



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

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

PUBLIC MEETINGS

2. Public Meeting for the Wastewater Treatment Plant Improvements Project.

APPROVAL OF MINUTES

3. Motion approving the Minutes of the Regular Meeting of July 1, 2024.

FINANCIAL AFFAIRS

4. Motion approving payment of the semimonthly bills.
5. Motion approving the City Collector's Report.
6. Motion approving the City Clerk's and Treasurer's Reports.

ACTION ITEMS

Power, Light, and Water Committee

7. Motion approving the Semi-Annual Financial Statement, ending June 30, 2024.
8. Motion setting a public hearing for Monday, August 19, 2024, at 6:00 p.m., to consider the proposed 2024 Parks and Recreation, General Revenue, Cemetery, and Band Tax Rates.
9. Motion approving Change Order No. 1, extending the contract time by 133 days, to Robert Boitnott Painting, of Cape Girardeau, Missouri, relative to the Power Plant Equipment Painting Project.
10. Bill proposing an Ordinance accepting the dedication of a Water Line Easement Deed from McDonald's Corporation, d/b/a Delaware McDonald's Corporation, a Delaware Corporation, a relative to the Water System Facility Plan Implementation Project - Phase 2, Project 2E.

Street, Sewer, and Cemetery Committee

- [11.](#) Motion exercising the City of Jackson's right to renew a contractual agreement through December 31, 2025 with Herzog Excavating & Demolition, LLC, of Perryville, Missouri, relative to the Disposal of Stockpiled Brush Program.
- [12.](#) Motion approving Change Order No. 3, in the amount of \$24,800.00, to Herzog Excavating & Demolition, LLC, of Perryville, Missouri, relative to the Disposal of Stockpiled Brush Program.
- [13.](#) Motion approving Task Order Authorization No. 24-06, in the amount of \$33,600.00, to Koehler Engineering & Land Surveying, Inc., of Cape Girardeau, Missouri, relative to providing engineering services for the Litz Park Pavilion/Restroom Building Project.
- [14.](#) Bill proposing an Ordinance approving the Final Plat of East Main Street Crossroads Commercial Subdivision, as submitted by Michael K. and Linda J. Haynes.
- [15.](#) Bill proposing an Ordinance authorizing a Financial Assistance Agreement with the Southeast Missouri Solid Waste Management District, relative to a grant award for the purchase of a new horizontal baler at the Recycling Center.
- [16.](#) Bill proposing an Ordinance authorizing a Transportation Alternatives Funds Program Agreement with the Missouri Highways and Transportation Commission, relative to the Jackson Middle School Crosswalk and Sidewalk Improvements Project.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

17. Report by Mayor
18. Reports by Board Members
19. Report by City Attorney
20. Report by City Administrator
21. Discussion of future agenda items

EXECUTIVE SESSION

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

ADJOURN

Posted on 07/12/2024 at 4:00 PM.



**CITY OF JACKSON
NOTICE OF PUBLIC MEETING
WASTEWATER TREATMENT PLANT IMPROVEMENTS
PROJECT**

**RE: Notice of Public Meeting
Wastewater Treatment Plant Improvements Project
City of Jackson, Missouri**

Notice is hereby given that the City of Jackson will hold a public meeting on Monday, July 15, 2024 at 6:00 P.M. located at City Hall, 101 Court Street, Jackson, MO 63755. The meeting will discuss the expected environmental impact of the project known as the Wastewater Treatment Plant Improvements Project. Documents on the project will be available at Jackson City Hall. The project will be funded by a State Revolving Fund Loan through the Missouri Department of Natural Resources.

The following is a brief description of the proposed project:

- Construction of a new administration and office building, rehabilitation of the existing screw pumps, rehabilitation of the clarifier mechanisms, addition of scum pumping system, installation of weir in splitter box, removal and replacement of rotors in oxidation ditches, installation of new aeration system in digesters, WAS Fine Screen, MBT Permeate Pumps, WAS Screen Pump Station and new digester blowers.

Janet Sanders
Director of Public Works
101 Court Street
Jackson, MO 63755
573-243-2300
jsanders@jacksonmo.org

Publication Date: June 12, 2024



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, July 1, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

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

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

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

Motion to Adopt the Agenda)

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

Motion to Approve the Minutes of the)
June 17, 2024, Regular Board Meeting)

Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the minutes of the preceding Regular Board Meeting of Monday, June 17, 2024. Ayes-7; Nays-0; Absent-1.

Motion to Approve Bills of July, 2024)

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

Motion to Change the Date of the Board)
of Aldermen Regular Meeting and Study)
Session in Observance of the Labor)
Day Holiday)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to change the date of the Board of Aldermen Regular Meeting and Study Session from Monday, September 2, 2024, to Tuesday, September 3, 2024, at 6:00 p.m., in observance of the Labor Day holiday. Ayes-7; Nays-0; Absent-1.

Motion to Change the Date of the Board)
of Aldermen Regular Meeting and Study)
Session due to the Missouri Municipal)
League Annual Conference)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to change the date of the Board of Aldermen Regular Meeting and Study Session from Monday, September 16, 2024, to Monday, September 23, 2024, at 6:00 p.m., due to the Missouri Municipal League Annual Conference. Ayes-7; Nays-0; Absent-1.

Ordinance No. 24-56 Re: To Re-Adopt)
Chapter 1, Article VIII, of the Code of)
Ordinances, relative to Ethics)

The matter of re-adopting Chapter 1, Article VIII, of the Code of Ordinances, relative to ethics, came on for consideration. Alderman Reiminger introduced Bill No. 24-56, being for an ordinance entitled as follows:



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, July 1, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

AN ORDINANCE RE-ADOPTING CURRENT ARTICLE VIII OF CHAPTER 1, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, ORIGINALLY PASSED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN ON THE 1st DAY OF FEBRUARY, 1999.

On a motion made by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 24-56 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 Stroder, Bill No. 24-56 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 24-56 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderwoman Williams-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderwoman Liley-absent; and Alderman Stroder-aye.

BILL NO. 24-56

ORDINANCE NO. 24-56

AN ORDINANCE RE-ADOPTING CURRENT ARTICLE VIII OF CHAPTER 1, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, ORIGINALLY PASSED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN ON THE 1st DAY OF FEBRUARY, 1999.

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 VIII, of the Code of Ordinances of the City of Jackson, Missouri, is hereby re-adopted and confirmed in compliance with Section 105.485.4 RSMo 2000, as amended. Copy of same is attached hereto and incorporated herein by reference as if fully set forth.

Section 2. That the City Clerk is hereby directed to forward a certified copy of this Ordinance and attachment to the Missouri Ethics Commission within ten (10) days of passage and approval.

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.

FIRST READING: July 1, 2024.

SECOND READING: July 1, 2024.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, July 1, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
Mayor

Angela Birk (signed)
City Clerk

Motion to Direct City Staff to remove the)
Centerline rumble strips on Greensferry)
Road)

Motion made by Alderman Hitt, seconded by Alderman Fraley, directing City Staff to remove the centerline rumble strips on Greensferry Road, which were completed under the Main Street and Greensferry Road Striping Project. Ayes-7; Nays-0; Absent-1.

Ordinance No. 24-57 Re: To Approve)
an Application with CRC Group, of)
Chicago, Illinois, relative to Insurance)

The matter of approving an application with CRC Group, of Chicago, Illinois, relative to insurance, came on for consideration. Alderman Hitt introduced Bill No. 24-57, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN APPLICATION BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CRC GROUP, OF CHICAGO, ILLINOIS, RELATIVE TO INSURANCE; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Hitt, seconded by Alderwoman Young, Bill No. 24-57 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 Hitt, seconded by Alderwoman Young, Bill No. 24-57 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 24-57 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; Alderwoman Young-aye; Alderwoman Williams-aye; and Alderwoman Liley-absent.

BILL NO. 24-57

ORDINANCE NO. 24-57

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN APPLICATION BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CRC GROUP, OF CHICAGO, ILLINOIS, RELATIVE TO INSURANCE; 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 application marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, July 1, 2024 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

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

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 application marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **CRC Group, of Chicago, Illinois**. 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 application.

Section 2. That the Mayor is hereby authorized and directed to execute said application 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 application.

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: July 1, 2024.

SECOND READING: July 1, 2024.

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

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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MINUTES

Administrative Services Director Rodney)
Bollinger to present on the MODOT)
Transportation Alternatives Program)
Grant funding awarded)

Now comes forth Administrative Services Director Rodney Bollinger to present on the MODOT TAP grant awarded to the City. This is an 80/20 match grant and the Jackson R-II school district is splitting the 20% match with the City.

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

Meeting concluded at 6:11 P.M. On a motion by Alderman Fraley, seconded by Alderman Hitt, it is ordered that the Board now convene into closed session for one item of real estate in accordance with Section 610.021(2) RSMo and one litigation in accordance with Section 610.021(1) RSMo, one item of personnel in accordance with Section 610.021(3) and 610.021(13) RSMo, and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Reiminger-aye; Alderman Stroder-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderwoman Williams-aye; Alderwoman Liley-absent; and Alderman Fraley-aye. Ayes-7; Nays-0; Absent-1.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR JUNE 2024

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

Respectfully Submitted,



City Collector

	EL FUND	WATER FUND	SEWER	LANDFILL	GEN REV	TOTALS
Amount	1,215,513.35	282,657.60	227,792.82	67,556.69	4,565.00	1,798,085.46
Interest Breakdown	645.07	150.01	120.89	36.00	-	951.97
Totals	1,216,158.42	282,807.61	227,913.71	67,592.69	4,565.00	1,799,037.43



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

ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	1,375.00	
Electric Service Lines	2,000.00	
Returned Check Fees	0.00	
URD Services	0.00	
Sales Tax Commission	806.59	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		4,181.59

WATER & SEWER

WATER

Water Taps & Water Meters	4,845.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		4,845.00

WASTEWATER

Wastewater Miscellaneous	0.00	
Industrial Discharge Permit	<u>0.00</u>	
TOTAL		-

GENERAL REVENUE

Building Permits	5,468.26	
Electric Permits	360.00	
Gas Permits	100.00	
Plumbing/Sewer Permits	260.00	
Sewer Tap Permits	900.00	
Public Hearing & Plat Recording	150.00	
Stormwater Review Fees	200.00	
Street Repair or Mowing	0.00	
Gas Franchise	10,898.90	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	580.00	
Telephone Franchise Fees	10,545.94	
Fire Cost Recovery	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,058.00	
Health Insurance Reimbursement	25.68	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		30,546.78

LANDFILL

Refuse Collections	190.00	
Recyclables	760.09	
E-Cycle TV/Monitor Fees	0.00	
Royalties	<u>0.00</u>	
TOTAL		950.09

CEMETERY

Sale of Lots	1,000.00	
Sale of Niches	3,750.00	
Grave Openings	2,525.00	
Niche Openings	200.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		7,475.00

PARK

Misc. Park Rentals	50.00	
Rent - Howard St. House	531.25	
Ballfield Rentals	1,090.00	
Pavilion Rentals	<u>750.00</u>	
TOTAL		2,421.25

PARK FOUNDATION

Donations	8,210.80	
Civic Center Donations	<u>0.00</u>	
TOTAL		8,210.80

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	2,234.00	
Swimming Pool Gate Receipts	7,143.00	
Pool Daycare	121.00	
Pool Lessons	210.00	
Pool Noon	13.00	
Pool Pass	840.00	
Pool Spec	475.00	
Pool Walk	17.00	
Basketball Entry Fees	0.00	
Basketball Sponsor Fees	0.00	
Softball Entry Fees	0.00	
Softball Sponsor Fees	0.00	
Softball Tournament Fees	0.00	
Volleyball Entry Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	<u>0.00</u>	
TOTAL		11,053.00

STORMWATER MAINTENANCE FUND

Stormwater Credit	0.00	
Stormwater Maintenance	<u>316.44</u>	
TOTAL		316.44

TRUST & AGENCY

July 4th Receipts	2,725.00	
Farmers Market Fees	<u>0.00</u>	
TOTAL		2,725.00

HEALTH INSURANCE FUND

Health Insurance Reimbursement	<u>1,274.38</u>	
TOTAL		1,274.38

INMATE SECURITY FUND

Inmate Security Court Costs	<u>0.00</u>	
TOTAL		-

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension	<u>881.79</u>	
TOTAL		881.79

RECREATIONAL SALES TAX FUND

Civic Center Rentals	5,622.50	
Civic Center Programs	2,440.00	
Civic Center Membership Fees	30.00	
Civic Center Entry Fees	711.84	
Civic Center Concessions	<u>84.41</u>	
TOTAL		8,888.75

REPORT TOTAL 83,769.87

Water & Light Deposit Accounts

JUNE, 2024

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

Balance Consists of :

Checking Account for US Bank	\$64,040.25
Investments	\$210,000.00
	<hr/>
	\$274,040.25

CITY TREASURER'S REPORT FOR JUNE, 2024

Item 6.

FUND	FUND BALANCES		TRANSFER OF		FUND BALANCES		CASH BALANCE
	06-01-2024	RECEIPTS	FUNDS	DISBURSEMENTS	06-30-2024	INVESTMENTS	06-30-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,223,420.52	81,749.65	1,305,170.17	-	-	-
Electric Surplus Fund	4,063,901.16	-	(1,662,677.35)	14,394.80	2,386,829.01	1,145,000.00	1,241,829.01
Electric Capital Projects Fund	3,973,982.69	-	-	868.51	3,973,114.18	3,950,000.00	23,114.18
WATER & SEWER FUNDS							
Water Operation & Maint.	-	290,155.87	(148,511.70)	141,644.17	-	-	-
Water & Sewer Revenue Bond Fund	513,003.17	-	315,035.35	828,038.52	-	-	-
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	10,318,336.01	-	(144,295.19)	19,394.70	10,154,646.12	9,474,230.30	680,415.82
Water Replacement Fund	774,090.90	-	3,510.08	-	777,600.98	725,000.00	52,600.98
Wastewater Operation & Maint.	-	228,207.52	(51,613.03)	176,594.49	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23	1,059,239.17	3,258.06
W & S Construction Fund	3,894,827.85	-	-	1,611.15	3,893,216.70	950,000.00	2,943,216.70
General Revenue Fund	527,070.50	61,896.69	4,297,756.05	962,206.14	3,924,517.10	2,600,000.00	1,324,517.10
Landfill Fund	659,738.06	68,542.78	(10,006.26)	64,389.93	653,884.65	525,000.00	128,884.65
Cemetery Fund	1,069,287.06	8,829.15	(6,995.86)	23,446.31	1,047,674.04	870,000.00	177,674.04
City Park Fund	130,455.55	4,620.49	190,710.76	64,129.96	261,656.84	-	261,656.84
Public Park Foundation Fund	274,151.32	8,210.80	-	1,428.98	280,933.14	140,000.00	140,933.14
Recreational Development Fund	29,792.27	11,053.00	148,000.00	66,568.59	122,276.68	-	122,276.68
Band Fund	-	1,354.15	-	1,354.15	-	-	-
ARPA Fund	2,013,792.01	-	-	283,392.47	1,730,399.54	1,695,000.00	35,399.54
Road Use Tax Fund	1,348,499.47	69,158.66	(599,166.70)	-	818,491.43	754,000.00	64,491.43
Stormwater Maintenance Fund	296,933.72	316.44	-	-	297,250.16	266,000.00	31,250.16
Trust and Agency Fund	856,422.39	2,740.00	13,819.54	17,479.11	855,502.82	845,000.00	10,502.82
Health Insurance Fund	1,236,661.40	16,614.38	212,483.19	108,840.28	1,356,918.69	800,000.00	556,918.69
Inmate Security Fund	17,051.12	58.00	-	-	17,109.12	-	17,109.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	1,264,657.95	123,422.95	(700,000.00)	83,025.96	605,054.94	600,000.00	5,054.94
Transportation Capital Projects Fund	173,584.70	17,799.83	450,000.00	-	641,384.53	-	641,384.53
Sales Tax Fund	2,399,849.38	258,102.95	(1,500,000.00)	16,126.10	1,141,826.23	1,091,939.93	49,886.30
Recreation Sales Tax Fund	469,615.28	70,159.35	(351,350.21)	75,549.20	112,875.22	50,000.00	62,875.22
Public Safety Sales Tax Fund	237,395.04	122,527.54	(358,922.58)	-	1,000.00	-	1,000.00
Fire Protection Sales Tax Fund	121,588.16	61,270.58	(179,525.74)	-	3,333.00	-	3,333.00
Capital Projects Construction Fund	3,618,312.69	-	-	435.00	3,617,877.69	2,450,000.00	1,167,877.69
Economic Dev. Reserve Fund	886,598.78	-	-	-	886,598.78	850,000.00	36,598.78
CDBG Grant Fund	115,080.41	-	-	37,723.88	77,356.53	-	77,356.53
I-55 Corridor Special Alloc. Fund	2,317.69	-	-	-	2,317.69	-	2,317.69
TOTALS	42,463,111.03	2,648,461.65	(0.00)	4,293,812.57	40,817,760.11	30,950,409.39	9,867,350.72

Respectfully Submitted,



Angela Birk, City Clerk/Treasurer

Cash on Hand	1,675.00
General Account	8,063,021.22
Collectors Account	1,799,037.43
Equitable Sharing Fund	3,617.07

TOTAL	9,867,350.72
--------------	---------------------

**CITY OF JACKSON, MISSOURI - SEMI-ANNUAL FINANCIAL STATEMENT
FOR THE PERIOD OF JANUARY 1, 2024, TO JUNE 30, 2024**

	FUND BALANCES 01-01-2024	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 06-30-2024
ELECTRIC FUNDS					
Operation & Maintenance	-	7,717,698.48	(939,121.25)	6,778,577.23	-
Electric Reserve Fund	-				-
Electric Surplus Fund	3,494,822.91	189,975.00	(1,137,402.08)	160,566.82	2,386,829.01
Electric Capital Projects Fund	4,043,132.69	-	-	70,018.51	3,973,114.18
WATER & SEWER FUNDS					
Water Operation & Maintenance	-	1,709,124.86	(935,077.73)	774,047.13	-
Water & Sewer Revenue Bond Fund	29,109.00	-	810,477.95	839,586.95	-
Water & Sewer Deprec. Reserve Fund	30,000.00	-	-	-	30,000.00
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00
Water & Sewer Surplus Fund	10,111,197.63	27,291.25	752,252.68	736,095.44	10,154,646.12
Water Replacement Fund	756,540.50	-	21,060.48	-	777,600.98
Wastewater Operation & Maint.	-	1,362,040.27	(781,864.24)	580,176.03	-
Wastewater Replacement Fund	1,069,035.44	-	-	6,538.21	1,062,497.23
Water & Sewer Construction Fund	4,032,835.10	-	-	139,618.40	3,893,216.70
General Revenue Fund	2,108,148.24	1,747,704.03	4,613,643.56	4,544,978.73	3,924,517.10
Landfill Fund	629,071.88	442,149.23	(58,182.77)	359,153.69	653,884.65
Cemetery Fund	999,585.17	184,461.15	(34,021.31)	102,350.97	1,047,674.04
City Park Fund	190,146.24	186,350.88	160,451.75	275,292.03	261,656.84
Public Park Foundation Fund	145,650.84	172,838.62	37,731.62	75,287.94	280,933.14
Recreational Development Fund	7,382.57	95,802.00	148,000.00	128,907.89	122,276.68
Band Fund	-	102,581.03	(3,405.00)	99,176.03	-
ARPA Fund	2,439,195.78	78,459.05	(37,731.62)	749,523.67	1,730,399.54
Road Use Fund	1,102,417.36	411,074.07	(695,000.00)	-	818,491.43
Stormwater Maintenance Fund	292,330.43	4,919.73	-	-	297,250.16
Trust and Agency Fund	1,108,435.03	93,157.73	(173,959.78)	172,130.16	855,502.82
Health Insurance Fund	1,089,058.47	42,527.18	968,327.52	742,994.48	1,356,918.69
Inmate Security Fund	16,596.12	513.00	-	-	17,109.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07
Transportation Sales Tax Fund	886,484.49	752,210.71	(950,000.00)	83,640.26	605,054.94
Transportation Capital Projects Fund	-	17,799.83	700,000.00	76,415.30	641,384.53
Sales Tax Fund	2,671,239.13	1,573,121.58	(2,681,950.00)	420,584.48	1,141,826.23
Recreation Sales Tax Fund	268,547.52	444,391.84	(355,616.96)	244,447.18	112,875.22
Public Safety Sales Tax Fund	1,000.00	731,482.94	(731,482.94)	-	1,000.00
Fire Protection Sales Tax Fund	3,333.00	365,829.88	(365,829.88)	-	3,333.00
Capital Projects Construction Fund	1,965,219.37	-	1,668,700.00	16,041.68	3,617,877.69
Economic Development Reserve Fund	886,598.78	-	-	-	886,598.78
CDBG Grant Fund	120,000.00	-	-	42,643.47	77,356.53
I-55 Corridor Special Allocation Fund	1,262.55	1,055.14	-	-	2,317.69
	40,581,993.31	18,454,559.48	-	18,218,792.68	40,817,760.11

OUTSTANDING INDEBTEDNESS:

Waterworks & Sewerage-2016	2,170,000.00	Cash on Hand	1,675.00
Lease/Purchase Series 2015	200,000.00	General Account	39,013,430.61
Waterworks & Sewerage-COPS 2013	580,000.00	Collector's Account	1,799,037.43
Waterworks & Sewerage-2019	2,705,000.00	Equitable Sharing Fund	3,617.07
Waterworks & Sewerage-2023	3,340,000.00		
	8,995,000.00	TOTAL	40,817,760.11

I, Angela Birk, City Clerk and Treasurer of the City of Jackson, Missouri, do hereby certify that the above statement of receipts and disbursements of the various funds of the said City of Jackson, Missouri, for the six month period ending June 30, 2024, and the financial conditions thereof on said date are true and correct as shown by the records of said City.
IN WITNESS THEREOF, I have unto set my hand affixed the seal of the City of Jackson, Missouri, this **15th day of July, 2024**. Respectfully submitted, Angela Birk (signed) City Clerk/Treasurer



MEMO

To: Mayor and Board of Aldermen
From: Don Schuette
Date: Thursday, July 11, 2024
Re: Power Plant Equipment Painting Project Change Order #1 (Time Extension)

Mayor and Board of Aldermen,

Robert Boitnott Painting, has requested a time extension for the Power Plant Equipment Painting Project. This change order (#1) is for a time extension only, no cost associated with this change order. The new project completion date will be November 30th, 2024.

Thank you,

Don Schuette

Director of Electric Utilities



City of Jackson

CHANGE ORDER

PROJECT: Power Plant Equipment Painting Project

DATE OF ISSUANCE: 4-1-24

CHANGE ORDER NO.: 1

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

CONTRACTOR:
Robert Boitnott Painting

THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AS FOLLOWS:

See Attachments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$83,750.00	Original Contract End Date: 08-01-24
Previous Change Orders: N/A	Net Change from Previous Change Orders: N/A
Contract Price prior to this Change Order: \$83,750.00	Contract End Date prior to this Change Order: 08-01-24
Net Increase (Decrease) of this Change Order: N/A	Net Increase (Decrease) of this Change Order: 133 Days
Contract Price with all approved Change Orders: \$83,750.00	Contract End Date with all approved Change Orders: 11-30-24

Recommended By: 7-9-24
Project Manager Date

Approved By:
Mayor of the City of Jackson Date

Accepted By:
Authorized Representative of the Contractor Date

*Deed of Dedication – Water Line Easement
Water System Facility Plan Implementation Project – Phase 2, Project 2E*

BILL NO. 24-__

ORDINANCE NO. 24-__

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

WHEREAS, **MCDONALD’S CORPORATION, d/b/a Delaware McDonald’s Corporation, a Delaware Corporation**, of the County of Cook, State of Illinois, deeded to the City of Jackson, Missouri, the property described in the Water Line Easement Deed, attached hereto.

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

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

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

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

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

FIRST READING: July 15, 2024.

SECOND READING: July 15, 2024.

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

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

TITLE OF DOCUMENT: WATER LINE EASEMENT DEED

DATE OF DOCUMENT: JUNE 11, 2024

GRANTOR: MCDONALD'S CORPORATION

GRANTORS MAILING ADDRESS: 110 N. CARPENTER ST.
CHICAGO, ILLINOIS 60607-2101

GRANTORS DEED RECORDING: BOOK 420, PAGE 926

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

PROPERTY ADDRESS: 2220 EAST JACKSON BOULEVARD
JACKSON, MISSOURI 63755

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

WATER LINE EASEMENT DEED

THIS DEED, made and entered into this _____ day of _____, 2024, by and between **MCDONALD'S CORPORATION, a Delaware Corporation d/b/a Delaware McDonald's Corporation**, of the County of Cook, State of Illinois, "Grantor", and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, "Grantee".

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

To construct, maintain, repair, replace, and operate a water line and related facilities (the "Water Facilities") over, upon, across, under, in and through the following described real estate situated in the City of Jackson, County of Cape Girardeau, and State of Missouri, to-wit:

Permanent Easement No. 1:

THAT PART OF LOT 2 OF K LAND ESTATES NO. 1, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 14, PAGE 48 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 2, 6.83 FEET; THENCE SOUTH 14°37'43" EAST 9.77 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 6.98 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 24 SQUARE FEET.

Permanent Easement No. 2:

THAT PART OF LOT 2 OF K LAND ESTATES NO. 1, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 14, PAGE 48 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF JACKSON BOULEVARD, 19.95 FEET; THENCE LEAVING SAID NORTH RIGHT OF

WAY LINE, SOUTH 81°48'47" EAST 21.64 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 30°59'41" WEST ALONG SAID EAST LINE, 8.39 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 84 SQUARE FEET.

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

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

1. Permanent Easement #1 and Permanent Easement #2 shall hereafter be collectively referred to as the "Easement Premises".

2. The Grantee agrees that the use hereby granted shall be limited exclusively to the Water Facilities.

3. The Grantee agrees that it will indemnify and hold harmless the Grantor from all claims and actions at law and in equity which may arise out of, or because of negligence of the Grantee, or its authorized agents, servants, employees, or assigns, in maintaining, repairing, and utilizing the easement granted hereunder.

4. The Grantor hereby reserves the right to use the Easement Premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, Grantor shall have the right to maintain, restore, improve, or replace any improvements existing or located in the easement areas as of the date hereof. Subject to the terms herein, Grantor shall not obstruct, or permit to be obstructed, the Easement Premises and/or Grantor's adjacent property without the express prior written consent of the Grantee.

5. The Grantor agrees that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owner's interest in the Easement Premises shall be protected to the same extent as hereunder.

6. The Grantee agrees to restore the surface of the ground of the Easement Premises to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable and to repair any damage to Grantor's property adjacent to the Easement Premises and the improvements thereon arising out of Grantee's use of the easement rights granted herein. Grantee further agrees not to (i) block any curb-cut to Grantor's property, (ii) interfere or interrupt the business operations on Grantor's property, and/or (iii) to store any equipment, vehicles, supplies and/or materials on Grantor's property.

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

11th **IN WITNESS WHEREOF**, the said Grantor has executed these presents this
day of June, 2024.

MCDONALD'S CORPORATION, dba DELAWARE MCDONALD'S CORPORATION,
a Delaware corporation.

By: [Signature]
Name: Brendan Carey
Title: Senior Counsel

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On this 11 day of JUNE, 2024, 2024, before me personally appeared Brendan Carey, to me known to be the persons who executed the within document as Senior Counsel of McDonald's Corporation, d/b/a Delaware McDonald's Corporation, a Delaware corporation, and are authorized by the Operating Agreement of said corporation to execute the within document on behalf of said corporation, and acknowledged to me that they executed the same as their free act and deed and as the free act and deed of said corporation for the purposes therein stated.

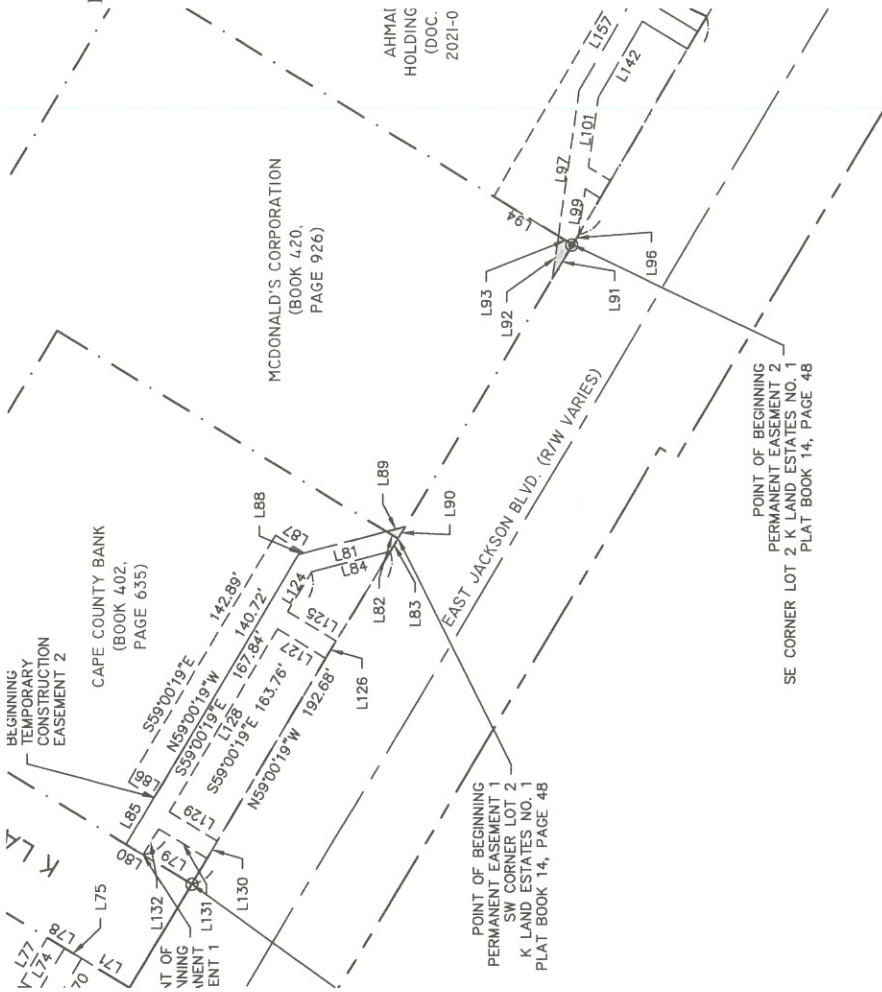
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.



[Signature: Angela Nunez]
_____, Notary Public
State of Illinois
County of Cook
My term expires: 3.23.25

**EASEMENT SURVEY FOR
MCDONALD'S CORPORATION**
Part of Lot 2 of K Land Estates No. 1, City of Jackson,
Cape Girardeau County, Missouri.

PARCEL LINE TABLE		
Line #	Direction	Length
L79	N30°59'41"E	28.30
L80	N30°59'41"E	10.00
L81	S14°37'43"E	44.99
L82	(N)S30°59'41"W(E)	6.83
L83	N59°00'19"W	7.32
L84	(S)N14°37'43"W(E)	40.46
L85	S59°00'19"E	27.12
L86	N30°59'41"E	15.00
L87	S31°33'11"W	16.97
L88	N14°37'43"W	2.82
L89	S14°37'43"E	9.77
L90	N59°00'19"W	6.98
L91	N59°00'19"W	19.95
L92	S81°48'47"E	21.84
L93	S30°59'41"W	8.39
L94	N31°00'00"E	37.92
L96	(S)N59°00'19"W(E)	5.85



NORTH BASIS
MISSOURI STATE PLANE
COORDINATE SYSTEM 1983
EAST ZONE
MODOT VRS NAD83(2011)

0 60 120

REFERENCES

- BOOK 420, PAGE 926 (SUBJECT)
- K LAND ESTATES NO. 1, PLAT BOOK 14, PAGE 48

ACCURACY STANDARD: TYPE URBAN

LEGEND

- 1. IRON ROD W/CAP (FOUND)
- 2. IRON ROD (FOUND)
- 3. RIGHT-OF-WAY MARKER
- 4. IRON PIPE (FOUND)
- PERMANENT EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT

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

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

STRICKLAND ENGINEERING

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

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

EASEMENT SURVEY FOR
MCDONALD'S CORPORATION
2220 E. JACKSON BLVD.
JACKSON, MO

SCALE 1"=60'

DATE 02-14-2023

DRAWN BY RA

CHECKED BY DR

PROJECT # 21-231



MEMO

To: Mayor Dwain Hahs and Members of the Board of Aldermen
From: Rodney Bollinger, Director of Administrative Services
Date: Wednesday, July 10, 2024
Re: Disposal of Stockpiled Brush Program

In 2023, Herzog Excavating & Demolition, LLC, of Perryville, Missouri, was hired to complete work on the annual Disposal of Stockpiled Brush Program. The City's stockpiled brush is stored on the tract located behind Mondri on N. High St. (Highway 61) in the Jackson North Industrial Park. The original contract was set up to run through the end of 2023, with the option that the City and contractor can negotiate additional work for an extended period. Since completion of the original program last summer, another significant pile of brush has accumulated.

The staff is requesting the Board of Aldermen exercise the City's right to renew this contractual agreement through the end of 2025. All that is needed is a simple motion to renew (no ordinance is needed because this agreement was previously approved by the Board and it contains the right to renew). Once the motion is approved, the Board would then act to approve Change Order No. 3, which is the contractor's proposal for an additional fee to remove the new pile of brush from the site.

With the contractor's good history of working with the City of Jackson on this program and reasonable fee for this additional work, I recommend to the Board of Aldermen this change order be accepted.



City of Jackson

CHANGE ORDER

PROGRAM: Disposal of Stockpiled Brush

DATE OF ISSUANCE: July 15, 2024

CHANGE ORDER NO.: 3

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

CONTRACTOR: Herzog Excavating & Demolition, LLC – 24 Green Meadows Ln., Perryville, Missouri 63775

THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AS FOLLOWS:

The Mayor and Board of Aldermen have exercised the City's right to renew this contractual agreement through the end of 2025. This is an additional cost to have the contractor remove a new pile of brush from the site accumulated thus far in 2024.

See Attachments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$28,600.00	Original Contract End Date: December 31, 2023
Previous Change Orders: \$16,000.00	Net Change from Previous Change Orders: 0 days
Contract Price prior to this Change Order: \$44,600.00	Contract End Date prior to this Change Order: December 31, 2024
Net Increase (Decrease) of this Change Order: \$24,800.00	Net Increase (Decrease) of this Change Order: 730 days
Contract Price with all approved Change Orders: \$69,400.00	Contract End Date with all approve Change Orders: December 31, 2025

Recommended By: _____
Director of Administrative Services

Date

Approved By: _____
Mayor, City of Jackson

Date

Accepted By: Joseph Ha
Authorized Representative
of the Contractor

07/09/2024
Date



Herzog Excavating & Demolition LLC
24 Green Meadows Ln.
Perryville, Missouri 63775
herzogexcavatingdemolition@gmail.com
(573) 768-1398

Estimate

Submitted on 07/01/2024

Estimate for	Project	Estimate Expires
City of Jackson	Disposal of Stockpiled Brush Program 2024	30 Days
101 Court Street		
Jackson, Missouri 63755		

Description	Total price
Remove and dispose of brush pile, wood chippings, and grass clippings	\$24,800.00
Note: Price reflects that the brush pile is wider than last year while the grass clippings pile is smaller than last year. Also no telephone poles to be removed	
Subtotal	\$24,800.00

Notes: *Thank you for your business!*

Total \$24,800.00



KOEHLER ENGINEERING & LAND SURVEYING, INC.

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

July 9, 2024

Mr. Jason Lipe
Director of Parks and Recreation
City of Jackson, Missouri
381 Deerwood drive
Jackson, Missouri 63755
Via email: jlipe@jacksonmo.org

RE: Design of a new Pavilion with Restroom on the Litz Park Grounds, Jackson, MO

Mr. Lipe,

Thank you for your time to meet and discuss your new pavilion to be constructed on the Litz Park grounds. The general location of the Pavilion would be within the area indicated in yellow on figure 1 below.



Figure 1: General Site Location

The pavilion / restroom will be constructed in general conformance with the preliminary sketch provided by your office, with the exterior kitchen area converted to storage.

The proposed restroom portion of the structure would be constructed of concrete masonry units, and the balance of the structure will be typical steel columns supporting a steel or wood roof structure. The restroom section would include a heated utility chase to allow use of the building



during winter months. ADA accessible walks connecting to the restroom would be provided in the design.

In addition to the structure, you may wish to add additional parking, exterior / site lighting, benches, trash receptacles, or other amenities.

Our scope of services would be to produce final design documents (Plans and specifications) for bidding and construction of the new pavilion / restroom structure, utility connections (sanitary sewer south of the structure, electric and water from nearby service locations), and associated walks and limited site improvements.

Specific services will include the following:

- **Design Phase:**
 - Survey of the project area, including utility connection route, and preparation of basemap for project
 - Development of preliminary layouts for the restroom, walk, utilities, and related improvements
 - Prepare preliminary structural and MEP layouts of the pavilion / restroom
 - Review with Owner’s representative
 - Work with owner’s representative to select mechanical, electrical, and plumbing fixtures.
 - Review site / soil conditions for foundation requirements
 - Preparation of final construction documents for the project
 - Submission of plans for any required permits for the project
- **Bidding Phase (in CE Contract Phase):**
 - Bid Services, including drafting the notice to bid, conducting pre-bid meeting, addressing questions during the bid process, and issuing addendum as needed. We will attend the bid opening, tabulate bids, and make a formal recommendation of award
- **Construction Phase Services:**
 - Once the project is awarded, our office will draft contract documents to the lowest, responsible bidder.
 - During construction, our office will administer the contract on behalf of the City
 - Our staff will provide construction inspection and materials testing to ensure that the improvements are constructed in accordance with the project documents
 - Our staff will review and process RFIs, COs, etc. as necessary
 - Our staff will review pay applications as submitted
 - Issue certificate of completion and recommend acceptance by the City

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

- Base Design Services (Survey, Civil, Structural, MEP): \$28,200.00
- Construction Phase Service \$5,400.00

Our schedule for the development of plans and specifications for the project to be bid would be 90 days from receipt of notice to proceed from the City. Milestones for the project area as follows (All milestones are in calendar days from notice to proceed date).

- Complete Survey / site data acquisition 14 Days



- Preliminary layouts for review 28 Days
 - Submit 65% plans with estimate for review with City 49 Days
 - Submit final plans for review 63 Days
 - Submit final plans, specification, and estimate 90 Days
- Construction Phase services will be coordinated with the Contractor and needs of the City.

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

Thank you for the opportunity to provide this proposal to the City of Jackson for this project. If you need any further information, have any questions, or I can be of any further assistance in any capacity, please contact me at your earliest convenience.

Best Regards,

KOEHLER ENGINEERING &
LAND SURVEYING, INC.

A handwritten signature in blue ink, appearing to read 'Chris Koehler', written in a cursive style.

Chris Koehler, PE, PLS

MEMO



TO: Mayor Hahs and Members of the Board of Aldermen

FROM: Larry Miller, Building & Planning Manager

DATE: July 11, 2024

SUBJECT: Approving the Final Plat of East Main Street Crossroads Commercial Subdivision

Mr. Haynes has requested two variances to approve the plat noted above.

- The first is to request a variance from the requirement to submit a preliminary plat. Given the limited scope of the proposed subdivision and future sewer infrastructure plans, he requests a variance from the Land Subdivision Regulations to allow the preliminary and final plat to be combined.
- The second is to request a variance to defer sanitary sewer plans until the building phase of design. Plans are being prepared and will be submitted for construction, and any necessary easements will be prepared and submitted at that time.
 - The code allows the board to request a performance bond to secure the construction of the sanitary sewer system before the final plat is recorded.
 - This would eliminate the need for a variance and ensure the infrastructure will be built.
- This will still require a 2/3 vote from the Board of Aldermen since the requirement to submit a preliminary plat variance is being requested.
- The P&Z Commission voted to approve

BILL NO. 24-__

ORDINANCE NO. 24-__

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

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

WHEREAS, the developer has 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. The Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of East Main Crossroads Commercial Subdivision, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein.

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

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

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

FIRST READING: July 15, 2024.

SECOND READING: July 15, 2024.

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

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



SUBDIVISION APPLICATION FORM
City of Jackson, Missouri

24-0180 Item 14.

EXHIBIT
A

NAME OF SUBDIVISION: EAST MAIN CROSSROADS COMMERCIAL SUBDIVISION

DATE OF APPLICATION: 05/29/2024

PROPERTY OWNERS: (all legal property owners exactly as listed on the deed)

Names, Addresses & Phone #s: MICHAEL K & LINDA J. HAYNES
13275 LAKEWOOD DR.
STE. GENEVIEVE, MO, 63670

CONTACT PERSON HANDLING APPLICATION:

Contact's Name: ASHTON GASKILL

Contact's Mailing Address: 194 COKER LN
CAPE GIRARDEAU, MO, 63701

Contact's Phone: 573-335-3026

ENGINEER / SURVEYOR:

Company Name, Addresses & Phone #: KOEHLER ENGINEERING AND LAND SURVEYING
194 COKER LN
CAPE GIRARDEAU, MO, 63701
573-335-3026

TYPE OF SUBDIVISION APPLICATION: (check all applicable items)

- Preliminary plat approval
- Final plat approval
- Minor subdivision approval
- Re-subdivision plat approval

LEGAL DESCRIPTION OF TRACT: (attach separate page if necessary)

ALL OF LOT NUMBER 2 OF HAYNES ESTATES THIRD, A SUBDIVISION RECORDED IN DOCUMENT 2019-12095, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.

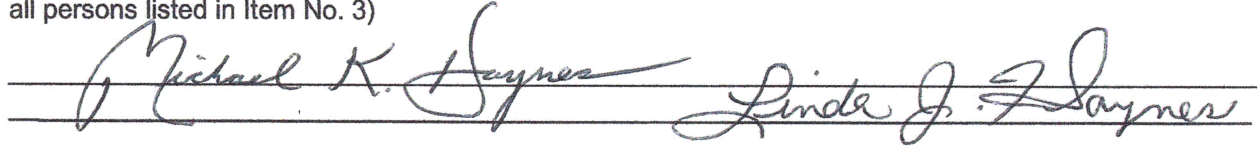
ZONING: Indicate the current zoning district classification of the entire tract to be developed (circle all that apply):

- | | | | |
|------|--------------------------------|------------|-----------------------------|
| R-1 | Single Family Residential | C-1 | Local Commercial |
| R-2 | Single Family Residential | C-2 | General Commercial |
| R-3 | One and Two Family Residential | C-3 | Central Business District |
| R-4 | General Residential | C-4 | Planned Commercial District |
| MH-1 | Mobile Home Park | CO-1 | Enhanced Commercial Overlay |
| CO-1 | Enhanced Commercial Overlay | I-1 | Light Industrial |
| | | 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

OWNERS' SIGNATURES:

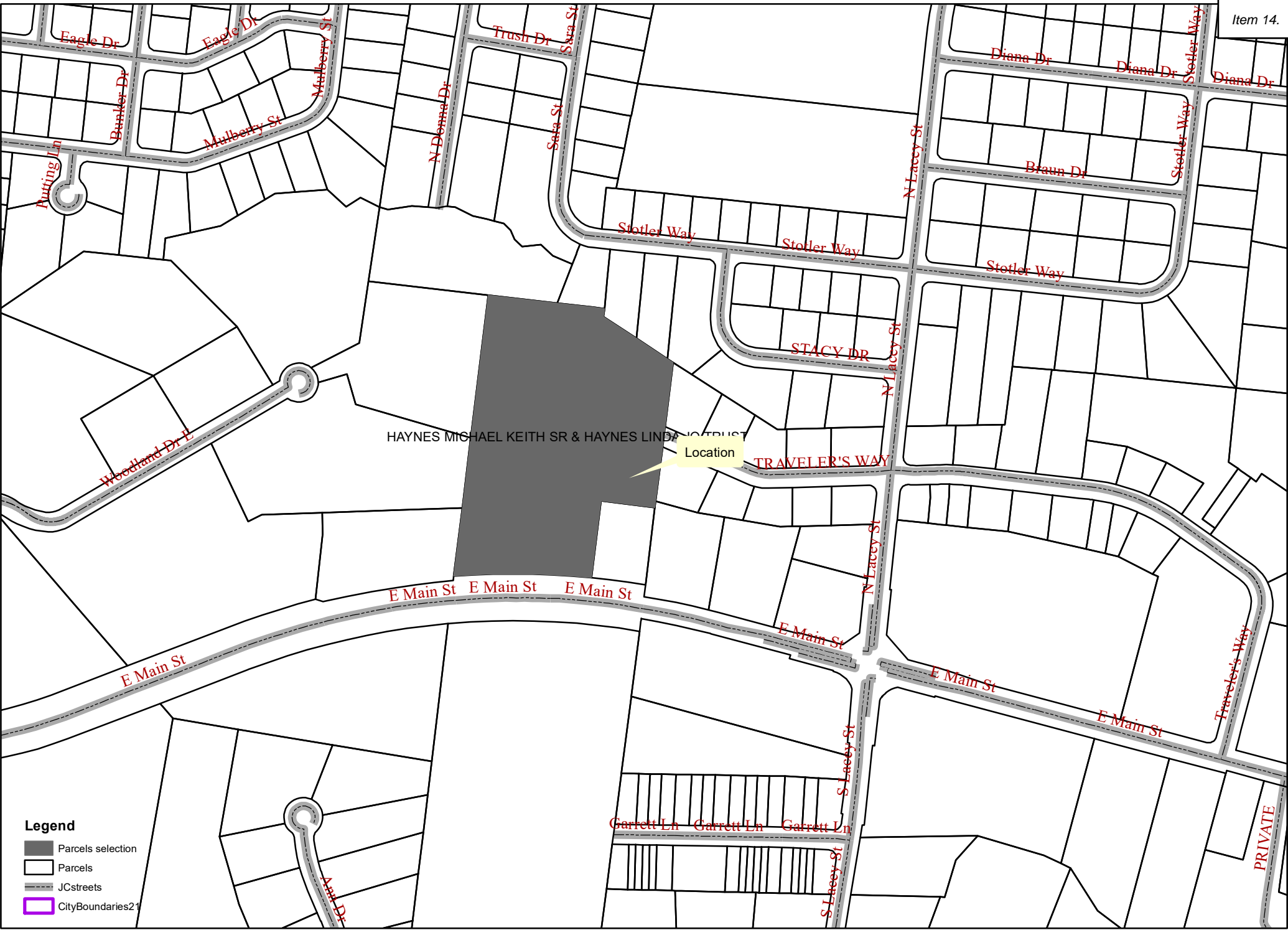
I state upon my oath that all of the information contained in this application is true. (Original signatures of all persons listed in Item No. 3)


Michael K. Haynes Linda J. Haynes

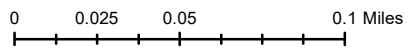
Please submit the completed application along with the applicable application fee to:

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

Ph: 573-243-2300 ext. 29
Fax: 573-243-3322
Email: permits@jacksonmo.org



- Legend**
- Parcels selection
 - Parcels
 - JCstreets
 - CityBoundaries21



2216 E Main St

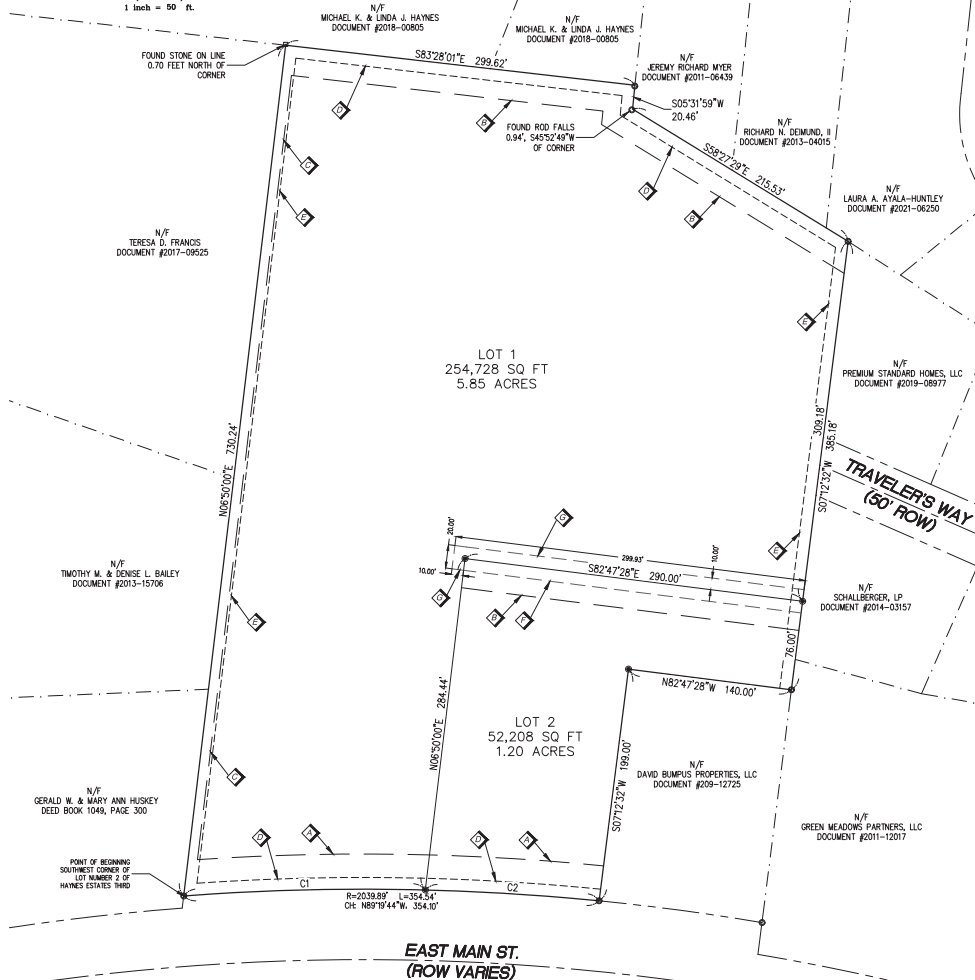
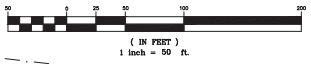
RECORD PLAT OF East Main Crossroads Commercial Subdivision

ALL OF LOT NUMBER 2 OF HAYNES ESTATES THIRD, A SUBDIVISION RECORDED IN DOCUMENT
2019-12096, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.



NORTH ORIENTATION FROM
MISSOURI STATE PLANE
COORDINATE SYSTEM

GRAPHIC SCALE



SUBDIVISION NOTES

ZONING DISTRICT REGULATIONS
THE SUBDIVISION IS ZONED
C-3 GENERAL COMMERCIAL DISTRICT
LOTTING
DETACHED SINGLE-FAMILY DWELLINGS SHALL BE ON A LOT
HAVING AN AREA OF NOT LESS THAN EIGHT THOUSAND (8,000)
SQUARE FEET AND A WIDTH AT THE FRONT LOT LINE OF NOT LESS
THAN SEVENTY-FIVE (75) FEET.
ATTACHED SINGLE-FAMILY DWELLINGS 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 FORTY (40) FEET EXCEPT THAT INTERIOR UNITS ATTACHED
ON TWO (2) OR MORE SIDES SHALL HAVE A MINIMUM LOT AREA OF
NOT LESS THAN TWO THOUSAND (2,000) SQUARE FEET AND A
WIDTH AT THE FRONT LOT LINE OF NOT LESS THAN FORTY-FIVE (45)
FEET.
TWO-FAMILY DWELLINGS SHALL BE ON A LOT HAVING AN AREA OF
NOT LESS THAN TEN THOUSAND (10,000) SQUARE FEET AND A
WIDTH AT THE FRONT LOT LINE OF NOT LESS THAN SEVENTY-FIVE
(75) FEET.
MULTIPLE-FAMILY DWELLINGS SHALL BE ON A LOT HAVING AN
AREA OF NOT LESS THAN FIVE THOUSAND FIVE HUNDRED
(12,500) SQUARE FEET WITH MINIMUM LOT AREA PER UNIT OF TWO
THOUSAND (2,000) SQUARE FEET AND A WIDTH AT THE FRONT LOT
LINE OF NOT LESS THAN SEVENTY-FIVE (75) FEET.
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) STORES
BUILDINGS EXCEEDING THIS LIMITATION SHALL REQUIRE A
SPECIAL USE PERMIT.
TOWERS AND STEEPERS OF CHURCHES AND SIMILAR PLACES OF
WORSHIP SEVENTY-FIVE (75) FEET.
MINIMUM YARD REQUIREMENTS
FRONT SETBACK THIRTY (30) FT.
REAR SETBACK THIRTY-FIVE (35) FT.
SIDE 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 EACH 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.

AREA AND LOT INFORMATION
TOTAL SUBDIVISION AREA: 398.08 SQ. FT. (7.15 ACRES)
TOTAL NUMBER OF LOTS: 2
SMALLEST LOT SIZE: 52,208 SQ. FT. (1.20 ACRES)
LARGEST LOT SIZE: 254,728 SQ. FT. (5.85 ACRES)

**DEVELOPERS OF SUBDIVISION
AND PLAT PREPARED FOR:**
MICHAEL HAYNES
13275 LAKEWOOD DR.
STE. GENEVEVE, MO 63670

RECORD OWNERS
MICHAEL K. LINDA J. HAYNES
DOCUMENT #2006-05419

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

FLOODPLAIN NOTE
NO PORTION OF THE PROPERTY FALLS WITHIN THE 100
YEAR FLOODPLAIN, AS INDICATED ON THE FLOOD
INSURANCE RATE MAP NUMBER 03030204E WITH AN
EFFECTIVE DATE OF SEPTEMBER 28, 2011.

LOT MONUMENT NOTE
ALL LOT CORNERS SET WITH 3" RODS
UNLESS OTHERWISE DENOTED.

KEYED NOTES

- ITEM NOTE
- ◊ 30' FRONT SETBACK (TYPICAL)
- ◊ 25' REAR SETBACK (TYPICAL)
- ◊ 8' SIDE SETBACK
- ◊ EXISTING 10.0' SEWER AND UTILITY EASEMENT
ORDINANCE NO. 08-76
- ◊ EXISTING 7.5' SEWER AND UTILITY EASEMENT
ORDINANCE NO. 08-76
- ◊ NEW 10.0' SEWER AND UTILITY EASEMENT (TYPICAL)
- ◊ NEW SEWER AND UTILITY EASEMENT

LEGEND

- = FOUND 3" IRON ROD
- = FOUND CROSS
- ◻ = FOUND STONE
- = SET IRON ROD
- = SUBDIVISION BOUNDARY LINE
- = NEW LOT LINE
- - - = EXISTING EASEMENT LINE
- - - = NEW EASEMENT LINE
- - - = BUILDING SETBACK LINE
- - - = EXTERNAL PROPERTY LINE
- - - = RIGHT OF WAY LINE
- - - = CENTERLINE

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	206.07'	2039.89'	5°47'17"	N88°35'10"E	205.99'
C2	148.47'	2039.89'	4°10'12"	S86°28'05"E	148.44'

SUBDIVISION DEDICATION

THE UNDERSIGNED, MICHAEL K AND LINDA J. HAYNES, HUSBAND AND WIFE, OWNERS IN FEE OF ALL OF LOT NUMBER 2 OF HAYNES ESTATES THIRD, A SUBDIVISION RECORDED IN DOCUMENT 2019-12096, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 306,936 SQUARE FEET (7.05 ACRES), MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND WITH THE WEST LINE OF SAID LOT, NORTH 06°50'00" EAST, 730.24 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE WITH THE NORTH LINE OF SAID LOT, SOUTH 83°20'01" EAST, 299.82 FEET; THENCE SOUTH 05°31'59" WEST, 20.46 FEET; THENCE SOUTH 58°27'29" EAST, 215.53 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE WITH THE EAST LINE OF SAID LOT, SOUTH 07°12'32" WEST, 385.18 FEET; THENCE NORTH 82°47'28" WEST, 140.00 FEET; THENCE SOUTH 07°12'32" WEST, 199.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET; THENCE WITH SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 2039.89 FEET AND A LENGTH OF 354.54 FEET (THE CHORD OF SAID CURVE BEARS NORTH 89°19'44" WEST, 354.10 FEET) TO THE POINT OF BEGINNING, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD.

HEREBY SUBDUVE SAID TRACT INTO LOTS AS SHOWN HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED "EAST MAIN CROSSROADS COMMERCIAL SUBDIVISION".

MICHAEL K HAYNES _____

LINDA J. HAYNES _____

STATE OF MISSOURI)
)
COUNTY OF CAPE GIRARDEAU)

ON THIS _____ DAY OF _____ A.D. 20____, BEFORE ME, A NOTARY PUBLIC FOR SAID STATE AND COUNTY, PERSONALLY APPEARED MICHAEL K. AND LINDA J. HAYNES, HUSBAND AND WIFE, KNOWN TO ME TO BE THE PERSONS 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____

ANGELA BIRK, CITY CLERK

JANET SANDERS, DIRECTOR OF PUBLIC WORKS

HARRY DRYER, PLANNING AND ZONING CHAIRMAN

DWAIN HAHNS, MAYOR

STATE OF MISSOURI)
)
COUNTY OF CAPE GIRARDEAU)

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

KOEHLER
Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: (573) 335 - 3026 Fax: (573) 335 - 3049
PLS CORPORATE LICENSE NO. 000262

CREATED BY	ASHTON GASKILL	REV./DATE	DESCRIPTION	INITIALS
CREATED BY	CHRIS KOEHLER			
ISSUED DATE	MARCH 2022			
CREATED BY		05-29-2024		
CREATED BY		3496		

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



KOEHLER ENGINEERING & LAND SURVEYING, INC.

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

June 06, 2024

Mr. Larry Miller
Building & Planning Superintendent
City of Jackson, Missouri
101 Court Street
Jackson, Missouri 63755

RE: East Main Crossroads Commercial Subdivision

Mr. Miller

This letter was prepared on behalf of Mr. Michael Haynes, to address in part the comments from the staff review of the above noted subdivision.

- 1) Mr. Haynes requests a variance from the requirement to submit a preliminary plat. Given the limited scope of the proposed subdivision and future sewer infrastructure plans, we request a variance from the Land Subdivision Regulations to allow the preliminary and final plat to be combined.
- 2) Mr. Haynes requests a variance to defer storm water detention and sanitary sewer plans until the building phase of design. Plans are being prepared and will be submitted for construction, and any necessary easements will be prepared and submitted at that time.

I believe this fully addresses the staff concerns which were not addressed directly on the revised plat, however if you need any further information, have any questions, or I can be of any further assistance in any capacity, please contact me at your earliest convenience.

Best Regards,

KOEHLER ENGINEERING &
LAND SURVEYING, INC.

Chris Koehler, PE, PLS

Request Approved by Owner:

Mr. Michael Haynes

6/6/24
Date:

Mrs. Linda Haynes

6/6/24
Date:



MEMO

To: Mayor Dwain Hahs and Members of the Board of Aldermen
From: Rodney Bollinger, Director of Administrative Services
Date: July 9, 2024
Re: Horizontal Baler at the Recycling Center

I am pleased to announce the City of Jackson has been awarded a grant through the Southeast Missouri Solid Waste Management District for a new horizontal baler at the Recycling Center. The District will pay for \$47,837.95 towards the total cost of the baler. Please see the attached grant award letter for more information.

The estimated cost of the equipment is approximately \$100,000. The funds are readily available.

I recommend to the Board of Aldermen this grant be accepted and a Financial Assistance Agreement be approved with the Southeast Missouri Solid Waste Management District.

Thank you for your consideration on this matter.



**SOUTHEAST MISSOURI
SOLID WASTE MANAGEMENT DISTRICT**

1 West St. Joseph Street
Perryville, Missouri 63775
Phone: (573) 547-9357
Fax: (573) 547-7283

Happy Welch, Chairman
Larry Kemp, Vice-Chairman
Jay Wengert, Secretary/Treasurer
Jeremy Tanz, Executive Director

January 24, 2024


Dwain Hahs
Mayor
101 Court St.
Jackson, MO 63755

RE: SWMD FY25 Grants

Dear Mayor Hahs

Thank you for submitting your application. I am pleased to inform you that the board has approved an award in the amount of \$47,837.95. This represents 42% of the requested amount in the application due to the limit of funding available for awards and the number of applications received. If you would like to accept this award, please send us your response before February 12, 2024, so that a Financial Assistance Agreement (FAA) can be created. Please note that no action can be taken on this project until the FAA is fully executed, and you receive a notice to proceed from the district. If you have any questions, do not hesitate to reach out.

Sincerely,



Alex Rios
District Planner

BILL NO. 24-__

ORDINANCE NO. 24-__

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

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the **Southeast Missouri Solid Waste Management District**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

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

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

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

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

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

FIRST READING: July 15, 2024.

SECOND READING: July 15, 2024.

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

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



MEMO

To: Mayor Dwain Hahs and Members of the Board of Aldermen
From: Rodney Bollinger, Director of Administrative Services
Date: July 10, 2024
Re: Jackson Middle School Crosswalk & Sidewalk Improvements Program

I am pleased to announce the City of Jackson has been awarded a grant through the Federal Highway Commission for the construction of sidewalks and crosswalks on W. Independence St. and Broadridge Dr. near the Jackson Middle School. The 2024 Transportation Alternatives Program funding will provide an 80% match of the project costs, with local public agency (City) responsible for the remaining 20% match. Please see the attached grant award letter for more information.

The estimated cost of the project is \$500,000.00. Therefore, the City is responsible for a minimum \$100,000.00 (or 20%) of the project. However, the City and Jackson R-2 School District have agreed to a 50/50 split on the 20% local match, or \$50,000 each.

I recommend to the Board of Aldermen this grant be accepted and a Program Agreement be approved with the MHTC.

Thank you for your consideration on this matter.



Missouri Department of Transportation

Southeast District
Mark Croarkin, District Engineer

2675 North Main Street
Sikeston, Missouri 63801
573.472.5340
Fax: 573.522.6455
1.888.ASK MODOT (275.6636)

July 1, 2024

Rodney Bollinger, Director of Administrative Services
City of Jackson
101 Court Street
Jackson, MO 63755

RE: 2024 Transportation Alternatives Program
Jackson Middle School Sidewalk and Crosswalk Improvement
Project No. TAP-3000(014)

Dear Mr. Bollinger:

Thank you for participating in this round of the Transportation Alternatives Program. The City of Jackson's application was carefully considered by the Southeast District's selection committee that is comprised of our Regional Planning Commission and Metropolitan Planning Organization staff.

Congratulations! Your project was selected to receive funding at the requested amount with a total project cost of \$499,547.00 with a total federal funding of \$399,637.60 (80% of \$499,547.00). The official statewide award will be announced on July 1, 2024 as noted in the program guide.

The program agreements will be emailed to the city for signatures once the agreement is drafted. Please execute the agreements along with a city ordinance. The City will also need to submit a Request for Environmental Review (RER) using MoDOT's RER database. It is strongly recommended that the City submit the RER within 30 days of receipt of this letter.

If you have any questions, please contact me at 417-252-1616 or by e-mail at melissa.rose@modot.mo.gov.

Sincerely,

Melissa Rose
Transportation Project Designer - LPA

npf



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

BILL NO. 24-__

ORDINANCE NO. 24-__

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

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

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

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

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

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

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

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

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

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

FIRST READING: July 15, 2024.

SECOND READING: July 15, 2024.

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

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 03/24 (TLP)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 3000(014)
Award Year: 2024
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: The North side of West Independence Street (Route D) from Broadridge Drive to Tanglewood Drive

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(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. The City may not be eligible for future Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

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

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) 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.

(6) 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.

(7) 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.

(8) 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, creed, 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, creed, 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 (8) 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.

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

(10) 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.

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

(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 Federal Highway Administration (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) 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.

(14) 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 the Act.

(15) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(16) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which 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. The federal share for this project will be 80 percent not to exceed \$399,637.60. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. 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.

(18) 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. The City shall repay any progress payments which involve ineligible costs.

(19) 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.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(21) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(23) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49

C.F.R. Part 26, as amended.

(24) 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.

(25) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(26) FINAL AUDIT: The Commission may, in its sole discretion, 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.

(27) 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.

(28) 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.

[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 this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF JACKSON

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: TAP-3000(014)

The West Independence Street (Route D) corridor will be improved through the addition of approximately 1,300 linear feet of ADA compliant sidewalk and the addition of high visibility crosswalks at Jackson Middle School and Broadridge Drive.

Task	Date
Date funding is made available or allocated to recipient	7/1/2024
Solicitation for Professional Engineering Services (advertised)	Optional
Engineering Services Contract Approved	1/1/2025
Conceptual Study (if applicable)	Optional
Preliminary Plan Submittal	6/1/2025
Right-of-Way Plans Submittal (if Applicable)	7/1/2025
Plans, Specifications & Estimate (PS&E) Submittal	1/1/2026
Plans, Specifications & Estimate (PS&E) Approval	3/1/2026
Advertisement for Letting	4/1/2026
Bid Opening	5/1/2026
Construction Contract Award or Planning Study completed (REQUIRED)	6/1/2026

*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 modify this date.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts