

#### CITY OF JACKSON

#### MAYOR & BOARD OF ALDERMEN STUDY SESSION

# Monday, May 15, 2023 at 6:30 PM

# Board Chambers, City Hall, 101 Court St.

#### **AGENDA**

#### **DISCUSSION ITEMS**

- 1. Special Event Permit application for the American Legion's Homecomers Celebration
- 2. May 10th Planning & Zoning Commission report
- 3. May 8th Park Board report
- 4. Resolution for the joint use of the Fire Rescue Training Center
- 5. Walk Jackson Program
- 6. Roadway Striping Project
- 7. Water Meter Replacement Project engineering services proposal
- 8. Discussion of previously tabled items (unspecified)
- 9. Additional items (unspecified)

Posted on 05/12/2023 at 04:00 PM.

#### Item 1.

# JACKSON, MO SSHOBBLO SSHOBBLO

## **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 INFORM	IATION								
Applicant Name:	Lawrence D.	Lawrence D. Koehler							
Business or Organization Name:	Altenthal-Joe	Altenthal-Joerns Post 158 the American Legion							
Mailing Address:	PO Box 276,	Jackson MC	63755			5			
Contact Person for Event Organization:	Address:	ress: 207 E. Monroe St. Jackson, MO 63755			Phone: 573 986 8740				
Lawrence D. Koehler	(city, state, zip	,		Email: taxman52	20@gmail.com				
Contact Person Available at Event:	Address:	207 E. Monroe St, Jackson MO 63755		Phone: 573 986 8	8740				
Lawrence D. Koehler				Email: taxman52	Email: taxman520@gmail.com				
II. EVENT INFORMATION	NC								
Event Name:	Homecomers	}							
Is this a New Event?	[] Yes If no, specify p	[] Yes No If no, specify previous event location: Same as this year's application							
Type of Event:	[ ] Festival	[] Parade [] Reception	[] Run/Walk [] Dinner	[/] Concert [ ] Picnic	[/] Carnival [] Block Party	[] Circus [] Other			
Purpose/description of event (be specific):		Annual event held on the streets of uptown Jackson since 1908. Includes on stage entertainment, carnival, food and other vendors.							
Anticipated number attending, including event staff:	Thousands								
Time Period of Event:	7/25/2023 thr				peration of event until 10:30 pm c				
	1:00 pm July	23, 2023	o/street closure:		te & time of setup July 30, 2023	/street closure:			
III. PROPERTY/LOCATI	ON INFORMATION	ON:			FT 18 FT				
Address or description of site:	Court St south of Harolds Jewelry; Barton St south of County Administration Building; Main St from rpundabout to Missouri St; High St from Main St to Madison St. Upper parking lot south of County Administration building.								

IV. EV event.	ENT ACTIVITIES AND ORGANIZATION: Answer "yes" or "no" to indicate if any of the following wil	l be part	of the ltem 1.				
Closure	e or blockade of city street(s).	Yes	[] No				
1	yes, include detailed map of areas needing closure.	[2]					
	or loudspeaker use (for music, announcements, etc.)	Yes	[] No				
Tempo	rary electric power hookups needed (available in limited locations)	Yes	[] No				
Tempo	rary water hookups needed (available in limited locations)	Yes	[] No				
	and shell requested (application must be received at least 30 days prior to advertising the event)	[] Yes	No				
	lic beverages sold by event organizers or participating vendors/sponsors/others	Yes	[] No				
Alcoho	lic beverages served at no charge by event organizers or participating vendors/sponsors/others	[] Yes	No				
	Alcoholic beverages allowed BYOB as open containers						
Beer/w	rine garden (barricaded area required for outdoor sales and/or open containers outdoors –	Yes	No [] No				
barrica	des not required for small private events using immediate area of reserved park pavilion or		Face Bank				
reserve	ed Civic Center patios)						
Tents -	excluding canopies open on all sides (requires Fire Marshal inspection after setup)	[ Yes	[] No				
1	al rides, inflatable rides, or animal rides	Yes	No				
ı	f yes, please specify: Carnival rides by Fountain City Amusements						
ı	shows, parades, displays, or activities f yes, please specify:	[]Yes	No No				
	rary restroom facilities located on city street, sidewalk, park, or other city property f yes, name of firm: Cape Porta Potty	Yes	[] No				
ı	security f yes, name of firm:	[] Yes	No				
l .	trash disposal provided (may be required based on scope of event) f yes, name of firm:	[]Yes	No				
Food ar	nd/or beverage sales (requires separate Cape County Health Department approval)	Yes	[]No				
Mercha	Yes	[] No					
Pyrotec	hnics or fireworks (only allowed with Board of Aldermen approval)	[]Yes	No				
V. REQ	UIRED DOCUMENTATION/FEES						
1.	A copy of the applicant's driver's license shall be included with this applica	tion.					
2.	<ul> <li>For events other than those contained within a park pavilion - attach a detailed site plan for the showing all applicable event facilities and activities. Site plan should include the entire location to event and include: <ul> <li>Requested street closure blockade locations.</li> <li>Emergency vehicle access (blocked streets require maintenance of an 18' wide fire lane of parked vehicles, trailers, stages, vendor booths, tents, etc. (Some temporary, lightweigh may be allowed to encroach into fire lane, upon approval of the Fire Marshal.)</li> <li>Merchandise/service vendor locations (specific names of vendors not required on site plan)</li> <li>Food vendor locations (specific names of vendors not required on site plan)</li> <li>Location of rides and other attractions/activities, and all tent locations (vendor locations possibly include pop-up canopies and are not required to be shown separately as tents).</li> <li>Stage locations/lighting plans/sound system locations.</li> <li>A complete list of all vendors selling merchandise, services, or food/beverage at the ever contact information.</li> <li>For parades and run/walks, a map of the entire route, staging area, starting and finish line.</li> <li>Any other pertinent features of the event.</li> </ul> </li> </ul>	proposed to be utilized containing t tables a an) are assur nt, includi	g no nd chairs				
3.	<b>For events including the sale of alcohol</b> , attach a copy of State of Missouri Division of Alcohol an Picnic or Temporary Caterer's License for the event.	d Tobacco	o Control				

4.	ONLY for events including the sale of alcohol, a City of Jackson Temporary Caterer's or Picnic License for the sa intoxicating beverages is required. Please submit the required \$10 license fee along with the application for
	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 City of Jackson Business
	<u>License Application</u> , Missouri Certificate of No Tax Due ( <a href="http://dor.mo.gov/tax/business/sales/notaxdue/">http://dor.mo.gov/tax/business/sales/notaxdue/</a> ), 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. A	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 failur abide by the conditions of an issued permit, or to abide by City ordinances or state or federal law may result in revocat the permit and/or closure of the event.

Item 1.

#### **HOLD HARMLESS AGREEMENT:**

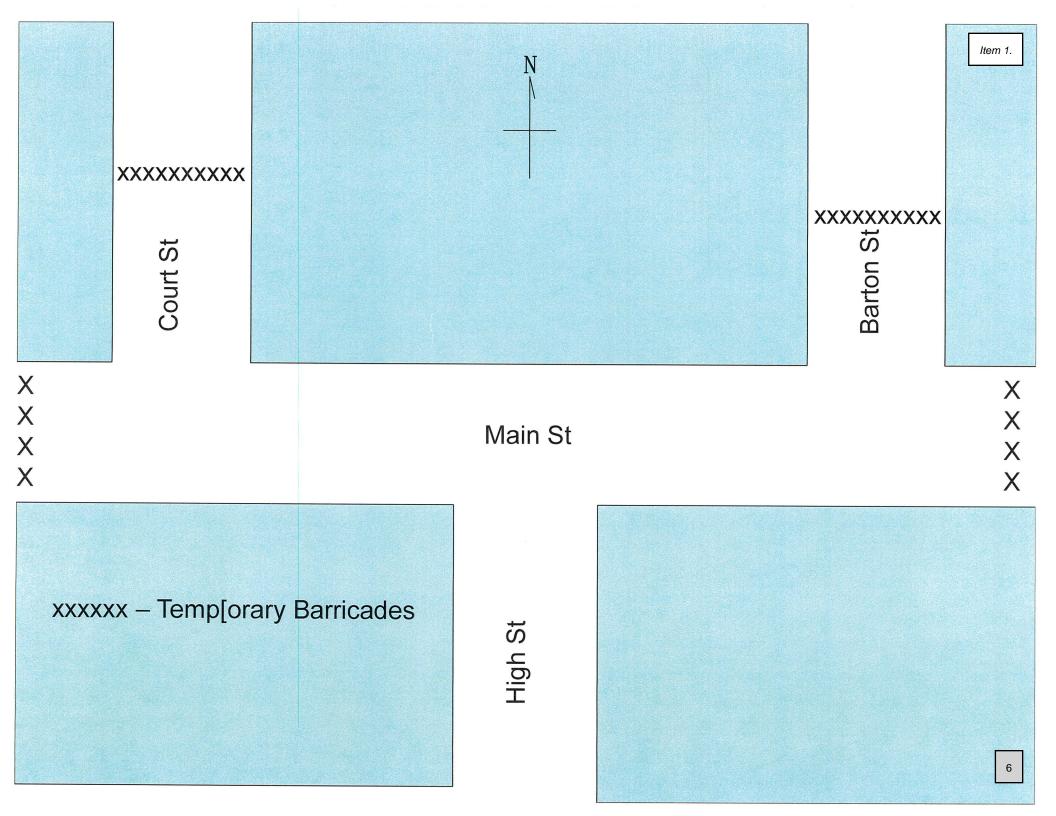
To the fullest extent permitted by law, applicant agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court 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.

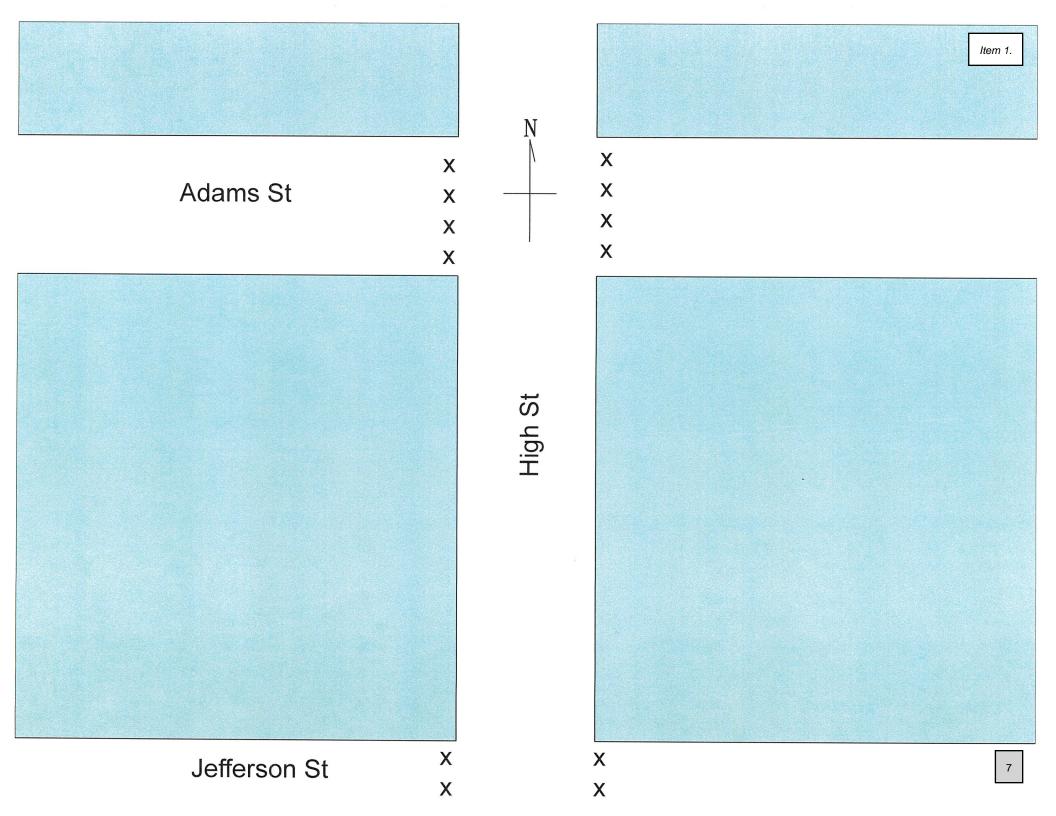
#### **SIGNATURE:**

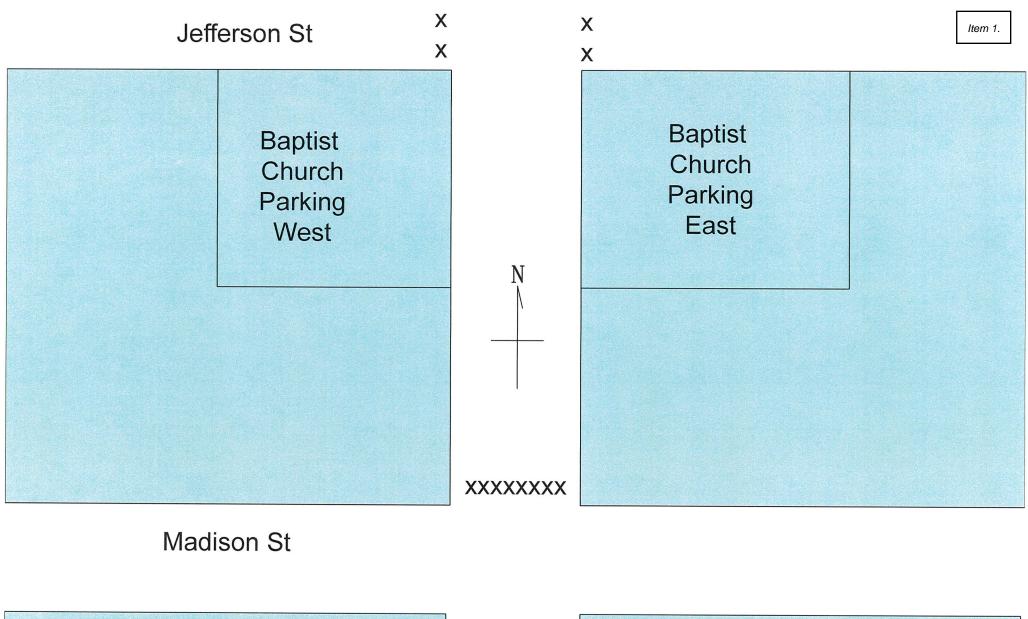
I certify that the above information is correct to the best of my knowledge and belief. The applicant and/or sponsor agrees to follow the requirements of all applicable City of Jackson ordinances. The applicant and/or sponsor also agrees to the Hold Harmless Agreement stated above. The applicant and/or 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.

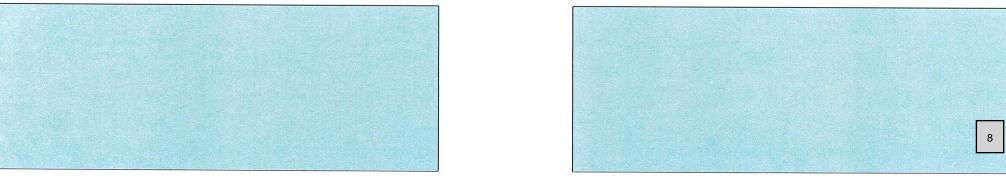
April 24, 2023	Lac
Date	Signature of Applicant
	Lawrence D. Koehler
	Printed Name of Applicant

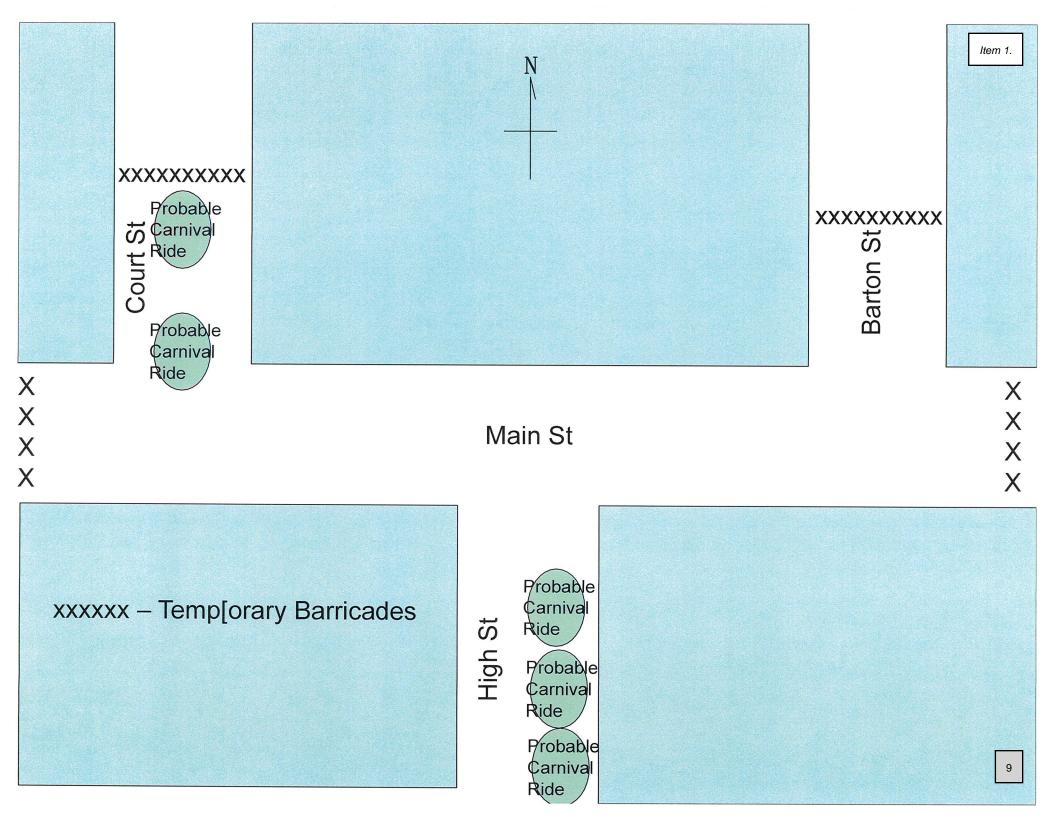
Last updated 8-5-2022

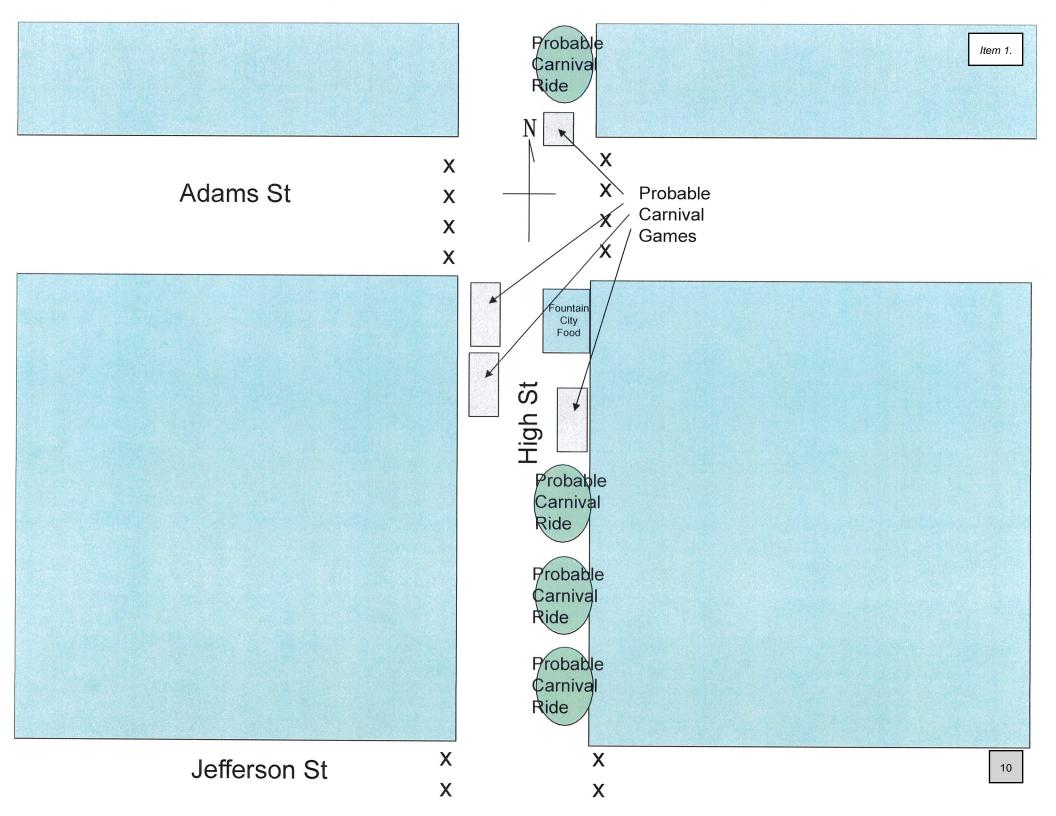


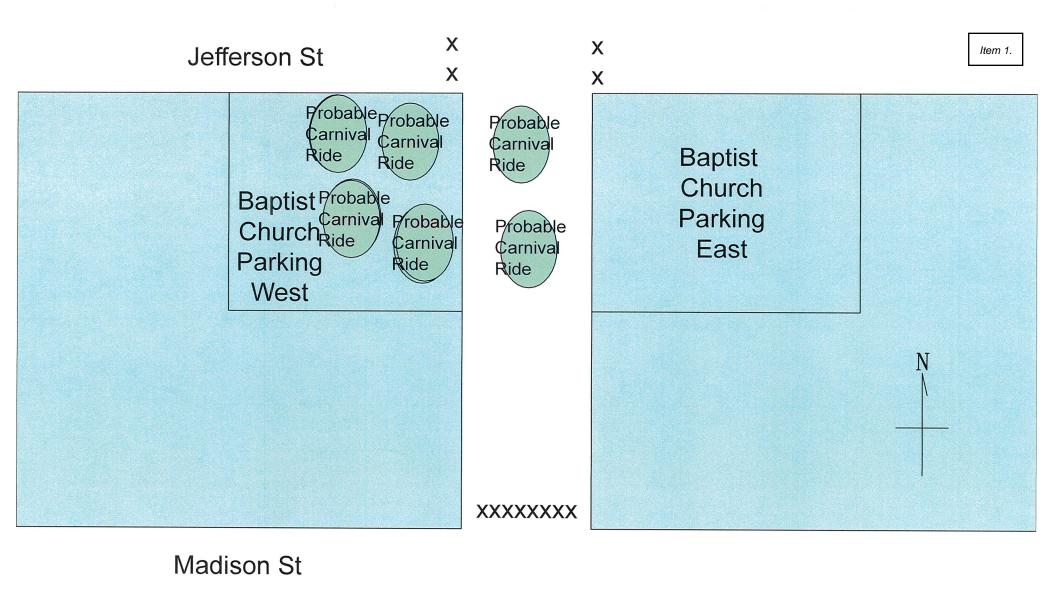


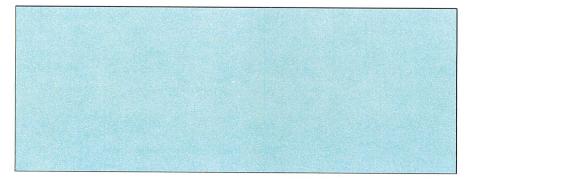


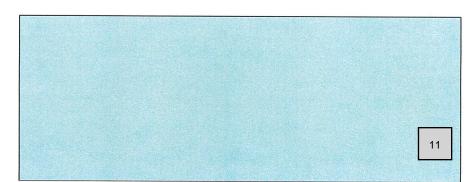












## Item 1.

Stage
Subject to change
Subject to change

Lil Country F

Store

24'

Circle

10495

10"

Fiber

10"

Kelly

the

Clown

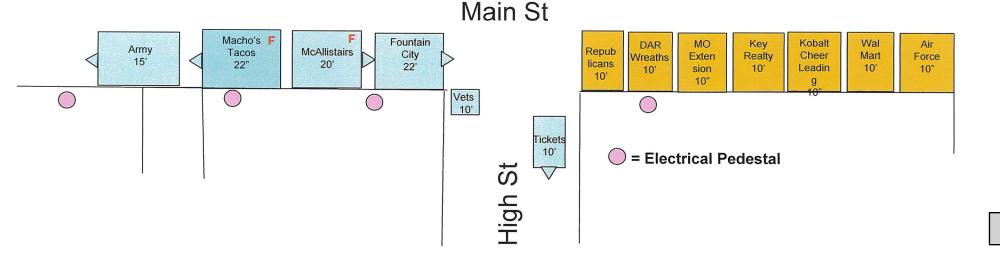
Pending

With

Presloey

Homecomers Booth Layout

2023



American

Legion

20'

F Craig & Molly's

Hutch

22'

Sugar

Chic

25'

Fountain

City 22'

Court St



# *MEMO*

**TO:** Mayor Hahs and Members of the Board of Aldermen

FROM: Larry Miller, Building & Planning Manager

**DATE:** May 11, 2023

**SUBJECT:** May P&Z Packet

The following actions were taken at the May P&Z meeting:

- P&Z Commission voted to approve a request for a comprehensive rezoning of 403 and 409 East Main Street and 108 South Georgia Street from an I-2 Heavy Industrial District to a C-3 Central Business District as submitted by the City of Jackson.
- P&Z Commission voted to approve, a request for rezoning of 204, 207, 208, 212 Cherry Street, and 211, 219 N. Missouri Street from R-4 General Residential District to C-3 Central Business District submitted by Cape Girardeau County.
- P&Z Commission sent both the above items to the Board of Alderman to set a Public Hearing

If you have questions on these items, please get in touch with me at 243-2300 or Imiller@jacksonmo.org.



#### CITY OF JACKSON

#### **PLANNING & ZONING COMMISSION MEETING AGENDA**

### Wednesday, May 10, 2023 at 6:00 PM

City Hall, 101 Court Street, Jackson, Missouri

Bill Fadler Tony Koeller Michelle Weber Tina Weber

#### Harry Dryer, Chairman

Joe Baker, Alderman Assigned Mike Seabaugh, Alderman Assigned Larry Miller, Staff Liaison Angelia Thomas Heather Harrison Beth Emmendorfer Eric Fraley

#### **CALL TO ORDER**

**ROLL CALL** 

#### **APPROVAL OF MINUTES**

1. Approval of April 12, 2023, regular minutes

#### **PUBLIC HEARINGS**

#### **OLD BUSINESS**

#### **NEW BUSINESS**

- Consider a request for a comprehensive rezoning of 403 and 409 East Main Street and 108 South Georgia Street from an I-2 Heavy Industrial District to a C-3 Central Business District as submitted by the City of Jackson.
- 3. Consider a request for rezoning of 204, 207, 208, 212 Cherry Street, and 211, 219 N. Missouri Street from R-4 General Residential District to C-3 Central Business District submitted by Cape Girardeau County.

#### CONSIDER A MOTION TO ADD ITEMS TO THE AGENDA

#### **ADJOURNMENT**

This agenda was posted at City Hall on May 4, 2023, at 11:00 AM.

# JOURNAL OF THE PLANNING & ZONING COMMISSION CITY OF JACKSON, MISSOURI WEDNESDAY, APRIL 12, 2023, 6:00 P.M. REGULAR MEETING CITY HALL COUNCIL ROOM, 101 COURT STREET, JACKSON, MISSOURI

The Planning and Zoning Commission met in regular session with Chairman Harry Dryer presiding and Commissioners Beth Emmendorfer, Michelle Weber, Heather Harrison, Tina Weber, Angelia Thomas, and Bill Fadler present. Commissioners Tony Koeller and Eric Fraley were absent. Building & Planning Manager Larry Miller was present as staff liaison. Alderman Mike Seabaugh was present, with

Alderman Joe Bob Baker absent. No citizen	s were attending.
Approval of March 8, 2023 regular meeting minutes	) )
The minutes of the previous meeting were u Weber, seconded by Commissioner Harrison	nanimously approved on a motion by Commissioner Tina n.
PUBLIC HEARINGS	
There was no Public Hearing.	
OLD BUSINESS	)
There was no old business.	
NEW BUSINESS	
Consider a request for approval of a minor subdivision plat of Independence Center Eighth Subdivision as submitted by Douglas Siding, LLC.	) ) )
	Freport. He told the commission that this is a lot with a s to divide the lot into two lots, so half of the duplex is on
The owner of the lot wasn't present.	

Chairman Dryer asked if there needed to be a discussion or if anyone had any questions.

Having yet to discuss or ask questions, Chairman Dryer requested a motion to approve the minor subdivision plat. Commissioner Fadler made a motion to approve the plat, which was seconded by Commissioner Tina Weber.

Consider a motion to add items to the agenda	)	*	
No items were added to the agenda.			

Consider a motion to adjourn

Vote: 7 ayes, 0 nays, 0 abstentions, 2 absent

Commissioner Harrison motioned to adjourn, which was seconded by Commissioner Tina Weber and unanimously approved.

Respectfully submitted,

Tony Koeller

Planning and Zoning Commission Secretary

Cathy R. Koeller

Attest:

Larry Miller

Building & Planning Manager

NOTE: ACTION (IF ANY) ON LAND EXCHANGE CERTIFICATIONS, COMPREHENSIVE PLAN, AND MAJOR STREET PLAN IS FINAL APPROVAL; ALL OTHER ACTION TAKEN BY THE PLANNING AND ZONING COMMISSION SERVES AS A RECOMMENDATION TO THE BOARD OF ALDERMEN AND NOT AS FINAL APPROVAL OF THE ITEMS CONSIDERED AT THIS MEETING.

#### **Staff Report**

**ACTION ITEM:** Consider a request for a comprehensive rezoning of 403 and 409 East Main Street and 108 South Georgia Street from an I-2 Heavy Industrial District to a C-3 Central Business District as submitted by the City of Jackson.

**APPLICANT:** City of Jackson

**APPLICANT STATUS:** Municipal Governing Authority

PURPOSE: To clean up some non-conforming uses and make more consistent zoning

transitions in this area

**SIZE:** Varies

**PRESENT USES:** I-2 Heavy Industrial District

**PROPOSED USE:** C-3 Central Business District

**SURROUNDING LAND USE:** See attached map

**HISTORY:** I-2 Heavy Industrial District

TRANSPORTATION AND PARKING: N/A

**APPLICABLE REGULATIONS:** Zoning Code (Chapter 65)

2009 COMPREHENSIVE PLAN:

**FLOODPLAIN INFORMATION:** These properties are not in a floodplain as determined by FEMA panel 29031C0143E dated 9/29/2011.

#### PHYSICAL CHARACTERISTICS:

**COMMENTS:** These three properties were found to be non-conforming use. Single-family residences and multifamily are not allowed in the current zoning. They could not build back if more than 65% of the house is damaged. Because of this, we have been seeing problems regarding banks lending money for home loans.

**ACTION REQUIRED:** The Commission shall study this application and return a recommendation to the Board of Aldermen. Staff recommends that P&Z hold a public hearing to allow input from the property owners and the surrounding properties.



# REZONING / SPECIAL USE PERMIT APPLICATION City of Jackson, Missouri

arch 20, 2023
Rezoning Special Use Permit
Other description of location if not addressed):
n Street / 108 S Georgia Street
WNERS (all legal property owners as listed on current deed, including trusts, LLCs, etc):
Varies
n/a
n/a
OWNERS (if property is to be transferred, name(s) in which property will be deeded):  Varies  Varies
n/a
n/a
DLING APPLICATION:  Larry Miller, Building and Planning Manager
101 Court Street
Jackson, MO 63755
573-243-2300
neck all that apply)  Family Residential)  Family Residential)  Ind Two-Family Residential)  Ind Residential)  Ind Residential)  Ind Two-Family Residential)

CURRENT USE OF PROPERTY: Single-Family Residential								
	-							
☐ R-1 ☐ R-2 ☐ R-3 ☐ R-4 ☐ MH-1 ☐ 0-1 ☐ CO-1	ONING: (check all that apply) (Single-Family Residential) (Single-Family Residential) (One- And Two-Family Residential) (General Residential) (Mobile Home Park) (Professional Office) (Enhanced Commercial Overlay)	☐ C-1 ☐ C-2 ☐ C-3 ☐ C-4 ☐ I-1 ☐ I-2 ☐ I-3	(Local Commercial) (General Commercial) (Central Business) (Planned Commercial) (Light Industrial) (Heavy Industrial) (Planned Industrial Park)					
FROFOSED O	SE OF FROFERIT.							
LEGAL DESCR See Attached	RIPTION OF TRACT (attach a copy of	the deed or	other legal description):	_				
REASON FOR REQUEST: State the reason(s) why you believe the requested use will be beneficial to the neighborhood and the City of Jackson. Attach additional page(s) as needed.  Request by Board of Alderman to correct non-conforming uses and properties with split zoning and to								
provide for mor	e consistent zoning area			_				
				_				
				_				

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

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

#### SIGNATURES:

I state upon my oath that all of the information contained in this application is true.

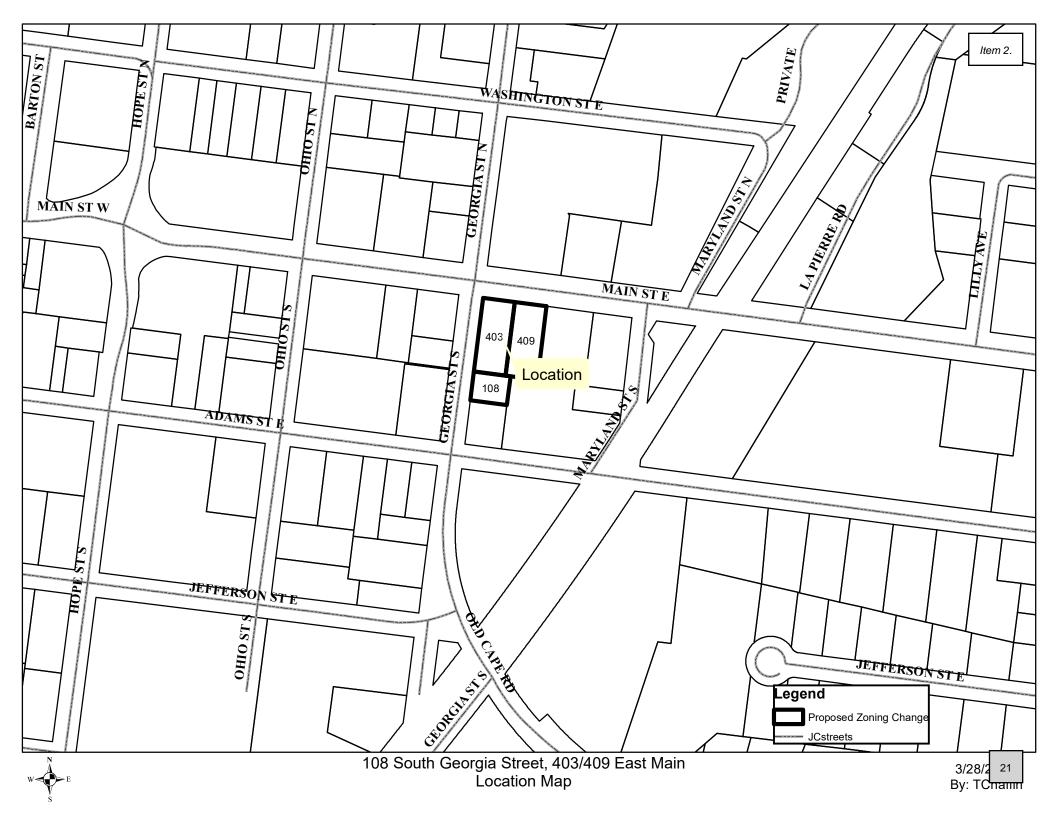
Larry Miles

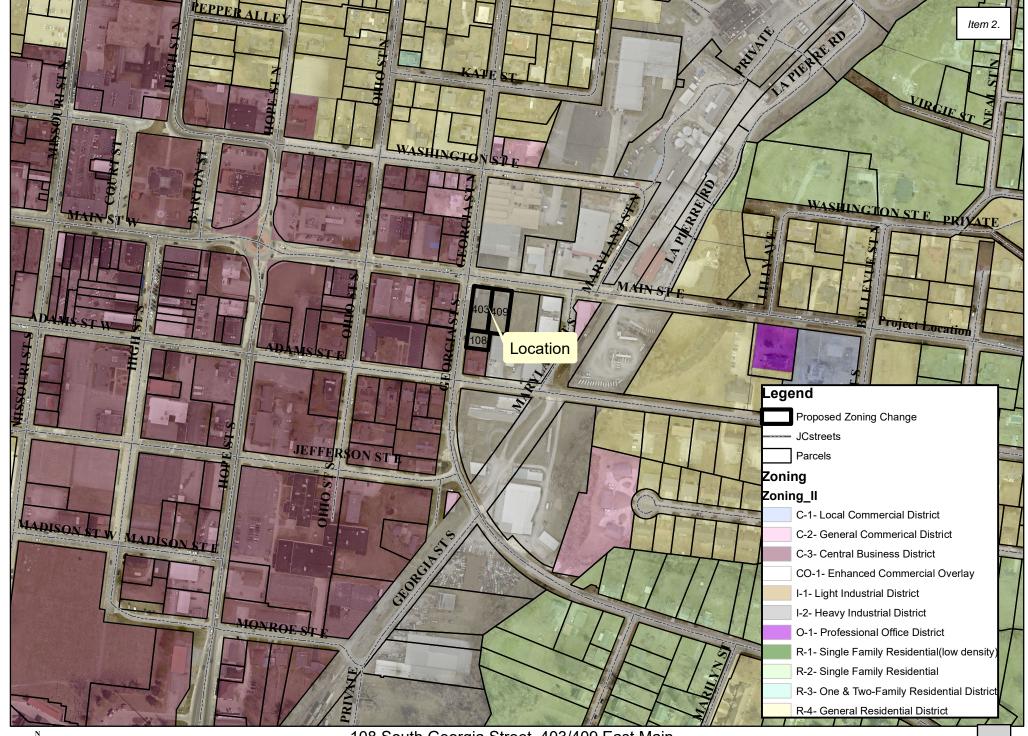
Please submit this application along with appropriate non-refundable application fee to:

Larry Miller
Building & Planning Manager
City of Jackson
101 Court Street
Jackson, MO 63755

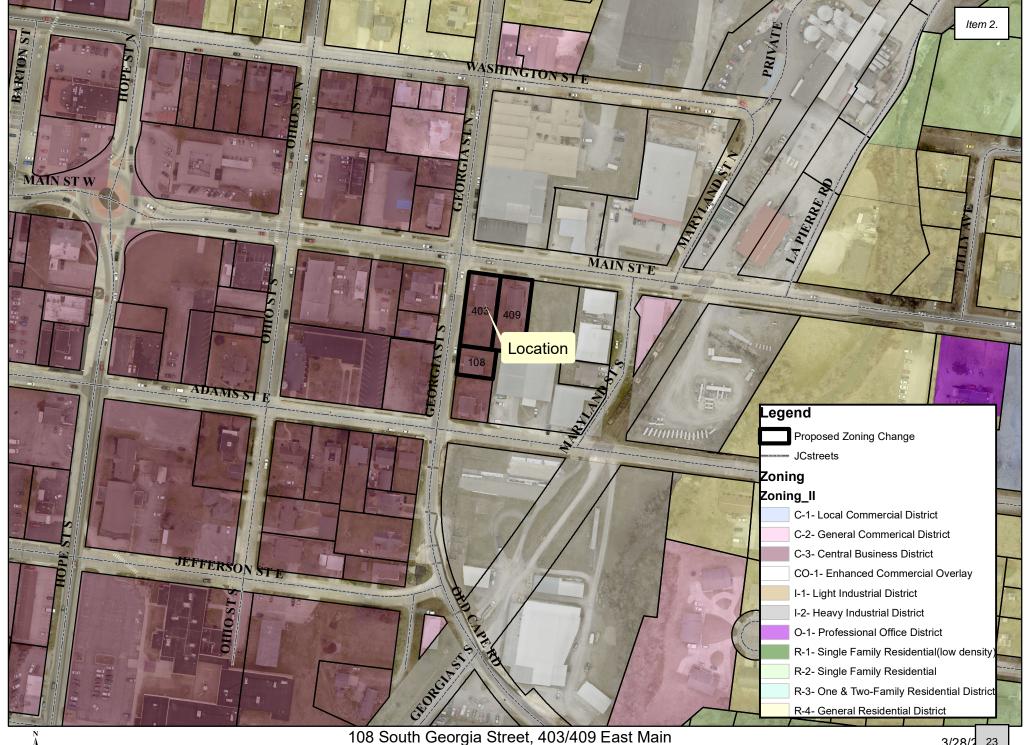
573-243-2300 ext.29 (ph) 573-243-3322 (fax) Imillane jacksonmo.org

**APPLICATION FEE: \$200.00** 

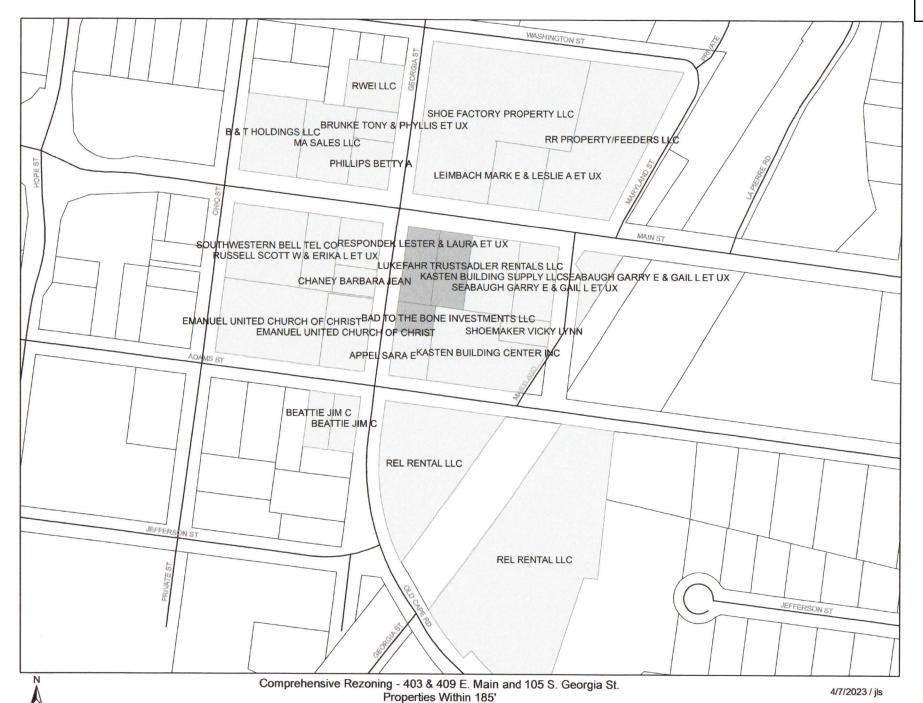












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#### **Staff Report**

**ACTION ITEM:** Request for rezoning of 204, 207, 208, 212 Cherry Street and 211, 219 N. Missouri Street from R-4 General Residential District to C-3 Central Business District submitted by Cape Girardeau County.

**APPLICANT:** Cape Girardeau County

**APPLICANT STATUS:** Property Owner

**PURPOSE:** To rezone

**SIZE:** Various

**PRESENT USES:** Various

**PROPOSED USE:** Parking lot

**SURROUNDING LAND USE:** North – R-4 General Residential District; South – R-4 General Residential District; East – C-3 Central Business District; West – R-4 General Residential District

**HISTORY:** These properties were acquired by Cape Girardeau County. They have demolished the buildings that were on them.

**TRANSPORTATION AND PARKING:** All required street frontage and parking currently exist.

**APPLICABLE REGULATIONS:** Zoning Code (Chapter 65)

**2009 COMPREHENSIVE PLAN:** Single–Family Residential

**FLOODPLAIN INFORMATION:** This property is not located in a floodplain per FEMA panel 29031C0143E dated 9/29/11

PHYSICAL CHARACTERISTICS: Various

**COMMENTS:** 207 Cherry Street and 211, 219 N. Missouri Street currently have a parking lot. They are operating on a special use permit. Changing them to a C-3 Central Business District would make the zoning more uniform in that area.

**ACTION REQUIRED:** The Commission shall vote to recommend approving or denying this request. A public hearing at this level is optional. A public hearing is required at the Board of Aldermen level.



# REZONING / SPECIAL USE PERMIT APPLICATION City of Jackson, Missouri

APPLICATION DATE:							
TYPE OF APPLICATION:							
PROPERTY ADDRESS (C	Other description of location if not addressed):						
204 Cherry St, 208 Cherry	St, 212 Cherry St, 207 Cherry St, 219 N Missouri St, and 211 N Missouri St						
CURRENT PROPERTY O	WNERS (all legal property owners as listed on current deed, including trusts, LLCs, etc):						
Property Owner Name(s):	Cape Girardeau County						
Mailing Address:	1 Barton Square						
City, State ZIP:	Jackson, MO 63755						
Proposed Property Owner	OWNERS (if property is to be transferred, name(s) in which property will be deeded):  (s):						
City, State, ZIP	<del></del>						
CONTACT PERSON HAN	DLING APPLICATION: Chris Koehler						
Mailing Address:	194 Coker Ln.						
City, State ZIP	Cape Girardeau, MO 63701						
Contact's Phone:	335- 3026						
Email Address (if used):	ckoehler@koehlerengineering.com						
R-1 (Single- R-2 (Single- R-3 (One- Al R-4 (General MH-1 (Mobile O-1 (Professi	e Home Park)						

#### **OWNER SIGNATURES:**

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

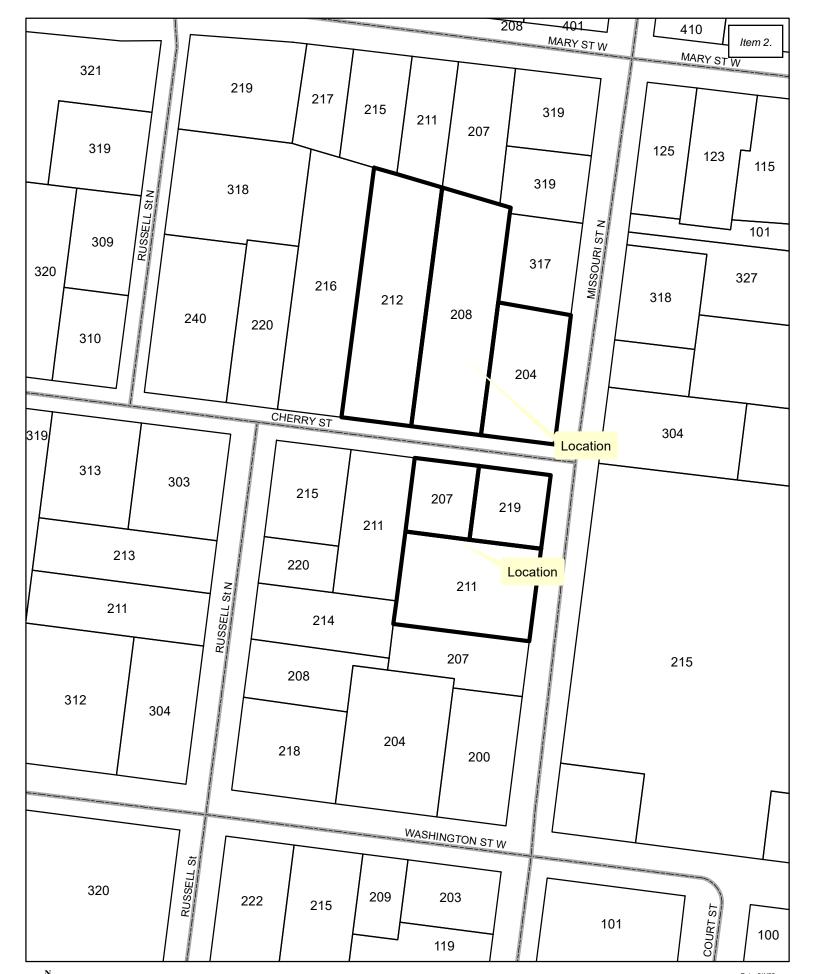
Item 2.

Flul Kogn Dist. ONE COMM

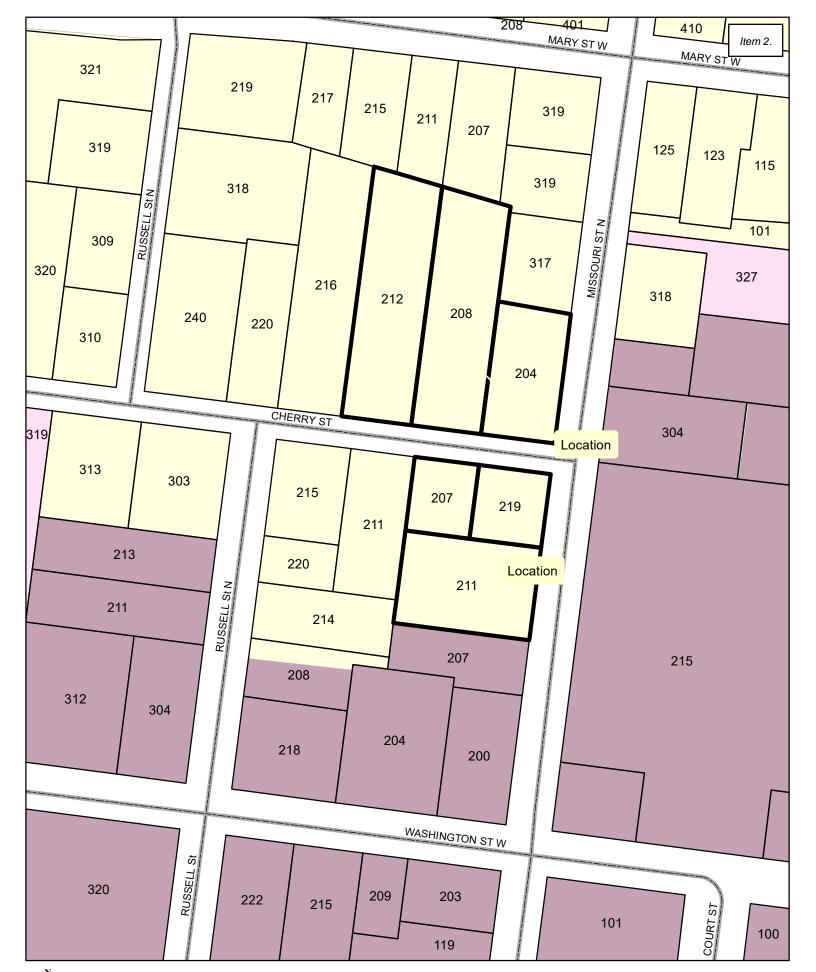
Please submit this application along with appropriate non-refundable application fee to:

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

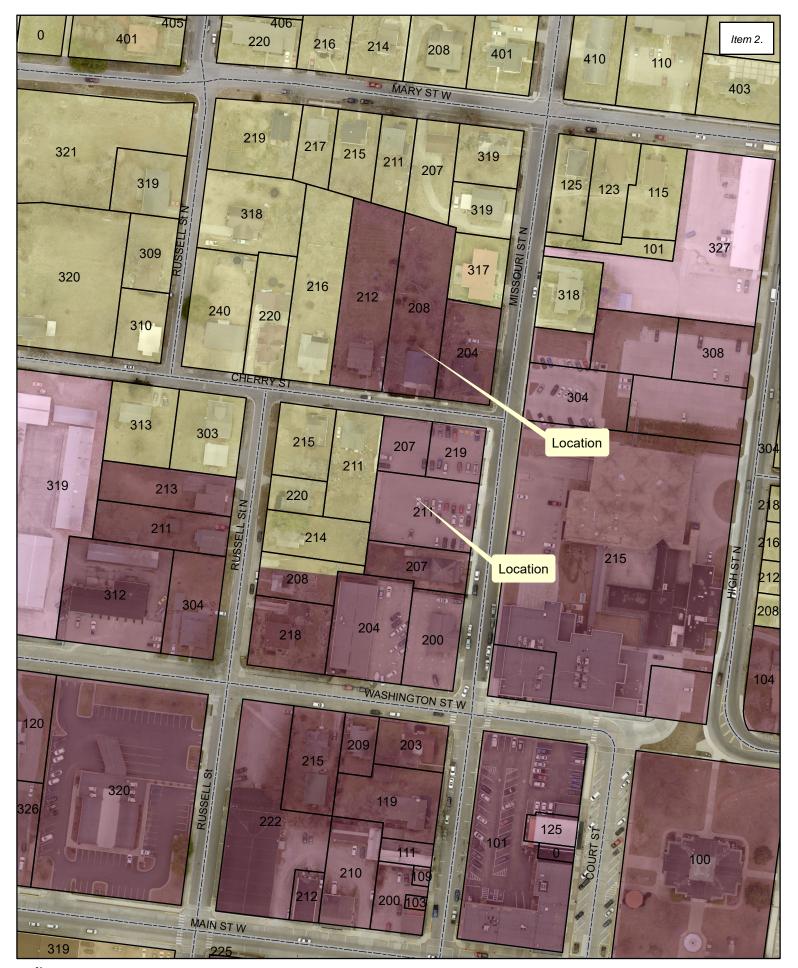
**APPLICATION FEE: \$200.00** 



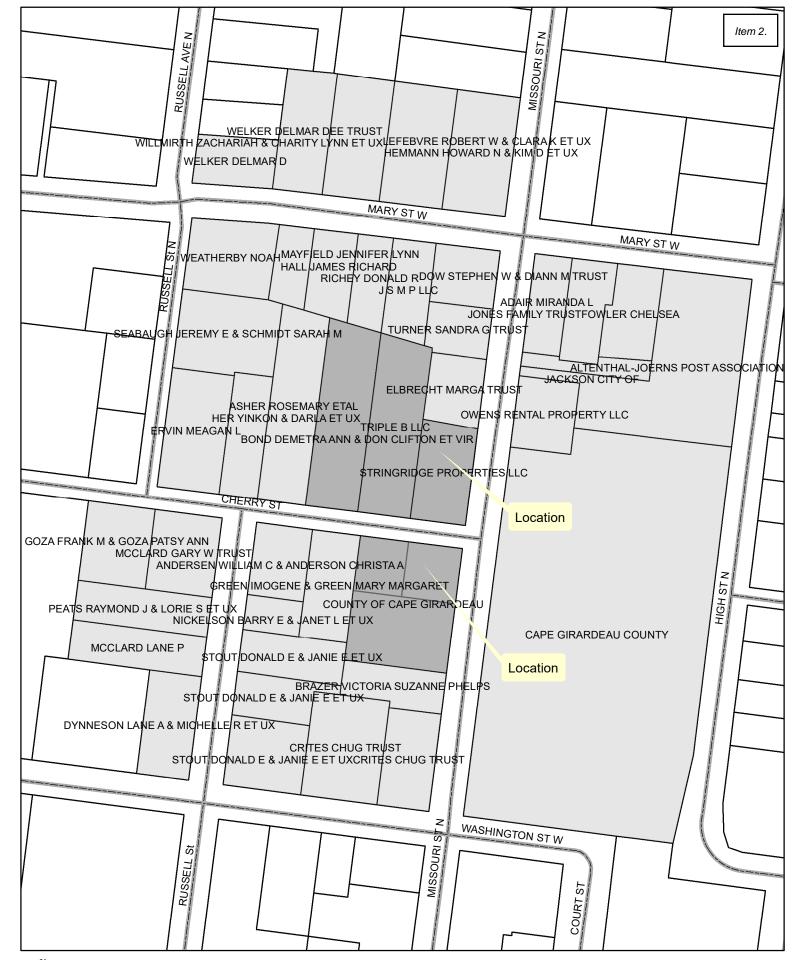














# **Jackson Park Board**



May 8, 2023 6:00 pm

# Regular Meeting | Civic Center

# **Agenda**

**Board Members Present** 

**Recognition Of Visitors:** 

**Reading Of Previous Meeting Minutes** 

# **Old Business**

- 1) Soccer Park Field Projects
- 2) American Rescue Funds Project Updates

#### **New Business**

Committee Reports
Playground Committee

Civic Center Report

Parks & Recreation Director's Report

Executive Session Authority is Section 610.021, RSMo, personnel

Adjournment



# City of Jackson

May 11, 2023

Subject: City of Jackson Fire/Rescue Training Center

Dear Mayor and Board of Aldermen,

Thanks to your support we have developed a training facility that has enabled our staff to enhance their capabilities in all areas of the Fire/Rescue responses. Along with having this facility it has enabled us to host training with our mutual aid partners to better serve citizens even beyond the city boundaries.

Also last year was the first year of the fire service class out of the Cape Career and Technology Center and it was successful and we expect many more opportunities for them in the future to potentially utilize our Fire Rescue training center for instruction and technical training.

With that being said, we have asked the city attorney to review our training release agreements and hold harmless documents. He has updated those and provided us with the proper documentation to receive from both the individuals and the entities that are utilizing the facility. This resolution allows me as the Fire Chief to sign and deliver the agreements in consultation with the city attorney without having to burden the Board for every training that is being conducted at the facility.

Thank you for your consideration of this matter.

If you have any questions or comments, please contact me at 573-243-1010 or jmouser@jacksonfire.org.

Sincerely,

Jason Mouser

Fire Chief Jackson Fire Rescue RESOLUTION NO.

A RESOLUTION AUTHORIZING PARTICIPATION IN THE JOINT USE OF THE FIRE RESCUE TRAINING CENTER AND EXECUTION OF TRAINING AND RELEASE AGREEMENTS IN RELATION THERETO.

WHEREAS, the City of Jackson, Missouri, owns and operates the Fire Rescue Training Center located at 2220 Lee Avenue, Jackson, Missouri ("Center"); and

WHEREAS, Jackson Fire Rescue participates in joint training with other fire and rescue departments and students of the fire and rescue program with the Career & Technology Center for the Cape Girardeau School District; and

WHEREAS, the Center is valuable to other department personnel and students for improving firefighting and rescue skills; and

WHEREAS, the knowledge and skill other department personnel and students receive from the joint use of the Center are valuable to the City of Jackson, Missouri for mutual aid purposes and training students who may become potential recruits for the City of Jackson, Missouri.

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

- 1. The City of Jackson, Missouri, is authorized to participate in the Training and Release Agreement, subject to the terms and conditions thereof, a copy of which is attached hereto and made a part hereof as Exhibit A ("Agreement").
- 2. The Fire Chief for the City of Jackson, Missouri, or his designate, has the authority to sign and deliver the Agreement as hereby approved by the Mayor and Board of Aldermen for the City of Jackson, Missouri.

	3. This	authority s	hall continue for fu	uture	joint training exercises at the Center unless
and unt	il terminated	d by the Bo	ard of Aldermen fo	or the	e City of Jackson, Missouri.
	PASSED A	ND APPRO	OVED this		day of May, 2023, by a vote of
ayes, _	nay	s,	_ abstentions, and _		absent.
			C	CITY	OF JACKSON, MISSOURI
			В	3Y: _	
					Dwain Hahs, Mayor
ATTES	ST:				
Liza W	alker, City C	Clerk			

	EXHIBIT	7	
tabbies*	A		Item 4.
-		1	

#### TRAINING AND RELEASE AGREEMENT

	This Training a	nd Releas	e Agree	ement (the	: "Ag	greemen	ıt") is	s entered into t	this	_ day
of		, 20 t	y and	between	the	CITY	OF	JACKSON,	MISSOUR	ːI, a
munici	ipal corporatio	<b>n,</b> ("City"	') and					,	("Departme	nt"),
WITN	ESSTH:									

**WHEREAS,** the City owns and operates the Fire Rescue Training Center ("Center") located at 2220 Lee Avenue, Jackson, Missouri; and

WHEREAS, the City makes the Center available for training purposes to the personnel of other departments and students of the Career & Technology Center for the Cape Girardeau School District (hereinafter jointly described as "Department"); and

**WHEREAS**, the City's Center is valuable to Department personnel and students for improving firefighting and rescue skills; and

**WHEREAS**, the knowledge and skill Department personnel and students receive are valuable to the City for mutual aid purposes and training students who may become potential recruits for the City's firefighting and rescue department;

#### **NOW THEREFORE**, the parties agree as follows:

- 1. Department personnel and students shall be candidates for Fire Fighter I and II certification.
- Department personnel and students shall provide their own structural firefighting PPE, PASS device, and SCBA that are NFPA compliant, in good working condition, and meet testing (hydrostatic) requirements.
- 3. Department personnel and students shall participate in preparing the Center before training commences and cleanup of the Center after training is completed.

- 4. Department personnel and students shall obtain, use and dispose of all consumables including, but not limited to, propane, extrication prop, refreshments, apparatuses, appliances, tools, and communication systems.
- 5. Department personnel and students shall comply with the Center's Standard Operation Guidelines and the National Fire Protection Association Standard 1403 (Fire Brigade Standards) while participating in training at the Center.
- 6. Prior to participation in training at the Center, Department shall provide a Certificate of Insurance with the following coverage:
  - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
  - Worker's Compensation Insurance (if applicable) within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
  - Additional Insured Endorsement naming the City as a named additional insured.
  - The City listed as Certificate Holder on the signed Certificate of Insurance.
  - Insufficient or lapsed insurance coverage at any time will be good cause for termination of this Agreement.
  - 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.
- 7. To the fullest extent permitted by law, Department agrees to indemnify, defend and hold harmless the City, 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 injury or death of a

person, 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 the Department, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.

- 8. Department personnel and students shall execute a separate Release and Waiver of Liability Form. In addition, a parent or guardian shall also execute a separate Release and Wavier of Liability Form on behalf of the student.
- 9. City shall have the right, in its sole discretion, to terminate this Agreement, exercisable by delivering written notice to the Department stating the date and time the termination is effective.
- 10. This Agreement contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Agreement sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.
- 11. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In the event of a dispute between the parties, the venue shall be in the Circuit Court of Cape Girardeau County, Missouri.

- 12. This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and its respective legal representatives, successors, and assigns.
- 13. In any case one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statue, ordinance or otherwise.

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

(Left Blank Intentionally)

### <u>CITY OF JACKSON, MISSOURI</u> RELEASE OF CLAIMS AND WAIVER OF LIABILITY

In consideration of my participation in training at the City of Jackson, Missouri ("City"), Fire Rescue Training Center, I do hereby make the following representations and acknowledgements:

- 1. I acknowledge and agree that training will involve running, lifting, climbing, carrying, exercising, and other physical activities. I also acknowledge that there are risks of injury involved in participating in training. I further acknowledge that if I am not in good physical condition, or if I have preexisting injuries, diseases, or physical conditions which may be aggravated by this training, that I am placing myself at risk.
- 2. I acknowledge and agree that by participating in training, I am not an agent, servant or employee of the City and therefore, I will not be covered by any worker's compensation, death or disability benefits of the City.
- 3. I hereby release, discharge and covenant not to sue (and relinquish my rights to sue) the City, its officers, agents, employees, attorneys, and successors and assigns from and with respect to any and all liability, claims, demands, actions, suits, rights and/or causes of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, whether caused by the negligence of the City in part, that may arise from my use of the Center and participation in training including, without limitation, any damage to property or bodily and/or personal injury in connection therewith. I hereby waive any protections afforded by any statue or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or

otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am hereby releasing any and all unknown future claims.

4. To the fullest extent permitted by law, I agree to indemnify, defend and hold harmless the City, 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, including the Fire Rescue Training Center, under this Agreement involving an injury or death of person, 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 myself, regardless of whether caused in part or by the negligence or wrongdoing of City and any of its agents or employees.

Date	Signature	
	Printed Name	
	Address	

For Participants who are students of the Career & Technology Center for the Cape Girardeau School District.

This is to certify that I, as parent or guardian with legal responsibility for this student do consent and agree to such student's execution of this Release of Claims and Waiver of Liability Form, and I, for myself and on behalf of such student, agree to be bound by all terms and conditions contained herein.

Date	Signature	
	Printed Name	
	Address	

# <u>CITY OF JACKSON, MISSOURI</u> <u>AGILTY TEST</u> RELEASE OF CLAIMS AND WAIVER OF LIABILITY

In consideration for potential employment by the City of Jackson, Missouri, ("City"), the undersigned does hereby make the following representations and acknowledgements:

- 1. As part of the employment application process, a physical agility test will be required. I acknowledge that the test will involve running, lifting, climbing, carrying, exercising, and other physical activities. Regardless of my physical condition, I also acknowledge that there are risks of injury involved in taking this agility test. I further acknowledge that if I am not in good physical condition, or if I have preexisting injuries, diseases, or physical conditions which may be aggravated by this test, that I am placing myself at risk.
- 2. I agree that when participating in the agility test, I am not an agent, servant or employee of the City and therefore, I acknowledge that I will not be covered by any worker's compensation, death or disability benefits of the City.
- 3. I hereby release, discharge and covenant not to sue (and relinquish my rights to sue) the City, its officers, agents, employees, attorneys, and successors and assigns from and with respect to any and all liability, claims, demands, actions, suits, rights and/or cause of action of whatever kind or nature, now or hereafter existing, whether known or unknown, present or future, foreseen or unforeseen, whether caused by the negligence of the City in part, that may arise from my participation in a physical agility test including, without limitation, any damage to property or bodily and/or personal injury in connection therewith. I hereby waive any protections afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to

provide that a general release shall not extend to claims, material or otherwise, which person giving the release does not know or suspect to exist at the time of executing the release. This means, in part, that I am hereby releasing any and all unknown future claims.

4. To the fullest extent permitted by law, I agree to indemnify, defend and hold harmless the City, 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 or death of a person, 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 myself, in participation of the agility test, regardless of whether caused in part or by the negligence or wrongdoing of City and any of its agents or employees.

Date	Signature	
	Printed Name	
	Address	



## City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: May 8, 2023

RE: Walk Jackson 2023

The Public Works staff is happy to announce the return of the Walk Jackson program. The program will start on May 21<sup>st</sup> in honor of National Public Works Week (May 21 – 27) and end at Homecomers on July 25<sup>th</sup>. Each week a different location along one of the City's trails or sidewalks will be chosen. Along with the location of the week, staff will provide a short explanation on topics related to Public Works.

Anyone who wants to participate will go to that location, take a selfie with their smart phone, post it on either their Facebook or Instagram profiles and use the hashtag #walkjackson2023. These must be public posts for City Staff to be able to see them. If they don't have a smart phone or use social media, they can stop by the public works department or the Civic Center each week for a printed copy of the location of the week. The "Walk Jackson" sign will have tickets on the back that they can bring in to be entered. The sign will be up at the location of the week from Friday to Friday. Anyone who visits 2 sites and has either posted 2 hashtags or collected 2 tickets can come into the Public Works office and pick up their "Walk Jackson" t-shirts while supplies last. Everyone is encouraged to participate through all the weeks because every posted picture at the location of the week with the #walkjackson2023 and every ticket collected will be entered into the drawing for the grand prize of a free pool party at the City of Jackson Public Pool! The Grand Prize will be drawn on July 25<sup>th</sup> and announced at Homecomers. Staff encourages all the board members to participate and to spread the word! City staff and elected officials can earn their t-shirt but will not be eligible for the grand prize.



### City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: May 9, 2023

RE: Roadway Striping Project

In October 2022, Staff presented a study completed by the Lochmueller Group discussing recommendations for improving the safety of Greensferry Road in the vicinity of 1525 Greensferry Road. This study was completed in response to concerns from two residents in the study area. One of the recommendations was to stripe the centerline of the roadway to help drivers maintain the proper position on the roadway.

There are two other roadways that Staff is proposing to be considered for striping and restriping. The first roadway section is restriping East Main Street from Oak Hill Road to I-55. The striping in this section has faded and complaints have been received concerning visibility during rain events. The second roadway section is Main Street from the North Hope Street Roundabout to Farmington Road. This was a recommendation in the recent study of Main Street as a traffic calming measure. The centerline would be striped by the contractor and the Street Department would complete the striping of parking spaces were parking is allowed. This would visually narrow the roadway to the driver.

Staff is seeking input from the Mayor and the Board of Aldermen on the inclusion of these two sections of Main Street in this project.



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.HomerShifrin.com

May 4, 2023

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

Re: Task Order Proposal to Provide Professional Engineering Services for the Water Meter Replacement Project for the City of Jackson, MO

Dear Mrs. Sanders:

As requested, this Task Order is to provide the design of bidding documents for the Water Meter Replacement Project. Bidding, construction, and inspection phase services will not be provided.

The attached Exhibits A (scope of services and detailed fee spreadsheets) defines the assumed scope of work based on our current knowledge of this project. Based on the referenced SCOPE of WORK, we estimate the cost to furnish the items within this scope, not to exceed \$8,200. See the cost breakdown on the following pages.

ENGINEER proposes to complete the work defined herein within 2 months following the City's issuance of the Notice to Proceed.

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

Respectfully Submitted,

James E. McCleish, P.E.

James E.M'Cleich

Vice President

Practice Leader, Water

Lisa Fennewald, P.E. Project Manager

Musi & Lennewald

#### **ATTACHMENT A**

## WATER METER REPLACEMENT PROJECT LIST OF MAJOR ANTICIPATED TASKS

#### **SCOPE**

The Water Meter Replacement Project consists of design services for the preparation of bidding documents to replace approximately 1,000 meters.

- a. City will provide all needed supplies to perform the work, including meter setters, PRV, meter, ERT, antenna adaptor, and meter pit with lid.
- b. No technical equipment specifications will be required.
- c. No bidding, construction, or inspection phase services will be required.
- d. City will provide a database converted to excel that shows property owner name, address, phone number, meter size, and service line material if known.

#### **DESIGN PHASE SERVICES:**

- 1. Revise City's standard meter detail to reflect the addition of the PRV, corp stop, ROW line, owner ship and responsibility of service line. Incorporate this detail into the technical specifications for bidding.
- 2. Prepare 90% Division 1 specifications and any additional required technical specifications if needed.
- 3. Prepare 90% Project front end documents and include any City updated information insurance, etc.
- 4. Prepare 90% estimate of construction cost estimate.
- 5. Submit 90% specifications, bidding documents, and cost estimate to City for review.
- 6. Review 90% complete specifications with the City.
- 7. Incorporate City Staff review comments and finalize complete construction specifications and bidding documents; then submit completed bidding package to City Staff in preparation for solicitation of construction bids.
- 8. Administer and manage Design Phase Services, including QA/QC of design.

#### CITY OF JACKSON, MO WATER METER REPLACEMENT PROJECT ENGINEERING FEE ESTIMATE

		EN	GINEERING	FEE ESTIM	AIE				
	Prepared By	: LEF				Labor Classification			
	LABOR:			ı	Fennewald, Lisa	Peetz, Kent	Dokic, Anis	Mills, Michael	
	LABOR.		Task	Task	reilliewalu, Lisa	reetz, Kent	DONIC, AIIIS	Willis, Wilchael	
C4 C4	Task No.	Task Description	M.H.		WP04	WDO2	WD11	WD10	
Cost Center	Task No.	Task Description	<u>М.н.</u>	Cost	WPU4	WP03	WP11	WP10	
		DESIGN PHASE SERVICES							
Water	1	Revised City's standard meter detail	6	\$890	1	1		4	
		Prepare 90% Division 1 specifications and any additional required technical		·		· · · · · · · · · · · · · · · · · · ·		-	
Water	2	specifications if needed.	12	\$1,740	2	2	8		
14/ /	_	Prepare 90% Project front end documents and include any City updated information	10 \$1,3	\$1,340 2			8		
Water	3	- insurance, etc.			2				
Water	4	Prepare 90% estimate of construction cost estimate.	10	\$1,640	4	2	4		
Water	5	Submit 90% specifications, bidding documents, and cost estimate to City for review.	2	\$310	1		1		
vvalei	3		2	φ310	1		ļ		
Water	6	Review 90% complete specifications with the City.	1	\$190	1				
		Incorporate City Staff review comments and finalize complete construction							
Water	7	specifications and bidding documents; then submit completed bidding package to	8	\$1,110	2		4	2	
		City Staff in preparation for solicitation of construction bids.							
Water	8	Administer and manage Design Phase Services, including QA/QC of design.	4	\$760	4				
		Subtotal	53	\$7,980	17	5	25	6	
		TOTAL ESTIMATE MANHOURS	53		17	5	25	5 6	
		TOTAL ESTIMATED LABOR COSTS		\$7,980					
	DESIGN E	VDENCEC.							
	DESIGN E	AFENSES.			Total				
	<u>Item</u>		Unit		Cost				
		Mileage:	0	miles	\$0				
		Subconsultant:		SAY	\$0				
		Reproduction & Photocopy:		SAY	\$100				
		Field Equipment Rental Reimbursement:		SAY	\$0				
		Misc. Reimbursable Expenses:		SAY	\$50				
		ESTIMATED TOTAL REIMBURSIBLE EXPENSES:			\$150				
		MARK UP PERCENTAGE:			0%				
		ESTIMATED TOTAL EXPENSES:			\$150				
		TOTAL ESTIMATED NOT-TO EXCEED COST:			\$8,200				