



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, January 06, 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.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of December 16, 2024.

FINANCIAL AFFAIRS

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

ACTION ITEMS

Power, Light, and Water Committee

4. Motion changing the date of the Mayor & Board of Aldermen Regular Meeting and Study Session from Monday, February 17, 2025, to Tuesday, February 18, 2025, at 6:00 p.m., in observance of the Presidents' Day holiday.
5. Motion accepting the proposal of Brycer, LLC, of Warrenville, Illinois, relative to providing fire code compliance software services for Jackson Fire Rescue, under the Compliance Engine Program.
6. Bill proposing an Ordinance authorizing a contractual agreement with Brycer, LLC, relative to providing fire code compliance software services for Jackson Fire Rescue, under the Compliance Engine Program.
7. Bill proposing an Ordinance authorizing the Mayor to sign Depository Agreements with First State Community Bank, Commerce Bank, First Midwest Bank, First Missouri State Bank, The Bank of Missouri, US Bank, Southern Bank, and Wood & Huston Bank.

Street, Sewer, and Cemetery Committee

8. Motion accepting the proposal of Reaction Distributing, Inc., of Ajax, Ontario, Canada, in the amount of \$104,796.00, and authorizing the purchase of a horizontal baler for the Recycling Center.

- [9.](#) Bill proposing an Ordinance approving an Annexation Agreement with Semo Land Development, LLC, relative to the voluntary annexation and zoning of 1.25 acres of property addressed as 345 West Jackson Trail.
- [10.](#) Bill proposing an Ordinance authorizing a License Agreement with the City of Springfield, Missouri, relative to the SafeAcross Program.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

11. Report by Mayor
12. Reports by Board Members
13. Report by City Attorney
14. Report by City Administrator
15. Discussion of future agenda items

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; and Sections 610.021(3) and Section 610.021(13), relative to personnel.

ADJOURN

Posted on 1/3/2025 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, December 16, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Steve Stroder, Mike Seabaugh, Eric Fraley, Katy Liley, David Reiminger, and Wanda Young. Present-6; Absent-2: Alderman David Hitt and Alderwoman 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 presented. Ayes-6; Nays-0; Absent-2.

Public Hearing to Consider the Proposed)
 2025 City of Jackson Annual Budget)

Now comes forth a Public Hearing to consider the proposed 2025 City of Jackson Annual Budget, which also includes proposed sewer utility service rate adjustments and other utility service rate adjustments.

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

No one speaks at the public hearing.

The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the Minutes of the)
 December 2, 2024, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve the minutes of the preceding Regular Board Meeting of Monday, December 2, 2024. Ayes-6; Nays-0; Absent-2.

Motion to Approve the City Collector's)
 Electric, Water & Sewer, Taxes &)
 Licenses, and Refuse Report for)
 November, 2024)

Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for November, 2024. Ayes-6; Nays-0; Absent-2.



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 16, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

CITY COLLECTOR'S REPORT FOR NOVEMBER 2024						
DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,187,271.41	273,839.55	214,828.93	62,110.08	-	1,738,049.97
Penalties	4,658.53	1,467.76	1,180.56	314.45	-	7,621.30
Sales Tax	33,781.78	8,132.37	-	-	-	41,914.15
Disconnect Fees	600.00	-	-	-	-	600.00
Returned Transaction Fees	360.00	-	-	-	-	360.00
Customer Relocation Fees	-	-	-	-	325.00	325.00
Trash Stickers	-	-	-	1,354.00	-	1,354.00
UTILITY COLLECTIONS	1,226,671.72	283,439.68	216,009.49	63,778.53	325.00	1,790,224.42
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,226,671.72	283,439.68	216,009.49	63,778.53	325.00	1,790,224.42
Business/Contractor Licenses	-	-	-	-	1,787.50	1,787.50
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	1,787.50	1,787.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	836.67
Cash in bank	-	-	-	-	-	1,792,848.59
Missouri Sales Tax payment	(33,781.78)	(8,132.37)	-	-	-	(41,914.15)
TO CITY TREASURER					\$	1,750,934.44

Respectfully Submitted,

City Collector



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 16, 2024 at 6:00 PM
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MINUTES

Motion to Approve the November, 2024)
 City Clerk's and Treasurer's Reports)

Motion made by Alderman Seabaugh, seconded by Alderman Stroder, to approve the City Clerk's and Treasurer's Reports for November, 2024. Ayes-6; Nays-0; Absent-2.

CITY TREASURER'S REPORT FOR NOVEMBER 2024						
FUND	FUND BALANCES		RECEIPTS	TRANSFER OF FUNDS		DISBURSEMENTS
	11-01-2024	11-30-2024		11-30-2024	11-30-2024	
ELECTRIC FUNDS						
Operation & Maintenance	-	-	1,293,428.87	(237,371.88)	1,056,056.99	-
Electric Surplus Fund	3,838,357.79	-	-	208,637.82	17,384.65	2,874,670.96
Electric Capital Projects Fund	3,494,975.58	-	-	-	57,417.78	7,557.80
WATER & SEWER FUNDS						
Water Operation & Maint.	-	-	422,553.25	(310,855.32)	111,697.93	-
Water & Sewer Revenue Bond Fund	107,345.00	-	-	49,850.00	-	157,195.00
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	-	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	-	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	-	-
Water & Sewer Surplus Fund	11,325,398.73	45,896.21	-	424,463.47	25,317.95	2,368,440.46
Water Replacement Fund	798,661.50	-	-	-	-	73,661.50
Wastewater Operation & Maint.	-	-	235,232.90	(187,970.33)	47,262.57	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	-	160,497.23
W & S Construction Fund	3,655,732.03	-	-	-	-	1,304,557.39
General Revenue Fund	1,808,948.82	44,385.55	-	(200,005.23)	682,593.06	5,736.08
Landfill Fund	719,601.14	76,031.61	-	(7,928.67)	46,688.66	131,015.42
Cemetery Fund	999,643.39	6,219.59	-	(5,250.21)	12,586.83	118,045.94
City Park Fund	60,535.34	1,958.78	-	(5,998.57)	38,995.35	17,558.20
Public Park Foundation Fund	133,334.77	500.00	-	-	2,900.00	934.77
Recreational Development Fund	41,731.91	12,785.00	-	-	14,184.57	40,332.34
Band Fund	-	419.59	-	-	419.59	-
ARPA Fund	1,437,265.77	-	-	-	71,552.98	5,712.79
Road Use Tax Fund	1,100,058.55	71,007.48	-	-	7,900.00	409,166.03
Stormwater Maintenance Fund	311,373.44	475.73	-	-	3.97	43,845.20
Trust and Agency Fund	820,907.78	14,422.48	-	12,695.34	25,430.30	24,535.30
Health Insurance Fund	1,426,797.66	32,883.12	-	152,706.35	357,221.90	210,165.23
Inmate Security Fund	17,559.12	92.00	-	-	17,651.12	17,651.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	3,617.07
Transportation Sales Tax Fund	910,030.34	135,141.81	-	-	1,432.78	223,739.37
Transportation Capital Projects Fund	624,413.52	-	-	-	624,413.52	624,413.52
Sales Tax Fund	1,785,963.94	305,363.18	-	107,811.01	1,353.98	242,871.38
Recreation Sales Tax Fund	278,890.42	79,013.73	-	(843.78)	28,887.81	278,172.56
Public Safety Sales Tax Fund	108,583.76	134,025.24	-	-	-	242,609.00
Fire Protection Sales Tax Fund	57,165.52	67,049.42	-	-	-	124,214.94
Capital Projects Construction Fund	3,218,538.09	54,420.91	-	-	455,493.61	7,466.39
Economic Dev. Reserve Fund	886,598.78	44,770.25	-	-	-	81,369.03
CDBG Grant Fund	72,932.38	-	-	-	270.38	72,662.00
I-55 Corridor Special Alloc. Fund	2,317.69	-	-	-	-	2,317.69
TOTALS	41,219,838.06	3,078,134.70	(0.00)	(0.00)	3,484,328.28	9,874,731.72
Respectfully Submitted,						
<i>Angela Birk</i>						
Angela Birk, City Clerk/Treasurer						
TOTAL						9,874,731.72
Cash on Hand						1,475.00
General Account						8,118,705.21
Collectors Account						1,750,934.44
Equitable Sharing Fund						3,617.07



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MINUTES

CITY CLERK'S REPORT FOR THE MONTH OF NOVEMBER, 2024

<u>ELECTRIC</u>	6,115.90
<u>WATER</u>	2,700.00
<u>WASTEWATER</u>	0.00
<u>GENERAL REVENUE</u>	22,966.83
<u>LANDFILL</u>	12,222.40
<u>CEMETERY</u>	5,800.00
<u>PARK</u>	1,275.35
<u>PARK FOUNDATION</u>	500.00
<u>RECREATIONAL DEVELOPMENT</u>	12,785.00
<u>STORMWATER MAINTENANCE FUND</u>	475.73
<u>TRUST & AGENCY</u>	0.00
<u>HEALTH INSURANCE FUND</u>	1,274.38
<u>INMATE SECURITY FUND</u>	0.00
<u>TRANSPORTATION SALES TAX</u>	1,042.80
<u>RECREATIONAL SALES TAX FUND</u>	11,964.34
<u>REPORT TOTAL</u>	79,122.73

Water & Light Deposit Accounts
 NOVEMBER, 2024

Beginning Balance November 1, 2024:	\$266,935.87
TOTAL DEPOSITS	\$12,534.27
TOTAL REFUNDS	\$12,762.37
Ending Balance November 30, 2024:	\$266,707.77

<i>Balance Consists of :</i>	
Checking Account for US Bank	\$56,707.77
Investments	\$210,000.00
	\$266,707.77

Motion to Extend a Contractual)
 Agreement with SEMO Redi for one year)
 Per existing contract terms, relative)
 To the solicitation of business, industry,)
 And Commerce)



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Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to extend a contractual agreement with SEMO Redi for one year, per existing contract terms, relative to the solicitation of business, industry, and commerce. Ayes-6; Nays-0; Absent-2.

Motion to Approve the appointment of)
 Mayor Dwain Hahs to serve as the City's)
 Representative on the SEMO Redi)
 Board of Directors, for a one-year term,)
 Beginning January 1, 2025)

Motion made by Alderman Reiminger, seconded by Alderman Stroder, to approve the appointment of Mayor Dwain Hahs to serve as the City's representative on the SEMO Redi Board of Directors, for a one-year term, beginning January 1, 2025. Ayes-6; Nays-0; Absent-2.

Motion to Authorize the payment of)
 \$25,000.00 from the City of Jackson's)
 American Rescue Plan Act Funds to the)
 Community Outreach Board, relative to)
 Providing support for community events)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to authorize the payment of \$25,000.00 from the City of Jackson's American Rescue Plan Act Funds to the Community Outreach Board, relative to providing support for the community events. Ayes-6; Nays-0; Absent-2.

Motion to Approve Task Order)
 Authorization No. 24-12, to Burns &)
 McDonnell, of Kansas City, Missouri,)
 Relative to providing engineering)
 Services under the Jackson Sanitary)
 Landfill Post-Closure Assessment)

Motion made by Alderman Reiminger, seconded by Alderman Stroder, to approve Task Order Authorization No. 24-12, in the amount of \$37,500.00, to Burns & McDonnell, of Kansas City, Missouri, relative to providing engineering services under the Jackson Sanitary Landfill Post-Closure Assessment. Ayes-6; Nays-0; Absent-2.

Motion to Approve Change Order No. 2,)
 To Penzel Construction Company, Inc.,)
 Of Jackson, Missouri, relative to the)
 Building Addition & Renovation of)
 Jackson Fire Station No. 1 Project)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve Change Order No. 2, extending the contract time by 33 days, to Penzel Construction Company, Inc., of Jackson, Missouri, relative to the Building Addition & Renovation of Jackson Fire Station No. 1 Project. Ayes-6; Nays-0; Absent-2.

Motion to Accept the bid of MDR)
 Construction, Inc., of Columbia,)
 Mississippi, relative to the 15kV Electric)
 Distribution Circuit #21 Upgrade)

Motion made by Alderman Reiminger, seconded by Alderman Stroder, to accept the bid of MDR Construction, Inc., of Columbia, Mississippi, in the amount of \$577,864.86, relative to the 15kV Electric Distribution Circuit #21 Upgrade. Ayes-6; Nays-0; Absent-2.



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Ordinance No. 24-117 Re: To Authorize)
 A contractual agreement with MDR)
 Construction, Inc., relative to the 15kV)
 Electric Distribution Circuit #21 Upgrade)

The matter of authorizing a contractual agreement with MDR Construction, Inc., relative to the 15kV Electric Distribution Circuit #21 Upgrade, came on for consideration. Alderman Reiminger introduced Bill No. 24-117, 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 MDR CONSTRUCTION, INC., OF COLUMBIA, MISSISSIPPI, RELATIVE TO THE 15KV ELECTRIC DISTRIBUTION CIRCUIT #21 UPGRADE; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-117 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. 24-117 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. 24-117 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderwoman Williams-absent; Alderwoman Young-aye; Alderman Hitt-absent; Alderman Reiminger-aye; Alderman Fraley-aye; Alderwoman Liley-aye; and Alderman Stroder-aye.

BILL NO. 24-117

ORDINANCE NO. 24-117

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND MDR CONSTRUCTION, INC., OF COLUMBIA, MISSISSIPPI, RELATIVE TO THE 15KV ELECTRIC DISTRIBUTION CIRCUIT #21 UPGRADE; 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 **MDR Construction, Inc., of Columbia, Mississippi**. 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.



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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: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Motion to Approve the 2025 City of)
 Jackson Solid Waste, Sewer, Water,)
 and Electric Utility Service Rate)
 Schedules)

Motion made by Alderman Reiminger, seconded by Alderman Stroder, to approve the 2025 City of Jackson solid waste, sewer, water, and electric utility service rate schedule. Ayes-6; Nays-0; Absent-2.

Ordinance No. 24-118 Re: To Approve)
 the 2025 City of Jackson Annual Budget)

The matter of approving the 2025 City of Jackson Annual Budget, came on for consideration. Alderman Reiminger introduced Bill No. 24-118, being for an ordinance entitled as follows:

**AN ORDINANCE APPROVING THE 2025 BUDGET AS PROPOSED, FOR THE
 CITY OF JACKSON, MISSOURI, AS MADE AND PROVIDED IN SECTION 67.010,
 ET SEQ, RSMO.**



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On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 24-118 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. 24-118 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. 24-118 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Stroder-aye; Alderman Hitt-absent; Alderman Fraley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderwoman Williams-absent; and Alderwoman Liley-aye.

BILL NO. 24-118

ORDINANCE NO. 24-118

**AN ORDINANCE APPROVING THE 2025 BUDGET AS PROPOSED, FOR THE
 CITY OF JACKSON, MISSOURI, AS MADE AND PROVIDED IN SECTION 67.010,
 ET SEQ, RSMO.**

WHEREAS, the Budget Officer of the City of Jackson, Missouri, has heretofore presented to the Mayor and Board of Aldermen, a proposed budget for the City of Jackson, Missouri, and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, after due consideration of said proposed budget, and

WHEREAS, the Budget Officer of the City of Jackson, Missouri, has heretofore presented to the Mayor and Board of Aldermen, a proposed budget for the 2025 calendar year of the City of Jackson, Missouri, and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, being mindful of the requirements of Section 67.010, et seq., RSMo, deem it desirable to approve said budget by ordinance.

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 hereby approve the 2025 proposed budget as submitted by the city budget officer.

Section 2. That in accordance with Section 37.030, the Mayor and Board of Aldermen are mindful of the limitations of the budget for the calendar year 2025 as made and provided in said section.

Section 3. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, have approved the proposed budget for the year 2025 for the City of Jackson, Missouri, being mindful of the provisions of Section 67.010, RSMo., and that said section requires that any changes in



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expenditures set forth in this approved budget can only be effectuated upon showing that said increase in expenditures is necessary and proper, and that said increase in expenditures be approved by formal ordinance of the Mayor and Board of Aldermen of the City of Jackson, Missouri.

Section 4. That attached hereto, and incorporated herein as if fully set forth in the proposed budget for the calendar year 2025, for the City of Jackson, Missouri, as approved heretofore by the Mayor and Board of Aldermen.

Section 5. That this Ordinance shall take effect and be in force and effect from and after its passage and approval and shall be effective the 1st day of January, 2025.

FIRST READING: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

Angela Birk (signed)
 City Clerk

Ordinance No. 24-119 Re: To Approve)
 the 2025 City of Jackson Employee)
 Compensation Plan)

The matter of approving the 2025 City of Jackson Employee Compensation Plan, came on for consideration. Alderman Reiminger introduced Bill No. 24-119, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING PAY PLAN, HEREINAFTER KNOWN AS "WAGE AND SALARY ADMINISTRATION PLAN" FOR THE CITY OF JACKSON, MISSOURI, FOR OFFICERS AND EMPLOYEES OF THE CITY; ESTABLISHING MEANS AND METHOD OF ADMINISTRATION PLAN; AND ESTABLISHING THE CITY PAY PLAN FOR THE FISCAL YEAR 2025.

On a motion made by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 24-119 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 24-119 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. 24-119 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Stroder-aye; Alderman Hitt-absent; Alderman Fraley-aye; Alderman



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Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Williams-absent; and Alderwoman Liley-aye.

BILL NO. 24-119

ORDINANCE NO. 24-119

AN ORDINANCE AMENDING PAY PLAN, HEREINAFTER KNOWN AS “WAGE AND SALARY ADMINISTRATION PLAN” FOR THE CITY OF JACKSON, MISSOURI, FOR OFFICERS AND EMPLOYEES OF THE CITY; ESTABLISHING MEANS AND METHOD OF ADMINISTRATION PLAN; AND ESTABLISHING THE CITY PAY PLAN FOR THE FISCAL YEAR 2025

WHEREAS, the City Administrator for the City of Jackson, Missouri, with the advice and assistance of a private consultant and his staff have previously proposed to the City, an amended pay plan to provide for equitable advancement, credit for time in service, establishing procedures for administration of same, establishing procedures for advancement, and adjusting overall current wage levels of the city employees; and

WHEREAS, the City Administrator and consultant have previously established a method of classification of all job positions in the City and providing job descriptions and physical and educational requirements therefore; and,

WHEREAS, the City Administrator and consultant have previously designed a method for equitable implementation of same;

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

Section 1. That in accordance with the provision of Section 3-100 of the Code of Ordinances of the City of Jackson, Missouri, an amended pay plan is here, readopted and the same is attached hereto and incorporated herein by reference.

Section 2. That in accordance with Section 3-100, the City Clerk shall keep on file and have available for public inspection during regular business hours the “Wage and Salary Administration Plan”.

Section 3. That the “Wage and Salary Administration Plan Employees Compensation Guidelines” previously developed by the staff and staff consultant, and incorporated herein, are hereby adopted by the City of Jackson, Missouri, and shall be available in the office of the City Clerk as provided in Sec. 3-100 of the Code of Ordinances.



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Board Chambers, City Hall, 101 Court St.

MINUTES

Section 4. That in accordance with Section 3-100 of the Code of Ordinances of the City of Jackson, Missouri, Chapter 67 of the Revised Statutes of Missouri and the City's "Wage and Salary Administration Plan", the Board of Aldermen hereby adopt as the official pay plan for the 2025 fiscal year the plan set forth in the revised "2025 Pay Plan for the City of Jackson, Missouri", which is attached hereto, and incorporated herein.

Section 5. That this Ordinance shall take effect and be in force and effect from and after its passage and approval and the accompanying "2025 Pay Plan for City of Jackson" shall be effective the 1st day of January, 2025.

FIRST READING: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Motion to Accept Park Memorial &)
 Donations, from Kenneth Lucy and Allen)
 Home Care Services, Inc., relative to)
 Improvements to the Street Hockey Rink)
 Project in the City Park)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to accept Park Memorial & Donations, in the amount of \$5,000.00 each, from Kenneth Lucy and Allen Home Care Services, Inc., relative to Improvements to the Street Hockey Rink Project in the City Park. Ayes-6; Nays-0; Absent-2.

Motion to Accept the bid of Zoellner)
 Construction Co., Inc., of Perryville,)
 Missouri, relative to the Splash Pad)
 Construction Project at the Swimming)
 Pool)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept the bid of Zoellner Construction Co., Inc., of Perryville, Missouri, in the amount of 383,795.00, relative to the Splash Pad Construction Project at the Swimming Pool. Ayes-6; Nays-0; Absent-2.

Ordinance No. 24-120 Re: To Authorize)
 A contractual agreement with Zoellner)



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Construction Co., Inc., relative to the)
 Splash Pad Construction Project at the)
 Swimming Pool)

The matter of authorizing a contractual agreement with Zoellner Construction Co., Inc., relative to the Splash Pad Construction Project at the Swimming Pool, came on for consideration. Alderwoman Liley introduced Bill No. 24-120, 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 ZOELLNER CONSTRUCTION CO., INC., OF PERRYVILLE, MISSOURI, RELATIVE TO THE SPLASH PAD CONSTRUCTION PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-120 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. 24-120 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. 24-120 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderwoman Young-aye; Alderman Hitt-absent; Alderman Fraley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; and Alderwoman Williams-absent.

BILL NO. 24-120

ORDINANCE NO. 24-120

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND ZOELLNER CONSTRUCTION CO., INC., OF PERRYVILLE, MISSOURI, RELATIVE TO THE SPLASH PAD CONSTRUCTION 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 **Zoellner Construction Co., Inc., of Perryville, 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.



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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: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Motion to Approve Change Order No. 5)
 To Herzog Excavating & Demolition, LLC)
 Of Perryville, Missouri, relative to the)
 Disposal of Stockpiled Brush Program)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve Change Order No. 5, in the amount of \$8,000.00, to Herzog Excavating & Demolition, LLC, of Perryville, Missouri, relative to the Disposal of Stockpiled Brush Program. Ayes-6; Nays-0; Absent-2.

Resolution No. 2024-06 a Resolution to)
 Approve an application for the voluntary)
 Annexation with zoning of 1.25 acres of)
 property addressed as 345 West)
 Jackson Trail, and setting a public)
 Hearing for Tuesday, January 21, 2025,)
 At 6:00 p.m., as submitted by Semo)
 Land Development, LLC)



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Motion made by Alderwoman Liley, seconded by Alderman Fraley, to accept an application for voluntary annexation with zoning of 1.25 acres of property addressed as 345 West Jackson Trail, and setting a public hearing for Tuesday, January 21, 2025, at 6:00 p.m., as submitted by Semo Land Development, LLC. Ayes-6; Nays-0; Absent-2.

RESOLUTION NO. 2024-06

RESOLUTION

A RESOLUTION RELATIVE TO VOLUNTARY ANNEXATION WITH ZONING
 UNDER THE PROVISIONS OF SECTION 58-12

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have received a petition for voluntary annexation with zoning filed under the provisions of the City of Jackson, Missouri, Municipal Code Section 58-12; and,

WHEREAS, the voluntary annexation with zoning is for an area sought to be annexed by the City of Jackson, Missouri; and,

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interests of the citizens of the City of Jackson, Missouri, to proceed with the annexation and zoning of said parcel of real estate.

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

Section 1. That there has been presented on the 16th day of December, 2024, to the Board of Aldermen of the City of Jackson, Missouri, a verified petition for annexation with zoning, signed by the owners of all fee interests of record, to-wit: Semo Land Development, LLC, in the tracts of real property located within the area described in said petition, which area is proposed to be annexed to the City of Jackson, Missouri, and which petition requests the annexation of such area into the city limits of the City of Jackson, Missouri; a copy of said petition is attached hereto.

Section 2. No part of said real property sought to be annexed by the petition attached hereto is included in any incorporated municipality.

Section 3. That the real property described in the annexation petition attached hereto is contiguous to the existing corporate limits of the City of Jackson, Missouri.



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Section 4. That, in accordance with the provisions of Section 58-12, a public hearing shall be held concerning this matter on the 21st day of January, 2025, at 6:00 p.m. at the City Hall in the City of Jackson, Missouri.

Section 5. That the City Clerk is hereby authorized and directed to cause a notice of such hearing to be published at least seven days prior to the date of the hearing in a newspaper of general circulation in Cape Girardeau County, Missouri, which is qualified to publish legal matters.

PASSED by the Board of Aldermen of the City of Jackson, Missouri, this 16th day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Ordinance No. 24-121 Re: To Approve)
 The Final Plat of Orchard Place)
 Subdivision Phase 1, as submitted by)
 Villas of West Park, LLC)

The matter of approving the Final Plat of Orchard Place Subdivision Phase 1, as submitted by Villas of West Park, LLC, came on for consideration. Alderwoman Liley introduced Bill No. 24-121, being for an ordinance entitled as follows:

AN ORDINANCE ACCEPTING THE PLAT OF ORCHARD PLACE SUBDIVISION PHASE 1; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-121 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. 24-121 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. 24-121 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderwoman Young-aye; Alderwoman Liley-aye Alderman Hitt-absent; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; and Alderwoman Williams-absent.

BILL NO. 24-121

ORDINANCE NO. 24-121



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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AN ORDINANCE ACCEPTING THE PLAT OF ORCHARD PLACE SUBDIVISION PHASE 1; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Villas of West Park, LLC, has platted Orchard Place Subdivision Phase 1 all of which is located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the developer has designed the required improvements and has committed to construct said improvements; and,

WHEREAS, the developer has complied with all of the city ordinances and, in particular, Chapter 57 of the Code of Ordinances of the City of Jackson, Missouri.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of Orchard Place Subdivision Phase 1, which is attached hereto, including all easements, right-of-way streets and improvements indicated thereon subject to the terms and conditions expressed therein.

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

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

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

FIRST READING: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)



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ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 24-122 Re: To Amend)
 The "Stop Street Designation Schedule"-)
 Schedule VI, by adding a designation)
 On Coldwater Drive)

The matter of amending the "Stop Street Designation Schedule" – Schedule VI, by adding a designation on Coldwater Drive, came on for consideration. Alderwoman Liley introduced Bill No. 24-122, being for an ordinance entitled as follows:

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

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-122 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. 24-122 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. 24-122 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Hitt-absent; Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; Alderwoman Young-aye; and Alderwoman Williams-absent.

BILL NO. 24-122

ORDINANCE NO. 24-122

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

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

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

COLDWATER DRIVE: On Coldwater Drive at its intersection with South Old Orchard Road, traffic on Coldwater Drive to stop.

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



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

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

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

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

FIRST READING: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Ordinance No. 24-123 Re: To Authorize)
 a SafeAcross Services Contract with the)
 City of Springfield, Missouri)

The matter of authorizing a SafeAcross Services Contract with the City of Springfield, came on for consideration. Alderwoman Liley introduced Bill No. 24-123, 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 THE CITY OF SPRINGFIELD OF SPRINGFIELD, MISSOURI, RELATIVE TO THE SAFEACROSS PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-123 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. 24-123 was placed on its second reading and final passage and was read by title, considered



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discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-123 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Hitt-absent; Alderman Stroder-aye; Alderwoman Young-aye; and Alderwoman Williams-absent.

BILL NO. 24-123

ORDINANCE NO. 24-123

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE CITY OF SPRINGFIELD OF SPRINGFIELD, MISSOURI*, RELATIVE TO *THE SAFEACROSS PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The City of Springfield of Springfield, 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.



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FIRST READING: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of 6 ayes, 0 nays,
 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Ordinance No. 24-124 Re: To Approve a)
 Memorandum of Understanding with the)
 County of Cape Girardeau for the)
 Construction of Phase One of a Public)
 Parking Lot on North High Street)

The matter of approving a Memorandum of Understanding with the County of Cape Girardeau for the Construction of Phase One of a Public Parking Lot on North High Street, came on for consideration. Alderwoman Liley introduced Bill No. 24-124, 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 *PHASE ONE OF A PARKING LOT ON NORTH HIGH STREET*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-124 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. 24-124 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. 24-124 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Stroder-aye; Alderman Reiminger-aye; Alderman Hitt-absent; Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; and Alderwoman Williams-absent.

BILL NO. 24-124

ORDINANCE NO. 24-124

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 *PHASE ONE OF A PARKING LOT ON NORTH HIGH STREET*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.



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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 **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: December 16, 2024.

SECOND READING: December 16, 2024.

PASSED AND APPROVED this 16th day of December, 2024, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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Board Chambers, City Hall, 101 Court St.

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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 leasing, purchase, or sale of real estate in accordance with Section 610.021(2) RSMo.

Motion to Recess the Meeting to Study)
 Session)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:21 P.M., to convene to the Study Session. Ayes-6; Nays-0; Absent-2.

 Returned to Open Session at 6:49 P.M., from Study Session.

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

Meeting concluded at 6:49 P.M. On a motion by Alderwoman Liley, seconded by Alderwoman Young, it is ordered that the Board now convene into closed for one item, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Young-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; Alderwoman Williams-absent; Alderman Hitt-absent; Alderwoman Reiminger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-6; Nays-0; Absent-2.

ATTEST:

Mayor

City Clerk

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *BRYCER, LLC, OF WARRENVILLE, ILLINOIS*, RELATIVE TO *THE COMPLIANCE ENGINE PROGRAM*; 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 **Brycer, LLC of Warrenville, Illinois**. 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: January 6, 2025.

SECOND READING: January 6, 2025.

PASSED AND APPROVED this 6th day of January, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

BRYCER, LLC
4355 Weaver Parkway
Suite 230
Warrenville, IL 60555

November 8th, 2024

Jackson Fire and Rescue
 503 South Hope Street
 Jackson, MO, 63755

Re: “The Compliance Engine”

Dear: Jackson Fire and Rescue

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, Jackson Fire and Rescue (Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for three years, commencing _____ (the “Initial Term”). Thereafter, the Term shall automatically renew for successive three-year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:
 - **Availability.** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
 - **Service Level.** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
 - **Backup.** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative,

physical and technical safeguards for protection of the security, confidentiality and integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- ***Retention of Information.*** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- ***Notices.*** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- ***Call Center*** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- ***Updates and Enhancements.*** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- ***Operating System.*** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- ***Training.*** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- ***Information.*** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within [**Jackson Fire and Rescue**] for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- ***Enforcement.*** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- ***Reports.*** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

By: _____
Its: _____

Acknowledged and Agreed to this
____ day of _____, 20 ____:

~~[Jackson Fire and Rescue]~~

City of Jackson, Missouri

By: _____
Its: _____

Exhibit A

Terms and Conditions

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. Restrictions on Use. Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. Proprietary Rights. All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. Independent Contractor. Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. Reservation of Rights. Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. Use of Logos. During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. Confidential Information. Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. Brycer Warranty. Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. Disclaimer. All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. LIMITATION ON DAMAGES. BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. Risks Inherent to Internet. Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. Indemnity. Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. Breach. Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. Illegal Payments. Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. Beneficiaries. There are no third party beneficiaries to the Agreement.
15. Force Majeure. Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. Notices. All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. JURISDICTION AND VENUE. THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. Attorneys' Fees. The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. Entire Agreement. The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. Amendment. The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. Expiration. The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.

Exhibit B**Maintenance Schedule and Minimum Service Levels****1. Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. Response Time.

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. Customer Support

Customer support hours are 24/7/365. The number is 630-413-9511

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

BILL NO. 25-__

ORDINANCE NO. 25-__

A BILL TO ENACT AN ORDINANCE TO AUTHORIZE SELECTION OF DEPOSITORIES FOR DEMAND DEPOSITS OF CITY FUNDS; AND TO AUTHORIZE THE SELECTION OF DEPOSITORIES FOR THE INVESTMENT OF IDLE CITY FUNDS; AND TO AUTHORIZE THE MAYOR TO SIGN DEPOSITORY AGREEMENTS WITH DEPOSITORIES.

WHEREAS, the City of Jackson, desires to enter into a depository agreement with **First State Community Bank, Commerce Bank, First Midwest Bank, First Missouri State Bank, The Bank of Missouri, US Bank, Southern Bank, and Wood & Huston Bank**, for the deposit of Demand Deposits or checking account funds; and

WHEREAS, the City of Jackson, desires to enter into a depository agreement with said banks regarding the investment of idle City Funds.

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

1. That the Mayor is hereby, authorized and directed to sign a depository agreement with **First State Community Bank, Commerce Bank, First Midwest Bank, First Missouri State Bank, The Bank of Missouri, US Bank, Southern Bank, and Wood & Huston Bank**. Said agreements are attached hereto and incorporated herein by reference.

2. That all of said depository agreements shall have a one-year term under a depository agreement as required by state statute.

3. That said banks shall be depositories for all demand deposits of checking account funds of the City in an unlimited amount subject only to the deposit of securities as required by; Sections 110.010 and 110.020, RSMo.

4. That said banks shall be authorized to hold idle investment funds of the City, subject to the required deposit of securities as required by Section 110.010 and 110.020, RSMo.

5. The Treasurer of the City shall, whenever the City accumulates idle funds, invest said funds in time certificates of deposits, based upon the highest sealed bids received from the designated depositories. All of such investment funds shall be in One Hundred Thousand Dollars (\$100,000.00) or more increments. The Treasurer shall notify the depositories of available money for bid by phone, electronic transmission or United States Mail.

6. This ordinance shall take effect and be in force from and after its passage and approval and shall repeal all ordinances or parts thereof in conflict herewith.

FIRST READING: January 6, 2025.

SECOND READING: January 6, 2025.

PASSED AND APPROVED this 6th day of January, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor


ATTEST:

City Clerk



City of Jackson

MEMO TO: The Honorable Mayor Dwain Hahs
and Members of the Board of Aldermen

FROM: Rodney Bollinger, Director of Administrative Services 

DATE: December 13, 2024

SUBJECT: Horizontal Baler Project – bid tabulation

As you already know, the City of Jackson was recently awarded a grant through the Southeast Missouri Solid Waste Management District for a new horizontal baler to be located at the Recycling Center. The District will pay up to \$47,837.95 of the total cost of the new equipment.

The city sent out a request for proposals in November. Bids were opened on Tuesday, December 10th, at 10:00 a.m. at City Hall. Four companies submitted proposals for the project.

Sanitation Foreman, Collin Campbell, and I have reviewed the bids and recommend award to Reaction Distributing, Inc., of Ajax, Ontario, Canada, in the amount of \$104,796.00.

Please know this is an approved budget item for 2024.

The staff respectfully recommends the Mayor and Board approve this purchase at the January 6, 2025 regular meeting.

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

Reaction Distributing Inc.

19 Brock St.
 Ajax, Ontario L1S 1S9
 Tel: 905-426-6442 Fax: 905426-5925

Invoice

Date	S.O. No.	Invoice #
2025-01-02		1539
Ship To		

Invoice To
City of Jackson City Hall 101 Court Street Jackson, Missouri 63755

P.O. No.	Terms	Due Date	Rep	Ship Date	W.O. #
		2025-01-02		2025-01-02	
Item	Description	Qty	Price Each	Amount	
THB-6048HD	Model THB-6048HD horizontal . closed door baler C/w 30 hp hydraulic power unit, main operator control panel mounted on hydraulic power unit,	1	76,998.00	76,998.00	
THB-6048HD	Rear in-feed conveyor	1	17,998.00	17,998.00	
THB-6048HD	Set of bale tie rods	1	300.00	300.00	
Installation	Delivery and Installation	1	14,500.00	14,500.00	
Used Equipment	Trade in - Model HE-60 "as is"	-1	5,000.00	-5,000.00	
				Subtotal	USD 104,796.00

Interest at 2% will be charged on all overdue accounts. (24% per annum) All items remain the property of Reaction Distributing Inc. until full payment is received. Reaction Distributing Inc. will not be responsible for consequential damages due to lateness in delivery or equipment failure.

Tax **USD 0.00**

Total **USD 104,796.00**

GST/HST No. 867701674

HORIZONTAL BALER PROJECT BID SHEET

(required for proper submittal of bid)

Reaction Distributing Inc. proposes to furnish all labor, equipment, and materials for the Horizontal Baler Project and to perform all related work as provided for and in accordance with the specifications for the project for the following price:

Bid price for horizontal baler as described (lump sum)	\$ <u>109,796.00</u>
Less trade-in: HE-60-M Cram-A-Lot Horizontal Baler	- \$ <u>5,000.00</u>
Total bid price:	\$ <u>104,796.00</u>

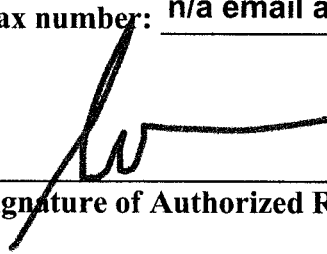
Submitted on November 25, 2024 (date)

Name of company: Reaction Distributing Inc.

Business address: 19 Brock Street, Ajax, Ontario, Canada, L1S 1S9

Phone number: (905) 426-6442

Fax number: n/a email address: larry@reactiondistributing.com



Signature of Authorized Representative

Reaction Distributing Inc.**QUOTE #24-11-25R1**

19 Brock Street

Ajax, Ontario

L1S 1S9

Tel: (905) 426-6442

Fax: (905) 426-5925

CLIENT NAME

City of Jackson, City Hall

101 Court Street

Jackson, Missouri

63755

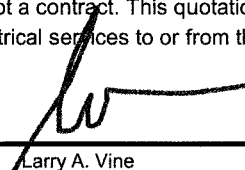
Attention: City Clerk

JOB DESCRIPTION

Notice to bid: horizontal baler project

QUANTITY	EQUIPMENT DESCRIPTION	UNIT COST	TOTAL COST
1	Tri-Pak model THB-6048HD horizontal, closed door baler	\$76,998.00	\$76,998.00
	Clear top opening: 60"W x 48"L	included	included
	2 x 6" diameter cylinders (4" rod x 70" stroke)	included	included
	Baling force: 113,000 lbs. @ 2,000 psi system pressure	included	included
	Baling force: 169,500 lbs. @ 3,000 psi system pressure	included	included
	All components rated for 3,000 psi (minimum)	included	included
	Bale size: 60" x 48" x 30"	included	included
	Bale weight (OCC): up to 1,400 lbs.	included	included
	Full penetration design (baler ejects finished bale)	included	included
	Cycle time: <43 seconds (under no load conditions)	included	included
	Short stroke cycle time: <30 seconds (under no load conditions)	included	included
1	30 hp hydraulic power unit (208/240/480V, 3 phase)	included	included
	38 gpm two-stage pump, 125 gallon oil reservoir, suction strainer	included	included
	oil sight gauge, oil pressure gauge, fill port c/w breather	included	included
1	Main operator control panel mounted on hydraulic power unit	included	included
	PLC/HMI based controls, keyed power on, e-stop, & auto-manual switch	included	included
	Door controls for hydraulic based door latching system	included	included
1	Rear in-feed conveyor (180"L x 60"W as per attached drawings)	\$17,998.00	\$17,998.00
	Slider bed design conveyor c/w 48" usable belt width c/w rubber cleats	included	included
	2hp motor c/w constant belt speed of 65 fpm	included	included
	2 cubic yard charge hopper at the bottom of the conveyor	included	included
	Powder coated finish	included	included
1	Removable breaker bar shear blade (four usable shear blades surfaces)	included	included
1	Shear blades (presshead and breaker bar)	included	included
1	Set of bale tie rods (6 per set)	\$300.00	\$300.00
1	Delivery and installation (electrical service/connection by others)	\$14,500.00	\$14,500.00
	Off-loading, placement, installation and training included	included	included
Sub-total			\$109,796.00
Total estimated cost			\$109,796.00

This is a quotation only, not a contract. This quotation is for completing the job described above. It does not include the cost to install or connect any electrical services to or from the equipment listed above. It is based on the drawings and specifications provided.



Larry A. Vine

25-Nov-24

DATE

QUOTE #24-11-25R1

19 Brock Street
Ajax, Ontario
L1S 1S9
Tel: (905) 426-6442 Fax: (905) 426-5925

CLIENT NAME

City of Jackson, City Hall
101 Court Street
Jackson, Missouri
63755
Attention: City Clerk

JOB DESCRIPTION	
-----------------	--

Notice to bid: horizontal baler project
This bid: trade-in allowance for the existing baler and conveyor system

[illegible]

This is a quotation only, not a contract. This quotation is for completing the job described above. It does not include the cost to install or connect any electrical services to or from the equipment listed above. It is based on the drawings and specifications provided.

Larry A. Vine

25-Nov-24
DATE

MEMO



To: Mayor Dwain Hahs and Members of the Board of Aldermen

From: Rodney Bollinger, Director of Administrative Services

Date: January 2, 2025

Re: Annexation Agreement with Semo Land Development, LLC

Occasionally, annexations can involve a two-step process. First, the Board must introduce a Resolution of Annexation with Zoning. The resolution also sets the date and the time of a required public hearing. Second, an Annexation Agreement is approved by Board that details the terms under which the city and the owners of the area being annexed consent to the annexation.

Mr. Chris Pike has filed an application on behalf of Semo Land Development, LLC, for the voluntary annexation with zoning of 1.25 acres of land the company owns West Jackson Trail. The owner has a plan to build an industrial site and connect it to public utilities. The proposed zoning is I-1 (Light Industrial).

Based on this information, the staff prepared and the property owner has signed an Annexation Agreement which provides for the city's annexation the land, subject to various conditions.

Therefore, it is recommended the Mayor and Board of Aldermen approve the Annexation Agreement for the annexation of 1.25 acres of property on Monday, January 6, 2025 at a Regular Meeting.

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *SEMO LAND DEVELOPMENT, LLC, OF JACKSON, MISSOURI, RELATIVE TO THE VOLUNTARY ANNEXATION AND ZONING OF 1.25 ACRES AT 345 WEST JACKSON TRAIL*; 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 an agreement attached hereto and incorporated herein as if fully set forth; and

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Semo Land Development, LLC, of Jackson, 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 agreement.

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

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

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

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

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

FIRST READING: January 6, 2025.

SECOND READING: January 6, 2025.

PASSED AND APPROVED this 6th day of January, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

**SEMO LAND DEVELOPMENT, LLC
ANNEXATION AGREEMENT**

This Annexation Agreement ("Agreement") between Semo Land Development, LLC, ("Property Owner"), and the City of Jackson, Missouri, ("City"), entered this _____ day of December, 2024.

WHEREAS, the Property Owner is requesting the voluntary annexation with zoning of property situated at 345 West Jackson Trail; and,

WHEREAS, the Property Owner has a conceptual plan for the construction of a building and to connect the building to existing City public utilities as described on Exhibit A which is attached hereto and made a part hereof; and,

WHEREAS, the City realizes that the annexation of said property is reasonable and necessary to the proper development of the City; the City has the ability to furnish normal municipal services to the area to be annexed within a reasonable time; and the annexation of the property is both prudent and beneficial to the citizens of Jackson, Missouri; and,

WHEREAS, the parties desire to memorialize their Agreement in writing.

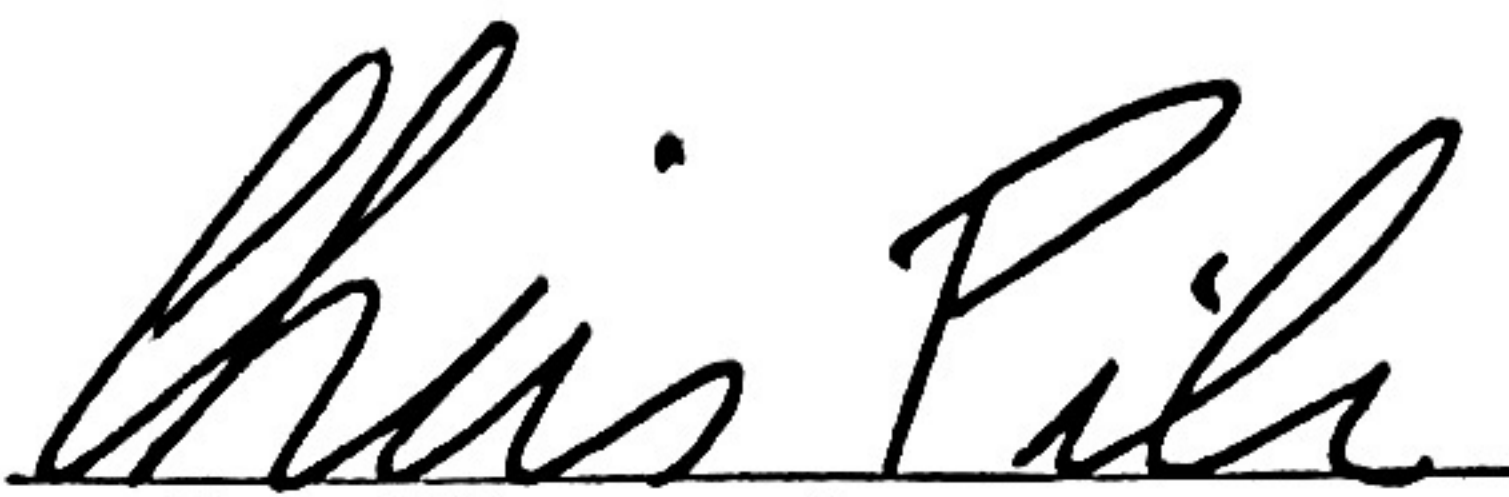
NOW, THEREFORE, in consideration of the mutual covenants and conditions contained, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Property Owner has filed an application and petition for the voluntary annexation with zoning into the City of Jackson, Missouri, of a parcel of land consisting more or less of 1.2 acres as described in Exhibit A which is attached hereto and made a part hereof. The Property Owner is requesting that the property be zoned I-1, Light Industrial. The Property Owner acknowledges that its application and petition may be denied by the Board of Aldermen and if denied, the City agrees that the Property Owner may withdraw its application for voluntary annexation with zoning subject to the condition stated in paragraph 4. c.
2. The Property Owner agrees to submit building plans with an application for a building permit to the City. The Property Owner further agrees that the construction of its building will be subject to inspections and approval by the City.
3. If Property owner constructs extensions to public utilities that are outside of or beyond existing public rights of way, the Property Owner shall donate to the City corresponding easements for the location of those extensions.
4. The City will permit the Property Owner to make service connections to City public utilities provided that:
 - a. Property Owner has paid for all necessary permits and fees for such connections;

- b. All connections have been installed, tested, inspected, and approved in accordance with the City code; and
 - c. In the event that the Property Owner's application for voluntary annexation with zoning is denied by the Board of Aldermen or withdrawn by the Property Owner, then the Property Owner will disconnect at the City's municipal boundary line from all City public utilities within thirty (30) days of either event.
5. If prior to completing the voluntary annexation of the property described herein Property Owner contracts to sell some or all of the property described on the attached Exhibit B, Property Owner shall notify the prospective purchaser(s) of this Annexation Agreement by providing a copy of this Agreement to the prospective purchaser(s) before the closing date for the sale of said property. The parties acknowledge, understand, and agree that this Agreement shall be binding upon the parties hereto, their successors, heirs, and assigns.
6. There is no electric supplier currently providing permanent service to a structure on the property described herein. Property Owner does hereby express its preference that the City's municipally owned electric utility supply permanent electric service to the property shown on the attached Exhibit C. Property owner does hereby request, pursuant to Section 386.800 R.S.Mo., that the Board of Aldermen for the City enter into mandated good faith negotiations to determine which electric service supplier is best suited to serve the area to be annexed.
7. The Property Owner shall comply with all City ordinances.
8. This Agreement shall be binding upon the parties hereto, their successors, heirs, and assigns.
9. This Agreement contains all the agreements made between the City and the Property Owner. This Agreement may not be modified, waived, or terminated in any manner other than by an agreement in writing signed by the parties.
10. This Agreement shall be governed by and construed under 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.
11. No provision of this Agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

PROPERTY OWNER

SEMO LAND DEVELOPMENT, LLC

By: 
Chris Pike, member

CITY OF JACKSON, MISSOURI

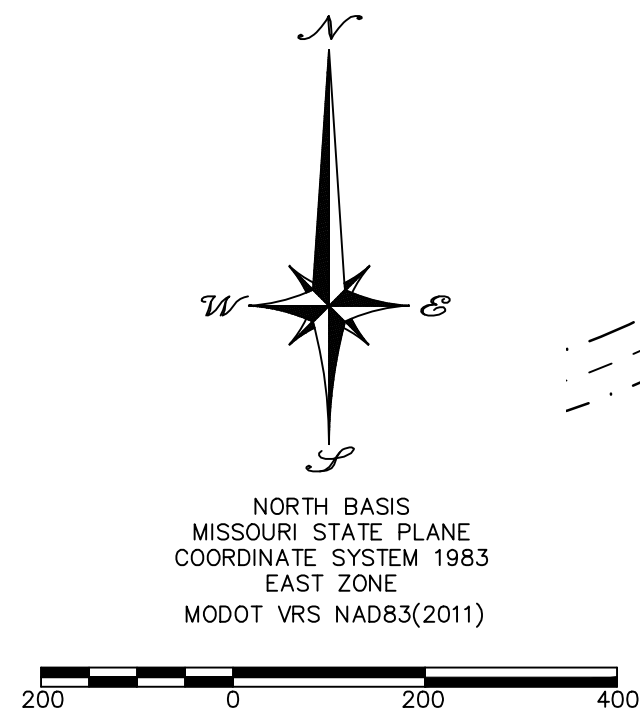
By: _____
Mayor Dwain L. Hahs

ATTEST:

Angela Birk, City Clerk/Treasurer

BOUNDARY SURVEY/ ANNEXATION EXHIBIT FOR CHRIS PIKE

That part of U.S.P.S. No. 527, Township 31 North,
Range 12 East of the Fifth Principal Meridian
County of Cape Girardeau, Missouri.



REFERENCES

1. DOCUMENT NO. 2021-02176 (SUBJECT)
2. DOCUMENT NO. 2023-00055 (LAND ESCAPES NURSERY AND LANDSCAPING LLC)
3. DOCUMENT NO. 2020-05410 (VILLAS OF WEST PARK LLC)
4. DOCUMENT NO. 2020-05409
5. DOCUMENT NO. 2011-13623
6. DOCUMENT NO. 2011-01632
7. DOCUMENT NO. 2019-02492
8. BOOK 833, PAGE 296
9. DOCUMENT NO. 2016-04258
10. BOOK 993, PAGE 539
11. BOOK 1153, PAGE 505
12. DOCUMENT NO. 2010-00536
13. BOOK 971, PAGE 660
14. MODOT HIGHWAY "25" PLANS
15. SURVEY BY BRIAN W. STRICKLAND, PLS 2005000069, DATED 01-20-2010
16. SURVEYS BY RODNEY W. AMOS, PLS 2007000072, DATED 12-06-2013, 4-17-2020, & 12-18-2020

ACCURACY STANDARD: TYPE URBAN

LEGEND

1. 1/2" IRON ROD (SET)
2. 5/8" IRON ROD W/ALUM CAP (SET)
3. IRON ROD W/CAP (FOUND)
4. IRON ROD (FOUND)
5. IRON PIPE
6. STONE
7. COTTON PICKER SPINDLE
8. CHISELED CROSS
9. AXLE
10. ALUMINUM MONUMENT
11. RIGHT-OF-WAY MARKER
12. (M) MEASURED
13. (R) RECORDED

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 5TH DAY OF DECEMBER 2024.

RODNEY W. AMOS MO-PLS 2007000072
113 WEST MAIN STREET
JACKSON, MISSOURI 63755

TRACT 3 - DESCRIPTION

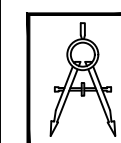
THAT PART OF U.S.P.S. NO. 527, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CAPE GIRARDEAU COUNTY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 5 OF U.S.P.S. NO. 2255; THENCE NORTH 82°31'38" WEST 1007.20 FEET; THENCE NORTH 08°13'22" EAST 673.90 FEET; THENCE NORTH 51°14'38" WEST 482.40 FEET TO A POINT ON THE ORIGINAL WEST RIGHT OF WAY LINE OF MISSOURI STATE ROUTE "25"; THENCE NORTH 32°31'07" WEST, ALONG SAID ORIGINAL WEST RIGHT OF WAY LINE, 599.80 FEET; THENCE LEAVING SAID ORIGINAL WEST RIGHT OF WAY LINE, SOUTH 67°25'04" WEST 15.23 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF MISSOURI STATE ROUTE "25"; THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 32°31'07" WEST 293.08 FEET; THENCE SOUTH 57°28'53" WEST 25.00 FEET; THENCE NORTH 35°44'35" WEST 275.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 59°45'14" WEST 407.47 FEET; THENCE NORTH 81°09'46" WEST 66.98 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 81°09'46" WEST 392.30 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF JACKSON TRAIL; THENCE NORTH 55°57'35" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 408.00 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF SAID JACKSON TRAIL, SOUTH 09°44'31" EAST 292.88 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 1.25 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

POINT OF COMMENCEMENT
SE CORNER LOT 5 OF
U.S.P.S. NO. 2255,
TOWNSHIP 31N, RANGE 12E
(LOCATION PER DEED)



STRICKLAND
ENGINEERING

113 WEST MAIN STREET
JACKSON, MISSOURI 63755
TEL: 573-243-4080
FAX: 573-243-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

BOUNDARY SURVEY FOR
CHRIS PIKE
JACKSON TRAIL
JACKSON, MO

SCALE	1"=200'
DATE	12-05-2024
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	22-173



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: December 31, 2024

RE: Safe Across Intellectual Property Agreement

Attached is an Intellectual Property License Agreement form provided by the City of Springfield to utilize their intellectual property for the Safe Across pedestrian safety program. This includes use of the design for the “Mr. Walker” statues and other pre-designed media. When you previously approved the Services Contract, I did not realize there were two separate forms that require the Mayor’s signature. This is the second of the two.

As always, if you have questions, please contact me at 573-243-2300 x 2031 or at jsanders@jacksonmo.org.

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE CITY OF SPRINGFIELD, OF SPRINGFIELD, MISSOURI*, RELATIVE TO *THE SAFEACROSS PROGRAM*; 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 an agreement attached hereto and incorporated herein as if fully set forth; and

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The City of Springfield of Springfield, 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 agreement.

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

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

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

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

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

FIRST READING: January 6, 2025.

SECOND READING: January 6, 2025.

PASSED AND APPROVED this 6th day of January, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) LICENSEE	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		SAFEACROSS LICENSEE	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: 417 864 0108 Fax: 417 8604 1983 Attn: Mandy Buettgen-Quinn		City of Jackson 101 Court Street Jackson, MO 63755 Phone: 573-243-2300 Fax: 573-243-3322 Attn: Janet Sanders Email: jsanders@jacksonmo.org	

CITY OF SPRINGFIELD
"SAFE ACROSS" LICENSE AGREEMENT

Subject to the terms and conditions of this LICENSE AGREEMENT ("Agreement"), the City of Springfield, Missouri (the "City") hereby grants a license to the Licensee (defined below in the Definitions section) to use the intellectual property identified in **Exhibit A** ("Licensed Intellectual Property"), according to the terms and conditions below. The City and the Licensee may be referred to herein singularly as a "Party," or collectively as "Parties."

WHEREAS the City owns intellectual property rights in the Licensed Intellectual Property developed as part of the SafeAcross pedestrian safety program; and

WHEREAS, through distribution of the "SafeAcross" program, the City desires to promote pedestrian safety in crosswalks; and

WHEREAS, in connection with implementation of the "SafeAcross" program, the Licensee wishes to use the Licensed Intellectual Property depicted in the SafeAcross Implementation Guide, attached hereto as **Exhibit A**; and

NOW, THEREFORE, in consideration of the following covenants and good and valuable consideration, the sufficiency of which has been acknowledged by the Parties, the Parties agree as follows:

1. Definitions:

- (a) "City" means the City of Springfield, Missouri.
- (b) "Confidential Information" means all non-public, confidential, or proprietary information of SafeAcross, whether in oral, written, electronic, or other form or media, whether or not such information is marked, designated, or otherwise identified as "confidential" and includes any information that, due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary, including, specifically:
 - a. the SafeAcross Implementation Guide;

- b. the Licensed Intellectual Property;
 - c. City's other unpatented inventions, ideas, methods, discoveries, know-how, trade secrets, unpublished patent applications, invention disclosures, invention summaries, and other confidential intellectual property; and
 - d. all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for City or that contain, are based on, or otherwise reflect or are derived from any of the foregoing in whole or in part.
- (c) "Derivatives" means any variations or derivatives of the contents of **Exhibit A** to this Agreement.
- (d) "Licensed Intellectual Property" means the contents of **Exhibit A** to this Agreement, along with any other state and federal copyright and trademark registrations and common law rights owned by the City and pertaining to the contents of **Exhibit A**.
- (e) "Licensee" means City of Jackson and its officers and employees.
- (f) "License Fee" means the annual fee due from Licensee to the City, calculated as follows: \$1.00
- (g) "Licensed Use" means Licensee's use of the Licensed Intellectual Property in connection with the Safe Across program and any associated promotion or advertising, only to the extent that the City has preapproved Licensee's use of the Licensed Intellectual Property pursuant to this Agreement.
- (h) "Mr. Walker" means the iconic statue (depicted in **Exhibit A**) functioning as the spokesperson for the Safe Across program.
- (i) "Safe Across" means the comprehensive pedestrian safety awareness initiative distributed by the City and including all training, implementation materials, and other resources and elements provided as part of initiating this program in a community.
- (j) "Term" means the term during which this Agreement is in effect, which shall be as follows:

From January 1st, 2025 to December 31, 2027 (3 Years)

2. License:

Upon execution of this Agreement, the City grants to the Licensee a non-exclusive, non-transferrable, non-sublicensable license (the "License") to use the Licensed Intellectual Property and to make and use certain derivative works of the Licensed Intellectual Property for only the Licensed Use described in this Agreement. The License shall extend for the duration of the Term, subject to the remaining terms and conditions of this Agreement. Except as set forth in this Agreement, the City is not granting any rights to produce any items for sale or merchandise that incorporates any Licensed Intellectual Property, other than the Licensed Use.

Licensee agrees not to grant any license or sublicense of the Licensed Intellectual Property and shall not otherwise assign or transfer any rights granted by the City pursuant to this Agreement. It is understood by the Parties that the manufacture of any licensed product embodying the Licensed Use may be performed by a third-party manufacturer designated by the Licensee and acceptable to the City, but that the third-party manufacturer shall not gain any rights in the Licensed Intellectual Property.

Licensee in return grants to the City, a non-exclusive, royalty free, limited right to use and display the Licensed Intellectual Property in City business, to the extent the Licensed Intellectual Property includes any proprietary elements owned by Licensee and requiring such a license. City may develop materials upon request of the Licensee if such content would be useful for other potential licensees, and City has funding and staff available to do so.

3. Intellectual property Ownership:

The City owns and retains all rights, title and interest in and to the Licensed Intellectual Property and has the right to control all uses, images and derivative works of, based upon, or confusingly similar to the Licensed Intellectual property. This Agreement does not confer any ownership rights in the Licensed Intellectual property to Licensee or any third party.

4. License Payment:

In consideration for the License, Licensee shall pay to the City an annual fee in the amount of the License fee set forth in the Definitions section above. The License Fee may be paid by check payable to:

City of Springfield, Attention: Mandy Buettgen-Quinn/SafeAcross
840 Boonville Ave, Springfield, MO 65802

Failure to pay the required License Fee within thirty (30) calendar days of the City's invoice will nullify this Agreement, and the City shall have the right to immediately enjoin Licensee's use of the Licensed Intellectual Property.

5. Licensed Use

- (a) Licensee is authorized to use the Licensed Intellectual Property in connection with the Safe Across program and any associated promotion and advertising, only to the extent that the City has preapproved use of the Licensed Intellectual Property pursuant to this Section (the "Licensed Use"). Any and all Licensed Uses shall be subject to the conditions included in **Exhibit B**, Intellectual Property Uses and Conditions.
- (b) Licensee shall make all reasonable efforts to launch the SafeAcross program in accordance with the SafeAcross Implementation Guide, attached hereto as **Exhibit A** and incorporated herein by reference, and begin use of the Licensed Intellectual Property within one year of the execution of this Agreement, unless otherwise agreed upon in writing by the parties.
- (c) Licensee shall not adopt or use, without the City's preapproval pursuant to this Section, any variations or derivatives of the Licensed Intellectual Property (collectively "Derivatives"). Upon such approval by the City, the approved Derivatives shall be included as part of the Licensed Intellectual Property and subject to the same terms and conditions, except as noted below.
- (d) Licensee agrees that the nature and quality of the Licensed Use shall conform to standards prescribed by the City and consistent with the Safe Across Program Agreement, and that Licensee will not depart from such prescribed standards without the City's advance written permission. Prior to use, the City must review and provide written approval of final designs and materials specifications supplied by Licensee for any such materials to be produced, marketed, or given away by Licensee in connection with the Licensed Use. City shall not be held accountable for any design, production, or marketing cost involved with this Agreement. Licensee shall provide the City with the opportunity to inspect, approve (or disapprove) and control all proposed uses of the Licensed Intellectual Property before such use of the Licensed Intellectual Property is made public. The City has the right to reject any particular use of the Licensed Intellectual Property or Licensed Use as improper or below the City's quality standards, at the City's sole discretion.
- (e) Licensee shall provide to the City (a) samples of the Licensed Use and (b) samples of any other proposed use of the Licensed Intellectual Property, including but not limited to, use on public right-of-way, advertising, packaging, signage, or other use, for approval by the City before any such use of the Licensed Intellectual Property is made public. Samples shall include such information on the surrounding area and/or context for the use sufficient to allow the City to determine whether the proposed use would be prejudicial. The Licensed Intellectual Property shall only be used in connection with the Licensed Use after approval by City. Licensee may not alter approved designs for the Licensed Use without the express written approval of the City. The Licensed Use that is made public shall conform to the quality levels specified by City and be in conformity with the representative samples approved by the City. Any samples attached to this Agreement in **Exhibit A** are hereby approved by the City for use by Licensee, but the City's authorization extends only to the Use(s) depicted in **Exhibit A** and other uses preapproved by the City in writing.

6. Goodwill in Licensed Marks:

Licensee agrees that all goodwill generated from the Licensed Use shall inure to the benefit of the City and the SafeAcross Program. Licensee agrees that the essence of this License Agreement is founded on the goodwill associated with the SafeAcross program and that it is critical that such goodwill be protected and enhanced and, towards this end, Licensee shall not during the Term or thereafter:

- (a) Apply to register or maintain any copyright or trademark application or registration of the Licensed Intellectual Property (modified or otherwise) or any other mark confusingly similar to the Licensed Intellectual Property;
- (b) Challenge the validity of any of the intellectual property rights covering the Licensed Intellectual Property or the ownership thereof by the City;
- (c) Use any colorable imitation of any of the Licensed Intellectual Property, or any variant form (including variant design forms, logos, colors, or type styles) of the Licensed Intellectual Property not specifically approved by City;
- (d) Misuse the Licensed Intellectual Property, or variants or Derivatives thereof;

- (e) Take any action that would bring the City or the Licensed Intellectual Property into public disrepute;
- (f) Take any action that would tend to destroy or diminish the goodwill in the Licensed Intellectual Property; or
- (g) Use the Licensed Intellectual Property for any purpose that is unlawful, prohibited by or outside the terms of this Agreement.

Licensee shall indemnify, defend, and hold harmless SafeAcross and its officers, directors, employees, agents, successors, and assigns against all losses and damages arising out of or resulting from any third party claim, suit, action, or other proceeding related to or arising out of or resulting from (a) Licensee's breach of any representation, warranty, covenant, or obligation under this Agreement, or (b) use by Licensee of the Licensed Products, or (c) any use, sale, transfer, or other disposition by Licensee of Licensed Products (each an "Action"). City shall notify Licensee in writing of any Action and cooperate with Licensee at Licensee's sole cost and expense. Subject to Section 10, Licensee shall immediately take control of the defense and investigation of the Action and shall employ counsel [of its choice/reasonably acceptable to Licensors] to handle and defend the Action, at Licensee's sole cost and expense. [Licensee shall not settle any Action in a manner that adversely affects the rights of Licensors [or its Affiliates] without Licensors' [or its Affiliates'] prior written consent] [, which consent may not be unreasonably withheld or delayed]. Licensors' [or its Affiliates'] failure to perform any obligations under this Section will not relieve Licensee of its obligation under Section 15 except to the extent Licensee can demonstrate that it has been materially prejudiced as a result of the failure. Licensors [and its Affiliates] may participate in and observe the proceedings at [its/their] own cost and expense with counsel of [its/their] own choosing.

7. Right to Inspect by the City.

After the initial approval by the City, the City shall have the right to inspect periodically samples of the Licensed Use, to ensure that Licensed Use remains of a proper quality. The City shall have the right at all reasonable times during the Term of this Agreement to inspect the Licensee's marketing, products, materials, marketing plans or proposals, and any and all related materials for the purposes of confirming the Licensee's use of the Licensed Intellectual Property is in conformity with the standards of quality outlined in this Agreement. If through such inspection the City determines that the Licensed Use fails to conform or no longer conforms to the City's quality standards, then the City will describe the nonconformity to Licensee. In any notice disapproving the quality of the Licensed Use, the City shall provide the reasons for disapproval, which shall be based on reasonable criteria consistent with industry practices. Licensee shall correct or restore such quality within thirty (30) calendar days of being notified of such nonconformity. Failure to reach or restore acceptable quality by the deadline (or another deadline mutually agreed upon) shall immediately grant the City the right to terminate the Agreement, and Licensee shall immediately cease using and shall recall any such nonconforming Licensed Use.

8. Applicable Regulations.

The Parties agree to comply with all applicable government regulations. Licensee shall be responsible for, and bear all costs of, obtaining any necessary governmental approval needed in connection with the Licensed Use.

9. Third-Party Intellectual Property Rights.

The City expressly does NOT warrant the Licensee's freedom to make, use or sell items embodying the Licensed Intellectual Property with respect to third party intellectual property rights, and does NOT indemnify the Licensee against third party claims of any type, including but not limited to claims of product liability, trademark infringement or copyright infringement, based on Licensee's manufacture, use or sale of the Licensed Intellectual Property and the Licensed Use. Licensee accepts the risk of possible liability to third parties that Licensee incurs by virtue of the Licensed Use.

10. Indemnity and Hold Harmless.

The City shall not be liable for the quality of the Licensed Use or any complaint issued regarding same. Licensee shall indemnify, defend, and hold harmless the City, and the City's officials, employees, agents, and representatives, from and against all liabilities, claims, actions, demand of liability, suits, and other proceedings, and any losses, damage, sanctions, fines, expenses, costs (including reasonable attorney fees or disbursements), and judgments (collectively "Claims") that are or may be raised by any third party in connection with the manufacture, use, sale, or condition of the Licensed Use and the Licensed Intellectual Property, or related products produced by Licensee, including Claims related to infringement of third party intellectual property rights (including trademark and copyright infringement), industrial rights, bodily injury, product liability, environmental, and human rights. This provision shall be valid and enforceable regardless of whether or not Licensee is in compliance with any quality requirements of this Agreement. Licensee shall not settle any Claims in a manner that adversely affects the rights of the City without the City's prior written consent, which consent may not be unreasonably withheld or delayed.

11. Confidentiality.

Licensee agrees that it will not disclose any of the Confidential Information, directly or indirectly, or use any of it in any manner, either during the term of this Agreement or at any time thereafter, except as required in the implementation of the SafeAcross program. The Confidential Information shall remain the exclusive and sole property of the City. Licensee shall not retain any copies of the Confidential Information without City's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by City, Licensee shall immediately deliver to City all such Confidential Information in its possession or under its control, and shall destroy any copies or electronic records embodying or derived from the Confidential Information. The Licensee shall maintain the Confidential Information in a reasonably secure location and employ precautions to restrict access to, and to protect the confidentiality of, the Confidential Information that, in the aggregate, are no less protective than the precautions it uses to protect the confidentiality of its own comparable confidential information and, in any event, no less than reasonable precautions. Licensee may disclose Confidential Information to the extent Licensee is compelled by law to do so, provided Licensee gives the City prior notice of the compelled disclosure and reasonable assistance, at City's cost, if the City wishes to contest the disclosure.

12. Open Records.

The confidentiality requirements of Section 11 of this Agreement apply only to the extent permitted by the Missouri Sunshine Law, Chapter 610 of the Revised Statutes of Missouri ("Sunshine Law"). This Section is not intended to be a waiver of any of the provisions of the applicable Sunshine Law, including, without limitation, the requirement for the Licensee to provide notice and opportunity for City to assert an exception to disclosure requirements in accordance with the Sunshine Law.

13. Legal Remedies.

The City shall have all legal remedies available for any unauthorized, unlicensed use of the Licensed Intellectual Property.

14. Term, Termination and Breach.

- (a) Term: The Term of this agreement is as set out in the definitions section above. At any time prior to the end of the Term, the City and Licensee may agree to renew this Agreement via a written addendum, signed by the City and Licensee. Licensee has 120 days, calculated starting from the first day after the Term concludes, to remove and/or discontinue use of all Licensed Intellectual Property including any derivatives or variations. Licensee thereafter agrees not to use any mark which is substantially similar to or confusingly similar to any of the Licensed Intellectual Property.
- (b) Breach: In the event of a breach by either Party, the non-breaching Party must provide written notice of the breach. If the breach is not cured within thirty (30) calendar days of receiving notice, the non-breaching Party may at its option pursue an action for specific performance or damages, and/or may immediately terminate this Agreement by providing written notice of termination.
- (c) Termination: The License shall expire immediately upon termination of this Agreement, regardless of the reason for termination. Sections (6), (9) and (10) shall survive termination.

15. Miscellaneous Provisions.

- (a) Mutual Representation. Each Party represents to the other Party that it has the full power and authority to enter into this Agreement, and that doing so does not conflict with any other agreement or obligation.
- (b) Entire Agreement and Amendments. This Agreement supersedes all other agreements and understands among the Parties, either express or implied, and constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement. The Parties may amend, modify, and/or alter any or all of the provisions of this Agreement, including adding new provisions, but only by a written instrument executed by both Parties.
- (c) No Waiver. Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- (d) Severability. If any provision of this agreement is held to be unenforceable, then that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not). If an unenforceable provision is modified or disregarded, the rest of the Agreement shall remain in effect.
- (e) Notices. Any notice required under this Agreement shall be sent to the addresses specified by the Parties in the signature block below.
- (f) Relationship of the Parties. The Parties hereto are independent, and no Party is an employee, agent, partner, or joint venturer of the other Parties. Neither Party shall have the right to bind the other Party, whether directly or indirectly,

to any agreement with a third party or to incur any obligation or liability on behalf of such other Party, whether directly or indirectly.

- (g) Disputes. The laws of the state of Missouri, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this agreement. Each Party consents to personal jurisdiction and exclusive venue in a state or federal court located in Springfield, Missouri. If any legal or administrative proceeding arises out of this Agreement, the prevailing Party will be entitled to recover, in addition to costs, reasonable attorney fees incurred as a result of the proceeding.
- (h) Force Majeure. Neither Party shall be liable for any failure or delay in the performance or obligation hereunder on account of strikes, riots, fires, explosions, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such Party.
- (i) Counterparts. This Agreement may be executed in multiple counterparts and by facsimile and/or email, and all executed counterparts together shall constitute the original instrument. Faxed or emailed signatures shall be binding.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and the Licensee have executed this Intellectual Property License Agreement this ____ day of _____, 202__.

CITY OF SPRINGFIELD, MISSOURI

SAFEACROSS LICENSEE:

By: _____
City Manager or Designee

By: _____
Name & Title: _____ Dwain Hahs, Mayor

APPROVED AS TO FORM

APPROVED AS TO FORM

City Attorney or designee

City Attorney or designee

EXHIBIT A

[SafeAcross Implementation Guide]

EXHIBIT B

Intellectual Property Uses and Conditions

- 1) Logo usage – Whenever the Licensee shall follow the SafeAcross Branding Guide. When Licensee plans to purchase products that have the SafeAcross logos on them, the Licensee must obtain prior approval from SafeAcross. Whenever the Licensee plans to produce products, materials or other content outside of the existing SafeAcross toolkit (such as PSAs, graphics, etc.) that uses the logo or otherwise associates with the SafeAcross program, the Licensee shall obtain prior approval from SafeAcross.
- 2) Mr. Walker installations – the Licensee agrees to produce or purchase fluorescent yellow-green “Mr. Walker” statues and potentially “heart-signs” according to SafeAcross’ specifications. **The minimal amount of statues installed at program start is 3 and should increase to 4 within a year’s time and not to exceed 10 at any point.** SafeAcross must approve statue locations and reserves the right the veto locations that appear unsuitable according to SafeAcross’s Installation Specifications and Considerations. Licensee commits to maintaining the statue in a timely manner if it becomes damaged, vandalized or faded. Upon contract termination, any Mr. Walker statues or signs must be removed.
- 3) Student Walkers - installations are allowable at schools which either have pedestrian safety in their curriculum or have a speaker provide SafeAcross content to grades 1st through 3rd (at a minimum) on an annual basis, or for the length of the student statue installation.
- 4) Pedestrian/Trail/School Crossing signs - **The Licensee must utilize fluorescent yellow-green (FYG) crosswalk signs on the roadways that fall under their jurisdiction. If Licensee is updating a “warning yellow” sign inventory to FYG, they may start installing Mr. Walker statues when at least of 50% of the crosswalk signage has been updated to FYG. Licensee works toward having 80% of the crosswalks equipped with FYG signs and reasonably fresh high-visibility markings within a year.** The Licensee is encouraged to work with their state or municipal counterpart to achieve uniformity across a community.
- 5) Crosswalk maintenance - Before program launch, crosswalks that fall under the jurisdiction of the Licensee must be inspected and improved as needed by Licensee. Faded or missing signs or markings must be mediated. Midblock crosswalks and crosswalks across uncontrolled approaches should have complete crosswalk assembly and follow best practices.
- 6) Crosswalks in need of enhancements – SafeAcross reserves the right to delay the launch of a local SafeAcross campaign if crosswalks under the jurisdiction of the Licensee do not provide sufficient protection for pedestrians based on the roadway characteristics. SafeAcross may allow the Licensee to proceed with the program launch if there is a plan to remediate the situation. A “Mr. Walker” statue may not be installed at a problematic crosswalk site as a remedial feature.
- 7) Compliance studies – The Licensee or their contractor must produce quarterly crosswalk compliance studies at 4 locations and publish the results with the local population and SafeAcross.
- 8) Public Education – The Licensee or their contractor or partner will promote pedestrian safety messages regularly digitally and/or in print and will strive to grow its audience. Communication should occur about once a week.