



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, May 02, 2022 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 April 18, 2022.

FINANCIAL AFFAIRS

3. Motion approving the payment of monthly bills.

ACTION ITEMS

Power, Light, and Water Committee

4. Motion approving Change Order No. 2, to Tom Beussink Excavating, Inc., of Jackson, Missouri, relative to the Grading and Site Preparation Project for the I-55 Electrical Substation.
5. Motion approving Change Order No. 3, to Coast To Coast Signs, LLC, of Scott City, Missouri, relative to the Jackson Civic Center Directional and Informational Sign Project.
6. Motion authorizing the sale of intoxicating liquor, malt liquor (beer), and non-intoxicating beer, at the Homecomers Celebration, located in Uptown Jackson, from July 26 through July 30, 2022, as submitted by the Jackson Elks Lodge #2652.
7. Motion accepting the bid of All American Fireworks, LLC, d/b/a Gladiator Pyro, of Willard, Missouri, in the amount of \$13,250.00, relative to the Independence Day Fireworks Display Program.
8. Bill proposing an Ordinance approving a contractual agreement with All American Fireworks, LLC, d/b/a Gladiator Pyro, relative to the Independence Day Fireworks Display Program.
9. Bill proposing an Ordinance authorizing a Program Services Contract with the Missouri Department of Health and Senior Services, relative to the Eat Smart in Parks Program.

Street, Sewer, and Cemetery Committee

- [10.](#) Motion approving the 2022 Wastewater System Rate Study Update, as prepared by Horner & Shifrin, Inc., of St. Louis, Missouri.
- [11.](#) Motion accepting the bid of Robinson Industrial, Heavy & Commercial, Inc., of Perryville, Missouri, in the amount of \$2,042,345.00, relative to the Kimbeland Pump Station Improvements Project.
- [12.](#) Bill proposing an Ordinance authorizing a contractual agreement with Robinson Industrial, Heavy & Commercial, Inc., relative to the Kimbeland Pump Station Improvements Project.
- [13.](#) Motion approving Change Order No. 1, to Robinson Industrial, Heavy & Commercial, Inc., of Perryville, Missouri, relative to the Kimbeland Pump Station Improvements Project.
14. Motion to bring from the table a Bill proposing an Ordinance amending Chapter 65 (Zoning) of the Code of Ordinances, related to babysitting as a home occupation, as submitted by Brian Powell.
- [15.](#) Bill proposing an Ordinance amending Chapter 65 (Zoning) of the Code of Ordinances, related to babysitting as a home occupation, as submitted by Brian Powell.
- [16.](#) Bill proposing an Ordinance accepting the dedication of a Temporary Construction Easement Deed from Noah Weatherby, relative to the West Mary Street Low-Water Crossing Replacement Project.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

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

EXECUTIVE SESSION

Motion to have executive session. Litigation, personnel, and purchase of property. Authority is Section 610.021 and 610.022, Revised Statutes of Missouri, as amended.

ADJOURN

Posted on 04/29/2022 at 04:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 18, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Joe Bob Baker, Larry Cunningham, Tommy Kimbel, Paul Sander, David Hitt, Katy Liley, and David Reiminger. Present-7; Absent-1: Alderwoman Wanda Young.

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

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

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

Motion to Adopt the Agenda)

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

Public Hearing to Consider a Request)
 for a Text Amendment to Chapter 65 of)
 the Code of Ordinances related to)
 Babysitting as a Home Occupation)

Now comes forth a Public Hearing to consider a request for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, related to babysitting as a home occupation, as submitted by Brian Powell.

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

Now comes forth Building and Planning Manager Janet Sanders to state that the Planning & Zoning Commission voted to recommend amending the text of Chapter 65 (Zoning) from the current limit of no more than 4 children under the age of 17 at one time to no more than 5 children under the age of 17 at one time in lieu of the request for no more than 6 children under the age of 17 at one time. It is requested that the City Clerk admit the case material, all exhibit files, and other support information into the record so it may be incorporated as part of the proposed ordinance. One letter of opposition to a specific location and one letter of opposition to the proposed text amendment were submitted.

Now comes forth City Attorney Curt Poore to provide a legal summary of the current laws for babysitting as a home occupation as stated in the law by State, City, and the Planning & Zoning Board.

Now comes forth Angela Powell of 596 Canyon Trail in support of the proposed text amendment and to state the child care is lacking in this area, waiting lists are years long, and the State saw the need for change when the law was changed in 2019.

Now comes forth Alderman Hitt to question the ages of Mrs. Powell's own children. Mrs. Powell's children are the ages of 10, 12, 24, and 25.

Now comes forth Alderman Sander to question if Mrs. Powell has ever had more than 4 children under her care at her current location. Mrs. Powell did have more than 4 children under her care previously at her location.

Now comes forth Erica Hendrix of 1922 Orchard Drive to speak in favor of the proposed text amendment and to state that the seven commercial facilities in Jackson could not



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accommodate for all of the children in Jackson who need care. Ms. Hendrix has struggled to find child care for her own child.

Now comes forth Brian Powell of 596 Canyon Trail and applicant of the proposed text amendment to speak in favor of the proposed text amendment and to state that the laws that are made need to be followed and enforced.

Now comes forth Megan Roth of 2032 Cambridge Drive in Cape Girardeau to speak in favor of the proposed text amendment and to state that bad things happening in daycare centers and in-home daycares can never be fully eliminated.

Now comes forth Caitlin Brown of 255 Oak Meadow Drive to speak in favor of the proposed text amendment and to state that the proposed text amendment change would match the State requirements, if approved.

Now comes forth Diane Lunsford of 1030 Odus and registered child care provider to speak in favor of the proposed text amendment and to state that allowing a few more kids per home would make a difference to her income. Ms. Lunsford states that those daycare providers not caring for children correctly need to be reported.

Now comes forth Lacy Giudicy of 2829 Clear Spring Place to speak in opposition of the proposed text amendment and to state that the zoning restrictions were put in place and there is not much data to support the change made to State law in 2019.

Now comes forth Cindy Lichtenegger of 3019 Clear Spring Place to speak in opposition of the proposed text amendment and to state that the State law is in place to protect children, the zoning code is addressed by the City, and this change could create more unregulated daycares.

Now comes forth Bob Lichtenegger of 3019 Clear Spring Place to speak in opposition of the proposed text amendment and to request rejection of the request.

Now comes forth Amelia Mansfield of 2804 Vista Ridge Place to speak in opposition of the proposed text amendment and to state that she understands a formal complaint has been filed against the Powell's, she knows of numerous unsafe in-home daycares, and the changing of the rules changes the nature of the neighborhood.

Now comes forth Steve Byerley of 2857 Vista Ridge Place to speak in opposition of the proposed text amendment and to state that he does not want the change to apply to his neighborhood.

Now comes forth Carolyn Hahs of 3012 Clear Spring Place to speak in opposition of the proposed text amendment.

Now comes forth Dana Lathum of 480 Harmony Lane to speak in opposition of the proposed text amendment and to state that she does not want to set a precedence for home occupations/in-home daycares.

Now comes forth Tracy Myer of 470 Harmony Lane to speak in opposition of the proposed text amendment and to state that she looked for a quiet area when she purchased her home.

Now comes forth Karen Walker of 721 West Washington Street to speak in opposition of the proposed text amendment and to state that she is concerned for children's safety in emergency situations and is concerned for a decision to be made that affects the whole City.



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The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the Minutes of the)
 April 4, 2022, Regular Board Meeting)

Motion made by Alderman Cunningham, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, April 4, 2022. Ayes-7; Nays-0; Absent-1.

Motion to Approve the City Collector's)
 Electric, Water & Sewer, Taxes &)
 Licenses, and Refuse Report for)
 March, 2022)

Motion made by Alderman Hitt, seconded by Alderman Kimbel, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for March, 2022. Ayes-7; Nays-0; Absent-1.



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING


Monday, April 18, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

COLLECTOR'S REPORT

MARCH COLLECTIONS 2022

UTILITY SERVICE	ELECTRIC/SECURITY LIGHT (EL/SL)	WATER/PRIMACY (WA/PF)	SEWER (SE)	LANDFILL (TR)	GENERAL REVENUE	TOTALS
COLLECTIONS						
SERVICE CHARGES	1,396,853.62	241,281.15	192,399.19	56,922.97		1,887,456.93
LATE FEES	7,726.93	1,202.66	961.72	291.51		10,182.82
SALES TAX	44,577.93	7,261.73				51,839.66
RECONNECT FEES	1,900.00					1,900.00
RETURNED TRANSACTION FEES	240.00					240.00
CUSTOMER RELOCATION FEES					275.00	275.00
TRASH STICKERS				1,549.00		1,549.00
UTILITY COLLECTIONS	1,451,298.48	249,745.54	193,360.91	58,763.48	275.00	1,953,443.41
Adjustments/Refund/Return Checks - Services						-
Adjustments/Refund/Return Checks - Penalties						-
Adjustments/Refund/Return Checks - Taxes						-
Adjustments/Service Fees for Returns						-
Adjustments/Payments/Overpayments - Services						-
Adjustments/Payments/Overpayments - Penalties						-
Adjustments/Payments/Overpayments - Taxes						-
NET UTILITY COLLECTIONS	1,451,298.48	249,745.54	193,360.91	58,763.48	275.00	1,953,443.41
BUSINESS / CONTRACTOR LICENSES					1,375.00	1,375.00
EVENT CHARGES / MISC.	50.00					50.00
						-
NON-UTILITY COLLECTIONS	50.00	-	-	-	1,375.00	1,425.00
MISC. ADJUSTMENTS						-
INTEREST ON FUNDS						5.96
CASH IN BANK						1,954,874.37
MISSOURI SALES TAX PAYMENT	(44,577.93)	(7,261.73)				(51,839.66)
Money Due to City Treasurer					\$	1,903,034.71
Respectfully Submitted,						
						
City Collector						



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Motion to Approve the March, 2022)
 City Clerk's and Treasurer's Reports)

Motion made by Alderman Kimbel, seconded by Alderwoman Liley, to approve the City Clerk's and City Treasurer's Reports for March, 2022. The City Clerk's Report is as follows: Electric Receipts – \$16,089.60; Cemetery Receipts – \$11,450.00; Water Receipts – \$17,950.00; Wastewater Receipts – \$225.00; General Revenue Receipts – \$52,513.31; Inmate Security Fund – \$6.00; Park Receipts – \$795.00; Park Foundation Receipts – \$0.00; Transportation Sales Tax Receipts – \$0.00; Recreational Development Receipts – \$28,480.00; Recreation Sales Tax Receipts – \$10,066.75; Trust & Agency Receipts – \$0.00; Landfill Receipts – \$5,322.69; and Stormwater Maintenance Receipts – \$1,021.02. The Water & Light Deposit balance as of March 1, 2022 – \$311,689.79; Deposits - \$13,512.69; Refunds - \$23,158.29; balance as of March 31, 2022 – \$302,044.19. Ayes-7; Nays-0; Absent-1.

CITY TREASURER'S REPORT FOR MARCH, 2022

FUND	FUND BALANCES 03-01-2022	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 03-31-2022	INVESTMENTS	CASH BALANCE 03-31-2022
ELECTRIC FUND							
Operation & Maintenance	-	1,015,159.36	30,466.81	1,045,626.17	-	-	-
Electric Surplus	5,763,398.72	444,716.35	(1,086.94)	4,865.24	6,202,162.89	4,712,184.08	1,489,978.81
Electric Capital Project	6,504,900.02	-	-	22,877.63	6,482,022.39	6,412,000.00	70,022.39
General Revenue	1,843,818.35	122,249.93	354,155.88	554,132.02	1,766,092.14	795,000.00	971,092.14
Landfill Fund	511,183.43	64,086.35	(11,409.46)	37,302.64	526,557.68	-	526,557.68
City Park Fund	222,567.39	14,393.16	(8,307.14)	28,381.12	200,272.29	-	200,272.29
Public Park Foundation Fund	137,258.73	-	-	100.59	137,158.14	-	137,158.14
Cemetery Fund	893,409.83	18,191.25	(5,110.71)	11,194.81	895,295.56	299,000.00	596,295.56
Band Fund	(9.32)	6,741.25	-	1,671.64	5,060.29	-	5,060.29
Stormwater Maintenance Fund	274,495.83	1,021.02	-	-	275,516.85	61,000.00	214,516.85
ARPA Fund	1,496,845.37	14,423.79	-	-	1,511,269.16	-	1,511,269.16
Road Use Tax Fund	1,042,068.45	43,800.29	(19,166.66)	-	1,066,702.08	750,000.00	316,702.08
Sales Tax Fund	3,654,904.38	209,149.19	-	42,206.94	3,821,846.63	3,514,310.52	307,536.11
Fire Protection Sales Tax	104,908.58	49,703.24	(151,278.82)	-	3,333.00	-	3,333.00
Recreation Sales Tax	228,756.32	59,770.04	(11,025.87)	18,462.47	259,038.02	-	259,038.02
Public Safety Sales Tax	204,050.06	99,345.33	(302,395.39)	-	1,000.00	-	1,000.00
Trust and Agency Fund	972,300.38	33,459.07	20,702.05	28,139.67	998,321.83	720,000.00	278,321.83
Recreational Development	8,926.54	28,480.00	(771.48)	3,139.32	33,495.74	-	33,495.74
Transportation Sales Tax	2,878,375.36	99,406.87	-	152,030.06	2,825,752.17	2,273,000.00	552,752.17
I-55 Corridor Special Allocation	169,319.80	-	-	104,895.00	64,424.80	-	64,424.80
Capital Projects Construction	-	-	-	-	-	-	-
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	424,303.95	24,800.25	147,608.59	132,035.02	464,677.77	-	464,677.77
Inmate Security Fund	14,087.12	154.00	-	-	14,241.12	-	14,241.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	97,591.61	(21,392.60)	76,199.01	-	-	-
Water Replacement	702,435.23	14,040.34	-	-	716,475.57	658,000.00	58,475.57
Water & Sewer Revenue Bond	443,305.60	116,164.40	-	21,250.00	538,220.00	480,000.00	58,220.00
Water & Sewer Deprec. Reserve	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,051,672.13	171,079.61	-	18,085.68	9,204,666.06	8,751,193.53	453,472.53
Wastewater Operation & Maintenance	-	55,192.63	(20,988.26)	34,204.37	-	-	-
Wastewater Replacement	1,114,811.35	-	-	1,558.00	1,113,253.35	1,096,988.31	16,265.04
W & S Construction Fund	1,806,547.51	-	-	20,784.15	1,785,763.36	200,000.00	1,585,763.36
TOTALS	40,582,258.18	2,803,119.33	-	2,359,141.55	41,026,235.96	30,832,676.44	10,193,559.52

Respectfully Submitted,

Liza Walker, City Clerk/Treasurer (signed)

Cash on Hand 1,475.00
 General Account 8,285,432.74
 Collectors Account 1,903,034.71
 Equitable Sharing Fund 3,617.07

TOTAL **10,193,559.52**



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 18, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES



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Motion to Accept the Certified Election)
 Results for the April 5, 2022 Municipal)
 Election, as Certified by Cape Girardeau)
 County Election Authority Kara Clark)
 Summers)

Motion made by Alderman Reiminger, seconded by Alderwoman Liley, to accept the certified election results for the April 5, 2022 Municipal Election, as certified by Cape Girardeau County Election Authority Kara Clark Summers. Ayes-7; Nays-0; Absent-1.

Motion to Approve Task Order)
 Authorization No. 22-10 to Strickland)
 Engineering, LC of Jackson, Missouri,)
 Relative to providing Surveying Services)
 Under the North High Street Electric,)
 Sewer, and Water Utility Relocation)
 Project)

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to approve Task Order Authorization No. 22-10, in the amount of \$35,300.00, to Strickland Engineering, LC of Jackson, Missouri, relative to providing surveying services under the North High Street Electric, Sewer, and Water Utility Relocation Project. Ayes-7; Nays-0; Absent-1.

Ordinance No. 22-35 Re: To Authorize)
 a Supplier Agreement with the Missouri)
 Department of Social Services Family)
 Support Division, relative to the Low)
 Income Household Water Assistance)
 Program (LIHWAP))

The matter of authorizing a supplier agreement with the Missouri Department of Social Services Family Support Division, relative to the Low Income Household Water Assistance Program (LIHWAP), came on for consideration. Alderman Reiminger introduced Bill No. 22-36, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A SUPPLIER AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE MISSOURI DEPARTMENT OF SOCIAL SERVICES FAMILY SUPPORT DIVISION, RELATIVE TO THE LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP); FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Sander, Bill No. 22-36 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Sander, Bill No. 22-36 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 22-35 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Sander-aye; Alderman Cunningham-aye; Alderman Reiminger-aye; Alderwoman Young-absent; Alderman Kimbel-aye; Alderwoman Liley-aye; Alderman Hitt-aye; and Alderman Baker-aye.



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MINUTES

BILL NO. 22-36

ORDINANCE NO. 22-35

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A SUPPLIER AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE MISSOURI DEPARTMENT OF SOCIAL SERVICES FAMILY SUPPORT DIVISION*, RELATIVE TO THE *LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

FIRST READING: April 18, 2022.



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SECOND READING: April 18, 2022.

PASSED AND APPROVED this 18th day of April, 2022, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Ordinance No. 22-36 Re: To Approve)
the Abandonment of a Portion of an)
Access and Parking Easement in)
Skinny's Subdivision, as requested by)
Quad Properties, LLC)

The matter of approving the abandonment of a portion of an Access and Parking Easement in Skinny's Subdivision, as requested by Quad Properties, LLC, came on for consideration. Alderman Reiminger introduced Bill No. 22-37, being for an ordinance entitled as follows:

AN ORDINANCE VACATING AN EASEMENT LOCATED IN THE CITY OF JACKSON, MISSOURI; SPECIFICALLY DESCRIBING SAID EASEMENT; TRANSFERRING TITLE OF SAID AREA TO THE OWNER OF RECORD; AUTHORIZING THE MAYOR AND CITY CLERK TO TRANSFER SAID AREA; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion made by Alderman Reiminger, seconded by Alderwoman Liley, Bill No. 22-37 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderwoman Liley, Bill No. 22-37 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 22-36 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Sander-aye; Alderman Cunningham-aye; Alderwoman Young-absent; Alderman Baker-aye; Alderwoman Liley-aye; and Alderman Kimbel-aye.

BILL NO. 22-37

ORDINANCE NO. 22-36

AN ORDINANCE VACATING AN EASEMENT LOCATED IN THE CITY OF JACKSON, MISSOURI; SPECIFICALLY DESCRIBING SAID EASEMENT; TRANSFERRING TITLE OF SAID AREA TO THE OWNER OF RECORD; AUTHORIZING THE MAYOR AND CITY CLERK TO TRANSFER SAID AREA; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Quad Properties, LLC, has requested vacation of the following described area in the City of Jackson, Missouri (see attached Exhibit A), to-wit:

THAT PART OF LOT 2 OF SKINNY'S SUBDIVISION AMENDED AS RECORDED IN PLAT BOOK 22 AT PAGE 45 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY,



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MISSOURI, ALL IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, THENCE, WITH THE WEST LINE OF SAID LOT 2, SOUTH 23°09'00" WEST, 39.39 FEET; THENCE, LEAVING SAID WEST LINE, SOUTH 58°46'01" EAST, 10.41 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 58°46'01" EAST, 17.50 FEET; THENCE SOUTH 31°13'59" WEST, 12.00 FEET; THENCE NORTH 58°46'01" WEST, 17.50 FEET; THENCE NORTH 31°13'59" EAST, 12.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 210 SQUARE FEET, MORE OR LESS.

and,

WHEREAS, the Board of Aldermen deems it in the best interest of the City of Jackson, Missouri, that said area be vacated.

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

Section 1. That the above-described area be, and that the same is hereby, vacated.

Section 2. That the Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest the signature of the Mayor on any instruments necessary for the vacation of said area.

Section 3. That the City Clerk is hereby directed to record a copy of this ordinance with the Recorder of Deeds, Cape Girardeau County, Missouri.

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

FIRST READING: April 18, 2022.

SECOND READING: April 18, 2022.

PASSED AND APPROVED this 18th day of April, 2022, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Liza Walker (signed)
 City Clerk

Ordinance No. 22-37 Re: To Approve)
 the Abandonment of a Utility Easement)
 at 1962 Watson Drive in Bent Creek)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 18, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Spring Lake Addition, as requested by)
 Daniel H. Rau)

The matter of approving the abandonment of a Utility Easement at 1962 Watson Drive in Bent Creek Spring Lake Addition, as requested by Daniel H. Rau, came on for consideration. Alderman Reiminger introduced Bill No. 22-38, being for an ordinance entitled as follows:

AN ORDINANCE VACATING AN EASEMENT LOCATED IN THE CITY OF JACKSON, MISSOURI; SPECIFICALLY DESCRIBING SAID EASEMENT; TRANSFERRING TITLE OF SAID AREA TO THE OWNERS OF RECORD; AUTHORIZING THE MAYOR AND CITY CLERK TO TRANSFER SAID AREA; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion made by Alderman Reiminger, seconded by Alderman Kimbel, Bill No. 22-38 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Kimbel, Bill No. 22-38 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 22-37 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Cunningham-aye; Alderman Reiminger-aye; Alderman Sander-aye; Alderwoman Young-absent; Alderman Baker-aye; Alderwoman Liley-aye; Alderman Hitt-aye; and Alderman Kimbel-aye.

BILL NO. 22-38

ORDINANCE NO. 22-37

AN ORDINANCE VACATING AN EASEMENT LOCATED IN THE CITY OF JACKSON, MISSOURI; SPECIFICALLY DESCRIBING SAID EASEMENT; TRANSFERRING TITLE OF SAID AREA TO THE OWNERS OF RECORD; AUTHORIZING THE MAYOR AND CITY CLERK TO TRANSFER SAID AREA; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Daniel H. Rau has requested vacation of the following described areas in the City of Jackson, Missouri, to-wit:

UTILITY EASEMENT

PART OF LOTS 89 AND 91 OF BENT CREEK – SPRING LAKE ADDITION AS SHOWN IN PLAT BOOK 19, PAGE 43, U.S.P.S. 2262, TOWNSHIP 31 NORTH, RANGE 13 EAST IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI BEING DESCRIBED AS FOLLOWS: COMMENCING at the northeast corner of said Lot 89; thence S 11°38'57" W along the East line of said Lot 89, 10.00 feet; thence N 78°21'03" W, 10.00 feet for the POINT OF BEGINNING; thence N 78°21'03" W, 130.00 feet; thence N 11°38'57" E, 11.76 feet; thence N 08°16'24" W, 8.77 feet; thence S 78°21'03" E, 132.99 feet; thence S 11°38'57" W, 20.00 feet to the POINT OF BEGINNING.

Real estate described as set forth in Exhibit A which is attached hereto and incorporated by reference as if fully set forth.

(The description herein was prepared by Matt Dejournett on behalf of Danie H. Rau. Also attached as Exhibit A is the plat showing the utility easement to be vacated.)

and,



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, April 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

WHEREAS, the Board of Aldermen deems it in the best interest of the City of Jackson, Missouri, that said areas be vacated.

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

Section 1. That the above-described areas be and that the same are hereby vacated and said areas are transferred to the owners of record.

Section 2. That the Mayor is hereby authorized to execute and the City Clerk is hereby authorized to attest the signature of the Mayor on any instruments necessary for the vacation of said areas.

Section 3. That the City Clerk is hereby directed to record a copy of this ordinance with the Recorder of Deeds, Cape Girardeau County, Missouri.

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

FIRST READING: April 18, 2022.

SECOND READING: April 18, 2022.

PASSED AND APPROVED this 18th day of April, 2022, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Motion to Set a Public Hearing for)
Monday, May 16, 2022, to consider a)
Special Use Permit for Gun Sales at)
125 Court Street, as submitted by Jones)
Drug Store, Inc.)

Motion made by Alderman Cunningham, seconded by Alderman Baker, to set a public hearing for Monday, May 16, 2022, at 6:00 p.m., to consider a request for a Special Use Permit for gun sales in a C-3 (Central Business) District at 125 Court Street, as submitted by Jones Drug Store, Inc. Ayes-7; Nays-0; Absent-1.

Motion to Approve Change Order No. 2)
to Black Diamond, LLC d/b/a Paving)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 18, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Pros, LLC of Oak Ridge, Missouri,)
 Relative to the 2021 Asphalt Pavement)
 Improvement Program)

Motion made by Alderman Cunningham, seconded by Alderman Hitt, to approve Change Order No. 2, in the amount of \$5,985.10, to Black Diamond, LLC d/b/a Paving Pros, LLC of Oak Ridge, Missouri, relative to the 2021 Asphalt Pavement Improvement Program. Ayes-7; Nays-0; Absent-1.

Motion to Accept the Bid of Fronabarger)
 Concreters, Inc. of Oak Ridge, Missouri,)
 Relative to the 2022 Concrete)
 Pavement Improvement Program)

Motion made by Alderman Cunningham, seconded by Alderman Baker, to accept the bid of Fronabarger Concreters, Inc. of Oak Ridge, Missouri, in the amount of \$304,290.00, relative to the 2022 Concrete Pavement Improvement Program. Ayes-7; Nays-0; Absent-1.

Ordinance No. 22-38 Re: To Authorize a)
 Contractual Agreement with)
 Fronabarger Concreters, Inc. of Oak)
 Ridge, Missouri, relative to the 2022)
 Concrete Pavement Improvement)
 Program)

The matter of authorizing a contractual agreement with Fronabarger Concreters, Inc. of Oak Ridge, Missouri, relative to the 2022 Concrete Pavement Improvement Program, came on for consideration. Alderman Cunningham introduced Bill No. 22-39, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND FRONABARGER CONCRETTERS, INC. OF OAK RIDGE, MISSOURI, RELATIVE TO THE 2022 CONCRETE PAVEMENT IMPROVEMENT PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Cunningham, seconded by Alderman Hitt, Bill No. 22-39 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Cunningham, seconded by Alderman Hitt, Bill No. 22-39 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 22-38 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderwoman Liley-aye; Alderman Cunningham-aye; Alderwoman Young-absent; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Kimbel-aye; and Alderman Sander-aye.

BILL NO. 22-39

ORDINANCE NO. 22-38

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND FRONABARGER CONCRETTERS, INC. OF OAK RIDGE, MISSOURI, RELATIVE TO THE 2022 CONCRETE PAVEMENT IMPROVEMENT PROGRAM; FURTHER SAID ORDINANCE SHALL



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, April 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

FIRST READING: April 18, 2022.

SECOND READING: April 18, 2022.

PASSED AND APPROVED this 18th day of April, 2022, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

(SEAL)

CITY OF JACKSON, MISSOURI

By: Dwain L. Hahs (signed)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, April 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

ATTEST: Mayor

Liza Walker (signed)
 City Clerk

Motion to Accept the Bid of Persons & Son, Inc. of Poplar Bluff, Missouri, Relative to the Klaus Park Force Main Upgrade Project, Phase 1)

Motion made by Alderman Cunningham, seconded by Alderman Baker, to accept the bid of Persons & Son, Inc. of Poplar Bluff, Missouri, in the amount of \$149,758.00, relative to the Klaus Park Force Main Upgrade Project, Phase 1. Ayes-7; Nays-0; Absent-1.

Ordinance No. 22-39 Re: To Authorize a Contractual Agreement with Persons & Son, Inc. of Poplar Bluff, Missouri, Relative to the Klaus Park Force Main Upgrade Project, Phase 1)

The matter of authorizing a contractual agreement with Persons & Son, Inc. of Poplar Bluff, Missouri, relative to the Klaus Park Force Main Upgrade Project, Phase 1, came on for consideration. Alderman Cunningham introduced Bill No. 22-40, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PERSONS & SON, INC. OF POPLAR BLUFF, MISSOURI, RELATIVE TO THE KLAUS PARK FORCE MAIN UPGRADE PROJECT, PHASE 1; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Cunningham, seconded by Alderman Hitt, Bill No. 22-40 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Cunningham, seconded by Alderman Hitt, Bill No. 22-40 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 22-39 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Kimbel-aye; Alderman Cunningham-aye; Alderwoman Young-absent; Alderman Hitt-aye; Alderman Baker-aye; Alderwoman Liley-aye; and Alderman Sander-aye.

BILL NO. 22-40

ORDINANCE NO. 22-39

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PERSONS & SON, INC. OF POPLAR BLUFF, MISSOURI, RELATIVE TO THE KLAUS PARK FORCE MAIN UPGRADE PROJECT, PHASE 1; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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MINUTES

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

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

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

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

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

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

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

FIRST READING: April 18, 2022.

SECOND READING: April 18, 2022.

PASSED AND APPROVED this 18th day of April, 2022, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Ordinance No. 22-40 Re: To Amend the)
"Parking Prohibited Schedule" –)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 18, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Schedule IX, by Repealing and Adding)
 Designations in Ramsey Branch)
 Subdivision, Phase 1)

The matter of amending the "Parking Prohibited Schedule" – Schedule IX, by repealing and adding designations on Caney Fork Street, Flatrock Trace, Juden Brook Way, and Sandy Brae Lane in Ramsey Branch Subdivision, Phase 1, came on for consideration. Alderman Cunningham introduced Bill No. 22-41, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING THE "PARKING PROHIBITED SCHEDULE, SCHEDULE IX," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO NEW NO PARKING DESIGNATIONS.

On a motion made by Alderman Cunningham, seconded by Alderman Baker, Bill No. 22-41 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Cunningham, seconded by Alderman Baker, Bill No. 22-41 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 22-40 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderwoman Young-absent; Alderman Sander-aye; Alderman Cunningham-aye; Alderman Reiminger-aye; Alderman Kimbel-aye; Alderman Baker-aye; and Alderman Hitt-aye.

BILL NO. 22-41

ORDINANCE NO. 22-40

AN ORDINANCE AMENDING THE "PARKING PROHIBITED SCHEDULE, SCHEDULE IX," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO NEW NO PARKING DESIGNATIONS.

WHEREAS, a petition was filed by residents of the Ramsey Branch Subdivision Phase 1 requesting a change in the following no parking zones.

WHEREAS, the Traffic Safety Division of the Police Department of the City of Jackson has recommended that certain no parking zones be established; and

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

Section 1. The "Parking Prohibited Schedule, Schedule IX," passed and approved on the 18th day of November, 1985, is hereby amended by deleting therefrom the following no parking designations:

CANEY FORK STREET: On the south side of Caney Fork Street for its entire distance.

FLATROCK TRACE: On the north side of Flatrock Trace for its entire distance.

JUDEN BROOK WAY: On the west side of Juden Brook Way for its entire distance.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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MINUTES

SANDY BRAE LANE: On the east side of Sandy Brae Lane for its entire distance.

Section 2. The "Parking Prohibited Schedule, Schedule IX," passed and approved on the 18th day of November, 1985, is hereby amended by adding thereto the following new no parking designations:

CANEY FORK STREET: On the north side of Caney Fork Street for its entire distance.

FLATROCK TRACE: On the south side of Flatrock Trace for its entire distance.

JUDEN BROOK WAY: On the east side of Juden Brook Way for its entire distance.

SANDY BRAE LANE: On the west side of Sandy Brae Lane for its entire distance.

Section 3. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Parking Prohibited Schedule, Schedule IX," and the City Clerk of the City of Jackson, Missouri, is directed to replace said schedule in accordance herewith.

Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "No Parking Here to Corner" signs, or other appropriate signage, to be placed at the locations set forth hereinabove.

Section 5. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 6. 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 7. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: April 18, 2022.

SECOND READING: April 18, 2022.

PASSED AND APPROVED this 18th day of April, 2022, by a vote of 7 ayes, 0 nays, 0 abstentions, and 1 absent.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 18, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Liza Walker (signed)
 City Clerk

Motion to Lay on the Table a Bill)
 Proposing an Ordinance Amending)
 Chapter 65 of the Code of Ordinances)
 Related to Babysitting as a Home)
 Occupation, as submitted by Brian)
 Powell)

Motion made by Alderman Cunningham, seconded by Alderwoman Liley, to lay on the table a Bill proposing an Ordinance amending Chapter 65 (Zoning) of the Code of Ordinances, related to babysitting as a home occupation, as submitted by Brian Powell. Ayes-5; Nays-2: Alderman Sander and Alderman Hitt; Absent-1.

Mayor Hahs presents a Plaque to)
 Alderman Cunningham)

Now comes forth Mayor Hahs to present to Alderman Larry Cunningham a plaque in recognition of his years of service to the citizens of the City of Jackson from 1992-2022.

Motion to Adjourn the Meeting, *Sine Die*)

Motion made by Alderman Hitt, seconded by Alderman Baker, to adjourn *sine die* at 7:22 P.M. Ayes-7; Nays-0; Absent-1.

ATTEST:

 Mayor

 City Clerk



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, April 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Oath of Office to Newly Elected Officials)

Now is presented the Oath of Office to Alderman/Ward 1 – Paul Sander, Alderman/Ward 2 – David Reiminger, Alderman/Ward 3 – Mike Seabaugh, and Alderman/Ward 4 – Joe Bob Baker by City Clerk/Treasurer Liza Walker. The Board Members are sworn into office. The oaths are received and commissions are ordered by Mayor Dwain L. Hahs to be issued to each of the elected officials.

The Board of Aldermen met in the New Board Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Joe Bob Baker, Mike Seabaugh, Paul Sander, Tommy Kimbel, David Hitt, Katy Liley, and David Reiminger. Present-7; Absent-1: Alderwoman Wanda Young.

Motion to Approve the Mayor's)
 Appointments to Various Committees,)
 Boards, and Positions)

Power, Light, & Water Committee

David Reiminger – Chairman, President of the Board
 Mike Seabaugh
 Tommy Kimbel
 Paul Sander

Street, Sewer, & Cemetery Committee

Katy Liley – Chairwoman
 Joe Bob Baker
 David Hitt
 Wanda Young

Planning & Zoning Board

1. Tina Weber	2026
2. Bill Fadler	2026
3. Eric Fraley	2026
4. Harry Dryer	2025
5. Heather Harrison	2025
6. Angelia Thomas	2024
7. Beth Emmendorfer	2024
8. Michelle Doughten	2023
9. Anthony Koeller	2023
Dwain L. Hahs	Mayor



CITY OF JACKSON
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MINUTES

Joe Bob Baker
Mike Seabaugh
Janet Sanders

Alderman Assigned
Alderman Assigned
Building & Planning Manager

Park Board

1. Whitney Tate	2025
2. Darin Pettit	2025
3. Robert Lichtenegger	2025
4. Cathy Reiminger	2024
5. Rodney Ladreiter	2024
6. David Seabaugh	2024
7. Shana Williams	2023
8. Michelle Flath	2023
9. Luke Dry	2023
Katy Liley	Alderwoman Assigned
Jason Lipe	Parks & Rec Director

Historic Preservation Commission

1. Terri Tomlin	2025
2. Sara Appel	2025
3. Marybeth Niederkorn	2024
4. Estelee Wood	2023
5. Jeff Long	2023
	Alternate, 2023
David Reiminger	Liaison Member
Janet Sanders	Building & Planning Manager

Community Outreach Board

1. Leigha Kopf	2025
2.	2025
3.	2025
4.	2025
5.	2025
6. Alynda Smithey	2024
7. Rick Murray	2024
8. Andrea Talley	2024
9. Angelia Thomas	2024
10.	2024
11. Marco Otten	2023
12.	2023
13.	2023



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, April 18, 2022 at 6:00 PM
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MINUTES

- | | | |
|-----|-----------------|-----------------------|
| 14. | | 2023 |
| 15. | | 2023 |
| | Wanda Young | Aldерwoman Assigned |
| | David Hitt | Alderman Assigned |
| | Jason Mouser | Fire Chief |
| | James Humphreys | Police Chief |
| | Jason Lipe | Parks & Rec. Director |

Zoning Board of Adjustment

- | | | |
|----|----------------|-----------------|
| 1. | Jason Liley | 2026 |
| 2. | Kevin Schaper | 2025 |
| 3. | Howard Hemmann | 2024 |
| 4. | Kenneth White | 2023 |
| 5. | Brent Wills | 2022 |
| | Lynette Moore | Alternate, 2027 |
| | Wade Bartels | Alternate, 2024 |
| | Mike Berti | Alternate, 2023 |

Now comes forth, Dwain L. Hahs, to appoint the Chairman and members to the Power, Light, and Water Committee and the Chairwoman and members to the Street, Sewer, and Cemetery Committee and David Reiminger as the President of the Board of Aldermen and the members to the various boards, committees, and positions.

Motion by Alderman Reiminger, seconded by Alderman Kimbel, to approve the Mayor's appointments of the Chairman and members to the Power, Light, and Water Committee and the Chairwoman and members to the Street, Sewer, and Cemetery Committee; David Reiminger as the President of the Board of Aldermen; and the members to the various boards, committees, and positions, as recommended on the Mayor's Committee Appointments list. Ayes-7; Nays-0; Absent-1.

Motion to Adjourn the Meeting)

Meeting concluded at 7:27 P.M., on a motion by Alderman Baker, seconded by Alderman Reiminger, to adjourn the meeting. Ayes-7; Nays-0; Absent-1.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

ATTEST:

Mayor

City Clerk

MEMO



To: Mayor and Board of Aldermen
From: Don Schuette
Date: Thursday, April 28, 2022
Re: Change Order #2 I-55 Substation Site Prep

Mayor and Board of Aldermen,

Please see the attached Change Order #2 for the I-55 Substation Site Preparation Project.

The attached change order is for additional time from the original contract completion dates. The excavation portion of the project is approximately 95% complete. The crushed stone base has been placed and compacted and is complete. The additional time requested is due to weather delays. No project cost increase is requested for this change order, just a time extension.

The contractor, Tom Beussink, has been very responsive and very diligent in his 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

BCHANGE ORDER NO.: 2

Owner: City of Jackson, MO Owner's Project No.: n/a
 Engineer: Koehler Engineering Engineer's Project No.: 38220
 Contractor: Tom Beussink Excavating Contractor's Project No.: n/a
 Project: I-55 Electric Substation
 Contract Name: Agreement between City of Jackson, MO and Tom Beussink Excavating, Inc.
 Date Issued: April 26, 2022 Effective Date of Change Order: May 2nd, 2022

The Contract is modified as follows upon execution of this Change Order:

Description and associated Cost increase (decrease):

The change increases the Contract Amount:

\$0.00

Total:

\$0.00

The project is substantially complete, however the current nationwide supply chain delays/disruptions have affected this project, and extensive wet weather delays have extended the time required to establish final grading and seed, mulch, and stabilize the site. The contract is being extended to the end of June for final grading, seeding, mulching, and site stabilization.

Attachments:

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 337,416.00		Substantial Completion: Dec. 27, 2021	
		Ready for final payment: Jan. 26, 2022	
Increase from previously approved Change Orders No. 0 to No 1:		Change from previously approved Change Orders No.0 to No. 1:	
\$ 0.00		Substantial Completion: Added 63 Days	
		Ready for final payment: Added 124 Days	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 337,416.00		Substantial Completion: February 28, 2022	
		Ready for final payment: April 30, 2022	
Increase this Change Order:		An Increase From this Change Order:	
\$ 0.00		Substantial Completion: 0 Days	
		Ready for final payment: 61 Days	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 337,416.00		Substantial Completion: February 28, 2022	
		Ready for final payment: June 30, 2022	

Recommended by Engineer (if required)

Accepted by Contractor

By:




Chris Koehler, PE, PLS

Tom Beussink

Title: Pres., Koehler Engineering

President, Tom Beussink Excavating, Inc.

Date: April 26, 2022

April 27, 2022

Authorized by Owner

Approved by Funding Agency (if applicable)

By:

Honorable Dwain Hahs

Title: Mayor

Date:

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Thursday, April 28, 2022
Re: Civic Center Directional and Informational Sign – Change Order #3

Attached to this memo is Change Order No 3 for the Jackson Civic Center Directional and Informational Sign Project. The purpose of this change order is to extend the date of the contract due to new information gathered regarding the location of the right-of-way along East Deerwood Drive as it relates to the proposed location of the sign.



City of Jackson

CHANGE ORDER

Coast to Coast Signs, LLC

3

Name of Contractor

Change Order No.

3180 Outer Road North

Scott City, MO 63780

Contractor Address

City/State/Zip

Jackson Civic Center Directional and Informational Sign Project

4/27/2022

Project Name

Date

Description: ☐ See Attachments

The purpose of this change order is to extend the date of the contract due to new information gathered regarding the location of the right-of-way along East Deerwood Drive as it relates to the proposed location of the sign.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 78,496.00	Original Contract End Date: November 12, 2021
Previous Change Orders: \$ 435.00	Net Change from Previous Change Orders: 168
Contract Price prior to this Change Order: \$ 78,931.00	Contract End Date prior to this Change Order: April 29, 2022
Net Increase (Decrease) of this Change Order: \$ 0.00	Net Increase (Decrease) of this Change Order: 91
Contract Price with all approved Change Orders: \$ 78,931.00	Contract End Date with all approve Change Orders: July 29, 2022

Recommended By:


Jason Lipe, Parks and Recreation Director

4/28/22
Date

Authorized By:

Mayor, City of Jackson

Date

Accepted By:


Contractor Auth. Representative

4-27-22
Date

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Thursday, April 28, 2022
Re: Independence Day Fireworks Display Program Bid Tabulation

Bids were solicited for the Independence Day Fireworks Display Program on Wednesday, March 30. A Notice to Bid was published in the Cash-Book Journal newspaper on March 30 and April 6. Sealed bids were opened on Tuesday, April 19. All American Fireworks, LLC, d/b/a Gladiator Pyro was the only bidder with a bid of \$13,250 per year of a 3-year agreement. The bid tabulation sheet is attached to this memo. Staff has acquired the required insurance information and signatures on the contract, and recommends awarding the bid to All American Fireworks, LLC, d/b/a Gladiator Pyro.



Independence Day Fireworks Display Program
Bid Opening 2:00 PM, April 19, 2022

Company	Base Bid
GLADIATOR PYRO	\$13,250

Witnesses: *Ch Eastwick*

**CITY OF JACKSON, MISSOURI
INDEPENDENCE DAY FIREWORKS DISPLAY PROGRAM
BID SHEET**

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

Gladiator Pyro proposes to furnish all labor, equipment, and materials for the **INDEPENDENCE DAY FIREWORKS DISPLAY PROGRAM** and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following lump sum bid price:

BID PRICE:

\$ 13,250 per annual fireworks display event for 3 consecutive years (2022, 2023, 2024).

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

(X) familiarization with all terms, conditions, and specifications herein stated; and

(X) company is qualified to perform work and services as included; and

(X) all submittal requirements are attached hereto.

Submitted on 19 April, 2022.

Name of company: Gladiator Pyro

Business address: 7237 Hwy 67 North, Poplar Bluff, MO. 63901

Phone number: 417-849-7436

Fax number: 573-785-9328

Troy Wisdom

Signature of Contractor's Authorized Representative

Troy S. Wisdom

Printed Name of Contractor's Authorized Representative

Gladiator Pyro

7237 Hwy 67 North
 Poplar Bluff, MO 63901 USA
 Phone: 417-849-7436



QUOTE NUMBER: 1879
QUOTE DATE: 4/17/2022

TERMS: 50% due prior to show; remainder day of shoot

Ship from	Bill to	Ship to
Gladiator Pyro 7237 Hwy 67 North Poplar Bluff, MO 63901 USA	City of Jackson, MO.	City of Jackson, MO.

Product ID	Description	Packing	Quantity
149	3" Assorted		330
150	3" Ti-salutes All Noise		30
151	4" Assorted		160
152	5" Assorted		92
153	6" Assorted		45
304	E-Match		667

Sub-total:	11,602.27
Insurance:	1,160.37
Shooter Fee:	1,500.00
Shipping / Handling:	470.28
Multi-Year discount:	-1,482.92
Total:	13,250.00

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *ALL AMERICAN FIREWORKS, LLC D/B/A GLADIATOR PYRO OF WILLARD, MISSOURI*, RELATIVE TO THE *INDEPENDENCE DAY FIREWORKS DISPLAY PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **All American Fireworks, LLC d/b/a Gladiator Pyro of Willard, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: May 2, 2022.

SECOND READING: May 2, 2022.

PASSED AND APPROVED this 2nd day of May, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this 28th day of April, 20 22, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **ALL AMERICAN FIREWORKS, LLC, DBA: GLADIATOR PYRO** of Willard, Missouri, hereinafter referred to as “**Contractor**,” in connection with that work known as Independence Day Fireworks Display Program to be completed for the City.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor dated April 19, 2022, 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 made a part hereof as Exhibit A, 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.
- B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents, and in all respects Contractor acknowledges and agrees that it is an independent contractor.
- 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

\$13,250
(figures)

Thirteen thousand, two-hundred fifty dollars
(words)

more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

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

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

Address:

101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

All American Fireworks, LLC, DBA Gladiator Pyro
Contractor Name

Troy Wisdom
Signature

Troy S. Wisdom
Printed Name

COO
Title

ATTEST:

Signature

Printed Name

Title

Address:

P.O. Box 1053
Poplar Bluff, MO. 63901

EXHIBIT A
CITY OF JACKSON, MISSOURI
INDEPENDENCE DAY FIREWORKS DISPLAY PROGRAM
SPECIFICATIONS & PROPOSAL DOCUMENTS

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

SCOPE OF WORK: The Independence Day Fireworks Display Program is a program that provides for the annual display of a fireworks show in the City Park during the Independence Day Celebration for a term of three consecutive years. The Contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the program.

LOCATION OF WORK: The fireworks display area is near Rotary Lake in the City Park. See Exhibit A for the location map.

BID PRICE: All bid prices shall be “per annual fireworks display event” serviced by the Contractor under this program. The bid price is the amount paid to the Contractor each individual year for the three consecutive years under the program.

DESIGN OF DISPLAY: The Contractor shall be responsible for using its expertise and training to install and display the fireworks show in the manner most aesthetically pleasing in the Contractor’s expert opinion and subject to the approval of the Parks & Recreation Director of the City.

SPECIFICATIONS:

- A. Display must be a minimum of 25 minutes in length and shall begin promptly at 9:30 p.m.
- B. City will provide all necessary safety zones.
- C. Contractor shall provide a computer model of display for preview by the City.
- D. All necessary permits must be secured 30 days prior to show.
- E. Display shall include a spectrum of styles, patterns, and sound effects. Shells shall not exceed 6” in diameter (approx. 600 feet to spectators and important structures). Emphasis is placed on shells reaching a height of 100 feet or higher.
- F. All shells must be fired with an electronic computer firing system. There should be no large gaps of time between shells, good display pacing, multiple firing, tailed effect, and a choreographed control of the display execution. Contractor shall provide information on average pace of shells per minute.
- G. City Fire Chief will have sole discretion as to the decision to fire shells based on inclement weather, wind, crowd issues, security, etc.
- H. Contractor must be available for display on back-up date (generally the next day). Display presentation must be staffed and executed by trained and licensed personnel in pyrotechnics. The specific date will be identified in the Contract for Services.

- I. In the event the display is canceled for any reason, contractor is responsible for securing product and equipment in the staging area. Contractor is also responsible for providing security needed for equipment, product and staging area until the display is executed on the back-up date.
- J. City will barricade and determine staging location.
- K. Staging area for firing display will be ready for set-up at 8:00 a.m. on the day prior to the scheduled event.
- L. Contractor is required to provide security at staffing area for equipment and product during pre-event set-up and up through display.
- M. Contractor must be federally licensed for pyrotechnic displays.
- N. Contractor will be required to attend a pre-event organizational meeting with City staff.
- O. Contractor must submit an invoice prior to receiving payment.
- P. City will provide support at the event to include Parks & Recreation and Public Safety personnel.
- Q. Contractor shall help identify and locate any unexploded shells.
- R. Contractor shall participate with a sweep of grounds for debris at the conclusion of the event.

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

ADDITIONAL WORK: The City reserves the right to negotiate with the Contractor for additional display services.

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

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

LAWS TO BE OBSERVED: The Contractor shall at all times observe and comply with 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 considered.

BID SHEET: The Contractor must prepare and submit a completed Bid Sheet. By signing, the Contractor acknowledges the agreement with the general specifications, conditions, and contract requirements. The Contractor shall also be responsible for submitting a written proposal providing a detailed listing of the display outline, firing equipment, staffing, proof of Federal license, proof of insurance, cancellation security/storage plan, rain date, delivery, and installation.

BID QUOTATIONS: The bid quotation for the display shall include all costs associated with the event, including all equipment, product, permitting, staffing, delivery, insurance, installation, breakdown/clean-up, taxes, and service charges. Bids are to be quoted in one lump sum for a land-based shoot.

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.

TERM OF AGREEMENT: The term of this agreement shall be for three Independence Day holidays with the first holiday beginning on July 4, 2022 and with the final holiday terminating on July 4, 2024.

PAYMENT: The Contractor shall be paid as follows:

- (a) Fifty percent paid prior to June 15 of each year.
- (b) Fifty percent paid prior to July 15 of each year.

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.

The Contractor shall indemnify and save harmless the Owner, its officers, agents, employees, and servants against all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any Work under the Contract.

Prior to activities commencing the Independence Day Fireworks Display, the Contractor shall furnish the City with a certificate of insurance evidencing the required coverages, conditions, and limits required by this agreement, have the City, its officers, agents, volunteers, lessees, invites, and employees covered as named as an additional insured and provide the appropriate additional insured endorsements. Each additional insured endorsement shall expressly afford coverage to the additional insured's not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations.

All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Owner naming the Owner 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.

CONTINUATION CONTINGENT ON DONATIONS: The parties agree that this program may be expanded in the event the City raises funds sufficient for expansion. However, in the event that donations sufficient to fund the program are not raised, then the Agreement shall be null and void.

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Thursday, April 28, 2022
Re: Eat Smart In Parks Grant with Missouri Department of Health and Senior Services

The City of Jackson has been awarded an Eat Smart In Parks grant through the Missouri Department of Health and Human Services. This grant is a \$4,000 reimbursement grant for the intent of purchasing equipment and marketing materials at the City Pool.

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A PROGRAM SERVICES CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE *MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES*, RELATIVE TO THE *EAT SMART IN PARKS 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 program services contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

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

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

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

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

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

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

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

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

FIRST READING: May 2, 2022.

SECOND READING: May 2, 2022.

PASSED AND APPROVED this 2nd day of May, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking # 51706	Contract Title: EAT SMART IN PARKS	
Contract Start: 9/30/2022	Contract End: 9/30/2022	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:	Amend #: 00	

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) JACKSON CITY		
DOING BUSINESS AS (DBA) NAME		
MAILING ADDRESS 101 COURT STREET		
CITY, STATE, and ZIP CODE JACKSON MO 63755		
REMIT TO (PAYMENT) ADDRESS (if different from above)		
CITY, STATE, and ZIP CODE		
CONTACT PERSON	EMAIL ADDRESS	
PHONE NUMBER	FAX NUMBER	
TAXPAYER ID NUMBER (TIN) *****1808	UEI NUMBER	DUNS NUMBER
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE	
PRINTED NAME	TITLE	
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE	

EAT SMART IN PARKS

1. GENERAL

- 1.1 The contract amount shall not exceed \$4,000.00 for the period of Date of Award through September 30, 2022.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Bureau of Community Health and Wellness

Program Contact: Pat Simmons

Address: P.O. Box 570 Jefferson City, MO 65102

Phone: (573) 522-2820

Email: Pat.Simmons@health.mo.gov

2. PURPOSE

- 2.1 The purpose of this contract is to increase the availability of healthy options for sale in Missouri municipal parks' food service operations through the implementation of the Eat Smart in Parks recommendations.

3. DEFINITIONS

- 3.1 Eat Smart in Parks (ESIP) is a statewide program that supports healthier food and beverage options in Missouri's state and local parks. This effort includes guidelines to assist parks with serving healthier options, training and technical assistance for parks to assist them with using the guidelines, and an ESIP Toolkit located at the following link; <https://extension.missouri.edu/programs/healthy-concessions/eat-smart-in-parks>, which provides step-by-step directions and materials to promote healthier items.

4. DELIVERABLES AND OUTCOMES

- 4.1 The Contractor shall participate in the live or recorded orientation webinar explaining available resources and technical assistance for implementing healthier food service operations. The Contractor will be notified by the Department of the webinar date and time once established.
- 4.2 The Contractor shall add healthy options to the park menu.
- 4.2.1 At minimum, menu changes at the targeted food service venue should result in at least 10% of all foods and 10% of all beverages meeting the ESIP nutrition guidelines.
- a. If prior to participation, 10% of the food and beverage options already meet the ESIP guidelines, then menu changes should result in a 10% increase in foods and beverages meeting the ESIP nutrition guidelines.
- 4.2.2 New items must meet the ESIP guidelines found in the ESIP toolkit: <https://extension.missouri.edu/n2051>
- 4.2.3 Menu changes must be sustained throughout the 2022 park season. However, specific healthy items can vary throughout the season based on consumer preferences.
- 4.2.4 Food service venues in which changes are made can include concession stands, vending machines, restaurants and snack bars.
- 4.3 The Contractor may partner with University of Missouri Extension (MUE) Nutrition and Health Specialists for free assistance with implementing the ESIP guidelines.

5. REPORTS

- 5.1 The Contractor shall submit a completed pre- and post-intervention nutrition analysis of the foods and beverages offered using a tool provided by the Department to document improvements made. Free assistance is available from University of Missouri Extension Nutrition and Health Specialists for completing the assessment.
- 5.1.1 The Contractor shall submit the completed pre-intervention nutrition analysis within thirty (30) calendar days of the contract start date. The post-intervention nutrition analysis should be submitted no later than thirty (30) calendar days before the contract end date.

5.2 The Contractor shall complete a brief pre- and post-intervention survey that assesses marketing techniques used prior to and after the intervention.

5.2.1 The Contractor shall complete the pre-survey within thirty (30) calendar days of the contract start date. The post-intervention survey should be completed no later than thirty (30) calendar days before the contract end date.

5.3 The Contractor shall submit digital photo(s) depicting the changes made to the food service by the end of the contract period.

6. BUDGET AND ALLOWABLE COSTS

6.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the following budget categories: Personnel, Supplies, Equipment, Promotion, and Other.

6.1.1 The Department will not reimburse purchases of: food or beverages, direct services (such as personal health services) and capital improvements (such as building of permanent structures/renovations).

6.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

6.3 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.

6.4 The Contractor must have the prior written approval of the Department for any travel related expenses.

6.5 The Contractor shall follow competitive procurement practices.

7. INVOICING AND PAYMENT

7.1 The Contractor shall understand and agree the state reserves the right to make contract payments to the contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

7.2 The Contractor shall invoice the Department on the Contractor's original descriptive business invoice form. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.

- 7.3 The Contractor shall submit invoices quarterly. Invoices shall be due by the last day of the month following the quarter in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 7.4 The Department will pay the Contractor quarterly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract. The Contractor may submit multiple invoices. The Department will not reimburse the full contract amount until all deliverables have been met and reports have been received.
- 7.5 The Contractor shall submit invoices and reports to:
- Missouri Department of Health and Senior Services
Division of Community and Public Health
Bureau of Community Health and Wellness
P.O. Box 570
Jefferson City, MO 65102-0570
- 7.6 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 7.7 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 7.8 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 7.9 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 7.9.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:
- Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

7.10 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.

7.11 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

8. AMENDMENTS

8.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

9. MONITORING

9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.

9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.

10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor

shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 11.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

12. LIABILITY

- 12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated

with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 13.2 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

- 14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section

274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

15. TERMINATION

- 15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 15.1.2 A change in federal or state law relevant to this contract occurs; or
 - 15.1.3 A material change of the parties to the contract occurs; or
 - 15.1.4 By request of the Contractor.
- 15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.
 - 15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. **CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. **CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

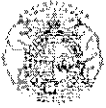
In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	51706	State: 0%	\$0.00	Federal: 100%	\$4,000.00
Contract Title:	EAT SMART IN PARKS				
Contract Start:		Contract End:	9/30/2022	Amend#:	00
Contract #:					
Vendor Name:	JACKSON CITY				

CFDA: 93.439 **Research and Development:** N
CFDA Name: STATE PHYSICAL ACTIVITY AND NUTRITION (SPAN)
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award: 5NU58DP006506-04, 6NU58DP006506-04
Federal Award Name: MISSOURI PHYSICAL ACTIVITY AND NUTRITION PROGRAM (MPAN)
Federal Award Year: 2021 **DHSS #:** DP006506-04 **Federal Obligation:** \$4,000.00

* The Department will provide this information when it becomes available.

Project Description:

The purpose of this contract is to increase the availability of healthy options for sale in Missouri municipal parks' food service operations through the implementation of the Eat Smart in Parks recommendations.



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Kent Peetz, Director of Public Works

DATE: April 29, 2022

RE: Wastewater Rate Study Update

Attached you will find the update to our Wastewater Rate Study. Horner and Shifrin presented 4 scenarios for your consideration as presented in the last Study Session.

JACKSON, MO WASTEWATER SYSTEM RATE STUDY REPORT

City of Jackson, Missouri



April 2022

prepared by:

HORNER  SHIFFRIN

JACKSON WASTEWATER RATE STUDY REPORT

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Executive Summary

This wastewater rate study analysis was commissioned by the City to update the 2020 rate study and evaluate new rate structures to ensure the continued successful operation and maintenance of the wastewater system.

This study analyzed the following rate increase scenarios:

- Scenario #1 - One rate increase in 2023 to cover proposed Phase 1 projects at the City's wastewater treatment plant financed by a \$10.1M SRF loan.
- Scenario #2 – Looks to finance \$22.4M in improvements to the wastewater treatment plant and sanitary collection system (Phases 1, 2 and 3). The City would receive three SRF loans to fund these projects and close on loans in 2023, 2026 and 2029. Phased-funding options were evaluated for this scenario.

For this study, we updated wastewater operations and maintenance costs and proprietary fund contributions based on the 2021 and 2022 budgets and the 2020 final audit report. For revenue projections, we adjusted rates by the Consumer Price Index (CPI) of 5.0% (close to recent historical data) for those years when not closing on a new SRF loan. On years when adding new SRF funding (2023 for Scenario #1 and 2023, 2026 and 2029 for Scenario #2), we tested various percentage increases to produce adequate revenue to fund the wastewater system. Customer and usage data were updated based on the City's Missouri Public Utility Alliance (MPUA) Data Sheets from the last four years (2019-2022).

Using this methodology, under Scenario #1, a rate increase of 25.2% in 2023 consisting of a monthly minimum charge of \$17.74 per month with a user unit charge of \$4.32 per 1,000 gallons of usage would fully fund the wastewater system. For a 5,000-gallon user, this works out to a monthly fee of \$39.34. This will fully fund the wastewater system with no yearly deficits.

Under this scenario, upon retirement of the City's existing long-term debt (2024 and 2029), the wastewater department will see large increases in net revenue under the recommended rate schedule. These net revenue surpluses could be offset by foregoing the annual CPI increases in any given year or by adjusting the amount of money allocated to the proprietary fund accounts.

Horner & Shifrin also evaluated a scenario where the rate structure and revenues from Scenario 1 (that resulted in the surplus net revenue) were applied to the expenses for the wastewater system that include the Phase 2 and Phase 3 projects. That evaluation indicated that using the proposed schedule of rate increases recommended for Scenario #1 (the 25.2% increase) would also be sufficient to fund the wastewater system, including all Phase 1, Phase 2 and Phase 3 projects.

Note that anything less than the 25.2% rate increase for the first SRF loan will result in the wastewater system running at a deficit in some years. The duration and amount of the deficits will be dependent on the actual rate increases that are implemented by the City.

In regard to the phased-funding options, one includes three equal rate increases of 7% that would occur in years corresponding with the SRF loan closings (2023, 2026 and 2029). All other years would be subject to the annual CPI rate adjustment. According to this proposed schedule of rate increases, the system revenues will show deficits in years 2023 through 2026 and 2029-2030. In all other years, revenues will be sufficient to fund the wastewater system for the projected period.

For the second phased-funding option, there would be three rate increases. A 10% rate increase would occur with the loan closing in 2023 and a 7% increase that would occur with the SRF loan closings in 2026 and 2029. All other years would be subject to the annual CPI rate adjustment. According to this proposed schedule of rate increases, the system revenues will show deficits in years 2023, 2024 and 2029. In all other years, revenues will be sufficient to fund the wastewater system for the projected period.

However, given the uncertainty surrounding the economy, including inflation and interest rates, changing rules and regulations surrounding state and federal infrastructure funding, Congressional mid-term elections this year and a Presidential election in 2024, it may be prudent for the City to take a short-term look at funding the wastewater system.

By taking a short-term approach, the City can reevaluate conditions at the end of the period to determine their next steps in funding the system. Also at that time, it should be clearer how ARPA (American Rescue Plan Act) and/or IIJA (Infrastructure Investment and Jobs Act) grants may be available to supplement project funding.

1.0 BACKGROUND INFORMATION

1.1 Rate Study History

In 2013, the City's sewer rates were adjusted to raise the minimum charge for all customers to \$12.26 with a monthly user unit charge of \$2.98 per 1,000 gallons. At that time, the City's ordinances were also revised to allow an annual increase tied to the consumer price index. Table 2 shows the City's rate structure since 2012.

Table 1 – Rate Structure 2012 – 2022

Year	Minimum charge	User Unit Charge	5K gallon user pays
2012	\$4.62	\$2.98	\$19.52
2013	\$12.26	\$2.98	\$27.16
2014	\$12.47	\$3.03	\$27.62
2015	\$12.66	\$3.08	\$28.06
2016	\$12.76	\$3.10	\$28.26
2017	\$12.85	\$3.12	\$28.45
2018	\$13.12	\$3.19	\$29.07
2020	\$13.65	\$3.32	\$30.25
2021	\$13.96	\$3.39	\$30.91
2022	\$14.16	\$3.45	\$31.41

2.0 BASIS OF SEWER USER RATE ASSESSMENT

Sewer user rates are required to be structured so as to completely finance the municipal wastewater system operation, maintenance, debt, and debt reserve payments.

2.1 Wastewater Plant Operation and Maintenance Costs

An essential component of the City's overall wastewater system budget is the wastewater plant operation and maintenance costs. For the purposes of this study, the 2022 budget total of \$1,122,802 was used as a basis for future projections.

2.2 Distributions to Water/Sewer Surplus & Wastewater Replacement Accounts

The Waterworks and Sewerage System Fund and Wastewater System Fund are proprietary funds used for the acquisition, operation, and maintenance of the City's sewer utility facilities and services. The Waterworks and Sewerage System Fund is also used for the acquisition, operation, and maintenance of the City's water utility.

After all required payments have been made, distributions from the remaining net operating revenue of the utilities are allocated to the proprietary fund accounts. Both the water and wastewater utility contribute to the Waterworks and Sewerage Fund while the Wastewater System Fund receives contributions only from the wastewater utility. Presently, the City has a balance in the wastewater replacement account which meets the requirements dictated by law. The following table shows the distributions to both of these accounts for the past nine years.

Table 2 – Yearly Distribution to Proprietary Funds

Year	Proprietary Funds	
	Water/Sewer Surplus	Wastewater Replacement
2014	\$530,076	\$51,000
2015	\$636,951	\$46,058
2016	\$593,949	\$51,050
2017	\$507,962	\$51,100
2018	\$569,053	\$51,100
2019	\$611,174	(\$14,859)
2020	\$653,295	--
2021	\$824,734*	--
2022	\$860,652*	--

*budget

2.3 Debt Service – Existing Loan Paybacks

In fiscal year 2020, the City was obligated to pay on SRF loans from 2002 (2002A) and a 2013 COPS loan for the UV disinfection system. The 2002A is payable through January 2023 and the 2013 COPS through November 2028.

The Series 2002A had an original amount of \$4,245,000 and was dated May 1, 2002. The outstanding balance due as of December 31, 2020 was \$745,000. The remaining payment stream is shown in the following table.

Table 3 – Series 2002A Loan Payback Schedule

<u>Due Date</u>	<u>Rate</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
01/01/21	5.000%	240,000	18,941	258,941
07/01/21			12,941	12,941
01/01/22	5.100%	250,000	12,941	262,941
07/01/22			6,566	6,566
01/01/23	5.150%	<u>255,000</u>	<u>6,566</u>	<u>261,566</u>
		\$745,000	\$57,955	\$802,955

The 2013 COPS had an original amount of \$1,550,000 and was dated April 17, 2013. The outstanding balance due as of December 31, 2020 was \$890,000. The remaining payment stream is shown in the following table.

Table 4 – 2013 COPS Loan Payback Schedule

<u>Due Date</u>	<u>Rate</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
05/01/21			13,512	13,512
11/01/21	2.500%	100,000	13,512	113,512
05/01/22			12,262	12,262
11/01/22	2.500%	105,000	12,262	117,262
05/01/23			10,950	10,950
11/01/23	3.000%	105,000	10,950	115,950
05/01/24			9,375	9,375
11/01/24	3.000%	110,000	9,375	119,375
05/01/25			7,725	7,725
11/01/25	3.000%	110,000	7,725	117,725
05/01/26			6,075	6,075
11/01/26	3.375%	115,000	6,075	121,075
05/01/27			4,134	4,134
11/01/27	3.375%	120,000	4,134	124,134
05/01/28			2,109	2,109
11/01/28	3.375%	<u>125,000</u>	<u>2,109</u>	<u>127,109</u>
		\$890,000	\$132,284	\$1,022,284

2.4 Capital Improvement Plan

The Wastewater Department's 10-year plan calls for the following projects split into three phases for SRF funding, as shown in Table 5 on the next page.

Table 5 – Proposed Capital Improvement Plan

Proposed Project Cost Phasing				
City of Jackson, MO Wastewater Facility Plan Implementation Program				
Project No.	Project Name	System	Funding Year	2022 FP Update
Projects to be Funded Under SRF - Phase 1:				
C21	Sludge Treatment Upgrade	WWTP	2023	\$ 4,233,500
	Digester 1 Equip. Build. Expansion	WWTP	2023	\$ 325,000
	Fine Screen Structure	WWTP	2023	\$ 132,000
	Digester Blower Replacement	WWTP	2023	\$ 769,000
C22	Screen Building Modifications	WWTP	2023	\$ 142,000
C23	Admin. (Control) Building	WWTP	2023	\$ 756,000
C24	Plant SCADA	WWTP	2023	\$ 65,000
C25	Plant Structural Rehab.	WWTP	2023	\$ 279,000
C26	Oxidation Ditch Basic Upgrade	WWTP	2023	\$ 1,772,000
C27	Screw Pump Rehab.	WWTP	2023	\$ 1,133,000
C32	Splitter Box Weir	WWTP	2023	\$ 40,000
C33	Clarifier Rehab.	WWTP	2023	\$ 1,104,000
C4	Flow Monitoring (Completed)	WWTP	2023	\$ 100,000
C23B	Administrative Building Upgrades	WWTP	2023	\$ 420,000
	Lab. Build. Elect. Room Modifications	WWTP	2023	\$ 50,000
	8" Waterline Extension - Admin Build.	WWTP	2023	\$ 370,000
	Facility Plan Amendment Letter	WWTP	2023	\$ 15,000
Subtotal SRF Phase 1 =				\$ 10,059,500
Projects to be Funded Under SRF - Phase 2:				
C1	Klaus Park Forcemain Improvements	Collection	2026	\$ 1,391,000
C5	Pump Station SCADA	Collection	2026	\$ 74,000
C6	I&I Inspections-Elwanda Watershed	Collection	2026	\$ 369,000
C7	I&I Inspections-Goose Creek Watershed	Collection	2026	\$ 1,030,000
Subtotal SRF Phase 2 =				\$ 2,864,000
Projects to be Funded Under SRF - Phase 3:				
C8	I&I Rehab. Elwanda Watershed	Collection	2029	\$ 2,376,000
C9	I&I Rehab. Goose Creek Watershed	Collection	2029	\$ 3,642,000
C13	Old Toll Road Interceptor	Collection	2029	\$ 1,758,000
C10	Hubble Creek Interceptor Reach A Ph 1	Collection	2029	\$ 1,559,000
Subtotal SRF Phase 3 =				\$ 9,335,000
Total Project Cost for SRF Phases 2 and 3 =				\$ 12,199,000
Total Project Cost for SRF Phases 1, 2 and 3 =				\$ 22,258,500

3.0 FUNDING SCENARIOS

Large-scale funding associated with future capital needs would be addressed through the SRF loan program. For a uniform repayment schedule the sewer rates established must ensure that the existing customer base can generate revenues that can satisfy the City's total wastewater system budget.

Payment of SRF loans do not require an actual debt reserve payment to be made, but rather an operating reserve (or equipment replacement fund) must be established based on an itemized 20-year repair and replacement schedule that must be part of the application. In addition, this fund must be at a minimum of 10% of the SRF loan payback amount.

Other requirements of the SRF program are that the money must be spent within three years of loan closing and that approved projects can only stay on the funding list for two years. According to Joan Doerhoff at MoDNR, the current rate for an SRF loan is 0.89%, but rates are trending up. Therefore, to be conservative, we calculated the SRF loans at a 1.5% interest rate.

As mentioned in the Executive Summary, we evaluated two scenarios, and each are described in more detail below.

3.1 Scenario #1 – Implement Phase 1 Projects Financed with an SRF Loan

The first scenario includes one rate increase in 2023 to cover projects at the City's wastewater treatment plant financed by a \$10.1M SRF loan.

The following table shows the proposed debt service for all of the existing and proposed future loans.

Table 6 – Debt Service for Scenario #1

	existing debt service				future debt service	
Year	2002A	2013 COPS	Total		SRF 1	Total
2022	\$269,507	\$129,524	\$399,031		\$0	\$399,031
2023	\$261,566	\$126,900	\$388,466		\$582,466	\$970,932
2024	\$0	\$128,750	\$128,750		\$582,466	\$711,216
2025	\$0	\$125,450	\$125,450		\$582,466	\$707,916
2026	\$0	\$127,150	\$127,150		\$582,466	\$709,616
2027	\$0	\$128,268	\$128,268		\$582,466	\$710,734
2028	\$0	\$129,218	\$129,218		\$582,466	\$711,684
2029	\$0	\$0	\$0		\$582,466	\$582,466
2030	\$0	\$0	\$0		\$582,466	\$582,466
2031	\$0	\$0	\$0		\$582,466	\$582,466
2032	\$0	\$0	\$0		\$582,466	\$582,466
2033	\$0	\$0	\$0		\$582,466	\$582,466
2034	\$0	\$0	\$0		\$582,466	\$582,466
2035	\$0	\$0	\$0		\$582,466	\$582,466

3.1.1 Scenario #1 Rate Structure

For revenue projections, we adjusted rates by the Consumer Price Index (CPI) of 5.0% (close to recent historical data) for those years when not closing on a new SRF loan.

Using this methodology, to be fully funded, a rate increase of 25.2% in 2023 would be required that consists of a monthly minimum charge of \$17.74 per month with a user unit charge of \$4.32 per 1,000 gallons of usage. For a 5,000-gallon user, this works out to a monthly fee of \$39.34.

Table 7 – Proposed Rate Schedule for Scenario #1

year	base rate	user charge	5K gallons	monthly fee
2022	\$14.16	\$3.45	\$17.25	\$31.41
2023 (RI)	\$17.74	\$4.32	\$21.60	\$39.34
2024 (CPI)	\$18.63	\$4.54	\$22.68	\$41.31
2025 (CPI)	\$19.56	\$4.76	\$23.81	\$43.37
2026 (CPI)	\$20.54	\$5.00	\$25.00	\$45.54
2027 (CPI)	\$21.56	\$5.25	\$26.25	\$47.82
2028 (CPI)	\$22.64	\$5.51	\$27.57	\$50.21
2029 (CPI)	\$23.77	\$5.79	\$28.95	\$52.72
2030 (CPI)	\$24.96	\$6.08	\$30.39	\$55.36
2031 (CPI)	\$26.21	\$6.38	\$31.91	\$58.12
2032 (CPI)	\$27.52	\$6.70	\$33.51	\$61.03

According to this proposed schedule of rate increases, the system revenues will be sufficient to fund the wastewater system for the projected period as shown in Table 8.

Table 8 – Projected Costs vs. Revenue for Scenario #1

Year	O&M	debt service	proprietary fund contributions	Total Expenses	Revenue	Net Revenue
2022	\$1,122,802.00	\$399,031.00	\$860,652.00	\$2,382,485.00	\$2,403,774.72	\$21,289.72
2023	\$1,178,942.10	\$970,932.00	\$860,652.00	\$3,010,526.10	\$3,010,684.08	\$157.98
2024	\$1,237,889.21	\$711,216.00	\$860,652.00	\$2,809,757.21	\$3,162,927.96	\$353,170.76
2025	\$1,299,783.67	\$707,916.00	\$860,652.00	\$2,868,351.67	\$3,318,383.52	\$450,031.85
2026	\$1,364,772.85	\$709,616.00	\$860,652.00	\$2,935,040.85	\$3,485,197.68	\$550,156.83
2027	\$1,433,011.49	\$710,734.00	\$860,652.00	\$3,004,397.49	\$3,658,895.52	\$654,498.03
2028	\$1,504,662.07	\$711,684.00	\$860,652.00	\$3,076,998.07	\$3,841,082.88	\$764,084.81
2029	\$1,579,895.17	\$582,466.00	\$860,652.00	\$3,023,013.17	\$4,034,628.84	\$1,011,615.67
2030	\$1,658,889.93	\$582,466.00	\$860,652.00	\$3,102,007.93	\$4,236,664.32	\$1,134,656.39
2031	\$1,741,834.42	\$582,466.00	\$860,652.00	\$3,184,952.42	\$4,447,189.32	\$1,262,236.90
2032	\$1,828,926.14	\$582,466.00	\$860,652.00	\$3,272,044.14	\$4,669,875.84	\$1,397,831.70

Note that in addition to the above costs, there will be administrative costs (by MoDNR) which will need to be accounted for in assessing the overall project costs. We do not anticipate any insurance of loan costs to be added given Jackson's solid credit rating.

Also note that upon retirement of the City's existing long-term debt (2024 and 2029) the wastewater department will see large increases in net revenue under the proposed rate schedule. These net revenue surpluses could potentially be offset by foregoing the annual CPI increases in any given year or by adjusting the amount of money allocated to the proprietary fund accounts.

3.2 Scenario #2 – Implement Phase 1, 2, and 3 Projects Financed with Three SRF Loans

The second scenario includes three SRF loans to fund \$22.4M in improvements to the wastewater treatment plant and the sanitary collection system. This would necessitate three loan closings to fund all of the City's projects listed in the projected capital improvement plan (CIP).

If we assume that three loans are taken out to pay for all of the CIP projects (20-year term at 1.5% interest) the annual debt service to be added for the first loan (loan amount = \$10,059,500) would be \$582,466. For the second (loan amount = \$2,864,000), annual debt service would be \$165,841. For the third (loan amount = \$9,335,000), annual debt service would be \$540,547. (Note that the loan amounts for the second and third SRF loans include adjustment factors to account for increased project costs due to inflation from the latest facility plan cost estimates).

The following table shows the proposed debt service for all of the existing and proposed future loans.

Table 9 – Debt Service for Scenario #2

Year	existing debt service				future debt service			
	2002A	2013 COPS	Total		SRF 1	SRF 2	SRF 3	Total
2022	\$269,507	\$129,524	\$399,031		\$0	\$0	\$0	\$399,031
2023	\$261,566	\$126,900	\$388,466		\$582,466	\$0	\$0	\$970,932
2024	\$0	\$128,750	\$128,750		\$582,466	\$0	\$0	\$711,216
2025	\$0	\$125,450	\$125,450		\$582,466	\$0	\$0	\$707,916
2026	\$0	\$127,150	\$127,150		\$582,466	\$165,841	\$0	\$875,457
2027	\$0	\$128,268	\$128,268		\$582,466	\$165,841	\$0	\$876,575
2028	\$0	\$129,218	\$129,218		\$582,466	\$165,841	\$0	\$877,525
2029	\$0	\$0	\$0		\$582,466	\$165,841	\$540,547	\$1,288,854
2030	\$0	\$0	\$0		\$582,466	\$165,841	\$540,547	\$1,288,854
2031	\$0	\$0	\$0		\$582,466	\$165,841	\$540,547	\$1,288,854
2032	\$0	\$0	\$0		\$582,466	\$165,841	\$540,547	\$1,288,854
2033	\$0	\$0	\$0		\$582,466	\$165,841	\$540,547	\$1,288,854
2034	\$0	\$0	\$0		\$582,466	\$165,841	\$540,547	\$1,288,854
2035	\$0	\$0	\$0		\$582,466	\$165,841	\$540,547	\$1,288,854

3.2.1 Scenario #2 Rate Structure

As noted in the previous section, implementing one single rate increase of 25.2% that results in yearly positive net revenues for the wastewater system also results in large surpluses when existing long-term debt expires in 2024 and 2029.

Horner & Shifrin evaluated a scenario where the rate structure and revenues from Scenario 1 (refer to Table 7) were applied to the expenses for the wastewater system that include the Phase 2 and Phase 3 projects.

That evaluation indicated that using the proposed schedule of rate increases recommended for Scenario #1 would also be sufficient to fund the wastewater system, including all Phase 1, Phase 2 and Phase 3 projects for the projected period as shown in Table 10.

Table 10 – Projected Costs vs. Revenue (1 rate increase)

Year	O&M	debt service	proprietary fund contributions	Total Expenses	Revenue	Net Revenue
2022	\$1,122,802.00	\$399,031.00	\$860,652.00	\$2,382,485.00	\$2,403,774.72	\$21,289.72
2023	\$1,178,942.10	\$970,932.00	\$860,652.00	\$3,010,526.10	\$3,010,684.08	\$157.98
2024	\$1,237,889.21	\$711,216.00	\$860,652.00	\$2,809,757.21	\$3,162,927.96	\$353,170.76
2025	\$1,299,783.67	\$707,916.00	\$860,652.00	\$2,868,351.67	\$3,318,383.52	\$450,031.85
2026	\$1,364,772.85	\$875,457.00	\$860,652.00	\$3,100,881.85	\$3,485,197.68	\$384,315.83
2027	\$1,433,011.49	\$876,575.00	\$860,652.00	\$3,170,238.49	\$3,658,895.52	\$488,657.03
2028	\$1,504,662.07	\$877,525.00	\$860,652.00	\$3,242,839.07	\$3,841,082.88	\$598,243.81
2029	\$1,579,895.17	\$1,288,854.00	\$860,652.00	\$3,729,401.17	\$4,034,628.84	\$305,227.67
2030	\$1,658,889.93	\$1,288,854.00	\$860,652.00	\$3,808,395.93	\$4,236,664.32	\$428,268.39
2031	\$1,741,834.42	\$1,288,854.00	\$860,652.00	\$3,891,340.42	\$4,447,189.32	\$555,848.90
2032	\$1,828,926.14	\$1,288,854.00	\$860,652.00	\$3,978,432.14	\$4,669,875.84	\$691,443.70

If the City prefers not to implement one single rate increase, we also present two additional rate scenarios. These phased-funding scenarios include three rate increases in 2023, 2026 and 2029. For these scenarios we also calculated system revenues by adjusting rates by the Consumer Price Index (CPI) of 5.0% (close to recent historical data) for those years when not closing on a new SRF loan and in years when adding new SRF funding, we tested various percentage increases to determine the effect on wastewater system revenue.

Note that anything less than the 25.2% rate increase for the first SRF loan will result in the wastewater system running at a deficit in some years. The duration and amount of the deficits will be dependent on the actual rate increases that are implemented by the City.

3.2.1.1 Three Equal Rate Increases of 7% Each

Under this rate scenario, there would be three equal rate increases of 7% that would occur in years corresponding with the SRF loan closings (2023, 2026 and 2029). All other years would be subject to the annual CPI rate adjustment. For the purposes of this study, we used a CPI of 5%. That rate schedule is shown in Table 11.

Table 11 – Three Equal Increases (7%) Rate Schedule

year	base rate	user charge	5K gallons	monthly fee
2022	\$14.16	\$3.45	\$17.25	\$31.41
2023 (RI)	\$15.15	\$3.69	\$18.46	\$33.61
2024 (CPI)	\$15.91	\$3.88	\$19.38	\$35.29
2025 (CPI)	\$16.70	\$4.07	\$20.35	\$37.05
2026 (RI)	\$17.87	\$4.35	\$21.77	\$39.65
2027 (CPI)	\$18.77	\$4.57	\$22.86	\$41.63
2028 (CPI)	\$19.71	\$4.80	\$24.01	\$43.71
2029 (RI)	\$21.08	\$5.14	\$25.69	\$46.77
2030 (CPI)	\$22.14	\$5.39	\$26.97	\$49.11
2031 (CPI)	\$23.25	\$5.66	\$28.32	\$51.57
2032 (CPI)	\$24.41	\$5.95	\$29.73	\$54.14

According to this proposed schedule of rate increases, the system revenues will show deficits in years 2023 through 2026 and 2029-2030. In all other years, revenues will be sufficient to fund the wastewater system for the projected period as shown in Table 12.

Table 12 – Projected Costs vs. Revenue (Three Equal Rate Increases Scenario)

Year	O&M	debt service	proprietary fund contributions	Total Expenses	Revenue	Net Revenue
2022	\$1,122,802.00	\$399,031.00	\$860,652.00	\$2,382,485.00	\$2,403,774.72	\$21,289.72
2023	\$1,178,942.10	\$970,932.00	\$860,652.00	\$3,010,526.10	\$2,571,391.80	(\$439,134.30)
2024	\$1,237,889.21	\$711,216.00	\$860,652.00	\$2,809,757.21	\$2,702,181.72	(\$107,575.49)
2025	\$1,299,783.67	\$707,916.00	\$860,652.00	\$2,868,351.67	\$2,835,380.40	(\$32,971.27)
2026	\$1,364,772.85	\$875,457.00	\$860,652.00	\$3,100,881.85	\$3,032,138.04	(\$68,743.81)
2027	\$1,433,011.49	\$876,575.00	\$860,652.00	\$3,170,238.49	\$3,185,184.84	\$14,946.35
2028	\$1,504,662.07	\$877,525.00	\$860,652.00	\$3,242,839.07	\$3,345,115.32	\$102,276.25
2029	\$1,579,895.17	\$1,288,854.00	\$860,652.00	\$3,729,401.17	\$3,579,963.36	(\$149,437.81)
2030	\$1,658,889.93	\$1,288,854.00	\$860,652.00	\$3,808,395.93	\$3,756,872.88	(\$51,523.05)
2031	\$1,741,834.42	\$1,288,854.00	\$860,652.00	\$3,891,340.42	\$3,945,141.00	\$53,800.58
2032	\$1,828,926.14	\$1,288,854.00	\$860,652.00	\$3,978,432.14	\$4,144,767.72	\$166,335.58

3.2.1.2 Three Rate Increases of 10%/7%/7%

Under this rate scenario, there would be three rate increases. A 10% rate increase would occur with the loan closing in 2023 and a 7% increase that would occur with the SRF loan closings in 2026 and 2029. All other years would be subject to the annual CPI rate adjustment. For the purposes of this study, we used a CPI of 5%. That rate schedule is shown in Table 13.

Table 13 – Three Rate Increases (10%/7%/7%) Rate Schedule

year	base rate	user charge	5K gallons	monthly fee
2022	\$14.16	\$3.45	\$17.25	\$31.41
2023 (RI-10%)	\$15.58	\$3.80	\$18.98	\$34.55
2024 (CPI)	\$16.35	\$3.98	\$19.92	\$36.28
2025 (CPI)	\$17.17	\$4.18	\$20.92	\$38.09
2026 (RI-7%)	\$18.37	\$4.48	\$22.38	\$40.76
2027 (CPI)	\$19.29	\$4.70	\$23.50	\$42.80
2028 (CPI)	\$20.26	\$4.94	\$24.68	\$44.94
2029 (RI-7%)	\$21.68	\$5.28	\$26.41	\$48.08
2030 (CPI)	\$22.76	\$5.55	\$27.73	\$50.49
2031 (CPI)	\$23.90	\$5.82	\$29.11	\$53.01
2032 (CPI)	\$25.09	\$6.11	\$30.57	\$55.66

According to this proposed schedule of rate increases, the system revenues will show deficits in years 2023, 2024 and 2029. In all other years, revenues will be sufficient to fund the wastewater system for the projected period as shown in Table 14.

Table 14 – Projected Costs vs. Revenue (Three Rate Increases 10%/7%/7% Scenario)

Year	O&M	debt service	proprietary fund contributions	Total Expenses	Revenue	Net Revenue
2022	\$1,122,802.00	\$399,031.00	\$860,652.00	\$2,382,485.00	\$2,403,774.72	\$21,289.72
2023	\$1,178,942.10	\$970,932.00	\$860,652.00	\$3,010,526.10	\$2,646,309.36	(\$364,216.74)
2024	\$1,237,889.21	\$711,216.00	\$860,652.00	\$2,809,757.21	\$2,774,230.20	(\$35,527.00)
2025	\$1,299,783.67	\$707,916.00	\$860,652.00	\$2,868,351.67	\$2,913,509.64	\$45,157.97
2026	\$1,364,772.85	\$875,457.00	\$860,652.00	\$3,100,881.85	\$3,120,020.04	\$19,138.19
2027	\$1,433,011.49	\$876,575.00	\$860,652.00	\$3,170,238.49	\$3,274,672.68	\$104,434.19
2028	\$1,504,662.07	\$877,525.00	\$860,652.00	\$3,242,839.07	\$3,440,683.92	\$197,844.85
2029	\$1,579,895.17	\$1,288,854.00	\$860,652.00	\$3,729,401.17	\$3,679,546.56	(\$49,854.61)
2030	\$1,658,889.93	\$1,288,854.00	\$860,652.00	\$3,808,395.93	\$3,865,405.92	\$57,009.99
2031	\$1,741,834.42	\$1,288,854.00	\$860,652.00	\$3,891,340.42	\$4,056,082.80	\$164,742.38
2032	\$1,828,926.14	\$1,288,854.00	\$860,652.00	\$3,978,432.14	\$4,258,118.23	\$279,686.09

3.3 Short-term (3-Year) Outlook

Given the uncertainty surrounding the economy, including inflation and interest rates, changing rules and regulations surrounding state and federal infrastructure funding, Congressional mid-term elections this year and a Presidential election in 2024, it may be prudent for the City to take a short-term look at funding the wastewater system. Table 15 shows the projected costs and revenues for the three-year period after this current year for a \$10.1M SRF loan to fund the Phase 1 projects at the treatment plant.

Table 15 – Projected Costs vs. Revenue (Three-year Outlook, 10% Rate Increase)

Year	O&M	debt service	proprietary fund contributions	Total Expenses	Revenue	Net Revenue
2022	\$1,122,802.00	\$399,031.00	\$860,652.00	\$2,382,485.00	\$2,403,774.72	\$21,289.72
2023	\$1,178,942.10	\$970,932.00	\$860,652.00	\$3,010,526.10	\$2,646,309.36	(\$364,216.74)
2024	\$1,237,889.21	\$711,216.00	\$860,652.00	\$2,809,757.21	\$2,774,230.20	(\$35,527.00)
2025	\$1,299,783.67	\$707,916.00	\$860,652.00	\$2,868,351.67	\$2,913,509.64	\$45,157.97

By taking a short-term approach, the City can reevaluate conditions at the end of the period to determine their next steps in funding the system. Also at that time, it should be clearer how ARPA (American Rescue Plan Act) and/or IIJA (Infrastructure Investment and Jobs Act) grants may be available to supplement project funding.

4.0 WHAT IF? REVENUE INCREASES WITH GROWTH

For all of the previous scenarios, a conservative no-growth approach was used as trends in water conservation make growth scenarios somewhat risky. However, similar to the last rate study, we examined growth scenarios where the number of customers and water usage increased as predicted in the City's facility plan (1.8% annually) and those conditions are presented in the following tables.

4.1 Scenario #1 With Growth Projections

Table 16 - Projected Costs vs. Revenue (Customer and Usage Growth)

Year	O&M	debt service	proprietary fund contributions	Total Expenses	Revenue	Net Revenue
2022	\$1,122,802.00	\$399,031.00	\$860,652.00	\$2,382,485.00	\$2,403,774.72	\$21,289.72
2023	\$1,178,942.10	\$970,932.00	\$860,652.00	\$3,010,526.10	\$3,064,792.52	\$54,266.42
2024	\$1,237,889.21	\$711,216.00	\$860,652.00	\$2,809,757.21	\$3,277,834.80	\$468,077.60
2025	\$1,299,783.67	\$707,916.00	\$860,652.00	\$2,868,351.67	\$3,500,836.32	\$632,484.65
2026	\$1,364,772.85	\$709,616.00	\$860,652.00	\$2,935,040.85	\$3,742,985.28	\$807,944.43
2027	\$1,433,011.49	\$710,734.00	\$860,652.00	\$3,004,397.49	\$4,000,201.80	\$995,804.31
2028	\$1,504,662.07	\$711,684.00	\$860,652.00	\$3,076,998.07	\$4,275,049.80	\$1,198,051.73
2029	\$1,579,895.17	\$582,466.00	\$860,652.00	\$3,023,013.17	\$4,571,276.04	\$1,548,262.87
2030	\$1,658,889.93	\$582,466.00	\$860,652.00	\$3,102,007.93	\$4,886,446.08	\$1,784,438.15
2031	\$1,741,834.42	\$582,466.00	\$860,652.00	\$3,184,952.42	\$5,221,669.92	\$2,036,717.50
2032	\$1,828,926.14	\$582,466.00	\$860,652.00	\$3,272,044.14	\$5,689,744.08	\$2,417,699.94

As shown above, this analysis indicates that the net revenue would be more than sufficient to fund the wastewater system for the projected period and create even greater surpluses than the non-growth scenario.

4.2 Scenario #2 With Growth Projections

Table 17 - Projected Costs vs. Revenue – 3 Equal Rate Increases of 7% (Customer and Usage Growth)

Year	O&M	debt service	proprietary fund contributions	Total Expenses	Revenue	Net Revenue
2022	\$1,122,802.00	\$399,031.00	\$860,652.00	\$2,382,485.00	\$2,403,774.72	\$21,289.72
2023	\$1,178,942.10	\$970,932.00	\$860,652.00	\$3,010,526.10	\$2,617,606.08	(\$392,920.02)
2024	\$1,237,889.21	\$711,216.00	\$860,652.00	\$2,809,757.21	\$2,800,350.00	(\$9,407.21)
2025	\$1,299,783.67	\$707,916.00	\$860,652.00	\$2,868,351.67	\$2,991,276.48	\$122,924.81
2026	\$1,364,772.85	\$875,457.00	\$860,652.00	\$3,100,881.85	\$3,256,414.44	\$155,532.59
2027	\$1,433,011.49	\$876,575.00	\$860,652.00	\$3,170,238.49	\$3,482,302.80	\$312,064.31
2028	\$1,504,662.07	\$877,525.00	\$860,652.00	\$3,242,839.07	\$3,723,047.64	\$480,208.57
2029	\$1,579,895.17	\$1,288,854.00	\$860,652.00	\$3,729,401.17	\$4,056,135.36	\$326,734.19
2030	\$1,658,889.93	\$1,288,854.00	\$860,652.00	\$3,808,395.93	\$4,333,068.48	\$524,672.55
2031	\$1,741,834.42	\$1,288,854.00	\$860,652.00	\$3,891,340.42	\$4,715,683.92	\$824,343.50
2032	\$1,828,926.14	\$1,288,854.00	\$860,652.00	\$3,978,432.14	\$5,043,533.64	\$1,065,101.50

As shown above, this analysis shows that system revenues will result in deficits in years 2023 and 2024. In all other years, revenues will be sufficient to fund the wastewater system for the projected period.

Table 18 - Projected Costs vs. Revenue – 3 Rate Increases 10%/7%/7% (Customer and Usage Growth)

Year	O&M	debt service	proprietary fund contributions	Total Expenses	Revenue	Net Revenue
2022	\$1,122,802.00	\$399,031.00	\$860,652.00	\$2,382,485.00	\$2,403,774.72	\$21,289.72
2023	\$1,178,942.10	\$970,932.00	\$860,652.00	\$3,010,526.10	\$2,693,870.16	(\$316,655.94)
2024	\$1,237,889.21	\$711,216.00	\$860,652.00	\$2,809,757.21	\$2,875,015.92	\$65,258.71
2025	\$1,299,783.67	\$707,916.00	\$860,652.00	\$2,868,351.67	\$3,073,701.48	\$205,349.81
2026	\$1,364,772.85	\$875,457.00	\$860,652.00	\$3,100,881.85	\$3,350,796.72	\$249,914.87
2027	\$1,433,011.49	\$876,575.00	\$860,652.00	\$3,170,238.49	\$3,580,138.20	\$409,899.71
2028	\$1,504,662.07	\$877,525.00	\$860,652.00	\$3,242,839.07	\$3,829,413.60	\$586,574.53
2029	\$1,579,895.17	\$1,288,854.00	\$860,652.00	\$3,729,401.17	\$4,168,964.16	\$439,562.99
2030	\$1,658,889.93	\$1,288,854.00	\$860,652.00	\$3,808,395.93	\$4,458,247.44	\$649,851.51
2031	\$1,741,834.42	\$1,288,854.00	\$860,652.00	\$3,891,340.42	\$4,762,452.00	\$871,111.58
2032	\$1,828,926.14	\$1,288,854.00	\$860,652.00	\$3,978,432.14	\$5,089,790.16	\$1,111,358.02

As shown above, this analysis shows that system revenues will result in a deficit in 2023. In all other years, revenues will be sufficient to fund the wastewater system for the projected period.

7.0 SUMMARY AND CONCLUSIONS

Based on the data provided, it will be necessary to increase the existing sewer rates in order to fully fund the sewer system. The scenarios presented in the study give the City viable options to meet their goals. It is recommended that the City review the material provided and to discuss its contents with Horner & Shifrin staff. Subsequently, a decision can be made to select the option that best meets the City's needs.



City of Jackson
CAPE GIRARDEAU COUNTY SEAT

MEMO

WASTEWATER

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Kent A. Peetz, Director of Wastewater Utilities

DATE: April 27, 2022

RE: Kimbeland Pump Station Improvement Project

Attached you will find the Notice of Award, Construction Contract, and Change Order Number 1 for the Kimbeland Pump Station Improvement Project. As previously discussed, the Construction Contract award is dependent upon the signing of Change Order Number 1 to reduce the Contract price by \$200,345.00.

Upon approval by the Board, the Notice of Award will be signed but not the Contract or Change Order. Then the Notice of Award, Contract, and Change Order Number 1 will be sent to the Contractor for their signatures. After they return their bonds, insurance certification, and other documents along with the signed Contract and Change Order Number 1, the Mayor will sign the Contract and Change Order Number 1.



THE POWER HOUSE AT UNION STATION • 401 S. 18th ST., STE. 400 • SAINT LOUIS, MISSOURI 63103-2296
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April 11, 2022

Kent Peetz, P.E.
Public Works Director
City of Jackson
101 Court Street
Jackson, MO 63755

**Re: City of Jackson
Kimbeland Pump Station Improvements Project
Evaluation of Bids**

Dear Mr. Peetz:

In accordance with your request, Horner & Shifrin (H&S) has reviewed the bid proposal pertaining to the above-referenced project, which were received by the City of Jackson on March 10, 2022. Enclosed is the Bid Tabulation which summarizes the results of our bid evaluation.

Three contractors took out plans for the project, however; only one bid was received from Robinson Industrial, Heavy & Commercial, Inc (RIHC). RIHC's total base bid was \$2,042,345.00 and total base bid plus Alternate "A" was \$2,411,586.00. Please note that our Engineer's Opinion of Probable Cost for this construction was \$988,864.00 for the total base bid and \$1,301,864.00 for the total base bid plus Alternate "A". A summary of the bid tabulation is attached.

In order to assess conformance of the submitted bids with the Procedural Bid Submittal Requirements, we examined the supplemental materials required by the Bidding Documents to be submitted with the Bid Form – Bid Bond, List of Major Subcontractors, and qualifications data. RIHC met conformance with all bid submittal items.

Followup with the two contractors that did not submit bids indicated they recently were awarded contracts for other projects and did not have the staffing to complete the Kimbeland project. Discussion with RIHC indicated the increased cost of their bid was due to the complexity of the project and the volatility of material pricing/availability at the time of bidding.

After discussion with City Staff, it was agreed that bidding the project a third time would not result in more competitive bids and the existing pump station needs immediate replacement. Horner & Shifrin worked with RIHC to develop value engineering alternatives to reduce the construction cost of the project. The following alternatives were evaluated:

- Eliminate detention tank & associated piping (Bid Alternate 1).
- Shift pump station wet well approximately 30' east and 20' north.
- Lower pump station site plan elevation from 468 to 460.
- Raise bottom of wet well and 16" DIP incoming sanitary sewer 2'.
- Delete special manhole 7D-017 and install 8" PVC sewer between Ex MH 7D-016 and New MH 1.



Mr. Kent Peetz
April 11, 2022
Page 2

- Eliminate 10" bypass piping and valves between Hwy 61 East pump station forcemain and New MH 1.
- Miscellaneous pump station piping and valve modifications.

A summary of the adjusted construction cost based on the above noted alternatives is attached to this letter. Change Order No. 1 will be issued with the contract agreement reducing the contract amount from \$2,411,586.00 to \$1,833,491.00.

Based on our review of these bids, supporting materials submitted, and value engineering analysis discussions with RIHC and Jackson city staff, it is the recommendation of Horner & Shifrin that the City of Jackson award RIHC as the successful bidder for the Kimbeland Pump Station Improvements Project.

The adjusted contract amount will be \$1,833,491.00.

If there are any questions or need to discuss our bid evaluation further, please contact me. We greatly appreciate the opportunity to continue to serve the City of Jackson.

Respectfully Submitted,

Gilbert (Ed) Sewing, P.E.
Project Manager

cc: File

**CITY OF JACKSON, MO
KIMBELAND PUMP STATION IMPROVEMENT PROJECT
BID TABULATION**

	Bid Rank (Low to High)	Bidders	
		1	2
Conformance to Bid Submittal Requirements	Engineer's Estimate Horner & Shifrin	Robinson Construction Company	N/A
Bid Signed	--	YES	
Addendums 1 & 2	--	YES	
Bid Bond Submitted 5%	--	YES	
List of Major Subcontractors	--	YES	
Qual's Submitted	--	YES	

	Engineer's Estimate Horner & Shifrin	Bidders	
		Robinson Construction Company	N/A
List of Major Sub-Contractor Named on Bid Form			
1. Gravity Sewer	-	Prime Contractor	
2. Forcemain / Piping	-	Prime Contractor	
3. Electrical	-	KT Power Systems	
4. Paving	-	Prime Contractor	
5. Civil / Site Work	-	Prime Contractor	
6. Manhole Lining / Rehab.	-	CCIMW	
7. Pump Station	-	Prime Contractor	
8. Submersible Pump Supplier	-	Municipal Equipment	

CITY OF JACKSON, MO
KIMBELAND PUMP STATION IMPROVEMENT PROJECT
BID TABULATION

BASE BID ITEMS				Engineer's Estimate Horner & Shifrin		Robinson Construction Company		N/A	
Item	Description	Estimated Quantity	Unit	Unit Bid Price	Extended Bid Price	Unit Bid Price	Extended Bid Price	Unit Bid Price	Extended Bid Price
1	Excavation - Class "A"	102	CY	250.00	25,500.00	345.00	35,190.00		0.00
2	Excavation - Class "C"	259	CY	38.00	9,842.00	73.00	18,907.00		0.00
3	Granular Backfill	84	CY	65.00	5,460.00	90.00	7,560.00		0.00
4	Force Main - 10 Inch, DIP	60	LF	434.00	26,040.00	1,359.00	81,540.00		0.00
5	Force Main - 12 Inch, PVC	22	LF	521.00	11,462.00	461.00	10,142.00		0.00
6	Pipe Sewer - 15 Inch, PVC	50	LF	100.00	5,000.00	217.00	10,850.00		0.00
7	Pipe Sewer - 16 Inch, DIP	207	LF	200.00	41,400.00	492.00	101,844.00		0.00
8	Manhole - Standard Construction	32	VL	480.00	15,360.00	1,597.00	51,104.00		0.00
9	Outside Foulwater Drop	2	EA	2,400.00	4,800.00	9,416.00	18,832.00		0.00
10	Concrete Encasement - Class A	51	CY	400.00	20,400.00	477.00	24,327.00		0.00
11	Air Release Manhole	1	EA	7,000.00	7,000.00	9,434.00	9,434.00		0.00
12	Special Manhole 7D-017	1	EA	15,000.00	15,000.00	75,964.00	75,864.00		0.00
13	Special Storm Manhole "A"	1	EA	2,500.00	2,500.00	1,117.00	1,117.00		0.00
14	Rock Blanket - Heavy	307	SY	100.00	30,700.00	92.00	28,244.00		0.00
15	Electrical Conduits (2-4" Dia. PVC) Buried (Incl. Excavation)	275	LF	60.00	16,500.00	132.00	36,300.00		0.00
16	Sectionalizing Cabinet	2	EA	4,000.00	8,000.00	6,128.00	12,256.00		0.00
17	30" x 60" Pull Box	1	EA	4,600.00	4,600.00	7,580.00	7,580.00		0.00
18	Electrical Transclosure	1	EA	9,800.00	9,800.00	21,244.00	21,244.00		0.00
19	Portable Backup Generator	1	EA	83,000.00	83,000.00	133,705.00	133,705.00		0.00
20	Abandon Ex. Water Service	1	EA	1,500.00	1,500.00	1,358.00	1,358.00		0.00
21	12" Tap Valve & Saddle - BRANCH	1	EA	20,000.00	20,000.00	15,624.00	15,624.00		0.00
22	12" Tap Valve & Saddle - LINE	1	EA	15,000.00	15,000.00	15,624.00	15,624.00		0.00
23	Mobilization	1	LS	40,000.00	40,000.00	260,773.00	260,773.00		0.00
24	Protection & Restoration of Site	1	LS	100,000.00	100,000.00	31,650.00	31,650.00		0.00
25	Bypass Pumping	1	LS	40,000.00	40,000.00	44,363.00	44,363.00		0.00
26	Abandon Ex. Kimbeland Pump Station	1	LS	30,000.00	30,000.00	22,808.00	22,808.00		0.00
27	New Kimbeland Pump Station	1	LS	400,000.00	400,000.00	964,105.00	964,105.00		0.00
TOTAL BASE BID (Sum Items 1 - 27) =				\$988,864.00		\$2,042,345.00		\$0.00	

CITY OF JACKSON, MO
KIMBELAND PUMP STATION IMPROVEMENT PROJECT
BID TABULATION

ALTERNATE "A"				Engineer's Estimate Horner & Shifrin		Robinson Construction Company		N/A	
Item	Description	Estimated Quantity	Unit	Unit Bid Price	Extended Bid Price	Unit Bid Price	Extended Bid Price	Unit Bid Price	Extended Bid Price
28	Detention Storage Bank "A"	1	LS	\$313,000.00	\$313,000.00	\$369,241.00	\$369,241.00		\$0.00
ALTERNATE "A" SUBTOTAL (Item 28) =				\$313,000.00		\$369,241.00		\$0.00	

BID TOTAL SUMMARY		Engineer's Estimate Horner & Shifrin	Robinson Construction Company	N/A
	TOTAL BASE BID (Sum Items 1 - 27) =	\$988,864.00	\$2,042,345.00	\$0.00
	ALTERNATE "A" SUBTOTAL (Item 28) =	\$313,000.00	\$369,241.00	\$0.00
TOTAL BASE BID + ALTERNATE "A" =		\$1,301,864.00	\$2,411,586.00	\$0.00

CITY OF JACKSON, MO
KIMBELAND PUMP STATION IMPROVEMENT PROJECT
CHANGE ORDER NO. 1 - ADJUSTMENT OF BID QUANTITIES & UNIT PRICES

BASE BID ITEMS				Engineer's Estimate Horner & Shifrin		Robinson Construction Company	
Item	Description	Estimated Quantity	Unit	Unit Bid Price	Extended Bid Price	Unit Bid Price	Extended Bid Price
1	Excavation - Class "A"	102	CY	250.00	25,500.00	345.00	35,190.00
2	Excavation - Class "C"	259	CY	38.00	9,842.00	73.00	18,907.00
3	Granular Backfill	84	CY	65.00	5,460.00	90.00	7,560.00
4	Force Main - 10 Inch, DIP	60	LF	434.00	26,040.00	1,359.00	81,540.00
5	Force Main - 12 Inch, PVC	22	LF	521.00	11,462.00	461.00	10,142.00
6	Pipe Sewer - 15 Inch, PVC	50	LF	100.00	5,000.00	217.00	10,850.00
7	Pipe Sewer - 16 Inch, DIP	207	LF	200.00	41,400.00	492.00	101,844.00
8	Manhole - Standard Construction	32	VLF	480.00	15,360.00	1,597.00	51,104.00
9	Outside Foulwater Drop	2	EA	2,400.00	4,800.00	9,416.00	18,832.00
10	Concrete Encasement - Class A	51	CY	400.00	20,400.00	477.00	24,327.00
11	Air Release Manhole	1	EA	7,000.00	7,000.00	9,434.00	9,434.00
12	Special Manhole 7D-017	1	EA	15,000.00	15,000.00	75,964.00	75,864.00
13	Special Storm Manhole "A"	1	EA	2,500.00	2,500.00	1,117.00	1,117.00
14	Rock Blanket - Heavy	307	SY	100.00	30,700.00	92.00	28,244.00
15	Electrical Conduits (2-4" Dia. PVC) Buried (Incl. Excavation)	275	LF	60.00	16,500.00	132.00	36,300.00
16	Sectionalizing Cabinet	2	EA	4,000.00	8,000.00	6,128.00	12,256.00
17	30" x 60" Pull Box	1	EA	4,600.00	4,600.00	7,580.00	7,580.00
18	Electrical Transclosure	1	EA	9,800.00	9,800.00	21,244.00	21,244.00
19	Portable Backup Generator	1	EA	83,000.00	83,000.00	133,705.00	133,705.00
20	Abandon Ex. Water Service	1	EA	1,500.00	1,500.00	1,358.00	1,358.00
21	12" Tap Valve & Saddle - BRANCH	1	EA	20,000.00	20,000.00	15,624.00	15,624.00
22	12" Tap Valve & Saddle - LINE	1	EA	15,000.00	15,000.00	15,624.00	15,624.00
23	Mobilization	1	LS	40,000.00	40,000.00	260,773.00	260,773.00
24	Protection & Restoration of Site	1	LS	100,000.00	100,000.00	31,650.00	31,650.00
25	Bypass Pumping	1	LS	40,000.00	40,000.00	44,363.00	44,363.00
26	Abandon Ex. Kimbeland Pump Station	1	LS	30,000.00	30,000.00	22,808.00	22,808.00
27	New Kimbeland Pump Station	1	LS	400,000.00	400,000.00	964,105.00	964,105.00
TOTAL BASE BID (Sum Items 1 - 27) =				\$988,864.00		\$2,042,345.00	

ALTERNATE "A"				Engineer's Estimate Horner & Shifrin		Robinson Construction Company	
Item	Description	Estimated Quantity	Unit	Unit Bid Price	Extended Bid Price	Unit Bid Price	Extended Bid Price
28	Detention Storage Bank "A"	1	LS	\$313,000.00	\$313,000.00	\$369,241.00	\$369,241.00
ALTERNATE "A" SUBTOTAL (Item 28) =				\$313,000.00		\$369,241.00	

BID TOTAL SUMMARY				Engineer's Estimate Horner & Shifrin		Robinson Construction Company	
TOTAL BASE BID (Sum Items 1 - 27) =				\$988,864.00		\$2,042,345.00	
ALTERNATE "A" SUBTOTAL (Item 28) =				\$313,000.00		\$369,241.00	
TOTAL BASE BID + ALTERNATE "A" =				\$1,301,864.00		\$2,411,586.00	

CHANGE ORDER NO. 1 w/ REVISED UNIT QUANTITIES (AS OF 04/11/2022)				Robinson Construction Company	
Item	Description	Estimated Quantity	Unit	Unit Bid Price	Extended Bid Price
1	Excavation - Class "A"	55	CY	342.00	18,810.00
2	Excavation - Class "C"	203	CY	72.00	14,616.00
3	Granular Backfill	15	CY	89.00	1,335.00
4	Force Main - 10 Inch, DIP	60	LF	1,247.00	74,820.00
5	Force Main - 12 Inch, PVC	20	LF	1,580.00	31,600.00
6	Pipe Sewer - 15 Inch, PVC	30	LF	215.00	6,450.00
7	Pipe Sewer - 16 Inch, DIP	144	LF	412.00	59,328.00
8	Manhole - Standard Construction	35	VLF	1,680.00	58,800.00
9	Outside Foulwater Drop	2	EA	9,308.00	18,616.00
10	Concrete Encasement - Class A	51	CY	471.00	24,021.00
11	Air Release Manhole	1	EA	9,322.00	9,322.00
12	Special Manhole 7D-017	1	EA	9,100.00	9,100.00
13	Special Storm Manhole "A"	1	EA	1,104.00	1,104.00
14	Rock Blanket - Heavy	307	SY	91.00	27,937.00
15	Electrical Conduits (2-4" Dia. PVC) Buried (Incl. Excavation)	275	LF	130.00	35,750.00
16	Sectionalizing Cabinet	2	EA	6,049.00	12,098.00
17	30" x 60" Pull Box	1	EA	7,483.00	7,483.00
18	Electrical Transclosure	1	EA	20,973.00	20,973.00
19	Portable Backup Generator	1	EA	132,027.00	132,027.00
20	Abandon Ex. Water Service	1	EA	1,343.00	1,343.00
21	12" Tap Valve & Saddle - BRANCH	0	EA	15,431.00	0.00
22	12" Tap Valve & Saddle - LINE	1	EA	15,431.00	15,431.00
23	Mobilization	1	LS	257,907.00	257,907.00
24	Protection & Restoration of Site	1	LS	31,271.00	31,271.00
25	Bypass Pumping	1	LS	43,855.00	43,855.00
26	Abandon Ex. Kimbeland Pump Station	1	LS	22,553.00	22,553.00
27	New Kimbeland Pump Station	1	LS	893,301.00	893,301.00
28	Pipe Sewer - 8 Inch, PVC	28	LF	130.00	3,640.00
TOTAL BASE BID (Sum Items 1 - 28) =				\$1,833,491.00	

ALTERNATE "A"				Robinson Construction Company	
Item	Description	Estimated Quantity	Unit	Unit Bid Price	Extended Bid Price
29	Detention Storage Bank "A"	1	LS	\$0.00	\$0.00
ALTERNATE "A" SUBTOTAL (Item 29) =				\$0.00	

BID TOTAL SUMMARY				Robinson Construction Company	
TOTAL BASE BID (Sum Items 1 - 28) =				\$1,833,491.00	
ALTERNATE "A" SUBTOTAL (Item 29) =				\$0.00	
TOTAL BASE BID + ALTERNATE "A" =				\$1,833,491.00	

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *ROBINSON INDUSTRIAL, HEAVY & COMMERCIAL, INC. OF PERRYVILLE, MISSOURI*, RELATIVE TO THE *KIMBELAND PUMP STATION IMPROVEMENTS PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

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

FIRST READING: May 2, 2022.

SECOND READING: May 2, 2022.

PASSED AND APPROVED this 2nd day of May, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

NOTICE OF AWARD

Date of Issuance: May 03, 2022

Owner: City of Jackson

Owner's Contract No.:

Engineer: Horner & Shifrin, Inc.

Engineer's Project No.: 1721200

Contract Name: Kimbeland Pump Station Improvement Project

Bidder: Robinson Industrial, Heavy & Commercial Contracting, Inc. (RIHC Contracting)

Bidder's Address: 2411 Walters Lane, Perryville, MO 63775

TO BIDDER:

You are notified that Owner has accepted your Bid dated March 10, 2022, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The Work in general consists of removal/abandonment of the existing Kimbeland pump station and replacement with a new duplex submersible pumping station, new gravity sewers, force main, miscellaneous piping/valves, controls/electrical improvements, and other sanitary sewer appurtenances.

The Contract Price of the awarded Contract is: \$ 2,042,345.00 ^[1]

^[1] Award of Contract "Kimbeland Pump Station Improvement Project" is contingent upon acceptance of deduct Change Order No.1 to be issued concurrently with this Notice of Award.

[2] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within ten (10) days of the date of receipt of this Notice of Award:

1. Deliver to Owner [2] counterparts of the Agreement and **Change Order No. 1**, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security (performance and payment bonds) and insurance documentation as specified in the Instructions to Bidders, General Conditions Articles 2 and 6, and Supplementary Conditions as applicable.
3. Verification of employment eligibility (E-Verify) for each employee per Section 285.530 RSMo of the Revised Statutes of Missouri
4. Documentation of compliance with OSHA 10-Hour safety training per Section 292.675 RSMo of the Revised Statutes of Missouri

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner:

Authorized Signature

By: _____

Title: _____

AGREEMENT

BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Jackson, Missouri ("Owner") and
Robinson Industrial, Heavy & Commercial Contracting, Inc. dba RIHC Contracting ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. Work is generally described as follows:

BASE BID: The Work in general consists of removal/abandonment of the existing Kimbeland pump station and replacement with a new duplex submersible pumping station, new gravity sewers, force main, miscellaneous piping/valves, controls/electrical improvements, and other sanitary sewer appurtenances. On-line detention storage is included as an alternative and may be added to the project as a contract adder per Owner's option.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: See Article 1 – Work above for project description.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Horner & Shifrin, Inc.
- 3.02 The Owner has retained Horner & Shifrin, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 Time of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
- A. The Work will be substantially completed within **three-hundred (300) days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **three-hundred and sixty five (365) days** after the date when the Contract Times commence to run.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Total Base Bid Price (from Bid Form) = \$ 2,042,345.00

\$ Two Million, Forty-Two Thousand, Three-Hundred and Forty-Five Dollars
(use words)

- B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PROGRESS SCHEDULE

- 6.01 The Contractor shall submit for approval immediately after execution of the Agreement, a carefully-prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

ARTICLE 7 – PAYMENT PROCEDURES

7.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

7.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. **95 percent (95%)** of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **95 percent (95%)** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

7.03 Final Payment

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

7.04 Penalties for Failure to Provide Safety Training

- A. In the event that the Missouri Department of Labor and Industrial Relations has determined that a violation of Section 292.675 RSMo has occurred and that a penalty as described in Specification Section 01020 shall be assessed, the Owner shall withhold and retain all sums and amounts due and owing when making payments to Contractor under this Contract.

ARTICLE 8 – INTEREST

8.01 Not Used.

ARTICLE 9 – CONTRACTOR’S REPRESENTATIONS

9.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) 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 (2) 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.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor 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 Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 10 – CONTRACT DOCUMENTS

10.01 Contents

- A. The Contract Documents consist of the following:
 - 1. Notice of Award
 - 2. This Agreement (pages 1 to 7, inclusive).
 - 3. Performance bond (pages 1 to 3, inclusive).
 - 4. Payment bond (pages 1 to 3, inclusive).
 - 5. General Conditions.
 - 6. Supplementary Conditions.
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of **27 sheets** with each sheet bearing the following general title: City of Jackson, Kimbeland Pump Station Improvements Project.
 - 9. Addenda (numbers 1 to 2, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 58, inclusive).
 - b. List of Proposed Major Subcontractors
 - c. Qualification Statement with Supporting Data
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed
 - b. Work Change Directives.
 - c. Change Orders.
 - 1) **Deduct Change Order No.1 which reduces the Contract Price from \$2,042.345.00 to \$1,841,951.00 to be issued with the Notice of Award and to be executed on the Effective Date of the Contract.**
 - d. Field Orders.
- B. The documents listed in Paragraph 10.01 are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 10.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 11 – MISCELLANEOUS

11.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

11.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "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
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.06 Other Provisions

Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 12 – SEQUENCE OF CONSTRUCTION

12.01 Contractors Work Sequence shall comply with the specification Section 01030 – ADDITIONAL CONSTRUCTION REQUIREMENTS.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Jackson, MO

By: _____

Title: _____

Title: _____

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

License No.: _____
(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

Change Order No. 1

Date of Issuance: April 27, 2022 Effective Date: 04/27/2022
Owner: City of Jackson, MO Owner's Ordinance No.:
Contractor: Robinson Industrial, Heavy & Commercial Contracting, Inc.
dba RIHC Contracting
Engineer: Horner & Shifrin, Inc. Engineer's Project No.: 1721200

The Contract is modified as follows upon execution of this Change Order:

Description: New pump station site is relocated in consideration of value engineering discussions between Engineer and Contractor to reduce total project construction cost.

Drawings: The following drawings are hereby removed and replaced with the attached sheets: C2, C4, C5, C6, C7, C9, P2, P3, E2, E3, E4

Specifications: Remove and substitute specification pages with the attached revised pages. Affects Sections 01010, 01100, and 01150

Attachments: Table 1, Table 2 (see above for attached Drawings & Specifications)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 2,042,345.00	Original Contract Times: Substantial Completion: See Agreement Ready for Final Payment: See Agreement days or dates
[Increase] [Decrease] from previously approved Change Orders: \$ N/A	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: (0 Days) Ready for Final Payment: (0 Days) days
Contract Price prior to this Change Order: \$ 2,042,345.00	Contract Times prior to this Change Order: Substantial Completion: See Agreement Ready for Final Payment: See Agreement days or dates
[Increase] [Decrease] of this Change Order: \$ (200,394.00) (Decrease)	[Increase] [Decrease] of this Change Order: Secondary Substantial Completion: (0 Days) Ready for Final Payment: (0 Days) days
Contract Price incorporating this Change Order: \$ 1,841,951.00	Contract Times with all approved Change Orders: Substantial Completion: (Varies) Ready for Final Payment: (Varies) days or dates

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: _____ By: _____ By: _____
Engineer (if required) Owner (Authorized Signature) Contractor (Authorized Signature)
Title: Project Manager Title: _____ Title: _____
Horner & Shifrin, Inc. _____
Date: April 27, 2022 Date: _____ Date: _____

Table No. 1 - Description of Change Order No. 1 CITY OF JACKSON, MO KIMBELAND PUMP STATION IMPROVEMENT PROJECT CHANGE ORDER NO. 1 - ADJUSTMENT OF BID QUANTITIES & UNIT PRICES								
Item No.	Description	Attached Reference Exhibit	Pay Item No. Affected	Quantity Change	Unit Price Change	Increase (Decrease) in Contract Price	Increase (Decrease) in Contract Time	Explanation/Comments
1	Decrease quantities and unit price for Pay Item No. 1 - Excavation - Class "A"	NA	1	(47)	(\$3.00)	(\$16,380.00)	0 days	^[1] Value engineering pump station site redesign per Change Order No.1
2	Decrease quantities and unit price for Pay Item No.2 - Excavation - Class "C"	NA	2	(56)	(\$1.00)	(\$4,291.00)	0 days	^[1]
3	Decrease quantities and unit price for Pay Item No.3 - Granular Backfill	NA	3	(69)	(\$1.00)	(\$6,225.00)	0 days	^[1]
4	Decrease unit price for Pay Item No.4 - Force Main - 10 inch, DIP	NA	4	0	(\$112.00)	(\$6,720.00)	0 days	^[1]
5	Decrease quantities and increase unit price for Pay Item No.5 - Force Main - 12 inch, PVC	NA	5	(2)	\$1,119.00	\$21,458.00	0 days	^[1]
5.a	Add Pay Item No.22.a - Pipe Sewer - 8 inch, PVC	NA	5.a	28	\$200.00	\$5,600.00	0 days	^[1]
5.b	Add Pay Item No.22.b - 12" MJ Gate Valve w/VB w/MJ Tee & TB	NA	5.b	1	\$6,500.00	\$6,500.00	1 days	
6	Decrease quantities and unit price for Pay Item No.6 - Pipe Sewer - 15 inch, PVC	NA	6	(20)	(\$2.00)	(\$4,400.00)	0 days	^[1]
7	Decrease quantities and unit price for Pay Item No.7 - Pipe Sewer - 16 inch, DIP (Class 56)	NA	7	(63)	(\$80.00)	(\$42,516.00)	0 days	^[1]
8	Increase quantities and unit price for Pay Item No.8 - Manhole - Standard Construction	NA	8	3	\$83.00	\$7,696.00	0 days	^[1]
9	Decrease unit price for Pay Item No.9 - Outside Foulwater Drop	NA	9	0	(\$108.00)	(\$216.00)	0 days	^[1]
10	Decrease unit price for Pay Item No.10 - Concrete Encasement - Class A	NA	10	0	(\$6.00)	(\$306.00)	0 days	^[1]
11	Decrease unit price for Pay Item No.11 - Air Release Manhole	NA	11	0	(\$112.00)	(\$112.00)	0 days	^[1]
12	Decrease unit price for Pay Item No.12 - [Abandon] Special Manhole 7D-017	NA	12	0	(\$66,864.00)	(\$66,764.00)	0 days	^[1]
13	Decrease unit price for Pay Item No.13 - Special Storm Manhole "A"	NA	13	0	(\$13.00)	(\$13.00)	0 days	^[1]
14	Decrease unit price for Pay Item No.14 - Rock Blanket - Heavy	NA	14	0	(\$1.00)	(\$307.00)	0 days	^[1]
15	Decrease unit price for Pay Item No.15 - Electrical Conduits (2-4"dia. PVC) Buried (incl. Excavation)	NA	15	0	(\$2.00)	(\$550.00)	0 days	^[1]
16	Decrease unit price for Pay Item No.16 - Sectionalizing Cabinet	NA	16	0	(\$79.00)	(\$158.00)	0 days	^[1]
17	Decrease unit price for Pay Item No.17 - 30"x60" Pull Box	NA	17	0	(\$97.00)	(\$97.00)	0 days	^[1]
18	Decrease unit price for Pay Item No.18 - Electrical Transclosure	NA	18	0	(\$271.00)	(\$271.00)	0 days	^[1]
19	Decrease unit price for Pay Item No.19 - Portable Backup Generator	NA	19	0	(\$1,678.00)	(\$1,678.00)	0 days	^[1]
20	Decrease unit price for Pay Item No.20 - Abandon Ex. Water Service Line	NA	20	0	(\$15.00)	(\$15.00)	0 days	^[1]
21	Decrease quantities and unit price for Pay Item No.21 - 12" Tap Valve & Saddle - BRANCH	NA	21	(1)	(\$193.00)	(\$15,624.00)	0 days	^[1]
22	Decrease unit price for Pay Item No.22 - 12" Tap Valve & Saddle - LINE	NA	22	0	(\$193.00)	(\$193.00)	0 days	^[1]
23	Decrease unit price for Pay Item No.23 - Mobilization	NA	23	0	(\$2,866.00)	(\$2,866.00)	0 days	^[1]
24	Decrease unit price for Pay Item No.24 - Protection & Restoration of Site	NA	24	0	(\$379.00)	(\$379.00)	0 days	^[1]
25	Decrease unit price for Pay Item No.25 - Bypass Pumping	NA	25	0	(\$508.00)	(\$508.00)	0 days	^[1]
26	Decrease unit price for Pay Item No.26 - Abandon Ex. Kimbeland Pump Station	NA	26	0	(\$255.00)	(\$255.00)	0 days	^[1]
27	Decrease unit price for Pay Item No.27 - New Kimbeland Pump Station	NA	27	0	(\$70,804.00)	(\$70,804.00)	0 days	^[1]
	TOTAL INCREASE (DECREASE)					(\$200,394.00)	0 days	

Table 2 - Fee Summary of Change Order No. 1														
CITY OF JACKSON, MO														
KIMBELAND PUMP STATION IMPROVEMENT PROJECT														
CHANGE ORDER NO. 1 - ADJUSTMENT OF BID QUANTITIES & UNIT PRICES														
Pay Item No.	Description	Original Contract				Total Adjusted Contract Per Previous C.O.'s			Increase (Decrease) in Contract This C. O.			Total Adjusted Contract This C.O.		
		Quantity	Units	Unit Price	Extended Price	Quantity	Unit Price	Extended Price	Quantity	Unit Price	Extended Price	Quantity	Unit Price	Extended Price
1	Excavation - Class "A"	102	CY	\$345.00	\$35,190.00	102	\$345.00	\$35,190.00	(47)	(\$3.00)	(\$16,380.00)	55	\$342.00	\$18,810.00
2	Excavation - Class "C"	259	CY	\$73.00	\$18,907.00	259	\$73.00	\$18,907.00	(56)	(\$1.00)	(\$4,291.00)	203	\$72.00	\$14,616.00
3	Granular Backfill	84	Cy	\$90.00	\$7,560.00	84	\$90.00	\$7,560.00	(69)	(\$1.00)	\$6,225.00	15	\$89.00	\$1,335.00
4	Force Main - 10 inch, DIP	60	LF	\$1,359.00	\$81,540.00	60	\$1,359.00	\$81,540.00	0	(\$112.00)	(\$6,720.00)	60	\$1,247.00	\$74,820.00
5	Force Main - 12 inch, PVC	22	LF	\$461.00	\$10,142.00	22	\$461.00	\$10,142.00	(2)	\$1,119.00	\$21,458.00	20	\$1,580.00	\$31,600.00
5.a ⁽¹⁾	Pipe Sewer - 8 Inch, PVC	0	LF	\$0.00	\$0.00	0	\$0.00	0	28	\$200.00	\$5,600.00	28	\$200.00	\$5,600.00
5.b ⁽¹⁾	12" MJ Gate Valve w/VB w/MJ Tee & TB	0	EA	\$0.00	\$0.00	0	\$0.00	0	1	\$6,500.00	\$6,500.00	1	\$6,500.00	\$6,500.00
⁽¹⁾ Pay Item No.22.a & No.22.b were added to the list of Unit Prices per this Change Order No.1.														
6	Pipe Sewer - 15 inch, PVC	50	LF	\$217.00	\$10,850.00	50	\$217.00	\$10,850.00	(20)	(\$2.00)	(\$4,400.00)	30	\$215.00	\$6,450.00
7	Pipe Sewer - 16 inch, DIP (Class 56)	207	LF	\$492.00	\$101,844.00	207	\$492.00	\$101,844.00	(63)	(\$80.00)	(\$42,516.00)	144	\$412.00	\$59,328.00
8	Manhole - Standard Construction	32	VLF	\$1,597.00	\$51,104.00	32	\$1,597.00	\$51,104.00	3	\$83.00	\$7,696.00	35	\$1,680.00	\$58,800.00
9	Outside Foulwater Drop	2	EA	\$9,416.00	\$18,832.00	2	\$9,416.00	\$18,832.00	0	(\$108.00)	(\$216.00)	2	\$9,308.00	\$18,616.00
10	Concrete Encasement - Class A	51	CY	\$477.00	\$24,327.00	51	\$477.00	\$24,327.00	0	(\$6.00)	(\$306.00)	51	\$471.00	\$24,021.00
11	Air Release Manhole	1	EA	\$9,434.00	\$9,434.00	1	\$9,434.00	\$9,434.00	0	(\$112.00)	(\$112.00)	1	\$9,322.00	\$9,322.00
12	[Abandon] Special Manhole 7D-017	1	EA	\$75,964.00	\$75,864.00	1	\$75,964.00	\$75,864.00	0	(\$66,864.00)	(\$66,764.00)	1	\$9,100.00	\$9,100.00
13	Special Storm Manhole "A"	1	EA	\$1,117.00	\$1,117.00	1	\$1,117.00	\$1,117.00	0	(\$13.00)	(\$13.00)	1	\$1,104.00	\$1,104.00
14	Rock Blanket - Heavy	307	SY	\$92.00	\$28,244.00	307	\$92.00	\$28,244.00	0	(\$1.00)	(\$307.00)	307	\$91.00	\$27,937.00
15	Electrical Conduits (2-4"dia. PVC) Buried (incl. Excavation)	275	LF	\$132.00	\$36,300.00	275	\$132.00	\$36,300.00	0	(\$2.00)	(\$550.00)	275	\$130.00	\$35,750.00
16	Sectionalizing Cabinet	2	EA	\$6,128.00	\$12,256.00	2	\$6,128.00	\$12,256.00	0	(\$79.00)	(\$158.00)	2	\$6,049.00	\$12,098.00
17	30"x60" Pull Box	1	EA	\$7,580.00	\$7,580.00	1	\$7,580.00	\$7,580.00	0	(\$97.00)	(\$97.00)	1	\$7,483.00	\$7,483.00
18	Electrical Tenclosure	1	EA	\$21,244.00	\$21,244.00	1	\$21,244.00	\$21,244.00	0	(\$271.00)	(\$271.00)	1	\$20,973.00	\$20,973.00
19	Portable Backup Generator	1	EA	\$133,705.00	\$133,705.00	1	\$133,705.00	\$133,705.00	0	(\$1,678.00)	(\$1,678.00)	1	\$132,027.00	\$132,027.00
20	Abandon Ex. Water Service Line	1	EA	\$1,358.00	\$1,358.00	1	\$1,358.00	\$1,358.00	0	(\$15.00)	(\$15.00)	1	\$1,343.00	\$1,343.00
21	12" Tap Valve & Saddle - BRANCH	1	EA	\$15,624.00	\$15,624.00	1	\$15,624.00	\$15,624.00	(1)	(\$193.00)	(\$15,624.00)	0	\$15,431.00	\$0.00
22	12" Tap Valve & Saddle - LINE	1	EA	\$15,624.00	\$15,624.00	1	\$15,624.00	\$15,624.00	0	(\$193.00)	(\$193.00)	1	\$15,431.00	\$15,431.00
23	Mobilization	1	LS	\$260,773.00	\$260,773.00	1	\$260,773.00	\$260,773.00	0	(\$2,866.00)	(\$2,866.00)	1	\$257,907.00	\$257,907.00
24	Protection & Restoration of Site	1	LS	\$31,650.00	\$31,650.00	1	\$31,650.00	\$31,650.00	0	(\$379.00)	(\$379.00)	1	\$31,271.00	\$31,271.00
25	Bypass Pumping	1	LS	\$44,363.00	\$44,363.00	1	\$44,363.00	\$44,363.00	0	(\$508.00)	(\$508.00)	1	\$43,855.00	\$43,855.00
26	Abandon Ex. Kimbeland Pump Station	1	LS	\$22,808.00	\$22,808.00	1	\$22,808.00	\$22,808.00	0	(\$255.00)	(\$255.00)	1	\$22,553.00	\$22,553.00
27	New Kimbeland Pump Station	1	LS	\$964,105.00	\$964,105.00	1	\$964,105.00	\$964,105.00	0	(\$70,804.00)	(\$70,804.00)	1	\$893,301.00	\$893,301.00
TOTAL BASE BID (Sum Items 1-27) =				\$2,042,345.00		\$2,042,345.00				(\$200,394.00)		\$1,841,951.00		
28	Detention Storage Bank "A" (Alternate "A")	1	LS	\$369,241.00	\$369,241.00	1	\$369,241.00	\$369,241.00	(1)	(\$369,241.00)	(\$369,241.00)	0	\$0.00	\$0.00
ALTERNATE "A" SUBTOTAL (Item 28) =				\$369,241.00		\$369,241.00				(\$369,241.00)		\$0.00		
BID TOTAL SUMMARY														
TOTAL BASE BID (Sum Items 1-27) =				\$2,042,345.00		\$2,042,345.00				(\$200,394.00)		\$1,841,951.00		
ALTERNATE "A" SUBTOTAL (Item 28) =				\$369,241.00		\$369,241.00				(\$369,241.00)		\$0.00		

DIVISION 1 – GENERAL REQUIREMENTS

SECTION 01010

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General and Supplementary Conditions of the Contract.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract consists of the following:
- Removal/abandonment of the existing below grade steel dry-pit pump station structure/equipment; existing 6' by 6' reinforced concrete wet well; connecting 36" RCP; bypass pumping portal, electrical control/power panels; ex. back-up generator; and miscellaneous sitework/utility modifications.
 - ~~Rehabilitation and modification of the existing 7' diameter flat-top manhole, EX. MH 7D-017.~~ Removal & replacement of existing manhole MH 7D-016 and installation of approximately 28' LF of 8" PVC gravity sewer.
 - Installation of approximately 60' of 10" DIP Hwy. 61 East Pump Station bypass force main, 22' of 12" PVC force main, and all required fittings, valves, thrust blocks, etc.
 - Installation of approximately 290' 259' of 16" CL 56 DIP and 34' 50' of 15" PVC gravity sewer lines with four (4) new pre-cast concrete manholes.
 - Installation of buried electrical conduits, hand holes, sectionalizing cabinets and electrical transclosure.
 - Construction of a new duplex submersible pump station with Wet Well/Valve Vault; pumps and process piping; pump station controls & instrumentation; emergency generator, new electrical/water/phone service connections; site improvements/fencing; site grading; connection to an existing 12" force main; and all other miscellaneous Work and appurtenances necessary to complete the project.
 - ~~Alternate "A" Construction of new on-line detention storage to serve new duplex submersible pump station (see Specification Section 01100 – ALTERNATES).~~

1.3 PAYMENT

- A. Complete this Work as a unit price Contract.

SECTION 01100

ALTERNATES

PART 1 – GENERAL

1.1 REQUIREMENTS INCLUDED

- A. This section identifies each alternate by number, and describes the basic changes to be incorporated into the work, only when that Alternate is made a part of the work by specific provision in the Agreement Form.

1.2 RELATED REQUIREMENTS

- A. Agreement Form Incorporation of Alternates into the work.
- B. Sections of the Specifications as listed under the respective Alternates.
- C. Coordinate pertinent related work and modify surrounding work as required to properly integrate the work under each Alternate, and to provide the complete construction required by Contract Documents.

1.3 DESCRIPTION OF ALTERNATES

- A. There are no alternates included with this Project.

- ~~B. DETENTION BANK "A" (ALTERNATE "A"): Alternate "A" shall include all costs for labor, material, and equipment including but not limited to, excavation, sheeting and shoring as necessary, backfill and compaction, dewatering, concrete, steel reinforcement, compacted rock fill foundation, granular, pipe bedding, 16"Ø AWWA C-905 PVC sewer pipe between MH-2 and MH-4 with all joints, fittings, and appurtenances, new precast manhole MH-4, making all pipe connections, testing, furnish and install corrugated polyethylene storage pipe, access manholes, and all other accessories and work necessary to complete the Detention Storage Bank "A" per the Plans. Work shall be as shown on Plan Sheet(s) C4, C13, & C14.~~

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01100

1.6 BID ITEM NO. 4: FORCE MAIN – 10 INCH, DIP

- A. The payment shall include all costs of labor, materials, equipment and tools required for complete installation of pressure sewer pipe including, but not limited to: 10"Ø CL52 ductile-iron pipe, interior epoxy lining, granular pipe bedding, earth backfill, laying of the pipe, thrust blocks, mechanical joint fittings (tees, bends, etc...), mechanical joint restraints, 10"Ø MJ plug valves (where shown on the drawings), valve extension stems (where needed), valve boxes, dewatering, joining of the pipe, utility marking tape, tracer wire and appurtenances (terminations, ground rods, splices, etc... required for complete tracer wire installation), and all required testing in accordance with the Contract Documents.
- B. Additionally, this Bid Item No.4 shall include all costs to connect the new 10"Ø ductile-iron force main to the existing 10"Ø force main as shown on Drawing Sheet C5.
- C. Provision and installation of granular backfill, when indicated on the drawings, shall be paid for separately under Bid Item No.3.
- D. Trench excavation will be paid under Bid Items No.1 and No.2.
- E. Measurement of pipe will be the horizontal distance made along the centerline of the pipe installed excluding piping within structures.
- F. Payment will be made at the appropriate contract unit price Bid per lineal foot.

1.7 BID ITEM NO. 5: FORCE MAIN – 12 INCH, PVC

- A. The payment shall include all costs of labor, materials, equipment and tools required for complete installation of pressure sewer pipe including, but not limited to: 12"Ø AWWA C-900 Polyvinyl Chloride (PVC) pipe, granular pipe bedding, earth backfill, laying of the pipe, thrust blocks, fitting, mechanical joint restraints, dewatering, joining of the pipe, tracer wire and appurtenances (terminations, ground rods, splices, etc... required for complete tracer wire installation), and all required testing in accordance with the Contract Documents.
- B. Granular backfill shall be paid for under a separate pay item.
- C. Measurement of pipe will be the horizontal distance made along the centerline of the pipe installed excluding piping within structures.
- D. Payment will be made at the appropriate contract unit price bid per lineal foot.

1.8 BID ITEM NO. 5.a: PIPE SEWER – 8 INCH, PVC

- A. The payment for Bid Items No.22.a shall include all costs as detailed in the Sanitary Sewerage Facilities Standard Construction Specifications for The City of Jackson, Missouri (Revision 2021).

1.9 BID ITEM NO. 5.b: PIPE SEWER – 12" MJ GATE VALVE W/VB W/MJ TEE & TB

- A. Price shall include all costs for labor, material, and equipment to install the 12-inch AWWA C509/C515 NRS double-disc gate valve on new 12" PVC sewer including but not limited to valve, valve box, extension stem (where needed), 12"x12" MJ Tee, thrust blocking, excavation, backfill, granular backfill, pipe bedding, detection wire, mechanical joint restraints, and testing as specified on the Contract Drawings.
- B. Payment will be made at the appropriate contract unit price per each.

1.10 BID ITEM NO. 6: PIPE SEWER – 15 INCH, PVC**1.11 BID ITEM NO. 7: PIPE SEWER – 16 INCH, DIP (CLASS 56)****1.12 BID ITEM NO. 8: MANHOLE – STANDARD CONSTRUCTION****1.13 BID ITEM NO. 9: FOULWATER DROP – 12 INCH PIPE****1.14 BID ITEM NO. 10: CONCRETE ENCASEMENT – CLASS A**

- A. The payment for Bid Items No.6 through No. 10 shall include all costs as detailed in the Sanitary Sewerage Facilities Standard Construction Specifications for The City of Jackson, Missouri (Revision 2021).

1.15 BID ITEM NO. 11: AIR RELEASE MANHOLE

- A. Payment will be made for installation of a new air-release manhole with associated appurtenances as indicated on Contract Drawings Sheet C5 and specifications at the lump sum bid price for the Pay Item "AIR RELEASE MANHOLE."
- B. Such payment shall include all costs of labor, materials, equipment and tools necessary to construct the new air-release manhole, including but not limited to all excavation, earth and backfill, granular backfill (when indicated on the Drawings), sub-base, force main connections, pipe bedding, Class "A" concrete, reinforced precast concrete structure, steps, manhole frame and cover, geotextile fabric, combination vacuum/air-release valve, 10" x 2" tapping saddle, pipe couplings, ball valves, structural pipe supports, testing, and all other required work considered incidental to the completed installation of the new air-release manhole.

1.16 BID ITEM NO. 12: [ABANDON] SPECIAL MANHOLE 7D-017

- A. The payment shall include all costs as detailed in the Sanitary Sewerage Facilities Standard Construction Specifications for The City of Jackson, Missouri (Revision 2021).

- ~~B. Payment will be made for the rehabilitation of Special Manhole 7D-017 to include, without limitation:~~

- ~~1. Lining: Interior lining of designated precast manholes as detailed in the Contract Documents. Payment shall include all costs for labor, material, and equipment including, but not limited to cleaning and preparation of the interior surface of the manhole, filling all voids, installation of the lining material, and all other thing necessary or required for the installation of the manhole lining.~~

2. ~~Pipe Connections: All costs for labor, material, equipment required for making pipe connection to existing manhole including, without limitation, cutting a hole in the existing manhole, adjusting the invert, proper pipe bedding, grouting, waterstop seals, installing of pipe, and all things necessary for making the completed pipe connection(s) in accordance with Contract Documents.~~

3. ~~Grouting: All costs of labor and equipment and tools required to chemical grout Special Manhole 7D-017. Work shall include, but not limited to clean and prepare interior surface of existing manhole, seal all active leaks, install the chemical grout and do all things necessary or required for grouting existing manhole as indicated on the Contract Documents.~~

4. ~~Interior Foulwater Drop: All costs of labor and equipment and tools required for the provision and installation of an interior foulwater drop within ex. manhole 7D-017 in accordance with the detail provided on Contract Drawing Sheet C9.~~

C. ~~Payment will be made at the appropriate contract unit price bid per each.~~

1.17 BID ITEM NO. 13: SPECIAL STORM MANHOLE "A"

- A. The payment shall include all costs of labor, materials, equipment and tools required for replacing the existing manhole frame and cover with new frame and cover as Specified on the Plans. Work shall include, but not limited to removal of existing frame and cover, excavation, backfill, supply and install new frame and cover, clean and prepare cone surface, and do all things necessary or required for installing the new frame and cover on the existing manhole.
- B. Payment will be made for the successful installation of the frame and cover at the respective contract unit price per each.

1.18 BID ITEM NO. 14: ROCK BLANKET – HEAVY

- A. The payment shall include all costs as detailed in the Sanitary Sewerage Facilities Standard Construction Specifications for The City of Jackson, Missouri (Revision 2021).

1.19 BID ITEM NO. 15: ELECTRICAL CONDUITS (2-4" DIA. PVC) BURIED (INCL. EXCAVATION)

- A. Payment shall include all costs for labor, material, and equipment for installation of two (2) 2-inch PVC conduits including, but not limited to excavation, granular bedding, earth backfill, laying of the conduit, concrete encasement beyond the pay quantity defined in Bid Item No.10, fittings, casing spacers, **pull tape/wire**, and jointing of the conduit in accordance with details shown on Contract Drawings.
- B. The City of Jackson, MO (OWNER) will provide and install the high-voltage conductors within the conduits detailed under Bid Item No. 15, herein. Contractor shall be responsible for all low-voltage terminations.

1.23 BID ITEM NO. 19: PORTABLE BACKUP GENERATOR

- D. Price shall include all costs for labor, material, and equipment required for the generator including the generator enclosure which shall contain the generator and diesel fuel tank, and connection, installation, and testing of, the new generator, and appurtenances as specified in these Specifications and as shown on Contract Drawings.
- E. Payment will be made at the appropriate lump sum price.

1.24 BID ITEM NO. 20: ABANDON EX. WATER SERVICE LINE

- A. Price shall include all costs for labor, material, and equipment required to remove the existing yard hydrant and to cut and cap the existing 2-inch water main, including but not limited to caps, plugs, couplings, thrust restraint, excavation, hauling of spoils, earth backfill, backfill compaction, as required by Contract Documents.
- B. Granular backfill shall be paid for under a separate pay item.
- C. Payment will be made at the appropriate contract unit price each.

1.25 BID ITEM NO. 21: 12" TAP VALVE & SADDLE – BRANCH

A. NOT USED.

~~B. Price shall include all materials, labor and equipment required to complete the tap of existing 12-inch force main including but not limited to pressure tap, 12"x12" tapping sleeve, 12" tapping valve, valve box, extension stem (where needed), excavation, backfill, granular backfill pipe, pipe bedding, detection wire, testing, mechanical joint restraints, and thrust block.~~

~~C. Price will be made at the appropriate contract unit price per each.~~

1.26 BID ITEM NO. 22: 12" TAP VALVE & SADDLE – LINE

- C. Price shall include all costs for labor, material, and equipment to install the 12-inch insertion valve on active line including but not limited to valve, valve box, extension stem (where needed), tapping existing line, excavation, backfill, granular backfill, pipe bedding, detection wire, mechanical joint restraints, and testing as specified on the Contract Drawings.
- D. Payment will be made at the appropriate contract unit price per each.

1.27 BID ITEM NO. 23: MOBILIZATION

- A. Payment for mobilization shall include full compensation to contractor for labor, materials, and equipment required for mobilization onto the job site and all other incidental work related to the project.
- B. Payment will be made at the appropriate lump sum price, with the lump sum not to exceed five percent (5%) of the subtotal of the Contract.

BILL NO. 22-____

ORDINANCE NO. 22-____

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO BABYSITTING AS A HOME OCCUPATION; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

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

“Sec. 65.2. Definitions.

* * *

Child or daycare center. Any place, home, or institution which receives more than six (6) children under the age of seventeen (17) years for care apart from their natural parents, legal guardians, or custodians when received for regular periods of time for compensation; provided, however, this definition shall not include public and private schools, organized, operated, or approved under the laws of this state, custody of children fixed by a court of competent jurisdiction; children related by blood or marriage within the third degree of the custodial person; or to churches or other religious or public institutions while their parents or legal guardians are attending services, meetings or classes, or are engaged in church activities.”

Section 2. That Chapter 65, Article I, Section 65-4, Subsection (1), Paragraph v. 2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-4. A-1 Agricultural district regulations.

* * *

2. Babysitting limited to no more than six (6) children under the age of seventeen (17) at one (1) time.”

Section 3. That Chapter 65, Article I, Section 65-5, Subsection (1), Paragraph b. 2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-5. R-1 Single-Family residential district regulations.

* * *

2. Babysitting limited to no more than six (6) children under the age of seventeen (17) at one (1) time.”

Section 4. That Chapter 65, Article I, Section 65-6, Subsection (1), Paragraph c. 2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-6. R-2 Single-Family residential district regulations.

* * *

2. Babysitting limited to no more than six (6) children under the age of seventeen (17) at one (1) time.”

Section 5. That Chapter 65, Article I, Section 65-7, Subsection (1), Paragraph e. 2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-6. R-3 One – and two-family residential district regulations.

* * *

2. Babysitting limited to no more than six (6) children under the age of seventeen (17) at one (1) time.”

Section 6. That Chapter 65, Article I, Section 65-8, Subsection (1), Paragraph i. 2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

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

* * *

2. Babysitting limited to no more than six (6) children under the age of seventeen (17) at one (1) time.”

Section 7. That Chapter 65, Article I, Section 65-9, Subsection (1), Paragraph b. 2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

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

* * *

2. Babysitting limited to no more than six (6) children under the age of seventeen (17) at one (1) time.”

Section 8. That Chapter 65, Article I, Section 65-10, Subsection (1), Paragraph e. 2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

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

* * *

2. Babysitting limited to no more than six (6) children under the age of seventeen (17) at one (1) time.”

Section 9. 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 10. 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 11. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 12. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: May 2, 2022.

SECOND READING: May 2, 2022.

PASSED AND APPROVED this 2nd day of May, 2022, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

Accepting the Dedication of a Temporary Construction Easement Deed from Noah Weatherby

BILL NO. 22-__

ORDINANCE NO. 22-__

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

WHEREAS, **Noah Weatherby of Jackson, Missouri**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Deed, attached hereto.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the Deed which is attached hereto.

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

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

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

FIRST READING: May 2, 2022.

SECOND READING: May 2, 2022.

PASSED AND APPROVED this 2nd day of May, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

TITLE OF DOCUMENT:	TEMPORARY CONSTRUCTION EASEMENT DEED
DATE OF DOCUMENT:	APRIL 25, 2022
GRANTOR:	NOAH WEATHERBY
GRANTOR'S MAILING ADDRESS:	219 WEST MARY STREET JACKSON, MISSOURI 63755
GRANTOR'S DEED RECORDING:	DOCUMENT NO. 2021-16153
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	219 WEST MARY STREET JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGE 4 OF DEED

Easement Deed

Tract No. 10

This Deed made and entered into this 25th day of April Two Thousand 22, by and between Noah Weatherby
Grantor's Address: 219 W. Mary St., Jackson, MO 63755

Of the County of Cape Girardeau, State of Missouri,
Parties of the first part, and the City of Jackson
Grantee's Address: 101 Court Street, Jackson, MO 63755

Of the County of Cape Girardeau, State of Missouri
Party of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of \$1.00 and/or other valuable goods & considerations paid by the said City of Jackson

Party of the second part, the receipt of which is hereby acknowledged, do by these presents *Grant* unto the said party of the second part,

An Easement for the following purposes:

Temporary Construction Easement

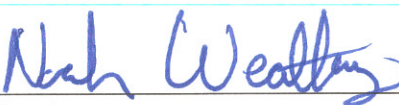
Over the following described Real Estate, situated in the County of Cape Girardeau, and State of Missouri, to-wit:

A tract of land described in Exhibit "A" and depicted on the Plat contained in Exhibit "B" both attached hereto and incorporated herein for all purposes.

Subject to any and all easements, restrictions, conditions, etc. of record.

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto said grantee, its successors and assigns; that said grantor hereby covenants that said grantee lawfully seized of an indefeasible estate in fee in the premises from which the temporary construction easement is herein conveyed. The grantee's interest in the temporary construction easement will be extinguished immediately at the completion of the Mary Street Bridge and Sidewalk Improvements construction project.

In Witness Whereof, the said parties of the first part have executed these presents the day and year first above written.



Signature

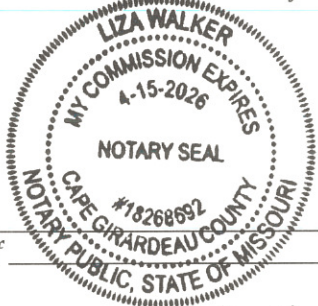
Noah Weatherby

Print Name

State of Missouri)
County of Cape Girardeau) ss

On this 25th day of April, 20 22, before me personally appeared Noah Wetherby to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Liza Walker
Notary Public
My term expires: 04-15-2026

State of _____)
County of _____) ss

On this _____ day of _____, 20 _____, before me personally _____ appeared _____ to me personally known, who, being by me duly sworn, did say that he/she is the _____ of a Corporation of the State of _____, and that the seal affixed to the foregoing instrument is the Corporate Seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public
My term expires: _____

Exhibit A

TEMPORARY CONSTRUCTION EASEMENT

A part of a tract of land as recorded in Document No. 2021-16153 of the Cape Girardeau County Records situated in U.S. Survey 2250, Township 31 North, Range 12 East of the 5th P.M., and being more particularly described as follows:

Commencing at a found iron rod with cap at the southwest corner of a tract of land described in Deed Document No. 2016-05321 the Cape Girardeau County Records; thence S74°11'11"W 63.06 feet to the centerline of W. Mary Street (variable width); thence leaving said centerline S07°07'55"W 25.55 feet to a point in the existing south right-of-way of W. Mary Street, said point being the point of beginning of the tract of land herein described; thence leaving said existing south right-of-way along the east property line of a tract of land described as Document No. 2021-16153 of the Cape Girardeau County Records, S07°00'16"W 5.05 feet; thence leaving said east property line S88°58'43"W 54.03 feet; thence S01°01'17"E 10.00 feet; thence S88°58'43"W 34.28 feet; thence N01°01'17"W 10.00 feet; thence S88°58'43"W 28.72 feet to the existing east right-of-way of Russell Avenue (variable width); thence with said east right-of-way N07°20'15"E 5.05 feet to the existing south right-of-way of W. Mary Street (variable width); thence with said existing south right-of-way N88°58'43"E 116.99 feet point of beginning containing 928 square feet, the location of which is shown graphically on the attached Exhibit "B".



INITIAL:

A TRACT OF LAND BEING PART OF U.S. SURVEY 2250,
TOWNSHIP 31 NORTH, RANGE 12 EAST
DOCUMENT NO. 2021-16153
CAPE GIRARDEAU COUNTY, MISSOURI