



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN STUDY SESSION
Monday, August 21, 2023 at 6:20 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

DISCUSSION ITEMS

- [1.](#) August 14th Park Board report
- [2.](#) Restroom No. 1 Building Replacement Project - Change order no. 1
- [3.](#) Civic Center Playground Equipment Project - proposal
- [4.](#) Asphalt Preventative Maintenance Program – bid tabulation
- [5.](#) Missouri Regional Bridge Program Grant Award - Sunset Drive Bridge Replacement Project
6. Discussion of the new tiny houses ordinance
7. Discussion of previously tabled items (unspecified)
8. Additional items (unspecified)

Posted on 08/18/2023 at 04:00 PM.

Jackson Park Board



August 14, 2023

6:00 pm

Regular Meeting | Civic Center

Agenda

Board Members Present

Recognition Of Visitors:

Reading Of Previous Meeting Minutes

Old Business

- 1) Soccer Park Field Projects
- 2) Litz Park Eagle Scout Project
- 3) American Rescue Funds Project Updates

New Business

- 1) Code of Ordinances – Section 47 review
- 2) Litz Park Restroom
- 3) April 8, 2024 Eclipse

Committee Reports

Civic Center Report

Parks & Recreation Director's Report

Adjournment

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Friday, August 18, 2023
Re: Union Street Restroom #1 Replacement Project Change Order

Due to a delay in obtaining the necessary project plan approvals, it is necessary to extend the contract with Nip Kelley Equipment to allow time to complete the Union Street Restroom #1 Replacement Project. Extension of this project is being done through a change order. There is no cost associated with this extension.



City of Jackson

CHANGE ORDER

Nip Kelley Equipment

1

Name of Contractor

Change Order No.

41 N. Sprigg St.

Cape Girardeau, MO 63701

Contractor Address

City/State/Zip

Replacement of Restroom No. 1, North Union Street

8/11/2023

Project Name

Date

Description: ☐ See Attachments

The purpose of this change order is to extend the contract date for the Replacement of Restroom No. 1, North Union Street project.

| CHANGE IN CONTRACT PRICE | CHANGE IN CONTRACT TIME |
|--|---|
| Original Contract Price: \$ 332,477.00 | Original Contract End Date: September 11, 2023 |
| Previous Change Orders: \$ 0.00 | Net Change from Previous Change Orders: 0 |
| Contract Price prior to this Change Order: \$ 332,477.00 | Contract End Date prior to this Change Order: September 11, 2023 |
| Net Increase (Decrease) of this Change Order: \$ 0.00 | Net Increase (Decrease) of this Change Order: 180 |
| Contract Price with all approved Change Orders: \$ 332,477.00 | Contract End Date with all approved Change Orders: March 9, 2024 |

Recommended By:

Jason Fre
Director, Parks and Recreation

8/11/23
Date

Authorized By:

Mayor, City of Jackson

Date

Accepted By:

[Signature]
Contractor Auth. Representative

08-18-2023
Date

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Wednesday, August 16, 2023
Re: Civic Center Playground Project Purchase

Utilizing funds through the American Rescue Plan Act, Parks and Recreation is recommending the purchase and installation of a Condor's Retreat playground structure through Play & Park Structures of MO. This structure will be installed in the area just west of the Civic Center.

CONTRACT AGREEMENT

Item 3.

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of _____, 2023, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**,” and **PLAY & PARK STRUCTURES OF MO**, hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the Civic Center Playground Project to be completed for the City located at the Jackson Civic Center.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amount named in the quote from the Contractor dated July 21, 2023, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project include the Specifications and Proposal Documents which are attached hereto and made a part hereof as Exhibit 1. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all 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 **\$56,019.47**.

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

CITY:

CITY OF JACKSON, MISSOURI

Dwain L. Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

Item 3.

CONTRACTOR:

PLAY & PARK STRUCTURES OF MO

Signature

Printed Name

Title

ATTEST:

Signature

Printed Name

Title

Address:
303 Bass St.
Park Hills, Missouri 63601

EXHIBIT 1
CITY OF JACKSON, MISSOURI
CIVIC CENTER PLAYGROUND PROJECT
SPECIFICATIONS AND PROPOSAL DOCUMENTS

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

SCOPE OF WORK: The Civic Center Playground Project will encompass the installation of a new Condor's Retreat playground system, border timbers and EWF. The Contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the project.

LOCATION OF WORK: The Jackson Civic Center is located at 381 E. Deerwood Drive. See Exhibit A for the Location Map.

MATERIAL SPECIFICATIONS:

One (1) Condor's Retreat playground system
Sixty-five (65) cubic yards of EWF
Thirty-six (36) border timbers
One (1) ADA ramp

WORK DAYS/TIMES: All work shall be performed during the work week of Monday through Friday from 6:00 a.m. through 6:00 p.m.

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

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

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

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

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

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

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

COMPLETION DATE: The Contactor shall complete all work within 120 days of contract award, unless otherwise agreed to in writing by both Contractor and City.

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

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

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

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

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

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

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

WARRANTY: Contractor will issue a one-year labor and material warranty for workmanship. If there is a failure, the Contractor will provide free labor and material to correct these problem(s).

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may not be changed or terminated only by an instrument in writing signed by the party against whom enforcement of such change or termination sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

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

EXHIBIT A



381 E. Deerwood Dr.



City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: August 10, 2023

RE: 2023 Asphalt Preventative Maintenance Program Bid Tabulations

Attached you will find the bid tabulations for the 2023 Asphalt Preventative Maintenance Program. Staff recommends awarding the project to Corrective Asphalt Materials, LLC of South Roxana, Illinois for \$34,041.60

2023 Asphalt Preventative Maintenance Program

Bid Opening: August 10, 2023 10am

Opened By: Anna Bergmark

Witnessed By: Janet Sanders

| | | | | Engineer Estimate | | Corrective Asphalt Materials, LLC | |
|------|----------------------------|-----------|-------|-------------------|-------------|-----------------------------------|-------------|
| ITEM | DESCRIPTION | EST. QTY. | UNITS | UNIT PRICE | AMOUNT | UNIT PRICE | AMOUNT |
| 1 | Asphalt Rejuvenating Agent | 26,595 | SY | \$1.30 | \$34,573.50 | \$1.28 | \$34,041.60 |



City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: August 17, 2023

RE: Missouri Regional Bridge Program – Sunset Drive Bridge

On May 15, 2023, the Board of Alderman approved a Missouri Regional Bridge Program Application to the Missouri Department of Transportation for the Sunset Drive Bridge Replacement Project. The application included an estimated cost of \$568,750.00 for both construction and construction inspection. Design has already begun by Koehler Engineering under Task Order 23-04 and is being fully funded by the City.

Staff is happy to report that the application was selected to receive funding. The funding received from the grant will cover 90.61% of the cost requiring the City to provide a 9.39% local match. Attached to this memo is the notification letter from MoDOT announcing the selection of the project.

The next step for this project will be the completion of a program agreement. Once this document is received from MoDOT, it will be presented to the Board for consideration in the next scheduled study session.

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

August 10, 2023

Mr. Dwain Hahs, Mayor
City of Jackson
101 Court Street
Jackson, MO 63755

RE: Project # BRO-R129(001)
2023 Off-System Bridge Replacement Program

Dear Mr. Hahs:

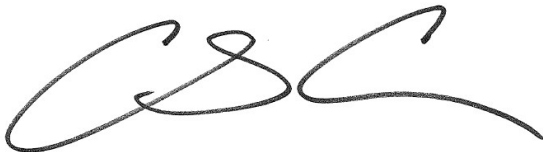
Thank you for participating in this round of the Off-System Bridge Replacement Program. The City of Jackson's application was carefully considered by the Southeast District's selection committee, comprised of our Regional Planning Commission and Metropolitan Planning Organization staff.

Congratulations! Your project was selected to receive funding for this year's call for projects. We have combined funds from the BRO and the BFP (Bridge Formula Program) and were able to award your project at an estimated pro rata share of 9.39% local match. The city's local share may come from ARPA funding (if less than 10 million was received), soft-match credit, local cash, or CDBG funding.

The program agreement will be emailed to the city for signatures once the agreements are drafted.

If you have any questions, please contact me at 573-380-1658 or by e-mail at christopher.crocker@modot.mo.gov.

Sincerely,



Christopher Crocker
Area Engineer

npf



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

www.modot.org