



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, April 20, 2026 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**CALL TO ORDER**

**INTRODUCTION OF GUESTS/VISITORS**

**ADOPTION OF AGENDA**

1. Motion adopting the Regular Meeting Agenda.

**PROCLAMATION**

2. Mayor Dwain Hahs presents a Proclamation in recognition of Saturday, April 25, 2026, as Arbor Day to Jason Lipe, Jackson's Parks & Recreation Director.

**PUBLIC HEARINGS**

3. Hearing to consider the voluntary annexation with zoning of 1.39 acres of property located at 2757 Bainbridge Road, as submitted by Craig A. Wilson and Kimberlie M. Wilson as Trustees of The Wilson Joint Revocable Trust.

**APPROVAL OF MINUTES**

4. Motion approving the Minutes of the Regular Meeting of April 6, 2026.

**FINANCIAL AFFAIRS**

5. Motion approving the City Collector's Report.
6. Motion approving the City Clerk's and Treasurer's Reports.
7. Motion approving quarterly budget to actuals for the previous quarter.

**ACTION ITEMS**

**Power, Light, and Water Committee**

8. Motion accepting the certified election results for the April 7, 2026, Municipal Election, as certified by Cape Girardeau County Election Authority Kara Clark Summers.
9. Motion approving Change Order No. 2, in the amount of \$2,400.00, to BS&A Software, of Bath, Michigan, relative to providing services under the Financial & Utility Billing Module.
10. Motion approving an increase in expenditures, in the amount of \$219,804.00, under Amendment No. 10 to Task Order Authorization No. 19-04, to Horner & Shifrin, Inc., of St. Louis, Missouri, relative to providing additional engineering and geotechnical services under

the Water System Facility Plan Implementation Program, Phase 2 – Ridge Road Elevated Water Tank Project.

- [11.](#) Motion accepting the bid of KT Power Systems, Inc., of Cape Girardeau, Missouri, in the amount of \$895,247.00, relative to the East Jackson Boulevard Roadway Lighting Project.
- [12.](#) Bill proposing an Ordinance authorizing a contractual agreement with KT Power Systems, Inc., relative to the East Jackson Boulevard Roadway Lighting Project.
- [13.](#) Motion accepting the bid of Mid-South Steel Products, Inc., of Cape Girardeau, Missouri, in the amount of \$59,835.00, relative to the Removal and Replacement of Fuel Storage Tanks Project.
- [14.](#) Bill proposing an Ordinance authorizing a contractual agreement with Mid-South Steel Products, Inc., relative to the Removal and Replacement of Fuel Storage Tanks Project.
- [15.](#) Bill proposing an Ordinance authorizing the City to enter into an Intergovernmental Cooperation Agreement with Missouri Capital Asset Advantage Treasury (MOCAAT), relative to the investment of public funds through the MOCAAT Program.
- [16.](#) Bill proposing an Ordinance approving the abandonment of a Water Line Easement Deed at 2210 East Jackson Boulevard, relative to the Water System Facility Plan Implementation Project - Phase 2, Project 2E.
- [17.](#) Bill proposing an Ordinance accepting the dedication of a Water Line Easement Deed from Regions Bank, as Successor to Cape County Bank, at 2210 East Jackson Boulevard, relative to the Water System Facility Plan Implementation Project - Phase 2, Project 2E.
- [18.](#) Bill proposing an Ordinance authorizing a Collective Bargaining Agreement between the City of Jackson, Missouri, and the Jackson Fire Rescue Shop of the International Association of Fire Fighters, IAFF Local 1084.

#### **Street, Sewer, and Cemetery Committee**

- [19.](#) Motion setting a public hearing for Monday, May 18, 2026, at 6:00 p.m., to consider a tax abatement for Trussworks, LLC, located at 2860 Trussworks Boulevard, in the City Limits of Jackson, Missouri, and within the Cape Girardeau County Enhanced Enterprise Zone.
- [20.](#) Motion setting a public hearing for Monday, May 18, 2026, at 6:00 p.m., to consider the rezoning of approximately 10 acres of property on South Old Orchard Road, from I-1 (Light Industrial) District to R-4 (General Residential) District, as submitted by The Villas of West Park LLC.
- [21.](#) Motion authorizing the purchase of a dump truck, in the amount of \$84,895.00, from Broadway Ford Truck Sales, Inc., of St. Louis, Missouri, for the Parks & Recreation Department.
- [22.](#) Motion approving Change Order No. 2, in the amount of \$50,923.95, to Penzel Construction Company, Inc., of Jackson, Missouri, relative to the Wastewater Treatment Plant Improvements Project.
- [23.](#) Motion approving Change Order No. 4, to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, extending the contract time by 51 days, relative to the Roundabout Project at North High Street and Deerwood Drive.

- [24.](#) Motion accepting the proposal from SH Smith & Company, Inc., of Poplar Bluff, Missouri, in the amount of \$99,983.05, relative to providing engineering services under the Hubble Creek Recreation Trail Project Phase 3A.
- [25.](#) Bill proposing an Ordinance authorizing an Engineering Services Agreement with SH Smith & Company, Inc., relative to providing engineering services under the Hubble Creek Recreation Trail Project Phase 3A.
- [26.](#) Bill proposing an Ordinance accepting a Deed of Dedication for the Donna Drive Right of Way, from Maevers Investments, LLC.
- [27.](#) Bill proposing an Ordinance providing for the imposition of a Transient Guest Tax and calling an election on August 4, 2026.

## **NON-AGENDA CITIZEN INPUT**

### **INFORMATION ITEMS**

28. Report by Mayor
29. Reports by Board Members
30. Report by City Attorney
31. Report by City Administrator

### **EXECUTIVE SESSION**

*Motion to have executive session. Authority is Section 610.021 and 610.022, Revised Statutes of Missouri, as amended, relative to leasing, purchase, or sale of real estate; and Section 610.021(12), relative to contracts.*

### **ADJOURN SINE DIE**

Posted on 4/17/2026 at 4:00 PM.



**Office of the Mayor  
City of Jackson, Missouri**

**Proclamation**

- WHEREAS:** In 1872 J. Sterling Morton purposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and
- WHEREAS:** This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and
- WHEREAS:** Arbor Day is now observed throughout the nation and the world; and
- WHEREAS:** Trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and
- WHEREAS:** Trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and
- WHEREAS:** Trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and
- WHEREAS:** Trees are a source of joy and spiritual renewal; and
- WHEREAS:** Jackson has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue earning this designation.

*NOW, THEREFORE*, Dwain Hahs, Mayor of the City of Jackson, along with all our citizens who support efforts to care for our trees and woodlands and support our City's community forestry programs, do hereby proclaim April 25, 2026 as

**ARBOR DAY**

*IN TESTIMONY WHEREOF*, I have hereunto set my hand and caused to be affixed the Seal of the City of Jackson, Missouri this twentieth day of April, 2026.



\_\_\_\_\_  
**Mayor Dwain L. Hahs**



# *MEMO*

**TO:** Mayor Hahs and Members of the Board  
**FROM:** Larry Miller, Building & Planning Manager  
**DATE:** April 16, 2026

**SUBJECT:** Public Hearing – Wilson Voluntary Annexation with Zoning

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This public hearing is to consider a request for voluntary annexation with zoning submitted by Craig and Kimberlie Wilson, Trustees of the Wilson Joint Revocable Trust. The petition was filed on February 26, 2026, and includes the signatures of all property owners.

The property consists of approximately 1.39 acres located at 2757 Bainbridge Road. The tract is currently vacant and is adjacent to the existing city limits.

The applicants are requesting R-2 Single-Family Residential zoning upon annexation, which is consistent with the surrounding residential development in this area.

This hearing is being held in accordance with Section 58-12 of the Municipal Code, and notice of the hearing has been published as required.

This will come before the board during the regular session on May 18, 2026, for approval of annexation with rezoning. Approval of this item may be granted by a simple majority (5 of 8 votes).

CITY OF JACKSON



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 06, 2026 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

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

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

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

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

Mayor Dwain L. Hahs to Present a )
Proclamation in Recognition of April as )
Child Abuse Prevention Month )

Now comes forth Mayor Dwain L. Hahs to present a proclamation in recognition of April as Child Abuse Prevention Month to Alix Gasser, Executive Director of Southeast Missouri Network Against Sexual Violence (SEMO-NASV).

Motion to Adopt the Agenda )

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

Motion to Approve the Minutes of the )
March 16, 2026, Regular Board )
Meeting )

Motion made by Alderman Unger, seconded by Alderwoman Young, to approve the minutes of the preceding Regular Board Meeting of Tuesday, March 16, 2026. Ayes-7; Nays-0; Absent-1.

Motion to Approve Bills of )
March, 2026 )

Now is presented the list of bills paid in the various funds for the month of March, 2026. Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the list of bills paid in the various funds for March, 2026. Ayes-7; Nays-0; Absent-1.

Motion to Approve the Mayor's )
Appointment to the Community )
Outreach Board )

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to approve the Mayor's appointment of Crystal Roark to the Community Outreach Board, filling an unexpired term ending in May, 2028. Ayes-7; Nays-0; Absent-1.

Motion to Accept the proposal of )
Cypress Engine Accessories, of )
Cypress, Texas, relative to providing )
Services under the Macon Engine Parts )
Harvesting Services Project )

Motion made by Alderman Reiminger, seconded by Alderman Stroder, to accept the proposal of Cypress Engine Accessories, of Cypress, Texas, in the amount of \$154,107.54,

CITY OF JACKSON



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relative to providing services under the Macon Engine Parts Harvesting Services Project. Ayes-7; Nays-0; Absent-1.

Ordinance No. 26-25 Re: To Authorize )
A contractual agreement with Cypress )
Engine Accessories, relative to providing)
Services under the Macon Engine Parts )
Harvesting Services Project )

The matter of authorizing a contractual agreement with Cypress Engine Accessories, relative to providing services under the Macon Engine Parts Harvesting Services Project, came on for consideration. Alderman Reiminger introduced Bill No. 26-25, 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 CYPRESS ENGINE ACCESSORIES, OF CYPRESS, TEXAS, RELATIVE TO THE MACON ENGINE PARTS HARVESTING SERVICES PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 26-25 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 26-25 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. 26-25 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderwoman Liley-absent; Alderman Unger-aye; Alderman Stroder-aye; Alderman Fraley-aye; Alderman Reiminger-aye; Alderwoman Young-aye; and Alderwoman Williams-aye.

BILL NO. 26-25

ORDINANCE NO. 26-25

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CYPRESS ENGINE ACCESSORIES, OF CYPRESS, TEXAS, RELATIVE TO THE MACON ENGINE PARTS HARVESTING SERVICES 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 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and Cypress Engine Accessories, of Cypress, Texas. It is

CITY OF JACKSON



MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, April 06, 2026 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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: April 6, 2026.

SECOND READING: April 6, 2026.

PASSED AND APPROVED this 6th day of April, 2026, 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:

Angela Birk (signed)
City Clerk

Ordinance No. 26-26 Re: To Authorize )
The City of Jackson Building and )
Planning Manager to execute )
Encroachment Agreements, relative to )
The placement of private improvements )
Within public utility easements )

The matter of authorizing the City of Jackson Building and Planning Manager to execute Encroachment Agreements, relative to the placement of private improvements within public utility easements, came on for consideration. Alderman Reiminger introduced Bill No. 26-26, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE BUILDING AND PLANNING MANAGER OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE EASEMENT ENCROACHMENT AGREEMENTS ON BEHALF OF THE CITY RELATIVE TO THE PLACEMENT OF IMPROVEMENTS WITHIN CITY OWNED PUBLIC

## CITY OF JACKSON



## MAYOR &amp; BOARD OF ALDERMEN REGULAR MEETING

Monday, April 06, 2026 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

## MINUTES

**EASEMENTS; FURTHER SAID ORDINANCE SHALL AUTHORIZE THE BUILDING AND PLANNING MANAGER TO SUBMIT SAID DOCUMENTS FOR RECORDING WITH THE CAPE GIRARDEAU COUNTY RECORDER OF DEEDS.**

On a motion made by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 26-26 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 26-26 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. 26-26 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderman Seabaugh-aye; Alderwoman Liley-absent; Alderman Unger-aye; Alderman Stroder-aye; Alderman Fraley-aye; Alderman Reiminger-aye; and Alderwoman Young-aye.

**BILL NO. 26-26****ORDINANCE NO. 26-26**

**AN ORDINANCE AUTHORIZING THE BUILDING AND PLANNING MANAGER OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE EASEMENT ENCROACHMENT AGREEMENTS ON BEHALF OF THE CITY RELATIVE TO THE PLACEMENT OF IMPROVEMENTS WITHIN CITY OWNED PUBLIC EASEMENTS; FURTHER SAID ORDINANCE SHALL AUTHORIZE THE BUILDING AND PLANNING MANAGER TO SUBMIT SAID DOCUMENTS FOR RECORDING WITH THE CAPE GIRARDEAU COUNTY RECORDER OF DEEDS.**

**WHEREAS**, the City owns and maintains public easements; and

**WHEREAS**, there are occasions where a property owner desires to construct or install private improvements on City owned public easements; and

**WHEREAS**, there are certain limited situations where the City is willing to allow encroachment of private improvements on City owned public easements subject to terms and conditions the City deems appropriate and to be set forth in an Encroachment Agreement with the property owner; and

**WHEREAS**, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to establish a standardized Easement Encroachment Agreement to ensure consistent administration of such encroachments and to provide long-term notice to future property owners by recording the document with the Cape Girardeau County Recorder of Deeds; and

**WHEREAS**, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to grant the Building and Planning Manager authority to execute Encroachment Agreements on behalf of the City.

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

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

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**MINUTES**

Section 1. The form of Encroachment Agreement attached hereto and made a part hereof as Exhibit A is hereby approved for use by the Building and Planning Manager of the City of Jackson, Missouri in connection with requests by property owners to place private improvements that encroach upon the City’s public easements.

Section 2. That the Building and Planning Manager of the City of Jackson, Missouri, is hereby authorized to execute Encroachment Agreements on behalf of the City for qualifying private improvements that encroach within City owned public easements in a form substantially similar to the attached Encroachment Agreement. 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 Building and Planning Manager be granted such authority.

Section 3. That the Building and Planning Manager is hereby authorized and directed to submit the executed Easement Encroachment Agreement for recording with the Cape Girardeau County Recorder of Deeds so that the acknowledgments become part of the permanent property record.

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.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

FIRST READING: April 6, 2026.

SECOND READING: April 6, 2026.

PASSED AND APPROVED this 6th day of April, 2026, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)  
Mayor

CITY OF JACKSON



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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MINUTES

Angela Birk (signed)
City Clerk

Motion to Approve Change Order No. 3, )
To Fronabarger Concreters, Inc., )
Of Oak Ridge, Missouri, relative to the )
The Roundabout Project at North High )
Street And Deerwood Drive )

Motion made by Alderman Fraley, seconded by Alderman Unger, to approve Change Order No. 3, to Fronabarger Concreters, Inc., of Oak Ridge, Missouri, in the amount of \$18,913.20, relative to the Roundabout Project at North High Street and Deerwood Drive. Ayes-7; Nays-0; Absent-1.

Motion Accepting the bid of Metro-Ag )
Waste Injection Systems, Inc., of Saint )
Rose, Illinois, relative to the 2026 )
Biosolids Disposal Program )

Motion made by Alderman Fraley, seconded by Alderwoman Young, to accept the bid of Metro-Ag Waste Injection Systems, Inc., of Saint Rose, Illinois, in the amount of 7.7 cents per gallon, relative to the 2026 Biosolids Disposal Program. Ayes-7; Nays-0; Absent-1.

Ordinance No. 26-27 Re: To Authorize )
A contractual agreement with Metro-Ag )
Waste Injection Systems, Inc., of Saint )
Rose, Illinois, relative to the 2026 )
Biosolids Disposal Program )

The matter of authorizing a contractual agreement with Metro-Ag Waste Injection Systems, Inc., of Saint Rose, Illinois, relative to the 2026 Biosolids Disposal Program, came on for consideration. Alderman Fraley introduced Bill No. 26-27, 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 METRO-AG WASTE INJECTION SYSTEMS, INC., OF SAINT ROSE, ILLINOIS, RELATIVE TO THE 2026 BIOSOLIDS DISPOSAL PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Fraley, seconded by Alderman Unger, Bill No. 26-27 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Fraley, seconded by Alderman Unger, Bill No. 26-27 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. 26-27 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Stroder-aye; Alderwoman Williams-aye Alderman Seabaugh-aye; Alderwoman Liley-absent; Alderman Unger-aye; Alderman Fraley-aye; Alderman Reiminger-aye; and Alderwoman Young-aye.

BILL NO. 26-27

ORDINANCE NO. 26-27

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND METRO-AG WASTE INJECTION SYSTEMS, INC., OF SAINT ROSE, ILLINOIS, RELATIVE TO THE 2026 BIOSOLIDS DISPOSAL

CITY OF JACKSON



MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, April 06, 2026 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and Metro-Ag Waste Injection Systems, Inc. of Saint Rose, 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: April 6, 2026.

SECOND READING: April 6, 2026.

PASSED AND APPROVED this 6th day of April, 2026, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)

CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 06, 2026 at 6:00 PM

Board Chambers, City Hall, 101 Court St.



MINUTES

ATTEST: Mayor

Angela Birk (signed)
City Clerk

Ordinance No. 26-28 Re: To Approve an)
Annexation agreement with Craig A. )
Wilson and Kimberlie M. Wilson as )
Trustees of The Wilson Joint Revocable )
Trust, relative to the voluntary )
Annexation and zoning of 1.39 acres of )
Property addressed as 2757 Bainbridge )
Road )

The matter of approving an annexation agreement with Craig A. Wilson and Kimberlie M. Wilson as Trustees of The Wilson Joint Revocable Trust, relative to the voluntary annexation and zoning of 1.39 acres of property addressed as 2757 Bainbridge Road, came on for consideration. Alderman Fraley introduced Bill No. 26-28, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CRAIG A. WILSON AND KIMBERLIE M. WILSON AS TRUSTEES OF THE WILSON JOINT REVOCABLE TRUST, OF JACKSON, MISSOURI, RELATIVE TO THE VOLUNTARY ANNEXATION AND ZONING OF 1.39 ACRES AT 2757 BAINBRIDGE ROAD; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Fraley, seconded by Alderwoman Young, Bill No. 26-28 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Fraley, seconded by Alderwoman Young, Bill No. 26-28 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. 26-28 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Stroder-aye; Alderwoman Williams-aye Alderman Seabaugh-aye; Alderwoman Liley-absent; Alderman Unger-aye; Alderman Fraley-aye; and Alderman Reiminger-aye.

BILL NO. 26-28

ORDINANCE NO. 26-28

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CRAIG A. WILSON AND KIMBERLIE M. WILSON AS TRUSTEES OF THE WILSON JOINT REVOCABLE TRUST, OF JACKSON, MISSOURI, RELATIVE TO THE VOLUNTARY ANNEXATION AND ZONING OF 1.39 ACRES AT 2757 BAINBRIDGE ROAD; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Craig A. Wilson and Kimberlie M. Wilson as Trustees of The Wilson Revocable Trust, 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 agreement.

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

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

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

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

FIRST READING: April 6, 2026.

SECOND READING: April 6, 2026.

PASSED AND APPROVED this 6th day of April, 2026, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)  
Mayor

Angela Birk (signed)  
City Clerk

CITY OF JACKSON



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 06, 2026 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

City Administrator Matthew Winters )
requests Closed Session )

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for one item, relative to contracts in accordance with Section 610.021(12), RSMo and one item, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2), RSMo.

Motion to Recess the Meeting to Study )
Session )

Motion made by Alderman Fraley, seconded by Alderman Unger, to recess the meeting at 6:16 P.M., to convene to the Study Session. Ayes-7; Nays-0; Absent-1.

Returned to Open Session at 7:07 P.M., from Study Session.

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

Meeting concluded at 7:07 P.M. On a motion by Alderman Fraley, seconded by Alderman Unger, it is ordered that the Board now convene into closed session for one item, relative to contracts in accordance with Section 610.021(12), RSMo and one item, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2), RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Unger-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderwoman Williams-aye; Alderman Stroder-aye; Alderwoman Liley-absent; and Alderman Fraley-aye. Ayes-7; Nays-0; Absent-1.

ATTEST:

Mayor

City Clerk

**CITY COLLECTOR'S REPORT FOR MARCH 2026**

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,647,192.41	290,441.83	239,982.80	71,146.28	-	2,248,763.32
Penalties	10,000.21	2,088.81	1,489.17	402.32	-	13,980.51
Sales Tax	44,707.28	8,766.31	-	-	-	53,473.59
Disconnect Fees	3,900.00	-	-	-	-	3,900.00
Returned Transaction Fees	330.00	-	-	-	-	330.00
Customer Relocation Fees	-	-	-	-	100.00	100.00
Trash Stickers	-	-	-	1,717.00	-	1,717.00
<b>UTILITY COLLECTIONS</b>	<b>1,706,129.90</b>	<b>301,296.95</b>	<b>241,471.97</b>	<b>73,265.60</b>	<b>100.00</b>	<b>2,322,264.42</b>
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
<b>NET UTILITY COLLECTIONS</b>	<b>1,706,129.90</b>	<b>301,296.95</b>	<b>241,471.97</b>	<b>73,265.60</b>	<b>100.00</b>	<b>2,322,264.42</b>
Business/Contractor Licenses	-	-	-	-	2,147.50	2,147.50
Event Fees/Misc. Charges	-	-	-	-	-	-
<b>NON-UTILITY COLLECTIONS</b>	-	-	-	-	2,147.50	2,147.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	2,094.91
Cash in bank	-	-	-	-	-	2,326,506.83
Missouri Sales Tax payment	(44,707.28)	(8,766.31)	-	-	-	(53,473.59)
<b>TO CITY TREASURER</b>					<b>\$</b>	<b>2,273,033.24</b>

Respectfully Submitted,



City Collector



## CITY CLERK'S REPORT FOR THE MONTH OF MARCH, 2026

### ELECTRIC

Sale of Merchandise	0.00	
Pole Rental	0.00	
Electric Meters	545.00	
Electric Service Lines	0.00	
Returned Check Fees	0.00	
URD Services	0.00	
Sales Tax Commission	956.68	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		1,501.68

### WATER & SEWER

#### WATER

Water Taps & Water Meters	1,200.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		1,200.00

#### WASTEWATER

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

### GENERAL REVENUE

Building Permits	925.20	
Electric Permits	240.00	
Gas Permits	180.00	
Plumbing/Sewer Permits	300.00	
Sewer Tap Permits	180.00	
Public Hearing & Plat Recording	200.00	
Stormwater Review Fees	100.00	
Street Repair or Mowing	0.00	
Gas Franchise	42,475.78	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	675.20	
Telephone Franchise Fees	5,331.52	
Fire Cost Recovery	0.00	
Interest Earned	0.00	

Returned Check - Clerk	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,216.70	
Health Insurance Reimbursement	0.00	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		51,824.40

**LANDFILL**

Refuse Collections	160.00	
Recyclables	2,764.02	
E-Cycle TV/Monitor Fees	785.00	
Royalties	<u>0.00</u>	
TOTAL		3,709.02

**CEMETERY**

Sale of Lots	4,000.00	
Sale of Niches	0.00	
Grave Openings	9,100.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnm	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		13,100.00

**PARK**

Misc. Park Rentals	150.00	
Rent - Howard St. House	1,327.50	
Ballfield Rentals	550.00	
Pavilion Rentals	<u>840.00</u>	
TOTAL		2,867.50

**PARK FOUNDATION**

Donations	8,331.71	
Civic Center Donations	<u>0.00</u>	
TOTAL		8,331.71

**RECREATIONAL DEVELOPMENT**

Pool Concession Receipts	0.00	
Pool Gate	2,318.00	
Pool Daycare	0.00	
Pool Lessons	0.00	
Pool Noon	0.00	
Pool Pass	0.00	
Pool Special	0.00	
Basketball Entry Fees	200.00	
Basketball Sponsor Fees	0.00	
Softball Entry Fees	16,505.00	
Softball Sponsor Fees	0.00	
Softball Tournament Fees	0.00	

Volleyball Entry Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	32,985.00	
Baseball Sponsor Fees	0.00	
Soccer Fee	635.00	
Soccer Allstar	0.00	
Soccer Sponsor	<u>0.00</u>	
TOTAL		52,643.00

**STORMWATER MAINTENANCE FUND**

Stormwater Credit	0.00	
Stormwater Maintenance	<u>407.22</u>	
TOTAL		407.22

**TRUST & AGENCY**

July 4th Receipts	0.00	
Golf Tournament	0.00	
Farmers Market Fees	<u>0.00</u>	
TOTAL		-

**HEALTH INSURANCE FUND**

Health Insurance Reimbursement	<u>0.00</u>	
TOTAL		-

**INMATE SECURITY FUND**

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

**TRANSPORTATION SALES TAX**

Rent - Donna Drive Extension	<u>337.50</u>	
TOTAL		337.50

**RECREATIONAL SALES TAX FUND**

Civic Center Rentals	12,740.00	
Civic Center Programs	2,175.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	666.00	
Civic Center Concessions	<u>76.25</u>	
TOTAL		15,657.25

**CDBG**

CDBG - CDBG Rev	<u>0.00</u>	
TOTAL		-

REPORT TOTAL 151,579.28

## **Water & Light Deposit Accounts**

MARCH, 2026

<b>Beginning Balance March 1, 2026:</b>	\$293,311.62
<b>TOTAL DEPOSITS</b>	\$16,488.41
<b>TOTAL REFUNDS</b>	\$14,880.13
<b>Ending Balance March 31, 2026:</b>	\$294,919.90

*Balance Consists of :*

Checking Account for FSCB	\$84,919.90
Investments	\$210,000.00
	<hr/>
	<b>\$294,919.90</b>

CITY TREASURER'S REPORT FOR MARCH 2026

FUND	FUND BALANCES 03-01-2026	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 03-31-2026	INVESTMENTS	CASH BALANCE 03-31-2026
<b>ELECTRIC FUNDS</b>							
Operation & Maintenance	-	1,679,916.75	(569,374.38)	1,110,542.37	-	-	-
Electric Surplus Fund	2,223,564.98	-	545,258.91	11,178.45	2,757,645.44	6,000.00	2,751,645.44
Electric Capital Projects Fund	4,698,957.70	-	-	542.85	4,698,414.85	3,905,000.00	793,414.85
<b>WATER &amp; SEWER FUNDS</b>							
Water Operation & Maint.	-	297,067.49	(166,853.96)	130,213.53	-	-	-
Water Revenue Bond Fund	381,452.23	-	153,689.68	-	535,141.91	-	535,141.91
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	14,117,172.29	87,500.00	161,194.01	141,194.89	14,224,671.41	11,928,000.00	2,296,671.41
Water Replacement Fund	882,903.50	-	-	-	882,903.50	765,000.00	117,903.50
Water Capital Projects	393,318.00	-	-	112,300.00	281,018.00	-	281,018.00
Wastewater Operation & Maint.	-	242,202.50	(171,375.02)	70,827.48	-	-	-
Wastewater Replacement Fund	1,072,308.62	-	-	-	1,072,308.62	761,000.00	311,308.62
Wastewater Capital Projects	106,646.81	-	-	1,378.00	105,268.81	-	105,268.81
Wastewater Revenue Bond Fund	289,939.60	-	-	587.60	289,352.00	-	289,352.00
W & S Construction Fund	2,217,123.89	-	-	204,218.97	2,012,904.92	1,800,000.00	212,904.92
<b>General Revenue Fund</b>	734,547.39	166,425.59	465,153.05	928,410.32	437,715.71	337,765.95	99,949.76
<b>Landfill Fund</b>	820,228.59	77,042.36	(6,788.23)	66,064.25	824,418.47	610,000.00	214,418.47
<b>Cemetery Fund</b>	1,146,414.44	24,763.47	(5,275.48)	29,436.50	1,136,465.93	652,000.00	484,465.93
<b>City Park Fund</b>	103,067.92	21,814.30	(6,808.68)	66,473.20	51,600.34	-	51,600.34
<b>Public Park Foundation Fund</b>	131,880.30	8,331.71	-	1,500.00	138,712.01	95,000.00	43,712.01
<b>Recreational Development Fund</b>	358,841.29	52,643.00	-	24,312.54	387,171.75	-	387,171.75
<b>Band Fund</b>	(121.51)	11,663.47	-	11,541.96	-	-	-
<b>ARPA Fund</b>	174,295.25	-	-	135,500.00	38,795.25	-	38,795.25
<b>Road Use Tax Fund</b>	1,115,434.35	73,121.87	-	212,679.44	975,876.78	832,038.18	143,838.60
<b>Stormwater Maintenance Fund</b>	332,387.33	407.22	-	-	332,794.55	209,000.00	123,794.55
<b>Trust and Agency Fund</b>	1,010,504.82	5,000.00	10,654.69	12,595.11	1,013,564.40	782,740.60	230,823.80
<b>Health Insurance Fund</b>	764,110.71	2,875.71	153,572.49	290,443.43	630,115.48	545,000.00	85,115.48
<b>Inmate Security Fund</b>	18,639.12	96.00	-	-	18,735.12	-	18,735.12
<b>Equitable Sharing Fund</b>	16,024.92	-	-	-	16,024.92	-	16,024.92
<b>Transportation Sales Tax Fund</b>	1,179,234.99	118,271.89	-	1,576.00	1,295,930.88	725,455.27	570,475.61
<b>Transportation Capital Projects Fund</b>	2,200,379.43	-	-	421,708.70	1,778,670.73	-	1,778,670.73
<b>Sales Tax Fund</b>	2,291,596.11	266,259.62	-	45,460.00	2,512,395.73	1,505,358.76	1,007,036.97
<b>Recreation Sales Tax Fund</b>	223,222.66	74,624.49	(861.43)	38,490.60	258,495.12	50,000.00	208,495.12
<b>Public Safety Sales Tax Fund</b>	257,774.16	118,042.29	(374,816.45)	-	1,000.00	-	1,000.00
<b>Fire Protection Sales Tax Fund</b>	131,734.99	58,967.21	(187,369.20)	-	3,333.00	-	3,333.00
<b>Capital Projects Construction Fund</b>	785,505.53	-	-	13,885.77	771,619.76	540,000.00	231,619.76
<b>Economic Dev. Reserve Fund</b>	1,036,010.05	-	-	51,125.50	984,884.55	850,000.00	134,884.55
<b>CDBG Grant Fund</b>	0.00	-	-	-	0.00	-	0.00
<b>I-55 Corridor Special Alloc. Fund</b>	4,753.71	-	-	-	4,753.71	-	4,753.71
<b>TOTALS</b>	<b>41,329,854.17</b>	<b>3,387,036.94</b>	<b>-</b>	<b>4,134,187.46</b>	<b>40,582,703.65</b>	<b>27,009,358.76</b>	<b>13,573,344.89</b>

Respectfully Submitted,

*Angela Birk*

Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	11,146,754.23
Collectors Account	2,273,033.24
Escrow Account	136,057.50
Equitable Sharing Fund	16,024.92

**TOTAL** 13,573,344.89



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# MEMO

**TO:** Mayor Hahs and Members of the Board of Aldermen  
**FROM:** Angela Birk, City Clerk/Treasurer  
**DATE:** April 16, 2026  
**Subject:** Certified Election Results – April 7, 2026 Municipal Election

Attached you will find the results of the April 7, 2026, Municipal Election that have been officially certified by the Cape Girardeau County Election Authority in accordance with applicable state laws and procedures governing municipal elections.

Certification by the County Election Authority confirms that all ballots have been properly counted, verified, and audited, and that the election results are accurate and complete.

Acceptance of these certified results is required to finalize the election process and officially recognize the outcomes and allow for the orderly transition or continuation of elected offices as determined by the election.

If you have any questions or require additional information, please let me know.

# CAPE GIRARDEAU COUNTY MO ELECTIONS

## CERTIFICATION OF CAPE GIRARDEAU COUNTY, MISSOURI ELECTION RETURNS APRIL 7, 2026 GENERAL MUNICIPAL ELECTION

April 13, 2026

City of Jackson  
Angela Birk, City Clerk/Treasurer  
101 Court St.  
Jackson, MO 63755

Ms. Birk,

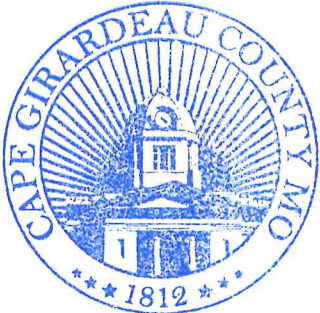
This is to certify the results of the April 7, 2026 General Municipal Election. The enclosed pages are the Official Results for the April 7, 2026 General Municipal Election.

### CERTIFICATION

State of Missouri                    )  
                                                  ) ss.  
County of Cape Girardeau    )

I, Kara Clark Summers, County Clerk/Election Authority for the County of Cape Girardeau, hereby certify the attached documents to be a true, correct, and complete abstract of all the votes cast in said county for all races and ballot issues at the General Municipal Election held on April 7, 2026, as shown by the returns from the different voting precincts in said county, and as verified by the verification board as provided in Section 115.507, RSMo.

IN TESTIMONY WHEREOF, I hereunto set my hand and affix the seal of the County, at my office in Jackson, Missouri, this 13th day of April 2026.



*Kara Clark Summers*  
Kara Clark Summers  
County Clerk/Election Authority  
Cape Girardeau County

Election Summary Report  
 GENERAL MUNICIPAL ELECTION  
 CAPE GIRARDEAU COUNTY, MISSOURI  
 TUESDAY, APRIL 7, 2026  
 Election Results  
 official

Date: 4/10/2026  
 Time: 5:31:41 PM CDT  
 Page 4/5

Registered Voters 55,115 - Total Ballots 10,529 : 19.10% - Blank Ballots 1

28 of 28 Precincts Reporting 100.00%

CAPE GIRARDEAU CITY COUNCIL WARD 6

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	1,016	

MARK BLISS	992	97.64%
WRITE IN	24	2.36%
Undervote	251	
Overvote	0	

JACKSON WARD 3 ALDERMAN

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	323	

MICHAEL SEABAUGH	314	97.21%
WRITE IN	9	2.79%
Undervote	93	
Overvote	0	

JACKSON WARD 1 ALDERMAN

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	287	

ERIC FRALEY	283	98.61%
WRITE IN	4	1.39%
Undervote	77	
Overvote	0	

JACKSON WARD 4 ALDERMAN

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	223	

STEVE STRODER	217	97.31%
WRITE IN	6	2.69%
Undervote	55	
Overvote	0	

JACKSON WARD 2 ALDERMAN

Number of Precincts	3	
Precincts Reporting	3	100.00%
Vote For 1		
Total Votes	296	

DAVE REIMINGER	291	98.31%
WRITE IN	5	1.69%
Undervote	68	
Overvote	0	

Statement of Votes Cast  
 GENERAL MUNICIPAL ELECTION  
 CAPE GIRARDEAU COUNTY, MISSOURI  
 TUESDAY, APRIL 7, 2026  
 Election Results  
 official

Date: 4/10/2026  
 Time: 5:32:57 PM CDT  
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	Turnout			JACKSON WARD 1 ALDERMAN							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	ERIC FRALEY		WRITE IN		Over votes	Under votes
Jurisdiction Wide											
BYRD 1											
Normal	2734	317	11.59%	2734	249	246	98.80%	3	1.20%	0	68
Absentee	2734	-		2734	0	0	-	0	-	0	0
Provisional	2734	-		2734	0	0	-	0	-	0	0
CENTRAL POLL											
Normal	0	158		0	7	7	100.00%	0	-	0	3
Absentee	0	-		0	0	0	-	0	-	0	0
Provisional	0	-		0	0	0	-	0	-	0	0
ABSENTEE											
Normal	-	-		0	0	0	-	0	-	0	0
Absentee	-	871		0	31	30	96.77%	1	3.23%	0	6
Provisional	-	-		0	0	0	-	0	-	0	0
Total											
Normal	55115	9653	17.51%	2734	256	253	98.83%	3	1.17%	0	71
Absentee	55115	871	1.58%	2734	31	30	96.77%	1	3.23%	0	6
Provisional	55115	5	0.01%	2734	0	0	-	0	-	0	0
Total	55115	10529	19.10%	2734	287	283	98.61%	4	1.39%	0	77

Statement of Votes Cast  
 GENERAL MUNICIPAL ELECTION  
 CAPE GIRARDEAU COUNTY, MISSOURI  
 TUESDAY, APRIL 7, 2026  
 Election Results  
 official

Date: 4/10/2026  
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	Turnout			JACKSON WARD 2 ALDERMAN							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	DAVE REIMINGER	WRITE IN	Over votes	Under votes		
Jurisdiction Wide											
BYRD 2											
Normal	2789	321	11.51%	2789	266	261	98.12%	5	1.88%	0	55
Absentee	2789	-	-	2789	0	0	-	0	-	0	0
Provisional	2789	-	-	2789	0	0	-	0	-	0	0
CENTRAL POLL											
Normal	0	158	-	0	2	2	100.00%	0	-	0	2
Absentee	0	-	-	0	0	0	-	0	-	0	0
Provisional	0	-	-	0	0	0	-	0	-	0	0
ABSENTEE											
Normal	-	-	-	0	0	0	-	0	-	0	0
Absentee	-	871	-	0	28	28	100.00%	0	-	0	11
Provisional	-	-	-	0	0	0	-	0	-	0	0
Total											
Normal	55115	9653	17.51%	2789	268	263	98.13%	5	1.87%	0	57
Absentee	55115	871	1.58%	2789	28	28	100.00%	0	-	0	11
Provisional	55115	5	0.01%	2789	0	0	-	0	-	0	0
Total	55115	10529	19.10%	2789	296	291	98.31%	5	1.69%	0	68

Statement of Votes Cast  
 GENERAL MUNICIPAL ELECTION  
 CAPE GIRARDEAU COUNTY, MISSOURI  
 TUESDAY, APRIL 7, 2026  
 Election Results  
 official

Date: 4/10/2026  
 Time: 5:32:57 PM CDT  
 Page 35/44

	Turnout			JACKSON WARD 3 ALDERMAN							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	MICHAEL SEABAUGH	WRITE IN	Over votes	Under votes		
Jurisdiction Wide											
BYRD 3 AND 4											
Normal	5295	633	11.95%	2897	294	287	97.62%	7	2.38%	0	84
Absentee	5295	-	-	2897	0	0	-	0	-	0	0
Provisional	5295	-	-	2897	0	0	-	0	-	0	0
CENTRAL POLL											
Normal	0	158	-	0	2	2	100.00%	0	-	0	3
Absentee	0	-	-	0	0	0	-	0	-	0	0
Provisional	0	-	-	0	0	0	-	0	-	0	0
ABSENTEE											
Normal	-	-	-	0	0	0	-	0	-	0	0
Absentee	-	871	-	0	27	25	92.59%	2	7.41%	0	6
Provisional	-	-	-	0	0	0	-	0	-	0	0
Total											
Normal	55115	9653	17.51%	2897	296	289	97.64%	7	2.36%	0	87
Absentee	55115	871	1.58%	2897	27	25	92.59%	2	7.41%	0	6
Provisional	55115	5	0.01%	2897	0	0	-	0	-	0	0
Total	55115	10529	19.10%	2897	323	314	97.21%	9	2.79%	0	93

Statement of Votes Cast  
 GENERAL MUNICIPAL ELECTION  
 CAPE GIRARDEAU COUNTY, MISSOURI  
 TUESDAY, APRIL 7, 2026  
 Election Results  
 official

Date: 4/10/2026  
 Time: 5:32:57 PM CDT  
 Page 36/44

	Turnout			JACKSON WARD 4 ALDERMAN							
	Reg. Voters	Ballots Cast	% Turnout	Reg. Voters	Total Votes	STEVE STRODER	WRITE IN	Over votes	Under votes		
Jurisdiction Wide											
BYRD 3 AND 4											
Normal	5295	633	11.95%	2398	206	200	97.09%	6	2.91%	0	49
Absentee	5295	-	-	2398	0	0	-	0	-	0	0
Provisional	5295	-	-	2398	0	0	-	0	-	0	0
CENTRAL POLL											
Normal	0	158	-	0	4	4	100.00%	0	-	0	1
Absentee	0	-	-	0	0	0	-	0	-	0	0
Provisional	0	-	-	0	0	0	-	0	-	0	0
ABSENTEE											
Normal	-	-	-	0	0	0	-	0	-	0	0
Absentee	-	871	-	0	13	13	100.00%	0	-	0	5
Provisional	-	-	-	0	0	0	-	0	-	0	0
Total											
Normal	55115	9653	17.51%	2398	210	204	97.14%	6	2.86%	0	50
Absentee	55115	871	1.58%	2398	13	13	100.00%	0	-	0	5
Provisional	55115	5	0.01%	2398	0	0	-	0	-	0	0
Total	55115	10529	19.10%	2398	223	217	97.31%	6	2.69%	0	55

# MEMO



**To:** Mayor Dwain Hahs and Members of the Board of Aldermen  
**From:** Angela Birk, City Clerk/Treasurer  
**Date:** April 16, 2026  
**Re:** BS&A Software Change No. 2

---

Attached is Change Order No. 2 to the BS&A Software contract for Financial & Utility Billing Migration project. This change order, in the amount of \$2,400, is relative to the migration of cemetery deed documents from our legacy software system to the new platform.

During the implementation process, it was identified that the existing deed records require additional handling to ensure accurate transfer, formatting, and indexing within the new system. This work goes beyond the original project scope.

The change order will cover:

- Extraction and conversion of deed documents from the legacy system
- Validation and quality assurance to ensure all records are accurately migrated
- Proper indexing to maintain accessibility and compliance

Completing this migration correctly is critical to preserving historical records, maintaining operational continuity, and ensuring staff can efficiently access deed information moving forward.

Without this additional work, there is a risk of incomplete or inaccurate records in the new system. Staff recommends approval of this change order.

# Change Request

BS&A Software, LLC | bsasoftware.com | 855 BSASOFT

Customer: City of Jackson, Cape Girardeau County MO

Prepared By: Steve Rennell

Quote #	Q-03525	Date	03/19/2026
		Valid Until Date	07/17/2026

Changed Deliverable	Net Change in Cost
Add Cemetery Management attachment conversion from gWorks	\$2,400.00
Total Net Changes	\$2,400.00

### BS&A Software, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

### Customer

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_



---

**TO: Mayor and Board of Aldermen**

**FROM: Janet Sanders, Director of Public Works**

**DATE: April 17, 2026**

**RE: Task Order 19-04 - Amendment #10 – Ridge Road Water Tower & Geotechnical Study**

---

Attached you will find proposed Amendment #10 to Task Order 19-04 for Horner & Shifrin to provide engineering services for the design, bidding, and construction phase of the new Ridge Road Water Tower at a cost of \$219,804.00. This amendment also includes fees for a third-party geotechnical study of the property which is felt to be necessary due to our seismic zone and previous experience in tower construction that encountered karst topography.

Task Order 19-04 was originally established to cover the various phases of the Water Facility Plan Implementation Projects and has carried through seven years and a number of major water system improvement projects. No future projects are expected to be included under this task order.



THE POWER HOUSE AT UNION STATION • 401 S. 18<sup>th</sup> ST., STE. 400 • SAINT LOUIS, MISSOURI 63103-2296  
314-531-4321 • FAX 314-531-6966 • www.HomerShifrin.com

February 25, 2026

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

**Re: Task Order Authorization No. 19-04 Increase in Expenditures  
to Provide Professional Engineering Services for The Water System Facility Plan  
Implementation Program – Phase 2 for the City of Jackson, MO  
Amendment No. 10 – Ridge Road Water Tank**

Dear Mrs. Sanders:

The Amendment No. 10 to the above Task Order Contract is requested to provide additional engineering services for the design, bidding, and construction phase services related to the design of the new Ridge Road Water Tank.

Based on the additional scope of work required for the Ridge Road Water Tank, with the detailed scope and fee detailed on Exhibit A attached, the additional fee request is as follows:

New Ridge Road Design, Bidding, and Construction Fee	\$240,300
Original Ridge Road Tank DBM fee remaining	<u>-\$20,496</u>
<b>Requested Amendment No. 10 fee</b>	<b>\$219,804</b>

Please note that included a fee of \$63,954 for Shannon & Wilson, Inc. to perform a geophysical survey to evaluate the potential of karst at the proposed tank site. This is being done since we encountered karst when the Hwy 61 North Tower was built, requiring the tower to be shifted on the site to avoid the karst area. Karst in the area is prevalent as seen at nearby quarries. This evaluation will not only identify the karst areas (if any) we need to avoid but also allow the geotechnical engineer to identify in more detail the site subsurface conditions which will result in a reduced foundation size for the tank, saving the city the cost of this investigation or more during tank construction.

The below summarizes the H&S design fee to date for the entire Water System Facility Plan Improvements project from inception in January 2016 to today:

Original Contract	\$346,800
Contract Amendment 1	\$ 60,100
Contract Amendment 2	\$233,173
Contract Amendment 3	\$ 9,540
Contract Amendment 4	\$ 79,600



Mrs. Janet Sanders  
February 25, 2026  
Page 2

Contract Amendment 5	\$ 31,900
Contract Amendment 6	\$ 85,900
Contract Amendment 7	\$ 2,800
Contract Amendment 8	\$ 30,600
Contract Amendment 9	\$ 500
<b>Contract Amendment 10</b>	<b>\$219,804</b>
Total Contract to Date	\$1,100,717

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

Respectfully Submitted,

James E. McCleish, P.E.  
Senior VP, Senior Fellow - Water

Lisa Fennewald, P.E.  
Project Manager

Enclosures

CITY OF JACKSON, MISSOURI  
300,000 GALLON WATER STORAGE TANK AT RIDGE ROAD  
ENGINEERING FEE ESTIMATE

Prepared By: LEFENNEWALD

Cost Center	Task No.	Task Description	Task M.H.	Task Cost	Labor Classification							
					Ziegler, William	Fennewald, Lisa	Visintine, Brian	Ritchason, Daniel	Gotschlich, Emma	Kuno, Todd	Pierce, Don	BT04
					WP02	WP03	WT01	WP07	WP13	BP05		BT04

DESIGN BASIS MEMORANDUM															
Water															
	1	Coordination with subconsultant (Shannon & Wilson, Inc.) to perform geophysical survey.	4	\$920											
	2	Review geophysical report and submit to City.	4	\$960	2										
	3	Teams meeting with City staff to review geophysical investigation findings.	2	\$460											
	4	Coordinated site topographic survey work with subconsultant (Strockland Engineering), including survey of I-55 tank foundation elevations.	6	\$1,270			2								
	5	Perform field reconnaissance for tank, main extension, and access road location and review SCADA modifications with the City.	6	\$1,380											
	6	Evaluate and confirm tank height to match I-55 tower overflow elevation, and confirm main size to tank with City.	4	\$810			2								
	7	Determine FAA requirements.	7	\$1,040					6						
	8	Compare Facility Plan tank size recommendation to 2025 demands to confirm tank size.	5	\$770					4						
	9	Prepare life cycle cost analysis of single pedestal versed multi-column elevated tank.	10	\$1,730					6						
	10	Review options for mixing to improve contact time and reduce water age and identify tank appurtenances.	10	\$1,540					8						
	11	Evaluate tank electrical needs and controls for tank operation.	4	\$720				4							
	MEP		6	\$1,100						4					2
	12	Prepare Design Basis Memorandum (DBM) to summarize the above evaluation. The report will summarize previously prepared hydraulic analysis prepared under previous reports (20-Year Facility Plan Development) to demonstrate the need for additional system storage per MDNR requirements. Submit to City.	20	\$4,000			4								
	13	Conference call with City to review DBM comments.	2	\$460											
	14	Finalize DBM and submit to City.	2	\$460											
	15	Administer and manage project DBM tasks including QA/QC of work performed.	12	\$2,840	4		8								2
		Subtotal	104	\$20,460	6		52		28		4		4		2

DESIGN PHASE															
Water															
	1	Coordinate geotechnical boring requirements and locations.	4	\$920											
	2	Coordinate survey of boring location and elevations.	6	\$1,190					2						
	3	Coordinate with tank manufacturers.	6	\$1,000					4						
	4	Develop 60% plans and submit draft plans to City for review	96	\$17,520			48		16						16
	MEP		24	\$3,760											
	5	Prepare 60% contract documents and technical specifications to the City for review.	58	\$11,140					20						
	MEP		20	\$3,240											12
	6	Meet with City and City's integrator to discuss SCADA requirements (Teams).	10	\$2,000											
	7	Meet with the City to review comments (Teams).	2	\$460											
	8	Finalize plans and specs to 95% completion and submit to City for review.	54	\$9,880			20		12						6
	MEP		10	\$1,620											
	9	Teams call with City to review comments.	2	\$460											
	10	Prepare engineer's opinion of probable construction cost and submit to the City.	14	\$2,350					8						
	MEP		4	\$840											
	11	Incorporate final review comments from the City into the plans and specs.	10	\$1,700			4		4						
	12	Prepare and submit MDNR Construction Permit Application.	6	\$1,000					4						
	13	Address any MDNR comments and submit final plans and specs to City.	6	\$1,080					2						
	14	Administer and manage project Design Phase tasks including QA/QC of work performed.	16	\$3,840	8		8								34
		Subtotal	348	\$64,000	8		108		72		26		76		24

CITY OF JACKSON, MISSOURI  
300,000 GALLON WATER STORAGE TANK AT RIDGE ROAD  
ENGINEERING FEE ESTIMATE

Prepared By: LEFENNEWALD

Cost Center	Task No.	Task Description	Task M.H.	Task Cost	Labor Classification						
					Ziegler, William WP02	Fennewald, Lisa WP03	Visintine, Brian WT01	Ritchason, Daniel WP07	Gotschlich, Emma WP13	Kuno, Todd BP05	Pierce, Don BT04
<b>BIDDING PHASE</b>											
Water	1	Post bid document to Quest for bidding and notify potential bidders.	6	\$1,000		2			4		
Water	2	Attend pre-bid meeting and prepare meeting minutes.	8	\$1,840		8					
Water	3	Address contractor's questions during bidding, including any Addendums.	30	\$5,430		12	6		12		
MEP	4	Review bids and makes recommendation to the City.	2	\$420		4			4	2	
Water	5	Prepare Notice of Award and Construction Agreement.	8	\$1,460		4			4		
Water	6	Administer and manage Bidding Phase tasks.	4	\$730		2			2		
		<b>Subtotal</b>	62	\$11,880	4	28	6	0	22	2	0
<b>CONSTRUCTION PHASE</b>											
Water	1	Prepare Notice to Proceed.	3	\$500		1			2		
Water	2	Prepare for and attend pre-construction meeting and prepare meeting minutes.	18	\$3,190		8			10		
Water	3	Review contractor-submitted shop drawing and other items (e.g., construction schedule, schedule of values).	28	\$5,100		12		4	12		
MEP	4	Evaluate/determine suitability of substitutions.	4	\$840						4	
Water	5	Review proposed schedule and schedule of values.	10	\$2,010		6			2		
Water	6	Respond to contractor's questions and RFIs.	2	\$460		2			2		
Water	7	Prepare Change Order requests, as appropriate.	16	\$3,010		4	6		4		
Water	8	Review and process contractor's payment request (assume 12).	4	\$840						4	
Water	9	Coordinate construction painting inspections.	12	\$2,250		4			2		
Water	10	Periodic site inspections and progress meeting (assume 6).	12	\$2,190		6			6		
Water	11	Conduct substantial completion walk through and issue punch list items.	4	\$920		4					
MEP	12	Assist District with project closeout. Coordinate completion of close-out forms with contractor (Substantial Completion, Lien Waivers, Warranty).	48	\$11,040		48					
Water	13	Administer and manage Construction Phase Tasks.	16	\$2,920		8			8		
		<b>Subtotal</b>	6	\$1,260		24	4		8	6	0
		<b>Subtotal</b>	22	\$46,170	2	135	14	8	54	14	0

TOTAL ESTIMATE MANHOURS 743  
TOTAL ESTIMATED LABOR COSTS \$142,510

DESIGN EXPENSES:

Item	Unit	Total Cost
Mileage:	2,200 miles	\$1,540
Survey Subconsultant (Strickland Engineering):	SAY	\$4,500
Geotechnical Subconsultant (Shannon & Wilson, Inc.):	SAY	\$63,954
Paint Inspection Subconsultant (CIS):	SAY	\$27,500
Misc. Reimbursable Expenses:	SAY	\$200
<b>ESTIMATED TOTAL REIMBURSABLE EXPENSES:</b>		<b>\$97,694</b>
<b>MARK UP PERCENTAGE:</b>	0%	0
<b>ESTIMATED TOTAL EXPENSES:</b>		<b>\$97,694</b>
<b>TOTAL ESTIMATED NOT-TO EXCEED COST:</b>		<b>\$240,300</b>
<b>FEE REMAINING FROM ORIGINAL TANK DBM FEE:</b>		<b>(\$20,496)</b>
<b>TOTAL ESTIMATED ADDITIONAL NOT-TO EXCEED COST:</b>		<b>\$219,804</b>



March 17, 2026

Ms. Lisa Fennewald, P.E.  
Horner & Shifrin, Inc.  
401 S. 18th Street, Suite 400  
Saint Louis, Missouri 63103  
[lefennewald@hornershifrin.com](mailto:lefennewald@hornershifrin.com)

RE: PROPOSAL FOR GEOTECHNICAL SERVICES\_REVISION 1  
JACKSON WATER TOWER  
JACKSON, MISSOURI

Dear Ms. Fennewald:

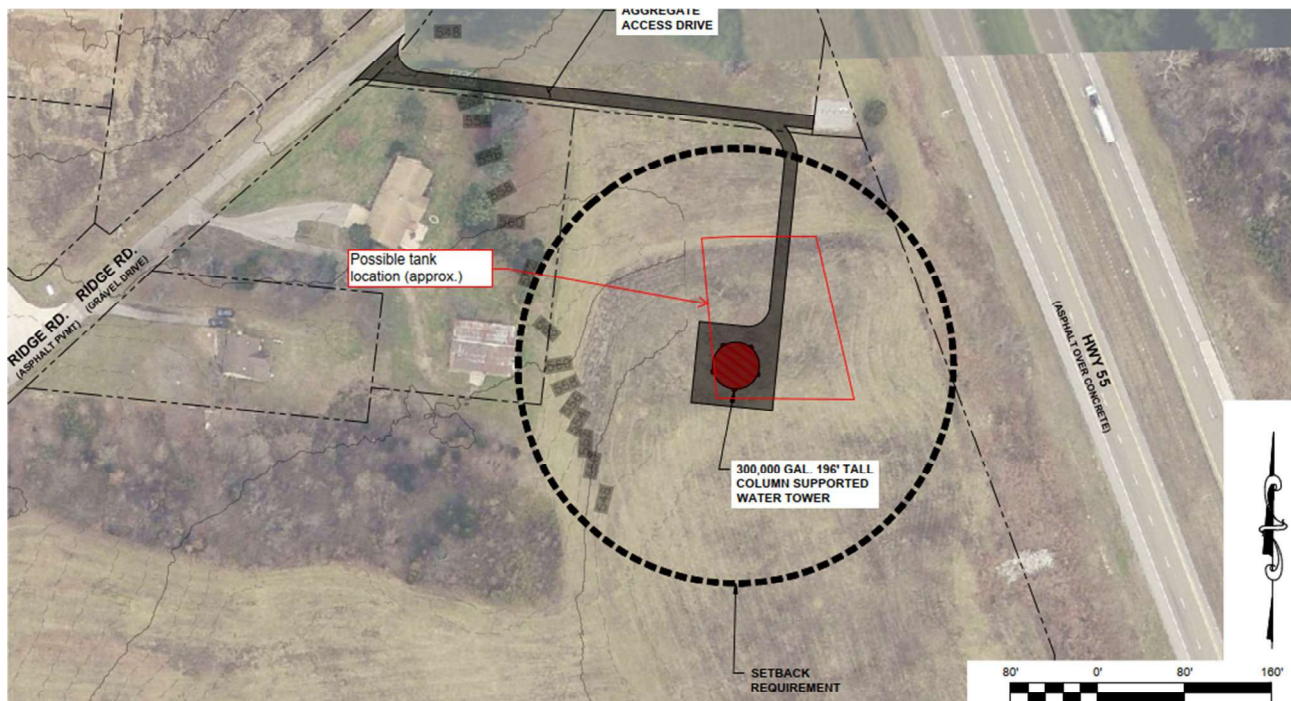
Shannon & Wilson is pleased to submit this revised geotechnical services proposal for the proposed water tower located between Ridge Road and Interstate 55 in Jackson, Missouri in response to your email request on March 11, 2026. We understand the City of Jackson desires only one geophysical method to evaluate the site for karst and anticipates three borings for the water tower, omitting the shallow borings originally proposed for the access road.

The purpose of our services for the project will be to provide geotechnical design and construction recommendations. Our services will include a geophysical survey, an exploration of the subsurface conditions at the site, laboratory testing of recovered soil and rock samples, engineering analysis of the subsurface conditions as they relate to the proposed construction, and preparation of a Geotechnical Report for the project. Our understanding of the project, scope of services, and associated fees are discussed in greater detail below.

## PROJECT AND SITE DESCRIPTION

The project is located on the east side of Jackson, Missouri between Ridge Road and Interstate 55 as shown in Exhibit 1. Our understanding of the project and site development is based on the drawing titled "Site Plan, Ridge Road Water Tower", dated August 22, 2024, and our email and phone correspondence on February 19, 2026. We understand that the project consists of a new elevated spheroid water tank, 196 feet tall, with a 300,000-gallon capacity for the City of Jackson. Structural loads were not provided, but we assume they will be provided by the tank manufacturer at a later date. Site grading details were not available at the time of this proposal, but based on the topography of the general area, we anticipate shallow cuts/fills.

Based on a review of the project area on GoogleEarth™, the proposed area of the water tower consists of a generally level, grass covered area devoid of structures. The northern portion of the parcel is approximately 15 feet higher in elevation than the possible tank location identified in Exhibit 1. The site slopes downward several feet in elevation moving east toward Interstate 55 and is grass covered. We understand the “setback requirement” from adjacent roads and structures is equivalent to the tower height.



**Exhibit 1: Approximate Tank Location**

## SCOPE OF WORK

Our scope of work will include a subsurface investigation of the site as described in the following sections.

### Geophysical Survey

We understand Horner & Shifrin has encountered karst at another project located about 1.5 miles to the east of the site and wishes to include a geophysical survey to evaluate the potential for karst in the geotechnical investigation. The Electrical Resistivity Tomography (ERT) geophysical method will be used to investigate for the presence of karst and is described in the following section. We understand there is some flexibility in where the tank can be positioned at the site, as shown in

Exhibit 1. This area will be evaluated using ERT prior to the drilling of exploratory borings. The advantage of geophysics is that it can provide subsurface information over a large area rather than at a just a specific point, such as in an exploratory boring. The survey lines may need to cross into adjacent properties to reach the target depth within the proposed area of the water tank. End coordinates of geophysical survey lines will be collected with a sub-meter GPS unit and mapped on a site plan. Exploratory borings, as described later in this proposal, will also be required in order to ground truth the geophysical data and to perform in-situ testing and sampling.

The geophysical survey will be conducted by a geophysical subcontractor. You should be aware that investigating potential karst features is extremely difficult and no method can definitively identify existing karst or rule out the potential for future karst development.

### Electrical Resistivity Tomography (ERT)

The evaluation will include the performance of a high-resolution multi-electrode electrical resistivity tomography (Sting-ERT) traverses crossing portions of the study area in two opposite directions. The Sting-ERT data will be collected with an AGI Super Sting R8 resistivity meter and 56 electrodes, and processed using EarthImager™, V2.1.7, a two-dimensional resistivity inversion software program. Each Sting-ERT traverse will be approximately 440 feet in length and will be designed to resolve subsurface Sting-ERT resistivity data up to approximately 88 to 146 feet below the ground surface, using an electrode spacing of about 4 feet in a dipole-dipole strong gradient survey mode.

### Subsurface Exploration

We will discuss the results of the geophysical survey with you to evaluate the suitability of the site, preferred tank location, and exploratory boring program. For budgeting purposes, we assumed 3 days of drilling in this proposal that would cover tank foundation exploratory borings and karst exploration as applicable. We may recommend additional subsurface exploration following the results of the ERT survey and findings in the 3 planned borings at the selected tank location. We agree to not exceed three days of drilling effort without your approval. The actual boring locations and sampling will be tailored to the subsurface conditions interpreted from the geophysical survey. The specifics of the exploratory boring program (total number of borings, depth, sampling, etc.) will be provided following our discussion of the geophysical survey results.

We will engage a drilling subcontractor with local experience to complete the borings. Drilling will be accomplished using a rotary drill mounted on a rough-terrain or track mounted rig. Drilling and sampling will be performed in general conformance to current American Society for Testing and

Materials (ASTM) standards. As required by law, our drilling subcontractor will make the utility locate request from the Missouri one-call system for clearance of underground utilities.

Groundwater measurements will be performed during drilling. As site conditions permit, borings will be left open allowing time for a subsequent groundwater measurement prior to backfilling with auger cuttings at the end of the working day. Excess cuttings will be mounded over borings to accommodate future backfill settlement that may occur.

An experienced Shannon & Wilson geologist or engineer will provide full-time quality control during the subsurface exploration. Our field representative will also reconnoiter the site; locate explorations based on site features; select sample location and frequency; inspect recovered samples; preserve portions of collected samples for laboratory testing; and prepare descriptive logs of the observed conditions.

**We emphasize the importance of providing a full-time geologist or engineer during exploration. Variable subsurface conditions that warrant modification to the planned exploration program are frequently encountered. These conditions cannot be identified and addressed during exploration without the full-time observation of a qualified geologist or engineer.**

## Laboratory Testing

The laboratory testing program will be determined as part of the subsurface exploration plan development (following the geophysical survey). Our estimated fee is provided in Table 3 for budgeting purposes and can better define the laboratory test fee once the subsurface exploration plan has been developed.

## Engineering Analysis, Design Recommendations, and Report

Data generated during the subsurface exploration and laboratory testing will be analyzed by a geotechnical engineer to develop geotechnical design and construction recommendations based upon our understanding of the proposed project. Our conclusions and recommendations along with a summary of our observations including exploration logs, laboratory test results and associated figures will be assembled into a formal report.

The Geotechnical Report along with associated calculations and analysis will be reviewed for technical soundness by a senior level, registered professional engineer specializing in geotechnical engineering and by an Associate or higher member of the firm for quality control. The completed report will be signed and sealed by a professional engineer registered in Missouri. The

Geotechnical Report will address the items listed below in Table 1. We may also discuss other geotechnical design or construction concerns that we identify during our work.

**Table 1: Geotechnical Report Items**

Item
A description of the proposed project and site.
Geophysical survey results.
A discussion of karst risk at the site.
Exploration logs profiling soil type, test results and other subsurface observations.
Laboratory test results not reported on exploration logs.
A summary of soil, rock and groundwater conditions observed in the explorations.
Either shallow or deep foundation design parameters depending on the encountered subsurface conditions.
Recommendations for water tower foundation system including bearing pressure, adhesion, friction, and/or uplift design values (as applicable).
Recommended LPILE parameters for deep foundations (as applicable).
Potential for building settlement including estimated magnitude of total and differential settlements.
Potential for excessive shrink or swell of foundation soils, along with recommendations for remediation of the potential.
Seismic site classification in accordance with IBC criteria including Ss and S1 parameters.
Potential for liquefaction of site soils.
Design and/or construction recommendations for pavements (pavement design not included unless noted elsewhere).
Sub-drainage recommendations for pavements.
Suitability of on-site soils for use as fill and backfill for embankments, structures, and pavements.
Recommendations for soil compaction and handling including compaction requirements for embankments, structures, and pavements.
A discussion of temporary excavation and protection requirements such as sheeting, shoring, slopes, and underpinning.
General recommendations for construction of permanent cut and fill slopes (global stability analysis of slopes is not included unless noted elsewhere).
Potential frost penetration depth and mitigation.
Potential for rock excavation in excavations within the exploration limits.

## MEETINGS AND CONSULTATION

We have included time for meetings during the design of the project. We have assumed two virtual meetings, one to discuss the results of the geophysical survey and proposed subsurface exploration program, and another to discuss the final geotechnical report, with a total of 3 hours budgeted.

## CONSTRUCTION MONITORING SERVICES

As noted in the attached “Important Information About Your Geotechnical/Environmental Proposal”, retaining the geotechnical consultant during the construction phase of the project is important to quickly evaluate unanticipated conditions and to recommend alternative solutions to problems.

Construction monitoring services are not included in this proposal although we are available to provide these services pertaining to geotechnical aspects of the project. This typically includes the observation and testing of earthwork; foundation excavation and installation; subgrade and base for slabs-on-grade; pavement subgrade, base course, and surface courses; concrete; steel; and engineering consultation to resolve geotechnical construction issues.

## SCHEDULE

In general, we are prepared to begin fieldwork within 1 to 2 weeks after notice to proceed, weather and site conditions permitting and dependent upon the schedule of our geophysical subcontractor. The geophysical report will be completed within about 2 to 3 weeks after completion of the field work. We will meet to discuss the results of the geophysical survey within about 1 week after we’ve received the report. We anticipate drilling could occur within 1 to 3 weeks after the meeting, depending on the weather and availability of our drilling subcontractor. Drilling is scheduled to take 3 days in this proposal. Our Geotechnical Report will be submitted within about 2 to 3 weeks after completion of the subsurface exploration. Upon request, we will provide preliminary design information as it becomes available during our analysis. The schedule and dates can be better defined once notice to proceed has been provided.

## ASSUMPTIONS

We have prepared this scope of work, schedule, and cost estimate based on the assumptions listed below in Table 2. If any of these assumptions are in error or change, then changes to our scope, schedule and/or fee may be required.

**Table 2: Assumptions**

Assumption
The survey lines may need to cross into adjacent properties to reach the target depth within the proposed area of the water tank. If required, we assume you will acquire permission from adjacent property owners as applicable for our geophysical survey.
We anticipate that the boring locations are accessible with an ATV-mounted drill rig based on our Google Earth™ review, unless otherwise noted in the proposal.
You will procure authorization to access the site.
We assume that you will provide GPS coordinates, provide general staking, or provide drawings which will facilitate geophysical survey and boring layout and provide an elevation reference for explorations.
This proposal does not include the identification of privately-owned site utilities such as electrical feeds to streetlights, irrigation lines, water and sewer service lines, etc. that may be present within the area of the borings. We suggest that you verify the existing site drawings to confirm if there are any privately-owned site utilities with the owner.
Depending on the subsurface conditions encountered in the borings, mud rotary drilling techniques may be required to complete the exploration. We expect that the City of Jackson, MO will provide water if needed for mud rotary drilling and/or for rock coring.
The proposal includes 3 days for drilling. The actual drilling scope will be discussed with you and determined following completion of the geophysical survey.
Excess cuttings will be mounded over boreholes to accommodate future backfill settlement that may occur.
Environmental contamination will not be encountered in any boring. You would be notified immediately of any boring that encounters apparent contamination and all drilling will stop pending further instruction. Costs associated with additional field labor, storage and handling of suspect auger cuttings, and disposal costs, if requested, are not included in this proposal.

## CONTRACT AGREEMENT

Due to the current uncertainty with karst at the site, the subsurface exploration (drilling and lab scope) will be refined and require your approval following our meeting to discuss the results of the geophysical survey.

We will provide the services as described above, and as authorized by you, on a unit price basis in accordance with the attached Standard Rate Schedule. We have estimated the total fee for our services to be Sixty-Three Thousand Nine Hundred and Fifty-Four Dollars (\$63,954) as shown in Table 3. We anticipate the estimated fee shown below is representative of generally ideal subsurface conditions. The actual fee may differ but should not exceed an upper-bound value of about \$79,000, should additional drilling beyond three days and additional analysis be required.

Our approach, scope of work, schedule, and price contained in this proposal will be provided in accordance with the terms and conditions contained within the Master Services Agreement (MSA) between Shannon & Wilson and Horner & Shifrin dated April 29, 2021.

**Table 3: Estimated Fee for Budgeting Purposes<sup>1</sup>**

Description	Fee
Geophysical Survey and Report <sup>2</sup>	\$25,341
Drilling <sup>3</sup>	\$19,168
Lab Testing	\$7,190
Geotechnical Report	\$12,255
<b>Total</b>	<b>\$63,954</b>

NOTES

- 1 Estimated fee assuming 3 days of drilling and ERT geophysical survey.
- 2 Geophysics to be completed prior to subsurface exploration.
- 3 Drilling and lab scope will be refined following geophysical survey.

We have attached to this proposal a document titled, “Important Information About Your Geotechnical/Environmental Proposal.” Please read it carefully so that you understand what our services can and cannot do for you.

### OUR SERVICE PROMISE TO YOU

Shannon & Wilson is dedicated to helping your project succeed and to making your experience with us a positive one. Our hope is that, if you enjoy working with us on this project, you will use our services on your next project! To that end, we want you to be completely satisfied with our performance, our personnel, and our project documentation.

We encourage you to discuss any discrepancies between our service and your expectations with me. If you feel that we are not delivering on our promise of quality service, we encourage you to take your concerns straight to our Saint Louis Office Manager, Pat Kinsella. Pat’s direct number is (314) 564-8113. Your project is important to us and we want to deliver our services to your full satisfaction.

### CLOSURE

If you have questions regarding this proposal or desire to modify the scope of work, please contact me at 314-502-6353 or [dale.miller@shanwil.com](mailto:dale.miller@shanwil.com). If this proposal meets with your approval, please sign in the space provided below and return one signed copy of this letter, which will serve as your authorization to proceed with the stated work.

Please note that we are available to discuss other services offered by our Saint Louis office including environmental engineering and construction monitoring services for further support of

Ms. Lisa Fennewald, P.E.  
Horner & Shifrin, Inc.  
March 17, 2026  
Page 9 of 10



this project. We appreciate your consideration of Shannon & Wilson for your project and your continued confidence in our firm.

Sincerely,

SHANNON & WILSON

A handwritten signature in blue ink that reads 'Dale Miller'.

Dale P. Miller  
Senior Geotechnical Engineer

DPM:TJA/tad

Enc. Important Information About Your Geotechnical/Environmental Proposal

**I accept the above proposal and authorize the stated work to proceed.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Title

\_\_\_\_\_  
E-mail Address

**Direct Correspondence to**

**Please Direct Billings to**

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Attention

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Organization

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Organization

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City, State, & Zip

\_\_\_\_\_  
City, State, & Zip

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Billing Reference  
(Project Name, PO, or other identification)

# Important Information

## About Your Geotechnical/Environmental Proposal

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

### HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

### DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design that should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

### READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

### HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant

to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

#### OBTAIN CONSTRUCTION MONITORING SERVICES.

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, conduct additional tests if required, and when necessary, recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

#### REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

#### ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

#### RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

**The preceding paragraphs are based on information provided by the ASFE/Association of Engineering Firms Practicing in the Geosciences, Silver Spring, Maryland**



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**TO: Mayor and Board of Aldermen**

**FROM: Don Schuette, Director of Electric Utilities**

**DATE: April 17, 2026**

**RE: East Jackson Boulevard Roadway Lighting Project**

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Please see the included bid from KT Power Systems, Inc. for the East Jackson Boulevard Roadway Lighting Project. Staff recommends acceptance of this bid.

The following agenda item is consideration of a contract with KT Power Systems, Inc. for the above referenced project.

Let me know if you have any questions.

Project #SE0247

City of Jackson  
101 Court Street  
Jackson, MO 63755

# REQUEST FOR BID

BID OF

Bidder Name KT Power Systems

Bidder Address 433 County Road 638

Cape Girardeau, MO 63701

FOR  
CONSTRUCTING OR IMPROVING

**East Jackson Boulevard Roadway Lighting**

**Route 61 / Jackson Boulevard  
Cape Girardeau County  
City of Jackson, Missouri**

February 2026

NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Jackson, Attn: City Clerk's Office, 101 Court Street, Jackson, MO 63755 for the proposed work will be received by the City of Jackson until 2:00 PM (prevailing local time) on Tuesday, March 17, 2026, at the office of the City Clerk, and at that time will be publicly opened. Bids should be delivered to: City of Jackson, Attn: City Clerk's Office, 101 Court Street, Jackson, MO 63755.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Installation of new roadway lighting along Route 61 (East Jackson Boulevard) from approximately the intersection of Hilltop Drive in an easterly direction to South Old Orchard Road.

Installation of new electric services and renovation of existing circuit wiring for existing lighting along MO-72 (West Jackson Boulevard) from approximately 1000' east of County Road 335 in an easterly direction to Highway 25/South Hope Street.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans  
For Highway Construction

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Jackson", and the term "Engineer" is a reference to the Engineer of Record from Strickland Engineering, LC.

The contracting authority for this contract is the City of Jackson.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days: 245  
Completion Date: December 31, 2026

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 750.00

February 2026

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- Paper Bid Bond
- Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 32", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

February 2026

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

KT Power Systems, which is the correct LEGAL NAME.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual                       partnership                       joint venture

corporation, incorporated under laws of state of Missouri.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

\_\_\_\_\_

Executed by bidder this 17th day of March 2026.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF

February 2026

MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

*Robin Koch Tolbert*

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Robin Koch Tolbert, President

Please print or type name and title of person signing here

Attest:

*Joe Kuhn*

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **SALES AND USE TAX EXEMPTION:** City of Jackson, a tax-exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax-exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

**BID ITEMS**

Project: East Jackson Boulevard Roadway Lighting

Project No.: SE0247

East Jackson Boulevard Roadway Lighting						
Item No.		Description	Unit	Total Qty	Unit Cost	Ext. Cost
901.10.68	1	Lighting Pole, 30 FT, Type AT45, Design 5	EA	83	2,300.00	190,900.00
901.99.02A	2	Luminaire, LED, Proprietary Item	EA	83	1,582.00	131,306.00
901.99.02B	3	Power Supply Pedestal, 240 Volt	EA	4	5,600.00	22,400.00
901.30.02	4	Conduit, 2 IN. Rigid, Trenched	LF	240	16.35	3,924.00
901.40.03	5	Conduit, 3 IN. Rigid, Pushed	LF	400	38.00	15,200.00
901.30.03	6	Conduit, 3 IN. Rigid, Trenched	LF	160	36.50	5,840.00
901.61.11	7	Pull Box, Preformed Class 1	EA	4	1,150.00	4,600.00
901.61.12	8	Pull Box, Preformed Class 3	EA	4	1,975.00	7,900.00
901.99.03	9	Cable, 2/0 AWG, 1 Conductor	LF	1200	6.30	7,560.00
901.74.03	10	Cable-Conduit, 1 IN., 3 Conductors, 4 AWG, Bored	LF	16250	13.40	217,750.00
901.82.45	11	Pole Foundation, AT45 Design 5, 7' Screw Type Helix Base in soil	EA	63	1,391.00	87,633.00
901.82.45	12	Pole Foundation, AT45 Design 5, Steel Pile Base in rock	EA	20	4,935.00	98,700.00
901.86.12	13	Power Supply Assembly, Type 2, 240/120 Volt Service, Lighting Only	EA	4	458.00	1,832.00
618.10.00	14	Mobilization	LS	1	23,000.00	23,000.00
616.99.01	15	Temporary Traffic Control	LS	1	12,148.00	12,148.00
805.99.01	16	Restoration - Seeding	LS	1	4,220.00	4,220.00
901.71.10	17	Cable, 10 AWG, 1 Conductor, Pole	LF	5810	.80	4,648.00
901.40.02	18	Conduit, 2 IN. Rigid, Pushed	LF	160	33.85	5,416.00
West Jackson Boulevard Lighting Renovations						
901.99.03	19	Conduit, 1-1/2 IN. Rigid, Trenched	LF	1100	21.50	23,650.00
901.61.11	20	Pull Box, Preformed Class 1	EA	1	976.00	976.00
901.70.06	21	Cable, 6 AWG, 1 Conductor	LF	3300	1.53	5,049.00
901.86.10	22	Power Supply Assembly, Type 1, 240/120 Volt Service, Lighting Only	EA	7	1,952.00	13,664.00
805.99.01	23	Restoration - Seeding	LS	1	6,931.00	6,931.00

Total Price \$ 895,247.00



BILL NO. 26-\_\_

ORDINANCE NO. 26-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *KT POWER SYSTEMS, INC., OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO THE *EAST JACKSON BOULEVARD ROADWAY LIGHTING 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 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **KT Power Systems, Inc., of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said 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: April 20, 2026.

SECOND READING: April 20, 2026.

PASSED AND APPROVED this 20th day of April, 2026, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

ATTEST:

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

CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Jackson, Missouri, (hereinafter referred to as the Owner) and KT Power Systems, Inc. of Cape Girardeau, MO, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

East Jackson Boulevard Roadway Lighting Project #SE0247

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

City of Jackson, Missouri,  
acting by and through its Mayor and Board of Aldermen

By \_\_\_\_\_  
Dwain Hahs, Mayor  
City of Jackson, Missouri

ATTEST: (SEAL)

By \_\_\_\_\_  
Angela Birk, City Clerk

**Contractor Business Name**

By Robin Koch Tolbert  
Authorized Contractor Signature

Robin Koch Tolbert  
Printed Name of Signatory

ATTEST: (SEAL)

TREASURER, MARK ELEROWK  
[Attest Person Title Here and Printed Name]

Performance and Payment Bond  
# 54265173

CONTRACT BOND

**KNOW ALL MEN BY THESE PRESENTS:** That we KT Power Systems, Inc.  
433 County Road 638, Cape Girardeau, MO 63701  
as principle, and United Fire & Casualty Company, 118 Second Avenue SE; PO Box 73909; Cedar Rapids, IA 52407  
as surety, are held and firmly bound unto the City of Jackson, Missouri in the penal sum of: Eight Hundred Ninety Five  
Thousand, Two Hundred and Forty Seven and 00/100-----

DOLLARS (\$ 895,247.00 ) as the same may be increased by any and all changes in or additions to said contract which may hereafter be made, lawful money of the United States, to be paid to the said City of Jackson or to its certain agents, attorneys, assigns, for which sums of money, well and truly to be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these presents.

**SEALED** with our seals and dated April 16, 2026

The condition of this obligation is such that

**WHEREAS**, the said bounden principal has entered into a certain contract with the City of Jackson, Missouri acting by and through its Mayor and Board of Aldermen, said contract being marked.

East Jackson Boulevard Roadway Lighting Project #SE0247

a copy of said contract being hereto attached and made a part hereof and bearing date of April 13, 2026

**NOW, THEREFORE**, if the said principal shall comply with and fulfill all the conditions of said contract, including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination, and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed and within the time mentioned in said contract, or within any additional time granted by the City of Jackson, Missouri, which may be granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work, whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

*Joe Koch*  
Secretary

KT POWER SYSTEMS, INC.

*Robin Koch Tolbert*  
Principal

By *Robin Koch Tolbert*

Title *President*

United Fire & Casualty Company  
Surety

ATTEST: (SEAL)

*Sarahjane Smith*



By *Todd A. Ward*

Title Attorney in Fact

Consolidated TDW Insurance Agency  
Address – Agent or Broker

2909 Beaver Creek Road  
Street

Cape Girardeau, MO 63701  
City

Name and Street Address of Agent to Whom All Correspondence Should be Directed Relating to Contract and Bond.

Todd A. Ward

Name

Consolidated Insurance Agency

2909 Beaver Creek Road,  
Street

Cape Girardeau, MO 63701  
City, State

(2 of 2)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
CERTIFIED COPY OF POWER OF ATTORNEY

Inquiries: Surety Department  
118 Second Ave SE  
Cedar Rapids, IA 52401

(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

CHARLES W. DECKER, BEULAH M. YOUNG-ROWDEN, PRISCILLA B. HUNTER, TODD A. WARD, REBECCA STEVENS, KRISTEN A BATSON, JAMIE STEGER, MELINDA L. CLARY, SARAHJANE SMITH, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$35,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of January, 2024

UNITED FIRE & CASUALTY COMPANY  
UNITED FIRE & INDEMNITY COMPANY  
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
Vice President



State of Iowa, County of Linn, ss:

On 17th day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
Notary Public  
My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 16 day of April, 2026.



By: *Mary A. Bertsch*  
Assistant Secretary,  
UF&C & UF&I & FPIC

**NOTICE TO MISSOURI SURETY BOND HOLDERS**

Should you have a question about your bond or policy, please contact your insurance agent first.

If you are unable to contact or obtain information from your agent, you may contact our company at

address and phone number below:

**UNITED FIRE & CASUALTY COMPANY**

**ATTENTION: BOND DEPARTMENT**

**P.O. BOX 73909**

**CEDAR RAPIDS, IOWA 52407**

**1-800-343-9130**



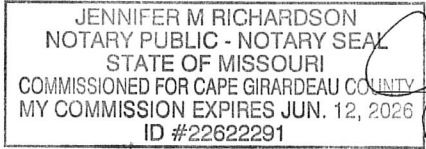


3. Form to be used if Contractor is a corporation

State of Missouri )  
County of Cape Girardeau ) ss.

On this 16<sup>th</sup> day of April, 20 26, before me appeared Robin Tolbert, to me personally known, who being by me duly sworn, did say that he/she is the President of KT Power Systems (the Contractor) and that the seal affixed to the foregoing agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal, contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority of its board of directors, and he/she acknowledges said instruments to be the free act and deed of said corporation.

Witness my hand and seal at Cape Girardeau, Missouri, the day and year first above written.

(SEAL)  Jennifer M Richardson Notary Public

My commission expires June 12, 20 26.



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Don Schuette, Director of Electric Utilities

**DATE:** April 16, 2026

**RE:** Fuel Tank Replacement Project

---

Bids were solicited for the Fuel Tank Replacement Project to be performed at the Power Plant for diesel generators. After consideration of all properly submitted bids, we recommend Mid-South Steel Products Inc., of Cape Girardeau, MO, in the amount of \$59,835.00, be awarded the above referenced project. The following agenda item is consideration of the contract for the project, which is also recommended.

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

Thank you,

Don Schuette

Director of Electric Utilities

**BID FORM**  
**Removal and Replacement of Fuel Storage Tanks – City of Jackson Power Plant**

To: City of Jackson, Missouri  
Date: 3/25/2026

The undersigned Bidder, having examined the site and all documents, proposes to furnish all labor, materials, equipment, and services to complete the project in accordance with the Contract Documents for the lump sum price of:

*Fifty nine thousand,*  
Total Bid Price: \$ 59,835.00 (in words: eight hundred and thirty five Dollars)

This bid is valid for 60 days from bid opening.

Addenda Received: (List numbers and dates) NA

**Bidder Information:** Company Name: Mid-South Steel Products, Inc.  
Address: 2071 Corporate Circle - Cape Girardeau, MO - 63703  
Phone: 573-335-5529  
Email: adam@midsouthsteel.com  
Authorized Signature: *[Signature]*  
Title: Sales Rep  
Printed Name: Adam Laws  
Date: 3/25/2026

**Acknowledgment:** Bidder acknowledges mandatory site visit and compliance with all requirements, including E-Verify participation if awarded.

BILL NO. 26-\_\_

ORDINANCE NO. 26-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MID-SOUTH STEEL PRODUCTS, INC., OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO THE *REMOVAL AND REPLACEMENT OF FUEL STORAGE TANKS 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 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Mid-South Steel Products, Inc., of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said 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: April 20, 2026.

SECOND READING: April 20, 2026.

PASSED AND APPROVED this 20th day of April, 2026, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

ATTEST:

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

**CONTRACT FOR REMOVAL AND REPLACEMENT OF FUEL STORAGE TANKS  
JACKSTON POWER PLANT**

This Contract is made this \_\_\_ day of \_\_\_\_\_, 2026, by and between the **City of Jackson, Missouri** (Owner) and \_\_\_\_\_ (Contractor).

**Scope:** Contractor agrees to perform all work as described in the Scope of Work, Specifications, and all contract documents pages numbered \_\_\_ through \_\_\_, attached hereto and made a part hereof for the lump sum price of \$ 59,835<sup>00</sup>.

**Time of Completion:** Work shall commence upon receipt of Notice to Proceed and be completed in accordance with the phased schedule (Phase 1 and Phase 2 on separate days as coordinated with Owner).

**Payment:** Lump sum upon completion.

**Warranty:** One (1) year warranty on labor, workmanship, and installation from date of final acceptance.

**Insurance/Bonds:** Contractor shall provide certificates of insurance and performance/payment bonds [if required].

**Compliance:** Contractor agrees to comply with all applicable laws, including prevailing wages, E-Verify, OSHA, and non-discrimination provisions.

**Termination:** The City may terminate this Contract for its convenience at any time upon providing fifteen (15) days notice to the Contractor. Upon such termination the Contractor shall be entitled to payment only for services satisfactorily performed and accepted by the City up to the date of termination, less any offsets for deductions. The Contractor shall not be entitled to any compensation for anticipated profits, unperformed services, or other damages arising from such termination.

**Governing Law and Venue:** This Contract shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of law principles. Any dispute arising out of or related to this Contract shall be resolved exclusively in the Circuit Court of Cape Girardeau County, Missouri.

**Signatures:** Owner: \_\_\_\_\_  
City of Jackson Date

Contractor: [Signature] 4/8/2026  
Authorized Representative Date



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Liza Walker, Assistant City Administrator

**DATE:** April 16, 2026

**RE:** Missouri Capital Asset Advantage Treasury (MOCAAT) Program

---

MOCAAT is a complete financial management resource for Missouri municipalities as well as school districts, counties and colleges. This was reviewed at the last study session. Approval of this Ordinance will enable the City to become a member of the MOCAAT Program and to participate in investment opportunities should the City be interested.

BILL NO. 26-\_\_

ORDINANCE NO. 26-\_\_

**AN ORDINANCE AUTHORIZING THE CITY OF JACKSON TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE INVESTMENT OF PUBLIC FUNDS THROUGH THE MISSOURI CAPITAL ASSET ADVANTAGE TREASURY (MOCAAT) PROGRAM.**

**WHEREAS**, the City of Jackson is a City of the Jackson class and a political subdivision of the State of Missouri, organized and existing under the Constitution and laws of the states; and,

**WHEREAS**, Article 6, Section Sixteen of the Constitution of Missouri provide that any municipality or political subdivision of the state may cooperate under contract to provide a common service as provided by law; and,

**WHEREAS**, Sections 70.210 – 70.320 RSMo. provide that political subdivisions, including cities, towns, and villages, may jointly exercise their authority to provide a common service so long as the subject and purposes of such contact are within the scope of the powers of each such participating subdivision; and,

**WHEREAS**, the Board of Aldermen of the City of Jackson, Missouri, deems it to be in the best interests of the City and its citizens to enter into an intergovernmental cooperation agreement for the investment of public funds through the Missouri Capital Asset Advantage Treasury Program.

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

**Section 1. Authorization of the Intergovernmental Cooperation Agreement.** The Board of Aldermen of the City of Jackson hereby authorizes the City to enter into the ICA as a Participant (as defined in the ICA) and participate in the Program by executing the Instrument of Adoption in substantially the form attached as Exhibit A, a copy of which shall be filed with the minutes of the meeting at which this Ordinance is adopted, with such changes therein as shall be approved by the representatives of the City executing the Agreement, such representatives signatures thereon being conclusive evident of their approval thereof.

**Section 2. Execution of Documents.** The Mayor and the Clerk/Treasurer of the City are hereby authorized and directed to execute and attest, respectively, and deliver the Agreement for and on behalf of and as the act and deed of the city.

Such officers are further authorized to execute and attest, respectively, such other documents, certifications and instruments to take and perform such further acts on behalf of the City as may be necessary of desirable to carry out and comply with and give effect to the intent of the Ordinance and Agreement.

**Section 3. Authorization of Investments.** The City hereby authorizes the investments and withdrawal of its available funds from time to time in accordance with the terms of the agreement and the following officers are hereby designated as having full power and authority to invest and with draw invested funds of the City as provided in the Agreement:

_____	_____	_____
Print Name	Title	Signature
_____	_____	_____
Print Name	Title	Signature
_____	_____	_____
Print Name	Title	Signature
_____	_____	_____
Print Name	Title	Signature
_____	_____	_____
Print Name	Title	Signature
_____	_____	_____
Print Name	Title	Signature
_____	_____	_____
Print Name	Title	Signature

**Section 4. Authorization to Serve as Member of Board of Directors.** The members of the Board of Aldermen and officers of the City are hereby authorized to serve as members of the Board of Directors of the Missouri Capital Asset Advantage Treasury Program if elected or appointed under the provisions of the agreement.

**Section 5. Further Authority.** The City shall, and the officers and agents of the City are hereby authorized and directed to, take such action, expend such und sane execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with and perform the duties of the City with respect to the Agreement.

**Section 6. Effective Date.** This Ordinance shall be in force and effect from and after its passage by the Board of Aldermen and approved by the Mayor.

FIRST READING: April 20, 2026.

SECOND READING: April 20, 2026.

PASSED AND APPROVED this 20th day of April, 2026, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

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

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

**EXHIBIT A**

**TO RESOLUTION AUTHORIZING PARTICIPATION IN THE MISSOURI CAPITAL ASSET ADVANTAGE TREASURY (MOCAAT) PROGRAM**

**INSTRUMENT OF ADOPTION**

This Instrument of Adoption (this “Instrument of Adoption”) is made as of the date written below by the Participant identified below (the “Joining Participant”) in favor of and for the benefit of the Missouri Capital Asset Advantage Treasury (“MOCAAT”) and the other parties to the Intergovernmental Agreement of MOCAAT, dated as of September 24, 2020, as amended (the “Intergovernmental Cooperation Agreement”). Capitalized terms used but not defined herein have the meanings given such terms in the Intergovernmental Cooperation Agreement.

The undersigned, on behalf of the Joining Participant, hereby acknowledges, agrees and confirms that, by execution of this Instrument of Adoption, the Joining Participant will be deemed to be a party to the Intergovernmental Cooperation Agreement and will have all of the rights and obligations applicable to the Joining Participant as a Participant under the Intergovernmental Cooperation Agreement. The Joining Participant hereby ratifies and agrees to be bound by, all of the terms, provisions and conditions contained in the Intergovernmental Cooperation Agreement.

IN WITNESS WHEREOF, the undersigned, on behalf of and duly authorized by the Joining Participant, has executed this Instrument of Adoption as of April 20, 2026.

**PARTICIPANT/JOINING PARTICIPANT: City of Jackson**

\_\_\_\_\_  
Mayor

Attest:

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

**EXHIBIT B**

**TO RESOLUTION AUTHORIZING PARTICIPATION IN THE  
MISSOURI CAPITAL ASSET ADVANTAGE TREASURY  
(MOCAAT) PROGRAM**

[See attached Intergovernmental Cooperation Agreement and Information Statement]



# City of Jackson

**TO: Mayor and Board of Aldermen**

**FROM: Rodney Bollinger, Administrative Services Director**

**DATE: April 17, 2026**

**RE: Easement Adjustment – 2210 E. Jackson Blvd. (Regions Bank)**

---

In August 2023, Regions Bank granted the City a water line easement across the property located at 2210 E. Jackson Blvd. Construction on the project began late last year; however, a field conflict was encountered at the bank site that required resolution.

During construction, it was determined that Ritter Communications had installed new guy wires within the area of the planned water main. This location already contained multiple power poles and guy wires, making the originally designed alignment infeasible.

To address this issue, City staff coordinated with bank representatives to revise the alignment. The south end of the water main was shifted approximately three feet to the west and then angled back to reconnect with the original alignment at the north end. With the bank’s verbal approval, this field adjustment was implemented, and construction of the water line has since been completed.

As a result of this modification, it is necessary for the Board to formally abandon the original easement and accept the donation of a new easement reflecting the revised location of the water line.

The following pair of action items are recommended for approval.

*Quit Claim Deed - Water Line Easement  
Water System Facility Plan Implementation Project – Phase 2, Project 2E*

**BILL NO. 26-\_\_**

**ORDINANCE NO. 26-\_\_**

**AN ORDINANCE ABANDONING AND VACATING A CERTAIN WATER LINE EASEMENT DEEDED TO THE CITY OF JACKSON, MISSOURI, AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A QUIT CLAIM DEED RELEASING SAID EASEMENT.**

**WHEREAS**, by a Water Line Easement Deed dated August 21, 2023, and accepted by the City of Jackson, Missouri, pursuant to Ordinance No. 23-70, Regions Bank, an Alabama state banking corporation (successor to Cape County Bank), granted to the City of Jackson, Missouri, a permanent water line easement and temporary construction easements over, upon, across, under, in, and through certain real property situated in the City of Jackson, County of Cape Girardeau, State of Missouri, more particularly described in that Water Line Easement Deed attached hereto and made a part hereof as Exhibit A.

**WHEREAS**, subsequent to the acceptance of said easement, an alternative route for the water line was required, rendering the original easement unusable for its intended purpose of installing a water line; and

**WHEREAS**, Regions Bank has provided a revised replacement water line easement deed to accommodate the alternate route; and

**WHEREAS**, the City of Jackson, Missouri, has determined that the original easement is no longer necessary or useful for public purposes and that abandoning and vacating said easement is in the best interest of the City.

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

Section 1. That the water line easement described above, as granted by the Water Line Easement Deed dated August 21, 2023, and accepted by Ordinance No. 23-70, is hereby abandoned and vacated, and all rights, title, and interest of the City of Jackson, Missouri, in and to said easement are hereby released to Regions Bank.

Section 2. That the Mayor and City Clerk of the City of Jackson, Missouri, are hereby authorized and directed to execute a Quit Claim Deed or other appropriate instrument releasing the City's interest in said easement, and to do all acts and execute all instruments necessary to effectuate this abandonment. A copy of the Quit Claim Deed is attached hereto and made a part hereof as Exhibit B.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said Quit Claim 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.

Section 5. All ordinances or parts of ordinances in conflict with the provisions of the ordinances are hereby repealed to the extent of such conflict.

FIRST READING: April 20, 2026.

SECOND READING: April 20, 2026.

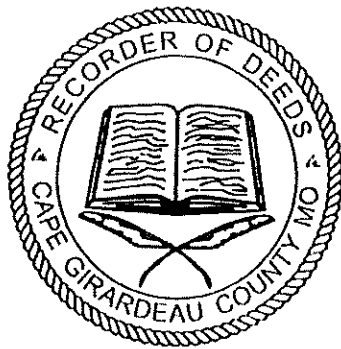
PASSED AND APPROVED this 20th day of April, 2026, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

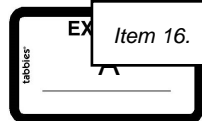
BY: \_\_\_\_\_  
Mayor

ATTEST:  
\_\_\_\_\_  
City Clerk



DocId:8367635

Tx:4216522



**DOCUMENT #  
2023-07416**

**ANDREW DAVID BLATTNER  
RECORDER OF DEEDS  
CAPE GIRARDEAU COUNTY, MO  
RECORDED ON  
09/07/2023 10:29:17 AM  
REC FEE: 42.00  
PAGES: 7**

**TITLE OF DOCUMENT: WATER LINE EASEMENT DEED**

**DATE OF DOCUMENT: AUGUST 21, 2023**

**GRANTOR: REGIONS BANK, AS SUCCESSOR TO  
CAPE COUNTY BANK**

**GRANTORS MAILING ADDRESS: 2210 EAST JACKSON BOULEVARD  
JACKSON, MISSOURI 63755**

**GRANTORS DEED RECORDING: BOOK 402, PAGE 635**

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

**PROPERTY ADDRESS: 2210 EAST JACKSON BOULEVARD  
JACKSON, MISSOURI 63755**

**LEGAL DESCRIPTION OF EASEMENT: SEE PAGES 2, 3 & 4 OF DEED**

**WATER LINE EASEMENT DEED**

THIS DEED (this "Deed"), made and entered into this 21 day of August, 2023, by and between **REGIONS BANK**, an Alabama state banking corporation (successor to Cape County Bank), 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 Two Thousand and 00/100 Dollars (\$2,000) due and payable by Grantee to Grantor upon the mutual execution of this instrument, and for Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

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

Permanent Easement (the "Permanent Easement"):

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

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE EAST RIGHT OF WAY LINE OF K LAND DRIVE, 28.30 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 30°59'41" EAST 10.00 FEET; THENCE SOUTH 59°00'19" EAST 167.84 FEET; THENCE SOUTH 14°37'43" EAST 44.99 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 30°59'41" WEST ALONG SAID EAST LINE, 6.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF JACKSON BOULEVARD; THENCE LEAVING SAID EAST LINE, NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 7.32 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 14°37'43" WEST 40.46 FEET; THENCE NORTH 59°00'19" WEST 23.04 FEET; THENCE SOUTH 30°59'41" WEST 28.30 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°59'41" EAST 28.30 FEET; THENCE

NORTH 59°00'19" WEST 105.74 FEET; THENCE SOUTH 30°59'41" WEST 28.30 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°59'41" EAST 28.30 FEET; THENCE NORTH 59°00'19" WEST 14.98 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,676 SQUARE FEET.

Temporary Easement No. 1 (the "Temporary Easement No. 1"):

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

BEGIN AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE EAST RIGHT OF WAY LINE OF K LAND DRIVE, 28.30 FEET; THENCE LEAVING SAID LINE, SOUTH 59°00'19" EAST 163.76 FEET; THENCE SOUTH 14°37'43" EAST 40.46 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 192.68 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 5,044 SQUARE FEET.

SAID TEMPORARY EASEMENT NO. 1 SHALL BE TERMINATED, NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT UPON COMPLETION OF CONSTRUCTION WITHOUT THE NEED FOR ANY FURTHER ACTION BY GRAN'TOR OR GRANTEE.

Temporary Easement No. 2 (the "Temporary Easement No. 2," and together the Temporary Easement No. 1, collectively, the "Temporary Easements"):

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

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE EAST RIGHT OF WAY LINE OF K LAND DRIVE, 38.30 FEET;

THENCE LEAVING SIAD LINE, SOUTH 59°00'19" EAST 27.12 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, NORTH 30°59'41" EAST 15.00 FEET; THENCE SOUTH 59°00'19" EAST 142.89 FEET; THENCE SOUTH 31°33'11" WEST 16.97 FEET; THENCE NORTH 14°37'43" WEST 2.82 FEET; THENCE NORTH 59°00'19" WEST 140.72 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,144 SQUARE FEET.

SAID TEMPORARY EASEMENT NO. 2 SHALL BE TERMINATED, NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT UPON COMPLETION OF CONSTRUCTION WITHOUT THE NEED FOR ANY FURTHER ACTION BY GRANTOR OR GRANTEE.

**TO HAVE AND TO HOLD** the said **PERMANENT 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 water utility facilities and uses incidental thereto.
2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all costs, fees, penalties, damages, losses, expenses, liabilities, claims and/or actions at law or in equity which may arise out of, or because of (a) negligence of the Grantee, or its contractors, sub-contractors, agents, servants, employees or assigns, in maintaining, repairing, and utilizing the Easements granted hereunder, or (b) any failure by Grantee to perform and observe the covenants, promises, agreements, obligations, terms and conditions applicable to Grantee set forth herein.
3. The Grantor hereby reserves the right to use the premises of the Easements 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 premises of the Easements at any time without the express prior written consent of the Grantee, subject to the terms and conditions hereof.
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 Permanent Easement shall be protected to the same extent as hereunder, provided that such assignee shall be subject to all the covenants, agreements, terms and condition applicable to Grantee herein.

5. The Grantee agrees to restore the surface of the ground on which the Easements are situated to the same condition in which it was before the start of construction of the Permanent Easement or any future maintenance work of the Permanent Easement, as near as practicable. Grantee shall at Grantee's sole cost and expense perform any maintenance, repair, and upkeep work associated with the Permanent Easement to ensure that the Permanent Easement remains at all times in good condition and repair.

6. With respect to the Temporary Easements, the Grantee covenants and agrees that the Grantee, and the Grantee's contractors, subcontractors, agents, representatives and employees, shall at all times during construction of the Permanent Easement and notwithstanding the Temporary Easements, keep at least one (1) of the two (2) vehicular access points to and from E. Jackson Boulevard open and accessible for the Grantor, and the Grantor's employees, agents, guests, and invitees. Moreover, the Grantee covenants and agrees that, in the event either access point to and from E. Jackson Boulevard is required to be closed in order to perform temporary construction of the Permanent Easement, the Grantee shall: (a) provide advance written notice to the Grantor of the need for such closure no less than three (3) days prior to such closure; (b) provide adequate alternative access to and from Grantor's building for Grantor's employees, guests and invitees, and otherwise ensure that Grantor's business operations, including, without limitation, customer access to the drive-thru ATM lanes, are not interrupted; and (c) ensure that such access point does not remain closed for more than two (2) consecutive days.

7. Notwithstanding the foregoing or any provision herein to the contrary, during construction of the Permanent Easement, the Grantee, and the Grantee's contractors, subcontractors, agents, representatives and employees, shall keep the access point to K Land Drive open at all times without any interruption whatsoever.

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

IN WITNESS WHEREOF, the said Grantor has executed these presents this 21 day of August, 2023.

GRANTOR:

REGIONS BANK, an Alabama state banking corporation

By: [Signature]  
Name: Jon Tucker  
Its: Vice President

STATE OF ALABAMA            )  
COUNTY OF JEFFERSON    )

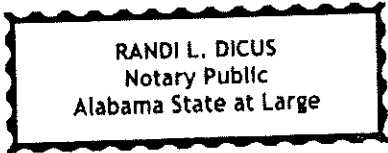
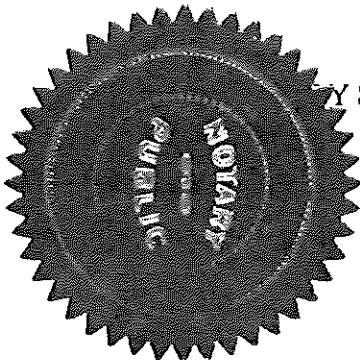
On this the 21 day of August, 2023, before me, the undersigned officer, personally appeared Jon Tucker, as vice president of Regions Bank, an Alabama state banking corporation, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by and on behalf of such corporation.

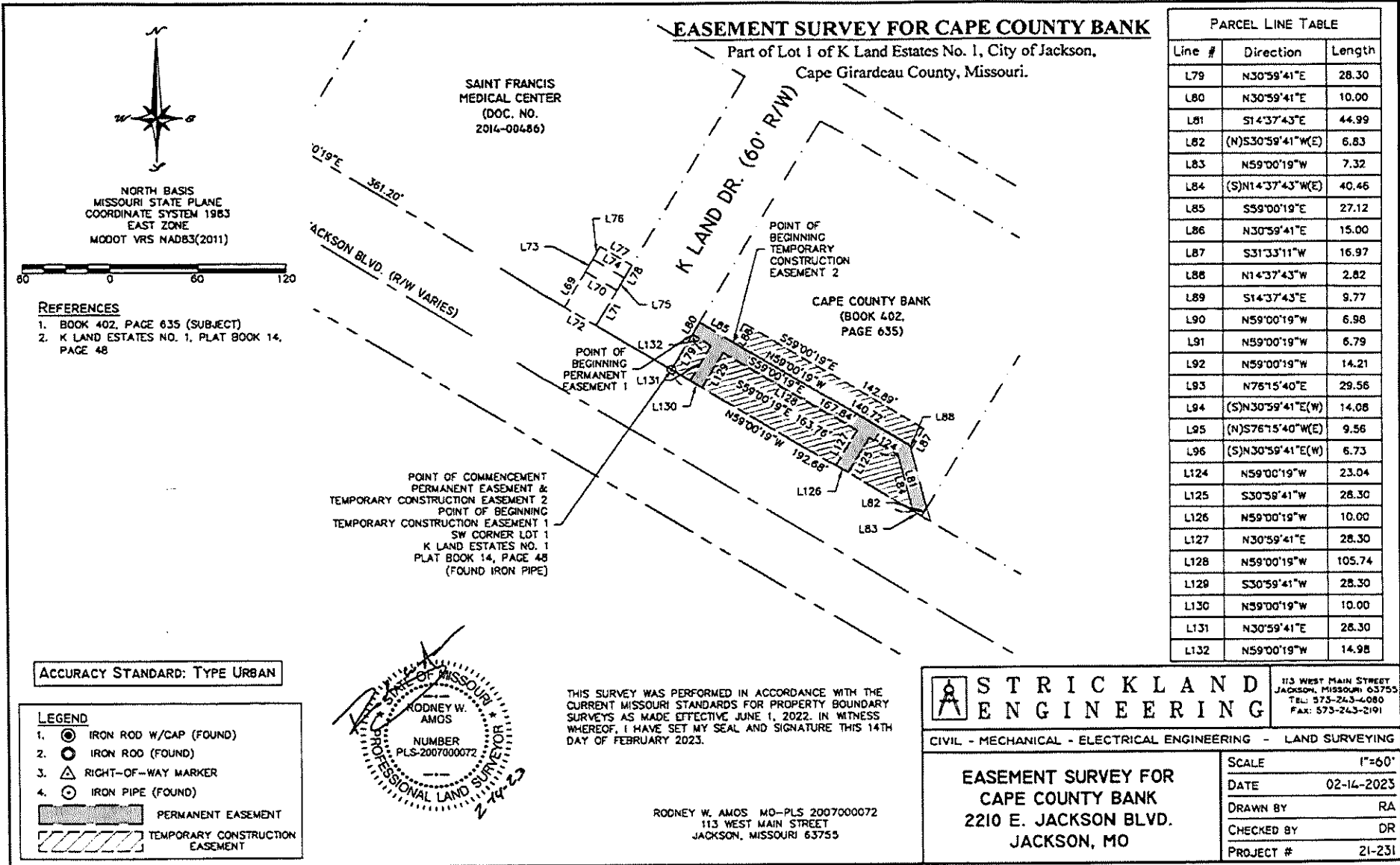
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

My Commission Expires: 6/26/2024  
NOTARY PUBLIC (Signature)

[Signature]

RANDI L DICUS  
(Printed Name)





PARCEL LINE TABLE		
Line #	Direction	Length
L79	N30°59'41"E	28.30
L80	N30°59'41"E	10.00
L81	S14°37'43"E	44.99
L82	(N)S30°59'41"W(E)	6.83
L83	N59°00'19"W	7.32
L84	(S)N14°37'43"W(E)	40.46
L85	S59°00'19"E	27.12
L86	N30°59'41"E	15.00
L87	S31°33'11"W	16.97
L88	N14°37'43"W	2.82
L89	S14°37'43"E	9.77
L90	N59°00'19"W	6.98
L91	N59°00'19"W	6.79
L92	N59°00'19"W	14.21
L93	N76°15'40"E	29.56
L94	(S)N30°59'41"E(W)	14.08
L95	(N)S76°15'40"W(E)	9.56
L96	(S)N30°59'41"E(W)	6.73
L124	N59°00'19"W	23.04
L125	S30°59'41"W	28.30
L126	N59°00'19"W	10.00
L127	N30°59'41"E	28.30
L128	N59°00'19"W	105.74
L129	S30°59'41"W	28.30
L130	N59°00'19"W	10.00
L131	N30°59'41"E	28.30
L132	N59°00'19"W	14.98

ACCURACY STANDARD: TYPE URBAN

- LEGEND**
- IRON ROD W/CAP (FOUND)
  - IRON ROD (FOUND)
  - △ RIGHT-OF-WAY MARKER
  - IRON PIPE (FOUND)
- PERMANENT EASEMENT  
 TEMPORARY CONSTRUCTION EASEMENT



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

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

<b>STRICKLAND ENGINEERING</b>	113 WEST MAIN STREET JACKSON, MISSOURI 63755 TEL: 573-243-4080 FAX: 573-243-2191
	CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING
<b>EASEMENT SURVEY FOR CAPE COUNTY BANK</b> 2210 E. JACKSON BLVD. JACKSON, MO	
SCALE 1"=60' DATE 02-14-2023 DRAWN BY RA CHECKED BY DR PROJECT # 21-231	

**TITLE OF DOCUMENT:** QUIT CLAIM DEED – RELEASE OF WATER LINE EASEMENT

**DATE OF DOCUMENT:**

**GRANTOR:** CITY OF JACKSON, MISSOURI  
101 COURT STREET  
JACKSON, MISSOURI 63755

**GRANTEE:** REGIONS BANK, AS SUCCESSOR TO  
CAPE COUNTY BANK  
2210 EAST JACKSON BOULEVARD  
JACKSON, MISSOURI 63755

**PROPERTY ADDRESS:** 2210 EAST JACKSON BOULEVARD  
JACKSON, MISSOURI 63755

**LEGAL DESCRIPTION OF EASEMENT:** SEE EXHIBIT A

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED, made and entered into this \_\_\_ day of April, 2026, by and between THE CITY OF JACKSON, MISSOURI, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, party of the first part (hereinafter "Grantor"), and REGIONS BANK, an Alabama state banking corporation (successor to Cape County Bank), of the County of Cape Girardeau, State of Missouri, party of the second part (hereinafter "Grantee").

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents REMISE, RELEASE, AND FOREVER QUIT CLAIM unto the said Grantee, its successors and assigns, all right, title, interest, claim, and demand which the said Grantor has in and to the following described easement rights situated in the City of Jackson, County of Cape Girardeau, State of Missouri, to-wit:

**SEE EXHIBIT A**

The water line easement rights granted to the Grantor herein by that certain Water Line Easement Deed dated August 21, 2023, executed by the Grantee herein as grantor, and recorded on September 7, 2023, as Document No. 2023-07416 in the office of the Recorder of Deeds of Cape Girardeau County, Missouri, more particularly described in Exhibit A attached hereto and incorporated herein by reference.

This Quit Claim Deed is executed pursuant to Ordinance No. 26-\_\_\_ of the City of Jackson, Missouri, passed and approved on April \_\_\_, 2026, authorizing the abandonment and vacation of said easement.

The Grantor hereby releases, terminates, and extinguishes all easement rights described herein, and declares said easement null and void.

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the Grantee, and to its successors and assigns forever, so that neither the Grantor nor its successors or assigns shall hereafter have, claim, or demand any right or title to the aforesaid easement rights or any part thereof.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed by its duly authorized officers this \_\_\_ day of April, 2026.

City of Jackson, Missouri

By: \_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

STATE OF MISSOURI                    )  
                                                  ) ss.  
COUNTY OF CAPE GIRARDEAU)

On this \_\_\_\_\_ day of April, 2026, before me appeared Dwain Hahs, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Jackson, Missouri, a municipal corporation of the State of Missouri, and the seal affixed to the foregoing instrument is the seal of said City, and that the within Quit Claim Deed was signed and sealed on behalf of said City by authority of its Board of Alderman and said Dwain Hahs acknowledged said instrument to be the free act and deed of said City.

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.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

EXHIBIT A

Permanent Easement (the "Permanent Easement"):

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

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE EAST RIGHT OF WAY LINE OF K LAND DRIVE, 28.30 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 30°59'41" EAST 10.00 FEET; THENCE SOUTH 59°00'19" EAST 167.84 FEET; THENCE SOUTH 14°37'43" EAST 44.99 FEET TO A POINT ON THE EAST LINE OF SAID LOT 1; THENCE SOUTH 30°59'41" WEST ALONG SAID EAST LINE, 6.83 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF JACKSON BOULEVARD; THENCE LEAVING SAID EAST LINE, NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 7.32 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 14°37'43" WEST 40.46 FEET; THENCE NORTH 59°00'19" WEST 23.04 FEET; THENCE SOUTH 30°59'41" WEST 28.30 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°59'41" EAST 28.30 FEET; THENCE NORTH 59°00'19" WEST 105.74 FEET; THENCE SOUTH 30°59'41" WEST 28.30 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°59'41" EAST 28.30 FEET; THENCE NORTH 59°00'19" WEST 14.98 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,676 SQUARE FEET.

Temporary Easement No. 1 (the "Temporary Easement No. 1"):

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

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THE HEREIN DESCRIBED EASEMENT CONTAINS 5,044 SQUARE FEET.

SAID TEMPORARY EASEMENT NO. 1 SHALL BE TERMINATED, NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT UPON COMPLETION OF CONSTRUCTION WITHOUT THE NEED FOR ANY FURTHER ACTION BY GRANTOR OR GRANTEE.

Temporary Easement No. 2 (the "Temporary Easement No. 2," and together the Temporary Easement No. 1, collectively, the "Temporary Easements"):

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

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THE HEREIN DESCRIBED EASEMENT CONTAINS 2,144 SQUARE FEET.

SAID TEMPORARY EASEMENT NO. 2 SHALL BE TERMINATED, NULL AND VOID AND OF NO FURTHER FORCE AND EFFECT UPON COMPLETION OF CONSTRUCTION WITHOUT THE NEED FOR ANY FURTHER ACTION BY GRANTOR OR GRANTEE.

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

**BILL NO. 26-\_\_**

**ORDINANCE NO. 26-\_\_**

**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 REVISED WATER LINE EASEMENT DEED.**

**WHEREAS**, Regions Bank, an Alabama state banking corporation (successor to Cape County Bank), State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Water Line Easement Deed, attached hereto and made a part hereof as Exhibit A.

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

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.

Section 5. All ordinances or parts of ordinances in conflict with the provisions of the ordinances are hereby repealed to the extent of such conflict.

FIRST READING: April 20, 2026.

SECOND READING: April 20, 2026.

PASSED AND APPROVED this 20th day of April, 2026, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

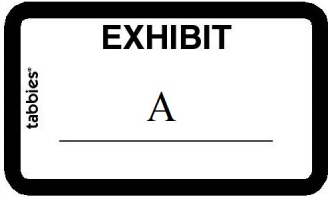
CITY OF JACKSON, MISSOURI

(SEAL)

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

ATTEST:

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



**TITLE OF DOCUMENT:** WATER LINE EASEMENT

**DEED DATE OF DOCUMENT:** APRIL 2, 2026

**GRANTOR:** REGIONS BANK, AN ALABAMA STATE BANKING CORPORATION, AS SUCCESSOR TO CAPE COUNTY BANK

**GRANTORS MAILING ADDRESS:** 2210 EAST JACKSON BOULEVARD JACKSON, MISSOURI, 63755

**GRANTORS DEED RECORDING:** #2023-07416 BOOK 402, PAGE 635

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

**PROPERTY ADDRESS:** 2210 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755

**LEGAL DESCRIPTION OF EASEMENT:** SEE PAGE 2

**WATER LINE EASEMENT DEED**

**THIS DEED**, made and entered into this 2 day of April, 2026, by and between **REGIONS BANK**, an Alabama state banking corporation (successor to Cape County Bank), 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, do by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

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

Permanent Easement:

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

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 30°59'41" EAST ALONG THE WEST LINE OF SAID LOT 1, ALSO BEING THE EAST RIGHT OF WAY LINE OF K LAND DRIVE, 28.30 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE ALONG SAID LINE, NORTH 30°59'41" EAST 10.00 FEET; THENCE LEAVING SAID LINE, SOUTH 59°00'19" EAST 174.84 FEET; THENCE SOUTH 00°15'21" WEST 44.56 FEET TO THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 12.22 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 00°56'52" EAST 32.69 FEET; THENCE NORTH 59°00'19" WEST 28.31 FEET; THENCE SOUTH 30°59'41" WEST 28.30 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°59'41" EAST 28.30 FEET; THENCE NORTH 59°00'19" WEST 105.74 FEET; THENCE SOUTH 30°59'41" WEST 28.30 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°59'41" EAST 28.30 FEET; THENCE NORTH 59°00'19" WEST 14.98 FEET TO THE POINT OF BEGINNING.

**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 underground water utility facilities and uses incidental thereto.

2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all costs, fees, penalties, damages, losses, expenses, liabilities, claims and actions at law and in equity which may arise out of, or because of (i) negligence of the Grantee, or its contractors, subcontractors, agents, servants, employees or assigns, in maintaining, repairing, and utilizing the easement granted hereunder, or (ii) any failure by Grantee to perform and observe the covenants, promises, agreements, obligations, terms and conditions applicable to Grantee set forth herein.

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 materially and unreasonably obstruct, or permit to be materially and unreasonably obstructed, the easement premises at any time without the express prior written consent of the Grantee, subject to the terms and conditions hereof.

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, provided that such assignee shall be subject to all the covenants, agreements, terms and conditions applicable to Grantee set forth herein.

5. The Grantee agrees to restore at Grantee's sole cost and expense the surface of the ground on which the easement premises are situated to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable. Grantee shall at Grantee's sole cost and expense perform any maintenance, repair, and upkeep work associated with the easement granted herein to ensure that the water line facilities remain at all times in good condition and repair. With respect to any maintenance, repairs or upkeep of the water line facilities by Grantee, Grantee covenants and agrees that Grantee, and Grantee's contractors, subcontractors, agents, representatives and employees, shall at all times keep at least one (1) of the two (2) vehicular access points to and from E. Jackson Boulevard open and accessible for Grantor, and Grantor's employees, agents, guests, and invitees. Moreover, Grantee covenants and agrees that, in the event either access point to and from E. Jackson Boulevard is required to be closed in order to perform any maintenance, repairs or upkeep of the water line facilities, Grantee shall: (i) provide advance written notice to the Grantor of the need for such closure no less than three (3) days prior to such closure; (ii) provide adequate alternative access to and from Grantor's building for Grantor's employees, guests and invitees, and otherwise ensure that Grantor's business operations, including, without limitation, customer access to the drive-thru ATM lanes, are not interrupted; and (iii) ensure that such access point

does not remain closed for more than two (2) consecutive days.

6. Grantee and Grantor hereby acknowledge and agree that that certain Water Line Easement Deed dated August 21, 2023 by and between Grantor and Grantee and recorded as Document #2023-07416 in the Recorder of Deeds of Cape Girardeau County, Missouri (the "2023 Deed") is hereby terminated and of no further force and effect. Without limiting the foregoing, all terms, covenants, agreements, conditions and easements (including, without limitation, the Easements (as defined in the 2023 Deed)) are hereby terminated and of no further force and effect. For the avoidance of doubt, the Permanent Easement (as defined in the 2023 Deed) is hereby terminated and replaced by the easement and easement premises described in this Deed.

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

IN WITNESS WHEREOF, the said Grantor has executed these presents this 2 day of April, 2026.

**GRANTOR:**

**REGIONS BANK**, an Alabama state banking corporation

By: Korey J. Cox  
Name: Korey J. Cox  
Title: Vice President

STATE OF ALABAMA )  
 ) ss.  
COUNTY OF JEFFERSON )

On this the 2 day of April, 2026, before me, the undersigned officer, personally appeared Korey J. Cox, as Vice President of Regions Bank, an Alabama state banking corporation, and that s/he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by and on behalf of such corporation.

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

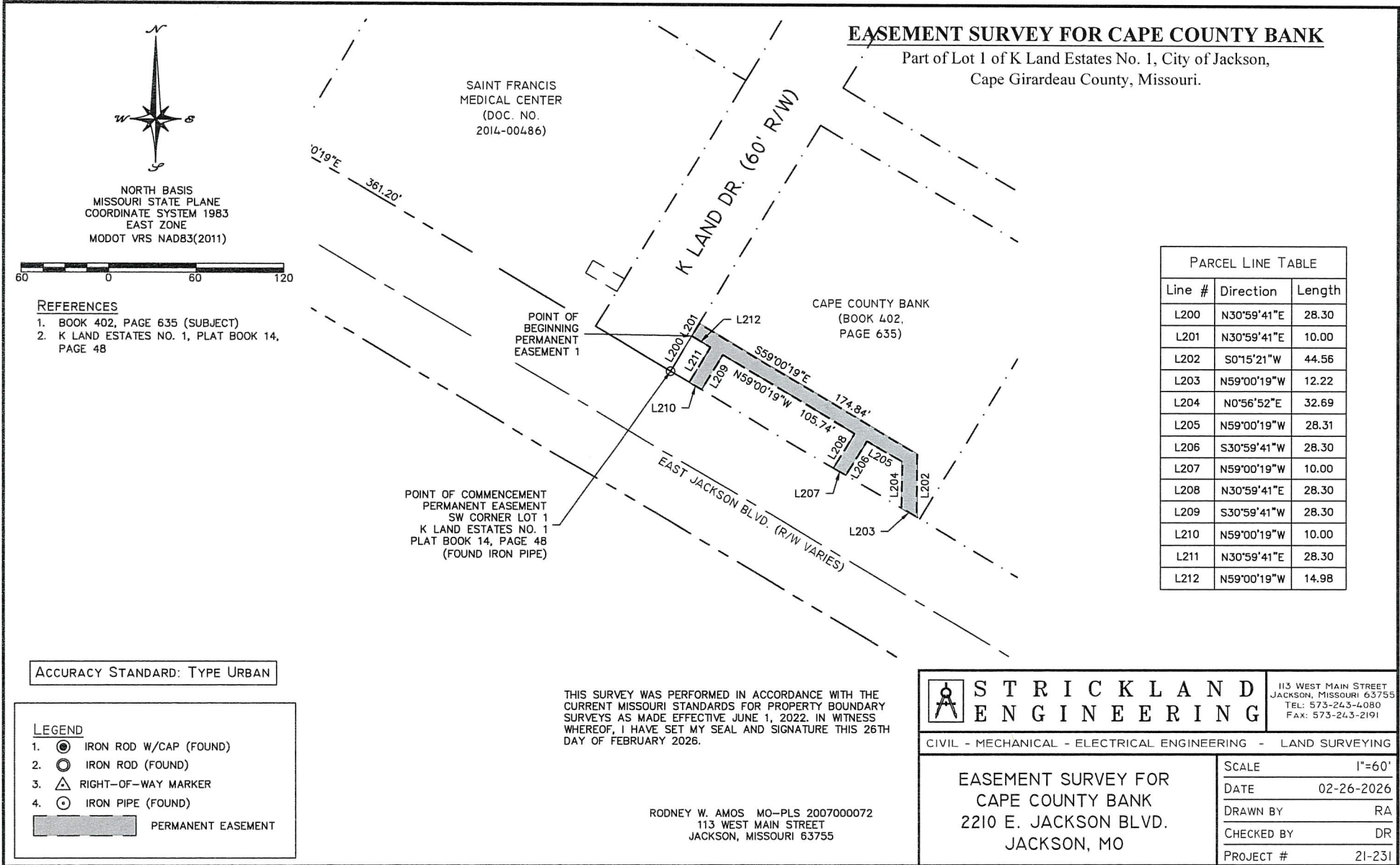
My Commission Expires:  
My Commission Expires  
April 1, 2028

Randi L. Dicus  
NOTARY PUBLIC (Signature)

(Printed Name)

**RANDI L. DICUS**  
**Notary Public**  
**Alabama State at Large**





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



**REFERENCES**

1. BOOK 402, PAGE 635 (SUBJECT)
2. K LAND ESTATES NO. 1, PLAT BOOK 14, PAGE 48

PARCEL LINE TABLE		
Line #	Direction	Length
L200	N30°59'41"E	28.30
L201	N30°59'41"E	10.00
L202	S0°15'21"W	44.56
L203	N59°00'19"W	12.22
L204	N0°56'52"E	32.69
L205	N59°00'19"W	28.31
L206	S30°59'41"W	28.30
L207	N59°00'19"W	10.00
L208	N30°59'41"E	28.30
L209	S30°59'41"W	28.30
L210	N59°00'19"W	10.00
L211	N30°59'41"E	28.30
L212	N59°00'19"W	14.98

ACCURACY STANDARD: TYPE URBAN

**LEGEND**

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

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 26TH DAY OF FEBRUARY 2026.

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

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

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

EASEMENT SURVEY FOR  
CAPE COUNTY BANK  
2210 E. JACKSON BLVD.  
JACKSON, MO

SCALE	1"=60'
DATE	02-26-2026
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	21-231



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# MEMO

**TO:** Mayor Hahs and Members of the Board of Aldermen  
**FROM:** J.J. Wiseman, Director of Human Resources  
**DATE:** April 17, 2026  
**Subject:** Jackson Fire Department Collective Bargaining Agreement

Attached for your review is the Collective Bargaining Agreement discussed at the previous meeting.

Please review the document. If you have any questions, concerns, or require additional information, do not hesitate to contact me.

Thank you.

**BILL NO. 26-\_\_**

**ORDINANCE NO. 26-\_\_**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE JACKSON FIRE RESCUE SHOP OF THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, IAFF LOCAL 1084; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The Jackson Fire Rescue Shop of the International Association of Fire Fighters, IAFF Local 1084**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

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

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

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

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

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

FIRST READING: April 20, 2026.

SECOND READING: April 20, 2026.

PASSED AND APPROVED this 20th day of April, 2026, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

ATTEST:

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

# **Collective Bargaining Agreement**

**Between:**

**The City of Jackson,  
Missouri**

**And**

**Jackson Fire Rescue**

**Shop of I.A.F.F. Local 1084**

**Effective Date:**

**April 20, 2026**

# PREAMBLE

This Collective Bargaining Agreement (“Agreement” or “CBA”) is entered into by and between the City of Jackson, Missouri (“the City” or “Employer”) and the Jackson Fire Rescue Shop of the International Association of Fire Fighters, IAFF Local 1084 (“the Union”); and the employees of Jackson Fire Rescue (“the Employee”). The purpose of this Agreement is to promote cooperation, mutual respect, and harmonious labor relations; to ensure the safe, efficient, and uninterrupted delivery of emergency services to the citizens of Jackson; and to establish clear, fair, and enforceable standards governing wages, hours, benefits, and other terms and conditions of employment.

## ARTICLE 1 - RECOGNITION

### SECTION 1.01: UNION RECOGNITION

The City recognizes IAFF Local 1084 as the sole and exclusive bargaining representative for all employees within the Jackson Fire Rescue bargaining unit, as recognized under Missouri Revised Statutes §§105.500–105.530.

1. Any changes in the titles of union officers will not affect the enforcement of this agreement.

### SECTION 1.02: DISCRIMINATION

The City and the Union agree there shall be no discrimination, interference, restraint, or coercion against any employee because of union membership, non-membership, or lawful union activity.

## ARTICLE 2 - MANAGEMENT RIGHTS

### SECTION 2.01: MANAGEMENT RIGHTS

The Union recognizes that all management functions not specifically limited by this agreement are vested exclusively in the City. Any of the management’s rights, powers, functions, or authority which the City had prior to the signing of this agreement with the Union are retained by the City, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this agreement. Such rights and responsibilities shall include, but not be limited, the right to;

- Determine the overall mission of the Department;

- Maintain and improve the efficiency and effectiveness of the Department;
- Determine the required schedules and duties to be performed;
- Determine the services to be rendered, the operations to be performed, the technology to be utilized or the matters to be budgeted, and the priorities of same;
- Determine the overall methods, processes, means, supervisions, job classifications, or personnel by which the operation of the Department is to be conducted;
- Direct, supervise, and/or hire Employees;
- Promote, suspend, discipline, discharge, for just cause and with due process, transfer, assign, schedule, and/or retain, and/or layoff Employees.

It is the expectation that all management responsibilities will be managed and carried out fairly and equitably. Other than the conditions described in this document it is not the intent of the Union to interfere with the management of the department.

Any changes in the titles of City employees will not affect the enforcement of this agreement.

# **ARTICLE 3 - COLLECTIVE BARGAINING**

## **SECTION 3.01: POLICY AND PRACTICES OF CITY AND DEPARTMENT**

When the City or Department makes changes in policy or practice, or creates new ones, the Union shall have eleven (11) calendar days' advance notice to review and request negotiations if needed. The City may request the 11 day notice period be waived should the seriousness of the situation require fast resolution. Waiving the 11 day requirement is to be the exception, not the rule.

Upon receipt of such notice, the Union may request additional information including a meeting with the City to get clarification. A meeting for clarification and questions will not constitute the beginning of collective bargaining. The Union will issue a request to bargain separately.

Failure to request bargaining within eleven (11) calendar days after notification shall result in a determination that the Union has waived its right to negotiate and they accept the changes.

After the Fire Chief has met and conferred with the JLM (established in Section 4.01), as provided by this subsection, the Fire Chief may implement any such change.

# ARTICLE 4 - UNION BUSINESS

## SECTION 4.01: LABOR MANAGEMENT COMMITTEE

There shall be a Joint Labor Management (JLM) Committee for Jackson Fire Rescue consisting of, at a minimum, the Fire Chief, a Deputy Fire Chief, Local Shop Steward, and Department Rep.

The purpose of the committee is to provide a structure for the Shop and the Chief to discuss the concerns and work together to resolve problems before they become issues. Nothing discussed in the JLM can alter the terms of this agreement only to serve as advice to the department and Fire Chief.

Recognizing the City’s Management Rights as addressed in Section 2.01 above, it is understood and agreed that all decisions of the Committee are advisory only, unless the result of that dialogue results in a written approved agreement or policy.

The JLM meetings will be chaired by either the Union or City. The minutes from each session will be recorded and made available as needed. If requested by either party, meetings should be held monthly, but should be held as often as necessary.

## SECTION 4.02: PAYROLL DEDUCTION OF UNION DUES

The City shall deduct from the wages of each employee who has authorized such deduction, the Union dues for that month in an amount certified in writing by the Union and Employee as the amount of dues in effect. In addition to the foregoing deduction, the City shall deduct such other amounts which the Union certifies to the City in writing as assessments made by the Union (either the Local or the international association) against its members. These dues will be deposited into a bank account specifically designated for the collection of union dues and funds managed by Union officers. This account information will be provided to the City for the purposes of deposit.

The Union shall provide written certification, with a member signed form, of any change in the amount of the monthly dues and/or the amount of the initiation fee at least thirty (30) days prior to the effective date(s) of the same. The Union shall also provide written certification of any assessment at least thirty (30) days prior to the effective date(s) of the same.

The Union shall provide the City at all times with an up-to-date list of its members.

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages, or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City pursuant to the provision of this section or in reliance upon any other information provided by the Union to the City, including signature cards and list of members, which are provided for the purpose of complying with any other provisions of this section.

### **SECTION 4.03: UNION BUSINESS AND MEETINGS**

The Union shall be permitted to hold meetings of Union members on the premises of the fire department at a time and place agreed upon by the Fire Chief and the Shop Steward for the purpose of conducting union business. Such meetings shall not interfere with the operation of the Department.

The City shall provide space for a union bulletin board in each fire house for the exclusive use of the Union. Fire Chief approved postings will be limited to only matters of great interest and reminders to Union members.

IAFF members may be granted release time during scheduled work hours to conduct union business within the City provided that such Union activity does not interrupt operations of the Department or cause Employer to need to add overtime Employees to maintain desired staffing levels. This provision does not apply to union business conducted outside the City.

Whenever practicable, Employees requesting release time shall provide advance notice to their immediate supervisor within the chain of command and the on-duty administration officer. Approval of such a request shall be subject to operational needs and staffing requirements. Release time may be granted provided that attendance does not disrupt daily operations and is approved by both the supervisor and the administration duty officer.

### **SECTION 4.04: DISPLAY OF UNION INSIGNIA**

The IAFF Local 1084 insignia may be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters with the purpose of identifying themselves as Union members and take pride in this. It is understood that only active members of the IAFF will be permitted to place said logos.

The IAFF and/or Local 1084 insignia may be worn or displayed as follows:

Firefighting Helmet – Small (approximately 2”x2”) uniformed decal to be placed on back brim.

Baseball Hat / Stocking Cap – Small (approximately 2”x2”), multi-colored embroidery on the side or in the back, as dictated by limitations of embroider;

Class A Uniform – Small uniformed lapel style pin on right breast, centered over name tag.

Polo Shirts, Job Shirts – Small (approximately 1”x1”), multi-colored embroidery on sleeves, just above cuff;

T-Shirts - Small (approximately 1”x1”), single-colored screened on sleeves, just above cuff.

Apparatus – Small (approximately 4”x4”) uniformed decal to be placed in a location determined by the Fire Chief or his designee.

The Jackson Shop of Local 1084 or the shop members will cover the setup fees and additional fees that are required for the display of union insignia.

\*\* Increased size of IAFF and/or Local 1084 insignia to be worn or displayed may be done after approval of the Fire Chief at time of order.

## **SECTION 4.05: POLITICAL ACTIVITY**

All employees, as public servants, are required to uphold the Constitution of the United States, the Constitution of the State of Missouri, and the laws of the State of Missouri applicable to cities of the fourth class, as well as the ordinances of the City of Jackson. Employees shall also support all duly elected City officials in the lawful performance of their duties and serve the public interest impartially, without regard to personal political opinions or affiliations.

Any political views or thoughts of Jackson Shop of Local 1084 and its members should align with the requirements of the city and department policy.

# **ARTICLE 5 - CULTURE AND DISCIPLINE**

## **SECTION 5.01: JUST CULTURE**

Just Culture is a framework to promote accountability and fairness in dealing with human errors, incidents and accidents. The concept of Just Culture emphasizes the importance of balancing accountability for actions with the recognition that errors are often the result of systemic issues rather than individual failures.

Key concepts of a Just Culture include:

- **Accountability:** individuals are held accountable for their actions and decisions, especially when they deviate from established procedures or protocols. However, the focus is on accountability for behavior rather than blame for outcomes.
- **Learning and Improvement:** encouraging reporting of errors, incidents, and near misses to facilitate organizational learning and continuous improvement. This involves creating an environment where individuals feel safe to report without fear of retaliation.
- **Fairness and Justice:** ensuring fairness in the investigation and disciplinary process with a focus on understanding the context in which actions were taken and differentiating between human error, at-risk behavior, and reckless behavior.
- **Systemic Analysis:** recognizing that most errors result from systemic weaknesses rather than individual negligence, and therefore, addressing underlying organizational factors (such as procedures, training, staffing levels, and communication) to reduce the likelihood of recurrence.
- **Transparency:** promoting open communication about incidents and their causes, as well as actions taken to prevent similar incidents in the future. This helps build trust within the organization.
- **Leadership Support:** demonstrating commitment from organizational leaders to the principles of Just Culture, both through their words and actions. Leaders play a vital role in creating and maintaining a culture of safety and accountability.

**INCIDENT REPORTING**

Encourage and facilitate the reporting of all incidents, errors, near misses, and unsafe conditions.

**ASSESSMENT**

Conduct an assessment to understand the nature and severity of the incident, as well as the context in which it occurred. This includes in person interviews and any documentation (e.g. incident reports), or video / eyewitness evidence. Consider factors such as individuals' level of training, policies and procedures, experience, workload, environmental conditions, and presence of systemic issues.

**SECTION 5.02: UNION REPRESENTATION**

The City recognizes that the Union has a legal obligation to represent all members of the bargaining unit - whether members of the Union or not - fairly, in good faith, and without discrimination. This duty applies to virtually every action that a union may take in dealing with the City, including collective bargaining, and handling grievances.

As the representative of the members of the bargaining unit, the Union requests to be notified first of any disciplinary situation or punitive action requiring a discussion or follow up with a member of the bargaining unit. The representative of the Union contacted will then contact affected member(s) and work with the City to arrange

meetings quickly and conveniently. The City will notify the representative of their requirements so that arrangements can be quickly arranged.

The Union is in full agreement with the City that situations requiring representation by the Union must be held quickly and at times that may not be convenient to all parties. The Union agrees not to intentionally slow or delay the process.

Both the Union and the City agree to comply with all applicable laws relating to Union Representation and agree to any future case law change of law, and amendment to reflect current law.

1. Recognizing this obligation, the City agrees to notify the Shop Steward or duty representative anytime there is a disciplinary situation, punitive action or investigation of any violation of procedures or rules.
  - a. Should a meeting with a member of the bargaining unit result in the discovery of a potential violation of procedure or rules, the meeting will be recessed and the union notified.
  - b. After the Union has been notified, a representative of the union will need to speak privately with the employee before the meeting can continue. This can be done either in person or by phone, whichever is more expedient.
  - c. Once the Union representative has spoken to the member in private, the meeting can continue with the representative in attendance by phone or in person.
  - d. The Union agrees to provide representation as quickly as possible with the intent of causing the least delay in the process.
2. Should a member of the collective bargaining unit request union representation for any reason the meeting will be paused and the Union notified per paragraph 1.
3. The Union agrees to provide the fire chief with a call list for representatives available to represent. The City recognizes that the representative may be traveling from Cape Girardeau should a local officer/representative not be available.

### **SECTION 5.03: DISCIPLINE POLICY**

Should an incident rise to the level of needing punitive disciplinary action or termination, the Union reserves the right to pursue all due process necessary. The City will not interfere with the Union’s legal responsibility to provide full representation to the aggrieved employee.

1. The City and the Union will complete a full investigation of the incident.
2. Should the City determine that punitive discipline, or termination is required the City will detail the charges and rationale in writing to the Union after the investigation is complete.

3. After receiving this document, the Union will then have appropriate time agreed upon by both parties to prepare a rebuttal.
4. If requested, a meeting with City Administration to discuss the outcome of the case may be scheduled within two weeks of the rebuttal being delivered to the City, or on a mutually agreed-upon date.
5. The Union reserves the right to request mediation when needed.
6. At the conclusion of this process, the Employee still retains all legal rights to appeal.

## **ARTICLE 6 – WORKING CONDITIONS**

### **SECTION 6.01: PREVAILING RIGHTS**

Providing emergency services 24 hours daily creates a unique work environment. Clear communications, planning and execution are required for success. The work environment is high pressure and time sensitive. Our job is the preservation of life and property. As such, good communications between labor and management are vital for our shared success. It is also vital for the safety of fire fighters and the public.

Prevailing rights for both management and the union form to context for communication leading to operational success.

Below are what the Union considers prevailing rights. This list is not exclusive.

1. When appropriate and achievable, All PPE, apparatus, and equipment shall meet the NFPA standards in place at the time of purchase;
2. All non-emergency work sites shall be as free as possible from chemical hazards, pathogens, and other sources of workplace diseases;
3. If required by City code or standards, permits will be obtained for all exterior training prop construction, and will be inspected by the city before use;
4. Good physical and mental fitness is necessary for operational success. Physical fitness equipment/facilities available to crews. The City shall maintain an EAP and peer counseling to protect firefighter mental well being;
5. The City will provide well maintained, stress free as possible, living quarters;
6. Safe, adequate, and reasonable training and education opportunities to maintain and improve knowledge, skills, abilities, and confidence to perform work assignments;
7. The Shop agrees to not use City WiFi for use outside City policy. The City agrees to allow the shop to access and use the City WiFi guest network. Employees may use non-emergency telephones for personal calls;

8. From the agreement date forward the City agrees to purchase gear that does not contain PFAS or other forever chemicals;
9. Reasonable ability to communicate and/or visit with family members, friends, and associates throughout their duty-shift, as long as it does not interfere with normal duties or emergency services;
10. Collective bargaining and Union representation language added to City and or Department Policies pertaining to the department and members;
11. Access to and continued City funding for the enrollment of qualified members for the Missouri FireFighters Critical Illness Pool.

## **SECTION 6.02: HOURS OF DUTY**

Each duty shift is 24 hours beginning at 7:00 AM and ending at 7:00 AM the following day. All employees shall be in their assigned station on their scheduled duty day, in full uniform, and ready to work at 7:00 A.M. Members will remain ready to respond to emergency calls at all times for the remainder of their shift.

The schedule in place at ratification of this document should remain in place for the duration of the contract.

Employees shall not work more than 72 consecutive hours on duty without 24 hours off duty except during declared emergencies.

Employees will maintain readiness to respond to and carry out their duties at all times.

## **SECTION 6.03: PERSONNEL REDUCTION**

1. The City agrees to notify the Union at the earliest possible time if there are considerations that might require the layoff of fire department personnel and will meet with The Union at least one (1) month prior to expected layoffs. The Union will treat this as privileged information and will not communicate or otherwise act on this information other than to help protect our fire fighters finances.
  - a. If reductions are necessary, layoffs shall be on the basis of seniority, with the least senior in service being the first laid off, provided the employees retained on the payroll are qualified to perform the available work. Regarding reemployment, the most senior employee in service shall be the first recalled, providing they are qualified to perform the available work without further training.
  - b. Laid off employees will maintain their seniority and recall rights for a period of two (2) years as long as EMT license and Firefighter 1&2 Certifications are kept current. No Employee will lose seniority through layoff provided Employee notifies the City within thirty (30) days after receipt of notice of recall sent by certified mail to Employee's last address

- shown on Employee’s current personnel file, and reports for work within fifteen (15) working days after receipt of notice of recall.
  - c. Employees detained from reporting because of an emergency or situation beyond their control shall not lose seniority providing they present reasonable proof for delay in reporting.
2. Break in service with resulting cancellation of seniority will result from any of the following:
- a. justifiable discharge
  - b. resignation or other termination of service by voluntary act of employee
  - c. taking another job while on leave of absence or on sick leave
  - d. failure to report after notice of recall as outlined above
  - e. layoff for a period of two (2) years in accordance with the above language

## **SECTION 6.04: HIRING AND PROMOTIONS**

**HIRING FIRE FIGHTERS:** The Union recognizes management’s right in final decision making regarding new hires and promotions. The City agrees to provide the proposed hiring list to the Shop Steward for the Union to review and comment on before any decision is made and job offers are extended.

**PROMOTIONS:** Before a promotion process is announced or begun, the City agrees to provide the criteria and details to be used during the process to the Shop Steward. The Shop Steward will review this information and provide comments in a reasonable time frame. The Union also reserves the right to observe the process.

After the promotion process the City agrees to provide the proposed hiring list to the Shop Steward for review and comment. The Union will provide all comments within 48 hours of receiving the list.

When necessary, temporary appointments to any positions will be made from the appropriate eligibility list.

Minimum and required qualifications for each position will be detailed in the department policy manual and referenced on the job position announcements at time of promotional opportunity.

## **SECTION 6.05: PERSONNEL TRANSFERS**

The City will assign all personnel to one of three shift crews (avg. 56-hour week) based on the operational needs of the Fire Department. In the event any changes are made to an Employee’s assignment, the Fire Chief, or his designee, shall give reasonable notification of the change and work with the affected Employee(s) to minimize adverse impacts on their scheduled leave time. Such transfers shall not result in any loss of pay to the Employee.

Employees may request to transfer to a different job assignment (crew) at any time. Should an investigation be warranted, it should be performed with mutual respect by the City and the Union.

The City shall have the right to change permanent shift assignments to meet the needs of the Fire Department.

## **SECTION 6.06: LOSS OF SENIORITY**

Seniority of Employees shall be determined by date of hire. In the event Employees have the same date of hire, seniority will be determined by their placement on the hiring eligibility list.

Seniority and years of service of Employees shall not be lost if a full time employee moves to the status of a part time employee and later returns to a full time employee status so long as the time period of two years has not passed between full time employee status and certifications are kept current. However, seniority as measured by years of service will not continue to accrue while on part time employee status.

The seniority of an employee shall be considered broken for the following reasons, and the Employee shall be considered terminated:

1. If the Employee resigns voluntarily and has left employment for a period greater than thirty (30) days. An Employee choosing to return to employment with the City within thirty (30) days of separation will have the opportunity to do so after being determined by the Chief to have left in good standing and an asset to the Department. Each individual will be case by case decision and the Employee will only have the option to return one (1) time.
2. If the Employee is discharged and such discharge is upheld through the Due Process procedure.
3. If the Employee is laid off and fails to report to the City within 15 (15) working days of the date of the City’s notice that he is being recalled.
4. If the Employee is on layoff status for a period of more than two (2) years.

## **SECTION 6.07: SHIFT EXCHANGE**

Employees may exchange their duty hours with another employee, provided they are equally qualified. Members must use correct means to request shift exchanges, and once completed, Fire Administration will review for approval based on completion of documentation and scheduling. In the event a shift is left uncovered, responsibility shall rest with the Employee who voluntarily accepted the assignment.

## SECTION 6.08: EXTREME WEATHER

Fire Department Employees must sometimes operate in extreme weather conditions; and therefore, should be adequately prepared and equipped to do so. It is further agreed that besides incident response and certain special circumstances, routine training and other non-emergency work activities are typically not so essential as to warrant exposing personnel.

**Unsafe Conditions:** The Department will use good judgement when weather conditions require crews remain in shelter such as during a tornado or hail storm. In periods of extreme weather the Department will evaluate mutual aid needs to ensure adequate and safe staffing.

Outdoor training shall be conducted when conditions are reasonably safe as determined by the Department, consistent with the applicable safety standards. The Department's priority will always be emergency response.

**Hot Conditions:** Any firefighting or HAZMAT training drills or exercise should be carefully monitored when Apparent Temperature exceeds 90 F, and modified or suspended when Apparent Temperature exceeds 105 F. If protective clothing (fire or HAZMAT) is worn, an adjustment factor of 10 F should be added to the environmental temperature before the Apparent Temperature is calculated. The standard to determine whether it is safe to train in hot weather will be The CDC/NIOSH Heat Index tool (<https://www.cdc.gov/niosh/topics/heatstress/heatapp.html>) should be used when planning outdoor work activities based on how hot it feels throughout the day. It has a real-time heat index and hourly forecasts specific to your location.

**Cold Conditions:** Non-essential work activities in cold weather shall only be conducted if all members participating have proper PPE to protect against cold exposure and frostbite. During emergency operations additional staffing will be requested to ensure on scene safety. Non-essential work activities in cold weather should be suspended when the Actual Temperature is 32 F or less.

**Other Conditions:** (If conditions are reached, command, Admin, and the JLM Committee would evaluate to consider)

- Wind Speeds over 40 mph
- Any National Weather Service issuance of a weather warning

It is agreed that the Fire Chief, with input from the JLM Committee, will develop and implement an Extreme Weather Policy and related procedures, to address related issues.

## SECTION 6.09: MINIMUM STAFFING

Staffing levels and budgets are the prerogative of the City. The City is solely responsible for determining the number of fire fighters on shift and the fire ground. The Union advises the City they should strive to follow NFPA 1710 for staffing.

Effective upon the signing of the CBA, the City agrees that newly hired full-time members who do not hold at least Firefighter I certification and Medical First Responder qualifications will not be counted toward minimum daily full-time staffing levels. In the event daily staffing falls below the minimum staffing level for a period greater than four (4) hours, and a member assigned to a required position lacks the required certifications, the City shall assign a member possessing Firefighter I and Medical First Responder certifications to fill that position.

## **SECTION 6.10: PHYSICAL AND MENTAL FITNESS AND WELLNESS**

The City and Union recognize and agree that physical and mental health, fitness, and wellness is of mutual benefit to both parties. All JFR members will have access to appropriate gym facilities at no personal cost while on duty to ensure ability to maintain optimal physical and mental wellness.

A Joint Health and Fitness Committee shall be maintained, consisting of one chief officer, two Union representatives, and one certified Peer Fitness Trainer to discuss and advise the Fire Chief regarding items related to health and wellness, including but not limited to:

1. Pre-employment physical ability testing
2. Pre-employment health screening process including a psychiatric/mental health evaluation
3. Annual health and fitness screening and physicals that meet NFPA Standards
4. Ongoing health and fitness education and training following the IAFF Peer Fitness Program
5. Employee assistance Program
6. The Center for Excellence will be the mental health facility of choice for members of the Union

## **SECTION 6.11: EMPLOYEE PERSONNEL RECORDS**

Employees have the right to view their individual personnel records, this may be done by scheduling an appointment with the Fire Chief or designee. This may be done during normal business hours only.

# ARTICLE 7 – COMPENSATION

## SECTION 7.01: SALARIES

JFR employees will remain on the City’s already established pay scale and expected scale increases set by City leadership. If discussions are warranted, the Union will submit a proposal for wage and benefit changes to the Fire Chief for discussions before budgeting is due for the next physical year.

## SECTION 7.02: OVERTIME

Overtime is defined as any hours worked by an Employee beyond their normal scheduled 56-hour duty week. Two times the Employee normal hourly rate shall be paid for overtime hours worked on Sundays and City observed holidays regardless of having off hours in that work pay period. Duty time exchanged by Employees is considered scheduled work hours and not subject to overtime.

**Minimum Staffing Overtime:** When necessary, off-duty employees will be called in to work overtime for the purpose of maintaining minimum staffing levels. In these cases, the intent is to fairly distribute such overtime opportunities to all eligible and appropriate personnel. For this purpose, an overtime list shall be maintained by the chiefs which tracks overtime worked by each Employee. Specific guidelines for issuing all overtime will be outlined in department policy. It is further agreed by both Union and management that management reserves the final decision when issuing overtime. This does not dismiss that all efforts to fairly distribute overtime shall be made given the circumstances.

**Incident Recall Overtime:**

When necessary, off-duty employees may be recalled to work in the event of working incidents that result in the commitment of all on-duty personnel, or specialized incidents that require off-duty personnel with specialized training. In these cases, the intent is to get the closest appropriate available personnel into the stations as quickly as possible.

**Scheduled Overtime:**

When necessary, off-duty employees may need to report to work a designated activity such as training, meeting attendance, or special details or events. In these cases, the intent is to simply notify the affected employees of the need in a timely manner.

**Half-time Overtime:**

Each Employee working a 56-hour duty schedule (resulting in 192 hours in a 24-day work cycle) will receive ten (10) hours of additional half-time pay for the difference between 192 hours scheduled and the 182 hour threshold outlined in FLSA.

**Overtime Minimums:**

An Employee who is called in to work hours not scheduled shall be guaranteed a minimum of two (2) hours overtime. An Employee who voluntarily reports for department scheduled overtime (meetings, training, special events, etc.) shall be guaranteed a minimum of one (1) hour of overtime. This includes attending Administration approved meetings via zoom or phone.

An Employee who works additional hours due to responses to emergency calls, before or after, but in continuation with their scheduled work hours shall not be guaranteed any minimum number of hours and shall be paid overtime only for their extra hours worked.

Employees working overtime for minimum shift coverage or scheduled overtime will be paid from the time they arrive for duty until the time they are released by a chief officer. Employees working overtime for incident recall will be paid from the time they arrive at the station until the time they are released by a chief officer. Employees accepting overtime will report for duty as soon as possible, without delay.

### **SECTION 7.03: PARAMEDIC PAY / A-EMT**

The City and Union agree that employees who obtain, practice, and maintain an EMT-P or an A-EMT license, and whose positions are not currently reflected on a salary schedule, shall be eligible to be compensated with a one-time additional pay scale step bump of current annual base salary compensation once certification is obtained and approved in budget.

For certification from the Missouri Department of Health and Senior Services, Bureau of Emergency Medical Services for an EMT-Paramedic and A-EMT License.

1. One-time additional pay scale step bump is figured on top of the Employee’s base pay on the established payscale.
2. Employees may gain and lose this pay based on obtaining and maintaining eligibility.
3. It is the Employee’s responsibility to keep their certification current and to make sure the Human Resources Office has a copy of the current certificate. Additional pay will not be paid retroactive due to certifications being turned in late.

### **SECTION 7.04: OUT OF RANK PAY / HSRT MEMBER PAY**

When a member steps into the role of a Lieutenant, Captain or Duty Officer their job duties change with increased responsibility. This also goes for Lieutenant filling in as a Captain. Specialty pay when filling in for these roles, for a minimum of 8 hours, will earn a minimum \$2.00 hr. increase on their base hourly salary as an out of rank pay for their hours worked out of rank.

**Homeland Security Rescue Team Specialty Pay:**

A member assigned to the Homeland Security Rescue Team shall receive specialty pay provided the member remains in good standing with the team. Good standing is defined by meeting attendance, performance, and qualification standards as established by Command Staff. Specialty pay is contingent upon maintaining eligibility and may be awarded or revoked based on the member’s compliance with these requirements.

**SECTION 7.05: PAID HOLIDAYS**

Due to the nature of twenty-four (24) hour duty assignments, Firefighter personnel are required to work on designated holidays. Accordingly, such personnel shall receive additional compensation in recognition of both the holiday and the associated personal day. Holiday compensation shall be governed by and administered in accordance with the holiday pay provisions set forth in the City’s Manual.

**SECTION 7.06: PENSION AND RETIREMENT**

The City will provide a defined benefit pension plan (LAGERS) for uniformed public safety employees as outlined in the City Policy Manual. The City will pay the total normal cost of the pension as prescribed annually by the designated actuary.

**SECTION 7.07: HEALTH, DENTAL, AND VISION INSURANCE**

The City will provide group health insurance for all regular and temporary full time employees at no cost to the employee. The members of the CBA would like the City to offer plans that will not limit the choice of what hospital they can use.

Employees desiring additional coverage for their spouse and/or dependent children may purchase it through bi-weekly payroll deductions.

Employees may opt to purchase vision and dental insurance coverage through payroll deductions. Details of those benefit levels are provided online through the insurance carrier or employees may contact Human Resources.

**SECTION 7.08: LIFE INSURANCE**

All full-time employees will be covered by a life insurance policy provided by the City of Jackson through the City approved insurance carrier. The policy also provides a double indemnity accidental death and dismemberment (AD&D) policy for each regular full-time employee. The amount and terms of coverage may change annually. Coverage is

effective on the first day of the month following thirty (30) consecutive days of employment with the City.

## **SECTION 7.09: EMPLOYEE ASSISTANCE PROGRAM**

Both the City and the Union agree that the City provides an Employee Assistance Program (EAP) to eligible employees. These benefits are subject to the provisions of the City’s designated provider EAP Agreement.

If budget and schedules allow, the City agrees to pay for work hours missed and allow time off for up to two (2) members annually selected by the Union and administration to attend IAFF Peer Counseling Training.

## **SECTION 7.10: EDUCATION AND PROFESSIONAL DEVELOPMENT**

The City and Union agree that it is mutually beneficial to the City, the individual Employees, and ultimately the citizens we serve, for the Employees to support and receive advanced training, education, and certifications, beyond the minimum requirements for the job position held. While the City and the citizens benefit from a more knowledgeable and skilled workforce, the Employee benefits through the opportunity to advance themselves professionally and personally. Therefore, there are shared responsibilities associated with education and professional development.

**Mandatory Training Requirements:** The City shall pay for all training classes deemed mandatory by the Employer for a member’s assigned position. Such payment shall include registration fees, reasonable lodging, reasonable travel expenses, and the daily per diem in accordance with City policy. Members who attend mandatory training while off duty shall be compensated for all required classroom and instructional time at the appropriate rate, and the City shall provide shift coverage, as necessary, for on-duty time spent in such training.

If a member fails to maintain certifications previously paid for by the City, the City shall not be required to compensate the member for the cost of obtaining the same certification again.

The City agrees to seek opportunities and offer training classes in-house at reduced or no-cost to the Employee that leads to advanced certifications deemed beneficial to the mission of the Fire Department and aides with Continuing Education Units (CEUs) required to maintain such certifications. Voluntary attendance to such training will not be subject to any overtime.

**CEU Trainings:** The City agrees to assist Employees receive CEU training necessary to maintain advanced certifications, and attend outside training courses and professional conferences, including paying registration fees, reasonable lodging, reasonable travel expenses and daily per diem allowed by City Policy. In the event a staff vehicle is available, Employees may be approved to use the vehicle for travel. No overtime will be paid for off-duty time spent in such training. Written requests for such training will be made by the Employee and subject to approval of the Fire Chief, or a designee. Such approval will be based on availability of funding, needs of the Department, participation of the Employee in activity related to the certification, and the ability to obtain national/state certification. Denial of a written request for such training must have a reason for denial returned to the requester.

The Union agrees its members will attend and fully participate in any training they are provided, representing both the City and the Union in a positive, professional manner; and, that their members will utilize their training and certifications, as assigned, to advance the mission of the Fire Department.

Members may request tuition reimbursement following the established guideline in the city manual and must abide by city contracts if agreed upon equally by both parties.

## **SECTION 7.11: UNIFORMS & CLOTHING ALLOWANCE**

Each covered Employee shall receive a clothing allowance covered at the departments cost in the amount and under the conditions as follows:

1. Clothing allowance allotted per Employee can be used for any item pertaining to uniform apparel or items needed for day to day job duties, including but not limited to:
  - a. Short sleeve shirts - 4
  - b. Long sleeve shirts - 4
  - c. Polos - 3
  - d. Duty Pants - 4
  - e. Dress Pants - 1
  - f. Duty shorts - 1
  - g. Duty boots - 1
  - h. Belts - 1
  - i. Hats - 2
  - j. Winter Coat - 1
  - k. High-Vis Winter Coat - 1
  - l. Job Shirts - 2
  - m. Sock Cap - 1
  - n. Tie - 1
  - o. Class A jacket, dress shoes and dress hat for rank of Captain - 1
  - p. Safety Clear Glasses - 2

q. Safety Sun Glasses - 2

2. A new employee shall be entitled to place a full uniform order upon employment.
3. A uniform committee shall determine the City’s uniform recommendations, approved by the Fire Chief.
4. The City will endeavor to purchase union produced apparel whenever feasible.
5. The Union will assist the City in policing its ranks to make sure that all members’ uniforms are always neat, clean and in good presentable condition every duty day.
6. From Memorial Day through Labor Day, members shall be afforded the opportunity to wear department-approved uniform shorts for designated events, public education activities, specialized work sessions, and public relations functions, provided such wear complies with uniform guidelines established by the Administration in consultation with the Joint Labor-Management (JLM) Committee.
7. Uniforms shall be ordered annually and be able to order uniforms no later than August 1<sup>st</sup>.
8. Duty Boots with toe protection and protective insoles.
9. Specialty uniforms needed for HSRT Team members, Special Event Shirts or any additions will be covered by the City and provided when needed or requested when reasonable.
10. Damaged, destroyed or contaminated uniforms caused during on duty wear will be replaced and covered by the City after being returned to Administration.

## **ARTICLE 8 – LEAVE AND EARNED TIME OFF**

### **SECTION 8.01: SICK LEAVE / EMERGENCY LEAVE**

The City will provide sick/emergency leave to all regular and temporary full-time employees at their regular pay. Details and monthly accrual rates are outlined in the City Policy Manual.

An employee requesting sick leave should do so as soon as possible. Employees must request sick leave authorization through their assigned chain of command, as well as administration notification.

Employees must keep the administration informed of their ability to work if their absence is for more than one (1) day.

The City will recognize and acknowledge that Jackson Fire Rescue employees typically work shifts of 24 hours. Therefore hours of sick leave will be adjusted accordingly so that one sick day allows for a full 24 hour shift and not as an 8 hour work day.

Employees may be required to submit a doctor’s certificate for any hours missed. An employee shall personally ensure all doctor excuses and medical records are submitted directly to fire administration. Employees have 48 hours unexcused sick time.

Employees returning to work from sick leave will conform to the City Policy Manual for Return to Work Medical and Fitness Evaluations. Employees shall be granted emergency leave immediately following notification and approval of the administration.

**SECTION 8.02: COMPASSION LEAVE**

A regular full-time employee who has a member of their immediate family taken by death shall receive up to three days off with pay, per occurrence, as bereavement leave to arrange and/or attend funeral activities. Regular part-time and temporary employees will be entitled to bereavement leave without pay. Bereavement Leave will not extend beyond the date of interment. Leave, not to exceed four hours, may be granted to employees to attend the funeral of a City employee, retired City employee, or other relative not specified as "immediate family". "Immediate family" shall be defined as spouse, mother, father, mother-in-law, father-in-law, children, sister, brother, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents and grandchildren. Details and definitions on covered family members are outlined in the City Policy Manual.

An employee requesting compassion leave should do so as soon as possible. Employees must request compassion leave authorization through their assigned Captain or other designated person. Employees must keep their administration informed of their ability to work if their absence is for more than one (1) shift.

**SECTION 8.03: VACATION LEAVE**

The City will provide vacation leave to all regular and temporary full-time employees at their regular pay. Details are outlined in the City Policy Manual.

Fire Administration will provide crew assignments, available vacation lists per crew, and individual vacation accrual totals prior to the announced vacation selection dates.

It is agreed that the Fire Chief, with input from the Union will develop and implement a Vacation Selection Policy and related procedures, with the stated purpose to ensure fair

and appropriate selection and use of accrued vacation time while balancing the needs of minimum staffing. The policy shall address all issues related to vacation selection and use created by the unique work schedule and staffing requirements of the Fire Department.

Employees assigned to a forty-hour per week work schedule will make vacation requests through their immediate supervisor as soon as practical.

Employees may carry over vacation time into the following year. For employees who accrue vacation on a calendar year basis, carryover applies to the next calendar year. For employees who accrue vacation based on their year of employment, carry over applies to their next employment year. Carry over requires prior approval from Administration.

### **SECTION 8.04: PREGNANCY/MATERNITY LEAVE**

1. The Employer will offer non-hazardous duty for pregnancy from the time the pregnant employee provides written notification. The pregnant employee will be on non-hazardous duty from the time of acceptance of such duty until maternity leave begins.
2. Non-hazardous duty shall mean an assignment within the City in which the pregnant employee will not be exposed to bloodborne or airborne pathogens, hazardous materials, products of combustion, or arduous physical labor.
3. Acceptance of non-hazardous duty shall not result in a reduction in pay, an adverse effect on time in service, or ability to promote.
4. Following the birth, the City will allow the employee time to bond with their child and assist with childcare, pursuant to City policy.

## **ARTICLE 9 – CONDITIONS OF THE AGREEMENT**

### **SECTION 9.01: GRIEVANCES**

The Union and employees retain the right to grieve violations of this Agreement. All grievances shall be processed consistent with Just Cause and Due Process.

In defining just cause under the terms of this contract, the following points should be considered:

- The employee was given clear rules and expectations.
- The employer conducted a fair, objective investigation before issuing discipline.
- The investigation found credible evidence that the employee actually committed the alleged misconduct.
- Rules were applied consistently to everyone.
- The level of discipline was reasonable and proportionate to the offense.

- The employee had an opportunity to respond to the allegations.
- The employer considered any mitigating factors (such as length of service, past performance, and context).

## **SECTION 9.02: IMPASSE RESOLUTION**

In the event of bargaining impasse, the parties shall proceed to mediation. If unresolved, the dispute shall be submitted to final and binding arbitration through a mutually agreed neutral arbitrator.

## **SECTION 9.03: TERM**

This Agreement shall be effective for a term of three (3) years from execution.

1. Notwithstanding the three (3) year term of this Agreement, the City of Jackson and Local 1084 shall annually review and discuss minimum staffing levels and the number of members on duty, including consideration of any proposed changes.

## **SECTION 9.04: EVERGREEN CLAUSE**

Upon expiration, this Agreement shall remain in full force and effect until a successor agreement is reached or lawful impasse procedures are concluded.

## **SECTION 9.05: SAVINGS AND SEVERABILITY**

If any provision of this Agreement is found to be unlawful, the remainder shall remain in full force and effect.

## **SECTION 9.06: RATIFICATION**

This Agreement shall be subject to ratification by the Union membership and approval by the City.

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Shop Steward

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Department Rep.

\_\_\_\_\_  
Local President

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the City of Jackson.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Fire Chief

\_\_\_\_\_  
Human Resource Manager

Extra

Effective August 25, 2023 by majority vote held by the State Board of Mediation of the International Association of Firefighters (IAFF), the Department of Jackson Fire Rescue is officially recognized as a Collective Bargaining Unit of the Local 1084 IAFF Union.

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 1978, as amended, and, limited to those requirements contained therein, the City agrees to recognize.



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Matt Winters, City Administrator

**DATE:** 04/20/2026

**RE:** EEZ Public Hearing

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In November 2023, Trussworks LLC prepared and submitted an application to receive property tax abatement through the Cape Girardeau County Enhanced Enterprise Zone (EEZ). Although this application was approved by the Cape Girardeau County Commissioners, it has been discovered that required steps following that vote were not taken, and Trussworks LLC has not received the tax abatement benefits requested and approved by the County Commissioners.

In March 2024, the Board of Aldermen voted to approve an annexation application submitted by Trussworks LLC. Since this project has not received the tax abatement benefits and has since been annexed, it now falls within the jurisdiction of the City and the Mayor and Board of Aldermen to review and vote on the application.

The potential benefits to be considered and discussed during the Public Hearing would be a 50% property tax abatement on the improvements for a period of 10 years. The process includes a public hearing, posting of the notice of public hearing to a local newspaper and sending a copy of the notice of public hearing to all affected taxing districts.

The EEZ Board voted to recommend approval of the request.



# *MEMO*

**TO:** Mayor Hahs and Members of the Board  
**FROM:** Larry Miller, Building & Planning Manager  
**DATE:** April 16, 2026

**SUBJECT:** Rezoning – I-1 light Industrial to R-4 General Residential

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This item will be discussed during the study session, in the report from the Planning & Zoning Commission from the April 8, 2026, meeting.

# MEMO



**To:** Mayor and Board of Aldermen  
**From:** Jason Lipe, Parks and Recreation Director  
**Date:** Thursday, April 16, 2026  
**Re:** Park Department Dump Truck

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The Parks Department relies heavily on the use of a dump truck to haul dirt, rock, mulch, and limbs. The current vehicle assigned to the Parks Department is a 1995 GMC 3500 1-ton dump truck. Over the past few years, truck #96 has faced a number of issues that have led to numerous periods of down time when the dump truck was unavailable due to repairs. Issues have included oil leakage, inoperable driver's door, excessive exhaust and hydraulic leaks.

The Parks Department would like to request funds for the purchase of a new dump truck in the amount of \$84,895.00, from Broadway Ford Truck Sales, Inc. This purchase would be made under the state contract.



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**TO: Mayor and Board of Aldermen**

**FROM: Jeff Winders, City Engineer**

**DATE: April 16, 2026**

**RE: WWTP Improvements Change Order #2**

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The WWTP Improvements project originally had the water line not meeting city requirements. This change order adds fire hydrants and gate valves to bring the planned water main extension into compliance. This change order is for Fifty Thousand Nine Hundred Twenty-Three dollars and Ninety-Five cents (\$50,923.95.) The contractor is not requesting a time extension for this change.





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# MEMO

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

**FROM:** Janet Sanders, Director of Public Works

**DATE:** April 16, 2026

**SUBJECT:** Deerwood Roundabout – Change Order #4

Attached you will find Change Order #4 which is a request for an additional 51 calendar days of time for the Deerwood Roundabout project. Delays in utility relocations at the beginning of the project pushed back construction of the concrete pavement. The Change Order explanation from the project engineer bases the date request on the time needed to supply the sanitary sewer manholes added in Change Order 2. This was actually not the only utility relocation or construction issue that caused delay, but was one they could easily quantify by date.

The additional days would change the final required completion date from April 26<sup>th</sup> to June 16<sup>th</sup>.





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**TO: Mayor and Board of Aldermen**

**FROM: Jeff Winders, City Engineer**

**DATE: April 15, 2026**

**RE: MoDOT Program Agreement for Engineering Services – Hubble Creek  
Recreation Trail Phase 3A TAP9900(996)**

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As part of the continuation of the Hubble Creek Trail Project the City has applied for and been awarded a TAP grant for the Hubble Creek Trail Phase 3A TAP 9900(996) from the Missouri Department of Transportation. The TAP grant award requires a program agreement between the City and MoDOT. The following item is consideration of the MoDOT agreement which will now need the Board approval and Mayor's signature.

BILL NO. 26-\_\_

ORDINANCE NO. 26-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ENGINEERING SERVICES AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND SH SMITH & COMPANY, INC., OF POPLAR BLUFF, MISSOURI, RELATIVE TO PROVIDING ENGINEERING SERVICES UNDER THE HUBBLE CREEK RECREATION TRAIL PROJECT PHASE 3A; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **SH Smith & Company, Inc., of Poplar Bluff, Missouri.** It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

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

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

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

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

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

FIRST READING: April 20, 2026.

SECOND READING: April 20, 2026.

PASSED AND APPROVED this 20th day of April, 2026, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

ATTEST:

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

**SPONSOR: City of Jackson, MO**  
**LOCATION: Hubble Creek Phase 3A - Safe Boulevard Crossing**  
**PROJECT: TAP – 9900 (996)**

*THIS CONTRACT* is between Jackson, Missouri, hereinafter referred to as the "Local Agency", and S H Smith & Company, Inc., hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its Transportation Alternatives Program, coordinated through the Missouri Department of Transportation, the Local Agency intends to construct a sidewalk to connect the parks and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**ARTICLE I – SCOPE OF SERVICES**

See Attachment A

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0 % of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, 0 % of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO TOTAL GOAL
-------------------------------------------------------------------	---------------------------	------------------------------------------------	-----------------------------------------------------------	--------------------------------------------------------------------------------

**ARTICLE III-ADDITIONAL SERVICES**

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

**ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY**

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

**ARTICLE V - PERIOD OF SERVICE**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on May 15, 2027.
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

**ARTICLE VI – STANDARDS**

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT’s Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

**ARTICLE VII - COMPENSATION**

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$ 3,011.69**, with a ceiling established for said design services in the amount of **\$ 24,994.03**, which amount shall not be exceeded.
- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of **\$8,646.99**, with a ceiling established for said inspection services in the amount of **\$74,989.02**, which amount shall not be exceeded.
- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:
  - 1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  - 2. An amount calculated at 47.94% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  - 3. An amount calculated at 160.95% of actual salaries in Item 1 above for general administrative overhead, and calculated at 4.34% of actual salaries in Item 1 above for Facilities Capital Cost of Money (FCCM) based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus

4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.
- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

#### ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price

or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

**ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER**

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of:

<b>Sub-Consultant Name</b>	<b>Address</b>	<b>Services</b>
<b>NONE</b>		

**ARTICLE X - PROFESSIONAL ENDORSEMENT**

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

**ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

**ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

**ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.

- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.
- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

**ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

**ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

**ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

**ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

**ARTICLE XVIII - NONDISCRIMINATION**

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability in the selection and retention of subcontractors. The Engineer will comply with state and federal statutes and regulations related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of race, religion, sex, sexual orientation, gender identity, color, national origin, age, or disability. The Engineer shall provide all information and reports, and permit access to its records, as determined by the Department of Transportation to be necessary to ascertain compliance with this section. If the Engineer fails to comply with this section, the Local Agency may withhold payments under the Agreement or cancel, terminate, or suspend the Agreement.

**ARTICLE XIX – LOBBY CERTIFICATION**

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

**ARTICLE XX – INSURANCE**

A. The Engineer shall maintain commercial general liability, automobile liability, and worker's

compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.

- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  - 1. Commercial General Liability: \$100,000 per person up to \$1,000,000 per occurrence;
  - 2. Automobile Liability: \$100,000 per person up to \$1,000,000 per occurrence;
  - 3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  - 4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other  
Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and  
Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this 15th day of April, 2026.

Executed by the City this \_\_\_ day of \_\_\_\_\_, 2026.

**FOR: JACKSON, MISSOURI**

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

**ATTEST:** \_\_\_\_\_  
City Clerk

**FOR: S H SMITH & COMPANY, INC.**

**BY:** Steve Hicks  
Steve Hicks, President



**ATTEST:** Bill Robison  
Bill Robison, Vice President/Secretary


I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.


\_\_\_\_\_  
COUNTY ACCOUNTING OFFICER  
COUNTY AUDITOR - 1st and 2nd Class Counties  
COUNTY CLERK - 3rd and 4th Class Counties

**ATTACHMENT A**  
**Scope of Services**

- A. **SURVEY** – the Engineer will:
1. Conduct topographic, property and utility surveys sufficient to develop plans for the project; field data will be sufficient to produce one-foot contours and spot elevations.
  2. Elevation tied to appropriate Vertical Datum and establish project control points.
  3. Topographic Survey to include location of visible utilities and markings provided from 1-800 DIG RITE (Missouri One Call) along with any available utility maps provided to the surveyor. Location of subsurface private utility lines on private property is not part of the 1-800 DIG RITE or Smith&Co's scope. If private lines are to be located, then these should be marked by others prior to commencement of survey.
- B. **PRELIMINARY DESIGN PHASE** – the Engineer will:
1. Determine the needs of the Local Agency for the project and prepare preliminary plans for review.
  2. Perform environmental review of the project for categorical exclusion.
  3. Perform geotechnical evaluations for proposed construction locations.
  4. Ensure compliance with historic preservation requirements through coordination with the Missouri department of Natural Resources, and if deemed necessary, arrange to have the site examined by a qualified archaeologist on a subcontract basis under supplemental agreement.
- C. **RIGHT OF WAY** – the Engineer will:
1. Determine right-of-way requirements, prepare right-of-way plans, and assist the Local Agency in acquiring the right-of-way deeds needed for the project (if required); condemnation and mediation proceedings are excluded from this scope.
- D. **FINAL DESIGN** – the Engineer will:
1. Prepare detailed construction plans, cost estimate, specifications, and related documents as necessary for the purpose of soliciting bids for constructing the project.
  2. Provide the Local Agency with two sets of completed plans, specifications, and cost estimate for the purpose of obtaining construction authorization from the Missouri Department of Transportation.
- E. **CONSTRUCTION PHASE** - The Engineer will serve as the Local Agency's representative for administering the terms of the construction contract between Local Agency and their Contractor. The Engineer will endeavor to protect the Local Agency against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Engineer responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Engineer's services will include more specifically as follows:

1. upon receipt of construction authorization from MoDOT, provide an adequate number of plans, specifications, and bid documents to the Local Agency.
2. provide the Local Agency with a list of qualified area bidders and assist Local Agency in advertising for bids; and
3. assist the Local Agency in evaluating bids and requesting concurrence in award from MoDOT.
4. assist the Local Agency with a preconstruction conference to discuss project details with the Contractor.
5. make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is anticipated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits to the project site as requested.
6. Check shop drawings and review schedules and drawings submitted by the Contractor.
7. reject work not conforming to the project documents.
8. Prepare change orders for issuance by the Local Agency as necessary and ensure that proper approvals are procured prior to work being performed.
9. review wage rates, postings, equal employment opportunity, and other related items called for in the contract documents.
10. inspect materials, review material certifications furnished by Contractor, sample concrete, and other materials as required, and review material testing results. Independent assurance samples and tests that will be performed by MoDOT personnel, and such sampling and testing is excluded from the work to be performed by the Engineer under this contract.
11. maintain progress diary and other project records, measure, and document quantities, and prepare monthly estimates for payments due the Contractor.
12. be present during critical construction operations,
13. participate in final inspection, provide the Local Agency with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the Local Agency's records.

<b>ATTACHMENT B - 1</b>				
<b>ENGINEERING SERVICES - ESTIMATE OF COST</b>				
<b>DESIGN PHASE</b>				
MoDOT JOB NO: TAP-9900(096)				
PROJECT NAME: Hubble Creek Phase 3A - Safe Boulevard Crossing				
LOCATION: Jackson, MO				
CLIENT: City of Jackson				
DATE: Mar-26				
				
<b>DIRECT LABOR COSTS</b>				
<u>LABOR CATEGORY</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>	<u>ESTIMATED COST</u>	<u>TOTALS</u>
Chief Operating Officer	0	\$67.66	\$0.00	
Sr. Design Review	2	\$51.00	\$102.00	
Department Manager	4	\$52.97	\$211.88	
Project Manager	30	\$41.49	\$1,244.70	
Design Engineer 2	60	\$34.98	\$2,098.80	
Sr. Technician	24	\$27.89	\$669.36	
Technician 2	8	\$21.96	\$175.68	
Technician 1	0	\$19.00	\$0.00	
Sr. Designer 2	40	\$34.34	\$1,373.60	
Sr. Designer 1	24	\$29.74	\$713.76	
Intern	4	\$18.00	\$72.00	
Admin Assistant	4	\$18.73	\$74.92	
Registered Land Surveyor	1	\$39.62	\$39.62	
Party Chief	8	\$23.50	\$188.00	
<b>SUBTOTAL</b>				<b>\$6,964.32</b>
<b>DIRECT LABOR SUBTOTAL</b>				<b>\$6,964.32</b>
<b>OVERHEAD COSTS</b>				
	PAYROLL ADDITIVES:	47.94%		\$3,338.70
	GENERAL, ADMIN. AND OVERHEAD:	160.95%		\$11,209.07
<b>TOTAL LABOR &amp; OVERHEAD</b>				<b>\$21,512.09</b>
<b>FIXED FEE</b>				
	14% x (DIRECT LABOR & OVERHEAD)	14.0%		<b>\$3,011.69</b>
	FCCM (On Labor Costs Only)	4.34%		<b>\$302.25</b>
<b>OTHER DIRECT COSTS</b>				
TRANSPORTATION	240	\$0.700	\$168.00	
<b>PASS-THROUGH COST</b>				
	0	0	\$0.00	
<b>TOTAL OTHER DIRECT COSTS</b>				<b>\$168.00</b>
<b>TOTAL</b>				<b>\$24,994.03</b>

<b>ATTACHMENT B - 2</b>				
<b>ENGINEERING SERVICES - ESTIMATE OF COST</b>				
<b>CONSTRUCTION PHASE</b>				
MoDOT JOB NO: TAP-9900(096)				
PROJECT NAME: Hubble Creek Phase 3A - Safe Boulevard Crossing				
LOCATION: Jackson, MO				
CLIENT: City of Jackson				
DATE: Mar-26				
				
<b>DIRECT LABOR COSTS</b>				
<u>LABOR CATEGORY</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>	<u>ESTIMATED COST</u>	<u>TOTALS</u>
Chief Operating Officer	0	\$67.66	\$0.00	
Sr. Design Review	4	\$51.00	\$204.00	
Department Manager	4	\$52.97	\$211.88	
Project Manager	40	\$41.49	\$1,659.60	
Design Engineer 2	60	\$34.98	\$2,098.80	
Sr. Technician	320	\$27.89	\$8,924.80	
Technician 2	100	\$21.96	\$2,196.00	
Technician 1	100	\$19.00	\$1,900.00	
Sr. Designer 2	40	\$34.34	\$1,373.60	
Sr. Designer 1	0	\$29.74	\$0.00	
Intern	12	\$18.00	\$216.00	
Admin Assistant	6	\$18.73	\$112.38	
Registered Land Surveyor	4	\$39.62	\$158.48	
Party Chief	40	\$23.50	\$940.00	
<b>SUBTOTAL</b>			<b>\$19,995.54</b>	
<b>DIRECT LABOR SUBTOTAL</b>			<b>\$19,995.54</b>	
<b>OVERHEAD COSTS</b>				
		PAYROLL ADDITIVES:	47.94%	\$9,585.86
		GENERAL, ADMIN. AND OVERHEAD:	160.95%	\$32,182.82
<b>TOTAL LABOR &amp; OVERHEAD</b>			<b>\$61,764.22</b>	
<b>FIXED FEE</b>				
		14% x (DIRECT LABOR & OVERHEAD)	14.0%	<b>\$8,646.99</b>
		FCCM (On Labor Costs Only)	4.34%	<b>\$867.81</b>
<b>OTHER DIRECT COSTS</b>				
TRANSPORTATION	5300	\$0.700	\$3,710.00	
<b>PASS-THROUGH COST</b>				
		0	0	\$0.00
<b>TOTAL OTHER DIRECT COSTS</b>			<b>\$3,710.00</b>	
<b>TOTAL</b>			<b>\$74,989.02</b>	

## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the

method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/epls/search.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended,

debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Attachment E**  
**Disadvantage Business Enterprise Contract Provisions**

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

# Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form for LPA/Consultants Local Federal-aid Transportation Projects

**Firm Name (Consultant):** S H Smith & Company, Inc.

**Project Owner (LPA):** City of Jackson

**Project Name:** Hubble Creek Phase 3A - Safe Boulevard Crossing

**Project Number:** TAP - 9900 (996)

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri’s Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

No real or potential conflicts of interest  
If no conflicts have been identified, complete and sign this form and submit to LPA

Real conflicts of interest or the potential for conflicts of interest  
If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant’s proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA  
Printed Name: \_\_\_\_\_

Consultant  
Printed Name: Steve Hicks

Signature: \_\_\_\_\_

Signature: 

Date: \_\_\_\_\_

Date: 4/15/20



# MEMO

**To:** Mayor Dwain Hahs and Members of the Board of Aldermen  
**From:** Janet Sanders, Director of Public Works  
**Date:** April 16, 2026  
**Re:** Donna Drive Right of Way Dedication

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Attached you will find an ordinance to accept a Deed of Dedication for the Donna Drive right of way through the parking lot serving Jackson Tire, Don Carlos, and Teen Challenge signed by Jim Maevers of Maevers Investments, LLC. This deed clarifies that the property is city right-of-way and not an easement on property owned by Maevers Investments, LLC, as currently shown on Cape Girardeau County's tax maps.

The City Attorney has determined that the Deed of Dedication absolves the need for the First Amendment to Right of Way and Maintenance Agreement presented at the last study meeting, and all maintenance going forward will be the responsibility of the City as with any other right of way.

**BILL NO. 26-\_\_**

**ORDINANCE NO. 26-\_\_**

**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 DEED OF DEDICATION.**

WHEREAS, **Maervers Investments, LLC**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Deed of Dedication, 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: April 20, 2026.

SECOND READING: April 20, 2026.

PASSED AND APPROVED this 20th day of April, 2026, by a vote of \_\_\_ ayes, \_\_\_ nays,  
\_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

ATTEST:

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

**TITLE OF DOCUMENT:** DEED OF DEDICATION

**DATE OF DOCUMENT:** March 31, 2026

**GRANTORS:** MAEVERS INVESTMENTS, LLC

**GRANTORS MAILING ADDRESS:** PO BOX 1833  
CAPE GIRARDEAU, MO 63702

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

**PROPERTY ADDRESS:** DONNA DRIVE RIGHT OF WAY,  
JACKSON, MISSOURI

**LEGAL DESCRIPTION OF PROPERTY:** SEE PAGE 4 OF DEED OF DEDICATION

**DEED OF DEDICATION**  
**DONNA DRIVE RIGHT OF WAY**  
**CITY OF JACKSON, MISSOURI**

**THIS DEED** made and entered into this 31 day of March, 2026, by and between **MAEVERS INVESTMENTS, LLC**, a Missouri Limited Liability Company, of the County of Cape Girardeau, State of Missouri, **Grantor**, and the **CITY OF JACKSON, MISSOURI**, a Municipal Corporation, **Grantee**.

Grantee’s Mailing Address: 101 Court St., Jackson, MO 63755

**WITNESSETH**, that the said Grantor, for and in consideration of the sum of Ten (10) Dollars and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents Dedicate, Remise, Release, and forever Quit-Claim unto the said Grantee the following described Lots, Tracts, or Parcels of Land, lying, being and situated in the County of Cape Girardeau, State of Missouri, to-wit:

SEE EXHIBIT A

Said right, privilege, permission and authority to enter on and upon said property above described and, as shown on Exhibit B attached hereto and made a part hereof, is irrevocable and is granted for the purpose of enabling the City of Jackson, Missouri, its agents and servants to install, lay, erect, construct, maintain, operate and repair any and all City utility services, to include, but not limited to, sanitary sewer lines, storm sewer lines, water lines, and electrical lines, which are to be placed in, on, upon or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances, manholes, and appliances in connection therewith.

Further this shall grant permission and authority to construct, maintain, operate and repair any public roadway placed in, on, upon or across said described property, together with all the useful, necessary and proper adjuncts, appurtenances and appliances in connection therewith.

**TO HAVE AND TO HOLD** the same, together with all rights, immunities, privileges, and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs and assigns, forever, so that neither the said Grantor nor its heirs, or any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and every one of them, shall, by these presents, be excluded and forever barred.



## EXHIBIT A

THAT PART OF M.I. THIRD SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2018-05826 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, LABELED AS AN EXISTING 45 FOOT WIDE INGRESS EGRESS EASEMENT (DONNA DRIVE), ON SAID M.I. THIRD SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 2 OF SAID M.I. THIRD SUBDIVISION, BEING A POINT ON THE EAST RIGHT OF WAY LINE OF KIMBEL LANE; THENCE NORTH 07°11'30" EAST ALONG THE WEST LINE OF SAID M.I. THIRD SUBDIVISION, ALSO BEING SAID EAST RIGHT OF WAY LINE OF SAID KIMBEL LANE, 49.24 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF M.I. SUBDIVISION, AS RECORDED IN PLAT BOOK 21, PAGE 13 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY; THENCE LEAVING SAID LINE, SOUTH 58°51'51" EAST ALONG THE SOUTH LINE OF SAID LOT 3, 109.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE LEAVING SAID SOUTH LINE, NORTH 31°05'17" EAST ALONG THE EAST LINE OF SAID LOT 3, AND THE EXTENSION THEREOF, ALSO BEING THE WEST LINE OF SAID M.I. THIRD SUBDIVISION, 257.15 FEET TO THE NORTH LINE OF SAID SUBDIVISION, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF U.S. ROUTE 61, ALSO KNOWN AS JACKSON BOULEVARD; THENCE LEAVING SAID WEST LINE, SOUTH 58°58'23" EAST ALONG SAID NORTH LINE OF SAID M.I. THIRD SUBDIVISION, ALSO BEING SAID SOUTH RIGHT OF WAY LINE, 44.46 FEET TO THE NORTHWEST CORNER OF LOT 2 OF M.I. SECOND SUBDIVISION, AS RECORDED IN PLAT BOOK 24, PAGE 16 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE LEAVING SAID LINE, SOUTH 31°05'17" WEST ALONG THE WEST LINE OF SAID LOT 2, 133.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE LEAVING SAID WEST LINE, SOUTH 58°58'22" EAST ALONG THE SOUTH LINE OF SAID LOT 2, 0.54 FEET TO THE NORTHERNMOST CORNER OF LOT 2 OF SAID M.I. THIRD SUBDIVISION; THENCE LEAVING SAID SOUTH LINE, SOUTH 31°05'17" WEST ALONG THE WEST LINE OF SAID LOT 2, 168.25 FEET; THENCE CONTINUE ALONG SAID WEST LINE, NORTH 58°51'51" WEST 134.93 FEET TO THE POINT OF BEGINNING.

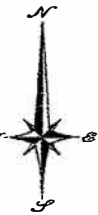
THE HEREIN DESCRIBED TRACT CONTAINS 0.41 ACRES, (18,022 SQUARE FEET), MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

EXHIBIT

B

**RIGHT OF WAY DEDICATION FOR THE CITY OF JACKSON - DONNA DRIVE**

Part of M.I. Third Subdivision, in the City of Jackson,  
Cape Girardeau County, Missouri.



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



**REFERENCES**

1. BOOK 1224, PAGE 500 (SUBJECT)
2. DOCUMENT NO. 2021-08998
3. DOCUMENT NO. 2020-13736
4. M.I. SUBDIVISION, PLAT BOOK 21, PAGE 13
5. M.I. SECOND SUBDIVISION, PLAT BOOK 24, PAGE 16
6. M.I. THIRD SUBDIVISION, DOCUMENT NO. 2019-05826
7. U.S. ROUTE 61 (JACKSON BLVD) PLANS

**FLOODPLAIN NOTE**

NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN AS INDICATED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 2603100232E WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2011.

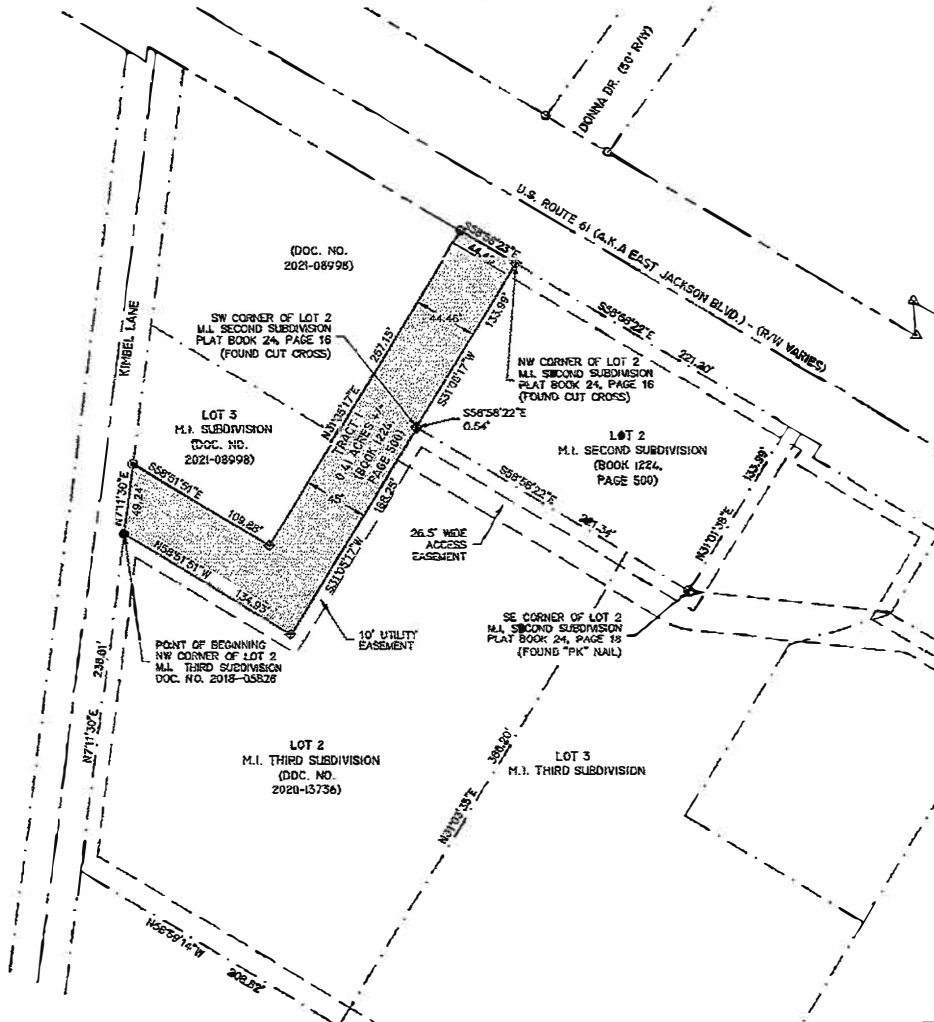
**SURVEYOR NOTE**

THIS SURVEY IS BASED ON CURRENT AVAILABLE PUBLIC RECORDS AND DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. NO INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE HAS BEEN MADE.

ACCURACY STANDARD: TYPE URBAN

**LEGEND**

1. ● 1/2" IRON ROD (SET)
2. ⊙ IRON ROD W/CAP (FOUND)
3. ○ IRON ROD (FOUND)
4. ⊖ IRON PIPE
5. □ STONE
6. ◇ COTTON PICKER SPINDLE
7. ⊕ CHISELED CROSS
8. ⊗ AXLE
9. ⊙ "PK" NAIL
10. △ RIGHT-OF-WAY MARKER
11. (M) MEASURED
12. (R) RECORDED



**TRACT I - DESCRIPTION**

THAT PART OF M.I. THIRD SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2019-05826 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, LABELED AS AN EXISTING 45 FOOT WIDE INGRESS EGRESS EASEMENT (DONNA DRIVE), ON SAID M.I. THIRD SUBDIVISION, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 2 OF SAID M.I. THIRD SUBDIVISION, BEING A POINT ON THE EAST RIGHT OF WAY LINE OF KIMBEL LANE; THENCE NORTH 07°11'30" EAST ALONG THE WEST LINE OF SAID M.I. THIRD SUBDIVISION, ALSO BEING SAID EAST RIGHT OF WAY LINE OF SAID KIMBEL LANE, 49.24 FEET TO THE SOUTHWEST CORNER OF LOT 3 OF M.I. SUBDIVISION, AS RECORDED IN PLAT BOOK 21, PAGE 13 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY; THENCE LEAVING SAID LINE, SOUTH 59°51'51" EAST ALONG THE SOUTH LINE OF SAID LOT 3, 109.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE LEAVING SAID SOUTH LINE, NORTH 31°05'17" EAST ALONG THE EAST LINE OF SAID LOT 3, AND THE EXTENSION THEREOF, ALSO BEING THE WEST LINE OF SAID M.I. THIRD SUBDIVISION, 257.15 FEET TO THE NORTH LINE OF SAID SUBDIVISION, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF U.S. ROUTE 61, ALSO KNOWN AS JACKSON BOULEVARD; THENCE LEAVING SAID WEST LINE, SOUTH 58°58'23" EAST ALONG SAID NORTH LINE OF SAID M.I. THIRD SUBDIVISION, ALSO BEING SAID SOUTH RIGHT OF WAY LINE, 44.46 FEET TO THE NORTHWEST CORNER OF LOT 2 OF M.I. SECOND SUBDIVISION, AS RECORDED IN PLAT BOOK 24, PAGE 16 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE LEAVING SAID LINE, SOUTH 31°05'17" WEST ALONG THE WEST LINE OF SAID LOT 2, 133.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2; THENCE LEAVING SAID WEST LINE, SOUTH 58°58'22" EAST ALONG THE SOUTH LINE OF SAID LOT 2, 0.54 FEET TO THE NORTHERMOST CORNER OF LOT 2 OF SAID M.I. THIRD SUBDIVISION; THENCE LEAVING SAID SOUTH LINE, SOUTH 31°05'17" WEST ALONG THE WEST LINE OF SAID LOT 2, 169.25 FEET; THENCE NORTH 59°51'51" WEST TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 0.41 ACRES, (18,022 SQUARE FEET), MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSING AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

THIS SURVEY CREATES A NEW PARCEL FROM A TRACT DESCRIBED IN BOOK 1224, PAGE 500 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI.

STATE OF MISSOURI  
COUNTY OF CAPE GIRARDEAU  
FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2026 AND DULY

RECORDED IN DOCUMENT NUMBER \_\_\_\_\_

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

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 24TH DAY OF FEBRUARY 2026.

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

	<b>STRICKLAND ENGINEERING</b>	113 WEST MAIN STREET JACKSON, MISSOURI 63755 TEL: 573-243-4080 FAX: 573-243-2491
	CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING	

**RIGHT OF WAY DEDICATION FOR THE CITY OF JACKSON  
DONNA DRIVE  
JACKSON, MO**

SCALE	1"=60'
DATE	02-24-2026
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	26-041



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Matt Winters, City Administrator

**DATE:** April 16, 2026

**RE:** Transient Guest Tax

---

In partnership with the Jackson Area Chamber of Commerce, we are requesting that the Board of Aldermen consider placing a tourism/transient tax initiative on the August 4, 2026 ballot. The tax would be paid on all sleeping rooms paid for by transient guests of hotels and motels located within the city limits. The request would be to ask the voters to approve a 5% transient tax that would fund tourism promotion and operation of a visitor center.

**BILL NO. 26-\_\_**

**ORDINANCE NO. 26-\_\_**

**AN ORDINANCE IMPOSING A TRANSIENT GUEST TAX ON THE CHARGES FOR ALL SLEEPING ROOMS PAID BY TRANSIENT GUESTS OF HOTELS AND MOTELS AT THE RATE OF FIVE PERCENT (5%) PURSUANT TO THE AUTHORITY GRANTED BY AND SUBJECT TO THE PROVISIONS OF SECTIONS 67.1000 AND 67.1002, RSMO; AND CALLING AN ELECTION IN THE CITY OF JACKSON, MISSOURI, ON THE QUESTION OF WHETHER TO IMPOSE THE LOCAL TRANSIENT GUEST TAX; DESIGNATING THE TIME OF HOLDING THE ELECTION; AUTHORIZING AND DIRECTING THE CITY CLERK TO GIVE NOTICE OF THE ELECTION.**

**WHEREAS**, the City of Jackson, Missouri, is authorized under Section 67.1000, RSMo, to impose a tax on the charges for all sleeping rooms paid by the transient guests of hotels or motels situated in the City at the rate of five percent (5%); and

**WHEREAS**, the tax authorized by Sections 67.1000 and 67.1002, RSMo, shall be in addition to the charge for the sleeping room and in addition to any and all taxes imposed by law, shall be stated separately from all other charges and taxes, and the proceeds of such tax shall be used by the City solely for funding a convention and visitors bureau which shall be a general not-for-profit organization with whom the City has contracted and which is established for the purpose of promoting the City as a convention, visitor and tourist center; and

**WHEREAS**, the proposed City transient guest tax cannot become effective until approved at an election by the qualified voters of the City.

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

**Section 1.** Pursuant to the authority granted by, and subject to the provisions of Sections 67.1000 and 67.1002, RSMo, a transient guest tax is imposed on the charges for all sleeping rooms paid by the transient guests of hotels or motels situated in the City of Jackson, Missouri. This tax shall be in addition to the charge for the sleeping room and in addition to any and all taxes imposed

by law. The proceeds of such tax shall be used by the City solely for funding a convention and visitors bureau which shall be a general not-for-profit organization with whom the City has contracted, and which is established for the purpose of promoting the City as a convention, visitor and tourist center. Such tax shall be stated separately from all other charges and taxes.

**Section 2.** The rate of the tax shall be five percent (5%) per occupied room per night.

**Section 3.** Said transient guest tax shall become effective as provided by law upon approval thereof by a majority of the votes cast on the proposition by the qualified voters of the City voting thereon.

**Section 4.** A special election is hereby ordered to be held in the City of Jackson, Missouri, on **Tuesday, August 4, 2026**, on the following question:

**QUESTION**

Shall the City of Jackson, Missouri, levy a tax of five percent (5%) on each sleeping room occupied and rented by transient guests of hotels and motels located in the city, where the proceeds of which shall be expended for promotion of tourism or funding a convention and visitors bureau?

**Section 5.** The form of the Notice of Election for said election, a copy of which is hereby attached hereto and made a part hereof, is hereby approved.

**Section 6.** The City Clerk is hereby authorized and directed to notify the County Clerk of Cape Girardeau County, Missouri, of the passage of this ordinance no later than the date and time required by Chapter 115 of the Revised Statutes of Missouri, as amended, and to include in said notification all of the terms and provisions required by Chapter 115 of the Revised Statutes of Missouri, as amended.

**Section 7.** Within ten (10) days after the approval of this proposition by the qualified voters of the City of Jackson, Missouri, the City Clerk shall forward to the Director of Revenue of the State of Missouri, by United States registered mail or certified mail, a certified copy of this

ordinance together with certifications of the election returns and accompanied by a map of the City clearly showing the boundaries thereof.

**Section 8.** This ordinance shall take effect and be in force from and after its passage and approval.

**Section 9.** All ordinances or parts of ordinances in conflict with the provisions of the ordinances are hereby repealed to the extent of such conflict.

FIRST READING: April 20, 2026.

SECOND READING: April 20, 2026.

PASSED AND APPROVED this 20th day of April, 2026, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

ATTEST:

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

NOTICE OF ELECTION  
CITY OF JACKSON, MISSOURI

Notice is hereby given to the qualified voters of the City of Jackson, Missouri, that the Mayor and Board of Aldermen of the City of Jackson has called an election to be held in the City of Jackson on **Tuesday, August 4, 2026**, commencing at 6:00 a.m. and closing at 7:00 p.m., on the question contained in the following sample ballot:

OFFICIAL BALLOT  
SPECIAL ELECTION

CITY OF JACKSON, MISSOURI

August 4, 2026

**QUESTION**

Shall the City of Jackson, Missouri, levy a tax of five percent (5%) on each sleeping room occupied and rented by transient guests of hotels and motels located in the city, where the proceeds of which shall be expended for promotion of tourism or funding a convention and visitors bureau?

[ ] YES

[ ] NO

INSTRUCTIONS TO VOTERS: If you are in favor of the question, place an "X" in the box opposite "YES." If you are opposed to the question, place an "X" in the box opposite "NO."

The election will be held at the following polling places in the City:

<u>PRECINCT</u>	<u>POLLING PLACE</u>
_____	_____
_____	_____
_____	_____
_____	_____

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
Kara Clark-Summers, Clerk of the County Commission