



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, February 03, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of January 21, 2025.

FINANCIAL AFFAIRS

3. Motion approving the list of bills paid for the previous month.
4. Motion approving the City Collector's 2024 Annual Report.

ACTION ITEMS

Power, Light, and Water Committee

5. Motion approving Change Order No. 4, in the amount of \$7,505.17, to Robinson Industrial Heavy & Commercial Contracting, Inc. dba RIHC Contracting, of Perryville, Missouri, relative to the Jackson Water Plant Improvements – Phase 2, Project 2D.
6. Motion rejecting the proposals received on January 28, 2025, relative to the Financial & Utility Billing Migration Project.
7. Motion amending the 2024 City of Jackson Annual Budget, relative to funds exceeding their 2024 appropriations.
8. Bill proposing an Ordinance amending the 2025 City of Jackson Annual Budget.

Street, Sewer, and Cemetery Committee

9. Motion rejecting the bids received on December 19, 2024, relative to the Mowing and Trimming Services Program for the City Cemeteries.
10. Motion approving Change Order No. 1, extending the contract time by 120 days, to Byrne & Jones Construction, of St. Louis, Missouri, relative to the Lower Tennis Court Repair and Resurfacing Project.

- [11.](#) Motion approving the rental fee schedule for the Jackson Civic Center, effective February 4, 2025.
12. Motion accepting the proposal, in the amount of \$87,389.66, from S H Smith & Company, Inc., of Poplar Bluff, Missouri, relative to providing engineering services under the Jackson Middle School Crosswalk and Sidewalk Improvements Project.
- [13.](#) Bill proposing an Ordinance authorizing a contractual agreement with S H Smith & Company, Inc., relative to the Jackson Middle School Crosswalk and Sidewalk Improvements Project.
- [14.](#) Bill proposing an Ordinance approving a Memorandum of Understanding with Lori Evans, relative to the construction of a retaining wall in the Kate Street public right of way at 303 North Georgia Street.
- [15.](#) Bill proposing an Ordinance accepting the dedication of an Access and Drainage Easement Deed from Bellevue Commons, LLC, relative to the East Main Street Sidewalk Improvements Project.
- [16.](#) Bill proposing an Ordinance amending the “Crosswalks Designated Schedule” – Schedule XVI, by adding a designation on North High Street.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

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

EXECUTIVE SESSION

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

ADJOURN

Posted on 1/31/2025 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 21, 2025 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: Shana Williams, David Hitt, Eric Fraley, Katy Liley, David Reiminger, and Wanda Young. Present-6; Absent-2: Alderman Mike Seabaugh and Alderman Steve Stroder.

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 Jackey Randol and her family. They are a homeschooling family currently studying local government while also working toward earning a merit badge in scouts.

Motion to Adopt the Agenda)

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

Public Hearing to Consider the Voluntary)
 Annexation with zoning of 1.25 acres of)
 Property located on West Jackson Trail,)
 As submitted by Semo Land)
 Development, LLC)

Now comes forth a public hearing to consider the voluntary annexation with zoning of 1.25 acres of property located on West Jackson Trail, as submitted by Semo Land Development, LLC.

Now comes forth Building and Planning Manager Larry Miller to present, to the Board and public, Mr. Pike's intentions for the property.

All witnesses to be sworn in by City Clerk Angela Birk prior to their testimony at this public hearing.

No one speaks at the public hearing.

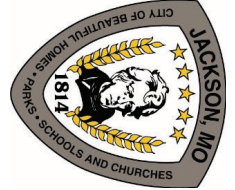
The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the Minutes of the)
 January 6, 2025, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, January 6, 2025. Ayes-6; Nays-0; Absent-2.

Motion to Approve the City Collector's)
 Electric, Water & Sewer, Taxes &)
 Licenses, and Refuse Report for)
 December, 2024)

Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for December, 2024. Ayes-6; Nays-0; Absent-2.



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 21, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

CITY COLLECTOR'S REPORT FOR DECEMBER 2024

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,176,569.21	298,901.96	236,956.46	67,144.18	-	1,779,571.81
Penalties	10,610.67	1,947.71	1,579.28	451.38	-	14,589.04
Sales Tax	33,767.75	8,721.87	-	-	-	42,489.62
Disconnect Fees	300.00	-	-	-	-	300.00
Returned Transaction Fees	420.00	-	-	-	-	420.00
Customer Relocation Fees	-	-	-	-	250.00	250.00
Trash Stickers	-	-	-	2,211.00	-	2,211.00
UTILITY COLLECTIONS	1,221,667.63	309,571.54	238,535.74	69,806.56	250.00	1,839,831.47
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,221,667.63	309,571.54	238,535.74	69,806.56	250.00	1,839,831.47
Business/Contractor Licenses	-	-	-	-	11,727.50	11,727.50
Event Fees/Misc Charges	30.00	-	-	-	-	30.00
NON-UTILITY COLLECTIONS	30.00	-	-	-	11,727.50	11,757.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	858.20
Cash in bank	-	-	-	-	-	1,852,447.17
Missouri Sales Tax payment	(33,767.75)	(8,721.87)	-	-	-	(42,489.62)
TO CITY TREASURER					\$	1,809,957.55

Respectfully Submitted,

City Collector



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 21, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve the December, 2024)
City Clerk's and Treasurer's Reports)

Motion made by Alderwoman Young, seconded by Alderman Reiminger, to approve the City Clerk's and Treasurer's Reports for December, 2024. Ayes-6; Nays-0; Absent-2.

CITY TREASURER'S REPORT FOR DECEMBER 2024

FUND	FUND BALANCES 12-01-2024	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 12-31-2024	INVESTMENTS	CASH BALANCE 12-31-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,222,146.99	(71,045.54)	1,151,101.45	-	-	-
Electric Surplus Fund	4,029,670.96	-	47,232.94	8,083.70	4,068,820.20	1,155,000.00	2,913,820.20
Electric Capital Projects Fund	3,437,557.80	-	-	-	3,437,557.80	3,430,000.00	7,557.80
WATER & SEWER FUNDS							
Water Operation & Maint.	-	303,813.85	(200,659.58)	103,154.27	-	-	-
Water & Sewer Revenue Bond Fund	157,195.00	-	-	127,969.26	29,225.74	-	29,225.74
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	11,770,440.46	-	351,410.01	24,021.15	12,097,829.32	9,467,000.00	2,630,829.32
Water Replacement Fund	798,661.50	-	-	-	798,661.50	725,000.00	73,661.50
Wastewater Operation & Maint.	-	238,642.28	(171,699.15)	66,943.13	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23	902,000.00	160,497.23
W & S Construction Fund	3,254,557.39	-	-	5,556.25	3,249,001.14	2,250,000.00	999,001.14
General Revenue Fund	970,736.08	1,141,526.41	412,202.28	614,610.55	1,909,854.22	965,000.00	944,854.22
Landfill Fund	741,015.42	78,107.08	(7,106.77)	47,766.43	764,249.30	610,000.00	154,249.30
Cemetery Fund	988,045.94	147,084.65	(4,988.99)	114,338.75	1,015,802.85	870,000.00	145,802.85
City Park Fund	17,558.20	232,655.66	(5,429.57)	35,469.61	209,314.68	-	209,314.68
Public Park Foundation Fund	130,934.77	85,150.00	-	610.00	215,474.77	130,000.00	85,474.77
Recreational Development Fund	40,332.34	6,635.00	-	3,590.24	43,377.10	-	43,377.10
Band Fund	-	142,159.65	-	106,963.65	35,196.00	-	35,196.00
ARPA Fund	1,365,712.79	-	-	61,780.54	1,303,932.25	1,295,000.00	8,932.25
Road Use Tax Fund	1,163,166.03	77,351.80	-	297,967.99	942,549.84	754,000.00	188,549.84
Stormwater Maintenance Fund	311,845.20	45.64	-	-	311,890.84	268,000.00	43,890.84
Trust and Agency Fund	822,535.30	51,179.00	9,936.99	41,593.54	842,057.75	798,000.00	44,057.75
Health Insurance Fund	1,255,165.23	16,229.45	150,054.79	179,745.95	1,241,703.52	1,045,000.00	196,703.52
Inmate Security Fund	17,651.12	98.00	-	-	17,749.12	-	17,749.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	1,043,739.37	265,124.03	-	835.84	1,308,027.56	820,000.00	488,027.56
Transportation Capital Projects Fund	624,413.52	-	-	-	624,413.52	-	624,413.52
Sales Tax Fund	2,197,784.15	198,535.16	-	36,999.78	2,359,319.53	1,955,833.83	403,485.70
Recreation Sales Tax Fund	328,172.56	69,313.08	(807.07)	34,406.96	362,271.61	50,000.00	312,271.61
Public Safety Sales Tax Fund	242,609.00	97,714.59	(339,323.59)	-	1,000.00	-	1,000.00
Fire Protection Sales Tax Fund	124,214.94	48,894.81	(169,776.75)	-	3,333.00	-	3,333.00
Capital Projects Construction Fund	2,817,466.39	-	-	264,784.06	2,552,682.33	2,510,000.00	42,682.33
Economic Dev. Reserve Fund	931,369.03	-	-	-	931,369.03	850,000.00	81,369.03
CDBG Grant Fund	72,662.00	207,062.00	-	218,978.25	60,745.75	-	60,745.75
I-55 Corridor Special Alloc. Fund	2,317.69	-	-	-	2,317.69	-	2,317.69
TOTALS	40,833,644.48	4,629,469.13	-	3,547,271.35	41,915,842.26	30,959,833.82	10,956,008.44
Respectfully Submitted,					Cash on Hand		1,475.00
<i>Angela Birk</i>					General Account		9,140,958.82
Angela Birk, City Clerk/Treasurer					Collectors Account		1,809,957.55
					Equitable Sharing Fund		3,617.07
					TOTAL		10,956,008.44



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
 Tuesday, January 21, 2025 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

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

<u>ELECTRIC</u>	25,158.83
<u>WATER</u>	1,035.00
<u>WASTEWATER</u>	0.00
<u>GENERAL REVENUE</u>	20,826.37
<u>LANDFILL</u>	8,267.07
<u>CEMETERY</u>	4,925.00
<u>PARK</u>	1,637.50
<u>PARK FOUNDATION</u>	85,150.00
<u>RECREATIONAL DEVELOPMENT</u>	6,635.00
<u>STORMWATER MAINTENANCE FUND</u>	45.64
<u>TRUST & AGENCY</u>	0.00
<u>HEALTH INSURANCE FUND</u>	2,081.45
<u>INMATE SECURITY FUND</u>	0.00
<u>TRANSPORTATION SALES TAX</u>	1,029.75
<u>RECREATIONAL SALES TAX FUND</u>	12,628.26
<u>CDBG</u>	207,062.00
<u>REPORT TOTAL</u>	<u>376,481.87</u>

Water & Light Deposit Accounts
 DECEMBER, 2024

Beginning Balance December 1, 2024:	\$266,707.77
TOTAL DEPOSITS	\$10,783.40
TOTAL REFUNDS	\$11,653.40
Ending Balance December 31, 2024:	\$265,837.77

<i>Balance Consists of :</i>	
Checking Account for US Bank	\$55,837.77
Investments	\$210,000.00
	<u>\$265,837.77</u>



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 21, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve the Semi-Annual
Financial Statement Ending December
31, 2024)
)
)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to approve the
Semi-Annual Financial Statement ending December 31, 2024. Ayes-6; Nays-0; Absent-2.

CITY OF JACKSON, MISSOURI - SEMI-ANNUAL FINANCIAL STATEMENT FOR THE PERIOD OF JULY 1, 2024, TO DECEMBER 31, 2024					
	FUND BALANCES 07-01-2024	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 12-31-2024
ELECTRIC FUNDS					
Operation & Maintenance	-	9,120,549.00	(1,994,667.60)	7,125,881.40	-
Electric Surplus Fund	2,386,829.01	-	1,861,272.44	179,281.25	4,068,820.20
Electric Capital Projects Fund	3,973,114.18	-	-	535,556.38	3,437,557.80
WATER & SEWER FUNDS					
Water Operation & Maintenance	-	2,025,609.07	(1,415,495.90)	610,113.17	-
Water & Sewer Revenue Bond Fund	-	-	378,841.05	349,615.31	29,225.74
Water & Sewer Deprec. Reserve Fund	30,000.00	-	-	-	30,000.00
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00
Water & Sewer Surplus Fund	10,154,646.12	220,564.63	1,945,583.82	222,965.25	12,097,829.32
Water Replacement Fund	777,600.98	-	21,060.52	-	798,661.50
Wastewater Operation & Maint.	-	1,461,152.53	(1,068,663.63)	392,488.90	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23
Water & Sewer Construction Fund	3,893,216.70	2,995.77	-	647,211.33	3,249,001.14
General Revenue Fund	3,924,517.10	1,503,261.87	424,623.33	3,942,548.08	1,909,854.22
Landfill Fund	653,884.65	461,809.43	(40,340.84)	311,103.94	764,249.30
Cemetery Fund	1,047,674.04	193,737.49	(31,665.62)	193,943.06	1,015,802.85
City Park Fund	261,656.84	248,987.93	(37,456.64)	263,873.45	209,314.68
Public Park Foundation Fund	280,933.14	101,086.00	-	166,544.37	215,474.77
Recreational Development Fund	122,276.68	80,923.02	(52.99)	159,769.61	43,377.10
Band Fund	-	145,187.49	-	109,991.49	35,196.00
ARPA Fund	1,730,399.54	52,698.55	(20,652.31)	458,513.53	1,303,932.25
Road Use Fund	818,491.43	451,536.38	-	327,477.97	942,549.84
Stormwater Maintenance Fund	297,250.16	14,654.44	-	13.76	311,890.84
Trust and Agency Fund	855,502.82	192,889.67	102,136.97	308,471.71	842,057.75
Health Insurance Fund	1,356,918.69	143,670.97	896,358.84	1,155,244.98	1,241,703.52
Inmate Security Fund	17,109.12	640.00	-	-	17,749.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07
Transportation Sales Tax Fund	605,054.94	922,724.43	-	219,751.81	1,308,027.56
Transportation Capital Projects Fund	641,384.53	24,383.45	-	41,354.46	624,413.52
Sales Tax Fund	1,141,826.23	1,567,145.33	94,561.01	444,213.04	2,359,319.53
Recreation Sales Tax Fund	112,875.22	442,135.90	(4,940.09)	187,799.42	362,271.61
Public Safety Sales Tax Fund	1,000.00	740,196.86	(740,196.86)	-	1,000.00
Fire Protection Sales Tax Fund	3,333.00	370,305.50	(370,305.50)	-	3,333.00
Capital Projects Construction Fund	3,617,877.69	89,495.88	-	1,154,691.24	2,552,682.33
Economic Development Reserve Fund	886,598.78	44,770.25	-	-	931,369.03
CDBG Grant Fund	77,356.53	207,062.00	-	223,672.78	60,745.75
I-55 Corridor Special Allocation Fund	2,317.69	-	-	-	2,317.69
	40,817,760.11	20,830,173.84	(0.00)	19,732,091.69	41,915,842.26
OUTSTANDING INDEBTEDNESS:					
Waterworks & Sewerage-2016	2,170,000.00		Cash on Hand		1,475.00
Lease/Purchase Series 2015	100,000.00		General Account		40,100,792.64
Waterworks & Sewerage-COPS 2013	470,000.00		Collector's Account		1,809,957.55
Waterworks & Sewerage-2019	2,705,000.00		Equitable Sharing Fund		3,617.07
Waterworks & Sewerage-2023	3,340,000.00				
	8,785,000.00		TOTAL		41,915,842.26

I, Angela Birk, City Clerk and Treasurer of the City of Jackson, Missouri, do hereby certify that the above statement of receipts and disbursements of the various funds of the said City of Jackson, Missouri, for the six month period ending December 31, 2024, and the financial conditions thereof on said date are true and correct as shown by the records of said City.

IN WITNESS THEREOF, I have unto set my hand affixed the seal of the City of Jackson, Missouri, this 21st day of January, 2025. Respectfully submitted, Angela Birk, City Clerk/Treasurer

Angela Birk



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 21, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Extend a Contractual)
 Agreement with Flock Group, Inc., of)
 Atlanta, Georgia, relative to Flock license)
 Plate readers for the Police Department)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to extend a contractual agreement with Flock Group, Inc., of Atlanta, Georgia, for two years, per existing contract terms, relative to Flock license plate readers for the Police Department. Ayes-6; Nays-0; Absent-2.

Ordinance No. 25-05 Re: To Amend)
 Chapter 13 of the Code of Ordinances,)
 Relative to Franchise Fees)

The matter of amending Chapter 13 of the Code of Ordinances, relative to Franchise Fees, came on for consideration. Alderman Reiminger introduced Bill No. 25-05, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING CHAPTER 13, ARTICLE I, SECTION 13-3, OF THE
 CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE
 TO FRANCHISE FEES; AND REPEALING ALL ORDINANCES IN CONFLICT
 THEREWITH.**

On a motion made by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-05 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. 25-05 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. 25-05 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Seabaugh-absent; Alderwoman Williams-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderwoman Liley-aye; and Alderman Stroder-absent.

BILL NO. 25-05

ORDINANCE NO. 25-05

**AN ORDINANCE AMENDING CHAPTER 13, ARTICLE I, SECTION 13-3, OF THE
 CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE
 TO FRANCHISE FEES; AND REPEALING ALL ORDINANCES IN CONFLICT
 THEREWITH.**

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

Section 1. That Chapter 13, Article I, Section 13-3, of the Code of Ordinances of the City of Jackson, Missouri is hereby **amended** to read as follows:

"Sec. 13-3. Franchise fee.

Pursuant to section 67.2689 of the Revised Statutes of Missouri, and as partial compensation for use of the city's public rights-of-way, each video service provider or other person providing cable services or video services within the city shall pay to the city a fee representing a



CITY OF JACKSON
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Tuesday, January 21, 2025 at 6:00 PM
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MINUTES

percentage of the gross revenues from such video service provider in the geographic area of the city, as follows:

- a) beginning August 28, 2024, four (4) percent;
- b) beginning August 28, 2025, three and one-half (3 ½) percent;
- c) beginning August 28, 2026, three (3) percent;
- d) beginning August 28, 2027, and continuing thereafter, two and one-half (2 ½) percent.

Such payment shall be made as required by section 67.2689 of the Revised Statutes of Missouri. The city shall have the right to audit any video service provider as authorized by section 67.2691 of the Revised Statutes of Missouri. Late payments shall accrue interest due to the city compounded monthly at one and one-half (1½) percent or such other maximum rate as may be established by law."

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

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

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

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

FIRST READING: January 21, 2025.

SECOND READING: January 21, 2025.

PASSED AND APPROVED this 21st day of January, 2025, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 21, 2025 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

Angela Birk (signed)
 City Clerk

Ordinance No. 25-06 Re: To Amend)
 Chapter 59 of the Code of Ordinances,)
 Relative to Recreation, Public Safety,)
 And Fire Protection Sales Taxes)

The matter of amending Chapter 59 of the Code of Ordinances, relative to Recreation, Public Safety, and Fire Protection Sales Taxes, came on for consideration. Alderman Reiminger introduced Bill No. 25-06, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING CHAPTER 59, ARTICLE VI OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO SALES TAX; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion made by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-06 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. 25-06 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. 25-06 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Hitt-aye; Alderman Seabaugh-absent; Alderwoman Williams-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Fraley-aye; and Alderman Stroder-absent.

BILL NO. 25-06

ORDINANCE NO. 25-06

AN ORDINANCE AMENDING CHAPTER 59, ARTICLE VI OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO SALES TAX; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 59, Article VI, Section 59-153, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **added** to read as follows:

“Sec. 59-153. Fire protection sales tax—Imposition.

(a) Pursuant to the authority granted by this state and the citizens of this city, there is hereby imposed a tax for fire protection purposes on all sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail to the extent and in the manner provided by state law. The rate of tax shall be one-quarter (1/4) of one (1) percent on the receipts from sale at retail of all tangible personal property or taxable services at retail within the limits of the city. Said tax shall be collected pursuant to Missouri law as made and provided.



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(b) All money received by the city as a result of the imposition of this fire protection sales tax shall be deposited in a special fund to be known as the fire protection sales tax fund. All monies in said fund shall be appropriated and disbursed only for fire protection purposes as prescribed by applicable state law.”

Section 2. That Chapter 59, Article VI, Section 59-154, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **added** to read as follows:

“Sec. 59-154. Park improvements and operations sales tax—Imposition.

(a) Pursuant to the authority granted by this state and the citizens of this city, there is hereby imposed a tax for park improvements and operations purposes on all sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail to the extent and in the manner provided by state law. The rate of tax shall be one-quarter (1/4) of one (1) percent on the receipts from sale at retail of all tangible personal property or taxable services at retail within the limits of the city. Said tax shall be collected pursuant to Missouri law as made and provided.

(b) All money received by the city as a result of the imposition of this park improvements and operations sales tax shall be deposited in a special fund to be known as the park improvements and operations sales tax fund. All monies in said fund shall be appropriated and disbursed only for the purpose of funding the operation and maintenance of the donated community center building and funding other local park improvements and operations purposes as prescribed by applicable state law.”

Section 3. That Chapter 59, Article VI, Section 59-155, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **added** to read as follows:

“Sec. 59-155. Public safety sales tax—Imposition.

(a) Pursuant to the authority granted by this state and the citizens of this city, there is hereby imposed a tax for public safety purposes on all sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail to the extent and in the manner provided by state law. The rate of tax shall be one-half (½) of one (1) percent on the receipts



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from sale at retail of all tangible personal property or taxable services at retail within the limits of the city. Said tax shall be collected pursuant to Missouri law as made and provided.

(b) All money received by the city as a result of the imposition of this public safety sales tax shall be deposited in a special fund to be known as the public safety sales tax fund. All monies in said fund shall be appropriated and disbursed only for public safety purposes as prescribed by applicable state law.”

Section 4. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

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

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

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: January 21, 2025.

SECOND READING: January 21, 2025.

PASSED AND APPROVED this 21st day of January, 2025, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

Angela Birk (signed)
City Clerk

By: Dwain L. Hahs (signed)
Mayor

Ordinance No. 25-07 Re: To Approve)
an Addendum renewing a Master)
Services Agreement with Burns &)
McDonnell Engineering Company, Inc.,)
Of Kansas City, Missouri, relative to)
Providing engineering services)



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The matter of approving an Addendum renewing a Master Services Agreement with Burns & McDonnell Engineering Company, Inc., of Kansas City, Missouri, relative to providing engineering services, came on for consideration. Alderman Reiminger introduced Bill No. 25-07, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ADDENDUM RENEWING A MASTER SERVICES AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *BURNS & MCDONNELL ENGINEERING COMPANY, INC., OF KANSAS CITY, MISSOURI*, RELATIVE TO *PROVIDING ENGINEERING SERVICES*; 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 Alderwoman Williams, Bill No. 25-07 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. 25-07 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. 25-07 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Hitt-aye; Alderman Seabaugh-absent; Alderwoman Williams-aye; Alderwoman Young-aye; Alderman Reiminger-aye; and Alderman Stroder-absent.

BILL NO. 25-07

ORDINANCE NO. 25-07

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ADDENDUM RENEWING A MASTER SERVICES AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *BURNS & MCDONNELL ENGINEERING COMPANY, INC., OF KANSAS CITY, MISSOURI*, RELATIVE TO *PROVIDING ENGINEERING SERVICES*; 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 addendum to a master services agreement, hereinafter referred to as “addendum” 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 addendum.

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 addendum attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Burns & McDonnell Engineering Company Inc., of Kansas City, 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 addendum.



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trimming event in the Football Park; \$625.00 per mowing and trimming event in Litz Park; and \$775.00 per mowing and trimming event at Jackson Civic Center and City Sites, relative to the Mowing and Trimming Services Program. Ayes-6; Nays-0; Absent-2.

Ordinance No. 25-08 Re: To Authorize)
 A contractual agreement with Rockhill)
 And Sons, relative to the Mowing and)
 Trimming Services Program)

The matter of authorizing a contractual agreement with Rockhill and Sons, of Jackson, Missouri, relative to the Mowing and Trimming Services Program, came on for consideration. Alderwoman Liley introduced Bill No. 25-08, 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 ROCKHILL & SONS, OF JACKSON, MISSOURI, RELATIVE TO THE MOWING AND TRIMMING SERVICES PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-08 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-08 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. 25-08 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderwoman Liley-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderman Fraley-aye; Alderman Seabaugh-absent; Alderman Stroder- absent; and Alderwoman Williams-aye.

BILL NO. 25-08

ORDINANCE NO. 25-08

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND ROCKHILL & SONS, OF JACKSON, MISSOURI, RELATIVE TO THE MOWING AND TRIMMING SERVICES 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 **Rockhill & Sons, of Jackson, Missouri**. It is the belief of



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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: January 21, 2025.

SECOND READING: January 21, 2025.

PASSED AND APPROVED this 21st day of January, 2025, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Resolution No. 2025-01 a Resolution to)
 Accept an application for the voluntary)
 Annexation with zoning of 1.08 acres of)
 property located on Fraser Ridge in)
 Terrace Above the Greens Subdivision,)
 And setting a public hearing for Tuesday)
 February 18, 2025, at 6:00 p.m., as)
 Submitted by MHRR LLC)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept an application for voluntary annexation with zoning of 1.08 acres of property located on Fraser Ridge in Terrace Above the Greens Subdivision, and setting a public hearing for Tuesday, February 18, 2025, at 6:00 p.m., as submitted by MHRR LLC. Ayes-6; Nays-0; Absent-2.



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MINUTES

RESOLUTION NO. 2025-01

RESOLUTION

A RESOLUTION RELATIVE TO VOLUNTARY ANNEXATION WITH ZONING
 UNDER THE PROVISIONS OF SECTION 58-12

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have received a petition for voluntary annexation with zoning filed under the provisions of the City of Jackson, Missouri, Municipal Code Section 58-12; and,

WHEREAS, the voluntary annexation with zoning is for an area sought to be annexed by the City of Jackson, Missouri; and,

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interests of the citizens of the City of Jackson, Missouri, to proceed with the annexation and zoning of said parcel of real estate.

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

Section 1. That there has been presented on the 21st day of January, 2025, to the Board of Aldermen of the City of Jackson, Missouri, a verified petition for annexation with zoning, signed by the owners of all fee interests of record, to-wit: MHRR, LLC, in the tract of real property located within the area described in said petition, which area is proposed to be annexed to the City of Jackson, Missouri, and which petition requests the annexation of such area into the city limits of the City of Jackson, Missouri; a copy of said petition is attached hereto and made a part hereof by reference as Exhibit A.

Section 2. No part of said real property sought to be annexed by the petition attached hereto is included in any incorporated municipality.

Section 3. That the real property described in the annexation petition attached hereto is contiguous to the existing corporate limits of the City of Jackson, Missouri.

Section 4. That, in accordance with the provisions of Section 58-12, a public hearing shall be held concerning this matter on the 18th day of February, 2025, at 6:00 p.m. at the City Hall in the City of Jackson, Missouri.



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Section 5. That the City Clerk is hereby authorized and directed to cause a notice of such hearing to be published at least seven days prior to the date of the hearing in a newspaper of general circulation in Cape Girardeau County, Missouri, which is qualified to publish legal matters.

PASSED by the Board of Aldermen of the City of Jackson, Missouri, this 21st day of January, 2025, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-09 Re: To Approve)
 The Amended Plat of East Main)
 Crossroads Commercial Subdivision, as)
 Submitted by Michael K. and Linda J.)
 Haynes)

The matter of approving the Amended Plat of East Main Crossroads Commercial Subdivision, as submitted by Michael K. and Linda J. Haynes, came on for consideration. Alderwoman Liley introduced Bill No. 25-09, being for an ordinance entitled as follows:

**AN ORDINANCE ACCEPTING THE AMENDED PLAT OF EAST MAIN
 CROSSROADS COMMERCIAL SUBDIVISION; AND REPEALING ALL
 ORDINANCES IN CONFLICT THEREWITH.**

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-09 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-09 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. 25-09 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderwoman Liley-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-absent; Alderman Stroder-absent; Alderwoman Young-aye; and Alderman Fraley-aye.

BILL NO. 25-09

ORDINANCE NO. 25-09

**AN ORDINANCE ACCEPTING THE AMENDED PLAT OF EAST MAIN
 CROSSROADS COMMERCIAL SUBDIVISION; AND REPEALING ALL
 ORDINANCES IN CONFLICT THEREWITH.**

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

WHEREAS, the plat of East Main Crossroads Commercial Subdivision was accepted by Ordinance No. 24-59 on July 15, 2024; and



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WHEREAS, the plat of East Main Crossroads Commercial Subdivision omitted a twenty (20) foot sewer and utility easement, and Koehler Professional Engineers & Land Surveyors has provided an amended plat with the easement included; and

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

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

Section 1. The Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the amended plat of East Main Crossroads Commercial Subdivision, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein.

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

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

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

FIRST READING: January 21, 2025.

SECOND READING: January 21, 2025.

PASSED AND APPROVED this 21st day of January, 2025, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Ordinance No. 25-10 Re: To Approve a)
 Lease Agreement with the Missouri)
 Highways and Transportation)
 Commission, relative to construction of)



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Phase One of a Public Parking Lot on)
 North High Street)

The matter of approving a Lease Agreement with the Missouri Highways and Transportation Commission, relative to construction of Phase One of a Public Parking Lot on North High Street, came on for consideration. Alderwoman Liley introduced Bill No. 25-10, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, RELATIVE TO CONSTRUCTION OF PHASE ONE OF A PUBLIC PARKING LOT ON NORTH HIGH STREET, FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-10 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-10 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. 25-10 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Stroder- absent; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Fraley-aye; Alderwoman Liley-aye; Alderman Seabaugh- absent; and Alderwoman Williams-aye.

BILL NO. 25-10

ORDINANCE NO. 25-10

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, RELATIVE TO CONSTRUCTION OF PHASE ONE OF A PUBLIC PARKING LOT ON NORTH HIGH STREET, 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 lease 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 lease 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 lease agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Missouri Highways and Transportation Commission.**



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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 lease agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said lease 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 lease 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: January 21, 2025.

SECOND READING: January 21, 2025.

PASSED AND APPROVED this 21st day of January, 2025, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Penzel Construction Company, Inc.)
 CEO Phil Penzel to give an update on)
 The progress of the US 61 bridge)

Now comes forth Penzel Construction Company, Inc. CEO Phil Penzel to give an update on the progress of the US 61 improvements and bridge replacement.

City Administrator Matthew Winters to)
 Make Available a Copy of the Missouri)
 Public Utility Alliance (MPUA) Board of)
 Directors, MEC & RSC Committee)
 Meetings, Dated September 27, 2024)



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Now comes forth City Administrator Matthew Winters to make available a copy, to the Mayor and Board of Aldermen, of the Missouri Public Utility Alliance (MPUA) Board of Directors, MEC & RSC Committee Meetings, dated September 27, 2024, upon their request.

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 litigation in accordance with Section 610.021(1) RSMo, three items, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2) RSMo and three items, relative to contracts in accordance with Section 610.021(12) and Section 610.021(3) RSMo.

Motion to Recess the Meeting to Study)
 Session)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:39 P.M., to convene to the Study Session. Ayes-6; Nays-0; Absent-2.

 Returned to Open Session at 6:49 P.M., from Study Session.

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

Meeting concluded at 6:49 P.M. On a motion by Alderwoman Liley, seconded by Alderwoman Williams, it is ordered that the Board now convene to proceed into closed session for one item, relative to litigation in accordance with Section 610.021(1) RSMo, three items, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2) RSMo and three items, relative to contracts in accordance with Section 610.021(12) and Section 610.021(3) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Hitt-aye; Alderwoman Young-aye; Alderman Seabaugh- absent; Alderman Stroder-absent; Alderwoman Williams-aye; Alderwoman Reiminger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-6; Nays-0; Absent-2.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR 2024

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	16,213,511.88	3,442,735.47	2,745,310.96	785,790.75		23,187,349.06
Penalties	81,704.29	19,078.40	15,348.50	4,092.13		120,223.32
Sales Tax	461,024.35	99,483.99				560,508.34
Disconnect Fees	19,150.00					19,150.00
Returned Transaction Fees	4,590.00					4,590.00
Customer Relocation Fees					2,900.00	2,900.00
Trash Stickers				20,746.00		20,746.00
UTILITY COLLECTIONS	16,779,980.52	3,561,297.86	2,760,659.46	810,628.88	2,900.00	23,915,466.72
Adjustments - Penalties	(38,342.03)	(2,159.02)	(396.70)			(40,897.75)
Adjustments - Taxes						-
Adjustments - Service Fees						-
NET UTILITY COLLECTIONS	16,741,638.49	3,559,138.84	2,760,262.76	810,628.88	2,900.00	23,874,568.97
Business/Contractor Licenses					36,000.00	36,000.00
Event Fees/Misc. Charges	2,055.00					2,055.00
NON-UTILITY COLLECTIONS	2,055.00	-	-	-	36,000.00	38,055.00
Misc. Adjustments						-
Interest on Collector's bank account						13,181.27
Cash in bank						23,925,805.24
Missouri Sales Tax payment	(461,024.35)	(99,483.99)				(560,508.34)
TO CITY TREASURER					\$	23,365,296.90

Respectfully Submitted,



City Collector



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: January 29, 2025

RE: Change Order 4 – Water Facility Plan Implementation Project Phase 2,
Project 2D (Water Plant Improvements)

Attached is Change Order 4 for the Water Plant Improvements. The contractor is currently completing final punch list items for this contract. The three items of work included in this change order have already been completed under change directives due to their relatively minor impact on the overall contract cost and the necessity of moving the work forward at the time each issue was discovered.

As always, if you have questions, please contact me at 573-243-2300 x 2031 or jsanders@jacksonmo.org.

CHANGE ORDER NO.: 04

Owner: City of Jackson, Missouri
 Engineer: Horner & Shifrin, Inc. Engineer's Project No.: 2103602
 Contractor: RIHC Contracting
 Project: Jackson Water Plan Improvements Project, Phase 2, Project 2D

Date Issued: January 29, 2025 Effective Date of Change Order: January 29, 2025

The Contract is modified as follows upon execution of this Change Order No. 04 **CO 04 REV 00**

Description: See attached Table No.01

- 1.) WTP No.2 Doorway Lintel Replacement and Rehabilitation. Remove and replace three (3) ex. door lintels on the main level of WTP No.2 and rehabilitate one (1) ex. door lintel at the lower level of WTP No.2. Refer to RFI_008_REV_00, attached, for further information. Refer to Contractor's Change Request COR_003, attached, for pricing of additional Scope.
- 2.) RFI #12 - Repair existing opening in existing exterior masonry wall of new Fluoride Room at WTP No.2 with clay masonry units (bricks) to match existing exterior building finish. Refer to Contractor's Change Request COR_004, attached, for pricing of additional Scope.
- 3.) Extra electrical work, related to SCADA, agreed upon on-site w/ Janet during WTP#2 substantial completion startup on T&M basis. Conduit installation to accommodate the existing SCADA wiring in the lower level, and recabling of SCADA cables from the chlorine room to the SCADA panel. Refer to Contractor's Change Order COR_009, attached for pricing of additional scope.

The total of the Contractor's Contract Price adjustment for the above-stated Work results in a total Contract Price ADDER. See TABLE 01, attached, for further detail.

Attachments:

- 1.) Table No. 01 – Description of Change Order No. 04 REV_00
- 2.) Request for Proposal No. 08 REV_00
 - a. Contractor's Change Order COR_003
- 3.) Request for Proposal No. 12 REV_00
 - a. Contractor's Change Order COR_004
- 4.) Contractor's Change Order COR_009

(Continued on following page)

Change in Contract Times
[State Contract Times as either a specific date or a number of days]

Change in Contract Price	
Original Contract Price:	Original Contract Times:
\$ <u>1,269,000.00</u>	Substantial Completion: <u>February 18, 2024</u>
	Ready for final payment: <u>March 19, 2024</u>
Increase from previously approved Change Orders No.01, No. 02 and No. 03	Increase [days] from previously approved Change Orders No.02
\$ <u>\$15,121.85</u>	Substantial Completion: <u>277 days</u>
	Ready for final payment: <u>277 days</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ <u>1,284,121.85</u>	Substantial Completion: <u>November 21, 2024</u>
	Ready for final payment: <u>December 21, 2024</u>
Increase this Change Order:	No Change [days] this Change Order:
\$ <u>\$7,505.17</u>	Substantial Completion: <u>0 days</u>
	Ready for final payment: <u>0 days</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>1,291,627.02</u>	Substantial Completion: <u>November 21, 2024</u>
	Ready for final payment: <u>December 21, 2024</u>

Recommended by Engineer (if required)

Authorized by Owner

By: Lisa Fennewald, P.E. _____

Title: Senior Project Manager, H&S Mayor, City of Jackson

Date: January 29, 2025 _____

Accepted by Contactor _____

By: _____

Title: _____

Date: _____

Table No. 1 - Description of Change Order No. 04 REV 00

**Jackson Water Plant Improvements, Phase 2, Project 2D
City of Jackson, Missouri**

Item No.	Description	Attached Reference Exhibit	Increase (Decrease) in Contract Price	Increase (Decrease) in Contract Time	Explanation/Comments
1	WTP#2 - Lintel replacement and repairs	RFP_08_REV_00; G.C. COR #003	\$4,202.08	0 DAYS	WTP No.2 Doorway Lintel Replacement and Rehabilitation. Remove and replace three (3) ex. door lintels on the main level of WTP No.2 and rehabilitate one (1) ex. door lintel at the lower level of WTP No.2. Refer to RFI_008_REV_00, attached, for further information.
2	WTP#2 - Repair existing masonry wall opening of new Flouride Room	RFI_012_REV_00; G.C. COR #004	\$892.50	0 DAYS	Repair existing opening in existing exterior masonry wall of new Fluoride Room at WTP No.2 with clay masonry units (bricks) to match existing exterior building finish. Refer to Contractor's Change Request CR_004, attached, for pricing of additional Scope
4	WTP#2 - Extra electrical work related to SCADA	G.C. COR #009	\$2,410.59	0 DAYS	Extra electrical work, related to SCADA, agreed upon on-site w/ Janet during WTP#2 substantial completion startup on T&M basis. Conduit installation to accommodate the existing SCADA wiring in the lower level, and recabling of SCADA cables from the chlorine room to the SCADA panel.
	TOTAL [Increase, (Decrease)]		\$7,505.17	0 DAYS	



RIHC Contracting
 2411 Walters Lane
 Perryville, Missouri 63775
 P: (573) 605-0500

Project: 53-616 City of Jackson-Jackson, MO-Water Plant Improvements Ph 2
 420 Florence Drive
 Jackson, Missouri 63755

RFI #8: Lintel Replacement

Status	Open		
To	Chad Brenton (Horner & Shifrin) Spencer Fitzgerald (Horner & Shifrin)	From	Susan Verseman (RIHC Contracting)
Date Initiated	Jun 29, 2023	Due Date	Jul 2, 2023
Location		Project Stage	
Cost Impact		Schedule Impact	
Spec Section		Cost Code	
Drawing Number	S5	Reference	
Linked Drawings			
Received From	Scott Brown (RIHC Contracting)	Sub Job	
Copies To	Lisa Fennewald (Horner & Shifrin)		

Activity

Question

Question from Susan Verseman RIHC Contracting on Thursday, Jun 29, 2023 at 06:25 PM CDT

We noticed the lintels are only called out to be replaced on three of the door/window replacements. There are four additional exterior doors that get replaced, three singles and a double, in which the plans do not indicate to replace the lintels. After inspecting these at the site on a recent visit, we noticed there is some considerable rust on the ones that are to remain.

I have attached pictures of some of these lintels, one is even pieced together from two separate pieces. It appears that some flashing was installed recently to conceal some of the rusted lintels. Should the replacement of all lintels with door replacements be considered?

Attachments

[Double Door-East \(Zoomed In\).png](#), [Double Door-East.png](#), [South 4' Wide Door.png](#), [South 4' Wide Door.png](#)

Awaiting an Official Response

All Replies

Response from Spencer Fitzgerald Horner & Shifrin on Tuesday, Jul 11, 2023 at 04:49 PM CDT

Horner & Shifrin will issue an RFP to solicit pricing to add the removal and replacement of the existing four (4) steel lintels to the current Contract Scope. RFP to follow. Do not proceed with cleaning of ex. lintels until Owner has either accepted or rejected the RFP response. (SJF, H&S, 07/11/2023)

Response from Chad Brenton Horner & Shifrin on Tuesday, Jul 11, 2023 at 02:24 PM CDT

If the steel lintels have a significant material loss, as in more than just surface rust that could be cleaned off, then they should be replaced. After further inspection of these photos, it does look like the double door lintel does need to be replaced.

If the other door lintels cannot be sufficiently cleaned of rust and repainted, then they should be replaced as well.

Also, the lintels need to be continuous so the one that is two separate pieces should be replaced with a continuous member.

Robinson Industrial, Heavy & Comm

2411 Walters Lane
 Perryville, MO 63775
 Ph : 573-605-0500

Change Request

To: Spencer Fitzgerald
 Horner & Shifrin, Inc
 401 S 18th Street
 Suite 400
 St. Louis, MO 63103-2296
 Ph: (314)531-4321 Fax: (314)531-6966

Number: 003
Date: 8/31/23
Job: 53-616 Jackson-Jackson,MO-Water Plant
Phone:

Description: WTP #2 Doorway Lintel Replacment per RFP -3

We are pleased to offer the following specifications and pricing to make the following changes:

The removal and replacement of lintels in three additional doorways and the repair of one existing lintel in place per RFP 3. The lintel repair includes removing the rust and then painting the existing lintel per the specifications.

(3 EA) Linetel Replacements - \$3,677.08
 (1 EA) Lintel Repair - \$525.00

The total amount to provide this work is \$4,202.08

If you have any questions, please contact me at (573)517-5111 .

Submitted by: Susan Verseman
 Robinson Mechanical Contr Inc

Approved by: _____
 Date: _____



RIHC Contracting
 2411 Walters Lane
 Perryville, Missouri 63775
 P: (573) 605-0500

Project: 53-616 City of Jackson-Jackson, MO-Water Plant Improvements Ph 2
 420 Florence Drive
 Jackson, Missouri 63755

RFI #12: Wall Opening in New Fluoride Room

Status	Open		
To	Spencer Fitzgerald (Horner & Shifrin)	From	Susan Verseman (RIHC Contracting)
Date Initiated	Jul 20, 2023	Due Date	Jul 23, 2023
Location	Project Stage		
Cost Impact	Schedule Impact		
Spec Section	Cost Code		
Drawing Number	Reference		
Linked Drawings			
Received From	Scott Brown (RIHC Contracting)	Sub Job	
Copies To	Lisa Fennewald (Horner & Shifrin)		

Activity

Question

Question from Susan Verseman RIHC Contracting on Thursday, Jul 20, 2023 at 03:17 PM CDT

See the attached site photos that show a small wall opening in the exterior wall of the new Fluoride Room. This is an existing opening that has been attempted to be grouted in but allows daylight through. There are two pictures attached showing the opening from the inside wall and one from the outside wall.

Does this opening need to be addressed?

Attachments

[Wall Open Fluoride Room #3 - Exterior Side.jpg](#), [Wall Open Fluoride Room #2 - Interior Side.jpg](#), [Wall Open Fluoride Room #1 - Interior Side.jpg](#)

Awaiting an Official Response

All Replies

Response from Spencer Fitzgerald Horner & Shifrin on Tuesday, Aug 8, 2023 at 04:44 PM CDT

REMOVE EXISTING GROUT FROM OPENING. REMOVE EXISTING STEEL CHANNEL FROM INSIDE PERIMETER OF OPENING TO EXTENT POSSIBLE WITH CHISEL AND HAMMER. BLOCK OPENING WITH TYP. CLAY BRICK TO BEST MATCH EXTERIOR. MORTAR STRENGTH AND COLOR TO MATCH EXISTING. REFER TO SPECIFICATIONS AND STRUCTURAL GENERAL NOTES DRAWING SHEET S1.

(SJF/CLB, H&S, 08/08/2023)

Robinson Industrial, Heavy & Comm

2411 Walters Lane
Perryville, MO 63775
Ph : 573-605-0500

Change Request

To: Spencer Fitzgerald
Horner & Shifrin, Inc
401 S 18th Street
Suite 400
St. Louis, MO 63103-2296
Ph: (314)531-4321 Fax: (314)531-6966

Number: 004
Date: 9/1/23
Job: 53-616 Jackson-Jackson,MO-Water Plant
Phone:

Description: Fill Masonry Opening in New Flouride Room per RFI #12

We are pleased to offer the following specifications and pricing to make the following changes:

To brick infill the opening discovered in the exterior wall of the new Fluoride Room per the RFI #12 response.

The total amount to provide this work is \$892.50

If you have any questions, please contact me at (573)517-5111 .

Submitted by: Susan Verseman
Robinson Mechanical Contr Inc

Approved by: _____
Date: _____

Robinson Mechanical Contractors

DBA:Robinson Construction Company
 2411 Walters Lane
 Perryville, MO 63775
 Ph : (573)547-8397

Change Order Request

To: Spencer Fitzgerald
 Horner & Shifrin, Inc
 401 S 18th Street
 Suite 400
 St. Louis, MO 63103-2296
 Ph: (314)531-4321 Fax: (314)531-6966

Number: 009
Date: 1/21/25
Job: 53-616 Jackson-Jackson,MO-Water Plant
Phone:
Response Due:
Urgency: Normal

Description: Extra Electrical Work

Scope of Work:

This request is for the additional electrical work requested by the Owner/Engineer. It was agreed that the cost for the following changes would be reimbursed on a Time and Material basis.

- WP#2 Conduits in Lower Level - Conduit installation to accommodate the existing SCADA wiring that was not in conduit for the instrument inputs, into the existing SCADA Control Panel. (\$1,219.42)

- WP#2 Chlorine Room - Recabling SCADA cables from the Chlorine room to the SCADA Panel. This cost was for the work to re-pull the electrical cables installed to the emergency actuator and pressure sensor. This also replaced the single conductors for the actuator. (\$1,076.78)

The total amount to provide this work is \$2,410.59

If you have any questions, please contact me at (573)547-8397.

Submitted by: Susan Verseman
 Susan Verseman
 Robinson Construction Company

Approved by: _____
 Date: _____



Power Systems

Electrical – Industrial - Commercial

433 County Road 638, Cape Girardeau, MO 63701

www.KTPowersystems.com (573) 388-4524 – Fax: (573)388-4547

January 21, 2025

Ms. Susan Verseman
Project Manager
Robinson Construction
2411 Walters Lane
Perryville, MO

RE: Additional Costing for Jackson Water Plant Added Items

Dear Ms. Susan,

The following is our short scope of work and costing for the three added items at the plant.

1. Additional work Downstairs is for the conduit installation to accommodate the existing SCADA wiring that was not in conduit for the instrument inputs, into the existing SCADA Control Panel. This conduit work puts the control wires that were in free air into a raceway system.

Material	\$ 136.56
----------	-----------

30' – ¾" PVC Conduit
8 – ¾" PVC Couplings
2 – ¾" PVC LB's, Cover and Gasket
2 – ¾" PVC T's, Cover and Gasket
8' – ¾" Flex
2 – ¾" Flex Connectors
125' - # 12 THHN

Labor 10 Hours on	\$ 1,082.86
Jay Helton 5 Hours on 11/19/24	
Kramer Crosier 5 Hours on 11/19/24	

Total	----- \$ 1,219.42
-------	----------------------



Page 2
 Ms. Susan Verseman
 January 21, 2025

2. To Re-Cabling SCADA Cables. This work was for re-pulling the cabling that was installed to the emergency actuator and pressure sensor. This also replaced the single conductor's for the actuator. This cabling was from the Chlorine Room to the SCADA Panel.

Material	\$ 235.36

600' – 16/2 Belden Cable	
Labor 8 Hours	\$ 841.02
Jay Helton 2 Hours on 11/19/24	
Jay Helton 6 Hours on 11/21/24	

Total	\$ 1,076.38

If you have any questions, please let me know.

Sincerely,

Robin Koch Tolbert, E.E.



MEMO



To: Mayor and Board of Aldermen
From: Keith McFarlane, Director of Information Technology
Date: Thursday, January 30, 2025
Re: Request for Proposal – Software Migration Update

After careful consideration of all submitted proposals, staff recommends rejection of all submittals to ensure that we propose the best solution for the City's needs. This project will be re-bid on February 5, 2025.

February 5, 2025

FUNDS EXCEEDING THEIR 2024 BUDGET APPROPRIATIONS (includes internal transfers)

<u>FUND</u>	<u>2024 BUDGET APPROPRIATION</u>	<u>2024 ACTUAL EXPENDITURES</u>	<u>AMOUNT OVER BUDGET</u>	<u>REASON</u>
Water & Sewer Surplus	\$ 1,052,820.00	\$ 1,109,060.69	\$ 56,240.69	2023 Kimbeland Project completion delayed to 2024.
Park Foundation	\$ 125,000.00	\$ 204,100.69	\$ 79,100.69	Unbudgeted Civic Center pavilion/playground project from \$110,000.00 donation.
Recreational Development	\$ 262,953.00	\$ 288,817.89	\$ 25,864.89	Unbudgeted costs for taking on the soccer league and increased cost for Soccer Park mowing.
Trust & Agency	\$ 487,190.00	\$ 532,699.42	\$ 45,509.42	MEW Cleanup issue resolved and funds transferred to Electric.
Sales Tax	\$ 3,054,784.00	\$ 3,559,997.52	\$ 505,213.52	Additional transfer to Capital Projects to cover budget overage for the Fire Station No. 1 remodel.
Recreation Sales Tax	\$ 785,120.00	\$ 791,584.90	\$ 6,464.90	Unforeseen building maintenance / repairs at Civic Center.
Public Safety Sales Tax	\$ 1,402,694.00	\$ 1,471,679.80	\$ 68,985.80	Additional tax revenue generated and transferred to General Revenue for public safety operations.
Fire Protection Sales Tax	\$ 701,695.00	\$ 736,135.38	\$ 34,440.38	Additional tax revenue generated and transferred to General Revenue for fire department operations.
Community Development Block Grant	\$ 118,200.00	\$ 266,316.25	\$ 148,116.25	Unbudgeted grant revenues received and disbursed for CDBG project.

BILL NO. 25-__

ORDINANCE NO. 25-__

**AN ORDINANCE APPROVING AMENDMENTS TO THE 2024 BUDGET AS
ORIGINALLY APPROVED ON THE 16TH DAY OF DECEMBER, 2024, BY
REVISING, CONFIRMING, AND UPDATING END OF YEAR BALANCES;
CONFIRMING BUDGETARY EXPENDITURES; AND REPEALING
ORDINANCE IN CONFLICT HEREWITH.**

WHEREAS, on the 16th day of December, 2024, the Mayor and Board of Aldermen of the City of Jackson, Missouri, approved the budget for the City of Jackson, Missouri, for the 2025 fiscal year, and

WHEREAS, the City Budget Officer has reviewed end of year balances and found it necessary to update end of year balances projected for the 2025 fiscal year budget, and

WHEREAS, the amended end of year balances indicate and confirm sufficient funds to fund budgeted projects for the 2025 fiscal year.

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

1. That the annual budget for the fiscal year 2025 as heretofore adopted and approved by Ordinance of this Board on the 16th day of December, 2024, it is hereby amended by adjusting the end of year balances in form with actual receipts of the City for the prior fiscal year.

2. That the Mayor and Board of Aldermen further reconfirm and readopt budgetary expenditures as set out in the amended budget, which is attached hereto and incorporated herein by reference, and order the Administration of the City to follow the budget expenditures in accordance therewith, subject to the subsequent amendment by this Board.

3. That ordinance is to take effect and be in full force and effect from and after its passage and approval.

FIRST READING: February 3, 2025.

SECOND READING: February 3, 2025.

PASSED AND APPROVED this 3rd day of February, 2025, by a vote of ___ ayes, ___ nays,
___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Friday, January 31, 2025
Re: City Cemeteries Trimming Services Program Bids

Bids were solicited for the Mowing and Trimming Services Program on Wednesday, December 4, 2024. A Notice to Bid was published in the Cash-Book Journal newspaper on December 4 and 11, 2024. Sealed bids were opened on Thursday, December 19, 2024. A total of two contractors submitted a bid for the sites to be serviced under the program. Staff is recommending rejecting both bids and we will solicit new bids.

City of Jackson
Mowing and Trimming Services Program
Bid Opening, December 19, 2024
Bid Per Mowing/Trimming Event

Contractor	Brookside	City Park	Football Park	Litz Park	Civic Center and City Sites	Cemeteries
JP & BS Lawn care LLC	1,640. ⁰⁰	3,840. ⁰⁰	840. ⁰⁰	1,600. ⁰⁰	1,560. ⁰⁰	900. ⁰⁰
River Bend mowing & outdoor	N/A	N/A	395. ⁰⁰	1,495. ⁰⁰	1,035. ⁰⁰	N/A
MACC Contracting	1,900. ⁰⁰	1,980. ⁰⁰	1,650. ⁰⁰	1,980. ⁰⁰	1,980. ⁰⁰	1,650. ⁰⁰
Rockhill & Sons	375. ⁰⁰	450. ⁰⁰	295. ⁰⁰	625. ⁰⁰	775. ⁰⁰	N/A

Witness: Kacie Baker



City of Jackson

CHANGE ORDER

Byrne and Jones Construction

1

Name of Contractor

Change Order No.

13940 St. Charles Rock Rd.

St. Louis, MO 63044

Contractor Address

City/State/Zip

Lower Tennis Court Repair & Resurfacing Project

2/3/2025

Project Name

Date

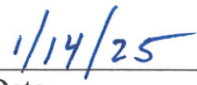
Description: ☐ See Attachments

Time extension due to weather

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 36,957.00	Original Contract End Date: February 14, 2025
Previous Change Orders: \$ 0.00	Net Change from Previous Change Orders: 0
Contract Price prior to this Change Order: \$ 36,957.00	Contract End Date prior to this Change Order: February 14, 2025
Net Increase (Decrease) of this Change Order: \$ 0.00	Net Increase (Decrease) of this Change Order: 120
Contract Price with all approved Change Orders: \$ 36,957.00	Contract End Date with all approved Change Orders: June 14, 2025

Recommended By:


Jason Lipe, Parks & Recreation Director



Date

Authorized By:

Mayor, City of Jackson

Date

Accepted By:


Contractor Auth. Representative

01-14-2025

Date



MEMO

To: Mayor Hahs and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Friday, January 31, 2025
Re: Proposed Civic Center Rental Rates

At the Monday, January 13, 2025 Park Board meeting, the Park Board approved the attached Civic Center rental rates. The Civic Center has seen a significant increase in usage in the past two years. The increase in usage has brought about more wear-and-tear on items used for individuals and groups renting the spaces (e.g. tables, chairs, microphones, projectors, etc.). The revenue generated from a rate increase would help offset the wear-and-tear of the equipment by supplementing funds available to purchase replacements. This proposed increase will also help offset the increase of minimum wage going to \$13.75 in 2025 and \$15.00 in 2026, and allow the City to continue to recruit and retain quality part-time staff.

Please consider a motion adopting the rental rates as proposed.

Civic Center Rental Rate Proposal

Space	Current Rate	Proposed Rate
North or South Meeting Room	\$100 – 2 hours / add. Hour - \$30 6 hour - \$200, 12 hour - \$375	\$125 – 2 hours / Additional hour - \$35/ 6-hour rate: \$250 / 12 hour- \$400
Full Meeting Room	\$175 – 2 hours/add hour - \$35 6 hour- \$300, 12 hour - \$500	\$200 – 2 hours / Add hour - \$40 6 hour- \$325/12 hour - \$525
Lounge	\$75 – 2 hours / add hour - \$30 6 hour - \$150, 12 hour - \$200	\$100 – 2 hours / Add hour - \$35 6 hour - \$200, 12-hour- \$300
Conference Room	\$55 – 2 hours / add hour - \$10	\$60 – 2 hours / Add hour - \$15 6 hour - \$100, 12 hour - \$150
Full Gym	\$850 General; \$550 Not-for-profit	\$1100 General; \$700 Not-for-profit
Wedding Reception Package	\$800	\$1,250
Catering Kitchen	\$75	\$75
Senior Pass (10 visit)	\$13.50	\$15
10 visit Pass	\$15	\$17
Dance Floor	\$50	\$75
Stage	\$50	\$75
Set Up Fee (required if gym cover used)	\$150	\$250
Set Up Fee (No gym cover)	\$0	\$100
Clean Up Fee	\$150	\$250
Birthday Party Package	\$100	\$125

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *S H SMITH & COMPANY, INC., OF POPLAR BLUFF, MISSOURI*, RELATIVE TO THE JACKSON MIDDLE SCHOOL CROSSWALK AND SIDEWALK IMPROVEMENTS PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a 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 **S H 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 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: February 3, 2025.

SECOND READING: February 3, 2025.

PASSED AND APPROVED this 3rd day of February 2025, by a vote of __ ayes, __ nays, __ abstentions and__ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

SPONSOR: City of Jackson, Missouri
LOCATION: Independence Street (Route D) & Broadridge Drive
PROJECT: Middle School Crosswalk
TAP-3000(014) Project

THIS CONTRACT is between *Jackson, Missouri*, hereinafter referred to as the "Local Agency", and *S H Smith & Company, Inc, 901 Vine Street, Poplar Bluff, MO*, 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 improve sidewalks along Route D at the Middle School 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 4% 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, 4% 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 <u>ADDRESS</u>	TYPE OF DBE <u>SERVICE</u>	TOTAL \$ VALUE OF THE DBE <u>SUBCONTRACT</u>	CONTRACT \$ AMOUNT TO APPLY TO TOTAL <u>DBE GOAL</u>	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO <u>TOTAL GOAL</u>
KLG Engineering	QC/Peer Review	\$3,500	\$3,500	4%

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 their 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 easements and 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. Plans, Specifications and Estimate (& ROW if required) (PS&E) Approval by MODOT shall be completed on March 1, 2026
- 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 \$5,374.85, with a ceiling established for said design services in the amount of \$50,723.50, 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 \$4,025.79, with a ceiling established for said inspection services in the amount of \$36,666.16, 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 45.31% 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 151.96% of actual salaries in Item 1 above for general administrative overhead, and calculated at 3.46% 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. Prior to purchase of any specialized equipment, approval shall be given by the City for said purchase and appropriate bidding processes shall be followed for acquisition.

ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that they have 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 they have ~~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:

Sub-Consultant Name	Address	Services
KLG Engineering	Cape Girardeau	QC/Peer

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.

In accordance with Section 292.675 of the Revised Statutes of Missouri, Contractors and Subcontractors who agree to provide Work under this Contract must provide a ten-hour OSHA construction safety program or other similar program approved by Department of Labor and Industrial Relations of the State of Missouri to be completed by their on-site employees within 60 days of beginning Work under this Contract. Documentation of compliance with this provision shall be provided to the Owner within 65 days of beginning Work under this Contract.

Notice is hereby given that Section 285.530 of the Revised Statutes of Missouri requires that no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Any business entity providing work under any contract in excess of \$5,000.00 shall participate in a federal work authorization program (such as E-Verify) and shall provide documentation of such participation to the Owner.

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 its negligent acts or the negligent acts of its employees, agents or subcontractors. To the fullest extent permitted by law, Engineer agrees to hold harmless the Local Agency, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss, or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses were caused by the negligence or other wrongdoing of Engineer or of any supplier or sub-consultants, or their agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of Local Agency or any of its agents or employees.

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, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal 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 color, race or national origin.

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: \$1,000,000 per person up to \$3,000,000 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.
- F. Engineer shall make Local Agency an additional insured on the general liability of insurance

Fig. 136.4.1 Contract

that Engineer is required to maintain under the Agreement documents. Similarly, Engineer shall require insurance with the same coverage and limits from its sub-consultants and suppliers and their insurance policies shall be endorsed to name the same additional insureds as required of Engineer. Each additional insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations. Any coverage available to the Local Agency as a named insured shall be secondary so that the coverage to the City as an additional insured on the policies maintained by Engineer and sub-consultants is primary. City reserves the right to selective trigger any one or more insurance policies that afford City coverage, whether as a named insured or as an additional insured. Engineer agrees that City shall be provided at least sixty days advance written notice of any cancellation or rescission of any policy that Engineer or any of its sub-consultants or suppliers is required to maintain under the Agreement documents. Prior to commencing work and annually during the contract, Engineer shall provide City certificates of insurance evidencing the required coverages. City's receipt or review of any certificate of insurance reflecting that Engineer or one of its sub-consultants or suppliers has failed or may have failed to comply with any insurance requirements of the Agreement documents shall not constitute a waiver of any of the Local Agency's insurance rights under the Agreement documents, with all such rights being fully and completely reserved by the City.

ARTICLE XXII – LOCAL AGENCY CONDITIONS

- A. No provision of this Agreement shall constitute a waiver of the Local Agency's rights to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under the law.
- B. This agreement shall bind the parties hereto, their successors, and assigns.
- C. This Agreement and attached addendum (if any) constitute the entire Agreement between the parties and supersede any prior representations, offers, negotiations, or understandings between the parties with respect to the subject matter.
- D. This Agreement shall be taken and deemed to have been fully executed and made by the parties in and governed by the laws of the State of Missouri, for all purposes and intents. Venue shall be in the Circuit Court of Cape Girardeau County, Missouri.

ARTICLE XXII - 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 _____ day of _____, 20__.

Executed by the Local Agency this _____ day of __, 20__.

FOR: CITY OF JACKSON, MISSOURI

BY: _____
Dwain Hahs. Mayor



ATTEST: _____
Angela Birk, City Clerk

FOR: S H SMITH & COMPANY, INC.

BY: Steve Hicks
Steve Hicks, Vice-President



ATTEST: Bill Robison
Bill Robison, 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.

Liza Walker, Assistant City Administrator

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 sufficient enough to produce one foot contours and spot elevations.
2. Elevations 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. 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. 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 contemplated that survey staking and layout will be accomplished by the contractor's forces. The Engineer will accompany MoDOT and FHWA representatives on visits of 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 assure that proper approvals are made 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 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.

ATTACHMENT B

ATTACHMENT B - 1 ENGINEERING SERVICES - ESTIMATE OF COST DESIGN PHASE				
MoDOT JOB NO: TAP-3000(014) PROJECT NAME: Jackson Route D Sidewalk LOCATION: Jackson, MO CLIENT: City of Jackson DATE: Nov-24				
DIRECT LABOR COSTS				
LABOR CATEGORY	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
<i>Survey</i>				
Project Manager	4	\$40.37	\$161.48	
Register Land Surveyor	12	\$33.09	\$397.08	
Party Chief	40	\$19.32	\$772.80	
Technician 1	40	\$17.00	\$680.00	
	SURVEY SUBTOTAL			\$2,011.36
<i>Right of Way</i>				
Project Manager	4	\$40.37	\$161.48	
Land Surveyor	8	\$33.09	\$264.72	
Admin Assistant 2	8	\$24.76	\$198.08	
	RIGHT OF WAY SUBTOTAL			\$624.28
<i>Preliminary Design Phase</i>				
President	0	\$76.75	\$0.00	
Chief Operating Officer	0	\$58.48	\$0.00	
Sr. Design Review	0	\$50.00	\$0.00	
Department Manager	4	\$58.48	\$233.92	
Project Manager	40	\$40.37	\$1,614.80	
Sr. Technician	0	\$27.42	\$0.00	
Technician 2	0	\$25.30	\$0.00	
Technician 1	0	\$17.00	\$0.00	
Sr. Designer	60	\$31.00	\$1,860.00	
Designer	0	\$26.25	\$0.00	
Intern	0	\$16.00	\$0.00	
Admin Assistant 2	8	\$24.76	\$198.08	
Admin Assistant 1	8	\$17.15	\$137.20	
	PRELIMINARY DESIGN SUBTOTAL			\$4,044.00
<i>Final Design</i>				
President	1	\$76.75	\$76.75	
Chief Operating Officer	1	\$58.48	\$58.48	
Sr. Design Review	3	\$50.00	\$150.00	
Department Manager	12	\$58.48	\$701.76	
Project Manager	40	\$40.37	\$1,614.80	
Sr. Technician	0	\$27.42	\$0.00	
Technician 2	0	\$25.30	\$0.00	
Technician 1	0	\$17.00	\$0.00	
Sr. Designer	100	\$31.00	\$3,100.00	
Designer	0	\$26.25	\$0.00	
Intern	0	\$16.00	\$0.00	
Admin Assistant 2	16	\$24.76	\$396.16	
Admin Assistant 1	8	\$17.15	\$137.20	
	FINAL DESIGN SUBTOTAL			\$6,235.15
	DIRECT LABOR SUBTOTAL			\$12,914.79
OVERHEAD COSTS				
PAYROLL ADDITIVES:	45.31%		\$5,851.69	
GENERAL, ADMIN. AND OVERHEAD	151.96%		\$19,625.31	
	TOTAL LABOR & OVERHEAD			\$38,391.80
FIXED FEE				
14% x (DIRECT LABOR & OVERHEAD)	14%		\$5,374.85	
FCCM (On Labor Costs Only)	3.46%		\$446.85	
OTHER DIRECT COSTS				
TRANSPORTATION	3000	\$0.670	\$2,010.00	
DRILL RIG	0	\$500.00	\$0.00	
GPS	40	\$25.00	\$1,000.00	
PASS-THROUGH COST				
KLG			\$3,500.00	
Title Work			\$0.00	
ARCHEOLOGICAL INVESTIGATION			\$0.00	
	TOTAL OTHER DIRECT COSTS			\$6,510.00
TOTAL FOR DESIGN PHASE				\$50,723.50

ATTACHMENT B - 2 ENGINEERING SERVICES - ESTIMATE OF COST CONSTRUCTION PHASE				
MoDOT JOB NO: TAP-3000(014) PROJECT NAME: Jackson Route D Sidewalk LOCATION: Jackson, MO CLIENT: City of Jackson DATE: Nov-24				
DIRECT LABOR COSTS				
<u>LABOR CATEGORY</u>	<u>ESTIMATED HOURS</u>	<u>HOURLY RATE</u>	<u>ESTIMATED COST</u>	<u>TOTALS</u>
President	1	\$76.75	\$76.75	
Chief Operating Officer	1	\$58.48	\$58.48	
Sr. Design Review	0	\$50.00	\$0.00	
Department Manager	8	\$58.48	\$467.84	
Project Manager	40	\$31.60	\$1,264.00	
Sr. Technician	120	\$27.42	\$3,290.40	
Technician 2	120	\$25.30	\$3,036.00	
Technician 1	8	\$17.00	\$136.00	
Sr. Designer	16	\$31.00	\$496.00	
Designer	0	\$26.25	\$0.00	
Intern	0	\$16.00	\$0.00	
Admin Assistant 2	8	\$24.76	\$198.08	
Admin Assistant 1	16	\$17.15	\$274.40	
Register Land Surveyor	2	\$33.09	\$66.18	
Party Chief	16	\$19.32	\$309.12	
DIRECT LABOR SUBTOTAL				\$9,673.25
OVERHEAD COSTS				
	PAYROLL ADDITIVES:	45.31%		\$4,382.95
	GENERAL, ADMIN. AND OVERHEAD	151.96%		\$14,699.47
TOTAL LABOR & OVERHEAD				\$28,755.67
FIXED FEE				
	14% x (DIRECT LABOR & OVERHEAD)	14%		\$4,025.79
FCCM (On Labor Costs Only)		3.46%		\$334.69
OTHER DIRECT COSTS				
TRANSPORTATION	5000	\$0.670	\$3,350.00	
GPS	8	\$25.00	\$200.00	
SUBCONSULTANT PASS-THROUGH COST				
			\$0.00	
			\$0.00	
TOTAL OTHER DIRECT COSTS				\$3,550.00
TOTAL FOR CONSTRUCTION PHASE				\$36,666.16

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): Jackson, MO

Project Name: Jackson Route D Sidewalk

Project Number: TAP-3000(014)

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

Consultant

Printed Name: _____

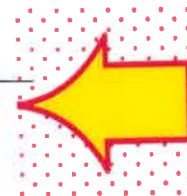
Printed Name: Steve Hicks

Signature: _____

Signature: Steve Hicks

Date: _____

Date: 12/30/24



MEMO



TO: Mayor Hahs and Members of the Board of Aldermen

FROM: Larry Miller, Building & Planning Manager

DATE: January 17, 2025

SUBJECT: Memorandum of understanding for a retaining wall in the Kate Street public right of way at 303 North Georgia Street

- Lori Evans' property is located at the corner of N Georgia Street and Kate Street. A fallen tree damaged the retaining wall that was previously in place on Kate Street.
- Lori rebuilt the retaining wall without obtaining a permit, and the wall was placed within the city's right-of-way.
- Lori has since obtained a permit for the retaining wall. However, an MOU is required to allow the retaining wall to remain in the city's right-of-way.
- The MOU outlines the following key terms:
 - The city grants a limited right for the retaining wall to remain in the right-of-way but reserves the right to require its removal for utility, roadway, sidewalk, or other city needs.
 - Lori Evans acknowledges that the retaining wall may need to be removed at her cost within 30 days of written notice from the city.
 - The city assumes no liability for the retaining wall and will not be responsible for maintenance or damage caused by city projects.
 - The agreement does not constitute an abandonment of the public right-of-way.
- The signed MOU will be presented to the Board of Aldermen for approval at the February 3rd meeting.

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *LORI EVANS OF JACKSON, MISSOURI*, RELATIVE TO *THE CONSTRUCTION OF A RETAINING WALL IN THE KATE STREET PUBLIC RIGHT-OF-WAY AT 303 NORTH GEORGIA STREET*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the memorandum of understanding attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Lori Evans 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 memorandum of understanding.

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

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

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

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

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

FIRST READING: February 3, 2025.

SECOND READING: February 3, 2025.

PASSED AND APPROVED this 3rd day of February 2025, by a vote of __ ayes, __ nays, __ abstentions and__ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 28th day of January, 2025, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “**City**,” and ***Lori Evans***, hereinafter referred to as “**Evans**”, **WITNESSETH:**

WHEREAS, Evans owns property located at 303 N. Georgia Street within the City as shown on Exhibit A which is attached hereto and made a part hereof; and

WHEREAS, Evans has a railroad tie retaining wall extending into the public right-of-way; and

WHEREAS, Evans desires to continue to use and maintain this retaining wall; and

WHEREAS, the City has no immediate plans for the use of said public right-of-way; and

WHEREAS, the City reserves the right to use said public right-of-way for utility, roadway, sidewalk, and other purposes deemed appropriate by the City; and

WHEREAS, the City desires to cooperate to allow Evans to continue to use and maintain the retaining wall in its present location; and

WHEREAS, the parties have reached certain agreements concerning the retaining wall and desire to memorialize the agreement between them in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

1. The City grants Evans a limited permissive right to use the public right-of-way for the retaining wall as presently constructed and as shown on Exhibit B which is attached hereto and made a part hereof.

2. The City reserves the right to terminate this limited permissive use for any reason whatsoever. Evans acknowledges and agrees that upon receipt of written notice from the City to remove that portion of the retaining wall from the public right-of-way, Evans will do so within thirty (30) days at her sole cost.

3. The City assumes no liability related to Evans' private retaining wall within the public right-of-way and shall incur no responsibility for maintenance, repair, or replacement of damaged wall components, subgrade, drainage structures, or other improvements.

4. The City shall not be held responsible for any loss, damage, or injury incurred by any party associated with the private retaining wall in the public right-of-way.

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

6. The value of the public right-of-way has not been determined by a professional appraisal and has not been surveyed by either Evans or the City.

7. Nothing set forth herein shall be construed as an abandonment by the City of the public right-of-way.

8. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

9. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

10. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

11. In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

12. The rights and remedies provided by this Memorandum of Understanding are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

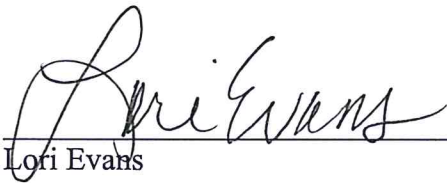
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding as of the day and year first above written.

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk



Lori Evans

*Deed of Dedication – Access and Drainage Easement
East Main Street Sidewalk Improvements Project*

BILL NO. 25-__

ORDINANCE NO. 25-__

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 ACCESS AND DRAINAGE EASEMENT DEED.

WHEREAS, **Bellevue Commons, LLC**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Access and Drainage Easement Deed, attached hereto.

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

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

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

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

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

FIRST READING: February 3, 2025.

SECOND READING: February 3, 2025.

PASSED AND APPROVED this 3rd day of February 2025, by a vote of __ ayes, __ nays, __ abstentions and__ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk

TITLE OF DOCUMENT:	ACCESS & DRAINAGE EASEMENT DEED
DATE OF DOCUMENT:	JANUARY 21, 2025
GRANTOR:	BELLEVUE COMMONS, LLC
GRANTORS MAILING ADDRESS:	2007 PROVIDENCE DRIVE JACKSON, MISSOURI 63755
GRANTORS DEED RECORDING:	DOCUMENT NO. 2020-13886
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	122 SOUTH BELLEVUE STREET JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 1 & 2 OF EASEMENT DEED

DEED OF DEDICATION
ACCESS & DRAINAGE EASEMENT

THIS DEED, made and entered into this 21st day of January, 2025, by and between **BELLEVUE COMMONS, LLC**, a Missouri Limited Liability Company, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

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

To construct, maintain, repair, replace, and operate stormwater drainage pipes and necessary appurtenances; and to provide adequate access for inspection and maintenance thereto over, upon, across, under, in and through the following described real estate situated in the County of Cape Girardeau and State of Missouri, to-wit:

ALL BEARINGS USED IN THIS DESCRIPTION ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE-GRID NORTH.

A TRACT OF LAND BEING A PART OF LOT 20 OF TIEDEMANN’S ADDITION TO JACKSON MISSOURI, RECORDED IN PLAT BOOK 1, PAGE 29 OF THE CAPE GIRARDEAU COUNTY RECORDER’S OFFICE DESCRIBED IN DEED BOOK 2020, PAGE 13886, OF THE CAPE GIRARDEAU COUNTY RECORDER’S OFFICE, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 20 OF TIEDEMANN’S ADDITION TO JACKSON MISSOURI, AT THE INTERSECTION OF THE EAST LINE OF SOUTH BELLEVUE STREET WITH THE SOUTH LINE OF EAST MAIN STREET, SAID POINT BEING 32.50 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 10+89.02 OF CENTERLINE EAST MAIN STREET; THENCE WITH SAID SOUTH LINE OF EAST MAIN STREET, SOUTH 82 DEGREES 30 MINUTES 12 SECONDS EAST, 148.66 FEET TO THE NORTHEAST CORNER OF SAID LOT 20, BEING 32.50 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 12+37.68 OF CENTERLINE EAST MAIN STREET; THENCE LEAVING SAID SOUTH LINE OF EAST MAIN STREET, WITH THE EAST LINE OF SAID LOT 20, SOUTH 07 DEGREES 29 MINUTES 48 SECONDS WEST, 22.50 FEET TO A POINT, BEING 55.00 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 12+37.68 OF CENTERLINE EAST MAIN STREET; THENCE LEAVING SAID EAST LINE OF LOT 20, NORTH 82 DEGREES 30 MINUTES 12 SECONDS WEST, 37.68 FEET TO A POINT, BEING 55.00 FEET PERPENDICULAR DISTANCE RIGHT OF STATION

12+00.00 OF CENTERLINE EAST MAIN STREET; THENCE NORTH 64 DEGREES 04 MINUTES 06 SECONDS WEST, 38.80 FEET TO A POINT, BEING 42.73 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 11+63.19 OF CENTERLINE EAST MAIN STREET; THENCE NORTH 82 DEGREES 19 MINUTES 32 SECONDS WEST, 74.17 FEET TO A POINT ON SAID EAST LINE OF SOUTH BELLEVUE STREET, BEING 42.50 FEET PERPENDICULAR DISTANCE RIGHT OF STATION 10+89.02 OF CENTERLINE EAST MAIN STREET; THENCE WITH SAID EAST LINE OF SOUTH BELLEVUE STREET NORTH 07 DEGREES 29 MINUTES 48 SECONDS EAST, 10.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 2,200 SQUARE FEET OR 0.0505 ACRES.

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

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

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first written above.

BELLEVUE COMMONS, LLC

Chris Pike

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss

On this 21st day of January, 2025, before me personally appeared Chris Pike, to me known to be the persons who executed the within document as members of Bellevue Commons, LLC, a Missouri Limited Liability Company, and are authorized by the Operating Agreement of said limited liability company to execute the within document on behalf of said limited liability company, and acknowledged to me that they executed the same as their free act and deed and as the free act and deed of said limited liability company for the purposes therein stated.

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

[Signature]
Notary Public
State of Missouri
County of Cape Girardeau

My term expires: May 13, 2028

RODNEY W BOLLINGER
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 13, 2028
CAPE GIRARDEAU COUNTY
COMMISSION #12473742

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AMENDING THE "CROSSWALKS DESIGNATED SCHEDULE, SCHEDULE XVI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO CERTAIN CROSSWALK DESIGNATIONS.

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

Section 1. The "Crosswalks Designated Schedule, Schedule XVI," passed and approved on the 18th day of November, 1985, is hereby amended by adding thereto the following crosswalks designations:

HIGH STREET (NORTH) (HWY. 61): On North High Street (Hwy. 61), a distance of 98 feet south of West Park Street, crosswalk running east and west across the highway.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Crosswalks Designated Schedule, Schedule XVI," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "Crosswalk" signs, to be added at the location set forth above.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

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

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

FIRST READING: February 3, 2025.

SECOND READING: February 3, 2025.

PASSED AND APPROVED this 3rd day of February, 2025, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk