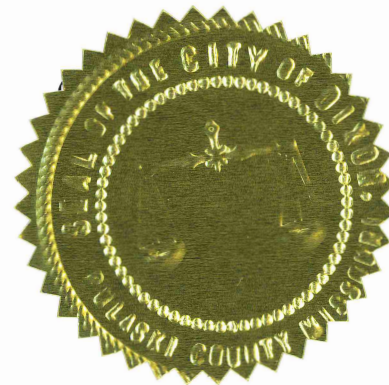
(County Seal)

City of Dixon, Missouri

By: *[Signature]*  
Mayor

4/1/2025  
Date

Attest: *Kelli Lingo*  
City Clerk



Bill Number: 2025-0058

Ordinance Number: 658

**AN ORDINANCE APPROVING AN AGREEMENT TO TERMINATE AGREEMENT FOR  
DISPATCHING SERVICES BETWEEN CITY OF ST. ROBERT AND CITY OF DIXON  
AND APPROVING DISCLOSURE, ACKNOWLEDGEMENT, AND CONFLICT WAIVER**

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

**SECTION 1.** An Agreement to Terminate Agreement for Dispatching Services Between City of St. Robert and City of Dixon is attached hereto as **Exhibit A** and is incorporated herein by specific reference. A Disclosure to and Acknowledgement by City of Dixon and City of St. Robert Regarding Legal Representation and Agreement Regarding Conflict of Interest is attached hereto as **Exhibit B** and is incorporated herein by specific reference.


**SECTION 2.** The terms of **Exhibits A** and **B** are approved and the Mayor is authorized to execute the documents and legally bind the City.

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

READ TWO TIMES AND PASSED AND APPROVED BY THE BOARD OF  
ALDERMEN OF THE CITY OF DIXON, MISSOURI ON APRIL 7, 2025.

  
\_\_\_\_\_  
Mayor

Attest:

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



Bill Number: 25-033

Ordinance Number: 4143

**AN ORDINANCE APPROVING AN AGREEMENT TO TERMINATE AGREEMENT FOR  
DISPATCHING SERVICES BETWEEN CITY OF ST. ROBERT AND CITY OF DIXON  
AND APPROVING DISCLOSURE, ACKNOWLEDGEMENT, AND CONFLICT WAIVER**

Be it ordained by the Board of Aldermen of the City of St. Robert as follows:

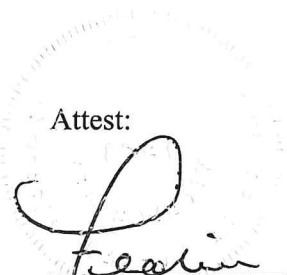
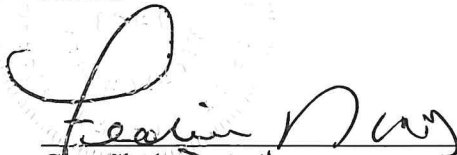
**SECTION 1.** An Agreement to Terminate Agreement for Dispatching Services Between City of St. Robert and City of Dixon is attached hereto as **Exhibit A** and is incorporated herein by specific reference. A Disclosure to and Acknowledgement by City of Dixon and City of St. Robert Regarding Legal Representation and Agreement Regarding Conflict of Interest is attached hereto as **Exhibit B** and is incorporated herein by specific reference.


**SECTION 2.** The terms of **Exhibits A** and **B** are approved and the Mayor is authorized to execute the documents and legally bind the City.

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

READ THREE TIMES AND PASSED AND APPROVED BY THE BOARD OF  
ALDERMEN OF THE CITY OF ST. ROBERT, MISSOURI ON APRIL 15, 2025.

Attest:

  
  
\_\_\_\_\_  
City Clerk, Deputy

  
\_\_\_\_\_  
Mayor



## EXHIBIT A

### **AGREEMENT TO TERMINATE AGREEMENT FOR DISPATCHING SERVICES BETWEEN CITY OF ST. ROBERT AND CITY OF DIXON**

**THIS AGREEMENT TO TERMINATE**, is made and entered into on this 30<sup>th</sup> day of April, 2025, by and between the City of St. Robert, a Missouri municipality of the fourth class, hereinafter referred to as "St. Robert," and the City of Dixon, a Missouri municipality of the fourth class, hereinafter referred to as "Dixon";

#### **WITNESSETH:**

**WHEREAS**; the City of St. Robert's police department operates a "911" emergency and dispatching service; and

**WHEREAS**, on or about December 11, 2023, St. Robert and Dixon entered into an Agreement for Dispatching Services, pursuant to which the St. Robert police department provided dispatching services to the City of Dixon, hereinafter referred to as the "Agreement"; and

**WHEREAS**, after the execution of the Agreement, the St. Robert police department updated its dispatching equipment and software and the new equipment and software is not compatible with Dixon's equipment and software; and

**WHEREAS**, the term of the Agreement is for one year, renewable upon the first day of each year, unless either party give the other party a written notice of non-renewal at least 180 days prior to expiration of the current term; and

**WHEREAS**, both parties agree that it is no longer feasible for the St. Robert Police Department to provide effective dispatching services to Dixon and therefore, they are in agreement that the Agreement should be terminated; and

**WHEREAS**, neither party has given the requisite notice of non-renewal within the time period specified in the Agreement.

#### **THE PARTIES, THEREFORE, AGREE,**

1. As of the full execution of this agreement to terminate the Agreement, the Agreement shall terminate and shall no longer be an enforceable contract between the parties.
2. As of the date of termination, neither party shall have any liability of any type, including but not limited to financial liability, to the other party, regarding the terms of the Agreement.

EXHIBIT A

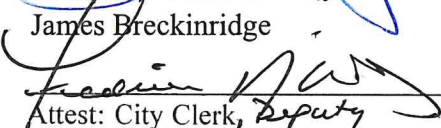
IN WITNESS WHEREOF, the parties execute this agreement to terminate as of the day and year above written.

City of St. Robert

By:

  
~~GEORGE MCLAUGHLIN~~, Mayor

James Breckinridge

  
Attest: City Clerk, Deputy

4-15-25  
Date

4-15-25  
Date

City of Dixon

By:

  
Mayor

4/7/2025  
Date

  
Attest: City Clerk

4/7/2025  
Date

## **EXHIBIT B**

### **DISCLOSURE TO AND ACKNOWLEDGEMENT BY CITY OF DIXON AND CITY OF ST. ROBERT REGARDING LEGAL REPRESENTATION AND AGREEMENT REGARDING CONFLICT OF INTEREST**

By executing this document, City of Dixon and City of St. Robert expressly acknowledge the disclosures made herein. Particularly, the attorneys of the law firm of Smith & Turley disclose that Tyce S. Smith, attorney at law with Smith & Turley, is the City Attorney for the City of St. Robert and that Carrie B. Williamson, attorney at law with Smith & Turley, is the City Attorney for City of Dixon. Generally, these representations do not create a conflict of interest. However, the attorneys of the law firm of Smith & Turley make this disclosure because the respective Cities have expressed a mutual wish to voluntarily terminate an Agreement for Dispatching Services entered into between the parties on or about December 11, 2023. The termination of the legal agreement will require legal services to be provided to the respective parties by Mr. Smith and Ms. Williamson.

It is the joint position of the attorneys of the law firm of Smith & Turley that a waivable conflict of interest exists regarding the legal representations described above. Further, it is the position of the attorneys of the law firm of Smith & Turley that, after a full disclosure, City of Dixon and City of St. Robert may waive the conflict of interest that exists and agree and consent to Tyce S. Smith continuing to represent City of St. Robert as City Attorney and for Carrie B. Williamson to represent City of Dixon regarding the termination of the said prior agreement, primarily because the Cities are fully in agreement regarding the purpose of the legal services that are to be provided.

Tyce S. Smith and Carrie B. Williamson agree that, should any circumstances occur that give rise to a disagreement or disputed issue regarding the representations set out herein, they will immediately notify City of Dixon and City of St. Robert and each city shall then retain separate independent counsel regarding the resolution of this matter.

Therefore, City of Dixon and City of St. Robert waive the conflict of interest regarding the termination of the Agreement for Dispatching Services entered into between the parties on or about December 11, 2023 and authorize Mr. Smith to represent City of St. Robert and Ms. Williamson to represent City of Dixon regarding the termination of the said agreement.

THE FOREGOING DISCLOSURES ARE ACKNOWLEDGED AND THE PARTIES  
AGREE TO THE FOREGOING TERMS.

City of Dixon

By: \_\_\_\_\_

Mayor

4/7/2025

Date

Kelli Inwood

Attest: City Clerk

4/7/2025

Date

City of St. Robert

By: \_\_\_\_\_

~~George A. Williamson~~, Mayor

James Breekinridge

James Breekinridge  
Attest: City Clerk, Deputy

4-15-25

Date

4-15-25

Date

Smith & Turley

\_\_\_\_\_  
Tyce S. Smith, Attorney At Law

\_\_\_\_\_  
Date

Carrie B. Williamson

Carrie B. Williamson, Attorney At Law

April 11, 2025

Date

Bill Number: 2025-0059

Ordinance Number: 659

**AN ORDINANCE APPROVING AN AGREEMENT FOR DISPATCHING SERVICES**

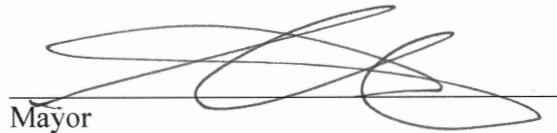
Be it ordained by the Board of Aldermen of the City of Dixon as follows:

**SECTION 1.** An Agreement for Dispatching Services between City of Dixon and the Sheriff's Office of Pulaski County, Missouri is attached hereto as **Exhibit A** and is incorporated herein by specific reference.


**SECTION 2.** The terms of **Exhibit A** are approved and the Mayor is authorized to execute the documents and legally bind the City to the terms of the agreement.

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

READ TWO TIMES AND PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF DIXON, MISSOURI ON APRIL 7, 2025.

  
Mayor

Attest:

  
City Clerk





**AGREEMENT FOR DISPATCHING SERVICES**

**THIS AGREEMENT** is made and entered into this MAY day of 15, 2025, by and between the Sheriff's Office of Pulaski County, Missouri, which is a department of a Missouri a third-class county, hereinafter referred to as "Pulaski County Sheriff's Office," and City of Dixon, Missouri, a Missouri fourth-class city, hereinafter referred to as "Dixon."

**WITNESSETH:**

**WHEREAS**, Pulaski County Sheriff's Office operates a "911" emergency and dispatching service; and

**WHEREAS**, Dixon and Pulaski County Sheriff's Office wish to enter into an agreement pursuant to which Pulaski County Sheriff's Office will provide certain dispatching services to Dixon.

**NOW THEREFORE**, in consideration of the promises and the covenants herein contained, the parties agree that Pulaski County Sheriff's Office will provide certain dispatching services to Dixon according to the following terms and conditions:

1. The term of this agreement shall be for a period of one year, beginning on the MAY day of 15, 2025. The term of this agreement shall automatically renew for up to twenty successive one year periods, unless either party gives written notice of non-renewal to the other party not less than 180 days prior to expiration of the current term. Additionally, either party shall have the right to terminate this agreement at any time upon giving no less than 180 days advance written notice to the other party.
2. As used in this document, the term "dispatching services" shall include the receipt and efficient handling of telephone calls requesting law enforcement, fire protection, ambulance services, medical services, utility services, and other services of an emergency nature. Upon receipt of a request for services within the city limits of Dixon, Pulaski County Sheriff's Office shall promptly notify the appropriate agency. Radio communications will be conducted over Dixon and Pulaski County Sheriff's Office repeater frequencies, as necessary.
3. Pulaski County Sheriff's Office requests that Dixon utilize its own dispatch during "regular business hours," which shall be from 8:00 A.M. until 4:00 P.M. Monday through Friday (excluding all holidays recognized by Dixon as official city holidays and excluding radio traffic during emergency situations.) Pulaski County Sheriff's Office shall further provide dispatching services on an as-needed basis for Dixon, based upon illness or unavailability of Dixon staffing.
4. During the periods of time when Pulaski County Sheriff's Department will be handling dispatch services for Dixon, it will be the responsibility of Dixon to forward its police department phone line(s) to Pulaski County Sheriff's Office and Dixon shall also

**EXHIBIT A**

be responsible for notifying Pulaski County Sheriff's Office when the phone line(s) have been forwarded.

4. Pulaski County Sheriff's Office will maintain recordings of all voice calls and dispatching transmissions and maintain an accurate log and record of all communications services. Dixon shall be entitled to access those recording, logs, and records at all reasonable times.

5. Pulaski County Sheriff's Office shall provide services related to any MULES entries that are not otherwise provided by the Circuit Court, acting as a subcontractor for service.

6. Dixon shall submit annually, on or before the 1st day of MAY, a total of \$8,000.00, which sum shall cover the cost of this agreement for the next twelve months.

7. If any incurred expenses are necessary to allow Pulaski County Sheriff's Office to provide dispatch service to Dixon as contemplated in this agreement, Dixon will pay for the expense. Those expenses include but are not limited to modifications and additions to existing equipment of Dixon, which are necessary for the dispatch services to be accomplished.

**IN WITNESS WHEREOF**, the parties execute this agreement as of the dates entered, below.

**Pulaski County, Missouri  
Sheriff's Office**

By: [Signature]

Attest: [Signature]  
County Clerk



**City of Dixon, Missouri**

By: [Signature]  
Mayor

Attest: [Signature]  
City Clerk

