



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN STUDY SESSION**  
**Monday, April 06, 2026 at 6:30 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**DISCUSSION ITEMS**

- [1.](#) Proposed “Welcome to Jackson” Sign on East Main Street Featuring New City Logo
- [2.](#) Discussion of a Proposed Tourism Tax Ballot Initiative for the August 4, 2026 Election
- [3.](#) Review of Request for Additional No Parking Designations on Dorothy Drive, Alvin Street, and Cecile Street
- [4.](#) Presentation of the Missouri Capital Asset Advantage Treasury (MOCAAT) Program
- [5.](#) East Jackson Boulevard Roadway Lighting Project – Bid Tabulation
- [6.](#) Removal and Replacement of Fuel Storage Tanks Project – Bid Tabulation
- [7.](#) Discussion of a Parks Department Dump Truck Replacement
- [8.](#) Financial & Utility Billing Module - Change Order No. 2
- [9.](#) Wastewater Treatment Plant Improvements Project - Change Order No. 2
- [10.](#) Proposed Encroachment Agreement at 1404 Warren Lake Drive
- [11.](#) Discussion of the First Amendment to the Donna Drive Right of Way Dedication and Maintenance Agreement with Maevers Investments, LLC
- [12.](#) Ridge Road Elevated Water Tower Project - Engineering & Geotechnical Investigation Services Proposal
13. Discussion of Previously Tabled Items (unspecified)
14. Additional Items (unspecified)

Posted on 4/3/2026 at 4:00 PM.



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Matt Winters, City Administrator

**DATE:** 04/03/2026

**RE:** New Welcome Sign on East Main Street

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The Jackson Area Chamber of Commerce was awarded a grant from the Missouri Department of Tourism to “enhance community navigation and first impressions”. Part of the funding was used for UJRO wayfinding signage. The final \$30,000 of the grant project is proposed to be used to install a new Welcome to Jackson sign using our new logo. Attached is information from Janna Clifton, the design of the new sign and a map with the proposed location.

# Wayfinding & Welcome Signage Project

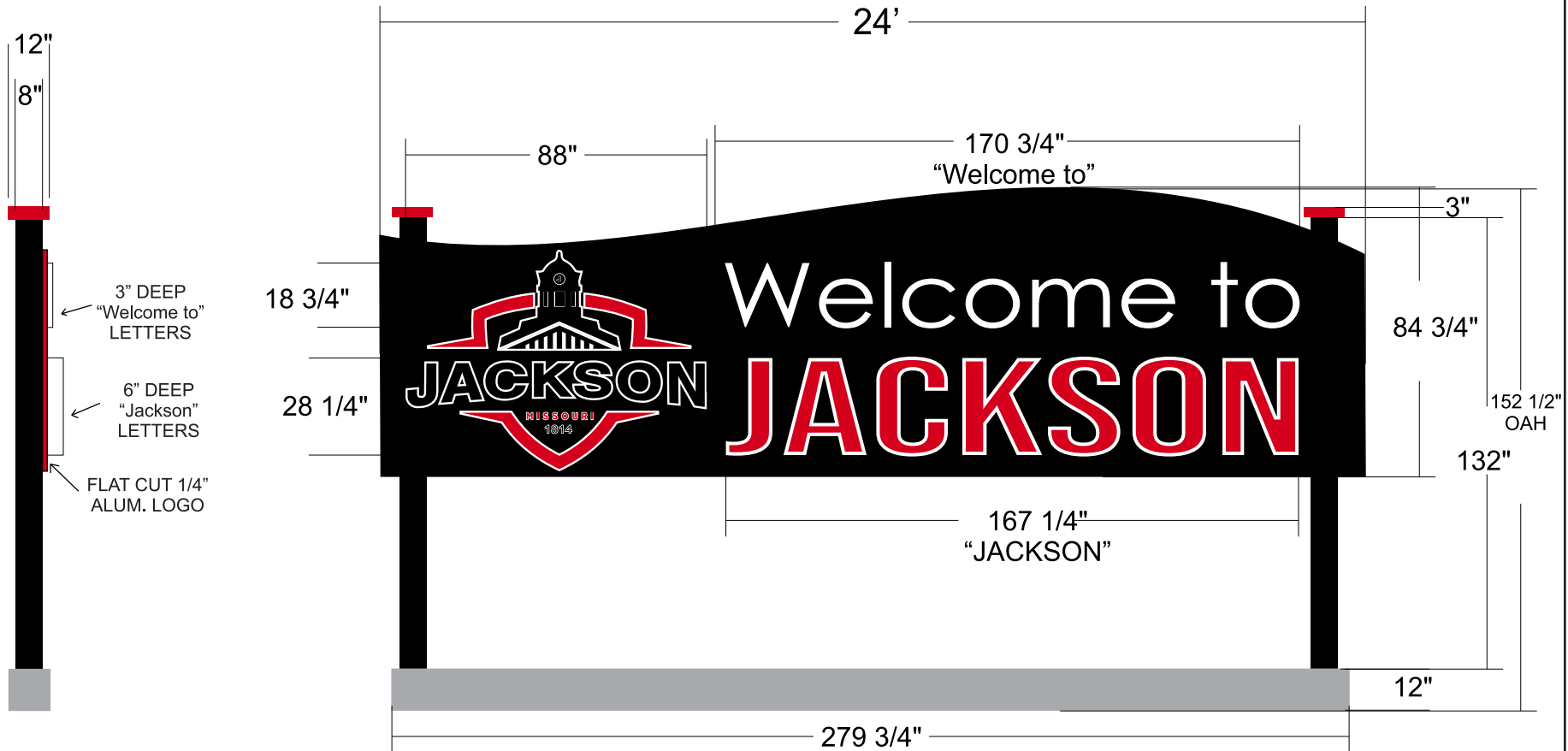
## *Key Points*

- This project is a partnership between the Jackson Area Chamber of Commerce and Uptown Jackson Revitalization Organization (UJRO) focused on enhancing community navigation and first impressions.
- There are two main components:
- Uptown pedestrian wayfinding signage with maps to help visitors and residents easily explore the historic district
- A community-wide “Welcome to Jackson” sign placed at a key entry point
- That key entry point will be at Exit 102, which continues to be a major focus area for growth and development within our community.
- UJRO has committed \$35,000 toward the Uptown wayfinding portion, funded through City of Jackson ARPA dollars.
- The estimated cost for the Welcome to Jackson sign is approximately \$30,000, and it will feature the new City of Jackson brand/logo.
- We successfully pursued and were awarded a Missouri Department of Tourism grant to support this initiative.
- Because the ARPA-funded wayfinding investment is already in place, we are able to leverage that as the required match for the grant.
- This allows us to essentially add the Welcome to Jackson sign at no additional cost, by maximizing the impact of existing ARPA funds.
- The project timeline requires us to complete the project by June 30, with reimbursement of the \$30,000 grant match expected by August 30.
- Overall, this creates a cohesive, branded experience across Jackson—from entry into the community to navigating Uptown.
- This project supports:
- Tourism development through Go Jackson MO
- Economic development and small business visibility
- A stronger, more unified community identity and sense of place

*We've been very intentional about the Exit 102 corridor, and this is another step in creating a strong first impression as people enter Jackson.*

OPTION H

SIDE VIEW



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3180 East Outer Road North • Scott City, MO 63780  
573-335-3939 • 1-888-335-3939 • Fax: 573-335-6070



CUSTOMER APPROVAL	DATE
REVISIONS & REMARKS	

SALES:	MARTY PLATZ mplat@coasttocoastsigns.com
DRAWN BY:	HANNAH LIZENBEE
<small>This is an original unpublished drawing, created by Coast to Coast Signs. It is submitted for your personal use in connection with the project being planned for you by Coast to Coast Signs. It is not to be shown to anyone outside your organization, nor is it to be used, reproduced, copied or exhibited in any fashion whatsoever. All or any part of this design (except registered trademarks) remain the property of Coast to Coast Signs.</small>	

DATE:	3/30/26
DESIGNED FOR:	JACKSON - CHAMBER OF COMMERCE
PROJECT LOCATION:	JACKSON, MO
CONTACT:	JANNA CLIFTON
SCALE:	1/4"=1'
FILE NAME:	24745-WELCOME TO JACKSON SIGN
Terms: 50% down with balance due upon completion.	





# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Matt Winters, City Administrator

**DATE:** 04/03/2026

**RE:** Tourism Tax

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In partnership with the Jackson Area Chamber of Commerce, we are requesting the Board of Aldermen consider placing a tourism/transient tax initiative on the August 4, 2026 ballot. The tax would be paid on all sleeping rooms paid for by transient guests of hotels and motels located within the city limits. The request would be to ask the voters to approve a 5% transient tax that would fund tourism promotion and operation of a visitor center.

# THE TAX YOU DON'T PAY

## WHAT IS IT?

- ✔ Imposes a 5% county lodging tax on transient guests (tourists).
- ✔ Includes booking rooms at hotels/motels, air bnbs, & campsites.

## OTHER THINGS TO KNOW:

- ✔ Long-term rentals (landlords) exempt.
- ✔ Perry County has had a 6% tax since 2018.
- ✔ Will offset money spent promoting tourism.
- ✔ Funds can ONLY be used to promote tourism for our city.

## FUNDS WILL BE USED FOR:

- ✔ Grant matching and administration.
- ✔ Go Jackson MO marketing campaigns.
- ✔ Signage and tourism assets.
- ✔ Events promotion and visitor calls/support.

**VOTE YES FOR TOURISM ON AUGUST 4!**



**Paid for by Committee for a Stronger Jackson,  
\*\*\*Treasurer**





# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Janet Sanders, Director of Public Works

**DATE:** April 2, 2026

**RE:** Additional No Parking Request on Dorothy Dr. / Alvin St. / Cecile St.

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A few months ago, the Board approved two No Parking zones for the inside side of the two right angle curves of the loop of Dorothy Drive / Alvin Street / Cecile Street. This was the result of a request by the Jackson R-2 School District who was having difficulty driving school busses through these turns due to congested on-street parking.

The school district now requests additional No Parking zones on the outside of the curves also, since the bus still has difficulty navigating these curves with vehicles parked on street. Due to the location of storm sewer inlets on both sides at the apex of each curve, modifying the curves would not be a viable option without considerable expense and additional right of way.

Staff recommends that if additional No Parking designations are granted, they be limited to Monday – Friday from 7:00 a.m. – 5:00 p.m. to allow night and weekend parking by the adjacent residents. Adjacent homes have single car garages and driveways and do still need some on-street parking.

As previously, we recommend notifying the adjacent property owners prior to the next meeting and giving them an opportunity to express any concerns.



Dorothy / Alvin / Cecile  
Request for Additional No Parking



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Liza Walker, Assistant City Administrator

**DATE:** April 3, 2026

**RE:** Missouri Capital Asset Advantage Treasury (MOCAAT) Program

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MOCAAT is a complete financial management resource for Missouri municipalities as well as school districts, counties and colleges. Tony Smee with MOCAAT will be present to discuss the program and to answer any questions.



March 27, 2026

Mr. Rodney Bollinger  
Administrative Services Director  
City of Jackson  
101 Court Street  
Jackson, MO 63755

RE: Recommendation of Award – East Jackson Boulevard Roadway Lighting Project #SE0247

Dear Mr. Bollinger,

Strickland Engineering has completed our review and evaluation of the bids received on March 17, 2026 for the East Jackson Boulevard Roadway Lighting Project. A total of three(3) bids were submitted for this project.

The low bidder for this project is KT Power Systems, Inc. with a total bid amount of \$895,247.00.

Based on our post-bid evaluation, we offer the following findings regarding the low bidder:

- Bid Completeness: The bid proposal was found to be mathematically correct and included all required bonds, non-collusion affidavits, and bidders list quote summary.
- Qualifications and Experience: KT Power Systems has successfully completed projects of similar scope and complexity over their history since starting business in 1973.
- Capacity: The contractor has demonstrated they have the necessary equipment and personnel available to meet the project's completion date of December 31, 2026.

Based on the results of our review, Strickland Engineering finds KT Power Systems to be the lowest responsive and responsible bidder. We have submitted a Concurrence in Award request with this information to MoDOT for approval. Once concurrence is received, we recommend that the City move to award the contract for the East Jackson Boulevard Roadway Lighting Project to KT Power Systems in the amount of \$895,247.00.

Attached to this letter is a copy of the certified Bid Tabulation listing bid totals for all proposals received at the bid opening.

Please contact me at (573)243-4080 x1003 or [sweber@stricklandengineering.com](mailto:sweber@stricklandengineering.com) if you have any questions or require additional information.

Sincerely,

Shawn J. Weber, PE  
Project Engineer  
Strickland Engineering, LC

Attachment: Bid Tabulation Sheet



**BID TABULATION**

Item 5.

**EAST JACKSON BOULEVARD ROADWAY LIGHTING PROJECT #SE-0247  
JACKSON, MISSOURI**

BID DATE: March 17, 2026 @ 2pm

CONTRACTOR	BID SIGNED	BID BOND	QUOTE SUMMARY	DBE FORMS	ADDENDUM #1	ADDENDUM #2	BID AMOUNT	NOTES
COTNER ELECTRIC CO, INC								<i>Did not submit</i>
KOCH ELECTRIC, INC	✓	✓	✓	✓	✓	✓	<i>1,073,541.50</i>	
KT POWER SYSTEMS	✓	✓	✓	✓	✓	✓	<i>895,247.00</i>	
REINHOLD ELECTRIC, INC	✓	✓	✓	✓	✓	✓	<i>1,497,316.00</i>	

Bids Opened by: *Alan J. [Signature]*

Witness: *Donald F. Schmitt*



# City of Jackson

**TO: Mayor and Board of Aldermen**

**FROM: Don Schuette, Director of Electric Utilities**

**DATE: 04/03/2026**

**RE: Fuel Tank Replacement Project**

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Bids were solicited for the Fuel Tank Replacement Project to be performed at the Power Plant for diesel generators.

Three properly submitted bids were received and accepted for consideration:

ComXFuel, LLC, Shawnee KS	\$188,311.00
Mac Con Company, Cape Girardeau, MO	\$112,260.00
Mid-South Steel Products, Inc. Cape Girardeau, MO	\$59,835.00

After consideration of all properly submitted bids, we recommend Mid-South Steel Products Inc., of Cape Girardeau, MO, be awarded the above referenced project.

All bids are attached for your review.

If you have further questions or concerns, please let me know.

Thank you,

Don Schuette

Director of Electric Utilities



# MEMO



**To:** Mayor and Board of Aldermen  
**From:** Jason Lipe, Parks and Recreation Director  
**Date:** Friday, March 27, 2026  
**Re:** Park Department Dump Truck

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The Parks Department relies heavily on the use of a dump truck to haul dirt, rock, mulch, and limbs. The current vehicle assigned to the Parks Department is a 1995 GMC 3500 1-ton dump truck. Over the past few years, truck #96 has faced a number of issues that have led to numerous periods of down time when the dump truck was unavailable due to repairs. Issues have included oil leakage, inoperable driver's door, excessive exhaust and hydraulic leaks.

The Parks Department would like to request funds for the purchase of a new dump truck similar to the one attached to this memo. This purchase would be made under the state contract. A motion for consideration of this purchase will be brought to you all at the next Regular Session meeting.



## 2025 Ford F-550 Regular Cab DRW 4WD Monroe Truck Equipment Dump Truck

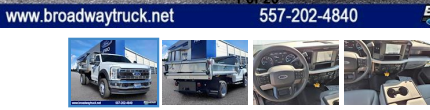
Stock #250709



Price

Vehicle available NOW in St. Lou

Contact Broadway Ford Truck Sales fo  
(314) 300-9862



Photos may be stock images.

Photos may be stock images.

MTE-Zee SST Series Dump Body Literature

### Body Details

Manufacturer	<b>monroe</b> a brand of aebi schmidt
Body Type	Dump Truck
Body Model	11' MTEZ SST 4-5 Yd Dump Body
Body Material	Stainless Steel
Body Length	11'
Body Inside Width	87"
Body Capacity	4-5 Yard
Bulkhead Description	Heavy Duty Front Bulkhead, Tapered Cab Protector & Tapered Laser Cut Window
Cargo Control Description	Tie Loops
Cargo Control Quantity	2
Cargo Control Location	Under Body
Floor Gauge	7
Hoist Manufacturer	Champion
Hoist Type	Electric
Hoist Style	Double Acting
Lighting Type	LED
Lighting Description	FMVSS108, Clearance and Reflectors
Lighting Location	Exterior
Mud Flaps Material	Rubber
Side Type	Folding Sides

Window Sticker

### Vehicle Notes

Discover the unparalleled power and capability of the 2025 Ford F-550SD XL DRW. This heavy-duty workhorse is engineered to conquer any task, from haul...

[Read More...](#)

### Chassis Details

Mileage	10
Stock Number	250709
Stock Type	New
Year	2025
Make	Ford
Model	F-550
Class	6
Drivetrain	4WD
Cab Type	Regular
Vehicle Trim	XL
Vehicle VIN	1FDF5HT9SDA11297
Interior Color	Medium Dark Slate
Seating Capacity	3
Exterior Color Description	Oxford White
Engine Cylinder Count	8
Transmission Type	Automatic
Rear Wheels	Dual



Fuel Type	Diesel
Engine Make	Ford
Engine Size (L)	6.7
Brake Type	Hydraulic

## Vehicle Options



- ENGINE: 6.7L 4V OHV POWER STROKE V8 TURBO DIESEL B20 -inc: Operator Commanded Regeneration (OCR) Diesel Exhaust Fluid (DEF) tank and manual push-button engine-exhaust braking 4.10 Axle Ratio 250 Amp Alternator Dual 68 AH/65 AGM Battery
  - Four Wheel Drive
  - Power Steering
  - Dual Rear Wheels
- [View All](#)

Side Height	16"
Side Gauge	12
Tailgate Description	Single-Lever Release, Quick Drop Tailgate
Tailgate Height	22"
Hitch Type	Receiver
Hitch Description	in .5" plate
Hitch Size	2.5"
Hitch Capacity	18K
Camera Description	Factory Backup Camera
Tarp Manufacturer	US Tarp
Tarp Type	Manual
Tarp Description	US Tarp: Hand-Crank Rewind Tarp with Rear Pull Bar

Item 7.

## MTE-Zee SST Series Features

Experience the same rugged performance as the MTE-Zee Dump in a corrosion-resistant, high-strength stainless steel.

- Slot & Tab Construction with Robotic Welding Ensures a Precision Fit & Finish
- High-Strength Stainless Steel Construction
- Crossmemberless Understructure with Stainless Steel Longsills
- 10 Gauge Construction (with the exception of the 7 Gauge Floor on Fold Down Side Units)
- Heavy Duty Front Bulkhead, Tapered Cab Protector & Tapered Laser Cut Window for Clear View to the Rear
- Single Panel Tailgate with Offset Handle Easily Accommodates an Optional Coal Chute Configuration
- Integral Dirt Shedding Top Rails & Tailgate
- FMVSS108 L.E.D. Clearance & Marker Lights & Reflectors with Weather-Resistant Wiring Harness
- Rubber Rear Flaps & ICC Bumper Included in Package
- 100% Durable Powder Coat Finish (Red/White/Black); Custom Colors Available
- Powder Coated Double Acting Hoist & Body-Up Maintenance Prop Rod
- Electric Powered Hydraulic Power Unit with PushButton Controls Provide Simple & Dependable Operation
- Full-Height Front Board Pocket on Rigid Side Bodies (requires optional rear extension kit)
- 5 Year Limited Warranty - Best in the Industry



## Body Installed by

*Monroe Truck Equipment  
2726 Solution Center  
Chicago, IL 60677*

### Disclaimer:

Although every reasonable effort has been made to ensure the accuracy of the information contained on this site, absolute accuracy cannot be guaranteed. All vehicles are subject to prior sale. Price does not include applicable tax, title, license, processing and/or documentation fees.

**ATTACHMENT REVISED PER AMENDMENT 02****ATTACHMENT 1****Price Quote Request Form, New Motor Vehicles**

The Price Quote Request Form may be modified by state agencies as necessary to identify any unique or special requirements related to the vehicle required by the agency.

**TO BE COMPLETED BY THE STATE AGENCY**

State Agency Name: City of Jackson, Missouri

State Agency's Address: 101 Court St. Jackson, MO 63755

Point of Contact at State Agency: Liza Walker

State Agency Point of Contact's Phone Number: 573-243-3568 ext. 2015

State Agency Point of Contact's Email Address: lwalker@cityofjacksonmo.gov

Return Price Quote Request Form to the Following Email Address: lwalker@cityofjacksonmo.gov

Price Quote Request Form Issue Date: March 11, 2026

Price Quote Request Form Return No Later Than Date: March 18, 2026

**STATE AGENCY'S VEHICLE REQUIREMENTS:**

The state agency must provide a brief description of the vehicle required of the QVL contractor below:

Fleet or Off the Lot: Off the Lot

Brand: Ford

Model: F-550 XL DRW Dump Truck

Year: 2025

List of Requested Options/Features from the Manufacturer: See attached

List of Requested Options/Features from a Third Party (aftermarket): See attached

List of Required Options/Features from the Manufacturer: See attached

List of Required Options/Features from a Third Party (aftermarket): See attached

Quantity: 1

Delivery Location (if applicable): City of Jackson, Missouri

**QVL CONTRACTOR'S PROPOSED VEHICLE INFORMATION:**

The QVL contractor must provide the following information regarding the vehicle proposed:

Fleet or Off the Lot: Off the Lot

Brand: Ford

Model: F550 XL

Vehicle Identification Number (VIN): 1FDFF5HT9SDA11297

Year: 2025

List of Requested Options/Features from the Manufacturer Proposed: 11' KNAPHEIDE DUMP BO

List of Requested Options/Features from a Third Party (aftermarket) Proposed: \_\_\_\_\_

List of Required Options/Features from the Manufacturer Proposed: \_\_\_\_\_

List of Required Options/Features from a Third Party (aftermarket) Proposed: \_\_\_\_\_

Quantity Proposed: 1

Vehicle Spec Sheet: The QVL contractor should attach a spec sheet to their response to the Price Quote Request Form that identifies all the standard specifications of the vehicle proposed along with any options included on the vehicle.

#### PRICING FOR VEHICLE:

The QVL contractor shall provide a firm, fixed price for the proposed vehicle below:

<b>TABLE REVISED PER AMENDMENT 02</b>	
<b>Line Item</b>	<b>Firm, Fixed Price</b>
Vehicle Price	\$ <u>84,895</u>
Price for Additional Options/Features in Addition to Vehicle Price	\$ <u>N/A</u>
<b>DELETED</b>	<b>DELETED</b>
Total Price	\$ <u>84,895</u>

NOTE: COST EVALUATION: Objective Evaluation of 200 points

#### DELIVERY:

If vendor should identify delivery in days after receipt of order: \_\_\_\_\_ calendar days ARO.

#### QVL CONTRACTOR'S INFORMATION

QVL Contractor's Name: BROADWAY FORD TRUCK SALES, INC

QVL Contractor's Address: 812 E TAYLOR BLVD. ST LOUIS, MO. 63147

QVL Contractor's Point of Contact: JEFF HOUSTON

QVL Contractor's Point of Contact's Phone Number: 314-241-9140 EXT.232

QVL Contractor's Point of Contact's Email Address: jhhouston@broadwaytruck.com

Signature of QVL Contractor's Point of Contact: Jeff Houston



# MEMO

**To:** Mayor Dwain Hahs and Members of the Board of Aldermen  
**From:** Angela Birk, City Clerk/Treasurer  
**Date:** April 2, 2026  
**Re:** BS&A Software Change No. 2

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Attached is Change Order No. 2 to the BS&A Software contract for Financial & Utility Billing Migration project. This change order, in the amount of \$2,400, is relative to the migration of cemetery deed documents from our legacy software system to the new platform.

During the implementation process, it was identified that the existing deed records require additional handling to ensure accurate transfer, formatting, and indexing within the new system. This work goes beyond the original project scope.

The change order will cover:

- Extraction and conversion of deed documents from the legacy system
- Validation and quality assurance to ensure all records are accurately migrated
- Proper indexing to maintain accessibility and compliance

Completing this migration correctly is critical to preserving historical records, maintaining operational continuity, and ensuring staff can efficiently access deed information moving forward.

Without this additional work, there is a risk of incomplete or inaccurate records in the new system.

# Change Request

BS&A Software, LLC | bsasoftware.com | 855 BSASOFT

Customer: City of Jackson, Cape Girardeau County MO

Prepared By: Steve Rennell

Quote #	Q-03525	Date	03/19/2026
		Valid Until Date	07/17/2026

Changed Deliverable	Net Change in Cost
Add Cemetery Management attachment conversion from gWorks	\$2,400.00
Total Net Changes	\$2,400.00

### BS&A Software, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

### Customer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Jeff Winders, City Engineer

**DATE:** April 2, 2026

**RE:** WWTP Improvements – Change Order No. 2

---

The WWTP Improvements project originally had the water line not meeting city requirements. This change order adds fire hydrants and gate valves to bring the planned water main extension into compliance.



**Table No. 1 - Description of Change Order No. 2**

**City of Jackson, Missouri  
Jackson WWTP Improvements Project**

<b>Item No.</b>	<b>Description</b>	<b>Attached Reference Exhibit</b>	<b>Lump Sum Price</b>	<b>Increase (Decrease) in Contract Price</b>	<b>Increase (Decrease) in Contract Time</b>	<b>Explanation/Comments</b>
1	Furnish & Install Gate Valves & Fire Hydrants	Raider Mechanical Proposal/Change Order Cost Summary & RFP No. 1 8-Inch Waterline Extension	\$50,923.95	\$50,923.95	0 days	Furnish and installation of new valves for requested change to water main. See RFP No. 01 8-Inch Waterline Extension.
	<b>TOTAL INCREASE (DECREASE)</b>			<b>\$50,923.95</b>	<b>0 days</b>	

**Jackson WWTP Improvements**  
*Change Order Request 002*  
*Water Main Gate Valves & Fire Hydrants*  
 3/23/2026

**Subcontractors**

<b>Item Description</b>	<b>Subcontractor</b>	<b>Amount</b>	
1 Furnish & Install Gate Valves & Fire Hydrants	Raider Mechanical	48,499.00	
	Subcontractor Subtotal	48,499.00	
	OH&P	2,424.95	5%
	<i>Subcontractor Total</i>	50,923.95	

**Self-Performed**

<b>Item Description</b>	<b>Vendor</b>	<b>Amount</b>	
1			
	Self Performed Subtotal	-	
	OH&P	-	15%
	<i>Self Performed Total</i>	-	

Grand Total \$ 50,923.95



## *MEMO*

**TO:** Mayor Hahs and Members of the Board  
**FROM:** Larry Miller, Building & Planning Manager  
**DATE:** April 3, 2026  
**SUBJECT:** Proposed Encroachment Agreement at 1404 Warren Lake Drive

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The property owner at 1404 Warren Lake Drive has executed an Encroachment Agreement with the City to address the heated driveway system that extends into the public right-of-way. The agreement grants a revocable license for the improvement and confirms that the City may require removal whenever access to the right-of-way is needed. As stated in the agreement, the City may remove the improvement “at City’s sole cost and expense,” but the City has no obligation to repair or replace any heating components damaged during such work, which “shall be at Owner’s sole cost and expense.” The owner must indemnify and hold the City harmless for all claims arising from the installation, use, or removal of the heated driveway, and expressly waives any claim for damage caused by lawful activity in the right-of-way. The agreement runs with the land and will be recorded to ensure notice to future owners.

The Owner has reviewed the Encroachment Agreement and agrees to its terms. He intends to sign the document once the property is formally transferred into the Pearl Stewart Trust, which will hold title in the future. Construction of the residence at 1404 Warren Lake Drive is nearing completion, and City staff prepared this agreement in advance to ensure the project is not delayed once the home is finished and the trust transfer is complete.

This will come before the board during the regular session at the next meeting as a bill. Approval of this item may be granted by a simple majority (5 of 8 votes).

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## ENCROACHMENT AGREEMENT

This Encroachment Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF JACKSON, MISSOURI, a municipal corporation organized and existing under the laws of the State of Missouri ("City"), and PEARL STEWART TRUST, whose mailing address is 1404 Warren Lake Drive, Jackson, Missouri 63755 (collectively referred to as the "Owner").

### RECITALS

**WHEREAS**, Owner is the fee simple owner of certain real property located at 1404 Warren Lake Drive, Jackson, Missouri, more particularly described as Lots Eighty-six (86), Eighty-seven (87), and Eighty-eight (88) of Warren Place Subdivision Phase 2 in the City of Jackson, County of Cape Girardeau, Missouri, as shown by plat filed for record in Plat Book 20 at Page 19 in the land records of Cape Girardeau County, Missouri (the "Property") and more particularly described in Exhibit A attached hereto and made a part hereof; and

**WHEREAS**, the City owns and maintains a public right-of-way and easement adjacent to or upon the Property (the "Right-of-Way"); and

**WHEREAS**, Owner desires to construct and install a heated driveway (the "Improvement") that will encroach upon the City's Right-of-Way; and

**WHEREAS**, the City is willing to permit such encroachment subject to the terms and conditions set forth herein, including the City's authority to require removal of the Improvement without obligation to repair or replace the heating components, in order to protect public safety and infrastructure pursuant to Missouri law, including Section 67.1830, RSMo; and

**WHEREAS**, this Agreement is intended to establish clear and unambiguous provisions regarding liability, removal, insurance, and indemnification to ensure enforceability under Missouri law.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## **1. GRANT OF PERMISSION**

Subject to the terms and conditions of this Agreement, the City hereby grants Owner a revocable, non-exclusive license to construct, install, maintain, and use the Improvement within the Right-of-Way, solely for the purpose of a heated driveway serving the Property. The exact location and specifications of the Improvement shall be as described in Exhibit B (plans and diagrams approved by the City) attached hereto and made a part hereof as Exhibit B.. Owner shall obtain all necessary permits from the City prior to commencing construction and shall comply with all applicable laws, ordinances, and regulations.

## **2. REMOVAL OF IMPROVEMENT**

a. Owner agrees that the Improvement is installed at Owner's sole risk and expense. If the City determines, in its sole discretion, that it is necessary to access the Right-of-Way for the repair, replacement, maintenance, or addition of infrastructure (including but not limited to utilities, sewers, water lines, roads, or other public improvements), the City will, upon written notice remove the Improvement or any portion thereof at City's sole cost and expense.

b. The City shall have the obligation to repair, replace, and restore that portion of the concrete Improvement but the City shall not have any obligation to repair, replace, or restore heating components of the Improvement that is damaged or removed in connection with work. Any such repair, replacement, or restoration of the heating components of the heated driveway shall be at Owner's sole cost and expense.

## **3. INDEMNIFICATION AND HOLD HARMLESS**

Owner hereby agrees to indemnify, defend, and hold harmless the City, its officers, agents, employees, and any Utilities from and against any and all claims, demands, actions, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way related to the construction, installation, maintenance, use, or removal of the Improvement, or Owner's use of the Right-of-Way, except to the extent caused by the gross negligence or willful misconduct of the City. This indemnification shall survive the termination of this Agreement.

Owner expressly waives any claim against the City or Utilities for damage to the Improvement resulting from lawful activities in the Right-of-Way and agrees that such waiver is clear, unambiguous, and enforceable.

## **4. NO PROPERTY INTEREST CREATED**

This Agreement grants only a revocable license and does not convey any property interest, easement, or other right in the Right-of-Way to Owner.

## **5. GOVERNING LAW**

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

**6. BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. Owner agrees that this Agreement shall run with the land and be recorded against the Property in the land records of Cape Girardeau County, Missouri.

**7. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. It may be amended only in writing signed by both parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first above written.

**CITY:**

CITY OF JACKSON, MISSOURI

By: \_\_\_\_\_  
Dwain L. Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

**OWNER:**

\_\_\_\_\_  
Boone C. Wagner

\_\_\_\_\_  
Megan J. Wagner

STATE OF MISSOURI )

COUNTY OF CAPE GIRARDEAU )  
 ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, \_\_\_\_\_, a Notary Public in and for said state personally appeared, Dwain L. Hahs, Mayor for the City of Jackson, and Angela Birk, City Clerk for the City of Jackson, Missouri, know to me to be the persons who executed the within instrument in behalf of said political subdivision and acknowledged to me that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

(SEAL)  
My commission expires: \_\_\_\_\_

STATE OF MISSOURI )  
 ) SS.  
COUNTY OF CAPE GIRARDEAU )

On this \_\_\_\_ day of \_\_\_\_\_, 2026, before me, a Notary Public in and for said state, personally appeared Boone C. Wagner and Megan J. Wagner, husband and wife, known to me to be the persons who executed the foregoing instrument and acknowledged that they executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

(SEAL)  
My commission expires: \_\_\_\_\_



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Janet Sanders, Director of Public Works

**DATE:** April 2, 2026

**RE:** Donna Drive Right of Way Dedication and First Amendment to Right of Way Dedication and Maintenance Agreement

---

Attached you will find two documents related to the Donna Drive right of way through the parking lot serving Jackson Tire, Don Carlos, and Teen Challenge. In 2018, Maevers Investments, LLC platted M.I. Third Subdivision and included on the plat, at the City's request, a 40' L-shaped right of way for Donna Drive. The plat referred to it as both a right of way and a roadway easement.

The current MODOT design process for the Donna Drive intersection brought to light that this "roadway" is considered easement and not right of way on the Cape County tax maps and is still being taxed to Maevers Investments, LLC. To clear up this issue, staff has prepared, and Jim Maevers has signed, a Deed of Dedication for this section of Donna Drive right of way. If found favorable, an ordinance to accept this dedication will be on the next regular meeting agenda.

You will also find attached a First Amendment to Right-of-Way Dedication and Maintenance Agreement. This amendment modifies an agreement entered with Maevers Investments at the time of the plat, which delegated the maintenance of this right-of-way to the developer until such a time as the city constructed an actual street. There is no foreseeable plan to rebuild this right of way as a street and the concrete in the parking lot is deteriorating in places. Additionally, there is no striping to delineate a traffic route. Our recommendation is to remediate these two issues by approving this modification which shifts the maintenance within the right of way to the City. If the Board is in favor, a proposed ordinance accepting this agreement will also be placed on the next regular agenda.

## FIRST AMENDMENT TO RIGHT-OF-WAY DEDICATION AND MAINTENANCE AGREEMENT

**THIS FIRST AMENDMENT** (this "Amendment") is entered into on this 31 day of March, 2026, by and between **THE CITY OF JACKSON, MISSOURI**, a municipal corporation organized and existing under the laws of the State of Missouri (the "City"), and **MAEVERS INVESTMENTS, LLC**, a Missouri limited liability company (the "Developer").

### RECITALS

**WHEREAS**, the City and the Developer entered into that certain Agreement dated May 21, 2018 (the "Original Agreement"), attached hereto and made a part hereof as Exhibit A, relating to the dedication of certain right-of-way for South Donna Drive (as described in the M.I. Third Subdivision plat) and the allocation of maintenance responsibilities therefor; and

**WHEREAS**, pursuant to the Original Agreement, the Developer dedicated the right-of-way to the City, but the City's obligation for ongoing maintenance of the right-of-way (including the area within the parking lot between Jackson Boulevard and Kimbel Lane) is deferred until such time as the City determines to construct a full roadway therein; and

**WHEREAS**, the City desires to undertake certain limited improvements within the dedicated right-of-way for safety and visual definition purposes, specifically: (i) repair of failed or deteriorated concrete by patching a large hole, and (ii) pavement marking/stripping to delineate potential traffic lanes, without reconstructing or building a full roadway section; and

**WHEREAS**, the parties desire to amend the Original Agreement to authorize the City to perform such limited work at its expense, while expressly confirming that such work shall not constitute "construction of a roadway" or otherwise trigger the City's full ongoing maintenance obligations under the Original Agreement; and

**WHEREAS**, the parties mutually agree that this Amendment is in the best interests of public safety, efficient use of the right-of-way, and preservation of the original intent of the parties.

**NOW, THEREFORE**, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals are true and correct and are incorporated herein by reference.

2. **Amendment to Maintenance Provisions.** The Original Agreement is hereby amended by adding the following new paragraph at the end thereof:

"Notwithstanding any provision to the contrary, the City may, at its sole discretion and expense, perform or cause to be performed limited maintenance and improvement work within the Dedicated Right-of-Way, consisting solely of: (a) repair or patching of existing failed or deteriorated concrete surfaces, and (b) application of pavement markings, striping, or other visual delineations to define potential traffic lanes or improve safety and usability within the existing parking lot/right-of-way area between Jackson Boulevard and Kimbel Lane. Such work shall not constitute 'construction of a roadway' or any equivalent trigger under this Agreement, and shall not obligate the City to assume full or ongoing maintenance responsibility for the Dedicated Right-of-Way beyond the scope of the specific work performed. The Developer shall remain responsible for all other maintenance obligations as set forth in the Original Agreement until such time as the City affirmatively elects to construct a full roadway, at which point the original maintenance trigger shall apply."

3. **No Other Changes.** Except as expressly amended herein, all terms and conditions of the Original Agreement remain in full force and effect and are ratified and confirmed. In the event of any conflict between this Amendment and the Original Agreement, the terms of this Amendment shall control.

4. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law and Venue.** This Amendment shall be governed by and construed in accordance with the laws of the State of Missouri. Venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

6. **Counterparts.** This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Electronic signatures (including PDF) shall be deemed valid and binding.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the date first above written.

[Signatures to follow]


**CITY OF JACKSON, MISSOURI**

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

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

**MAEVERS INVESTMENTS, LLC**

By:   
Name: James E. MAIVORS  
Title: managing member

**AGREEMENT**

**THIS AGREEMENT** is made and entered into this 21<sup>st</sup> day of May, 2018, by and between **CITY OF JACKSON, MISSOURI**, a *municipal corporation*, hereinafter referred to as "City," and **MAEVERS INVESTMENTS, LLC**, a *Missouri limited liability company*, hereinafter referred to as "Developer,"

**WITNESSETH:**

**WHEREAS**, the Developer has submitted the plat for M.I. Third Subdivision (which is attached hereto as Exhibit A) and said plat shows the dedication of a necessary roadway right-of-way required in the Major Street Plan of the City; and

**WHEREAS**, in consideration for said dedication of roadway right-of-way, the parties have reached certain agreements which they wish to memorialize herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, it is agreed as follows:

1. **DEDICATION OF ROADWAY RIGHT-OF-WAY.** The Developer has submitted its plat for M.I. Third Subdivision and, with the completion of the acceptance of said plat, the City will receive a roadway right-of-way through Developer's property which roadway right-of-way is required in the Major Street Plan of the City. Said roadway right-of-way is shown on Exhibit A as the roadway right-of-way connecting East Jackson Boulevard and Kimbel Lane.

2. **PAYMENT FOR ROADWAY RIGHT-OF-WAY.** The Developer waives any direct payment for said roadway right-of-way and waives any claim it may have against the City for eminent domain or condemnation of said roadway right-of-way.

3. **STATUS QUO TO CONTINUE UNTIL SPECIFIC ACTION BY THE CITY.** The area that is shown on the roadway right-of-way on Exhibit A has been used by the general public as a "cut-through" on the Developer's parking lot for many years. The City assumes no responsibility to maintain or repair the Developer's parking lot pavement. The City will have no obligation to make any repairs to the parking lot pavement until such time as the City budgets and schedules the construction of the roadway. The timing of the construction of the roadway shall be in the absolute discretion of the City. Until such time as the City constructs the roadway, the status quo shall continue and any repairs to the parking lot pavement will be solely at the discretion of the Developer or the Developer's successors in interest and if made will be the responsibility of the Developer or the Developer's successors in interest. Until such time as the City constructs the roadway, the Developer or the Developer's successors in interest shall retain control over the traffic flow within and along its parking lot in the same manner as previously exercised by the Developer. At such time as the City constructs the roadway, the City will be responsible for the roadway maintenance in the same manner as other city roadways. At all times the maintenance of the parking lot pavement will be the responsibility of the Developer or the Developer's successors in interest.

4. **CITY'S RESPONSIBILITIES.** Once the City has constructed said roadway, all costs of maintenance of said roadway shall be the sole responsibility of the City. The City agrees to seek no compensation or reimbursement or contribution from the Developer or the Developer's successors in interest for the paving, improvement, care, maintenance, or upkeep of said roadway.

5. **CURB CUTS.** The parties acknowledge the importance of curb cuts along said roadway in order to enhance the economic development of the area. The Developer or the

Developer's successors in interest and other adjoining property owners will be consulted and given necessary curb cuts unless the City has safety related reasons to deny a curb cut. Once the roadway is built with the desired curb cuts, changes shall not be made without good cause approved by the City.

6. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties. This Agreement sets forth the entire agreement between the parties, and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

7. **GOVERNED AND CONSTRUED.** This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

8. **BINDING.** This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

9. **USAGE OF WORDS.** Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

10. **CAPTIONS.** Any captions used in this Agreement are for convenience only and shall not be deemed to amplify, modify, or limit the provisions hereof.

11. **RELATIONSHIP.** The relationship between the parties at all times shall remain solely that of City and Owner and shall not be deemed a partnership or joint venture.

12. **PROVISIONS.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13. **RIGHTS AND REMEDIES.** The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.



CITY:

CITY OF JACKSON, MISSOURI

By:

Mayor

*[Handwritten signature]*

ATTEST:

*[Handwritten signature]*  
City Clerk

**DEVELOPER:**

**MAEVERS INVESTMENTS, LLC**

By:   
James K. Maevers, Managing Member



**TITLE OF DOCUMENT:** DEED OF DEDICATION

**DATE OF DOCUMENT:** March 31, 2026

**GRANTORS:** MAEVERS INVESTMENTS, LLC

**GRANTORS MAILING ADDRESS:** PO BOX 1833  
CAPE GIRARDEAU, MO 63702

**GRANTEE:** CITY OF JACKSON, MISSOURI  
101 COURT STREET  
JACKSON, MISSOURI 63755

**PROPERTY ADDRESS:** DONNA DRIVE RIGHT OF WAY,  
JACKSON, MISSOURI

**LEGAL DESCRIPTION OF PROPERTY:** SEE PAGE 4 OF DEED OF DEDICATION

**DEED OF DEDICATION**  
**DONNA DRIVE RIGHT OF WAY**  
**CITY OF JACKSON, MISSOURI**

**THIS DEED** made and entered into this 31 day of March, 2026, by and between **MAEVERS INVESTMENTS, LLC**, a Missouri Limited Liability Company, of the County of Cape Girardeau, State of Missouri, **Grantor**, and the **CITY OF JACKSON, MISSOURI**, a Municipal Corporation, **Grantee**.

Grantee's Mailing Address: 101 Court St., Jackson, MO 63755

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of Ten (10) Dollars and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents Dedicate, Remise, Release, and forever Quit-Claim unto the said Grantee the following described Lots, Tracts, or Parcels of Land, lying, being and situated in the County of Cape Girardeau, State of Missouri, to-wit:

SEE EXHIBIT A

Said right, privilege, permission and authority to enter on and upon said property above described and, as shown on Exhibit B attached hereto and made a part hereof, is irrevocable and is granted for the purpose of enabling the City of Jackson, Missouri, its agents and servants to install, lay, erect, construct, maintain, operate and repair any and all City utility services, to include, but not limited to, sanitary sewer lines, storm sewer lines, water lines, and electrical lines, which are to be placed in, on, upon or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, manholes, and appliances in connection therewith.

Further this shall grant permission and authority to construct, maintain, operate and repair any public roadway placed in, on, upon or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances and appliances in connection therewith.

**TO HAVE AND TO HOLD** the same, together with all rights, immunities, privileges, and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs and assigns, forever, so that neither the said Grantor nor its heirs, or any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and every one of them, shall, by these presents, be excluded and forever barred.



EXHIBIT A

THAT PART OF M.I. THIRD SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2018-05826 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, LABELED AS AN EXISTING 45 FOOT WIDE INGRESS EGRESS EASEMENT (DONNA DRIVE), ON SAID M.I. THIRD SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 2 OF SAID M.I. THIRD SUBDIVISION, BEING A POINT ON THE EAST RIGHT OF WAY LINE OF KIMBEL LANE; THENCE NORTH 07°11'30" EAST ALONG THE WEST LINE OF SAID M.I. THIRD SUBDIVISION, ALSO BEING SAID EAST RIGHT OF WAY LINE OF SAID KIMBEL LANE, 49.24 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF M.I. SUBDIVISION, AS RECORDED IN PLAT BOOK 21, PAGE 13 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY; THENCE LEAVING SAID LINE, SOUTH 58°51'51" EAST ALONG THE SOUTH LINE OF SAID LOT 3, 109.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE LEAVING SAID SOUTH LINE, NORTH 31°05'17" EAST ALONG THE EAST LINE OF SAID LOT 3, AND THE EXTENSION THEREOF, ALSO BEING THE WEST LINE OF SAID M.I. THIRD SUBDIVISION, 257.15 FEET TO THE NORTH LINE OF SAID SUBDIVISION, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF U.S. ROUTE 61, ALSO KNOWN AS JACKSON BOULEVARD; THENCE LEAVING SAID WEST LINE, SOUTH 58°58'23" EAST ALONG SAID NORTH LINE OF SAID M.I. THIRD SUBDIVISION, ALSO BEING SAID SOUTH RIGHT OF WAY LINE, 44.46 FEET TO THE NORTHWEST CORNER OF LOT 2 OF M.I. SECOND SUBDIVISION, AS RECORDED IN PLAT BOOK 24, PAGE 16 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE LEAVING SAID LINE, SOUTH 31°05'17" WEST ALONG THE WEST LINE OF SAID LOT 2, 133.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE LEAVING SAID WEST LINE, SOUTH 58°58'22" EAST ALONG THE SOUTH LINE OF SAID LOT 2, 0.54 FEET TO THE NORTHERNMOST CORNER OF LOT 2 OF SAID M.I. THIRD SUBDIVISION; THENCE LEAVING SAID SOUTH LINE, SOUTH 31°05'17" WEST ALONG THE WEST LINE OF SAID LOT 2, 168.25 FEET; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 58°51'51" WEST 134.93 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 0.41 ACRES, (18,022 SQUARE FEET), MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.





# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Janet Sanders, Director of Public Works

**DATE:** April 2, 2026

**RE:** Task Order 19-04 - Amendment #10 – Ridge Road Water Tower Engineering & Geotechnical Study

---

Attached you will find proposed Amendment #10 to Task Order 19-04 for Horner & Shifrin to provide engineering services for the design, bidding, and construction phase of the new Ridge Road Water Tower at a cost of \$219,804.00. This amendment also includes fees for a third-party geotechnical study of the property which is felt to be necessary due to our seismic zone and previous experience in tower construction that encountered karst topography.

Task Order 19-04 was originally established to cover the various phases of the Water Facility Plan Implementation Projects and has carried through seven years and a number of major water system improvement projects. No future projects are expected to be included under this task order.



THE POWER HOUSE AT UNION STATION • 401 S. 18<sup>th</sup> ST., STE. 400 • SAINT LOUIS, MISSOURI 63103-2296  
314-531-4321 • FAX 314-531-6966 • www.HornerShifrin.com

February 25, 2026

Mrs. Janet Sanders  
Public Works Director  
City of Jackson  
101 Court Street  
Jackson, MO 63755

**Re: Task Order Authorization No. 19-04 Increase in Expenditures  
to Provide Professional Engineering Services for The Water System Facility Plan  
Implementation Program – Phase 2 for the City of Jackson, MO  
Amendment No. 10 – Ridge Road Water Tank**

Dear Mrs. Sanders:

The Amendment No. 10 to the above Task Order Contract is requested to provide additional engineering services for the design, bidding, and construction phase services related to the design of the new Ridge Road Water Tank.

Based on the additional scope of work required for the Ridge Road Water Tank, with the detailed scope and fee detailed on Exhibit A attached, the additional fee request is as follows:

New Ridge Road Design, Bidding, and Construction Fee	\$240,300
Original Ridge Road Tank DBM fee remaining	<u>-\$20,496</u>
<b>Requested Amendment No. 10 fee</b>	<b>\$219,804</b>

Please note that included a fee of \$63,954 for Shannon & Wilson, Inc. to perform a geophysical survey to evaluate the potential of karst at the proposed tank site. This is being done since we encountered karst when the Hwy 61 North Tower was built, requiring the tower to be shifted on the site to avoid the karst area. Karst in the area is prevalent as seen at nearby quarries. This evaluation will not only identify the karst areas (if any) we need to avoid but also allow the geotechnical engineer to identify in more detail the site subsurface conditions which will result in a reduced foundation size for the tank, saving the city the cost of this investigation or more during tank construction.

The below summarizes the H&S design fee to date for the entire Water System Facility Plan Improvements project from inception in January 2016 to today:

Original Contract	\$346,800
Contract Amendment 1	\$ 60,100
Contract Amendment 2	\$233,173
Contract Amendment 3	\$ 9,540
Contract Amendment 4	\$ 79,600



Contract Amendment 5	\$ 31,900
Contract Amendment 6	\$ 85,900
Contract Amendment 7	\$ 2,800
Contract Amendment 8	\$ 30,600
Contract Amendment 9	\$ 500
<b>Contract Amendment 10</b>	<b>\$219,804</b>
Total Contract to Date	\$1,100,717

We appreciate the opportunity to continue to serve the City of Jackson under our existing task order agreement for engineering services. Please call me to discuss any questions regarding our proposed scope or fee proposal.

Respectfully Submitted,

James E. McCleish, P.E.  
Senior VP, Senior Fellow - Water

Lisa Fennewald, P.E.  
Project Manager

Enclosures

**CITY OF JACKSON, MISSOURI  
300,000 GALLON WATER STORAGE TANK AT RIDGE ROAD  
ENGINEERING FEE ESTIMATE**

Prepared By: LEFENNEWALD

Cost Center	Task No.	Task Description	Task M.H.	Task Cost	Labor Classification						
					Ziegler, William	Fennwald, Lisa	Visintine, Brian	Ritchason, Daniel	Gottschlich, Emma	Kuno, Todd	Pierce, Don
					WP02	WP03	WT01	WP07	WP13	BP05	BT04
<b>DESIGN BASIS MEMORANDUM</b>											
Water	1	Coordination with subconsultant (Shannon & Wilson, Inc.) to perform geophysical survey.	4	\$920		4					
Water	2	Review geophysical report and submit to City.	4	\$960	2	2					
Water	3	Teams meeting with City staff to review geophysical investigation findings.	2	\$460		2					
Water	4	Coordinated site topographic survey work with subconsultant (Strickland Engineering), including survey of I-55 tank foundation elevations.	6	\$1,270		4	2				
Water	5	Perform field reconnaissance for tank, main extension, and access road location and review SCADA modifications with the City.	6	\$1,380		6					
Water	6	Evaluate and confirm tank height to match I-55 tower overflow elevation, and confirm main size to tank with City.	4	\$810		2	2				
Water	7	Determine FAA requirements.	7	\$1,040		1			6		
Water	8	Compare Facility Plan tank size recommendation to 2025 demands to confirm tank size.	5	\$770		1			4		
Water	9	Prepare life cycle cost analysis of single pedestal versed multi-column elevated tank.	10	\$1,730		4			6		
Water	10	Review options for mixing to improve contact time and reduce water age and identify tank appurtenances.	10	\$1,540		2			8		
Water	11	Evaluate tank electrical needs and controls for tank operation.	4	\$720				4			
MEP			6	\$1,100						4	2
Water	12	Prepare Design Basis Memorandum (DBM) to summarize the above evaluation. The report will summarize previously prepared hydraulic analysis prepared under previous reports (20-Year Facility Plan Development) to demonstrate the need for additional system storage per MDNR requirements. Submit to City.	20	\$4,000		12	4		4		
Water	13	Conference call with City to review DBM comments.	2	\$460		2					
Water	14	Finalize DBM and submit to City.	2	\$460		2					
Water	15	Administer and manage project DBM tasks including QA/QC of work performed.	12	\$2,840	4	8					
		Subtotal	104	\$20,460	6	52	8	4	28	4	2
<b>DESIGN PHASE</b>											
Water	1	Coordinate geotechnical boring requirements and locations.	4	\$920		4					
Water	2	Coordinate survey of boring location and elevations.	6	\$1,190		4			2		
Water	3	Coordinate with tank manufacturers.	6	\$1,000		2			4		
Water	4	Develop 60% plans and submit draft plans to City for review	96	\$17,520		24	48	8	16		
MEP			24	\$3,760							8
Water	5	Prepare 60% contract documents and technical specifications to the City for review.	58	\$11,140		32		6	20		
MEP			20	\$3,240							8
Water	6	Meet with City and City's integrator to discuss SCADA requirements (Teams).	10	\$2,000		4		6			
Water	7	Meet with the City to review comments (Teams).	2	\$460		2					
Water	8	Finalize plans and specs to 95% completion and submit to City for review.	54	\$9,880		16	20	6	12		
MEP			10	\$1,620							4
Water	9	Teams call with City to review comments.	2	\$460		2					
Water	10	Prepare engineer's opinion of probable construction cost and submit to the City.	14	\$2,350		4	2		8		
MEP			4	\$840							4
Water	11	Incorporate final review comments from the City into the plans and specs.	10	\$1,700		2	4		4		
Water	12	Prepare and submit MDNR Construction Permit Application.	6	\$1,000		2			4		
Water	13	Address any MDNR comments and submit final plans and specs to City.	6	\$1,080		2	2		2		
Water	14	Administer and manage project Design Phase tasks including QA/QC of work performed.	16	\$3,840	8	8					
		Subtotal	348	\$64,000	8	108	76	26	72	24	34

**CITY OF JACKSON, MISSOURI  
300,000 GALLON WATER STORAGE TANK AT RIDGE ROAD  
ENGINEERING FEE ESTIMATE**

Prepared By: LEFENNEWALD

LABOR:					Labor Classification							
					Ziegler, William	Fennwald, Lisa	Visintine, Brian	Ritchason, Daniel	Gottschlich, Emma	Kuno, Todd	Pierce, Don	
Cost Center	Task No.	Task Description	Task M.H.	Task Cost	WP02	WP03	WT01	WP07	WP13	BPO5	BT04	
<b>BIDDING PHASE</b>												
Water	1	Post bid document to Quest for bidding and notify potential bidders.	6	\$1,000		2			4			
Water	2	Attend pre-bid meeting and prepare meeting minutes.	8	\$1,840		8						
Water	3	Address contractor's questions during bidding, including any Addendums.	30	\$5,430		12	6		12			
MEP			2	\$420						2		
Water	4	Review bids and makes recommendation to the City.	8	\$1,460		4			4			
Water	5	Prepare Notice of Award and Construction Agreement.	4	\$730		2			2			
Water	6	Administer and manage Bidding Phase tasks.	4	\$1,000	4							
Subtotal			62	\$11,880	4	28	6	0	22	2	0	
<b>CONSTRUCTION PHASE</b>												
Water	1	Prepare Notice to Proceed.	3	\$500		1			2			
Water	2	Prepare for and attend pre-construction meeting and prepare meeting minutes.	18	\$3,190		8			10			
Water	3	Review contractor-submitted shop drawing and other items (e.g., construction schedule, schedule of values).	28	\$5,100		12	4		12			
MEP			4	\$840							4	
Water	4	Evaluate/determine suitability of substitutions.	10	\$2,010		6	2		2			
Water	5	Review proposed schedule and schedule of values.	2	\$460		2						
Water	6	Respond to contractors questions and RFIs.	16	\$3,010	2	4	6		4			
MEP			4	\$840							4	
Water	7	Prepare Change Order requests, as appropriate.	12	\$2,250		4	4	2	2			
Water	8	Review and process contractor's payment request (assume 12).	12	\$2,190		6			6			
Water	9	Coordinate construction painting inspections.	4	\$920		4						
Water	10	Periodic site inspections and progress meeting (assume 6).	48	\$11,040		48						
Water	11	Conduct substantial completion walk through and issue punch list items.	16	\$2,920		8			8			
MEP			6	\$1,260							6	
Water	12	Assist District with project closeout. Coordinate completion of close-out forms with contractor (Substantial Completion, Lein Waivers, Warranty).	24	\$4,540		12	4		8			
Water	13	Administer and manage Construction Phase Tasks.	22	\$5,100	2	20						
Subtotal			229	\$46,170	4	135	14	8	54	14	0	
<b>TOTAL ESTIMATE MANHOURS</b>			743			22	323	104	38	176	44	36
<b>TOTAL ESTIMATED LABOR COSTS</b>				<b>\$142,510</b>								

**DESIGN EXPENSES:**

<u>Item</u>	<u>Unit</u>	<u>Total Cost</u>
Mileage:	2,200 miles	\$1,540
Survey Subconsultant (Strickland Engineering):	SAY	\$4,500
Geotechnical Subconsultant (Shannon & Wilson, Inc.):	-- SAY	\$63,954
Paint Inspection Subconsultant (CIS):	-- SAY	\$27,500
Misc. Reimbursable Expenses:	-- SAY	\$200
<b>ESTIMATED TOTAL REIMBURSIBLE EXPENSES:</b>		<b>\$97,694</b>
<b>MARK UP PERCENTAGE:</b>		<b>0%</b>
<b>ESTIMATED TOTAL EXPENSES:</b>		<b>\$97,694</b>
<b>TOTAL ESTIMATED NOT-TO EXCEED COST:</b>		<b>\$240,300</b>
<b>FEE REMAINING FROM ORIGINAL TANK DBM FEE:</b>		<b>(\$20,496)</b>
<b>TOTAL ESTIMATED ADDITIONAL NOT-TO EXCEED COST:</b>		<b>\$219,804</b>



March 17, 2026

Ms. Lisa Fennewald, P.E.  
Horner & Shifrin, Inc.  
401 S. 18th Street, Suite 400  
Saint Louis, Missouri 63103  
[lefennewald@hornershifrin.com](mailto:lefennewald@hornershifrin.com)

RE: PROPOSAL FOR GEOTECHNICAL SERVICES\_REVISION 1  
JACKSON WATER TOWER  
JACKSON, MISSOURI

Dear Ms. Fennewald:

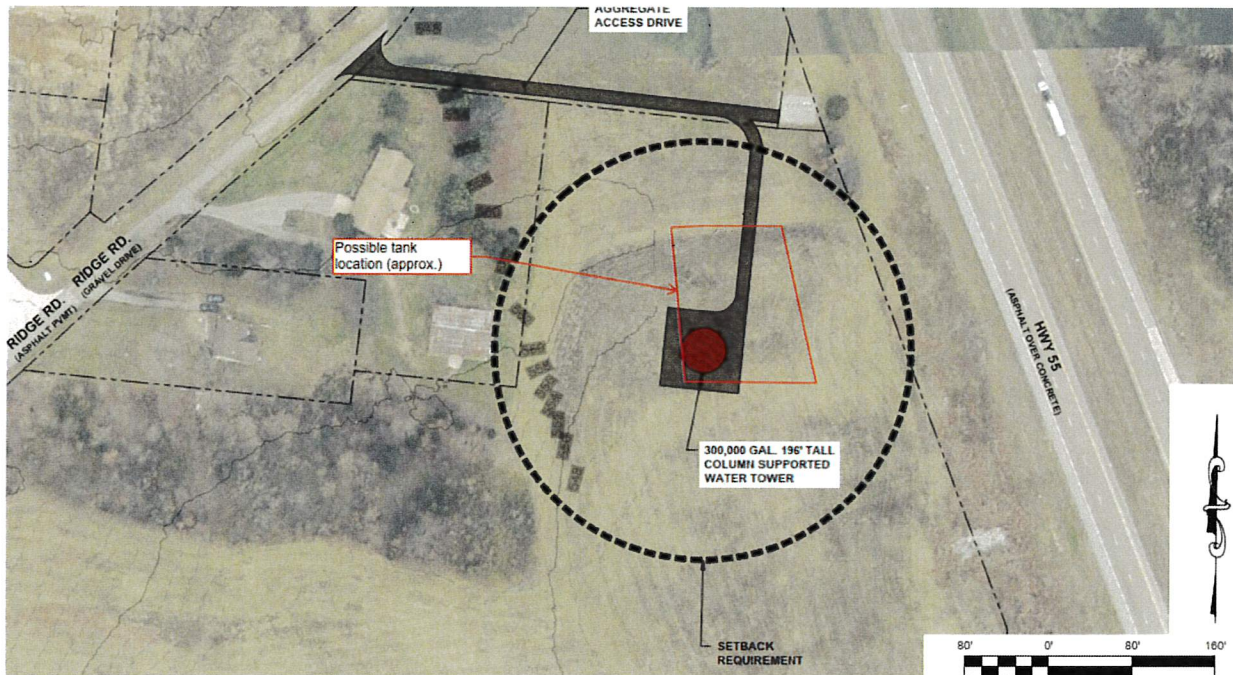
Shannon & Wilson is pleased to submit this revised geotechnical services proposal for the proposed water tower located between Ridge Road and Interstate 55 in Jackson, Missouri in response to your email request on March 11, 2026. We understand the City of Jackson desires only one geophysical method to evaluate the site for karst and anticipates three borings for the water tower, omitting the shallow borings originally proposed for the access road.

The purpose of our services for the project will be to provide geotechnical design and construction recommendations. Our services will include a geophysical survey, an exploration of the subsurface conditions at the site, laboratory testing of recovered soil and rock samples, engineering analysis of the subsurface conditions as they relate to the proposed construction, and preparation of a Geotechnical Report for the project. Our understanding of the project, scope of services, and associated fees are discussed in greater detail below.

## PROJECT AND SITE DESCRIPTION

The project is located on the east side of Jackson, Missouri between Ridge Road and Interstate 55 as shown in Exhibit 1. Our understanding of the project and site development is based on the drawing titled "Site Plan, Ridge Road Water Tower", dated August 22, 2024, and our email and phone correspondence on February 19, 2026. We understand that the project consists of a new elevated spheroid water tank, 196 feet tall, with a 300,000-gallon capacity for the City of Jackson. Structural loads were not provided, but we assume they will be provided by the tank manufacturer at a later date. Site grading details were not available at the time of this proposal, but based on the topography of the general area, we anticipate shallow cuts/fills.

Based on a review of the project area on GoogleEarth™, the proposed area of the water tower consists of a generally level, grass covered area devoid of structures. The northern portion of the parcel is approximately 15 feet higher in elevation than the possible tank location identified in Exhibit 1. The site slopes downward several feet in elevation moving east toward Interstate 55 and is grass covered. We understand the “setback requirement” from adjacent roads and structures is equivalent to the tower height.



**Exhibit 1: Approximate Tank Location**

## SCOPE OF WORK

Our scope of work will include a subsurface investigation of the site as described in the following sections.

### Geophysical Survey

We understand Horner & Shifrin has encountered karst at another project located about 1.5 miles to the east of the site and wishes to include a geophysical survey to evaluate the potential for karst in the geotechnical investigation. The Electrical Resistivity Tomography (ERT) geophysical method will be used to investigate for the presence of karst and is described in the following section. We understand there is some flexibility in where the tank can be positioned at the site, as shown in

Exhibit 1. This area will be evaluated using ERT prior to the drilling of exploratory borings. The advantage of geophysics is that it can provide subsurface information over a large area rather than at a just a specific point, such as in an exploratory boring. The survey lines may need to cross into adjacent properties to reach the target depth within the proposed area of the water tank. End coordinates of geophysical survey lines will be collected with a sub-meter GPS unit and mapped on a site plan. Exploratory borings, as described later in this proposal, will also be required in order to ground truth the geophysical data and to perform in-situ testing and sampling.

The geophysical survey will be conducted by a geophysical subcontractor. You should be aware that investigating potential karst features is extremely difficult and no method can definitively identify existing karst or rule out the potential for future karst development.

### Electrical Resistivity Tomography (ERT)

The evaluation will include the performance of a high-resolution multi-electrode electrical resistivity tomography (Sting-ERT) traverses crossing portions of the study area in two opposite directions. The Sting-ERT data will be collected with an AGI Super Sting R8 resistivity meter and 56 electrodes, and processed using EarthImager™, V2.1.7, a two-dimensional resistivity inversion software program. Each Sting-ERT traverse will be approximately 440 feet in length and will be designed to resolve subsurface Sting-ERT resistivity data up to approximately 88 to 146 feet below the ground surface, using an electrode spacing of about 4 feet in a dipole-dipole strong gradient survey mode.

### Subsurface Exploration

We will discuss the results of the geophysical survey with you to evaluate the suitability of the site, preferred tank location, and exploratory boring program. For budgeting purposes, we assumed 3 days of drilling in this proposal that would cover tank foundation exploratory borings and karst exploration as applicable. We may recommend additional subsurface exploration following the results of the ERT survey and findings in the 3 planned borings at the selected tank location. We agree to not exceed three days of drilling effort without your approval. The actual boring locations and sampling will be tailored to the subsurface conditions interpreted from the geophysical survey. The specifics of the exploratory boring program (total number of borings, depth, sampling, etc.) will be provided following our discussion of the geophysical survey results.

We will engage a drilling subcontractor with local experience to complete the borings. Drilling will be accomplished using a rotary drill mounted on a rough-terrain or track mounted rig. Drilling and sampling will be performed in general conformance to current American Society for Testing and

Materials (ASTM) standards. As required by law, our drilling subcontractor will make the utility locate request from the Missouri one-call system for clearance of underground utilities.

Groundwater measurements will be performed during drilling. As site conditions permit, borings will be left open allowing time for a subsequent groundwater measurement prior to backfilling with auger cuttings at the end of the working day. Excess cuttings will be mounded over borings to accommodate future backfill settlement that may occur.

An experienced Shannon & Wilson geologist or engineer will provide full-time quality control during the subsurface exploration. Our field representative will also reconnoiter the site; locate explorations based on site features; select sample location and frequency; inspect recovered samples; preserve portions of collected samples for laboratory testing; and prepare descriptive logs of the observed conditions.

**We emphasize the importance of providing a full-time geologist or engineer during exploration. Variable subsurface conditions that warrant modification to the planned exploration program are frequently encountered. These conditions cannot be identified and addressed during exploration without the full-time observation of a qualified geologist or engineer.**

## Laboratory Testing

The laboratory testing program will be determined as part of the subsurface exploration plan development (following the geophysical survey). Our estimated fee is provided in Table 3 for budgeting purposes and can better define the laboratory test fee once the subsurface exploration plan has been developed.

## Engineering Analysis, Design Recommendations, and Report

Data generated during the subsurface exploration and laboratory testing will be analyzed by a geotechnical engineer to develop geotechnical design and construction recommendations based upon our understanding of the proposed project. Our conclusions and recommendations along with a summary of our observations including exploration logs, laboratory test results and associated figures will be assembled into a formal report.

The Geotechnical Report along with associated calculations and analysis will be reviewed for technical soundness by a senior level, registered professional engineer specializing in geotechnical engineering and by an Associate or higher member of the firm for quality control. The completed report will be signed and sealed by a professional engineer registered in Missouri. The

Geotechnical Report will address the items listed below in Table 1. We may also discuss other geotechnical design or construction concerns that we identify during our work.

**Table 1: Geotechnical Report Items**

Item
A description of the proposed project and site.
Geophysical survey results.
A discussion of karst risk at the site.
Exploration logs profiling soil type, test results and other subsurface observations.
Laboratory test results not reported on exploration logs.
A summary of soil, rock and groundwater conditions observed in the explorations.
Either shallow or deep foundation design parameters depending on the encountered subsurface conditions.
Recommendations for water tower foundation system including bearing pressure, adhesion, friction, and/or uplift design values (as applicable).
Recommended LPILE parameters for deep foundations (as applicable).
Potential for building settlement including estimated magnitude of total and differential settlements.
Potential for excessive shrink or swell of foundation soils, along with recommendations for remediation of the potential.
Seismic site classification in accordance with IBC criteria including Ss and S1 parameters.
Potential for liquefaction of site soils.
Design and/or construction recommendations for pavements (pavement design not included unless noted elsewhere).
Sub-drainage recommendations for pavements.
Suitability of on-site soils for use as fill and backfill for embankments, structures, and pavements.
Recommendations for soil compaction and handling including compaction requirements for embankments, structures, and pavements.
A discussion of temporary excavation and protection requirements such as sheeting, shoring, slopes, and underpinning.
General recommendations for construction of permanent cut and fill slopes (global stability analysis of slopes is not included unless noted elsewhere).
Potential frost penetration depth and mitigation.
Potential for rock excavation in excavations within the exploration limits.

## MEETINGS AND CONSULTATION

We have included time for meetings during the design of the project. We have assumed two virtual meetings, one to discuss the results of the geophysical survey and proposed subsurface exploration program, and another to discuss the final geotechnical report, with a total of 3 hours budgeted.

## CONSTRUCTION MONITORING SERVICES

As noted in the attached “Important Information About Your Geotechnical/Environmental Proposal”, retaining the geotechnical consultant during the construction phase of the project is important to quickly evaluate unanticipated conditions and to recommend alternative solutions to problems.

Construction monitoring services are not included in this proposal although we are available to provide these services pertaining to geotechnical aspects of the project. This typically includes the observation and testing of earthwork; foundation excavation and installation; subgrade and base for slabs-on-grade; pavement subgrade, base course, and surface courses; concrete; steel; and engineering consultation to resolve geotechnical construction issues.

## SCHEDULE

In general, we are prepared to begin fieldwork within 1 to 2 weeks after notice to proceed, weather and site conditions permitting and dependent upon the schedule of our geophysical subcontractor. The geophysical report will be completed within about 2 to 3 weeks after completion of the field work. We will meet to discuss the results of the geophysical survey within about 1 week after we’ve received the report. We anticipate drilling could occur within 1 to 3 weeks after the meeting, depending on the weather and availability of our drilling subcontractor. Drilling is scheduled to take 3 days in this proposal. Our Geotechnical Report will be submitted within about 2 to 3 weeks after completion of the subsurface exploration. Upon request, we will provide preliminary design information as it becomes available during our analysis. The schedule and dates can be better defined once notice to proceed has been provided.

## ASSUMPTIONS

We have prepared this scope of work, schedule, and cost estimate based on the assumptions listed below in Table 2. If any of these assumptions are in error or change, then changes to our scope, schedule and/or fee may be required.

**Table 2: Assumptions**

Assumption
The survey lines may need to cross into adjacent properties to reach the target depth within the proposed area of the water tank. If required, we assume you will acquire permission from adjacent property owners as applicable for our geophysical survey.
We anticipate that the boring locations are accessible with an ATV-mounted drill rig based on our Google Earth™ review, unless otherwise noted in the proposal.
You will procure authorization to access the site.
We assume that you will provide GPS coordinates, provide general staking, or provide drawings which will facilitate geophysical survey and boring layout and provide an elevation reference for explorations.
This proposal does not include the identification of privately-owned site utilities such as electrical feeds to streetlights, irrigation lines, water and sewer service lines, etc. that may be present within the area of the borings. We suggest that you verify the existing site drawings to confirm if there are any privately-owned site utilities with the owner.
Depending on the subsurface conditions encountered in the borings, mud rotary drilling techniques may be required to complete the exploration. We expect that the City of Jackson, MO will provide water if needed for mud rotary drilling and/or for rock coring.
The proposal includes 3 days for drilling. The actual drilling scope will be discussed with you and determined following completion of the geophysical survey.
Excess cuttings will be mounded over boreholes to accommodate future backfill settlement that may occur.
Environmental contamination will not be encountered in any boring. You would be notified immediately of any boring that encounters apparent contamination and all drilling will stop pending further instruction. Costs associated with additional field labor, storage and handling of suspect auger cuttings, and disposal costs, if requested, are not included in this proposal.

## CONTRACT AGREEMENT

Due to the current uncertainty with karst at the site, the subsurface exploration (drilling and lab scope) will be refined and require your approval following our meeting to discuss the results of the geophysical survey.

We will provide the services as described above, and as authorized by you, on a unit price basis in accordance with the attached Standard Rate Schedule. We have estimated the total fee for our services to be Sixty-Three Thousand Nine Hundred and Fifty-Four Dollars (\$63,954) as shown in Table 3. We anticipate the estimated fee shown below is representative of generally ideal subsurface conditions. The actual fee may differ but should not exceed an upper-bound value of about \$79,000, should additional drilling beyond three days and additional analysis be required.

Our approach, scope of work, schedule, and price contained in this proposal will be provided in accordance with the terms and conditions contained within the Master Services Agreement (MSA) between Shannon & Wilson and Horner & Shifrin dated April 29, 2021.

**Table 3: Estimated Fee for Budgeting Purposes<sup>1</sup>**

Description	Fee
Geophysical Survey and Report <sup>2</sup>	\$25,341
Drilling <sup>3</sup>	\$19,168
Lab Testing	\$7,190
Geotechnical Report	\$12,255
<b>Total</b>	<b>\$63,954</b>

NOTES

- 1 Estimated fee assuming 3 days of drilling and ERT geophysical survey.
- 2 Geophysics to be completed prior to subsurface exploration.
- 3 Drilling and lab scope will be refined following geophysical survey.

We have attached to this proposal a document titled, “Important Information About Your Geotechnical/Environmental Proposal.” Please read it carefully so that you understand what our services can and cannot do for you.

## OUR SERVICE PROMISE TO YOU

Shannon & Wilson is dedicated to helping your project succeed and to making your experience with us a positive one. Our hope is that, if you enjoy working with us on this project, you will use our services on your next project! To that end, we want you to be completely satisfied with our performance, our personnel, and our project documentation.

We encourage you to discuss any discrepancies between our service and your expectations with me. If you feel that we are not delivering on our promise of quality service, we encourage you to take your concerns straight to our Saint Louis Office Manager, Pat Kinsella. Pat’s direct number is (314) 564-8113. Your project is important to us and we want to deliver our services to your full satisfaction.

## CLOSURE

If you have questions regarding this proposal or desire to modify the scope of work, please contact me at 314-502-6353 or [dale.miller@shanwil.com](mailto:dale.miller@shanwil.com). If this proposal meets with your approval, please sign in the space provided below and return one signed copy of this letter, which will serve as your authorization to proceed with the stated work.

Please note that we are available to discuss other services offered by our Saint Louis office including environmental engineering and construction monitoring services for further support of

Ms. Lisa Fennewald, P.E.  
Horner & Shifrin, Inc.  
March 17, 2026  
Page 9 of 10



this project. We appreciate your consideration of Shannon & Wilson for your project and your continued confidence in our firm.

Sincerely,

SHANNON & WILSON

A handwritten signature in black ink that reads 'Dale Miller'.

Dale P. Miller  
Senior Geotechnical Engineer

DPM:TJA/tad

Enc. Important Information About Your Geotechnical/Environmental Proposal

Ms. Lisa Fennewald, P.E.  
Horner & Shifrin, Inc.  
March 17, 2026  
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**I accept the above proposal and authorize the stated work to proceed.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-mail Address

**Direct Correspondence to**

**Please Direct Billings to**

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City, State, & Zip

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Billing Reference  
(Project Name, PO, or other identification)

## Important Information

### About Your Geotechnical/Environmental Proposal

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

#### HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

#### DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design that should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

#### READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

#### HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant

IMPORTANT INFORMATION

to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

**OBTAIN CONSTRUCTION MONITORING SERVICES.**

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, conduct additional tests if required, and when necessary, recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

**REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.**

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

**ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.**

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

**RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.**

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

**The preceding paragraphs are based on information provided by the ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland**