



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 19, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

PUBLIC HEARINGS

2. Hearing to consider the rezoning of the property addressed as 2033 West Jackson Boulevard from I-1 (Light Industrial) District to C-2 (General Commercial) District, as submitted by Gerald R. Sewing, Tommy H. Sewing, Brenda J. Hester, Daphne R. Sewing, and Andy R. Sewing, as heirs of Walter M. & Norma Sewing.
3. Hearing to consider the proposed 2023 City of Jackson Annual Budget, which includes proposed sewer utility service rate adjustments and other utility service rate adjustments.

APPROVAL OF MINUTES

4. Motion approving the Minutes of the Regular Meeting of December 5, 2022.

FINANCIAL AFFAIRS

5. Motion approving the semimonthly bills.
6. Motion approving the City Collector's Report.
7. Motion approving the City Clerk's and Treasurer's Reports.

ACTION ITEMS

Power, Light, and Water Committee

8. Motion approving the 2023 City of Jackson solid waste, sewer, water, and electric utility service rate schedule.
9. Bill proposing an Ordinance approving the 2023 City of Jackson Annual Budget.
10. Bill proposing an Ordinance approving the 2023 City of Jackson Employee Compensation Plan.

- [11.](#) Bill proposing an Ordinance authorizing the establishment of a reserve fund to encourage regional economic development projects or property beneficial to the City of Jackson.
- [12.](#) Bill proposing an Ordinance authorizing a contractual agreement with CivicPlus, LLC, of Manhattan, Kansas, relative to providing services under a Master Services Agreement for the Website Redesign and Hosting Services Project.
- [13.](#) Motion approving Statements of Work Q-31827-1, in the amount of \$29,497.61, Q-29531-1, in the amount of \$38,500.00, and Q-31707-1, in the amount of \$11,588.00, to CivicPlus, LLC, of Manhattan, Kansas, relative to providing services under the Website Redesign and Hosting Services Project.

Street, Sewer, and Cemetery Committee

14. Motion approving the Mayor's appointment of Ted Clark to the Community Outreach Board, filling an unexpired term ending May, 2023.
- [15.](#) Motion approving Change Order No. 1 to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, relative to the Soccer Park Phase 1 Drainage Improvements Project.
16. Motion amending the Personnel Policies and Procedures for the City of Jackson as set forth in Chapter 51 (Personnel Policies and Procedures) of the Code of Ordinances.
- [17.](#) Motion accepting the bid of Nip Kelley Equipment Company, Inc., of Cape Girardeau, Missouri, in the amount of \$332,477.00, relative to the Restroom No. 1 Building Replacement Project.
- [18.](#) Bill proposing an Ordinance authorizing a contractual agreement with Nip Kelley Equipment Company, Inc., relative to the Restroom No. 1 Building Replacement Project.
- [19.](#) Bill proposing an Ordinance approving the rezoning of the property addressed as 2033 West Jackson Boulevard from I-1 (Light Industrial) District to C-2 (General Commercial) District, as submitted by Gerald R. Sewing, Tommy H. Sewing, Brenda J. Hester, Daphne R. Sewing, and Andy R. Sewing, as heirs of Walter M. & Norma Sewing.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

20. Report by Mayor
21. Reports by Board Members
22. Report by City Attorney
23. Report by City Administrator
24. Discussion of future agenda items

EXECUTIVE SESSION

Motion to have executive session. Litigation, personnel, and purchase of property. Authority is Section 610.021 and 610.022, Revised Statutes of Missouri, as amended.

ADJOURN

Posted on 12/16/2022 at 04:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 5, 2022 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: Joe Bob Baker, Mike Seabaugh, Katy Liley, Paul Sander, David Hitt, Tommy Kimbel, David Reiminger, and Wanda Young. Present-8; Absent-0.

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

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

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

Motion to Adopt the Agenda)

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

Motion to Approve the Minutes of the)
 November 21, 2022, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, November 21, 2022. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of December,)
 2022)

Now is presented the Semimonthly Bills Report, in the various funds for the month of December, 2022. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the Semimonthly Bills in the various funds for December, 2022. Ayes-8; Nays-0; Absent-0.

Motion to Approve Change Order No. 2)
 to Fronabarger Concreters, Inc., of Oak)
 Ridge, Missouri, relative to the Water)
 System Facility Plan Implementation)
 Project – Phase 2, Project 2C)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve Change Order No. 2, in the amount of \$12,921.53, to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, relative to the Water System Facility Plan Implementation Project – Phase 2, Project 2C. Ayes-8; Nays-0; Absent-0.

Motion to Renew a Contractual)
 Agreement with Precise Target)
 Locating, of Cape Girardeau, Missouri,)
 and to Increase the Ticket Price to)
 \$36.00 for the Term Ending June 30,)
 2023, relative to Providing Services)
 Under the Underground Facilities)
 Locating and Marking Services Program)

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to renew a contractual agreement with Precise Target Locating, of Cape Girardeau, Missouri, and to increase the ticket price to \$36.00 for the term ending June 30, 2023, relative to providing



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, December 5, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

services under the Underground Facilities Locating and Marking Services Program Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-114 Re: To Accept)
 the Dedication of a Utility Easement)
 Deed from Waste Connections of)
 Missouri, Inc., relative to the Lee)
 Avenue Water Line Extension Project)

The matter of accepting the dedication of a Utility Easement Deed from Waste Connections of Missouri, Inc., relative to the Lee Avenue Water Line Extension Project, came on for consideration. Alderman Reiminger introduced Bill No. 22-117, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF JACKSON, MISSOURI, TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED UTILITY EASEMENT DEED.

Motion made by Alderman Reiminger, seconded by Alderman Sander, Bill No. 22-117 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 Sander, Bill No. 22-117 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. 22-114 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Hitt-aye; Alderman Baker-aye; Alderman Reiminger-aye; Alderman Kimbel-aye; Alderman Seabaugh-aye; Alderman Sander-aye; and Alderwoman Liley-aye.

BILL NO. 22-117

ORDINANCE NO. 22-114

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF JACKSON, MISSOURI, TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED UTILITY EASEMENT DEED.

WHEREAS, the **Waste Connections of Missouri, Inc.**, deeded to the City of Jackson, Missouri, the property described in the Deed, attached hereto.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the Deed which is attached hereto.

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 5, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

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

FIRST READING: December 5, 2022.

SECOND READING: December 5, 2022.

PASSED AND APPROVED this 5th day of December, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Motion to Approve Task Order)
 Authorization No. 22-21 to Strickland)
 Engineering, of Jackson, Missouri,)
 Relative to providing Engineering and)
 Architectural Services under the)
 Brookside Park and Soccer Park)
 Restroom Heating Project)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve Task Order Authorization No. 22-21, in the amount of \$6,000.00, to Strickland Engineering, of Jackson, Missouri, relative to providing engineering and architectural services under the Brookside Park and Soccer Park Restroom Heating Project. Ayes-8; Nays-0; Absent-0.

Resolution No. 2022-11: A Resolution)
 to Support an Application to the State of)
 Missouri Department of Economic)
 Development American Rescue Plan)
 Act Community Revitalization Grant)
 Program)

RESOLUTION NO. 2022-11

**A RESOLUTION OF THE CITY OF JACKSON, MISSOURI BOARD OF
 ALDERMEN, EXPRESSING AND CONFIRMING SUPPORT OF A LOCAL
 TOURISM ASSET DEVELOPMENT GRANT PROGRAM APPLICATION TO THE
 STATE OF MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT, TO
 DEVELOP, RENOVATE, AND ENHANCE LOCAL TOURISM ASSETS**

WHEREAS, the Missouri Department of Economic Development ("DED") has appropriated \$30 million in American Rescue Plan Act ("ARPA") Local Tourism Asset Development Grant Program funds statewide, with \$10 million of such funds allocated to a category of such funds for which the City may apply; and



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 5, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

WHEREAS, the City may request these funds through a competitive process for local priority projects to spur economic recovery and build stronger communities, with a required minimum of fifty percent (50%) cost share; and

WHEREAS, the City identifies the Jackson Area Chamber of Commerce and the Uptown Revitalization Organization as its beneficiaries; and

WHEREAS, grant funding, if awarded, would help the City, through its beneficiaries, provide for the development, renovation, and enhancement of the following four local tourism assets:

1. Renovation and build-out of an existing building by the Jackson Area Chamber of Commerce located at 1846 East Jackson Boulevard. Said improvements are estimated at \$150,000.
2. Construction of a new digital message board by the Jackson Area Chamber of Commerce located at 1846 East Jackson Boulevard. Said improvements are estimated at \$80,000.
3. Installation of new wayfinding signs in the uptown historic district by the Uptown Jackson Revitalization Organization. Said improvements are estimated at \$150,000.
4. Upgrades to the existing fountain by the Uptown Jackson Revitalization Organization located at the Cape Girardeau County Courthouse in the uptown historic district. Said improvements are estimated at \$100,000.

WHEREAS, if program funding is awarded, the City's beneficiaries will enter into a grant agreement with the DED as pass-through entities, committing to complete the assets as set forth in the application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, as follows, that:

Section 1 – The Mayor, or his designee, is hereby authorized to apply for up to \$250,000 in funds from the DED ARPA Local Tourism Asset Development Grant Program, with such funds to be used to develop local tourism assets.

Section 2 – This Resolution shall be submitted as soon as practical upon its passage to the State of Missouri Department of Economic Development, as an attachment to the grant application.

Section 3 – The City and its beneficiaries hereby commit to any and all follow-up actions that may be necessary to secure funding of said projects in the most timely and economical manner possible.

Section 4 – The City and its beneficiaries are committed to the projects for the period of performance.

Section 5 – The City and its beneficiaries shall be available as needed.

Section 6 – The City and its beneficiaries will not be conditioned or encumbered in any way that may preclude its use consistent with the requirements of this Program.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 5, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

PASSED AND APPROVED this 5th day of December, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Liza Walker (signed)
 City Clerk

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to support an application to the State of Missouri Department of Economic Development American Rescue Plan Act Community Revitalization Grant Program, for funding to be used by the Jackson Area Chamber of Commerce and the Uptown Jackson Revitalization Organization in their efforts to develop, renovate, and enhance local tourism assets. Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-115 Re: To Authorize)
 a Traffic Engineering Assistance)
 Program Agreement with the State of)
 Missouri Highways and Transportation)
 Commission, under the Main Street)
 Corridor Pedestrian Safety Study)

The matter of authorizing a Traffic Engineering Assistance Program Agreement with the State of Missouri Highways and Transportation Commission, under the Main Street Corridor Pedestrian Safety Study, came on for consideration. Alderwoman Liley introduced Bill No. 22-118, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE STATE OF MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, UNDER THE MAIN STREET CORRIDOR PEDESTRIAN SAFETY STUDY; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 22-118 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 Alderwoman Liley, seconded by Alderwoman Young, Bill No. 22-118 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. 22-115 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Alderwoman Young-aye; Baker-aye; Alderman Reiminger-aye; Alderman Kimbel-aye; Alderman Seabaugh-aye; Alderman Sander-aye; and Alderwoman Liley-aye.

BILL NO. 22-118

ORDINANCE NO. 22-115

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE STATE OF MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, UNDER THE MAIN STREET CORRIDOR PEDESTRIAN SAFETY



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 5, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

STUDY; 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 Transportation Alternatives Fund Program Agreement marked Exhibit A and 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 Transportation Alternatives Fund Program Agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the **State of Missouri Highways and Transportation Commission**. 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 Transportation Alternatives Fund Program 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: December 5, 2022.

SECOND READING: December 5, 2022.

PASSED AND APPROVED this 5th day of December, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, December 5, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

(SEAL)

CITY OF JACKSON, MISSOURI

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Liza Walker (signed)
 City Clerk

City Administrator James Roach)
 requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for three items of real estate in accordance with Section 610.021(2) RSMo.

Motion to Recess the Meeting to Study)
 Session)

On a motion by Alderman Baker, seconded by Alderwoman Liley, to recess the meeting at 6:13 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

.....
 Returned to Open Session at 7:04 P.M., from Study Session.

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

Meeting concluded at 7:04 P.M. On a motion by Alderman Baker, seconded by Alderman Reiminger, it is ordered that the Board now convene into closed session for three items of real estate in accordance with Section 610.210(2) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Liley-aye; Alderman Kimbel-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Sander-aye; and Alderman Baker-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR NOVEMBER 2022

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges	1,282,945.31	286,085.86	212,546.90	57,685.32	-	1,839,263.39
Penalties	5,019.76	1,240.11	933.30	261.56	-	7,454.73
Sales Tax	37,547.64	8,475.99	-	-	-	46,023.63
Disconnect Fees	700.00	-	-	-	-	700.00
Returned Transaction Fees	240.00	-	-	-	-	240.00
Customer Relocation Fees	-	-	-	-	225.00	225.00
Trash Stickers	-	-	-	959.00	-	959.00
UTILITY COLLECTIONS	1,326,452.71	295,801.96	213,480.20	58,905.88	225.00	1,894,865.75
Adjustments - Services	-	-	-	-	-	-
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,326,452.71	295,801.96	213,480.20	58,905.88	225.00	1,894,865.75
Business/Contractor Licenses	-	-	-	-	6,822.50	6,822.50
Event Fees/Misc. Charges	1,125.00	-	-	-	-	1,125.00
NON-UTILITY COLLECTIONS	1,125.00	-	-	-	6,822.50	7,947.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	4.80
Cash in bank	-	-	-	-	-	1,902,818.05
Missouri Sales Tax payment	(37,547.64)	(8,475.99)	-	-	-	(46,023.63)
TO CITY TREASURER					\$	1,856,794.42

Respectfully Submitted,



City Collector



CITY CLERK'S REPORT FOR THE MONTH OF NOVEMBER, 2022

ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	1,850.00	
Electric Service Lines	800.00	
Returned Check Fees	0.00	
URD Services	0.00	
Sales Tax Commission	1,123.97	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		3,773.97

CEMETERY

Sale of Lots	4,500.00	
Sale of Niches	0.00	
Grave Openings	4,800.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		9,300.00

WATER & SEWER

WATER

Water Taps & Water Meters	2,135.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		2,135.00

WASTEWATER

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

GENERAL REVENUE

Building Permits	1,150.16	
Electric Permits	280.00	
Gas Permits	80.00	
Plumbing/Sewer Permits	340.00	
Sewer Tap Permits	180.00	
Public Hearing & Plat Recording	200.00	
Stormwater Review Fees	100.00	
Street Repair or Mowing	0.00	
Gas Franchise	8,945.33	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	323.70	
Telephone Franchise Fees	6,953.80	
Fire Cost Recovery	326.25	
Court Fines	0.00	
Court Costs	0.00	
Fingerprint Fee	0.00	
Court Postage	0.00	
Court Warrant Fees	0.00	
Crime Victims Compensation	0.00	
Interest Earned	0.00	
Returned Check Fees	30.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,058.00	
Health Insurance Reimbursement	130.74	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		20,097.98

INMATE SECURITY FUND

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

PARK

Misc. Park Rentals	0.00	
Ballfield Rentals	60.00	
Pavilion Rentals	<u>15.00</u>	
TOTAL		75.00

TRUST & AGENCY

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

PARK FOUNDATION

Donations	50.00	
Civic Center Donations	<u>0.00</u>	
TOTAL		50.00

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	0.00	
Swimming Pool Gate Receipts	0.00	
Softball Tournament Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	<u>0.00</u>	
TOTAL		0.00

LANDFILL

Refuse Collections	200.00	
Recyclables	111.60	
E-Cycle TV/Monitor Fees	0.00	
Royalties	<u>0.00</u>	
TOTAL		311.60

RECREATIONAL SALES TAX FUND

Civic Center Rentals	8,233.50	
Civic Center Programs	0.00	
Civic Center Membership Fees	84.00	
Civic Center Entry Fees	915.50	
Civic Center Concessions	<u>191.25</u>	
TOTAL		9,424.25

HEALTH INSURANCE FUND

Health Insurance Reimbursement	<u>1,177.00</u>	
TOTAL		1,177.00

STORMWATER FUND

Stormwater Credit	0.00	
Stormwater Maintenance	<u>239.18</u>	
TOTAL		239.18

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension	<u>1,282.50</u>	
TOTAL		1,282.50

REPORT TOTAL \$47,866.48

Water & Light Deposit Accounts

NOVEMBER, 2022

Beginning Balance November 1, 2022:	\$306,366.18
TOTAL DEPOSITS	\$10,050.35
TOTAL REFUNDS	\$36,512.00
Ending Balance November 30, 2022:	\$279,904.53

Balance Consists of :

Checking Account for US Bank	\$69,904.53
Investments	\$210,000.00
	\$279,904.53

CITY TREASURER'S REPORT FOR NOVEMBER, 2022

Item 7.

FUND	FUND BALANCES 11-01-2022	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 11-30-2022	INVESTMENTS	CASH BALANCE 11-30-2022
ELECTRIC FUND							
Operation & Maintenance	-	988,519.15	11,382.84	999,901.99	-	-	-
Electric Surplus	4,821,315.78	311,009.43	-	35,888.83	5,096,436.38	3,678,161.23	1,418,275.15
Electric Capital Projects Fund	7,456,672.39	-	-	119,591.50	7,337,080.89	7,312,000.00	25,080.89
General Revenue	1,837,106.92	39,325.00	(83,025.35)	552,681.18	1,240,725.39	550,000.00	690,725.39
Landfill Fund	442,230.41	59,217.63	(8,408.32)	37,894.48	455,145.24	245,000.00	210,145.24
City Park Fund	69,374.57	403.18	(8,252.09)	34,695.19	26,830.47	-	26,830.47
Public Park Foundation Fund	117,769.77	50.00	-	-	117,819.77	-	117,819.77
Cemetery Fund	823,918.36	9,502.07	(5,213.65)	10,146.16	818,060.62	299,000.00	519,060.62
Band Fund	-	202.07	-	202.07	-	-	-
Stormwater Maintenance Fund	282,298.60	239.18	-	-	282,537.78	61,000.00	221,537.78
ARPA Fund	2,913,546.81	5.71	-	4,066.50	2,909,486.02	1,278,205.25	1,631,280.77
Road Use Tax Fund	881,976.20	56,147.04	(19,166.66)	-	918,956.58	850,000.00	68,956.58
Sales Tax Fund	3,579,521.00	230,279.21	-	65.00	3,809,735.21	2,687,239.09	1,122,496.12
Fire Protection Sales Tax Fund	60,341.01	54,018.55	-	-	114,359.56	-	114,359.56
Recreation Sales Tax	137,966.95	63,440.58	(5,264.68)	17,814.17	178,328.68	-	178,328.68
Public Safety Sales Tax	115,016.27	107,919.07	-	-	222,935.34	-	222,935.34
Trust and Agency Fund	1,055,346.26	7,192.16	19,335.83	58,512.25	1,023,362.00	720,000.00	303,362.00
Recreational Development	43,429.54	-	(448.08)	5,495.78	37,485.68	-	37,485.68
Transportation Sales Tax	2,278,474.32	109,669.03	-	462,645.78	1,925,497.57	1,923,000.00	2,497.57
I-55 Corridor Special Alloc.	697.20	-	-	-	697.20	-	697.20
Capital Projects Construction	-	-	-	-	-	-	-
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	815,748.77	1,177.00	138,923.19	289,896.49	665,952.47	-	665,952.47
Inmate Security Fund	15,203.62	174.00	-	-	15,377.62	-	15,377.62
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	139,471.85	(23,826.82)	115,645.03	-	-	-
Water Replacement	722,146.47	-	-	-	722,146.47	715,000.00	7,146.47
Water & Sewer Revenue Bond	152,611.76	-	-	21,250.00	131,361.76	100,000.00	31,361.76
Water & Sewer Deprec. Res.	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,391,069.20	278,685.54	-	59,495.34	9,610,259.40	9,025,967.04	584,292.36
Wastewater Operation & Maint.	-	85,542.31	(16,036.21)	69,506.10	-	-	-
Wastewater Replacement	1,109,149.35	-	-	1,784.36	1,107,364.99	1,078,674.68	28,690.31
W & S Construction Fund	1,213,309.20	-	-	4,555.25	1,208,753.95	200,000.00	1,008,753.95
TOTALS	40,449,857.80	2,542,189.76	-	2,901,733.45	40,090,314.11	30,833,247.29	9,257,066.82

Respectfully Submitted,

Cash on Hand	1,475.00
General Account	7,395,180.33
Collectors Account	1,856,794.42
Equitable Sharing Fund	3,617.07

Liza Walker, City Clerk/Treasurer (signed)

TOTAL	9,257,066.82
-------	--------------



City Utilities

Effective with 2/1/2023 Billing

Water (In-Town)	Rate
Minimum Charge	\$ 19.01
All Usage (per 1000 gal)	\$ 4.00
Water (Out-of-Town)	Rate
Minimum Charge	\$ 38.01
All usage (per 1000 gal)	\$ 6.49
Electric (Residential)	Rate
All usage (per kWh)	\$ 0.0997
Minimum charge - single phase	\$ 15.39
Minimum charge - three phase	\$ 20.50
Electric (Small General)	Rate
All usage (per kWh)	\$ 0.1028
Minimum charge - single phase	\$ 17.95
Minimum charge - three phase	\$ 23.09
<i>To qualify for Large General, minimum KW demand total must be 100 and minimum kwh must be 30,000 monthly.</i>	
Electric (Large General) *	Rate
All usage (per kWh)	\$ 0.0473
Demand Chg (per KW)	\$ 17.04
Minimum charge	\$ 179.55
<i>To qualify for Industrial, minimum KW demand total must be 300 and minimum kwh must be 30,000 monthly.</i>	
Electric (Industrial) *	Rate
All kWh per kWh	\$ 0.0473
Demand Chg (per kVA)	\$ 12.76
Meter Charge	\$ 179.55
Security Lighting	Rate
Monthly Charge	\$ 12.44 - 54.63
Sewer (related to/same as WA usage)	Rate
Minimum charge	\$ 15.58
All usage (per 1000 gal)	\$ 3.80
Solid Waste Pick-Up (for single family/duplex residential)	Rate
Per Billing Cycle	\$ 11.10

* Additional 2% discount on energy and demand charges available for qualifying primary service customers

The sewer increase of 10% adopts the recommended adjustments from the rate study associated with the voter-approved, wastewater bond obligations that will be issued in 2023. The 7.0% increase for electric (minimum charge only), water, and trash is tied to the Consumer Price Index adjustment, issued annually by the Missouri State Tax Commission.

Utility rates are approved annually as a motion by the Board of Aldermen in December.

BILL NO. 22-__**ORDINANCE NO. 22-__**

AN ORDINANCE APPROVING THE 2023 BUDGET AS AMENDED, 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, deem certain amendments necessary thereto; and

WHEREAS, the Budget Officer of the City of Jackson, Missouri, has heretofore presented to the Mayor and Board of Aldermen, an amended budget for the 2023 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 amend the 2023 proposed budget as submitted by the city budget officer and as heretofore amended by the Mayor and Board of Aldermen of the City of Jackson, Missouri.

Section 2. That in accordance with Section 37.030, the Mayor and Board of Aldermen are mindful of the limitations on amendment of the budget for the calendar year 2023 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 amended budget for the year 2023 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 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, marked Exhibit A, and incorporated herein as if fully set forth in the amended budget for the calendar year 2023, for the City of Jackson, Missouri, as amended heretofore by the Mayor and Board of Aldermen.

Section 3. That this Ordinance is to take effect and be in full force and effect from and after its passage and approval.

FIRST READING: December 19, 2022.

SECOND READING: December 19, 2022.

PASSED AND APPROVED this 19th day of December, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____

Mayor

ATTEST:

City Clerk

BILL NO. 22-__

ORDINANCE NO. 22-__

**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 2023**

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 marked Exhibit A and 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, marked Exhibit B 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.

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 2023 fiscal year the plan set forth in the revised “2023 Pay Plan for the City of Jackson, Missouri”, which is attached hereto, marked Exhibit C 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 “2023 Pay Plan for City of Jackson” shall be effective the 1st day of January, 2023.

FIRST READING: December 19, 2022.

SECOND READING: December 19, 2022.

PASSED AND APPROVED this 19th day of December, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____

Mayor

ATTEST:

City Clerk

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE ESTABLISHMENT OF A RESERVE FUND TO ENCOURAGE REGIONAL ECONOMIC DEVELOPMENT OF PROJECTS OR PROPERTY BENEFICIAL TO THE CITY OF JACKSON, MISSOURI, AND TO BE KNOWN AS THE “ECONOMIC DEVELOPMENT RESERVE FUND.”

WHEREAS, Section 79.100 of the Missouri Revised Statutes grants the Mayor and Board of Aldermen the authority to care, manage and control city finances and to enact ordinances deemed expedient for the benefit of trade and commerce; and

WHEREAS, economic development is a primary mission of the City of Jackson, Missouri and the development of a vibrant and secure business climate and economy is in the best interest of its citizens; and

WHEREAS, the Mayor and Board of Aldermen find that traditional tools for encouraging economic development may be insufficient or inapplicable to best accomplish these stated goals; and

WHEREAS, the Mayor and Board of Aldermen conclude that the establishment of a reserve fund to encourage regional economic development that is beneficial and is in the best interest of the citizens of Jackson, Missouri, is necessary.

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

Section 1. The Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the establishment of a reserve fund.

Section 2. That the purpose of this reserve fund is to encourage regional economic development of projects or property beneficial to the City of Jackson, Missouri.

Section 3. That this reserve fund shall be titled the “Economic Development Reserve Fund” (the “Fund”).

Section 4. That the source of monies for the Fund shall be taken from present unrestricted surplus funds.

Section 5. That the amount of monies initially deposited into the Fund shall be \$1,000,000.00.

Section 6. That any and all future expenditures from the Fund shall be by proper motion and ordinance approved by a majority of the duly elected Board Members.

Section 7. It is the belief of the Mayor and the Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri that the City establish the Fund for the reasons herein stated.

Section 8. That the Mayor is hereby authorized and directed to execute the necessary documents for the establishment of the Fund for and on behalf of the City of Jackson, Missouri.

Section 9. That the City Clerk of the City of Jackson, Missouri is hereby authorized and directed to attest the signature of the Mayor on said documents.

Section 10. 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 11. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: December 19, 2022.

SECOND READING: December 19, 2022.

PASSED AND APPROVED this 19th day of December, 2022, by a vote of _____ ayes,
_____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



Memo

To: Mayor and Members of the Board of Aldermen

From: Joan Evans

Date: Friday, December 16, 2022

Re: Request for Master Services Agreement with CivicPlus, LLC

Through a Request for Qualifications (RFQ) process, the Website Re-design and Hosting Services committee selected CivicPlus, LLC, as the best vendor to negotiate an agreement for the City's website re-design and hosting platform. Currently, the company manages the City's online code as well as the software and library for the various board meetings' agendas.

The committee recommends that the City of Jackson enter into a Master Services Agreement (MSA) with CivicPlus, LLC, of Manhattan, KS. Their expertise will offer efficient, professional service in the revamp and expansion of the City's online presence.

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *CIVICPLUS, LLC, OF MANHATTAN, KANSAS*, RELATIVE TO *PROVIDING SERVICES UNDER A MASTER SERVICES AGREEMENT FOR THE WEBSITE REDESIGN AND HOSTING SERVICES 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 marked Exhibit A and 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 marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **CivicPlus, LLC, of Manhattan, Kansas**. 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: December 19, 2022.

SECOND READING: December 19, 2022.

PASSED AND APPROVED this 19th day of December, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



CivicPlus

Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the client entity identified on the SOW (“Client”). This Agreement governs the use and provision of any Services purchased by Client, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution or codification services by CivicPlus for Client. CivicPlus and Client referred to herein individually as “Party” and jointly as “Parties”.

Recitals

I. WHEREAS, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content management software solutions, platforms and associated services (the “Services”); and

II. WHEREAS, Client wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Agreement

Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and Client, or Services are being provided by CivicPlus to Client, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate the Agreement at any time by giving 60 days’ written notice. If the Agreement is terminated because the project is abandoned or postponed by Client, CivicPlus will be paid for services provided up to the time of termination. A delinquent Client account remaining past due for longer than 90 days is a material breach by Client and is grounds for CivicPlus termination.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and Client shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed under outstanding invoices or future planned billing for the completed development and implementation of the Client’s Services, as defined in the SOW (“Project Development”), shall immediately become due in full and payable. Sections 7, 8, 10, 14, 15, 18, 29 -31, 39, and 40 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to Client, suspend access to any Service due to a threat to the technical security or technical integrity of the Services.

Invoicing & Payment Terms

4. Client will pay the amounts owed to CivicPlus for the Project Development, subscription and licensing, and annual hosting, support and maintenance services (“Annual Recurring Services”) in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW’s contact sheet that is required to be filled out and submitted by Client (the “Contact Sheet”). Client shall provide accurate, current and complete information of Client’s legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. Client will maintain and promptly update the Contact Sheet information if it should change. Upon Client’s request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Recurring Services will be discontinued, and the Client will no longer have access to the Services until the Client's account is made current. Client will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of services during Project Development, if a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, Client does not show up for scheduled meetings or trainings), Client agrees to reimburse CivicPlus for such fees, not to exceed \$1,000 per CivicPlus employee. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, Client will own the website graphic designs, webpage or Services content, module content, importable/exportable data, and archived information ("Client Content") created by CivicPlus on behalf of Client pursuant to this Agreement. "Client Content" also includes any elements of text, graphics, images, photos, designs, artworks, logos, trademarks, services marks, and other materials or content which Client provides or inputs into any website, software or module in connection with any Services. Client Content excludes any content in the public domain; and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, Client will assume full responsibility for Client Content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Content. Client hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the Client Content as necessary to provide the Services. Client represents and warrants that Client owns all Client Content or that Client has permission from the rightful owner to use each of the elements of Client Content; and that Client has all rights necessary for CivicPlus to use the Client Content in connection with providing the Services.

9. At any time during the term of the applicable SOW, Client will have the ability to download the Client Content and export the Client data through the Services. Client may request CivicPlus to perform the export of Client data and provide the Client data to Client in a commonly used format at any time, for a fee to be quoted at time of request and approved by Client. Upon termination of the applicable SOW for any reason, whether or not Client has retrieved or requested the Client data, CivicPlus reserves the right to permanently and definitively delete the Client Content and Client data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, Client will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes Client Content. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus

Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than Client, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; or (v) access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. Client and its Users are granted a limited license to access Documentation as needed. Client shall not copy, download, distribute, or make derivatives of the Documentation.

13. Client acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the Client ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the Client at no additional charge. In the event that CivicPlus creates new products or enhancements to the Services ("New Services"), and Client desires these New Services, then Client will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. If Client disputes any change, then CivicPlus shall use its reasonable best efforts to resolve the dispute.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by Client to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by Client hereunder constitute, collectively, the "Feedback"). Client hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

Responsibilities of the Parties

15. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the Client. No portion of the work covered by this Agreement except as provided herein shall be sublet or transferred without written consent and approval of City Administrator, Assistant City Administrator, or Director of Information Technology. Such written consent shall not be unreasonably withheld. The subletting of the work shall in no way relieve primary responsibility of CivicPlus for the quality and performance of the work. CivicPlus will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under the control of CivicPlus.

16. Subcontracting shall not, under any circumstances, relieve CivicPlus of liability or of any obligations under this Agreement. CivicPlus must see that the work is being carried on in accordance with the requirements of Client as CivicPlus will be held strictly accountable for the work. A violation of this provision shall be good cause to terminate this Agreement.

17. Unless prohibited by the law of Client's state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liability, damages, and expenses, including attorney's fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or

any entity employed or contracted on the Client's behalf. During Project Development, Client will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

19. Client will not be liable for any failure of performance that is caused by or the result of any act or omission by CivicPlus or any entity employed or contracted on the behalf of CivicPlus for services provided to the Client. During Project Development, CivicPlus will be responsible and cooperative with the Client to ensure the Project Development is completed in a timely manner.

20. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-user's personal data on any Service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

21. Client is responsible for all activity that occurs under Client's accounts by or on behalf of Client. Client agrees to (a) be solely responsible for all designated and authorized individuals chosen by Client ("User") activity, which must be in accordance with this Agreement and the CivicPlus [Terms of Use](#); (b) be solely responsible for Client data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content Client will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

22. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

23. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that Client has selected to integrate any of its Services with.

24. If implementation services, such as consulting or training, are purchased by Client and are not used solely due to the inaction or unresponsiveness of Client during the implementation period, then these services shall expire within 30 days after implementation closeout. The Client may choose to re-schedule any unused implementation services during this 30 day period as mutually agreed upon by the Parties. Any implementation services that have not been used or rescheduled shall be marked complete and closed upon the expiration of the 30 day period.

Data Security

25. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of Client data. Except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as expressly permitted in writing by Client; or (d) in compliance with our [Privacy Policy](#), CivicPlus will not modify Client data or disclose Client data, unless specifically directed by Client or compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete known malicious accounts without Client authorization.

26. Client acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store Client data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of Client's data.

27. CivicPlus may offer Client the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by Client. In connection with any such third-party application agreed to by Client, Client acknowledges and agrees that CivicPlus may allow the third-party providers access to Client data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require Client to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern Client's use of such third-party application.

28. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of CivicPlus or sub-contractors of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required

by applicable federal and state law.

CivicPlus Support

29. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

30. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. Client delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

31. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. Client will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours, review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>). After-hours support is available by toll-free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to Client at the time of the request and will be subject to Client acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

32. If a reported problem cannot be solved during the first support interaction, Client will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not responsible.

Marketing

33. Client hereby authorizes CivicPlus to use Client's name and logo on CivicPlus's website and in sales and marketing presentations. Such authorization may be withdrawn by Client at any time for any reason or no reason at all upon written notice to CivicPlus. Client may publicly refer to itself as a customer of the CivicPlus Services, including on Client's website and in sales presentations. Notwithstanding the foregoing, Each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purpose set forth in this §31. In no event will either party issue a press release publicly announcing this relationship without the approval of the other party, such approval not to be unreasonably withheld.

Limitation of Liability

34. CivicPlus' liability arising out of or related to this Agreement, or associated SOW, will not exceed its insurance coverage as provided in Section 42 of this Agreement.

35. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

36. The liabilities limited by Section 15 and 16 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Warranties and Disclaimer

37. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is

duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

38. CivicPlus warrants that the Services will perform in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the Client that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third party service, web hosting service, or server not authorized by CivicPlus.

39. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

40. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CIVICPLUS TO CLIENT AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISION OF THIS AGREEMENT.

Force Majeure

41. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Insurance

42. CivicPlus shall purchase and maintain the following insurance, at the expense of CivicPlus:

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

43. CivicPlus shall make the Client an additional insured on the general liability of insurance that CivicPlus is required to maintain under the Agreement documents. Similarly, CivicPlus shall require insurance with the same coverage and limits from its subcontractors and their insurance policies shall be endorsed to name the same additional insureds as required of CivicPlus. Any coverage available to Client as a named insured shall be secondary so that the coverage to Client as an additional insured on the policies maintained by CivicPlus and subcontractors is primary. CivicPlus agrees that Client shall be provided at least sixty days advance written notice of any cancellation or rescission of any policy that CivicPlus or any of its subcontractors is required to maintain under the Agreement documents. Prior to commencing work, CivicPlus shall provide Client certificates of insurance evidencing the required coverages. Client's receipt or review of any certificate of insurance reflecting that CivicPlus or one of its subcontractors has failed or may have failed to comply with any insurance requirement of the Agreement documents shall not constitute a waiver of any of client's insurance rights under the Agreement documents, with all such rights being fully and completely reserved by the Client.

Taxes

44. The amounts owed for the Services exclude, and Client will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then Client agrees to pay for all resulting fines, penalties and expenses.

Other Documents

45. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

Interlocal Purchasing Consent/ Cooperative Purchasing

46. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

47. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

Miscellaneous Provisions

48. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

49. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "including" means "including but not limited to."

50. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action.

51. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties' electronic signature or any resulting agreement between CivicPlus and Client.

52. This Agreement shall bind the parties hereto, their successors, and assigns.

53. This agreement shall be taken and deemed to have been fully executed and made by the parties in and governed by the laws of the State of Missouri for all purposes and intents. Venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

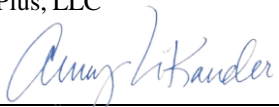
54. No provision of this Agreement shall constitute a waiver of Client’s right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

CITY OF JACKSON, MISSOURI

By: _____
Dwain L. Hahs, Mayor

ATTEST:

Liza Walker, City Clerk/Treasurer

CivicPlus, LLC
By:  _____
Amy Vikander, Senior VP of Customer
Success



Memo

To: Mayor and Members of the Board of Aldermen
From: Joan Evans
Date: Friday, December 16, 2022
Re: Motion to Accept CivicPlus, LLC Statements of Work

Attached to this memo are three Statements of Works (SOWs) that provide for the re-design and hosting of the City’s website along with the integration of improved city services into the new site. These dollar amounts cover design work, data transition, training, and online hosting through the first year of service. Once the projects are completed, separate annual maintenance fees for site content hosting and support will begin with the second year of service.

The three Statements of Works include:

CivicEngage	Website re-design and integration with related online services	\$29,497.61
CivicGov	Online planning, permitting, code enforcement, and licensing software	\$38,500.00
CivicRec	Parks and Recreation facility scheduling and management software	\$11,588.00

We request that the Board approve this combined project to expand and improve citizen and business services provided by the City.


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-31827-1

Date:

11/21/2022 9:42 AM

Expires On:

12/23/2022

Client:

JACKSON, MISSOURI

Bill To:

JACKSON, MISSOURI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Ryan McNelly	x	ryan.mcnelly@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
3.00	Premium Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.	
3.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
3.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation	One-time
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (http://URL)	One-time
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (http://URL)	Renewable

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
1.00	4yr Redesign Premium Annual - CivicEngage Central	4yr Redesign Premium Annual - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
150.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
6.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time
1.00	Video Banner - CivicEngage	Apply client-provided video banner background to CivicEngage website	One-time

List Price - Year 1 Total	USD 47,551.00
Total Investment - Year 1	USD 29,497.61
Annual Recurring Services - Year 2	USD 9,096.02

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement ("MSA") located by and between CivicPlus ("CivicPlus") and Jackson, Missouri ("Client"), to which this SOW is hereby attached as the Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"), unless terminated pursuant to Section 1 of the MSA. In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced as follows:
 - a. Upon signing this SOW, thirty percent (30%) of the Total Investment Year 1 Fees;
 - b. The earlier of 6 months from signing or upon completion of Implementation, the remaining seventy percent (70%) of the Total Investment Year 1.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.

5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after a period of months (36, 48, or 60 months as determined by the number of years in the redesign line item on this SOW) of continuous service under this SOW (the "Redesign Term"), Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after continuous service during the Redesign Term. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after continuous service during a subsequent Redesign Term. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.
7. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW assumes such perpetual permission.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client


By: _____

Name: _____

Title: _____

Date: _____

CivicPlus

By:  _____

Name: _____
Amy Vikander

Title: _____
Senior VP of Customer Success

Date: _____
12/14/2022

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone
Emergency Contact & Mobile Phone
Emergency Contact & Mobile Phone
Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Q-29531-1

9/20/2022 1:14 PM

12/23/2022

Client:

JACKSON, MISSOURI

Bill To:

JACKSON, MISSOURI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Beau Hendrix	x	beau.hendrix@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicGov Code Enforcement Annual	CivicGov Code Enforcement Annual	Renewable	USD 4,200.00
1.00	CivicGov Code Enforcement Setup	CivicGov Code Enforcement	One-time	USD 2,100.00
1.00	CivicGov Planning & Zoning Annual	CivicGov Planning & Zoning Annual	Renewable	USD 4,200.00
1.00	CivicGov Planning & Zoning Setup	CivicGov Planning & Zoning	One-time	USD 2,100.00
1.00	CivicGov Permitting Annual	CivicGov Permitting Annual	Renewable	USD 4,200.00
1.00	CivicGov Permitting Setup	CivicGov Permitting	One-time	USD 2,100.00
1.00	CivicGov Business Licensing Annual	CivicGov Business Licensing Annual	Renewable	USD 4,200.00
1.00	CivicGov Business Licensing Setup	CivicGov Business Licensing	One-time	USD 2,100.00
1.00	CivicGov Premium GIS (ESRI) Mapping Integration Annual	GIS ESRI RESTful Integration: initial endpoint (land + building layer) Annual	Renewable	USD 1,400.00
1.00	CivicGov Premium GIS (ESRI) Mapping Integration Setup	GIS ESRI RESTful Integration: initial endpoint (land + building layer)	One-time	USD 700.00
1.00	CivicGov ICC Code Integration (population based) Annual	CivicGov ICC Code Integration Annual	Renewable	USD 1,400.00
1.00	CivicGov ICC Code Integration (population based) Setup	CivicGov ICC Code Integration	One-time	USD 700.00
1.00	CivicGov Mobile App (Offline Inspections) Annual	CivicGov Mobile App (Offline Inspections) Annual	Renewable	USD 1,400.00

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicGov Mobile App (Offline Inspections) Setup	CivicGov Mobile App (Offline Inspections)	One-time	USD 700.00
1.00	CivicGov Pay - Forte	CivicGov Pay - Forte		USD 0.00
1.00	CivicGov Pay Annual Fee - Forte	Pay Annual maintenance and support fee	Renewable	USD 0.00
1.00	CivicGov Pay Setup Fee - Forte	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time	USD 0.00
1.00	CivicGov Additional Data Import	iworq Permit to CivicGov Permit	One-time	USD 1,400.00
1.00	CivicGov Additional Data Import	iworq Planning to CivicGov Planning	One-time	USD 1,400.00
1.00	CivicGov Additional Data Import	iworq Code to CivicGov Code Enforcement	One-time	USD 1,400.00
1.00	CivicGov Additional Data Import	iworq License to CivicGov Business License	One-time	USD 1,400.00
1.00	CivicGov Additional Data Import	Excel File to CivicGov Permit	One-time	USD 1,400.00
Total Investment - Year 1			USD 38,500.00	
Annual Recurring Services - Year 2			USD 22,050.00	

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement ("MSA") located by and between CivicPlus ("CivicPlus") and Jackson, Missouri ("Client"), to which this SOW is hereby attached as the Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from date of signing ("Initial Term"), unless terminated pursuant to Section 1 of the MSA. In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 Fees shall be invoiced as follows:
 - a. Upon signing of this SOW – one half (50%) of the Total Investment - Year 1 Fees;
 - b. The earlier of 6 months from signing or upon completed implementation – the remaining half of the Total Investment - Year 1 Fees.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning year 2. Client will pay all invoices within 30 days of the date of such invoice.

5. CivicPlus shall not be liable for the accuracy, content, interpretation or use of the Services provided in association with this Agreement.
6. Client understands and agrees that CivicGov is not intended to collect or store any credit card information, financial information, or protected health information and that Client shall not collect or store any such information in CivicGov. For the sake of clarity, CivicGov is not PCI DSS or HIPAA compliant, and Client shall not use it for PCI DSS or HIPAA purposes.
7. **If** Client uses the CivicGov integration with CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via CivicGov. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.
8. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicGov through an integrated partnership with a merchant provider that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.
9. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client


By: _____

Name: _____

Title: _____

Date: _____

CivicPlus

By:  _____

Name: _____
Amy Vikander

Title: _____
Senior VP of Customer Success

Date: _____
12/14/2022

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone
Emergency Contact & Mobile Phone
Emergency Contact & Mobile Phone
Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax


CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-31707-1

Date:

11/16/2022 2:10 PM

Expires On:

12/23/2022

Client:

JACKSON, MISSOURI

Bill To:

JACKSON, MISSOURI

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Tye Lydon	x	tye.lydon@civicplus.com		Net 30

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicRec Annual Fee	CivicRec Annual Fee	Renewable
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicRec Standard	Standard package -Project Coordination -Branded Public Portal -Help Center Access	One-time
2.00	CivicRec Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time
1.00	CivicRec Pay - Elavon Converge	CivicRec Pay - Elavon Converge	
1.00	CivicRec Pay Annual Fee - Elavon Converge	CivicRec Pay Annual maintenance and support fee	Renewable
1.00	CivicRec Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	CivicRec Pay Implementation - Elavon Converge	Includes setting CivicPlus Pay configuration, configuring CivicPlus products for accepting payments, advanced troubleshooting with our partner's support.	One-time

List Price - Year 1 Total	USD 13,088.00
Total Investment - Year 1	USD 11,588.00
Annual Recurring Services - Year 2	USD 6,300.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement ("MSA") located by and between CivicPlus ("CivicPlus") and Jackson, Missouri ("Client"), to which this SOW is hereby attached as the Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"), unless terminated pursuant to Section 1 of the MSA. In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced upon signing.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within Net 30 days of the date of such invoice.
5. The Client's Annual Recurring Services Fees agreed upon herein are based on Client processing up to USD 110,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first Renewal Term of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
6. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicRec through an integrated partnership with a merchant providers that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.
7. When Client uses CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

8. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

Signature Page to Follow

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client


By: _____

Name: _____

Title: _____

Date: _____

CivicPlus

By:  _____

Name: _____
Amy Vikander

Title: _____
Senior VP of Customer Success

Date: _____
12/14/2022

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone
Emergency Contact & Mobile Phone
Emergency Contact & Mobile Phone
Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: December 13, 2022

RE: Change Order No 1. – Soccer Park Phase 1 Drainage Improvements

Attached to this memo is Change Order No 1. for the Soccer Park Phase 1 Drainage Improvement Project. The purpose of this change order is to extend the contract time. Rain and saturated conditions have caused delays to the earthwork and remaining concrete work. I recommend approval of this change order.



City of Jackson

CHANGE ORDER

Fronabarger Concreters, Inc

1

Name of Contractor

Change Order No.

3290 State Highway E

Oak Ridge, MO 63769

Contractor Address

City/State/Zip

Soccer Park Phase 1 Drainage Improvements

12/13/2022

Project Name

Date

Description: ☐ See Attachments

Rain and saturated conditions have caused delays in the grading work. This change order is a time extension only.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 62,437.50	Original Contract End Date: December 19, 2022
Previous Change Orders: \$ 0.00	Net Change from Previous Change Orders: 0
Contract Price prior to this Change Order: \$ 62,437.50	Contract End Date prior to this Change Order: December 19, 2022
Net Increase (Decrease) of this Change Order: \$ 0.00	Net Increase (Decrease) of this Change Order: 21
Contract Price with all approved Change Orders: \$ 62,437.50	Contract End Date with all approve Change Orders: January 9, 2023

Recommended By:

Anna Bergmark
Anna Bergmark P.E. City Engineer

12/13/2022

Date

Authorized By:

Mayor, City of Jackson

Date

Accepted By:

David M. Mullis
Contractor Auth. Representative

12/13/22

Date

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Wednesday, December 14, 2022
Re: Union Street Restroom #1 Replacement Bids

Bids for the Union Street Restroom #1 Replacement Project were advertised through the normal City process on November 9 and 16. A bid opening was held on December 1. Three bids were received, with the cost ranging from the low bid totaling \$332,477.00, and the higher bid totaling \$393,930.00. A preliminary engineer's estimate was previously provided with a cost estimate of \$355,370.75. The low is 6.4% below the engineer's estimate and from a qualified and capable contractor. After a review of the submitted bids, and after discussions with the consulting engineer, Koehler Engineering, the staff recommendation is that the project be awarded to Nip Kelley Equipment Company, Inc., of Cape Girardeau, Missouri, as the lowest responsive bid for the project.

**KOEHLER ENGINEERING & LAND SURVEYING, INC.**

194 Coker Lane
CAPE GIRARDEAU, MO 63701
PH: (573) 335-3026 FX: (573) 335-3049

December 1st, 2022

Honorable Dwain Hahs, Mayor
City of Jackson, Missouri
101 Court Street
Jackson, Missouri 63755

RE: Replacement of Restroom No. 1, North Union Avenue

Mr. Hahs,

On December 1st, 2022, bids were received and opened in the office of the City Administrator for the above referenced project. Three bids were received, with the cost ranging from the low bid totaling \$332,477.00, and the higher bid totaling \$393,930.00. A preliminary engineer's estimate was previously provided with a cost estimate of \$355,370.75. The low is 6.4% below the engineer's estimate and from a qualified and capable contractor. After a review of the submitted bids, and after discussions with City Staff, our recommendation is that the project be awarded to Nip Kelley Equipment Company, Inc., of Cape Girardeau, Missouri, as the lowest responsive bid for the project.

We have reviewed the supporting documentation submitted with the bid, and found it to be in order and in compliance with the city and project requirements.

This letter is to constitute a formal recommendation that the City enter into an agreement and execute a contract with Nip Kelley Equipment Company, Inc. to complete the above referenced substation project, together with all other requirements indicated on the project plans, for the total sum of \$332,477.00. I have included copies of the bid tabulations for your use as well. We will request certificates of insurance and performance and payment bonds from the Contractor, and will expect to have same in hand prior to entering into a contract and issuance of a notice to proceed. I will prepare a formal notice of award and forward it to the contractor if the Board elects to proceed in this manner.

Thank you for the opportunity to continue to provide services to the City of Jackson for this project. If you need any further information, have any questions, or I can be of any further assistance in any capacity, please contact me at your earliest convenience.

Best Regards,

KOEHLER ENGINEERING &
LAND SURVEYING, INC.

Chris Koehler, PE, PLS
Enclosures

Engineer's Bid Tabulation

12/1/2022

City of Jackson, Replacement of Restroom No. 1

ITEM NO.	DESCRIPTION	UNIT	QTY	ENGINEER'S ESTIMATE		Zoellner		Nip Kelley		Putz	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	MOBILIZATION AND GENERAL CONDITIONS	LS	1	\$10,000.00	\$ 10,000.00	\$38,995.25	\$ 38,995.25	\$8,055.00	\$ 8,055.00	\$10,132.18	\$ 10,132.18
2	SITE DEMOLITION (EXISTING RESTROOM, PARKING AREA, WALK, ETC.)	LS	1	\$12,500.00	\$ 12,500.00	\$5,400.00	\$ 5,400.00	\$8,475.00	\$ 8,475.00	\$16,610.00	\$ 16,610.00
3	EARTHWORK (TO SUBBASE / SUBGRADE)	LS	1	\$5,000.00	\$ 5,000.00	\$1,080.00	\$ 1,080.00	\$2,380.00	\$ 2,380.00	\$12,598.74	\$ 12,598.74
4	EROSION CONTROL	LS	1	\$2,000.00	\$ 2,000.00	\$585.00	\$ 585.00	\$890.00	\$ 890.00	\$408.19	\$ 408.19
5	GRAVEL BASE FOR RESTROOM	SF	744	\$2.00	\$ 1,488.00	\$1.50	\$ 1,116.00	\$2.50	\$ 1,860.00	\$3.14	\$ 2,336.16
6	FURNISH & INSTALL PRE-CAST RESTROOM	EA	1	\$306,500.00	\$ 306,500.00	\$248,891.00	\$ 248,891.00	\$263,560.00	\$ 263,560.00	\$254,900.36	\$ 254,900.36
7	UTILITY CONNECTIONS	LS	1	\$10,000.00	\$ 10,000.00	\$60,795.00	\$ 60,795.00	\$18,650.00	\$ 18,650.00	\$19,484.70	\$ 19,484.70
8	ASPHALT PARKING LOT PAVEMENT	SF	1,311	\$5.25	\$ 6,882.75	\$14.25	\$ 18,681.75	\$9.35	\$ 12,257.85	\$7.97	\$ 10,448.67
9	HANDICAPPED SIGNAGE	EA	2	\$500.00	\$ 1,000.00	\$65.00	\$ 130.00	\$620.00	\$ 1,240.00	\$76.25	\$ 152.50
10	STRIPING OF PARKING AREA	LS	1	\$3,000.00	\$ 3,000.00	\$1,188.00	\$ 1,188.00	\$1,235.00	\$ 1,235.00	\$550.00	\$ 550.00
11	CONCRETE WHEEL STOPS	EA	2	\$3,000.00	\$ 6,000.00	\$148.00	\$ 296.00	\$180.00	\$ 360.00	\$108.49	\$ 216.98
12	CONCRETE SIDEWALK	SF	1040	\$10.00	\$ 10,400.00	\$14.05	\$ 14,612.00	\$9.85	\$ 10,244.00	\$15.00	\$ 15,600.00
13	SEEDING AND SURFACE RESTORATION	LS	1	\$3,000.00	\$ 3,000.00	\$2,160.00	\$ 2,160.00	\$3,270.15	\$ 3,270.15	\$1,949.86	\$ 1,949.86

Engineer's Estimate for Base Bid:

\$ 355,370.75

\$ 393,930.00

\$ 332,477.00

\$ 345,388.34

lowest apparent bid

differs from written

345,386.97 written



Reviewed and Certified by: Chris Koehler, PE, PLS

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *NIP KELLEY EQUIPMENT COMPANY, INC., OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO THE *RESTROOM NO. 1 BUILDING REPLACEMENT 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 marked Exhibit A and 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 marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Nip Kelley Equipment Company, Inc., of Cape Girardeau, Missouri.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: December 19, 2022.

SECOND READING: December 19, 2022.

PASSED AND APPROVED this 19th day of December, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AMENDING THE "OFFICIAL ZONING DISTRICT MAP" OF THE CITY OF JACKSON, MISSOURI, AS ADOPTED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI; SAID AMENDMENT IS IN ORDER TO RECLASSIFY A CERTAIN DESCRIBED AREA OF THE CITY OF JACKSON, MISSOURI, FROM I-1 TO C-2, ALL IN ACCORDANCE WITH THE AUTHORITY GRANTED TO THE BOARD OF ALDERMEN BY VIRTUE OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, Gerald R. Sewing, Tommy H. Sewing, Brenda J. Hester, Daphne R. Sewing, and Andy R. Sewing, heirs of Walter M. & Norma Sewing, owners of a certain tract of land herein referred to, has heretofore submitted to the City Planning and Zoning Commission for its consideration the rezoning of certain territories located in the City of Jackson, Missouri, said property being described as 2033 W. Jackson Blvd., consisting of one building as a residence, within the city limits as set out in Exhibit A which is attached hereto and incorporated herein as if fully set forth; and,

WHEREAS, the City Planning and Zoning Commission has heretofore reported to the Board of Aldermen that it approved the requested zoning change; and,

WHEREAS, the City Planning and Zoning Commission and the Board of Aldermen have heretofore complied with all of the provisions of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, the Board of Aldermen believes it is in the best interest of the citizens of the City of Jackson, Missouri, to rezone the aforesaid area as requested by the applicant.

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

Section 1. That the Zoning Ordinance and the accompanying "Official Zoning District Map" of the City of Jackson, Missouri, are hereby amended insofar as they relate to the property described

on Exhibit A which is attached hereto and incorporated herein as if fully set forth; that said property is hereby rezoned from I-1 Light Industrial District to C-2 General Commercial District.

Section 2. That the application for rezoning as submitted by the owner is attached hereto, marked Exhibit A and incorporated herein as if fully set forth.

Section 3. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to amend the "Official Zoning District Map" of the City of Jackson, Missouri, and to certify same and to keep said map on file in the office of the City Clerk and an updated copy shall be placed at City Hall, City of Jackson, Missouri.

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 19, 2022.

SECOND READING: December 19, 2022.

PASSED AND APPROVED this 19th day of December, 2022, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

3

BY: _____
Mayor

ATTEST:

City Clerk



City of Jackson

CITY OF JACKSON, MISSOURI PLANNING & ZONING COMMISSION REZONING REQUEST: FINDINGS AND CONCLUSIONS

The Planning & Zoning Commission of Jackson, Missouri hereby notifies the Board of Aldermen, the applicant, and the public of it's action taken on November 9, 2022, at a regular meeting in consideration of the following:

Rezoning of 2033 West Jackson Boulevard from I-1 Light Industrial District to C-2 General Commercial District

Applicant: **Gerald R. Sewing, Tommy H. Sewing, Brenda J. Hester, Daphne R. Sewing, and Andy R. Sewing, heirs of Watler M. & Norma Sewing**

Filing Date of Application/Fee: **October 31, 2022**

Submission Date of Application to Commission: **November 9, 2022**

Public Hearing Date: **Waived**

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

Administrative Staff Findings: Yes/No

1. Application provided all necessary information: ☐ Yes ☐ No
2. Generally conforms with City Comprehensive Plan: ☐ Yes ☐ No
3. Generally conforms with Major Street Plan: ☐ Yes ☐ No

Planning & Zoning Commission Findings: Yes/No

1. Creates adverse effects on adjacent property: ☐ No ☐ Yes
2. Creates adverse effects on traffic movement or safety: ☐ No ☐ Yes
3. Creates adverse effects on fire safety: ☐ No ☐ Yes
4. Creates adverse effects on public utilities: ☐ No ☐ Yes
5. Creates adverse effects on general health and welfare: ☐ No ☐ Yes

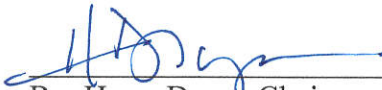
Following consideration of testimony, comments, exhibits and file contents, the Planning & Zoning Commission duly deliberated the facts pertaining to the proposal and issued the following findings of fact and conclusions:

THE ABOVE APPLICATION IS:

☒ **Approved**
☐ **Disapproved**
☐ **Approved with conditions specified below**

By a roll call of 6 ayes, 0 nays, 0 abstentions and 3 absent this 9th day of November, 2022.

CITY OF JACKSON, MISSOURI


By: Harry Dryer, Chairman
Planning & Zoning Commission

ATTEST:

By: 
Janet Sanders, Building &
Planning Manager



REZONING / SPECIAL USE PERMIT APPLICATION

City of Jackson, Missouri

APPLICATION DATE: 10-31-22

TYPE OF APPLICATION:



Rezoning



Special Use Permit

PROPERTY ADDRESS (Other description of location if not addressed):

2033 W. Jackson Blvd

CURRENT PROPERTY OWNERS (all legal property owners as listed on current deed, including trusts, LLCs, etc):

Property Owner Name(s): Gerald Sewing, Tom Sewing

Mailing Address: 2033 W. Jackson Blvd.

City, State ZIP: Jackson, mo 63255

PROPOSED PROPERTY OWNERS (if property is to be transferred, name(s) in which property will be deeded):

Proposed Property Owner(s): Benjamin Chapman

Mailing Address: 2033 W. Jackson Blvd

City, State, ZIP: Jackson mo 63255

CONTACT PERSON HANDLING APPLICATION:

Contact Name: Benjamin Chapman

Mailing Address: 2033 W. Jackson Blvd

City, State ZIP: Jackson, mo 63255

Contact's Phone: 573-413-3656

Email Address (if used): Bechappy@gmail.com

CURRENT ZONING: (check all that apply)

- ☐ R-1 (Single-Family Residential)
- ☐ R-2 (Single-Family Residential)
- ☐ R-3 (One- And Two-Family Residential)
- ☐ R-4 (General Residential)
- ☐ MH-1 (Mobile Home Park)
- ☐ O-1 (Professional Office)
- ☐ CO-1 (Enhanced Commercial Overlay)

- ☐ C-1 (Local Commercial)
- ☐ C-2 (General Commercial)
- ☐ C-3 (Central Business)
- ☐ C-4 (Planned Commercial)
- ☒ I-1 (Light Industrial)
- ☐ I-2 (Heavy Industrial)
- ☐ I-3 (Planned Industrial Park)

CURRENT USE OF PROPERTY: Residence

PROPOSED ZONING: (check all that apply)

- | | |
|--|--|
| <input type="checkbox"/> R-1 (Single-Family Residential) | <input type="checkbox"/> C-1 (Local Commercial) |
| <input type="checkbox"/> R-2 (Single-Family Residential) | <input checked="" type="checkbox"/> C-2 (General Commercial) |
| <input type="checkbox"/> R-3 (One- And Two-Family Residential) | <input type="checkbox"/> C-3 (Central Business) |
| <input type="checkbox"/> R-4 (General Residential) | <input type="checkbox"/> C-4 (Planned Commercial) |
| <input type="checkbox"/> MH-1 (Mobile Home Park) | <input type="checkbox"/> I-1 (Light Industrial) |
| <input type="checkbox"/> O-1 (Professional Office) | <input type="checkbox"/> I-2 (Heavy Industrial) |
| <input type="checkbox"/> CO-1 (Enhanced Commercial Overlay) | <input type="checkbox"/> I-3 (Planned Industrial Park) |

PROPOSED USE OF PROPERTY: Residence

LEGAL DESCRIPTION OF TRACT (attach a copy of the deed or other legal description):

attached

REASON FOR REQUEST: State the reason(s) why you believe the requested use will be beneficial to the neighborhood and the City of Jackson. Attach additional page(s) as needed.

House was zoned industrial which has caused a difficulty in
completing a sale to new owners. House is only house in the area
zoned industrial. Request is for house to be zoned commercial
C-2 so that it can be used and insured as a residence.

DRAWINGS (FOR SPECIAL USE PERMITS ONLY): If one or more buildings or other structures are to be added to the property for a special use permit, attach a scaled plat of the tract(s) showing the location of all buildings. If any buildings are to be less than the standard minimum setbacks, include these distances on the drawing. Any approved special use permit will be based on this building layout. Changes to the layout will require a new special use permit.

SURROUNDING PROPERTY OWNERS: A map of the property location and a map and list of all owners of property within 185' of the property in question will be incorporated by the City as part of this application. The 185' distance is exclusive of right-of-ways. The City will prepare this map based on the most current tax information published by the Cape Girardeau County Assessor.

OWNER SIGNATURES:

I state upon my oath that all of the information contained in this application is true. (Signatures of all persons listed on the current property deed and the authorized signer(s) for any owning corporation or trust.)

Donald Sewing
Tom Sewing 10-31-22

Please submit this application along with appropriate non-refundable application fee to:

Janet Sanders
Building & Planning Manager
City of Jackson
101 Court Street
Jackson, MO 63755

573-243-2300 ext.29 (ph)
573-243-3322 (fax)
jsanders@jacksonmo.org

APPLICATION FEE: \$200.00

OWNER SIGNATURES:

I state upon my oath that all of the information contained in this application is true. *(Signatures of all persons listed on the current property deed and the authorized signer(s) for any owning corporation or trust.)*

Brenda J. Hester

Please submit this application along with appropriate non-refundable application fee to:

Janet Sanders
Building & Planning Manager
City of Jackson
101 Court Street
Jackson, MO 63755

573-243-2300 ext.29 (ph)
573-243-3322 (fax)
jsanders@jacksonmo.org

APPLICATION FEE: \$200.00

OWNER SIGNATURES:

I state upon my oath that all of the information contained in this application is true. *(Signatures of all persons listed on the current property deed and the authorized signer(s) for any owning corporation or trust.)*

Gundy Sewing 11/7/22

Daphne R. Sewing 11/11/22

Please submit this application along with appropriate non-refundable application fee to:

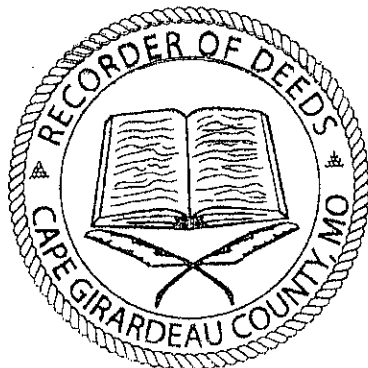
Janet Sanders
Building & Planning Manager
City of Jackson
101 Court Street
Jackson, MO 63755

573-243-2300 ext.29 (ph)
573-243-3322 (fax)
jsanders@jacksonmo.org

APPLICATION FEE: \$200.00

8 0 4 0 7 7 2
Tx: 4027057

\$30 pd.
Layton



DOCUMENT #
2012-02238

SCOTT R CLARK
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
RECORDED ON
02/29/2012 10:17 AM
REC FEE: 30.00
PAGES: 3

Beneficiary Deed

THIS BENEFICIARY DEED, made this 28th day of February, 2012, wherein GRANTORS: **Walter M. Sewing and Norma E. Sewing**, husband and wife, of the County of Cape Girardeau, State of Missouri, as a gift and without consideration DO by these presents GRANT AND ASSIGN, CONVEY AND CONFIRM UNTO GRANTEE BENEFICIARIES: **Gerald R. Sewing, Brenda J. Hester, Tommy H. Sewing, Daphne R. Sewing and Andy R. Sewing**, as tenants in common, the following described real estate, situated in the County of Cape Girardeau, State of Missouri, to-wit:

All that part of grantors land in USPS 2205, T31N, R12E of the Fifth Principal Meridian, Cape Girardeau County, State of Missouri, lying within widths as designated by right angles from the hereinafter-described centerline, containing 0.04 acres, more or less, lying outside of and abutting the existing south boundary of State Rte. 34, described as follows:

The centerline of State Rte. 34 is described as commencing at the NE Corner of USPS 221, being also the NW Corner of USPS 527, T31N, R12E of the Fifth Principal Meridian, Cape Girardeau County, State of Missouri; being a 5/8 in iron pin certified by Gene Budde, LS 1797; thence N81°27'38" W a distance of 5186.54 ft. to Centerline Sta. 600+00.00; thence said centerline extends N84°29'29.8"W a distance of 112.64 ft. to PT Sta. 598+87.36; thence along the arc of 0°45' reverse curves with radius measurements of 7639.44 ft., the first being concave to the north at a length of 436.40 ft. and a deflection angle of 3°16'22.9" to PRC St. 594+50.96; the second being concave to the south at a length of 418.33 ft. and a deflection angle of 3°08'14.9" to PC Sta. 590+32.63; thence N84°21'21.8"W a distance of 24.19.49 ft. to PT Sta. 566+13.14; thence along the arc of a 0°30' curve to the left a distance of 164.50 ft., said curve having a deflection angle of 0°49'20.9", and a radius measurement of 11459.16 ft. to PC Sta. 564+48.64; thence N85°1042.8"W a distance of 1048.64 ft. to Centerline Sta. 554+00.00. Note: Sta. 556+61.22 on the above-described centerline is 2298.32 ft., S79°23'53.31" E of an axle marking the SW Corner of USPS 247 and the NW Corner of Fractional Section 4, T31N, R12E of the Fifth Principal Meridian, certified by Gene Budde, LS 1797.

Widths of controlled access land, measured at right angles from the south side of the above-described centerline, containing 0.04 acres, more or less, are as follows: All grantors land lying within a tract having a constant and uniform width of 70.00 ft. extending easterly from Sta. 587+00.00, to Sta. 588+50.00.

