



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, October 02, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**CALL TO ORDER**

**INTRODUCTION OF GUESTS/VISITORS**

**ADOPTION OF AGENDA**

1. Motion adopting the Regular Meeting Agenda.

**APPROVAL OF MINUTES**

2. Motion approving the Minutes of the Regular Meeting of September 18, 2023.

**FINANCIAL AFFAIRS**

3. Motion approving payment of the semimonthly bills.

**ACTION ITEMS**

**Power, Light, and Water Committee**

4. Motion setting the annual City of Jackson Christmas Party for elected officials, appointed officials, and employees, on Thursday, December 7, 2023, from 11:00 a.m. to 1:00 p.m., at the Jackson Civic Center.
5. Bill proposing an Ordinance calling for a General Municipal Election on Tuesday, April 2, 2024, to fill the Offices of the Board of Aldermen.

**Street, Sewer, and Cemetery Committee**

6. Motion approving Revised Change Order No. 2, correcting the project engineer's error in the substantial and final completion dates, to RIHC Contracting (Robinson Industrial, Heavy & Commercial Contracting, Inc.), of Perryville Missouri, relative to the Kimbeland Pump Station Improvements Project.
7. Motion approving Change Order No. 3, in the amount of \$2,000.01, to Mike Light Cement Finishing Inc., of Perryville Missouri, relative to the 2023 Concrete Pavement Improvement Program.
8. Resolution supporting a grant application to the Missouri Department of Natural Resources, under the Land and Water Conservation Fund (LWCF) Program, relative to the Litz Park Pavilion/Restroom Building Project.

9. Bill proposing an Ordinance authorizing an Off-System Bridge Program Agreement with the Missouri Highways and Transportation Commission, relative to the Sunset Drive Bridge Replacement Project.
10. Bill proposing an Ordinance approving A Resubdivision of Lot No. 1 of Green Meadows Commercial Park No. 5, as submitted by Appleton Valley Farm, Inc.

## **NON-AGENDA CITIZEN INPUT**

### **INFORMATION ITEMS**

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

### **EXECUTIVE SESSION**

*Motion to have executive session. Authority is Section 610.021(1), Revised Statutes of Missouri, relating to litigation; Section 610.21(2), Revised Statutes of Missouri, relating to real estate; and Section 610.21(3), Revised Statutes of Missouri, relating to personnel.*

### **ADJOURN**

Posted on 09/29/2023 at 4:00 PM



**CITY OF JACKSON**

**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

**Monday, September 18, 2023 at 6:00 PM**

**Board Chambers, City Hall, 101 Court St.**

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**MINUTES**

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Joe Bob Baker, Mike Seabaugh, Shana Williams, Katy Liley, Dave Reiminger, and Wanda Young. Present-6; Absent-2: Alderman Paul Sander and Alderman David Hitt.

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

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

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

Motion to Adopt the Agenda )

Motion made by Alderman Baker, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-6; Nays-0; Absent-2.

Motion to Approve the Minutes of the )  
September 5, 2023, Regular Board )  
Meeting )

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve the minutes of the preceding Regular Board Meeting of Tuesday, September 5, 2023. Ayes-6; Nays-0; Absent-2.


Motion to Approve Bills of September, )  
2023 )

Now is presented the Semimonthly Bills Report, in the various funds for the month of September, 2023. Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the payment of Semimonthly Bills in the various funds for September, 2023. Ayes-6; Nays-0; Absent-2.

Motion to Approve the City Collector's )  
Electric, Water & Sewer, Taxes & )  
Licenses, and Refuse Report for )  
August, 2023 )

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for August, 2023. Ayes-6; Nays-0; Absent-2.

**CITY COLLECTOR'S REPORT FOR AUGUST 2023**

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,717,195.19	323,524.07	243,430.83	61,709.14	-	2,345,859.23
Penalties	6,134.91	1,367.87	1,123.03	276.55	-	8,902.36
Sales Tax	49,790.84	9,463.08	-	-	-	59,253.92
Disconnect Fees	4,436.06	-	-	-	-	4,436.06
Returned Transaction Fees	600.00	-	-	-	-	600.00
Customer Relocation Fees	-	-	-	-	300.00	300.00
Trash Stickers	-	-	-	1,700.00	-	1,700.00
<b>UTILITY COLLECTIONS</b>	<b>1,778,157.00</b>	<b>334,355.02</b>	<b>244,553.86</b>	<b>63,685.69</b>	<b>300.00</b>	<b>2,421,051.57</b>
Adjustments - Services	-	-	-	-	-	-
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
<b>NET UTILITY COLLECTIONS</b>	<b>1,778,157.00</b>	<b>334,355.02</b>	<b>244,553.86</b>	<b>63,685.69</b>	<b>300.00</b>	<b>2,421,051.57</b>
Business/Contractor Licenses	-	-	-	-	549.50	549.50
Event Fees/Misc. Charges	-	-	-	-	-	-
<b>NON-UTILITY COLLECTIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>549.50</b>	<b>549.50</b>
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	196.28
Cash in bank	-	-	-	-	-	2,421,797.35
Missouri Sales Tax payment	(49,790.84)	(9,463.08)	-	-	-	(59,253.92)
<b>TO CITY TREASURER</b>					<b>\$</b>	<b>2,362,543.43</b>
Respectfully Submitted,						
						
City Collector						



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 Monday, September 18, 2023 at 6:00 PM  
 Board Chambers, City Hall, 101 Court St.

**MINUTES**



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 18, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**MINUTES**

Motion to Approve the August, 2023 )  
City Clerk's and Treasurer's Reports )

Motion made by Alderman Seabaugh, seconded by Alderwoman Williams, to approve the City Clerk's and City Treasurer's Reports for August, 2023. The City Clerk's Report is as follows: Electric Receipts – \$6,931.58; Cemetery Receipts – \$7,250.00; Water Receipts – \$13,837.10; Wastewater Receipts – \$0.00; General Revenue Receipts – \$25,107.19; Park Receipts – \$2,321.00; Trust & Agency Receipts – \$0.00; Park Foundation Receipts – \$4,200.00; Recreational Development Receipts – \$8,369.38; Landfill Receipts – \$11,047.50; Recreation Sales Tax Receipts – \$8,491.50; Health Insurance - \$1,177.00; Stormwater Maintenance Receipts – \$692.96; and Transportation Sales Tax Receipts – \$1,156.69. The Water & Light Deposit balance as of August 1, 2023 – \$279,392.21; Deposits – \$16,860.32; Refunds – \$11,531.52; balance as of August 31, 2023 – \$284,721.01. Ayes-6; Nays-0; Absent-2.

CITY TREASURER'S REPORT FOR AUGUST, 2023

FUND	FUND BALANCES 08-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 08-31-2023	INVESTMENTS	CASH BALANCE 08-31-2023
<b>ELECTRIC FUND</b>							
Operation & Maintenance	-	1,807,657.97	(525,543.44)	1,282,114.53	-	-	-
Electric Surplus	2,267,066.58	-	502,503.12	13,935.82	2,755,633.88	975,099.34	1,780,534.54
Electric Capital Projects Fund	4,338,566.54	-	-	-	4,338,566.54	4,300,000.00	38,566.54
<b>General Revenue</b>	3,478,529.69	83,759.97	(72,988.03)	530,794.97	2,958,506.66	2,900,000.00	58,506.66
<b>Landfill Fund</b>	528,383.12	81,600.42	(7,999.54)	44,280.80	557,703.20	485,000.00	72,703.20
<b>City Park Fund</b>	204,481.87	3,571.90	(5,914.41)	37,742.62	164,396.74	160,000.00	4,396.74
<b>Public Park Foundation Fund</b>	141,779.48	4,200.00	-	2,200.00	143,779.48	75,000.00	68,779.48
<b>Cemetery Fund</b>	937,327.85	11,513.17	(5,293.19)	27,785.00	915,762.83	909,000.00	6,762.83
<b>Band Fund</b>	-	738.56	-	738.56	-	-	-
<b>Stormwater Maintenance Fund</b>	289,086.65	748.98	-	-	289,835.63	266,000.00	23,835.63
<b>ARPA Fund</b>	2,709,540.92	-	-	23,050.59	2,686,490.33	2,600,000.00	86,490.33
<b>Road Use Tax Fund</b>	673,474.50	71,216.75	(19,166.66)	388.70	725,135.89	625,000.00	100,135.89
<b>Sales Tax Fund</b>	1,715,378.28	283,329.34	-	3,842.54	1,994,865.08	1,987,712.87	7,152.21
<b>Fire Protection Sales Tax Fund</b>	64,570.97	64,754.83	-	-	129,325.80	-	129,325.80
<b>Recreation Sales Tax</b>	80,820.47	73,246.32	(787.55)	31,904.40	121,374.84	-	121,374.84
<b>Public Safety Sales Tax</b>	123,474.69	129,435.42	-	-	252,910.11	-	252,910.11
<b>Trust and Agency Fund</b>	1,085,716.72	31,531.28	14,570.10	32,286.91	1,099,531.19	1,080,000.00	19,531.19
<b>Recreational Development</b>	55,424.40	8,369.38	-	39,084.39	24,709.39	-	24,709.39
<b>Transportation Sales Tax</b>	324,105.23	137,970.06	-	108,459.71	353,615.58	300,000.00	53,615.58
<b>I-55 Corridor Special Alloc.</b>	-	1,262.55	-	-	1,262.55	-	1,262.55
<b>Capital Projects Construction</b>	2,027,509.88	3,348.94	-	-	2,030,858.82	2,000,000.00	30,858.82
<b>Economic Development Reserve</b>	1,000,000.00	-	-	-	1,000,000.00	1,000,000.00	-
<b>CDBG Grant Fund</b>	-	-	-	-	-	-	-
<b>Health Insurance Fund</b>	943,567.24	2,002.62	140,985.31	86,128.93	1,000,426.24	-	1,000,426.24
<b>Inmate Security Fund</b>	16,153.12	92.00	-	-	16,245.12	-	16,245.12
<b>Equitable Sharing Fund</b>	3,617.07	-	-	-	3,617.07	-	3,617.07
<b>WATER &amp; SEWER FUND</b>							
Water Operation & Maint.	-	401,139.08	(235,258.51)	165,880.57	-	-	-
Water Replacement	756,540.50	-	-	-	756,540.50	725,000.00	31,540.50
Water & Sewer Revenue Bond	317,743.80	-	-	98,363.00	219,380.80	190,000.00	29,380.80
Water & Sewer Deprec. Res.	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,129,484.19	15,925.00	413,102.28	6,120.75	9,552,390.72	8,957,106.57	595,284.15
Wastewater Operation & Maint.	-	245,454.03	(198,209.48)	47,244.55	-	-	-
Wastewater Replacement	1,077,658.74	-	-	-	1,077,658.74	1,065,532.77	12,125.97
<b>W &amp; S Construction Fund</b>	4,317,892.58	-	-	6,471.25	4,311,421.33	200,000.00	4,111,421.33
<b>TOTALS</b>	<b>38,719,157.63</b>	<b>3,461,606.02</b>	<b>-</b>	<b>2,588,818.59</b>	<b>39,591,945.06</b>	<b>30,910,451.55</b>	<b>8,681,493.51</b>
Respectfully Submitted,					Cash on Hand		1,475.00
					General Account		6,313,858.01
					Collectors Account		2,362,543.43
					Equitable Sharing Fund		3,617.07
Liza Walker, City Clerk/Treasurer (signed)					<b>TOTAL</b>		<b>8,681,493.51</b>



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**MINUTES**



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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MINUTES

- Motion to Accept Funding from the 2023 )
American Rescue Plan Act State and )
Local Fiscal Recovery Funds )
Emergency Medical Service Providers )
Grant )

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept funding from the 2023 American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) Emergency Medical Service Providers Grant (EMSPG), relative to emergency medical service activities for Jackson Fire Rescue. Ayes-6; Nays-0; Absent-2.

- Ordinance No. 23-73 Re: To Amend )
Chapter 1 of the Code of Ordinances, )
Regarding the Authority to Correct )
Certain Scrivener’s Errors )

The matter of amending Chapter 1 (General Provisions) of the Code of Ordinances, regarding the authority to correct certain scrivener’s errors, came on for consideration. Alderman Reiminger introduced Bill No. 23-75, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING CHAPTER 1, ARTICLE III OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO THE AUTHORITY TO CORRECT SCRIVENER’S ERRORS; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion made by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 23-75 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 23-75 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 23-73 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Baker-aye; Alderwoman Liley-aye; Alderman Sander-absent; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Hitt-absent; and Alderwoman Williams-aye.

BILL NO. 23-75

ORDINANCE NO. 23-73

AN ORDINANCE AMENDING CHAPTER 1, ARTICLE III OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO THE AUTHORITY TO CORRECT SCRIVENER’S ERRORS; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 1, Article III, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended by ADDING Section 1-33 to read as follows:

“Sec. 1-33. – Authority to correct scrivener’s errors.

- (a) The City Clerk is hereby authorized to correct scrivener’s errors in the City Code, Ordinances or Resolutions adopted by the Board of Aldermen without the need for readoption of the City Code provision, Ordinance or Resolution.



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**MINUTES**

- (b) For the purposes of this section, a scrivener’s error includes one or more of the following:
  - 1. Misspelling;
  - 2. Grammatical error;
  - 3. Numbering error;
  - 4. Cross-referencing error; or
  - 5. Inconsistency with the rules of style for the City Code, Ordinance or Resolution.
- (c) Any correction shall be accompanied by a scrivener’s note on or attached to the City Code, Ordinance or Resolution.
- (d) Corrections to sections of the City Code shall be noted in the Code.”

Section 2. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

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

FIRST READING: September 18, 2023.

SECOND READING: September 18, 2023.

PASSED AND APPROVED this 18th day of September, 2023, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

(SEAL) CITY OF JACKSON, MISSOURI  
 ATTEST: By: Dwain L. Hahs (signed)  
 Mayor  
 Liza Walker (signed)  
 City Clerk

Ordinance No. 23-74 Re: To Authorize )  
the Mayor to sign a Consent Decree )





CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, September 18, 2023 at 6:00 PM

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MINUTES

With the Environmental Protection )
Agency and the Missouri Department of )
Natural Resources, relative to the Claim )
involving Missouri Electric Works )

The matter of authorizing the Mayor to sign a Consent Decree with the Environmental Protection Agency and the Missouri Department of Natural Resources, relative to the claim involving Missouri Electric Works, came on for consideration. Alderman Reiminger introduced Bill No. 23-76, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONSENT DECREE BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE ENVIRONMENTAL PROTECTION AGENCY AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, RELATIVE TO THE CLAIM INVOLVING MISSOURI ELECTRIC WORKS; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 23-76 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 23-76 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 23-74 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Baker-aye; Alderman Sander-absent; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Hitt-absent; and Alderwoman Williams-aye.

BILL NO. 23-76

ORDINANCE NO. 23-74

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONSENT DECREE BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE ENVIRONMENTAL PROTECTION AGENCY AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, RELATIVE TO THE CLAIM INVOLVING MISSOURI ELECTRIC WORKS; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a consent decree marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to execute said consent decree.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the consent decree marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the Environmental Protection



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**Agency and the Missouri Department of Natural Resources.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City executes said consent decree.

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

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

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

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

FIRST READING: September 18, 2023.

SECOND READING: September 18, 2023.

PASSED AND APPROVED this 18th day of September, 2023, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
Mayor

ATTEST:

Liza Walker (signed)  
City Clerk

Motion to Approve Change Order No. 2 )  
to Mike Light Cement Finishing, Inc., of )  
Perryville, Missouri, relative to the )  
Concrete Pavement Improvement )  
Program )

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve Change Order No. 2, in the amount of \$12,805.64, to Mike Light Cement Finishing, Inc., of Perryville, Missouri, relative to the Concrete Pavement Improvement Program. Ayes-6; Nays-0; Absent-2.

Motion to Approve Change Order No. 3 )  
to Black Diamond Paving, LLC, of Oak )  
Ridge, Missouri, relative to the Asphalt )  
Pavement Improvement Program )



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MINUTES

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve Change Order No. 3, in the amount of \$19,850.00, to Black Diamond Paving, LLC, of Oak Ridge, Missouri, relative to the Asphalt Pavement Improvement Program. Ayes-6; Nays-0; Absent-2.

Motion to Accept the Bid of Precision )
Striping, LLC, of Cape Girardeau, )
Missouri, relative to the Parking Lot )
Sealing Project )

Motion made by Alderwoman Liley, seconded by Alderman Baker, to accept the bid of Precision Striping, LLC, of Cape Girardeau, Missouri, in the amount of \$43,555.70, relative to the Parking Lot Sealing Project. Ayes-6; Nays-0; Absent-2.

Ordinance No. 23-75 Re: To Approve a )
Contractual Agreement with Precision )
Striping, LLC, of Cape Girardeau, )
Missouri, relative to the Parking Lot )
Sealing Project )

The matter of approving a contractual agreement with Precision Striping, LLC, of Cape Girardeau, Missouri, relative to the Parking Lot Sealing Project, came on for consideration. Alderwoman Liley introduced Bill No. 23-77, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PRECISION STRIPING, LLC, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE PARKING LOT SEALING PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 23-77 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 23-77 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 23-75 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderman Sander-absent; Alderman Hitt-absent; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderwoman Young-aye; Alderwoman Liley-aye; and Alderwoman Williams-aye.

BILL NO. 23-77

ORDINANCE NO. 23-75

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PRECISION STRIPING, LLC, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE PARKING LOT SEALING PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 18, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Precision Striping, LLC, of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

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

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

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

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

FIRST READING: September 18, 2023.

SECOND READING: September 18, 2023.

PASSED AND APPROVED this 18th day of September, 2023, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

(SEAL) CITY OF JACKSON, MISSOURI  
ATTEST: By: Dwain L. Hahs (signed)  
Mayor  
Liza Walker (signed)  
City Clerk

Ordinance No. 23-76 Re: To Amend the )  
"Stop Street Designation Schedule" – )  
Schedule VI, by Repealing and Adding )  
Designations on Brittany Drive and )  
Dana Drive )



## CITY OF JACKSON

### MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, September 18, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

### MINUTES

The matter of amending the “Stop Street Designation Schedule” – Schedule VI, by repealing and adding designations on Brittany Drive and Dana Drive, came on for consideration. Alderwoman Liley introduced Bill No. 23-78, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING THE "STOP STREET DESIGNATION SCHEDULE, SCHEDULE VI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO CERTAIN STOP STREET DESIGNATIONS.**

On a motion made by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-78 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-78 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 23-76 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderwoman Young-aye; Alderwoman Williams-aye Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderman Sander-absent; Alderman Baker-aye; and Alderman Hitt-absent.

**BILL NO. 23-78**

**ORDINANCE NO. 23-76**

**AN ORDINANCE AMENDING THE "STOP STREET DESIGNATION SCHEDULE, SCHEDULE VI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO CERTAIN STOP STREET DESIGNATIONS.**

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

Section 1. The “Stop Street Designation Schedule, Schedule VI,” passed and approved on the 18<sup>th</sup> day of November, 1985, is hereby amended by deleting therefrom the following stop street designations:

**BRITTANY DRIVE**: On Brittany Drive (traveling south) at its intersection with Nicole Lane. NOTE: Cars traveling north on Brittany Drive will not stop at Nicole Lane.

Section 2. The “Stop Street Designation Schedule, Schedule VI,” passed and approved on the 18<sup>th</sup> day of November, 1985, is hereby amended by adding thereto the following stop street designations:

**BRITTANY DRIVE**: On Brittany Drive at its intersection with Nicole Lane, traffic on Brittany Drive to stop.

**DANA DRIVE**: On Dana Drive at its intersection with Leming Lane and Nicole Lane, traffic on Dana Drive to stop.

Section 3. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the “Stop Street Designation Schedule,



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 18, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**MINUTES**

Schedule VI," of the City of Jackson, Missouri, and the City Clerk is directed to amend said schedule in accordance herewith.

Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause stop signs to be placed at the above streets in accordance herewith.

Section 5. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

FIRST READING: September 18, 2023.

SECOND READING: September 18, 2023.

PASSED AND APPROVED this 18th day of September, 2023, by a vote of 6 ayes, 0 nays, 0 abstentions, and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
Mayor

ATTEST:

Liza Walker (signed)  
City Clerk

Motion to Adjourn the Meeting )

Meeting concluded at 6:17 P.M., on a motion by Alderman Baker, seconded by Alderwoman Liley, to adjourn the meeting. Ayes-6; Nays-0; Absent-2.

ATTEST:

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Clerk**

BILL NO. 23-\_\_

ORDINANCE NO. 23-\_\_

**AN ORDINANCE CALLING A GENERAL ELECTION TO FILL THE OFFICES OF ALDERMAN WARD I, ALDERMAN WARD II, ALDERMAN WARD III, AND ALDERMAN WARD IV; ESTABLISHING FILING DEADLINE FOR SAID OFFICES; PROVIDING SAMPLE BALLOT; PROVIDING SAMPLE NOTICE; REQUESTING ELECTION AUTHORITY TO PROCEED WITH ELECTION; ALL IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 19 OF THE CITY CODE OF ORDINANCES AND CHAPTER 115 OF THE REVISED STATUTES OF MISSOURI, 2000, AS AMENDED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.**

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

Section 1. That the Mayor and the Board of Aldermen of the City of Jackson, Missouri, hereby call an election to be held on the date and the times hereinafter set forth.

Section 2. That the Mayor and the Board of Aldermen, Jackson, Missouri, in accordance with the provisions of Chapter 19 of the City Code of Ordinances and Chapter 115 of the Revised Statutes of Missouri, 2000, as amended, hereby direct the City Clerk to file official notice of general election to fill the offices of Alderman Ward I, Alderman Ward II, Alderman Ward III, and Alderman Ward IV. Said notice shall include the following information:

Agency Calling the Election: City of Jackson, Missouri

Name of Office to be Filed: Alderman Ward I  
Alderman Ward II  
Alderman Ward III  
Alderman Ward IV

Date of Election: April 2, 2024

Period Within Which A Candidate Must File:  
8:00 A.M., Tuesday, December 5, 2023, to  
5:00 P.M., Tuesday, December 26, 2023

Said notice shall be delivered to the County Clerk no later than 5:00 P.M. on January 23, 2024, the tenth Tuesday prior to the election.

A sample notice of the calling of said election is attached hereto, marked Exhibit A and incorporated herein by reference. It is intended that said sample notice shall be forwarded to the County Clerk for his use as reference only.

Section 3. The City Clerk shall, before the seventeenth Tuesday prior to any election at which offices are to be filled, notify the general public of the opening filing date, the office or offices to be filled, the proper place for filing and the closing filing date of the election. Such notification shall be accomplished by a legal notice published in at least one (1) newspaper of general circulation in the city. The City Clerk shall keep a permanent record of the names of the candidates, the office for which they seek election and the dates of the filings; and the order in which the candidates' names shall appear on the ballot as determined under section 19-4 of this Code.

Section 4. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: October 2, 2023.

SECOND READING: October 2, 2023.

PASSED AND APPROVED this 2nd day of October, 2023, by a vote of \_ ayes, \_ nays, \_ abstentions and \_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

ATTEST:

\_\_\_\_\_  
City Clerk



EXHIBIT A

CITY CLERK’S NOTICE  
OF FILING DEADLINE FOR  
CITY OFFICES

STATE OF MISSOURI )  
COUNTY OF CAPE GIRARDEAU )  
CITY OF JACKSON )

NOTICE OF ELECTION

In compliance with the provisions of Chapter 19 of the City Code of Ordinances and Chapter 115 of the Revised Statutes of Missouri, 1996, and Supp. 1999, as amended, the Board of Aldermen of the City of Jackson, Missouri, has ordered that a General Election be held on the first Tuesday following the first Monday in April, 2024, said date being:

TUESDAY, APRIL 2, 2024

For the purpose of electing officers to the following positions with the City:

ALDERMAN WARD I

ALDERMAN WARD II

ALDERMAN WARD III

ALDERMAN WARD IV

DECLARATION OF CANDIDACY

The Mayor and Board of Aldermen hereby establish the filing time period as follows:

8:00 A.M. Tuesday, December 5, 2023

FILING DEADLINE

5:00 P.M., Tuesday, December 26, 2023

Any candidate for the aforesaid positions shall file a Declaration of Candidacy with the City Clerk of the City of Jackson at City Hall, 101 Court Street, Jackson, Missouri, between 8:00 A.M. Tuesday, December 5, 2023, to 5:00 P.M., Tuesday, December 26, 2023, in order to have his/her name printed on the official ballot at the General Election to be held on April 2, 2024.

4

Given under my hand and the official seal of  
said City this 3rd day of October, 2023.

(SEAL)

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Liza Walker  
City Clerk/Treasurer

# MEMO



**TO:** Mayor Hahs and Members of the Board of Aldermen  
**FROM:** Janet Sanders, Director of Public Works  
**DATE:** September 29, 2023  
**SUBJECT:** Kimbeland Lift Station Revised Change Order 2

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Attached is a revision of the Change Order 2 that was previously approved to extend the contract time. The project engineer at Horner & Shifrin discovered this past week that the dates on his cover sheet did not reflect the contractor timeline that was also included in that same change order. Both the revision (correction) and the previously approved pages are attached here for clarity.

If you have questions or comments, please contact me at 573-243-2300 x 2031 or [jsanders@jacksonmo.org](mailto:jsanders@jacksonmo.org).

Date of Issuance: September 26, 2023 Effective Date: \_\_\_\_\_  
 Owner: City of Jackson, Missouri Owner's Ordinance No.: Ord. No. 22-43  
 Contractor: Robinson industrial, Heavy & Commercial Contracting, Inc.  
dba RHIC Contracting  
 Engineer: Horner & Shifrin, Inc. Engineer's Project No.: 1721200

The Contract is modified as follows upon execution of this Change Order:

**Description: Change Order #02\_REV\_01 hereby supersedes Change Order #02\_REV\_00 issued June 27, 2023 to correct the CHANGE IN CONTRACT TIMES to accurately reflect the dates of Substantial Completion and Final Completion specified on the revised schedule submitted by RHIC Contracting (General Contractor) and attached to the previously approved Change Order #02\_REV\_00.**

Contractor has realized material delivery delays which require extension of construction schedule beyond original Contract Times. Material delays are related to 2020-2023 market disturbances and were anticipated and discussed during the Pre-Construction Meeting on 06/28/2022. Contractor has made good-faith effort(s) to maintain project schedule since commencement of Construction.


Attachments: Contractor's Revised Construction Schedule per Change Order CO\_#02\_REV\_00 (dated 06/09/2023); Change Order No. #02\_REV\_00 (superseded).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 2,042,345.00</u>	Original Contract Times: Substantial Completion: <u>Wed. June 7, 2023</u> [n/a] Ready for Final Payment: <u>Fri. July 7, 2023</u> [n/a] DATE [DAYS]
<del>[Increase]</del> Decrease from previously approved Change Orders: <u>\$ (200,394.00) (Decrease)</u>	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: <u>(0 Days)</u> Ready for Final Payment: <u>(0 Days)</u> days
Contract Price prior to this Change Order: <u>\$ 1,841,951.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>Wed. June 7, 2023</u> [n/a] Ready for Final Payment: <u>Fri. July 7, 2023</u> [n/a] DATE [DAYS]
<del>[Increase]</del> <del>[Decrease]</del> of this Change Order: <u>\$ 0.00 (No Cost Change)</u>	<b>Increase</b> [ <del>Decrease</del> ] of this Change Order: Substantial Completion: <u>+138 Days</u> <del>+119 Days</del> Ready for Final Payment: <u>+138 Days</u> <del>+129 Days</del> DAYS
Contract Price incorporating this Change Order: <u>\$ 1,841,951.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>Mon. Oct. 23, 2023</u> [503] Ready for Final Payment: <u>Wed. Nov. 22, 2023</u> [533] DATE [DAYS]

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By:  By: \_\_\_\_\_ By: \_\_\_\_\_  
 Title: Project Engineer Title: Owner (Authorized Signature) Title: Contractor (Authorized Signature)  
Horner & Shifrin, Inc. City of Jackson, Missouri RIHC Contracting  
 Date: September 26, 2023 Date: \_\_\_\_\_ Date: \_\_\_\_\_

Change Order No. 02

Date of Issuance: June 27, 2023 Effective Date: 06/27/2023  
 Owner: City of Jackson, Missouri Owner's Ordinance No.: Ord. No. 22-43  
 Contractor: Robinson industrial, Heavy & Commercial Contracting, Inc.  
dba RHIC Contracting  
 Engineer: Horner & Shifrin, Inc. Engineer's Project No.: 1721200

The Contract is modified as follows upon execution of this Change Order:

**Description:** Contractor has realized material delivery delays which require extension of construction schedule beyond original Contract Times. Material delays are related to 2020-2023 market disturbances and were anticipated and discussed during the Pre-Construction Meeting on 06/28/2022. Contractor has made good-faith effort(s) to maintain project schedule since commencement of Construction.

**Attachments:** Contractor's Revised Construction Schedule per Change Order CO\_#02\_REV\_00 (dated 06/09/2023).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>2,042,345.00</u>	Original Contract Times: Substantial Completion: <u>Wed. June 7, 2023</u> [n/a] Ready for Final Payment: <u>Fri. July 7, 2023</u> [n/a] DATE [DAYS]
<del>[Increase]</del> <b>Decrease</b> from previously approved Change Orders: \$ <u>(200,394.00) (Decrease)</u>	[Increase] [ <del>Decrease</del> ] from previously approved Change Orders: Substantial Completion: <u>(0 Days)</u> Ready for Final Payment: <u>(0 Days)</u> days
Contract Price prior to this Change Order: \$ <u>1,841,951.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>Wed. June 7, 2023</u> [n/a] Ready for Final Payment: <u>Fri. July 7, 2023</u> [n/a] DATE [DAYS]
<del>[Increase]</del> [ <del>Decrease</del> ] of this Change Order: \$ <u>0.00 (No Cost Change)</u>	<b>Increase</b> [ <del>Decrease</del> ] of this Change Order: Substantial Completion: <u>+119 Days</u> Ready for Final Payment: <u>+129 Days</u> DAYS
Contract Price incorporating this Change Order: \$ <u>1,841,951.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>Wed. Oct. 04, 2023</u> [483] Ready for Final Payment: <u>Mon. Nov. 13, 2023</u> [523] DATE [DAYS]

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u></u> Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Engineer</u> <u>Horner &amp; Shifrin, Inc.</u>	Title: <u>Public Works Director</u> <u>City of Jackson, Missouri</u>	Title: _____ <u>RIHC Contracting</u>
Date: <u>June 27, 2023</u>	Date: _____	Date: _____



# KIMBELAND PUMP STATION IMPROVEMENTS

Data Date: 09-Jun-23

Activity Name	Activity % Complete	Planned Duration	Start	Finish	Qtr 2, 2023		Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024	
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
<b>KIMBELAND PUMP STATION IMPROVEMENTS</b>		296	19-May-22 A	22-Nov-23	22-Nov-23, KIMBELAND PUMP STATION I									
<b>Milestones</b>		296	19-May-22 A	22-Nov-23	22-Nov-23, Milestones									
Notice of Award	100%	0	19-May-22 A											
Notice to Proceed	100%	0	08-Jun-22 A											
Schedule Substantial Completion	0%	0		23-Oct-23	◆ Schedule Substantial Completion, 23-Oct-23,									
Schedule Final Completion	0%	0		22-Nov-23	◆ Schedule Final Completion, 22-Nov-23,									
<b>General Requirements</b>		287	08-Jun-22 A	15-Nov-23	15-Nov-23, General Requirements									
Planning & Procurement	100%	26	08-Jun-22 A	15-Jul-22 A										
Mobilization	100%	1	25-Jul-22 A	25-Jul-22 A										
Layout - Set Control Points	100%	1	26-Jul-22 A	26-Jul-22 A										
DELAY-Precast Approval / Field Verification Issue	100%	5	25-Jul-22 A	29-Jul-22 A										
Demobilization	0%	3	13-Nov-23	15-Nov-23	■ Demobilization									
<b>Procurement</b>		267	19-May-22 A	05-Jul-23	05-Jul-23, Procurement									
<b>Material</b>		40	19-May-22 A	05-Aug-22 A										
Precast Manholes	100%	5	08-Jun-22 A	14-Jun-22 A										
Generator	100%	5	19-May-22 A	17-Jun-22 A										
Pumps	100%	5	27-Jun-22 A	01-Jul-22 A										
Piping & Valves	100%	10	27-Jun-22 A	04-Jul-22 A										
Ready Mix Concrete	100%	10	22-Jul-22 A	04-Aug-22 A										
Rip Rap	100%	10	22-Jul-22 A	04-Aug-22 A										
Crushed Stone	100%	10	22-Jul-22 A	05-Aug-22 A										
<b>Subcontractor</b>		255	31-May-22 A	05-Jul-23	05-Jul-23, Subcontractor									
Electrical	100%	5	31-May-22 A	17-Jun-22 A										
Painting	100%	20	22-Jul-22 A	14-Oct-22 A										
Fencing	0%	17	09-Jun-23	05-Jul-23	■ Fencing									
Seeding/Landscaping	0%	17	09-Jun-23	05-Jul-23	■ Seeding/Landscaping									
<b>Submittals</b>		266	15-Jun-22 A	11-Jul-23	11-Jul-23, Submittals									
Generator	100%	5	17-Jun-22 A	20-Jun-22 A										
Electrical	100%	20	17-Jun-22 A	20-Jun-22 A										
Precast Manholes	100%	10	15-Jun-22 A	24-Jun-22 A										
Piping & Valves	100%	10	12-Jul-22 A	21-Jul-22 A										
Pumps	100%	20	21-Jul-22 A	05-Aug-22 A										
Receive Ready Mix Concrete	100%	10	05-Aug-22 A	11-Aug-22 A										
Receive Crushed Stone	100%	10	05-Aug-22 A	11-Aug-22 A										
Receive Rip Rap	100%	10	05-Aug-22 A	11-Aug-22 A										
Receive Painting	100%	10	26-Oct-22 A	08-Nov-22 A										
Receive Fencing	0%	4	06-Jul-23	11-Jul-23	■ Receive Fencing									
Receive Seeding/Landscaping	0%	4	06-Jul-23	11-Jul-23	■ Receive Seeding/Landscaping									
<b>Submittal Approvals</b>		269	20-Jun-22 A	25-Jul-23	25-Jul-23, Submittal Approvals									
Electrical	100%	20	20-Jun-22 A	21-Jun-22 A										

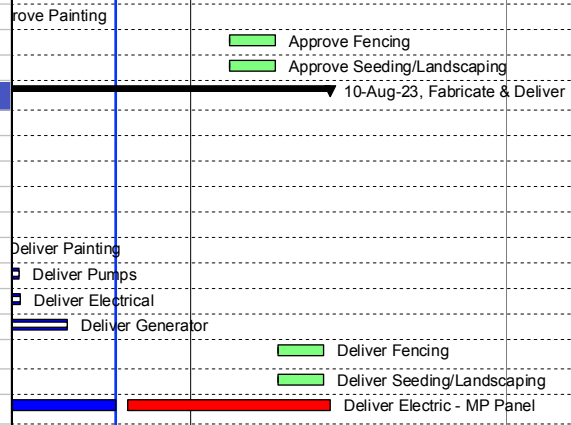
■ Remaining Level of Effort    ■ Remaining Work    ◆ Milestone  
■ Actual Level of Effort    ■ Critical Remaining Work    ▼ Summary  
■ Actual Work     % Complete



# KIMBELAND PUMP STATION IMPROVEMENTS

Data Date: 09-Jun-23

Activity Name	Activity % Complete	Planned Duration	Start	Finish	Qtr 2, 2023		Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024	
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Generator	100%	5	20-Jun-22 A	22-Jun-22 A										
Piping & Valves	100%	10	12-Jul-22 A	19-Jul-22 A										
Approve Precast Manholes	100%	10	27-Jun-22 A	25-Jul-22 A										
Approve Ready Mix Concrete	100%	10	11-Aug-22 A	12-Aug-22 A										
Approve Crushed Stone	100%	5	11-Aug-22 A	18-Aug-22 A										
Approve Rip Rap	100%	5	11-Aug-22 A	10-Nov-22 A										
Approve Pumps	100%	10	05-Aug-22 A	26-Jan-23 A										
Approve Painting	100%	5	26-Apr-23 A	27-Apr-23 A	Approve Painting									
Approve Fencing	0%	10	12-Jul-23	25-Jul-23										
Approve Seeding/Landscaping	0%	10	12-Jul-23	25-Jul-23										
<b>Fabricate &amp; Deliver</b>		<b>223</b>	<b>23-Jun-22 A</b>	<b>10-Aug-23</b>										
Deliver Piping & Valves	100%	30	20-Jul-22 A	21-Aug-22 A										
Deliver Crushed Stone	100%	1	21-Aug-22 A	21-Aug-22 A										
Deliver Precast Manholes	100%	14	29-Jul-22 A	25-Aug-22 A										
Deliver Ready Mix Concrete	100%	1	21-Sep-22 A	21-Sep-22 A										
Deliver Rip Rap	100%	1	14-Nov-22 A	14-Nov-22 A										
Deliver Painting	100%	20	27-Apr-23 A	04-May-23 A	Deliver Painting									
Deliver Pumps	100%	90	27-Jan-23 A	11-May-23 A	Deliver Pumps									
Deliver Electrical	100%	225	24-Jun-22 A	12-May-23 A	Deliver Electrical									
Deliver Generator	100%	200	23-Jun-22 A	25-May-23 A	Deliver Generator									
Deliver Fencing	0%	10	26-Jul-23	08-Aug-23										
Deliver Seeding/Landscaping	0%	10	26-Jul-23	08-Aug-23										
Deliver Electric - MP Panel	0%	0	27-Jun-22 A	10-Aug-23										
<b>Construction</b>		<b>275</b>	<b>18-Jul-22 A</b>	<b>13-Nov-23</b>										
<b>New Pump Station - Temp Construction</b>		<b>20</b>	<b>18-Jul-22 A</b>	<b>01-Aug-22 A</b>										
Site Layout & Planning	100%	4	18-Jul-22 A	21-Jul-22 A										
Setup Traffic Control & Erosion Control	100%	2	25-Jul-22 A	27-Jul-22 A										
Install Construction Entrance	100%	1	27-Jul-22 A	28-Jul-22 A										
Establish Laydown Area	100%	1	28-Jul-22 A	01-Aug-22 A										
<b>New Pump Station - Precast Structure</b>		<b>22</b>	<b>08-Aug-22 A</b>	<b>08-Sep-22 A</b>										
Structural Excavation - Pre Dig	100%	2	08-Aug-22 A	09-Aug-22 A										
Rock Excavation	100%	5	09-Aug-22 A	18-Aug-22 A										
Underslab Fill & Sump Pump	100%	1	18-Aug-22 A	22-Aug-22 A										
Backfill - Wet Well	100%	5	25-Aug-22 A	06-Sep-22 A										
Install Precast Wet Well	100%	3	22-Aug-22 A	07-Sep-22 A										
Install Precast Valve Vault	100%	1	06-Sep-22 A	07-Sep-22 A										
Backfill - Wet Well & Valve Vault	100%	1	07-Sep-22 A	08-Sep-22 A										
<b>New Pump Station - Underground Piping (1st Phase)</b>		<b>132</b>	<b>24-Aug-22 A</b>	<b>01-Jun-23 A</b>										
16" DIP Wet Well to MH 2 (49 lf)	100%	3	24-Aug-22 A	31-Aug-22 A										
Outside Drop @ MH2	100%	1	14-Sep-22 A	15-Sep-22 A										



█ Remaining Level of Effort    █ Remaining Work    ◆ Milestone  
█ Actual Level of Effort    █ Critical Remaining Work    ▼ Summary  
█ Actual Work     % Complete



# KIMBELAND PUMP STATION IMPROVEMENTS

Data Date: 09-Jun-23

Activity Name	Activity % Complete	Planned Duration	Start	Finish	Qtr 2, 2023		Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024	
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Set MH2	100%	1	13-Sep-22 A	15-Sep-22 A										
Clearing @ Creek	100%	1	15-Sep-22 A	19-Sep-22 A										
16" MH2 to MH 1 (106 lf)	100%	6	19-Sep-22 A	23-Sep-22 A										
Set MH1	100%	1	26-Sep-22 A	26-Sep-22 A										
15" PVC From MH 2 to MH3	100%	1	28-Sep-22 A	29-Sep-22 A										
Set MH 3	100%	1	03-Oct-22 A	03-Oct-22 A										
Setup Bypass Pumping	100%	1	03-Oct-22 A	03-Oct-22 A										
Remove Bypass Pumping	100%	1	03-Oct-22 A	03-Oct-22 A										
10" FM from WW to 11.25 Bend	100%	2	10-Oct-22 A	12-Oct-22 A										
Concrete Encasement	100%	3	21-Sep-22 A	14-Oct-22 A										
Pour Manhole Inverts (MH1, MH2, MH3)	100%	1	31-Oct-22 A	01-Nov-22 A										
Rip Rap	100%	2	15-Nov-22 A	17-Nov-22 A										
8" Bypass Portal Line	100%	2	25-Apr-23 A	26-Apr-23 A										
Water Service	100%	2	22-May-23 A	01-Jun-23 A										
<b>Phase 1 Testing</b>		1	12-Jun-23	12-Jun-23										
Test Piping & Manholes	0%	1	12-Jun-23	12-Jun-23										
<b>New Pump Station - Stework</b>		4	03-Apr-23 A	13-Jun-23										
Select Fill	90%	3	03-Apr-23 A	13-Jun-23										
Rough Grading	80%	1	10-Apr-23 A	13-Jun-23										
<b>New Pump Station - Concrete Slabs</b>		87	08-May-23 A	23-Oct-23										
16' x 14' Generator Pad	100%	3	16-May-23 A	18-May-23 A										
4' x 3' Bypass Pump Connection Pad	100%	1	17-May-23 A	18-May-23 A										
5' x 3' Backflow Preventor Pad	100%	1	23-May-23 A	24-May-23 A										
12' x 8' Electrical Transformer Pad	100%	1	08-May-23 A	24-May-23 A										
9' x 4' CP-01 Pad	100%	1	30-May-23 A	30-May-23 A										
Bollards	0%	1	12-Jun-23	12-Jun-23										
Concrete Approach	0%	4	16-Oct-23	23-Oct-23										
<b>New Pump Station - Mechanical</b>		29	03-Apr-23 A	22-Jun-23										
Valve Vault Piping	100%	3	03-Apr-23 A	11-Apr-23 A										
Wet Well Piping	100%	3	12-Apr-23 A	20-Apr-23 A										
Wet Well Lining	0%	3	07-Jun-23 A	14-Jun-23										
Install Pumps	0%	3	15-Jun-23	21-Jun-23										
Paint Piping	0%	3	15-Jun-23	21-Jun-23										
Test Piping & Manholes	0%	1	22-Jun-23	22-Jun-23										
<b>Electrical</b>		141	01-Sep-22 A	28-Jun-23										
Utility Company Set Transformer & Meter	100%	1	01-Sep-22 A	01-Sep-22 A										
Creek Crossing Conduit	100%	2	20-Sep-22 A	22-Sep-22 A										
Set Generator	0%	1	12-Jun-23	12-Jun-23										
Underground Conduit	0%	4	16-May-23 A	15-Jun-23										
Set Electrical Equipment	0%	4	12-Jun-23	15-Jun-23										
Pull Wires	0%	3	20-Jun-23	22-Jun-23										

■ Remaining Level of Effort    ■ Remaining Work    ◆ Milestone  
■ Actual Level of Effort    ■ Critical Remaining Work    ▼ Summary  
■ Actual Work     % Complete





# KIMBELAND PUMP STATION IMPROVEMENTS

Data Date: 09-Jun-23

Activity Name	Activity % Complete	Planned Duration	Start	Finish	Qtr 2, 2023		Qtr 3, 2023			Qtr 4, 2023			Qtr 1, 2024	
					May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Make Final Terminations	0%	3	26-Jun-23	28-Jun-23										
<b>Tie-Into New Pump Station</b>		<b>30</b>	<b>14-Aug-23</b>	<b>04-Oct-23</b>										
Temp Bypass Line Portal to Exst. 12" FM	0%	4	14-Aug-23	17-Aug-23										
Divert Hwy 61 LS Flow into MH-1	0%	6	21-Aug-23	29-Aug-23										
Divert 8" Sewer from Exst. MH into MH-1	0%	2	30-Aug-23	31-Aug-23										
Divert 15" PVC Flow into new MH-3	0%	1	05-Sep-23	05-Sep-23										
Shut Down Existing Pump Station	0%	1	05-Sep-23	05-Sep-23										
Tie-In: New Tee & Valve on Exst. 10" FM near MH-3	0%	1	06-Sep-23	06-Sep-23										
Tie-In: 10" DIP to New Valve Vault	0%	2	07-Sep-23	11-Sep-23										
Tie-In: Install New 10" DIP Bypass at Exst. Lift Station	0%	3	12-Sep-23	14-Sep-23										
Tie-In: Install 8" Gravity & MH 7D-016	0%	4	18-Sep-23	21-Sep-23										
Remove Temp Bypass of 8" Sewer	0%	1	25-Sep-23	25-Sep-23										
Install 10" From New Tee to MH-3	0%	1	26-Sep-23	26-Sep-23										
Complete Demo of Existing Pump Station	0%	3	27-Sep-23	02-Oct-23										
Rip Rap - East Side	0%	2	03-Oct-23	04-Oct-23										
<b>Wrk after substantial Completion</b>		<b>20</b>	<b>05-Oct-23</b>	<b>13-Nov-23</b>										
Chain Link Fence	0%	4	05-Oct-23	12-Oct-23										
Remove Gravel Road	0%	2	23-Oct-23	25-Oct-23										
Landscaping	0%	2	25-Oct-23	30-Oct-23										
Final Grading & Seeding	0%	3	30-Oct-23	02-Nov-23										
Final Clean Up	0%	5	02-Nov-23	13-Nov-23										
<b>Start-Up</b>		<b>54</b>	<b>29-Jun-23</b>	<b>04-Oct-23</b>										
Dry Run Start-Up	0%	2	29-Jun-23	03-Jul-23										
Wet Run Start-Up	0%	2	27-Sep-23	28-Sep-23										
Commissioning	0%	2	02-Oct-23	03-Oct-23										
Training	0%	1	04-Oct-23	04-Oct-23										

█ Remaining Level of Effort   
 █ Remaining Work   
 ◆ Milestone   
 ◆ Summary  
█ Actual Level of Effort   
 █ Critical Remaining Work   
 ▼ Summary  
█ Actual Work   
  % Complete

## PUBLIC WORKS MEMORANDUM



# City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: September 29, 2023

RE: Change Order No 3. – 2023 Concrete Pavement Improvement Program

Attached to this memo is Change Order No. 3 for the 2023 Concrete Pavement Improvement Program. The purpose of this change order is to address an invoicing issue that inadvertently left out forty feet of curb and gutter in the final quantities.

I recommend approval of this change order.



# City of Jackson

## CHANGE ORDER

Mike Light Cement Finishing, Inc

3

Name of Contractor

Change Order No.

909 PCR 630

Perryville, MO 63775

Contractor Address

City/State/Zip

2023 Concrete Pavement Improvement Program

9/25/2023

Project Name

Date

Description:  See Attachments

This change order is to address an error in a previous invoice. Forty feet of curb and gutter were constructed resulting in a cost of \$2,000.01. The final invoice is attached.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: <b>\$ 248,763.60</b>	Original Contract End Date: <b>August 21, 2023</b>
Previous Change Orders: <b>\$ 52,608.14</b>	Net Change from Previous Change Orders: <b>35</b>
Contract Price prior to this Change Order: <b>\$ 301,371.74</b>	Contract End Date prior to this Change Order: <b>September 25, 2023</b>
Net Increase (Decrease) of this Change Order: <b>\$ 2,000.01</b>	Net Increase (Decrease) of this Change Order: <b>0</b>
Contract Price with all approved Change Orders: <b>\$ 303,371.75</b>	Contract End Date with all approved Change Orders: <b>September 25, 2023</b>

Recommended By: Anna Bergmark  
Anna Bergmark, PE

9/25/2023  
Date

Authorized By: \_\_\_\_\_  
Mayor, City of Jackson

\_\_\_\_\_  
Date

Accepted By: \_\_\_\_\_  
Contractor Auth. Representative

\_\_\_\_\_  
Date

**MIKE LIGHT CEMENT FINISHING INC**  
909 Pcr 630  
Perryville, MO US  
mikelightcement@yahoo.com

# Invoice

**BILL TO**  
Clint Brown  
City Of Jackson Missouri

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
820	09/21/2023	\$17,068.57	09/21/2023	Due on receipt	

ACTIVITY	QTY	RATE	AMOUNT
<b>CURB AND GUTTER</b> 40' curb and gutter	1	2,000.01	2,000.01
<b>MISC</b> Retainage	1	15,068.56	15,068.56

BALANCE DUE **\$17,068.57**

**RESOLUTION NO. 2023-\_\_**

**RESOLUTION**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, EXPRESSING AND CONFIRMING SUPPORT FOR AN APPLICATION TO THE MISSOURI STATE PARKS – A DIVISION OF THE MISSOURI DEPARTMENT OF NATURAL RESOURCES UNDER ITS LAND & WATER CONSERVATION FUND PROGRAM, RELATIVE TO THE LITZ PARK PAVILION/RESTROOM BUILDING PROJECT.**

WHEREAS, the City of Jackson, Missouri, is applying for federal assistance from the Land & Water Conservation Fund Program for the purpose of constructing the Litz Park Pavilion/Restroom Building Project.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Mayor Dwain L. Hahs, of the City of Jackson, Missouri, is authorized to sign the application for federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts, or other documents that are required by the State of Missouri or the U.S. Department of the Interior, National Park Service.

2. The City of Jackson, Missouri currently has the written commitment for 50% matching share for the project elements that are identified in the application and will allocate the necessary funds to complete the project.

3. In the event a grant is awarded, the City of Jackson, Missouri will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access in perpetuity.

4. In the event a grant is awarded, the City of Jackson, Missouri is prepared to complete the project within the time period identified on the signed project agreement.

5. In the event a grant is awarded, the City of Jackson, Missouri will comply with all rules and regulations of the Land & Water Conservation Fund Program, applicable Executive Orders, and all state laws that govern the grant applicant during the performance of the project, and stewardship requirements when the project is complete.

**PASSED AND RESOLVED BY MAYOR AND BOARD OF ALDERMEN.**

The undersigned hereby certifies that she is the duly authorized City Clerk and custodian of the books and records and seal of the City of Jackson, duly formed pursuant to the laws of the State of Missouri, and that the foregoing is a true record of a resolution duly

adopted at a meeting of the Mayor and Board of Aldermen, that said meeting was held in accordance with state and local laws on October 2, 2023 and that the said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as City Clerk and have affixed the seal of the City of Jackson, Missouri, this this 2<sup>nd</sup> day of October, 2023, by a vote of \_\_\_\_\_ ayes, \_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

ATTEST:

\_\_\_\_\_  
Liza Walker, City Clerk

BILL NO. 23-\_\_

ORDINANCE NO. 23-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN *OFF-SYSTEM BRIDGE PROGRAM AGREEMENT* BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION*, RELATIVE TO THE *SUNSET DRIVE BRIDGE REPLACEMENT PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

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

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

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

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

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

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

FIRST READING: October 2, 2023.

SECOND READING: October 2, 2023.

PASSED AND APPROVED this 2nd day of October, 2023, by a vote of \_ ayes, \_ nays, \_ abstentions and \_ absent.

CITY OF JACKSON, MISSOURI

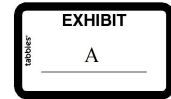
(SEAL)

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

ATTEST:

\_\_\_\_\_  
City Clerk





CCO Form: FS13  
 Approved: (DPP)  
 Revised: 09/22 (MWH)  
 Modified:

CFDA Number: CFDA #20.205  
 CFDA Title: Highway Planning and Construction  
 Award name/number: BRO – R129(001)  
 Award Year: 2025  
 Federal Agency: Federal Highway Administration, Department of Transportation

### **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION OFF-SYSTEM BRIDGE PROGRAM AGREEMENT**

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

WITNESSETH:

WHEREAS, the Congress of the United States has authorized, in the Infrastructure Investment and Jobs Act (IIJA), 23 U.S.C. §133, §144 and title VIII of division J, Public Law No. 117-58, the Secretary of Transportation to grant funds to states for projects for the replacement and rehabilitation of toll-free public bridges which are not part of any Federal-Aid System and which are under the jurisdiction of and maintained by a public authority and are open to public travel; and

WHEREAS, the city desires to replace a certain bridge, more specifically described below, under the Off-System Bridge Program. Said improvement is to be designed and constructed in compliance with the provisions of 23 U.S.C. §133, §144 and title VIII of division J, Public Law No. 117-58, and applicable federal directives.

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

(1) **PURPOSE:** The improvement contemplated by this Agreement, and designated as Project BRO-R129(001) by the Commission is on CART/County Road in Cape Girardeau County. The length of this improvement is 0.10 mile(s). This improvement involves a bridge which has been inventoried by the city or Commission in accordance with 23 U.S.C. §144.

(2) **LOCATION:** The general location of the improvement is shown on the attachment labeled "Exhibit A" and that attachments incorporated by reference. The location is as follows:

Replacement of Bridge No. 2150005 located on Sunset Drive

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the city agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (“MoDOT” or “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 MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities 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. The City shall cause insurer to increase the insurance amounts in accordance with those 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.

(5) MAINTENANCE: Upon completion of this improvement, the City shall accept control and maintenance of the improved road as a part of its road system and at its own cost and expense. Once construction of this improvement is completed, all obligations of the Commission under this Agreement shall terminate.

(6) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(7) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signals, and markings in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

(8) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. §4601-§4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with that Act.

(9) PERMITS: The City shall secure approval or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the improvements contemplated by this Agreement.

(10) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(11) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the city agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et*

seq.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (11) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(12) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(13) INSPECTION OF PERFORMANCE: The City shall insure that representatives of the Commission and the FHWA shall have access to the project for the purpose of inspecting and reviewing work performed in connection with this Agreement.

(14) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(15) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the city as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible

costs that have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. A pro-rata share shall be established for each phase of a project, i.e. Preliminary Engineering, Right of Way, Utilities and Construction. All costs incurred by City will be reimbursed at the pro-rata share established for each project phase. The pro-rata share for federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to that project phase by the total participating costs for that phase. The pro-rata share for the Construction Phase shall be established at concurrence in award and cannot be increased. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(18) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(19) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(20) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(21) COMMISSION REPRESENTATIVE: The Commission's 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.

(22) 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.

(23) 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 this Agreement.

(24) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(25) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

*[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

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

\_\_\_\_\_  
Clerk

Approved as to Form:

Approved as to Form:

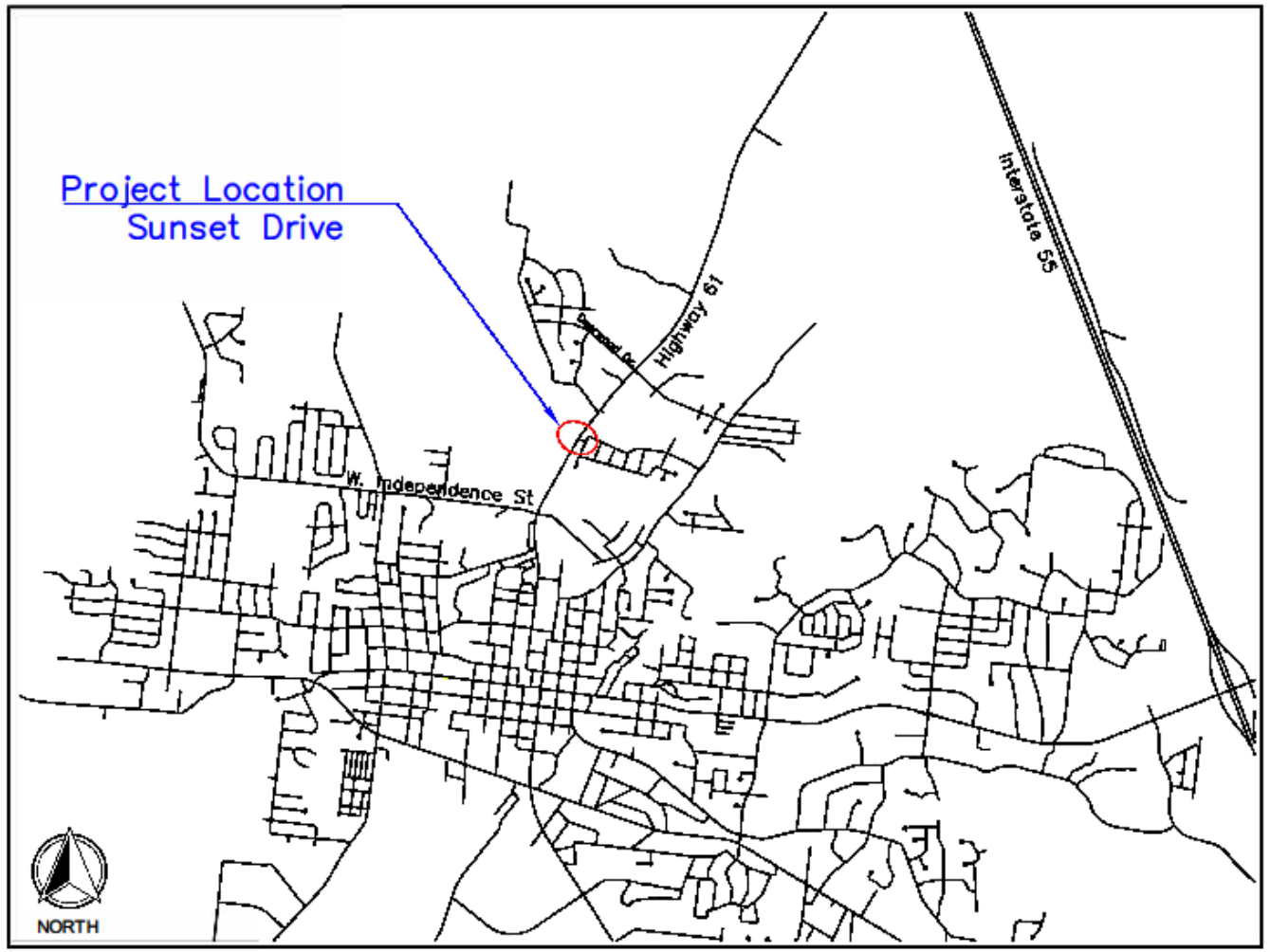
\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_  
Title \_\_\_\_\_

Ordinance No. \_\_\_\_\_



Exhibit A - Location of Project



### Exhibit B – Project Schedule

Project Description: BRO-R129(001)

Replacement of Bridge No. 2150005 located on Sunset Drive

Task	Date
Date funding is made available or allocated to recipient	08/10/2023
Solicitation for Professional Engineering Services (advertised)	Optional
Engineering Services Contract Approved	11/10/2023
Conceptual Study (if applicable)	Optional
Preliminary plan approval	07/10/2024
Preliminary and Right-of-Way Plans Submittal (if Applicable)	08/10/2024
Plans, Specifications & Estimate (PS&E) Submittal	02/10/2025
Plans, Specifications & Estimate (PS&E) Approval	04/10/2025
Advertisement for Letting	05/10/2025
Bid Opening	06/10/2025
Construction Contract Award or Planning Study completed <b>(REQUIRED)</b>	07/10/2025

\*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

\*\*Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to push this date back.

Exhibit C - Required Contract Provisions  
Federal-Aid Construction Contracts

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or



subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
  - (ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;
  - (iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.
- (4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

**3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

**VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

**VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



BILL NO. \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE ACCEPTING THE PLAT OF GREEN MEADOWS COMMERCIAL PARK NO. 5, A RESUBDIVISION OF LOT NO. 1; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

WHEREAS, Appleton Valley Farm, Inc., has platted Green Meadows Commercial Park No. 5, a Resubdivision of Lot No. 1, as located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the developer has designed the required improvements and has committed to construct said improvements; and,

WHEREAS, the developer has complied with all of the city ordinances and, in particular, Chapter 57 of the Code of Ordinances of the City of Jackson, Missouri.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of Green Meadows Commercial Park No. 5, a Resubdivision of Lot No. 1, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein.

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

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

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

FIRST READING: \_\_\_\_\_.

SECOND READING: \_\_\_\_\_.

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

CITY OF JACKSON, MISSOURI

(SEAL)

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

ATTEST:

\_\_\_\_\_  
City Clerk



## SUBDIVISION APPLICATION City of Jackson, Missouri

**NAME OF SUBDIVISION:** Green Meadows Commercial Park No. 5

**DATE OF APPLICATION:** July 31, 2023

**TYPE OF APPLICATION:**

<input type="checkbox"/>	<b>PRELIMINARY PLAT</b>
<input type="checkbox"/>	<b>FINAL PLAT</b>
<input checked="" type="checkbox"/>	<b>MINOR SUBDIVISION</b>
<input type="checkbox"/>	<b>RESUBDIVISION</b>

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

Property Owner Name(s): Appleton Valley Farm, Inc.

Mailing Address: 2480 E. Main St., Ste. E

City, State ZIP: Jackson, MO 63755

**ENGINEER / SURVEYING COMPANY:** Koehler Engineering and Land Surveying, Inc.

Engineer / Surveyor Contact: Alex Richbourg

Mailing Address: 194 Coker Lane

City, State ZIP: Cape Girardeau, MO 63701

Contact's Phone: 573-335-3026

**CONTACT PERSON HANDLING APPLICATION:**

Contact Name: Brent Lichtenegger / Aimee Hampton

Mailing Address: 2480 E. Main St., Ste. E

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-450-0089 (Brent); 573-243-8463 (Aimee office)

Email Address (if used): aimee@semolawfirm.com

**CURRENT ZONING:** (circle all that apply)

- |  |  |
|--|--|
| <input type="checkbox"/> R-1 (Single-Family Residential)       | <input type="checkbox"/> C-1 (Local Commercial)              |
| <input type="checkbox"/> R-2 (Single-Family Residential)       | <input checked="" type="checkbox"/> C-2 (General Commercial) |
| <input type="checkbox"/> R-3 (One- And Two-Family Residential) | <input type="checkbox"/> C-3 (Central Business)              |
| <input type="checkbox"/> R-4 (General Residential)             | <input type="checkbox"/> C-3 (Central Business)              |
| <input type="checkbox"/> MH-1 (Mobile Home Park)               | <input type="checkbox"/> C-4 (Planned Commercial)            |
| <input type="checkbox"/> O-1 (Professional Office)             | <input type="checkbox"/> I-1 (Light Industrial)              |
| <input type="checkbox"/> CO-1 (Enhanced Commercial Overlay)    | <input type="checkbox"/> I-2 (Heavy Industrial)              |

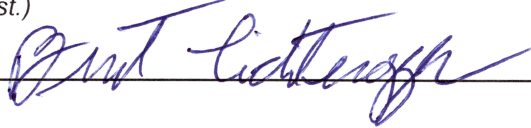
I-3 (Planned Industrial Park)

Will a rezoning or a special use permit request be submitted in conjunction with the proposed development? YES  NO

**LEGAL DESCRIPTION OF TRACT:** Submit a copy of the most current deed for the property being divided.

**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.)*

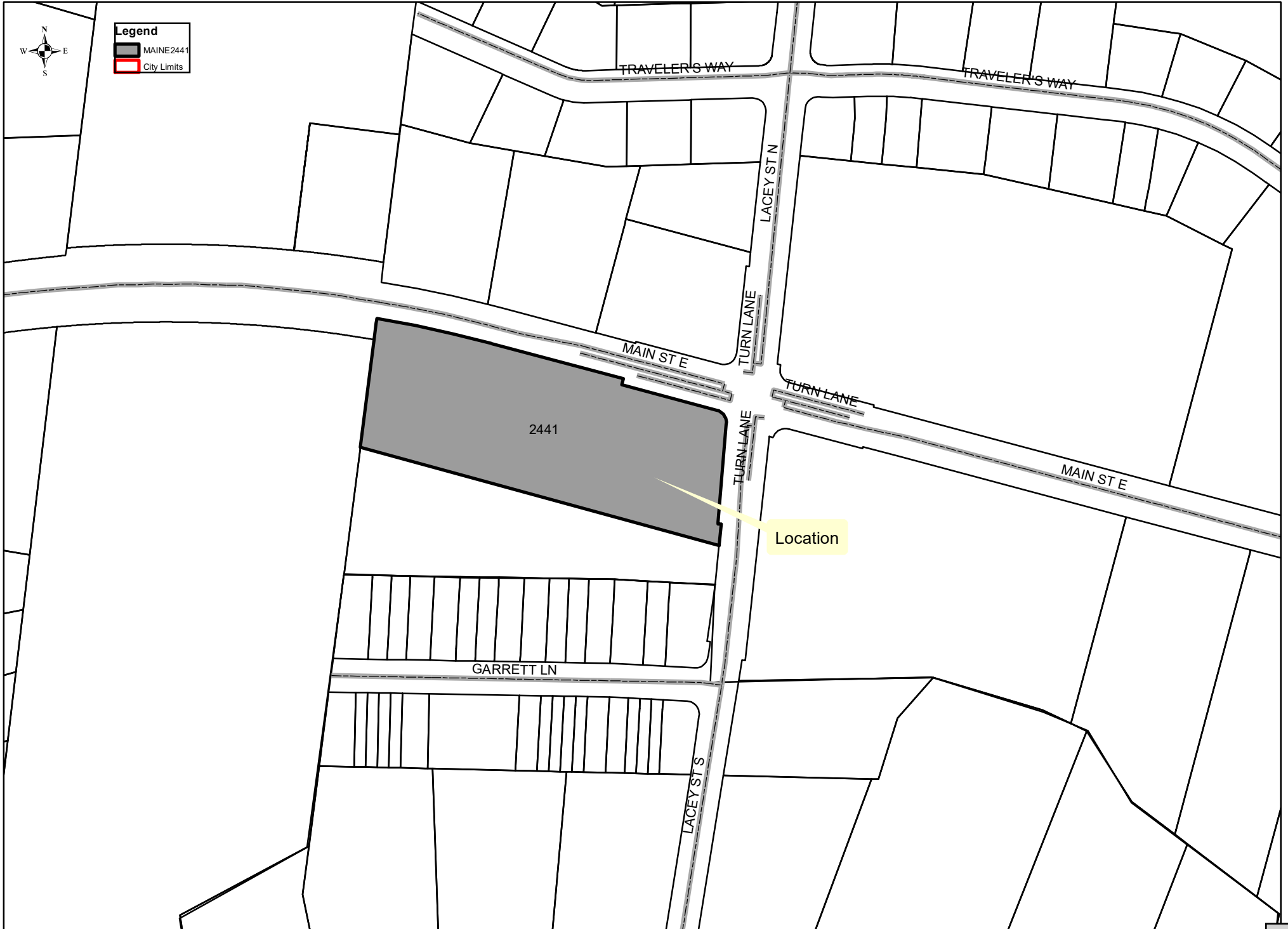
  
\_\_\_\_\_

Please submit the completed application along with the applicable application fee to:

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

Ph: 573-243-2300 ext. 2029  
Fax: 573-243-3322  
Email: [lmiller@jacksonmo.org](mailto:lmiller@jacksonmo.org)

# 2441 East Main Street Location



# RECORD PLAT OF A RESUBDIVISION OF LOT 1 OF GREEN MEADOWS COMMERCIAL PARK NO. 5

ALL OF LOT 1 OF GREEN MEADOWS COMMERCIAL PARK NO. 5, AS SET OUT IN PLAT BOOK 24 PAGE 69, A SUBDIVISION OF THE CITY OF JACKSON AND COUNTY OF CAPE GIRARDEAU, MISSOURI.

## SUBDIVISION DEDICATION

THE UNDERSIGNED, APPLETON VALLEY FARM INC, OWNER IN FEE OF ALL OF LOT 1 GREEN MEADOW COMMERCIAL PARK NO. 5, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 116,583 SQUARE FEET (2.68 ACRES), MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF LOT 1 OF GREEN MEADOWS COMMERCIAL PARK NO. 5 AS SHOWN IN SAID PLAT BOOK AND PAGE.

HEREBY DIVIDE SAID TRACT INTO LOTS AS SHOWN HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED "A MINOR SUBDIVISION OF LOT 1 GREEN MEADOWS COMMERCIAL PARK NO. 5", AND WE DO HEREBY ESTABLISH PERMANENT EASEMENTS AS SHOWN HEREON, AND WE DO HEREBY DEDICATE THE ABOVE SET OUT EASEMENTS TO THE PUBLIC USE FOREVER.

JOHN P. LICHTENEGGER, PRESIDENT

STATE OF MISSOURI )  
COUNTY OF CAPE GIRARDEAU )SS

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_, BEFORE ME, A NOTARY PUBLIC FOR SAID STATE AND COUNTY, PERSONALLY APPEARED JOHN P. LICHTENEGGER, PRESIDENT OF APPLETON VALLEY FARMS, A MISSOURI CORPORATION, KNOWN TO ME TO BE THE PERSON DESCRIBED HEREIN, WHO ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE AFORESAID STATE AND COUNTY, THE DATE FIRST ABOVE WRITTEN.

MY TERM EXPIRES \_\_\_\_\_

NOTARY PUBLIC

I, LIZA WALKER, CITY CLERK OF THE CITY OF JACKSON, MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY OF JACKSON, MISSOURI.

BY ORDINANCE NO. \_\_\_\_\_ PASSED  
AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

LIZA WALKER, CITY CLERK

JANET SANDERS, PUBLIC WORKS DIRECTOR

HARRY DRYER, PLANNING AND ZONING COMMISSION CHAIRMAN

DWAIN HAHS, MAYOR

STATE OF MISSOURI )  
COUNTY OF CAPE GIRARDEAU )SS

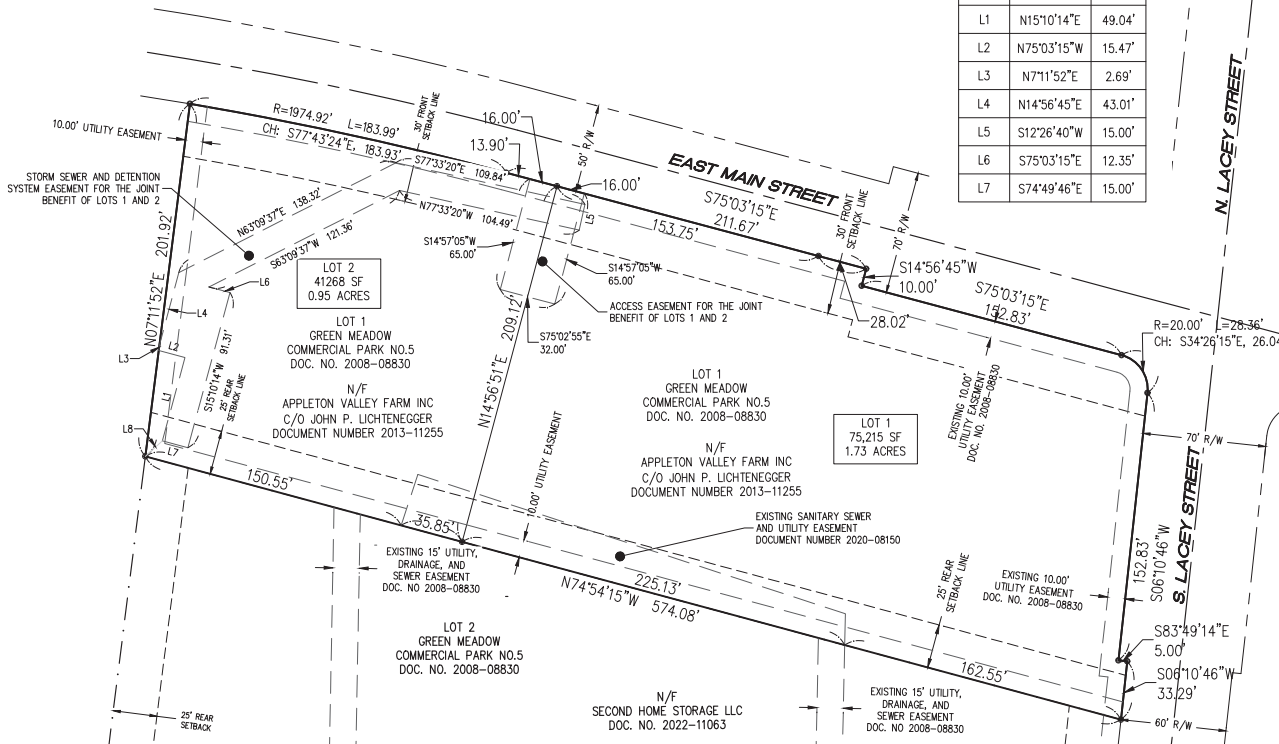
FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF CAPE GIRARDEAU COUNTY, MISSOURI, IN DOCUMENT NO. \_\_\_\_\_ AT JACKSON, MISSOURI,  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D. 20\_\_\_\_.

ANDREW DAVID BLATTNER  
RECORDER OF DEEDS OF CAPE GIRARDEAU COUNTY, MISSOURI



NORTH ORIENTATION FROM MISSOURI STATE PLANE COORDINATE SYSTEM  
0 50' 100'

LINE #	DIRECTION	LENGTH
L1	N15°10'14"E	49.04'
L2	N75°03'15"W	15.47'
L3	N7°11'52"E	2.69'
L4	N14°56'45"E	43.01'
L5	S12°26'40"W	15.00'
L6	S75°03'15"E	12.35'
L7	S74°49'46"E	15.00'



### SUBDIVISION NOTES

**ZONING**  
C-2 (GENERAL COMMERCIAL DISTRICT)

**LOT SIZE:**  
ALL SINGLE-FAMILY, TWO-FAMILY, AND MULTIPLE-FAMILY DWELLINGS SHALL COMPLY WITH THE MINIMUM LOT SIZE AND FRONT LOT LINE WIDTH REQUIREMENTS OF THE R-4 GENERAL RESIDENTIAL DISTRICT. ALL OTHER BUILDINGS SHALL BE ON A LOT HAVING AN AREA OF NOT LESS THAN FIVE THOUSAND (5,000) SQUARE FEET AND A WIDTH AT THE FRONT LOT LINE OF NOT LESS THAN FIFTY (50) FEET.

**PERCENTAGE OF LOT COVERAGE:**  
ALL RESIDENTIAL BUILDINGS, INCLUDING ACCESSORY BUILDINGS, SHALL NOT COVER MORE THAN FORTY (40) PERCENT OF THE AREA OF THE LOT. THERE ARE NO LOT COVERAGE REQUIREMENTS FOR NONRESIDENTIAL BUILDINGS AND STRUCTURES.

**MAXIMUM HEIGHT:**  
ALL BUILDINGS: FIFTY (50) FEET AND NOT OVER FIVE (5) STORIES. BUILDINGS EXCEEDING THIS LIMITATION SHALL REQUIRE A SPECIAL USE PERMIT, TOWERS AND STEEPLES OF CHURCHES AND SIMILAR PLACES OF WORSHIP: SEVENTY-FIVE (75) FEET.

**MINIMUM YARD REQUIREMENTS:**  
FRONT YARD SETBACK: ON EACH LOT UPON WHICH A BUILDING IS CONSTRUCTED THERE SHALL BE A FRONT YARD OF NOT LESS THAN THIRTY (30) FEET.

**SIDE YARD SETBACK:** ON LOTS UPON WHICH A NONRESIDENTIAL BUILDING IS CONSTRUCTED, THERE ARE NO SIDE YARD REQUIREMENTS EXCEPT THAT A SIDE YARD OF EIGHT (8) FEET SHALL BE PROVIDED WHERE SUCH LOT ADJUTS A RESIDENTIAL DISTRICT. ON EACH LOT UPON WHICH A DWELLING IS CONSTRUCTED, THERE SHALL BE A SIDE YARD ON EACH SIDE OF NOT LESS THAN EIGHT (8) FEET. BUILDINGS IN EXCESS OF FORTY-FIVE (45) FEET IN HEIGHT SHALL HAVE THE SIDE YARD SETBACKS INCREASED BY ONE (1) FOOT FOR EVERY ONE (1) FOOT OF HEIGHT THAT THE BUILDING IS INCREASED OVER FORTY-FIVE (45) FEET.

**REAR YARD SETBACK:** EACH LOT UPON WHICH A BUILDING IS CONSTRUCTED SHALL HAVE A REAR YARD OF NOT LESS THAN TWENTY-FIVE (25) FEET.

**AREA AND LOT INFORMATION**  
TOTAL SUBDIVISION AREA: 116,583 SQ. FT. (2.68 ACRES)  
TOTAL NUMBER OF LOTS: 2  
SMALLEST LOT SIZE: 41,373 SQ. FT. (0.95 ACRES)  
LARGEST LOT SIZE: 75,215 SQ. FT. (1.73 ACRES)

**DEVELOPERS OF SUBDIVISION AND PLAT PREPARED FOR:**  
JOHN LICHTENEGGER  
2480 E MAIN STREET STE E  
JACKSON, MO 63755

**RECORD OWNERS**  
APPLETON VALLEY FARM INC  
DOCUMENT #2013-11255

**PLAT PREPARED BY AND ENGINEERING AND LAND SURVEYING SERVICES PROVIDED BY:**  
KOEHLER ENGINEERING AND LAND SURVEYING, INC.  
194 COKER LANE, CAPE GIRARDEAU, MO. 63701  
(573) 335-3026

**FLOODPLAIN NOTE**  
NO PORTION OF THE PROPERTY FALLS WITHIN THE 1 PERCENT ANNUAL CHANCE SPECIAL FLOOD HAZARD AREAS, AS INDICATED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 29031C0144E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

**LOT MONUMENT NOTE**  
ALL LOT CORNERS SET WITH 1/2" RODS UNLESS OTHERWISE DENOTED.

### LEGEND

- = SET IRON PIN
- = FOUND IRON PIN
- = RIGHT OF WAY LINE
- = LOT LINE
- = SUBDIVISION BOUNDARY
- = BUILDING SETBACK
- = EASEMENT LINE
- = CENTERLINE
- = ADJACENT PROPERTY LINE
- = SURVEY LINE

## KOEHLER

Professional Engineers & Land Surveyors

194 Coker Lane  
Cape Girardeau, Missouri 63701  
Ph: (573) 335 - 3026 Fax: (573) 335 - 3049

DRAWN BY:	ALEX RICHBURG	REV/DATE	DESCRIPTION	INITIALS
CHECKED BY:	TRAVIS STEFFENS			
SURVEY DATE:				
DRAWING DATE:	JULY 2023			
DRAWING NO:	39073			

THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT STANDARD FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JUNE 30, 2017.