



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

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

PUBLIC HEARINGS

2. Hearing to discuss the City of Jackson's past performance in carrying out the 2023 Industrial Infrastructure Improvement Project, to assist Trussworks in locating to the Jackson North Industrial Park.
3. Hearing to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to building height requirements in the I-1 (Light Industrial), I-2 (Heavy Industrial), and I-3 (Planned Industrial Park) Districts, as requested by the City of Jackson, Missouri.

APPROVAL OF MINUTES

4. Motion approving the Minutes of the Regular Meeting of October 6, 2025.

FINANCIAL AFFAIRS

5. Motion approving the City Collector's Report.
6. Motion approving the City Clerk's and Treasurer's Reports.
7. Motion approving quarterly budget to actuals for the previous quarter.

ACTION ITEMS

Power, Light, and Water Committee

8. Motion approving Change Order No. 6, to Penzel Construction Company, Inc., of Jackson, Missouri, to reduce the contract amount by \$13,713.92, relative to the Building Addition & Renovation of Jackson Fire Station No. 1 Project.
9. Bill proposing an Ordinance authorizing a contractual agreement with Forward Slash Technology, LLC, relative to professional services related to Managed Information Technology Support.

Street, Sewer, and Cemetery Committee

- [10.](#) Bill proposing an Ordinance amending Chapter 65 (Zoning) of the Code of Ordinances, relative to building height requirements in the I-1 (Light Industrial), I-2 (Heavy Industrial), and I-3 (Planned Industrial Park) Districts, as requested by the City of Jackson, Missouri.
- [11.](#) Bill proposing an Ordinance amending the “Crosswalks Designated Schedule” – Schedule XVI – by adding designations on East Main Street, relative to the East Main Street Pedestrian Walkway Project.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

12. Report by Mayor
13. Reports by Board Members
14. Report by City Attorney
15. Report by City Administrator

EXECUTIVE SESSION

Motion to have executive session. Authority is Section 610.021(2), Revised Statutes of Missouri, as amended, relative to leasing, purchase, or sale of real estate.

ADJOURN

Posted on 10/17/2025 at 4:00 PM.



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Liza Walker, Assistant City Administrator

DATE: October 16, 2025

RE: Public Hearing re: the 2023 Industrial infrastructure Improvement Project at the Jackson North Industrial Park

The purpose of this public hearing is to discuss the past performance by the City of Jackson in carrying out the 2023 Jackson North Industrial Infrastructure Improvement Project, to assist Trussworks in locating to the Jackson North Industrial Park.

Kara Johnston and Jeremy Tanz with the Southeast Missouri Regional Planning Commission will both be present for the public hearing.

MEMO



TO: Mayor Hahs and Members of the Board

FROM: Larry Miller, Building & Planning Manager

DATE: October 16, 2025

SUBJECT: Public Hearing – To consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to building height requirements in the I-1 (Light Industrial), I-2 (Heavy Industrial), and I-3 (Planned Industrial Park) Districts, as requested by the City of Jackson, Missouri.

The City of Jackson has requested a text amendment to Chapter 65 of the Code of Ordinances to update building height requirements within the I-1 (Light Industrial), I-2 (Heavy Industrial), and I-3 (Planned Industrial Park) Districts.

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

This request will be considered and voted on during the regular session.



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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, Mark Unger, Mike Seabaugh, Eric Fraley, Katy Liley, David Reiminger, and Wanda Young. Present-7; Absent-1: Shana Williams

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

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

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

Motion to Adopt the Agenda)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as amended. Ayes-7; Nays-0; Absent-1.

Motion to Approve the Minutes of the)
 September 22, 2025, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Unger, to approve the minutes of the preceding Regular Board Meeting of Monday, September 22, 2025. Ayes-7; Nays-0; Absent-1.

Motion to Approve Bills of)
 September, 2025)

Now is presented the list of bills paid in the various funds for the month of September, 2025. Motion made by Alderman Unger, seconded by Alderwoman Young, to approve the list of bills paid in the various funds for September, 2025. Ayes-7; Nays-0; Absent-1.

Motion to Accept the proposal submitted)
 By Red Letter Communications, Inc., of)
 Cape Girardeau, Missouri, relative to)
 Professional Services for the City Logo)
 Design Project)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the proposal submitted by Red Letter Communications, Inc., of Cape Girardeau, Missouri, in the amount of \$14,500.00, relative to Professional Services for the City Logo Design Project. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-96 Re: To Authorize)
 A contractual agreement with Red Letter)
 Communications, Inc., relative to)
 Professional Services for the City Logo)
 Design Project)

The matter of authorizing a contractual agreement with Red Letter Communications, Inc., relative to Professional Services for the City Logo Design Project, came on for consideration. Alderman Reiminger introduced Bill No. 25-98, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON,
 MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN
 THE CITY OF JACKSON, MISSOURI, AND RED LETTER COMMUNICATIONS**



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OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO PROFESSIONAL SERVICES FOR THE CITY LOGO DESIGN PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-98 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 Stroder, Bill No. 25-98 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. 25-96 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Unger-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; Alderwoman Liley-aye; Alderwoman Young-aye; Alderwoman Williams-absent; Alderman Stroder-aye; and Alderman Reiminger-aye.

BILL NO. 25-98

ORDINANCE NO. 25-96

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 *RED LETTER COMMUNICATIONS OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO PROFESSIONAL SERVICES FOR THE CITY LOGO DESIGN 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 **Red Letter Communications 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.



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

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

FIRST READING: October 6, 2025.

SECOND READING: October 6, 2025.

PASSED AND APPROVED this 6th day of October, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
Mayor

Angela Birk (signed)
City Clerk

Motion to Approve Change Order No. 1,)
 To BS&A Software, of Bath, Michigan,)
 Relative to the Financial & Utility Billing)
 Module)

Motion made by Alderman Reiming, seconded by Alderman Seabaugh, to approve Change Order No. 1, to BS&A Software, of Bath, Michigan, relative to the Financial & Utility Billing Module. Ayes-7; Nays-0; Absent-1.

Motion to Approve an Integrated)
 Payments Addendum to BS&A Software)
 of Bath, Michigan, relative to the)
 Financial & Utility Billing Module)

Motion made by Alderman Reiming, seconded by Alderman Stroder, to approve an Integrated Payments Addendum to BS&A Software, of Bath, Michigan, relative to the Financial & Utility Billing Module. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-97 Re: To Approve a)
 Memorandum of Understanding with the)
 Delta Fire Protection District, relative to)
 The donation of compressor and fill)
 Station equipment)

The matter of approving a Memorandum of Understanding with the Delt Fire Protection District, relative to the donation of compressor and fill station equipment, came on for



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consideration. Alderman Reiminger introduced Bill No. 25-99, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *DELTA FIRE PROTECTION DISTRICT, OF DELTA, MISSOURI*, RELATIVE TO THE DONATION OF COMPRESSOR AND FILL STATION EQUIPMENT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-99 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. 25-99 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. 25-97 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderwoman Williams-absent; Alderman Reiminger-aye; Alderman Stroder-aye; Alderman Fraley-aye; Alderwoman Young-aye; Alderman Unger-aye; and Alderman Seabaugh-aye.

BILL NO. 25-99

ORDINANCE NO. 25-97

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *DELTA FIRE PROTECTION DISTRICT, OF DELTA, MISSOURI*, RELATIVE TO THE DONATION OF COMPRESSOR AND FILL STATION EQUIPMENT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the memorandum of understanding attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Delta Fire Protection District, of Delta, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said memorandum of understanding.



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

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

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

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

FIRST READING: October 6, 2025.

SECOND READING: October 6, 2025.

PASSED AND APPROVED this 6th day of October, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-98 Re: To Call for a)
 General Municipal Election on Tuesday,)
 April 7, 2026, to fill the Offices of the)
 Board of Aldermen)

The matter of calling for a General Municipal Election of Tuesday, April 7, 2026, to fill the Offices of the Board of Aldermen, came on for consideration. Alderman Reiminger introduced Bill No. 25-100, being for an ordinance entitled as follows:

AN ORDINANCE CALLING A GENERAL ELECTION TO FILL THE OFFICES OF ALDERMAN WARD I, ALDERMAN WARD II, ALDERMAN WARD III, AND ALDERMAN WARD IV; ESTABLISHING FILING DEADLINE FOR SAID OFFICES; PROVIDING SAMPLE BALLOT; PROVIDING SAMPLE NOTICE; REQUESTING ELECTION AUTHORITY TO PROCEED WITH ELECTION; ALL IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 19 OF THE CITY CODE OF ORDINANCES AND CHAPTER 115 OF THE REVISED STATUTES OF MISSOURI, 2000, AS AMENDED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.



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On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-100 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 Stroder, Bill No. 25-100 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. 25-98 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderwoman Liley-aye Alderwoman Williams-absent; Alderman Reiminger-aye; Alderman Stroder-aye; Alderwoman Young-aye; Alderman Unger-aye; and Alderman Seabaugh-aye.

BILL NO. 25-100

ORDINANCE NO. 25-98

AN ORDINANCE CALLING A GENERAL ELECTION TO FILL THE OFFICES OF ALDERMAN WARD I, ALDERMAN WARD II, ALDERMAN WARD III, AND ALDERMAN WARD IV; ESTABLISHING FILING DEADLINE FOR SAID OFFICES; PROVIDING SAMPLE BALLOT; PROVIDING SAMPLE NOTICE; REQUESTING ELECTION AUTHORITY TO PROCEED WITH ELECTION; ALL IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 19 OF THE CITY CODE OF ORDINANCES AND CHAPTER 115 OF THE REVISED STATUTES OF MISSOURI, 2000, AS AMENDED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith.

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 the Board of Aldermen of the City of Jackson, Missouri, hereby call an election to be held on the date and the times hereinafter set forth.

Section 2. That the Mayor and the Board of Aldermen, Jackson, Missouri, in accordance with the provisions of Chapter 19 of the City Code of Ordinances and Chapter 115 of the Revised Statutes of Missouri, 2000, as amended, hereby direct the City Clerk to file official notice of general election to fill the offices of Alderman Ward I, Alderman Ward II, Alderman Ward III, and Alderman Ward IV. Said notice shall include the following information:

Agency Calling the Election: City of Jackson, Missouri

Name of Office to be Filed: Alderman Ward I
Alderman Ward II
Alderman Ward III
Alderman Ward IV

Date of Election: April 7, 2026

Period Within Which A Candidate Must File:
8:00 A.M., Tuesday, December 9, 2025, to
5:00 P.M., Tuesday, December 30, 2025

Said notice shall be delivered to the County Clerk no later than 5:00 P.M. on January 27, 2026, the tenth Tuesday prior to the election.

A sample notice of the calling of said election is attached hereto, marked Exhibit A and incorporated herein by reference. It is intended that said sample notice shall be forwarded to the County Clerk for his use as reference only.



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Section 3. The City Clerk shall, before the seventeenth Tuesday prior to any election at which offices are to be filled, notify the general public of the opening filing date, the office or offices to be filled, the proper place for filing and the closing filing date of the election. Such notification shall be accomplished by a legal notice published in at least one (1) newspaper of general circulation in the city. The City Clerk shall keep a permanent record of the names of the candidates, the office for which they seek election and the dates of the filings; and the order in which the candidates' names shall appear on the ballot as determined under section 19-4 of this Code.

Section 4. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

FIRST READING: October 6, 2025.

SECOND READING: October 6, 2025.

PASSED AND APPROVED this 6th day of October, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Motion to Set a Public Hearing for)
 Monday, October 20, 2025, to discuss)
 The City of Jackson's past performance)
 In carrying out the 2023 Industrial)
 Infrastructure Improvement Project, to)
 Assist Trussworks in locating to the)
 Jackson North Industrial Park)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to set a Public Hearing for Monday, October 20, 2025, at 6:00 p.m., to discuss the City of Jackson's past performance in carrying out the 2023 Industrial Infrastructure Improvement Project, to assist Trussworks in locating to the Jackson North Industrial Park. Ayes-7; Nays-0; Absent-1.

Motion to Approve Change Order No. 1)
 To Lappe Cement Finishing, Inc., of)
 Perryville, Missouri, relative to the East)
 Main Street Pedestrian Walkway Project)

Motion made by Alderwoman Liley, seconded by Alderman Unger, to approve Change Order No. 1 to Lappe Cement Finishing, Inc., of Perryville, Missouri, extending the contract by



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36 calendar days, relative to the East Main Street Pedestrian Walkway Project. Ayes-7; Nays-0; Absent-1.

Motion to Accept the bid of Fronabarger)
 Concreters, Inc., of Oak Ridge, Missouri,))
 Relative to the Roundabout)
 Improvements Project at North High)
 Street and Deerwood Drive)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept the bid of Fronabarger Concreters, Inc., of Oak Ridge, Missouri, in the amount of \$1,006,496.87, relative to the Roundabout Improvements Project at North High Street and Deerwood Drive. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-81 Re: To Authorize a)
 Contractual agreement with Fronabarger)
 Concreters, Inc., relative to the)
 Roundabout Improvements Project at)
 North High Street and Deerwood Drive)

The matter of authorizing a contractual agreement with Fronabarger Concreters, Inc., relative to the Roundabout Improvements Project at North High Street and Deerwood Drive, came on for consideration. Alderwoman Liley introduced Bill No. 25-101, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND FRONABARGER CONCRETTERS, INC., OF OAK RIDGE, MISSOURI, RELATIVE TO THE ROUNDABOUT IMPROVEMENTS PROJECT AT NORTH HIGH STREET AND DEERWOOD DRIVE; 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 Alderman Fraley, Bill No. 25-101 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. 25-101 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. 25-99 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Stroder-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderman Unger-aye; Alderwoman Williams-absent; and Alderwoman Liley-aye.

BILL NO. 25-101

ORDINANCE NO. 25-99

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND FRONABARGER CONCRETTERS, INC., OF OAK RIDGE, MISSOURI, RELATIVE TO THE ROUNDABOUT IMPROVEMENTS PROJECT AT NORTH HIGH STREET AND DEERWOOD DRIVE; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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



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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 **Fronabarger Concreters, Inc., of Oak Ridge, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

FIRST READING: October 6, 2025.

SECOND READING: October 6, 2025.

PASSED AND APPROVED this 6th day of October, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

Angela Birk (signed)
 City Clerk

By: Dwain L. Hahs (signed)
 Mayor



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Ordinance No. 25-82 Re: To Approve)
 A Memorandum of Understanding with)
 The County of Cape Girardeau, Missouri)
 Relative to the transfer of certain real)
 Estate by Quit Claim Deed to be utilized)
 For the construction of a parking lot with)
 Public access)

The matter of approving a Memorandum of Understanding with the County of Cape Girardeau, Missouri, relative to the transfer of certain real estate by Quit Claim Deed to be utilized for the construction of a parking lot with public access, came on for consideration. Alderwoman Liley introduced Bill No. 25-102, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE COUNTY OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO *THE TRANSFER OF CERTAIN REAL ESTATE BY QUIT CLAIM DEED*; 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 Alderman Unger, Bill No. 25-102 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 Unger, Bill No. 25-102 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. 25-100 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Stroder-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Unger-aye; and Alderwoman Williams-absent.

BILL NO. 25-102

ORDINANCE NO. 25-100

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE COUNTY OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO *THE TRANSFER OF CERTAIN REAL ESTATE BY QUIT CLAIM DEED*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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



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Board Chambers, City Hall, 101 Court St.

MINUTES

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

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

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

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

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

FIRST READING: October 6, 2025.

SECOND READING: October 6, 2025.

PASSED AND APPROVED this 6th day of October, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

Angela Birk (signed)
 City Clerk

By: Dwain L. Hahs (signed)
 Mayor

Ordinance No. 25-103 Re: To Authorize)
 The Mayor to execute a Quit Claim)
 Deed to the County of Cape, Girardeau,)
 Missouri, relative to a 0.67-acre tract of)
 Land located on North High Street)



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

MINUTES

The matter of authorizing the Mayor to execute a Quit Claim Deed to the County of Cape Girardeau, Missouri, relative to a 0.67-acre tract of land located on North High Street, came on for consideration. Alderwoman Liley introduced Bill No. 25-103, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A QUIT CLAIM DEED BY AND BETWEEN THE CITY OF JACKSON AND THE COUNTY OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO A 0.67-ACRE TRACT OF LAND LOCATED ON NORTH HIGH STREET; 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. 25-103 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. 25-103 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. 25-101 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Stroder-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Fraley-aye; and Alderwoman Williams-absent.

BILL NO. 25-103

ORDINANCE NO. 25-101

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A QUIT CLAIM DEED BY AND BETWEEN THE CITY OF JACKSON AND THE COUNTY OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO A 0.67-ACRE TRACT OF LAND LOCATED ON NORTH HIGH STREET; 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 reviewed a Quit Claim 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 grant said Quit Claim Deed.

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 Quit Claim Deed attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The County of Cape Girardeau, Missouri**. 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 grant said Quit Claim Deed.



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

MINUTES

Section 2. That the Mayor of the City of Jackson, Missouri, be and he is hereby authorized to do all acts and execute all instruments appropriate and necessary to grant said Quit Claim Deed for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson, Missouri, is hereby authorized and directed to attest to the signature of the Mayor on the attached Quit Claim 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. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: October 6, 2025.

SECOND READING: October 6, 2025.

PASSED AND APPROVED this 6th day of October, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

City Administrator Matthew Winters)
 requests Closed Session)

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for one item, relative to litigation in accordance with Section 610.021(1), RSMo; two items, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2); and one item, relative to customer usage and billing records in accordance with Section 610.021(26).

Motion to Recess the Meeting to Study)
 Session)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:24 P.M., to convene to the Study Session. Ayes-7; Nays-0; Absent-1.



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

MINUTES

Returned to Open Session at 6:40 P.M., from Study Session.

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

Meeting concluded at 6:40 P.M. On a motion by Alderwoman Liley, seconded by Alderman Unger, it is ordered that the Board now convene into closed session for one item, relative to litigation in accordance with Section 610.021(1), RSMo; two items, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2); and one item, relative to customer usage and billing records in accordance with Section 610.021(26), and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Young-aye; Alderman Seabaugh-aye; Alderwoman Reiminger-aye; Alderwoman Williams-absent; Alderman Stroder-aye; Alderman Unger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-7; Nays-0; Absent-1.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR SEPTEMBER 2025

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

Respectfully Submitted,



City Collector



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

ELECTRIC

Sale of Merchandise	0.00	
Pole Rental	0.00	
Electric Meters	2,150.00	
Electric Service Lines	4,800.00	
Returned Check Fees	0.00	
URD Services	7,115.13	
Sales Tax Commission	1,231.56	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>2,713.30</u>	
TOTAL		18,009.99

WATER & SEWER

WATER

Water Taps & Water Meters	11,145.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		11,145.00

WASTEWATER

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

GENERAL REVENUE

Building Permits	2,506.61
Electric Permits	280.00
Gas Permits	200.00
Plumbing/Sewer Permits	220.00
Sewer Tap Permits	2,160.00
Public Hearing & Plat Recording	50.00
Stormwater Review Fees	225.00
Street Repair or Mowing	0.00
Gas Franchise	9,202.30
Sale of Merchandise	0.00
Community Room	0.00
Cable TV Franchise	0.00
Copies	531.00
Telephone Franchise Fees	6,851.61
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	27.52	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		23,470.74

LANDFILL

Refuse Collections	475.00	
Recyclables	654.07	
E-Cycle TV/Monitor Fees	0.00	
Royalties	<u>0.00</u>	
TOTAL		1,129.07

CEMETERY

Sale of Lots	1,000.00	
Sale of Niches	750.00	
Grave Openings	7,575.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		9,325.00

PARK

Misc. Park Rentals	15.00	
Rent - Howard St. House	1,062.50	
Ballfield Rentals	980.00	
Pavilion Rentals	<u>675.00</u>	
TOTAL		2,732.50

PARK FOUNDATION

Donations	581.00	
Civic Center Donations	<u>0.00</u>	
TOTAL		581.00

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	0.00	
Pool Gate	0.00	
Pool Daycare	0.00	
Pool Lessons	0.00	
Pool Noon	0.00	
Pool Pass	0.00	
Pool Special	500.00	
Basketball Entry Fees	0.00	
Basketball Sponsor Fees	0.00	
Softball Entry Fees	0.00	

Softball Sponsor Fees	0.00	
Softball Tournament Fees	0.00	
Volleyball Entry Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	0.00	
Soccer Fee	0.00	
Soccer Allstar	0.00	
Soccer Sponsor	<u>400.00</u>	
TOTAL		900.00

STORMWATER MAINTENANCE FUND

Stormwater Credit	0.00	
Stormwater Maintenance	<u>1,276.98</u>	
TOTAL		1,276.98

TRUST & AGENCY

July 4th Receipts	0.00	
Farmers Market Fees	<u>0.00</u>	
TOTAL		-

HEALTH INSURANCE FUND

Health Insurance Reimbursement	<u>1,742.74</u>	
TOTAL		1,742.74

INMATE SECURITY FUND

Inmate Security Court Costs	<u>0.00</u>	
TOTAL		-

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension	<u>1,152.50</u>	
TOTAL		1,152.50

RECREATIONAL SALES TAX FUND

Civic Center Rentals	10,843.49	
Civic Center Programs	0.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	698.00	
Civic Center Concessions	<u>135.25</u>	
TOTAL		11,676.74

CDBG

CDBG - CDBG Rev	<u>0.00</u>	
TOTAL		-

REPORT TOTAL 83,142.26

Water & Light Deposit Accounts

SEPTEMBER, 2025

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

Balance Consists of :

Checking Account for US Bank	\$13,015.91
Investments	\$210,000.00
	\$223,015.91

CITY TREASURER'S REPORT FOR SEPTEMBER 2025

FUND	FUND BALANCES 09-01-2025	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 09-30-2025	INVESTMENTS	CASH BALANCE 09-30-2025
ELECTRIC FUNDS							
Operation & Maintenance	-	1,952,481.41	(527,469.83)	1,425,011.58	-	-	-
Electric Surplus Fund	1,788,467.14	-	504,148.27	26,728.78	2,265,886.63	6,000.00	2,259,886.63
Electric Capital Projects Fund	4,711,557.70	-	-	-	4,711,557.70	3,905,000.00	806,557.70
WATER & SEWER FUNDS							
Water Operation & Maint.	-	386,536.60	(251,701.18)	134,835.42	-	-	-
Water Revenue Bond Fund	138,765.26	-	-	-	138,765.26	-	138,765.26
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	12,431,142.43	19,551.80	462,085.18	33,484.40	12,879,295.01	11,208,770.65	1,670,524.36
Water Replacement Fund	840,782.50	-	-	-	840,782.50	765,000.00	75,782.50
Water Capital Projects	399,638.00	-	-	-	399,638.00	-	399,638.00
Wastewater Operation & Maint.	-	284,433.62	(231,046.17)	53,387.45	-	-	-
Wastewater Replacement Fund	1,068,584.15	-	-	-	1,068,584.15	795,991.00	272,593.15
Wastewater Capital Projects	399,362.00	-	-	-	399,362.00	-	399,362.00
Wastewater Revenue Bond Fund	115.52	-	-	-	125,565.52	-	125,565.52
W & S Construction Fund	2,924,723.28	-	-	197,966.20	2,726,757.08	1,950,000.00	776,757.08
General Revenue Fund	2,075,497.47	53,630.32	490,517.74	817,110.49	1,802,535.04	1,737,765.95	64,769.09
Landfill Fund	771,955.89	71,747.24	(6,617.23)	74,390.34	762,695.56	610,000.00	152,695.56
Cemetery Fund	985,930.33	9,843.60	(5,073.13)	21,070.42	969,630.38	652,000.00	317,630.38
City Park Fund	36,039.64	3,574.73	(7,125.39)	60,330.19	(27,841.21)	-	(27,841.21)
Public Park Foundation Fund	148,010.51	1,964.42	-	2,694.96	147,279.97	65,000.00	82,279.97
Recreational Development Fund	116,644.09	903.30	-	59,025.32	58,522.07	-	58,522.07
Band Fund	0.00	518.60	-	518.60	0.00	-	0.00
ARPA Fund	335,331.96	48,006.40	-	2,549.00	380,789.36	275,000.00	105,789.36
Road Use Tax Fund	541,644.51	86,391.02	-	-	628,035.53	57,038.18	570,997.35
Stormwater Maintenance Fund	320,681.98	1,276.98	-	-	321,958.96	209,000.00	112,958.96
Trust and Agency Fund	923,248.21	400.00	14,690.10	16,948.51	921,389.80	782,740.60	138,649.20
Health Insurance Fund	1,124,759.24	11,185.07	143,688.68	224,799.05	1,054,833.94	545,000.00	509,833.94
Inmate Security Fund	18,211.12	78.00	-	-	18,289.12	-	18,289.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	574,446.03	136,665.77	-	630.20	710,481.60	325,455.27	385,026.33
Transportation Capital Projects Fund	2,388,173.77	-	-	103,815.22	2,284,358.55	-	2,284,358.55
Sales Tax Fund	1,070,148.84	270,358.62	-	8,750.00	1,331,757.46	1,129,032.20	202,725.26
Recreation Sales Tax Fund	327,586.28	75,523.43	(848.34)	36,372.04	365,889.33	50,000.00	315,889.33
Public Safety Sales Tax Fund	263,702.89	127,679.13	(390,382.02)	-	1,000.00	-	1,000.00
Fire Protection Sales Tax Fund	134,353.01	63,846.67	(194,866.68)	-	3,333.00	-	3,333.00
Capital Projects Construction Fund	1,532,681.25	1,259.08	-	443,964.85	1,089,975.48	940,000.00	149,975.48
Economic Dev. Reserve Fund	994,661.88	-	-	-	994,661.88	850,000.00	144,661.88
CDBG Grant Fund	35,699.25	-	-	-	35,699.25	-	35,699.25
I-55 Corridor Special Alloc. Fund	3,372.59	-	-	-	3,372.59	-	3,372.59
TOTALS	39,539,535.79	3,607,855.81	(0.00)	3,744,383.02	39,528,458.58	26,968,793.85	12,559,664.73

Respectfully Submitted,



Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	9,967,947.75
Collectors Account	2,586,624.91
Equitable Sharing Fund	3,617.07

TOTAL

12,559,664.73

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

CC: Matt Winters, City Administrator

FROM: George L. Harris P. E., City Engineer

DATE: October 20, 2025

RE: Fire Station No. 1 Renovation Project- Change Order No. 6:
Reduction in pay item 4, Contingency Allowance in the amount of \$13,713.92

The proposed Change Order No. 6 reduces pay item 4, Contingency Allowance in the amount of \$13,713.92.

City staff recommends that the Mayor and Board of Aldermen approve the proposed Change Order No. 6 to reduce the overall contract price in the amount of \$13,713.92 resulting in a final overall contract value of \$3,727,612.92.

A summary of the Change Orders for the project is reflected in the attached summary table.

Change Order**No. 6**Date of Issuance: 10/15/2025 Effective Date: _____

Project: Jackson Fire Station #1 Building Addition and Renovations	Owner: City of Jackson	Owner's Contract No.: 24-35
Contract: General Contract		Date of Contract: 04/02/2024
Contractor: Penzel Construction Company, Inc.		Engineer's Project No.: 22-273

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Credit for un-used Owner's Allowance.

Attachments (list documents supporting change):

N/A

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$ 3,618,700.00[Increase] [Decrease] from previously approved
Change Orders No. 1 to No. 5:\$ 50,289.56

Contract Price prior to this Change Order:

\$ 3,751,326.44~~[Increase]~~ [Decrease] of this Change Order:\$ 13,713.92

Contract Price incorporating this Change Order:

\$ 3,737,612.52**CHANGE IN CONTRACT TIMES:**Original Contract Times: ☐ Working days ☒ Calendar daysSubstantial completion (date): 05/01/2025Ready for final payment (date): 07/01/2025[Increase] [~~Decrease~~] from previously approved Change Orders
No. 1 to No. 5:Substantial completion (days): 123Ready for final payment (days): 123

Contract Times prior to this Change Order:

Substantial completion (date): 09/01/2025Ready for final payment (date): 11/02/2025[Increase] [~~Decrease~~] of this Change Order:Substantial completion (days): 0Ready for final payment (days): 0

Contract Times with all approved Change Orders:

Substantial completion (date): 09/01/2025Ready for final payment (date): 11/02/2025

RECOMMENDED:

By: MUD SGA
Engineer (Authorized Signature)Date: 10/15/2025

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____
Contractor (Authorized Signature)

Date: _____

Fire Station #1 Renovation Project- Change Orders

Updated: October 15, 2025

No.	Date	Items	Change in Cost	Change in Time	Comments
1	6/18/2024	1. Alternate Living Quarters for Fire Dept. Personnel 2. Removal and Disposal of Unused Tower	\$ -	0 days	Move fire station personnel to warehouse at contractor's facility.
2	12/16/2024	Extend contract time by 33 days	\$ -	33 days	Substantial completion from 5/1/2025 to 6/3/2025 Final completion from 7/1/2025 to 8/3/2025
3	3/12/2025	Structural modifications, etc.	\$ 50,289.96	0 days	Increased contract value to \$3,668,989.56
4	6/16/2025	Digital sign, water line repair, and other corrective issues	\$ 72,336.88	0 days	Increased contract value to \$3,741,326.44
5	8/4/2025	90 Day time Extension	\$ -	90 days	Substantial completion from 6/3/2025 to 9/01/2025 Final completion from 8/4/2025 to 11/2/2025
6	10/22/2025	Unused Allowance Amount	\$ (13,713.92)	0 days	Reduction in contract amount
TOTALS		Total Changes	\$ 108,912.92	123 days	

Original Bid Price/Time	\$ 3,618,700.00	427	Comments
Change Order No. 1	\$ -	0 days	
Change Order No. 2	\$ -	33 days	see Note 1
Change Order No. 3	\$ 50,289.96	0 days	see Note 2
Change Order No. 4	\$ 72,336.88	0 days	see Note 3
Change Order No. 5	\$ -	90	see Note 4
Change Order No. 6	\$ (13,713.92)		
Total	\$ 3,727,612.92	123	

- Note 1: Did not add to overall contract time; shifted start and completion dates 33 days due to delay in issuing Notice to Precedent shifted from May 1, 2024 to June 4, 2024
- Note 2: Seven items with the largest single item of lintels and masonry work needed to accommodate window installation- \$37,120.20.
- Note 3: Nine items with the largest single item of upgrade for existing sign to new digital sign- \$34,731.62.
- Note 4: Total days for the project (June 4, 2024 to November 2, 2025)= 517 days
(noted that fire staff moved back into station 1 in August 2025)

BILL NO. 25-__

ORDINANCE NO. 25-__

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

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

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

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

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

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

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

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

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

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

FIRST READING: October 20, 2025.

SECOND READING: October 20, 2025.

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

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

Services Agreement

This Services Agreement ("Agreement") is made and entered into this 11/01/2025¹ (hereinafter "Effective Date"), by and between Forward Slash Technology, LLC (hereinafter "FST"), a Missouri Corporation located at 12825 Flushing Meadows Drive, Ste. 100, St. Louis, MO 63021 and

the City of Jackson, Missouri (hereinafter "Client"), a Missouri government, located at 101 Court Street, Jackson, MO 63755.

WHEREAS, FST is engaged in the business of providing a full range of Information Technology Services and functions; and

WHEREAS, Client desires to retain FST to perform Information Technology Services and functions; and

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the parties have agreed and do agree as follows:

Contracted Services

We agree to provide the services ("Services") described in the accompanying and future engagement agreement(s) (i.e. Statements of Services, Statements of Work ("SOW"), Work Authorization, Purchase Order(s), Sales Order(s), Proposals, Service Orders or Quotation(s)) including any modifications or additional agreements in accordance with the terms herein. Any such future approved Services shall be incorporated herein by reference. In the event that the scope of the Services is expanded, revised, or modified, the parties shall prepare and sign an amended or new Services Agreement, which likewise shall be attached hereto and incorporated herein by reference.

Contract Addendum(s)

Addendum A	Certificate of Liability Insurance (COI)

attached and incorporated herein.

Terms and Conditions

- 1) This Service Agreement is tendered for its acceptance in its entirety within thirty (30) days from the Client's receipt, after which it is to be considered null and void.
- 2) New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with FST's services may have anomalies, performance or integration issues unknown to FST which can impact the timely, successful implementation of

¹ The City of Jackson hereby consents to initiate the provision of services on a pro-rated basis, commencing on October 21, 2025, and continuing through October 31, 2025.

information systems. FST will inform the Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best effort" basis. FST is not responsible for any delay or inability to complete its services if such anomalies or performance issues occur. Client is responsible for payment for all of FST's services at the rate stated in the proposal whether or not a successful solution is achieved.

- 3) Client is responsible for the application, operation and management of its information technology environment based on, including but not limited to: (a) purchasing, licensing and maintaining hardware and software in accordance to "Industry Best Practice"; (b) develop, maintain and follow industry compliant operating procedures; (c) develop, maintain and follow appropriate protective measures to safeguard the hardware, software and data from unauthorized duplication, modification, destruction or disclosure; (d) develop, maintain and follow adequate backup and contingency plan(s).
- 4) PROCUREMENT - Client will reimburse FST for materials purchased for the Client's use. Materials may include, but not limited to, computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction, 3rd party contracted vendor, and any other such costs incurred in performance of services for Client.

5) STANDARD RATES:

*Manages Services Labor (Level 1-2, Helpdesk Technicians): \$125.00/Hour

Project Management: \$125/Hour

Training Specialist: \$125/Hour

Wiring Specialist (Low Voltage, Infrastructure Management): \$125/Hour

Engineering (Network): \$150.00/Hour

Engineering (Telecommunications): \$150.00/Hour

Engineering (Audio/Video, Video Surveillance, etc.): \$150/Hour

Engineering (Cyber Security Operations, Security+, etc.): \$200.00/Hour

Programming (Web Development, Software Development, etc.): \$175.00/Hour

CEO Services: \$225/Hour

Overtime Labor Rate: 1.5 times Standard Labor Rate

Holiday Labor Rate: 2.0 times Standard Labor Rate

Portal-to-Portal Drive Time: .5 times Standard Labor Rate

Client will reimburse FST for travel and other expenses and will be billed separately as indicated below (Outside 100-mile radius from an FST office location):

Expenses: Actual

Meals Per Diem: \$50.00/Day (USD)

Mileage: Mileage will be reimbursed at the standard rate established by the IRS in effect at the time the mileage is incurred.

Car Rental: Actual

Hotel/Parking/Taxi/Other: Actual

Airfare: Actual

- 6) Invoices, which shall include any applicable taxes, levies and duties, are due on receipt and shall be sent to the physical or electronic address (email) specified by the parties. All amounts which are more than thirty (30) days past due shall accrue interest from the due date at a rate equal to the lesser of one and one-half percent (1 ½%) per month or any part of a month (eighteen percent [18%] per annum) or the highest rate allowed by applicable law. Each party shall notify the other in writing within thirty (30) days from receipt of an invoicing error. FST may grant an extended payment term on the portion of the invoice which is in dispute: the remainder of the invoice shall be timely paid notwithstanding the extension. Client agrees to pay to FST any and all damages, losses, costs, and expenses (including reasonable attorneys' fees) incurred by FST in the collection of any amounts owing from Client to FST. Within forty-eight (48) hours of receipt of invoice by Client, Client shall provide FST with any details required for billing questions or disputes. Client shall include in the request for details reference to the specific invoice(s) in question.

Term and Termination

- 1) The Term of the agreement shall commence on the Effective Date and shall remain in force for a period of three (3) years and, unless earlier terminated as provided below, shall continue until completion of the services in the Statement of Services above or any subsequent Statements of Work, Work Authorization, Purchase Order(s), Sales Order(s), Proposals, Investment Summary, Service Orders or Quotation(s). The agreement will automatically renew at the end of each term for a further two (2) year term unless either party gives the other written notice of termination at least ninety (90) days prior to the end of the relevant term.
- 2) Client may terminate this Agreement at any time if FST fails to perform the services in a workman like manner, or materially breaches this Agreement, by delivery of a written notice to FST of its intent to terminate and specific reasons for termination. FST will have ninety (90) days from the receipt of such notice to correct the stated problem. If at the end of such ninety (90) day period FST has not corrected the stated problem to Client's satisfaction, then Client may terminate the Agreement, unless it is due to manufacturer(s), software vendor(s), developer(s), provider(s) negligence, 3rd party contracted vendor(s), or otherwise outside the control of FST.
- 3) FST may terminate this Agreement at any time if Client fails to follow FST's recommendations per industry best practices observed by the National Institute of Standards and Technology (NIST) or any other governing or auditory authority over Client and/or creates a security/data breach risk. Termination or expiration of the Agreement will not affect the provisions of the Agreement relating to the payments of amounts due or the provisions related to Ownership of Intellectual Property, Limited Warranties, Limitation of Liability, Indemnification, Non-Solicitation of FST's employees, Music Rights Fees and Disclaimers of this Service Agreement, all of which survive termination or expiration of the Agreement, regardless of reason.

Ownership of Intellectual Property

Contemporaneously with payment by Client, FST hereby assigns to Client any and all rights, title and interest, including without limitation copyrights, trade secrets and proprietary rights to the software, programs, systems, manuals, documentation and/or other deliverables developed or prepared specifically for Client hereunder (the "Deliverables") and covered by such payment. However, the Deliverables may include data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, middleware and workflow, SQL stored procedures, user navigation controls, data entry features, data connections, configurations, specifications, printouts, documentation, documents, notes, flow charts, programming techniques and leading practices ("Technical Elements") owned or developed by FST prior to, or independently from, its engagement hereunder and FST retains all rights thereto. Accordingly, to the extent that any Technical Elements are integrated into any Deliverables, FST hereby grants to Client a perpetual, worldwide, royalty free, non-exclusive license to use, copy and modify such Technical Elements as integrated into such Deliverables for its internal business use only. Conversely, Client grants to FST a perpetual, worldwide, paid-up license to use, sublicense, sell, copy and modify in the course of FST's business any Technical Elements developed in connection with this Agreement, so long as FST's use does not disclose confidential information or the identity of the Client. In addition, FST retains the right to use its general knowledge, experience and know-how even if developed or enhanced in the course of performing services for Client.

Limited Warranties, Limitation of Liability, Indemnification

- 1) Limited Warranties for all Services provided by FST. FST warrants that the services to be performed by FST will be performed in a professional manner by qualified personnel. FST and Client warrant that the persons signing on behalf of FST and Client have the requisite power and authority to enter into and perform its obligations under this Agreement.
- 2) FST warrants that the performance by FST of any services described in the Agreement shall be in compliance with all applicable laws, rules and regulations.
- 3) THE EXPRESS WARRANTIES SET FORTH ABOVE are IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FST BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL or INDIRECT DAMAGES (including without limitation damage for loss of profits, business interruption, loss of information or data or other pecuniary loss or damage to computer hardware or software), EVEN IF FST HAS BEEN ADVISED OF THE POTENTIAL FOR SUCH DAMAGES and regardless of whether a claim is made in contract, warranty, tort, or other theory or cause of action.
- 4) FST makes no express or implied warranties as to the quality of third-party software, equipment, systems ("Products ") or as to FST's ability to support such Products on an on-going basis.

- 5) FST shall, as allowed by law, indemnify, defend, and hold harmless Client, its officers, directors, employees, and agents from and against any and all losses arising out of FST's gross negligence, willful misconduct, or breach of this Agreement. Client shall, as allowed by law, indemnify, defend, and hold harmless FST, its officers, directors, employees, and agents from and against any and all losses arising out of Client's gross negligence, willful misconduct, or breach of this Agreement.
- 6) Nothing in this Agreement shall create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. THE PARTIES HERETO AGREE THAT THE ARRANGEMENT CREATED BY THIS AGREEMENT IS NOT IN THE NATURE OF A FRANCHISE, AGENCY, JOINT VENTURE OR PARTNERSHIP. The parties understand and agree that this Agreement is for their own respective benefit only, and no one other than a party to this Agreement (including, Client customer(s)) shall have any right to enforce any of its terms. Client agrees that there is no required payment to become a Client and the purchase of any offering from FST is solely to promote and/or for the resale of Products.

Scheduling

Client acknowledges that we schedule our consultants in advance and that we would incur significant expenses, including downtime of those consultants, if we are not able to reschedule them as a result of your cancellation of Services scheduled to be performed. Therefore, you agree that if both parties agree to a scheduled date, you will not cancel that date without giving us written notice at least 3 business days prior to the scheduled date. If you cancel scheduled Services without such notice on more than 1 occasion, we reserve the right to invoice you an amount equal to 50% of the daily rate of the scheduled consultants that were to begin on the scheduled date for the number of days cancelled to the extent the consultants are not able to be redeployed by us. Any such invoice is payable in accordance with Terms and Conditions section above. You will also be responsible for any reasonable out of pocket expenses incurred as a result of such cancellation that could not be avoided or reduced by us.

Non-Solicitation

Client understands and agrees that FST has spent substantial sums of money and invested large amounts of time in recruiting, supervising and training its employees. The parties also agree and understand that Client has a unique opportunity to evaluate performance of, and potentially hire away, FST employees. Both parties agree that such hiring away would substantially disrupt the essence of FST's business and FST's ability to provide its services for others, and that under the circumstances FST cannot agree to such a hiring. The parties also acknowledge that there exists a non-competition provision in the agreements signed by each of FST's employees. Therefore, Client agrees that it shall not solicit for employment or hire any FST employee during the term of the Agreement or for a period of 2 years after the completion/termination of the project. The Client Acknowledges that because the violation of FST's rights herein may cause irreparable harm and FST may not have an adequate remedy at law, FST will be entitled to seek and receive injunctive relief for Client's violations of FST's rights.

General Client Responsibilities

Client will make available in a timely manner at no charge to FST, all technical data, computer facilities, Programs, files, documentation and suitable office accommodations reasonably required by FST to perform the Services. You will be responsible for, and assume the risk of, any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information you supply. We do not guarantee the success of your Services implementation but agree to use commercially reasonable efforts to assure success. You acknowledge that a successful implementation and ongoing administration of Services requires Client's cooperation, the cooperation of its employees, the devotion of sufficient internal resources with appropriate skill levels and a detailed implementation work plan (which addresses such topics as data migration, and user education and training).

Music Rights Fees

Client is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers (ASCAP), Broadcast Music, Inc. (BMI) and SESAC, Inc. (SESAC) or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer's transmission, retransmission, communication, distribution, performance or other use of the Services.

Disclaimers

FST disclaims any express or implied warranty or condition that the Products prevent toll fraud, unauthorized access, loss or theft of electronic data or invasion of privacy (collectively, "Fraudulent Activity"). FST shall have no liability to Client or respective party in the event of such Fraudulent Activity. Where applicable, Client is advised that the operation of e-911, 999 or similar such services requires accurate information, which FST has no responsibility for creating or managing. FST makes no warranties, express or implied, and has no liability regarding e-911, 999 or similar such services functionality. FST hereby makes Client aware that the "Record a Call Feature" has legal implications as outlined in the Manufacturer technical documentation. Record a Call does not provide a warning tone; therefore, end users should indicate verbally that the call is being recorded when activating this feature. Client agrees to warn its end-user customers of the recording during its training sessions and to pass on the pertinent documentation warnings and disclaimers concerning such in order to comply with the laws of the pertinent jurisdiction(s) involved. FST disclaims any responsibility for improper use of this feature. Client is also advised that the External Listen feature contained in some products may violate certain laws including, without limitation, criminal law, or privacy legislation. Client is hereby warned to check local laws to ensure the use of this feature. FST does not warrant that the operation of the Products will be uninterrupted, virus or error free nor does FST warrant merchantability or fitness for a particular purpose.

Claims and Dispute Resolution

Client shall give FST written notice of any event or circumstance that Client becomes aware may entitle Client to compensation or damages (hereinafter "Claim"). The notice shall be given within five (5) calendar days of the circumstance giving rise to the Claim and specify the events and damages giving rise to the Claim. FST shall have ten (10) days to cure. After the ten (10) day cure period, the parties shall thereafter work in good faith to resolve the Claim, failing which, any and all controversies, claims or disputes between the parties hereto arising out of or related to this Agreement, any breach or threatened breach thereof, or the relationship of the parties hereto shall

be subject to the law and Venue provisions below. Client agrees to impose a litigation hold and backup and preserve all data and documents related to the Claim until the applicable statute of limitations has expired.

Law and Venue

This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

Publicity

Each party (and its employees, board members, shareholders, directors, officers, successors, assigns and agents) agrees not to disclose or make public announcements regarding the other party's name in any way or to make any disclosure regarding the existence or content of this Agreement, or joint initiatives without the prior written consent of the other party, except as required by the Missouri Sunshine Act.

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.
- Additional Insured Endorsement naming the City of Jackson as an additional insured.

No provisions of this agreement shall constitute a waiver of Client's right to assert a defense based on sovereign immunity, official immunity, or other immunity available under law.

Miscellaneous

- 1) **Force Majeure** – Neither party shall be held liable for a breach of its obligations under this Agreement resulting from (i) force majeure events, such as debilitating forces of nature, acts of God, acts of governments, acts or omissions of third parties, or (ii) conditions beyond the reasonable control of the party that failed to perform. A party that fails to perform for reasons of force majeure or for reasons beyond the reasonable control of the party that failed to perform shall deliver the performance as soon as commercially practicable.
- 2) **Severability** – In the event a provision contained herein is for any reason be held to be unenforceable, such unenforceability shall not affect the validity of any other provision of this Agreement, and this Agreement shall then be construed as if such unenforceable provision had never been contained herein. The parties agree to work in good faith to substitute the invalid provision with one that best achieves the original intent of the parties.

- 3) **Applicable Law** – This Agreement shall be interpreted under the laws of the State of Missouri in the United States of America. Venue and jurisdiction are contractually agreed and mandated to be in St. Louis, St. Louis County, Missouri, USA.
- 4) **Amendment** – this Agreement shall not be amended or modified except in writing and signed by an authorized representative of both parties with the exception of any unilateral amendment right given to FST elsewhere in this Agreement.
- 5) **Notices** – All notices and communications between Client and FST pertaining to this Agreement shall be addressed to Client and FST at the addresses set out in this Agreement or may be communicated by facsimile, standard mail or electronic means (i.e. e-mail) to the other party and executed via electronic signature. Notice to Client shall be sent to: Angela Birk, City Clerk, 101 Court St., Jackson, MO 63755; email: abirk@jacksonmo.org.
- 6) **Counterparts** – This Agreement may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original Agreement. A signature on these Agreements including by electronic signature, by one party communicated to the other by electronic transmission, such as PDF, e-mail or facsimile, will constitute execution of this Agreement.
- 7) **Waiver** – Any failure by either party to enforce any right hereunder shall not constitute a waiver of such right. Each party may waive its rights under this Agreement only by execution of a writing expressly waiving such right.
- 8) **Assignment** - Neither party may assign or otherwise transfer this Agreement without the other party's prior written consent; provided however that a party may, without the other party's consent, (a) assign this Agreement to a subsidiary or affiliate provided the Client as the assigning party remains liable for such entity's performance, and (b) assign this Agreement to another entity pursuant to a sale, merger, consolidation or acquisition of all or substantially all of the assigning party's assets or shares or membership units; provided that in each case the assigning party will notify the other party of the assignment in writing and the assignee agrees to be bound by the terms of this Agreement. In the event Client's assignee will not agree to be bound to this Agreement, Client will remain responsible for all obligations for the remaining term. Notwithstanding the foregoing, this will be binding on the successors and assigns of FST and Client.

Independent Contractor

FST is acting as an independent contractor under this Agreement. Neither party is, or shall be deemed for any purpose to be, an employee or agent of the other and neither party shall have the power or authority to bind the other party to any contract or obligation. FST retains the right to perform work for others during the term of the Service Agreement.

Scope of Work

- 1) Services and Implementation -The parties shall agree to further Services being performed through the acceptance of either an FST standard Statements of Service, Statement of Work, Work Authorization, Purchase Order, Sales Order, Proposal, Service Order or Quotation which shall include a complete description of the Services to be provided, specific customer requirements, start-date and end-date of the Services and the labor rate. Each shall be incorporated herein and form part of this Agreement.
- 2) On all Services, FST will confirm logistics with the Client. Prior to leaving the site, FST shall contact the site contact person to approve completion of the applicable Service Order. Upon approval of the completion of Services, Client shall immediately return any unused and defective parts to FST referencing the applicable Service Order.
- 3) Additional Work or Work Stoppage - In the event that the Client requests FST to perform work not specified in the applicable Service Order or requests material changes to the Services outlined in the Service Order, FST and Client shall complete another Service Order or a change request (the "Change Request"). Upon approval of amended services, FST will perform services mutually agreed.

A blue ink signature, possibly reading "MFT", is written over a blue rectangular stamp that contains the letters "DS" in the top right corner.

Initial Investment Summary

Current Network Environment							
Users	Mailboxes	Physical Servers	Virtual Servers	Devices	Firewalls	Switches	Wireless AP
99	154	8	4	134	7	14	TBD

Quantity	Description	One Time Onboarding	Price	MRC	ARC
	³ Managed Services				
1	One Source Managed Services Support (Standard 7am-6pm M-F)			\$4,950.00	\$59,400.00
1	One Source Managed Services Onboarding (One Time Cost)	\$4,950.00		N/A	N/A
TBD	Initial Onsite Employee (To Be Determined)			TBD	TBD
	³ Cyber Security Services				
134	One-Source Security (OSS) Services	\$6,700.00		Included	Included
1	Risk Management Services	N/A			\$13,440.00
1	Business Continuity / Disaster Recovery and Planning Services	N/A			\$3,800.00
	^{1,2,3} Infrastructure Security Management				
1	FST to Manage Current Firewall(s)	N/A	N/A	Included	Included
	Asset Management / Hardware				
	Hardware Procurement Services - Required (Sourcewell, Gov Preferred where applicable)	N/A	N/A	Included	Included
	^{1,2,3} Cloud and Backup Services				
	FST to Manage the Current Backup Solution:	N/A	N/A	Included	Included
	Reduced OSMS Labor Costs				
TBD	*Reduced Managed Services Labor Rate (All other standard rates apply)	N/A	\$95.00/hr	TBD	TBD

LICENSING COSTS					
Quantity	Description	One Time Onboarding	Price	MRC	ARC
134	^{3,4} Cyber Security Licensing		\$29.99	\$4,018.66	\$48,223.92
	Bitdefender Anti-Virus/Malware Licensing				
	EndPoint Detection & Response (EDR) Licensing				
	Vulnerability Scanning Licensing				
	Penetration Testing Licensing				
	IT Security Policies & Procedures				
	Email Phishing & Security Awareness Training Licensing				
	Dark Web Monitoring and Management Licensing				
	Email Licensing - ^{1,2,3,4}Microsoft Office 365 – GCC (Government Licensing) Various Plans				
TBD	GCC G1 License				
TBD	GCC G3 License				
TBD	GCC G5 License				
TBD	Apps for GCC License				
154	Total Email Protection (GCC) - (Email Security, Archiving, Cloud-to-Cloud Backup) Licensing		\$12.49	\$1,923.46	\$23,081.52
	^{1,2,3,4} Device Security				
TBD	2FA/Multifactor Authentication Licensing				
TBD	Mobile Device Management (MDM)				
TOTAL:		\$11,650.00		\$10,892.12	\$147,945.44

¹ MRC – Monthly Reoccurring Cost; Manufacturer estimated monthly subscription cost(s) are subject to annual increases and number of users/devices.

² ARC – Annual Reoccurring Cost; Manufacturer estimated annual subscription renewal cost(s) are subject to annual increases and determined by number of users/devices.

³ Service is subject to annual increases as referenced in Table A.

⁴ Est - Estimated number of Users, Seats, Devices, etc. – final numbers will be determined at on-boarding and reviewed and adjusted monthly.

Annual Increase Table and Auto Renewal

Table A			
			MRC
Contract Term	1	Year 1	\$10,982.12
		Year 2	.09 \$11,970.51
		Year 3	.09 \$13,047.86
	2	Year 4	.06 \$13,830.73
		Year 5	.06 \$14,660.57

Cancellation

The client shall give a written cancellation notice to FST no less than ninety (90) days from the end of the relevant contract term.

Upon receipt of notice of cancellation, FST shall provide within ten (10) business days an “Off Boarding Packet” to the Client. Upon receipt of the “Off Boarding Packet”, the Client has ten (10) business days to review, complete and return to FST. If the “Off Boarding Packet” is not returned in a completed form to FST within ten (10) business days, the Client forfeits the notice of cancellation. The result of which is a renewal of the executed OSMS contract for subsequent three (3) year term, with annual increases of not less than 6% unless otherwise agreed upon.

If a written cancellation notice is not received by FST within ninety (90) days of the subsequent contract term, this contract shall renew for a subsequent three (3) year term, with annual increases of not less than 6% unless otherwise agreed upon.

Transition Services (Merger / Acquisition)

Client can request transition or continuation of services that extend beyond subsequent contract term as a result of merger or acquisition. Should services not conclude by subsequent contract term, the agreed-to transition of services shall feature a term of no less than six (6) months after the relevant contract term, with an increase of 50% to the Monthly Recurring Charges (MRC).

Entire Agreement

IN WITNESS WHEREOF, as the effective date above written, this Agreement expresses the entire agreement of the parties and supersedes any prior agreement or negotiation between the parties. There is no other understanding, agreement, or representation that in any way limits, extends, defines, or relates to this Agreement.

Forward Slash Technology, LLC
12825 Flushing Meadows Drive, Ste 100
St. Louis, MO 63131

The City of Jackson, Missouri
101 Court Street
Jackson, MO 63755

President

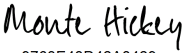
Title

Title

Monte Hickey

Printed Name

Printed Name

DocuSigned by:

0763E43D42A8429...

Signature

Signature

10/17/2025 | 11:10 AM PDT

Date

Date

BILL NO. 25-__

ORDINANCE NO. 25-__

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FIRST READING: October 20, 2025.

SECOND READING: October 20, 2025.

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

3

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



City of Jackson

EXHIBIT

A

CITY OF JACKSON, MISSOURI PLANNING & ZONING COMMISSION TEXT AMENDMENT: FINDINGS AND CONCLUSIONS

The Planning & Zoning Commission of Jackson, Missouri, hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on September 10, 2025, at a regular meeting in consideration of the following:

Consider a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to building height requirements in the I-1, I-2, and I-3 Districts.

Applicant: City of Jackson

Filing Date of Application/Fee: September 2, 2025

Submission Date of Application to Commission: September 10, 2025

Public Hearing Date: Waived

In examining this consideration, the following factors were considered and found as noted:

Administrative Staff Findings:	Yes/	No
1. Application provided all necessary information:	<u>X</u>	<u> </u>
2. Generally conforms with City Comprehensive Plan:	<u>X</u>	<u> </u>
3. Generally conforms with Major Street Plan:	<u>X</u>	<u> </u>

Planning & Zoning Commission Findings:	Yes	/No
1. Creates adverse effects on adjacent property:	<u> </u>	<u>X</u>
2. Creates adverse effects on traffic movement or safety:	<u> </u>	<u>X</u>
3. Creates adverse effects on fire safety:	<u> </u>	<u>X</u>
4. Creates adverse effects on public utilities:	<u> </u>	<u>X</u>
5. Creates adverse effects on general health and welfare:	<u> </u>	<u>X</u>

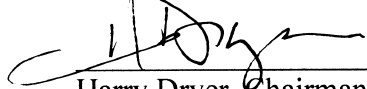
Following consideration of testimony, comments, exhibits, and file contents, the Planning & Zoning Commission duly deliberated the facts pertaining to the proposal and issued the following findings of fact and conclusions:

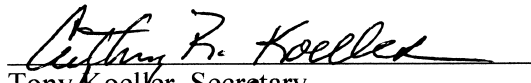
THE ABOVE APPLICATION IS:

 X **Approved**
 Disapproved
 Approved with conditions specified below

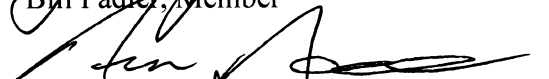
By a roll call of 6 ayes, 0 nays, 0 abstentions and 3 absent this 10 day of
September, 2025.

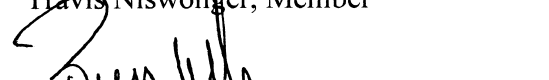
CITY OF JACKSON, MISSOURI


 Harry Dryer, Chairman

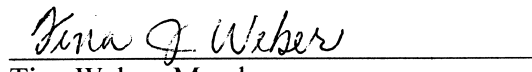

 Tony Koeller, Secretary


 Bill Fadler, Member


 Travis Niswonger, Member


 Russ Wiley, Member

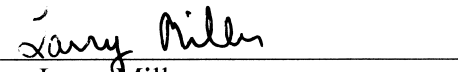
Heather Harrison, Member


 Tina Weber, Member

Angelia Thomas, Member

Michelle Weber, Member

ATTEST:


 Larry Miller
 Building & Planning Manager

CURRENT CODE LANGUAGE WITH PROPOSED CHANGES ADDED IN RED

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

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the I-1 Light industrial district. The purpose of the I-1 Light industrial district is to provide areas for light industrial uses that create a minimum amount of nuisance outside the plant, are conducted entirely within enclosed buildings, use the open area around such buildings only for limited storage of raw materials or manufactured products, and provide for enclosed loading and unloading berths when feasible.

- (4) *Height, area, and lot size requirements.* In addition to the specific requirements for the I-1 Light industrial district, all height, area, and lot size regulations and exceptions set forth in [section 65-19](#), as they apply to uses in the I-1 Light industrial district, shall be observed.
 - a. *Height.* The maximum height of buildings permitted shall be ~~forty-five (45)~~ **fifty (50)** feet and not over ~~three (3)~~ **five (5)** stories. **Buildings exceeding this limitation shall require a special use permit.**

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

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the I-2 Heavy industrial district.

- (4) *Height, area, and lot size regulations.* In addition to the specific requirements for the I-2 Heavy industrial district, all height, area, and lot size regulations and exceptions set forth in [section 65-19](#), as they apply to uses in the I-2 Heavy industrial district, shall be observed.
 - a. *Height.* The maximum height of buildings permitted shall be ~~forty-five (45)~~ **fifty (50)** feet and not over ~~three (3)~~ **five (5)** stories. **Buildings exceeding this limitation shall require a special use permit.**

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

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the I-3 Planned industrial park district. The purpose of the I-3 Planned industrial park district is to provide for modern industrial warehouse/office complexes of integrated design with attractive landscaping in suitable locations with access to arterial thoroughness.

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

- a. *Height.* The maximum height of buildings permitted shall be ~~forty-five (45)~~ **fifty (50)** feet and not over ~~three (3)~~ **five (5)** stories. **Buildings exceeding this limitation shall require a special use permit.**



MEMO

To: Mayor Dwain Hahs and Members of the Board of Aldermen
From: Rodney Bollinger, Director of Administrative Services 
Date: October 16, 2025
Re: Updates to Traffic Control Schedules – Crosswalk Designations

This memorandum accompanies an agenda item regarding proposed updates to the City's traffic control schedules related to crosswalks.

As part of the East Main Street Walkway Project, the City is constructing new sidewalks along East Main Street between Bellevue St. and Shawnee Blvd. During this process, staff has identified the need for specific traffic control designations to ensure the safe and efficient movement of both pedestrians and vehicles.

To support these improvements, staff recommends the addition of five new crosswalk designations. These updates will enhance pedestrian safety, improve traffic flow, and align with current traffic management practices and public needs.

Should you have any questions or wish to discuss any of the proposed changes in more detail, City staff will be available during the meeting to provide clarification.

BILL NO. 25-__

ORDINANCE NO. 25-__

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

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

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

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

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

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

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

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

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

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

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

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

Schedule XVI,” and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

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

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

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

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

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

FIRST READING: October 20, 2025.

SECOND READING: October 20, 2025.

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

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk