



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, May 15, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of May 1, 2023.

FINANCIAL AFFAIRS

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

ACTION ITEMS

Power, Light, and Water Committee

6. Motion accepting the bid of Langford Mechanical & Sheet Metal, of Jackson, Missouri, in the amount of \$12,225.00, relative to the Power Plant Control Room HVAC Roof Top Unit Replacement Project.
7. Bill proposing an Ordinance authorizing a contractual agreement with Langford Mechanical & Sheet Metal, relative to the Power Plant Control Room HVAC Roof Top Unit Replacement Project.
8. Motion accepting the quote of Capri Pools & Aquatics, of Edwardsville, Illinois, in the amount of \$8,250.00, relative to the purchase and installation of a chemical controller at the City Pool.
9. Bill proposing an Ordinance authorizing a contractual agreement with Capri Pools & Aquatics, relative to the purchase and installation of a chemical controller at the City Pool.
10. Motion accepting the quote of Capri Pools & Aquatics, of Edwardsville, Illinois, in the amount of \$1,725.00, relative to the purchase of chemicals and installation of a chemical feeder at the City Pool.

- [11.](#) Bill proposing an Ordinance authorizing a contractual agreement with Capri Pools & Aquatics, relative to the purchase of chemicals and installation of a chemical feeder at the City Pool.

Street, Sewer, and Cemetery Committee

12. Motion approving the appointments of Mayor Dwain Hahs and City Administrator James Roach to serve on the Board of Directors of the Southeast Metropolitan Planning Organization; and Director of Administrative Services Rodney Bollinger as an alternate, for a two-year term beginning July 1, 2023.
- [13.](#) Motion accepting the Main Street Corridor Pedestrian Safety Study, as prepared by Lochmueller Group, of St. Louis, Missouri.
14. Motion setting a public hearing for Monday, June 5, 2023, at 6:00 p.m., to consider the comprehensive rezoning of 403 and 409 East Main Street, and 108 South Georgia Street from I-2 (Heavy Industrial) District to C-3 (Central Business) District, as submitted by the City of Jackson.
15. Motion setting a public hearing for Monday, June 5, 2023, at 6:00 p.m., to consider the rezoning of 204, 207, 208, and 212 Cherry Street, and 211 and 219 North Missouri Street from R-4 (General Residential) District to C-3 (Central Business) District, as submitted by the County of Cape Girardeau.
- [16.](#) Resolution supporting a Missouri Regional Bridge Program application to the Missouri Highways and Transportation Commission for the Sunset Drive Bridge Replacement Project.
- [17.](#) Bill proposing an Ordinance accepting the dedication of Sanitary Sewer Easement Deeds from The Brandes Family Protection Trust Dated October 19, 2017; and The Kirby J. Hahn Revocable Trust and The Leon G. Eftink Voluntary Trust 1996 U/T/A Dated December 20, 1996, relative to the South Old Orchard Road Lateral Sewer Project.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

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

EXECUTIVE SESSION

Due to a lack of items, a motion to have executive session is not anticipated.

ADJOURN

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, May 1, 2023 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: Joe Bob Baker, Mike Seabaugh, Paul Sander, David Hitt, Shana Williams, David Reiminger, and Katy Liley. Present-7; Absent-1: Alderwoman Wanda Young.

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

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

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

Motion to Adopt the Agenda)

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

Motion to Approve the Minutes of the)
 April 17, 2023, Regular Board Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, April 17, 2023. Ayes-7; Nays-0; Absent-1.

Motion to Approve Bills of May, 2023)

Now is presented the Semimonthly Bills Report, in the various funds for the month of May, 2023. Motion made by Alderman Hitt, seconded by Alderman Seabaugh, to approve the payment of Semimonthly Bills in the various funds for May, 2023. Ayes-7; Nays-0; Absent-1.

Motion to Approve Task Order)
 Authorization No. 23-08 to Strickland)
 Engineering, Inc., of Jackson, Missouri,)
 Relative to providing Engineering)
 Services under the East Jackson)
 Boulevard Roadway Lighting Project)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve Task Order Authorization No. 23-08, in the amount of \$38,100.00, to Strickland Engineering, Inc., of Jackson, Missouri, relative to providing engineering services under the East Jackson Boulevard Roadway Lighting Project. Ayes-7; Nays-0; Absent-1.

Motion to Authorize the Internal Transfer)
 of \$1,000,000.00 from the City of)
 Jackson's Electric Surplus Fund to the)
 Capital Projects Construction Fund,)
 Relative to the Jackson Fire Department))
 Building Renovations Project)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to authorize the internal transfer of \$1,000,000.00 from the City of Jackson's Electric Surplus Fund to the Capital Projects Construction Fund, relative to the Jackson Fire Department Building Renovations Project. Ayes-7; Nays-0; Absent-1.



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MINUTES

Ordinance No. 23-31 Re: To Authorize)
the Mayor to Sign a Depository)
Agreement with Wood & Huston Bank)

The matter of authorizing the Mayor to sign a depository agreement with Wood & Huston Bank came on for consideration. Alderman Reiminger introduced Bill No. 23-31, being for an ordinance entitled as follows:

A BILL TO ENACT AN ORDINANCE TO AUTHORIZE SELECTION OF DEPOSITORIES FOR DEMAND DEPOSITS OF CITY FUNDS; AND TO AUTHORIZE THE SELECTION OF DEPOSITORIES FOR THE INVESTMENT OF IDLE CITY FUNDS; AND TO AUTHORIZE THE MAYOR TO SIGN DEPOSITORY AGREEMENTS WITH DEPOSITORIES.

Motion made by Alderman Reiminger, seconded by Alderman Sander, Bill No. 23-31 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 Sander, Bill No. 23-31 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 23-31 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Sander-aye; Alderman Baker-aye; Alderwoman Young-absent; Alderwoman Williams-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

BILL NO. 23-31

ORDINANCE NO. 23-31

A BILL TO ENACT AN ORDINANCE TO AUTHORIZE SELECTION OF DEPOSITORIES FOR DEMAND DEPOSITS OF CITY FUNDS; AND TO AUTHORIZE THE SELECTION OF DEPOSITORIES FOR THE INVESTMENT OF IDLE CITY FUNDS; AND TO AUTHORIZE THE MAYOR TO SIGN DEPOSITORY AGREEMENTS WITH DEPOSITORIES.

WHEREAS, the City of Jackson, desires to enter into a depository agreement with **Wood & Huston Bank** for the deposit of Demand Deposits or checking account funds; and

WHEREAS, the City of Jackson, desires to enter into a depository agreement with said banks regarding the investment of idle City Funds.

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

1. That the Mayor is hereby, authorized and directed to sign a depository agreement with **Wood & Huston Bank**. Said agreements are attached hereto and incorporated herein by reference.

2. That all of said depository agreements shall have a one-year term under a depository agreement as required by state statute.



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3. That said banks shall be depositories for all demand deposits of checking account funds of the City in an unlimited amount subject only to the deposit of securities as required by; Sections 110.010 and 110.020, RSMo.

4. That said banks shall be authorized to hold idle investment funds of the City, subject to the required deposit of securities as required by Section 110.010 and 110.020, RSMo.

5. The Treasurer of the City shall, whenever the City accumulates idle funds, invest said funds in time certificates of deposits, based upon the highest sealed bids received from the designated depositories. All of such investment funds shall be in One Hundred Thousand Dollars (\$100,000.00) or more increments. The Treasurer shall notify the depositories of available money for bid by phone, electronic transmission or United States Mail.

6. This ordinance shall take effect and be in force from and after its passage and approval and shall repeal all ordinances or parts thereof in conflict herewith.

FIRST READING: May 1, 2023.

SECOND READING: May 1, 2023.

PASSED AND APPROVED this 1st day of May, 2023, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Ordinance No. 23-32 Re: To Accept the)
Dedication of a Water Line Easement)
Deed from The Hamlet Group, LLC,)
Relative to the Lee Avenue Water Line)
Extension Project)

The matter of accepting the dedication of a Water Line Easement Deed from The Hamlet Group, LLC, relative to the Lee Avenue Water Line Extension Project, came on for consideration. Alderman Reiminger introduced Bill No. 23-32, being for an ordinance entitled as follows:

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



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Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 23-32 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 23-32 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 23-32 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Hitt-aye; Alderman Sander-aye; Alderman Baker-aye; Alderwoman Young-absent; Alderwoman Williams-aye; Alderman Seabaugh-aye; and Alderman Reiminger-aye.

BILL NO. 23-32

ORDINANCE NO. 23-32

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, **The Hamlet Group, LLC of Jackson, Missouri**, of the County of Cape Girardeau, State of Missouri, 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: May 1, 2023.

SECOND READING: May 1, 2023.

PASSED AND APPROVED this 1st day of May, 2023, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI



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(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Liza Walker (signed)
 City Clerk

Motion to Approve the Mayor's)
 Appointment of Mandi Gard to the Park)
 Board, Filling an Unexpired Term)
 Ending 2026)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve the Mayor's Appointment of Mandi Gard to the Park Board, filling an unexpired term ending 2026. Ayes-7; Nays-0; Absent-1.

Motion to Authorize the City Staff to)
 Prepare an Application on Behalf of the)
 City of Jackson, Missouri, for the)
 Comprehensive Rezoning of 403 and)
 409 East Main Street and 108 South)
 Georgia Street)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to authorize the City staff to prepare an application on behalf of the City of Jackson, Missouri, for the comprehensive rezoning of 403 and 409 East Main Street and 108 South Georgia Street, from I-2 (Heavy Industrial) District to C-3 (Central Business) District. Ayes-7; Nays-0; Absent-1.

Motion to Accept the Bid of Black)
 Diamond Paving, LLC, of Oak Ridge,)
 Missouri, in the amount of \$342,337.98,)
 Relative to the 2023 Asphalt Pavement)
 Improvement Program)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to accept the bid of Black Diamond Paving, LLC, of Oak Ridge, Missouri, in the amount of \$342,337.98, relative to the 2023 Asphalt Pavement Improvement Program. Ayes-7; Nays-0; Absent-1.

Ordinance No. 23-33 Re: To Authorize a)
 Contractual Agreement with Black)
 Diamond Paving, LLC, of Oak Ridge,)
 Missouri, relative to the 2023 Asphalt)
 Pavement Improvement Program)

The matter of authorizing a contractual agreement with Black Diamond Paving, LLC, of Oak Ridge, Missouri, relative to the 2023 Asphalt Pavement Improvement Program, came on for consideration. Alderwoman Liley introduced Bill No. 23-33, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND BLACK DIAMOND PAVING, LLC, OF OAK RIDGE, MISSOURI, RELATIVE TO THE 2023 ASPHALT PAVEMENT IMPROVEMENT PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.



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Motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 23-33 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 23-33 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 23-33 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Sander-aye; Alderwoman Young-absent; Alderwoman Williams-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

BILL NO. 23-33

ORDINANCE NO. 23-33

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *BLACK DIAMOND PAVING, LLC, OF OAK RIDGE, MISSOURI*, RELATIVE TO THE 2023 ASPHALT PAVEMENT IMPROVEMENT PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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



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

FIRST READING: May 1, 2023.

SECOND READING: May 1, 2023.

PASSED AND APPROVED this 1st day of May, 2023, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Ordinance No. 23-34 Re: To Approve)
the Minor Plat of Independence Center)
Eighth Subdivision, as submitted by)
Douglas Siding, LLC)

The matter of approving the Minor Plat of Independence Center Eighth Subdivision, as submitted by Douglas Siding, LLC, came on for consideration. Alderwoman Liley introduced Bill No. 23-34, being for an ordinance entitled as follows:

AN ORDINANCE ACCEPTING THE PLAT OF INDEPENDENCE CENTER EIGHTH SUBDIVISION, A RESUBDIVISION OF LOTS 10A AND 10B; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

Motion made by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-34 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-34 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 23-34 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Baker-aye; Alderman Hitt-aye; Alderman Sander-aye; Alderwoman Young-absent; Alderwoman Williams-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

BILL NO. 23-34

ORDINANCE NO. 23-34

AN ORDINANCE ACCEPTING THE PLAT OF INDEPENDENCE CENTER EIGHTH SUBDIVISION, A RESUBDIVISION OF LOTS 10A AND 10B; 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



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INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Douglas Siding, LLC, has platted Independence Center Eighth, a Resubdivision of Lots 10A and 10B, as located within the corporate limits of the City of Jackson, Missouri; and,

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of Independence Center Eighth, a Resubdivision of Lots 10A and 10B, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein.

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

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

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

FIRST READING: May 1, 2023.

SECOND READING: May 1, 2023.

PASSED AND APPROVED this 1st day of May, 2023, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Liza Walker (signed)
 City Clerk



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Ordinance No. 23-35 Re: To Accept the)
 Dedication of a Sanitary Sewer)
 Easement Deed from Susan Jahn,)
 Relative to the South Old Orchard Road)
 Lateral Sewer Project)

The matter of accepting the dedication of a Sanitary Sewer Easement Deed from Susan Jahn, relative to the South Old Orchard Road Lateral Sewer Project, came on for consideration. Alderwoman Liley introduced Bill No. 23-35, being for an ordinance entitled as follows:

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

Motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 23-35 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 23-35 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 23-35 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Baker-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Sander-aye; Alderwoman Young-absent; Alderwoman Williams-aye; and Alderwoman Liley-aye.

BILL NO. 23-35

ORDINANCE NO. 23-35

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 SANITARY SEWER EASEMENT DEED.

WHEREAS, **Susan Jahn, of Jackson, Missouri**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Sanitary Sewer 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.



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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: May 1, 2023.

SECOND READING: May 1, 2023.

PASSED AND APPROVED this 1st day of May, 2023, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Motion to Bring from the Table a Bill)
 Proposing an Ordinance to Approve a)
 Text Amendment to Chapter 65 (Zoning))
 Regarding the Addition of Provisions for)
 Defining and Limiting Tiny Houses)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to bring from the table a Bill proposing an Ordinance approving a text amendment to Chapter 65 (Zoning) regarding the addition of provisions for defining and limiting tiny houses. Ayes-7; Nays-0; Absent-1.

Bill No. 23-36/Ordinance Failed Re: To)
 Approve a Text Amendment to Chapter)
 65 (Zoning) Regarding the Addition of)
 Provisions for Defining and Limiting)
 Tiny Houses)

The matter of approving a text amendment to Chapter 65 (Zoning) regarding the addition of provisions for defining and limiting tiny houses, came on for consideration. Alderwoman Liley introduced Bill No. 23-36, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES
 OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO DEFINING AND
 LIMITING TINY HOMES; AND REPEALING ALL ORDINANCES IN CONFLICT
 THEREWITH.**

Motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 23-36 was placed on its first reading and was read by title, considered and discussed and was duly failed. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 23-36 was placed on its second reading and final passage and was read by title, considered discussed, and was duly failed. The Mayor thereupon declared said Bill duly failed and the Bill was then duly signed by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye;



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Alderman Liley-aye; Alderman Sander-nay; Alderman Baker-nay; Alderman Young-absent; Alderman Reiminger-nay; Alderman Williams-aye; and Alderman Hitt-nay.

BILL NO. 23-36

ORDINANCE NO. FAILED

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO DEFINING AND LIMITING TINY HOMES; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 65, Article I, Section 65-2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended by **ADDING** the following definitions to read as follows:

“Sec. 65-2. Definitions.

Tiny house, portable. A dwelling that is six hundred (600) square feet or less in floor area, excluding lofts, and is constructed on a chassis or skids, regardless of added porches, stairways, decks, or other additions.

Tiny House, permanent. A dwelling that is six hundred (600) square feet or less in floor area that is constructed on-site without a chassis and is permanently anchored to a foundation or concrete slab.”

Section 2. That Chapter 65, Article I, Section 65-8, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-8. - R-4 General residential district regulations.

(1) *Use regulations.* A building or premises shall be used only for the following purposes:

g. Tiny house, permanent, when part of a community unit plan, with a special use permit only.”

NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-8, Subpart (1) g. has been added and the original Subpart (1) g. should now be Subpart (1) h.; and the Subparts that follow should be re-lettered accordingly.

Section 3. That Chapter 65, Article I, Section 65-9, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-9. – MH-1 Mobile home park district regulations.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, May 1, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

The regulations set forth in this section, or set forth elsewhere in this chapter, are the regulations of the MH-1 mobile home park district. The purpose of the MH-1 mobile home park district is to provide suitable locations for the placement of mobile homes, with safeguards for the health and safety of mobile home residents. References to lot sizes, setbacks, and lot coverage shall be interpreted to mean the area designated for each mobile home stand within the mobile home park.

- (1) *Use regulations.* A building or premises shall be used only for the following purposes:
- a. Mobile home parks conforming to the provisions ~~hereof~~ of Article II.
 - b. Manufactured / mobile homes.
 - c. Tiny house, portable.”

NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-9, that Subpart (1) a. has been modified; that Subparts (1) b. and c. have been added; and that the original Subpart (1) b. should now be Subpart (1) d.; and the Subparts that follow should be re-lettered accordingly.

Section 4. That Chapter 65, Article I, Section 65-10, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-10. - O-1 Professional office district regulations.

- (1) *Use regulations.* The regulations set forth in this section or set forth elsewhere in this chapter when referred to in this section, are the regulations of the O-1 professional office district. The purpose of the O-1 professional office district is to provide adequate space in appropriate locations suitable for accommodating medical, dental and similar services, as well as professional offices. Bulk limitations are designed to provide maximum compatibility with less intensive land use in adjacent residential districts and with more intensive land use in adjacent commercial districts. The O-1 professional office district is to act in the capacity of a transition and supporting zone.

- h. Tiny house, permanent, when part of a community unit plan, with a special use permit only.”

NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-10, Subpart (1) h. has been added; that the original Subpart (1) h. should now be Subpart (1) i.; and the Subparts that follow should be re-lettered accordingly.

Section 5. That Chapter 65, Article I, Section 65-11, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-11. - C-1 Local commercial district regulations.

- (1) *Use regulations.* The regulations set forth in this section or set forth elsewhere in this chapter when referred to in this section, are the regulations of the C-1 Local Commercial district. The purpose of the C-1 district is to provide for retail trade and personal services to meet the regular needs and for the convenience



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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Board Chambers, City Hall, 101 Court St.

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of residents of adjacent residential areas. C-1 Local commercial districts are intended to be a closely associated and integral element of local neighborhoods.

- g. Tiny house, permanent, when part of community unit plan, with a special use permit only."

NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-11, Subpart (1) g. has been added; that the original Subpart (1) g. should now be Subpart (1) h.; and the Subparts that follow should be re-lettered accordingly.

Section 6. That Chapter 65, Article I, Section 65-12, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

"Sec. 65-12. - C-2 General Commercial district regulations.

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the C-2 General commercial district. The purpose of the C-2 General commercial district is to provide areas for general commerce and services typically associated with major thoroughfares.

- (1) *Use regulations.* A building or premises shall be used only for the following purposes:

- g. Tiny house, permanent or portable, when part of a community unit plan, with a special use permit only."

NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-12, Subpart (1) g. has been added; the original Subpart (1) g. should now be Subpart (1) h.; and the Subparts that follow should be re-lettered accordingly.

Section 7. That Chapter 65, Article II, Section 65-62, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

"Sec. 65-62. – Permits and restrictions.

- (2). *RV parks location.* RV parks will be allowed in the C-2 District, with a special use permit only."

NOTE TO CODIFIER: Please note in Chapter 65, Article II, Section 65-62, Subpart (2) has been modified.

Section 8. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.



CITY OF JACKSON
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Section 9. 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 10. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: May 1, 2023.

SECOND READING: May 1, 2023.

FAILED AND DENIED this 1st day of May, 2023, by a vote of 3 ayes, 4 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Mayor and Board of Aldermen to)
Extend Condolences)

Now comes forth Mayor Dwain L. Hahs to extend condolences, on behalf of the Board of Aldermen, to Alderwoman Wanda Young on the death her husband, Jim Young.

Mayor to Present Letter of Appreciation)
from Bollinger County Sheriff's Office)

Now comes forth Mayor Dwain L. Hahs to present a Letter of Appreciation from the Bollinger County Sheriff's Office for the assistance provided following the April 5, 2023, tornado strike in Bollinger County.

City Administrator James Roach)
requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for two items of real estate in accordance with Section 610.021(2) RSMo and one contractual matter in accordance with Section 610.021(12) RSMo.

Motion to Recess the Meeting to Study)
Session)

On a motion by Alderman Baker, seconded by Alderwoman Liley, to recess the meeting at 6:25 P.M., to convene to the Study Session. Ayes-7; Nays-0; Absent-1.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, May 1, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

.....

Returned to Open Session at 6:37 P.M., from Study Session.

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

Meeting concluded at 6:37 P.M. On a motion by Alderman Baker, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for two items of real estate in accordance with Section 610.021(2) RSMo and one contractual matter in accordance with Section 610.021(12) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Sander-aye; Alderman Baker-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderman Hitt-aye; Alderwoman Williams-aye; Alderman Reiminger-aye; and Alderwoman Young-absent. Ayes-7; Nays-0; Absent-1.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR APRIL 2023

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,113,699.52	252,311.94	205,601.99	61,362.31	-	1,632,975.76
Penalties	5,866.58	1,666.71	1,320.87	386.61	-	9,240.77
Sales Tax	30,949.69	7,354.45	-	-	-	38,304.14
Disconnect Fees	2,395.35	-	-	-	-	2,395.35
Returned Transaction Fees	300.00	-	-	-	-	300.00
Customer Relocation Fees	-	-	-	-	225.00	225.00
Trash Stickers	-	-	-	1,267.00	-	1,267.00
UTILITY COLLECTIONS	1,153,211.14	261,333.10	206,922.86	63,015.92	225.00	1,684,708.02
Adjustments - Services	-	-	-	-	-	-
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,153,211.14	261,333.10	206,922.86	63,015.92	225.00	1,684,708.02
Business/Contractor Licenses	-	-	-	-	980.00	980.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	980.00	980.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	171.29
Cash in bank	-	-	-	-	-	1,685,859.31
Missouri Sales Tax payment	(30,949.69)	(7,354.45)	-	-	-	(38,304.14)
TO CITY TREASURER					\$	1,647,555.17

Respectfully Submitted,



City Collector



CITY CLERK'S REPORT FOR THE MONTH OF APRIL, 2023

ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	200.00	
Electric Service Lines	400.00	
Returned Check Fees	0.00	
URD Services	6,893.64	
Sales Tax Commission	870.60	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		8,364.24

CEMETERY

Sale of Lots	2,000.00	
Sale of Niches	0.00	
Grave Openings	2,750.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		4,750.00

WATER & SEWER

WATER

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

WASTEWATER

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

GENERAL REVENUE

Building Permits	566.57	
Electric Permits	240.00	
Gas Permits	80.00	
Plumbing/Sewer Permits	180.00	
Sewer Tap Permits	0.00	
Public Hearing & Plat Recording	550.00	
Stormwater Review Fees	150.00	
Street Repair or Mowing	0.00	
Gas Franchise	44,872.64	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	35,008.56	
Copies	288.30	
Telephone Franchise Fees	8,963.89	
Fire Cost Recovery	0.00	
Court Fines	0.00	
Court Costs	0.00	
Fingerprint Fee	0.00	
Court Postage	0.00	
Court Warrant Fees	500.00	
Crime Victims Compensation	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,058.00	
Health Insurance Reimbursement	145.72	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		92,603.68

INMATE SECURITY FUND

Inmate Security Court Costs	0.00	
TOTAL		0.00

PARK

Misc. Park Rentals	50.00	
Ballfield Rentals	35.00	
Pavilion Rentals	1,010.00	
TOTAL		1,095.00

TRUST & AGENCY

July 4th Receipts	0.00	
Farmers Market Fees	0.00	
TOTAL		0.00

PARK FOUNDATION

Donations	5,400.00	
Civic Center Donations	0.00	
TOTAL		5,400.00

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	0.00	
Swimming Pool Gate Receipts	0.00	
Softball Entry Fees	1,275.00	
Softball Sponsor Fees	1,000.00	
Softball Tournament Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	835.00	
Baseball Sponsor Fees	1,600.00	
TOTAL		4,710.00

LANDFILL

Refuse Collections	70.00	
Recyclables	1,054.05	
E-Cycle TV/Monitor Fees	645.00	
Royalties	0.00	
TOTAL		1,769.05

RECREATIONAL SALES TAX FUND

Civic Center Rentals	5,664.00	
Civic Center Programs	0.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	702.00	
Civic Center Concessions	228.25	
TOTAL		6,594.25

HEALTH INSURANCE FUND

Health Insurance Reimbursement	1,177.00	
TOTAL		1,177.00

STORMWATER FUND

Stormwater Credit	0.00	
Stormwater Maintenance	214.46	
TOTAL		214.46

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension	686.00	
TOTAL		686.00

REPORT TOTAL		<u>\$127,363.68</u>
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Water & Light Deposit Accounts

APRIL, 2023

Beginning Balance April 1, 2023:	\$282,168.66
TOTAL DEPOSITS	\$13,259.64
TOTAL REFUNDS	\$13,366.13
Ending Balance April 30, 2023:	\$282,062.17

<i>Balance Consists of :</i>	
Checking Account for US Bank	\$72,062.17
Investments	\$210,000.00
	\$282,062.17

CITY TREASURER'S REPORT FOR APRIL, 2023

Item 5.

FUND	FUND BALANCES 04-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 04-30-2023	INVESTMENTS	CASH BALANCE 04-30-2023
ELECTRIC FUND							
Operation & Maintenance	-	1,161,369.10	(139,106.44)	1,022,262.66	-	-	-
Electric Surplus	5,580,152.11	31,188.13	118,593.66	13,079.74	5,716,854.16	4,327,743.63	1,389,110.53
Electric Capital Projects Fund	4,824,842.96	2,366.00	-	4,732.00	4,822,476.96	4,800,000.00	22,476.96
General Revenue	1,623,558.03	441,354.58	(80,107.75)	547,847.25	1,436,957.61	1,400,000.00	36,957.61
Landfill Fund	508,512.25	64,891.55	(7,902.14)	42,039.18	523,462.48	345,000.00	178,462.48
City Park Fund	216,575.74	5,077.91	(6,464.77)	37,888.37	177,300.51	-	177,300.51
Public Park Foundation Fund	122,677.77	5,400.00	-	-	128,077.77	-	128,077.77
Cemetery Fund	989,109.72	9,413.30	(5,152.33)	12,934.06	980,436.63	469,000.00	511,436.63
Band Fund	-	2,452.46	-	2,452.46	-	-	-
Stormwater Maintenance Fund	286,486.54	722.10	-	-	287,208.64	61,000.00	226,208.64
ARPA Fund	2,837,564.43	-	261.63	17,500.00	2,820,326.06	2,500,000.00	320,326.06
Road Use Tax Fund	1,097,880.72	67,589.67	(19,166.66)	418.60	1,145,885.13	1,025,000.00	120,885.13
Sales Tax Fund	2,984,889.13	249,339.51	-	151,517.54	3,082,711.10	3,067,671.00	15,040.10
Fire Protection Sales Tax Fund	3,333.00	56,228.48	-	-	59,561.48	-	59,561.48
Recreation Sales Tax	273,287.34	62,822.75	(1,194.62)	25,960.19	308,955.28	-	308,955.28
Public Safety Sales Tax	1,000.00	112,358.04	-	-	113,358.04	-	113,358.04
Trust and Agency Fund	1,038,023.99	28,675.97	15,898.79	20,039.66	1,062,559.09	920,000.00	142,559.09
Recreational Development	90,524.20	4,710.00	-	9,916.97	85,317.23	-	85,317.23
Transportation Sales Tax	1,293,848.48	123,559.03	500.00	168,879.66	1,249,027.85	1,200,000.00	49,027.85
I-55 Corridor Special Alloc.	1,262.55	-	-	-	1,262.55	-	1,262.55
Capital Projects Construction	550,000.00	-	-	-	550,000.00	-	550,000.00
Economic Development Reserve	1,000,000.00	-	-	-	1,000,000.00	-	1,000,000.00
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	712,791.35	4,049.31	142,317.76	134,887.55	724,270.87	-	724,270.87
Inmate Security Fund	15,773.12	136.00	-	-	15,909.12	-	15,909.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	262,178.87	(179,906.98)	82,271.89	-	-	-
Water Replacement	724,949.74	-	3,510.08	-	728,459.82	715,000.00	13,459.82
Water & Sewer Revenue Bond	632,010.41	-	167,061.63	10,668.95	788,403.09	250,000.00	538,403.09
Water & Sewer Deprec. Res.	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,386,303.94	4,732.00	147,576.94	144,980.19	9,393,632.69	8,765,020.10	628,612.59
Wastewater Operation & Maint.	-	209,345.06	(156,718.80)	52,626.26	-	-	-
Wastewater Replacement	1,077,658.74	-	-	-	1,077,658.74	724,728.48	352,930.26
W & S Construction Fund	881,826.49	-	-	4,247.50	877,578.99	200,000.00	677,578.99
TOTALS	38,868,459.82	2,909,959.82	-	2,507,150.68	39,271,268.96	30,880,163.21	8,391,105.75

Respectfully Submitted,

Cash on Hand	1,475.00
General Account	6,738,458.51
Collectors Account	1,647,555.17
Equitable Sharing Fund	3,617.07

Liza Walker, City Clerk/Treasurer (signed)

TOTAL	8,391,105.75
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MEMO



To: Mayor and Board of Aldermen
From: Don Schuette
Date: Wednesday, May 10, 2023
Re: Power Plant Control Room HVAC Roof Top Unit Replacement Project

Bids were solicited for the Power Plant Control Room HVAC Roof Top Unit Replacement Project.

One properly submitted bid was received and accepted for consideration:

Langford Service Company, Inc of Jackson, MO \$12,225.00

After consideration of the submitted bid, we recommend Langford Service Company, Inc. be awarded the above referenced project.

If you have further questions or concerns please let me know.

Thank you,

Don Schuette

Director of Electric Utilities



Engineering

Heating

Ventilation

Air Conditioning

Plumbing

Item 6.

1116 Lenco Avenue • P.O. Box 405 • Jackson, MO 63755-0405

(573) 243-3238 • (888) 700-7957 • Fax: (573) 243-8057

Date: 4-27-23

To: The City of Jackson

Attention: City Clerk

Reference: Power Plant Control Room HVAC Roof Top Unit Replacement.

At the time of this bid the selected RTU manufactured by Trane has a 3–5-day lead time, while stock inventories remain available. If we are the successful contractor and receive notice when we release the RTU, if the stock inventory has been depleted the RTU lead time will move to 23-25 weeks.

I have selected Trane equipment as it is made in America and of the 3 suppliers that are made in America Trane is the only supplier that currently has a stock inventory of this RTU. All other manufacturers' lead times are currently 25-32 weeks.

Please keep in mind, depending upon our success or not with the bid, when the RTU is released the lead time could far exceed the 60-day time period listed in the bid documents as we have no control over lead times from manufacturers.

If you have any questions, please do not hesitate to contact our office.
Thank you for the opportunity to submit this proposal.

Respectfully Submitted,

Robert B. Langford, PE



PLUMBING • HEATING • AIR CONDITIONING •
RESIDENTIAL, COMERCIAL & INDUSTRIAL VENTILATION

DHS
MAY 1 - 2023

10.32A 1117B

**CITY OF JACKSON, MISSOURI
POWER PLANT CONTROL ROOM HVAC ROOF TOP
UNIT REPLACEMENT PROJECT
BID SHEET**

Note: Please return this page as a cover sheet with each copy of your submittal.

Langford Mechanical + Sheet Metal

proposes to furnish all labor, equipment, and materials for the POWER PLANT CONTROL ROOM HVAC ROOF TOP UNIT REPLACEMENT PROJECT and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BASE BID:

\$ 12,225.⁰⁰ proposed amount for the Power Plant Control Room HVAC Roof Top Unit Replacement Project

The undersigned, an authorized agent of his/her company, hereby certifies:

☒ familiarization with all terms, conditions, and specifications herein stated; and

☒ company is qualified to perform work and services as included.

Submitted on April 27, 2023.

Name of company: Langford Service Company, Inc. d/b/a Langford Mechanical + Sheet Metal

Business address: 1116 Lenco Ave. P.O. Box 405, JACKSON MO 63755

Phone number: 573-243-3238

Fax number: 573-243-8057


Signature of Contractor's Authorized Representative

Robert B. Langford

Printed Name of Contractor's Authorized Representative

* SEE ATTACHED for NOTES

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *LANGFORD MECHANICAL & SHEET METAL, OF JACKSON, MISSOURI*, RELATIVE TO THE *POWER PLANT CONTROL ROOM HVAC ROOF TOP UNIT REPLACEMENT PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

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

FIRST READING: May 15, 2023.

SECOND READING: May 15, 2023.

PASSED AND APPROVED this 15th day of May, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

CONTRACT

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of May, 2023, by and between the **CITY OF JACKSON, MISSOURI**, a municipal corporation, Owner of the Project, hereinafter referred to as “**City**”, and Langford Service Company d/b/a Langford Mechanical & Sheet Metal hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the Power Plant Control Room HVAC Roof Top Unit Replacement Project (“**Project**”), to be completed for the City located at the Power Plant Complex, 420 Florence Street, Jackson, Missouri.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amount named in the bid from the Contractor dated April 27, 2023, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project include the Specifications and Proposal Documents, and Contractor’s bid, all of which are attached hereto and made a part hereof as Exhibit 1, pages 1 through 8. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of Twelve Thousand Two Hundred Twenty-Five Dollars (\$12,225.00).

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

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk
Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Langford Service Company d/b/a Langford
Mechanical & Sheet Metal



Signature

ROBERT B. LANGFORD

Printed Name

Sec / Tres.

Title

EXHIBIT

tabbies

1

BID SPECIFICATIONS AND CONTRACT
FOR

POWER PLANT CONTROL ROOM HVAC ROOF TOP
UNIT REPLACEMENT PROJECT

Issued for Bid on April 12, 2023



CITY OF JACKSON, MISSOURI

101 Court Street
Jackson, Missouri 63755
(573) 243-2300
projects@jacksonmo.org
www.jacksonmo.org

**POWER PLANT CONTROL ROOM HVAC ROOF TOP UNIT PROJECT
BID SPECIFICATIONS AND CONTRACT
TABLE OF CONTENTS**

Document Name

Notice to Bid

Bid Specifications

Bid Sheet

Sample Contract Agreement

NOTICE TO BID

**CITY OF JACKSON, MISSOURI
POWER PLANT CONTROL ROOM HVAC ROOF TOP
UNIT REPLACEMENT PROJECT**

Notice is hereby given that separate sealed bids under the Power Plant Control Room HVAC Roof Top Unit Replacement Project to serve the City of Jackson will be received in the office of the City Clerk at City Hall, 101 Court Street, Jackson, Missouri 63755, until 10:30 a.m. (prevailing local time) on Monday, May 1, 2023. Bids will be publicly opened and read aloud at that time. The envelopes containing the bids must be sealed, addressed, and designated as bids for the "Power Plant Control Room HVAC Roof Top Unit Replacement Project; Attn: City Clerk".

The purpose of this program is to provide all work necessary for the replacement of the HVAC unit in the control room office at the Power Plant Complex located at 420 Florence Street in the City of Jackson.

A pre-bid meeting will not be held. At a minimum, prospective bidders are required to visit the Power Plant Complex located at 420 Florence Street before submitting a bid.

The Bid Specifications, Contract Agreement, Bid Sheet, and other documents may be examined at City Hall in the office of the Public Works Department or a copy may be requested by calling (573) 243-2300.

Physical copies of the Bidding Documents may be examined in the Public Works office at City Hall (101 Court Street). Electronic copies of the Bidding Documents may also be obtained by filling out the online form on the City of Jackson website: www.jacksonmo.org.

The City may issue addenda as may be necessary in the best interest of the City of Jackson. The City reserves the right to waive any informalities or to reject any or all bids. If a contract award is made, it will be made to the lowest and best, responsive, responsible bidder.

All questions should be directed to Mike Biri by email at mbiri@jacksonmo.org, or phone at (573) 243-3536.

Mike Biri
Power Plant Foreman

Publication Date: April 12, 2023 & April 19, 2023

**CITY OF JACKSON, MISSOURI
POWER PLANT CONTROL ROOM HVAC ROOF TOP
UNIT REPLACEMENT PROJECT
SPECIFICATIONS AND PROPOSAL DOCUMENTS**

These Specifications are included in and are a part of the Proposal Documents for this program.

SCOPE OF WORK: The Contractor shall provide all labor, equipment, and materials necessary to complete the removal of the old rooftop unit and installation of a newly manufactured American made roof top 5 ton 460 Volt 3 phase package unit with heat, new digital programmable thermostat, all required ductwork, piping and electrical modifications, all required crane fees, 5 year warranty on the compressor, 1 year warranty on all other parts on HVAC unit and 1 year labor warranty on all materials, equipment and workmanship. Work performed under this contract must be completed satisfactorily to the City. The City shall have the final say in determining such questions.

LOCATION OF WORK: Power Plant Complex located at 420 Florence St., Jackson, Missouri.

WORK DAYS/TIMES: All work shall be performed during the work week of Monday through Friday from 7:30 a.m. through 5:00 p.m.

NOT-TO-EXCEED CONTRACT PRICE: The Contractor shall furnish all labor, equipment, and materials for the Program and to perform all related work as provided for and in accordance with the specifications and proposal documents for a cost-not-to-exceed price as indicated on the proposal sheet. The total compensation to be paid to the Contractor for the performance of the work is a maximum amount and may be reduced during the course of performance of the work based upon the individual unit price values provided to the City by the Contractor on the proposal sheet, subject to the approval of the Electric Utilities Director.

NO GUARANTEE OF WORK: Any award of a proposal shall not obligate the City in any way to use any of the services listed herein or to use the Contractor for any certain period of time. In addition, the City shall not be liable for damages to the Contractor in the event that the City does not use any services proposed herein.

COMMUNICATIONS: The Contractor shall be responsive to City communications via phone, text, email, or in person.

PERMITS AND LICENSES: The Contractor shall, at its own cost, secure all permits and licenses required by City Code and State Statute and give all notices necessary and incidental to lawful prosecution of the work.

LAWS TO BE OBSERVED: The Contractor shall at all times observe and comply with the National Electric Code, all Federal and State Laws and regulations, and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

PROTECTION OF WORK AND PROPERTY: Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property.

COMPLETION DATE: The Contractor shall complete all work within 60 days of contract award, unless otherwise agreed to in writing by both Contractor and City.

PAYMENT: Payment shall be made in one (1) lump sum following the completion of the Project.

REQUIRED INSURANCE: Successful Contractor must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement, at which time the contract may be awarded to the next lowest bidder.

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

All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the City naming the City as an additional insured shall also be required.

No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

BID SHEET: The Contractor must prepare and submit a completed Bid Sheet. By signing, the Contractor acknowledges the agreement with the general specifications, conditions, and Contract requirements.

CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground, the character, quality, and quantities of the work necessary, the character of the equipment and facilities needed for the execution of work, the general and local conditions, and all other matters which can in any way affect the work under this Contract.

QUALIFICATIONS: To ensure a high-quality level of operations during this program, Bidders must demonstrate minimum experience and qualifications. Upon request, bidders must provide evidence of experience in successfully operating and managing this type of business.

CHOICE OF LAWS AND VENUE: This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

WARRANTY: Work will be completed to meet the Warranty & Specification requirements and periodically inspected. Contractor will issue a one (1) year labor and material warranty for workmanship; five (5) year warranty on the compressor; and a one (1) year warranty on all other parts on the HVAC unit. If there is a point failure due to workmanship by Contractor personnel, Contractor will provide free labor and material to correct these problem(s).

SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may be changed or terminated only by an instrument in writing signed by the party against whom enforcement of such change or termination sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

DHS
MAY 1 - 2023

10.824 1117B

CITY OF JACKSON, MISSOURI
POWER PLANT CONTROL ROOM HVAC ROOF TOP
UNIT REPLACEMENT PROJECT
BID SHEET

Note: Please return this page as a cover sheet with each copy of your submittal.

Langford Mechanical + Sheet Metal

proposes to furnish all labor, equipment, and materials for the POWER PLANT CONTROL ROOM HVAC ROOF TOP UNIT REPLACEMENT PROJECT and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BASE BID:

\$ 12,225.⁰⁰ proposed amount for the Power Plant Control Room HVAC Roof Top Unit Replacement Project

The undersigned, an authorized agent of his/her company, hereby certifies:

☒ familiarization with all terms, conditions, and specifications herein stated; and

☒ company is qualified to perform work and services as included.

Submitted on April 27, 2023.

Name of company: Langford Service Company, Inc. d/b/a Langford Mechanical + Sheet Metal

Business address: 1116 Lenco Ave. P.O. Box 405, Jackson MO 63755

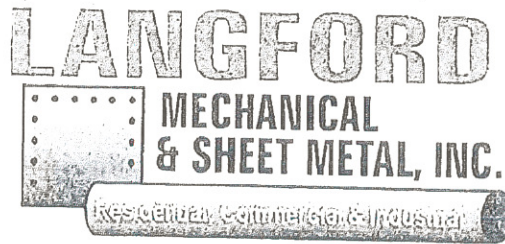
Phone number: 573-243-3238

Fax number: 573-243-8057

[Signature]
Signature of Contractor's Authorized Representative

Robert B. Langford
Printed Name of Contractor's Authorized Representative

* SEE ATTACHED for NOTES



Engineering

Heating

Ventilation

Air Conditioning

Plumbing

1116 Lenco Avenue • P.O. Box 405 • Jackson, MO 63755-0405

(573) 243-3238 • (888) 700-7957 • Fax: (573) 243-8057

Date: 4-27-23

To: The City of Jackson

Attention: City Clerk

Reference: Power Plant Control Room HVAC Roof Top Unit Replacement.

At the time of this bid the selected RTU manufactured by Trane has a 3-5-day lead time, while stock inventories remain available. If we are the successful contractor and receive notice when we release the RTU, if the stock inventory has been depleted the RTU lead time will move to 23-25 weeks.

I have selected Trane equipment as it is made in America and of the 3 suppliers that are made in America Trane is the only supplier that currently has a stock inventory of this RTU. All other manufacturers' lead times are currently 25-32 weeks.

Please keep in mind, depending upon our success or not with the bid, when the RTU is released the lead time could far exceed the 60-day time period listed in the bid documents as we have no control over lead times from manufacturers.

If you have any questions, please do not hesitate to contact our office.
Thank you for the opportunity to submit this proposal.

Respectfully Submitted,

Robert B. Langford, PE



PLUMBING • HEATING • AIR CONDITIONING •
RESIDENTIAL, COMMERCIAL & INDUSTRIAL VENTILATION

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *CAPRI POOLS & AQUATICS, OF EDWARDSVILLE, ILLINOIS*, RELATIVE TO THE PURCHASE AND INSTALLATION OF A CHEMICAL CONTROLLER AT THE CITY POOL; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Capri Pools & Aquatics, of Edwardsville, 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 contract.

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

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

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

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

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

FIRST READING: May 15, 2023.

SECOND READING: May 15, 2023.

PASSED AND APPROVED this 15th day of May, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

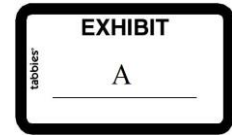
(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

CONTRACT



THIS CONTRACT is made and entered into this ____ day of May, 2023, by and between the ***CITY OF JACKSON, MISSOURI***, a municipal corporation, (the “City”) and **CAPRI POOLS & AQUATICS** (the “Company”), **WITNESSETH:**

WHEREAS, the City has determined that it requires the purchase and installation of equipment at the City Pool located at 1003 N. High Street; and,

WHEREAS, the Company submitted appropriate qualifications for the sale and installation of equipment; and,

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

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

SECTION A – Scope

1. The Company hereby acknowledges that it shall provide and install a new BECSys5 chemical controller that will include communications, lighted flow cell with pH, ORP, temp and CP-1 (PPM) (“Equipment”), all as required in the attached Exhibit A, consisting of one (1) page and titled “Proposal”, which is made a part hereof.
2. The Company shall perform all work during the week of Monday through Friday from 8:00 a.m. through 5:00 p.m.
3. The Company shall complete all work within sixty (60) days of execution of this Contract unless otherwise agreed to in writing by both Company and City.

SECTION B – Authorization of Services

1. Required services for installation of the Equipment described in Exhibit A.

2. Specific assignments for recommended additional services require the Company to submit a “change order” to the City containing a written scope of work and cost estimate schedule. A written notice to proceed from the City must be obtained by the Company prior to commencing with any recommended additional services.

SECTION C – Compensation for Company’s Services

1. The City shall pay the Company Eight Thousand Two Hundred Fifty Dollars (\$8,250.000) in one lump sum following the completion of installation of the Equipment.
2. Invoices for change orders approved in writing by the City are to be submitted on a monthly basis. Invoices should include the project name and a brief description of the services provided during the billing period. Separate invoices should be submitted per specific assignment. All invoices are to be sent to the attention of the Park Director.

SECTION D – Miscellaneous Provisions

1. The Company agrees to a one (1) year labor and material warranty for workmanship. If there is a failure, the Company will provide free labor and material to correct the problem.
2. No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without written consent and approval of the Park Director. The subletting of the work shall in no way relieve the Company of primary responsibility for the quality and performance of the work. The Company will give personal attention to the faithful completion of the work and will keep all aspects of the work under Company’s control.

3. Subcontracting shall not, under any circumstances, relieve the Company of liability or of any obligations under this Contract. The Company shall at all times have a supervising representative other than the subcontractor at a work site.
4. Work performed under this Contract must be satisfactory to the City. The City shall have the final say in determining such questions. Unsatisfactory work shall be sufficient justification for immediate termination of this Contract.
5. The Company must furnish the City with a certificate of insurance reflecting proof of public liability, property damage, and workmen's compensation insurance, as follows:
 - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
 - Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
 - Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
 - Additional Insured Endorsement naming the City of Jackson as an additional insured.
6. Certificates of insurance must be in a form acceptable to the City. Company shall provide the City ten days written notice prior to canceling insurance coverage. The City shall have absolute discretion as to the sufficiency of Company's insurance.
7. No provision of this Contract shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

8. To the fullest extent permitted by law, Company agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the sale and installation of Equipment under this Contract involving an injury, death, or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of Company, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the Company or anyone for whose acts the Company may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.
9. The Company shall comply with all federal, state and municipal laws, regulations and ordinances, including, but not limited to, environmental and labor statutes and regulations.
10. The Company agrees that during the life of this Contract it will not discriminate against any employee, applicant for employment or subcontractor because of race, religion and national origin. A similar nondiscrimination provision will be included in all subcontracts entered into in the performance of this Contract. Violation of this provision shall be good cause for the City to terminate this Contract, and any payment due or subsequently accruing to the Company under this Contract may be subject for forfeiture in the event of violation of this paragraph.
11. This Contract shall bind the parties hereto, their successors and assigns.

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

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

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

CAPRI POOLS & ACQUATICS

By: _____
Signature/Title

PROPOSAL

22 Gateway Commerce Center Drive W
Suite 110
Edwardsville, IL 62025

Pulsar Equipment and Product Sales Agreement

Capri Pools & Aquatics ('Dealer') shall provide 1 each Pulsar Precision calcium hypochlorite feeders for the Main Pool at no cost to City of Jackson, MO, ('Customer'). This equipment agreement includes the feeders only, installation services will be billed at \$1,725.00, excluding any electrical (provided by Owner if needed).

The Customer shall purchase Pulsar Plus Briquettes from Dealer for a term of 3 years beginning at the date of Agreement. No other chemical is acceptable for use in the Pulsar feeders. Use of non-authorized chemicals would result in void of warranties.

Capri Pools & Aquatics shall provide 50 lb. pails of Pulsar Plus Briquettes (shipped and delivered in pallet quantity of 24 pails) at a price of \$165.00 per pail (\$3,960.00 per shipment). The total volume of product for this Agreement is 7,500 lbs. *Product pricing is valid for 12 months from start of Agreement and subject to annual increases.*

Dealer shall perform equipment start-up services, training on operation and provide operation and maintenance manuals. Customer shall be responsible for the maintenance and care of equipment. Any repairs to be made by Dealer occurring from negligence shall be invoiced on a time (portal to portal) and material basis.

Dealer to provide standard warranties of the equipment as provided by the manufacturer. A copy of said warranty statement is attached to this Agreement.

At the end of the Agreement term, the customer shall take full ownership of equipment. The value of said equipment (\$5,750.00) shall be amortized over the period of the Agreement, based on the volume of product purchased. If during the Agreement period Customer purchases any Pulsar products from parties other than Dealer, Customer shall pay the unamortized balance of the equipment purchase price.

This Equipment and Product Sales Agreement is made this _____ day of _____ and shall be in full affect for the term of 3 years.

Dealer, Capri Pools & Aquatics

Customer, City of Jackson Missouri

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *CAPRI POOLS & AQUATICS, OF EDWARDSVILLE, ILLINOIS*, RELATIVE TO THE PURCHASE OF CHEMICALS AND THE INSTALLATION OF A CHEMICAL FEEDER AT THE CITY POOL; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Capri Pools & Aquatics, of Edwardsville, 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 contract.

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

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

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

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

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

FIRST READING: May 15, 2023.

SECOND READING: May 15, 2023.

PASSED AND APPROVED this 15th day of May, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

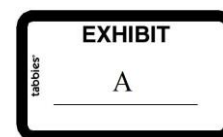
(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

CONTRACT



THIS CONTRACT is made and entered into this ____ day of May, 2023, by and between the ***CITY OF JACKSON, MISSOURI***, a municipal corporation, (the “**City**”) and **CAPRI POOLS & AQUATICS** (the “**Company**”), **WITNESSETH:**

WHEREAS, the City has determined that it requires the purchase of chemicals and installation of equipment at the City Pool located at 1003 N. High Street; and,

WHEREAS, the Company submitted appropriate qualifications for the sale of chemicals and installation of equipment; and,

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

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

SECTION A – Scope

1. The Company hereby acknowledges that it shall provide and install a new Pulsar Precision chemical feeder, including startup services, operation training, and provide copies of operation and training manuals (“Equipment”), all as required in the attached Exhibit A, consisting of one (1) page and titled “Proposal”, which is made a part hereof.
2. The Company shall perform all work during the week of Monday through Friday from 8:00 a.m. through 5:00 p.m.
3. The Company shall complete the equipment installation work within sixty (60) days of execution of this Contract unless otherwise agreed to in writing by both Company and City.

SECTION B – Authorization of Services

1. Required services for installation of the Equipment described in Exhibit A.

SECTION C – Compensation for Company's Services

1. The Equipment shall be provided to the City by the Company at no charge so long as the City purchases from Company, Pulsar Plus Briquettes ("Product") for the years 2023, 2024, and 2025 in the total amount of 7,500 pounds. The value of the Equipment is Five Thousand Seven Hundred Fifty Dollars (\$5,750.00). For each 2,500 pounds of Product purchased by the City from the Company, City shall receive a credit of one-third against the value of the Equipment. At the conclusion of the city's purchase of 7,500 pound of product on or before December 31, 2025, the City will receive ownership of the Equipment.
2. The City shall pay the Company One Thousand Seven Hundred and Twenty-Five Dollars (\$1,725.00) for the installation of the Equipment. Said amount shall be paid in one lump sum following the completion of installation of the Equipment.

SECTION D – Miscellaneous Provisions

1. The Company agrees to provide standard warranties for the Equipment as provided by the manufacturer. A copy of said warranty statement is attached hereto and made a part hereof as Exhibit B.
2. No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without written consent and approval of the Park Director. The subletting of the work shall in no way relieve the Company of primary responsibility for the quality and performance of the work. The Company will give

- personal attention to the faithful completion of the work and will keep all aspects of the work under Company's control.
3. Subcontracting shall not, under any circumstances, relieve the Company of liability or of any obligations under this Contract. The Company shall at all times have a supervising representative other than the subcontractor at a work site.
 4. Work performed under this Contract must be satisfactory to the City. The City shall have the final say in determining such questions. Unsatisfactory work shall be sufficient justification for immediate termination of this Contract.
 5. The Company must furnish the City with a certificate of insurance reflecting proof of public liability, property damage, and workmen's compensation insurance, as follows:
 - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
 - Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
 - Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
 - Additional Insured Endorsement naming the City of Jackson as an additional insured.
 6. Certificates of insurance must be in a form acceptable to the City. Company shall provide the City ten (10) days written notice prior to canceling insurance coverage. The City shall have absolute discretion as to the sufficiency of Company's insurance.

7. No provision of this Contract shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.
8. To the fullest extent permitted by law, Company agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the sale and installation of Equipment under this Contract involving an injury, death, or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of Company, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the Company or anyone for whose acts the Company may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.
9. The Company shall comply with all federal, state and municipal laws, regulations and ordinances, including, but not limited to, environmental and labor statutes and regulations.
10. The Company agrees that during the life of this Contract it will not discriminate against any employee, applicant for employment or subcontractor because of race, religion and national origin. A similar nondiscrimination provision will be included in all subcontracts entered into in the performance of this Contract. Violation of this provision shall be good cause for the City to terminate this Contract, and any payment

due or subsequently accruing to the Company under this Contract may be subject for forfeiture in the event of violation of this paragraph.

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

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

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

CAPRI POOLS & ACQUATICS

By: _____
Signature/Title

Pulsar Equipment and Product Sales Agreement

Capri Pools & Aquatics ("Dealer") shall provide 1 each **Pulsar Precision** calcium hypochlorite feeders for the **Main Pool** at no cost to **City of Jackson, MO**, ("Customer"). This equipment agreement includes the feeders only, installation services will be billed at **\$1,725.00**, excluding any electrical (provided by Owner if needed).

The Customer shall purchase **Pulsar Plus Briquettes** from Dealer for a term of **3** years beginning at the date of Agreement. No other chemical is acceptable for use in the Pulsar feeders. Use of non-authorized chemicals would result in void of warranties.

Capri Pools & Aquatics shall provide **50 lb.** pails of **Pulsar Plus Briquettes** (shipped and delivered in pallet quantity of 24 pails) at a price of **\$165.00** per pail (**\$3,960.00** per shipment). The total volume of product for this Agreement is **7,500** lbs. *Product pricing is valid for 12 months from start of Agreement and subject to annual increases.*

Dealer shall perform equipment start-up services, training on operation and provide operation and maintenance manuals. Customer shall be responsible for the maintenance and care of equipment. Any repairs to be made by Dealer occurring from negligence shall be invoiced on a time (portal to portal) and material basis.

Dealer to provide standard warranties of the equipment as provided by the manufacturer. A copy of said warranty statement is attached to this Agreement.

At the end of the Agreement term, the customer shall take full ownership of equipment. The value of said equipment (**\$5,750.00**) shall be amortized over the period of the Agreement, based on the volume of product purchased. If during the Agreement period Customer purchases any Pulsar products from parties other than Dealer, Customer shall pay the unamortized balance of the equipment purchase price.

This Equipment and Product Sales Agreement is made this _____ day of _____ and shall be in full affect for the term of **3** years.

Dealer, Capri Pools & Aquatics

Customer, City of Jackson Missouri

By: _____

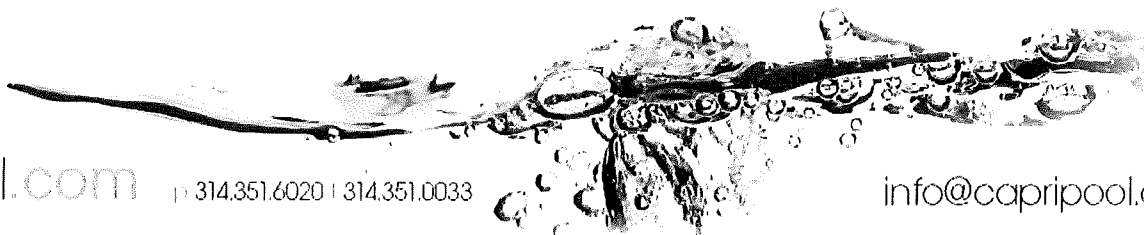
By: _____

Title: _____

Title: _____

Date: _____

Date: _____



MAY 4, 2023

Main Street Corridor Pedestrian Safety Study

Final Report

City of Jackson, Missouri

Prepared for:

City of Jackson
101 Court Street
Jackson, Missouri 63755

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Introduction

Main Street is an integral link in the City of Jackson’s transportation network, providing residents and visitors access to Uptown Jackson and many nearby destinations. There are, however, numerous challenges along the corridor that deter pedestrian activity and access to nearby retail, employment, and educational opportunities. In 2022, the City of Jackson applied for and was awarded a MoDOT Traffic Engineering Assistance Program (TEAP) grant to examine conditions along the corridor and develop recommendations to create a safer, more accessible, and more attractive pedestrian environment. The study area extends along Main Street from SR 72 (West Jackson Boulevard) to the west, through Uptown Jackson, to US 61 (Hope Street) to the east, as shown in **Figure 1**.



Figure 1. Study Corridor

Purpose and Study Objective

The purpose of this study is to evaluate traffic conditions and recommend strategies to reduce traffic speeds in the corridor with an overarching goal of improving safety and fostering a more welcoming environment for pedestrians and non-motorized users. The recommendations range from low-cost improvements for immediate implementation to long-term opportunities that may require greater planning, design, community engagement, and funding.

Relevant Plans and Studies

The City of Jackson and the Southeast Metropolitan Planning Organization (SEMPO) have completed several plans and studies that include analysis and recommendations for transportation improvements relevant to this study. From the City's Comprehensive Plan and City Wide Transportation Master Plan to the SEMPO Metropolitan Transportation Plan (MTP), these plans provide overarching goals, specific recommendations, and key policies to shape the future of transportation in Jackson and the surrounding region. Many of these documents stress the importance of pedestrian safety and mobility, not just as key components of the larger multimodal transportation system, but also as substantive contributors to the economic development, community health, and overall quality of life. In the City of Jackson's 2009 Comprehensive Plan, for example, pedestrian infrastructure and amenities are identified as key objectives that fall under multiple themes and goals, including city image and identity, residential neighborhoods, commercial and retail areas, environmental features and open space, and transportation and circulation. Specific recommendations include sidewalk connectivity, streetscape enhancements, and the elimination of dangerous and unnecessary curb cuts (driveways) along commercial corridors like Main Street. The 2018 SEMPO Regional Bicycle and Pedestrian Plan also includes specific recommendations for enhancements to Main Street, namely new sidewalks along Main Street from SR 72 to Farmington Road.

In 2020, SEMPO completed an ADA Transition Framework Plan for the cities of Cape Girardeau and Jackson. The plan provided a self-evaluation of non-MoDOT Public Rights-of-Way (PROW) within the two cities to assist them in creating a full ADA Transition Plan. A full ADA Transition Plan requires the additional steps of a self-evaluation of all public buildings and properties, the creation of a schedule and implementation plan, adoption of a grievance policy, and a public engagement period. However, the plans funded by SEMPO provide them with a significant step forward.

Applicable local and regional plans, along with the date and/or year of adoption are listed below:

- City of Jackson Comprehensive Plan – December 2009
- Jackson Parks Master Plan – 2014
- Jackson Emergency Operations Plan – July 2018
- Jackson City Wide Transportation Plan – January 2018
- SEMPO ADA Transition Framework Plan – December 2020
- SEMPO Regional Bicycle and Pedestrian Plan – April 2018
- SEMPO Metropolitan Transportation Plan – 2021

Any pedestrian and safety improvements proposed for the Main Street corridor would align with the goals previously set in the before mentioned plans.

Existing Study Area

In order to evaluate traffic conditions and recommend strategies to reduce traffic speeds in the corridor, it was first necessary to understand the current context and conditions along Main Street, including land use, roadway geometry, traffic, and operating conditions.

Land Use Context

As the western entrance to Uptown Jackson, Main Street gradually transitions from lower density residential and services to higher density commercial, office, and institutional uses in the heart of Uptown. This transition is shown in the Corridor Context Map (**Figure 2**) on page 4, which also displays a quarter-mile buffer around the study corridor and highlights schools, churches, parks, and other prominent destinations within walking distance of Main Street.

From West Jackson Boulevard to Bast Street, Main Street is lined with single family residences zoned R-2 Single Family Residential. From Bast Street east to Union St, single family homes are interspersed among local businesses, including Bollinger Auto Repair, Southern Bank, Ford and Sons Funeral Home, SEMO Specialties & Sports, Fuel Bar + Taco, Willis Insurance Services, Farmers Insurance, and Jackson Family Dental. Most businesses supply off-street parking for patrons and employees. All parcels along this segment of Main Street are zoned C-3 Central Business District.

From Union Street to Missouri St, large lot commercial and industrial line the corridor and are zoned either C-3 Central Business District or I-1 Light Industrial. Businesses along this section of the corridor include Elite Trends Salon, Str8 Edge Barber Shop, The Busy Bee, Dollar General, Westrock Orthodontics, Southeast HealthPoint Plaza, Jackson Deli, Subway, NLC Lenco Automotive, and First State Community Bank. Nearly all businesses along the corridor supply off-street parking for patrons and employees. Frequent and sometimes very wide ingress and egress drives to adjacent parcels increase pedestrian exposure to motor vehicle traffic accessing businesses along the corridor.

The eastern-most segment of the corridor from Missouri Street to Hope Street embodies the Uptown Jackson urban form, with two-story office and mixed-use buildings with minimal to no setbacks from the sidewalk lining both sides of Main Street. Parcels along this segment are all zoned C-3 Central Business District. Businesses and services along the corridor include Jackson City Hall, Strickland Engineering, Jackson Audio & Music Supply (JAMS), Fringe Boutique, Cape Girardeau County Historical Society, and the historic county courthouse. There are also numerous retail, restaurant, and professional services along Court Street and High Street.

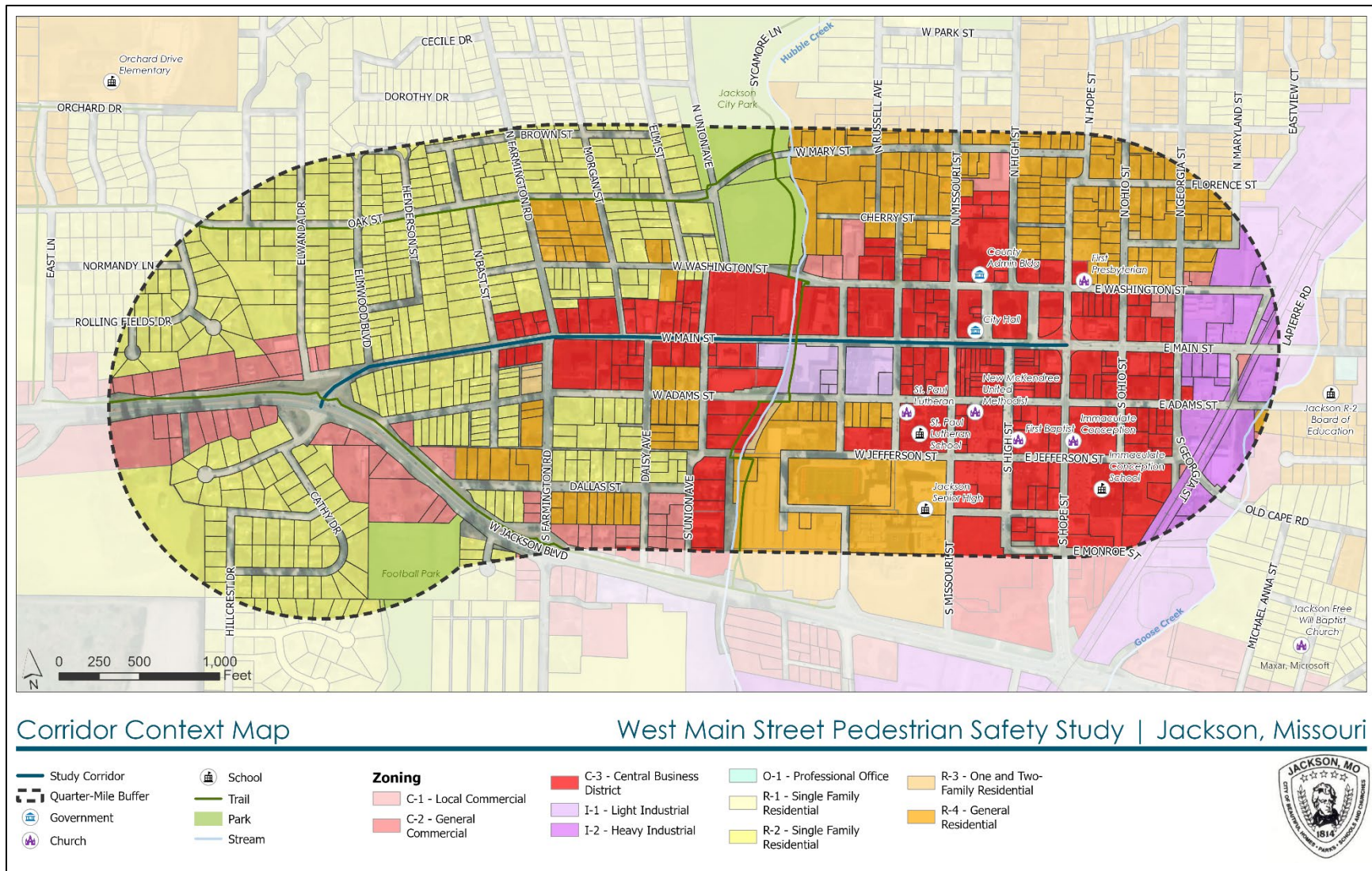


Figure 2. Corridor Context Map

Existing Roadway Network

Main Street is functionally classified as a minor arterial with a posted speed limit of 30 miles per hour (mph) along the study corridor. The speed limit decreases to 20 mph east of Russell Street. Main Street serves several commercial businesses on both sides of the road. However, there are posted signs restricting truck traffic except for local deliveries along Main Street beginning at SR 72. Along this corridor, Main Street consists of one lane in each direction. East of Farmington Road, Main Street widens to provide on-street parking. On-street parking spaces are marked east of Russell Street. There are no signalized intersections along the study corridor, with the exception of SR 72 and Main Street.

SR 72 (West Jackson Boulevard) is MoDOT owned and maintained principal arterial with a posted speed limit of 40 mph within the study area. SR 72 has two lanes in each direction with a physical median. The intersection of SR 72 and Main Street is signalized. The eastbound and westbound approaches along SR 72 consist of one left-turn lane, one through lane, and one shared through/right-turn lane. The northbound and southbound approaches along Main Street consist of one left-turn lane and one shared through/right-turn lane. The right turn for all approaches is channelized.

Farmington Road is functionally classified as a minor arterial with a posted speed limit of 30 mph within the study area. Similar to Main Street, Farmington Road has posted signs restricting truck traffic except for local deliveries. Farmington Road typically has one lane in each direction. The intersection of Farmington Road and Main Street is all-way stop controlled. The eastbound and westbound approaches along Main Street consist of one shared lane. The northbound approach along Farmington Road consists of one left-turn lane and one shared through/right-turn lane. The southbound approach along Farmington Road consists of one shared lane.

Union Avenue, Oklahoma Street, Russell Street, Missouri Street, Court Street, and High Street are all functionally classified as local roads. Each of their intersections with Main Street are side-street stop controlled where traffic traveling along Main Street travels freely. All of the approaches consist of a single shared lane. It should be noted that High Street is one-way southbound.

US 61 (Hope Street) is functionally classified as a minor arterial with a posted speed limit of 30 mph within the study area. Within the study area, US 61 typically consists of one lane in each direction. The intersection of US 61 and Main Street is a single-lane roundabout. The posted speed through the roundabout is 15 mph. The roundabout provides a wide mountable apron for trucks to navigate through. However, there are posted signs restricting truck traffic except for local deliveries.

Figure 3 depicts the existing lane configuration and traffic control for the main intersections along the study corridor.

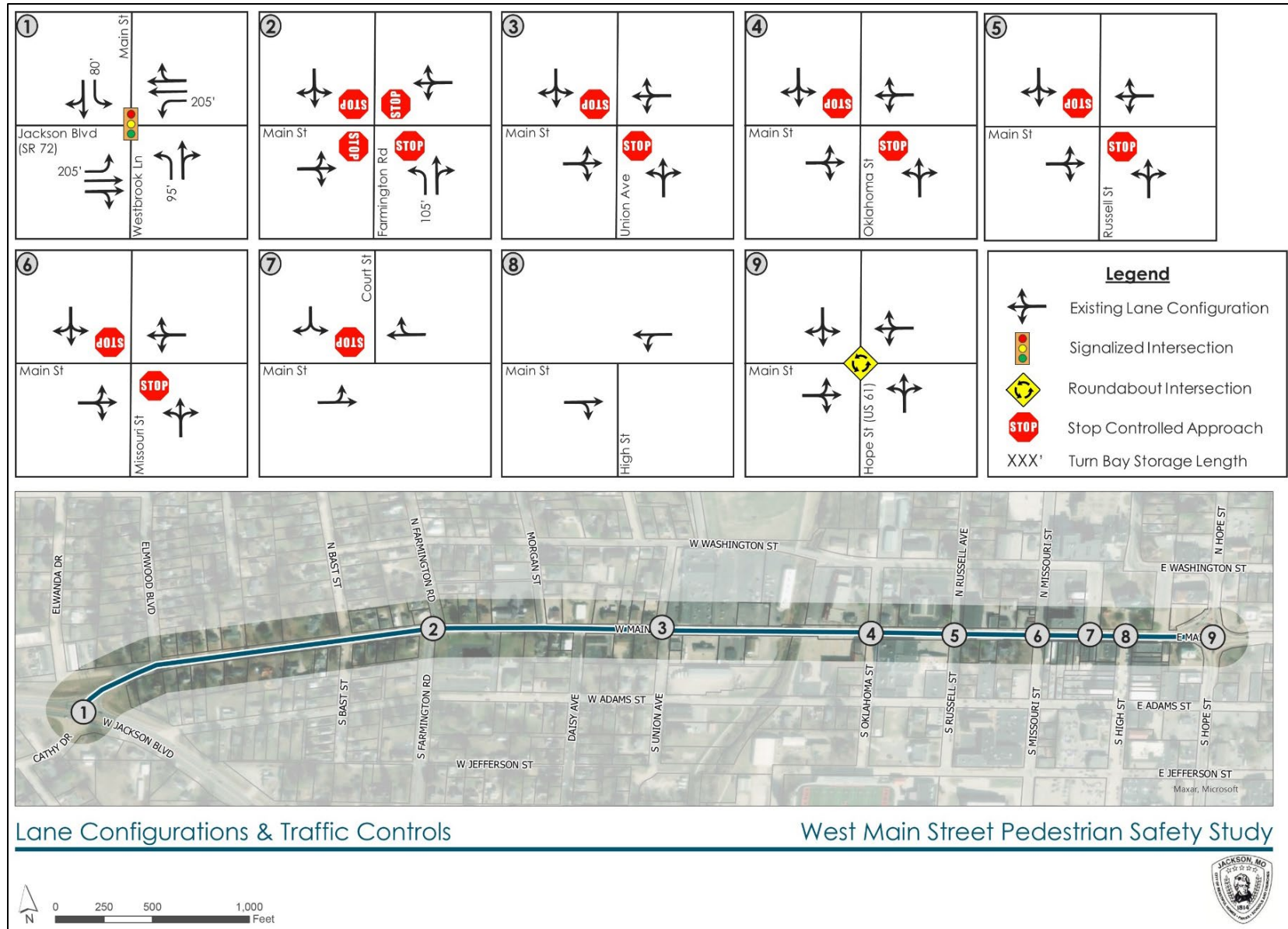


Figure 3. Existing Lane Configuration and Traffic Control

The presence of on-street parking along the corridor varies in relation to land use and available roadway width. As mentioned above, parking is not permitted west of Farmington Road East of Farmington Road, parking is permitted on every block, though it is only striped from Missouri Street to Hope Street. In total, there are approximately 111 parking spaces along the corridor. Twenty-eight of these are marked parking spaces east of Missouri Street, and the remaining 83 are unmarked parking spaces located west of Missouri Street. **Figure 4** below depicts the location and number of parking spaces by block.



Figure 4: On-Street Parking

Existing Multimodal Accommodations

As previously noted, Main Street serves several commercial uses and provides a connection to the Hubble Creek Recreation Trail. In addition, Jackson City Park is located approximately two blocks north of Main Street. Given Main Street’s proximity to businesses as well as parks and trails, safe multimodal accommodations are necessary to promote walking and biking throughout this corridor.

At the SR 72 intersection, a continental crosswalk is provided across the westbound Main Street approach to support safe crossings for pedestrian traveling along the pedestrian path on the north side of SR 72. There are, however, no crosswalks to support pedestrian movements across SR 72. There are no sidewalks or bicycle facilities provided along Main Street between SR 72 and Farmington Road. East of Farmington Road, Main Street has sidewalks on both sides of the street. There is no pedestrian crossing at the intersection of Main Street and Farmington Road, where the crosswalks begin on the east side of the intersection. The first marked pedestrian crossing is located at Union Street where a diagonal continental striped crosswalk is provided. Pedestrian crossing signs are also provided along eastbound Main Street for this crossing. Union Street is not aligned at Main Street and jogs to the left, which resulted in the requirement for a diagonal crossing.

There is a pedestrian hybrid beacon located along Main Street at the Hubble Creek Recreation Trail. Signs and push buttons as well as a continental striped crosswalk are provided at this location. Continental striped crosswalks are provided along both sides of Main Street at Oklahoma Street. However, standard striping is provided along both sides of Oklahoma Street. The same crosswalk striping is provided at Main Street and Russell Street, where continental striping is provided along both sides of Main Street and standard striping is provided along both sides of Russell Street. Standard striped crosswalks are provided along all four legs of Main Street and Missouri Street. In addition, dyed or stamped concrete has been used in the crosswalks to further demarcate the pedestrian space. Pedestrian crossing signs are provided along eastbound Main Street in anticipation of the crossing at Missouri Street.

There are dyed or stamped concrete crosswalks provided along the west side and north side of Main Street's intersection with Court Street. There is a triangular stamped crosswalk provided at Main Street and High Street which provides a direct connection to the Courthouse. Pedestrian crossing signs and dyed or stamped crossings are provided at the entrances to the roundabout at US 61.

While pedestrian crossings are provided at the major intersections along Main Street, there are curb cuts throughout Main Street providing access to residential housing as well as the commercial businesses. Pedestrians and bicyclists must regularly cross these curb cuts as they walk along Main Street, putting them in conflict with vehicles.

Existing Traffic Calming Implementations

Jackson, MO has made efforts to provide traffic calming measures throughout the city, specifically along Main Street. There are curb bump-outs provided at High Street where it intersects with Main Street. There are also curb bump-outs along Court Street where it intersects with Main Street. Additionally, as previously noted several crosswalks along the corridor are stamped to help enhance visibility. A pedestrian hybrid beacon is provided where Main Street intersects the Hubble Creek Recreation Trail, and pedestrian crossing signs are provided in anticipation of some pedestrian crossings.

Existing Traffic Volumes

Traffic volumes were collected over a 48-hour period in February 2023 at the following sections along Main Street:

- State Route 72 to Farmington Road
- S. Missouri Street to US 61
- Hubble Creek to S. Missouri Street
- Farmington Road to Hubble Creek

The composition of vehicle classification along the study corridor is shown in **Figure 5**. As shown, approximately 58% of the vehicles along the study corridor are passenger vehicles, followed by vans and pickups which make up approximately 38% of all vehicles. Buses and trucks as well as tractor trailers each represent approximately 2% of total vehicles. Overall, the study corridor is comprised of approximately 4% heavy vehicles.

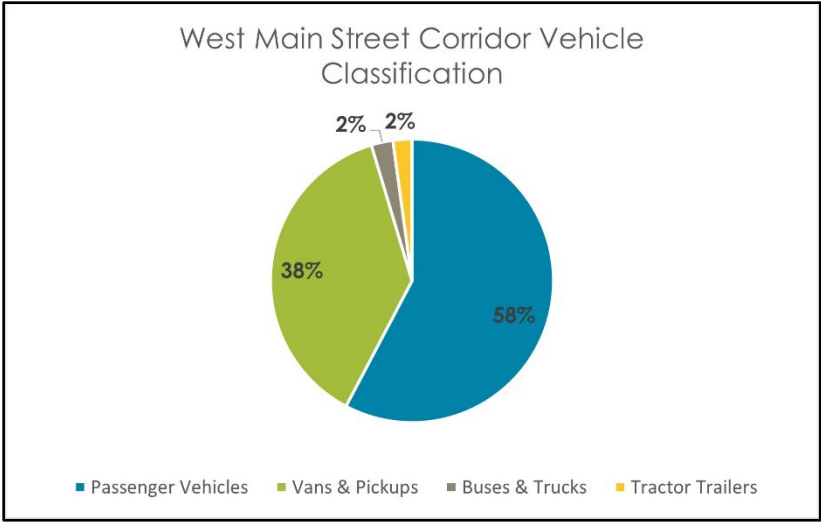


Figure 5. Main Street Corridor Vehicle Classification

The existing traffic counts are summarized in **Figure 6**. Based upon a review of the traffic data, it was determined that the AM peak hour occurred between 7:00 AM – 8:00 AM and the PM peak hour occurred between 3:00 PM – 4:00 PM. It should be noted that traffic counts are only provided for the eastbound and westbound directions of each respective section along Main Street. As shown, the S. Missouri Street to US 61 section experiences the highest traffic volumes and the State Route 72 to Farmington Road section experiences the lowest traffic volumes.

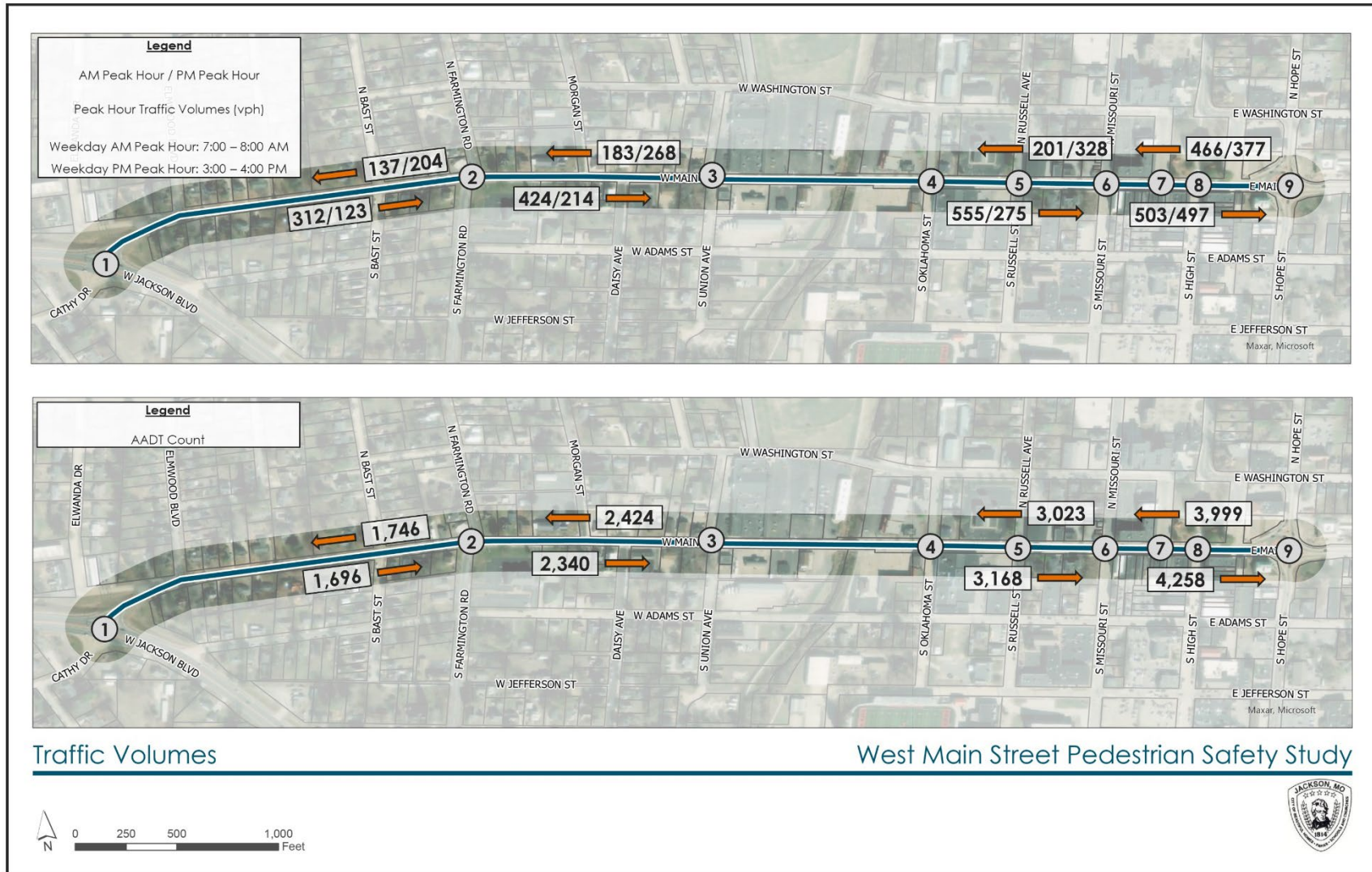


Figure 6. 2023 Existing Traffic Volumes

Intersection Sight Distance and Visibility

While no sight distance calculations were performed as part of this analysis, there are several intersections of note in which there are sight distance concerns. Several intersections, such as Main Street and High Street, Main Street and Missouri Street, and Main Street and Oklahoma Street have buildings near the corner of the intersection, blocking the view of vehicles along Main Street. While the buildings cannot be moved to provide better sight distance, care should be taken to ensure that vehicles can safely maneuver despite the limited sight distance.

In addition, there is a vertical curve along Main Street beginning near Oklahoma Street through US 61/Hope Street. This curve also creates sight distance issues for vehicles along this corridor. Similar to the buildings creating sight distance issues, the vertical curvature of the roadway cannot be changed. Main Street runs east-west. The rising sun may create visibility issues for eastbound vehicles, especially along the vertical curve. In 2022 there was a pedestrian crash and part of the cause was due to the visibility issues caused by the sun blinding the driver. Therefore, care should be taken to ensure that vehicles can safely maneuver despite the limited sight distance caused by the vertical curve.

Vehicle Speeds

Vehicle speeds were collected along the same four segments of Main Street as the traffic counts over a 48-hour time period in February 2023.

The posted speed limit along Main Street is 30 mph west of Russell Street and 20 mph east of Russell Street. As shown in **Table 1**, the average speed throughout the corridor does not stray too far from the posted speed limits. Where the posted speed limit is 30 mph, the average speed is 30.8 mph. Where the posted speed limit is 20 mph, the average speed is 22.5 mph. The 85th percentile speed represents the speed at which 85 percent of all vehicles travel under during free-flowing conditions. The 85th percentile speed where the posted speed limit is 30 mph is 35.7 mph and the 85th percentile speed along the 20-mph section of the corridor is 27.5 mph.

The section of Main Street which has a posted speed limit of 20 mph experiences the highest deviation in vehicle speeds. This section does not appear to have significant changes in the roadway which would encourage lower speeds. However, there is a vertical curve beginning near Oklahoma Street, which is one block west of where the speed limit drops, that may encourage lower speeds.

It should be noted that approximately 1% of all vehicles along the Main Street corridor travel at a speed of 55 mph or over. These high speeds pose safety concerns along the corridor.

Table 1. Main Street Corridor Vehicle Speeds

Main Street Segment	Direction	Average Speed (mph)	85 th Percentile Speed (mph)	Vehicles traveling over 55 mph
30 mph Posted Speed Limit				
State Route 72 to Farmington Road	Eastbound	31	35	0.21%
	Westbound	34	39	0.17%
Farmington Road to Hubble Creek	Eastbound	30	34	1.56%
	Westbound	28	33	0.92%
	Eastbound	29	34	0.91%

Hubble Creek to S. Missouri Street	Westbound	33	39	1.62%
Average		30.8	35.7	0.90%
<u>20 mph Posted Speed Limit</u>				
S. Missouri Street to US 61	Eastbound	22	28	1.05%
	Westbound	23	27	0.71%
Average		22.5	27.5	0.88%

Crash History

Crash data for the study area was obtained from 2013 through 2022. Crashes selected for this analysis include crashes occurring along Main Street as well as crashes occurring on intersecting streets within 132 feet of Main Street, thereby qualifying as an intersection-related crash. A total of 183 crashes occurred in the study area during the ten-year period. The number of crashes annually varied over the ten-year period, from a low of eight in 2016 to a high of 27 in 2017. A crash dashboard, shown in **Figure 7**, was created to analyze trends in crash type, contributing circumstances, time-of-day occurrence, and lighting conditions that would be indicative of potential correctable safety issues.

Crash Location

For 85 of the 183 crashes examined, the travelway on which the crash occurred was documented as Main Street. The remaining 98 crashes list Main Street as the nearest street and occurred in the intersection or approach to the intersection with Main Street. When examining crash distribution and clustering along the corridor, the Main Street and Hope Street intersection experienced the greatest concentration of crashes with 63 individual crash records accounting for 34% of all crashes. It should be noted that the roundabout at this intersection was constructed in 2016 and opened in October 2016. Prior to its installation, the intersection was all-way stop-controlled. From 2013 through 2015, there was an average of slightly more than 4 crashes per year at this intersection. From 2017 through 2022, there was an average of 8 crashes per year here, nearly doubling after the installation of the roundabout. None of the crashes that occurred at this intersection following the installation of a roundabout resulted in an injury. Main Street's intersection with Missouri Street experienced the second highest concentration of crashes (27 crashes, 15%), followed by Main Street's intersection with Farmington Road (20 crashes, 11%).

Crash Severity

Of the 183 total crashes, two crashes resulted in a disabling or suspected serious injury, nine crashes resulted in minor injury, and 172 crashes resulted in property damage only. No fatal crashes were recorded in the study area during the ten-year period. The low speed limits along Main Street may help to reduce the number of disabling and suspected serious injury crashes.

Crash Type

Fifty-two crashes, representing 28% of total crashes, stemmed from rear end collisions. Rear end crashes were the most common crash classification. This is not unexpected given the close spacing of intersections and urban character of the study area. Rear end crashes are typically the result of distracted drivers not observing stopped traffic ahead or speeding. Angle or turning crashes represented a small percentage of the total, suggesting that intersection traffic control (signal, turn phasing) is appropriate for conditions.

Right angle crashes accounted for approximately 15% of all crashes. Right angle crashes typically occur when vehicles on perpendicular streets collide at an intersection. Limited sight distance and not completely stopping at a stop sign are common causes for right angle crashes. The right angle crashes within the study area are likely due to the vertical curve along the Main Street corridor and the limited visibility due to buildings.

Pedestrian- and Bicyclist-Involved Crashes

From 2013 through 2022, there was one crash involving a pedestrian and one crash involving a bicyclist (pedalcyclist). The bicyclist-involved crash occurred at the Hope Street intersection on a Saturday afternoon in January 2014 at the intersection of Main Street and Hope Street (prior to the installation of the roundabout in Fall 2016). The crash resulted in property damage only and no injuries to the bicyclist or occupant(s) of the motor vehicle. The pedestrian-involved crash occurred at 7:30 AM on a Monday morning in February 2022 and involved a juvenile crossing Main Street at Russell Street.

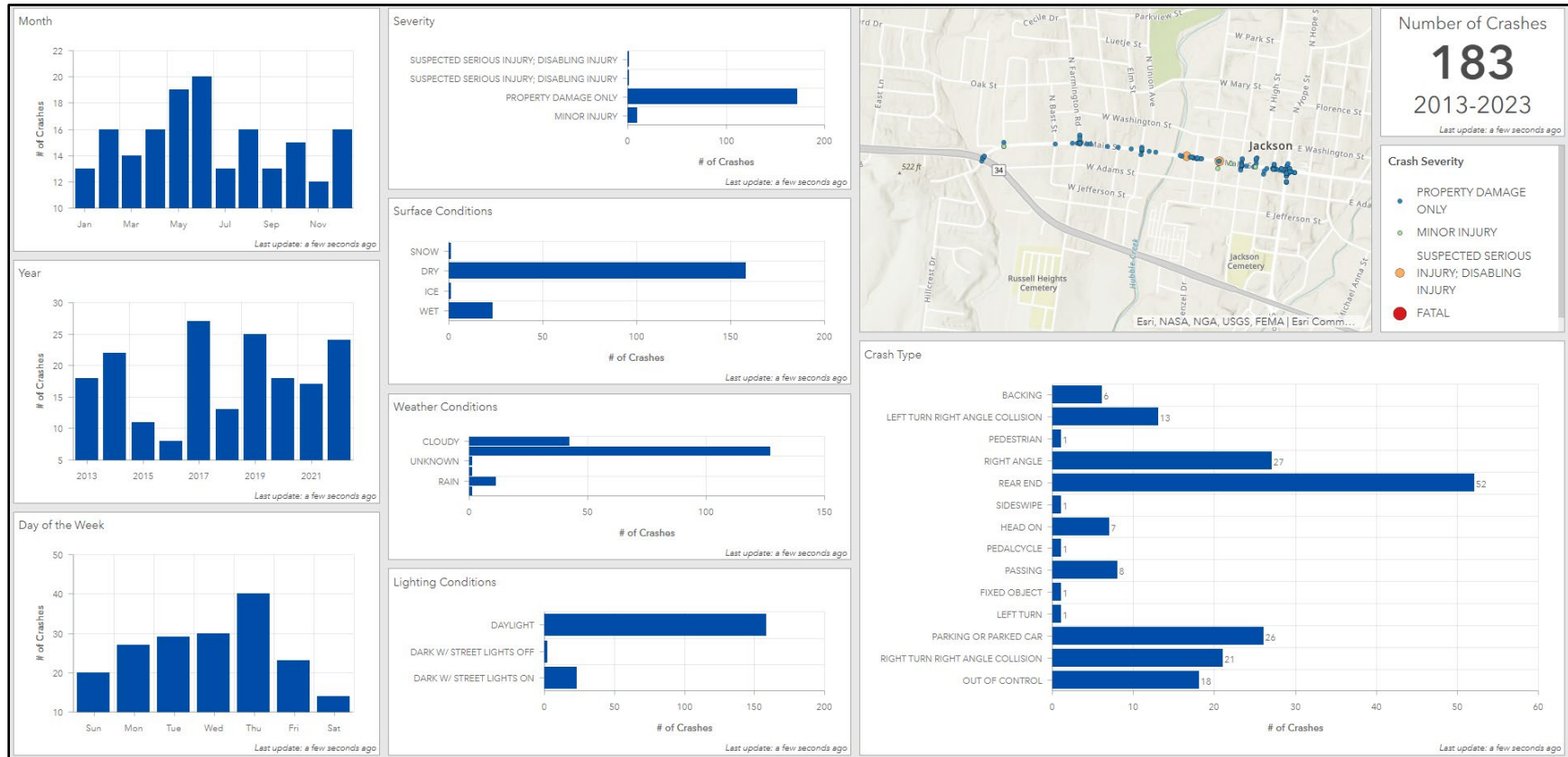


Figure 7. Main Street Crash Dashboard

Key Opportunities

Based on the analysis of existing conditions, the following opportunities should be considered in the development of concepts and recommendations to improve pedestrian safety along Main Street:

- **Sidewalk Infill.** Fill gaps in the sidewalk network to create a contiguous pedestrian pathway along the corridor.
- **ADA Improvements.** Continue to improve accessibility for pedestrian mobility to better support the needs of people with limited mobility.
- **Pedestrian Crossing Enhancements.** Enhance pedestrian crossing safety through high-visibility crosswalk markings, signage, flashing beacons, and other design elements that increase motor vehicle drivers' awareness of pedestrian activity along the corridor.
- **Traffic Calming.** Identify specific traffic calming measures to reduce vehicle speeds, limit pedestrian conflicts with motor vehicles, and reduce crash frequency and severity.
- **Intersection Reconfiguration.** Implement recommended reconfiguration to the Main Street and Farmington Road intersection identified in the 2020 City Wide Transportation Master Plan to improve intersection safety, operations, and efficiency.
- **Access Management.** Address the frequency and design of driveways along the corridor to reduce pedestrian exposure to motor vehicles.
- **Curbside Management.** Identify opportunities to reallocate curbside space to increase sightline distances and visibility and support multimodal needs and adjacent land uses.
- **Aesthetics & Beautification.** Incorporate street trees, landscaping, pedestrian-scale lighting, and pedestrian amenities to create a more attractive and welcoming public realm.
- **Branding and Identity.** Reinforce transition into Uptown Jackson through gateway features, pedestrian-scale lighting and banners, street furniture, and other elements that increase drivers' situational awareness and location within the Uptown Jackson central business district.

Safety & Traffic Calming Countermeasures

The purpose of this study is to evaluate traffic conditions and recommend strategies to reduce traffic speeds in the corridor with an overarching goal of improving safety and fostering a more welcoming environment for pedestrians and non-motorized users. Therefore, several countermeasures have been developed for potential implementation along Main Street. These countermeasures were selected specifically for Main Street’s unique context and characteristics and take into account roadway geometry, traffic conditions, and adjacent land uses. The recommendations range from low-cost improvements for immediate implementation to long-term opportunities that may require greater planning, design, community engagement, and funding.

The countermeasures presented below are grouped into three categories: Horizontal Deflection, Vertical Deflection, and Programming & Policy. The posted speed limit along Main Street varies between 20 mph to 30 mph. Given those low speeds, the horizontal and vertical deflection countermeasures would be applicable to the corridor. Additionally, the traffic volumes are low along the corridor. Typically, horizontal deflection countermeasures would be best suited for AADTs lower than 10,000 and vertical countermeasures would be best suited for AADTs lower than 6,000 vehicles. The highest AADT counted along this corridor was 4,258 vehicles, well below the recommended AADTs to implement horizontal and vertical deflection countermeasures.

Horizontal Deflection

Pedestrian Islands / Medians

Pedestrian Islands and Medians help provide a safe space in the middle of a roadway for pedestrians while they wait for traffic to clear. An example of a median provided by the Federal Highway Administration (FHWA) is shown in **Figure 8**.



Figure 8. Pedestrian Medians

Curb Extensions (Bump-Outs)

Curb extensions, sometimes referred to as “bump-outs”, help to reduce the pavement width at an intersection, thereby reducing speeds, enhancing the visibility of pedestrians and bicyclists, and shortening pedestrian crossing distances (and exposure to motor vehicles). When located midblock, curb extensions are often referred to as “chokers” or “pinch points”. An example of a curb extension provided by the National Association of City Transportation Officials (NACTO) is shown in **Figure 9**.



Figure 9. Curb Extension

Chicanes

Chicanes are a series of alternating curves which help to reduce vehicles speeds. Typically, chicanes are installed mid-block and away from crosswalks. An example of a chicane provided by NACTO is shown in **Figure 10**.



Figure 10. Chicane

Vertical Deflection

Speed Humps / Speed Cushions

Speed humps and speed cushions help to reduce vehicle speeds along a roadway. Speed humps are raised sections which are approximately 10–14 feet long and 3–4 inches high. Whereas speed cushions are typically smaller and installed in groups of two or more. An example of a speed cushion provided by NACTO is shown in **Figure 11**.



Figure 11. Speed Cushion

Raised Crosswalks

Raised crosswalks are ramped speed tables spanning the entire width of the roadway, often placed at midblock crossing locations to increase visibility of pedestrians and bicyclists, reduce vehicle speeds, improve motorist yielding, and reduce pedestrian-related crashes. The raised crosswalk is flush with height of the sidewalk, reinforcing the pedestrian space and creating a more comfortable environment for people walking and bicycling across the street. An example of a raised crosswalk from Pedsafe.org is shown below in **Figure 12**.



Figure 12: Raised Crosswalk

Raised Intersections

Raised intersections help to increase visibility, specifically the visibility of pedestrians and bicyclists. They help to reduce vehicle speeds as vehicles navigate the raised section, which is approximately 3–6 inches high. An example of a raised intersection provided by Lochmueller Group is shown in **Figure 13**.



Figure 13. Raised Intersection

Rumble Strips

Rumble strips serve to alert drivers. They can be used in a variety of cases to increase drive awareness, whether it be because the driver is approaching a pedestrian crossing or that the driver is leaving their designated lane. An example of rumble strips provided by Crossroads is shown in **Figure 14**.

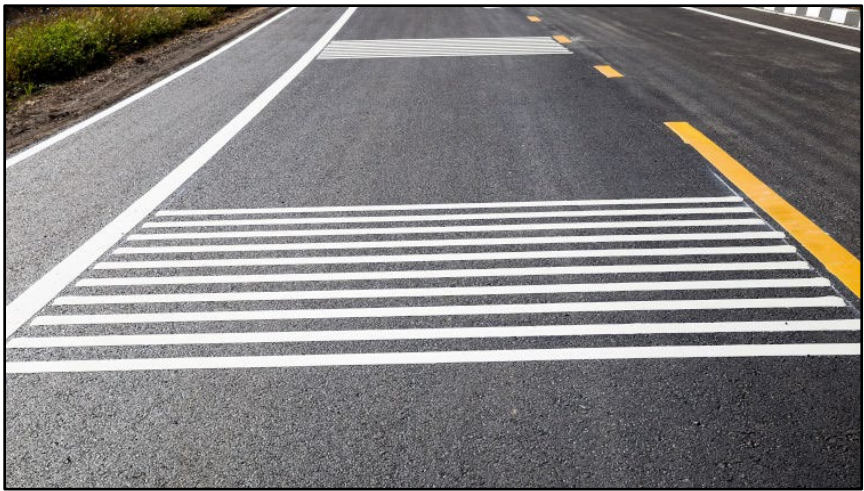


Figure 14. Rumble Strips

Programming and Policy

Posted Signage

Several neighborhoods have posted signs encouraging lower speeds and increased driver awareness. These signs involve the community and bring a personal aspect to traffic calming. An example of posted neighborhood signage is shown in **Figure 15**. If there is a designated school walking route that crosses Main Street, school crossing signage should also be considered to increase driver awareness of pedestrian activity.



Figure 15: Posted Neighborhood Signage

Dynamic Speed Display Devices (DSDD)

DSDD bring awareness to driver speeds. As vehicles pass, their speeds are displayed next to the posted speed limit sign. These signs help to encourage adherence to the posted speed limit. An example of a DSDD is shown in **Figure 16**.



Figure 16. Dynamic Speed Display Devices (DSDD)

Law Enforcement Presence

The presence of law enforcement typically encourages drivers to drive safely. If there is an increase in law enforcement presence, it is likely that vehicle speeds and erratic behavior along the corridor would decrease.

Curbside Management

Curbside management practices optimize and allocate curb space to maximize safety, mobility, and access for a wide variety of curb demands, including vehicle storage, pedestrian and crossing infrastructure, local businesses, green infrastructure, parklets, emergency services, mobile vendors, special vendors, and flex space. Given the presence of off-street parking, particularly west of Russell Street, there may be opportunities along the corridor to reallocate curbside space to increase safety and create a more vibrant and active environment for road users and adjacent land uses.

























Access Management

Access management seeks to balance access to land development in manner that preserves safe and efficient movement of people and goods. Common access management techniques include access spacing, driveway spacing, safe turning lanes, median treatments, and right-of-way management. As redevelopment occurs along Main Street, the City should consider driveway spacing, design, and operational requirements to reduce curb cuts and limit pedestrian exposure to motor vehicle conflicts.

Countermeasures Summary

As shown in **Table 2**, the proposed traffic calming countermeasures for consideration along the Main Street Corridor are summarized. It should be noted that the Uptown Jackson area has historical significance and some of these countermeasures may be subject to approval.

Table 2. Summary of Traffic Calming Countermeasures

Option	Traffic Calming Effectiveness	Impedance to Traffic flow	Estimated Cost
Pedestrian Islands/Medians			\$\$
Curb Extensions			\$\$\$
Chicanes			\$\$\$
Speed Humps/Cushions			\$\$
Raised Crosswalks			\$\$
Raised Intersections			\$\$\$
Rumble Strips			\$
Posted Signage			\$
DSDD			\$\$
Law Enforcement Presence			\$
Access Management			\$
Curbside Management			\$

Recommended Improvements for Main Street

Each of the countermeasures detailed previously was evaluated specifically for implementation along Main Street. The recommended countermeasures were determined through discussions with City staff as well as through a feasibility evaluation of each countermeasure's implementation and the impact it would have on improving the pedestrian and bicycle connectivity and multimodal safety along the Main Street corridor. The following improvements are recommended for Main Street:

- Provide centerline striping throughout the Main Street corridor. It is also recommended that all on-street parking spaces along this corridor be striped to clearly show where parking is allowed.
 - The estimated cost for this centerline striping is approximately \$30,000.
- Install a crosswalk on the east side of Jackson Boulevard with a future pedestrian connection to the neighborhood south of the intersection.
 - All crosswalks should be painted with slip-resistant material to ensure safe pedestrian crossings, especially during wet weather conditions.
- Install 5' wide sidewalk along both sides of Main Street between Jackson Boulevard and Farmington Road.
 - The estimated cost for this sidewalk as well as the crosswalk on the east side of Jackson Boulevard is approximately \$1,560,000.
- Improve the intersection of Main Street and Farmington Road per the Jackson Citywide Transportation Plan and install continental crosswalks on all four legs.
 - The estimated cost for this intersection improvement is approximately \$500,000.
- Consolidate curb cuts along the north side of Main Street, specifically along the curb east of the Dollar General where a former building was located and consider restriping the parking lot to allow better traffic flow.
 - The estimated cost for this improvement is approximately \$36,000.
- Add curb extensions to the trail crossing along Main Street and consider raising the crosswalk. Include transverse milled rumble strips along Main Street at this location to help warn vehicles of the trail crossing.
 - The estimated cost for each curb extension is approximately \$13,500. It should be noted that this cost is conservative and is based on the largest intersection size along Main Street. The cost could be reduced if earthen filled curb extensions are implemented.
 - The estimated cost for a raised crosswalk is approximately \$50,500.
 - The estimated cost for rumble strips is approximately \$15,600.
- Add transverse milled rumble strips at the divide between Downtown and Uptown Jackson to slow vehicles down prior to entering Uptown Jackson.
 - The estimated cost for rumble strips is approximately \$15,600.
- Provide pedestrian scale lighting along Main Street within the borders of Uptown Jackson.
 - The estimated cost for pedestrian scale lighting is approximately \$629,250.
- Consider making either Main Street and Missouri Street or Main Street and Russell Street an all-way stop-controlled intersection or add curb extensions to improve visibility.

- The all-way stop control would only be implemented at one of the above-mentioned intersections and would be based on which, if any, intersection would experience the most benefits from the all-way stop.
- It should be noted that an additional study is required in order to determine if an all-way stop controlled intersection is warranted and feasible at either location, and the implementation of an all-way stop controlled intersection is not guaranteed.
- Raise the intersection of Main Street and High Street with three separate crosswalks. Consider adding westbound transverse milled rumble strips just east of High Street before the pedestrian crossing.
 - The estimated cost for this raised intersection is approximately \$106,000.
- Add a curb extension to Barton Street to shorten the pedestrian crossing.
 - As previously noted, the estimated cost for each curb extension is approximately \$37,500. It should be noted that this cost is conservative and is based on the largest intersection size along Main Street. The cost could be reduced if earthen filled curb extensions are implemented.
- Strategically remove some on-street parking spaces to improve intersection sight distance. These spaces are largely located between High Street and Court Street where buildings are set on the corner of the intersection and visibility is limited.

An engineer's opinion of probable costs is provided in the Appendix. It should be noted that these estimated construction costs are planning level in nature and do not include right-of-way (ROW) or utility relocation estimates. Because these costs are for planning level purposes, a 30% contingency has been added for each estimate to include any unforeseen items that could be determined through project engineering.

These countermeasures are depicted in the schematic drawings shown in **Figure 17** through **Figure 21**.





Figure 18. Recommended Improvements - Sheet 2 of 5

MAIN STREET CORRIDOR
PEDESTRIAN SAFETY STUDY



85



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Figure 21. Recommended Improvements - Sheet 5 of 5

MAIN STREET CORRIDOR
PEDESTRIAN SAFETY STUDY

Conclusion

Main Street is an integral link in the City of Jackson's transportation network, providing residents and visitors access to Uptown Jackson and many nearby destinations. There are, however, numerous challenges along the corridor that deter pedestrian activity and access to nearby retail, employment, and educational opportunities. The purpose of this study was to evaluate traffic conditions and recommend strategies to reduce traffic speeds in the corridor with an overarching goal of improving safety and fostering a more welcoming environment for pedestrians and non-motorized users. The recommendations range from low-cost improvements for immediate implementation to long-term opportunities that may require greater planning, design, community engagement, and funding.

This report provides the foundational understanding of existing conditions impacting pedestrian mobility and safety along the Main Street Corridor, identifies opportunities to enhance mobility and safety for all roadway users, and presents potential traffic calming design elements that can be applied to specific locations throughout the study area. Through a feasibility evaluation and discussions with City staff, the following improvements to Main Street were recommended:

- Provide centerline striping throughout the Main Street corridor.
- Install a crosswalk on the east side of Jackson Boulevard with a future pedestrian connection to the neighborhood south of the intersection.
- Install 5' wide sidewalk along both sides of Main Street between Jackson Boulevard and Farmington Road.
- Improve the intersection of Main Street and Farmington Road per the Jackson Citywide Transportation Plan and install continental crosswalks on all four legs.
- Consolidate curb cuts along the north side of Main Street.
- Add curb extensions to the trail crossing along Main Street and consider raising the crosswalk. Include transverse rumble strips along Main Street at this location to help warn vehicles of the trail crossing.
- Add transverse milled rumble strips at the divide between Downtown and Uptown Jackson to slow vehicles down prior to entering Uptown Jackson.
- Provide pedestrian scale lighting along Main Street within the borders of Uptown Jackson.
- Consider making Main Street and Missouri Street an all-way stop-controlled intersection or add curb extensions to improve visibility.
- Raise the intersection of Main Street and High Street with three separate crosswalks. Consider adding westbound transverse rumble strips just east of High Street before the pedestrian crossing.
- Add a curb extension to Barton Street to shorten the pedestrian crossing.
- Strategically remove some on-street parking spaces to improve intersection sight distance. These spaces are largely located between High Street and Court Street where buildings are set on the corner of the intersection and visibility is limited.

Please contact our offices at (314) 446-3791 with any questions or comments concerning this report.

Completed by Lochmueller Group, Inc

Appendix

Appendix A: Cost Estimate

Estimate of Project Costs				
Project Sponsor: City of Jackson, MO				
Project Title: Main Street Pedestrian Study				
Date: 5/1/2023				
Bumpouts (EACH)				
Item	Quantity	Unit	Unit Price	Amount
Pavement Removal	100	SY	\$30.00	\$3,000.00
Sidewalk Removal	33	SY	\$10.00	\$330.00
Type 5 Aggregate Base (4")	33	SY	\$20.00	\$660.00
Concrete Sidewalk, 4 In	22	SY	\$60.00	\$1,320.00
Concrete Curb Ramps	11	SY	\$250.00	\$2,750.00
Truncated Domes	20	SF	\$40.00	\$800.00
Pavement Markings, 24" White (Stop Bar/Crosswalk)	100	SF	\$10.00	\$1,000.00
Traffic Control	1	LS	\$500.00	\$500.00
Contingency	1	EA	30%	\$3,108.00
SUBTOTAL				\$13,468.00
Centerline Striping				
Item	Quantity	Unit	Unit Price	Amount
Pavement Markings, 4" Yellow (Centerline Striping)	10,000	LF	\$2.00	\$20,000.00
Pavement Markings, 24" White (Stop Bar)	100	SF	\$10.00	\$1,000.00
Traffic Control	1	EA	\$2,000.00	\$2,000.00
Contingency	1	EA	30%	\$6,900.00
SUBTOTAL				\$29,900.00
Rumble Strips				
Item	Quantity	Unit	Unit Price	Amount
Transverse Rumble Strip	2	EA	\$5,000.00	\$10,000.00
Traffic Control	1	EA	\$2,000.00	\$2,000.00
Contingency	1	EA	30%	\$3,600.00
SUBTOTAL				\$15,600.00
Consolidate Parking				
Item	Quantity	Unit	Unit Price	Amount
Pavement Marking Paint, White 4"	3,000	LF	\$2.00	\$6,000.00
Concrete Median	111	SY	\$100.00	\$11,100.00
Entrance Removal	111	SY	\$30.00	\$3,330.00
Type 5 Aggregate Base (4")	111	SY	\$20.00	\$2,220.00
Traffic Control	1	EA	\$5,000.00	\$5,000.00
Contingency	1	EA	30%	\$8,295.00
SUBTOTAL				\$35,945.00
Raised Intersection				
Item	Quantity	Unit	Unit Price	Amount
Concrete Pavement	400	SY	\$100.00	\$40,000.00
Pavement Removal	400	SY	\$30.00	\$12,000.00
Type 5 Aggregate Base (4")	400	SY	\$20.00	\$8,000.00
Pavement Markings, 24" White (Stop Bar/crosswalk)	300	SF	\$10.00	\$3,000.00
Traffic Control	1	LS	\$10,000.00	\$10,000.00
Contingency	1	EA	30%	\$21,900.00
Inflation (6% at 2 years)	1	LS	\$11,000.00	\$11,000.00
SUBTOTAL				\$105,900.00

Sidewalk				
Item	Quantity	Unit	Unit Price	Amount
Concrete Sidewalk, 4 In	2,000	SY	\$60.00	\$120,000.00
Concrete Curb Ramps	200	SY	\$250.00	\$50,000.00
Truncated Domes	300	SF	\$40.00	\$12,000.00
Barrier Curb and Gutter	2,600	LF	\$45.00	\$117,000.00
Gutter Removal	2,600	LF	\$10.00	\$26,000.00
Paved Approach	433	SY	\$70.00	\$30,310.00
Concrete Median	100	SY	\$100.00	\$10,000.00
Pavement Removal	100	SY	\$30.00	\$3,000.00
Type 5 Aggregate Base (4")	3,600	SY	\$15.00	\$53,995.00
Excavation	1,541	CY	\$30.00	\$46,230.00
Retaining Wall (< 4')	7,800	SF	\$60.00	\$468,000.00
Drainage improvements	1	LS	\$100,000.00	\$100,000.00
Pavement Markings, 24" White (Stop Bar/crosswalk)	300	SF	\$10.00	\$3,000.00
Traffic Control	1	LS	\$30,000.00	\$30,000.00
Contingency	1	EA	30%	\$320,860.50
Inflation (6% at 2 years)	1	LS	\$167,000.00	\$167,000.00
			SUBTOTAL	\$1,557,395.50

Farmington Intersection Realignment				
Item	Quantity	Unit	Unit Price	Amount
Coldmilling Bituminous Pavement for Removal of Surfacing	2,341	SY	\$10.00	\$23,410.00
Bituminous Pavement Mixture 3" Surface	393	TON	\$150.00	\$58,950.00
Bituminous Pavement Mixture 9" (Base)	67	TON	\$150.00	\$10,050.00
Pavement Removal	154	SY	\$30.00	\$4,620.00
Type 5 Aggregate Base (4")	631	SY	\$20.00	\$12,620.00
Excavation	316	CY	\$30.00	\$9,480.00
Concrete Sidewalk, 4 In	22	SY	\$60.00	\$1,320.00
Concrete Curb Ramps	43	SY	\$250.00	\$10,750.00
Truncated Domes	80	SF	\$40.00	\$3,200.00
Pavement Markings, 24" White (Stop Bar/crosswalk)	550	SF	\$10.00	\$5,500.00
Pavement Markings, 4" Yellow (Centerline Striping)	1,000	LF	\$2.00	\$2,000.00
Curb and Gutter	1,300	LF	\$60.00	\$78,000.00
Drainage improvements	1	LS	\$100,000.00	\$100,000.00
Traffic Control	1	LS	\$20,000.00	\$20,000.00
Contingency	1	EA	30%	\$101,970.00
Inflation (6% at 2 years)	1	LS	\$53,000.00	\$53,000.00
			SUBTOTAL	\$494,870.00

Raised Crosswalk				
Item	Quantity	Unit	Unit Price	Amount
Raised Crosswalk	1	EA	\$30,000.00	\$30,000.00
Traffic Control	1	LS	\$5,000.00	\$5,000.00
Contingency	1	EA	30%	\$10,500.00
Inflation (6% at 2 years)	1	LS	\$5,000.00	\$5,000.00
			SUBTOTAL	\$50,500.00

*No ROW or Utility Relocation is included

Pedestrian Scale Lighting				
Item	Quantity	Unit	Unit Price	Amount
Pedestrian Lighting Pole, Fixture and Base	65	EA	\$5,500.00	\$357,500.00
2" Conduit and associated cabling	4,400	LF	\$15.00	\$66,000.00
Power Supply and Lighting Controller	2	EA	\$4,500.00	\$9,000.00
Contingency	1	EA	30%	\$129,750.00
Inflation (6% at 2 years)	1	LS	\$67,000.00	\$67,000.00
			SUBTOTAL	\$629,250.00

RESOLUTION NO. #2023-_____

RESOLUTION

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, EXPRESSING SUPPORT OF A MISSOURI REGIONAL BRIDGE PROGRAM APPLICATION TO THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR THE SUNSET DRIVE BRIDGE REPLACEMENT PROJECT.

WHEREAS, the City of Jackson, Missouri constructs, operates and maintains an extensive network of public streets, bridges, sidewalks, and recreation trails for the benefit of their citizens, school students, and the traveling public at large, and;

WHEREAS, the City participates in the Missouri Department of Transportation (MoDOT) Biennial Non-State Bridge Inspection Program;

WHEREAS, the Board of Aldermen of the City has adopted a City-Wide Bridge Plan;

WHEREAS, the City of Jackson is now in the design phase for the Sunset Drive Bridge over Hubble Creek (MoDOT Bridge No. 2150005) anticipated for construction in 2026;

WHEREAS, the City is applying for federal assistance through the Missouri Regional Bridge Program for the replacement of the Sunset Drive Bridge over Hubble Creek which has been identified as eligible for replacement due to a poor condition rating.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City, through its Board of Aldermen, does hereby express and confirms its support for the submittal of a Missouri Regional Bridge Program application to the Missouri Department of Transportation for the funding of the Sunset Drive Bridge Replacement Project.

2. This Resolution shall be submitted as soon as practical upon its passage to the Missouri Department of Transportation in Sikeston, Missouri, as an attachment to the grant application.

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

5. In the event a grant is awarded, the City will comply with all rules and regulations in MoDOT’s Engineering Policy Guide (EPG) and all state or federal laws that govern the grant applicant during the performance of the project.

PASSED AND APPROVED this 15th day of May, 2023, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

(SEAL)

ATTEST

City Clerk

CITY OF JACKSON, MISSOURI

BY: _____

Mayor

*Deeds of Dedication – Sanitary Sewer Easement
South Old Orchard Road Lateral Sewer District Project*

BILL NO. 23-__

ORDINANCE NO. 23-__

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 SANITARY SEWER EASEMENT DEEDS.

WHEREAS, **The Brandes Family Protection Trust Dated October 19, 2017; and The Kirby J. Hahn Revocable Trust and The Leon G. Eftink Voluntary Trust 1996 U/T/A Dated December 20, 1996, of Jackson, Missouri**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Sanitary Sewer Easement Deeds, attached hereto.

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

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

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

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

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

FIRST READING: May 15, 2023.

SECOND READING: May 15, 2023.

PASSED AND APPROVED this 15th day of May, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk

TITLE OF DOCUMENT:	SANITARY SEWER EASEMENT DEED
DATE OF DOCUMENT:	MAY 9, 2023
GRANTOR:	THE BRANDES FAMILY PROTECTION TRUST DATED OCTOBER 19, 2017
GRANTORS MAILING ADDRESS:	4164 COUNTY ROAD 306 JACKSON, MISSOURI 63755
GRANTORS DEED RECORDING:	DOCUMENT NO. 2017-11952
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	4164 COUNTY ROAD 306 JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 1 & 2 OF DEED

DEED OF DEDICATION
SANITARY SEWER EASEMENT

THIS DEED, made and entered into this 9th day of May, 2023, by and between **THE BRANDES FAMILY PROTECTION TRUST DATED OCTOBER 19, 2017**, of the County of Cape Girardeau, State of Missouri, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

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

Permanent Easement:

THAT PART OF U.S.P.S. 202, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 20°24'55" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 04°33'22" WEST, 63.86 FEET; THENCE NORTH 79°45'16" WEST, 283.42 FEET; THENCE NORTH 65°37'02" WEST, 396.73 FEET; THENCE NORTH 42°41'00" WEST, 42.46 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 40°30'17" WEST, 20.14 FEET; THENCE NORTH 42°41'00" WEST, 358.49 FEET; THENCE NORTH 36°00'20" WEST, 67.52 FEET; THENCE NORTH 24°23'10" EAST, 23.00 FEET; THENCE SOUTH 36°00'20" EAST, 77.72 FEET; THENCE SOUTH 42°41'00" EAST, 354.93 FEET TO THE POINT OF BEGINNING AND CONTAINING 8,587 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

Temporary Easement:

THAT PART OF U.S.P.S. 202, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE

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

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 20°24'55" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 04°33'22" WEST, 63.86 FEET; THENCE NORTH 79°45'16" WEST, 283.42 FEET; THENCE NORTH 65°37'02" WEST, 396.73 FEET; THENCE NORTH 42°41'00" WEST, 42.46 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 42°41'00" WEST, 354.93 FEET; THENCE NORTH 36°00'20" WEST, 77.72 FEET; THENCE NORTH 24°23'10" EAST, 17.25 FEET; THENCE SOUTH 36°00'20" EAST, 85.37 FEET; THENCE SOUTH 42°41'00" EAST, 352.26 FEET; THENCE SOUTH 40°30'17" WEST, 15.11 FEET TO THE POINT OF BEGINNING AND CONTAINING 6,527 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

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

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

1. The Grantee agrees that the use hereby granted shall be limited exclusively to utility facilities and uses incidental thereto.
2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all claims and actions at law and in equity which may arise out of, or as a consequence of negligence of the Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing and utilizing the easement granted hereunder.
3. The Grantor hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantor shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Grantee.
4. The Grantor agrees that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owner's interest in the easement premises shall be protected to the same extent as hereunder.
5. The Grantee agrees to restore the surface of the ground to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable.

6. The Grantee acknowledges that Grantor has horses in the area where work will be performed. The Grantor agrees to install a temporary fence and to keep the horses separated from the work area. The Grantor agrees to submit to Grantee invoices verifying the cost for materials to construct the temporary fence. The Grantee agrees to reimburse Grantor for the cost of the materials within thirty (30) days of receipt of the invoices in an amount not to exceed One Thousand Dollars (\$1,000.00).

7. The Grantee shall pay to Grantor the sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) in return for this Sanitary Sewer Easement Deed and said sum shall be paid within thirty (30) days from date of execution.

IN WITNESS WHEREOF, the said Grantor has executed these presents this 9th day of May, 2023.

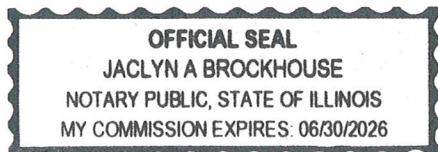
THE BRANDES FAMILY PROTECTION TRUST DATED OCTOBER 19, 2017

By: Jeanice Fae Brandes
 JEANICE FAE BRANDES, TRUSTEE OF
THE BRANDES FAMILY PROTECTION TRUST DATED OCTOBER 19, 2017

STATE OF Illinois)
)
 COUNTY OF Randolph) ss.

On this 9th day of May, 2023, before me personally appeared Jeanice Fae Brandes, Trustee of The Brandes Family Protection Trust Dated October 19, 2017, hereby stating that said Trust has not been amended or revoked since October 19, 2017, to me known to be the person described in and who executed the foregoing instrument in accordance with the terms of said trust and acknowledged to me that she executed the same as her free act and deed as such Trustee; and that said trust has not been terminated or revoked and is still in full force and effect.

IN TESTIMONY 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.



Jaclyn A Brockhouse
 Jaclyn A Brockhouse, Notary Public
 State of Illinois
 County of Randolph
 My term expires: 06/30/2026

TITLE OF DOCUMENT: SANITARY SEWER EASEMENT DEED

DATE OF DOCUMENT: MAY 11, 2023

GRANTOR: THE KIRBY J. HAHN REVOCABLE
TRUST AND THE LEON G. EFTINK
VOLUNTARY TRUST 1996 U/T/A
DATED DECEMBER 20, 1996

GRANTORS MAILING ADDRESS: P.O. BOX 320
ORAN, MISSOURI 63771

GRANTORS DEED RECORDING: BOOK 1028, PAGE 376

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

PROPERTY ADDRESS: 2355 SOUTH OLD ORCHARD ROAD
JACKSON, MISSOURI 63755

LEGAL DESCRIPTION OF EASEMENT: SEE PAGES 1 & 2 OF DEED

DEED OF DEDICATION
SANITARY SEWER EASEMENT

THIS DEED, made and entered into this 11 day of May, 2023, by and between **THE KIRBY J. HAHN REVOCABLE TRUST AND THE LEON G. EFTINK VOLUNTARY TRUST 1996 U/T/A DATED DECEMBER 20, 1996**, of the County of Cape Girardeau, State of Missouri, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

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

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

Permanent Easement:

THAT PART OF U.S.P.S. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 20°24'55" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 04°33'22" WEST 63.86 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 79°45'16" EAST, 5.59 FEET; THENCE NORTH 41°36'57" EAST, 42.95 FEET; THENCE SOUTH 48°23'03" EAST, 20.00 FEET; THENCE SOUTH 41°36'57" WEST, 39.48 FEET; THENCE SOUTH 42°53'18" EAST, 15.07 FEET; THENCE SOUTH 41°36'57" WEST, 25.12 FEET TO A POINT ON THE SOUTHWEST LINE OF A PROPERTY DESCRIBED IN DEED BOOK 1028 PAGE 376; THENCE WITH SAID SOUTHWEST LINE, NORTH 42°53'18" WEST, 26.58 FEET; THENCE LEAVING SAID SOUTHWEST LINE, NORTH 04°33'22" EAST, 22.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,627 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

Temporary Easement No.1:

THAT PART OF U.S.P.S. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 20°24'55" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 04°33'22" WEST 46.89 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 41°36'57" EAST, 32.32 FEET; THENCE SOUTH 48°23'03" EAST, 15.00 FEET; THENCE SOUTH 41°36'57" WEST, 42.95 FEET; THENCE NORTH 79°45'16" WEST, 5.59 FEET; THENCE NORTH 04°33'22" EAST, 16.97 FEET TO THE POINT OF BEGINNING AND CONTAINING 612 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

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

Temporary Easement No. 2:

THAT PART OF U.S.P.S. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF FRACTIONAL SECTION 9, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE NORTH 83°57'05" WEST, 132.00 FEET; THENCE SOUTH 20°24'55" WEST, 686.50 FEET TO A POINT ON THE SOUTH LINE OF U.S.P.S 202; THENCE LEAVING SAID SOUTH LINE, SOUTH 04°33'22" WEST 46.89 FEET; THENCE NORTH 41°36'57" EAST, 32.32 FEET; THENCE SOUTH 48°23'03" EAST, 35.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 48°23'03" EAST, 15.00 FEET; THENCE SOUTH 41°36'57" WEST, 40.93 FEET; THENCE NORTH 42°53'18" WEST, 15.07 FEET; THENCE NORTH 41°36'57" EAST, 39.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 603 SQUARE FEET, MORE OR LESS, SUBJECT TO ANY EASEMENTS OF RECORD.

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

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

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

1. The Grantee agrees that the use hereby granted shall be limited exclusively to sanitary sewer facilities and uses incidental thereto.
2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all claims and actions at law and in equity which may arise out of, or as a consequence of negligence of the Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing and utilizing the easement granted hereunder.
3. The Grantor hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantor shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Grantee.
4. The Grantor agrees that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owner's interest in the easement premises shall be protected to the same extent as hereunder.
5. The Grantee agrees to restore the surface of the ground to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable.

11 IN WITNESS WHEREOF, the said Grantors have executed these presents this
day of May, 2023.

THE KIRBY J. HAHN REVOCABLE TRUST

By: Kirby J. Hahn
KIRBY J. HAHN, TRUSTEE

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss.

On this 11 day of May, 2023, before me personally appeared Kirby J. Hahn, Trustee of The Kirby J. Hahn Revocable Trust, to me known to be the person described in and who executed the foregoing instrument in accordance with the terms of said trust and acknowledged to me that he executed the same as his free act and deed as such Trustee; and that said trust has not been terminated or revoked and is still in full force and effect.

IN TESTIMONY 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.



Angela M. Evans, Notary Public
State of Missouri
County of Cape Girardeau
My term expires: _____

