

#### **MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

Monday, June 16, 2025 at 6:00 PM

**Board Chambers, City Hall, 101 Court St.** 

#### **AGENDA**

#### **CALL TO ORDER**

#### INTRODUCTION OF GUESTS/VISITORS

#### **ADOPTION OF AGENDA**

Motion adopting the Regular Meeting Agenda.

#### **PRESENTATION**

2. Presentation of a MIRMA Risk Management grant award to the Jackson Police Department for body cameras, car cameras, and a security system.

#### **APPROVAL OF MINUTES**

3. Motion approving the Minutes of the Regular Meeting of June 2, 2025.

#### **FINANCIAL AFFAIRS**

- 4. Motion approving the City Collector's Report.
- 5. Motion approving the City Clerk's and Treasurer's Reports.

#### **ACTION ITEMS**

#### Power, Light, and Water Committee

- 6. Motion accepting the 2024 City of Jackson Annual Audit Report, as prepared by Beussink, Hey, Roe, and Stroder, LLC, of Jackson, Missouri.
- Motion authorizing the use of outside loud speakers at 542 West Independence Street, on Saturday, June 21, 2025, between the hours of 1:00 p.m. and 11:30 p.m., for the Elks Lodge Luau, and waiving any restrictions relative to activity noise levels under Chapter 43 of the Code of Ordinances during said event, as submitted by Nicole Lynne Sweeney of the Jackson Elks Lodge #2652.
- 8. Motion approving the Mayor's appointments of UJRO Executive Director, Kaci Hubbard; and Jackson R-2 School District Superintendent, Keenan Kinder, to the Economic Development Board.
- 9. Motion approving Task Order Authorization No. 25-05, in the amount of \$75.00 per hour for a Resident Inspector, and \$150.00 per hour for an Engineer IV, to Strickland Engineering,

- Inc., of Jackson, Missouri, relative to providing inspection services, under the Water System Facility Plan Implementation Project, Phase 2, Project 2E Part 1.
- <u>10.</u> Motion accepting the proposal from Emergency Networking, LLC, of Columbus, Ohio, relative to providing services for cloud-based records management at Jackson Fire Rescue.
- 11. Bill proposing an Ordinance authorizing a contractual agreement with Emergency Networking, LLC, relative to providing services for cloud-based records management at Jackson Fire Rescue.
- 12. Motion accepting the bid, in the amount of \$32,450.00, from The Mason Medic, of Cape Girardeau, Missouri, relative to the City Hall Tuckpointing and Masonry Repairs Project.
- 13. Bill proposing an Ordinance authorizing a contractual agreement with The Mason Medic, relative to the City Hall Tuckpointing and Masonry Repairs Project.
- 14. Bill proposing an Ordinance amending Chapter 59 (Taxation) of the Code of Ordinances, relative to adult use non-medical marijuana sales tax.

#### Street, Sewer, and Cemetery Committee

- 15. Motion setting a public hearing for Monday, July 7, 2025, at 6:00 p.m., to consider a request to vacate the public right of way of West Madison Street between Colorado Street and South Oklahoma Street, as requested by the Reorganized School District R-II of Cape Girardeau County, Missouri.
- Motion setting a public hearing for Monday, July 21, 2025, at 6:00 p.m., to consider a request for the rezoning of 312, 316, 320, and 324 North High Street, from R-4 (General Residential) District to C-3 (Central Business) District, as submitted by the City of Jackson, Missouri.
- Motion renewing a contractual agreement with Precise Target Locating, of Cape Girardeau, Missouri, and holding the ticket price at \$38.00 for the term ending June 30, 2026, relative to providing services under the Underground Facilities Locating and Marking Services Program.
- Motion approving Change Order No. 3, to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, to extend the contract time by 21 days, and to increase the contract amount by \$7,405.00, relative to the Jackson North Industrial Park Infrastructure Project.
- 19. Bill proposing an Ordinance amending the "Stop Street Designation Schedule" Schedule VI, by adding a designation on Trussworks Boulevard.
- <u>20.</u> Bill proposing an Ordinance amending the "Parking Prohibited Schedule" Schedule IX, by adding a designation on Trussworks Boulevard.

#### **NON-AGENDA CITIZEN INPUT**

#### **INFORMATION ITEMS**

- 21. Report by Mayor
- 22. Reports by Board Members

- 23. Report by City Attorney
- 24. Report by City Administrator
- 25. Discussion of future agenda items

## **EXECUTIVE SESSION**

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

# **ADJOURN**

Posted on 6/13/2025 at 4:00 PM.



#### MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 2, 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: Steve Stroder, Mike Seabaugh, Eric Fraley, Katy Liley, Mark Unger, David Reiminger, 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 I	. Hahs to welcome guests and visitors.
Motion to Adopt the Agenda	)
Motion made by Alderman Frale as presented. Ayes-8; Nays-0; Absent	ey, seconded by Alderwoman Liley, to adopt the agenda, -0.
Motion to Approve the Minutes of the May 19, 2025, Regular Board Meeting	) )
	ey, seconded by Alderman Unger, to approve the minutes g of Monday, May 19, 2025. Ayes-8; Nays-0; Absent-0.
Motion to Approve Bills of May, 2025	)
	s paid in the various funds for the month of May, 2025. onded by Alderwoman Young, to approve the list of bills . Ayes-8; Nays-0; Absent-0.
Ordinance No. 25-54 Re: To Accept a Quit Claim Deed from the Missouri Highways and Transportation Commission, relative to tracts of land o North High Street	) ) n)

The matter of accepting a Quit Claim Deed from the Missouri Highways and Transportation Commission, relative to tracts of land on North High Street, came on for consideration. Alderman Reiminger introduced Bill No. 25-56, being for an ordinance entitled as follows:

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

On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-56 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-56 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. 25-54 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Fraley-aye; Alderman Young-aye; Alderman Unger-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Stroder-aye; and Alderman Reiminger-aye.

Item 3.

#### CITY OF JACKSON



#### **MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

Monday, June 2, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### **MINUTES**

**BILL NO. 25-56** 

**ORDINANCE NO. 25-54** 

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

WHEREAS, **Missouri Highways and Transportation Commission**, deeded to the City of Jackson, Missouri, the property described in the Quit Claim Deed, attached hereto.

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

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

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

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

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

FIRST READING: June 2, 2025.

SECOND READING: June 2, 2025.

PASSED AND APPROVED this 2nd day of June, 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



#### MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 2, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### **MINUTES**

Ordinance No. 25-55 Re: To Amend	
Chapter 63 (Vegetation) of the Code of	
Ordinances, relative to street tree	
Species to be planted	

The matter of amending Chapter 63 (Vegetation) of the Code of Ordinances, relative to street tree species to be plated, came on for consideration. Alderman Reiminger introduced Bill No. 25-57, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING CHAPTER 63 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO OFFICIAL STREET TREE SPECIES; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-57 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. 25-57 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. 25-55 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderman Reiminger-aye; Alderwoman Young-aye; Alderman Unger-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderwoman Liley-aye; and Alderman Stroder-aye.

BILL NO. 25-57 ORDINANCE NO. 25-55

AN ORDINANCE AMENDING CHAPTER 63 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO OFFICIAL STREET TREE SPECIES; 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 63, Article II, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **amended** to remove Bradford Pear as an approved official street tree species and to read as follows:

#### "Sec. 63-29. Street tree species to be planted.

The following list constitutes the official street tree species for the city. No species other than those included in this list may be planted as street trees without written permission of the board.



#### **MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

Monday, June 2, 2025 at 6:00 PM Board Chambers, City Hall, 101 Court St.

#### **MINUTES**

Small trees	Medium trees	Large trees
Apricot	Ash, Green	Coffee tree, Kentucky
Crabapple, Flowering (sp)	Hackberry	Maple, Silver
Dogwood, Flowering	Honey Locust (thornless)	Maple, Sugar
Golden Rain Tree	Linden or Basswood (sp)	Oak, Burr
Hawthorne (sp)	Mulberry, Red (fruitless, male)	Sycamore
Redbud	Oak, Red	London Plane Tree
Soapberry	Japanese Pagoda Tree	Cottonwood (Cottonless, male)
Japanese Lilac Tree	Pecan	
Peach, Flowering	Birch, River	
Purple Leaf Plum	Persimmon	
Serviceberry	Poplar, White	
	Sassafras	

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

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

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

FIRST READING: June 2, 2025.

SECOND READING: June 2, 2025.

PASSED AND APPROVED this 2nd day of June, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.



#### MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 2, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### **MINUTES**

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)

Mayor

Angela Birk (signed)

City Clerk

Motion to Authorize the City staff to

Prepare an application on behalf of the

City of Jackson, Missouri, requesting the)

Rezoning of tracts of land on North High)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to authorize the City staff to prepare an application on behalf of the City of Jackson, Missouri, requesting the rezoning of tracts of land on North High Street, from R-2 (Single-Family Residential) District to C-3 (Central Business) District. Ayes-8; Nays-0; Absent-0.

Resolution No. 2025-02 a Resolution )
Supporting a Transportation Alternatives)
Program grant application to the )
Missouri Department of Transportation )
For the Hubble Creek Recreation Trail )
Project, Phase 3

Street, from R-2 District to C-3 District )

Motion made by Alderwoman Liley, seconded by Alderman Unger, to support a Transportation Alternatives Program grant application to the Missouri Department of Transportation for the Hubble Creek Recreation Trail Project, Phase 3. Ayes-8; Nays-0; Absent-0.

**RESOLUTION NO. 2025-02** 

#### **RESOLUTION**

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, EXPRESSING SUPPORT OF A TRANSPORTATION ALTERNATIVES PROGRAM APPLICATION TO THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR THE HUBBLE CREEK RECREATION TRAIL PROJECT, PHASE 3.

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;



#### **MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

Monday, June 2, 2025 at 6:00 PM Board Chambers, City Hall, 101 Court St.

#### **MINUTES**

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 Transportation Alternatives Program (TAP) funding from the Missouri Department of Transportation (MoDOT) for construction of the northern portion of this phase; 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:

- The City, through its Mayor and Board of Aldermen, does hereby express and confirms its support for the submittal of a Transportation Alternatives Program application to the Missouri Department of Transportation for the funding of the northern portion of the Hubble Creek Recreation Trail Project, Phase 3.
- This Resolution shall be submitted as soon as practical upon its passage to the Missouri Department of Transportation, 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.



#### MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 2, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### **MINUTES**

PASSED AND APPROVED this 2<sup>nd</sup> day of June, 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

Ordinance No. 25-56 Re: To Authorize )
The Mayor to execute a Corrective Deed)
Of Dedication, relative to the Cane )
Creek Road Right of Way

The matter of authorizing the Mayor to execute a Corrective Deed of Dedication, relative to the Cane Creek Road Right of Way, came on for consideration. Alderwoman Liley introduced Bill No. 25-58, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI TO EXECUTE A CORRECTIVE DEED OF DEDICATION BY AND BETWEEN THE CITY AND THE CITY OF JACKSON, MISSOURI; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-58 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. 25-58 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. 25-56 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; Alderwoman Young-aye; Alderman Unger-aye; Alderwoman Williams-aye; Alderwoman Liley-aye; and Alderman Stroder-aye.

BILL NO. 25-58 ORDINANCE NO. 25-56

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI TO EXECUTE A CORRECTIVE DEED OF DEDICATION BY AND BETWEEN THE CITY AND THE CITY OF JACKSON, MISSOURI; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have heretofore been presented a Deed 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 the conveyance of said Deed.

Item 3.

#### CITY OF JACKSON



#### **MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

Monday, June 2, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### **MINUTES**

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the conveyance of the Deed attached hereto and incorporated herein as if fully set forth between the City of Jackson, Missouri, a municipal corporation and the City of Jackson, Missouri, a municipal corporation. It is the belief of the Mayor and Board of Aldermen of the City of Jackson, Missouri that it is in the best interests of the citizens of the City of Jackson, Missouri, that the City enter into said Deed.

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

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby authorized and directed to attest the signature of the Mayor on the attached Deed.

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

FIRST READING: June 2, 2025.

SECOND READING: June 2, 2025.

PASSED AND APPROVED this 2nd day of June, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
ATTEST:
Mayor

Angela Birk (signed) City Clerk

Ordinance No. 25-57 Re: To Accept the ) Corrective Deed Of Dedication, relative ) To the Cane Creek Road Right of Way )



#### MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 2, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### **MINUTES**

The matter of accepting a Corrective Deed of Dedication, relative to the Cane Creek Road Right of Way, came on for consideration. Alderwoman Liley introduced Bill No. 25-59, being for an ordinance entitled as follows:

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

On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-59 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-59 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. 25-57 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderwoman Young-aye; Alderman Unger-aye; Alderwoman Williams-aye; Alderwoman Liley-aye; and Alderman Stroder-aye.

BILL NO. 25-59 ORDINANCE NO. 25-57

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

WHEREAS, **The City of Jackson, Missouri**, deeded to the City of Jackson, Missouri, the property described in the Corrective Deed of Dedication, attached hereto.

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

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

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

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

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

FIRST READING: June 2, 2025.



City Clerk

## MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 2, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

## **MINUTES**

-	<b>,</b>
ATTEST:	 Mayor
Liley, it is ordered that the Board no contracts in accordance with Section accordance with Section 610.021(1) F with Section 610.021(3) and Section 61 the adjournment of the closed sessi Seabaugh-aye; Alderman Stroder-a	n a motion by Alderman Fraley, seconded by Alderwoman w convene into closed session for one item relative to n 610.021(12) RSMo, one item relative to litigation in RSMo, and one item relative to personnel in accordance 10.021(13) and that the meeting will stand adjourned upon ion. On roll call: Alderwoman Williams-aye; Alderman uper-aye; Alderwoman Young-aye; Alderman Unger-aye; and Alderman Fraley-aye. Ayes-8; Nays-0;
Motion to Proceed into Closed Session and to Adjourn the Meeting	1 ) )
Returned to Open Session at 6:31 P.M	1., from Study Session.
Motion made by Alderman Frale at 6:14 P.M., to convene to the Study \$	ey, seconded by Alderwoman Liley, to recess the meeting Session. Ayes-8; Nays-0; Absent-0.
Motion to Recess the Meeting to Study Session	)
session for one item relative to contra item relative to litigation in accordance personnel in accordance with Section	, ,
City Administrator Matthew Winters requests Closed Session	) )
Angela Birk (signed) City Clerk	
ATTEST:	By: Dwain L. Hahs (signed) Mayor
(SEAL)	Dur Durain I. Haba (airmed)
	CITY OF JACKSON, MISSOURI
abstentions and 0 absent.	
PASSED AND APPROVED this	s 2nd day of June, 2025, by a vote of 8 ayes, 0 nays, 0
SECOND READING: June 2, 20	025.

# **CITY COLLECTOR'S REPORT FOR MAY 2025**

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,109,121.17	279,799.80	232,307.66	68,463.08	-	1,689,691.71
Penalties	7,578.70	1,936.86	1,538.15	454.29	-	11,508.00
Sales Tax	31,176.68	8,219.86	-	-	-	39,396.54
Disconnect Fees	2,999.81	-	-	-	-	2,999.81
Returned Transaction Fees	540.00	-	-	-	-	540.00
Customer Relocation Fees	-	-	-	-	375.00	375.00
Trash Stickers	-	-	-	1,864.00	-	1,864.00
UTILITY COLLECTIONS	1,151,416.36	289,956.52	233,845.81	70,781.37	375.00	1,746,375.06
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,151,416.36	289,956.52	233,845.81	70,781.37	375.00	1,746,375.06
Business/Contractor Licenses	-	-	-	-	715.00	715.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	715.00	715.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	840.12
Cash in bank	-	-	-	-	-	1,747,930.18
Missouri Sales Tax payment	(31,176.68)	(8,219.86)	-	-	-	(39,396.54)
TO CITY TREASURER					\$	1,708,533.64

Respectfully Submitted,

City Collector



# CITY CLERK'S REPORT FOR THE MONTH OF MAY, 2025

Sale of Merchandise 0.00 Pole Rental 0.00 **Electric Meters** 1,000.00 Electric Service Lines 1,600.00 Returned Check Fees 0.00 **URD Services** 7,255.25 Sales Tax Commission 856.71 Labor and Equipment Use 0.00 Miscellaneous-Scrap Metal 914.40

TOTAL 11,626.36

#### **WATER & SEWER**

WATER

Water Taps & Water Meters 4,845.00
Sale of Merchandise 0.00
Miscellaneous-Scrap Metal 0.00

TOTAL 4,845.00

WASTEWATER

Wastewater Miscellaneous 0.00 Industrial Discharge Permit 450.00

TOTAL 450.00

#### **GENERAL REVENUE**

**Building Permits** 2,106.32 **Electric Permits** 340.00 **Gas Permits** 140.00 Plumbing/Sewer Permits 340.00 Sewer Tap Permits 720.00 Public Hearing & Plat Recording 307.00 Stormwater Review Fees 175.00 Street Repair or Mowing 0.00 Gas Franchise 14,860.25 Sale of Merchandise 0.00 Community Room 0.00 Cable TV Franchise 0.00 668.20 Copies Telephone Franchise Fees 8,453.56 Fire Cost Recovery 0.00 Interest Earned 0.00 Returned Check - Clerk 0.00 Jail Expense Reimbursement 0.00 Cell Tower Rental 1,216.70 Health Insurance Reimbursement 47.28 Street Repair or Scrap Metal 0.00

TOTAL 29,374.31

#### LANDFILL

 Refuse Collections
 0.00

 Recyclables
 2,253.22

 E-Cycle TV/Monitor Fees
 420.00

 Royalties
 0.00

TOTAL 2,673.22

#### **CEMETERY**

 Sale of Lots
 5,500.00

 Sale of Niches
 0.00

 Grave Openings
 5,425.00

 Niche Openings
 0.00

 Weekend/Holiday Grave Openings/Inurnments
 0.00

 Disinterments/Disinurnments
 0.00

**TOTAL** 10,925.00

**PARK** 

Misc. Park Rentals 200.00 Rent - Howard St. House 1,237.50 **Ballfield Rentals** 920.00 **Pavilion Rentals** 700.00

> 3,057.50 **TOTAL**

**PARK FOUNDATION** 

**Donations** 5,500.00 Civic Center Donations 0.00

> **TOTAL** 5,500.00

RECREATIONAL DEVELOPMENT

28.00 Pool Concession Receipts Swimming Pool Gate Receipts 185.00 Pool Lessons 1,435.00 Pool Pass 490.00 Pool Special 100.00 Basketball Entry Fees 0.00 Basketball Sponsor Fees 0.00 Softball Entry Fees 1,410.00 400.00 Softball Sponsor Fees Softball Tournament Fees 0.00 Volleyball Entry Fees 0.00 Reimb./Donations/Special Events 0.00 **Baseball Concessions** 0.00 Baseball Entry Fees 10.00 Baseball Sponsor Fees 0.00 Soccer Fee 0.00 Soccer Allstar 15,400.00 Soccer Sponsor 0.00

> **TOTAL** 19,458.00

**STORMWATER MAINTENANCE FUND** 

Stormwater Credit 0.00 Stormwater Maintenance 928.58

> **TOTAL** 928.58

**TRUST & AGENCY** 

July 4th Receipts 725.00 Farmers Market Fees

0.00

**TOTAL** 725.00

**HEALTH INSURANCE FUND** 

Health Insurance Reimbursement 2,670.25

2,670.25 **TOTAL** 

**INMATE SECURITY FUND** 

Inmate Security Court Costs 0.00

**TRANSPORTATION SALES TAX** 

Rent - Donna Drive Extension 1,009.28

**TOTAL** 1,009.28

**RECREATIONAL SALES TAX FUND** 

Civic Center Rentals 7,291.25 Civic Center Programs 3,825.00 Civic Center Membership Fees 0.00 Civic Center Entry Fees 1,061.00 Civic Center Concessions 73.75

> 12,251.00 **TOTAL**

**CDBG** 

CDBG - CDBG Rev 0.00

**TOTAL** 

REPORT TOTAL 105,493.50 Item 5.

# Water & Light Deposit Accounts

MAY, 2025

**Beginning Balance May 1, 2025:** \$264,497.14

**TOTAL DEPOSITS** \$15,231.54 **TOTAL REFUNDS** \$11,609.98

**Ending Balance May 31, 2025:** \$268,118.70

Balance Consists of :

Checking Account for US Bank Investments

\$58,118.70 \$210,000.00

\$268,118.70

Item 5.

FUND	FUND BALANCES 05-01-2025	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 05-31-2025	INVESTMENTS	CASH BALANCE 05-31-2025
ELECTRIC FUNDS							
Operation & Maintenance	-	1,192,078.33	(41,578.73)	1,150,499.60	-	-	-
Electric Surplus Fund	3,112,489.13	-	17,524.97	15,827.70	3,114,186.40	1,436,000.00	1,678,186.40
Electric Capital Projects Fund	4,711,557.70	-	-	=	4,711,557.70	3,405,000.00	1,306,557.70
WATER & SEWER FUNDS							
Water Operation & Maint.	-	321,647.36	(189,567.49)	132,079.87	-	-	-
Water Revenue Bond Fund	622,516.06	-	161,653.75	306,792.28	477,377.53	-	477,377.53
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	11,781,961.44	3,207.39	183,116.15	26,215.58	11,942,069.40	9,413,128.60	2,528,940.80
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.	-	239,907.05	(177,755.23)	62,151.82	-	-	-
Wastewater Replacement Fund	1,060,919.04	7,665.11	-	-	1,068,584.15	859,171.63	209,412.52
Wastewater Capital Projects	399,362.00	-	-	-	399,362.00	-	399,362.00
Wastewater Revenue Bond Fund	115.52	-	-	-	125,565.52	-	125,565.52
W & S Construction Fund	3,019,972.83	-	-	13,682.91	3,006,289.92	2,250,000.00	756,289.92
General Revenue Fund	754,837.12	2,194,601.77	(96,385.53)	2,700,590.44	152,462.92	137,765.95	14,696.97
Landfill Fund	838,459.07	95,234.41	(7,338.90)	152,615.36	773,739.22	610,000.00	163,739.22
Cemetery Fund	1,037,526.05	24,201.15	(5,076.60)	21,007.78	1,035,642.82	652,000.00	383,642.82
City Park Fund	321,021.90	5,371.97	(6,852.60)	59,015.74	260,525.53	-	260,525.53
Public Park Foundation Fund	234,296.32	9,577.19	-	12,163.50	231,710.01	65,000.00	166,710.01
Recreational Development Fund	242,883.46	19,458.00	-	32,340.07	230,001.39	-	230,001.39
Band Fund	0.00	1,425.12	-	1,425.13	(0.01)	-	(0.01)
ARPA Fund	849,295.32	-	-	58,085.39	791,209.93	775,000.00	16,209.93
Road Use Tax Fund	989,343.99	87,507.80	-	-	1,076,851.79	532,038.18	544,813.61
Stormwater Maintenance Fund	314,003.29	4,135.97	-	-	318,139.26	209,000.00	109,139.26
Trust and Agency Fund	916,439.46	26,165.67	12,871.62	30,052.93	925,423.82	582,740.60	342,683.22
Health Insurance Fund	1,343,070.25	22,262.53	150,232.89	184,980.05	1,330,585.62	1,045,000.00	285,585.62
Inmate Security Fund	17,965.12	80.00	-	-	18,045.12	-	18,045.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	1,809,840.18	120,203.16	-	6,031.02	1,924,012.32	1,470,455.27	453,557.05
Transportation Capital Projects Fund	622,845.17	-	-	-	622,845.17	-	622,845.17
Sales Tax Fund	1,654,608.90	260,392.59	-	-	1,915,001.49	1,357,527.98	557,473.51
Recreation Sales Tax Fund	188,413.84	70,501.20	(844.30)	27,556.45	230,514.29	50,000.00	180,514.29
Public Safety Sales Tax Fund	117,492.76	116,386.00	-	-	233,878.76	-	233,878.76
Fire Protection Sales Tax Fund	61,641.63	58,250.16	-	-	119,891.79	-	119,891.79
Capital Projects Construction Fund	2,702,804.67	-	-	271,217.52	2,431,587.15	2,390,000.00	41,587.15
Economic Dev. Reserve Fund	994,771.03	-	-	-	994,771.03	850,000.00	144,771.03
CDBG Grant Fund	57,345.75	-	-	13,242.40	44,103.35	-	44,103.35
I-55 Corridor Special Alloc. Fund	3,372.59	-	-	-	3,372.59	-	3,372.59
TOTALS	42,135,209.16	4,880,259.93	(0.00)	5,277,573.54	41,863,345.55	28,964,828.21	12,898,517.34

Respectfully Submitted,

Angela Birk, City Clerk/Treasurer

General Account 11,184,691.63
Collectors Account 1,708,533.64
Equitable Sharing Fund 3,617.07

Cash on Hand

TOTAL 12,898,517.34

1,675.00



# City of Jackson

**MEMO TO:** 

The Honorable Mayor Dwain Hahs and

Members of the Board of Aldermen

FROM:

Rodney Bollinger, Director of Administrative Services

DATE:

June 13, 2025

**SUBJECT:** 

Waiver of Noise Ordinance at 542 West Independence Street

Elks Lodge Luau

The Elks Lodge is specifically requesting a waiver of the City's noise ordinance for this special event permit. When a customer asks for an exception from the noise ordinance, the City staff sends it to the elected officials for a vote. In the past, the Mayor and Board of Aldermen have approved similar waivers for contractors and special events. Unless the Board votes to waive the application of the noise ordinance, the Jackson Police Department have no other option but to enforce the code during the event if there are complaints.

A waiver of the noise ordinance to the Elks has been approved annually since 2023. Their 2022 event resulted in a shutdown due to noise complaints from the neighbors. That night, the neighbors reported loud music and party noise to the JPD, and since the Elks didn't have a special event permit or Board approval to exceed the noise level, they had to shut down.

Attached please find a copy of the special event permit application for this event.

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.

# rbollinger@jacksonmo.org

From:

abirk@jacksonmo.org

Sent:

Wednesday, May 28, 2025 2:11 PM

To:

rbollinger@jacksonmo.org

Subject:

FW: Online Form Submittal: Special Event Permit Application

#### Angela Birk

City Clerk/Treasurer
City of Jackson
101 Court Street
Jackson, MO 63755

Phone: 573-243-3568 x2020

Fax: 573-204-8292 abirk@jacksonmo.org www.jacksonmo.org

**From:** noreply@civicplus.com <noreply@civicplus.com>

Sent: Tuesday, May 27, 2025 3:48 PM

To: clerk@jacksonmo.org; rbollinger@jacksonmo.org

Subject: Online Form Submittal: Special Event Permit Application

# Special Event Permit Application

#### **Applicant Information**

All Special Event Permit Applications for events are to be filed at least fourteen (14) days prior to initial advertisement of the event. Events requesting use of the Leist Memorial Band Shell or pyrotechnics must be submitted at least thirty (30) days prior to the initial advertisement of the event.

Submission of the application does not constitute approval of the permit. A permit will be issued to the applicant upon City approval.

Applicant Name	Nicole Lynne Sweeney
Email Address	nlcook21s@hotmail.com
Address	3429 State Highway Ff
City	Jackson

State	MO	
Zip Code	63755	
Phone Number	5739878000	
Business or Organization Name	Jackson Elks	
Event Contact Name	Nicole Sweeney	
Event Contact Person Phone Number	5739878000	
Event Contact Person Email Address	nlcook21s@hotmail.com	
Event Information		
Event Name	Jackson Elks Luau	
Is this a new event?	Yes	
Type of Event	Other	
Other	Membership drive	
Event Description	Games and music for all ages	
Anticipated Attendance	150	
Event Date	6/21/2025	
Event Setup/Cleanup Time	8:00 AM - 11:45 PM	
Event Time	1:00 PM - 11:00 PM	
Property/Location Information		
Address	542 West Independence st Jackson Mo	
Event Activities and Organization		

Answer "Yes" or "No" to indicate if any of the following will be part of the event.

Closure or blockade of city street(s)?	No
Outdoor loud speaker use?	Yes
Temporary electric power hookups needed?	No
Temporary water hookups needed?	No
Park band shell requested?	No
Alcoholic beverages sold by event organizers or participating vendors/sponsors/others?	Yes
Alcoholic beverages served at no charge by event organizers or participating vendors/sponsors/others?	No
Alcoholic beverages allowed as BYOB (Bring Your Own Beverage) with open containers?	No
Beer/wine garden?	No
Tents (excluding canopies open on all sides)?	No
Carnival rides, inflatable rides, or animal rides?	No
Animal shows, parades, displays or activities?	No
Temporary restroom facilities located on city street, sidewalk, park, or other city property?	No
Private security?	No
Private trash disposal provided?	Yes
If yes, name of firm:	Field not completed.

Food and/or beverage sales?	No
Merchandise sales and/or sales of services?	No
Pyrotechnics or fireworks?	No

#### Required Documentation/Fees

#### 1) Site Plan

For events other than those contained within a park pavilion - attach a detailed site plan for the proposed location showing all applicable event facilities and activities. Site plan should include the entire location to be utilized by the event and include:

- Requested street closure blockade locations.
- Emergency vehicle access (blocked streets require maintenance of an 18' wide fire lane containing no parked vehicles, trailers, stages, vendor booths, tents, etc. (Some temporary, lightweight tables and chairs may be allowed to encroach into fire lane, upon approval of the Fire Marshal.)
- Merchandise/service vendor locations (specific names of vendors not required on site plan)
- Food vendor locations (specific names of vendors not required on site plan)
- Location of rides and other attractions/activities, and all tent locations (vendor locations are assumed to possibly include pop-up canopies and are not required to be shown separately as tents).
- Stage locations/lighting plans/sound system locations.
- A complete list of all vendors selling merchandise, services, or food/beverage at the event, including their contact information.
- For parades and run/walks, a map of the entire route, staging area, starting and finish lines.
- Any other pertinent features of the event.

Site plan upload	Field not completed.
2) For events including the sale of alcohol:	Messenger creation ABC4679A-DF09-43D9-A9DF-38BE382FB03F.jpeg

3) Only for events including the sale of alcohol:

A City of Jackson Temporary Caterer's or Picnic License for the sale of intoxicating beverages is required. Please submit the required \$10 license fee to the City Clerk's office along with the application for

this license, if applicable. This license will be issued to the applicant/organization for the event.

4) Only for event applicants/organizations selling food, beverages, merchandise, or services at the event:

A current City of Jackson vendor's license is required for the organization, unless the organization is a non-profit corporation or the business already has a City of Jackson Business License. Please submit a completed City of Jackson Business License Application, Missouri Certificate of No Tax Due

(<a href="http://dor.mo.gov/tax/business/sales/notaxdue/">http://dor.mo.gov/tax/business/sales/notaxdue/</a>), and required license fee for application for this license.

5) For all events involving businesses, organizations, or not for profits, and for all events selling alcoholic beverages or providing alcohol free of charge:

Field not completed.

# **Applicant Responsibilities**

- 1. The applicant is responsible for maintaining lawful use of any location and/or facilities, and must report immediately to the Jackson Police Department any illegal activity or disturbance occurring at the event.
- 2. The applicant is responsible for the care of any city-provided barricades, utility equipment, and other city-provided items before, during, and after the event. Street barricades will be provided on site, and are to be set in place by the applicant no sooner than the beginning of the approved street closure time, and must be removed to the side of streets no later than the ending of the approved street closure time.
- 3. The applicant is expected to contact adjacent property owners and obtain their consent to any street closure requests which temporarily restrict access to any private property.
- 4. The applicant is responsible for restoring the area to a presentable appearance immediately upon the close of the event.

Site inspections may occur prior to or during the event by City staff. Failure to obtain the required permit and/or failure to abide by the conditions of an issued permit, or to abide by City ordinances or state or federal law may result in revocation of the permit and/or closure of the event.

#### HOLD HARMLESS AGREEMENT:

To the fullest extent permitted by law, applicant agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of applicant its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the applicant or anyone for whose acts the applicant may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

Signature:	Nicole Sweeney
Date of Application	5/27/2025

Email not displaying correctly? View it in your browser.

#### CITY OF JACKSON COMMITTEE APPOINTMENTS

#### 2025 Dwain L. Hahs, Mayor



5 Year Terms

2027

Power, Light & Water Committee

David Reiminger - Chairman, President of the Board of Aldermen Mike Seabaugh

Steve Stroder

Shana Williams

Pla	nning & Zoning Cor	mission 4 Year Terms
	(Meets 6:00 P.M. 2	nd Wednesday)
1.	Harry Dryer	2029
2.	Heather Harrison	2029
3.	Russ Wiley	2028
4.	Angelia Thomas	2028
5.	Anthony Koeller	2027
6.	Michelle Weber	2027
7.	Tina Weber	2026
8.	Bill Fadler	2026
9.	Travis Niswonger	2026
	Eric Fraley	Alderman Assigned
	Steve Stroder	Alderman Assigned
	Mike Seabaugh	Alderman Assigned
	Larry Miller	Building & Planning Manager

Par	k Board	3 Year Terms
	(Meets 6:00 P.M., 2nd Monday)	
1.	Darin Pettit	2028
2.	Robert Lichtenegger	2028
3.	Cathy Reiminger	2027
4.	Cherie Harris	2027
5.	David Seabaugh	2027
6.	Michelle Flath	2026
7.	Luke Dry	2026
8.	Mandi Gard	2026
9.		
	Katy Liley	Alderwoman Assigned
	Mark Unger	Alderman Assigned
	Jason Lipe	Parks & Rec Director

His	storic Preservation Commission	3 Year Terms
	(Meets 6:30 P.M., 2nd Thursday)	
1.	Sara Appel	2028
2.		2028
3.	Marybeth Niederkorn	2027
4.	T. Wayne Lewis	2026
5.		
	David Reiminger	Liaison Member

Building & Planning Manager

Larry Miller

Street, Sewer & Cemetery Committee Katy Liley - Chairwoman Eric Fraley Mark Unger Wanda Young

Community Outreach Board	3 Year Terms
(Meets 6:00 P.M., 2nd Monday)	
Cindy Lichtenegger	2028
2. David Hitt	2028
3. Alynda Smithey	2027
4. Andrea Talley	2027
5.	2027
6.	2027
7.	2027
8.	2027
9.	2027
10. Marco Otten	2026
11. Ted Clark	2026
12. Ron Cook	2026
13. Sandy Penzel	2026
14. Laura Dumey	2026
15.	
Wanda Young	Alderwoman Assigned
Shana Williams	Alderwoman Assigned
Jason Mouser	Fire Chief
James Humphreys	Police Chief
Jason Lipe	Parks & Rec Director

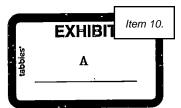
#### Zoning Board of Adjustment

4. Matt Winters, City Administrator

	(Meets 5:30 P.M., 4th Thursday, when requested)	
1.	Wade Bartels	2030
2.	Kenneth White	2029
3.	Brent Wills	2028
4.	Jason Liley	2027
5.	Kevin Schaper	2026
		Alternate, 2029
		Alternate, 2028
	T 3.6	

Lynette Moore	Alternate, 2027
Larry Miller	Building & Planning Manager
Economic Development Board	3 year terms
(Meets every other month)	
1. John Thompson, City Citizen at Large	2028
2. Tim Goodman, County Citizen at Large	2028
3. Mayor Hahs	2027

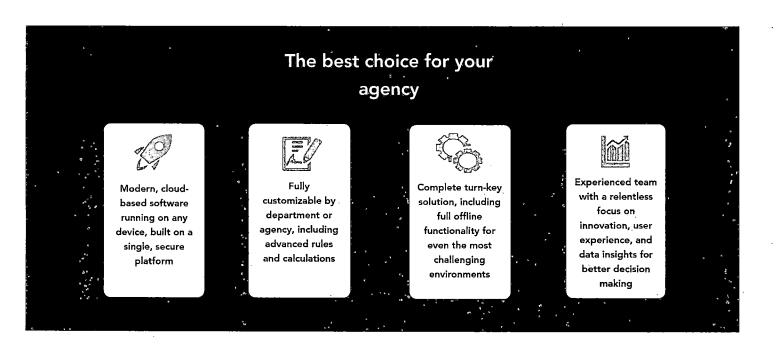
5. Dave McMullin, County Citizen at Large	2027
6. Kaci Hubbard, UJRO Representative	2027
7. Steve Stroder, Board of Aldermen Representative	2026
8. Mike Seabaugh, Board of Aldermen Representative	2026
9. Janna Clifton, Jackson Chamber of Commerce Rep	2026
10. Keenan Kinder, JR2 Admin	2026





# **Emergency Networking**

# **BID PROPOSAL**



Created by:

Prepared for:

**Aaron Culwell** 

**Jason Mouser** 

**Emergency Networking** 

Jackson



# A NOTE FROM OUR CEO:

Dear: Jason Mouser

I would like to thank you for giving us an opportunity to demonstrate what we can do for your department with our turn-key Fire and EMS records management software. We truly recognize the effort required to do your homework, evaluate all the options, request demos, compare the products and go through the challenges of changing your fire records management software and we are dedicated to making the transition as smooth as possible.

Emergency Networking has been founded by firefighters and technologists and has worked hard to grow and make the best product on the market through a relentless focus on the user experience and meeting the administration's reporting and management needs.

There has been significant consolidation in the first responder software market in the past couple of years and it seems as if the focus is on shutting down software platforms and "NOT" on the customer. We are dedicated to providing superior customer service and response to your individual needs and will continue to get feedback from our customers to influence our product roadmap.

Many of our employees have experience in the fire and EMS industry, including our founder Chris Schultheis as well as several personnel from our Support, Implementation and Sales teams.

Enclosed you will find a pricing package based on your needs. Please let your salesperson know if you see any errors or need clarification on the proposal. In addition, if you are ready to move forward, we have included our standard contract agreement.

At Emergency Networking we work hard to keep you a customer for life. My door is always open, if you have a suggestion or concern please don't hesitate to call or email so we can address your issue and work to exceed your expectations.

Sean Ramsey

# Sean Ramsey

CEO Emergency Networking



Quote Expiration Date:

Billing Cycle Start Date:

09 / 30 / 2025

10 / 01 / 2025

# Quote:

Annual Fees (Charges)	QTY	Price	DiscountSubtotal
Fire Suite (Volunteer)	1	\$3,995.00	-\$600.00\$3,395.00
Fire Suite Contains ~			
Fire/Exposures, Training,			
Properties, Inspections, Permit	s,	•	
Events, Hydrants, Truck Check	s,		
Inventory & Maintenance, Daily	,		•
Log, Fuel Tracker, Crew Sched	ule,		
Document Library, Personnel			
Management, Insights (Reporti	ng &		
Ad Hoc Reporting) & Google			
Mapping			
EPCR Package	1	\$3,000.00	-\$150.00\$2,850.00
EPCR Package Contains (EMS \	Veb		
Access + EN Mobile App			
ICC 2021 IFC I-Codes	1	\$350.00	\$0.00\$350.00
2021 I-Codes		·	
	•		
Monitor Interface: LifePack	15 1	\$600.00	\$0.00\$600.00
Monitor Interface - Please read	ch	· .	· · · · · · · · · · · · · · · · · · ·
out to your monitor vendor as			
there may be a cost to integra	te to		
Emergency Networking.			

\$0.00\$500.00

Fire Investigations Module			
			\$7,695.00
One Time Fees (Charges)	:		
Fire Suite/ENCharge ePCR 1	\$1,250.00	-\$500.00\$	750.00
Implementation			
4 Hour New Customer Training -			
Fire Suite/EN Charge ePCR			
			Do refer to the state of the st
(Tier 1) Data Import: Fire Suite 1	\$1,250.00	\$0.00\$	1,250.00
- Excluding Nemsis			
Fire Suite Data Import Includes:			
Properties (PrePlan, Inspections &			
Permits), Training, Hydrant/Flow			
Test, Events,			
Inventory/Maintenance, Events &			
Fuel Tracker) - Excludes Nemsis			
Data			
•			
			\$2,000.00
	·	Subtotal	\$9,695.00
		Total	\$9,695.00

\$500.00

Investigations (Volunteer) 1



Estimated Go Live Date: 01/01/2026

Account Owner Co.	intact information.	
Name:	·	
Phone:		
Email:	·	
Agency Codes:	FDID: 01602 EMSID:	
CAD Setup Informa	tion: (Required if CAD Link was purchased)	,
Name:	· · · · · · · · · · · · · · · · · · ·	
Phone:		
Email:		<u>.</u>
Billing Contact Inform	ation:	
Name:		
Phone:		
Email:		

Account Implementation Contact Information: (If different from Account Owner Contact)

Item	10.

Name: _	·	<u>-</u>		
Phone: _			_	
Email: _				



# A NOTE FROM OUR CUSTOMER SUCCESS TEAM:

Dear: Jason Mouser

Thank you for choosing Emergency Networking & welcome aboard.

In order to get your account activated as quickly as possible, and if purchased your data imports and / or CAD integration, we're going to need your help with some key account and import information which you will find below.

As soon as the "Account Setup" form is completed, the customer success team will begin the process of setting up your account and importing any data requested by your department.

From a timeline and expectations standpoint we think it's helpful to communicate upfront what you can expect.

Below is our standard activation timeline assuming the "Account Setup Form" is received within 24 hours of signature.

- 1. No imports: 72 hours upon receipt of Account Setup Form
- 2. NFIRS imports: 15 business days from receipt of NFIRS data in EXCEL or .CSV format
- 3. NFIRS supplemental data import: 5 business days from the receipt in EXCEL or .CSV format
- 4. Non-NFIRS data imports: 15 business days from receipt of data in EXCEL or .CSV format
- · Please note that if you wish to import your historical NFIRS data, as a company practice, we will not issue next account access until the bulk of the NFIRS data is imported due to

data mapping needs. So, if it's important that you give us a complete data set for import as quickly as possible.

## **Customer Responsibilities:**

- 1. Completing the account setup and data import forms
- 2. Scheduling & attending "initial" kick off call with your Customer Success Manager when contacted
- 3. If importing data, sending data in the proper formats to your Customer Success Manager

#### **Emergency Networking Responsibilities:**

- 1. Setting up your initial "kick off" call within 2 business days of the receipt of your order form & account setup form
- 2. Provide "best practices" data export instructions from your current RMS software
- 3. Review data within 24 hours of receipt and communicate to you with any clarifications, deficiencies or concerns.
- 4. Communicate on a weekly basis the current implementation status on all data imports and hitting the targeted "go live" date
- 5. Scheduling the onboarding training session(s)

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 EMERGENCY NETWORKING, LLC, OF COLUMBUS, OHIO, RELATIVE TO PROVIDING SERVICES FOR CLOUD-BASED RECORDS MANAGEMENT AT JACKSON FIRE RESCUE; 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 **Emergency Networking**, **LLC**, **of Columbus**, **Ohio**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

2

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

City Clerk



# MASTER SERVICE AGREEMENT (MSA)

**Prepared for:** 

**Jason Mouser** 

**Jackson** 



## MASTER SERVICE AGREEMENT (MSA)

This Service Agreement (this "**Agreement**") is entered into as of this date by and between Emergency Networking, Inc., a Delaware Corporation, located at:

Emergency Networking PO Box 20559 Columbus, OH, 43220

and with,

City of Jackson, Missouri ("Customer") 101 Court St. Jackson, Missouri, 63755

This Agreement governs Customer's use of the cloud-based, EMS and fire reporting and related modules as known as "Aldrin", (the "Service"). The Service permits EMS and Fire Departments to input, collect, store, share, report and otherwise use data and the use of our Aldrin software platform entered by Customer or its representatives (all such data, "Customer Data") and generate documentation and reports for compliance, tracking and reporting purposes. The Service is offered through an html-based Internet website (the "Site") as well as a mobile application.

## 1. REGISTRATION AND ACCOUNT SECURITY

In order to use the Service, Customer must register an account with Emergency Networking. Customer represents that it has provided, and will provide, current, accurate and complete information (including information about Customer's users) in all account-related registration materials. Customer agrees to maintain the security of all usernames, passwords and other log-in information relating to Customer's access to the Service and Customer's account. Customer agrees to promptly provide Emergency Networking with notice of any information necessary to keep Customer's account information accurate, current, and complete. ANY PERSON WITH USERNAMES, PASSWORDS OR OTHER LOG-IN INFORMATION RELATING TO CUSTOMER'S ACCOUNT MAY BE ABLE TO ACCESS CUSTOMER DATA. CUSTOMER ASSUMES ALL RISKS OF UNAUTHORIZED ACCESS OF CUSTOMER'S ACCOUNT BASED ON SHARING OR LOSS OF SUCH USERNAMES, PASSWORDS AND LOG-IN INFORMATION. Customer agrees to promptly provide notice to Emergency Networking if Customer discovers or suspects any security breaches relating to the unauthorized use or disclosure of Customer's username(s), password(s) or log-in information.

## 2. PROPRIETARY RIGHTS AND LICENSES

#### 2.1 RESERVATION OF RIGHTS

Subject to the limited rights expressly granted hereunder, Emergency Networking and its licensors reserve all of its/their respective right, title and interest in and to the following (collectively, the "Emergency Networking Property"): (a) the Service, the Site, all components of the mobile application functionality, all other software, hardware, technology, documentation and information provided by Emergency Networking in connection with the Service: (b) all ideas, know-how, and techniques that may be developed, conceived or invented by Emergency Networking during the performance of the Service under this Agreement; and (c) all worldwide patent, copyright, trade secret, trademark or other intellectual property rights in and to the property described in subsections 2.1(a) and (b) hereof. Subject to the rights granted to Emergency Networking in Section 2.2, Customer owns and retains all right, title and interest in and to the Customer Data and all intellectual property rights therein.

#### 2.2 License to Use Service.

Subject to the terms of this Agreement, Emergency Networking hereby grants to Customer a non-exclusive, non-transferrable, worldwide license during the Service Term (defined herein) to access and use the Service solely for Customer's legitimate business purposes as contemplated by this Agreement.

#### 2.3 License to Use Customer Data.

Subject to the terms of this Agreement, Customer hereby grants to Emergency Networking and its Affiliates a non-exclusive, worldwide, limited license during the Service Term to host, copy, transmit, display and use all Customer Data as necessary to provide the Service in accordance with this Agreement. Neither Emergency Networking nor its Affiliates acquire any right, title or interest from Customer under this Agreement in or to any Customer Data. As used herein, the term "Affiliates" means one or more providers of necessary services used by Emergency Networking and made available to Customer for purposes of providing the Service. An example of an "Affiliate" for such purposes is the third-party data hosting provider used by Emergency Networking for cloud-based data storage pertaining to Customer Data submitted by Customer when Customer uses the Service (currently, Amazon Web Services). Emergency Networking may, in its reasonable discretion, change Affiliate relationships during the Service Term.

#### 2.4 Data De-Identification:

We may De-Identify your Information and use and disclose De-Identified Information for any purpose whatsoever. We may create limited data sets from your information and disclose them for any purpose for which you may disclose a limited data set; and you hereby authorize us to enter into data use agreements on your behalf for the use of limited data sets, in accordance with applicable law and regulation. In consideration of our provision of the Services, you hereby transfer and assign to us all right, title and interest in and to all De-Identified Information that we make from your Information. You agree that we may use, disclose, market, license and sell such De-Identified Information for any

purpose without restriction, and that you have no interest in such information, or in the proceeds of any sale, license, or other commercialization thereof. You acknowledge that the rights conferred by this Section are the principal consideration for the provision of the Services, without which we would not enter into this Agreement.

#### 2.5 Restrictions.

Except as expressly permitted in this Agreement, Customer shall not directly or indirectly: (a) access, use, sell, distribute, sublicense, broadcast or commercially exploit any of the Emergency Networking Property or any rights under this Agreement; (b) introduce any infringing, obscene, libelous, or otherwise unlawful data or material into the Service; (c) copy, modify or prepare derivative works based on Emergency Networking Property; (d) reverse engineer, decompile, disassemble or attempt to derive source code from any Emergency Networking Property; or (e) remove, obscure, or alter any intellectual property right or confidentiality notices appearing in or on any aspect of any Emergency Networking Property.

## 3. FEES.

#### 3.1 Fees for Service.

As consideration for the license to use the Service granted hereunder, Customer will pay all fees specified during the account registration process, on a recurring or other basis as established at such time, all as set forth in Bid Proposal, attached hereto.

#### 3.2 Invoicing and Payment.

Emergency Networking bills recurring fees on a monthly basis or annual basis, based the number of modules selected on flat annual monthly or annual fee. Invoiced charges are due net 30 days from invoice date. Customer is responsible for providing complete and accurate billing information to Emergency Networking and notifying Emergency Networking of any changes to such information.

#### 3.3 Overdue Payments.

If Emergency Networking does not receive an invoiced amount by the due date, then, without limiting Emergency Networking's rights or remedies, (a) such overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Emergency Networking may condition future subscription renewals on payment terms and methods shorter than those specified herein, including pre-payment or payment by credit card or electronic transfer.

#### 3.4 Suspension of Service.

If any amount owed by Customer under this Agreement is 30 or more days overdue, Emergency Networking may, without limiting its rights and remedies, accelerate the entire unpaid fee obligations hereunder so that all of Customer's obligations become immediately due and payable, and suspend

the Service to Customer until such amounts are paid in full. Emergency Networking shall provide Customer with at least 10 days prior notice that Customer's account is overdue before suspending the Service.

#### 3.5 Taxes.

Emergency Networking's fees do not include taxes, levies, duties or similar governmental assessments of any nature (including for example, sales, use, ad-valorem, value-added or withholding taxes). Customer is responsible for paying all taxes associated with Customer's use of the Service. If Emergency Networking has a legal obligation to pay or collect taxes for which Customer is responsible under applicable law, Emergency Networking will include such taxes in its invoices, and Customer will pay such taxes in addition to the fees for the Service, unless Customer provides Emergency Networking with a valid exemption certificate authorized by the appropriate taxing authority.

## 4. TERM AND TERMINATION

#### 4.1 Service Term.

The term of this Agreement (the "Service Term") will commence when Customer registers for the account specified in Section 1 and will continue until terminated in accordance with this Agreement. The term of the subscription period for the Service will be for **12 Months**. Service Term subscriptions will automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other written notice of non-renewal at least 60 days before the end of the relevant subscription term. Fees during any annual automatic renewal term will not increase by more than **5**% from the immediately prior term. Any special terms (In Section 12) listed below that modify the term length & price increases will supersede the language in this section.

## Customer Initials (Agreeing to Service Term)

#### 4.2 Termination.

A party may terminate this Agreement for cause (a) upon 30 days' notice to the other party of a material breach if such breach remains uncured at the expiration of such 30-day period; or (b) immediately if the other party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors

#### 4.3 Customer Data Portability and Deletion.

Upon request made by Customer made within 60 days after the effective date of any termination of this Agreement or expiration of the Service Term, Emergency Networking and its Affiliates will make all Customer Data available to Customer for export or download. Customer will have the option to continue to access their data online in a read only mode for a monthly or annual fee. After such 60-day period, Emergency Networking will have no obligation to maintain or provide access to Customer

Data, and Emergency Networking and its Affiliates will thereafter be permitted to delete or destroy all copies of Customer Data in its/their systems or otherwise in its/their possession or control as provided in the hosting service provider's terms and conditions, unless prohibited by applicable law.

## 5. WARRANTIES AND LIMITATIONS

#### 5.1 Representations.

Each party hereby represents to the other that it has validly entered into this Agreement and has the legal power to do so, and that such party will comply with all applicable laws and regulations that may be in effect during the Service Term as they apply to such party's obligations under this Agreement. In addition, Customer represents to Emergency Networking that the Customer Data, and the lawful use thereof by Emergency Networking, does not, and will not, infringe, or constitute an infringement or misappropriation of, any intellectual property rights, privacy rights or other proprietary rights of any third party or breach the terms of any agreement with a third party.

#### 5.2 Emergency Networking Warranties.

Emergency Networking warrants that (a) this Agreement, any Affiliate(s)' terms and conditions and any account sign-up materials accurately describe the safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) Emergency Networking will not materially decrease overall security of the Service during the Service Term, (c) the Service will perform materially in accordance with this Agreement and any documentation provided to Customer on the Site or otherwise in the account sign-up materials, and (d) other than as required by Affiliate(s)' terms and conditions, Emergency Networking will not materially decrease the functionality of the Service during the Service Term.

#### 5.3 Disclaimers.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMIUM EXTENT PERMITTED BY APPLICABLE LAW.

## 6. INDEMNIFICATION

#### 6.1 By Emergency Networking

To the fullest extent permitted by law, Emergency Networking agrees to indemnify, defend and hold harmless Customer, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to this Agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of

Emergency Networking its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by Emergency Networking or anyone for whose acts Emergency Networking may be liable, regardless of whether caused in part by the negligence or wrongdoing of Customer and any of its agents or employees.

## 7. LIMITATIONS ON LIABILITY

#### 7.1 Limitations on Liability

If Emergency Networking fails to perform its duties and obligations under this Agreement, and Customer can establish that as a direct result thereof, Customer has incurred any damages, liabilities, losses, fees, costs or expenses, then Emergency Networking's liability to Customer for actual damages for any cause whatsoever, during the Service Term, whether in contract, tort (including negligence), strict liability or otherwise, shall not exceed in the aggregate the fees that Customer has paid for the Service during the Service Term; provided, however, that this limitation shall not apply for damages incurred by Customer or any third party arising from a cybersecurity breach of Emergency Networking System software which shall not exceed the maximum amount of applicable cybersecurity insurance carried by Emergency Networking. IN NO EVENT SHALL EMERGENCY NETWORKING OR ITS OFFICERS, MANAGERS, EMPLOYEES, AFFILIATES OR AGENTS BE LIABLE FOR ANY LOSS OF PROFIT OR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, MULTIPLE, PUNITIVE OR CONSEQUENTIAL DAMAGES SUSTAINED OR INCURRED BY CUSTOMER OR ANY THIRD PARTY IN CONNECTION WITH THE SERVICE, ANY ACTION ANY OF THEM TAKE OR FAIL TO TAKE AS A RESULT OF COMMUNICATIONS CUSTOMER SENDS TO EMERGENCY NETWORKING OR THE DELAY OR INABILITY TO USE ANY SERVICE, OR EMERGENCY NETWORKING'S OR ITS AFFILIATE(S)' REMOVAL, MODIFICATION, SUSPENSION OR DELETION OF ANY PART OF THE SERVICE PURSUANT TO ITS RIGHTS UNDER THIS AGREEMENT, IN ALL CASES, REGARDLESS OF THE FORM OF THE ACTION AND WHETHER SUCH DAMAGES WERE FORESEEN OR UNFORESEEN AND EVEN IF EMERGENCY NETWORKING HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR AN ACTION FOR NON-PAYMENT BY EMERGENCY NETWORKING, NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED.

## 8. DATA

#### 8.1 Security

Emergency Networking and its Affiliates will use reasonable efforts to establish and maintain safeguards to protect the security and integrity of the Service and protect against the accidental or unauthorized use, alteration or disclosure of Customer Data. Emergency Networking will arrange for provision of hosting services for Customer Data which provide confidentiality procedures which are consistent with the Privacy Rule set forth in the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA). Hosting services provided by Amazon Web are subject to the HIPAA Compliance Guidelines found at: Security. Emergency Networking and its Affiliates will use reasonable efforts to

establish and maintain safeguards to protect the security and integrity of the Service and protect against the accidental or unauthorized use, alteration or disclosure of Customer Data. Emergency Networking will arrange for provision of hosting services for Customer Data which provide confidentiality procedures which are consistent with the Privacy Rule set forth in the U.S. Health Insurance Portability and Accountability Act of 1996 (HIPAA). Hosting services provided by Amazon Web are subject to the HIPAA Compliance Guidelines found at:

#### 8.2 Backups

Emergency Networking and its Affiliates will use reasonable efforts to establish and maintain regularly scheduled backups with respect to all Customer Data.

## 9. MISCELLANEOUS

https://aws.amazon.com/compliance/hipaa-compliance/.

#### 9.1 Assignment

Customer may not assign any of its rights or obligations under this Agreement, by operation of law or otherwise, without first obtaining Emergency Networking's written consent, except that Customer may assign this Agreement without Emergency Networking's consent (i) to an affiliate (controlled by or under common control with, Customer); or (ii) in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Customer's assets not involving a direct competitor of Emergency Networking; provided that Customer provides prompt written notice to Emergency Networking of such assignment. Any permitted assignment by Customer shall not modify the terms hereof, including without limitation, the specific geographic location applicable to the Service. Any attempt to assign Customer's rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

#### 9.2 Notice

Except as otherwise provided in this Agreement, any notice to Customer that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon transmission when mailed by first class, registered or certified mail, postage prepaid or when sent by overnight courier service, to the address provided by Customer in the account sign-up provided to Emergency Networking in connection with entering into this Agreement or to such other address as provided in writing by Customer to Emergency Networking for such purposes. Except as otherwise provided in this Agreement, any notice to Emergency Networking that is required or permitted by this Agreement shall be in writing and shall be deemed effective upon receipt, when mailed by first class, registered or certified mail, postage prepaid or when sent by overnight courier service, such as Federal Express or equivalent, to: Emergency Networking, Inc., P.O. Box 20559, Columbus, Ohio 43220, Attn: Legal Notice.

#### 9.3 Force Majeure

Due performance of any duty or obligation hereunder by Emergency Networking hereunder shall be excused if prevented by acts of God, information providers or other service providers, public enemy, war, terrorism, any accident, explosion, fire, storm, earthquake, flood, strike, computer outage or virus, telecommunications failure, or any other circumstance beyond or event Emergency Networking's reasonable control.

#### 9.4 Severability

If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, then the validity, legally or enforceability of the remaining provisions of this Agreement shall not be affected thereby. To the extent permitted by applicable law, the parties waive any provisions of law that render any provision of this Agreement invalid, illegal, or unenforceable in any respect.

#### 9.5 Waiver or Consent

Any failure by either of the Parties to comply with any obligation, covenant, condition, or agreement contained herein may be waived in writing by the party entitled to the benefits thereof, but such waiver or failure to insist on strict compliance with such obligation, covenant, condition or agreement shall not operate as a waiver of or estoppel with respect to any subsequent or other failure. To be effective, any consent by Emergency Networking must be in writing and signed by an authorized representative of Emergency Networking.

## 9.6 Entire Agreement

This Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes and replaces all prior writings or oral negotiations or other understandings with respect thereto.

#### 9.7 Independent Parties

Nothing in this Agreement shall be construed as creating a partnership, joint venture, fiduciary, or agency relationship between the parties, or as authorizing either party to act as an agent for the other. The parties to this Agreement are independent parties.

#### 9.8 Governing Law; Forum for Disputes

This Agreement and all terms and conditions included or incorporated by reference herein shall be governed by and interpreted in accordance with the laws of the State of Missouri applicable to agreements made and wholly performed therein. The parties hereby consent to the exclusive jurisdiction in the Circuit Court of Cape Girardeau County, Missouri for the adjudication of any disputes arising out of or relating to this Agreement or Customer's access to or use of the Services. The parties hereby waive any objection to venue or inconvenient forum laid therein.

## 10. MAINTENANCE AND SUPPORT

#### 10.1. Maintenance

The following items define what is included as part of maintenance:

10.1.1 Included maintenance is defined as updates to either remedy software defects or provide enhancements to all Emergency Networking modules core and customized software. Emergency Networking reserves the right to update software at any time, however, will make efforts to notify Customer in advance of any maintenance.

#### 10.2. Support

These following items define what is included as part of support:

10.2.1 Included support is defined as 24-hour email support; and phone support, Monday – Friday 8;00 am – 6 pm EST. Support requests will be logged via email, phone, and/or within the system and Customer will be notified as to the status of the support request within 12 hours of receipt. In good faith, Emergency Networking will make its best effort to resolve issues in a timely manner depending upon the nature of the request.

10.2.2 Unless otherwise agreed upon in Exhibit A, excluded support is defined as on-site support or support of hardware and software solutions with which Aldrin may require to run on and or integrate with.

## 11. ATTACHMENTS

11. Attachments. The following attachment is marked Exhibit A and is made a part of this agreement:

## 12. SPECIAL TERMS AND CONDITIONS:

#### 12.1 Defenses

No provision of this Agreement shall constitute a waiver of the Customer's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

#### 12.2 Assigns and Successors

The terms, covenants, and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Agreement.

#### 12.3 Sublet

No portion of the work covered by this Agreement except as provided herein shall be sublet or transferred without written consent of Customer. The subletting of the work shall in no way relieve Emergency Networking of its primary responsibility of the quality and performance of the work. Emergency Networking will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under Emergency Networking's control.

#### 12.4 Insurance requirements:

- Professional Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
- Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- Cybersecurity with a limit of \$500,000.00 each occurrence/\$1,000,000.00 general aggregate written on an occurrence basis.
- Additional Insured Endorsement naming the City of Jackson as an additional insured.

#### 12.5 Verification of Employment Eligibility

Notice is hereby given that Section 285.530 of the Revised Statutes of Missouri requires that no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Any business entity providing work under any contract in excess of \$5,000.00 shall participate in a federal work authorization program (such as E-Verify) and shall provide documentation of such participation to the Owner.

[Signatures on following page]

	Emergency Networking
	50
	Sean Ramsey, CEO
	June 13, 2025
	CITY OF JACKSON, MISSOURI
	Mayor
ATTEST:	
City Clerk	_

**MEMO TO:** The Honorable Mayor Dwain Hahs and

Members of the Board of Aldermen

FROM: Matt Winters, City Administrator

**DATE:** June 13, 2025

**SUBJECT:** City Hall Tuckpointing bids

City staff recently advertised for bids for tuckpointing and stucco repairs for City Hall. Bids were due at 10am on Wednesday, May 28, 2025. One bid was received from The Mason Medic in the amount of \$32,450.00. The bid includes repairing all cracks in the stucco, repairing all cracks and open mortar joints in the brick, removing all mortar joints on damaged window sills, wash and deep clean exterior of entire building, and weather seal all brick on entire building. The work comes with a 5-year warranty on all masonry work. Staff is recommending acceptance of this bid and contract

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.

## BID#0293



## 5/08/25

Jackson City Hall

101 Court St Jackson, Mo 63755

Description	Quantity	Unit Price	
Repair all cracks in stucco on building / paint all repaired areas to match.			\$6,500.00
Repair all cracks and open mortar joints in brick on building.			\$8,900.00
Remove all mortar joints on damaged window sills on entire building / tuckpoint.			\$5,500.00
Wash down and deep clean entire building.			\$2,500.00
Weather seal all brick on entire building with Siloxane PD.			\$9,050.00
Bid Amount all materials and labor included:	4		\$32,450.00
Draw required to place on schedule:			\$16,225.00
Remaining balance due upon job completion:			\$16,225.00

5 year warranty on all masonry work provided! (SETTLING NOT INCLUDED)

The Mason Medic LLC

5661 Old Cape Rd E, Jackson, Mo 63755

573-225-5514

themasonmedic@gmail.com

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 THE MASON MEDIC, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE CITY HALL TUCKPOINTING AND MASONRY 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 **The Mason Medic, 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

2

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: June 16, 2025.

SECOND READING: June 16, 2025.

PASSED AND APPROVED this 16th day of June, 2025, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

Mayor

City Clerk

#### **CONTRACT AGREEMENT**

THIS CONTRACT (the "Contract") is entered into this 16th day of June, 2025, by and between the *CITY OF JACKSON*, *MISSOURI*, Owner of the Project, hereinafter referred to as "City," and *THE MASON MEDIC*, hereinafter referred to as "Contractor," in connection with that work or improvement known as the *CITY HALL TUCKPOINTING AND MASONRY REPAIRS PROJECT* to be constructed for the City located at 101 Court 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 May 8, 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 may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- 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

#### \$32,450.00

(Thirty-two thousand four hundred and fifty 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 ha	ave hereunto	set their	hands	and	seals
the day and year first above written.							

	CITY:
	CITY OF JACKSON, MISSOURI
ATTEST:	Dwain L. Hahs, Mayor
Angela Birk, City Clerk	
	Address: 101 Court Street Jackson, Missouri 63755
	CONTRACTOR:
	THE MASON MEDIC
	d./-
	Signature
	Printed Name
	<u>I wn er</u> Title
ATTEST:	Title
Signature	
Printed Name	
Title	
	Address:
	2563 Wild Harse Trail
	Cape Cirardem Mo 63701

To: Mayor and Board of Aldermen

From: Angela Birk
Date: May 29, 2025

Re: Chapter 59, Article VI - Sales Tax

If you recall, earlier this year Curt prepared an ordinance to add fire protection sales tax, park improvements and operations sales tax, as well as public safety sales tax to our Code. These taxes were passed in previous years but were never added to our Code.

In reviewing the Code recently, I discovered that the non-medical marijuana sales tax that was also previously imposed by voter approval was not yet added to our Code.

Curt prepared the proposed ordinance containing the following language:

Sec. 59-156. Adult use non-medical marijuana sales tax—Imposition.

Pursuant to the authority granted by this state and the citizens of this city, there is hereby imposed a tax on all sellers for the privilege of engaging in the business of selling adult use non-medical marijuana at retail to the extent and in the manner provided by state law. The rate of tax shall be three (3) percent on the receipts from sale at retail of all adult use non-medical marijuana within the limits of the city. Said tax shall be collected pursuant to Missouri law as made and provided."

Please let me know if you have any questions.

BILL NO. 25-\_\_\_

ORDINANCE NO. 25-

AN ORDINANCE AMENDING CHAPTER 59, ARTICLE VI OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO SALES TAX; 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 59, Article VI, Section 59-156, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **added** to read as follows:

#### "Sec. 59-156. Adult use non-medical marijuana sales tax—Imposition.

Pursuant to the authority granted by this state and the citizens of this city, there is hereby imposed a tax on all sellers for the privilege of engaging in the business of selling adult use non-medical marijuana at retail to the extent and in the manner provided by state law. The rate of tax shall be three (3) percent on the receipts from sale at retail of all adult use non-medical marijuana within the limits of the city. Said tax shall be collected pursuant to Missouri law as made and provided."

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

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

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

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FIRST READING: June 16, 2025.
SECOND READING: June 16, 2025.
PASSED AND APPROVED this 16th day of June, 2025, by a vote of ayes, nays, _
abstentions and absent.
CITY OF JACKSON, MISSOURI
(SEAL)
BY:
Mayor
ATTEST:
City Clerk

eRecorded **DOCUMENT #** 2025-04432

ANDREW DAVID BLATTNER RECORDER OF DEEDS CAPE GIRARDEAU COUNTY, MO **eRECORDED ON** 06/10/2025 09:08:48 AM

**REC FEE: 36.00** PAGES: 5

CCO FORM: RW01

Approved:

06/93 (TLP)

Revised:

03/23 (JDS)

Modified:

COUNTY: Cape Girardeau

ROUTE:

61

PROJECT:

J9P3735

FED. PROJECT: N/A

PARCEL:

01-02-03-04

SE1040

#### QUITCLAIM DEED

THIS INDENTURE, made this State of Missouri, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, 105 W. Capitol Avenue, Jefferson City, Missouri 65102, (hereinafter, "Grantor") and The City of Jackson, 101 Court Street Jackson, MO 63755 of the County of Cape Girardau, State of Missouri, (hereinafter, "Grantee").

WITNESSETH: In consideration of the payment of the sum of One and NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the Grantee a tract of land, lying situated and being in the County of Cape Girardeau, State of Missouri, and described as follows:

That part of grantor's land lying in US Survey No. 2250, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County and more particularly described in Exhibit A attached hereto.

Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed. along with the right of ingress and egress across the land herein conveyed to and from those utilities.

Grantee by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns: to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property; to grant the current and subsequent owners of those facilities the right to maintain, reconstruct, increase, remove or alter the facilities and their appurtenances on, over, under and across the land herein conveyed; to permit the utility facility owners to trim and remove trees and vegetation inconsistent with or detrimental to the utility facilities or the safety of persons and property; to grant the utility facility owner the right of ingress and egress across the land herein conveyed to and from those utilities.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first written above.

MISSOURI HIGHWAYS AND

TRANSPORTATION COMMISSIO

ATTEST

Secretary to the Commission

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## ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI)
county of love ss
On this day of MM, 2025, before me appeared say that he/she is the Chair of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said Waren Erdman acknowledged said instrument to be the free act and deed of said Commission.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.
Hya Marie Gerling  Notary Public  [Place SEAL under signature]
LISA MARIE GERLING NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI COMMISSIONED FOR COLE COUNTY MY COMMISSION EXPIRES JUN. 28, 2025 ID #21861173
My Commission Expires: 6 28 2025

That part of grantor's land lying in US Survey No. 2250, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, Missouri, lying on the Easterly or left side of hereinafter-described Rte. 61 surveyed centerline, to wit:

A tract of land lying within the following described tract: Commencing at Station 870+71.76 on the hereinafter described Rte. 61 surveyed centerline; thence Easterly to a point 26.65 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+71.76, said point being the Point of Beginning; thence Easterly to a point 33.00 feet East of and at a right angle to Rte. 61 surveyed centerline Station 870+71.78; thence Easterly to a point 180.15 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+72.23; thence Southerly to a point 180.19 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+82.23; thence Westerly to a point 173.19 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+82.21; thence Southerly to a point 174.04 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 172+72.21; thence Westerly to a point 31.8 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 872+71.8; thence Westerly to a point 26.76 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 872+71.76; thence Northerly to the Point of Beginning.

The above-described land contains 0.67 acre of grantors land, more or less.

The Route 61 surveyed centerline from Station 845+65.00 to Station 881+43.69 is described as follows:

Commencing from the Northeast Corner of USP Survey 218, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, as shown in Document No. 2014-04287; thence S4°10′10″E a distance of 3,049 feet to the Rte. 61 surveyed centerline PT Station 850+76.47 also being the Point of Beginning; thence S9°03′48″E a distance of 413.01 feet to the Rte. 61

Title (name or identification of project)	County					
SE1040 – City of Jackson Excess	Cape	Cape Girardeau				MINIMUM CONTRACTOR OF THE CONT
J9P3735 – Tr's 01 – 02 – 03 - 04	City (ii	f applicable	)		State	MIN OF MISSING
	Jacks	on			MO	The same of the
	Date Pr	epared		Shee	et .	SA BOVAN ANES THE
Licensee Name (sole proprietor, partnership, corporation, LLC, or government)	03/31/2	2025	1	of	2	FERGUSON TO THE MENT OF THE PROPERTY OF THE PR
Missouri Department of Transportation	Profess	sional Surv	eyor N	ame	(print)	PLS-2004017828
ਿਲ੍ਹੇਿਹ੍ਹਾ 105 West Capital	Bryan	Bryan J. Ferguson				1 5 <b>7</b> 8 8 7 8
Jefferson City, Missouri 65102	Discipli	ne				Manage Chil
888 ASK MODOT (888) 275-6636	Profes	sional L	and S	urve	eyor	NOW HAD STAN
	License	or Certific	ate of A	Autho	rity No.	William Internet
	MO#	200401	7828			
Professional Surveyor (Signature)		Date				
13/16		31 n	sk	- 23	_	Only the following description contained in this "EXHIBIT" is authenticated by this seal.

EXHIBIT A DESCRIPTION

surveyed centerline PC Station 854+89.48; thence along the arc of a 5°00'00.0" curve to the right a distance of 326.23 feet to the Rte. 61 surveyed centerline PT Station 858+15.71, said curve having a radius of 1,145.92 feet and a deflection angle of 16°18′42.0"; thence S7°14′54"W a distance of 941.88 feet to the Rte. 61 surveyed centerline PC Station 867+57.59; thence along the arc of a 1°30'00.0" curve to the right a distance of 151.40 feet to the Rte. 61 surveyed centerline PRC Station 869+08.99, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16′15.5"; thence along the arc of a 1°30'00.0" curve to the left a distance of 151.40 feet to the Rte. 61 surveyed centerline PT Station 870+60.39, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16'15.5"; thence S7°14'54"W a distance of 659.48 feet to the Rte. 61 surveyed centerline PC Station 877+19.87; thence along the arc of a 114°35′29.6" curve to the left a distance of 78.57 feet to the Rte. 61 surveyed centerline PT Station 877+98.44, said curve having a radius of 50.00 feet and a deflection angle of 90°01′54.0"; thence S82°47′00"E a distance of 249.69 feet to the Rte. 61 surveyed centerline PC Station 880+48.13; thence along the arc of a 114°35'29.6" curve to the right a distance of 78.69 feet, said curve having a radius of 50.00 feet and a deflection angle of 90°10'00.0" to the Rte. 61 surveyed centerline PT Station 881+26.82, said point being \$1°04'38"W a distance of 224 feet from the Northeast Corner of Lot 25 of the Original Town of Jackson in Township 31 North, Range 12 East of the Fifth Principal Meridian, said corner being marked by a 1/2" rebar as accepted by B. Ferguson PLS 2004017828; thence S7°23'00"W a distance of 16.87 feet to the Rte. 61 surveyed centerline Station 881+43.69 and there terminating. The Rte. 61 surveyed centerline also extends from the Rte. 61 surveyed centerline PT Station 850+76.47; thence along the arc of a 5°00'00.0" curve to the right a distance of 771.86 feet, said curve having a radius of 1,145.92 feet, a deflection angle of 38°35'34.8" and a back tangent of N9°03′48"W to the Rte. 61 surveyed centerline PC Station 843+04.61 and there terminating.

#### PUBLIC WORKS MEMORANDUM



# City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: May 28, 2025

RE: Precise Target Locating Contract Renewal

Precise Target Locating performs all utility locates on behalf of the City of Jackson in compliance with the Missouri One-Call System requirements.

They are currently operating under a contract from 2020 that allowed five years of extension. Each of the extensions so far have been grated with minimal annual cost increases and the company has been very responsive in locating utilities on our behalf. Precise has requested this final extension of their contract for the 2025-26 year ending June 30, 2026 and are proposing no cost increase for this coming year. Therefore, extension of this contract is recommended.

In 2026 the utility locating contract will need to be re-bid.

As always, if you have questions, please contact me at <a href="mailto:jsanders@jacksonmo.org">jsanders@jacksonmo.org</a> or 573-243-2300 x 2031.



P.O. BOX 2174
CAPE GIRARDEAU, MO 63702
573-321-9001
WWW.PRECISETARGETLOCATING.COM

May 28, 20025

City of Jackson 101 Court Street Jackson MO 63755

Subject: Contract Extension
Underground Facilities Locating and Marking Services

Dear Janet Sanders:

Precise Target Locating would like to extend the existing contract dated May 18, 2020, for an additional one year period ending June 30, 2026. We would like to re-bid at that time. There will be no price increase on this extension.

Sincerely,

Shannon Garrett

Owner/Principal of Precise Target Locating

#### PUBLIC WORKS MEMORANDUM



# City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: June 12, 2025

RE: Change Order #3 (Final) – Jackson North Industrial Park Improvements

Attached is the final change order for the Jackson North Industrial Park project formerly referred to as Project Scotland. This change order extends the contract time by 21 days to end on June 22, 2025.

It addresses a cost decrease for eliminating seeding of the area where the large stockpile of dirt remains and is consistently being reduced. Cost increases are for a frame and grate to incorporate entrance into an unexpected storm sewer and for the additional rock needed to maintain city truck access to Well 7, the north water tower, and the city's brush pile and concrete dump location.

As always, if you have questions, please contact me at <a href="mailto:jsanders@jacksonmo.org">jsanders@jacksonmo.org</a> or 573-243-2300 x 2031

#### **CHANGE ORDER No. 2**

CON'	TRACTOR: ECT NAME:	Fronabarger Concreters, Inc.  Jackson Industrial Park - Proj. Scotland	=		PROJEC <sup>-</sup>	LPA		of Jackson, Mis	
		The Contractor is hereby d	– irected to mak	e the following					
1.	DESCRIPTI	ON AND REASON FOR CHANGE:		<u>e me</u> reneming	onunges non	tile	contract.		
	This is t	the final change order with final quantities. Also, o	due to the extensi	ve inclement weat	her, the project o	constr	ruction completi	on date was set	back.
2.	COST OF W	ORK AFFECTED BY THIS CHANGE ORDER.							
EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	U N I T	CONTRACT OR AGREED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
28	-	Seed and Mulch	8.00	5.90	-2.10	EA	\$1,750.00	-\$3,675.00	
101		Add Frame and Grate over pipe Junction in Curb	0.00	1.00		EA	\$2,460.00	\$2,460.00	
102	•	Gravel Surfacing for Road to Well	0.00	862.00	862.00	SY	\$10.00	\$8,620.00	
							TOTALS:	\$7,405.00	\$0.00
	· ·	Provisions were not originally provided for to rock wet weather, the contractor provided approximatly the well house.	the roadway from 8" thick gravel so	n the end of the par urfacing for a servi	vement to the W ce road from the	ell ho e end	use. Due to the of the concrete	e extreemly pavement to	
5 /	ļ	NTS IN CONTRACT TIME: Original Contract Completion Date: Days Added in Previous Change Order(s): Days Added This Change Order: Proposed Completion Date:	-				Added Days: 85 21	8-Mar-25 22-Jun-25	
6 0	OST ADJU	STMENTS TO THE CONTRACT:					-		
	1. CONTRACT AMOUNT \$668,415.00 2. OVERRUN THIS ORDER \$7,405.00 3. OVERRUN PREVIOUS \$79,350.00 4. UNDERRUN THIS ORDER \$0.00 5. UNDERRUN PREVIOUS 6. PROJECT TOTAL \$755,170.00								
		THE TERMS OF SETTLE	MENT OUTLIN	ED ABOVE ARE	HEREBY AGE	REED	TO:		
APPI	ROVED: (O'	WNER)	DATE	APPROVED: (C	M'M ONTRACTOR)	this -		6/1/	25 DATE
APPI	ROVED : MIS	SSOURI DEPARTMENT OF ECONOMIC DEV.	DATE	APPROVED: (C	ONSTRUCTION	I ENG	GINEER)		6/1/2025

BILL NO. 25-\_\_\_

ORDINANCE NO. 25-

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

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

Section 1. The "Stop Street Designation Schedule, Schedule VI," passed and approved on the 18<sup>th</sup> day of November, 1985, is hereby amended by adding thereto the following stop street designations:

**TRUSSWORKS BOULEVARD**: On Trussworks Boulevard at its intersection with Cane Creek Road, traffic on Trussworks Boulevard to stop.

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 "Stop Street Designation Schedule, Schedule VI," of the City of Jackson, Missouri, and the City Clerk is directed to amend said schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause stop signs to be placed at the above streets in accordance herewith.

Section 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 e	ffect and be in force from and after its passage and
approval.		
FIRST REA	ADING: June 16, 2025.	
SECOND I	READING: June 16, 2025.	
PASSED A	AND APPROVED this 16th	day of June, 2025, by a vote of ayes, nays,
abstentions and	absent.	
		CITY OF JACKSON, MISSOURI
(SEAL)		
		BY:
ATTEST:		
City Cler	·k	

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 THERETO NO PARKING DESIGNATIONS.

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 18<sup>th</sup> day of November, 1985, is hereby amended by adding thereto the following no parking designation:

**TRUSSWORKS BOULEVARD**: Along both sides of Trussworks Boulevard, for its entire distance.

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 "No Parking Here to Corner" signs, or other appropriate signage, to be placed 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. Th	nis ordinance shall	take effect and be i	in force from and after i	its passage and
approva	վ.				
]	FIRST READ	OING: June 16, 202	25.		
;	SECOND REA	ADING: June 16,	2025.		
]	PASSED ANI	D APPROVED thi	is 16th day of June,	2025, by a vote of	ayes,
nays,	abstention	ns, and abse	ent.		
			CITY OF J	ACKSON, MISSOURI	
(SEAL)	)				
			BY:	Mayor	
ATTES	T:				
	City Clerk				