



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN STUDY SESSION
Monday, April 03, 2023 at 6:30 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

DISCUSSION ITEMS

1. Purple Heart City presentation
- [2.](#) Highway 61 Bridge Replacement and Roadway Improvements Project – Municipal and Cost Apportionment Agreement with MoDOT
3. US DOT Charging and Fueling Infrastructure Grant Program
- [4.](#) Special Event Permit Application for the Community Outreach Board's Cruisin' Uptown Jackson
5. Discussion of previously tabled items (unspecified)
6. Additional items (unspecified)

Posted on 03/31/2023 at 04:00 PM.

CCO Form: DE63
 Approved: 12/17 (BDG)
 Revised: 12/21 (BDG)
 Modified:

Municipal and Cost Apportionment Agreement
 Route: 61
 County: Cape Girardeau
 Job No.:J9P3735

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AND COST APPORTIONMENT AGREEMENT

THIS AGREEMENT is entered into by the **Missouri Highways and Transportation Commission** (hereinafter, "Commission") and the **City of Jackson**, Missouri, a municipal corporation (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route 61, Cape Girardeau County, Job No. J9P3735 shall consist of bridge replacement at Hubble Creek and roadway improvements.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Beginning at Station 845+65, at the intersection of Route 61 and Route D (Independence Street), a point 2534 feet south and 255 feet east of the common corner of Section 2,3,10, & 11, Township 33 North, Range 4 East 5th Principal Meridian, run in a generally southerly direction along existing Route 61 to Station 881+43.69, just south of the intersection of Route 61 and Washington Street. Length of improvement within city is 3579 feet.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION:

(A) The general location of the public improvement is shown on an attached sketch marked "Exhibit A1" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(B) The public improvement will temporarily detour Route 61 traffic over Farmington Road, a City Street. The general temporary detour route is shown on an attached sketch marked "Exhibit A2" and made a part of this agreement. The detailed

temporary detour is shown on the plans prepared by the commission for the above designated route and project.

(5) PURPOSE: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J9P3735. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

(6) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) PAYMENT RESPONSIBILITIES: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The total project cost will include sidewalks, utilities, lighting, construction, black powder coating, trail, and barrier currently estimated at five million four hundred thirty-eight thousand two hundred ninety-one dollars (\$5,438,291.00). The City will be responsible for Fifty percent (50%) of the cost of new sidewalks and utility relocation estimated at seven hundred sixty two thousand four hundred nine dollars (\$762,409.50). The city is also responsible for one hundred percent 100% of the cost of Lighting and black powder coating of signs estimate at two hundred thirty seven thousand nine hundred thirty seven dollars (\$237,937.00). The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof. The current estimate of the City's responsibilities is one million three hundred forty-six dollars and fifty cents (\$1,000,346.50). The City shall remit a check in the amount of one million

three hundred forty-six dollars and fifty cent (\$1,000,346.50) to cover their portion of sidewalks, utilities, black powder coating, and lighting costs no later than five (5) days prior to the Commission's advertisement of the project for bids. The check should be made payable to the *Director of Revenue – Credit State Road Fund*. If the City fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(B) The Commission is responsible for the balance of the project, excluding the City's responsibilities, currently estimated at four million four hundred thirty seven thousand nine hundred forty-four dollars and eighty cents (\$4,437,944.80).

(C) The City and Commission will share equally cost overruns or underruns for new sidewalks and utilities. The City is 100% responsible for cost overruns or underruns for lighting and black powder coating. The commission will be responsible for 100% of cost overruns for the remainder of the project and will receive all cost underruns from the same.

(D) If, at the time of the letting, the lowest responsive bid is higher than the estimated construction and inspection cost amount, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Director of Revenue – Credit State Road Fund*. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(8) COMMINGLING OF FUNDS: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *State Road Fund*. If the amount deposited with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the City based on its pro rata share of the investment.

(9) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement. The City shall grant to the Commission at no cost a temporary easement across the City Park property for the relocation of the entrance to the park (Parkview Street), construction of the bridge and construction of sidewalks as shown on the highway plans and described in the temporary easement containing 1.09 acres total.

(10) CLOSE AND VACATE: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. When the Commission deems it necessary to close Cascade Drive, Parkview (Park entrance), East Park Street, West Park Street, East Mary Street, West Mary Street, Hope Street, Washington Street, Barton Street, Sanford Street, and Pepper Alley permanently during construction, the City shall be advised in time to make provisions for the diversion and rerouting of traffic. The City shall close the Cascade Drive connection to Route 61 permanently after the project is completed and will legally vacate and close the street connection by city ordinance.

(11) RIGHT-OF-WAY ACQUISITION:

Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(12) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the project limits will be relocated by the Commission in accordance with the City's engineered plans. The City will be responsible for 50% of all costs associated with the relocation of the public utilities owned by the City.

(C) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-way included in this project shall be done only in accordance with the general rules and

regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission and only after a permit for the specific work has been obtained from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

(13) LIGHTING

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(C) Continuous lighting will be added to the project and shall be maintained by the City at no cost to the Commission through a separate Lighting agreement. The design and construction of the continuous lighting on the Commission's right of way shall meet the requirements of EPG , Standard Specifications and Plans for Highway Construction , and MUTCD.

(14) TRAFFIC CONTROL DEVICES: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

(15) DRAINAGE:

The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface

water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(16) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(17) COMMENCEMENT OF WORK: After acquisition of the necessary right-of-way, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and right-of-way costs. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City by quitclaim from the commission to the city after the project is completed. This conveyance shall include any excess land purchased from tracts 1,2,3 and 4 on the highway plans.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept the portions of existing highways within City replaced by this improvement.

(D) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(19) ACCEPTED WITHIN HIGHWAY SYSTEM: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(20) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (19) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(21) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(22) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(23) OUTDOOR ADVERTISING: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(24) WITHHOLDING OF FUNDS: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's failure to comply, withhold the expenditure of further funds for maintenance, improvement,

construction, or reconstruction of the state highway system in the City.

(25) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(26) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(27) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

(28) COMMISSION REPRESENTATIVE: The Commission's Southeast District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the

Commission in furtherance of the performance of this Agreement.

(29) CITY REPRESENTATIVE: The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(30) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
Dwain Hahs, Mayor
City of Jackson
101 Court Street
Jackson MO 63755

Facsimile No:573-243-4588

(B) To the Commission:
Mark Croarkin, District Engineer
Missouri Department of Transportation, Southeast District
2675 North Main Street
Sikeston MO 63801

Facsimile No:573-472-5341

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(31) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(32) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(33) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(34) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or

benefits to anyone other than the Commission and the City.

(35) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(36) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(37) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(38) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement. All right-of-way purchased for the city as designated on the highway plans, shall be conveyed by quitclaim from the Commission to the City after the project is completed at no cost to the city. This conveyance shall include any excess land purchased from tracts 1, 2, 3 and 4 on the highway plans.

(39) NO INTEREST: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements on Commission right of way whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(40) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly

authorized representative of the City and the Commission.

(41) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(42) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(43) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(44) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(Date).

Executed by the Commission on _____(Date).

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF JACKSON

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Commission Counsel

By: _____

Title: _____

Ordinance Number _____

EXHIBIT A1

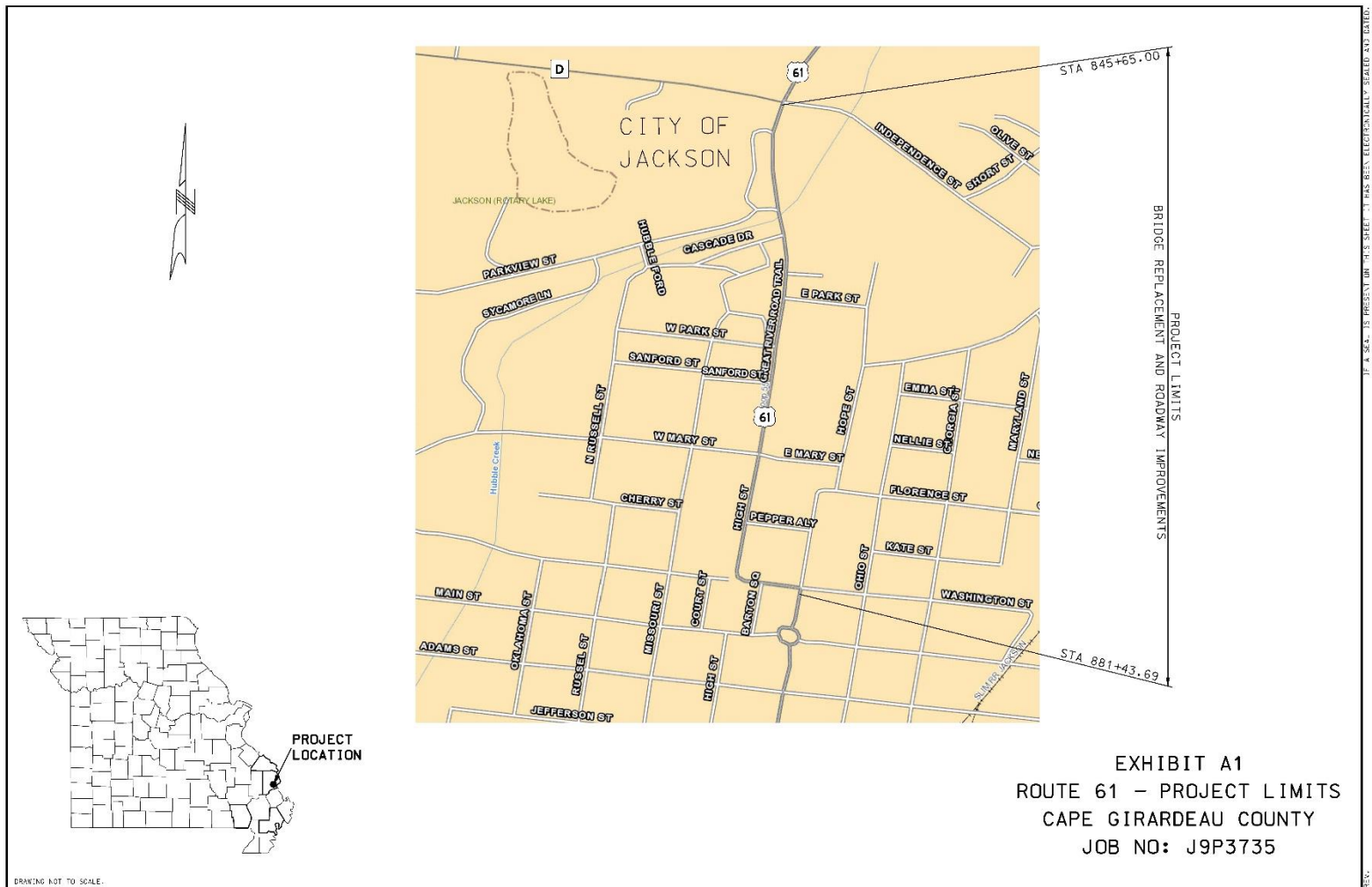


EXHIBIT A2

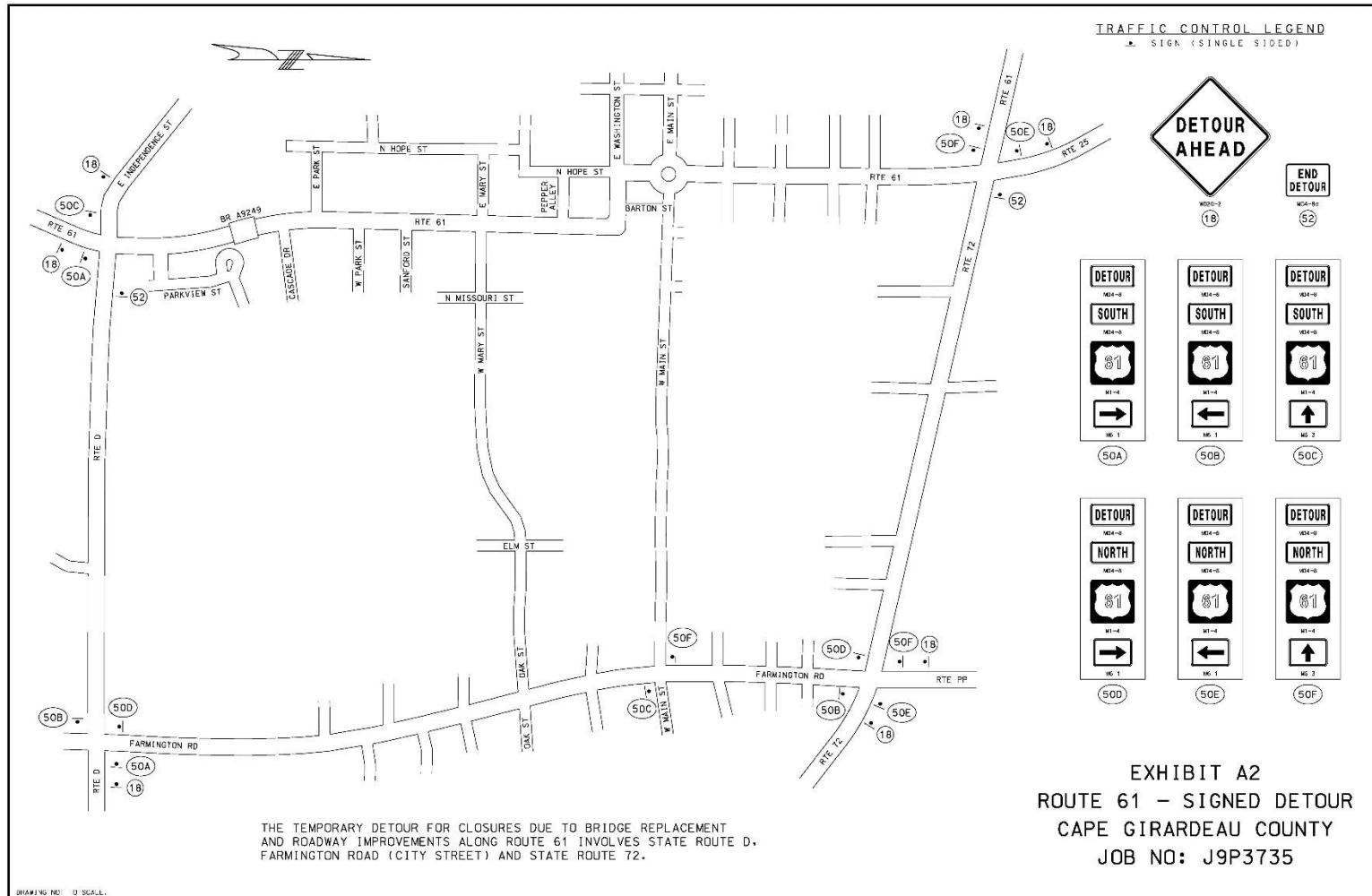


Exhibit B

Project Name: Rte 61 Bridge replacement at Hubble Creek and roadway improvements.

MoDOT Project Number: J9P3735

Description: Rte 61 Bridge replacement at Hubble Creek and roadway improvements.

Total Project Cost Estimate: \$5,438,291.00

Local Entity: City of Jackson

	Route 61 Roadway and Bridge	MoDot	City	Percents
Sidewalks	\$141,031.00	\$70,515.50	\$70,515.50	50/50
Trail & Barrier	\$102,738.00	\$102,738.00		100% MoDot
Utilities	\$1,383,788.00	\$691,894.00	\$691,894.00	50/50
Black Powder Coating	\$8,000.00		\$8,000.00	100% City
Construction	\$3,363,797.00	\$3,363,797.00		100% MoDot
Lighting	\$229,937.00		\$229,937.00	100% City
Construction Engineering	\$209,000.00	\$209,000.00		100% MoDot
Total	\$5,438,291.00	\$4,437,944.50	\$1,000,346.50	

Project Responsibilities:

Design	MoDot
Right of Way Acquisition	MoDot
Letting	MoDot
Inspection	MoDot

Financial Responsibilities:

City of Jackson	\$1,000,346.50
MoDot	\$4,437,944.50
Total:	\$5,438,291.00

How are overruns and underruns handled? MoDOT and the City will share responsibility for cost overruns and underruns for new sidewalks and utilities equally. The city will be responsible for 100 % of cost overruns and underruns for lighting and black powder coating for signing equipment. MoDOT will be responsible for 100% of cost overruns and underruns for the remainder of the project.

CCO FORM: RW24
 Approved: 06/96 (RMH)
 Revised: 06/21 (BDG)
 Modified:

COUNTY: Cape Girardeau
 ROUTE: 61
 PROJECT: J9P3735
 FED. PROJECT: N/A
 PARCEL: 39

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TEMPORARY EASEMENT FOR HIGHWAY PURPOSES

THIS INDENTURE, made this ____ day of _____, 2023, by and between City of Jackson, a Municipal Corporation, of the County of Cape Girardeau, and State of Missouri, 101 Court Street, Jackson, MO 63755 (grantor), and the State of Missouri, acting by and through the Missouri Highways and Transportation Commission, 105 W. Capitol Avenue, Jefferson City, MO 65102, (grantee).

WITNESSETH, that the said grantor, in consideration of the sum of One and NO/100 Dollars (\$1.00) and other good and valuable consideration, to it paid by the said grantee, the receipt of which is hereby acknowledged, does by these presents remise, release and quitclaim unto said grantee, the following described temporary easement in real estate in the County of Cape Girardeau, State of Missouri, to wit:

A temporary construction easement in US Survey No. 2250, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, Missouri, lying within boundaries designated by points measured at right angles from the Westerly side of the Rte. 61 surveyed centerline, to wit: Commencing at Station 846+72.60 on the hereinafter described Rte. 61 surveyed centerline; thence Westerly to a point 45.27 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 846+72.60, said point being the Point of Beginning; thence Northwesterly to a point 90.0 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 846+46.2; thence Southwesterly to a point 110.0 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 847+00.0; thence Southwesterly to a point 125.0 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 847+70.0; thence Southerly to a point 130.0 feet Southwesterly of and at a right angle to the Rte. 61 surveyed centerline Station 848+70.0; thence Southeasterly to a point 85.0 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 851+00.0; thence Southwesterly to a point 100.0 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 851+70.0; thence Southeasterly to a point 90.0 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 854+80.0; thence Easterly to a point 51.8 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 854+80.0, said point lying on the existing Rte. 61 Westerly boundary; thence Northerly along said boundary to point of beginning.

The above described temporary easement contains 1.07 acres, more or less.

Also a temporary construction easement in US Survey No. 2250, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, Missouri, lying within boundaries designated by points measured at right angles from the Westerly side of the Rte. 61 surveyed centerline, to wit: Commencing at Station 860+31.53 on the hereinafter described Rte. 61 surveyed centerline; thence Westerly to a point 27.64 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 860+31.53, said point being the Point of Beginning; thence Westerly to a point 32.79 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 860+31.48; thence Southerly to a point 32.8 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 861+53.5; thence Southwesterly to a point 60.6 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 861+73.5; thence Easterly to a point 27.28 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 861+73.85, said point lying on the existing Rte. 61 Westerly boundary; thence Northerly along said boundary to point of beginning.

The above described temporary easement contains 0.02 acres, more or less.

Upon completion and final acceptance of the project, the temporary easement rights in the last two described tracts shall cease and be no longer in effect.

The Route 61 surveyed centerline from Station 845+65.00 to Station 881+43.69 is described as follows:

Commencing from the Northeast Corner of USP Survey 218, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, as shown in Document No. 2014-04287; thence S4°10'10"E a distance of 3,049 feet to the Rte. 61 surveyed centerline PT Station 850+76.47 also being the Point of Beginning; thence S9°03'48"E a distance of 413.01 feet to the Rte. 61 surveyed centerline PC Station 854+89.48; thence along the arc of a 5°00'00.0" curve to the right a distance of 326.23 feet to the Rte. 61 surveyed centerline PT Station 858+15.71, said curve having a radius of 1,145.92 feet and a deflection angle of 16°18'42.0"; thence S7°14'54"W a distance of 941.88 feet to the Rte. 61 surveyed centerline PC Station 867+57.59; thence along the arc of a 1°30'00.0" curve to the right a distance of 151.40 feet to the Rte. 61 surveyed centerline PRC Station 869+08.99, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16'15.5"; thence along the arc of a 1°30'00.0" curve to the left a distance of 151.40 feet to the Rte. 61 surveyed centerline PT Station 870+60.39, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16'15.5"; thence S7°14'54"W a distance of 659.48 feet to the Rte. 61 surveyed centerline PC Station 877+19.87; thence along the arc of a 114°35'29.6" curve to the left a distance of 78.57 feet to the Rte. 61 surveyed centerline PT Station 877+98.44, said curve having a radius of 50.00 feet and a deflection angle of 90°01'54.0"; thence S82°47'00"E a distance of 249.69 feet to the Rte. 61 surveyed centerline PC Station 880+48.13; thence along the arc of a 114°35'29.6" curve to the right a distance of 78.69 feet, said curve having a radius of 50.00 feet and a deflection angle of 90°10'00.0" to the Rte. 61 surveyed centerline PT

Station 881+26.82, said point being S1°04'38"W a distance of 224 feet from the Northeast Corner of Lot 25 of the Original Town of Jackson in Township 31 North, Range 12 East of the Fifth Principal Meridian, said corner being marked by a 1/2" rebar as accepted by B. Ferguson PLS 2004017828; thence S7°23'00"W a distance of 16.87 feet to the Rte. 61 surveyed centerline Station 881+43.69 and there terminating. The Rte. 61 surveyed centerline also extends from the Rte. 61 surveyed centerline PT Station 850+76.47; thence along the arc of a 5°00'00.0" curve to the right a distance of 771.86 feet, said curve having a radius of 1,145.92 feet, a deflection angle of 38°35'34.8" and a back tangent of N9°03'48"W to the Rte. 61 surveyed centerline PC Station 843+04.61 and there terminating.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said grantee, its successors and assigns; the said grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed; that it has good right to convey the same.

The grantee's interest in this temporary easement will be extinguished immediately at the completion of Highway Project No. J9P3735.

IN WITNESS WHEREOF, the said grantor has executed the above the day and year first above written.

City of Jackson, a Municipal Corporation

By:

Dwain Hahs, Mayor
101 Court Street
Jackson, MO 63755
573-243-3568

ACKNOWLEDGMENT BY CITY

STATE OF MISSOURI)

)

ss

COUNTY OF CAPE GIRARDEAU)

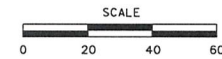
On this ____ day of _____, 2023, before me appeared Dwain Hahs personally known to me, who being by me duly sworn, did say that he is the Mayor of the City of Jackson, a Municipal Corporation and that the foregoing instrument was signed on behalf of the City of Jackson, a Municipal Corporation and that he acknowledged said instrument to be the free act and deed of the City of Jackson, a Municipal Corporation and that it was executed for the consideration stated therein and no other.

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

Notary Public

My Commission Expires: _____

Temporary easement shown highlighted in blue

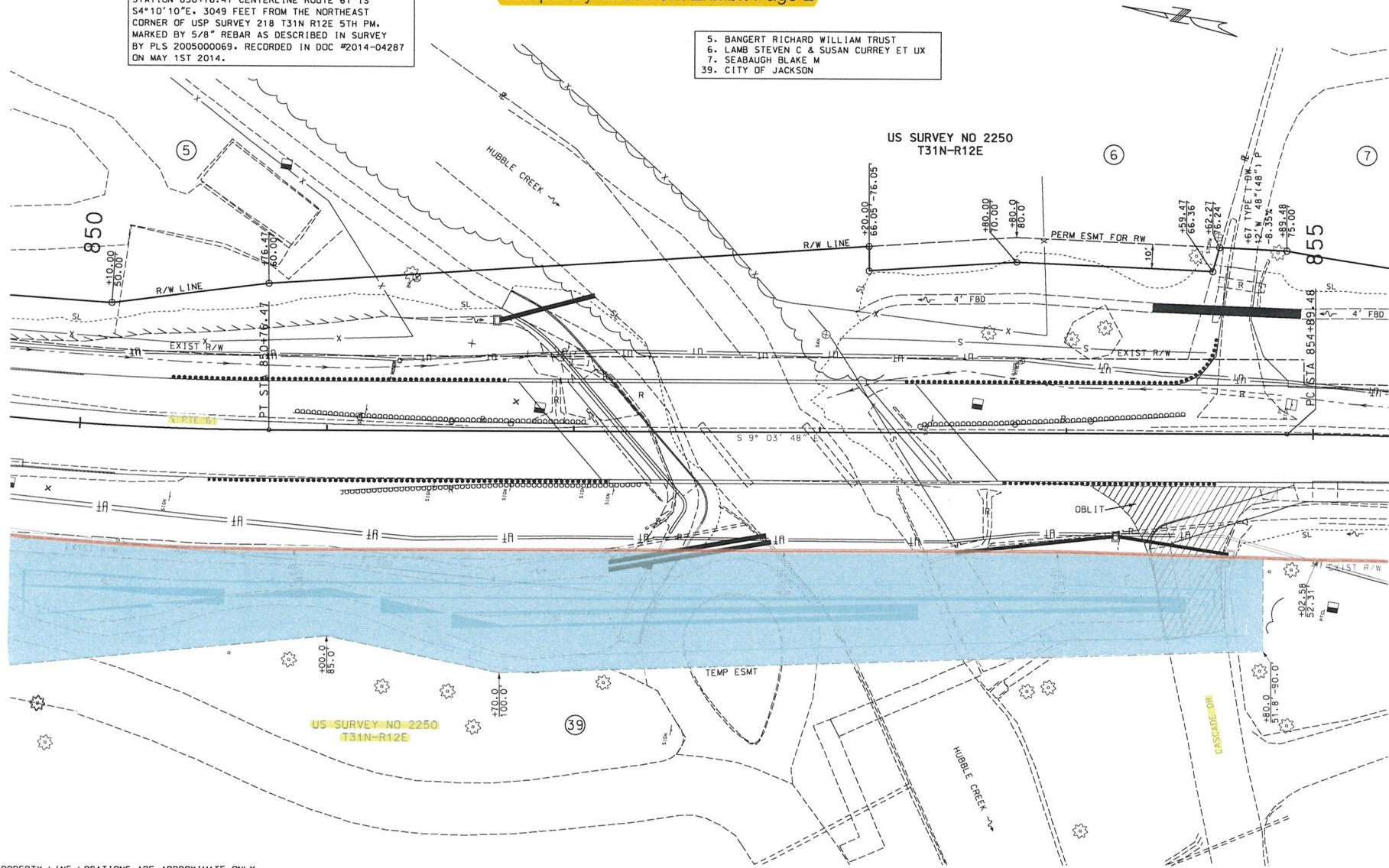


RIGHT OF WAY
SHEET 1 OF 7

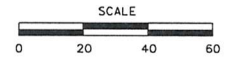
Temporary Easement Exhibit Page 2

CERTIFIED LAND CORNER
STATION 850+76.47 CENTERLINE ROUTE 61 IS
S4°10'10"E. 3049 FEET FROM THE NORTHEAST
CORNER OF USP SURVEY 218 T31N-R12E 5TH PM.
MARKED BY 5/8" REBAR AS DESCRIBED IN SURVEY
BY PLS 2005000069, RECORDED IN DOC #2014-04287
ON MAY 1ST 2014.

5. BANGERT RICHARD WILLIAM TRUST
6. LAMB STEVEN C & SUSAN CURREY ET UX
7. SEABAUGH BLAKE M
39. CITY OF JACKSON



PROPERTY LINE LOCATIONS ARE APPROXIMATE ONLY.
ALL ITEMS LOCATED WITHIN R/W OR ESMT (INCLUDING BUT NOT LIMITED TO)
TREES, PLANTERS, RETAINING WALLS, ETC... SHALL NOT BE DISTURBED
UNLESS SPECIFICALLY NOTED IN REMOVALS OR AS APPROVED BY THE ENGINEER.
SEE SPECIAL SHEETS FOR ADDITIONAL DW DETAIL.



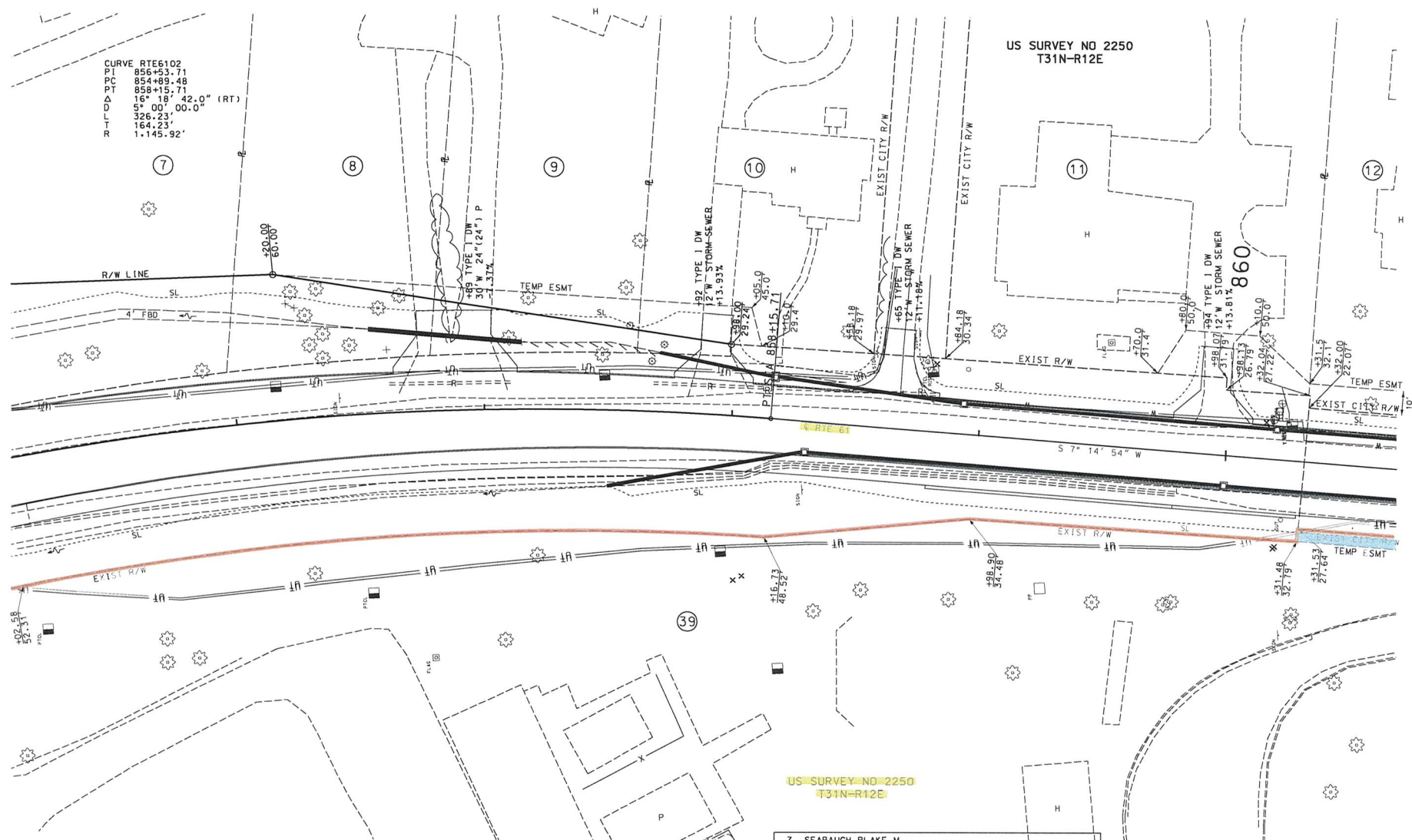
DATE PREPARED	1/19/2023
ROUTE	61
STATE	MO
DISTRICT	SE
SHEET NO.	8
COUNTY	CAPE GIRARDEAU
JOB NO.	J9P3735
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

RIGHT OF WAY
SHEET 2 OF 7

Temporary Easement Exhibit Page 3



DATE PREPARED	12/21/2022
ROUTE	61
STATE	MO
DISTRICT	SE
SHEET NO.	9
COUNTY	CAPE GIRARDEAU
JOB NO.	J9P3735
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

MDOT

RIGHT OF WAY
SHEET 3 OF 7



CITY OF JACKSON - SPECIAL EVENT PERMIT APPLICATION

All Special Event Permit Applications for events are to be filed at least fourteen (14) days prior to initial advertisement of the event. Events requesting use of the band shell or pyrotechnics must be submitted at least thirty (30) days prior to initial advertisement of the event. Submission of the application does not constitute approval of the permit. A permit will be issued to the applicant upon City approval. Applications for events are to be filed with:

City Clerk
101 Court St., Jackson, MO 63755
573-243-3568

I. APPLICANT INFORMATION

Applicant Name:	Marco M. Otten	
Business or Organization Name:	Community Outreach Board	
Mailing Address:	1 Court Street, Jackson, MO 63755	
Contact Person for Event Organization:	Address: 2722 Leming Lane Jackson, MO 63755 (city, state, zip)	Phone: 574 208 9462 Email: marco@paraplugroup.com
Contact Person Available at Event:	Address: same (city, state, zip)	Phone:
		Email:

II. EVENT INFORMATION

Event Name:	Cruising Uptown Jackson	
Is this a New Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, specify previous event location: Court Street	
Type of Event:	<input checked="" type="checkbox"/> Festival <input type="checkbox"/> Parade <input type="checkbox"/> Run/Walk <input type="checkbox"/> Concert <input type="checkbox"/> Carnival <input type="checkbox"/> Circus <input type="checkbox"/> Party <input type="checkbox"/> Reception <input type="checkbox"/> Dinner <input type="checkbox"/> Picnic <input type="checkbox"/> Block Party <input type="checkbox"/> Other	
Purpose/description of event (be specific):	To create an event to allow classic car owners to show of their vehicles to each other and the public. New for 2023 will be a farmer's market at the same time with live music.	
Anticipated number attending, including event staff:	150	
Time Period of Event:	Beginning & ending date of event activities: 4/8 5/13 6/10 7/8 8/12 9/9	Hours of operation of event activities: 5pm - 8pm
	Beginning date & time of setup/street closure: 4:30pm	Ending date & time of setup/street closure: 8pm

III. PROPERTY/LOCATION INFORMATION:

Address or description of site:	Court Street - Barton Street, High Street (from Adams to Main) and Main Street between Barton and Court,
---------------------------------	----------------------------------------------------------------------------------------------------------

IV. EVENT ACTIVITIES AND ORGANIZATION: Answer "yes" or "no" to indicate if any of the following will be part of the event.	
Closure or blockade of city street(s). If yes, include detailed map of areas needing closure.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Outdoor loudspeaker use (for music, announcements, etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Temporary electric power hookups needed (available in limited locations)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Temporary water hookups needed (available in limited locations)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Park band shell requested (application must be received at least 30 days prior to advertising the event)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Alcoholic beverages sold by event organizers or participating vendors/sponsors/others	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Alcoholic beverages served at no charge by event organizers or participating vendors/sponsors/others	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Alcoholic beverages allowed BYOB as open containers	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Beer/wine garden (barricaded area required for outdoor sales and/or open containers outdoors – barricades not required for small private events using immediate area of reserved park pavilion or reserved Civic Center patios)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Tents - excluding canopies open on all sides (requires Fire Marshal inspection after setup)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Carnival rides, inflatable rides, or animal rides If yes, please specify: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Animal shows, parades, displays, or activities If yes, please specify: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Temporary restroom facilities located on city street, sidewalk, park, or other city property If yes, name of firm: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Private security If yes, name of firm: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Private trash disposal provided (may be required based on scope of event) If yes, name of firm: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Food and/or beverage sales (requires separate Cape County Health Department approval)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Merchandise sales and/or sales of services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Pyrotechnics or fireworks (only allowed with Board of Aldermen approval)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
V. REQUIRED DOCUMENTATION/FEEES	
1.	A copy of the applicant's driver's license shall be included with this application.
2.	<p>For events other than those contained within a park pavilion - attach a detailed site plan for the proposed location showing all applicable event facilities and activities. Site plan should include the entire location to be utilized by the event and include:</p> <ul style="list-style-type: none"> • Requested street closure blockade locations. • Emergency vehicle access (blocked streets require maintenance of an 18' wide fire lane containing no parked vehicles, trailers, stages, vendor booths, tents, etc. (Some temporary, lightweight tables and chairs may be allowed to encroach into fire lane, upon approval of the Fire Marshal.) • Merchandise/service vendor locations (specific names of vendors not required on site plan) • Food vendor locations (specific names of vendors not required on site plan) • Location of rides and other attractions/activities, and all tent locations (vendor locations are assumed to possibly include pop-up canopies and are not required to be shown separately as tents). • Stage locations/lighting plans/sound system locations. • A complete list of all vendors selling merchandise, services, or food/beverage at the event, including their contact information. • For parades and run/walks, a map of the entire route, staging area, starting and finish lines. • Any other pertinent features of the event.
3.	For events including the sale of alcohol , attach a copy of State of Missouri Division of Alcohol and Tobacco Control Picnic or Temporary Caterer's License for the event.

4.	ONLY for events including the sale of alcohol, a City of Jackson Temporary Caterer's or Picnic License for the sale of intoxicating beverages is required. Please submit the required \$10 license fee along with the application for this license , if applicable. This license will be issued to the applicant/organization for the event.
5.	ONLY for event applicants/organizations selling food, beverages, merchandise, or services at the event, a current City of Jackson vendor's license is required for the organization, unless the organization is a non-profit corporation or the business already has a City of Jackson Business License. Please submit a completed <u>City of Jackson Business License Application</u>, Missouri Certificate of No Tax Due (http://dor.mo.gov/tax/business/sales/notaxdue/), and required license fee for application for this license.
6.	ONLY for events with sales of food, beverages, merchandise or services by other than the applicant/organization, a complete list of all vendors (including the hosting organization, if applicable) must be submitted at least 3 business days prior to the event. All vendors must have a current City of Jackson business license.
7.	FOR ALL EVENTS INVOLVING BUSINESSES, ORGANIZATIONS, OR NOT FOR PROFITS, AND FOR ALL EVENTS SELLING ALCOHOLIC BEVERAGES OR PROVIDING ALCOHOL FREE OF CHARGE: attach a certificate of insurance as evidence of coverage as detailed below.
VI. APPLICANT RESPONSIBILITIES	
1.	The applicant is responsible for maintaining lawful use of any location and/or facilities, and must report immediately to the Jackson Police Department any illegal activity or disturbance occurring at the event.
2.	The applicant is responsible for the care of any city-provided barricades, utility equipment, and other city-provided items before, during, and after the event. Street barricades will be provided on site, and are to be set in place by the applicant no sooner than the beginning of the approved street closure time, and must be removed to the side of streets no later than the ending of the approved street closure time.
3.	The applicant is expected to contact adjacent property owners and obtain their consent to any street closure requests which temporarily restrict access to any private property.
4.	The applicant is responsible for restoring the area to a presentable appearance immediately upon the close of the event.

INSURANCE REQUIREMENTS:

1. The applicant shall purchase and maintain Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
2. Prior to activities commencing, the applicant shall furnish the City with certificates of insurance evidencing the coverage, conditions, and limits required by this agreement, including a separate endorsement for liquor liability if alcohol will be sold or served at the event, and have the City named as an additional insured in a separate additional insured endorsement.
3. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
4. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.
5. If the applicant maintains higher limits than the minimums required, the member requires and shall be entitled to coverage for the higher limits maintained by the applicant.
6. Insurance required by this agreement and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said agreement or as broad as the indemnitor's insurance coverage, whichever is broader.

Site inspections may occur prior to or during the event by City staff. Failure to obtain the required permit and/or failure to abide by the conditions of an issued permit, or to abide by City ordinances or state or federal law may result in revocation of the permit and/or closure of the event.

HOLD HARMLESS AGREEMENT:

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

SIGNATURE:

I certify that the above information is correct to the best of my knowledge and belief. The applicant and/or sponsor agrees to follow the requirements of all applicable City of Jackson ordinances. The applicant and/or sponsor also agrees to the Hold Harmless Agreement stated above. The applicant and/or sponsor further agrees to be responsible for any expenses incurred by the City as a result of the special event for stolen or damaged City property, costs of materials and utilities, and for City employee overtime wages.

Date

Signature of Applicant

Printed Name of Applicant

Last updated 8-5-2022

agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of applicant its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the applicant or anyone for whose acts the applicant may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

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Date

3/21/23

Signature of Applicant

MARCO OTTEA

Printed Name of Applicant

Last updated 8-5-2022

Jackson City
Engineer

ty Market

Sweetheart
Florist of
Jackson

W ADAMS ST

Excelsior Lodge
#441 AF&AM

Jackson Muffler

Tractors Cla
American G

The Ground
A-Bout

BARTON ST

S HIGH ST