



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, November 03, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

PRESENTATION

1. Mayor's Proclamation recognizing November 17–21, 2025, as American Education Week in the City of Jackson.

ADOPTION OF AGENDA

2. Motion adopting the Regular Meeting Agenda.

APPROVAL OF MINUTES

3. Motion approving the Minutes of the Regular Meeting of October 20, 2025.

FINANCIAL AFFAIRS

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

ACTION ITEMS

Power, Light, and Water Committee

5. Motion setting a public hearing for Monday, December 15, 2025, at 6:00 p.m., to consider the proposed 2026 City of Jackson Annual Budget, which also includes proposed sewer utility service rate adjustments and other utility service rate adjustments.
6. Bill proposing an Ordinance authorizing a Supplier Agreement with the Missouri Department of Social Services Family Support Division, relative to the Low-Income Home Energy Assistance Program (LIHEAP).
7. Bill proposing an Ordinance amending Chapter 5 (Alcoholic Beverages) of the Code of Ordinances, relative to Background Checks and Liquor License Fees.
8. Bill proposing an Ordinance approving a Memorandum of Understanding with Abbottsford Land Management, L.P., relative to the purchase of a parcel for the purpose of constructing a water tower.
9. Motion approving Task Order Authorization No. 25-09, in the amount of \$7,360.00, to Koehler Engineering, of Cape Girardeau, Missouri, relative to providing surveying and environmental services for the purpose of constructing a water tower.

Street, Sewer, and Cemetery Committee

- [10.](#) Motion authorizing the City staff to prepare a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to privacy fence height requirements.
- [11.](#) Motion approving an increase in expenditures, in the amount of \$4,060.00, to Koehler Engineering, of Cape Girardeau, Missouri, under Amendment No. 1 to Task Order Authorization No. 21-16 for the Phase 3 Sanitary Sewer Main Extension along Williams Creek / South Old Orchard Road.
- [12.](#) Motion accepting the bid of Riverside Roofing Company, LLC, of Cape Girardeau, Missouri, in the amount of \$54,172.00, relative to the Combined Roof Repairs Project.
- [13.](#) Bill proposing an Ordinance authorizing a contractual agreement with Riverside Roofing Company, LLC, relative to the Combined Roof Repairs Project.
- [14.](#) Resolution supporting a Land and Water Conservation Fund grant application to the Missouri State Parks for the Hubble Creek Recreation Trail Project, Phase 3B.
- [15.](#) Bill proposing an Ordinance amending the “Parking Prohibited Schedule” – Schedule IX, by adding designations on Alvin Street, Cecile Street, and Dorothy Drive.
- [16.](#) Bill proposing an Ordinance authorizing a contractual agreement with MRC I, LLC dba Midwest Recycling Center, of Imperial, Missouri, relative to the Electronics Recycling Services Program.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

17. Report by Mayor
18. Reports by Board Members
19. Report by City Attorney
20. Report by City Administrator

EXECUTIVE SESSION

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

ADJOURN

Posted on 10/31/2025 at 4:00 PM.



Office of the Mayor
City of Jackson, Missouri
Proclamation

WHEREAS: public schools are the cornerstone of our society, providing young people with the tools they need to maintain our nation’s precious values of freedom, good citizenship, and to provide a free and appropriate education, which meets the individual needs of all students; and

WHEREAS: by equipping young Americans with both practical skills and broader intellectual abilities, schools like Jackson R-2 give them hope for, and access to, a productive future, developing them into life-ready, service-motivated citizens with a passion for learning; and

WHEREAS: education employees—be they custodians or teachers, bus drivers, librarians, administrators, maintenance workers, cooks, school resource officers, classroom aids, or school staff members of any kind—work tirelessly to serve our children and communities with care and professionalism; and

WHEREAS: Jackson R-2 Schools are community anchors, bringing together adults and children, educators and volunteers, business leaders, and elected officials in a common enterprise to create a better place to live and work, making the City of Jackson and the surrounding areas known for excellence, built on a spirit of strength and tradition;

NOW, THEREFORE, I, Dwain L. Hahs, Mayor of the City of Jackson, do hereby proclaim, in the City of Jackson, November 17, 2025 - November 21, 2025:

AMERICAN EDUCATION WEEK

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Seal of the City of Jackson, Missouri, this third day of November, 2025.



Mayor Dwain L. Hahs





CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, October 20, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Katy Liley, Mike Seabaugh, Eric Fraley, Mark Unger, David Reiminger, Steve Stroder, Shana Williams, and Wanda Young. Present-8; Absent-0

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

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

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

Motion to Adopt the Agenda)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-8; Nays-0; Absent-0.

Public Hearing to Discuss the City of)
 Jackson's past performance in carrying)
 Out the 2023 Industrial Infrastructure)
 Improvement Project, to assist)
 Trussworks in locating to the Jackson)
 North Industrial Park)

Now comes forth a public hearing to discuss the City of Jackson's past performance in carrying out the 2023 Industrial Infrastructure Improvement Project, to assist Trussworks in locating to the Jackson North Industrial Park.

Now comes forth Southeast Missouri Regional Planning Commission Executive Director Jeremy Tanz to give a report on the City of Jackson's performance in carrying out the Community Development Block Grant requirements as well as an update on jobs created as a result of Trussworks locating to the Jackson North Industrial Park.

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

The Public Hearing is now closed by Mayor Hahs.

Public Hearing to Consider a text)
 Amendment to Chapter 65 (Zoning) of)
 The Code of Ordinances, relative to)
 Building height requirements in the I-1,)
 I-2, and I-3 Districts)

Now comes forth a public hearing to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to building height requirements in the I-1 (Light Industrial), I-2 (Heavy Industrial), and I-3 (Planned Industrial Park) Districts, as requested by the City of Jackson, Missouri.

Now comes forth Building and Planning Manager Larry Miller to explain, to the Board and public, under the current zoning regulations, buildings within the I-1, I-2, and I-3 Districts are limited to a maximum height of 45 feet and not more than three stories. The proposed change would increase the maximum allowable building height in these districts to 50 feet and not more than five stories, consistent with the height limits currently permitted in the C-2 (General Commercial) District. Buildings exceeding this limitation would continue to require a Special Use Permit for approval.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, October 20, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

No one speaks at the public hearing.

The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the Minutes of the)
 October 6, 2025, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Unger, to approve the minutes of the preceding Regular Board Meeting of Monday, October 6, 2025. Ayes-8; Nays-0; Absent-0.

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

Motion made by Alderman Unger, seconded by Alderwoman Young, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for September, 2025. Ayes-8; Nays-0; Absent-0.



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, October 20, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

CITY COLLECTOR'S REPORT FOR SEPTEMBER 2025

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,885,667.13	360,462.52	254,817.54	68,688.05	-	2,569,635.24
Penalties	6,874.24	1,379.30	974.90	267.45	-	9,495.89
Sales Tax	55,605.85	10,109.28	-	-	-	65,715.13
Disconnect Fees	2,859.44	-	-	-	-	2,859.44
Returned Transaction Fees	550.00	-	-	-	-	550.00
Customer Relocation Fees	-	-	-	-	250.00	250.00
Trash Stickers	-	-	-	1,478.00	-	1,478.00
UTILITY COLLECTIONS	1,951,556.66	371,951.10	255,792.44	70,433.50	250.00	2,649,983.70
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,951,556.66	371,951.10	255,792.44	70,433.50	250.00	2,649,983.70
Business/Contractor Licenses	-	-	-	-	640.00	640.00
Event Fees/Misc. Charges	700.00	-	-	-	-	700.00
NON-UTILITY COLLECTIONS	700.00	-	-	-	640.00	1,340.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	1,016.34
Cash in bank	-	-	-	-	-	2,652,340.04
Missouri Sales Tax payment	(55,605.85)	(10,109.28)	-	-	-	(65,715.13)
TO CITY TREASURER					\$	2,586,624.91

Respectfully Submitted,

City Collector



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, October 20, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the City Clerk's and Treasurer's Reports for September, 2025. Ayes-8; Nays-0; Absent-0.

CITY CLERK'S REPORT FOR THE MONTH OF SEPTEMBER, 2025

<u>ELECTRIC</u>	18,009.99
<u>WATER</u>	11,145.00
<u>WASTEWATER</u>	0.00
<u>GENERAL REVENUE</u>	23,470.74
<u>LANDFILL</u>	1,129.07
<u>CEMETERY</u>	9,325.00
<u>PARK</u>	2,732.50
<u>PARK FOUNDATION</u>	581.00
<u>RECREATIONAL DEVELOPMENT</u>	900.00
<u>STORMWATER MAINTENANCE FUND</u>	1,276.98
<u>TRUST & AGENCY</u>	0.00
<u>HEALTH INSURANCE FUND</u>	1,742.74
<u>INMATE SECURITY FUND</u>	0.00
<u>TRANSPORTATION SALES TAX</u>	1,152.50
<u>RECREATIONAL SALES TAX FUND</u>	11,676.74
<u>REPORT TOTAL</u>	<u>83,142.26</u>

Water & Light Deposit Accounts
SEPTEMBER, 2025

Beginning Balance September 1, 2025:	\$210,000.00
TOTAL DEPOSITS	\$13,050.00
TOTAL REFUNDS	\$34.09
Ending Balance September 30, 2025:	\$223,015.91

<i>Balance Consists of :</i>	
Checking Account for US Bank	\$13,015.91
Investments	\$210,000.00
	<u>\$223,015.91</u>



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, October 20, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

CITY TREASURER'S REPORT FOR SEPTEMBER 2025							
FUND	FUND BALANCES 09-01-2025	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 09-30-2025	INVESTMENTS	CASH BALANCE 09-30-2025
ELECTRIC FUNDS							
Operation & Maintenance	-	1,952,481.41	(527,469.83)	1,425,011.58	-	-	-
Electric Surplus Fund	1,788,467.14	-	504,148.27	26,728.78	2,265,886.63	6,000.00	2,259,886.63
Electric Capital Projects Fund	4,711,557.70	-	-	-	4,711,557.70	3,905,000.00	806,557.70
WATER & SEWER FUNDS							
Water Operation & Maint.	-	386,536.60	(251,701.18)	134,835.42	-	-	-
Water Revenue Bond Fund	138,765.26	-	-	-	138,765.26	-	138,765.26
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	12,431,142.43	19,551.80	462,085.18	33,484.40	12,879,295.01	11,208,770.65	1,670,524.36
Water Replacement Fund	840,782.50	-	-	-	840,782.50	765,000.00	75,782.50
Water Capital Projects	399,638.00	-	-	-	399,638.00	-	399,638.00
Wastewater Operation & Maint.	-	284,433.62	(231,046.17)	53,387.45	-	-	-
Wastewater Replacement Fund	1,068,584.15	-	-	-	1,068,584.15	795,991.00	272,593.15
Wastewater Capital Projects	399,362.00	-	-	-	399,362.00	-	399,362.00
Wastewater Revenue Bond Fund	115.52	-	-	-	125,566.52	-	125,566.52
W & S Construction Fund	2,924,723.28	-	-	197,966.20	2,726,757.08	1,960,000.00	776,757.08
General Revenue Fund	2,075,497.47	53,630.32	490,517.74	817,110.49	1,802,535.04	1,737,765.95	64,769.09
Landfill Fund	771,955.89	71,747.24	(6,617.23)	74,390.34	762,695.56	610,000.00	152,695.56
Cemetery Fund	985,930.33	9,843.60	(5,073.13)	21,070.42	989,630.38	662,000.00	317,630.38
City Park Fund	36,039.64	3,574.73	(7,125.39)	60,330.19	(27,841.21)	-	(27,841.21)
Public Park Foundation Fund	148,010.51	1,964.42	-	2,694.96	147,279.97	65,000.00	82,279.97
Recreational Development Fund	116,644.09	903.30	-	59,025.32	58,522.07	-	58,522.07
Band Fund	0.00	518.60	-	518.60	0.00	-	0.00
ARPA Fund	335,331.96	48,006.40	-	2,549.00	380,789.36	275,000.00	105,789.36
Road Use Tax Fund	541,644.51	86,391.02	-	-	628,035.53	57,038.18	570,997.35
Stormwater Maintenance Fund	320,681.98	1,276.98	-	-	321,958.96	209,000.00	112,958.96
Trust and Agency Fund	923,248.21	400.00	14,690.10	16,948.51	921,389.80	782,740.60	138,649.20
Health Insurance Fund	1,124,759.24	11,185.07	143,688.68	224,799.05	1,054,833.94	545,000.00	509,833.94
Inmate Security Fund	18,211.12	78.00	-	-	18,289.12	-	18,289.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	574,446.03	136,665.77	-	630.20	710,481.60	325,455.27	385,026.33
Transportation Capital Projects Fund	2,388,173.77	-	-	103,815.22	2,284,358.55	-	2,284,358.55
Sales Tax Fund	1,070,148.84	270,358.62	-	8,750.00	1,331,757.46	1,129,032.20	202,725.26
Recreation Sales Tax Fund	327,586.28	75,523.43	(848.34)	36,372.04	365,889.33	50,000.00	315,889.33
Public Safety Sales Tax Fund	263,702.89	127,679.13	(390,382.02)	-	1,000.00	-	1,000.00
Fire Protection Sales Tax Fund	134,353.01	63,846.67	(194,866.68)	-	3,333.00	-	3,333.00
Capital Projects Construction Fund	1,532,681.25	1,259.08	-	443,964.85	1,089,975.48	940,000.00	149,975.48
Economic Dev. Reserve Fund	994,661.88	-	-	-	994,661.88	850,000.00	144,661.88
CDBG Grant Fund	35,699.25	-	-	-	35,699.25	-	35,699.25
I-55 Corridor Special Alloc. Fund	3,372.59	-	-	-	3,372.59	-	3,372.59
TOTALS	39,539,535.79	3,607,855.81	(0.00)	3,744,383.02	39,528,458.58	26,968,793.85	12,559,664.73
Respectfully Submitted,					Cash on Hand	1,475.00	
<i>Angela Birk</i>					General Account	9,967,947.75	
Angela Birk, City Clerk/Treasurer					Collectors Account	2,586,624.91	
					Equitable Sharing Fund	3,617.07	
					TOTAL	12,559,664.73	

TOTAL

12,559,664.73

Motion to Approve the quarterly budget)
To actuals for the previous quarter)

Motion made by Alderwoman Williams, seconded by Alderman Stroder, to approve the quarterly budget to actuals for the previous quarter. Ayes-8; Nays-0; Absent-0.



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, October 20, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve Change Order No. 6,)
 To Penzel Construction Company, Inc.,)
 Of Jackson, Missouri, relative to the)
 Building & Addition Renovation of)
 Jackson Fire Station No. 1 Project)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve Change Order No. 6. To Penzel Construction Company, Inc., of Jackson, Missouri, to reduce the contract amount by \$13,713.92, relative to the Building Addition & Renovation of Jackson Fire Station No. 1 Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 25-102 Re: To Authorize)
 A contractual agreement with Forward)
 Slash Technology, LLC, relative to)
 Professional services related to)
 Managed Information Technology)
 Support)

The matter of authorizing a contractual agreement with Forward Slash Technology, LLC, relative to professional services related to Managed Information Technology Support, came on for consideration. Alderman Reiminger introduced Bill No. 25-104, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND FORWARD SLASH TECHNOLOGY, LLC, OF ST. LOUIS, MISSOURI, RELATIVE TO PROFESSIONAL SERVICES RELATED TO MANAGED INFORMATION TECHNOLOGY SUPPORT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-104 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-104 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-102 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderwoman Young-aye; Alderman Unger-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Stroder-aye; and Alderman Reiminger-aye.

BILL NO. 25-104

ORDINANCE NO. 25-102

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND FORWARD SLASH TECHNOLOGY, LLC, OF ST. LOUIS, MISSOURI, RELATIVE TO PROFESSIONAL SERVICES RELATED TO MANAGED INFORMATION TECHNOLOGY SUPPORT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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MINUTES

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Forward Slash Technology, LLC, of St. Louis, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

FIRST READING: October 20, 2025.

SECOND READING: October 20, 2025.

PASSED AND APPROVED this 20th day of October, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Ordinance No. 25-103 Re: To Amend)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, October 20, 2025 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

Chapter 65 (Zoning) of the Code of Ordinances, relative to building height requirements in the I-1, I-2, and I-3 Districts, as requested by the City of Jackson, Missouri)
)
)
)
)

The matter of approving a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to building height requirements in the I-1 (Light Industrial), I-2 (Heavy Industrial), and I-3 (Planned Industrial Park) Districts, as requested by the City of Jackson, Missouri, came on for consideration. Alderwoman Liley introduced Bill No. 25-105, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO THE MAXIMUM HEIGHT OF BUILDINGS IN INDUSTRIAL DISTRICTS; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-105 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-105 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-103 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderwoman Williams-aye; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderwoman Liley-aye; Alderman Unger-aye; Alderwoman Young-aye; and Alderman Stroder-aye.

BILL NO. 25-105

ORDINANCE NO. 25-103

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO THE MAXIMUM HEIGHT OF BUILDINGS IN INDUSTRIAL DISTRICTS; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 65, Article I, Section 65-16, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-16. – I-1 Light industrial district regulations.

(4) *Height, area, and lot size requirements.* In addition to the specific requirements for the I-1 Light industrial district, all height, area, and lot size regulations and exceptions set forth in section 65-19, as they apply to uses in the I-1 Light industrial district, shall be observed.

a. *Height.* The maximum height of buildings permitted shall be fifty (50) feet and not over five (5) stores. Buildings exceeding this limitation shall require a special use permit.”



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MINUTES

Section 2. That Chapter 65, Article I, Section 65-17, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-17. – I-2 Heavy industrial district regulations.

(4) *Height, area, and lot size regulations.* In addition to the specific requirements for the I-2 Heavy industrial district, all height, area, and lot size regulations and exceptions set forth in section 65-19, as they apply to uses in the I-2 Heavy industrial district, shall be observed.

- a. *Height.* The maximum height of buildings permitted shall be fifty (50) feet and not over five (5) stories. Buildings exceeding this limitation shall require a special use permit.

Section 3. That Chapter 65, Article I, Section 65-18, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-18. – I-3 Planned industrial park district regulations.

(8) *Height, area, and lot size regulations.* In addition to the specific requirements for the I-3 Planned industrial park district, all height, area, and lot size regulations set forth in section 65-19, as they apply to uses in the I-3 Planned industrial park district, shall be observed.

- a. *Height.* The maximum height of buildings permitted shall be fifty (50) feet and not over five (5) stories. Buildings exceeding this limitation shall require a special use permit.

Section 4. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6. That this ordinance shall take effect and be in force from and after its passage and approval.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, October 20, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: October 20, 2025.

SECOND READING: October 20, 2025.

PASSED AND APPROVED this 20th day of October, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Ordinance No. 25-104 Re: To Amend)
 The "Crosswalks Designated Schedule")
 - Schedule XVI – by adding designations)
 On East Main Street, relative to the East)
 Main Street Pedestrian Walkway Project)

The matter of approving an amendment to the "Crosswalks Designated Schedule" – Schedule XVI – by adding designations on East Main Street, relative to the East Main Street Pedestrian Walkway Project, came on for consideration. Alderwoman Liley introduced Bill No. 25-106, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "CROSSWALKS DESIGNATED SCHEDULE, SCHEDULE XVI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING TO CERTAIN CROSSWALK DESIGNATIONS.

On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-106 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-106 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-104 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Fraley-aye; Alderwoman Williams-aye; Alderman Reiminger-aye; Alderwoman Liley-aye; Alderman Unger-aye; Alderwoman Young-aye; and Alderman Stroder-aye.

BILL NO. 25-106

ORDINANCE NO. 25-104

AN ORDINANCE AMENDING THE "CROSSWALKS DESIGNATED SCHEDULE, SCHEDULE XVI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING TO CERTAIN CROSSWALK DESIGNATIONS.

WHEREAS, the City of Jackson, Missouri, is constructing sidewalks along East Main Street as part of its East Main Street Sidewalk Improvement Project; and



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, October 20, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has determined that certain control designations are needed for the safe and efficient regulation of pedestrians and traffic; and

WHEREAS, the addition of these designations will better serve the public interest and align with current traffic management needs.

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

Section 1. The "Crosswalks Designated Schedule, Schedule XVI," passed and approved on the 18th day of November, 1985, is hereby amended by adding the following crosswalks designations:

BELLEVUE STREET (SOUTH): On South Bellevue Street at its intersection with East Main Street, crosswalk on the south side of the intersection.

DONALD STREET: On Donald Street at its intersection with East Main Street, crosswalk on the north side of the intersection.

MAIN STREET (EAST): On East Main Street at its intersection with Neal Street, crosswalk on the east side of the intersection.

NEAL STREET (SOUTH): On South Neal Street at its intersection with East Main Street, crosswalk on the south side of the intersection.

TRACY STREET: On Tracy Street at its intersection with East Main Street, crosswalk on the north side of the intersection.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Crosswalks Designated Schedule, Schedule XVI," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause appropriate signs to be added at the locations set forth above.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, October 20, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: October 20, 2025.

SECOND READING: October 20, 2025.

PASSED AND APPROVED this 20th day of October, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

City Administrator Matthew Winters)
 requests Closed Session)

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for two items, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2), RSMo.

Motion to Recess the Meeting to Study)
 Session)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:13 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

 Returned to Open Session at 7:14 P.M., from Study Session.

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

Meeting concluded at 7:14 P.M. On a motion by Alderman Fraley, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for two items, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2), RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Seabaugh-aye; Alderwoman Young-aye; Alderwoman Reiminger-aye;



CITY OF JACKSON
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Monday, October 20, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Alderwoman Williams-aye; Alderman Stroder-aye; Alderman Unger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk

NOTICE OF PUBLIC HEARING
CITY OF JACKSON, MISSOURI

Notice is hereby given that the Mayor and the Board of Aldermen of the City of Jackson, Missouri, will hold a Public Hearing on Monday, December 15, 2025, at 6:00 P.M., at the Board of Aldermen Chambers, City Hall, 101 Court Street, Jackson, Missouri. The purpose of the hearing will be to consider the proposed 2026 City of Jackson Annual Budget, for the year ending December 31, 2026, which also includes proposed sewer utility service rate adjustments and other utility service rate adjustments.

A copy of the proposed budget is available for public inspection at City Hall between 8:00 A.M. and 5:00 P.M. All interested persons are encouraged to attend this hearing, to present their statements and comments regarding this proposed budget.

Publish on
November 26, 2025

Angela Birk
City Clerk/Treasurer



City of Jackson

To: Mayor and the Board of Aldermen
From: Liza Walker, Assistant City Administrator
Date: Monday, October 27, 2025
Re: Low-Income Home Energy Assistance Program (LIHEAP) Agreement

The Missouri Department of Social Services (DSS) implements energy assistance funding to utility customers during times of hardship through two programs. The Energy Assistance Program (EA) allows a single annual payment for qualified customers. The Energy Crisis Intervention Program (ECIP) is designed to help qualified customers in an energy emergency situation.

LIHEAP is funded by a federal grant to the State of Missouri. A customer's eligibility for pledge funds is evaluated by the contracted agency for our region, East Missouri Action Agency (EMAA), or directly by DSS personnel. More information on the program is available at: <https://mydss.mo.gov/utility-assistance/liheap>.

Since federal grant requirements do not allow for direct payment to a qualified applicant, the City needs to enter into an agreement with DSS, so that customers meeting the LIHEAP criteria are able to receive any allocated funds. This is a renewal of the recent agreement that expired on September 30, 2025.

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A SUPPLIER AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE MISSOURI DEPARTMENT OF SOCIAL SERVICES FAMILY SUPPORT DIVISION, RELATIVE TO THE LOW-INCOME HOUSEHOLD ENERGY ASSISTANCE PROGRAM (LIHEAP); FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the **Missouri Department of Social Services Family Support Division**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

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

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

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

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

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

FIRST READING: November 3, 2025.

SECOND READING: November 3, 2025.

PASSED AND APPROVED this 3rd day of November, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor Pro Tem

City Clerk

**LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
SUPPLIER AGREEMENT
BETWEEN
MISSOURI DEPARTMENT OF SOCIAL SERVICES
FAMILY SUPPORT DIVISION
and
HOME ENERGY SUPPLIER**

1. Purpose

- 1.1 This agreement, made by and between the Department of Social Services, Family Support Division (hereinafter referred to as the Department) and the Home Energy Supplier stated below, (hereinafter referred to as the supplier) shall be as follows:

City of Jackson Municipal Utilities

(Name of Company)

Missouri's Low Income Home Energy Assistance Program (LIHEAP) Energy Assistance (EA) and Energy Crisis Intervention Program (ECIP) is authorized under Title XXVI of the Omnibus Budget Reconciliation Act of 1981 (PL 97-35) as amended by the Title VI of the Human Services Reauthorization Acts of 1984 (PL 98-558), of 1986 (PL 99-425), of 1990 (PL 101-501), 1994 (PL 103-252) and 1998 (PL 105-258).

2. Definitions

- 2.1 **Credit Balance** – any surplus of funds remaining on the account of an eligible customer created as the result of a LIHEAP payment to the supplier at the conclusion of the appropriate program period defined in the agreement.
- 2.2 **Eligible Customer** – a household that has applied and been determined eligible for LIHEAP assistance benefits by the Department or LIHEAP contractor, has an active account with the supplier, and a payment pledge from the contractor has been accepted by the supplier.
- 2.3 **Home Energy for purpose of LIHEAP** – includes fuel oil, tank propane, natural gas, or electricity utilized as the source of heating, or cooling, or both for a residential dwelling occupied by an eligible customer. Cylinder propane qualifies as a home heating fuel, but payment shall always be made directly to the eligible customer. If a cylinder propane user is incorrectly coded as a tank propane user by the LIHEAP contractor, the supplier must not accept payment on behalf of this customer.
- 2.4 **LIHEAP Contractor** – entities contracted with the Department to provide eligibility determination for program participation in accordance with applicable state statutes, federal regulations and the Department's current FFY LIHEAP Policy and Procedures Manual.
- 2.5 **Payment** – a line of credit payment to the supplier equal to the maximum subsidy per eligible customer as set forth in this agreement can be found on the Department of Social Services (DSS) LIHEAP website at <https://dss.mo.gov/fsd/energy-assistance/pdf/liheap-supplier-manual.pdf>

3. Terms of Agreement/Modifications

- 3.1 The agreement period is Date of award, through September 30, 2028. This agreement shall not bind, nor purport to bind, the Department for any commitment in excess of the original agreement period. This agreement shall become **effective upon signature** by authorized representatives of the supplier and the Department and shall apply to home energy fuels delivered or provided to eligible customers under LIHEAP in accordance with the following program periods:
- a. Natural Gas and Electricity – home energy consumed beginning on or after October 1st of each year and ending no later than the end of the first billing cycle for an eligible customer after September 30th of each year.
 - b. Fuel Oil and Tank Propane – home heating energy delivered to an eligible customer beginning October 1st of each year and ending no later than September 30th of each year.

- 3.2 Changes to this agreement must be made by a formal agreement amendment signed and approved by and between the duly authorized representative of the supplier and the Department prior to the effective date of such modification. No other document, including correspondence, e-mail, acts, or oral communications by or from any person, shall be used or construed as an amendment or modification to the agreement.
- 3.3 This document expresses the complete agreement of the parties. Performance of the agreement shall be governed solely by the specifications and requirements contained in the agreement. The exclusive venue for any litigation arising under this agreement shall be Cole County, Missouri. This agreement shall be interpreted in accordance with the laws of the State of Missouri.

4. Responsibilities of the Department and supplier

4.1 The Department agrees to:

- a. Provide the supplier with a weekly listing of eligible customers (Customer Eligibility Listing or CEL) who have designated the company as their home energy supplier. These listings shall include, at a minimum, the following data elements:
 - 1) Complete name of eligible customer;
 - 2) Complete address of eligible customer;
 - 3) Customer account number provided on the supplier's billing information;
 - 4) Amount of payment the Department will make on behalf of each eligible customer whose name appears on the listing; and
 - 5) Social Security Number of the customer supplied by the Department.
- b. The Department shall transmit the information specified via secure file transfer protocol or another secure data transfer method to be determined by the Department. Data must be encrypted at rest and in transit. A data transfer request must be approved by the Department and Office of Administration-Information Technology Systems Division (OA-ITSD) before any data is shared or exchanged.
- c. The Department will establish a secure method for exchanging the files with the Supplier via encrypted box account or file transfer protocol (FTP).
- d. Secure from each eligible customer and from its agents or contractors, written authorization for the release of information concerning the eligible customer's account with the supplier.

4.2 The supplier agrees to:

- a. Require any of its districts, regional or local companies who provide services to eligible customers in Missouri, to comply with all provisions of this agreement. The supplier must complete Exhibit 1 – Supplier Information and submit with the signed agreement, the complete name and address of any sub-suppliers who will be involved under the terms of this agreement.
- b. As conditions for receiving payment for its eligible customers under Missouri's Low Income Home Energy Assistance Program, the supplier:
 - 1) Shall not discriminate with regard to the terms or conditions of the sale, availability of credit, delivery or price of home energy fuels offered to eligible customers in relation to its other residential customers;
 - 2) Shall return Customer Eligibility Listings (CEL's) to the Department within fifteen (15) calendar days after they are received, indicating whether or not the LIHEAP payment to be made on behalf of the eligible customer will be accepted by the supplier. If the supplier notifies the Department that they will not accept payment on behalf of a particular eligible customer for reasons other than those stipulated in this agreement, payment will automatically be made to the eligible customer. If the supplier **fails to return** a CEL within a **thirty (30) calendar day** timeframe, **direct payments** will be made to **all customers** who appeared on said listing;
 - 3) Shall accept the LIHEAP payment to be made on behalf of an eligible customer; LIHEAP will cover fees such as reconnect fees, deposits, tank (pressure) tests, off-route delivery fees, rental fees, tank pick-up/removal fees, etc. It will not cover tampering charges, supplier responsibility fees, and electrical wiring fees.

- 4) Shall credit, through normal billing process, the full amount of the LIHEAP pledge received to an eligible customer's account. The supplier may apply any portion of the received LIHEAP pledge to an eligible customer's previous account balance, provided the pledge will continue/restore services for at least thirty (30) calendar days after the LIHEAP pledge is applied to the eligible customer's previous account balance;
- 5) Should make an effort to offer eligible customers, on whose behalf the Department has made payment, a deferred payment plan for any balance due on their account that exceeds the amount made by the Department; consider continued provision of home energy fuel to the eligible customer who maintains their deferred payment plan that was negotiated for the duration of this agreement;
- 6) Shall provide home energy fuels in the amount at least equivalent to the amount of pledge made by the Department on behalf of the eligible customer; restore or continue service during the service period covered by the payment for at least thirty (30) calendar days from the date of the accepted pledge made on behalf of the eligible customer for whom the supplier has agreed to accept the LIHEAP pledge;
- 7) Should consider waiving deposits, name change or late payment fees for an eligible customer for whom the supplier agrees to accept a LIHEAP payment;
- 8) Shall not transfer any portion of the LIHEAP payment made on behalf of an eligible customer to any other customer's account;
- 9) Shall notify each eligible customer in writing of the amount of any credit balance remaining on their account as a result of the LIHEAP payment, no later than the end of the first billing cycle for the eligible customer after September 30th of each year. In the case of payments received after September 30th notification of any credit balance must be made no later than the next regular billing cycle for the customer on whose behalf the LIHEAP payment is received.
- 10) Shall refund any LIHEAP credit balance remaining on an eligible customer's account to the Department and any remaining customer credit balance directly to the customer, when the customer voluntarily terminates service with the supplier or leaves the supplier's designated service area, no later than sixty (60) calendar days after their final billing statement or by March 31st of the following program year.
- 11) In the event an eligible customer moves from a rental property, where LIHEAP funds were utilized to fill a propane tank, the fuel may remain in the tank belonging to the landlord of the rented property if the landlord pays for the remaining balance. Suppliers will be allowed to remove the propane and deduct removal fees and issue a refund of the remaining balance to the Department. Credits or refunds will not be issued to the eligible customer.
- 12) In the event the designated customer dies during the program coverage period and the credit balance on their account is not used by a surviving household member over the age of eighteen (18) at the same address, it will be refunded to the Department. Any credit balances that cannot be utilized under the terms of this agreement will be refunded to the Department no later than March 31st of the following program year.
- 13) Shall not accept the LIHEAP payment on behalf of customers with the following account status:
 - Inactive Account (Natural Gas and Electric): an account on which service was terminated prior to October 1st of each year or later and the supplier does not agree to restore or continue service to this customer under the provisions of this agreement;
 - Inactive Account (Fuel Oil and Tank Propane): an account on which no purchases of home heating fuel were made in the six (6) month period immediately preceding October 1st of each year;
 - Commercial Account: an account identified by the supplier via rate structures or other means, as generally being utilized by a commercial business;
 - Not Our Customer: an account which the supplier is unable to identify via existing records as being a customer of the company;
 - Invalid Account Number: an account which the supplier is unable to identify via existing records the customer account number;

- Needs Additional Payment: an account on which the supplier needs additional funds to restore and continue services;
- Negative Customer Response: an account which the supplier is able to verify, but the customer failed to call and make an appointment to restore services;
- Credit on Account Response (Natural Gas and Electric): an account, which the supplier verifies a credit of \$500 or more exists.

14) Must utilize the identifying information below concerning eligible customers served when corresponding with the Department:

- Complete name of eligible customer (account holder);
- Complete address of eligible customer;
- Customer account number of eligible household; and
- Social security number of the customer supplied by the Department.

5. Payments

- 5.1 The Department agrees to provide payment to the supplier within fifteen (15) calendar days for those customers whom the supplier has agreed to accept payment.
- a. Failure to submit the EA CELs within the time frames set forth in this agreement may delay payment.
- 5.2 The supplier should participate in the Department's direct deposit program and to complete an Automatic Clearing House/Electronic Funds Transfer (ACH/EFT) application.
- 5.3 The supplier agrees to accept ECIP payments forty-five (45) calendar days after a pledge is made for an eligible household.
- 5.4 If funds for payment of home energy costs of eligible customers are not sufficient to permit the Department to reimburse the supplier in accordance with the payment maximums specified on DSS LIHEAP website at <https://dss.mo.gov/fsd/energy-assistance/pdf/liheap-supplier-manual.pdf> the Department will prorate payments to the supplier on the basis of the total obligations for energy costs of all eligible customers in Missouri and the amount of funding available to meet these obligations. The Department will utilize this procedure until all available funding for the payment of energy costs of eligible customers has been expended.

6. Monitoring/Reporting

- 6.1 The Department is required to perform a review of actual usage data of eligible customers served during the program year. The Department will provide a report to Natural Gas, Electricity, and Tank Propane suppliers at the end of the regular season. The supplier shall submit to the Department actual usage data for each eligible customer in each billing cycle or calendar month of the pertinent period set forth under the program period defined in this agreement. Actual usage data submitted shall include:
- a. The complete name and address of each eligible customer;
 - b. The customer's account number;
 - c. The Social Security Number of each customer;
 - d. The number of units of home energy consumed during each billing cycle or calendar month of the appropriate program coverage period defined in this agreement;
 - e. The total actual costs for the number of units of home energy consumed by each eligible customer during each billing cycle or calendar month of the program coverage period;
 - f. The amount of any credit balance remaining on the account of an eligible customer at the end of the first billing cycle for an eligible customer after September 30th of each year; and
 - g. The amount of an eligible customer's outstanding account balance at the time the supplier agreed to accept the LIHEAP payment if the supplier used the payment in accordance with this agreement.

7. Confidentiality

- 7.1 The supplier shall understand that all discussions with the supplier and all information gained by the supplier as a result of the supplier's performance under this agreement shall be confidential. The supplier

shall not release reports, documentation, or material prepared required by this agreement without the prior written consent of the Department.

- 7.2 The Department shall only use information provided by the supplier about the account of an eligible customer for administering LIHEAP. The Department shall obtain the same agreement from any of its suppliers.
- 7.3 The supplier agrees not to use or disclose any information related to its eligible customers to any parties except the Department in accordance with all applicable state and federal laws dealing with privacy and confidentiality of information related to eligible customers of LIHEAP. This agreement shall immediately be declared null and void, if the supplier is determined to be out of compliance with privacy and confidentiality laws.
- 7.4 The supplier shall ensure that all persons in its employ, who are authorized to have access to or use information obtained from the Department, understand the conditions of this agreement. In the case of information obtained electronically or by using the web-based access, the authorized employee attests to such understanding in writing by signing a DSS/FSD Security Access and Confidentiality Agreement form. Availability of this information must be limited to employees with a "need to know". Access to information from the Department will be denied if the supplier is determined to be out of compliance. This agreement shall be declared null and void if the supplier is determined to be out of compliance.
- 7.5 The supplier shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided by the agreement. Such safeguards shall include, but not limited to:
 - a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
 - b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
 - c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the agreement;
 - d. Policies and procedures implemented by the supplier to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable; and
 - e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.
- 7.6 Substance Abuse Records- 42 U.S.C. §§290dd-2 and 42 C.F.R. Part 2.1 governs the confidentiality of substance abuse records and provides for specific mechanisms to obtain such records and the information therein. Any records and information that may be maintained by the Department or contractor concerning confidential drug or alcohol treatment or for any medical, psychological, or psychiatric treatment would be released by the consent of the recipient of the treatment. Those releases do not permit the Department/contractor to further release that information without the consent of the patient unless authorized by court order entered pursuant to procedures set out at 42 C.F.R. §2.61 et seq.
 - a. The Department of Health and Human Services issued a final rule which substantially revises 42 C.F.R. Part 2. The final rule went into effect April 16, 2024, and will be phased in over a two-year period. As the final rule is phased in over the two-year period, the Department reserves the right to revisit and alter the rights and duties of the above paragraph as necessary during the term of contract/agreement to ensure continued compliance with the final rule. The final rule may be viewed at <https://www.federalregister.gov/documents/2024/02/16/2024-02544/confidentiality-of-substance-use-disorder-sud-patient-records>.
- 7.7 The supplier agrees to maintain, and upon request of the Department, permit authorized representatives of the Department and other Federal or State agencies as may require such information, to have access to such records as may be necessary to confirm the supplier's compliance with the provisions of this agreement. The supplier agrees to retain all books, records, and other documents relevant to this agreement for a minimum of five (5) years or until litigation, claim, negotiation, audit, or other action

involving the records that was initiated prior to the expiration of this five (5) year period has been completed.

8. Fraud Prevention and Reporting

- 8.1 The supplier shall report any financial fraud or abuse or misconduct in the administration of LIHEAP to the Department. The supplier shall call 877-770-8055 or report by email at DLS.ReportVendorFraud@dss.mo.gov. Suppliers shall cooperate with all Department investigations of suspected fraud or abuse or misconduct.
- 8.2 The supplier may be prosecuted under applicable federal and state law for false claims, statements or documents or concealment of material fact.

9. Termination

- 9.1 Termination of this agreement may occur by either party terminating its duties under this agreement upon provision of thirty (30) calendar days written notice to the other, except that the duties of Section 4.2b 9 through 13, 5.3 and 6.1 shall survive.
- a. It is understood and agreed upon that in the event funds or appropriation authority from local, state, and federal sources are not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, as determined by the Department, the obligation of each party hereunder shall thereupon be terminated immediately upon receipt of written notice from the Department;
 - b. This agreement may be terminated immediately by written notice for cause related to the adequacy of performance. Any written notification shall be effective upon deposit in the mail; and
 - c. The supplier shall not incur new obligations for the terminated portion of the agreement after the effective date of the termination for cause. The supplier shall cancel as many outstanding obligations as possible.

10. Affidavit of Work Authorization and Documentation:

- 10.1 Pursuant to section 285.530, RSMo, if the supplier meets the section 285.525, RSMo definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.525&bid=14999&hl=>), the supplier must affirm the supplier's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The supplier shall complete applicable portions of the exhibit titled Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of exhibit and any required documentation must be submitted prior to award this agreement.

11. Debarment Certification

- 11.1 The supplier certifies by signing the signature page of this original document and any amendment signature page(s) that the supplier is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs.
- 11.2 The supplier must complete and submit the exhibit titled Certification Regarding Debarment prior to award of this agreement.

12. Business Compliance

- 12.1 The supplier must comply with the laws regarding conducting business in the State of Missouri. The supplier certifies by signing the signature page of this original document and any amendment page(s) that the supplier and any proposed subcontractors either are presently in compliance with such laws or shall comply with such laws prior to any resulting agreement. The supplier shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable);
 - b. Certificate of authority to transact business/certificate of good standing (if applicable);
 - c. Taxes (e.g., city/county/state/federal);

- d. State and local certifications (e.g., professions/occupations/activities);
 - e. Licenses and permits (e.g., city/county license, sales permits); and
 - f. Insurance (e.g., worker's compensation/unemployment compensation).
- 12.2 The supplier must complete and submit the exhibit titled Registration of Business Name with the Missouri Secretary of State prior to award this agreement.
- 12.3 In the event the supplier contracts with any other party (subcontractor) to carry out the terms of this agreement, the agreement between the supplier and said other party, shall incorporate by reference and specify that said other party the subcontractor is currently in compliance with this agreement.
- 13. HIPAA:**
- 13.1 The Department is subject to and must comply with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein.
- 13.2 The supplier shall be a "Business Associate" of the Department, as defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103, and shall comply with the provisions of the Business Associate Agreement attached hereto on Attachment A.

Any and all references to 'Contractor' within the incorporated Attachments and Exhibits shall be interpreted as referring to the Home Energy Supplier (company) entering into this agreement.

This agreement and any attachments thereto set forth all promises, agreements, and understandings between the Department and the supplier. No alterations, modifications, or amendments of this agreement shall be binding upon either party unless it has been reduced to writing and properly executed by authorized representatives of both parties. In witness thereof, the Department and the supplier hereby execute this agreement.

Authorized Representative of Supplier

Authorized Representative of the
Department of Social Services

Date

Date

Attachment A – Business Associate Agreement

(rev 9-2-2025)

(Health Insurance Portability and Accountability Act of 1996, as amended)

1. Health Insurance Portability and Accountability Act of 1996, as amended - The Department and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the Department. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
2. The contractor agrees that for purposes of the Business Associate Agreement contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
 - c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Department.
 - e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. "Health Care" as defined in 45 CFR §160.103, shall mean care, services, or supplies related to the health of an individual. Health care includes but is not limited to, the following:
 - 1) Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - 2) Sale or dispensing of a drug, device, equipment, or other item in accordance with a prescription.
 - h. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - i. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - k. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - 1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - 2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (Department) in its role as employer
 - l. "Reproductive Health Care" as defined in 45 CFR §160.103, shall mean health care, as specified above, that affects the health of an individual in all matters relating to the reproductive system and to its functions and processes. This definition shall not be construed to set forth a standard of care for or regulate what constitutes clinically appropriate reproductive health care.

- m. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Agreement.
 - n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
 - o. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
3. The contractor agrees and understands that wherever in this document the term "Protected Health Information" is used, it shall also be deemed to include Electronic Protected Health Information.
 4. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the Department. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
 5. The Department and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
 6. **Permitted Uses and Disclosures of Protected Health Information by the Contractor**
 - 6.1 The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the Department, except for the specific uses and disclosures in the contract.
 - 6.2 The contractor shall not use or disclose Reproductive Health Information, consistent with 45 CFR §164.502(a)(5)(iii), for any of the following purposes:
 - 1) Conducting a criminal, civil, or administrative investigation into or imposing criminal, civil, or administrative liability on any person for the mere act of seeking, obtaining, providing, or facilitating reproductive health care, where such health care is lawful under the circumstances in which it is provided.
 - 2) Identifying any person for the purposes of conducting such investigation or imposing such liability.
 - 3) The contractor shall comply with the attestation requirements of 45 CFR §164.509 for any use or disclosure of Protected Health Information (PHI) potentially related to reproductive health care.
 - 6.3 The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Department as specified in the contract, provided that such use or disclosure would not violate HIPAA, and the regulations promulgated thereunder.
 - 6.4 The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the Department by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
 - 6.5 If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
 - 6.6 If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.
 - 6.7 If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the Department as permitted by 45 CFR 164.504(e)(2)(i)(B).
 - 6.8 The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the Department to do so.
 - 6.9 The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the Department's minimum necessary policies and procedures.
 7. **Obligations and Activities of the Contractor**
 - 7.1 The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).

- 7.2 The contractor shall use appropriate administrative, physical and technical safeguards and comply with Subpart C of 45 CFR Part 164 to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
- Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- 7.3 With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the Department and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
- 7.4 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
- 7.5 By no later than ten (10) calendar days after receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the Department available to the Department and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.
- 7.6 The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the Department to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the Department, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the Department. If requested by the Department or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the Department upon request.
- 7.7 In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a Department request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the Department, provide the Department access to the Protected Health Information in an individual's designated record set. However, if requested by the Department, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- 7.8 At the direction of the Department, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- 7.9 The contractor shall report to the Department's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.

- 7.10 The contractor shall report to the Department's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the Department's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- 7.11 The contractor shall report to the Department's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) calendar days after the contractor becomes aware of such incident, the contractor shall provide the Department's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- 7.12 The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
- The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - The electronic address of any individual who has specified a preference of contact by electronic mail;
 - A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- 7.13 Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under this agreement for a minimum of six (6) years as specified in 45 CFR Part 164.
- 7.14 The contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
- 7.15 If the contractor becomes aware of a pattern of activity or practice of the Department that constitutes a material breach of contract regarding the Department's obligations under the Business Associate Agreement of the contract, the contractor shall notify the Department's Security Officer of the activity or practice and work with the Department to correct the breach of contract.
- 7.16 The contractor shall indemnify the Department from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the Department for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the Department under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this agreement.
8. **Obligations of the Department**
- 8.1 The Department shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the Department's notice of privacy practices in accordance with 45 CFR 164.520.
- 8.2 The Department shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- 8.3 The Department shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the Department has agreed to in accordance with 45 CFR 164.522.
- 8.4 The Department shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

9. **Expiration/Termination/Cancellation:** Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the Department, either return to the Department or destroy all Protected Health Information received by the contractor from the Department, or created or received by the contractor on behalf of the Department, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
 - a. In the event the Department determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the Department and obtain instructions from the Department for either the return or destruction of the Protected Health Information.
10. **Breach of Contract:** In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the Department determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the Department shall report the breach of contract to the Secretary of the Department of Health and Human Services.

EXHIBIT 1- SUPPLIER INFORMATION

PLEASE COMPLETE THE INFORMATION BELOW AND RETURN WITH THE SIGNED AGREEMENT AND ALL EXHIBITS. THE DEPARTMENT WILL COMPLETE THE LAST LINE AND RETURN WITH THE SUPPLIER COPY OF THE SIGNED AGREEMENT.

Please attach a complete listing of all your branch offices, including their names, address, telephone and fax numbers and current e-mail addresses.

COMPANY NAME City of Jackson Municipal Utilities

COMPANY MAILING ADDRESS City Hall

101 Court Street

CITY Jackson STATE MO ZIP CODE 63755

COUNTY Cape Girardeau

TELEPHONE NUMBER () 5732433568

FAX NUMBER () 5732048292

E-MAIL ADDRESSES (Primary) utilities@jacksonmo.org

(Other) it@jacksonmo.org

(Other) _____

(Other) _____

(Other) _____

(Other) _____

TYPES OF FUEL PROVIDED electricity

For Department Use Only:

Supplier Number Assigned: 130379-000

Exhibit # 2:**Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization****Business Entity Certification:**

The contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <https://www.uscis.gov/e-verify>.

BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term **"business entity"** shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term **"business entity"** shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term **"business entity"** shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – Currently Not a Business Entity

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

☐ I am a self-employed individual with no employees; **OR**

☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract Number) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Social Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

Exhibit # 2 (continued)

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

Box B – Current Business Entity Status

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <https://www.uscis.gov/e-verify>; Phone: 888-464-4218 (ask for Tier 2); Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

Exhibit # 2 (continued)

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – Affidavit on File - Current Business Entity Status

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University*** to Which Previous E-Verify Documentation Submitted: _____

*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____
(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

Exhibit 3 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by 2 CFR Part 180.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name

Unique Entity ID (UEI) #

Authorized Representative's Printed Name

Authorized Representative's Title

Authorized Representative's Signature

Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing 2 CFR Part 180. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

FOR STATE USE ONLY Documentation Verification Completed By:

Buyer

Date

EXHIBIT # 4:**Registration of Business Name (if applicable) with the Missouri Secretary of State:**

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

If you are doing business as a Sole Proprietorship (must operate business using the owner's true name), you are exempt from registering with the Secretary of State. However, if you are doing business using any other name, you must register with the Secretary of State. *Example: John Smith (owner's true name) operates a business using the name John Smith LP Gas, you must register the business with the Secretary of State.*

Charter Number (if applicable)	Company Name
If exempt from registering with the Missouri Secretary of State indicate the specific exemption that applies to your business entity.	

If your business entity is not registered, you may go to the link provided below to register:

www.sos.mo.gov/fileonline

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. Sole Proprietorship using the owner's true name.
2. General Business - section 351.572, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
3. Limited Liability Company - section 347.163.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
4. Limited Partnership - section 359.551.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
5. Non-Profit - section 355.751.2, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
6. Professional Corporation - section 356.231, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

corporations@sos.mo.gov or (573) 751-4153 (toll free 866-223-6535)



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Liza Walker, Assistant City Administrator

DATE: October 16, 2025

RE: Amendments to Chapter 5 (Alcoholic Beverages) Regarding Background Checks and Liquor Licenses

Missouri Law, regarding background checks, has changed since Section 5-23 was put in place. The Police Department can no longer administer certain background checks. Staff recommends approval of this change to bring the Code to match the current process. Because the State of Missouri completes background checks, a State of Missouri liquor license is required to accompany all liquor license applications.

Upon review of Chapter 5, it was discovered that Section 5-29 does not include all liquor license types available. Approval of this amendment will update the Code to contain all relevant liquor license types.

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO ALCOHOLIC BEVERAGES; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 5, Article I, Section 5-23, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 5-23. Investigation by police department.

Upon receipt by the city clerk of an application, the city clerk shall refer it to the police department for investigation. The police department shall make a report as soon as possible to the city clerk. If the applicant is a corporation, such report shall be made on the managing agent of the corporation as well as the corporation itself.”

Section 2. That Chapter 5, Article I, Section 5-25, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 5-25. Qualifications of applicant.

(a) No person shall be granted a license or permit under this chapter unless such person is of good moral character, and no person shall be granted a license whose license has previously been revoked or who has been convicted of a violation of the provisions of any law applicable to the manufacture or sale of intoxicating liquor, or any employees in his business or any person whose license has been revoked or who has been convicted of violating the provisions of any such law; nor shall any corporation be granted a license or permit hereunder unless the managing officer of such corporation qualifies as would an individual under the above applicable requirements.

(b) No license shall be issued to a person who is not twenty-one (21) years of age, who is not a citizen of the United States, who has been convicted of a felony, who has been convicted of pandering or other crime or misdemeanor opposed to decency or morality, whose license under this article has been revoked for cause, or any law enforcement officer.

(c) No person shall be granted a license unless such person has first obtained from the State of Missouri a license to engage in the manufacture, brewing, sale or distribution of intoxicating liquors or nonintoxicating beer, and provided to the city clerk proof of such license.”

Section 3. That Chapter 5, Article I, Section 5-29, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 5-29. Fees.

A separate license is required for each place of business, and the following license fees shall be paid annually:

- (1) Retailers of intoxicating liquor, light wines, malt liquor (beer) and nonintoxicating beer whether by drink, or in the original package, to be consumed upon the premises, except sale on Sunday, twenty-five dollars (\$25.00).
- (2) Retailers of intoxicating liquor, light wines, malt liquor (beer) and nonintoxicating beer whether by drink, or in the original package, to be consumed upon the premises, and sold on Sunday, two hundred dollars (\$200.00).
- (3) Retailers of intoxicating liquor, light wines, malt liquor (beer), and nonintoxicating beer in the original package, not to be consumed upon the premises where sold, except sale on Sunday, in addition to all other fees required by law of such retailer, twenty-five dollars (\$25.00).
- (4) Retailers of intoxicating liquor, light wines, malt liquor (beer), and nonintoxicating beer in the original package, not to be consumed upon the premises where sold, and sold on Sunday, in addition to all other fees required by law of such retailer, two hundred dollars (\$200.00).
- (5) Manufacturers or distillers of intoxicating liquors containing alcohol in excess of five (5) percent by weight or malt liquor (beer) containing not more than five (5) percent of alcohol by weight, five hundred dollars (\$500.00).”

Section 4. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

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

Section 6. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: November 3, 2025.

SECOND READING: November 3, 2025.

PASSED AND APPROVED this 3rd day of November, 2025, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Matt Winters, City Administrator

DATE: October 30, 2025

RE: MOU with Abbottsford Land Management

In discussing the purchase of property from Abbottsford Land Management for the location of a new water tower on Ridge Road, it was determined that a subdivision plat was necessary before the City could purchase the land. The City has presented the attached MOU to Abbottsford for review and approval so the City can contract with an engineering firm to prepare a subdivision plat for this property. Once completed, the City and Abbottsford will proceed with a purchase agreement.

Also included on this agenda, as the next action item, is Task Order Authorization No. 25-09 to Koehler Engineering. This task order is for the subdivision plat and the Phase One environmental review for the same property.

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND ABBOTSFORD LAND MANAGEMENT, L.P., OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE PURCHASE OF A PARCEL FOR THE PURPOSE OF CONSTRUCTING A WATER TOWER; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

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

FIRST READING: November 3, 2025.

SECOND READING: November 3, 2025.

PASSED AND APPROVED this 3rd day of November, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

Memorandum of Understanding

This **Memorandum of Understanding** (the “MOU”) is entered into as of the ____ day of October, 2025 (the “Effective Date”), by and between **Abbottsford Land Management, L.P.**, a Missouri Limited Partnership, located at 276 S. Mount Auburn Road, Cape Girardeau, Missouri 63703 (“Seller”), and the **City of Jackson, Missouri**, a Municipal Corporation, located at 101 Court Street, Jackson, Missouri 63755 (“Buyer”).

Recitals

WHEREAS, Seller owns a certain parcel of real estate located in Jackson, Missouri, approximately 46.34 acres in size, as more particularly described in the legal description attached as **Exhibit A** (the “Parent Tract”);

WHEREAS, Buyer intends to acquire approximately 2.2 acres from the Parent Tract (the “Proposed Parcel”) for the purpose of constructing a water tower, subject to the completion of a boundary survey to confirm the precise legal description and acreage of the Proposed Parcel;

WHEREAS, pursuant to the City of Jackson’s subdivision code (Sec. 57-3), the division of the Parent Tract to create the Proposed Parcel constitutes a subdivision, requiring the preparation and approval of a plat by the Board of Aldermen, and recording of said plat with the Cape Girardeau County Recorder;

WHEREAS, Sec. 57-3(b) of the City of Jackson’s subdivision code prohibits the Seller from offering for sale, contracting for sale, or granting an option for the Proposed Parcel until the subdivision plat has been officially approved and recorded;

WHEREAS, the parties wish to express their mutual intent to proceed toward a purchase agreement for the Proposed Parcel once the subdivision process is complete, and to allocate responsibilities and costs associated with the subdivision process, including plat preparation, survey, and environmental studies;

NOW, THEREFORE, the parties set forth their understanding as follows:

Terms of Understanding

1. Non-Binding Nature

This MOU is a non-binding expression of intent and does not constitute a contract for sale, option to purchase, or any other legally enforceable agreement to convey the Proposed Parcel, in compliance with Sec. 57-3(b) of the City of Jackson’s subdivision code. The parties intend to negotiate in good faith toward a definitive purchase agreement for the Proposed Parcel once the subdivision process is complete.

2. Subdivision Process

a. **Responsibility for Plat Preparation:** Buyer shall be responsible for preparing, or causing to be prepared, a subdivision plat for the Proposed Parcel in accordance with the City of Jackson's subdivision regulations (Sec. 57-3 et seq.). The plat shall be submitted to the Planning and Zoning Commission for review and to the Board of Aldermen for final approval and recording with the Cape Girardeau County Recorder.

b. **Timeline:** Seller shall use reasonable efforts to submit the preliminary plat to the City within sixty (60) days of the Effective Date and to obtain final plat approval within one hundred twenty (120) days of the Effective Date, subject to any delays caused by the City's review process or other factors beyond Seller's control.

c. **Cooperation:** Seller shall cooperate with Buyer by providing any necessary information or documentation, including the execution of a subdivision application and the final approved subdivision plat, required for the plat approval process.

3. Cost Allocation

a. **Plat Preparation Costs:** Buyer shall bear the costs of preparing the subdivision plat, including any engineering or professional fees associated with plat development.

b. **Boundary Survey:** Buyer shall, at its expense, commission a boundary survey of the Proposed Parcel, certified to Buyer, Seller, and the title company, in accordance with the most recent Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys. The survey shall include a flood plain designation, the location of all easements, encroachments, and improvements (if any), and a legal description of the Proposed Parcel with a calculation of its acreage. The survey shall be completed within ninety (90) days of the Effective Date.

c. **Phase One Environmental Study:** Buyer shall, at its expense, commission a Phase One Environmental Site Assessment of the Proposed Parcel by a qualified environmental consultant. The assessment shall be completed within ninety (90) days of the Effective Date.

d. **Cost Reimbursement:** If the subdivision plat is not approved by the Board of Aldermen, or if either party terminates this MOU pursuant to Section 5, neither party shall be obligated to reimburse the other for costs incurred under this Section, unless otherwise agreed in writing.

4. Proposed Terms of Future Purchase Agreement:

Subject to the approval of the subdivision plat and recording with the Cape Girardeau County Recorder, the parties intend to negotiate a purchase agreement for the Proposed Parcel with the following key terms, subject to mutual agreement:

- a. **Purchase Price:** The purchase price shall be Fifty Thousand Dollars (\$50,000.00) per acre, multiplied by the final acreage of the Proposed Parcel as determined by the boundary survey, payable at closing by certified check or cashier's check.
- b. **Title and Conveyance:** Seller shall convey the Proposed Parcel to Buyer by General Warranty Deed, free and clear of all liens and encumbrances, except for permitted exceptions as mutually agreed (e.g., general and special taxes for the current and subsequent years, applicable zoning and environmental regulations, recorded easements, and restrictive covenants that do not materially impair the use of the Proposed Parcel for a water tower).
- c. **Contingencies:** The purchase agreement shall include contingencies for Buyer's satisfaction with the results of the Phase One Environmental Site Assessment and a title commitment.
- d. **Closing:** Closing shall occur within thirty (30) days of plat approval and recording, or as mutually agreed.

5. Termination

Either party may terminate this MOU by providing written notice to the other party if:

- a. The subdivision plat is not approved by the Board of Aldermen within one hundred eighty (180) days of the Effective Date, unless extended by mutual agreement;
- b. The Phase One Environmental Site Assessment reveals environmental conditions unacceptable to Buyer in its sole discretion, with notice provided within fifteen (15) days of receiving the assessment report; or
- c. Either party determines, in its sole discretion, that proceeding with the transaction is not feasible, provided such notice is given prior to plat approval. Upon termination, neither party shall have any further obligations under this MOU, except for any cost-sharing agreements separately executed.

6. Good Faith Negotiation

The parties agree to negotiate in good faith toward a definitive purchase agreement for the Proposed Parcel upon approval and recording of the subdivision plat. However, neither party is obligated to enter into a purchase agreement unless and until mutually acceptable terms are reached.

7. Notices

All notices under this MOU shall be in writing and delivered to the following addresses:

Seller:

Abbottsford Land Management, L.P.
276 S. Mount Auburn Road
Cape Girardeau, Missouri 63703
Attn: Timothy C Goodman
Email: tgoodman@bhinv.com

With a copy to:

Rice, Spaeth, Maroni & Heisserer, LC
P.O. Box 1568
Cape Girardeau, MO 63702-1568
Attn: Kevin B Spaeth
Email: kspaeth@capelawfirm.com

Buyer:

City of Jackson, Missouri
101 Court Street
Jackson, Missouri 63755
Attn: Angela Birk, City Clerk
Email: abirk@jacksonmo.org

With a copy to:

The Limbaugh Firm
PO Box 1150
Cape Girardeau, Missouri 63702-1150
Attn: Curt Poore
Email: curt@limbaughlaw.com

8. Governing Law

This MOU shall be governed by and construed in accordance with the laws of the State of Missouri and venue for any dispute between the Parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

9. Entire Agreement

This MOU constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any prior discussions or agreements. This MOU may be amended only by a written agreement signed by both parties.

10. Counterparts

This MOU may be executed in counterparts, each of which shall be deemed an original, and all counterparts together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed originals.

[Signature page follows]

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

CITY:

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

ABBOTTSFORD LAND MANAGEMENT, L.P.
By its General Partners:

**EARL H. NORMAN, TRUSTEE OF THE
EARL H. NORMAN REVOCABLE LIVING
TRUST AGREEMENT DATED DECEMBER 4,
1987**

**RUTH ANN NORMAN, TRUSTEE OF THE
RUTH ANN NORMAN REVOCABLE LIVING
TRUST AGREEMENT DATED DECEMBER 4,
1987**

**EARL H. NORMAN, TRUSTEE OF THE
RUTH ANN NORMAN REVOCABLE LIVING
TRUST AGREEMENT DATED DECEMBER 4,
1987**

**TIMOTHY C. GOODMAN, TRUSTEE OF THE
EARL H. NORMAN AND RUTH ANN
NORMAN 2009 IRREVOCABLE INSURANCE
TRUST DATED MAY 20, 2009**

**KEVIN B. SPAETH, TRUSTEE OF THE
EARL H. NORMAN AND RUTH ANN
NORMAN 2009 IRREVOCABLE INSURANCE
TRUST DATED MAY 20, 2009**

ATTEST:

Title:



PROPOSAL FOR: City of Jackson, MO
ADDRESS: 101 Court Street, Jackson, MO 63755
PROJECT: New Water Tower Site
DATE: 10/14/2025

I. PROJECT DESCRIPTION/UNDERSTANDING

The City of Jackson, MO (Client) has requested that Koehler Engineering, a Division of Klingner & Associates, P.C. (Koehler) provide a proposal for *Surveying and Environmental Services* relevant to a New Water Tower Site in Jackson, MO. The project will include services described in the following scope of services.

II. SITE ZONING

The site is zoned C-2 which allows for the proposed improvements. No zoning services are included in this proposal.

III. SCOPE OF SERVICES

Our Scope of Services for each individual discipline is outlined below.

1. MEETINGS:

Initial meeting to review and confirm client's requirements for the subdivision. One meeting or telephone conference to review owner's information relevant to the Phase 1 ESA.

2. SURVEYING:

Provide boundary survey and subdivision plat of the Abbotsford Land Management parcel 15-102-00-03-006.01-0000 in accordance with Missouri statutory requirements and standards, and with the City of Jackson development code ordinance.

The tract will be subdivided into two tracts, with one being for the water tower and as indicated in the RFP, and the other being the balance of the property. The water tower site/lot would appear to be land-locked, and an easement will be prepared to provide access to the lot. The location of this easement will be coordinated with the City of Jackson Public Works Department.

3. PHASE 1 ESA:

A Phase 1 Environmental Site Assessment (ESA) will be undertaken with review of appropriate records and data to evaluate the environmental condition of the property, primarily to identify contamination and associated liabilities. The ESA will follow the requirements of ASTM E1527-21, and will disclose all Recognized Environmental Concerns (RECs) revealed in the research, interviews, and field reconnaissance.

A report will be completed and submitted to the owner for review and use as needed.

4. COMPENSATION

Compensation shall be based on a lump sum fee as per the following breakdown unless otherwise noted as hourly (per diem). Payments shall be made in accordance with the Koehler / Klingner and Associates general terms or as mutually modified. These fees are generated in relation to the Scope of Services above.

FEE BY DISCIPLINE AND PHASE	
Discipline / Phase	Lump Sum
SURVEY & SUBDIVISION PLAT:	\$4,160.00
PHASE 1 ESA:	\$3,200.00
Combined Total:	\$7,360.00

*Hourly Estimated Fee

5. SCHEDULE

A mutually agreed upon schedule to be coordinated with the Client. Unless otherwise directed, we would anticipate having the subdivision plat and Phase 1 ESA prepared and submitted within 30 days.

6. REIMBURSABLE EXPENSES

In addition to the compensation for basic services, normal project-related reimbursable expenses will be invoiced at the cost to Koehler x 1.15. The reimbursable expenses shall include:

- Printing, plotting, photocopying and photo reprographics for Client, Architect of Record and / or contractor use.
- Courier and express delivery charges
- Meetings other than those mentioned in the scope of services listed above
- Other project specific expenses pre-authorized by the Client

7. ADDITIONAL SERVICES

No services other than those outlined previously are anticipated.

8. APPROVAL

All services will be completed in accordance with the Klingner General Terms and Conditions or as mutually modified attached. Signing below and the document's return, signifies acceptance of the services based on the above Scope of Services.

Chris Koehler

Digitally signed by Chris Koehler
 DN: C=US,
 E=ckoe@koehlerengineering.com,
 O=Koehler Engineering and Land
 Surveying, Inc., CN=Chris Koehler
 Date: 2025.10.14 14:51:16-05'00'

Oct. 14, 2025

Chris Koehler, PE, PLS

Title: Regional Client Manager
 Koehler Engineering, A Division of Klingner
 & Associates, P.C.

Date

Ms. Janet Sanders

Title: Director of Public works
 City of Jackson, MO

Date

This proposal is valid for acceptance for a period of thirty (30) days from the Klingner Signatory Date.

THE AGREEMENT AND DEFINITIONS: These General Terms and Conditions ("T&Cs") are part of and fully incorporated into the attached services agreement, letter, or proposal ("Proposal"), with the Proposal and these General Terms and Conditions comprising the agreement ("Agreement") between the division/entity of Klingner & Associates, P.C. ("Consultant") and the client identified in the Proposal ("Client") under which Consultant will provide certain engineering, architectural, surveying, environmental or construction phase services ("Services") to Client in exchange for payment from Client in accordance with the terms of the Agreement. Consultant and Client shall be referred to as the "Parties." To the extent these T&Cs are used as an exhibit, attachment, or addendum to a contract presented by Client, then the specific terms of these T&Cs shall supersede, prevail, and be given precedent over any conflicting, otherwise inconsistent, and/or general terms, conditions, and provisions of any other contract executed by the Parties. Any construction, design, or engineering contractors, consultants, or other agents directly retained or paid by Client shall be referred to as "Client's Contractors" or "Contractors," and shall include Contractor's subcontractors. The project for which Consultant is providing its Services shall be referred to as the "Project."

ACCEPTANCE: Client is deemed to have accepted these T&Cs and terms of the Agreement, even without execution of any Agreement or these T&Cs, if Consultant submits a copy of the Proposal, Agreement or T&Cs to Client and thereafter Client directs the Consultant to proceed with its Services or if Client otherwise receives the benefit of Consultant's Services or submits any payment to Consultant for its Services.

SCOPE OF SERVICES: Consultant's Services are limited to those expressly and specifically listed in the Agreement, and do not include any service not expressly set forth or listed in the Agreement. Among other things, unless expressly set forth in the Agreement, the Services do not include any special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The Consultant assumes no responsibility to perform or provide any services not specifically listed.

SCOPE OF SERVICES – ADDITIONAL TERMS: Below are additional terms and conditions regarding Consultant's Services.

OPINIONS OF PROBABLE COST: In the event Consultant's Services include providing opinions of probable cost or estimate costs, Client agrees that Consultant has no control over the cost of labor or materials furnished by others, any Contractor's methods of determining prices, competitive bidding, or market conditions, and, as such, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's cost estimates and, further, Consultant makes no warranties, expressed or implied, as to the accuracy of any and all cost estimates or opinions.

CONSTRUCTION ADMINISTRATION SERVICES: In the event Consultant's Services include Consultant visiting the Project site at agreed upon intervals or otherwise includes any type of construction administration services, Client agrees that in no case shall Consultant be required to make detailed, regular, exhaustive, or continuous on-site inspections to check the quality or quantity of any Contractor's work, and in no event shall Consultant have any duty, responsibility, or liability for the quality or quantity of work, or lack thereof, performed by any of Contractors.

SUBMITTAL REVIEW SERVICES: In the event Consultant's Services include Consultant reviewing and/or approving Contractors' submittals, such as shop drawings, data, samples, product samples, and other information, then Client expressly agrees that Consultant's reviews and approvals of such information shall be only for the limited purpose of checking for conformance with the design concepts and information expressly set forth within the contract documents for the Project. Among other things, Consultant's reviews and approvals do not include a review of the accuracy or completeness of the specifics of all information provided by those Contractors, including quantities, dimensions, weights or gauges, construction means and methods, fabrication processes, or other processes, all of which are the sole responsibility of Contractor. Further, Consultant has no responsibility or liability whatsoever for any deviations from the Project contract documents not brought to the attention of Consultant in writing or for Consultant's review of partial submissions or submission of items for which correlated item submissions have not been received by Consultant.

DESIGN PHASE SERVICES ONLY: Unless Consultant's Services expressly and specifically include project observation or construction administration within its scope of Services, or if Client, via itself or any of Client's Contractors, provides construction observation or review services, then Consultant's Services under this Agreement are *design phase services only*, are deemed *not* to include any construction document review services or other construction administration or construction phase services, and are deemed to be completed upon Consultant's completion and submittal of the deliverables or contracted for Instrument(s) of Service (defined later herein), and Client otherwise assumes all responsibility for, and releases Consultant from all claims relating to, the application or interpretation of any of the contract documents, the review of submittals, all construction observations, construction administration activities, and construction phase activities/services/events that may be related to Consultant's Services.

CONSTRUCTION MATERIAL TESTING SERVICES ONLY: If Consultant's Services consist of only construction material testing services, then Consultant's Services under this Agreement are deemed to be completed upon Consultant's submittal of the relevant material testing reports or other Instrument(s) of Service, Consultant has no responsibility or duty to perform any type of testing other than on the materials expressly noted in the Proposal or Agreement, Consultant has no responsibility or duty to perform any type of construction document review services or other construction administration or construction phase services, and Client assumes all responsibility for, and releases Consultant from all claims relating to the, design and engineering of the Project, the application or interpretation of any of the contract documents, the review of submittals, construction observations, construction administration activities, and construction phase activities/services/events that may be related to Consultant's Services.

STANDARD OF CARE: Services performed by Consultant will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under similar circumstances. No other representations, warranties, or guarantees, expressed or implied, are included or intended in this Agreement or in any report, opinion, or document prepared by Consultant.

SUBCONSULTANTS: Consultant may retain any consultants/subconsultants that Consultant deems reasonable or necessary to assist in the performance of its Services. Neither Consultant nor any of Consultant's consultants/subconsultants are a fiduciary of, or otherwise has any fiduciary duties to, Client, Client's Contractors, or any other party.

COMPENSATION: Client shall pay Consultant for its Services on one of the bases described below and as identified in the Agreement ("Fees and Expenses").

The "Lump Sum" method means that Client will pay the stipulated Fees and Expenses as compensation for Consultant's Services. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, and profit. "Reimbursable Expenses," as defined below, may be in addition to the Lump Sum as indicated in the Agreement. Upon reaching eighty percent (80%) of the Lump Sum amount, Consultant may notify Client if the Lump Sum should be adjusted for completion of the Services. Client and Consultant shall mutually agree to adjustment of Lump Sum amount.

The "Standard Hourly Rate" method means that Client will pay as the Fees and Expenses an amount equal to the cumulative hours charged per each classification of employee, times Consultant's current standard hourly rates (which are revised annually on July 1st) for each applicable billing classification for all Services performed on the Project, plus Reimbursable Expenses.

The "Payroll Cost Times Multiplier" method means that Client will pay as the Fees and Expenses an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's "Payroll Cost." The Payroll Cost is defined as the salary and wage of an employee plus the cost of customary overhead plus profit.

While Consultant may provide an estimated range of the Fees and Expenses on a Standard Hourly Rate Project or Payroll Cost Times Multiplier Project, it is *an estimate only*, and Consultant makes no guarantees whatsoever regarding what the final Fees and Expenses will be for all of Consultant's rendered Services to Client.

"Reimbursable Expenses" means the actual costs and expenses incurred directly or indirectly by Consultant in connection with the Services, including but not limited to, authorized out-of-town travel, including mileage at the IRS-approved rate and reasonable lodging and meal expenses; permitting, approval, and fees required by authorities having jurisdiction over the Project; printing, reproductions, plotting, and copying existing drawings, plans, specifications, and documents, as well as Instruments of Service prepared by Consultant; renderings, physical models, mock-ups, professional photography, and presentation materials requested by Client or required for the Project; postage, shipping, handling, and delivery; expense of overtime work requiring higher than regular rates, if authorized in advance by Client; equipment and supplies; all taxes levied on professional services and on reimbursable expenses; computer time; any consultants/subconsultants retained by Consultant for the Project; and other similar Project-related expenditures by Consultant. Reimbursable Expenses in the form of charges from consultants/subconsultants retained by Consultant for the Project shall be accompanied by a fifteen percent (15%) mark-up.

Item 9.

LUMP SUM PROJECTS - ADDITIONAL SERVICES: This provision applies to all Agreements under which Client pays Consultant on a Lump Sum basis. After execution of the Agreement and without invalidating the Agreement, Consultant may provide "Additional Services" that are outside of the scope of Services originally defined under the Proposal or Agreement. For Additional Services, except for those services required solely due to the fault of Consultant, Client shall pay Consultant in accordance with the Standard Hourly Rate above incurred by Consultant in connection with providing the Additional Services. In addition, an equitable adjustment in any schedule for Consultant's Services shall be made corresponding to the Additional Services. Generally, Additional Services will not be performed unless prior authorization is received from Client, Client otherwise directs Consultant to perform the Additional Services, or otherwise pursuant to the terms of this Agreement, provided however, the Parties recognize the need for Consultant to perform the following Additional Services should the following situations arise, without the need for Consultant requesting or obtaining prior authorization from Client:

- (a) Services necessitated by a material change in (i) the initial information provided by Client, (ii) previous instructions or approvals given by Client, (iii) the Project, including but not limited to, the size, quality, complexity, Client's schedule, or Client's budget, or (iv) materials or equipment due to an acceptance of substitute materials or equipment other than "or equal" items made by Client or Client's Contractors.
- (b) Services by Consultant due to (i) the presence of any Hazardous Environmental Condition (as defined below), (ii) emergencies or acts of god, (iii) damage to the Project site caused by fire or other causes, (iv) Consultant's review of actual or potential defective or delayed work by one or more Contractors, (v) acceleration of the progress schedule involving services beyond normal working hours, (vi) Client changes to Project design criteria after approval of previous phase(s) of the design process; or (vii) default by any Contractor.
- (c) Services in connection with construction change directives and change orders to reflect changes requested by Client or Client's Contractors.
- (d) Evaluating unreasonable, frivolous, and/or an excessive number of requests for interpretation or information (RFIs), change proposals, or other demands from a Contractor or others in connection with the Project.
- (e) Services necessitated by evaluating equipment performance not caused by Consultant's design services.
- (f) Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared work products;
- (g) Revising previously prepared work products necessitated by official interpretations of applicable codes, laws or regulations that are either (i) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (ii) contrary to requirements of the Instruments of Service when they were prepared in accordance with the applicable standard of care.
- (h) Services necessitated by decisions of Client not rendered in a timely manner or a failure of performance on the part of Client or Client's Contractors.
- (i) Reviewing shop drawings, product data items, samples, and submittals more than two times and as a result of inadequate submissions.
- (j) Services after the award of the construction contract(s) for the Project in evaluating and determining the acceptability of a Contractor's proposed "or equal" item or substitution that is found to be inappropriate, as well as services regarding the evaluation and determination of an excessive number of proposed "or equal" items or substitutions, whether proposed before or after award of the construction contract(s) for the Project.
- (k) Evaluation of the qualifications of entities providing bids or proposals.
- (l) Services resulting from material delays, changes, or price increases occurring as a direct or indirect result of materials, or equipment shortages.
- (m) Services in connection with any partial utilization of the Project by the Client or any owner prior to substantial completion of the Project.
- (n) Preparation of design and documentation for alternate bid or proposal requests proposed by Client.
- (o) Preparation for, and attendance at, a public presentation, meeting or hearing, unless such services are expressly set forth within this Agreement.
- (p) Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Consultant is a party thereto.

In addition, if the Services covered by this Agreement have not been completed within the "Time of Completion" as defined below, through no fault of Consultant, an extension of Consultant's Services beyond that time shall be compensated as Additional Services.

PAYMENT: Consultant may invoice the Fees and Expenses on a monthly or any other periodic basis, based on the proportion of the Services completed and expenses incurred at the time of invoicing. Payment is due in fifteen (15) days. Interest is charged at one percent (1%) per month on invoices unpaid over thirty (30) days. A 3.5% convenience fee will be charged for electronic payments. Please contact our office to pay electronically. Please return a copy of invoice with payment to assure proper credit. In addition, if Client fails to make payment on invoices unpaid for thirty (30) days and Consultant incurs any costs to collect overdue sums from Client, if allowed by applicable laws, Client agrees that all such collection costs incurred shall immediately become due and payable to Consultant. Collection costs shall include, if allowed by applicable laws, without limitation, reasonable attorney fees, collection agency fees and expenses, court costs, appeal costs, judgment execution and collection costs, and reasonable Consultant staff costs at standard billing rates for Consultant's time spent in efforts to collect. No deductions shall be made from Consultant's Compensation including to impose penalty or liquidated damages on Consultant, or to offset sums requested by or paid to any Contractor(s) or for costs of changes in the Contractor's services, unless Consultant is adjudged to be liable for those amounts in a binding dispute resolution process. Client's making of its final payment of the Compensation to Consultant shall constitute Client's acceptance of Consultant's Services as in compliance with this Agreement and a waiver of all claims against Consultant that are known by Client or should have been known by Client as of the date of the final payment.

DIFFERING OR CHANGED CONDITIONS: This Agreement is expressly based on the conditions of the Project, Project site, and Project structures that are actually known by and disclosed to Consultant. If other conditions not originally known and disclosed become known by or disclosed to Consultant, or such conditions otherwise change, Consultant may elect to require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service) and/or all services performed by Consultant because of the new or differing conditions shall be deemed to be and billed to Client as Additional Services.

REDESIGN OBLIGATION: In the event the bids or negotiated cost of the construction work exceed the Client's budget for construction, upon notice from the Client, the Consultant agrees to modify, on an Additional Services basis, the construction contract documents or those portions of the documents where bids exceeded the Client's budget.

CHANGES AND ADDED VALUE: The Client recognizes that although the Consultant will perform its Services under this Agreement in a manner consistent with the applicable standard of care, the Consultant's instruments of service may contain ambiguities, conflicts, errors, omissions and/or other imperfections. The Client recognizes and expects that certain increased costs and changes may be required because of these imperfections in the Consultant's instruments of service and, therefore, that the final construction cost of the Project may exceed the estimated construction costs or bid amount. Accordingly, the Client agrees to set aside a reserve in the amount of ten percent (10%) of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Client further agrees not to make any claim directly or indirectly against the Consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the increased costs and changes unless the total of such increased costs and changes exceeds fifteen percent (15%) of the final construction cost of the Project, and then only for an amount in excess of such percentage. Any responsibility of the Consultant for the increased costs and changes in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this provision, the increased costs and changes will not include any costs that the Client would have incurred if the Consultant's instruments of service had not originally contained such conflicts, errors, omissions and other imperfections. In no event will the Consultant be responsible for costs or expenses that provide betterment or upgrades to the Project or enhances the value of the Project.

INFORMATION PROVIDED BY OTHERS: Client shall furnish and grant permission to use, at Client's expense, all information, requirements, reports, data, surveys and instructions set forth in the Agreement or otherwise related to the Services. Consultant may use such information, requirements, reports, data, surveys and instructions in performing its Services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. Client shall give prompt written notice to Consultant whenever Client observes, or otherwise becomes aware of, any development or new or changed information that affects the scope or time of performance of Consultant's Services. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's Contractors.

INSTRUMENTS OF SERVICE – OWNERSHIP AND USE: All documents, reports, plans, drawings, models, and other tangible work products or deliverables prepared or furnished by Consultant pursuant to this Agreement are instruments of service ("Instruments of Service"), and Consultant shall retain all ownership and property interest therein. Client shall have a limited license to use the Instruments of Service on the Project, subject to receipt by Consultant of full payment due and owing for all Services relating to preparation of the Instruments of Service and subject to the following limitations: (a) Client acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Project unless fully prepared and completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written authorization by Consultant; (b) any such use or reuse, or any modification of the Instruments of Service, without written authorization and adaptation by Consultant, shall be at Client's sole risk; (c) Client fully releases Consultant from liability for, and shall indemnify, defend and hold harmless Consultant from and against, all claims, damages, losses, and expenses, including attorney fees, expert costs, and other costs, arising out of or resulting from, any use, reuse, or modification of the Instruments of Service without written verification, adaptation, and completion by Consultant; and (d) Client acknowledges and agrees that its limited license shall not create any rights in third parties. Finally, in the event Consultant, in its sole discretion, allows for some type of transfer of the ownership in an Instrument of Service to Client, then Client must agree to the terms of Consultant's proposed assignment document and, in all cases, the only ownership or other interest transferred is in the one version of the tangible work product, itself, but not any underlying intellectual property rights in the Instruments of Service.

3-D COMPUTER MODELS: If Consultant prepares 3-D computer models ("3-D Models"), the 3-D Models are solely intended for production of 2-D documents in PDF format for Client and not intended to be used for any other purpose than as a design tool for Consultant during the design, construction and documentation phases. Information and metadata in the model shall not be relied upon unless explicitly stated by Consultant. The digital models will not be made available to contractors or subcontractors during bidding or construction, unless explicitly included in the Agreement and only through a Consultant end user license agreement (EULA). If Client wishes Consultant to create a 3-D Model with a higher level of development than Consultant's normal level, then Consultant reserves the right to request additional time and compensation to do so. In all cases, Consultant shall not be held responsible for any errors or claims arising from Client or Contractor's use of 3-D Models.

DEFECTS IN SERVICE: Client shall immediately report to Consultant any defects or suspected defects in Consultant's Services of which Client becomes or should have become aware and allow Consultant to take measures to minimize the consequences of such defect. Client shall impose a similar notification requirement on Contractors and shall require all subcontracts at any level to contain a like requirement. Failure by Client or Client's Contractors to notify Consultant shall relieve Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had timely notification been given.

PRODUCTS, EQUIPMENT AND MATERIALS: Client agrees that if any product, equipment or material specified for the Project by the Consultant shall at any future date be suspected or discovered to be defective, not meet the manufacturer's representation, or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Consultant.

TIME OF COMPLETION: Unless a period of time or date of completion for Consultant's Services is expressly provided in the Agreement, the Parties have not agreed to any time period for Consultant's completion of its Services, and, instead, Consultant shall complete its Services within a reasonable period of time. Consultant shall incur no liability, and shall have no portion of the Compensation withheld, due to delay for any reason. In addition, if any delay, for any reason, increases the cost or time required by Consultant to perform its Services, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, Consultant does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Consultant of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Consultant will notify the Client. Consultant may without liability or reduction or delay of compensation due, suspend Services on the affected portion of the Project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Consultant shall not be considered an "arranger", "operator", "generator", "transporter", "owner," or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions. Client shall indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, losses, injuries, property damage, causes of actions, judgments, attorneys' fees, costs, compensatory damages, expenses, or other damages associated in any way with the discovery of Hazardous Environmental Condition.

AUTHORITY AND RESPONSIBILITY: Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work. Consultant shall not have authority over or be responsible for the means, methods, techniques, sequences, progress of work, or procedures of construction selected or used by any Contractor, for the safety precautions and programs incident thereto, for security or safety at the Project site, or for any failure of a Contractor to comply with the applicable laws and regulations. Consultant shall not be responsible whatsoever for the acts or omissions (including but not limited to, any alleged breach of contract, tort, or other liability) of any Contractor, and, likewise, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to perform its work. Consultant shall not be responsible for any decision made regarding a Contractor's construction contract requirements, or any application, interpretation, or modification of the construction documents other than those made by Consultant.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to Client of employing a "fast track" process (in which some of Consultant's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the Consultant which Client accepts, Client waives all claims against Consultant for design changes and modification of portions of the services already constructed due to Client's decision to employ a fast track process. Client further agrees to compensate Consultant for all Additional Services required to modify, correct, or adjust the construction documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast-track manner.

RIGHT OF ENTRY: Client shall provide for Consultant's right to enter property owned by Client or others in order for Consultant to perform its Services for this Project. Client understands that use of testing or other equipment may unavoidably cause damage, the correction of which is not the responsibility of Consultant.

BURIED UTILITIES: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Consultant and to indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, injuries, or loss, arising from Consultant or other persons encountering utilities or other manmade objects that were not called to Consultant's attention or that were not properly located on the plans furnished to Consultant. Client further agrees to compensate Consultant for any time or expenses incurred by Consultant in defense of any such claim, in accordance with Consultant's hourly per diem fee schedule and expense reimbursement policy.

PUBLICITY: Unless otherwise expressly stated in the Agreement, Consultant shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.

EXCUSABLE EVENTS: Consultant shall not be responsible for any of the following events or any other events beyond the reasonable control of Consultant: (a) changes in the information, instructions, or approvals provided by Client; (b) material changes in the Project, including but not limited to, the size, quality, complexity, Client's schedule, Client's budget for the Project, or the procurement or delivery method; (c) changes in the applicable codes, laws or regulations thereby necessitating Consultant's revision of any previously prepared Instruments of Service; (d) official interpretations of applicable codes, laws or regulations that are either contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; (e) decisions by Client not rendered in a timely manner or any other failure of performance on the part of Client or Client's Contractors; (f) the presence or encounter of any hazardous or toxic materials on the Project; and (g) weather conditions, work slowdown or stoppage, or acts of God (collectively, an "Excusable Event"). When an Excusable Event occurs, Consultant shall have no liability or responsibility for any damages incurred by Client, shall not be deemed to be in breach of this Agreement, and shall be entitled to an equitable adjustment in any schedule for Consultant's Services and to compensation for any Services performed due to such Excusable Event, which shall be deemed to be Additional Services paid on an hourly basis.

WAIVER OF CONSEQUENTIAL DAMAGES: In no event shall Consultant be liable or responsible, in contract, tort or otherwise, for (a) any special, consequential, incidental, or liquidated damages, including but not limited to, loss of profit or revenues; loss of use of any facility, building, products, machinery, or equipment; damage to associated equipment; cost of substitute products, facilities, services or replacement power; down time costs, or claims of any buyer of Client for such damages; (b) damages for which the requested repair would amount to economic waste or a betterment; or (c) loss or damage due, in whole or part, to the actions of the Client, ordinary wear and tear, and/or lack of Client maintenance.

LIMITATION OF LIABILITY: Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant, including its officers, owners, employees, and agents, to Client, or any person or entity claiming by or through Client, for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Services or Agreement, for any cause or causes including, but not limited to Consultant's active and passive negligence, professional errors or omissions, implied or express warranty obligations, strict liability, omissions, acts, or breaches of contract, shall not exceed the total Compensation or \$100,000, whichever is less. This limitation of liability shall apply to Client's claims for damages, as well as Client's claims for contribution and indemnity with respect to third party claims. In the event the Client requires a higher limitation of liability, upon written notice from the Client, Consultant and Client shall agree to and Client shall pay an additional fee within five (5) calendar days after the Agreement is fully executed.

INDEMNIFICATION: Client shall indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, losses, injuries, property damage, causes of actions, judgments, attorneys' fees, costs, compensatory damages, expenses, or other damages (hereinafter referred to together as "Claims"), to the extent the Claims are caused by the negligent or intentional/willful action or inaction/omission, any contractual breach, or any other violation of law by Client or Client's employees, independent Contractors, or other persons/entities for whose acts Client is responsible. Client's obligations under this and other indemnification provisions in this Agreement shall survive termination and expiration of this Agreement; shall extend to Claims occurring after this Agreement; shall continue until the Claim is finally adjudicated; shall not be limited by any insurance required hereunder; and shall not negate, abridge or reduce any other rights of the persons and entities described herein with respect to indemnity.

CONTRACTOR INSURANCE: Client agrees, in any construction contracts for the Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance, Automobile Liability Insurance and appropriate limits of Commercial General Liability Insurance ("CGL") and to require all contractors to have their CGL policies endorsed to name Client and Consultant as Additional Insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to ensure the hold harmless and indemnity obligations assumed by Contractors. Client shall require all Contractors defend, indemnify and hold harmless Client and Consultant from and against any claims, causes of action, lawsuits, damages, liabilities or costs, including reasonable attorneys' fees and costs, arising out of or in any way connected with the Project, including all claims by employees of the Contractors.

WAIVER OF SUBROGATION: To the extent damages are covered by any builder's risk policy, property insurance, or any insurance policy possessed by Client or Client's Contractors during or after the Project, Client shall waive all subrogation and other rights against Consultant and its retained consultants and agents for such damages, except such rights as they may have to the proceeds of such insurance.

TERMINATION: This Agreement may be terminated by either Party for cause on at least seven (7) days prior written notice of breach and opportunity to cure. Consultant may terminate for convenience and without cause. If terminated by either Party (with or without cause), Client agrees to pay for all Services performed and Reimbursable Expenses incurred to and including the date of termination. In addition, in the event Consultant terminates for cause, then Consultant shall also be paid its termination expenses, which shall include but are not limited to, expenses reasonably incurred by Consultant in connection with the termination of the Agreement or Services, including but not limited to, termination of Consultant's consultants/subconsultants and other persons retained by Consultant on the Project, demobilization costs if any, closing out Project records, reassignment of personnel, and other expenses directly resulting from the termination. If Client wishes to suspend services, Client must provide (7) days written notice, at which time Consultant may terminate or provide an increased or different Compensation to later resume Services to Client.

DISPUTE RESOLUTION: If a dispute or claim arises relating to the Services, Agreement, or Parties, the Parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, then a Party shall participate in nonbinding mediation if requested in writing by the other Party. Unless the Parties mutually agree otherwise, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement and shall be in the location of the Project. If the Parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be arbitration in the location of the Project. Unless the Parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notwithstanding the foregoing, Consultant, in its sole discretion, may bring its claim(s), including third-party claims, against Client in the district court in the location of the Project, with a judge, and not a jury, presiding over such claim. **THUS, IN ALL CIRCUMSTANCES, BOTH PARTIES WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR ANY TRANSACTION CONNECTED THERETO. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.** In the event of any litigation, arbitration, mitigation, or other proceeding arising out of or relating to the Services or Agreement or otherwise involving the Parties, Consultant shall be entitled to recover its reasonable attorney's fees, expert and consultant fees, judgment execution fees and costs, appeal fees and costs, and all other costs from Client when Consultant is the prevailing party.

MISCELLANEOUS PROVISIONS: (1) If any provision of the Agreement is declared illegal or unenforceable and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect. (2) The Agreement may not be assigned by any Party without written authorization. (3) The Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, heirs, successors, and assigns. (4) Nothing contained in the Agreement shall create a contractual relationship with, create a cause of action in favor of, or otherwise benefit, any third party. Instead, Consultant's Services under the Agreement are being performed solely for Client's benefit, and, therefore, no other entity shall have any claim against Consultant because of the Agreement. (5) Each Party has, or had the opportunity to retain, counsel and entered into the Agreement knowingly and voluntarily after having been fully advised of its rights under the Agreement or after having had the opportunity to be fully advised. Further, each Party played a substantive role in drafting the Agreement or had an equal opportunity to do so. Accordingly, in the event of any misunderstanding, ambiguity, or dispute concerning the Agreement's provisions, or interpretation, the Parties agree that no rule of construction shall be applied that would result in having the Agreement interpreted against any Party. (6) This Agreement contains the entire agreement between the Parties regarding the Project, and this Agreement is intended to be an integration of all prior negotiations. Accordingly, this Agreement overrides any claimed prior agreement or representation, and Consultant shall not be bound by any terms, statements, warranties, or representations not contained herein. Further, no modifications of this Agreement shall be valid unless made pursuant to the terms herein and in writing and signed by the Party against whom it is sought to be enforced, or unless otherwise made pursuant to the terms herein. (7) A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

MEMO



TO: Mayor Hahs and Members of the Board
FROM: Larry Miller, Building & Planning Manager
DATE: October 17, 2025
SUBJECT: Amendment to Chapter 65 (Zoning) Regarding Privacy Fence Height Requirement Discrepancies

Staff has identified conflicting provisions within Chapter 65 of the Zoning Code regarding privacy fence height requirements between industrial and residential zoning districts.

Section 65-3(8) states that when a new industrial district is established adjacent to any residential zone, a buffer must include “trees, shrubs, and a privacy fence or wall a minimum of six (6) feet in height.”

However, Section 65-16 and 65-17, which establishes buffering standards for industrial uses adjoining residential districts, requires that:

“Where industrial uses abut a residential district, an adequate buffer or screen shall be provided to visually screen the industrial use from the residential area. The buffer shall consist of a planting screen of suitable shrubbery maintained at a minimum height of eight (8) feet and being a minimum of eight (8) feet wide or privacy-type fencing a minimum of eight (8) feet in height.”

This creates a conflict in the required fence height—six (6) feet in Section 65-3(8) versus eight (8) feet in Sections 65-16 and 65-17—resulting in uncertainty when applying the code to industrial-residential buffer areas.

An amendment to Chapter 65 is needed to fix the conflicting height requirements and clarify which section governs and aligns the general buffer requirement in Section 65-3(8) with the industrial district provisions in Sections 65-16 and 65-17.



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: October 15, 2025

RE: Williams Creek Phase 3 Sewer Extension / South Old Orchard Road –
Task Order 21-16 Amendment #1

Attached is a request from Koehler Engineering for additional funds for Task Order 21-16, originally issued for \$23,310.00 for engineering and inspection services for the Williams Creek Phase 3 Sewer Extension. This project originally extended our sanitary sewer main to a point it can be tapped by KB413, LLC for the existing Freedom Fitness building at 2663 South Old Orchard Road.

Project Change Order #1 to the contractor's contract was approved on September 22nd and further extends the sewer main to reach the undeveloped property currently owned by the Villas of West Park, LLC. From that point the Villas of West Park can continue to extend the sewer main as they develop their property.

This request for additional funds for engineering services is related to work under the Change Order above.

October 10, 2025

Ms. Janet Sander, Dir. Of Public Works
City of Jackson, MO
101 Court Street
Jackson, MO 63755

RE: Williams Creek Sewer Phase 3
Extension of Sewer to Williams Property – Supplemental Services

Janet,

In conjunction with the extension of the sanitary sewer under the creek and onto the property of Mr. Brandon Williams, we will have a small increase in our project fees.

Additional Survey (Topo and boundary Williams Emst):	\$ 1,280.00
Additional Design Time:	\$ 840.00
Preparation of Easement Desc. & Exhibit:	\$ 660.00
Additional Inspection / CA-Time:	\$ 1,280.00
Total:	\$ 4,060.00

As always, if you have any questions please do not hesitate to contact us.

Sincerely,

KOEHLER ENGINEERING, A DIVISION
OF KLINGER & ASSOCIATES, P.C.



CHRIS KOEHLER, PE, PLS
REGIONAL CLIENT MANAGER



MEMO

To: Mayor Dwain Hahs and Members of the Board of Aldermen
From: Rodney Bollinger, Director of Administrative Services 
Date: October 30, 2025
Re: Combined Roof Repairs Project

This memorandum accompanies two agenda items regarding the Combined Roof Repairs Project.

The City recently solicited bids for roof repair work at the Fleet Maintenance Department and Street Department facilities. Bids were opened on October 14, and two companies submitted proposals: Pyramid Roofing Company and Riverside Roofing Company.

A bid tabulation sheet is attached for your review.

Riverside Roofing Company is the low bidder with a total bid of \$54,172.00.

The project generally includes providing all labor, tools, equipment, and materials necessary to complete roof repairs at 412 Florence Street (Fleet Maintenance Department) and 416 Florence Street (Street Department).

Staff recommends accepting the low bid from Riverside Roofing Company and approving a contract agreement at this meeting. This project is an approved and budgeted item.

Should you have any questions, City staff will be available during the meeting to provide additional information.

BID FORM

1. Bid Recipient

This Bid is submitted to:

Angela Birk, City Clerk
City of Jackson
101 Court Street
Jackson, Missouri 63755

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

2. Bidder's Acknowledgements

By signing and submitting a Bid Form, the Bidder acknowledges that Bidder understands and accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

3. Bidder's Representations

In submitting this Bid, Bidder represents that:

- a. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges the receipt of the following Addenda, if any (if no Addenda are issued, mark "N/A"):

Addendum No.	Addendum, Date
N/A	
_____	_____
_____	_____
_____	_____

- b. Bidder has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- c. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- d. Bidder has carefully studied all Supplementary Conditions of the Bidding Documents and is aware of any special, uncommon, or any requirements beyond the general requirements and description of the Work.
- e. Bidder has considered the information known to Bidder itself information commonly known to contractors doing business in the locality of the Site and the Bidding Documents with respect to the

effect of such information, observations, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.

- f. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- g. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- h. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- i. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- j. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

4. Bidder's Representations

By submitting this Bid Form, Bidder certifies that:

- a. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- b. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- c. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- d. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and,

- iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

5. Basis of Bid

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

LUMP SUM BID

A lump sum price for furnishing all labor, equipment, materials, tools, and other incidental items for combined roof repairs at the Fleet Maintenance and Street Department building.

\$ 54,172.00

(figures)

Fifty Four Thousand One Hundred Seventy Two Dollars & 00/100

(words)

The above lump sum bid includes Roof Areas A,B, and C as broken out in separate bid prices shown below. (These figures to be used by City for budgetary purposes only.)

Roof Area A (Fleet): \$ 22,858.00

Roof Area B (Street Lower): \$ 16,076.00

Roof Area C (Street Upper): \$ 15,238.00

Bidder acknowledges that Bid Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit.

6. List of Major Subcontractors

No Subcontractors are allowed for this project.

7. Time of Completion

Bidder agrees that the Work will be substantially complete and ready for final payment within 90 days of contract award, unless otherwise agreed to in writing by both Contractor and the City.
Bidder accepts the provision of the Agreement as to liquidated damages.

8. Bid Submittal AgreementBidder: Riverside Roofing Company LLCBy: Charles Menz
(signature)Attest: Lynn Payne
(signature)Charles Menz
(print)Lynn Payne
(print)Co-Owner
(title)Office Manager
(title)

Note: If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.

Address for giving notices to Bidder:

813 Progress St. Cape Girardeau MO 63703Phone: 573-803-4028Email: kyle@riversideroofingcompany.comContact: Kyle SchuesslerBidder's License No.: CL001434625
(if applicable)

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *RIVERSIDE ROOFING COMPANY, LLC, OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO *THE COMBINED ROOF REPAIRS PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

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

FIRST READING: November 3, 2025.

SECOND READING: November 3, 2025.

PASSED AND APPROVED this 3rd day of November, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this 3rd day of November, 2025, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**,” and **RIVERSIDE ROOFING COMPANY, LLC**, hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the **COMBINED ROOF REPAIRS PROJECT** to be constructed for the City located at 412 and 416 Florence Street.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amounts named in the Bid Form from the Contractor dated October 14, 2025, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents consist of the Notice to Bid, the Instructions to Bidders, the Bid Form, the Standard Conditions, and the Scope of Work.
- B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions, as provided in the Contract Documents, the Contract Price of

\$54,172.00

(Fifty-four thousand one hundred seventy-two dollars and zero cents)

more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

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

CITY:

CITY OF JACKSON, MISSOURI

Dwain L. Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

RIVERSIDE ROOFING COMPANY,
LLC

Charles Menz

Signature

Charles Menz

Printed Name

Co-Owner

Title

ATTEST:

Lynn Payne

Signature

Lynn Payne

Printed Name

Co-Owner

Title

Address:

813 Progress St.
Cape Girardeau, MO 63703



MEMO

To: The Honorable Mayor Dwain Hahs and
Members of the Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Friday, October 31, 2025
Re: 2026 Land and Water Conservation Fund Grant Application

City staff is respectfully requesting your support of a grant application for the Land and Water Conservation Fund (LWCF) for the construction of Hubble Creek Phase 3B. This phase of the Hubble Creek Trail would connect the recently approved Hubble Creek Trail Phase 3A to the Soccer Park via a pedestrian bridge across Hubble Creek. Design for Phases 3A & 3B of the trail was completed by Smith and Company Engineers in 2023 and paid for with ARPA funding.

The 2026 Land and Water Conservation Fund offers a 50% match of approved grant project costs, with local public agency responsible for the remaining 50% match. The grant application deadline is November 14, 2025. Awards are anticipated to be announced during the first quarter of 2026.

The estimated cost of the project is \$400,000.00 based on the engineering estimates from Smith & Company.

Attached is the proposed Mayor and Board of Aldermen Resolution in support of the grant application. The SEMPO Board of Directors will also be approving a similar resolution at their next meeting.

Thanks for your time and consideration of this information. As always, please feel welcome to contact me should you have any questions regarding this matter.

RESOLUTION NO. #2025-_____

RESOLUTION

**A RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF
THE CITY OF JACKSON, MISSOURI, EXPRESSING SUPPORT OF A
LAND AND WATER CONSERVATION FUND GRANT APPLICATION
TO THE MISSOURI STATE PARKS FOR THE HUBBLE CREEK
RECREATION TRAIL PROJECT, PHASE 3B.**

WHEREAS, the City of Jackson, Missouri has the responsibility to provide for the general health, safety, and welfare of citizens within their jurisdiction and that the provision of safe and effective vehicular and pedestrian transportation systems is part of that responsibility, and;

WHEREAS, the City constructs, operates, and maintains an extensive network of public streets, sidewalks, and recreation trails for the benefit of their citizens, school students, and the traveling public at large, and;

WHEREAS, the City of Jackson has completed the design for Phase 3 of the Hubble Creek Recreation Trail using funds provided through the American Rescue Plan Act (ARPA), and now seeks Land and Water Conservation Fund (LWCF) funding from Missouri State Parks for construction of the southern portion (Phase 3B) of the trail; and

WHEREAS, Phase 3 of the Hubble Creek Recreation Trail is planned to extend approximately 1.25 miles, eventually connecting West Jackson Boulevard to the City's Soccer Park complex, and providing a vital link in the City's recreational and active transportation network; and

WHEREAS, the proposed Hubble Creek Recreation Trail is consistent with the goals and objectives of the Southeast Metropolitan Planning Organization (SEMPO) Metropolitan Transportation Plan and the Regional Bicycle and Pedestrian Plan by advancing regional connectivity and enhancing non-motorized transportation options; and

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City, through its Mayor and Board of Aldermen, does hereby express and confirms its support for the submittal of a Land and Water Conservation Fund grant application to the Missouri State Parks for the funding of the southern portion of the Hubble Creek Recreation Trail Project, Phase 3.

2. This Resolution shall be submitted as soon as practical upon its passage to the Missouri State Parks, as an attachment to the grant application.

3. Copies of this Resolution shall also be submitted to the State Representatives and State Senator representing the citizens of Jackson and the immediate region, the Southeast Metropolitan Planning Organization, the Cape Girardeau County Commission, the City Planning and Zoning Commission, the City Park Board, the Reorganized School District R-II of Cape Girardeau County, and the Jackson Area Chamber of Commerce.

4. The City hereby commits to all follow-up actions that may be necessary to secure funding of said project in the most timely and economical manner possible.

PASSED AND APPROVED this 3rd day of November, 2025, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

(SEAL)

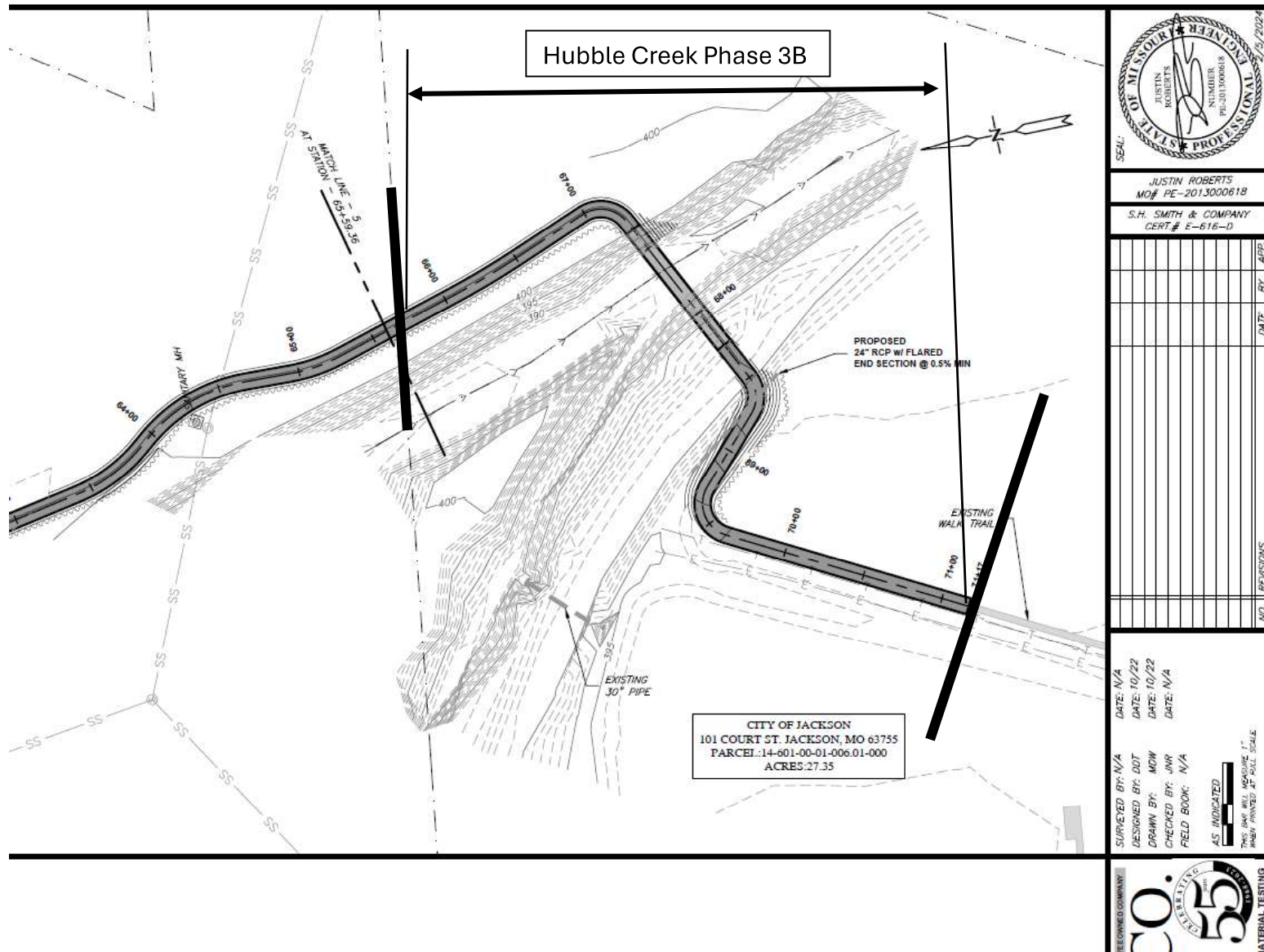
ATTEST

City Clerk

CITY OF JACKSON, MISSOURI

BY: _____

Mayor





PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: September 29, 2025

RE: No Parking Request – Dorothy Dr./Alvin St./Cecile St.

Jackson R-2 Schools Transportation has requested no parking zones be added along the inside of the two right angle curves at the transition from Dorothy Drive to Alvin Street and from Alvin Street to Cecile Street. A letter of request is attached.

Staff's recommends eliminate parking for a distance of 30' from the apex of each right angle curve a distance of 30' in each direction. This would give a less congested turning area a total of 60' in length on each curve for school busses, emergency services, and other large vehicles.

A map of the proposed location is attached.

If the Board is agreeable to moving this request forward, affected property owners will be notified prior to the October 20th study meeting. Although this is not a formal public hearing, residents will be given an opportunity to address the Board if they have concerns about this parking change. An ordinance will then be prepared for action at the November 3rd meeting.



Dorothy Drive / Alvin Street / Cecile Street
Propoerty Owners - Proposed No Parking

jls 10/7/25

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AMENDING THE "PARKING PROHIBITED SCHEDULE, SCHEDULE IX," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING NO PARKING DESIGNATIONS.

WHEREAS, Jackson R-2 School District has requested the addition of certain no parking designations for the operation of bus routes to ensure the safety of students, pedestrians and citizens; and

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has determined that certain control designations are needed for the safe and efficient regulation of traffic; and

WHEREAS, the amendment of these designations will better serve the public interest and align with current traffic management needs.

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

Section 1. The "Parking Prohibited Schedule, Schedule IX," passed and approved on the 18th day of November, 1985, is hereby amended by adding the following no parking designation:

ALVIN STREET: On the east side of Alvin Street from its intersection with Dorothy Drive north a distance of 30 feet.

ALVIN STREET: On the east side of Alvin Street from its intersection with Cecile Drive south a distance of 30 feet.

CECILE DRIVE: On the south side of Cecile Drive from its intersection with Alvin Street east a distance of 30 feet.

DOROTHY DRIVE: On the north side of Dorothy Drive from its intersection with Alvin Street east a distance of 30 feet.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Parking Prohibited Schedule,

Schedule IX,” and the City Clerk of the City of Jackson, Missouri, is directed to replace said schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause appropriate signs to be added at the locations set forth hereinabove.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: November 3, 2025.

SECOND READING: November 3, 2025.

PASSED AND APPROVED this 3rd day of November, 2025, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



MEMO

To: Mayor Dwain Hahs and Members of the Board of Aldermen
From: Rodney Bollinger, Director of Administrative Services
Date: October 30, 2025
Re: Authorization of Contractual Agreement with Midwest Recycling Center – Electronics Recycling Services Program

Purpose

The purpose of this memorandum is to provide background information and staff recommendation regarding a proposed Ordinance authorizing a contractual agreement with Midwest Recycling Center (MRC) for the continuation of electronics recycling services for the Jackson Recycling Center.

Background

The City of Jackson has partnered with Midwest Recycling Center for five years to provide certified, secure, and fully insured electronics recycling services to residents. MRC's updated proposal reflects increased transportation costs while continuing to offer below-market rates. MRC maintains R2v3/RIOS Certifications and provides comprehensive service features, including:

- Full downstream tracking of all recycled materials
- Certificates of Destruction and Certificates of Recycling
- Environmental liability protection and compliance assurance

This partnership supports the City's ongoing commitment to responsible environmental stewardship and the provision of accessible recycling opportunities to the community.

Recommendation

City staff recommends approval of the proposed Ordinance for the continuation of the Electronics Recycling Services Program. This agreement represents an extension of the current partnership and ensures the City's continued access to certified and compliant recycling services.

Additional Information

Should the Mayor or Board Members have any questions or require further information, City staff will be available during the meeting to provide clarification or additional details regarding this proposal.

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MRC I, LLC DBA MIDWEST RECYCLING CENTER, OF IMPERIAL, MISSOURI*, RELATIVE TO *ELECTRONIC WASTE RECYCLING SERVICES*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **MRC I, LLC dba Midwest Recycling Center, of Imperial, Missouri**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: November 3, 2025.

SECOND READING: November 3, 2025.

PASSED AND APPROVED this 3rd day of November, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



Office: (636) 223-0150
Fax: (314) 275-0402

AGREEMENT

THIS AGREEMENT, made in State of Missouri, and effective as of the ____ day of _____, 2025 (the “Effective Date”), by and between City of Jackson, located at 101 Court Street, Jackson, MO 63755 (hereinafter “City of Jackson” or “Client”), and MRC I LLC, dba Midwest Recycling Center, located at 3751 Old Hwy M, Imperial, MO 63052 and its Southeast Missouri facility located at 915 5th Street, Park Hills, MO 63601, (hereinafter “MRC”).

WITNESSETH

WHEREAS, in response to City of Jackson’s request for recycling services, MRC duly submits a proposal to provide the desired and requested services for; and

WHEREAS, MRC, having represented that it is duly qualified, licensed and experienced to provide City of Jackson with such services, is willing to provide the same in accordance with, and subject to, the terms and conditions of this Agreement; and

WHEREAS, City of Jackson and MRC hereby agree to accept the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

Purpose

1.1 Purpose. City of Jackson hereby engages MRC to provide City of Jackson with certain asset disposition and disposal (e-waste) services, as those services and product related thereto (“Products”) are more generally and specifically described under this Agreement (collectively hereinafter the “Services”), and MRC hereby agrees to provide such Services in accordance with, and subject to, the terms and conditions of this Agreement.

ARTICLE II

Contract Documents

2.1 Contract Documents. The Services to be provided by MRC hereunder shall be governed by the terms and conditions of this Agreement, and the respective terms, conditions, provisions, specifications and representations contained within the documents attached hereto and enumerated hereinbelow, which are incorporated herein by reference, and which – together with the terms and conditions of this Agreement and any exhibits attached hereto – comprise the Contract Documents:

- .1** MRC's written proposal dated October 23, 2025 (hereinafter the “Proposal”) duly submitted to City of Jackson – Attachment I.
- .2** MRC's written Revenue Share, Proposed Cost - Schedule of Fees, dated October 23, 2025 (hereinafter “Schedule of Fees - Proposed Cost”) duly submitted to City of Jackson – Attachment II



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Kansas City, MO





Office: (636) 223-0150
Fax: (314) 275-0402

- 2.2 Should any ambiguity, inconsistency or conflict arise in the interpretation of the Contract Documents, the same shall be resolved by reference first to the terms and conditions of this Agreement, and then by reference to the respective terms, conditions, provisions, specifications and representations contained within Attachment I.

ARTICLE III

Term

- 3.1 **Term.** The initial term of this Agreement shall be for the period commencing with the Effective Date hereof, and ending **October 22, 2026**; provided, however, the terms of this Agreement may be renewed, at the sole option of City of Jackson, for four (4) additional successive one-year terms, upon the execution of supplemental writing, signed by duly authorized representatives of both parties.
- 3.2 **Time is of the Essence.** MRC understands and acknowledges that time is of the essence in performance of the Services. MRC shall, at all times, carry out its duties and responsibilities as expeditiously as possible and which are consistent with the orderly progress of major tasks and deliverables for the Services as required under the Contract Documents.

ARTICLE IV

Nature and Scope of Services

- 4.1 **Nature of Services.** MRC shall, at all times, diligently and expeditiously, and using the ability, experience and skills of the personnel it provides, perform all duties and responsibilities necessary to provide City of Jackson with the highest quality of services so described and required hereunder, consistent with the purpose and requirements of this Agreement, City of Jackson's interests and objectives, and the professional standards of care and skill currently practiced by professional firms on projects for such Services similar in size, complexity, and cost hereunder, and as required by the laws of the United States and State of Missouri.
- 4.2 **Scope of Services.** MRC shall perform those Services necessary to fulfill its obligations and the stated purpose under this Agreement in accordance with the requirements of the scope of services generally described in Attachment I, however, nothing herein shall preclude MRC from providing City of Jackson, upon written request, with additional services relative to, and in connection with, this Agreement. Any change in the scope of services required of MRC towards fulfillment of the purpose and requirements of this Agreement may be accomplished after execution of this Agreement, without invalidating this Agreement, if mutually agreed to in writing.

ARTICLE V

Compensation; Additional Services

- 5.1 **Consideration.** In consideration for the Services provided by MRC hereunder, MRC will pay or invoice City of Jackson, as applicable, pursuant to the representations and requirements of Attachment I.
- 5.2 **Additional Services.** Should MRC be requested to provide additional services for City of Jackson relative to, and in connection with, this Agreement, MRC shall be compensated for such services rendered and expenses reasonably incurred in the amount and rates mutually agreed to by the parties prior to the commencement of such



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Kansas City, MO





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Fax: (314) 275-0402

additional services.

ARTICLE VI **Responsibilities of City of Jackson**

- 6.1 *Responsibilities of City of Jackson.*** City of Jackson shall reasonably cooperate with MRC and shall provide MRC with necessary information, including internal surplus and e-waste disposal protocols and procedures, owned and/or developed by City of Jackson, to facilitate the Services required and provided MRC hereunder. MRC shall provide prompt written notice to City of Jackson if MRC becomes aware of any errors, omissions or inconsistencies in such information. MRC shall be responsible for obtaining all other relevant and pertinent information not owned by City of Jackson that MRC deems necessary to perform the Services required of MRC hereunder.

ARTICLE VII **Assignment; Subcontracting**

- 7.1 *Assignment.*** MRC shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or any of its rights and obligations hereunder without the prior written consent of City of Jackson, but in no event, shall such consent relieve MRC from its obligations under the terms of this Agreement.
- 7.2 *Subcontracting.*** It is understood and acknowledged by the parties that should MRC intend to subcontract some services required under this Agreement to parties other than those that may be named in its Proposal, MRC agrees to obtain prior written approval from City of Jackson of any such subcontracting relationships and of the services such subcontractors are to perform. Notwithstanding this procedure, such subcontractors shall at all times remain under the direction and control of MRC and not City of Jackson, and MRC shall remain fully liable to City of Jackson for the proper discharge of all the Services required hereunder regardless of by whom they are performed.

ARTICLE VIII **Agreement Status**

- 8.1 *Agreement Status.*** This Agreement is, and shall be deemed, an independent contract for services and MRC, and all persons providing services on behalf of MRC under this Agreement, shall be deemed independent contractors and shall not be deemed under any circumstances as employees of City of Jackson. Neither City of Jackson nor MRC shall have the authority to obligate or bind the other without the express written consent of the other party.

ARTICLE IX **Amendment**

- 9.1 *Amendment.*** This Agreement may be amended by supplemental writing mutually agreed to and executed by duly authorized representatives of the parties hereto.

ARTICLE X **Termination**



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Kansas City, MO





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10.1 Notwithstanding any provision to the contrary regarding termination that may appear in the Contract Documents, City of Jackson and MRC hereby agree that the following shall prevail with respect to termination of this Agreement.

.1 For cause. Should MRC be found in violation of any of the terms and conditions of this Agreement, it shall be deemed in breach of this agreement. City of Jackson shall thereupon notify MRC, in writing, of such violation, giving MRC thirty (30) days to cure such breach. Should MRC fail to cure such breach, City of Jackson shall then have the right to terminate this Agreement for cause by giving written notice to MRC of such termination and specifying the effective date of such termination. In the event of termination for cause, MRC shall be entitled to just and equitable compensation for services satisfactorily performed by MRC through the date of termination specified by City of Jackson, less costs and damages incurred by City of Jackson as a result of MRC's breach.

.2 For convenience. City of Jackson reserves the right to terminate, upon 60 days written notice to MRC, this Agreement, in whole or in part, for the convenience of City of Jackson, whenever it shall determine that such termination is in the sole best interest of City of Jackson. In the event of such termination, MRC shall be compensated for services satisfactorily performed through and up to the effective date of such termination.

.3 For lack of funds. Should, for whatever reason, adequate funding not be made available to City of Jackson to support or justify continuation of the level of services to be provided by MRC under this Agreement, City of Jackson may terminate or reduce the amount of service to be provided by MRC under this Agreement. In such event, City of Jackson shall notify MRC, in writing, at least thirty (30) days in advance of such termination or reduction of services for lack of funds.

.4 For lack of payment. MRC reserves the right to terminate this Agreement for lack of payment by City of Jackson for services satisfactorily performed by MRC under this Agreement.

ARTICLE XI **Waiver of Breach**

11.1 Waiver of Breach. The waiver by any party hereto of a breach of any of the provisions of this Agreement shall not operate of be construed as a waiver of any subsequent breach by either party.

ARTICLE XII **Governing Law**

12.1 Governing Law. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Missouri.

ARTICLE XIII **Severability**

13.1 Severability. All agreements, covenants and clauses contained herein are severable, and in the event any of them



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Kansas City, MO





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shall be deemed or held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses and covenants were not contained herein.

ARTICLE XIV **Insurance**

- 14.1 Insurance.** At all times during the initial term of this Agreement, and any renewal term thereof, MRC shall comply with and maintain the insurance requirements and coverages set forth by R2/RIOS requirements.

ARTICLE XVI **Miscellaneous**

- 15.1 Good Standing.** MRC shall be authorized to do business in the State of Missouri, and must maintain good standing pursuant to State law and any other applicable law.
- 15.2 Warranty of Ability to Perform.** MRC shall warrant that there is no action, suit, proceeding, inquiry or investigation at law or in equity, before or by a court, governmental agency, public Board or body, pending or threatened, to the best of MRC's knowledge, that would in any way prohibit, restrain or enjoin the execution of delivery of MRC's obligations, diminish MRC's obligations, or diminish MRC's financial ability to perform the terms of this Agreement. During the period of performance of this Agreement, if any of the aforementioned events occur, MRC must immediately notify, in writing, City of Jackson that MRC: (a) has the authority to enter into this Agreement and undertake the obligations contemplated hereunder, (b) has the capability, experience and means required to perform and complete the Services as contemplated by and in accordance with the terms and conditions of this Agreement; (c) the Services shall be performed using skilled, qualified and suitable personnel, equipment and material; and (d) the Services shall be performed with at least reasonable care in a diligent, professional and workmanlike manner in accordance with (i) generally accepted industry standards, (ii) all applicable laws including Environmental Laws, and (iii) the levels specified in this Agreement and/or any applicable Statement of Work.
- 15.3 Risk of Loss.** After products are loaded on MRC's truck(s), or once accepted at MRC's facility if shipped to MRC, MRC will assume the risk of loss or damage to such products. MRC shall hold City of Jackson harmless and indemnify City of Jackson against any loss or damage of any kind, growing out of or in any way connected with the storage, handling or presence on MRC's premises of the products where such loss, damage or injury is caused solely by the negligence of MRC, its agents, employees or representatives. Notwithstanding any of the foregoing or anything herein to the contrary, MRC shall have no liability for any loss or damage resulting from any act of omission of City of Jackson, its agents, employees or representatives. Risk of loss will not transfer to MRC in the case of known Contaminated Products or Products received from City of Jackson that do not conform to the categories of Material, Products, or Mixed Product as may be defined under this Agreement, all such Products will be returned to City of Jackson at City of Jackson's expense.
- 15.4 Title.** Title to and ownership of City of Jackson's Products will transfer to MRC once they have been loaded onto MRC's truck(s), or received at MRC's facility if shipped to MRC. City of Jackson shall take such action and execute all such documents if applicable to assure MRC that City of Jackson holds good title to the Products prior to any transfer of title. If MRC receives Contaminated Products of Products from City of Jackson that do not



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conform to the categories of Material, Products, or Mixed Product as may be defined under this Agreement, upon City of Jackson's approval, MRC shall work with a third party to cleanse and dispose of such Contaminated Product of non-conforming Products. If City of Jackson does not give approval, all such Products will be returned to City of Jackson at City of Jackson's expense, and title will transfer back to City of Jackson once Products are received at City of Jackson's location.

- 15.5 *Dispute Resolution.*** The parties are fully committed to working with each other throughout the period of this Agreement, and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, City of Jackson and MRC each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions hereunder.
- 15.6 *Governmental Restrictions.*** In the event any governmental restriction is imposed that would necessitate alteration of the Services to be performed under this Agreement, MRC shall immediately notify City of Jackson, in writing, indicating the specific regulation that necessitates the alteration.
- 15.7 *Documents and Records.*** MRC shall maintain full and accurate records of all matters covered by this Agreement, and City of Jackson shall have access during regular business hours to such records. Access to such records shall extend to appropriate federal, state and other local authorities. All survey notes, reports design plans, specifications, special studies, records, deliverables and other data prepared under this Agreement shall become the property of the MRC upon completion or termination of the Services of MRC and applicable payment by City of Jackson to MRC for such Services. All materials produced in performance of Services under this Agreement shall be and become the sole property of City of Jackson, and MRC shall have no right to property interest in any produced materials and hereby agrees that it shall not reserve any interest by license, copyright or other proprietary claim in or to any such materials.
- 15.8 *Nondiscrimination.*** MRC agrees to not discriminate on the basis of race, religion, color, sex, disability, national origin, ancestry, or other circumstance prohibited by federal, state or local law, rule or regulation in its operation, management and employment practices and with respect to availability and accessibility of products and services to the public.
- 15.9 *Confidentiality.*** To the extent permitted by law, each party agrees that it will not disclose any privileged or confidential information obtained or learned from the other party as a result of this Agreement, except as may be required in connection with any audit conducted by a third party or as required by law, regulation of order of a court with jurisdiction or as set forth below. Without limiting the generality of the foregoing, the parties agree that they will maintain the confidentiality of any medical records, business or financial records, supply and service information, marketing information, personnel information, information contained or encompassed in all computer hardware, algorithms, software and other technology, and/or matters of practices of the other to which they have access or knowledge pursuant to this Agreement and thereafter, regardless of the reason for the termination of this Agreement. Upon expiration or termination of this Agreement or upon demand, whichever is earlier, each party will immediately return any and all Proprietary Information belonging to the other party.
- 15.10 *Publicity.*** MRC must obtain prior written approval from City of Jackson for use of information relating to City of



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Jackson or this Agreement in advertisements, brochures, promotional materials or media, or other informational avenues.

- 15.11 *Investigation and Research.*** MRC by investigation and research, has acquired reasonable knowledge of all conditions affecting the Services to be done and labor and material needed, and the execution of this Agreement is to be based upon such investigation and research, and not solely upon any representation made by City of Jackson or any of its officers, employees or agents, except as provided herein.
- 15.12 *Further Assurances.*** The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to affect the purposes and requirements of this Agreement and carry out its provisions.
- 15.13 *Inspection.*** City of Jackson shall have the right to inspect all written licenses, permits or approvals issued by any government entity or agency to MRC that are applicable to the performance of this Agreement. City of Jackson shall have the right to inspect the handling, loading, transportation, storage, or disposal operation conducted by MRC in the performance of this Agreement.
- 15.14 *Section Headings.*** Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope of extent of any provision hereof.
- 15.15 *Counterparts.*** This Agreement may be executed in multiple counterparts (whether by facsimile signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

ARTICLE XVII **Force Majeure**

- 16.1 *Force Majeure.*** Neither party shall be responsible or liable to the other for, delay, directly or indirectly, resulting from or contributed to by any foreign or domestic embargoes, seizures, acts of God, insurrections, acts of terrorism, war, or the adoption or enactment of any law, ordinance, regulation, ruling or order directly or indirectly interfering with or rendering more burdensome the videotaping, production, or delivery hereunder. In the event that any performance hereunder is suspended or delayed by reason of any one of more of the occurrences aforesaid, any and all performance so suspended or delayed shall be made after such disabilities have ceased to exist.

ARTICLE XVIII **Entire Agreement**

- 17.1 *Entire Agreement.*** This Agreement represents the entire agreement between City of Jackson and MRC with respect to the provision of Services hereunder, and supersedes any and all prior understandings or promises, whether oral or written, between the parties pertaining to or



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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in multiple counterparts by their duly authorized representatives and made effective the day and year first above written.

MRC I LLC, dba Midwest Recycling Center

City of Jackson

By: 

By: _____

Greg Cooksey
Printed name

Printed name

Sr. Director, Business Development
Title

Title



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St. Louis, MO
Kansas City, MO





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ATTACHMENT I

R2 CERTIFIED ELECTRONICS RECYCLING PROPOSAL

For: City of Jackson

Address: 101 Court Street, Jackson, MO 63755

Date: October 23, 2025

Overview

Midwest Recycling Center (MRC) is pleased to offer ongoing electronics recycling and IT asset disposition services to the City of Jackson. MRC is a fully certified, compliant, and insured provider with over 25 years of experience supporting municipalities, government agencies, and businesses across Missouri.

MRC is R2v3/RIOS Certified, Level 4 Registered with the Missouri Department of Natural Resources, and EPA Registered (ID #MOR000533174). Our environmental record is clean, and we maintain a \$2 million pollution liability policy plus a \$2 million umbrella, exceeding industry requirements.

Scope of Services

MRC will provide secure and environmentally responsible recycling for a wide range of electronics and electric-powered equipment. Services include:

- **Pickup & Transportation** from City of Jackson facilities or direct drop-off at MRC's R2v3-certified Park Hills facility.
- **Asset Evaluation** for potential resale or component recovery.
- **Secure Data Destruction** using NIST 800-88, DOD wipe, punch, or shred methods.
- **Proper Recycling & Reporting** with Certificates of Recycling (COD/R) and documented downstream management.



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City of Jackson may schedule a pickup via phone, email, or online at mrcrecycling.net. Once scheduled, MRC will generate a Bill of Lading (BOL), provide necessary packing materials if needed, and issue a COD/R after processing.

Material Accepted

Examples of accepted items include:

- **IT Equipment:** Laptops, PCs, servers, switches, monitors, tablets, keyboards, etc.
- **Consumer Electronics:** TVs, cameras, phones, gaming systems.
- **Appliances:** Refrigerators, microwaves, freezers (Freon units accepted).
- **Special Items:** Lab and medical devices, power tools, lawn equipment (fluids removed).
- **Other:** Scrap metal, battery-powered items, kitchen equipment.

Note: Furniture made of pressboard or wood fiber may be landfilled. Dumpster costs may apply at cost +10%.

Logistics & Rates

- **Pickup Location:** 508 Sawyer Ln., Jackson, MO 63755
- **Logistics Fee:** \$200.00 per pickup (MRC box truck)
- **E-Waste Event Support:** To be Quoted separately
- **Title Transfer:** Occurs upon signed BOL at time of pickup
- **Indemnification:** MRC provides Certificates of Destruction/Recycling (COD/R)

Security & Compliance

- 24/7 video surveillance at all MRC facilities



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- Background-checked employees
- Restricted facility access for third parties
- Full compliance with **RCRA, CERCLA, Clean Water/Air Acts, and Toxic Substances Control Act**
- Zero-landfill policy; all focus materials tracked through the entire recycling chain

Revenue Sharing Model

- \$0.075/lb for PCs and servers
- \$0.15/lb for laptops
- \$1.00/lb for cell phones (battery and charger excluded)
- Paid weight based on qualifying devices; credits can be netted against invoice or paid via check

Why MRC?

- **Nationally R2v3 Certified**
 - **Zero-Landfill Policy**
 - **Secure Chain of Custody**
 - **Flexible Pickup Options**
 - **Data Security Assurance**
 - **Over 25 Years of Experience**
 - **Compliance with Local, State, and Federal Laws**
-



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Kansas City, MO





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Key Contacts

- **Greg Cooksey** – Account Manager
greg@midwrc.net | 314-602-0079
- **Katy Carver** – Customer Service / Scheduling
kcarver@midwrc.net | 636-223-0150
- **Ryan Hall** – Operations Manager
ryanhall@midwrc.net | 636-223-0150



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Attachment II - Schedule of Fees

Midwest Recycling Center | R2 & RIOS Certified Electronics Recyclers

Hard drives are processed via a 3-pass D.O.D. Sanitization Procedure, removing/overwriting all data so no data is recoverable. If hard drives are defective and cannot be Sanitized, they are degaussed and/or shredded. MRC is audited by a third-party registrar, per R2V3 Certification, to ensure all data destruction processes are effective.

A LA CARTE SERVICES		
Service	Price	Unit
Onsite Drive Serialize and Shred (For 1-250 Drives)	\$7	Each
Onsite Drive Serialize and Shred (For 250 - X Drives)	\$3	Each
Warehouse Drive Serialize and Shred	\$5	Each
3-Pass D.O.D. Sanitization	Free	--
Asset Serialization	\$1	Each

NEGATIVE VALUE ITEMS		
Item	Price	Unit
Magnetic Media (DVDs, CDs, Cassette Tapes, VHS Tapes, Etc.)	\$1	Lb
Printers/Copiers/Multi-Function Printers (MFPs)	\$5	Each
Toner / Ink Cartridges	\$1	Lb
Refrigerant-Containing (Freon) Items	\$10	Each
CRT Monitors	\$5	Each
Vaporizer Pens	\$1	Each
Coax Cables	\$1	Lb
Fiber Optic Cables	\$1	Lb
Paper Shredding	\$5	Bankers Box
Styrofoam	\$10	Gaylord
Televisions		
LCD / LED / Plasma	\$20	Each
CRT TV 27" Screen Size or Larger	\$50	Each
CRT TV 26" Screen Size or Smaller	\$30	Each
Rear Projection / DLP / Console	\$50	Each
Batteries		
Alkaline	\$1	Lb
Lithium-ion	Free	--
Lithium Primary / Polymer / Single-Use	\$3.50	Lb
Dry NiCd	\$1	Lb
Button Cell	\$5	Lb

NEGATIVE VALUE ITEMS (CONT.)		
Item	Price	Unit
Lightbulbs / Lamps		
Linear Fluorescent	\$0.35	Foot
U-Tube / Biax / CFL / Circular Fluorescent / Incandescent / Quartz / Halogen	\$1.25	Each
HID / Mercury / Metal Halide / Low-High Pressure Sodium / Shielded or Coated Lamps	\$3.25	Each
LED	\$1.25	Each
Ultraviolet (Including Tanning Bed Lamps) / Arc / Ignitron / Germicidal / Projection	\$7.75	Each
4' Lamp Box (As Needed For Commercial Use)	\$10	Each
8' Lamp Box (As Needed for Commercial Use)	\$16.50	Each
Smoke Detectors		
Ionization / Americium-Containing	\$20	Each
Photoelectric / Non-Radioactive	Free	--

Transactions made via credit/debit card will be subject to a 3.5% service charge.

MRC Recycling is proposing to manage electronic waste, commodities, and materials for recycling per R2/RIOS Certifications. All material managed in accordance with applicable local, state, and federal laws, rules, and regulations. Invoiced on the actual count or weight of material. Additional fees for pickup service and supplies may apply.

NOT ACCEPTABLE ITEMS / NON-CONFORMING MATERIAL
Material
PCBs / PCB-Containing Items
Hazardous Materials
Liquids
Cylinders / Tanks
Broken Bulbs
Broken CRTs

3751 Old State Hwy M, Imperial, MO, 63052 - R2/RIOS Certified Facility
 915 5th St, Park Hills, MO, 63601 - R2/RIOS Certified Facility
 2000 E 19th St, Kansas City, MO, 64127
 Office: 636-223-0150
 Website: mrcrecycling.net





PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

*Perry Johnson Registrars, Inc., has audited
the Sustainable Electronics Reuse & Recycling (R2) Standard of
MRC I, LLC DBA MRC Recycling DBA Midwest Recycling Center
915 5th Street, Park Hills, MO 63601 United States*
(This is a campus scheme. See Appendix for site specific details.)

*The organization has been audited by a certification body that is in conformance with ISO/IEC
17021 requirements and applicable Accreditation Body requirements. The organization is found to be
in conformance with the R2 Standard as applied by the R2 Code of Practices.*

The Sustainable Electronics Reuse & Recycling (R2) Standard v3

This Registration is in respect to the following scope:

***Downstream Vendor Management, Logical and Physical Data Sanitization, Testing and Repairing,
and Materials Recovery of Used Electronics***

*This R2 Facility performs the following applicable R2 Process Requirements at this location(s) and has been audited to the requirements for each
as identified.*

***Appendices (A) - Downstream Recycling Chain; (B) - Data Sanitization (Logical and Physical); (C) - Test and Repair; (E) - Materials Recovery are applicable to
this Campus.***

*The certification referenced above is accomplished pursuant to SERI's R2 Code of Practices through an audit of a sample of the certificate holder's
facilities and/or processes/activities within the limited written scope appearing on this certificate. Certification is not a comprehensive validation or
verification of all conditions. The R2v3 Standard is offered "AS-IS" and without warranty, and any reliance otherwise, by the certificate holder
or any third party, is expressly disclaimed by SERI. The use, display, and reference to the R2v3 Certification Mark printed on this certificate is
governed by license agreement(s) entered between the certificate holder and SERI. Certificate authenticity and validity can be verified at
<https://r2directory.org>.*

*This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the
Assessment body duty to observe and comply with the said rules.*



Terry Boboige

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date: April 10, 2025
Expiration Date: April 9, 2028

Certificate No.: C2025-02178
Page 1 of 2



PERRY JOHNSON REGISTRARS, INC.

Certificate of Registration

Perry Johnson Registrars, Inc., has audited the Management System of:

MRC I, LLC DBA MRC Recycling DBA Midwest Recycling Center

915 5th Street, Park Hills, MO 63601 United States

(This is a campus scheme. See Appendix for site specific details.)

(Hereinafter called the Organization) and hereby declares that Organization is in conformance with:

Recycling Industry Operating Standard Rev. 2016

This Registration is in respect to the following scope:

***Downstream Vendor Management, Logical and Physical Data Sanitization, Testing and Repairing,
and Materials Recovery of Used Electronics***

This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.



Terry Boboige

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

The validity of this certificate is dependent upon ongoing surveillance.

Effective Date: April 10, 2025
Expiration Date: April 9, 2028

Certificate No.: C2025-02179
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PERRY JOHNSON REGISTRARS, INC.

Appendix

*915 5th Street,
Park Hills, MO 63601 United States*

*3751 Old State Road M,
Imperial, MO 63052 United States*

*Downstream Vendor Management and Materials Recovery
of Used Electronics*

*Downstream Vendor Management, Logical and Physical
Data Sanitization, and Testing and Repairing of Used
Electronics*

Terry Boboige, President

Perry Johnson Registrars, Inc. (PJR)
755 West Big Beaver Road, Suite 1340
Troy, Michigan 48084
(248) 358-3388

Certificate No.: C2025-02179
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CERTIFICATE OF INSURANCE - PRIME 100

Name of Insured	MRC 1, LLC	Policy Period	10/20/2025 (12:01 AM) to 10/20/2026 (12:01 AM)
Insured State	MO	Insured Local Time	
Policy Number	FLY-CB-P1LURBXYQ-005	Policy Term	365 Days

The Company and the insured shall be bound by the provisions of the policy (or policies) of insurance in current use by the Company in the state.

This is to certify; that the captioned policy includes the limits specified herein for Cyber Insurance Coverage.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder other than those provided in the policy. This certificate is NOT an insurance contract and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain; the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy which may substantially limit coverage.

In the event that for whatever reason, this policy is terminated prior to the termination date shown above, we are not obligated to and will not inform the certificate holder that the policy has terminated.

POLICY DETAILS

AGGREGATE LIMIT	EXPIRES ON	RETRO ACTIVE PERIOD
\$2,000,000	10/20/2026 (12:01 AM)	Full Prior Acts
	Insured Local Time	

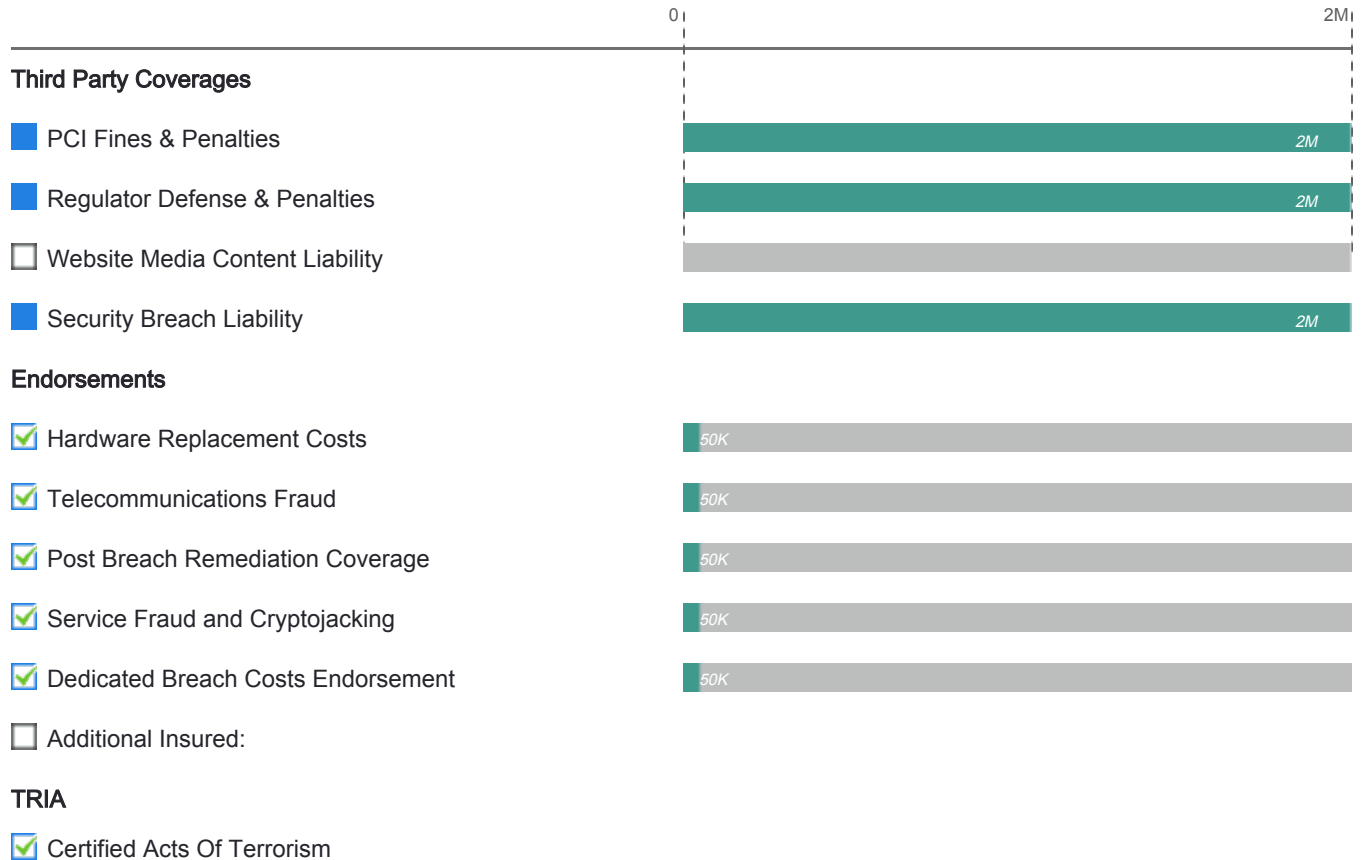
COVERAGES

First Party Coverages

☒ Security Breach Expense	2M
☒ Restoration of Electronic Data	2M
☒ Public Relations Expense	100K
☒ Extortion Threats and Ransom Payments	1M
Sublimit: \$1M	
Extortion Threats Sublimit: Included in the Sublimit	
☒ Business Income, Contingent Business Income & Extra Expense	1M
Sublimit: \$1M	
☐ E-Commerce Enhancement	
☐ System Failure	
☒ Computer & Funds Transfer Fraud	2M
☒ Social Engineering	100K
Limit: \$100K	
Deductible \$10K	
☐ Reverse Social Engineering Endorsement	
Limit:	
Deductible	



CERTIFICATE OF INSURANCE - PRIME 100



LEGEND

☒ Mandatory
 ☒ Selected
 ☐ Available
 ☐ Not Available