



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, February 06, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of January 17, 2023.

FINANCIAL AFFAIRS

3. Motion approving the semimonthly bills.

ACTION ITEMS

Power, Light, and Water Committee

4. Motion amending the 2022 City of Jackson Annual Budget, relative to funds exceeding their 2022 appropriations.
5. Bill proposing an Ordinance amending the 2023 City of Jackson Annual Budget.
6. Motion approving the Mayor's appointment of Nels Bergmark to the University of Missouri Extension Office Council.
7. Motion approving the hourly service rates for the year 2023, under an existing contract agreement with Townsend Tree Service Company, LLC, of Muncie, Indiana, relative to the Tree Trimming for Electrical Transmission and Distribution Line Clearances Program.
8. Motion submitting a bid in the amount of \$13,500.00, to Macon Municipal Utilities, of Macon, Missouri, relative to the Removal of Worthington Generator Engine Parts.
9. Bill proposing an Ordinance approving an Indemnification and Hold Harmless Agreement with Macon Municipal Utilities, relative to the Removal of Worthington Generator Engine Parts.
10. Motion accepting the proposal of IDS, Inc., of Carrollton, Missouri, for overall expenses not to exceed the amount of \$25,000.00, relative to providing services under the Removal of Worthington Generator Engine Parts.

- [11.](#) Bill proposing an Ordinance authorizing a contractual agreement with IDS, Inc., of Carrollton, Missouri, relative to providing services under the Removal of Worthington Generator Engine Parts.

Street, Sewer, and Cemetery Committee

- [12.](#) Motion approving Change Order No. 1, in the amount of \$2,503.50, to SAK Construction, LLC, of O'Fallon, Missouri, relative to the 2022 Sanitary Sewer Lining Program.
- [13.](#) Motion approving Task Order Authorization No. 23-02, in the amount of \$6,000.00, to Blakely and Associates Consulting Engineers, Inc., of Chillicothe, Missouri, relative to providing engineering services under the Instrumentation and Integration Design Work at the Wastewater Treatment Plant.
- [14.](#) Motion approving Task Order Authorization No. 23-03, in the amount of \$34,800.00, to Koehler Engineering & Land Surveying, Inc., of Cape Girardeau, relative to providing engineering design phase services under the Sunset Drive Bridge Replacement Project.
- [15.](#) Motion accepting the proposal of ArcaSearch Missouri LLC, of Saint Cloud, Minnesota, in the amount of \$34,787.00, relative to providing services under the City Archive Preservation Project.
- [16.](#) Bill proposing an Ordinance authorizing a contractual agreement with ArcaSearch Missouri LLC, relative to the City Archive Preservation Project.
- [17.](#) Bill proposing an Ordinance extending the length of a Special Use Permit for two oversized 75 sq. ft. attached signs at 2502 East Jackson Boulevard, as submitted by Aldi, Inc., to commence construction by July 31, 2023 and to complete construction by February 6, 2025.
- [18.](#) Bill proposing an Ordinance accepting the dedication of a Sanitary Sewer Easement Deed from The Jerry J. and Linda K. Jansen Revocable Trust Dated October 16, 2018, relative to the South Old Orchard Road Lateral Sewer Project.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

19. Report by Mayor
20. Reports by Board Members
21. Report by City Attorney
22. Report by City Administrator
23. 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 02/03/2023 at 04:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 17, 2023 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, David Reiminger, Paul Sander, Tommy Kimbel, Katy Liley, David Hitt, 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)
 January 3, 2023, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Tuesday, January 3, 2023. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of January,)
 2023)

Now is presented the Semimonthly Bills Report, in the various funds for the month of January, 2023. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the Semimonthly Bills in the various funds for January, 2023. Ayes-8; Nays-0; Absent-0.

Motion to Approve the City Collector's)
 Electric, Water & Sewer, Taxes &)
 Licenses, and Refuse Report for)
 December, 2022)

Motion made by Alderwoman Young, seconded by Alderman Kimbel, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for December, 2022. Ayes-8; Nays-0; Absent-0.



CITY OF JACKSON


MAYOR & BOARD OF ALDERMEN REGULAR MEETING

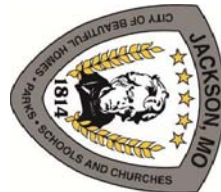
Tuesday, January 17, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

CITY COLLECTOR'S REPORT FOR DECEMBER 2022

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges	966,912.21	237,199.16	185,631.82	56,603.89	-	1,446,347.08
Penalties	4,764.50	1,353.70	1,047.23	286.14	-	7,451.57
Sales Tax	33,496.85	7,253.35	-	-	-	40,750.20
Disconnect Fees	881.74	-	-	-	-	881.74
Returned Transaction Fees	360.00	-	-	-	-	360.00
Customer Relocation Fees	-	-	-	-	225.00	225.00
Trash Stickers	-	-	-	2,321.00	-	2,321.00
UTILITY COLLECTIONS	1,006,415.30	245,806.21	186,679.05	59,211.03	225.00	1,498,336.59
Adjustments - Services	-	-	-	-	-	-
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,006,415.30	245,806.21	186,679.05	59,211.03	225.00	1,498,336.59
Business/Contractor Licenses	-	-	-	-	8,375.00	8,375.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	8,375.00	8,375.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	100.92
Cash in bank	-	-	-	-	-	1,506,812.51
Missouri Sales Tax payment	(33,496.85)	(7,253.35)	-	-	-	(40,750.20)
TO CITY TREASURER					\$	1,466,062.31
Respectfully Submitted,						
						
City Collector						



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING


Tuesday, January 17, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve City Collector's 2022)
Electric, Water, Sewer, Taxes &)
Licenses and Refuse Annual Report)

Motion made by Alderman Kimbel, seconded by Alderman Seabaugh, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses and Refuse Annual Report for 2022. Ayes-8; Nays-0; Absent-0.

COLLECTOR'S REPORT FOR 2022						
DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges	15,832,062.37	3,009,412.87	2,364,023.91	683,326.88	-	21,888,826.03
Late Fees	83,899.14	16,975.76	13,489.98	3,634.02	-	117,998.90
Sales Tax	501,675.49	91,560.55	-	-	-	593,236.04
Connection Fees	17,082.33	-	-	-	-	17,082.33
Returned Transaction Fees	3,660.00	-	-	-	-	3,660.00
Customer Relocation Fees	-	-	-	-	3,250.00	3,250.00
Trash Stickers	-	-	-	16,535.00	-	16,535.00
UTILITY COLLECTIONS	16,438,379.33	3,117,949.18	2,377,513.89	703,495.90	3,250.00	22,640,588.30
Transfer to Deposit Acct. - Refund	(27.08)	-	-	-	-	(27.08)
NET UTILITY COLLECTIONS	16,438,379.33	3,117,949.18	2,377,513.89	703,495.90	3,250.00	22,640,561.22
Business / Contractor License	-	-	-	-	27,967.50	27,967.50
Event Charges / Misc.	2,625.00	-	-	-	-	2,625.00
NON-UTILITY COLLECTIONS	2,625.00	-	-	-	27,967.50	30,592.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Funds	-	-	-	-	-	174.69
Cash in Bank	-	-	-	-	-	22,671,328.41
Missouri Sales Tax Payment	(501,675.49)	(91,560.55)	-	-	-	(593,236.04)
Money Due to City Treasurer					\$	22,078,092.37
Respectfully Submitted,						
						
City Collector						



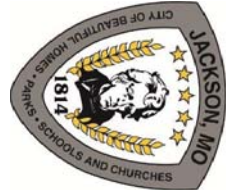
CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 17, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve the December, 2022)
 City Clerk's and Treasurer's Reports)

Motion made by Alderman Kimbel, seconded by Alderman Seabaugh, to approve the City Clerk's and City Treasurer's Reports for December, 2022. The City Clerk's Report is as follows: Electric Receipts – \$1,945.47; Cemetery Receipts – \$11,650.00; Water Receipts – \$0.00; Wastewater Receipts – \$0.00; General Revenue Receipts – \$20,587.14; Inmate Security Fund – \$0.00; Park Receipts – \$210.00; Trust & Agency Receipts – \$0.00; Park Foundation Receipts – \$0.00; Recreational Development Receipts – \$0.00; Landfill Receipts – \$640.30; Recreation Sales Tax Receipts – \$8,630.75; Health Insurance - \$1,177.00; Stormwater Maintenance Receipts – \$2.56; and Transportation Sales Tax Receipts – \$1,282.50. The Water & Light Deposit balance as of December 1, 2022 – \$279,904.53; Deposits - \$16,930.17; Refunds - \$15,563.81; balance as of December 31, 2022 – \$281,270.89. Ayes-8; Nays-0; Absent-0.



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 17, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

CITY TREASURER'S REPORT FOR DECEMBER, 2022							
FUND	FUND BALANCES 12-01-2022	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 12-31-2022	INVESTMENTS	CASH BALANCE 12-31-2022
ELECTRIC FUND							
Operation & Maintenance	-	997,138.01	139,454.77	1,136,592.78	-	-	-
Electric Surplus	5,096,436.38	-	(131,469.58)	25,958.06	4,939,008.74	3,930,168.39	1,008,840.35
Electric Capital Projects Fund	7,337,080.89	-	-	107,359.50	7,229,721.39	7,112,000.00	117,721.39
General Revenue	1,240,725.39	935,607.04	426,607.18	539,451.69	2,063,487.92	1,050,000.00	1,013,487.92
Landfill Fund	455,145.24	59,855.44	(8,136.91)	49,978.62	456,885.15	245,000.00	211,885.15
City Park Fund	26,830.47	192,446.48	(9,321.77)	31,419.69	178,535.49	-	178,535.49
Public Park Foundation Fund	117,819.77	-	-	-	117,819.77	-	117,819.77
Cemetery Fund	818,060.62	127,955.22	(5,118.80)	11,829.45	929,067.59	299,000.00	630,067.59
Band Fund	-	116,305.22	-	116,305.22	-	-	-
Stormwater Maintenance Fund	282,537.78	2.56	-	-	282,540.34	61,000.00	221,540.34
ARPA Fund	2,909,486.02	5.34	-	28,645.00	2,880,846.36	1,278,210.59	1,602,635.77
Road Use Tax Fund	918,956.58	63,327.26	(19,166.66)	-	963,117.18	850,000.00	113,117.18
Sales Tax Fund	3,809,735.21	247,890.94	(945.00)	11,184.35	4,045,496.80	2,443,475.31	1,602,021.49
Fire Protection Sales Tax Fund	114,359.56	58,554.04	(169,580.60)	-	3,333.00	-	3,333.00
Recreation Sales Tax	178,328.68	67,184.80	(6,303.99)	20,663.76	218,545.73	-	218,545.73
Public Safety Sales Tax	222,935.34	117,107.76	(339,043.10)	-	1,000.00	-	1,000.00
Trust and Agency Fund	1,023,362.00	13,880.47	11,018.08	43,692.52	1,004,568.03	720,000.00	284,568.03
Recreational Development	37,485.68	-	(275.71)	709.26	36,500.71	-	36,500.71
Transportation Sales Tax	1,925,497.57	274,234.04	(234,036.16)	523,927.19	1,441,768.26	1,423,000.00	18,768.26
I-55 Corridor Special Alloc.	697.20	-	-	-	697.20	-	697.20
Capital Projects Construction	-	-	-	-	-	-	-
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	665,952.47	11,523.00	142,667.04	177,486.43	642,656.08	-	642,656.08
Inmate Security Fund	15,377.62	104.00	-	-	15,481.62	-	15,481.62
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	238,859.50	(149,802.50)	89,057.00	-	-	-
Water Replacement	722,146.47	-	-	-	722,146.47	715,000.00	7,146.47
Water & Sewer Revenue Bond	131,361.76	-	-	102,551.50	28,810.26	-	28,810.26
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	9,610,259.40	-	269,910.13	37,834.00	9,842,335.53	9,306,555.38	535,780.15
Wastewater Operation & Maint.	-	186,694.09	(150,492.58)	36,201.51	-	-	-
Wastewater Replacement	1,107,364.99	-	-	12,996.25	1,094,368.74	1,089,907.52	4,461.22
W & S Construction Fund	1,208,753.95	-	234,036.16	519,945.72	922,844.39	200,000.00	722,844.39
TOTALS	40,090,314.11	3,708,675.21	-	3,623,789.50	40,175,199.82	30,833,317.19	9,341,882.63
Respectfully Submitted,					Cash on Hand		1,475.00
					General Account		7,870,728.25
					Collectors Account		1,466,062.31
					Equitable Sharing Fund		3,617.07
Liza Walker, City Clerk/Treasurer (signed)					TOTAL		9,341,882.63



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 17, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve the Semi-Annual)
Financial Statement Ending December)
31, 2022)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve the Semi-Annual Financial Statement ending December 31, 2022. Ayes-8; Nays-0; Absent-0.

CITY OF JACKSON, MISSOURI - SEMI-ANNUAL FINANCIAL STATEMENT FOR THE PERIOD OF <u>JULY 1, 2022, TO DECEMBER 31, 2022</u>					
	FUND BALANCES 07-01-2022	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 12-31-2022
ELECTRIC FUND					
Operation & Maintenance	-	7,119,865.83	198,925.44	7,318,791.27	-
Electric Reserve Fund	-	-	-	-	-
Electric Surplus Fund	3,799,427.79	1,587,538.30	(131,469.58)	316,487.77	4,939,008.74
Capital Projects Fund	7,456,672.39	-	-	226,951.00	7,229,721.39
General Revenue	3,766,021.87	1,206,437.79	817,500.02	3,726,471.76	2,063,487.92
Landfill Fund	488,979.66	393,878.89	(48,654.70)	377,318.70	456,885.15
City Park Fund	213,959.48	201,078.92	(25,210.74)	211,292.17	178,535.49
Public Park Foundation Fund	142,648.77	7,122.00	-	31,951.00	117,819.77
Cemetery Fund	862,575.47	176,479.32	(34,497.10)	75,490.10	929,067.59
Band Fund	-	118,634.11	-	118,634.11	-
Stormwater Fund	280,480.54	2,059.80	-	-	282,540.34
ARPA Fund	1,402,269.16	1,511,288.70	-	32,711.50	2,880,846.36
Road Use Fund	1,138,904.66	351,448.17	(114,999.96)	412,235.69	963,117.18
Sales Tax Fund	2,885,402.88	1,484,431.64	(298,404.59)	25,933.13	4,045,496.80
Fire Protection Sales Tax Fund	3,333.00	349,309.32	(349,309.32)	-	3,333.00
Recreation Sales Tax Fund	894.14	395,811.01	(56,447.49)	121,711.93	218,545.73
Public Safety Sales Tax	1,000.00	698,438.31	(698,438.31)	-	1,000.00
Trust and Agency Fund	997,959.46	123,032.04	113,404.30	229,827.77	1,004,568.03
Recreational Development	109,884.22	29,364.00	(17,183.26)	85,564.25	36,500.71
Transportation Sales Tax	2,194,456.61	865,104.71	(234,036.16)	1,383,756.90	1,441,768.26
I-55 Corridor Special Allocation	619.70	77.50	-	-	697.20
Capital Projects Construction Fund	-	-	-	-	-
CDBG Grant Fund	-	-	-	-	-
Health Insurance Fund	750,256.98	68,773.10	878,480.86	1,054,854.86	642,656.08
Inmate Security Fund	14,699.12	782.50	-	-	15,481.62
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07
WATER & SEWER FUND					
Water Operation & Maintenance	-	827,895.84	(265,668.94)	562,226.90	-
Water Replacement	716,475.57	21,060.50	(15,389.60)	-	722,146.47
Water & Sewer Revenue Bond	22,582.77	427,901.44	-	421,673.95	28,810.26
Water & Sewer Deprec. Reserve	30,000.00	-	-	-	30,000.00
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00
Water & Sewer Surplus	9,607,892.46	1,084,106.11	285,299.73	1,134,962.77	9,842,335.53
Wastewater Operation & Maint.	-	498,373.74	(237,936.76)	260,436.98	-
Wastewater Replacement Acct.	1,113,253.35	-	-	18,884.61	1,094,368.74
Water & Sewer Construction	1,584,465.55	419.07	234,036.16	896,076.39	922,844.39
	39,668,732.67	19,550,712.66	-	19,044,245.51	40,175,199.82
OUTSTANDING INDEBTEDNESS:					
Waterworks & Sewerage-2016	2,450,000.00		Cash on Hand		1,475.00
Lease/Purchase Series 2015	300,000.00		General Account		38,704,045.44
Waterworks & Sewerage-COPS 2013	685,000.00		Collector's Account		1,466,062.31
Waterworks & Sewerage-2019	2,970,000.00		Equitable Sharing Fund		3,617.07
	6,405,000.00				
			TOTAL		40,175,199.82

I, Liza Walker, City Clerk and Treasurer of the City of Jackson, Missouri, do hereby certify that the above statement of receipts and disbursements of the various funds of the said City of Jackson, Missouri, for the six month period ending December 31, 2022, and the financial conditions thereof on said date are true and correct as shown by the records of said City.
IN WITNESS THEREOF, I have unto set my hand affixed the seal of the City of Jackson, Missouri, this 9th day of January, 2023. Respectfully submitted, Liza Walker (signed) City Clerk/Treasurer



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 17, 2023 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve Change Order No. 2)
 to Power Line Consultants, LLC of)
 Farmington, Missouri, relative to the)
 Wedekind 73 Pole Replacement Project)

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to approve Change Order No. 2 to Power Line Consultants, LLC, of Farmington, Missouri, relative to the Wedekind 73 Pole Replacement Project. Ayes-8; Nays-0; Absent-0.

Motion to Accept the Bid of Robinson)
 Industrial, Heavy and Commercial)
 Contracting, Inc. dba RIHC Contracting,)
 of Perryville, Missouri, relative to the)
 Jackson Water Plant Improvements –)
 Phase 2, Project 2D)

Motion made by Alderman Reiminger, seconded by Alderman Sander, to accept the bid of Robinson Industrial, Heavy and Commercial Contracting, Inc. dba RIHC, Contracting, of Perryville, Missouri, in the amount of \$1,269,000.00, relative to the Jackson Water Plant Improvements – Phase 2, Project 2D. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-05 Re: To Approve a)
 Contractual Agreement with Robinson)
 Industrial, Heavy and Commercial)
 Contracting, Inc. dba RIHC Contracting,)
 of Perryville, Missouri, relative to the)
 Jackson Water Plant Improvements –)
 Phase 2, Project 2D)

The matter of approving a contractual agreement with Robinson Industrial, Heavy and Commercial, Inc. dba RIHC Contracting, of Perryville, Missouri, relative to the Jackson Water Plant Improvements – Phase 2, Project 2D, came on for consideration. Alderman Reiminger introduced Bill No. 23-05, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND ROBINSON INDUSTRIAL, HEAVY & COMMERCIAL CONTRACTING, INC. DBA RIHC CONTRACTING, OF PERRYVILLE, MISSOURI, RELATIVE TO THE JACKSON WATER PLANT IMPROVEMENTS – PHASE 2, PROJECT 2D; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 23-05 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 Seabaugh, Bill No. 23-05 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. 23-05 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Kimbel-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; and Alderman Sander-aye.

BILL NO. 23-05

ORDINANCE NO. 23-05



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 17, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *ROBINSON INDUSTRIAL, HEAVY & COMMERCIAL CONTRACTING, INC. DBA RIHC CONTRACTING, OF PERRYVILLE, MISSOURI*, RELATIVE TO THE *JACKSON WATER PLANT IMPROVEMENTS – PHASE 2, PROJECT 2D*; 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 **Robinson Industrial, Heavy & Commercial Contracting, Inc. dba RIHC Contracting, of Perryville, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

FIRST READING: January 17, 2023.

SECOND READING: January 17, 2023.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 17, 2023 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

PASSED AND APPROVED this 17th day of January, 2023, 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

Ordinance No. 23-06 Re: To Authorize a)
 Contractual Agreement with Semo)
 REDI, of Cape Girardeau, Missouri,)
 Relative to the Solicitation of Business,)
 Industry, and Commerce)

The matter of authorizing a contractual agreement with Semo REDI, of Cape Girardeau, Missouri, relative to the solicitation of business, industry, and commerce came on for consideration. Alderwoman Liley introduced Bill No. 23-06, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND SEMO REDI, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE SOLICITATION OF BUSINESS, INDUSTRY, AND COMMERCE; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-06 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 Alderman Baker, Bill No. 23-06 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. 23-06 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderman Kimbel-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderman Hitt-aye; and Alderman Sander-aye.

BILL NO. 23-06

ORDINANCE NO. 23-06

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND SEMO REDI, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE SOLICITATION OF BUSINESS, INDUSTRY, AND COMMERCE; 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.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 17, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS 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 **Semo REDI, 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: January 17, 2023.

SECOND READING: January 17, 2023.

PASSED AND APPROVED this 17th day of January, 2023, 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 the Appointment of)
 Mayor Dwain Hahs to Serve as the)
 City's Representative on the Semo)
 REDI Board of Directors)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 17, 2023 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the appointment of Mayor Dwain Hahs to serve as the City's representative on the Semo REDI Board of Directors, for a term ending December 31, 2023. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-07 Re: To Amend)
 Chapter 5 of the Code of Ordinances)

The matter of amending Chapter 5 (Alcoholic Beverages) of the Code of Ordinances came on for consideration. Alderwoman Liley introduced Bill No. 23-07, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES OF
 THE CITY OF JACKSON, MISSOURI, RELATIVE TO ALCOHOLIC BEVERAGES;
 AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 23-07 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. 23-07 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. 23-07 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderman Kimbel-aye; Alderman Reiminger-aye; Alderwoman Young-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderman Hitt-aye; and Alderman Sander-aye.

BILL NO. 23-07

ORDINANCE NO. 23-07

**AN ORDINANCE AMENDING CHAPTER 5 OF THE CODE OF ORDINANCES OF
 THE CITY OF JACKSON, MISSOURI, RELATIVE TO ALCOHOLIC BEVERAGES;
 AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

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

Section 1. That Chapter 5, Article I, Section 5-1, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

"Sec. 5-1. Definitions.

As used in this chapter, the following words and phrases shall have the respective meanings ascribed to them in this section:

Club means a corporation organized under the laws of this state or an association not formed for pecuniary profit solely for promoting some common object other than the sale and consumption of alcoholic liquors.

Hotel means every building or other structure kept, used, maintained, advertised and held out to the public to be a place where food is actually served and consumed and where sleeping accommodations are offered for adequate pay to travelers and guests.

Intoxicating liquor means and includes alcohol for beverage purposes, alcoholic, spirituous, vinous, fermented, malt or other liquors, or a combination of liquors, a part of which is spirituous, vinous or fermented, and all preparations or mixtures for beverage purposes, containing in excess of one-half of one percent by volume.

Light wines means and includes light wines containing not in excess of fourteen (14) percent of alcohol by weight exclusively from grapes, berries and other fruits and vegetables.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 17, 2023 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

Malt liquor (beer) shall be construed to refer to and to mean any beer manufactured from pure hops or pure extract of hops and pure barley malt or other wholesome grains or cereals, and wholesome yeast and pure water, and free from all harmful substances, preservatives and adulterants, having an alcoholic content of not more than five (5) percent by weight.

Nonintoxicating beer shall be construed to refer to and to mean any beer manufactured from pure hops or pure extract of hops, pure barley malt or other wholesome grains or cereals, wholesome yeast, pure water, and free from all harmful substances, preservatives and adulterants, having an alcoholic content of more than one-half of one (0.5) percent by volume and not exceeding three and two-tenths (3.2) percent by weight.

Original package means any package containing one (1) or more standard bottles, cans, or pouches of beer or intoxicating liquor sold in sealed containers.

Person means and includes an individual, association, joint stock company, syndicate, copartnership, corporation, receiver, trustee, conservator, or other office appointed by any state or federal court.

Restaurant means any public place kept, used, maintained, advertised and held out to the public as a place where meals are actually served and regularly served."

Section 2. That Chapter 5, Article I, Section 5-27, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

"Sec. 5-27. Issuance; contents of license; conduct.

(a) *Issuance.* On approval of the application by the city clerk and the payment of the license taxes herein provided, the city clerk shall grant the applicant a license to conduct business at the specified location in the city for a period set forth in section 5-21.

(b) *Content.* Every license issued under this chapter shall set forth the type of license granted.

(c) *Requirements, restrictions:* Failure to commence operations within thirty (30) days of issuance shall result in automatic revocation of license."

Section 3. That Chapter 5, Article I, Section 5-29, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

"Sec. 5-29. Fees.

A separate license is required for each place of business, and the following license fees shall be paid annually:

(1) Retailers of intoxicating liquor, light wines, malt liquor (beer) and nonintoxicating beer whether by drink, original package, and location to be consumed, except Sale on Sunday, twenty-five (\$25.00).

(2) Retailers of intoxicating liquor, light wines, malt liquor (beer), and nonintoxicating beer in the original package, not to be consumed upon the premises where sold, and sold on Sundays, in addition to all other fees required by law of such retailer, two hundred dollars (\$200.00).

(3) Manufacturers or distillers of intoxicating liquors containing alcohol in excess of five (5) percent by weight or malt liquor (beer) containing not more than five (5) percent of alcohol by weight, five hundred dollars (\$500.00)."

Section 4. That Chapter 5, Article I, Section 5-30, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 17, 2023 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

“Sec. 5-30. Temporary permit.

Notwithstanding the other provisions of this chapter, a permit for the sale of intoxicating liquor, light wines, malt liquor (beer), and nonintoxicating beer for consumption on premises where sold may be issued by the city clerk to any retailer, club, church, school, civic, service, fraternal, veteran, political, or charitable club or organization for the sale of the aforesaid items at a picnic, bazaar, fair, or similar gathering. Said permit shall be issued only for the day or days named therein and it shall not authorize the sale of the aforesaid items for more than seven (7) days by any said organization as described in any fiscal year. For such a permit issued, the licensee shall pay to the city the sum of ten dollars (\$10.00). No provision of law or rule or regulation of the city shall prevent any wholesaler or distributor from providing customary storage, cooling, or dispensing equipment for use by the holder of the license at such picnic, bazaar, fair, or similar gathering.”

Section 5. That Chapter 5, Article I, Section 5-34, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 5-34. Authority of city to inspect premises of licensee.

The board of aldermen, the city administrator, the chief of police or their designated agents and employees have the right at any time to inspect the premises wherein alcoholic beverages are being sold under a license issued under the provisions of this chapter. Upon the request of any such persons, the person or persons to whom a license is issued under the provisions of this chapter or those in their employ shall, at all times, allow said persons to inspect the premises and shall show them the stock of goods in any room or place in the premises that they desire to inspect. If a violation of the Code of Ordinances or State law is discovered, there shall be made a report to the board of aldermen of their findings upon their inspection, and the board of aldermen shall have the authority to act thereon as a result of such findings in accordance with the provisions of this chapter which shall include, but not be limited to, the revocation of the license.”

Section 6. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

Section 7. 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 8. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 9. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: January 17, 2023.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 17, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

SECOND READING: January 17, 2023.

PASSED AND APPROVED this 17th day of January, 2023, 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

Ordinance No. 23-08 Re: To Call an)
 Election in the City of Jackson, Missouri,)
 on April 4, 2023, to Impose a Sales Tax)
 on the Retail Sales of Adult Use Non-)
 Medical Marijuana)

The matter of calling an election in the City of Jackson, Missouri, on April 4, 2023, to impose a sales tax at the rate of three percent on the retail sales of adult use non-medical marijuana, came on for consideration. Alderwoman Liley introduced Bill No. 23-08, being for an ordinance entitled as follows:

AN ORDINANCE IMPOSING A SALES TAX AT A RATE OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE NON-MEDICAL MARIJUANA SOLD WITHIN THE CITY OF JACKSON, MISSOURI, PURSUANT TO ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION SUBJECT TO THE APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2023; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION.

On a motion made by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-08 was placed on its first reading and was read by title, considered and discussed. Mayor Hahs requested public input on the matter, and no one from the public stepped forward to speak. Bill No. 23-08 was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-08 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. 23-08 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Kimbel-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderman Hitt-aye; and Alderman Sander-aye.

BILL NO. 23-08

ORDINANCE NO. 23-08

AN ORDINANCE IMPOSING A SALES TAX AT A RATE OF THREE PERCENT ON ALL TANGIBLE PERSONAL PROPERTY RETAIL SALES OF ADULT USE NON-MEDICAL MARIJUANA SOLD WITHIN THE CITY OF JACKSON, MISSOURI, PURSUANT TO ARTICLE XIV, SECTION 2.6(5) OF THE MISSOURI CONSTITUTION SUBJECT TO THE APPROVAL BY THE VOTERS OF THE CITY AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2023; DESIGNATING THE FORM OF BALLOT; AND DIRECTING THE CITY CLERK TO PROVIDE NOTICE OF SAID ELECTION.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 17, 2023 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

WHEREAS, on November 8, 2022, the electors of the State of Missouri approved Amendment 3 to the Missouri Constitution enacting Section 2 of Article XIV of the Missouri Constitution effective December 8, 2022; and

WHEREAS, the newly enacted Article XIV, section 2.6(5) of the Missouri Constitution authorizes the City of Jackson, Missouri to impose, by ordinance, an additional sales tax in amount not to exceed three percent on all tangible personal property retail sales of adult use non-medical marijuana sold in such political subdivision subject to approval by voters of the City of Jackson, Missouri; and

WHEREAS, the Board of Aldermen believes that it is in the best interests of the citizens of the City of Jackson, Missouri to impose a sales tax of three percent on all tangible personal property retail sales of adult use non-medical marijuana sold in the City of Jackson, Missouri and to submit the same to the voters of the City for approval by a majority of those voting at the general municipal election to be held on April 4, 2023.

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

SECTION 1 – ADULT USE NON-MEDICAL MARIJUANA SALES TAX. A sales tax at the rate of three percent on all tangible personal property retail sales of adult use non-medical marijuana sold in the City of Jackson, Missouri, as authorized by Article XIV, section 2.6(5) of the Missouri Constitution, is hereby imposed. The tax imposed hereunder shall be in addition to any and all other sales taxes allowed by law.

SECTION 2 – EFFECTIVE DATE. The sales tax imposed by this Ordinance shall not be effective unless approved by a majority of the votes cast by the qualified voters voting thereon at the General Municipal Election to be held on April 4, 2023, at which election a proposal to authorize the Board of Aldermen of the City of Jackson, Missouri, to impose the tax herein provided for shall be submitted to the voters of the City of Jackson.

SECTION 3 – FORM OF BALLOT. The ballot to be used in such election shall contain the following question:

Question 1

Shall the City of Jackson, Missouri, impose a sales tax of three percent (3%) on all retail sales of adult use non-medical marijuana sold in the City of Jackson, Missouri?

☐ Yes

☐ No

SECTION 4 – NOTICE OF ELECTION. The City Clerk is hereby directed to notify the County Clerk of Cape Girardeau County, Missouri, of the enactment of this Ordinance no later than 5:00 p.m. on Tuesday, January 24, 2023, in accordance with the Comprehensive Election Act, Chapter 115 of the Revised Statutes of Missouri, as amended.

FIRST READING: January 17, 2023.

SECOND READING: January 17, 2023.

PASSED AND APPROVED this 17th day of January, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions, and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 17, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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 two contractual items in accordance with Section 610.021(12) RSMo and one item 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 6:12 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

.....
 Returned to Open Session at 6:55 P.M., from Study Session.

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

Meeting concluded at 6:55 P.M. On a motion by Alderman Baker, seconded by Alderman Reiminger, it is ordered that the Board now convene into closed session for two contractual items in accordance with Section 610.021(12) RSMo and one item of real estate in accordance with Section 610.021(2) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Seabaugh-aye; Alderman Sander-aye; Alderwoman Liley-aye; Alderman Kimbel-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Hitt-aye; and Alderman Baker-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

 Mayor

 City Clerk

February 6, 2023

FUNDS EXCEEDING THEIR 2022 BUDGET APPROPRIATIONS (includes interfund transfers)

<u>FUND</u>	<u>2022 BUDGET APPROPRIATION</u>	<u>2022 ACTUAL EXPENDITURES</u>	<u>AMOUNT OVER BUDGET</u>	<u>REASON</u>
Public Safety Sales Tax	\$ 1,277,602.00	\$ 1,339,847.62	\$ 62,245.62	Excess tax revenues generated and transferred to General Revenue.
Fire Protection Sales Tax	\$ 634,260.00	\$ 670,167.11	\$ 35,907.11	Excess tax revenues generated and transferred to General Revenue.
Band	\$ 196,073.00	\$ 281,655.83	\$ 85,582.83	Additional tax revenue generated and transferred to Municipal Band.
Road Use	\$ 630,000.00	\$ 670,614.61	\$ 40,614.61	Additional overlay expense.
Trust & Agency	\$ 328,322.00	\$ 397,173.75	\$ 68,841.75	Additional fuel charges due to higher energy costs.
I-55 Corridor Special Allocation	\$ 150,000.00	\$ 169,295.27	\$ 19,295.67	Contracted/committed funds available to pay Williams Creek Sanitary Sewer Project and East Substation Project costs prior to fund closeout.

BILL NO. 23-__

ORDINANCE NO. 23-__

**AN ORDINANCE APPROVING AMENDMENTS TO THE 2023 BUDGET AS
ORIGINALLY APPROVED ON THE 19TH DAY OF DECEMBER, 2022, BY
REVISING, CONFIRMING, AND UPDATING END OF YEAR BALANCES;
CONFIRMING BUDGETARY EXPENDITURES; AND REPEALING
ORDINANCE IN CONFLICT HEREWITH.**

WHEREAS, on the 19th day of December, 2022, the Mayor and Board of Aldermen of the City of Jackson, Missouri, approved the budget for the City of Jackson, Missouri, for the 2023 fiscal year, and

WHEREAS, the City Budget Officer has reviewed end of year balances and found it necessary to update end of year balances projected for the 2023 fiscal year budget, and

WHEREAS, the amended end of year balances indicate and confirm sufficient funds to fund budgeted projects for the 2023 fiscal year.

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

1. That the annual budget for the fiscal year 2023 as heretofore adopted and approved by Ordinance of this Board on the 19th day of December, 2022, it is hereby amended by adjusting the end of year balances in form with actual receipts of the City for the prior fiscal year 2023.

2. That the Mayor and Board of Aldermen further reconfirm and readopt budgetary expenditures as set out in the amended budget, which is attached hereto and incorporated herein by reference, and order the Administration of the City to follow the budget expenditures in accordance therewith, subject to the subsequent amendment by this Board.

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

FIRST READING: February 6, 2023.

SECOND READING: February 6, 2023.

PASSED AND APPROVED this 6th day of February, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk

MEMO



To: Mayor and Board of Aldermen
From: Don Schuette
Date: Thursday, February 02, 2023
Re: Townsend Tree Trimming

Please find attached, a letter from Townsend Tree Service with their rates for 2023. I have checked with other municipals and some electric coops to compare the rates they were quoted. The proposed rates are the same for each of the entities I spoke with.

I would recommend moving forward with this rate proposal.

If you have questions or comments, please let me know.

Best regards,

Don Schuette

Director of Electric Utilities



January 10, 2023

City of Jackson
Mr. Don Schuette, Director of Electric Utilities
101 S. Court Street
Jackson, Missouri 63755

Re: 2023 Rate Renewal

Dear Mr. Schuette,

Townsend Tree Service Company appreciates being afforded the opportunity to work with the City of Jackson in 2022. Please find our hourly rates for 2023 enclosed.

Townsend Tree Services is a certified WBE. Our Mission is to provide our clients with outstanding service quality in a safe and reliable manner. We endeavor to develop long term relationships with our customers by consistently delivering superior service excellence while adhering to the highest ethical and professional standards in our industry. We are committed to reliability, responsiveness, and customer-centered solutions.

Our Core Values are Safety, Excellence, Integrity, Character, and Accountability. We are committed to following our Core Values with every project, every client, every day.

We thank you for the opportunity to continue working for the City of Jackson in the coming years. If you should have questions or need additional information, please contact James Fitzgerald at 573-631-6753.

Sincerely,

Amy E. Townsend

Amy E. Townsend
Chief Executive Officer



1015 W. Jackson Street, Muncie, IN 47305 765-468-1417

www.townsendtree.com





**City of Jackson
2023 Hourly Rates**

Labor

Foreman	\$42.86
Trimmer	\$36.00
Ground Man	\$34.00

Equipment

Bucket Truck 55' (2x2)	\$18.72
Disc Chipper	\$ 6.00
Pick Up Truck	\$11.66

Acceptance:

City of Jackson Representative

By: _____

Date: _____



1015 W. Jackson Street, Muncie, IN 47305 765-468-1417

www.townsendtree.com



MEMO



To: Mayor and Board of Aldermen
From: Don Schuette, Director of Electric Utilities
Date: Friday, February 03, 2023
Re: Macon Worthington Engine Parts and Field Service

The following two motions and associated bills encompass the bid award notification, Hold Harmless Agreement, and Field Services contract with IDS, Inc. for the harvesting of the Worthington engine parts that will be used to repair our Worthington engine and provide additional spare parts for these engines in the future. Combined, these two engines provide approximately 13 MW of generation.

The opportunity to extend the life of our two Worthington engines was presented to the Board during the January 17 study session.

If you have additional questions or comments, please let me know.

Best regards,

Don Schuette

Director of Electric Utilities



Bid Packet
Removal of Worthington
Generator Parts
Bids Due: 12/16/22
by 1:00 pm

Macon Municipal Utilities is collecting bids for the removal and acquisition of Worthington Generator engine parts. All parts will be sold “as is” and are to be removed by bidder by 6/30/2023. Bids are to be delivered to the MMU Business Office at 106 W. Bourke Street, Macon, MO 63552 by **1:00 pm on 12/16/2022.**

Successful bidder is requested to carry insurance coverage for the duration of the project in the following amounts.

- **\$1,000,000 Liability**
- **\$2,000,000 Aggregate**
- **\$5,000 Medical**
- **Workers’ Compensation**

The successful bidder will be required to provide a certificate of insurance listing Macon Municipal Utilities as additional insured, and sign a hold-harmless agreement. Successful bidder shall require same of all subcontractors. No provision of this agreement shall constitute a waiver of the member’s right to assert a defense based on sovereign immunity, official immunity or any other immunity available under law. Each bidder must inform himself fully of the conditions relating to the composition of the project and the employment of labor thereon. Failure to do so will not relieve the successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of this project.

Submission of bid confirms bidder agrees that they understand, and agree to abide by all terms and conditions, responsibilities and specifications of the project. Bidder will be presumed to have inspected the site and to be thoroughly familiar with the project requirements. The failure or omission to do so, shall in no way relieve any bidder from any obligation in respect to his bid.

All work is to be set up and completed by the successful bidder. Successful bidder must provide payment in full before any equipment can be readied for removal. Once work has commenced, the work shall be continuous and the contractor shall not remove their personnel and/or equipment from the City until the work has been completed and approved by MMU personnel. All work must be completed by **6/30/2023.**

Macon Municipal Utilities reserves the right to reject any or all bids.



**MACON
MUNICIPAL
UTILITIES**

**Bid Packet
Removal of Worthington
Generator Parts
Bids Due: 12/16/22
by 1:00 pm**

PROJECT SPECIFICATIONS

Macon Municipal Utilities is collecting bids for the sale and removal of specific Worthington engine parts and tools. Successful bidder will submit the highest purchase price that incorporates their plan to remove the pieces of equipment listed below. Questions and requests can be directed to Matt Meisner at (660) 676-6168 or mmeisner@maconutilities.com.

Bid Tab:

Complete power pack unit that consists of the following: Fulcrum box, rocker arms push rods, piston with rings, bolts, rods and liner, head unit complete, including air start and gas valves consisting of 16 units.

Bid per Power Pack Unit	\$ <u>750.00</u>
Total – 16 Power Packs and associated parts	\$ <u>12,000.00</u>
Miscellaneous parts lot and specialty tools including, head in box, fuel lines, and snubbers.	\$ <u>1,500.00</u>
Total to be Paid to MMU	\$ <u>13,500.00</u>

Plan to remove equipment (please supply via an attachment if necessary):

The City of Jackson will employee IDS (Steve Payne) to harvest the parts and also package the parts for shipment to Jackson. Transportation

and coordination for parts will be the responsibility of Jackson. Assistance from your staff for loading the parts onto a transport at your facility with a

fork truck maybe needed. We would also need to use the overhead crane to aid in the removal of the parts from the engine block and to move said parts.

Note: We will not be removing the engine block, and any other collateral parts removed will be left in an orderly manner at the site.

The contractor shall, before any work is accepted by Macon Municipal Utilities, remove from the job site all litter and trash of any kind, and shall leave the area in good condition and ready for its use.

Bidder: City of Jackson / Don Schuette Director of Electric Utilities
 Address: 101 Court Street
 Phone Number: 573-243-3536 - Power Plant / 573-243-3568 - City Hall
 Email Address: dschuette@jacksonmo.org

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN INDEMNIFICATION AND HOLD HARMLESS AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MACON MUNICIPAL UTILITIES, OF MACON, MISSOURI*, RELATIVE TO THE *REMOVAL OF WORTHINGTON GENERATOR ENGINE PARTS*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented an Indemnification and Hold Harmless 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 agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Macon Municipal Utilities, of Macon, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

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

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

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

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

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

FIRST READING: February 6, 2023.

SECOND READING: February 6, 2023.

PASSED AND APPROVED this 6th day of February, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



Indemnification and Hold Harmless Agreement

Date: December 20, 2022

To the fullest extent permitted by law, CITY OF JACKSON, MISSOURI agrees to indemnify, defend and hold harmless MACON MUNICIPAL UTILITIES (MMU), its officers, agents, volunteers, lessees, invitees and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses arising from or alleged to have arisen from your (City of Jackson, Missouri) work or the work of any supplier or sub City of Jackson, Missouri, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of MMU or any of its agents or employees.

Insurance Requirements:

CITY OF JACKSON, MISSOURI shall purchase and maintain the following insurance, at CITY OF JACKSON, MISSOURI's expense:

- 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 CITY OF JACKSON, MISSOURI with a combined single limit of \$1,000,000 minimum.
- Workers Compensation insurance with statutorily limits required by any applicable Federal or state law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

Prior to commencing work, CITY OF JACKSON, MISSOURI shall provide MMU certificates of insurance evidencing the required coverages. MMU's receipt or review of any certificate of insurance reflecting that CITY OF JACKSON, MISSOURI or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the contract documents shall not constitute a waiver of any of MMU's insurance rights under the contract documents, with all such rights being fully and completely reserved by MMU.

CITY OF JACKSON, MISSOURI shall make MMU an additional insured on each policy of insurance that CITY OF JACKSON, MISSOURI is required to maintain under the contract documents. Similarly, CITY OF JACKSON, MISSOURI shall require insurance with the same coverage and limits from its subcontractor and suppliers, and their insurance policies shall be endorsed to name the same additional insureds as required of CITY OF JACKSON, MISSOURI.

Each additional insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations.

Umbrella or Excess Liability may satisfy minimum liability limits required above for Commercial General Liability under and Umbrellas or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrellas or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest Each Occurrence limit for either Commercial General Liability or Business Auto Liability. City of Jackson, Missouri agrees to endorse the City, its officers, agents, volunteers, lessees, invites, and employees covered as an additional insured on the Umbrellas or Excess Liability and the Certificate of Insurance states that the Umbrella or Excess Liability provides coverage on a "Follow -Form" basis.

All completed operations coverages shall be maintained by CITY OF JACKSON, MISSOURI and its subcontractors or suppliers for five (5) years following the completion of the Work.

Any coverage available to MMU as a named insured shall be secondary, so that the coverage to MMU as an additional insured on the policies maintained by CITY OF JACKSON, MISSOURI and subcontractors is primary.

If any of the required policies provide coverage on a claims-made basis: The retroactive date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

MMU reserves the right to selectively trigger any one or more insurance policies that afford MMU coverage, whether as a named insured or as an additional insured.

CITY OF JACKSON, MISSOURI agrees that MMU shall be provided at least sixty (60) days advance written notice of any cancellation or rescission of any policy that CITY OF JACKSON, MISSOURI or any of its subcontractors or suppliers is required to maintain under the contract documents.

All policies, including umbrellas or excess, of insurance must be on a primary basis, non-contributory with any other insurance (including primary, excess, self-insurance, or any other basis) carried by the city.

No provision of this agreement shall constitute a waiver of the member's right to assert a defense based on sovereign immunity, official immunity or any other immunity available under law. For any claim or suit seeking damages from the Missouri municipality scheduled in this endorsement because of "bodily injury", "property damage", or "personal and advertising injury" caused by "your work", the coverage provided herein does not apply to any claim or "suit" which is barred by the doctrines of sovereign immunity, qualified immunity, and/or official immunity although defense of such actions will be provided. No provision of this condition of coverage, endorsement, or this policy, will constitute a waiver of this company's right to assert a defense based on the doctrines of sovereign immunity, qualified immunity, and/or official immunity.

If the CITY OF JACKSON, MISSOURI maintains broader coverage and/or higher limits than the minimums shown, MMU requires and shall be entitled to the broader coverage and/or high limits maintained by the CITY OF JACKSON, MISSOURI. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to MMU.

Project: Removal and acquisition of Worthington Generator engine parts from the Macon Municipal Utilities (MMU) facility located at 404 E. Vine Street, Macon, MO 63552.

By:

Mayor

Date

Attest:

City Clerk

Address

Phone

Revised December 2022

Industrial Diesel Service

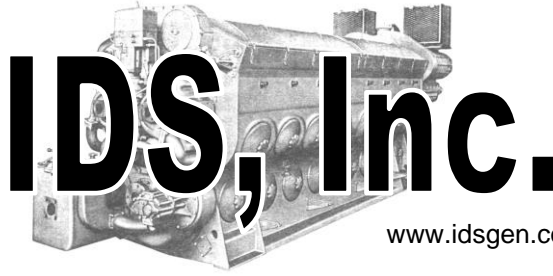
Diesel Engine Specialists

Item 10.

Office:

505-379-0613 Office
603-388-1535 Fax
1-800-214-8512

29486 Hwy 24
Carrollton, MO 64633



Assembly Shop:

660-542-0900 Shop

RR 4 Box 22
Mile 5 East, Hwy 24
Carrollton, MO 64633

www.idsgen.com

Serving municipal generation, nationwide, since 1979!

December 12, 2022

Attn: Don, City of Jackson Municipal Utilities

RE: Worthington SWC parts harvest from Macon MO.

Dear Don,

IDS will remove, preserve, palletize for shipping and assist to load major and minor components from Macon's 16 cylinder SWC Worthington. Including cylinders, pistons, heads, etc. Also valve train and fuel injection components and miscellaneous materials as agreed between Jackson and Macon.

Like Jackson's engine, Macon's engine hasn't been disassembled for many decades. Some components may be corroded and seized tight. Favorable conditions could see 2 or more power assemblies removed per day. As you know, we devoted over two days pulling that corroded stuck single cylinder from Jackson's engine. Accurately estimating disassembly is difficult. Project duration might range from 2-3 weeks. We anticipate at least two mechanics most of the time. A third might be needed some days. Jackson and Macon personnel are welcome to assist, also. Which can minimize expense while benefitting personnel exposure and hands-on experience.

Our standard field rate is 100/hr.

Travel is .50/mile and 50/hr, measured from Carrollton, MO.

Meals are \$30/day, per-diem.

Motel is charged at-cost.

Travel to Macon from our Carrollton MO shop is 60mi, 1hrs, each way. We estimate cost to provide two Experienced Mechanics, as needed, 2 weeks and including travel and motel, to be about \$18k. Please see chart below. Any assistance the City can provide would reduce this. We will limit overall expense not to exceed \$25k without approval.

Always feel free to call with any questions.

Sincerely,

Steve Payne
Industrial Diesel Service

steve@idsgen.com

505-379-9949 cell

2 men for 2 weeks, 40hr work weeks

160	Hrs labor, 2 men, 2 weeks, 5 day weeks, 8hr days	100	/hr	16,000.00
8	Hrs travel, 2 men, 2 weeks, 1 round trip/wk, 1hr each way	50	/hr	400.00
480	Miles travel, 2 men, 2 weeks, 1 round trip/wk, 60mi each way	.50	/mile	240.00
20	Man-Days perdiem 2 men, 2 weeks, 5 day weeks	30	/day	600.00
16	Man-Days motel @ Cost, 2 men, 2 weeks, 4 nights /wk	80	/day	1,280.00
				18,520.00

2 men for 3 weeks, 40hr work weeks

240	Hrs labor, 2 men, 3 weeks, 5 day weeks, 8hr days	100	/hr	24,000.00
12	Hrs travel, 2 men, 3 weeks, 1 round trip/wk, 1hr each way	50	/hr	600.00
720	Miles travel, 2 men, 3 weeks, 1 round trip/wk, 60mi each way	.50	/mile	360.00
30	Man-Days perdiem 2 men, 3 weeks, 5 day weeks	30	/day	900.00
24	Man-Days motel @ Cost, 2 men, 3 weeks, 4 nights /wk	80	/day	1,920.00
				27,780.00

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *IDS, INC., OF CARROLLTON, MISSOURI*, RELATIVE TO *PROVIDING SERVICES UNDER THE REMOVAL OF WORTHINGTON GENERATOR ENGINE PARTS*; 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 **IDS, Inc., of Carrollton, 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: February 6, 2023.

SECOND READING: February 6, 2023.

PASSED AND APPROVED this 6th day of February, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: January 31, 2023

RE: 2022 Annual Sanitary Sewer Lining Program – Change Order No 1

Attached you will find a change order for the 2022 Annual Sanitary Sewer Lining Program. This change order is to take into account final quantities. Three changes occurred resulting in an increase: 285 feet of pipe was found to be 10" versus 8", two protruding taps had to be cut, and the actual length of total pipe for the project was 3,195 feet versus the estimated 3,177 feet. The total increase is equal to \$2,503.50.



City of Jackson

CHANGE ORDER

SAK Construction, LLC

1

Name of Contractor

Change Order No.

864 Hoff Road

O'Fallon, MO 63366

Contractor Address

City/State/Zip

2022 Annual Sanitary Sewer Lining Program

1/13/2023

Project Name

Date

Description: ☒ See Attachments

This change order is to take into account final quantities. Three changes occurred resulting in an increase: 285 feet of pipe was found to be 10" versus 8" (\$1,282.50), two protruding taps had to be cut at \$363/tap (\$726.00), and the actual length of total pipe for the project was 3,195 feet versus the estimated 3,177 feet (\$495). The total increase is equal to \$2,503.50

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 134,558.75	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: \$ 134,558.75	Contract End Date prior to this Change Order: December 19, 2022
Net Increase (Decrease) of this Change Order: \$ 2,503.50	Net Increase (Decrease) of this Change Order: 0
Contract Price with all approved Change Orders: \$ 137,062.25	Contract End Date with all approve Change Orders: December 19, 2022

Recommended By:

Anna Bergmark

Anna Bergmark, PE, City Engineer

1-20-23

Date

Authorized By:

Mayor, City of Jackson

Date

Accepted By:

DocuSigned by:
Joe Feuerborn
FED298564DF74D3

Contractor Auth. Representative

1/17/2023

Date



City of Jackson

CHANGE DIRECTIVE

SAK Construction, LLC

Name of Contractor

1

Change Directive No.

864 Hoff Road

Contractor Address

O'Fallon, MO 63366

City/State/Zip

2022 Annual Sanitary Sewer Lining Program

Project Name

11/3/2022

Date

Basis of Change Directive:

- | | |
|--|--|
| <input type="checkbox"/> Error / Omission | <input type="checkbox"/> Differing Site Conditions |
| <input type="checkbox"/> Owner Request | <input type="checkbox"/> Field Resolution |
| <input type="checkbox"/> Value Engineering | <input checked="" type="checkbox"/> Other |

Cost Basis:

- | |
|--|
| <input checked="" type="checkbox"/> Unit Price |
| <input type="checkbox"/> Fixed Price |
| <input type="checkbox"/> Other |

Contract Price:

Amount: \$ 134,558.75

- | | |
|---------------------------------|---|
| <input type="checkbox"/> Add | <input type="checkbox"/> Equal Exchange |
| <input type="checkbox"/> Deduct | <input checked="" type="checkbox"/> No Change |

Contract Time:

Days: _____

- | | |
|---------------------------------|---|
| <input type="checkbox"/> Add | <input type="checkbox"/> Equal Exchange |
| <input type="checkbox"/> Deduct | <input checked="" type="checkbox"/> No Change |

Description: ☐ See Attachment

The purpose of this change directive is to established a unit cost for the removal of protruding taps. The contractor has proposed and the City has accepted a unit cost of \$363/ tap. Total change in cost to the contract will be determined with a Final Quantities change order.

Note: This Change Directive identifies satisfaction of all compensation and time adjustments related to the Changes to the Work. A Change Order must be completed for full authorization of changes in price and time.

Recommended By:

Anna Bergmark
 Anna Bergmark, PE
 City Engineer

11/3/22
 Date

Approved By:

Kent Peetz
 Kent Peetz, PE
 Public Works Director

11/3/22
 Date

Accepted By:

TEN
 Contractor Auth. Representative

11/4/2022
 Date



City of Jackson

CHANGE DIRECTIVE

SAK Construction, LLC

2

Name of Contractor

Change Directive No.

864 Hoff Road

O'Fallon, MO 63366

Contractor Address

City/State/Zip

2022 Annual Sanitary Sewer Lining Program

11/29/2022

Project Name

Date

Basis of Change Directive:

- | | |
|--|---|
| <input type="checkbox"/> Error / Omission | <input checked="" type="checkbox"/> Differing Site Conditions |
| <input type="checkbox"/> Owner Request | <input type="checkbox"/> Field Resolution |
| <input type="checkbox"/> Value Engineering | <input type="checkbox"/> Other |

Cost Basis:

- | |
|--|
| <input checked="" type="checkbox"/> Unit Price |
| <input type="checkbox"/> Fixed Price |
| <input type="checkbox"/> Other |

Contract Price:

Amount: \$ 1,282.50

- | | |
|---|---|
| <input checked="" type="checkbox"/> Add | <input type="checkbox"/> Equal Exchange |
| <input type="checkbox"/> Deduct | <input type="checkbox"/> No Change |

Contract Time:

Days: _____

- | | |
|---------------------------------|---|
| <input type="checkbox"/> Add | <input type="checkbox"/> Equal Exchange |
| <input type="checkbox"/> Deduct | <input checked="" type="checkbox"/> No Change |

Description: ☒ See Attachment

During cleaning, the contractor discovered the pipe between manhole 4B084 and 4B0451 is 10" not 8". It is 285 feet long. The additional cost is \$4.50/ LF totaling \$1,282.50

Note: This Change Directive identifies satisfaction of all compensation and time adjustments related to the Changes to the Work. A Change Order must be completed for full authorization of changes in price and time.

Recommended By:

Anna Bergmark
 Anna Bergmark, PE
 City Engineer

11-29-22
 Date

Approved By:

Kent Peetz
 Kent Peetz, PE
 Public Works Director

11/29/22
 Date

Accepted By:

[Signature]
 Contractor Auth. Representative

12-1-2022
 Date



636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

November 28, 2022

City of Jackson, MO
101 Court St.
Jackson, MO 63755

Attn: Anna Bergmark

Re: 10" CIPP Price Proposal

Ms. Bergmark:

During the cleaning and CCTV work, it was discovered that one of the contracted 8" reaches of sewer was in fact 10". This reach of sewer is located between manholes 4B084 and 4B051, with a total length of 285'. SAK is proposing an additional cost of \$4.50/ LF to line the 10" reach. This would be an increase in the total contract value of \$1,282.50.

Please let me know if you have any questions, I can be reached at 636-385-1061.

Thanks,

A handwritten signature in blue ink, appearing to read "TJERRELS", with a long horizontal flourish extending to the right.

Travis Jerrels
Project Manager



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Kent Peetz, Director of Public Works

DATE: December 30, 2022

RE: Task Order to Blakely and Associates Consulting Engineers for
Wastewater Plant Instrumentation and Integration Design

Attached you will find a Task Order Request from Blakely and Associates for instrumentation and integration design work on the Wastewater Plant upgrade project.

I recommend awarding this Task Order. Please let me know if you have any questions concerning this project.



QUOTE

Blakely & Associates
 14311 Highway CC
 Chillicothe, MO 64601
 Phone: 816-347-8608
 E-mail: jeckles@blakely-eng.com

PO Number: JACK-122822-2
PO Date: 28-Dec-22

Payment Method: Net 30

Quote Recipient
 City of Jackson
 Attn: Kent Peetz
 101 Court Street
 Jackson, MO 63755

Ship To:
 Blakely & Associates
 14311 Highway CC
 Chillicothe, MO 64601

Item #	Description	Engineering-Labor Cost/Hour	Qty	Total
Wastewater Treatment Plant Improvements Project				
1	Review specifications and drawing plans to determine requirements for controls and integration to incorporate new equipment into existing Scada system. Develop written specification requirements, detailed scope of work, and detailed quote to be included in contract documents for Blakely & Associates to be designated as a sole source provider for this work.	\$150	40	\$6,000.00
Total Cost				\$6,000.00



KOEHLER ENGINEERING & LAND SURVEYING, INC.

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

December 15, 2022

Rev. Jan. 3, 2023

Mrs. Anna Bergmark, PE
City Engineer
City of Jackson, Missouri
101 Court Street
Jackson, Missouri 63755
Via email @ abergmark@jacksonmo.org

RE: Design of Replacement Bridge for Sunset Drive, Jackson, MO

Mrs. Bergmark,

In accordance with your request for a proposal to replace the existing bridge entrance into Sunset Hills Subdivision on North High Street (Highway '61'), I have reviewed existing information, site conditions, and have prepared this proposal.

Our scope of services would be to produce final design documents (Plans and specifications) for bidding and construction of a new bridge to replace the existing structure presently located off the East side of US Highway '61'.

The new structure will be generally located in the present structure location, and will utilize the existing approaches to the extent possible, although portions of the existing approaches will have to be removed for construction of the bridge foundation. The design will include a structure capable of supporting an HL-93 loading in accordance meeting current AASHTO Design standards. The structure will provide 2 vehicle lanes, each 12 feet wide, with an attached 8 foot pedestrian way. A barrier curb will be provided between the pedestrian and vehicular traffic paths. The pedestrian way will be connected to the existing walk located east of the bridge, but will not provide a westward extension.

The design will provide two options or alternates for the bridge foundations. The base design option will be for a reinforced concrete foundation bearing directly on existing bedrock in the Hubble Creek channel. The alternate design will include a GRS-IBS bridge foundation which will consist of mechanically stabilized earth walls bearing on bedrock which will support the bridge super structure. The super-structure is anticipated to be of prestressed concrete members.

The design will make use of existing survey and preliminary design information developed in the alternatives analysis previously prepared for this structure for the City of Jackson, MO, and the City Wide Bridge Plan.

Our services will include the following:

- **Design Phase:**
 - Prepare applications and submit for requisite permits needed for the project construction (USACE, MDNR, MoDOT, FEMA, etc.)
 - Review of the bridge hydraulics, including modeling existing and proposed conditions utilizing the USACE program HEC-RAS, and preparation of a no-rise certification for the new construction.



- Perform structural design calculations for both design alternatives, for foundations and all structural elements
- Preparation of detailed plans and specifications for the bidding and construction of the project
- Develop and prepare plans for lighting along the walk / bridge location in accordance with City standards
 - All work is anticipated to take place existing City Right of Way, and as such, no right of way acquisition services are provided.
 - No utility relocations are anticipated.
- **Bidding Phase (in CE Contract Phase):**
 - Bid Services, including drafting the notice to bid, conducting pre-bid meeting, addressing questions during the bid process, and issuing addendum as needed. We will attend the bid opening, tabulate bids, and make a formal recommendation of award
- **Construction Phase Services:** *(A funding source for the project construction has not been determined. It is possible that the City will fund from existing sources, or the project could be funded through the Missouri Department of Transportation or through another funding vehicle. In the event that funding is found from a source other than existing City funds, the Construction Administration will comply with requirements from the final funding source. In the event that funding is provided from City funds, the CA services will follow procedures to document construction and funding which will allow the City to submit for Soft-Match Credit which may be utilized as local match for a future BRO funded project.)*
 - Once the project is awarded, our office will draft contract documents to the lowest, responsible bidder.
 - During construction, our office will administer the contract on behalf of the City
 - Our staff will provide construction inspection and materials testing to ensure that the structure is built in conformance with the project documents
 - Our staff will review and process RFIs, COs, etc. as necessary
 - Our staff will review pay applications as submitted
 - Issue certificate of completion and recommend acceptance by the City

Our fees for the project under this proposal would be as follows:

➤ Base Design Services:	\$30,800.00
➤ Design of Alternate Bridge System:	\$4,000.00
➤ Construction Phase Services (Conventional Bridge):	\$24,750.00
[or]	
➤ Construction Phase Services (GRS-IBS)	\$18,400.00

Fee derivations for each of the work phases noted above are included with this submission. These fee estimates are based upon our 2023 standard rate schedule which has previously been supplied. In the event that the administrative phase of the work is funded by MoDOT through the BRO program, the rates that will be utilized will be the then effective rates with current overhead rate development as approved by MoDOT at that time.

Our schedule for the development of plans and specifications for the project to be bid would be 180 days from receipt of notice to proceed from the City, which includes obtaining environmental



clearances. Milestones for the project area as follows (All milestones are in calendar days from notice to proceed date).

- | | |
|--|----------|
| ➤ Submit documents for environmental clearances | 21 Days |
| ➤ Complete HEC-RAS modeling of both alternatives | 45 Days |
| ➤ Receive all environmental clearances | 60 Days |
| ➤ Submit 65% plans with estimate for review with City | 110 Days |
| ➤ Submit final plans for review | 150 Days |
| ➤ Submit final plans, specification, and estimate | 180 Days |
| ➤ Construction Phase services will be coordinated with the Contractor and needs of the City. | |

The schedule above assumes timely response from the City for review and comment on plans and similar data.

Thank you for the opportunity to provide this proposal 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.

A handwritten signature in blue ink, appearing to read 'Chris Koehler', with a large, stylized initial 'C'.

Chris Koehler, PE, PLS

Sunset Bridge
Replacement Bridge Structure
Schedule: 6 Months

Preliminary Engineering (Design) Phase Services

Project Management

Description:	Hours	Rate	Total
PM, Review and oversight,	8	\$ 165.00	\$ 1,320.00
Subtotal:			\$ 1,320.00

Environmental Clearances / Permitting

Description:	Hours	Rate	Total
Principal	0	\$ 165.00	\$ -
Survey Field Crew	2	\$ 150.00	\$ 300.00
Senior PE	24	\$ 125.00	\$ 3,000.00
Subtotal:			\$ 3,300.00

Hydraulic Analysis (HEC Model & Reporting)

Description:	Hours	Rate	Total
Principal	4	\$ 165.00	\$ 660.00
Survey Field Crew	4	\$ 150.00	\$ 600.00
Senior PE	32	\$ 125.00	\$ 4,000.00
Subtotal:			\$ 5,260.00

Design Calculations

Description:	Hours	Rate	Total
Principal	4	\$ 165.00	\$ 660.00
Senior PE	10	\$ 125.00	\$ 1,250.00
Design PE	60	\$ 110.00	\$ 6,600.00
Subtotal:			\$ 8,510.00

PS&E Preparation:

Description:	Hours	Rate	Total
Principal	10	\$ 165.00	\$ 1,650.00
Senior PE	12	\$ 125.00	\$ 1,500.00
Design PE	84	\$ 110.00	\$ 9,240.00
Subtotal:			\$ 12,390.00

Total Estimated Fee for Base Design	\$	30,780.00
--	-----------	------------------

Alternate Bridge System Design:

Description:	Hours	Rate	Total
Principal	2	\$ 165.00	\$ 330.00
Senior PE	2	\$ 150.00	\$ 300.00
Design PE	32	\$ 110.00	\$ 3,520.00
Subtotal:			\$ 4,150.00

Sunset Bridge Replacement Bridge Structure

=

Construction Phase Services:

Project Management

Description:	Hours	Rate	Total
PM, Review and oversight	10	\$ 165.00	\$ 1,650.00
Subtotal:			\$ 1,650.00

Bidding Services:

Description:	Hours	Rate	Total
Principal	6	\$ 165.00	\$ 990.00
Senior PE	2	\$ 125.00	\$ 250.00
Design PE	2	\$ 110.00	\$ 220.00
Subtotal:			\$ 1,460.00

Construction Inspection and Testing:

Description:	Hours / EA	Rate	Total
Principal	8	\$ 165.00	\$ 1,320.00
Survey Field Crew	8	\$ 150.00	\$ 1,200.00
Design PE	8	\$ 125.00	\$ 1,000.00
Materials Technician	168	\$ 64.00	\$ 10,752.00
Nuclear Gage	12	\$ 33.00	\$ 396.00
Concrete Specimens	36	\$ 23.00	\$ 828.00
Grout Cubes	18	\$ 23.00	\$ 414.00
Subtotal:			\$ 15,910.00

Administrative Services:

Description:	Hours	Rate	Total
Principal	8	\$ 165.00	\$ 1,320.00
Materials Technician	40	\$ 110.00	\$ 4,400.00
Subtotal:			\$ 5,720.00

Total Estimated Fee for Construction Phase Services:	\$	24,740.00
---	-----------	------------------

MEMO



TO: **Mayor Hahs and Members of the Board of Aldermen**
FROM: **Liza Walker, City Clerk/Treasurer**
DATE: **February 3, 2023**
SUBJECT: **ArcaSearch Contract for City Archive Preservation**

This proposal and following bill are for the digital archive preservation of the more delicate historical paper documents that require processing by special equipment. In addition, the documents will be available online through hosted space provided by the vendor.

As always, if you have questions, please contact me at 573-243-3568 or lwalker@jacksonmo.org.



**CITY OF JACKSON, MO:
FINAL PROPOSAL FOR
ON-SITE DIGITAL PRESERVATION OF
HISTORICAL CITY COUNCIL MINUTES,
ORDINANCES, EASEMENTS, RESOLUTIONS
&
DEVELOPMENT OF AN ON-LINE CITY HISTORICAL
DOCUMENT ARCHIVE**

Proposal #11202022P1V3

December 21, 2022

Prepared for:

City of Jackson
101 Court St.
Jackson, MO 63755

Liza Walker
City Clerk/Treasurer
573.243.3568
lwalker@jacksonmo.org

Confidential © 2022 ArcaSearch
www.arcasearch.com

OVERVIEW

ArcaSearch is pleased to be considered as a digital archiving and processing partner with the City of Jackson. Enclosed you will find our response to your request for a proposal including project benefits, record group/product details, estimated timing, estimated costs, and agreement terms.

- Approximate Images 29,125
- Date Range 1874 through Unknown
- Image Size 08.5” x 14”, some as large as 13.5” x 18”
- Condition Unknown
- Bindery Bound, Pinned and Loose Pages
- Image Capture RGB
- Image Resolution 300 DPI
- OCR Yes, of Typed Text
- File Format Web Optimized PDF-A Files & JPEG Thumbnail Images
- Delivery Single and Two-Page Spread
- Metadata Defined in product categories
- Work Location Materials to be digitized at Client Location

Project Benefits for City of Jackson:

- Digital preservation & back-up protection of historical original books & documents from loss due to fire, water events or general deterioration
- Improved public access with a link on the City’s website to historical City Council Minutes, Ordinances, Easements & Resolutions for **greater transparency**
- Minimizes physical traffic to the office creating a **safer health experience** for staff and the Public
- **Staff efficiencies** (reduced costs) on research requests with enhanced search tools such as Word Search (Names, Events, Vendors, Topics, etc.) to locate relevant pages
- Establishes a new Searchable City of Jackson Historical Document Archive for ongoing consistency of archiving practices
- Image quality enhancement of original documents into a high-resolution, **color image**
- Reduces internal IT support & costs with a hosted Searchable Archive

PRODUCT CATEGORIES

#1 – City Council Minutes

- 11,000 Images
- Date range – 1874 through Unknown
- Image size – 12” x 18”, some as large as 13.5” x 18”
- Books – 22
- Bindery – Bound (2), Pinned (20)
- Condition – Unknown
- OCR – Yes, of Typed Text
- Delivery – Single Page & Two-Page Spread
- Metadata – Book Name, Year, Actual & Sequential Page Number

Key Notes:

- Bound books presented in Two-Page Spread format, Pinned books presented in Single-Page format
- Word Search for all typed books
- Ability to sort Word Search results by Year or Decade
- Assumes collection includes 22 books with an average of 500 pages per book
- Any attachments will be captured where located within the book

#2 – Index to City Council Minutes

- 2,400 Images
- Date range – 1874 through Unknown
- Image size – 12” x 18”, some as large as 13.5” x 18”
- Books – 6
- Bindery – Bound (2), Pinned (4)
- Condition – Unknown
- OCR – Yes, of Typed Text
- Delivery – Single Page & Two-Page Spread
- Metadata – Book Name, Alpha Character, Sequential Page Number

Key Notes:

- Bound books presented in Two-Page Spread format, Pinned books presented in Single-Page format
- Word Search for all typed books
- Assumes collection includes 6 books with an average of 400 pages per book
- Browse filter by: Alpha Letter

#3 – City Ordinances

- 8,250 Images
- Date range – 1874 through Unknown
- Image size – 08.5” x 14”, some as large as 13.5” x 18”
- Bindery – Loose Pages
- Condition – Unknown
- OCR – Yes, of Typed Text
- Delivery – Single Page
- Metadata – Book Name, Year, Ordinance Number, Sequential Page Number

Key Notes:

- Word Search for all typed books & loose pages
- Ability to sort Word Search results by Year or Decade
- Direct Documents Access by: Ordinance Number
- Assumes collection includes 5, cabinet drawers totaling 55” and estimating 150 pages per inch
- All pages stapled together will receive the same Ordinance #
- Ordinance # is handwritten on lead page and circled
- ArcaSearch will provide document preparation of loose documents including unfolding and removing staples and re-folding post-capture, but customer will be responsible for any re-affixing of fasteners

#4 – Index to City Ordinances

- 1,200 Images
- Date range – 1874 through Unknown
- Image size – 12” x 18”, some as large as 13.5” x 18”
- Books – 3
- Bindery – Bound (1), Pinned (2)
- Condition – Unknown
- OCR – Yes, of Typed Text
- Delivery – Single Page & Two-Page Spread
- Metadata – Book Name, Alpha Character, Sequential Page Number.

Key Notes:

- Bound books presented in Two-Page Spread format, Pinned books presented in Single-Page format
- Word Search for all typed books
- Assumes collection includes 3 books with an average of 400 pages per book
- Browse filter by: Alpha Letter

#5 – City Easements

- 4,875 Images
- Date range – Unknown
- Image size – 08.5” x 14”
- Bindery – Loose Pages
- Condition – Unknown
- OCR – Yes, of Typed Text
- Delivery – Single Page
- Metadata – Easement Date, Sequential Page Number

KEY NOTES:

- Word Search for all typed pages
- Ability to sort Word Search results by Year or Decade
- Assumes collection includes 3, cabinet drawers totaling 32.5” and estimating 150 pages per inch
- All pages stapled together will receive the same Easement Date
- ArcaSearch will provide document preparation of loose documents including unfolding and removing staples and re-folding post-capture, but customer will be responsible for any re-affixing of fasteners

#6 – City Resolutions

- 1,400 Images
- Date range – Unknown
- Image size – 08.5” x 14”
- Bindery – Loose Pages
- Condition – Unknown
- OCR – Yes, of Typed Text
- Delivery – Single Page
- Metadata – Year, Resolution Number, Sequential Page Number

KEY NOTES:

- Word Search for all typed pages
- Ability to sort Word Search results by Year or Decade
- Direct Documents Access by: Resolution Number
- Assumes collection includes an estimating 350 Resolutions @ 4 pages per Resolution
- All pages stapled together will receive the same Resolution Number
- ArcaSearch will provide document preparation of loose documents including unfolding and removing staples and re-folding post-capture, but customer will be responsible for any re-affixing of fasteners

ARCASEARCH DIGITAL ARCHIVING

As your digital archiving partner, we provide project management and will use ArcaSearch technology/personnel to:

- Digitize images from provided materials
- Optimize PDF for viewing/searching within the Compass Eclipse Research System using patented technology
- Provide two complete sets of Web Optimized PDF-A Files and JPEG Thumbnail Images on external hardware upon receiving final payment for project

We look forward to working with the **City of Jackson**. Below are a few items ArcaSearch will need to begin your project.

- Notify ArcaSearch of any scheduling requirements
- Provide a minimum of 14' x 20' space to be utilized for image capture equipment accessible by ramp or elevator with a minimum door entry width of 32 inches
- Allocated space will need to have standard office outlets, minimum of six 15 Amps
- Provide access to high speed internet, to include VPN permissions
- Allow ArcaSearch staff access to building during business hours

ESTIMATED TIMING

The following is a timeline for your planning purposes.

The scheduled start month will be determined after receipt of the signed contract, down payment, completion of the job plan (if applicable) signed by both parties. Any discrepancies will be resolved before the start of the project.

ArcaSearch anticipates the start date to be within 12 months from the receipt of down payment.

Please allow 5 months for project's completion.

COMPASS ECLIPSE RESEARCH SYSTEM

The core technology employed in the updated Compass Eclipse Research System has proven to be the single most cost-effective solution to historic-records management. The Compass Eclipse Research System is adapted to the specific requirements of each individual for the secure preservation and ready access of its document archives.

Your annual software subscription includes web-hosting of your archive digitized by ArcaSearch. With ArcaSearch hosting the archive, you will avoid capital equipment costs and minimize the impact on local network infrastructure and personnel. You simply need a connection to the Internet and a few basic system requirements.

System Requirements

PC: Windows 7 or newer, macOS, or Linux operating system recommended

PC: Chromium based browser (Google Chrome, Microsoft Edge, etc...)

Pop up blockers should be disabled for optimum viewing

Product Modules

A product is comprised of a single category of materials. The key to a user-friendly research application is to search and navigate information by product types, both separately and aggregated. The Compass Eclipse Research System will provide access to your archive that will satisfy the advanced researcher.

Digital Archive Hosting

With ArcaSearch hosting the archive, you are avoiding capital equipment costs and minimizing the impact on local network infrastructure and IT personnel. ArcaSearch ensures worry-free operation of the archive and will perform all maintenance and update actions. Your archive is protected from unauthorized access by your choice of security control: IP address registration, username/password or your own intranet protocols.

Technology Updates

Updates are crucial to maintaining a functional archival delivery system. Our cloud-based application assures that your service will operate properly when change comes.

Service Level

ArcaSearch maintains a 99.9 percent “up time” during business hours year-round for its hosted client services. Maintenance is performed during off-hours. In the unlikely event maintenance shut-down is required during regular business hours; the client will receive advance notice of the reason and expected duration. Unexpected service interruptions, historically are limited in duration and service is quickly restored. At these times, communication and coordination with our clients is of the utmost importance.

STANDARD FEATURES OF THE COMPASS ECLIPSE RESEARCH SYSTEM

Hosting your Research site at a secure location

ArcaSearch has elected to host your site link at the highly secure Level 4, 511 data center building in downtown Minneapolis for security, service redundancy and to minimize downtime.

Authentication & Access Options

We offer a broad selection of authentication features such as public and premium(private) access. Users can decide if they want a single option access to their research site or a tiered level access which separates access privileges to users. This authentication process includes a multifaceted feature that includes username/password challenge and ip filtering

End User Technical Support

A service provided by ArcaSearch to work with technical questions and problems related to the Compass Eclipse Research System in its current configuration to end users. Technical Support does not include generic computer, software, or internet training or third-party users.

Phone and Email Support

Phone and email support are available Monday through Friday 8am – 4:30pm CST

Data Management and Storage

ArcaSearch will provide 2 forms of back-up hardware for storage and transfer of Web Optimized PDF-A Files and JPEG Thumbnail Images to be used as the final repository at client location. The hardware will remain the property of the client. Additional file back-ups are available. Price dependent on the request of files to be duplicated.

TERMS AND CONDITIONS

Document Care

ArcaSearch will exercise great professional care in preserving and digitizing the documents of the Client, as ArcaSearch performs this project. Client will not hold ArcaSearch responsible for any damage sustained to original documents, aperture cards or microfilm, due to fire, water damage, natural disaster or *force majeure* while on premises of the Client. The parties acknowledge that some of the original documents are of such age as to have been torn from past handling, and brittle, so as to be subject to splits and tears upon handling. Client will not hold ArcaSearch responsible for any incidental damage in handling of the documents, except for any damage alleged to be caused by the negligence of ArcaSearch employees and its subcontractors.

Confidentiality

Subject to provisions of the Freedom of Information Act (5 U.S.C. § 552) and any conforming statutes of the state in which this Proposal is executed, the parties and their attorneys shall keep the specific terms, conditions and covenants of this Proposal confidential except:

- i. Where mutually agreed to in writing by the parties;
- ii. Where necessary to share such information with the parties' accountants or attorneys;
- iii. Where disclosure to a government entity is required; or
- iv. Where disclosure is ordered by a court of competent jurisdiction.

The parties and their attorneys shall not communicate with anyone associated with any media or publication entities concerning the terms of this Proposal. This confidentiality provision is a material term of this document, and its violation shall constitute a breach of this Proposal.

Content of Documents

Client shall be solely responsible for the content of documents to be duplicated, digitized, printed and/or preserved by ArcaSearch in the performance of this agreement. ArcaSearch will not be responsible for payment of any claims or damages alleging content of said documents or records to be defamatory, or to violate or infringe upon the rights of third parties.

Limitation of Liability

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

Insurance requirements:

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

Defenses

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

Law and Venue

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

Entire Agreement

The Agreement contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Agreement may be changed only by an instrument in writing signed by the party against whom enforcement of such change is sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

Assigns and Successors

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

Sublet

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

Exhibits

All exhibits attached to the Agreement are incorporated herein as if fully set forth.

Warranty

ArcaSearch warrants and represents that all products or deliverables specified and furnished by or through ArcaSearch under this agreement meet the completion criteria set forth in this agreement, and that services will be provided in a workmanlike manner in accordance with industry standards.

Termination

During the terms of this agreement for this archive project, both ArcaSearch and Client will have the right to terminate this agreement for cause with 30 days written notice. Terms giving either party just cause to terminate are as follows: If one of the parties does not adhere to the responsibilities set forth in this agreement, and/or if payment(s) has not been made in accordance with terms of this agreement. Client may also terminate without cause if funding becomes unavailable. In the event of termination, for this, or any other reason, resulting in an underage between the estimated image count represented in this proposal and the actual image count, the difference will be priced at an adjusted rate of 70 percent of the per page rate used to determine the estimated project price in this proposal. (Estimated project price divided by the estimated image count equals per page rate) The decrease-allowance shall not be more 80 percent of the proposal total.

Client will receive a prorated refund on the annual fee if the agreement is terminated prior to yearly renewal.

Terms and conditions may be updated annually.

PRICING

Project Estimating

In consultation with our clients, ArcaSearch experienced sales representatives and technicians make every effort to accurately estimate the number of documents and other items in the proposed digital archive. This estimate is one of the primary components in the overall proposal ArcaSearch presents to its customers. Final invoice will reflect the actual number of images at the completion of this project. Additional images over the estimated image count for this project will be priced at the per page rate of this project.

Payment Terms

ArcaSearch will invoice 50 percent of the project price upon receipt of this signed proposal. Final payment of the project will be invoiced upon completion and final acceptance from the customer. Applicable local and federal tax will be applied in addition to proposal price. Failure to pay an invoice within 90 days of invoice date may result in access termination of your research site.

Oversized Documents and Inserts

Maximum page size for this proposal is 15 inches x 23 inches. Individual books containing separate oversized supporting documents or loosely oversized inserted images other than what has already been identified in this proposal will be billed at rate of \$9.50 per image.

Additional Programming

Additional programming, beyond the scope of this proposal will be billed at \$225/hour with 1-hour minimum. ArcaSearch will do our best at providing you the highest quality searchable image when digital images have been provided to us to be added to our research site. We are not responsible for missing images or naming errors on images that are provided to us in a digital born format or paper to digital format.

By signing this agreement for **Proposal #11202022P1V3** you are acknowledging that you have read, understand and agree to the terms presented in this document. No understanding exists other than those expressed in this agreement. This proposal is valid for 6 months from its issuance and supersedes all previous proposals or agreements.

PROJECT PRICE

- **Estimated Project Price: \$34,787**

Includes:

- Patented document creation process delivers the highest OCR accuracy possible, without sacrificing the visual integrity of the final PDF files
- Compass Eclipse Research Site build
- Two-step verification process for image quality and accuracy
- Two complete copies of your archived files on external media as outlined on page 3
- Includes the first year of the Compass Eclipse Research System Annual Fee

ANNUAL FEE

- **Compass Eclipse Research System Annual fee for the Second Year: \$3,917**

Includes:

- A complete, integrated document digital archival and retrieval system
 - User friendly
 - Clipboard Feature
 - Fast Searching Capabilities
 - Maintained and updated
- Hosting your research site in a nationally recognized data center
- Diverse Authentication & Site Access Options
- Unlimited users
- End User Technical Support through site tutorials, email and phone
- Patented process delivers high quality images at unprecedented speeds without sacrificing image quality or accuracy of OCR results

ACCEPTED BY:

Client: _____ Date: _____
Mayor

Client: _____ Date: _____
City Clerk

For ArcaSearch: T. Hoekstra Date: 01.19.2023
ArcaSearch

CONTACT INFORMATION:

David Frank
Document Preservation Consultant
ArcaSearch, LLC
22517 178th Ave., Suite D
Cold Spring, MN 56320
320.282.4375
david.frank@arcasearch.com

Tammy Hoekstra
Customer Service Manager
ArcaSearch, LLC
22517 178th Ave., Suite D
Cold Spring, MN 56320
800.846.9433
tammy.hoekstra@arcasearch.com

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *ARCASEARCH MISSOURI LLC, OF SAINT CLOUD, MINNESOTA*, RELATIVE TO THE *CITY ARCHIVE PRESERVATION 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 **ArcaSearch Missouri LLC, of Saint Cloud, Minnesota**. 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: February 6, 2023.

SECOND READING: February 6, 2023.

PASSED AND APPROVED this 6th day of February, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE GRANTING A TIME EXTENSION FOR A SPECIAL USE PERMIT FOR CERTAIN PROPERTY IN THE CITY OF JACKSON, MISSOURI; ALL IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission previously considered a Bill and Ordinance for a special use permit for property described as 2502 East Jackson Boulevard; and,

WHEREAS, a public hearing was held on said special use permit in accordance with Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, a special use permit was approved for the installation of two 75 sq. ft. oversized attached signs in a C-2 General Commercial District at 2502 East Jackson Boulevard by virtue of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri in **BILL NO. 22-50, ORDINANCE NO. 22-84** on May 16, 2022, attached hereto and made a part hereof as Exhibit A; and,

WHEREAS, the special use permit included conditions that if construction is required that the special use permit shall expire in the event construction does not commence within six months of the date of issuance of the special use permit and is not completed within two years of the issuance of the permit, and

WHEREAS, applicant is now requesting an extension of time to install the two 75 sq. ft. oversized attached signs; and

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, has decided it is in the best interests of the citizens of the City of Jackson, Missouri, to grant the requested time extension.

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

Section 1. That the applicant’s request to extend the time to install the two 75 sq. ft. oversized attached signs as approved in **BILL NO. 22-50, ORDINANCE NO. 22-48** is granted.

Section 2. That applicant shall have until July 31, 2023 to commence construction and to complete construction within two years of February 6, 2023, the date the extension was granted.

Section 3. That the granting of this extension of time is subject to the same terms and conditions as those stated in **BILL NO. 22-50, ORDINANCE NO. 22-48**, approved on May 16, 2022 not otherwise amended herein.

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: February 6, 2023.

SECOND READING: February 6, 2023.

PASSED AND APPROVED this 6th day of February, 2023, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. 22-50

ORDINANCE NO. 22-48

AN ORDINANCE APPROVING THE PROPOSED REZONING FOR A SPECIAL USE PERMIT FOR CERTAIN PROPERTY IN THE CITY OF JACKSON, MISSOURI, DESCRIBED IN EXHIBIT A; SETTING FORTH THE AREA FOR SPECIAL USE AND THE CONDITIONS OF SPECIAL USE; ALL IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, the City Board and the Planning and Zoning Commission have considered a proposed rezoning and/or special use permit for property described as 2502 East Jackson Boulevard, as set out in Exhibit A which is attached hereto and incorporated herein by reference; and,

WHEREAS, a public hearing was held on said rezoning and/or special use permit in accordance with Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, a special use permit for two 75 sq. ft. oversized attached signs in a C-2 General Commercial District at 2502 East Jackson Boulevard may be granted by virtue of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, after duly considering the recommendations of the City Planning and Zoning Commission and other input received at the required public hearing, the Board of Aldermen of the City of Jackson, Missouri, has decided it is in the best interests of the citizens of the City of Jackson, Missouri, to grant a special use for said property.

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

Section 1. That an application for a special use permit, which said application is marked Exhibit A and attached hereto, is hereby approved, and a special use permit is hereby issued to Aldi Inc., Applicant.

- 2 -

Section 2. That the property set forth in Exhibit A is hereby granted a special use permit for two 75 sq. ft. oversized attached signs in a C-2 General Commercial District at 2502 East Jackson Boulevard.

The aforesaid special use permit is subject to the following specific conditions: compliance with all ordinances of the City of Jackson, Missouri, except as specifically varied or waived by this special use permit.

Section 3. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to indicate on the "Official Zoning District Map" of the City of Jackson, Missouri, the above special use permit and the date of issuance thereof and to certify same and to keep said map on file in the office of the City Clerk and a copy displayed in City Hall, City of Jackson, Missouri; and that said City Clerk is further directed to indicate on said "Official Zoning District Map" the existence of special conditions on the use of the aforesaid property.

Section 4. Violation of the special conditions listed above shall result in revocation of the special use permit and/or prosecution and/or fine under the zoning ordinances.

Section 5. This special use permit is issued to the applicant and shall not be assigned or otherwise transferred by said applicant. This special use permit runs with the applicant and not the land.

Section 6. If construction is required for the special use granted hereunder, this special use permit shall expire in the event construction does not commence within six months of the date of issuance of this special use permit and is not completed within two years of the issuance of this permit.

Section 7. 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 8. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: May 16, 2022.

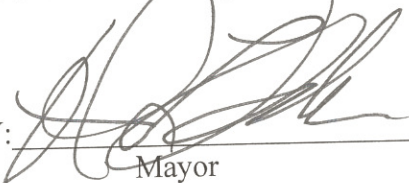
SECOND READING: May 16, 2022.

PASSED AND APPROVED this 16th day of May, 2022, by a vote of 7 ayes, 0 nays, 0 abstentions, and 1 absent.


(SEAL)



CITY OF JACKSON, MISSOURI

BY: 
Mayor

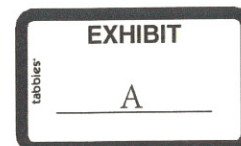
ATTEST:


City Clerk



REZONING / SPECIAL USE PERMIT APPLICATION

City of Jackson, Missouri



APPLICATION DATE: 04/07/22

TYPE OF APPLICATION: ☐ Rezoning ☒ Special Use Permit

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

2502 E Jackson Blvd

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

Property Owner Name(s): LW Kasten Ilc

Mailing Address: 5356 tower hill court

City, State ZIP: Weldon spring Mo 63304

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

Proposed Property Owner(s): Aldi Inc

Mailing Address: 475 Pearl Dr

City, State, ZIP: Ofallon Mo 63366

CONTACT PERSON HANDLING APPLICATION:

Contact Name: George Grindstaff

Mailing Address: 504W Douglas

City, State ZIP: New Douglas IL 62074

Contact's Phone: 314-349-9050

Email Address (if used): Ghg2010@ iCloud.com

CURRENT 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 checked="" 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) |

CURRENT USE OF PROPERTY: Empty Lot

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: Aldi Food market

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

Exhibit A

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.

The square footage needed for each building sign is 75 ft.² there's two signs total this is a standard Aldi signage


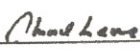
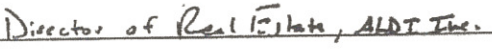

It is accurately designed for the building design of the store which gives Best Visibility of the front entrance of the store

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.)

		
<small>DocuSigned by:</small>		
	Kevin S Manes	Manager, L.W. Kasten Properties, LLC
<small>331B9B1DA5CC47D...</small>		

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

EXHIBIT A
LEGAL DESCRIPTION OF PROPERTY

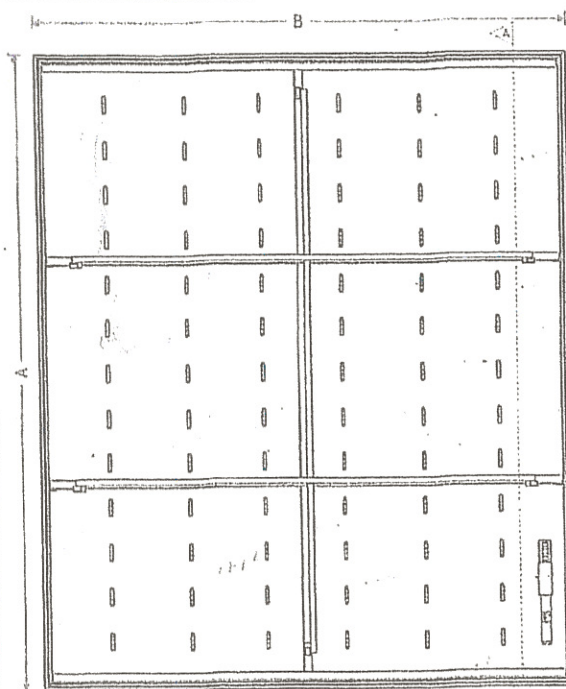
THAT PART OF FRACTIONAL SECTION 7 AND PART OF U.S.P. SURVEY 782, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID FRACTIONAL SECTION 7; THENCE NORTH 83°00'00" WEST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 7, ALSO BEING THE NORTH LINE OF SAID U.S.P. SURVEY 782, 1,032.30 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 61 (JACKSON BOULEVARD); THENCE NORTH 58°03'00" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 43.70 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 25°57'00" EAST, 400.00 FEET; THENCE SOUTH 58°03'00" EAST, 290.16 FEET FOR THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING, NORTH 76°56'07" EAST, 221.18 FEET; THENCE SOUTH 06°58'22" WEST, 354.37 FEET; THENCE SOUTH 09°18'08" WEST, 252.49 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 58°03'00" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 361.41 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 25°57'00" EAST, 400.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.13 ACRES, MORE OR LESS.

AND, THAT PART OF FRACTIONAL SECTION 7 AND PART OF U.S.P. SURVEY 782, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID FRACTIONAL SECTION 7; THENCE NORTH 83°00'00" WEST ALONG THE SOUTH LINE OF SAID FRACTIONAL SECTION 7, ALSO BEING THE NORTH LINE OF SAID U.S.P. SURVEY 782, 1,032.30 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MISSOURI STATE HIGHWAY 61 (JACKSON BOULEVARD); THENCE NORTH 58°03'00" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 43.70 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 25°57'00" EAST, 400.00 FEET; THENCE SOUTH 58°03'00" EAST, 290.16 FEET FOR THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING, SOUTH 25°57'00" WEST, 400.00 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 58°03'00" WEST ALONG NORTH RIGHT OF WAY LINE, 41.81 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 31°57'00" EAST, 397.87 FEET TO THE POINT OF BEGINNING AND CONTAINING 8,317 SQUARE FEET, 0.191 ACRES, MORE OR LESS.

[illegible]



FRAME & LAMP DETAIL
NOT TO SCALE

SIGN B AND C:
BUILDING SIGN

CPE RETENTION
DETAIL



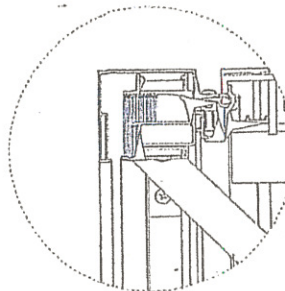
CROSS SECTION A-A
NOT TO SCALE

SPECIFICATIONS

- SIGN COMP 9 1/4" DEEP EXTRUDED ALUMINUM CONSTRUCTION
- SIGN COMP #2025 SINGLE FACE BODY ALUMINUM EXTRUSION
- SIGN COMP #3075 DUAL FRAME COVER ALUMINUM EXTRUSION
- SIGN COMP #2065 DUAL FRAME ALUMINUM EXTRUSION
- FACE HINGED FOR SERVICE ACCESS
- .040" ALUMINUM BACK
- EXTERIOR FINISH: ALDI SLATE GRAY
- INTERIOR FINISH: REFLECTIVE WHITE
- DISCONNECT SWITCH LOCATED INSIDE CABINET
- GE 4100K WHITE LED'S AS REQUIRED
- U.L. LISTED
- MOUNTING: FLUSH WALL MOUNT
- 3M ENVISION FS-1 FLEXIBLE FACE
- DIGITALLY PRINTED DECORATION (1ST SURFACE)



GRAPHIC DETAIL
NOT TO SCALE



RETENTION DETAIL
NOT TO SCALE

ALDI SINGLE FACE WALL SIGN STANDARD SIZES					
ITEM NUMBER	CABINET HEIGHT	CABINET LENGTH	CABINET DEPTH	ELECTRICAL REQUIREMENTS	SQUARE FOOTAGE
	A	B	C		
ALD20-9X7SF5SGN-S	9'-5 1/2"	7'-11 1/8"	9 1/4"	(1) 20A/120V CIRCUIT	74.98

Customer:

ALDI

Date:

07/21/20

Prepared By:

RA

Modeled By:

RS

Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a reference to the drawing with the note.

Revision:

-

File Name:

ALD SINGLE FACE WALL SIGNS

persona
SIGNS | LIGHTING | IMAGE

DISTRIBUTED BY SIGN UP COMPANY
700 21st Street Southwest
PO Box 210
Watertown, SD 57201-0210
1.800.843.9888 - www.personasigns.com



2502 East Jackson Boulevard
Location Map

4/8/2022 / jls



2502 East Jackson Boulevard
Properties Within 185'

4/8/2022 / jls



City of Jackson

CITY OF JACKSON, MISSOURI BOARD OF ALDERMEN SPECIAL USE PERMIT REQUEST: FINDINGS AND CONCLUSIONS

The Board of Aldermen of Jackson, Missouri hereby notifies the applicant and the public of it's action taken on May 16, 2022, at a regular meeting in consideration of the following:

Special Use Permit for oversized signs in a C-2 General Commercial District for two 75' sq. ft. attached signs at 2502 East Jackson Boulevard

Applicant: **ALDI, Inc.**

Filing Date of Application/Fee: **April 7, 2022**

Submission Date of Application to Board: **May 16, 2022**

Public Hearing Date: **May 11, 2022 (Planning & Zoning)**

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 ☐
- 2.Generally conforms with City Comprehensive Plan: ☐ Yes ☐
- 3.Generally conforms with Major Street Plan: ☐ Yes ☐

Board of Aldermen Findings:Yes/No

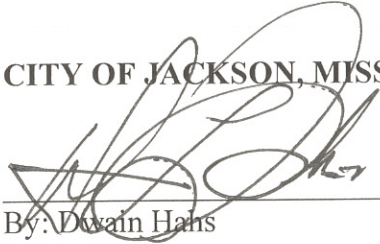
- 1.Creates adverse effects on adjacent property: ☐ No ☐
- 2.Creates adverse effects on traffic movement or safety: ☐ No ☐
- 3.Creates adverse effects on fire safety: ☐ No ☐
- 4.Creates adverse effects on public utilities: ☐ No ☐
- 5.Creates adverse effects on general health and welfare: ☐ No ☐

Following consideration of testimony, comments, exhibits and file contents, the Board of Aldermen duly deliberated the facts pertaining to the proposal and issued the following findings of fact and conclusions:

THE ABOVE APPLICATION IS:

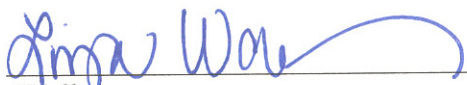
 X Approved
 Disapproved
 Approved with conditions specified below

By a roll call of 7 ayes, 0 nays, 0 abstentions and 1 absent this 16th day of May, 2022.

CITY OF JACKSON, MISSOURI

By: Dwayne Halls
Mayor



ATTEST:

By: 
Liza Walker
City Clerk

*Deed of Dedication – The Jerry J. and Linda K. Jansen Revocable Trust
South Old Orchard Road Lateral Sewer District Project*

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ATTEST TO THE CITY’S ACCEPTANCE OF CERTAIN PROPERTY DEEDED TO THE CITY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED SANITARY SEWER EASEMENT DEED.

WHEREAS, **The Jerry J. and Linda K. Jansen Revocable Trust Dated October 16, 2018, of Jackson, Missouri**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Sanitary Sewer Easement Deed, attached hereto.

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

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

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

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

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

FIRST READING: February 6, 2023.

SECOND READING: February 6, 2023.

PASSED AND APPROVED this 6th day of February, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk

EXHIBIT

A

TITLE OF DOCUMENT: SANITARY SEWER EASEMENT DEED

DATE OF DOCUMENT: JANUARY 26, 2023

GRANTOR: THE JERRY J. AND LINDA K.
JANSEN REVOCABLE TRUST DATED
OCTOBER 16, 2018

GRANTORS MAILING ADDRESS: 4236 COUNTY ROAD 306
JACKSON, MISSOURI 63755

GRANTORS DEED RECORDING: DOCUMENT NO. 2018-11569

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

PROPERTY ADDRESS: 4236 COUNTY ROAD 306
JACKSON, MISSOURI 63755

LEGAL DESCRIPTION OF EASEMENT: SEE PAGES 1 & 2 OF DEED

DEED OF DEDICATION **SANITARY SEWER EASEMENT**

THIS DEED, made and entered into this 26th day of January, 2023, by and between **THE JERRY J. AND LINDA K. JANSEN REVOCABLE TRUST DATED OCTOBER 16, 2018**, of the County of Cape Girardeau, State of Missouri, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of \$14,993.00 and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

To construct, maintain, repair, replace, and operate a sanitary sewer line and necessary appurtenances thereto over, upon, across, under, in, and through the following described real estate situated in the County of Cape Girardeau and State of Missouri, to-wit:

Permanent Easement:

THAT PART OF U.S.P.S. 202 AND U.S.P.S. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 20°24'55" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 04°33'22" WEST 63.86 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 04°33'22" WEST, 20.10 FEET; THENCE NORTH 79°45'16" WEST, 287.89 FEET; THENCE NORTH 65°37'02" WEST, 403.27 FEET; THENCE NORTH 42°41'00" WEST, 44.13 FEET; THENCE NORTH 40°30'17" EAST, 20.14 FEET; THENCE SOUTH 42°41'00" EAST, 42.46 FEET; THENCE SOUTH 65°37'02" EAST, 396.73 FEET; THENCE SOUTH 79°45'16" EAST, 283.42 FEET TO THE POINT OF BEGINNING AND CONTAINING 14,579 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

Temporary Easement:

THAT PART OF U.S.P.S. 202 AND U.S.P.S. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 20°24'55" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 04°33'22" WEST 63.86 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 79°45'16" WEST, 283.42 FEET; THENCE NORTH 65°37'02" WEST, 396.73 FEET; THENCE NORTH 42°41'00" WEST, 42.46 FEET; THENCE NORTH 40°30'17" EAST, 15.11 FEET; THENCE SOUTH 42°41'00" EAST, 41.21 FEET; THENCE SOUTH 65°37'02" EAST, 391.83 FEET; THENCE SOUTH 79°45'16" EAST, 280.07 FEET; THENCE SOUTH 04°33'22" WEST, 15.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 10,768 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

TO HAVE AND TO HOLD the said **EASEMENT**, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs and assigns forever.

IN CONSIDERATION OF THE FOREGOING, the parties mutually agree as follows:

1. The Grantee agrees that the use hereby granted shall be limited exclusively to utility facilities and uses incidental thereto.
2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all claims and actions at law and in equity which may arise out of, or as a consequence of negligence of the Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing and utilizing the easement granted hereunder.
3. The Grantor hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantor shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Grantee.
4. The Grantor agrees that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and

that the owner's interest in the easement premises shall be protected to the same extent as hereunder.

5. The Grantee agrees to restore the four permanent fences and the surface of the ground to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable.

6. The Grantee agrees to install one (1) wye on the main sewer line for the future connection of the Grantor's house.

7. The Grantee agrees to install a temporary fence with 4 strands of barb wire or smooth line installed by contractor during construction of the sewer line to keep animals in their paddocks.

8. The Grantee agrees to install two (2) new 12' wide farm gates on the new permanent fence.

[Remainder of page intentionally left blank. Signatures appear on following page.]

IN WITNESS WHEREOF, the said Grantor has executed these presents this 26 day of JANUARY, 2023.

THE JERRY J. AND LINDA K. JANSEN REVOCABLE TRUST DATED OCTOBER 16, 2018

By: Jerry J. Jansen
JERRY J. JANSEN, TRUSTEE

By: Linda K. Jansen
LINDA K. JANSEN, TRUSTEE

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

On this 26th day of January, 2023, before me personally appeared Jerry J. Jansen and Linda K. Jansen, Trustees of The Jerry J. and Linda K. Jansen Revocable Trust Dated October 16, 2018, to me known to be the persons described in and who executed the foregoing instrument in accordance with the terms of said trust and acknowledged to me that they executed the same as their free act and deed as such Trustees; and that said trust has not been terminated or revoked and is still in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

Rodney W. Bollinger

Rodney W. Bollinger, Notary Public
State of Missouri
County of Cape Girardeau
My term expires: May 13, 2024



RODNEY W. BOLLINGER
My Commission Expires
May 13, 2024
Cape Girardeau County
Commission #12473742

EASEMENT EXHIBIT FOR THE CITY OF JACKSON

THAT PART OF U.S.P.S. 202 AND U.S.P.S. 788 SECTION 9, TOWNSHIP 31 NORTH,
RANGE 13 EAST, CAPE GIRARDEAU COUNTY, STATE OF MISSOURI.



Legend

- TE — PROPOSED PERMANENT SANITARY SEWER EASEMENT
- TC — PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- A — AREA IN PERMANENT EASEMENT
- T — AREA IN TEMPORARY EASEMENT
- ◆ POINT OF BEGINNING OF TEMPORARY EASEMENT 1 FOR HAHN
- ◆ POINT OF BEGINNING OF TEMPORARY EASEMENT 2 FOR HAHN
- ◆ POINT OF BEGINNING OF TEMPORARY EASEMENT AND PERMANENT EASEMENT FOR JANSEN AND PERMANENT EASEMENT FOR HAHN
- ◆ POINT OF BEGINNING OF TEMPORARY EASEMENT AND PERMANENT EASEMENT FOR BRANDES
- ◆ POINT OF BEGINNING OF TEMPORARY EASEMENT AND PERMANENT EASEMENT FOR JAHN

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N41° 30' 57"E	32.32'
L2	S48° 23' 03"E	15.00'
L3	(N)N41° 30' 57"E	42.95'
L4	(N)N41° 30' 57"E	5.58'
L5	S48° 23' 03"E	20.00'
L6	S48° 23' 03"E	15.00'
L7	(N)N41° 30' 57"E	39.48'
L8	(N)N41° 30' 57"E	40.36'
L9	(N)N41° 30' 57"E	36.32'
L10	N14° 30' 57"E	19.40'
L11	N89° 43' 28"E	13.95'
L12	N14° 30' 57"E	11.22'

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT FROM SUSAN R. JAHN

THAT PART OF U.S.P.S. 202, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 27°43'05" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S. 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 33°27'05" WEST, 68.66 FEET; THENCE NORTH 79°45'10" WEST, 28.42 FEET; THENCE NORTH 83°57'05" WEST, 386.73 FEET; THENCE NORTH 42°41'00" WEST, 397.34 FEET; THENCE NORTH 34°52'05" WEST, 77.72 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 38°30'05" WEST, 38.92 FEET; THENCE NORTH 14°30'57" EAST, 18.40 FEET; THENCE SOUTH 38°30'05" EAST, 41.89 FEET; THENCE SOUTH 42°41'00" WEST, 17.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 822 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT FROM SUSAN R. JAHN

THAT PART OF U.S.P.S. 202, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 27°43'05" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S. 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 33°27'05" WEST, 68.66 FEET; THENCE NORTH 79°45'10" WEST, 28.42 FEET; THENCE NORTH 83°57'05" WEST, 386.73 FEET; THENCE NORTH 42°41'00" WEST, 397.34 FEET; THENCE NORTH 34°52'05" WEST, 77.72 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 38°30'05" WEST, 38.92 FEET; THENCE NORTH 14°30'57" EAST, 18.40 FEET; THENCE SOUTH 38°30'05" EAST, 41.89 FEET; THENCE SOUTH 42°41'00" WEST, 17.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 822 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

KOEHLER
Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: (573) 335 - 3026 Fax: (573) 335 - 3048

DRAWN BY:	ALEX RICHMOND	REV/DAT:		DATE:	
CHECKED BY:	CHRISTOPHER KOEHLER				
ISSUED DATE:	FEBRUARY 2022				
DRAWING NO:	38182				

N/F
SUSAN R. JAHN
DEED BOOK 1049 PAGE 634

N/F
THE BRANDES FAMILY
PROTECTION TRUST
DOC. 2017-11952

N/F
GERALD J. JANSEN AND
LINDA K. JANSEN REV. TRUST
DOC. 2018-11569

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT 1 FROM KIRBY J. HAHN TRUST

THAT PART OF U.S.P.S. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 27°43'05" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S. 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 33°27'05" WEST, 68.66 FEET; THENCE NORTH 79°45'10" WEST, 28.42 FEET; THENCE NORTH 83°57'05" WEST, 386.73 FEET; THENCE NORTH 42°41'00" WEST, 397.34 FEET; THENCE NORTH 34°52'05" WEST, 77.72 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT 2 FROM KIRBY J. HAHN TRUST

THAT PART OF U.S.P.S. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 27°43'05" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S. 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 33°27'05" WEST, 68.66 FEET; THENCE NORTH 79°45'10" WEST, 28.42 FEET; THENCE NORTH 83°57'05" WEST, 386.73 FEET; THENCE NORTH 42°41'00" WEST, 397.34 FEET; THENCE NORTH 34°52'05" WEST, 77.72 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF SANITARY SEWER EASEMENT FROM KIRBY J. HAHN TRUST

THAT PART OF U.S.P.S. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 27°43'05" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S. 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 33°27'05" WEST, 68.66 FEET; THENCE NORTH 79°45'10" WEST, 28.42 FEET; THENCE NORTH 83°57'05" WEST, 386.73 FEET; THENCE NORTH 42°41'00" WEST, 397.34 FEET; THENCE NORTH 34°52'05" WEST, 77.72 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 38°30'05" WEST, 38.92 FEET; THENCE NORTH 14°30'57" EAST, 18.40 FEET; THENCE SOUTH 38°30'05" EAST, 41.89 FEET; THENCE SOUTH 42°41'00" WEST, 17.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 822 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT FROM JERRY J. AND LINDA K. JANSEN REVOCABLE TRUST

THAT PART OF U.S.P.S. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 27°43'05" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S. 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 33°27'05" WEST, 68.66 FEET; THENCE NORTH 79°45'10" WEST, 28.42 FEET; THENCE NORTH 83°57'05" WEST, 386.73 FEET; THENCE NORTH 42°41'00" WEST, 397.34 FEET; THENCE NORTH 34°52'05" WEST, 77.72 FEET TO THE POINT OF BEGINNING.

DESCRIPTION OF SANITARY SEWER EASEMENT FROM JERRY J. AND LINDA K. JANSEN REVOCABLE TRUST

THAT PART OF U.S.P.S. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 27°43'05" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S. 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 33°27'05" WEST, 68.66 FEET; THENCE NORTH 79°45'10" WEST, 28.42 FEET; THENCE NORTH 83°57'05" WEST, 386.73 FEET; THENCE NORTH 42°41'00" WEST, 397.34 FEET; THENCE NORTH 34°52'05" WEST, 77.72 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 38°30'05" WEST, 38.92 FEET; THENCE NORTH 14°30'57" EAST, 18.40 FEET; THENCE SOUTH 38°30'05" EAST, 41.89 FEET; THENCE SOUTH 42°41'00" WEST, 17.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 822 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT FROM THE BRANDES FAMILY PROTECTION TRUST

THAT PART OF U.S.P.S. 202, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 27°43'05" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S. 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 33°27'05" WEST, 68.66 FEET; THENCE NORTH 79°45'10" WEST, 28.42 FEET; THENCE NORTH 83°57'05" WEST, 386.73 FEET; THENCE NORTH 42°41'00" WEST, 397.34 FEET; THENCE NORTH 34°52'05" WEST, 77.72 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 38°30'05" WEST, 38.92 FEET; THENCE NORTH 14°30'57" EAST, 18.40 FEET; THENCE SOUTH 38°30'05" EAST, 41.89 FEET; THENCE SOUTH 42°41'00" WEST, 17.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 822 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

DESCRIPTION OF SANITARY SEWER EASEMENT FROM THE BRANDES FAMILY PROTECTION TRUST

THAT PART OF U.S.P.S. 202, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 27°43'05" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S. 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 33°27'05" WEST, 68.66 FEET; THENCE NORTH 79°45'10" WEST, 28.42 FEET; THENCE NORTH 83°57'05" WEST, 386.73 FEET; THENCE NORTH 42°41'00" WEST, 397.34 FEET; THENCE NORTH 34°52'05" WEST, 77.72 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 38°30'05" WEST, 38.92 FEET; THENCE NORTH 14°30'57" EAST, 18.40 FEET; THENCE SOUTH 38°30'05" EAST, 41.89 FEET; THENCE SOUTH 42°41'00" WEST, 17.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 822 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

DESCRIPTION OF TEMPORARY CONSTRUCTION EASEMENT FROM THE BRANDES FAMILY PROTECTION TRUST

THAT PART OF U.S.P.S. 202, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 27°43'05" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S. 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 33°27'05" WEST, 68.66 FEET; THENCE NORTH 79°45'10" WEST, 28.42 FEET; THENCE NORTH 83°57'05" WEST, 386.73 FEET; THENCE NORTH 42°41'00" WEST, 397.34 FEET; THENCE NORTH 34°52'05" WEST, 77.72 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 38°30'05" WEST, 38.92 FEET; THENCE NORTH 14°30'57" EAST, 18.40 FEET; THENCE SOUTH 38°30'05" EAST, 41.89 FEET; THENCE SOUTH 42°41'00" WEST, 17.29 FEET TO THE POINT OF BEGINNING AND CONTAINING 822 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.