

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, August 04, 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 July 21, 2025.

FINANCIAL AFFAIRS

- 3. Motion approving the list of bills paid for the previous month.
- 4. Motion approving semi-annual budget to actuals for the current year.

ACTION ITEMS

Power, Light, and Water Committee

- Motion approving Change Order No. 1, to MDR Construction, Inc., of Columbia, Mississippi, to extend the contract time by 159 days, relative to the 15kV Electric Distribution Circuit #21 Upgrade Project.
- 6. Motion approving Change Order No. 5, to Penzel Construction Company, Inc., of Jackson, Missouri, to extend the contract time by 90 days, relative to the Building Addition & Renovation of Jackson Fire Station No. 1 Project.
- Motion approving Change Order No. 8, in the amount of \$4,800.00, to Herzog Excavating & Demolition, LLC, of Perryville, Missouri, relative to the Disposal of Stockpiled Brush Program.
- 8. Bill proposing an Ordinance amending Chapter 3 (Administration) of the Code of Ordinances, relative to City Clerk duties as Assessor.
- 9. Bill proposing an Ordinance amending Chapter 3 (Administration) of the Code of Ordinances, relative to the City Collector.

Street, Sewer, and Cemetery Committee

- Motion to bring from the table a Bill proposing an Ordinance approving the rezoning of 312, 316, 320, and 324 North High Street, from R-4 (General Residential) District to C-3 (Central Business) District, as submitted by the City of Jackson, Missouri.
- 11. Bill proposing an Ordinance approving the rezoning of 312, 316, 320, and 324 North High Street, from R-4 (General Residential) District to C-3 (Central Business) District, as submitted by the City of Jackson, Missouri.
- Motion accepting the bid of Lappe Cement Finishing, Inc., of Friedheim, Missouri, in the amount of \$348,420.56, relative to the 2025 Annual Concrete Pavement Improvement Program.
- 13. Bill proposing an Ordinance authorizing a contractual agreement with Lappe Cement Finishing, Inc., relative to the 2025 Annual Concrete Pavement Improvement Program.
- 14. Bill proposing an Ordinance approving the Final Plat of Goggin Subdivision No. 1, as submitted by James and Belinda Goggin.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

- 15. Report by Mayor
- 16. Reports by Board Members
- 17. Report by City Attorney
- 18. Report by City Administrator

EXECUTIVE SESSION

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

ADJOURN

Posted on 8/1/2025 at 4:00 PM.



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, July 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: Steve Stroder, Mike Seabaugh, Eric Fraley, Mark Unger, David Reiminger, Shana Williams, and Wanda Young. Present-7; Absent-1: Katy Liley

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

Mayor Dwain L. Hahs to recognize Guests and Visitors))
Now comes forth Mayor Dwain L	. Hahs to welcome guests and visitors.
Motion to Adopt the Agenda)
Motion made by Alderman Frale as presented. Ayes-7; Nays-0; Absent-	y, seconded by Alderman Unger, to adopt the agenda, 1.
Public Hearing to Consider a request to Rezone 312, 316, 320, and 324 North High Street, from R-4 District to C-3 District, as submitted by the City of Jackson, Missouri	

Now comes forth a public hearing to consider a request to rezone 312, 316, 320, and 324 North High Street, from R-4 (General Residential) District to C-3 (Central Business) District, as submitted by the City of Jackson, Missouri.

Now comes forth Building and Planning Manager Larry Miller to present, to the Board and public, the City of Jackson's plans to deed the property to Cape Girardeau County, Missouri who plans to build a parking lot that they will manage.

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

Now comes forth John Koenig with the American Legion post 158 to speak in favor of the proposed rezoning. He would like to see the proposed parking lot be available as overflow for their parking lot and vice versa.

Mayor asks for anyone that wants to speak in opposition.

Now comes forth Paul Schniedermeyer to inquire who currently owns the lots. He has concerns about traffic and questions who the proposed parking lot is for.

Now comes forth Randy Earnest of 319 N. Hope to ask that there be a privacy fence put on the property and he is concerned about the increased noise since the houses on N. High Street were torn down.

Now comes forth Jamie Meyer of 325 N. Hope, she states that she agrees with everything that Randy mentioned and she is worried about people visiting the jail and walking through her yard as well as the rocks that are currently there washing out and her children getting hurt.

Now comes forth Ross Tilghman of 301 N. Hope. He asks how many votes it will take for the rezoning to be approved. He is also concerned about noise and light pollution as well as the lack of privacy with people visiting the jail and the cameras on the jail that point in the



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direction of their home. He suggests that trees be planted to block the noise and light that may come from the proposed parking lot and suggests that there be landscaping in the proposed parking lot.

The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the Minutes of the)
July 7, 2025, Regular Board Meeting)

Motion made by Alderman Stroder, seconded by Alderwoman Williams, to approve the minutes of the preceding Regular Board Meeting of Monday, July 7, 2025. Ayes-7; Nays-0; Absent-1.

Motion to Approve the City Collector's)
Electric, Water & Sewer, Taxes &)
Licenses, and Refuse Report for)
June, 2025)

Motion made by Alderman Seabaugh, seconded by Alderwoman Williams, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for June, 2025. Ayes-7; Nays-0; Absent-1.

MAYOR & BOARD OF ALDERMEN REGULAR MEETING Monday, July 21, 2025 at 6:00 PM

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Board Chambers, City Hall, 101 Court St.

CITY COLLECTOR'S REPORT FOR JUNE 2025

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,250,831.91	300,953.36	243,393.08	67,708.90		1,862,887.25
Penalties	5,568.49	1,822.05	1,400.34	390.57	-	9,181.45
Sales Tax	35,616.39	8,908.51			-	44,524.90
Disconnect Fees	1,175.18				-	1,175.18
Returned Transaction Fees	390.00				-	390.00
Customer Relocation Fees		-	-	-	325.00	325.00
Trash Stickers		-	-	1,879.00	-	1,879.00
UTILITY COLLECTIONS	1,293,581.97	311,683.92	244,793.42	69,978.47	325.00	1,920,362.78
Adjustments - Penalties		-	-	-		-
Adjustments - Taxes	-	-		-		-
Adjustments - Service Fees		-	-	-	-	-
NET UTILITY COLLECTIONS	1,293,581.97	311,683.92	244,793.42	69,978.47	325.00	1,920,362.78
Business/Contractor Licenses		-	-		5,460.00	5,460.00
Event Fees/Misc. Charges		-				
NON-UTILITY COLLECTIONS					5,460.00	5,460.00
Misc. Adjustments				-		-
Interest on Collector's bank account		-				713.32
Cash in bank						1,926,536.10
Missouri Sales Tax payment	(35,616.39)	(8,908.51)	-	-		(44,524.90
O CITY TREASURER					\$	1,882,011.20

Respectfully Submitted,

City Collector

Motion to Approve the June, 2025 City Clerk's and Treasurer's Reports

ACKSON, MO

CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, July 21, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

CITY CLERK'S REPORT FOR THE MONTH OF JUNE, 2025

ELECTRIC	4,528.73
WATER	5,745.00
WA STEWATER	0.00
GENERA L REVENUE	25,454.69
LANDFILL	1,639.93
CEMETERY	7,125.00
PARK	2,232.50
PARKFOUNDATION	546.00
RECREATIONAL DEVELOPMENT	16,762.00
STORMWATER MAINTENANCE FUND	505.10
TRUST & AGENCY	3,000.00
HEALTH IN SURANCE FUND	1,973.18
INMATE SECURITY FUND	0.00
TRANSPORTATION SALES TAX	1,282.50
RECREATIONAL SALES TAX FUND	11,491.76
REPORT TOTAL	82,286.39

Water & Light Deposit Accounts

JUNE, 2025

\$268,118.70

TOTAL DEPOSITS \$13,831.23 **TOTAL REFUNDS** \$18,652.86

Ending Balance June 30, 2025: \$263,297.07

Balance Consists of :

Checking Account for US Bank Investments \$53,297.07 \$210,000.00 **\$263,297.07**

CITY TREASURER'S REPORT FOR JUNE 2025

	FUND BALANCES		TRANSFER OF		FUND BALANCES		CASH BALANCE
FUND	06-01-2025	RECEIPTS	FUNDS	DISBURSEMENTS	06-30-2025	INVESTMENTS	06-30-2025
ELECTRIC FUNDS							
Operation & Maintenance	-	1,265,310.74	29,578.47	1,294,889.21	-	-	-
Electric Surplus Fund	3,114,186.40	-	(552,882.65)	42,176.28	2,519,127.47	1,201,408.96	1,317,718.51
Electric Capital Projects Fund	4,711,557.70	-	-	-	4,711,557.70	3,905,000.00	806,557.70
WATER & SEWER FUNDS							
Water Operation & Maint	-	310,733.72	(111,942.14)	198,791.58	-		-
Water Revenue Bond Fund	477,377.53	-	98,559.68	546,176.98	29,760.23	-	29,760.23
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	11,942,069.40	-	66,900.88	2,448.10	12,006,522.18	11,440,168.77	566,353.41
Water Replacement Fund	840,782.50	-	-	_	840,782.50	765,000.00	75,782.50
Water Capital Projects	399,638.00	-	-	-	399,638.00	-	399,638.00
Wastewater Operation & Maint.	-	244,922.81	(76,239.00)	168,683.81	-	-	-
Wastewater Replacement Fund	1,068,584.15			_	1,068,584.15	761,000.00	307,584.15
Wastewater Capital Projects	399,362.00	-	-	_	399,362.00		399,362.00
Wastewater Revenue Bond Fund	115.52		_	_	125,565,52	_	125,565.52
W & S Construction Fund	3,006,289,92		_	76,927.46	2,929,362.46	2,250,000.00	679.362.46
General Revenue Fund	152,462.92	58,541.75	3,155,325.86	986,006.07	2,380,324,46	637,765.95	1,742,558.51
Landfill Fund	773,739.22	112,533.92	(6,795.79)	80,639.40	798,837.95	610,000.00	188,837.95
Cemetery Fund	1,035,642.82	8,342.39	(5,094.01)	34,645.38	1,004,245.82	652,000.00	352,245.82
City Park Fund	260.525.53	4.209.60	(6,767.83)	79.529.63	178.437.67	-	178.437.67
Public Park Foundation Fund	231.710.01	546.00	(0,101.00)	76,302.79	155,953.22	65,000.00	90,953.22
Recreational Development Fund	230,001.39	16,762.00		59,177.04	187,586.35	-	187,586.35
Band Fund	(0.01)	1,217.39		1.217.38	0.00		0.00
ARPA Fund	791,209.93	1,211.00	_	448,695.99	342,513.94	275,000.00	67,513.94
Road Use Tax Fund	1,076,851.79	79.742.12	(775,000.00)	-	381,593.91	332,038.18	49.555.73
Stormwater Maintenance Fund	318,139.26	505.10	(110,000.00)	_	318,644.36	209,000.00	109,644.36
Trust and Agency Fund	925,423.82	3.000.00	13.705.55	2.094.90	940,034.47	782,740.60	157,293.87
Health Insurance Fund	1.330.585.62	2,039.24	146,738.36	252,485.94	1,226,877.28	1,045,000.00	181,877.28
Inmate Security Fund	18.045.12	58.00	140,700.00	202,400.54	18.103.12	1,040,000.00	18.103.12
Equitable Sharing Fund	3,617.07	-			3,617.07		3,617.07
Transportation Sales Tax Fund	1,924,012.32	135,206.43	(1,225,000.00)	776.81	833,441.94	770,455.27	62.986.67
Transportation Capital Projects Fund	622,845.17	155,200.45	1,300,000.00	770.01	1,922,845.17	110,455.21	1,922,845.17
Sales Tax Fund	1.915.001.49	293.824.80	(1.500,000.00)	12.198.60	696,627,69	664.248.69	32.379.00
Recreation Sales Tax Fund	230,514.29	78,453.58	(839.56)	77,651.04	230,477.27	50,000.00	180,477.27
Public Safety Sales Tax Fund	233,878,76	133,848,49	(366,727,25)	77,001.04	1,000.00	30,000.00	1,000.00
Fire Protection Sales Tax Fund	119,891.79	66,961.78	(183,520.57)	-	3,333.00	-	3,333.00
Capital Projects Construction Fund	2.431,587.15	00,961.76	(103,320.37)	798,473.69	1,633,113,46	1,590,000,00	43,113.46
Economic Dev. Reserve Fund	994,771.03	-	-	190,413.09	994,771.03	850,000.00	144,771.03
CDBG Grant Fund	44,103.35	-	-	-	44,103.35	000,000.00	44,771.03
	3,372.59	-	-	-	3,372.59	-	3,372.59
I-55 Corridor Special Alloc. Fund	3,312.59				3,312.59	-	3,312.59
TOTALS	41,737,895.55	2,816,759.86	0.00	5,239,988.08	39,440,117.33	28,965,826.42	10,474,290.91

Respectfully Submitted,

Angela Birk Angela Birk, City Clerk/Treasurer Cash on Hand 1,675.00 8,586,987.64 General Account Collectors Account 1,882,011.20 **Equitable Sharing Fund** 3,617.07

10,474,290.91 TOTAL



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

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MAYOR & BOARD OF ALDERMEN REGULAR MEETING

CITY OF JACKSON



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, July 21, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to set a Public Hearing for)
Monday, August 18, 2025, to Consider)
the Proposed 2025 Tax Rates)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to set a public hearing for Monday, August 18, 2025, at 6:00 p.m., to consider the proposed 2025 Parks and Recreation, General Revenue, Cemetery, and Band Tax Rates. Ayes-7; Nays-0; Absent-1.

Motion to Approve the Semi-Annual)	
Financial Statement, ending June 30,)	į
2025)	

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to approve the Semi-Annual Financial Statement, ending June 30, 2025. Ayes-7; Nays-0; Absent-1.

Motion to Record in the Minutes the)
Disposal of City Records which have)
Met their Retention Life)

Motion made by Alderman Reiminger, seconded by Alderman Stroder, to record in the minutes the disposal of City records which have met their retention life and were destroyed in compliance with the guidelines according to the Missouri Secretary of State's Record Retention Schedule, under RSMo 109.230(4). Ayes-7; Nays-0; Absent-1. The following records were disposed of by bulk shredding on July 16, 2025, by The Shred Truck:

RECORD DESCRIPTION: INCLUSIVE DATE

1099s	2004-2021
Accounts Payable Check Copies	2021
Accounts Payable Invoices	2021
Accounts Payable Reports	2021
Accounts Receivable Paid Invoices	2021
Hydrant Flow Testing Reports	2019
Hose Testing Reports	2019
Bank Deposit Tickets	1923 - 1934 and 2021
Bank Statements & Records	2021
Bank Depository Agreements & Securities Pledged	2021
Building Plans	1968 - 2014
Residential Plans and Permits	2020
Check Deposit Register	2021
City Treasurer's Monthly Reports	2021
Collector's Batch Lists	2022
Collector's Daily Reconciliation Postings & Reports	2022
Credit Card Receipts	2021
Female Employee Report	2019
Fuel Tickets, Transfer and Work Tickets	2021
G/L Posting Journal	2021
Inventory Sheets	2021
Investment Allocation Worksheets	2021
MIRMA Files	2019
Missouri Taxes Received	2021
MODES & Reports for CFS & Multiple Work Sites	2019
Monthly Journal Entries/Computer Worksheets	2021



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Paid Invoices	2021
Park Foundation Summaries	2021
Payroll Deductions and 941s	2019
Payroll Monthly Reports	2019
Payroll Reports, Taxes, Drug Testing, Insurance W/Hs	2019
Payroll-Sick Time, Garnishments, COBRA	2019
Public Information Requests	2021
Public Notice Records	2021
Purchase Orders	2021
Receipts – Building Permits, Park and Franchises	2021
Returned Checks	2021
Sales Tax Quarterly Reports	2021
Swimming Pool Receipts	2021
Utility Applications	2021
Utility Bill Postal Statements	2021
Utility Bill Stubs	2021
Utility Work Orders	2021
W-2s & W-3s and 1095Cs & 1094Cs	2019
Water Sold	2021
Workmen's Compensation	2019
W & L Deposit Account - Refunds	2021
Motion to Accept the 2025 Electric Utility)	

Motion to Accept the 2025 Electric Utility)
Rate Study Update, as prepared by
1898 & Co., a part of Burns & McDonnell)
Engineering Company, Inc., of Kansas
City, Missouri

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the 2025 Electric Utility Rate Study Update, as prepared by 1898 & Co., a part of Burns & McDonnell Engineering Company, Inc., of Kansas City, Missouri. Ayes-7; Nays-0; Absent-1.

Motion to Transfer a Special Use Permit)
Granted to McCombs Funeral Home,)
Inc., to Rollings Funeral Service, LLC)
d/b/a McCombs Funeral Home and)
Cremation Center, located at 640 West)
Independence Street

Motion made by Alderman Fraley, seconded by Alderman Unger, to transfer a Special Use Permit granted to McCombs Funeral Home, Inc., to Rollings Funeral Service, LLC d/b/a McCombs Funeral Home and Cremation Center, located at 640 West Independence Street. Ayes-7; Nays-0; Absent-1.

Motion to Approve Task Order
Authorization No. 25-06 to Dille Pollard
LLC, of Poplar Bluff, Missouri, relative to)
Providing architectural services under
The Jackson Civic Center Expansion
Project

)

Motion made by Alderman Fraley, seconded by Alderwoman Young, to approve Task Order Authorization No. 25-06, in the amount of \$15,000.00, to Dille Pollard LLC, of Poplar



City Clerk

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, July 21, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

O. AARKS.	MINUTES
Bluff, Missouri, relative to providing archite Expansion Project. Ayes-7; Nays-0; Abse	ectural services under the Jackson Civic Center nt-1.
Motion to Approve Task Order Authorization No. 25-07 to Bacon Farmer Workman Engineering & Testing, Inc., of) Cape Girardeau, Missouri, relative to Providing engineering services under The Swimming Pool Renovations Project)	
Order Authorization No. 25-07, in the amount Engineering & Testing, Inc., of Cape Giral	seconded by Alderman Unger, to approve Task bunt of \$14,000.00, to Bacon Farmer Workman rdeau, Missouri, relative to providing engineering vations Project. Ayes-7; Nays-0; Absent-1.
Motion to Lay on the Table a Bill Proposing an Ordinance approving the Rezoning of 312, 316, 320, and 324 North High Street, from R-4 District to C-3 District, as submitted by the City of Jackson, Missouri	
a Bill proposing an Ordinance approving t	seconded by Alderwoman Young, to lay on the table the rezoning of 312, 316, 320, and 324 North High strict to C-3 (Central Business) District, as submitted Nays-0; Absent-1.
Motion to Adjourn the Meeting)	
Meeting concluded at 6:25 P.M., of Alderman Unger, to adjourn the meeting.	on a motion made by Alderman Fraley, seconded by Ayes-7; Nays-0; Absent-1.
ATTEST:	Mayor



MEMO

To: Mayor and Board of Aldermen

From: Don Schuette

Date: Thursday, July 31, 2025

Re: Change Order #1 15 KV Circuit 21 Upgrade (MDR Construction Inc.)

Mayor and Board of Aldermen,

Please see the attached Change Order #1 for the 15 KV Circuit 21 Upgrade Project.

The attached change order is for additional time from the original contract completion dates. The reconstruction portion of the project is approximately 95% complete. The additional time requested is due to material delays for circuit protection apparatus. (Viper Recloser) As we are all becoming deeply aware, some materials are unbelievably difficult to obtain in a timely manner. No project cost increase is requested for this change order, just a time extension.

The contractor, MDR Construction Inc , has been very responsive and very diligent in their efforts to complete this portion of the project as quickly as possible. I recommend the requested extension be granted and approved.

Thank you for your consideration regarding this request, please let me know if you have additional questions or concerns.

Best regards,

Don Schuette

Director of Electric Utilities

101124 82084

CHANGE	ORDER No.	1

Project: 15kV Circuit #21 Upgrade

Owner: City of Jackson

Address: 101 Court Street, Jackson, MO 63755

Contractor: MDR Construction Inc.

Engineer/Architect: Allen & Hoshall, Inc.

Engineer/Architect's Project No.: 82084

You are directed to make the following changes in the Contract Documents.

Description: Change final completion date to December 23rd, 2025 due to material delay.

Purpose of Change Order: Viper Switch Delivery Delay

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Base Contract Price \$ Authorized Amendments \$ Original Contract Price \$	Original Contract Time July 17, 2025 days or date
Net Change from previous Change Orders No thru No	Net Change from previous Change Orders No1 thru No0days
Original Contract Price prior to this Change Order	Contract Time Prior to this Change Order July 17, 2025 days or date
Net Increase (Decrease) of this Change Order \$	Net Increase (Decrease) of this Change Order 159 days
Contract Price with all approved Change Orders Original Contract Price \$ Total Change Orders \$ Current Contract Price \$	Contract Time with all approved Change Orders December 23, 2025 days or date

RECOM	MENDED:	APPROVED:	APPROVED:
Ву:	Boldby Davidson	By:	By: bocusigned by: Levith Bangluman D58CBSED3187474.
	n & Hoshall, Inc. jineer/Architect	City of Jackson Owner	MDR Construction Inc. Contractor
Date:	7/22/2025	Date:	Date: 7/22/2025
		End of Document	

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

CC: Matt Winters, City Administrator

FROM: George L. Harris P. E., City Engineer

DATE: August 4, 2025

RE: Fire Station No. 1 Renovation Project- Change Order No. 5:

Extension of Contract Time- 90 Days

The proposed Change Order No. 5 extends the project final completion date by 90 days from August 4, 2025 to November 2, 2025. There is no additional cost associated with this time extension.

The time extension is in consideration of four (4) issues:

- 1. Repair damage to electronic systems caused by lightning.
- 2. Allow additional time to install the digital sign
- 3. Assure adequate time to complete roof work.
- 4. Allow landscaping work to be completed during more favorable weather conditions.

City staff recommends that the Mayor and Board of Aldermen approve the proposed Change Order No.5 for the Building Addition & Renovation of Jackson Fire Station #1 project to extend the completion date to November 2, 2025.

•

Change Order

No. 5

Date of Issuance: <u>07/29/2025</u>		Effective Date	:	
Project: Jackson Fire Station #1 Building Addition and Renovations	Owner: Ci	ty of Jackson	Owner's Contract N	o.: 24-35
Contract: General Contract			Date of Contract: 04	4/02/2024
Contractor: Penzel Construction Com	npany, Inc.		Engineer's Project N	No.: 22-273
The Contract Documents are modi	ified as follo	ows upon executio	n of this Change Or	der:
Description: Final completion date extended due t	o delivery d	late for new digital	sign extending past o	current contract.
Attachments (list documents suppo	orting chan	ge):		
CHANGE IN CONTRACT PI	RICE:	CHA	ANGE IN CONTRA	ACT TIMES:
Original Contract Price: \$		Substantial com	Times: Working with Working with the wor	
[Increase] [Decrease] from previously Change Orders No. 1 to No. 4:	approved	[Increase] [Decre No. <u>1</u> to No. 4:	ase] from previously	approved Change Orders
\$			pletion (days): payment (days):	
Contract Price prior to this Change C \$	order:	Substantial com	rior to this Change On pletion (date): payment (date):	06/03/2025
[Increase] [Decrease] of this Change \$	Order:	Substantial com	ase of this Change Capletion (days): payment (days):	90
Contract Price incorporating this Chan \$	ge Order:	Substantial com	vith all approved Chanpletion (date): payment (date):	09/01/2025
RECOMMENDED: By:	By:	PTED: wner (Authorized Signa	ture) Cor	PTED: Tracio Rotts ntractor (Authorized Signature) 7-29-2025



MEMO

To: Mayor Dwain Hahs and Members of the Board of Aldermen

From: Rodney Bollinger, Director of Administrative Services

Date: August 1, 2025

Re: Disposal of Stockpiled Brush Program

Back in July 2024, our contract with Herzog Excavating & Demolition, LLC, of Perryville, Missouri, was extended by the Mayor and Board of Aldermen to allow for the contractor to continue work on the Disposal of Stockpiled Brush Program through the end of 2025. The City's stockpiled brush is stored on the tract located behind Mondi on N. High St. (Highway 61) in the Jackson North Industrial Park.

While disposing of the previous pile of brush under Change Order 7, another pile accumulated during the month of July. This proposal is an additional fee to remove the newest brush from the site. Herzog's equipment is still on the tract and the City staff would like to clear the land of all brush before their crews demobilize.

With the contractor's good history of working with the City of Jackson on this program and reasonable fee for this additional work, I recommend to the Board of Aldermen that Change Order 8 be accepted.



City of Jackson

CHANGE ORDER

PROGRAM:	Disposal	of Stock	kpiled	Brush

DATE OF ISSUANCE: August 4, 2025

CHANGE ORDER NO.: 8

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

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

Missouri 63775

THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AS FOLLOWS:

This is an additional cost for the contractor remove a new pile of brush from the site accumulated between July 1 and July 31, 2025.

1	
Δ	
\wedge	

See Attachments

CHANGE IN CONTRACT TIME
Original Contract End Date:
December 31, 2023
Net Change from Previous Change Orders: 0 days
Contract End Date prior to this Change Order: December 31, 2025
Net Increase (Decrease) of this Change Order: 0 days
Contract End Date with all approve Change Orders: December 31, 2025

Recommended By:	Director of Administrative Services	7/31/2025 Date
Approved By:	Director of vicininastrative services	Bute
11	Mayor, City of Jackson	Date
Accepted By:	Authorized Representative	7/31/2025 Date

of the Contractor



Herzog Excavating & Demolition LLC

24 Green Meadows Ln.
Perryville, Missouri 63775
herzogexcavatingdemolition@gmail.com
(573) 768-1398

Estimate

Submitted on 07/30/2025

Estimate for

Project

Esitmate Expires

City of Jackson

Disposal of Stockpiled Brush Program 2025

none

101 Court Street

(Extra Brush Pile)

Jackson, Missouri 63755

Description

Total price

Remove and dispose of extra brush pile

\$4,800.00

Subtotal

\$4,800.00

Notes:

Thank you for your business!

Total \$4,800.00



City of Jackson

To: Mayor and Board of Aldermen

From: Angela Birk

Date: July 17, 2025

Re: Chapter 3 Section 3-212

City Attorney Curt Poore has prepared an amendment to Chapter 3, Article V, Division 2, Section 3-212 of the Code of Ordinances of the City of Jackson, Missouri, that currently assigns certain property assessment duties to the City Clerk in conjunction with the County Assessor; these assessment duties are no longer performed by the City Clerk and are instead performed by the elected County Assessor's Office for Cape Girardeau County, Missouri.

Please let me know if you have any questions.

BILL NO. 25-___

ORDINANCE NO. 25-___

AN ORDINANCE REPEALING SECTION 3-212 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO THE CITY CLERK'S DUTIES AS ASSESSOR; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Chapter 3, Article V, Division 2, Section 3-212 of the Code of Ordinances of the City of Jackson, Missouri, assigns certain property assessment duties to the City Clerk in conjunction with the County Assessor; and

WHEREAS, these assessment duties are no longer performed by the City Clerk and are instead performed by the elected County Assessor's Office for Cape Girardeau County, Missouri; and

WHEREAS, the Board of Aldermen finds it necessary to repeal Section 3-212 to reflect the current practice and eliminate outdated provisions.

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

Section 1. That Chapter 3, Article V, Division 2, Section 3-212 of the Code of Ordinances of the City of Jackson, Missouri, titled "Same—As assessor," is hereby repealed in its entirety.

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

	Section 4. That this ordinance shall take effect ar	nd be in force from and after its passage and
approv	roval.	
	Section 5. All ordinances or parts of ordinances is	in conflict herewith are hereby repealed.
	FIRST READING: August 4, 2025.	
	SECOND READING: August 4, 2025.	
	PASSED AND APPROVED this 4th day of Aug	gust, 2025, by a vote of ayes,
nays, _	s, abstentions and absent.	
	CITY O	OF JACKSON, MISSOURI
(SEAL	•	
		Mayor
ATTE	ΓEST:	
	City Clerk	



City of Jackson

To: Mayor and Board of Aldermen

From: Angela Birk

Date: July 17, 2025

Re: Chapter 3, Article IV, Division 2

City Attorney Curt Poore has prepared an amendment to Chapter 3, Article IV, Division 2, Elective Officers, in the Code of Ordinances; it is necessary to repeal the provisions under Chapter 3, Article IV, Division 2, and to amend the Code to place the City Collector under a new section for Appointive Officers to accurately reflect the appointed status of the office.

Please let me know if you have any questions.

BILL NO. 25-___

ORDINANCE NO. 25-

AN ORDINANCE REPEALING AND AMENDING PROVISIONS OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO THE CITY COLLECTOR; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, the City of Jackson, Missouri, has previously amended its Code of Ordinances to designate the City Collector as an appointed officer rather than an elected officer; and

WHEREAS, the provisions relating to the City Collector remain incorrectly placed under Chapter 3, Article IV, Division 2, Elective Officers, in the Code of Ordinances; and

WHEREAS, it is necessary to repeal the provisions under Chapter 3, Article IV, Division 2, and to amend the Code to place the City Collector under a new section for Appointive Officers to accurately reflect the appointed status of the office;

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

Section 1. Chapter 3, Article IV, Division 2, Sections 3-170 and 3-171 of the Code of Ordinances of the City of Jackson, Missouri, pertaining to the City Collector as an elective officer, are hereby repealed in their entirety.

Section 2. A new Chapter 3, Article V, Division 5, is hereby created in the Code of Ordinances of the City of Jackson, Missouri, and shall include the following provisions:

"DIVISION V. - CITY COLLECTOR

Sec. 3-250. - Appointment of City Collector; Term; Removal. There is hereby created the office of city collector, who shall be appointed by the mayor with the consent and approval of the majority of the members of the board of aldermen. The city collector may be removed from office at any time by the mayor with the approval of a majority of the members elected to the board of aldermen.

Sec. 3-251. - Duties; Collection; Reports.

- (a) **Duties.** It shall be the duty of the city collector to pay into the treasury no less than monthly all monies received by the city collector from all sources which may be levied by law or ordinance and to collect all licenses of every description authorized by law to be collected.
- (b) **Daily Deposit of Collections.** All collections made by the city collector shall be deposited daily in a bank designated by the board of aldermen in an account entitled "The City of Jackson, Missouri."
- (c) Monthly Report to Board of Aldermen; Form and Contents of Report. The city collector shall make a report to the board of aldermen each month reporting the total amount collected on water, light, and sewer bills, taxes, licenses, and all other collections made by the city collector. There shall be a cash reconciliation of the city collector's accounts presented with the report as of the last business day of the preceding month for which the city collector's report is made. The form of the report shall be as designated from time to time by the board of aldermen.
- (d) **Annual Report to Board of Aldermen.** The city collector shall make an annual report of collections and receipts of the city collector, which shall be made to the board of aldermen not later than the second regular meeting in the month of January of each year.

Secs. 3-252 - 3-259. - Reserved."

Section 3. 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 4. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

3

FIRST READING: August 4, 2025.	
SECOND READING: August 4, 2025.	
PASSED AND APPROVED this 4th d	ay of August, 2025, by a vote of ayes,
nays, abstentions and absent.	
	CITY OF JACKSON, MISSOURI
(SEAL)	BY:
	Mayor
ATTEST:	
City Clerk	

MEMO



TO: Mayor Hahs and Members of the Board of Aldermen

FROM: Larry Miller, Building & Planning Manager

DATE: August 1, 2025

SUBJECT: Bill Proposing an Ordinance Approving the Rezoning of

312, 316, 320, and 324 North High Street from R-4 (General

Residential) to C-3 (Central Business)

The City of Jackson is proposing rezoning properties at 312, 316, 320, and 324 North High Street from R-4 (General Residential) District to C-3 (Central Business) District. This was discussed during the study session at the June 16, 2025, meeting.

The Planning & Zoning Commission reviewed the request and recommended approval at its June meeting, finding the rezoning consistent with the City's comprehensive plan and supportive of continued downtown redevelopment. Following the P&Z recommendation, a public hearing was held at the Board of Aldermen meeting on July 21, 2025, according to the City Code and state law.

Attached for your consideration is a Bill proposing an Ordinance to approve the rezoning of the above-listed properties. If approved, this action will bring the parcels into the C-3 District and support their future commercial or mixed-use redevelopment.

The vote on the bill was tabled during the July 21, 2025, board meeting. It requires a majority vote of five (5) members for approval.

1

AN ORDINANCE AMENDING THE "OFFICIAL ZONING DISTRICT MAP" OF THE CITY OF JACKSON, MISSOURI, AS ADOPTED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI; SAID AMENDMENT IS IN ORDER TO RECLASSIFY CERTAIN DESCRIBED AREAS OF THE CITY OF JACKSON, MISSOURI, FROM R-4 TO C-3, ALL IN ACCORDANCE WITH THE AUTHORITY GRANTED TO THE BOARD OF ALDERMEN BY VIRTUE OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, the City of Jackson, Missouri, owner of certain tracts of land herein referred to, has heretofore submitted to the City Planning and Zoning Commission for its consideration the rezoning of certain tracts located in the City of Jackson, Missouri, said properties being described as 312, 316, 320, and 324 North High Street all located within the city limits as set out in Exhibit A which is attached hereto and incorporated herein as if fully set forth; and,

WHEREAS, the City Planning and Zoning Commission has heretofore reported to the Board of Aldermen that it approved the requested zoning change; and,

WHEREAS, the City Planning and Zoning Commission and the Board of Aldermen have heretofore complied with all of the provisions of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, the Board of Aldermen believes it is in the best interest of the citizens of the City of Jackson, Missouri, to rezone the aforesaid areas as requested by the applicant.

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

Section 1. That the Zoning Ordinance and the accompanying "Official Zoning District Map" of the City of Jackson, Missouri, are hereby amended insofar as they relate to the properties described on Exhibit A which is attached hereto and incorporated herein as if fully set forth; that said properties are hereby rezoned from R-4 General Residential to C-3 Central Business District.

2

Section 2. That the application for rezoning as submitted by the owner is attached hereto, marked Exhibit A and incorporated herein as if fully set forth.

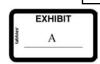
Section 3. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to amend the "Official Zoning District Map" of the City of Jackson, Missouri, and to certify same and to keep said map on file in the office of the City Clerk and an updated copy shall be placed at City Hall, City of Jackson, Missouri.

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

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

FIRST READING: August 4, 2025.	
SECOND READING: August 4, 2025	•
PASSED AND APPROVED this 4th d	ay of August, 2025, by a vote of ayes, nays,
abstentions and absent.	
	CITY OF JACKSON, MISSOURI
(SEAL)	
	BY:
	Mayor
ATTEST:	

City Clerk





Applicant: City of Jackson

Filing Date of Application/Fee: June 2, 2025

following findings of fact and conclusions:

Submission Date of Application to Commission: June 11, 2025

City of Jackson

CITY OF JACKSON, MISSOURI PLANNING & ZONING COMMISSION SPECIAL USE PERMIT: FINDINGS AND CONCLUSIONS

The Planning & Zoning Commission of Jackson, Missouri, hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on June 11, 2025, at a regular meeting in consideration of the following:

Request for rezoning of 324, 320, 316, and 312 N High St from R-4 General Residential District to C-3 Central Business District submitted by the City of Jackson.

In ex	camining this consideration, the following factors were consid:	idered and fo	ound as
Administrative Staff Findings:		Yes/	No
1.	Application provided all necessary information:	_X	
2.	Generally conforms with City Comprehensive Plan:	_X_	2
3.	Generally conforms with Major Street Plan:	_X_	-
Planning & Zoning Commission Findings:			
Plan	ning & Zoning Commission Findings:	Yes	/No
Plan	ning & Zoning Commission Findings: Creates adverse effects on adjacent property:	Yes	/ <u>No</u>
1.		Yes	/No X X
1. 2.	Creates adverse effects on adjacent property:	Yes	/No X X
	Creates adverse effects on adjacent property: Creates adverse effects on traffic movement or safety:	Yes	/No X X X

& Zoning Commission duly deliberated the facts pertaining to the proposal and issued the

THE ABOVE APPLICATION IS:	
Approved Disapproved Approved with conditions specifie	d below
By a roll call of <u>b</u> ayes, <u>0</u> nays, <u>0</u>	abstentions, and <u>3</u> absent this <u>11th</u> day of
CITY OF JACKSON, MISSOURI Harry Dryer, Chairman	ATTEST:
Tony Koeller, Secretary	Larry Miller,
Russ Wiley, Member Heather Harrison, Member Tina Weber, Member Angelia Thomas, Member	Building & Planning Manager
Michelle Weber, Member	-



REZONING / SPECIAL USE PERMIT APPLICATION City of Jackson, Missouri

APPLICATION DATE: Jur	ne 2, 2025		
TYPE OF APPLICATION:	Rezoning Special Use Permit		
PROPERTY ADDRESS (C	Other description of location if not addressed):		
312, 316, 320, and	324 N High Street		
CURRENT PROPERTY O			
	WNERS (all legal property owners as listed on current deed, including trusts, LLCs, etc): City of Jackson		
Property Owner Name(s):	Court St		
Mailing Address:			
City, State ZIP:	ckson, MO 63755		
	OWNERS (if property is to be transferred, name(s) in which property will be deeded):		
Proposed Property Owner	s):		
Mailing Address:			
City, State, ZIP			
CONTACT PERSON HAN Contact Name:	DLING APPLICATION: Larry Miller		
Mailing Address:	101 Court St		
City, State ZIP	Jackson, MO 63755		
Contact's Phone:	(573) 243-2300		
Email Address (if used):	lmiller@jacksonmo.org		
R-1 (Single- R-2 (Single- R-3 (One- A R-4 (General MH-1 (Mobil	heck all that apply) Family Residential) Family Residential) C-2 (General Commercial) nd Two-Family Residential) C-3 (Central Business) al Residential) C-4 (Planned Commercial) e Home Park) ional Office) I-1 (Light Industrial) ional Office) I-2 (Heavy Industrial Park)		

□ R-1 (Single-Family Residential) □ C-1 (Local Commercial) □ R-2 (Single-Family Residential) □ C-2 (General Commercial) □ R-3 (One- And Two-Family Residential) □ C-3 (Central Business) □ R-4 (General Residential) □ C-4 (Planned Commercial) □ MH-1 (Mobile Home Park) □ I-1 (Light Industrial) □ O-1 (Professional Office) □ I-2 (Heavy Industrial)
R-2 (Single-Family Residential)
CO-1 (Enhanced Commercial Overlay) LI-3 (Planned Industrial Park)
PROPOSED USE OF PROPERTY: Parking Lot
LEGAL DESCRIPTION OF TRACT (attach a copy of the deed or other legal description): REASON FOR REQUEST: State the reason(s) why you believe the requested use will be beneficial to the
neighborhood and the City of Jackson. Attach additional page(s) as needed.
These properties are located immediately adjacent to the Uptown commercial (Historic) district and are surrounded
by commercial and residential uses. Rezoning to C-3 will bring these parcels into alignment with the character
and zoning of the area, supporting long-term land use planning. Rezoning to C-3 allows for
future improvements that support the needs of the Uptown district, including potential enhancements to public
access and circulation. This change is intended to encourage continued investment and activity in the core
of the City.

DRAWINGS (FOR SPECIAL USE PERMITS ONLY): If one or more buildings or other structures are to be added to the property for a special use permit, attach a scaled plat of the tract(s) showing the location of all buildings. If any buildings are to be less than the standard minimum setbacks, include these distances on the drawing. Any approved special use permit will be based on this building layout. Changes to the layout will require a new special use permit.

SURROUNDING PROPERTY OWNERS: A map of the property location and a map and list of all owners of property within 185' of the property in question will be incorporated by the City as part of this application. The 185' distance is exclusive of right-of-ways. The City will prepare this map based on the most current tax information published by the Cape Girardeau County Assessor.

4

OWNER SIGNATURES:

I state upon my oath that all of the information contained in this application is true. (Signatures of all persons listed on the current property deed and the authorized signer(s) for any owning corporation or trust.)

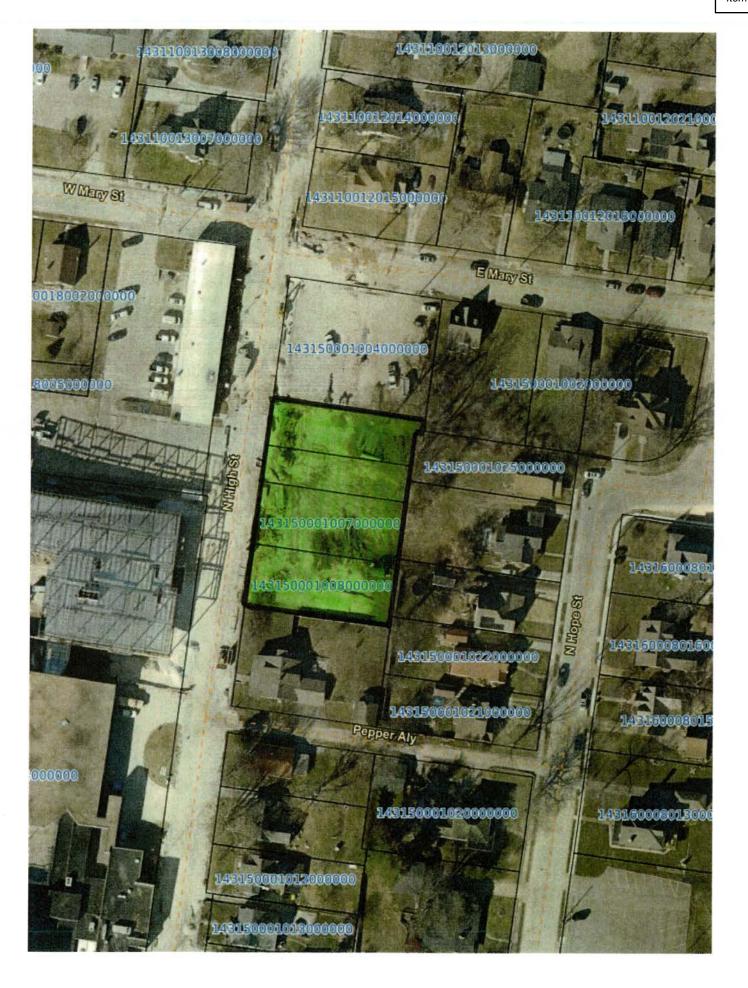
Building + Planning Manager

Please submit this application along with appropriate non-refundable application fee to:

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

573-243-2300 ext.2029 (ph) 573-243-3322 (fax) permits@jacksonmo.org

APPLICATION FEE: \$200.00





Property Owners Within 185' Map

June 24, 2025

eRecorded DOCUMENT # 2025-04432

ANDREW DAVID BLATTNER RECORDER OF DEEDS **CAPE GIRARDEAU COUNTY, MO eRECORDED ON** 06/10/2025 09:08:48 AM

REC FEE: 36.00 PAGES: 5

CCO FORM: RW01

Approved:

06/93 (TLP)

Revised:

03/23 (JDS)

Modified:

COUNTY: Cape Girardeau

ROUTE: 61

PROJECT:

J9P3735

FED. PROJECT: N/A

01-02-03-04

PARCEL:

SE1040

QUITCLAIM DEED

THIS INDENTURE, made this State of Missouri, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, 105 W. Capitol Avenue, Jefferson City, Missouri 65102, (hereinafter, "Grantor") and The City of Jackson, 101 Court Street Jackson, MO 63755 of the County of Cape Girardau, State of Missouri, (hereinafter, "Grantee").

WITNESSETH: In consideration of the payment of the sum of One and NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the Grantee a tract of land, lying situated and being in the County of Cape Girardeau, State of Missouri, and described as follows:

That part of grantor's land lying in US Survey No. 2250, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County and more particularly described in Exhibit A attached hereto.

Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed. along with the right of ingress and egress across the land herein conveyed to and from those utilities.

Grantee by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns: to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property; to grant the current and subsequent owners of those facilities the right to maintain, reconstruct, increase, remove or alter the facilities and their appurtenances on, over, under and across the land herein conveyed; to permit the utility facility owners to trim and remove trees and vegetation inconsistent with or detrimental to the utility facilities or the safety of persons and property; to grant the utility facility owner the right of ingress and egress across the land herein conveyed to and from those utilities.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said Grantee, its heirs and assigns forever.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first written above.

MISSOURI HIGHWAYS AND

TRANSPORTATION COMMISSION

ATTES1

Secretary to the Commission

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI)
COUNTY OF COLE) ss
On this day of MM, 2025, before me appeared say that he/she is the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said World Erdman acknowledged said instrument to be the free act and deed of said Commission.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.
Susa Marie Gerling Notary Public [Place SEAL under signature]
LISA MARIE GERLING NOTARY PUBLIC - NOTARY SEAL STATE OF MISSOURI COMMISSIONED FOR COLE COUNTY MY COMMISSION EXPIRES JUN. 28, 2025 ID #21861173
My Commission Expires: 6 28 2025

That part of grantor's land lying in US Survey No. 2250, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, Missouri, lying on the Easterly or left side of hereinafter-described Rte. 61 surveyed centerline, to wit:

A tract of land lying within the following described tract: Commencing at Station 870+71.76 on the hereinafter described Rte. 61 surveyed centerline; thence Easterly to a point 26.65 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+71.76, said point being the Point of Beginning; thence Easterly to a point 33.00 feet East of and at a right angle to Rte. 61 surveyed centerline Station 870+71.78; thence Easterly to a point 180.15 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+72.23; thence Southerly to a point 180.19 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+82.23; thence Westerly to a point 173.19 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+82.21; thence Southerly to a point 174.04 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 172+72.21; thence Westerly to a point 31.8 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 872+71.8; thence Westerly to a point 26.76 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 872+71.76; thence Northerly to the Point of Beginning.

The above-described land contains 0.67 acre of grantors land, more or less.

The Route 61 surveyed centerline from Station 845+65.00 to Station 881+43.69 is described as follows:

Commencing from the Northeast Corner of USP Survey 218, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, as shown in Document No. 2014-04287; thence S4°10′10″E a distance of 3,049 feet to the Rte. 61 surveyed centerline PT Station 850+76.47 also being the Point of Beginning; thence S9°03′48″E a distance of 413.01 feet to the Rte. 61

Title (name or identification of project)	County	County				
SE1040 – City of Jackson Excess	Cape	Cape Girardeau				MINIMUM III
J9P3735 - Tr's 01 - 02 - 03 - 04	City (ii	f applicable)		State	WIN OF MISSING
	Jacks	on			MO	The same of the sa
	Date Pr	epared		Shee	et .	SAT BOVEN ANES TO S
Licensee Name (sole proprietor, partnership, corporation, LLC, or government)	03/31/2	2025	1	of	2	FERGUSON TO THE
Missouri Department of Transportation	Profess	sional Surv	eyor N	ame	(print)	PLS-2004017828 5
Тмдрот 105 West Capital	Bryan	J. Fergu	son			1 ゆの 多
Jefferson City, Missouri 65102	Discipli	ne				Manage Comment of the
888 ASK MODOT (888) 275-6636	Profes	sional L	and S	urve	eyor	NOW THE STATE OF T
	License	or Certific	ate of A	Autho	rity No.	White Daniel
	MO#	200401	7828			
Professional Surveyor (Signature)		Date				
13/16		31 n	1SK	23	_	Only the following description contained in this "EXHIBIT" is authenticated by this seal.

surveyed centerline PC Station 854+89.48; thence along the arc of a 5°00'00.0" curve to the right a distance of 326.23 feet to the Rte. 61 surveyed centerline PT Station 858+15.71, said curve having a radius of 1,145.92 feet and a deflection angle of 16°18′42.0"; thence S7°14′54"W a distance of 941.88 feet to the Rte. 61 surveyed centerline PC Station 867+57.59; thence along the arc of a 1°30'00.0" curve to the right a distance of 151.40 feet to the Rte. 61 surveyed centerline PRC Station 869+08.99, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16′15.5"; thence along the arc of a 1°30'00.0" curve to the left a distance of 151.40 feet to the Rte. 61 surveyed centerline PT Station 870+60.39, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16′15.5"; thence S7°14′54"W a distance of 659.48 feet to the Rte. 61 surveyed centerline PC Station 877+19.87; thence along the arc of a 114°35'29.6" curve to the left a distance of 78.57 feet to the Rte. 61 surveyed centerline PT Station 877+98.44, said curve having a radius of 50.00 feet and a deflection angle of 90°01′54.0"; thence S82°47′00"E a distance of 249.69 feet to the Rte. 61 surveyed centerline PC Station 880+48.13; thence along the arc of a 114°35′29.6" curve to the right a distance of 78.69 feet, said curve having a radius of 50.00 feet and a deflection angle of 90°10'00.0" to the Rte. 61 surveyed centerline PT Station 881+26.82, said point being \$1°04'38"W a distance of 224 feet from the Northeast Corner of Lot 25 of the Original Town of Jackson in Township 31 North, Range 12 East of the Fifth Principal Meridian, said corner being marked by a 1/2" rebar as accepted by B. Ferguson PLS 2004017828; thence S7°23'00"W a distance of 16.87 feet to the Rte. 61 surveyed centerline Station 881+43.69 and there terminating. The Rte. 61 surveyed centerline also extends from the Rte. 61 surveyed centerline PT Station 850+76.47; thence along the arc of a 5°00'00.0" curve to the right a distance of 771.86 feet, said curve having a radius of 1,145.92 feet, a deflection angle of 38°35'34.8" and a back tangent of N9°03′48″W to the Rte. 61 surveyed centerline PC Station 843+04.61 and there terminating.

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: July 24, 2025

RE: 2025 Concrete Pavement Improvement Program

Attached is the tabulation from the 2025 Concrete Pavement Improvement Program bids opened July 8th. I recommend accepting both the base and alternate bids of Lappe Cement Finishing for a total of \$348,420.56.

Also attached is the associated contract for this project which I request be authorized for the Mayor to sign on behalf of the City.

CITY OF JACKSON

2025 Concrete Pavement Improvement Program PROPOSAL DUE DATE: July 8, 2025, 10:00 a.m.

TABULATION SHEET

CONTRACTOR		Base Bid	Alternate #1	Addendum Included		TOTAL BID	BID BOND Y/N
Fronabarger Concreters, Inc	\$	377,277.10	\$ 8,399.70	Υ	\$	385,676.80	Υ
Lappe Cement Finishing, Inc	\$	342,571.88	\$ 5,848.68	Υ	\$	348,420.56	Y
Kluesner Construction, Inc	\$	348,039.01	\$ 8,710.80	Υ	\$	356,749.81	Y
Mike Light Cement Finishing Inc	\$	344,403.07	\$ 6,844.20	Υ	\$	351,247.27	Y
	: - 						
					+		

Signed by witness: Length Sandar

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 LAPPE CEMENT FINISHING, INC., OF FRIEDHEIM, MISSOURI, RELATIVE TO 2025 ANNUAL CONCRETE PAVEMENT IMPROVEMENT PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract 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 **Lappe Cement Finishing, Inc., of Friedheim, 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

2

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: August 4, 2025.

SECOND READING: August 4, 2025.

PASSED AND APPROVED this 4th day of August, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: ______

ATTEST: Mayor

City Clerk

SECTION IV - CONTRACT AGREEMENT

	, 2025,
-	and between the <i>CITY OF JACKSON</i> , <i>MISSOURI</i> , Owner of the Project, hereinafter referred to as ity ", and
	LAPPE CEMENT FINISHING, INC
hei	reinafter referred to as "Contractor," in connection with that work or improvement known as
	2025 Concrete Pavement Improvement Program
to 1	be constructed for the City located at: <u>Various Locations</u> .
has	HEREAS , the City has selected the aforesaid Contractor for the Project and by Ordinance No awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor ed <u>July 8, 2025</u> , a copy of which is incorporated herein.
	NOW, THEREFORE, the parties agree as follows:
A.	The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
В.	The Contractor shall perform the Work in compliance with the Contract Documents.
C.	The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
D.	The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
E.	The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of
	\$348,420.56
	(figures)
	Three hundred forty-eight thousand four hundred twenty dollars & 56 cents
	(words)

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

retention, and liquidated damages are fully set forth in the Contract Documents.

	CITY:
	City of Jackson, Missouri
	Dwain Hahs, Mayor
ATTEST:	
Angela Birk, City Clerk	Address: 101 Court Street Jackson, Missouri 63755 CONTRACTOR:
	Contractor Name
	Signature
	Printed Name
	Title
ATTEST:	
Signature	
Printed Name	
Title	
	Address:

SECTION II - BID FORM

1. Bid Recipient

Sealed bids will be received by the Office of the City Clerk until

10 A.M. Local Time on Tuesday, July 8, 2025,

at which time and place they will be publicly opened and read aloud. No bids will be accepted after this time, and no electronic or facsimile submittals will be accepted.

This Bid shall be submitted to:

The Office of the City Clerk

Attn: 2024 Concrete Pavement Improvement Program

City Hall – 101 Court Street

Jackson, Missouri 63755

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Contract Documents to perform all Work specified or indicated in the Contract Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. Bidder's Acknowledgements

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that the Bidder may agree to in writing upon request of Owner.

3. Bidder's Representations

In submitting this Bid, Bidder represents that:

1.	Bidder has examined and carefully studied the Bid Documents, and any data and reference items
	identified in the Bid Documents, and hereby acknowledges the receipt of the following Addenda:

Addendum No.	Addendum, Date
#1	June 16th, 2025

- 2. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- 3. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

2025 CONCRETE PAVEMENT IMPROVEMENT PROGRAM

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- 4. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- 5. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bid Documents; and any Site-related reports and drawings identified in the Bid Documents, with respect to the effect of such information, observations, and documents on the cost, progress, and performance of the Work, the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, and Bidder's safety precautions and programs.
- 6. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price Bid and within the times required, and in accordance with the other terms and conditions of the Bid Documents.
- 7. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bid Documents.
- 8. Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bid Documents, and confirms that the written resolution thereof by project Manager is acceptable to Bidder.
- 9. The Bid Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- 10. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bid Documents.

4. Bidder's Certification

Bidder certifies that:

- 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- 3. Bidder has not solicited or induced any individual or entity to refrain from Bid; and

- 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the Bid process;
 - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Bid process to the detriment of Owner, (b) to establish Bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - iii. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bid process or affect the execution of the Contract.

5. Basis of Bid

Bidder will complete the Work in accordance with the Contract Documents for the following price(s): Bidder acknowledges that each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item and that estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids. Final payment for all unit price Bid items will be based on actual quantities determined as provided in the Contract Documents.

6. Time of Completion

Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment on or before the dates within the number of calendar days indicated in the Agreement. Bidder accepts the provision of the Agreement as to liquidated damages.

7. Bid Security

A Bid Security in the form of a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount is required to be submitted with the bid. The company listed on the Bid Security must be the same as the company listed as "Bidder" in Section 9 of the Bid Form.

8. Attachments to this Bid

The following documents shall be submitted with, and made a condition of, this Bid:

A. A Bid Security: a bid bond, certified check, or cashier's check for an amount not less than five percent (5%) of the bid amount. The company listed on the Bid Security must be the same as the company listed as "Bidder" in Section 9 of the Bid Form.

List of Proposed Major Subcontractors, if applicable.

9.	Bid Submittal
Bio	dder: Lappe Cement Finishing, Inc.
Ву	: Kan Tayle Attest: Jun Meyon (signature)
N	Randy J. Lappe Jan H. Mezo (print)
3.0	President Secretary (title)
No	te: If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach Sevidence of authority to sign.
.Da	te of Bid Submittal: Tuly 8th, 2025
- 3	dress for giving notices:
<u>2</u>	710 County Road 413
F	riedheim Mo 63747
Ph	one (573) 547-5713 Email: lappe cement accilink.net
Co	ntact: Randy Lappe Bidder's License No.:

BID PROPOSAL

2025 Concrete Pavement Program

Submitted By:

Lappe Cement Finishing, Inc.

BASE PROPOSAL

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
101	Concrete Panels	2649.13	SY	100.00	264,913.00
102	Concrete Panels – high early	746.72	SY	104.00	77,658.88
103	Conc. ADA Sidewalk (As Needed)		SY	86.00	
104	Conc. Curb & Gutter (As Needed)		LF	50.00	
105	Add. Subgrade Material (As Needed)		CY	50.00	

TOTAL BID PRICE:

<u>\$342,571.88</u>

(figures)

Three hundred forty-two thousand, give hundred seventy-one dollars + 8/100-

ALTERNATE #1

ITEM	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL PRICE
201	Concrete Panels – high early	62.22	SY	94.00	5,848.68

TOTAL ALTERNATE PRICE:

\$5,848.68

Dive thousand eight hundred forty-reight dollars + 68/100~

10. <u>List of Major Subcontractors</u>

The names of major Subcontractors to be used for this Work shall be entered in the spaces provided below. Upon award of a contract, the named Subcontractors shall be used, without exception, other than as defined in these Bid Documents.

Any substitution of named Subcontractors shall be subject to concurrence of the Owner and shall be confirmed by Change Order. Failure to furnish all information requested in this listing may be cause for Bid rejection.

	Area of Work	Name of Subcontractor (state "None" if Bidder will complete work)
1.		"None"
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

(if applicable)

Bid Bond

Any reference to Bidder, Surety, Owne	r, or other party shall be consider	red plural where applicable.
BIDDER (Name and Address):		
SURETY (Name and Address of Princi	ipal Place of Business):	
OWNER (Name and Address):		
BID Description (Project Name – Includ	de Location):	
BOND Bond Number:		
Date:		
Penal Sum:	(words)	(figures)
Surety and Bidder, intending to be legathis Bid Bond to be duly executed by a	ally bound herby, subject to the to an authorized officer, agent, or re	erms set forth below, do each cause presentative.
BIDDER	SURETY	
Bidder's Name and Corporate Seal	Surety's Name an	d Corporate Seal
Ву:	By:	
Signature	Signature (At	tach Power of Attorney)
Print Name	Print Name	
Title	Title	
Attest:	Attest:	
Signature	Signature	
Title	Title	

2025 CONCRETE PAVEMENT IMPROVEMENT PROGRAM

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Note: Addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint ventures, if necessary.

- 1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
- 2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
- 3. This obligation shall be null and void if:
 - a. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - b. All Bids are rejected by Owner, or
 - c. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
- 4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
- 5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
- 6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
- 7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
- 8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
- 9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
- 10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
- 11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.
- 12. Modifications to this Bond:
 - a. SRF/Title 31 U.S.C Sec. 9304-9308 required statement: IMPORTANT-Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.



118 Second Avenue SE, PO Box 73909 Cedar Rapids, Iowa 52407-3909 319-399-5700 (A Stock Company)

BID	D BOND
KNOW ALL BY THESE PRESENTS, that we LAPPE CEMENT FINISHING, INC.	
2710 COUNTY ROAD 413, FRIEDHEIM, MO 637477468 as Principal, hereinafter called the Principal, and the UNITE organized under the laws of the State of IOWA, as Surety, h City of Jackson	ED FIRE & CASUALTY COMPANY, a corporation duly hereinafter called the Surety, are held and firmly bound unto
101 Court S, Jackson, MO 63755	
as Obligee, hereinafter called the Obligee, in the sum of Five	ive and 00/100 Percent of the Bid Amount
	which sum well and truly to be made, the said principal and the rators, successors and assigns, jointly and severally, firmly by
WHEREAS, the Principal has submitted a bid for	
2025 Concrete Pavement Improvement Program	·
the Obligee in accordance with the terms of such bid, and contract documents with good and sufficient surety for the payment of labor and material furnished in the prosecution such contract and give such bond or bonds, if the Princip penalty hereof between the amount specified in said bid and	of the Principal and the Principal shall enter into a contract with a give such bond or bonds as may be specified in the bidding or the faithful performance of such contract and for the prompt on thereof, or in the event of the failure of the Principal to enter cipal shall pay to the Obligee the difference not to exceed the and such larger amount for which the Obligee may in good faith by said bid, then this obligation shall be null and void, otherwise
Signed and sealed this23rd day ofJune	<u>,20 25 </u> .
	LAPPE CEMENT FINISHING, INC.
Melissa L'Hoyder	By Randham (Seal) President (TITLE)
V nlagge	UNITED FIRE & CASUALTY COMPANY (SURETY)

CONT 0001 0899



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS IA RODDINGE. UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX

City of Jackson 101 Court S, Jackson, MO 63755

FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES CACERTIFIED COPY OF POWER OF ATTORNEY
(original on file at Home Office of Company – See Certification)

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

RACHEL NASH, JULIA NELSON, TERINA DILLAHAY, NATASHA UHL, RACHEL EMMENDORFER, EACH INDIVIDUALLY

FIDELITY & SURETY

UNITED FIRE GROUP FIDELITY & SURETY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$20,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed. The Authority hereby granted shall expire October 19th, 2025.

UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

"Article VI - Surety Bonds and Undertakings"

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

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 20th day of June , 2025 .







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

By: Lyan M. Saylor

State of Iowa, County of Linn, ss:

Vice President

On this 20fth? days of June , 2025 before the personally came Kyanna M. Saylor to me known, who being by me dully sworn, did depose and say, that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A, Jones lowa Notarial Seal Commission number 173041 My Commission Expires 04/23/2027 Judate & January

Notary Public

My commission expires: 04/23/2027

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

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations. this 23td day of June 2.7 2.2 2.25.







By: Mary A Bortsch

Assistant Secretary, UF&C, UF&I & FPIC

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



11200

Bid Enclosed:

- City of Jackson
- 2025 Annual Concrete Pavement Improvement Program

Received M. Received M. All Brown Sicon Mr. Si

MEMO



TO: Mayor Hahs and Members of the Board of Aldermen

FROM: Larry Miller, Building & Planning Manager

DATE: August 1, 2025

SUBJECT: Bill Proposing an Ordinance Approving the Final Plat of

Goggin Subdivision No. 1

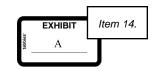
The City of Jackson received a request from James and Belinda Goggin for approval of the Final Plat of Goggin Subdivision No. 1. The Planning & Zoning Commission reviewed this plat on July 9, 2025, and recommended approval of the subdivision along with the requested variances. The request was discussed at the July 21, 2025, Board of Aldermen meeting during the study session.

As part of the subdivision approval process, the following three variances were requested and approved:

- Variance 1: Allow the subdivision to be processed as a minor subdivision with the creation of one additional lot, avoiding the major subdivision classification under Chapter 57 of the Jackson Code of Ordinances.
- Variance 2: Permit Lots 3, 4, and 5 to be created without direct public street frontage. Due to the location of existing buildings dating back to the 1980s, a 20-foot ingress/egress easement was dedicated to serve these lots.
- Variance 3: Allow the existing shared water service line to remain for Lots 2, 3, 4, and 5, granting relief from the subdivision regulation that typically requires separate water tap connections for each lot.

Attached is a Bill proposing an Ordinance to approve the Final Plat of Goggin Subdivision No. 1, incorporating these three variances. Upon adoption, the plat will be filed with the Recorder of Deeds.

Since variances are requested, the board will need a supermajority of six (6) votes for approval.





SUBDIVISION APPLICATION FORM City of Jackson, Missouri

NAME OF SUBDIVISION:Goggin Subdivision No. 1	
DATE OF APPLICATION: May 5, 2025	
PROPERTY OWNERS: (all legal property owners exactly as listed on the deed) Names, Addresses & Phone #s: James & Belinda Goggin 4580 State Hwy W Cape Girardeau, Mo 63701 573-270-7766	
CONTACT PERSON HANDLING APPLICATION:	
Contact's Name: Ryan Brase	
Contact's Mailing Address: 2121 Megan Dr Cape Girardeau, Mo 63701	
Contact's Phone: <u>573-339-5900</u>	
ENGINEER / SURVEYOR:	
Company Name, Addresses & Phone #: Bowen Engineering & Surveying 2121 Megan Dr Cape Girardeau, MO 63701 573-339-5900	
TYPE OF SUBDIVISION APPLICATION: (check all applicable items)	
Preliminary plat approval	
Minor subdivision approval Re-subdivision plat approval	
LEGAL DESCRIPTION OF TRACT: (attach separate page if necessary)	
ZONING: Indicate the current zoning district classification of the entire tract to be developed (circle all that apply):	
R-1 Single Family Residential R-2 Single Family Residential R-3 One and Two Family Residential R-4 General Residential MH-1 Mobile Home Park CO-1 Enhanced Commercial Overlay C-1 Local Commercial General Commercial C-2 General Commercial C-3 Central Business District C-4 Planned Commercial District CO-1 Enhanced Commercial Overlay I-1 Light Industrial I-2 Heavy Industrial I-3 Planned Industrial Park	
Will a rezoning or a special use permit request be submitted in conjunction with the proposed development? YES NO V	

OWNERS' SIGNATURES:

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

Same Baggin

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

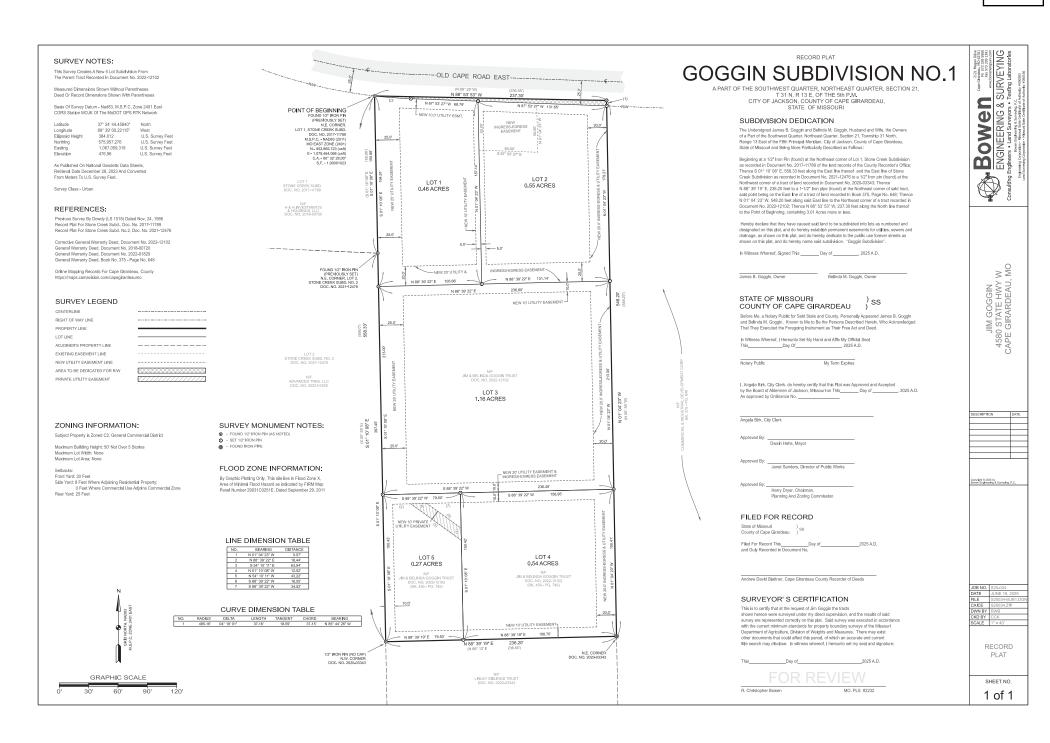
Building & Planning Superintendent City of Jackson 101 Court Street Jackson, MO 63755

Ph: 573-243-2300 ext. 😓 🗝

Fax: 573-243-3322

Email: permits @jacksonmo.org







July 9, 2025

Attn:

Mr. Larry Miller

Building and Planning Manager

City of Jackson 101 Court Street Jackson, MO 63755

Re:

Request for a Variance Goggin Subdivision No. 1

Mr. Miller:

Request 1)

To avoid a major subdivision classification as stated in the City's Land Subdivision Regulations (Chapter 57 of the Jackson Code of Ordinances) the owner respectfully requests the allowance of the minor subdivision be allowed with the One additional Lot be approved.

Request 2)

Lots 3, 4 & 5 do not have frontage on a public street mainly due to the location of the existing buildings on said Lots date back to the 1980's. The creation of Goggin Subdivision No. 1, a new 20 feet wide ingress-egress easement will be to benefit said Lots 3, 4 & 5. The owner is respectfully requesting this variance be approved.

Request 3)

Due to the existing water line servicing each of the proposed Lots 2, 3, 4 & 5 currently.

The owners respectfully request a variance to the subdivision regulations regarding the water distribution system, which requires a separate water tap connection for each lot from the main water line.

Sincerely,

Bowen Engineering & Surveying

Chris Kelley Survey Manager

ames B. Goggin

Owner

Belinda M. Goggin

Owner

Consulting Civil Engineers

Land Surveyors

Testing Laboratories