



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, August 05, 2024 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 July 15, 2024.
3. Motion approving the Minutes of the Special Meeting of July 23, 2024.

FINANCIAL AFFAIRS

4. Motion approving payment of the semimonthly bills.

ACTION ITEMS

Power, Light, and Water Committee

5. Motion to record in the minutes the disposal of City records which have met their retention life and were destroyed in compliance with the guidelines according to the Missouri Secretary of State's Record Retention Schedule, under RSMo 109.230, Subsection 4.
6. Motion approving Change Order No. 3, in the amount of \$12,015.94, to Robinson Industrial, Heavy and Commercial Contracting, Inc. dba RIHC Contracting, of Perryville, Missouri, relative to the Jackson Water Plant Improvements – Phase 2, Project 2D.
7. Bill proposing an Ordinance accepting the dedication of Water Line Easement Deeds from Wilson P. Pais, Church Enterprises, LLC, and Daniel Alvarez Leon, Hilda D. Alvarez-Arambula, Antonio Trejo, and Delia Trejo, relative to the Water System Facility Plan Implementation Project - Phase 2, Project 2E.
8. Bill proposing an Ordinance amending Chapter 3 (Administration) of the Code of Ordinances, relative to removal and hearing procedure for the position of City Administrator.

Street, Sewer, and Cemetery Committee

9. Motion approving Change Order No. 2, in the amount of \$30,160.24, to Putz Construction, LLC, of Millersville, Missouri, relative to the Annual Concrete Pavement Improvement Program.

- [10.](#) Motion accepting the proposal of HR Solutions On-Call, LLC, of Lee's Summit, Missouri, in the amount of \$7,455.60, relative to providing services under the 2024 Employee Wage, Salary, and Benefits Survey.
- [11.](#) Bill proposing an Ordinance authorizing a contractual agreement with HR Solutions On-Call, LLC, relative to the 2024 Employee Wage, Salary, and Benefits Survey.
- [12.](#) Bill proposing an Ordinance accepting the dedication of a Stormwater Detention Basin Easement Deed from Jacob and Nicole Jones, relative to the development of Orchard Town Homes Subdivision.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

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

EXECUTIVE SESSION

Motion to have executive session. Authority is Section 610.021(2), Revised Statutes of Missouri, as amended, relative to leasing, purchase, or sale of real estate; Sections 610.021(3) and Section 610.021(13), relative to personnel; and Section 610.021(12), relative to contracts.

ADJOURN

Posted on 08/02/2024 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, July 15, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Mike Seabaugh, Eric Fraley, Katy Liley, Shana Williams, David Hitt, David Reiminger, and Wanda Young. Present-7; Absent-1: Steve Stroder

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

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

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

Motion to Adopt the Agenda)

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

Public Meeting for the Wastewater)
 Treatment Plant Improvements Project)

Now comes forth a public meeting to discuss plans for the Wastewater Treatment Plant Improvements Project as required by the SRF loan acquired for the project.

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

Now comes forth Ed Sewing of Horner and Shifrin to give a presentation on the Jackson Wastewater Treatment Facility Improvements Project.

Now comes forth Alderman Reiminger to question how much longer before the City needs to buy more property since the plant has been around since the mid-1980s. Ed Sewing replied that it will be a while before more property would need to be purchased because the City currently owns additional property next to the existing site.

Now comes forth City Administrator Jim Roach to question what the next steps of the project are. Ed Sewing states the meeting minutes will be submitted to Missouri Department of Natural Resources, and he hopes to have the project out to bid in the next thirty days.

The Public Meeting is now closed by Mayor Hahs.

Motion to Approve the Minutes of the)
 July 1, 2024, Regular Board Meeting)

Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the minutes of the preceding Regular Board Meeting of Monday, July 1, 2024. Ayes-7; Nays-0; Absent-1.

Motion to Approve Bills of July, 2024)

Now is presented the Semimonthly Bills Report, in the various funds for the month of July, 2024. Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the Semimonthly Bills in the various funds for July, 2024. Ayes-7; Nays-0; Absent-1.

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



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING


Monday, July 15, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Motion made by Alderwoman Williams, seconded by Alderman Fraley, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for June, 2024. Ayes-7; Nays-0; Absent-1.

CITY COLLECTOR'S REPORT FOR JUNE 2024

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,208,590.11	280,873.95	226,365.48	65,525.45	-	1,781,354.99
Penalties	5,823.24	1,783.65	1,427.34	351.84	-	9,386.07
Sales Tax	34,175.72	8,185.28	-	-	-	42,361.00
Disconnect Fees	800.00	-	-	-	-	800.00
Returned Transaction Fees	300.00	-	-	-	-	300.00
Customer Relocation Fees	-	-	-	-	275.00	275.00
Trash Stickers	-	-	-	1,679.40	-	1,679.40
UTILITY COLLECTIONS	1,249,689.07	290,842.88	227,792.82	67,556.69	275.00	1,836,156.46
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,249,689.07	290,842.88	227,792.82	67,556.69	275.00	1,836,156.46
Business/Contractor Licenses	-	-	-	-	4,290.00	4,290.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	4,290.00	4,290.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	951.97
Cash in bank	-	-	-	-	-	1,841,398.43
Missouri Sales Tax payment	(34,175.72)	(8,185.28)	-	-	-	(42,361.00)
TO CITY TREASURER					\$	1,799,037.43
Respectfully Submitted,						
						
City Collector						



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, July 15, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the City Clerk's and Treasurer's Reports for June, 2024.

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

<u>ELECTRIC</u>	4,181.59
<u>WATER</u>	4,845.00
<u>WASTEWATER</u>	0.00
<u>GENERAL REVENUE</u>	30,546.78
<u>LANDFILL</u>	950.09
<u>CEMETERY</u>	7,475.00
<u>PARK</u>	2,421.25
<u>PARK FOUNDATION</u>	8,210.80
<u>RECREATIONAL DEVELOPMENT</u>	11,053.00
<u>STORMWATER MAINTENANCE FUND</u>	316.44
<u>TRUST & AGENCY</u>	2,725.00
<u>HEALTH INSURANCE FUND</u>	1,274.38
<u>INMATE SECURITY FUND</u>	0.00
<u>TRANSPORTATION SALES TAX</u>	881.79
<u>RECREATIONAL SALES TAX FUND</u>	8,888.75
<u>REPORT TOTAL</u>	83,769.87

Water & Light Deposit Accounts
JUNE, 2024

Beginning Balance June 1, 2024:	\$278,762.42
TOTAL DEPOSITS	\$11,491.20
TOTAL REFUNDS	\$16,213.37
Ending Balance June 30, 2024:	\$274,040.25

<i>Balance Consists of :</i>	
Checking Account for US Bank	\$64,040.25
Investments	\$210,000.00
	<u>\$274,040.25</u>



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, July 15, 2024 at 6:00 PM

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MINUTES

CITY TREASURER'S REPORT FOR JUNE, 2024

FUND	FUND BALANCES 06-01-2024	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 06-30-2024	INVESTMENTS	CASH BALANCE 06-30-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,223,420.52	81,749.65	1,305,170.17	-	-	-
Electric Surplus Fund	4,063,901.16	-	(1,662,677.35)	14,394.80	2,386,829.01	1,145,000.00	1,241,829.01
Electric Capital Projects Fund	3,973,982.69	-	-	868.51	3,973,114.18	3,950,000.00	23,114.18
WATER & SEWER FUNDS							
Water Operation & Maint.	-	290,155.87	(148,511.70)	141,644.17	-	-	-
Water & Sewer Revenue Bond Fu	513,003.17	-	315,035.35	828,038.52	-	-	-
Water & Sewer Deprec. Res. Fun	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fun	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	10,318,336.01	-	(144,295.19)	19,394.70	10,154,646.12	9,474,230.30	680,415.82
Water Replacement Fund	774,090.90	-	3,510.08	-	777,600.98	725,000.00	52,600.98
Wastewater Operation & Maint.	-	228,207.52	(51,613.03)	176,594.49	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23	1,059,239.17	3,258.06
W & S Construction Fund	3,894,827.85	-	-	1,611.15	3,893,216.70	950,000.00	2,943,216.70
General Revenue Fund	527,070.50	61,896.69	4,297,756.05	962,206.14	3,924,517.10	2,600,000.00	1,324,517.10
Landfill Fund	659,738.06	68,542.78	(10,006.26)	64,389.93	653,884.65	525,000.00	128,884.65
Cemetery Fund	1,069,287.06	8,829.15	(6,995.86)	23,446.31	1,047,674.04	870,000.00	177,674.04
City Park Fund	130,455.55	4,620.49	190,710.76	64,129.96	261,656.84	-	261,656.84
Public Park Foundation Fund	274,151.32	8,210.80	-	1,428.98	280,933.14	140,000.00	140,933.14
Recreational Development F	29,792.27	11,053.00	148,000.00	66,568.53	122,276.68	-	122,276.68
Band Fund	-	1,354.15	-	1,354.15	-	-	-
ARPA Fund	2,013,792.01	-	-	283,392.47	1,730,399.54	1,695,000.00	35,399.54
Road Use Tax Fund	1,348,493.47	69,158.66	(599,166.70)	-	818,491.43	754,000.00	64,491.43
Stormwater Maintenance Fur	296,933.72	316.44	-	-	297,250.16	266,000.00	31,250.16
Trust and Agency Fund	856,422.39	2,740.00	13,819.54	17,479.11	855,502.82	845,000.00	10,502.82
Health Insurance Fund	1,236,661.40	16,614.38	212,483.19	108,840.28	1,356,918.69	800,000.00	556,918.69
Inmate Security Fund	17,051.12	58.00	-	-	17,109.12	-	17,109.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fun	1,264,657.95	123,422.95	(700,000.00)	83,025.96	605,054.94	600,000.00	5,054.94
Transportation Capital Projec	173,584.70	17,799.83	450,000.00	-	641,384.53	-	641,384.53
Sales Tax Fund	2,399,849.38	258,102.95	(1,500,000.00)	16,126.10	1,141,826.23	1,091,939.93	49,886.30
Recreation Sales Tax Fund	469,615.28	70,159.35	(351,350.21)	75,549.20	112,875.22	50,000.00	62,875.22
Public Safety Sales Tax Fund	237,395.04	122,527.54	(358,922.58)	-	1,000.00	-	1,000.00
Fire Protection Sales Tax Fun	121,588.16	61,270.58	(179,525.74)	-	3,333.00	-	3,333.00
Capital Projects Construction	3,618,312.69	-	-	435.00	3,617,877.69	2,450,000.00	1,167,877.69
Economic Dev. Reserve Fund	886,598.78	-	-	-	886,598.78	850,000.00	36,598.78
CDBG Grant Fund	115,080.41	-	-	37,723.88	77,356.53	-	77,356.53
I-55 Corridor Special Alloc. F	2,317.69	-	-	-	2,317.69	-	2,317.69
TOTALS	42,463,111.03	2,648,461.65	(0.00)	4,293,812.57	40,817,760.11	30,950,409.39	9,867,350.72
Respectfully Submitted,					Cash on Hand		1,675.00
<i>Angela Birk</i>					General Account		8,063,021.22
Angela Birk, City Clerk/Treasurer					Collectors Account		1,799,037.43
					Equitable Sharing Fund		3,617.07
					TOTAL		9,867,350.72



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, July 15, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve the Semi-Annual)
 Financial Statement, ending June 30,)
 2024)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve the Semi-Annual Financial Statement, ending June 30, 2024. Ayes-7; Nays-0; Absent-1.

Motion to set a Public Hearing for)
 Monday, August 19, 2024, to Consider)
 the Proposed 2024 Tax Rates)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to set a public hearing for Monday, August 19, 2024, at 6:00 p.m., to consider the proposed 2024 Parks and Recreation, General Revenue, Cemetery, and Band Tax Rates. Ayes-7; Nays-0; Absent-1.

Motion to Approve Change Order No. 1)
 to Robert Boitnott Painting, of Cape)
 Girardeau, Missouri, relative to the)
 Power Plant Equipment Painting Project)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve Change Order No. 1, extending the contract time by 133 days, to Robert Boitnott Painting, of Cape Girardeau, Missouri, relative to the Power Plant Equipment Painting Project. Ayes-7; Nays-0; Absent-1.

Ordinance No. 24-58 Re: To Accept the)
 Dedication of a Water Line Easement)
 Deed from McDonald's Corporation,)
 d/b/a Delaware McDonald's Corporation,))
 a Delaware Corporation, relative to the)
 Water System Facility Plan)
 Implementation Project – Phase2,)
 Project 2E)

The matter of accepting the dedication of a Water Line Easement Deed from McDonald's Corporation, d/b/a Delaware McDonald's Corporation, a Delaware Corporation, relative to the Water System Facility Plan Implementation Project – Phase 2, Project 2E, came on for consideration. Alderman Reiminger introduced Bill No. 24-58, being for an ordinance entitled as follows:

**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 WATER LINE EASEMENT DEED.**

On a motion made by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 24-58 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 Alderwoman Williams, Bill No. 24-58 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 24-58 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderwoman Williams-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderwoman Liley-aye; and Alderman Stroder-absent.

BILL NO. 24-58

ORDINANCE NO. 24-58



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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 WATER LINE EASEMENT DEED.

WHEREAS, **MCDONALD'S CORPORATION, d/b/a Delaware McDonald's Corporation, a Delaware Corporation**, of the County of Cook, State of Illinois, deeded to the City of Jackson, Missouri, the property described in the Water Line 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: July 15, 2024.

SECOND READING: July 15, 2024.

PASSED AND APPROVED this 15th day of July, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Motion to Exercise the City of Jackson's)
 Right to renew a contractual agreement)



CITY OF JACKSON
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MINUTES

With Herzog Excavating & Demolition,)
 LLC, of Perryville, Missouri, relative to)
 The Disposal of Stockpiled Brush)
 Program)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, exercising the City of Jackson's right to renew a contractual agreement through December 31, 2025 with Herzog Excavating & Demolition, LLC, of Perryville, Missouri, relative to the Disposal of Stockpiled Brush Program. Ayes-7; Nays-0; Absent-1.

Motion to Approve Change Order No. 3)
 To Herzog Excavating & Demolition,)
 LLC, of Perryville, Missouri, relative to)
 The Disposal of Stockpiled Brush)
 Program)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, approving Change Order No. 3, in the amount of \$24,800.00, to Herzog Excavating & Demolition, LLC, of Perryville, Missouri, relative to the Disposal of Stockpiled Brush Program. Ayes-7; Nays-0; Absent-1.

Motion to Approve Task Order)
 Authorization No. 24-06 to Koehler)
 Engineering & Land Surveying, Inc., of)
 Cape Girardeau, Missouri, relative to)
 Providing engineering services for the)
 Litz Park Pavilion/Restroom Building)
 Project)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, approving Task Order Authorization No. 24-06, in the amount of \$33,600.00, to Koehler Engineering & Land Surveying, Inc., of Cape Girardeau, Missouri, relative to providing engineering services for the Litz Park Pavilion/Restroom Building Project. Ayes-7; Nays-0; Absent-1.

Ordinance No. 24-59 Re: To Approve)
 The Final Plat of East Main Street)
 Crossroads Commercial Subdivision, as)
 Submitted by Michael K. and Linda J.)
 Haynes)

The matter of approving the Final Plat of East Main Street Crossroads Commercial Subdivision, as submitted by Michael K. and Linda J. Haynes, came on for consideration. Alderwoman Liley introduced Bill No. 24-59, being for an ordinance entitled as follows:

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

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 24-59 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 Fraley, Bill No. 24-59 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



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passed and the Bill was then duly numbered Ordinance No. 24-59 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-absent; Alderwoman Young-aye; Alderwoman Williams-aye; and Alderman Fraley-aye.

BILL NO. 24-59

ORDINANCE NO. 24-59

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

WHEREAS, Michael K. Haynes and Linda J. Haynes, have platted East Main Crossroads Commercial Subdivision as located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the Developer has requested variances from the requirements of Sec. 57-10 which are: to submit a preliminary plat; to defer storm water detention plans; and to defer sanitary sewer plans; and

WHEREAS, Sec. 57-10 (a) (2) states that the final record plat of any subdivision shall not be recorded unless the Developer files with the Board of Aldermen a surety bond, cashier's check, or a certified check or irrevocable letter of credit upon a solvent bank, conditioned to secure the construction of the improvements listed in Sec. 57-10 and its subsections in a satisfactory manner and not to exceed two (2) years; and

WHEREAS, the Developer has complied with all of the city ordinances and, in particular, Chapter 57 of the Code of Ordinances of the City of Jackson, Missouri, except for those variances to which the Board of Aldermen has granted the Developer.

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

Section 1. The Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of East Main Crossroads Commercial Subdivision, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein; subject to variances from the requirements of Sec. 57-10 which are: to submit a preliminary plat; to defer storm water detention plans; and provided however, that the final record plat shall not be recorded unless the Developer files with



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the Board of Aldermen a surety bond, cashier's check, or a certified check or irrevocable letter of credit upon a solvent bank, conditioned to secure the construction of the sanitary sewer system listed in Sec. 57-10 and its subsections in a satisfactory manner and not to exceed two (2) years.

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

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

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

FIRST READING: July 15, 2024.

SECOND READING: July 15, 2024.

PASSED AND APPROVED this 15th day of July, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 24-60 Re: To Authorize a)
 Financial Assistance Agreement with)
 Southeast Missouri Solid Waste)
 Management District, relative to a grant)
 Award for the purchase of a new)
 Horizontal baler at the Recycling Center)

The matter of authorizing a Financial Assistance Agreement with the Southeast Missouri Solid Waste Management District, relative to a grant award for the purchase of a new horizontal baler at the Recycling Center, came on for consideration. Alderwoman Liley introduced Bill No. 24-60, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A FINANCIAL ASSISTANCE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE SOUTHEAST MISSOURI SOLID WASTE MANAGEMENT DISTRICT, RELATIVE TO A GRANT AWARD FOR THE PURCHASE OF A NEW HORIZONTAL BALER AT THE RECYCLING CENTER; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, July 15, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-60 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 Hitt, Bill No. 24-60 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-60 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-absent; Alderwoman Young-aye; Alderwoman Williams-aye; and Alderwoman Liley-aye.

BILL NO. 24-60

ORDINANCE NO. 24-60

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A FINANCIAL ASSISTANCE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE SOUTHEAST MISSOURI SOLID WASTE MANAGEMENT DISTRICT, RELATIVE TO A GRANT AWARD FOR THE PURCHASE OF A NEW HORIZONTAL BALER AT THE RECYCLING CENTER; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, July 15, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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: July 15, 2024.

SECOND READING: July 15, 2024.

PASSED AND APPROVED this 15th day of July, 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST: BY: Dwain Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 24-61 Re: To Authorize a)
 Transportation Alternatives Funds)
 Program Agreement with the Missouri)
 Highways and Transportation)
 Commission, relative to the Jackson)
 Middle School Crosswalk and Sidewalk)
 Improvements Project)

The matter of authorizing a Transportation Alternatives Funds Program Agreement with the Missouri Highways and Transportation Commission, relative to the Jackson Middle School Crosswalk and Sidewalk Improvements Project, came on for consideration. Alderwoman Liley introduced Bill No. 24-61, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, RELATIVE TO THE JACKSON MIDDLE SCHOOL CROSSWALK AND SIDEWALK IMPROVEMENTS PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 24-61 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. 24-61 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-61 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye;



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, July 15, 2024 at 6:00 PM
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MINUTES

Alderman Hitt-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderman Stroder-absent; Alderwoman Young-aye; Alderwoman Williams-aye; and Alderwoman Liley-aye.

BILL NO. 24-61

ORDINANCE NO. 24-61

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, RELATIVE TO THE JACKSON MIDDLE SCHOOL CROSSWALK AND SIDEWALK IMPROVEMENTS 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 memorandum of understanding attached hereto and incorporated herein as if fully set forth; and

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

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

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

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

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

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, July 15, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

FIRST READING: July 15, 2024.

SECOND READING: July 15, 2024.

PASSED AND APPROVED this 15th day of July 2024, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

Angela Birk (signed)
 City Clerk

City Administrator James Roach)
 requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for one item of real estate in accordance with Section 610.021(2) RSMo, one item of personnel in accordance with Section 610.021(3)(13) RSMo, and one contract item in accordance with Section 610.021(12) RSMo.

Motion to Recess the Meeting to Study)
 Session)

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

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

Meeting concluded at 6:52 P.M. On a motion by Alderwoman Liley, seconded by Alderman Hitt, it is ordered that the Board now convene into closed session for, one item of real estate in accordance with Section 610.021(2) RSMo, one item of personnel in accordance with Section 610.021(3)(13) RSMo, and one contract item in accordance with Section 610.021(12) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Williams-aye; Alderman Stroder-absent; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderwoman Reiminger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-7; Nays-0; Absent-1.

ATTEST:

 Mayor

 City Clerk



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN SPECIAL MEETING

Tuesday, July 23, 2024 at 3:30 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Special Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Steve Stroder, Mike Seabaugh, Eric Fraley, Shana Williams, David Hitt, David Reiminger, and Katy Liley. Present-7; Absent-1: Wanda Young

The meeting is opened by Mayor Dwain L. Hahs at 3:35.

Motion to Adopt the Agenda)

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

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

Meeting concluded at 3:37 P.M. On a motion by Alderman Seabaugh, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for one item of personnel in accordance with Section 610.021(3)(13) RSMo, and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Stroder-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Young-absent; Alderman Hitt-aye; Alderwoman Williams-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-7; Nays-0; Absent-1.

ATTEST:

Mayor

City Clerk

CERTIFICATE OF DESTRUCTION

THE SHRED TRUCK

DESTRUCTION OF THE RECORDS, FILES, OR SECURE DESTRUCTION COLLECTION CONTAINER CONTENTS LISTED BELOW WAS ACCOMPLISHED BY MEANS OF SHREDDING TO PARTICLES INCAPABLE OF RECONSTRUCTION BY NORMAL MEANS IN FULL COMPLIANCE WITH ALL KNOWN FEDERAL, STATE, OR LOCAL LEGAL REQUIREMENTS.

IT IS FURTHER CERTIFIED THAT CONFIDENTIALITY OF ALL RECORDS, DATA, OR DATA-BEARING DEVICES WAS MAINTAINED FROM TIME OF RECEIVING CUSTODY UNTIL PHYSICAL DESTRUCTION.

THE SHRED TRUCK IS AAA CERTIFIED BY NAID; THE NATIONAL ASSOCIATION FOR INFORMATION DESTRUCTION AND IS IN COMPLIANCE WITH ALL APPLICABLE NAID STANDARDS.

DESTRUCTION COMPLETED FOR:

CITY OF JACKSON
CITY OF JACKSON OFFICE
101 COURT ST
JACKSON, MO 63755



WORK ORDER #: STL83958

www.theshredtruck.com

THE FOLLOWING WERE EMPTIED WITH CONTENTS SECURELY DESTROYED ON **WEDNESDAY, JULY 17, 2024**

TIME	SHREDDED MATERIAL(S)						TECHNICIAN
	STD CONSOLE	EXEC CONSOLE	MINI CONSOLE	STD BOX	DBL BOX	64 G BIN	96 G BIN
						6	JA001MO

CLIENT APPROVAL
WAS SIGNED FOR BY:

Julie



WE PROUDLY RECYCLE!
EVERY TON OF SHREDDED PAPER RECYCLED
SAVES 17 TREES.

CERTIFIED BY
THE SHRED TRUCK

Nick Kirkou



City of Jackson

TO: Mayor and Board of Aldermen, City Administrator, Assistant City Administrator, and City Attorney

FROM: Angela Birk, City Clerk/Treasurer

DATE: July 17, 2024

SUBJECT: Motion for the Disposal of Records

MOTION FOR AGENDA ON AUGUST 5, 2024:

Motion to record in the minutes the disposal of City records which have met their retention life and were destroyed in compliance with the guidelines according to the Missouri Secretary of State's Record Retention Schedule, under RSMo 109.230(4). The following records were disposed of by bulk shredding on July 17, 2024, by The Shred Truck:

<u>RECORD DESCRIPTION:</u>	<u>INCLUSIVE DATE</u>
1099s	2000 - 2020
Accounts Payable Check Copies	2020
Accounts Payable Invoices	2020
Accounts Payable Reports	2020
Accounts Receivable Paid Invoices	2020
Bank Deposit Tickets	2020
Bank Statements & Records	2020
Bank Depository Agreements & Securities Pledged	2020
Building Plans	2018
Check Deposit Register	2020
City Treasurer's Monthly Reports	2020
Collector's Batch Lists	2021
Collector's Daily Reconciliation Postings & Reports	2021
Credit Card Receipts	2020
Female Employee Report	2018

Fuel Tickets, Transfer and Work Tickets	2020
G/L Posting Journal	2020
Inventory Sheets	2020
Investment Allocation Worksheets	2020
MIRMA Files	2018
Missouri Taxes Received	2020
MODES & Reports for CFS & Multiple Work Sites	2018
Monthly Journal Entries/Computer Worksheets	2020
Paid Invoices	2020
Park Foundation Summaries	2020
Payroll Deductions and 941s	2018
Payroll Monthly Reports	2018
Payroll Reports, Taxes, Drug Testing, Insurance W/Hs	2018
Payroll-Sick Time, Garnishments, COBRA	2018
Public Information Requests	2020
Public Notice Records	2020
Purchase Orders	2020
Receipts – Building Permits, Park and Franchises	2020
Returned Checks	2020
Sales Tax Quarterly Reports	2020
Swimming Pool Receipts	2020
Utility Applications	2020
Utility Bill Postal Statements	2020
Utility Bill Stubs	2020
Utility Work Orders	2020
W-2s & W-3s and 1095Cs & 1094Cs	2018
Water Sold	2020
Workmen's Compensation	2018
W & L Deposit Account - Refunds	2020



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: July 31, 2024

RE: Change Order No. 3 – Water Facility System Improvements Project
Phase 2, Project 2D (Water Plant)

Attached is Change Order No. 3 for the Water Plant improvements currently under construction. This change order increases the contract price by \$12,015.94 and includes two items.

The first item relates to the requirement for coating systems (interior paint) that are suitable for the chemical environment of the chlorine room and adjacent rooms in the Water Plant. That is not the type of coatings that were specified by Horner & Shifrin in the original contract. Other work related to the interior walls is on hold until the correct coatings (paint) are applied. This \$10,694.25 cost increase addresses only the additional costs of the correct coating systems over the specified systems. The incorrect material was not purchased by the contractor.

The other item relates to an exterior door in the chlorine room that was installed as a door with a window due to no restriction on windows in the specifications prepared by Horner & Shifrin. They have now determined that exterior windows are not recommended in gaseous chemical environments. Since RIHC needs to be paid for their installation of the original door as well as the replacement door, and the mistake was made by the design engineer, Horner & Shifrin will reimburse the city this \$1,321.69 cost of the replacement door. An explanatory email from Lisa Fennewald is attached.

I recommend this Change Order be approved so work can resume on the Water Plant project.

CHANGE ORDER NO.: 03

Owner: City of Jackson, Missouri
 Engineer: Horner & Shifrin, Inc. Engineer's Project No.: 2103602
 Contractor: RIHC Contracting
 Project: Jackson Water Plan Improvements Project, Phase 2, Project 2D

Date Issued: July 24, 2024 Effective Date of Change Order: July 24, 2024

The Contract is modified as follows upon execution of this Change Order No. 03 **CO 03 REV 00**

Description: See attached Table No.01

- 1.) Add chemical resistant coatings for chemical feed room applications per coatings representative recommendations coordinated during Shop Drawing review.
- 2.) Remove new windowed exterior door from WTP #2 Chlorine Room and install solid, metal door. Exterior windows are not recommended for gaseous chemical feed rooms as sunlight can heat gas cylinders and uncalibrated feed rates.

The total of the Contractor's Contract Price adjustment for the above-stated Work results in a total Contract Price ADDER. See TABLE 01, attached, for further detail.

Attachments:

- 1.) Table No. 01 – Description of Change Order No. 03 REV_00
- 2.) Request for Proposal No. 06 REV_00
 - a. Contractor's Change Order Request #007 (COR_007)
- 3.) Email from Contractor dated 06/26/2024

(Continued on following page)

Change in Contract Times
[State Contract Times as either a specific date or a number of days]

Change in Contract Price	
Original Contract Price:	Original Contract Times:
\$ <u>1,269,000.00</u>	Substantial Completion: <u>February 18, 2024</u>
	Ready for final payment: <u>March 19, 2024</u>
Increase from previously approved Change Orders No.03	Increase [days] from previously approved Change Orders No.02
\$ <u>\$12,015.94</u>	Substantial Completion: <u>277 days</u>
	Ready for final payment: <u>277 days</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>1,272,105.91</u>	Substantial Completion: <u>November 21, 2024</u>
	Ready for final payment: <u>December 21, 2024</u>
Increase this Change Order:	No Change [days] this Change Order:
\$ <u>\$12,015.94</u>	Substantial Completion: <u>0 days</u>
	Ready for final payment: <u>0 days</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>1,284,121.85</u>	Substantial Completion: <u>November 21, 2024</u>
	Ready for final payment: <u>December 21, 2024</u>

Recommended by Engineer (if required)

Authorized by Owner

By: Lisa Fennewald, P.E. *Lisa E Fennewald*

Title: Senior Project Manager, H&S

Date: July 24, 2024

Accepted by Contactor

Mayor, City of Jackson

By: _____

Title: _____

Date: _____

Table No. 1 - Description of Change Order No. 03 REV 00

**Jackson Water Plant Improvements, Phase 2, Project 2D
City of Jackson, Missouri**

Item No.	Description	Attached Reference Exhibit	Increase (Decrease) in Contract Price	Increase (Decrease) in Contract Time	Explanation/Comments
1	<u>09 96 00 - Protective Coatings</u> Revise product specifications for chemical resistance in chemical room applications.	RFP_06_REV_00; G.C. COR #007	\$10,694.25	0 DAYS	Structural/Architectural coatings were not specified for chemical room applications. Contractor submitted Shop Drawing for 09 96 00 – Protective Coatings. Shop Drawing was sent to manufacturer's representative for QA check. Representative confirmed coatings as specified/submitted are not recommended for chemical feed rooms. Representative sent recommended coating systems which were compiled in an RFP (RFP_06_REV_00) and sent to Contractor.
2	<u>08 54 13 - Doors</u> Remove & replace windowed door with solid door for gas feed rooms	n/a	\$1,321.69	0 DAYS	Chlorine room exterior door was submitted and installed with 22"x33" window. General practice is to avoid exterior windows in gas feed rooms. Western exposure receives higher solar load during afternoon Spring & Summer months. Cost is to remove the new door currently installed and replace with new solid hollow-metal exterior door.
4	[RESERVED]				
5	[RESERVED]				
6	[RESERVED]				
TOTAL [Increase, (Decrease)]			\$12,015.94	0 DAYS	



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

REQUEST FOR PROPOSAL

OWNER:	City of Jackson, MO	RFP NO:	06
PROJECT:	Jackson Water Plant Improvements Phase 2, Project 2D	H&S NO:	2103602
TO:	Ms./Mrs. Susan Verseman RHIC Contracting 2411 Walters Lane Perryville, MO 63775	DATE:	05/13/2024

SUBJECT: WTP#2 Chemical Room(s) Protective Coatings

Please submit an itemized quotation for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. This is not a change order nor a direction to proceed with the work described herein.

Description of proposed change:

Provide an amount to modify the Scope of Work as stated, below. Contractor's response shall include, without limitation, description of impacts of RFP_06_REV_00 on total Contract price and construction schedule to completion.

- 1.) Furnish and install protective coatings at WTP#02 per the updated technical specification Section 09 96 00, attached, and per the finish schedule, attached as FIG-01 to this RFP.
- 2.) The Contractor's response to this RFP shall only account for Scope items BEYOND those scheduled for the project Base Bid Scope of Work.

This RFP No.05 affects Specifications:

09 96 00 – PROTECTIVE COATINGS

Attachments:

Technical Specification Section 09 96 00, revised per this RFP_06_REV_00
RFP_06_REV_00 FIG-01

Prepared by: Spencer J. Fitzgerald Date: 05/13/2024
Horner & Shifrin, Inc.

Copies: Janet Sanders, Brad Noel, Keith Smith, Lisa Fennewald, File.

Robinson Mechanical Contractors

DBA:Robinson Construction Company

2411 Walters Lane

Perryville, MO 63775

Ph : (573)547-8397

Change Order Request

To: Spencer Fitzgerald

Horner & Shifrin, Inc

401 S 18th Street

Suite 400

St. Louis, MO 63103-2296

Ph: (314)531-4321 Fax: (314)531-6966

Number: 007

Date: 5/29/24

Job: 53-616 Jackson-Jackson,MO-Water Plant

Phone:

Response Due:

Urgency: Normal

Description: RFP 06 WTP #2 Chemical Room Protective Coatings

Scope of Work:

This COR includes additional costs per the RFP 06 revised finish schedule. The request is for changes beyond those for the project Base Bid Scope of Work and are broken down as follows:

System 17 This area originally figured as system 13. Also added ceiling in room 103. Coating went from two coats to three. Cost of material increase \$ 1,795.50 and labor increase of \$ 1,118.25.

System 18 Originally figured as system 17. Material cost increase \$ 367.50

System 19 Originally two coat system changed to three coat. Material cost increase \$ 288.75

System 20 Originally figured as system 9. Changed to epoxy primer and urethane finish. Material increase \$ 341.25

System 21 Originally figured as system 9. Changed to epoxy primer and epoxy finish. Material increase \$ 315.00.

System 22 Originally figured as system 12 which was a two coat system. Changed to 3 coat system with additional prep work. Material increase \$ 2,415.00 labor increase \$ 2,793.00 and equipment \$ 1,260.00

System 23 Originally figured as system 17. No price change.

The total amount to provide this work is \$10,694.25

If you have any questions, please contact me at (573)547-8397.

Submitted by: Susan Verseman

Susan Verseman
Robinson Construction Company

Approved by: _____

Date: _____

ROOM No.	ROOM NAME	FLOOR			DOORS			INT. WALLS			EXT. WALLS			CEILINGS		MISC. STEEL	
		SYSTEM 11	SYSTEM 12	SYSTEM 22	SYSTEM 9	SYSTEM 20	SYSTEM 21	SYSTEM 9	SYSTEM 17	SYSTEM 18	SYSTEM 9-13	SYSTEM 23	[RESERVED]	SYSTEM 17	CEILING HEIGHT	SYSTEM 4	SYSTEM 19
101	WTP #2 EXISTING	●			●			✕	✕	✕	✕	✕	✕		10'-4"		
102	CHLORINE FEED ROOM			●		●	●	✕	●	●	✕	●	✕		10'-4"		●
103	FLUOSILICIC ACID FEED ROOM			●		●	●	✕	●	●	✕	●	✕	●	9'-5"		●
ROOM No.	ROOM NAME	REMARKS															
		<i>Note : All finish specifications listed are in reference to system designations as specified in Technical Specification #09 96 00</i>															
101	WTP #2 EXISTING	<i>Coating of existing concrete floor in WTP#02 is limited to the new conc. flooring installed in place of the existing gravity filters per this Project.</i>															
102	CHLORINE FEED ROOM	<i>Scope of coating within ex. Chlorine Feed Room is limited to new surfaces or existing surfaces distrubed during this Construction.</i>															
103	FLUOSILICIC ACID FEED ROOM																



CITY OF JACKSON, MISSOURI
WATER TREATMENT PLANT IMPROVEMENTS

RFP NO.06 REV_00
WTP NO.2 PROTECTIVE COATINGS

RFP_06 FIG-01
SHEET 1 OF 1

DATE: 05/13/2024 PROJECT: 2103602

DIVISION 9 - FINISHES
SECTION 09 96 00
PROTECTIVE COATINGS
REVISED FOR RFP_06_REV_00

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.
- B. Related Technical Specifications:
 - 1. All applicable Sections of Division 3 – Concrete.
 - 2. All applicable Sections of Division 4 – Masonry.
 - 3. All applicable Sections of Division 5 – Metals.
 - 4. All applicable Sections of Division 7 – Thermal and Moisture Protection.
 - 5. All applicable Sections of Division 8 – Openings.
 - 6. All applicable Sections of Division 11 – Equipment.
 - 7. All applicable Sections of Division 22 – Plumbing.
 - 8. All applicable Sections of Division 23 – Heating, Ventilating and Air Conditioning
 - 9. All applicable Sections of Division 40 – Process Interconnections

1.2 SUMMARY

- A. This Section includes the furnishing and application of coatings to exterior and interior surfaces throughout the Project and as listed in PART 2 of this Specification Section. Concealed surfaces are generally not required to be finish-painted, unless otherwise specified or indicated on the Contract Drawings.
- B. Coating systems include surface preparation, prime coat (first coat), intermediate and finish coats (second and third coats), inspection, cleaning, and touch-up of surfaces and equipment. Shop preparation, prime coat, and finish coats to be shop-applied, may be specified elsewhere or referenced to this Section so that a complete system is specified and coordinated.
 - 1. Where Equipment is provided with shop-applied finished coating system, only touch-up is a part of field painting.
 - 2. Refer to applicable Sections to determine whether surface preparation and first coat, or complete coating system, is to be shop-applied.

C. Colors:

1. Color of finish coatings shall match accepted color Samples.
2. When intermediate and finish coats of a system are of same type, tint or use an alternate color on intermediate coat to enable visual coverage inspection of the third coat. When prime and finish coats only are specified and are of same or different types, tint or use an alternate color on prime coat to enable visual coverage inspection of the finish coat.

1.3 SUBMITTALS

A. Submit items as specified herein, in accordance with the requirements in Division 1.

B. Items include, but are not limited to, the following:

1. Schedule of products and paint systems to be used. Schedule shall include the following information:
 - a. Surfaces for system to be applied.
 - b. Surface preparation method and degree of cleanliness.
 - c. Product manufacturer, name, and number.
 - d. Method of application.
 - e. Dry-film mil thickness per coat of coating to be applied.
2. Color charts for selection and acceptance.
3. Technical and material safety data sheets.
4. Certification by coating manufacturer(s) that all coatings are suitable for service intended as stated on each coating system sheet.

1.4 APPLICABLE CODES AND STANDARDS:

A. American National Standards Institute (ANSI)

1. A 13.1 - Scheme for the Identification of Piping Systems.
2. Z 53.1 - Safety Color Code for Marking Physical Hazards.

B. American Society for Testing and Materials (ASTM):

1. D4258 Surface Cleaning Concrete for Coating.
2. DH259 Abrading Concrete.
3. D4260 Acid Etching Concrete.
4. D4261 Surface Cleaning Concrete Unit Masonry for Coating.

C. Steel Structures Painting Council (SSPC) surface Preparation Specifications:

1. SP 1 - Solvent Cleaning: Removes oil, grease, soil, drawing and cutting compounds, and other soluble contaminants.
2. SP 3 - Power Tool Cleaning: Removes loose material. Not intended to remove all scale or rust.
3. SP 5 - White Metal Blast Cleaning: Removes all scale, rust, foreign matter. Leaves surface gray-white uniform metallic color.
4. SP 6 - Commercial Blast Cleaning: Two-thirds of each square inch free of all visible residues; remainder only light discoloration.
5. SP 7 - Brush-Off Blast Cleaning: Removes only loose material, remaining surface tight and abraded to give anchor pattern.
6. SP 10 - Near-White Blast Cleaning: At least 95% of each square inch shall be free of all visible residues.
7. SP 11 - Power Tool Cleaning to Bare Metal.

D. National Association of Pipe Fabricators (NAPF) surface preparation specifications

1. NAPF 500-03-01: Solvent Cleaning
2. NAPF 500-03-02: Hand Tool Cleaning
3. NAPF 500-03-03: Power Tool Cleaning
4. NAPF 500-03-04: Abrasive Blast Cleaning for Ductile Iron Pipe
5. NAPF 500-03-05: Abrasive Blast Cleaning for Cast Ductile Iron Fittings

E. National Sanitation Foundation (NSF):

1. 61 - Drinking Water Treatment Chemicals - Health Effects.

1.5 QUALITY ASSURANCE:

A. All equipment, materials and work shall be provided in accordance with the requirements of Division 1.

B. Include on label of container:

1. Manufacturer's name, product name, and number.
2. Type of paint and generic name.
3. Color name and number.
4. Storage and temperature limits.

- 5. Mixing and application instructions, including requirements for precautions which must be taken.
- 6. Drying or curing time.
- C. In the event a problem occurs with coating system, surface preparation, or application, coating applicator and coating manufacturer's technical representative shall promptly investigate the problem and submit results to Engineer.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store and handle all equipment and materials in a manner to ensure installation in sound and undamaged condition, to prevent damage from exposure to the elements, and in accordance with the requirements in Division 1.
- B. Deliver in sealed containers with labels and information legible and intact. Containers shall also have correct labels stating product name, series number, color, sheen, and other applicable information.
- C. Store only acceptable materials on Project site.
- D. Provide separate area and suitable containers for storage of coatings and related coating equipment.
- E. Dispose of used or leftover containers, thinners, rags, brushes, and rollers in accordance with applicable regulations.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Products shall be those listed, as manufactured by the Tnemec Company, Inc., the Sherwin-Williams Company, PPG/Ameron or Engineer-approved equal. All field-applied coating systems shall use products of the same manufacturer.

2.2 GENERAL

- A. Materials furnished for each coating system must be compatible with the substrate.
- B. When unprimed surfaces are to be coated, entire coating system shall be by the same coating manufacturer to assure compatibility of coatings.
- C. When shop-painted surfaces are to be coated, ascertain whether finish materials will be compatible with shop coating. Inform Engineer of any unsuitable substrate or coating conditions.

(Continued on following page)

2.3 SURFACES TO BE COATED:

- A. System 1: ~~All submerged steel and cast iron surfaces exposed to potable water, excluding stainless steel (Not Used)~~
- B. System 2: ~~All submerged ductile iron pipe and fittings exposed to potable water (Not Used)~~
- C. System 3: All exposed ductile iron pipe or fittings and valves not listed under other systems.
- D. System 4: All miscellaneous and structural steel, not listed under other systems.
- E. System 5: All shop-primed miscellaneous equipment.
- F. System 6: ~~Interior poured and precast concrete in non-immersed applications. (Not Used)~~
- G. System 7: ~~Exterior Concrete block wall. (Not Used)~~
- H. System 8: Factory-primed structural steel.
- I. System 9: Hollow metal frames and doors.
- J. System 10: ~~Exterior surfaces of below grade concrete and pre-cast concrete structures. (Not Used)~~
- K. System 11: Extra-abrasion resistant, aesthetically pleasing, interior concrete floor system.
- L. System 12: Clear coating for interior concrete floors.
- M. System 13: Interior CMU Walls.
- N. System 14: ~~Steel Elevated Storage Tank Exterior (Not Used)~~
- O. System 15: ~~Steel Elevated Storage Tank Interior (Not Used)~~
- P. System 16: ~~Submerged Concrete Surfaces Exposed to Chemicals (Not Used)~~
- Q. System 17: Interior bare CMU walls for corrosive chemical feed facilities.
- R. System 18: Interior clay brick masonry for corrosive chemical feed facilities.
- S. System 19: Miscellaneous steel for corrosive chemical feed facilities.
- T. System 20: Exterior hollow metal doors and frames (factory-primed) for corrosive chemical feed facilities.
- U. System 21: Interior hollow metal doors and frames (factory-primed) for corrosive chemical feed facilities.
- V. System 22: Concrete flooring system for corrosive chemical feed facilities (non-secondary containment).
- W. System 23: Interior clay block masonry units (general service).

2.4 COATING SYSTEMS

A. System 1:

Surface Preparation: All surfaces shall be cleaned in accordance with SSPC-SP10 Near-White-Metal Blast Cleaning, minimum 3 mil anchor profile. All surfaces shall be clean, dry and free of contaminants.

Prime Coat: Apply one full coat of Tnemec Series N140-1211 Pota-Pox at 4.0 – 6.0 mils DFT, PPG Amercoat Amerlock 2 at 4.0 - 6.0 mils DFT or Engineer-approved equal.

Finish Coat: Apply one full coat of Tnemec Series N140-1211 Pota-Pox at 4.0 – 6.0 mils DFT, PPG Amercoat Amerlock 2 at 4.0 - 6.0 mils DFT or Engineer-approved equal.

B. System 2:

Surface Preparation: All surfaces shall be cleaned in accordance with NAPF 500-03-04 Abrasive Blast Cleaning for Ductile Iron Pipe & NAPF 500-03-05 Abrasive Blast Cleaning for Ductile Iron Fittings. All surfaces shall be clean, dry and free of contaminants.

Prime Coat: Apply one full coat of Tnemec Series N140-1211 Pota-Pox at 4.0 – 6.0 mils DFT, PPG Amercoat Amerlock 2 at 4.0 - 6.0 mils DFT or Engineer-approved equal.

Finish Coat: Apply one full coat of Tnemec Series N140-1211 Pota-Pox at 4.0 – 6.0 mils DFT, PPG Amercoat Amerlock 2 at 4.0 - 6.0 mils DFT or Engineer-approved equal.

C. System 3:

Surface Preparation: SSPC-SP3, power tool clean.

Shop Prime Coat: Apply one full coat of Tnemec Series 1 Omnithane at 2.5 to 3.5 mils DFT, Sherwin-Williams Corothane I Mio-Aluminum at 2.0 – 3.0 mils DFT or PPG Amercoat 240 at 6-8 mils DFT, or Engineer approved equal.

Field Finish Coat: Apply one full coat of Tnemec Series 66 HB Epoxoline at 4.0 to 6.0 mils DFT, or Sherwin-Williams Macropoxy 646 FC at 4.0 – 6.0 mils DFT or PPG Amercoat 240 at 6-8 mils DFT, or Engineer approved equal.

D. System 4:

Surface Preparation:

Non-Immersion: All surfaces shall be cleaned in accordance with SSPCSP6 Commercial Blast Cleaning. All surfaces shall be clean, dry and free of contaminants.

Prime Coat: Apply one full coat of Tnemec Series 66 HB Epoxoline at 4.0 to 6.0 mils DFT, Sherwin-Williams Macropoxy 646 FC at 4.0 – 6.0 mils DFT, PPG Amercoat 240 at 6-8 mils DFT, or Engineer approved equal.

Finish Coat: Apply one full coat of Tnemec Series 73 Endura-Shield at 2.0 to 3.0 mils DFT, Sherwin-Williams HS Polyurethane at 3.0 – 4.0 mils DFT, PPG Amercoat 450 HSG at 2-3 mils DFT, or Engineer-approved equal.

E. System 5:

Surface Preparation: All surfaces shall be clean, dry and free of contaminants.

Barrier Coat: Apply one full coat of Tnemec Series 530 Omnithane at 2.0 to 3.0 mils DFT, Sherwin-Williams Corothane I Mio-Aluminum at 2.0 – 3.0 mils DFT, PPG Amercoat 240 at 4 mils DFT, or Engineer-approved equal.

Finish Coat: Apply one full coat of Tnemec Series 73 Endura-Shield at 2.0 to 3.0 mils DFT, Sherwin-Williams HS Polyurethane at 3.0 – 4.0 mils DFT, PPG Amercoat 450 HSG at 2-3 mils DFT, or Engineer-approved equal.

F. System 6:

Surface Preparation: All interior surface, abrasive blast clean per SSPC-SP13.

Prime Coat: Apply one full coat of Tnemec Series 84 Ceramalon Env at 6.0 to 10.0 mils DFT, Sherwin-Williams Sher-Tile Epoxy at 5.0 – 10.0 mils DFT, PPG Amerlock 400 (or 400BF Block Filler) at 6 mils DFT (or 75-100 sq.ft. per gallon) or Engineer-approved equal.

Finish Coat: Apply one full coat of Tnemec Series 84 Ceramalon Env 6.0 to 10.0 mils DFT, Sherwin-Williams Sher-Tile Epoxy at 5.0 – 10.0 mils DFT, PPG Amerlock 400 at 6 to 8 mils DFT or Engineer-approved equal.

G. System 7:

Surface Preparation: All surfaces shall be clean, dry and free of contaminants.

Block Filler: Apply one full coat of Tnemec Series 130 Envirofill at 80-100 sq. ft. per gallon, Sherwin-Williams Heavy Duty Block Filler at 55 – 100 sq. ft. per gallon, PPG Amerlock 400BF at 75-100 sq. ft. per gallon, or Engineer-approval equal.

Primer Coat: Apply one full rolled coat of Tnemec Series 113 Tufcoat at 3.0 to 5.0 miles DFT per coat, Sherwin-Williams Epo-Plex Multi-Mil WB Epoxy at 4.0 – 6.0 mils DFT per coat, PPG Amercoat 335 at 4-6 mils DFT or Engineer-approved equal.

Finish Coat: Apply one full rolled coat of Tnemec Series 113 Tufcoat at 4.0 to 6.0 mils DFT per coat, Sherwin-Williams Epo-Plex Multi-Mil WB Epoxy at 3.0 – 5.0 mils DFT per coat, PPG Amercoat 335 at 4-6 mils DFT Or Engineer-approved equal.

H. System 8:

Surface Preparation: All surfaces shall be clean, dry and free of contaminants.

Prime Coat: Apply one full coat of Tnemec Series 115 Uni-Bond of at 2.0 to 4.0 mils DFT, Sherwin-Williams Water-Based Acrylic Dryfall at 2.0 – 4.0 mils DFT or PPG 90-812 Pitt-Tech EDF at 3 mils DFT, or Engineer approved equal.

Finish Coat: Apply one full coat of Tnemec Series 115 HB Uni-Bond of at 2.0 to 4.0 mils DFT, Sherwin-Williams Water-Based Acrylic Dryfall at 2.0 – 4.0 mils DFT or PPG 90-812 Pitt-Tech EDF at 3 mils DFT, or Engineer Approval Equal.

I. System 9:

Surface Preparation: All surfaces shall be clean, dry and free of contaminants.

J. System 9a Exterior:

Semi-Gloss Finish (Water Based)

1st Coat: Sherwin-Williams Pro-Cryl Universal W-8 Primer, B66-310 Series at 5 to 10 mils wet, 2 to 4 mils dry, or Engineer approved equal.

2nd Coat: Sherwin-Williams Sher-Cryl HPA High Performance Acrylic, B66-350 Series, or Engineer approved equal.

3rd Coat: Sherwin-Williams Sher-Cryl HPA High Performance Acrylic, B66-350 Series at 2.5 to 4 mils dry per coat, or Engineer approved equal.

K. System 9b Interior:

Semi-Gloss Finish

1st Coat: Sherwin-Williams DTM Acrylic Primer/Finish B66W1 at 2.5 to 4 mils dry per coat, or Engineer approved equal.

2nd Coat: Sherwin-Williams Pro-Green 200 Interior Latex, Semi-Gloss B31-600 Series, or Engineer approved equal.

3rd Coat: Sherwin-Williams Pro-Green 200 Interior Latex, Semi-Gloss B31-600 Series at 4 mils wet and 1.6 mils dry per coat, or Engineer approved equal.

L. System 10:

Surface Preparation: Allow 28 days cure time. All surfaces shall be clean, dry and free of contaminants.

Primer Coat: Apply one full coat of Tnemec Series 46-465 HP Tnemecol at 8.0 to 12.0 mils DFT, Sherwin-Williams Tar Guard Epoxy at 8 to 12 mils DFT, or Engineer-approved equal.

Finish Coat: Apply one full coat of Tnemec Series 46-465 HB Tnemecol at 8.0 to 12.0 mils DFT, Sherwin-Williams Tar Guard Epoxy at 8 to 12 mils DFT or Engineer-approved equal.

M. System 11:

Surface Preparation: SSPC-SP 13/NACE 6. Shot blast or mechanically abrade. Cure new concrete 28 days.

Primer/Broadcast Coat: Tnemec Series 237 Power-Tread, double broadcast to 1/8 inch DFT or Sherwin-Williams GP 3744G or PPG Mega Seal 99-127, or Engineer approved equal.

Intermediate Coat: Tnemec Series 237 Power-Tread at 8.0 to 12.0 mils DFT, Sherwin-Williams GP3744 or PPG Mega Seal 99-127 at 8-12 mils DFT, or Engineer approved equal.

Finish Coat: Tnemec Series 291 CRU at 2.0 to 3.0 mils DFT, Sherwin-Williams General Polymers 4638 at 3 to 4 mils DFT or PPG Amershield at 3-4 Mils DFT, or Engineer approved equal.

Provide 12" x 12" mockup for Owner's Representative for approval.

Total DFT: 1/8 inch for system.

Finish Color: As selected by Engineer from manufacturer's standard colors.

N. System 12:

Surface Preparation: Cure new concrete long enough to walk on. Clean cured concrete subject to construction in traffic prior to sealing by pressure washing. Surface should show no signs of water beading. Dampen surface at time of application with potable water.

Prime Coat: Apply one full coat of Tnemec Series 61-5002 (Beige) Tneme-Liner at 8.0-10.0 mils DFT. Apply per manufacturer's instructions.

Finish Coat: Apply one full coat of Tnemec Series 61-5001 (Gray) Tneme-Liner at 8.0-10.0 mils DFT. Apply per manufacturer's instructions.

O. System 13:

Surface Preparation: Allow mortar of block walls to cure 14 days at 75°F. Level all protrusions and mortar splatter in block walls. All surfaces shall be clean, dry and free of contaminants.

Prime Coat: Apply one full coat of Tnemec Series 66 HB Epoxoline at 4.0-6.0 mils DFT.

Finish Coat: Apply one full coat of Tnemec Series 66 HB Epoxoline at 4.0-6.0 mils DFT.

P. System 14:

Surface preparation: Steel plate shall be cleaned in accordance with SSPC-SP10. Exterior welds shall be cleaned in accordance with SSPC SP-23; power tool clean to bare metal to achieve 2 mil profile. All surfaces shall be clean, dry and free of contaminants.

Prime Coat: Tnemec 91 H2O Hydro-Zinc Primer at 2.5-3.5 mils thickness or engineer approved equal.

Intermediate Coat: Tnemec Series 135 Epoxy at 4-6 mils thickness or engineer approved equal.

Finish Coat: Tnemec Series 1029 acrylic or engineer approved equal. Tint top coat to match existing finish on tank.

Q. System 15:

Surface preparation: Steel plate shall be cleaned in accordance with SSPC-SP10. Exposed welds on the interior of the tank shall be cleaned in accordance with SSPC SP-11. All surfaces shall be clean, dry and free of contaminants.

Prime Coat: Tnemec 91 H2O Hydro-Zinc Primer at 2.5-3.5 mils thickness or engineer approved equal.

Finish Coat: Tnemec FC-22 Touch-Up Kit or engineer approved equal.

R. System 16:

Surface Preparation (Walls): Allow new concrete to cure for a minimum of 28 days. Test concrete for moisture following the 28 day curing period in accordance with ASTM D4263 and/or F1869. Concrete surfaces shall be prepared in accordance with SSPC-SP13/NACE No. 6, Severe Service, and shall produce a minimum surface profile of a CSP-5 as noted in SSPC-SP13/NACE No. 6 and ICRI Guideline 03732.

Surface Preparation (floors): Allow new concrete to cure for 28 days at 75 degrees F. Verify concrete dryness and prepare concrete surfaces in accordance with NACE No. 6/SSPC-SP13 Joint Surface Preparation Standards and ICRI Technical Guidelines. Moisture vapor transmission should not exceed three lbs per 1000 sq.ft. in a 24 hour period (reference ASTM F 1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride.") Relative Humidity should not exceed 80%. (Reference ASTM F2170 "Standard Test Method for Determining Relative Humidity in Concrete using in situ Probes.")

Mechanically abrade by means of diamond grinding, to remove all laitance and surface contaminants and provide a minimum profile similar to 40-60 grit sandpaper. (Reference, ICRI CSP 2).

Prime Coat/Surface Filler (Walls): Series 218 Mortarclad applied evenly at a minimum 1/16" thickness to provide a continuous, void-free film. The surfaces should be "pre-wet" or dampened with potable water to a saturated surface dry (SSD) condition; the concrete is darkened by water but there is no pooling of water on the concrete. Do not over saturate the surface. (Note: Saw-cut the concrete at the termination points as recommended by Manufacturer.)

Primer (walls & floors): Series 201 Epoxoprime or approved equal shall be mechanically mixed and applied in accordance with manufacturer's printed instructions and applied uniformly at a film thickness of 6 to 8 dry mils. Topcoat after 2 hours and within 16 hours.

Intermediate Coat (walls & floors): Series 280 Tneme-Glaze or approved equal shall be mechanically mixed in accordance with manufacturer's printed instructions and applied at a film thickness of 6 to 8 dry mils. Topcoat after 8 hours but before 24 hours.

Topcoat (floors & walls): Series 280 Tneme-Glaze or approved equal shall be mechanically mixed in accordance with manufacturer's printed instructions and applied at a film thickness of 6 to 8 dry mils.

S. System 17:

Surface Preparation: Allow mortar to cure for 14 days. Level protrusions and mortar spatter.

Block Filler: Tnemec Series 130 Envirofill applied at 80-100 sq.ft. per gallon, or Engineer Approved Equal.

Intermediate: Tnemec Series 104 H.S. Epoxy (color) applied at 4.0-6.0 mils DFT, or Engineer Approved Equal.

Finish: Tnemec Series 104 H.S. Epoxy (color) applied at 4.0-6.0 mils DFT, or Engineer Approved Equal.

T. System 18:

Surface Preparation: Power wash and/or hand clean to remove all surface contaminants, chalk, dirt, or any foreign material. Hand tool, scrape, or power tool to remove all loose, non-adherent coatings. All surfaces shall be clean, dry, and free of contaminants.

Primer: Series 108 Probond applied at 1.5-2.0 mils DFT, or Engineer Approved Equal.

Intermediate: Series 104 H.S. Epoxy (color) applied at 4.0-6.0 mils DFT, or Engineer Approved Equal.

Finish: Series 104 H.S. Epoxy (color) applied at 4.0-6.0 mils DFT, or Engineer Approved Equal.

U. System 19:

Surface Preparation: Prepare in accordance with SSPC-SP2-3 Hand and Power Tool Cleaning. Paint only clean and dry surfaces.

Block Filler: Series 132 ProTuff Mastic applied at 4.0-6.0 mils DFT, or Engineer Approved Equal.

Intermediate: Series 104 H.S. Epoxy (color) applied at 4.0-6.0 mils DFT, or Engineer Approved Equal.

Finish: Series 104 H.S. Epoxy (color) applied at 4.0-6.0 mils DFT, or Engineer Approved Equal.

V. System 20:

Surface Preparation: Prepare any rusted areas in accordance with SSPC-SP2-3 Hand and Power Tool Cleaning. Paint only clean and dry surfaces.

Intermediate: Series 27 F.C. Typoxy applied at 2.0-3.0 mils DFT, or Engineer Approved Equal.

Finish: Series 1095 Endura-Shield applied at 2.0-3.0 mils DFT, or Engineer Approved Equal.

W. System 21

Surface Preparation: Prepare any rusted areas in accordance with SSPC-SP2-3 Hand and Power Tool Cleaning. Paint only clean and dry surfaces.

Intermediate: Series 27 F.C. Typoxy applied at 2.0-3.0 mils DFT, or Engineer Approved Equal.

Finish: Series 290 CRU applied at 2.0-3.0 mils DFT, or Engineer Approved Equal.

X. System 22:

Surface Preparation: All concrete to be coated shall be cleaned prior to any aggressive surface preparation to assure all grease, oils or other contaminants are removed. Mechanically abrade by means of diamond grinding to remove laitance, curing compounds, hardeners, sealers, and other contaminants and to provide an ICRI-CSP 3-4 surface profile.

Primer: Series 201 Epoxoprime (clear) applied at 6.0-8.0 mils DFT, or Engineer Approved Equal.

Primer: Series 239 Chemtread (color) applied at 6.0-8.0 mils DFT, or Engineer Approved Equal.

Finish: Series 282 Tneme-Glaze applied at 6.0-8.0 mils DFT, or Engineer Approved Equal. Note: Micronized Polypropylene may be added to the finish coat for additional slip resistance.

Y. System 23:

Surface Preparation: Remove old paint not tightly bonded to the surface. Must be clean, dry and free of oil, grease and other contaminants. Care must be taken not to damage existing clay masonry and/or mortar joints. Reference SSPC-SP13/NACE 6.

NOTE: A test patch is recommended to determine compatibility of the specified Prime Coat over unknown previously applied coatings.

Prime Coat: Tnemec Series 151-1051 Elasto-Grip FC applied at 1.0-2.0 mils DFT or Engineer Approved Equal.

Intermediate Coat: Tnemec Series 113 H.B. Tneme-Tufcoat applied at 4.0-6.0 mils DFT or Engineer Approved Equal.

Finish Coat: Tnemec Series 113 H.B. Tneme-Tufcoat applied at 4.0-6.0 mils DFT or Engineer Approved Equal.

2.5 SURFACES NOT TO BE COATED

A. Surfaces which shall not be coated include:

1. Aluminum conduits.
2. PVC pipe and conduits.
3. Stainless steel or aluminum surfaces not specifically listed in coating system.

2.6 COLOR CODING OF PIPING AND PHYSICAL HAZARDS

A. Color coding of piping shall be in accordance with the color schedule included in Section 10445 of this Specification.

1. Identify piping with legend and arrows as specified in Section 10445 and apply after completion of finish coating.
 - B. Color Coding Physical Hazards: Exterior and interior.
- 2.7 General:
- A. Paint areas indicated to identify physical hazard areas as required by ANSI Z53.1.
 - B. All colors shall conform to Federal Safety Color Code requirements.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION

- A. Prepare surfaces for each coating system conforming to SSPC or ASTM surface preparations specifications listed.
 1. If grease or oils are present, SSPC-SP1 must precede any other method specified.
 2. Remove surface irregularities such as weld spatter, burrs, or sharp edges, prior to specified surface preparation
- B. Depth of profile will be as specified for each system, but in no instance shall it exceed one-third of the first coating dry-film thickness.
- C. Prepare only those areas which will receive the first coat of the system on the same day.

3.2 APPLICATION

- A. Apply coatings in accordance with coating manufacturer's written instructions or recommendations.
- B. Use properly designed brushes, rollers, and splay equipment for all applications.
- C. Dry-film thickness of each system shall meet the minimum specified but not exceed it more than 20% or coating manufacturer's requirements if less.
- D. On unprimed surfaces. apply first coat of the system the same day as surface preparation.
- E. Field painting shall remain 3 inches away from unprepared surface of any substrate such as areas to be welded or bolted.
- F. Environmental Conditions:
 1. Atmospheric temperature must be 50 °. F or higher during application, unless approved by coating manufacturer. Do not apply coatings when inclement weather or freezing temperature may occur within coating curing time requirements.
 2. Wind velocities for exterior applications shall be at a minimum to prevent overspray or fallout and not greater than coating manufacturer's limits.

3. Relative humidity must be less than 85% and the temperature of the surface to be painted must be at least 5 ° F above the dew point.
4. Provide adequate ventilation in all areas of application to ensure that at no time does the content of air exceed the Threshold Limit Value given on the manufacturer's Material Safety Data Sheets for the specific coatings being applied.

G. Protection:

1. Cover or otherwise protect surfaces not to be painted. Remove protective materials when appropriate.
2. Mask, remove, or otherwise protect finish hardware, machined surfaces, grilles, lighting fixtures, and prefinished units as necessary-
3. Provide cover to prevent paints from entering orifices in electrical or mechanical equipment.
4. Provide signs to indicate fresh paint areas.
5. Provide daily cleanup of both storage and working areas and removal of all paint refuse, trash, rags, and thinners. Dispose of leftover containers, thinners, rags, brushes, and rollers which cannot be reused in accordance with applicable regulations.
6. Do not remove or paint or equipment data plates, code stamps on piping, or UL fire-rating labels.

3.3 INSPECTION

- A. Contractor shall provide and use a wet-film gauges to check each application approximately every 15 minutes in order to immediately correct film thickness under or over that specified.
- B. Contractor shall provide and use a dry-film gauge to check each coat mil thickness when dry, and the total system mil thickness when completed.

3.4 CLEANING AND REPAIRS

- A. Remove spilled, dripped, or splattered paint from surfaces.
- B. Touch up and restore damaged finishes to original condition.
- C. Touch-up includes surface preparation and application of coatings specified.

END OF SECTION 099600

REVISED FOR RFP_06_REV_00

Spencer J. Fitzgerald

From: Susan Verseman <SVerseman@rcco.com>
Sent: Wednesday, June 26, 2024 4:49 PM
To: Spencer J. Fitzgerald
Cc: Lisa Fennewald
Subject: RE: 2103602_JacksonWaterPh2Proj2D - Progress Questions Architectural

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Spencer - See my answers below in red. Let me know if you want to discuss further.

SUSAN VERSEMAN PE,PMP Project Manager

o [573.547.8397](tel:573.547.8397) d [573.517.5111](tel:573.517.5111) m [573.768.0625](tel:573.768.0625)

From: Spencer J. Fitzgerald <sjfitzgerald@hornersshifrin.com>
Sent: Tuesday, June 25, 2024 11:34 AM
To: Susan Verseman <SVerseman@rcco.com>
Cc: Lisa Fennewald <lefennewald@hornersshifrin.com>
Subject: 2103602_JacksonWaterPh2Proj2D - Progress Questions Architectural

Susan,

Just a follow up from our convo last week, please forward:

- 1.) Details of fluoride room ceiling installation @ WTP#2; **Photos and descriptions sent via separate email**
- 2.) Options to field modify 48" nominal double-rabbit door frame @ WTP#2 to a 48" CLEAR opening width.
 - **Cost to remove and replace the existing frame with a hollow metal cased frame**
 - **Total \$1,433.32** (Lab = \$872.12, Mat = \$561.20)
 - **We could consider removing the frame and placing an 8" x 2" Tube steel in the opening as the frame. It might be sturdier and less resistance to damage. I'm waiting on a material cost on this but labor would be about the same since you'd likely want to cut to fit in the field, and weld in place.**
 - **The supplier didn't feel removing the stop was a workable solution.**
- 3.) Options to return exterior door at fluoride room and/or at chlorine room.
 - **Supplier will not allow a return since these have been installed and in use for a while**
 - **Remove and Replace the ½ glass in the two doors with Aluminum Panels - \$427.35**
 - **Remove Doors with Glass, Install two new solid doors and relocate panic bar/hardware from existing to new doors**
 - **Total \$2,643.37** (Lab = \$581.42, Mat = \$2,061.95)

Thanks,

From: [Lisa Fennewald](#)
To: jsanders@jacksonmo.org
Cc: bnoel@jacksonmo.org; "George Harris"; [Jim McCleish](#); [Spencer J. Fitzgerald](#)
Subject: RE: Water Treatment Plant CO#3
Date: Tuesday, July 30, 2024 8:17:07 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Janet,

Regarding the door comment below, Horner & Shifrin will pay for this door. We request that the CO be submitted to council as is. We need to keep the replacement of the door under the contract, so H&S will send a check to the City for \$1,321.69 for the City to pay the contractor. Hopefully, this email will suffice to submit to council. We will be sending you a contract form between H&S and the City to sign stating that we will pay for the door.

We apologize for this design issue which occurred due to turnover in our structural department and resulted in personnel not familiar with these door requirements.

Please call if we need to discuss further.

Thanks

Lisa Fennewald, PE
 Senior Project Manager - Water
Horner & Shifrin, Inc.
 Direct: (314) 335-8666

From: jsanders@jacksonmo.org <jsanders@jacksonmo.org>
Sent: Monday, July 29, 2024 10:36 AM
To: Lisa Fennewald <lfennewald@hornershifrin.com>
Cc: bnoel@jacksonmo.org; 'George Harris' <gharris@jacksonmo.org>
Subject: RE: Water Treatment Plant CO#3

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Lisa,

Brad, George, and I have thoroughly reviewed this change order and have the comments below. If these can be addressed by Tuesday afternoon, I can get it on the Board agenda for approval on the 5th.

- The coatings specified in the plan specs were recently found to not be suitable for this chemical environment, but those coating systems have not yet been obtained by the contractor. Since the new coatings appear to be an additional cost that would have been incurred if they were initially specified, we agree with this cost increase.
- RIHC installed a door with glazing to the chlorine room. This change order addresses the unsuitability of that door at this location, but the specifications did not prohibit a door with glazing. Although RIHC needs to be paid to replace this door and the door does need replacement, we do not feel the City should absorb this cost as it should have been properly specified in the plans.

Please call me if we need to talk about these.

Janet Sanders
 Director of Public Works
 City of Jackson
 101 Court Street
 Jackson, MO 63755
 573-243-2300 x 2031

From: Lisa Fennewald <lfennewald@hornersshifrin.com>
Sent: Wednesday, July 24, 2024 9:56 AM
To: Janet Sanders <jsanders@jacksonmo.org>
Cc: bnoel@jacksonmo.org; 'George Harris' <gharris@jacksonmo.org>
Subject: Water Treatment Plant CO#3
Importance: High

Janet,

See attached change order No. 3 for the Water Treatment Plant for council approval.

Lisa Fennewald, PE
 Senior Project Manager - Water
Horner & Shifrin, Inc.
 Direct: (314) 335-8666

*Deeds of Dedication – Water Line Easements
Water System Facility Plan Implementation Project – Phase 2, Project 2E*

BILL NO. 24-__

ORDINANCE NO. 24-__

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 WATER LINE EASEMENT DEEDS.

WHEREAS, **Wilson P. Pais, Church Enterprises, LLC, and Daniel Alvarez Leon, Hilda D. Alvarez-Arambula, Antonio Trejo, and Delia Trejo**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Water Line Easement Deeds, 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 Deeds which are 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 Deeds.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said Deeds 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: August 5, 2024.

SECOND READING: August 5, 2024.

PASSED AND APPROVED this 5th day of August, 2024, by a vote of ____ ayes, ____ nays,
____ abstentions and ____ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk

TITLE OF DOCUMENT:	WATER LINE EASEMENT DEED
DATE OF DOCUMENT:	JULY 19, 2024
GRANTOR:	WILSON P. PAIS
GRANTOR'S MAILING ADDRESS:	296 CLOVERDALE RANCH ROAD CAPE GIRARDEAU, MISSOURI 63701
GRANTOR'S DEED RECORDING:	DOCUMENT NO. 2023-06065
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	977 SOUTH DONNA DRIVE JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGE 2 OF DEED

WPP

WATER LINE EASEMENT DEED

THIS DEED, made and entered into this 19th day of July, 2024, by and between **WILSON P. PAIS**, a married man, 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 Eleven Thousand Two Hundred Dollars (\$11,200.00) and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

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

Permanent Easement:

THAT PART OF LOT 12 OF KIMBELAND SUBDIVISION, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 9, PAGE 9 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 12; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 153.30 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°55'48" EAST ALONG THE WEST LINE OF SAID LOT 12, 11.00 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°00'19" EAST 154.07 FEET TO A POINT ON THE EAST LINE OF SAID LOT 12, ALSO BEING THE WEST RIGHT OF WAY LINE OF DONNA DRIVE; THENCE SOUTH 34°55'26" WEST ALONG SAID LINE, 11.03 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 1,691 SQUARE FEET.

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.

WPP

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 water 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 because 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.

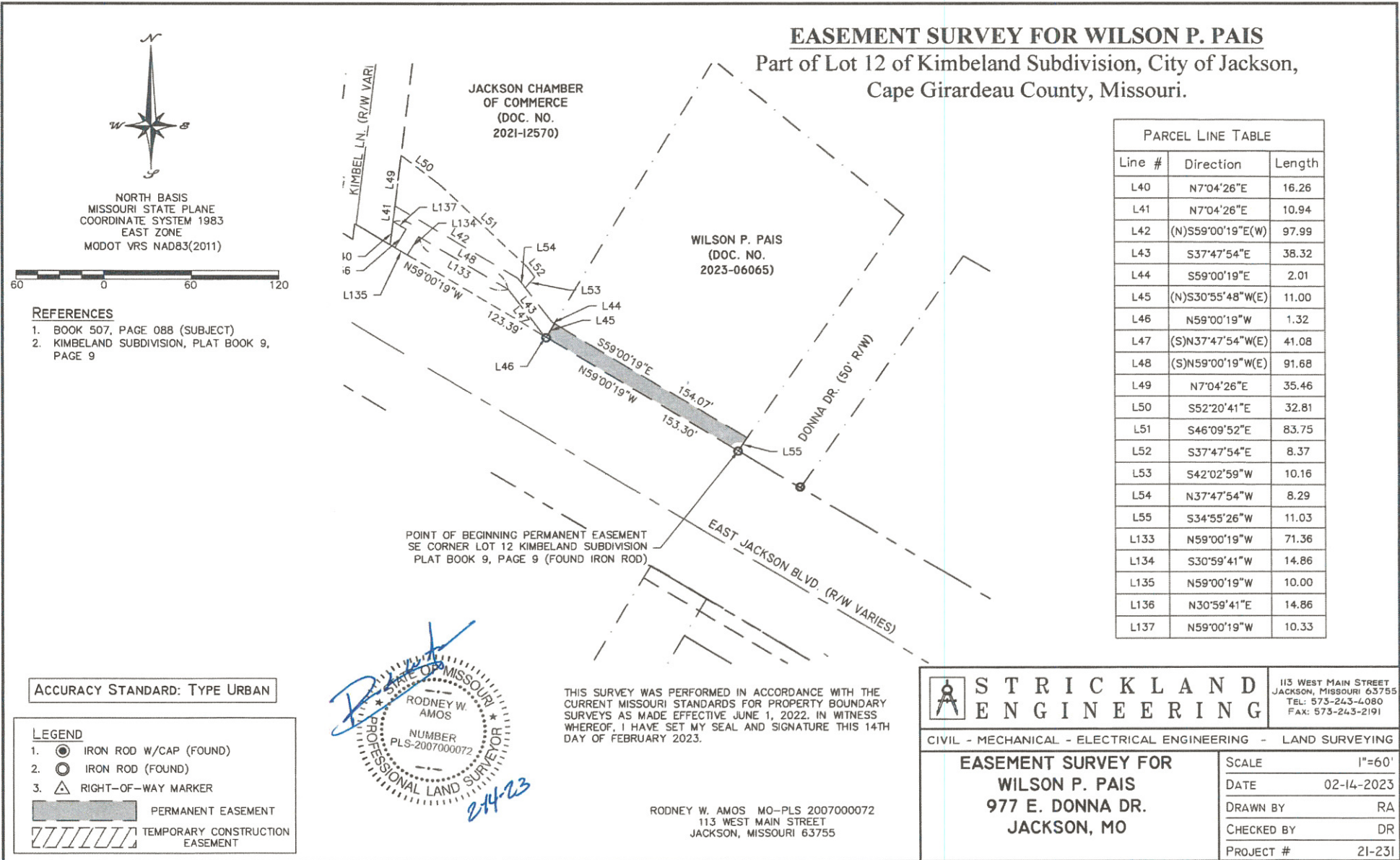
5. The Grantor agrees that the Grantee may remove the pin oak tree growing under the electric utility high line wires adjacent to East Jackson Boulevard.

6. The Grantee agrees to restore the surface of the ground to the same condition in which it was before the start of the improvement, any future maintenance work, or the removal of the pin oak tree, as near as practicable.

7. The Grantee shall pay to the Grantor the sum of Eleven Thousand Two Hundred Dollars (\$11,200.00) in return for this Water Line Easement Deed and the removal of the pin oak tree, and said sum shall be paid within thirty (30) days from date of execution.

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

WPP



TITLE OF DOCUMENT:	WATER LINE EASEMENT DEED
DATE OF DOCUMENT:	JULY 18, 2024
GRANTOR:	CHURCH ENTERPRISES, LLC
GRANTORS MAILING ADDRESS:	1915 GOLDEN EAGLE COURT CAPE GIRARDEAU, MISSOURI 63701
GRANTORS DEED RECORDING:	DOCUMENT #2013-01639
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	2030 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 2 & 3 OF DEED

WATER LINE EASEMENT DEED

THIS DEED, made and entered into this 18th day of July, 2024, by and between **CHURCH ENTERPRISES, LLC, a Missouri Limited Liability Company**, of the County of Cape Girardeau, State of Missouri, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

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

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

Permanent Easement:

THAT PART OF FRACTIONAL SECTION 7, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 13 OF KIMBELAND SUBDIVISION, AS RECORDED IN PLAT BOOK 9, PAGE 9 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE NORTH 36°25'07" EAST ALONG THE EAST LINE OF SAID LOT 13, 29.07 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 36°25'07" EAST ALONG SAID EAST LINE, 10.04 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 58°52'15" EAST 156.44 FEET; THENCE SOUTH 31°02'24" WEST 10.00 FEET; THENCE NORTH 58°52'15" WEST 157.38 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 1,569 SQUARE FEET.

Temporary Easement:

THAT PART OF FRACTIONAL SECTION 7, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 13 OF KIMBELAND SUBDIVISION, AS RECORDED IN PLAT BOOK 9, PAGE 9 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE NORTH 36°25'07" EAST ALONG THE EAST LINE OF SAID LOT 13, 29.07 FEET; THENCE LEAVING SAID EAST LINE, SOUTH 58°52'15" EAST 157.38 FEET; THENCE SOUTH 31°02'24" WEST 28.57 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 160.11 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 4,566 SQUARE FEET.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON COMPLETION OF CONSTRUCTION.

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 water 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 because 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 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.

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

IN WITNESS WHEREOF, the said Grantor has executed these presents this 18th
day of July, 2024.


CHURCH ENTERPRISES, LLC


 Boyce W. Church, President

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

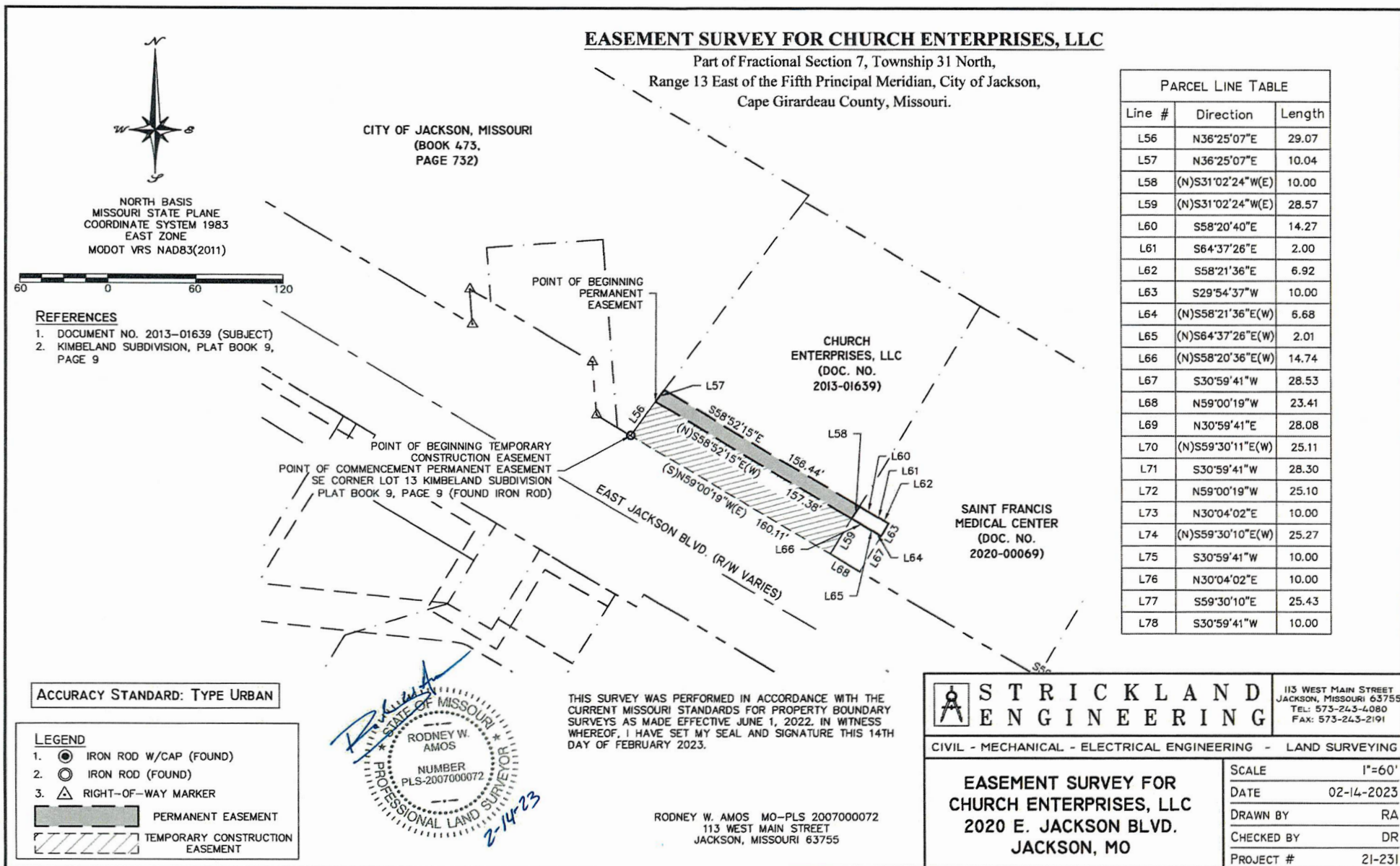
On this 18th day of July, 2024, before me personally appeared Boyce W. Church, to me known to be the person who executed the within document as President of Church Enterprises, LLC, a Missouri limited liability company, and is authorized by the Operating Agreement of said limited liability company to execute the within document on behalf of said limited liability company, and acknowledged to me that he executed the same as his free act and deed and as the free act and deed of said limited liability company for the purposes therein stated.

IN WITNESS 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 Notary Public
State of Missouri
County of Cape Girardeau
My term expires: May 13, 2028

RODNEY W BOLLINGER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 13, 2028
CAPE GIRARDEAU COUNTY
COMMISSION #12473742



TITLE OF DOCUMENT: WATER LINE EASEMENT DEED

DATE OF DOCUMENT: JULY 29, 2024

GRANTORS: DANIEL ALVAREZ LEON AND
HILDA D. ALVAREZ-ARAMBULA &
ANTONIO TREJO AND DELIA
TREJO, ALL AS JOINT TENANTS
WITH RIGHTS OF SURVIVORSHIP
AND NOT AS TENANTS IN COMMON

GRANTORS MAILING ADDRESS: 323 ASHLEY DRIVE
CAPE GIRARDEAU, MISSOURI 63701

GRANTORS DEED RECORDING: DOCUMENT #2008-05887

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

PROPERTY ADDRESS: 1830 EAST JACKSON BOULEVARD
JACKSON, MISSOURI 63755

LEGAL DESCRIPTION OF EASEMENT: SEE PAGES 2, 3, & 4 OF DEED

WATER LINE EASEMENT DEED

THIS DEED, made and entered into this 29th day of July, 2024, by and between

DANIEL ALVAREZ LEON,
by **CURTIS SESSION**, in his capacity as **Attorney-in-Fact**
Pursuant to **Durable Power of Attorney dated June 9, 2023**
and filed as **Document No. 2024-05293**, in the
Cape Girardeau County, Missouri Recorder's Office,

and

HILDA D. ALVAREZ-ARAMBULA, husband and wife,

and

ANTONIO TREFO AND DELIA TREJO, husband and wife,

all as joint tenants with rights of survivorship and not as tenants in common,
of the County of Cape Girardeau, State of Missouri, Grantors,

and

THE CITY OF JACKSON, MISSOURI, a Municipal Corporation,
of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantors, for and in consideration of the sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

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

Permanent Easement:

THAT PART OF LOT 1 OF LITZ BROTHERS SUBDIVISION NO. 4, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 14, PAGE 69 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 07°14'40" EAST ALONG THE WEST LINE OF SAID LOT 1, 35.83 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE ALONG SAID WEST LINE, NORTH 07°14'40" EAST 10.93 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°00'19" EAST 75.80 FEET; THENCE SOUTH 13°34'08" EAST 46.03 FEET; THENCE SOUTH 59°00'19" EAST 81.21 FEET; THENCE SOUTH 81°58'18" EAST 56.10 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, ALSO BEING THE WEST RIGHT OF WAY LINE OF KIMBEL LANE; THENCE SOUTH 07°14'52" WEST ALONG SAID LINE, 10.00 FEET; THENCE LEAVING SAID LINE, NORTH 81°58'18" WEST 58.27 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 87.49 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 13°30'58" WEST 45.99 FEET; THENCE NORTH 59°00'19" WEST 67.21 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,591 SQUARE FEET.

Temporary Easement No. 1:

THAT PART OF LOT 1 OF LITZ BROTHERS SUBDIVISION NO. 4, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 14, PAGE 69 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 07°14'40" EAST ALONG THE WEST LINE OF SAID LOT 1, 35.83 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°00'19" EAST 67.21 FEET; THENCE SOUTH 13°30'58" EAST 45.99 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 85.02 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,496 SQUARE FEET.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON COMPLETION OF CONSTRUCTION.

Temporary Easement No. 2:

THAT PART OF LOT 1 OF LITZ BROTHERS SUBDIVISION NO. 4, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 14, PAGE 69 IN THE LAND RECORDS OF

CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 63.65 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, SOUTH 81°58'18" EAST 58.27 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1, ALSO BEING THE WEST RIGHT OF WAY LINE OF KIMBEL LANE; THENCE SOUTH 07°14'52" WEST ALONG SAID LINE, 24.84 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 724 SQUARE FEET.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON COMPLETION OF CONSTRUCTION.

Temporary Easement No. 3:

THAT PART OF LOT 1 OF LITZ BROTHERS SUBDIVISION NO. 4, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 14, PAGE 69 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 07°14'40" EAST ALONG THE WEST LINE OF SAID LOT 1, 46.76 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE ALONG SAID WEST LINE, NORTH 07°14'40" EAST 10.93 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 59°00'19" EAST 84.39 FEET; THENCE SOUTH 13°34'08" EAST 46.03 FEET; THENCE SOUTH 59°00'19" EAST 31.87 FEET; THENCE SOUTH 30°59'41" WEST 10.00 FEET; THENCE NORTH 59°00'19" WEST 36.05 FEET; THENCE NORTH 13°34'08" WEST 46.03 FEET; THENCE NORTH 59°00'19" WEST 75.80 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 1,601 SQUARE FEET.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON COMPLETION OF CONSTRUCTION.

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 water utility facilities and uses incidental thereto.
2. The Grantee agrees that it will indemnify and hold harmless the Grantors from all claims and actions at law and in equity which may arise out of, or because of negligence of the Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing, and utilizing the easement granted hereunder.
3. The Grantors hereby reserve 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 Grantors 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 Grantors agree 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 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 shall pay to Grantor the sum of Twenty-Seven Thousand Five Hundred Dollars (\$27,500.00) in return for this Water Line Easement Deed and said sum shall be paid within thirty (30) days from date of execution.

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

29th IN WITNESS WHEREOF, the said Grantors have executed these presents this
day of July, 2024.

[Signature]
DANIEL ALVAREZ LEON by CURTIS SESSION,
in his capacity as Attorney-in-Fact
Pursuant to Durable Power of Attorney dated
June 9, 2023 and filed as Document No. 2024-05293,
in the Cape Girardeau County, Missouri Recorder's Office

[Signature]
HILDA D. ALVAREZ-ARAMBULA

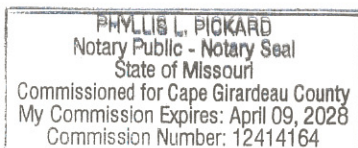
[Signature]
ANTONIO TREJO

[Signature]
DELIA TREJO

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

On this 29th day of July, 2024, before me personally CURTIS SESSION, in his capacity as Attorney-in-Fact for Daniel Alvarez Leon Pursuant to Durable Power of Attorney dated June 9, 2023 and filed as Document No. 2024-05293, in the Cape Girardeau County, Missouri Recorder's Office, to me known to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same as Attorney-in-Fact for Daniel Alvarez Leon as free act and deed.

IN WITNESS 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.



[Signature]
Phyllis L. Pickard, Notary Public
State of Missouri
County of Cape Girardeau
My term expires: 04/09/28

EASEMENT SURVEY FOR DANIEL ALVAREZ LEON & HILDA D. ALVAREZ-ARUMBULA AND ANTONIO TREJO & DELIA TREJO

Part of Lot 1 of Litz Brothers Subdivision No. 4, City of Jackson,
Cape Girardeau County, Missouri.

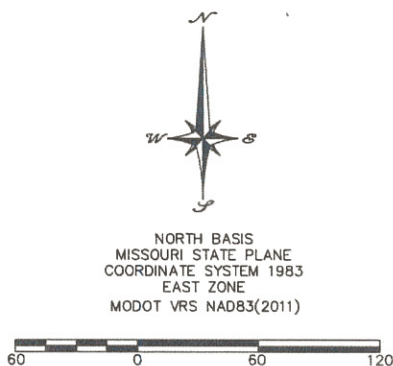
RHODES DEVELOPMENT
COMPANY, LLC
(DOC. NO.
2015-03236)

COUNTRY LIFE
INVESTMENTS, LLC
(DOC. NO.
2013-12203)

DANIEL ALVAREZ LEON AND HILDA D.
ALVAREZ-ARUMBULA
AND ANTONIO TREJO AND DELIA TREJO
(DOC. NO.
2008-05887)

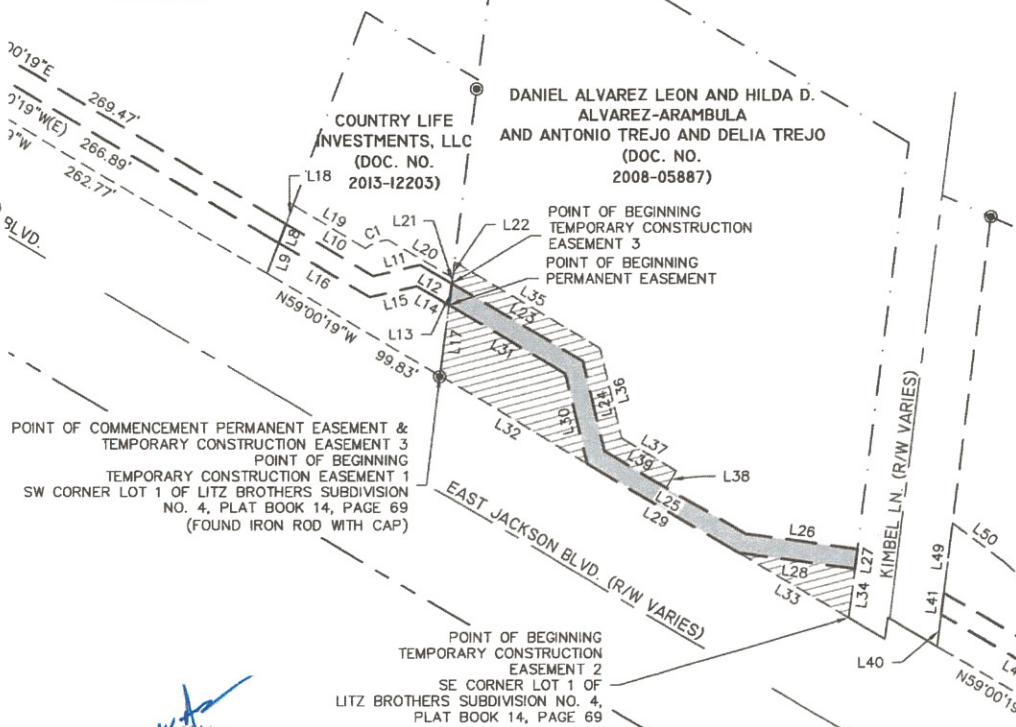
PARCEL LINE TABLE

Line #	Direction	Length
L13	N7°14'40"E	10.93
L17	N7°14'40"E	35.83
L22	N7°14'40"E	10.93
L23	(N)S59°00'19"E(W)	75.80
L24	(N)S13°34'08"E(W)	46.03
L25	S59°00'19"E	81.21
L26	S81°58'18"E	56.10
L27	S7°14'52"W	10.00
L28	(S)N81°58'18"W(E)	58.27
L29	N59°00'19"W	87.49
L30	(S)N13°30'58"W(E)	45.99
L31	(S)N59°00'19"W(E)	67.21
L32	N59°00'19"W	85.02
L33	N59°00'19"W	63.65
L34	S7°14'52"W	24.84
L35	S59°00'19"E	84.39
L36	S13°34'08"E	46.03
L37	S59°00'19"E	31.87
L38	S30°59'41"W	10.00
L39	N59°00'19"W	36.05



REFERENCES

1. DOCUMENT NO. 2008-05887 (SUBJECT)
2. LITZ BROTHERS SUBDIVISION NO. 4, PLAT BOOK 14, PAGE 69



ACCURACY STANDARD: TYPE URBAN

LEGEND

1. IRON ROD W/CAP (FOUND)
2. IRON ROD (FOUND)
3. RIGHT-OF-WAY MARKER

PERMANENT EASEMENT
 TEMPORARY CONSTRUCTION EASEMENT



THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 14TH DAY OF FEBRUARY 2023.

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



**STRICKLAND
ENGINEERING**

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

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

**EASEMENT SURVEY FOR
DANIEL ALVAREZ LEON & HILDA
D. ALVAREZ-ARUMBULA AND
ANTONIO TREJO & DELIA TREJO
1830 E. JACKSON BLVD.
JACKSON, MO**

SCALE 1"=60'
DATE 02-14-2023
DRAWN BY RA
CHECKED BY DR
PROJECT # 21-231

BILL NO. 24-____

ORDINANCE NO. 24-____

AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO REMOVAL AND HEARING PROCEDURE; 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 3, Article VII, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 3-306. Removal; hearing.

The City Administrator shall serve at the pleasure of the appointing authority. The Mayor, with consent of a majority of all members of the Board of Aldermen, may remove the City Administrator from office at will, and such City Administrator may also be removed by a six-eighths (6/8) vote of all members elected to the Board of Aldermen independently of the Mayor’s approval or recommendation. If requested, the Mayor and Board of Aldermen shall grant the City Administrator a public hearing within thirty (30) days following notice of removal. During the interim the Mayor with the approval of a majority of all aldermen or by six-eighths (6/8) of all aldermen without the Mayor’s approval, may suspend the City Administrator from duty, but shall continue his salary and, if after a hearing, removal becomes final, shall pay his salary for two (2) calendar months, or as agreed to by the parties, following the final removal date; provided, however, that if the City Administrator shall be removed for acts of dishonesty or of moral turpitude, such salary shall not be continued.

Section 2. 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 3. 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 4. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: August 5, 2024.

SECOND READING: August 5, 2024.

PASSED AND APPROVED this 5th day of August, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: July 31, 2024

RE: Change Order 2 – 2024 Concrete Pavement Improvement Program

Attached is Change Order 2 for the 2024 Concrete Pavement Improvement Program. The project has been completed and this change order reflects the final quantities as well as correction of the classification of some concrete patches that were mis-categorized in the original bid specifications prepared by the City and a couple of panels added due to water system repairs.

Our current bid specifications included an elaborate system of categorizing various street replacement panels by their adjacency to other panels to be replaced, and then setting unique bid prices for each category. This creates a complicated process for both the project manager and the contractor. In future years, this categorization will be eliminated and a single price per square yard will be bid for street panels.

All measurements of installed concrete were recorded by the Street Department's street inspector. The total project cost is still below the engineer's estimate and budget amount for this year's program.

N SHAWNEE BLVD	E	20.00	5.50	12.22	Y	36.67	15-30 SY*	Should Be	\$	110.00	\$	4,033.70
N SHAWNEE BLVD	F	20.00	11.00	24.44				30-45 SY			\$	-
N SHAWNEE BLVD	I	10.00	11.00	12.22		47.97	30-45 SY	Should Be	\$	78.50	\$	3,765.65
N SHAWNEE BLVD	J	10.00	11.00	12.22				45-60 SY			\$	-
N SHAWNEE BLVD	K	10.00	5.50	6.11							\$	-
N SHAWNEE BLVD	L	9.50	11.00	11.61							\$	-
N SHAWNEE BLVD	M	9.50	5.50	5.81							\$	-
RIDGE RD	A	20.00	11.00	24.44	Y	24.44	0-15 SY*	Should Be				
								15-30 SY	\$	120.00	\$	2,932.80
EAGLE DR	J	33.00	10.75	39.42	Y	39.42	15-30 SY*	Should be				
EAGLE DR	A	16.58	15.34	28.26				30-45 SY	\$	110.00	\$	4,336.20
EAGLE DR	B	18.17	16.34	32.99		87.50	90+ SY	Should Be	\$	75.00	\$	6,562.50
EAGLE DR	C	14.25	16.58	26.25				60-90 SY			\$	-
OTTO DR	A	17.67	10.67	20.95							\$	-
OTTO DR	B	15.00	11.25	18.75		60.65	90+ SY	Should be	\$	75.00	\$	4,548.75
OTTO DR	C	17.67	10.67	20.95				60-90 SY			\$	-
										\$	26,179.60	



City of Jackson

CHANGE ORDER

PROJECT: 2024 Concrete Pavement Improvement Program

DATE OF ISSUANCE: August 5, 2024

CHANGE ORDER NO.: 2

OWNER: City of Jackson – 101 Court Street, Jackson, Missouri 63755

CONTRACTOR:
Putz Construction, LLC

THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AS FOLLOWS:

☒ See Attachments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$253,899.27	Original Contract End Date: August 12, 2024
Previous Change Orders: \$41,869.00	Net Change from Previous Change Orders: n/a
Contract Price prior to this Change Order: \$291,040.31	Contract End Date prior to this Change Order: August 12, 2024
Net Increase (Decrease) of this Change Order: \$30,160.24	Net Increase (Decrease) of this Change Order: n/a
Contract Price with all approved Change Orders: \$321,200.55	Contract End Date with all approve Change Orders: August 12, 2024

Recommended By: *Janet Sanders*
Project Manager

07/31/2024

Date

Approved By:

Mayor of the City of Jackson

Date

Accepted By:

Roni Putz
Digitally signed by Roni Putz
Date: 2024.08.02 10:15:30
-05'00'
Authorized Representative
of the Contractor

Date

Service Agreement



SERVICE AGREEMENT

This SERVICE AGREEMENT ("Agreement") is made and entered into on July 18, 2024, by and between HR SOLUTIONS ON-CALL, LLC. ("Service Provider"), and The City of Jackson, Missouri ("Company").

WHEREAS, the Company is in need of HR consulting services; and

WHEREAS, the Service Provider is willing to provide HR consulting services to the Company;

NOW, THEREFORE, the parties agree as follows:

1. Services and Payment: 1.1. In exchange for a fee of \$7,000.00, paid by the Company and delivered to the Service Provider, the Service Provider agrees to provide the following service(s):

Salary Survey

HR Solutions will survey 5-10 of Cities that are comparable to the City of Jackson, aggregate the data in a concise way, and then present to the Human Resources Manager.

Salaries and total benefit packages will be surveyed.

Once the survey is completed, Dr. Steve Cohen will come on site to present the data, and field questions. Company shall reimburse Service Provider for mileage from Lee's Summit, Missouri to Jackson, MO, and back (Approx. 680 miles), at the current federal mileage rate of \$0.67 per mile.

2. Consulting Collaboration: 2.1. The Company understands that the Service Provider is acting as a consultant and will collaborate with the Service Provider as needed for substantial matters and decisions. 2.2. The Company agrees to hold the Service Provider harmless from any damage or claim against the Company as a result of the Company's noncompliance with any law or regulation or failure to take the action recommended by the Service Provider to achieve compliance.

3. Legal Disclaimer: 3.1. The Company acknowledges that the Service Provider is not an attorney and is not providing legal advice. The Service Provider is informing the Company regarding governmental regulations and controls.

4. Governing Law: 4.1. This Agreement shall be interpreted and enforced according to the laws of the State of Missouri and shall be binding upon the Service Provider's and the Company's successors and assigns.

5. Additional Services: 5.1. Upon payment of additional fees, the Service Provider can provide additional services, including but not limited to: - Creation of employment handbooks. - Conducting salary surveys. - Drafting sexual harassment policies. - Creating specific job descriptions. - Guiding on performing reference checks on potential employees. - Developing recruiting and dismissal policies. - Reviewing schedules and forms. - Addressing various other labor relations matters.

6. Collection of Fees: 6.1. In the event the Service Provider must retain third-party assistance to collect any amount due under this Agreement, the Company shall pay all reasonable expenses of such collection efforts, including but not limited to, reasonable attorney's fees.

7. Representation in Lawsuits: 7.1. In the event that the Service Provider is named in a lawsuit against the Company, the Company acknowledges that the Service Provider's interests are aligned with the Company's interests. Therefore, the Service Provider's interests will be represented by the Company's counsel at the Company's expense.

IN WITNESS WHEREOF, the representatives of the Service Provider and the Company sign below on behalf of their respective entities and hereby acknowledge that they have the authority to enter into this Agreement on behalf of such entity.

To indicate your acceptance of the above, sign electronically below.

J.J. WISEMAN

Type your name

HR SOLUTIONS ON CALL

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *HR SOLUTIONS ON-CALL, LLC, OF LEE SUMMIT, MISSOURI*, RELATIVE TO THE 2024 EMPLOYEE WAGE, SALARY, AND BENEFITS SURVEY; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **HR Solutions On-Call, LLC, of Lee Summit, 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: August 5, 2024.

SECOND READING: August 5, 2024.

PASSED AND APPROVED this 5th day of August, 2024, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

CONTRACT

THIS CONTRACT is made and entered into this 1st day of August, 2024, by and between the *CITY OF JACKSON, MISSOURI*, a municipal corporation, (the “City”) and *HR SOLUTIONS ON-CALL, LLC* (the “Company”), WITNESSETH:

WHEREAS, the City has determined that it is in need of human resource consulting services; and,

WHEREAS, the Company submitted appropriate qualifications for the provision of such services; and,

WHEREAS, the City has agreed to accept Company’s qualifications.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, each party hereby agrees as follows:

SECTION A – Scope

- 1. DESCRIPTION OF WORK: The Company hereby acknowledges that it shall survey between five and ten cities of comparable size to the City for salary and benefits; aggregate the data concisely; and Dr. Steve Cohen will present the data in person at the City to answer questions.

SECTION B – Authorization of Services

1. Required services are denoted above in the Description of Work.
2. Specific assignments for recommended additional services require the Company to submit a “task order” to the City containing a written scope of work and cost estimate schedule. A written notice to proceed from the City must be obtained by the Company prior to commencing with any recommended additional services.

SECTION C – Compensation for Company’s Services

1. The City shall pay the Company a total of \$7,455.60 for the services described and the expenses for presenting the data and answering questions in person at the City. The City will pay to the Company \$3,727.80 to begin the services and \$3,727.80 at the conclusion of the services.
2. Invoices for task orders approved in writing by the City are to be submitted on a monthly basis. Invoices should include the project name and a brief description of the services provided during the billing period. Separate invoices should be submitted per specific assignment. All invoices are to be sent to the attention of the Director of Public Works.

SECTION D – Miscellaneous Provisions

1. No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without written consent and approval of the Director of Human Resources. The subletting of the work shall in no way relieve the Company

of primary responsibility for the quality and performance of the work. The Company will give personal attention to the faithful completion of the work and will keep all aspects of the work under Company's control.

2. Subcontracting shall not, under any circumstances, relieve the Company of liability or of any obligations under this Contract. The Company shall at all times have a supervising representative other than the subcontractor at a work site.
3. Work performed under this Contract must be satisfactory to the City. The City shall have the final say in determining such questions. Unsatisfactory work shall be sufficient justification for immediate termination of this Contract.
4. The Company shall provide proof of insurance, including public liability and property damage insurance and worker's compensation insurance for all employees employed on City projects. Proof of such insurance shall be provided annually each year this Contract is in effect, beginning August 1, 2024. Certificates of insurance must be in a form and amount acceptable to the City. Company shall provide the City ten days written notice prior to canceling insurance coverage. The City shall have absolute discretion as to the sufficiency of Company's insurance.
5. The Company must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement. All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Company

naming the City as an additional insured shall also be required. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

6. The Company shall indemnify and save harmless the City, its officers, agents, employees, and servants against all loss, damage, or expenses that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work under the Contract.
7. The Company shall comply with all federal, state and municipal laws, regulations and ordinances, including, but not limited to, environmental and labor statutes and regulations.
8. The Company agrees that during the life of this Contract it will not discriminate against any employee, applicant for employment or subcontractor because of race, religion and national origin. A similar nondiscrimination provision will be included in all subcontracts entered into in the performance of this Contract. Violation of this provision shall be good cause for the City to terminate this Contract, and any payment due or subsequently accruing to the Company under this Contract may be subject for forfeiture in the event of violation of this paragraph.
9. This Contract shall bind the parties hereto, their successors and assigns.

10. This Contract and attached exhibits constitute the entire Contract between the parties and supersedes any prior representations, offers, negotiations or understandings between the parties with respect to the subject matter of this Contract.
11. This Contract shall be deemed to have been fully executed and made by the parties herein and governed by the internal laws of the State of Missouri for all purposes and intents. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Contract, or regarding its alleged breach, shall be instituted in the Circuit Court of Cape Girardeau County, Missouri.
12. The Company hereby certifies that the information provided to the City and in any attachments listed herein is true and correct to the best of the Company's knowledge and agrees to have any of the statements checked by the City unless the Company has indicated to the contrary. The Company authorizes the references listed to provide the City any and all information concerning the Company's previous employment and any pertinent information that they may have. Further, the Company releases all parties and persons from any and all liability for any damages that may result from furnishing such information to the City as well as from the use or disclosure of such information by the City or any of its agents, employees or representatives. The Company understands that any misrepresentation, falsification or material omission of information may result in the Company's failure to be awarded a contract or termination of contract.

[Signatures on following page]

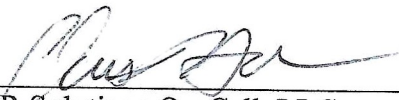
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
the day and year first above written.

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk



HR Solutions On-Call, LLC,
Title: Principal

*Stormwater Detention Basin Easement Deed
– at 3384 Bainbridge Road*

BILL NO. 24-____

ORDINANCE NO. 24-____

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

WHEREAS, **Jacob and Nicole Jones**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Stormwater Detention Basin 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: August 5, 2024.

SECOND READING: August 5, 2024.

PASSED AND APPROVED this 5th day of August, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

TITLE OF DOCUMENT:	STORMWATER DETENTION BASIN EASEMENT DEED
DATE OF DOCUMENT:	JULY 25, 2024
GRANTOR:	JACOB AND NICOLE JONES
GRANTORS MAILING ADDRESS:	3384 BAINBRIDGE ROAD JACKSON, MISSOURI 63755
GRANTORS DEED RECORDING:	DOCUMENT NO. 2024-00619
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	3384 BAINBRIDGE ROAD JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGE 1 OF EASEMENT DEED

DEED OF DEDICATION
STORMWATER DETENTION BASIN EASEMENT

THIS DEED, made and entered into this 25th day of July, 2024, by and between **JACOB JONES AND NICOLE JONES**, husband and wife, Grantors, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantors, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **GRANT** unto the said Grantee, **A STORMWATER DETENTION BASIN EASEMENT** for the following purposes:

To provide for permanent stormwater retention to reduce increased runoff due to development within the City of Jackson, and to provide adequate access for construction, inspection, maintenance, repair, replacement, and operation of a stormwater detention basin and drainage system components, particularly within the following real estate as described, to wit:

COMMENCE AT THE SOUTHWEST CORNER OF U.S.P.S. NO. 790, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING A POINT ON THE EAST LINE OF SAID U.S.P.S. NO. 324; THENCE SOUTH 06°40'44" WEST ALONG SAID EAST LINE, 745.00 FEET; THENCE LEAVING SAID EAST LINE, NORTH 83°19'16" WEST 30.00 FEET; THENCE SOUTH 06°40'44" WEST 627.58 FEET; THENCE NORTH 83°19'13" WEST 666.98 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURESES, NORTH 05°24'59" EAST 59.47 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE NORTHWEST, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 680.00 FEET, FOR AN ARC LENGTH OF 256.35 FEET, (THE CHORD OF SAID ARC BEARS NORTH 05°23'00" WEST 254.83 FEET) FOR THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, AND LEAVING SAID WEST RIGHT OF WAY LINE, ALONG A NON-TANGENT CURVE TO THE NORTHWEST, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2922.47 FEET, FOR AN ARC LENGTH OF 145.82 FEET, (THE CHORD OF SAID ARC BEARS NORTH 80°17'13" WEST 145.80 FEET); THENCE NORTH 08°32'22" EAST 52.40 FEET; THENCE SOUTH 88°03'45" EAST 110.35 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE ALONG SAID WEST LINE ALONG A NON-TANGENT CURVE TO THE SOUTHEAST, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 680.00 FEET, FOR AN ARC LENGTH OF 77.12 FEET, (THE CHORD OF SAID ARC BEARS SOUTH 19°25'56" EAST 77.08 FEET) TO THE POINT OF BEGINNING.

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.

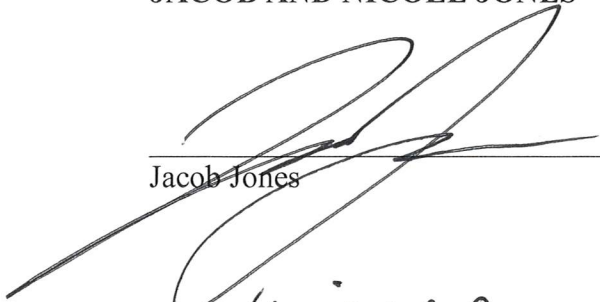
IN CONSIDERATION OF THE FOREGOING, the parties mutually agree as follows:

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 Grantors 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 Grantors hereby reserve 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 Grantors 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 Grantors agree 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.

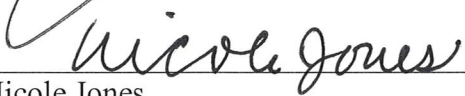
[Remainder of page intentionally left blank. Signatures appear on following page.]

IN WITNESS WHEREOF, the said Grantors have executed these presents the day and year first written above.

JACOB AND NICOLE JONES



Jacob Jones




Nicole Jones

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss

On this 25th day of July, 2024, before me, the undersigned notary public, personally appeared Jacob and Nicole Jones, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same as their free act and deed.

IN WITNESS 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.



Notary Public
State of Missouri
County of Cape Girardeau

JANET L. SANDERS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR CAPE GIRARDEAU COUNTY
MY COMMISSION EXPIRES JUL. 31, 2024
ID #12611339

My term expires: 7-31-2024

EASEMENT EXHIBIT

Part of U.S.P.S NO. 324, Township 31 North, Range 13 East of the Fifth Principal Meridian, in the City of Jackson and County of Cape Girardeau, Missouri.

STORM WATER DETENTION BASIN EASEMENT - DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF U.S.P.S. NO. 790, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, BEING A POINT ON THE EAST LINE OF SAID U.S.P.S. NO. 324; THENCE SOUTH 06°40'44" WEST ALONG SAID EAST LINE, 745.00 FEET; THENCE LEAVING SAID EAST LINE, NORTH 83°19'16" WEST 30.00 FEET; THENCE SOUTH 06°40'44" WEST 627.58 FEET; THENCE NORTH 83°19'13" WEST 666.98 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING COURSE, NORTH 05°24'59" EAST 59.47 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE NORTHWEST, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 680.00 FEET, FOR AN ARC LENGTH OF 256.35 FEET, (THE CHORD OF SAID ARC BEARS NORTH 05°23'00" WEST 254.83 FEET) FOR THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, AND LEAVING SAID WEST RIGHT OF WAY LINE, ALONG A NON-TANGENT CURVE TO THE NORTHWEST, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 2922.47 FEET, FOR AN ARC LENGTH OF 145.82 FEET, (THE CHORD OF SAID ARC BEARS NORTH 80°17'13" WEST 145.80 FEET); THENCE NORTH 08°32'22" EAST 52.40 FEET; THENCE SOUTH 88°03'45" EAST 110.35 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE ALONG A NON-TANGENT CURVE TO THE SOUTHWEST, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 680.00 FEET, FOR AN ARC LENGTH OF 77.12 FEET, (THE CHORD OF SAID ARC BEARS SOUTH 19°25'56" EAST 77.08 FEET) TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 7,748 SQUARE FEET.

Curve Table

Curve #	Length	Radius	Chord Direction	Chord Length
C3	128.26	680.00	N10° 46' 46"W	128.07
C4	86.79	680.00	N1° 43' 10"W	86.73
C5	41.29	680.00	S3° 40' 37"W	41.29
C10	145.82	2922.47	N80° 17' 13"W	145.80
C11	77.12	680.00	S19° 25' 56"E	77.08
C12	256.35	680.00	N5° 23' 00"W	254.83



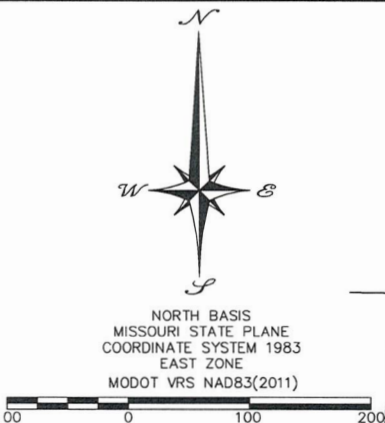
**STRICKLAND
ENGINEERING**

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

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

**STORM WATER DETENTION
BASIN EASEMENT EXHIBIT
OLD ORCHARD TOWN HOMES**

SCALE	1"=100'
DATE	7-12-24
DRAWN BY	DR
CHECKED BY	RA
PROJECT #	24-052



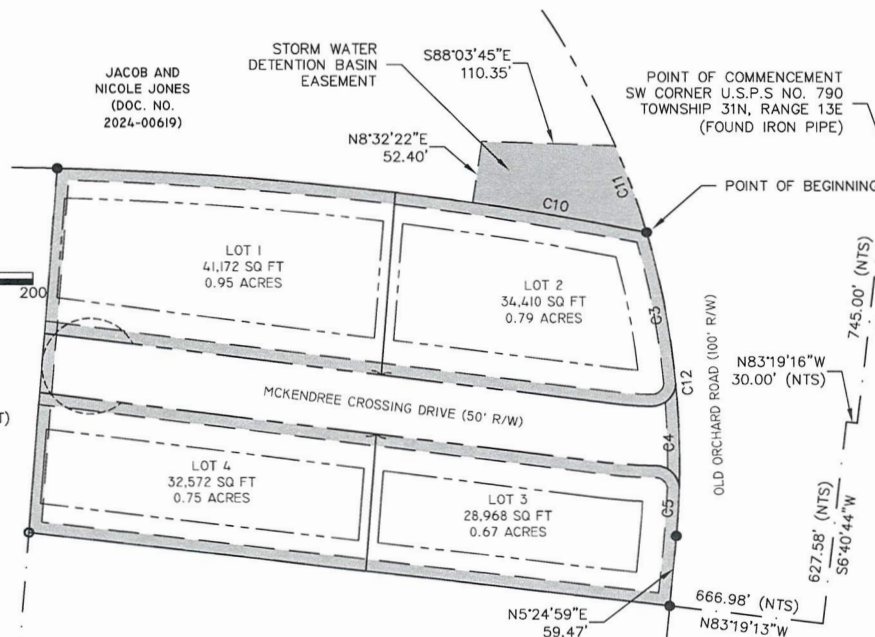
REFERENCES

1. DOCUMENT NO. 2024-00619 (SUBJECT)
2. DOCUMENT NO. 2016-07483
3. DOCUMENT NO. 2007-02508
4. DOCUMENT NO. 2019-07202
5. SURVEY DOCUMENT NO. 2023-08738

ACCURACY STANDARD: TYPE URBAN

LEGEND

1. 1/2" IRON ROD (SET)
2. 5/8" IRON ROD W/ALUM CAP (SET)
3. IRON ROD W/CAP (FOUND)
4. IRON ROD (FOUND)
5. IRON PIPE
6. STONE
7. COTTON PICKER SPINDLE
8. CHISELED CROSS
9. AXLE
10. ALUMINUM MONUMENT
11. (NTS) NOT TO SCALE
12. (M) MEASURED
13. (R) RECORDED



THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 12TH DAY OF JULY 2024.

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