



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, April 04, 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 March 21, 2022.

FINANCIAL AFFAIRS

3. Motion approving the payment of monthly bills.

ACTION ITEMS

Power, Light, and Water Committee

4. Motion approving Task Order Authorization No. 22-08, in the amount of \$67,500.00, to Allen & Hoshall, of Memphis, Tennessee, relative to providing engineering services under the North High Street Electric Relocation Project.
5. Motion accepting the bid of Kevin Rockhill DBA Rockhill & Sons Lawn Care, of Jackson, Missouri, relative to the Park Concession Stand Operations Program.
6. Bill proposing an Ordinance authorizing a contractual agreement with Kevin Rockhill DBA Rockhill & Sons Lawn Care, relative to the Park Concession Stand Operations Program.
7. Bill proposing an Ordinance approving a Cost Share Agreement with the Missouri Department of Conservation, relative to an aerator in Rotary Lake.

Street, Sewer, and Cemetery Committee

8. Motion approving Task Order Authorization No. 22-09, in the amount of \$81,682.00, to Cochran Engineering, of Farmington, Missouri, relative to providing inspection services under the West Mary Street Low-Water Crossing Replacement Project.
9. Motion accepting the bid of Couboi, LLC, of Jackson, Missouri, in the amount of \$198.00 per event, for the Brookside Park Mowing and Trimming Services Program; the bid in the amount of \$554.00 per event, for the Jackson Civic Center and City Sites Mowing and Trimming Services Program; the bid in the amount of \$159.00 per mowing event, for the

Football Park Mowing and Trimming Services Program; the bid in the amount of \$406.00 per event, for the Litz Park Mowing and Trimming Services Program; and the bid in the amount of \$501.00 per event, for the City Cemeteries Trimming Services Program.

- [10.](#) Bill proposing an Ordinance authorizing a contractual agreement with Couboi, LLC, relative to the Brookside Park Mowing and Trimming Services Program, the Jackson Civic Center and City Sites Mowing and Trimming Services Program, the Football Park Mowing and Trimming Services Program, the Litz Park Mowing and Trimming Services Program; and the City Cemeteries Trimming Services Program.
- [11.](#) Motion accepting the bid of Kevin Rockhill DBA Rockhill & Sons Lawn Care, of Jackson, Missouri, in the amount of \$475.00 per event, for the City Park Trimming Services Program; and the bid in the amount of \$355.00 per event, for the Soccer Park Mowing and Trimming Services Program.
- [12.](#) Bill proposing an Ordinance authorizing a contractual agreement with Kevin Rockhill DBA Rockhill & Sons Lawn Care, relative to the City Park Trimming Services Program and the Soccer Park Mowing and Trimming Services Program.
- [13.](#) Bill proposing an Ordinance approving the Minor Plat of Cara's First Subdivision, as submitted by Country Life, LLC.
- [14.](#) Bill proposing an Ordinance accepting the dedication of General Warranty and Temporary Construction Easement Deeds from Jeffrey A. and Lois F. Long; and Stephen W. and Diann M. Dow, relative to the West Mary Street Low-Water Crossing Replacement Project.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

15. Report by Mayor
16. Reports by Board Members
17. Report by City Attorney
18. Report by City Administrator
19. 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 04/01/2022 at 04:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 21, 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, David Reiminger, and Wanda Young. Present-8; Absent-0.

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-8; Nays-0; Absent-0.

Public Hearing to Consider a Special)
 Use Permit for a Bakery as a Home)
 Occupation at 828 Eagle Drive, as)
 submitted by Darrell and Mandy Hatfield)

Now comes forth a Public Hearing to consider a Special Use Permit for a bakery as a home occupation in an R-2 (Single-Family Residential) District at 828 Eagle Drive, as submitted by Darrell and Mandy Hatfield.

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

Now comes forth Mandy Hatfield of 828 Eagle Drive and applicant of the Special Use Permit to state that she is requesting kitchen space to bake and would take her goods to other locations to be sold. Mrs. Hatfield states that no customers would be visiting her home.

Now comes forth Building and Planning Manager Janet Sanders to state that the Planning & Zoning Commission voted to recommend approval of the Special Use Permit. 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 support and one letter of opposition were submitted.

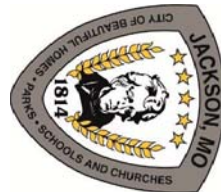
Now comes forth Alderman Sander to question wholesale versus retail of the goods. City Attorney Curt Poore clarifies a restriction in the ordinance that addresses any outside traffic concern.

The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the Minutes of the)
 March 7, 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, March 7, 2022. Ayes-8; Nays-0; Absent-0.

Motion to Approve the City Collector's)
 Electric, Water & Sewer, Taxes &)



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, March 21, 2022 at 6:00 PM


Board Chambers, City Hall, 101 Court St.

MINUTES

Licenses, and Refuse Report for)
February, 2022)

Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for February, 2022. Ayes-8; Nays-0; Absent-0.

COLLECTOR'S REPORT FEBRUARY COLLECTIONS 2022

UTILITY SERVICE	ELECTRIC/SECURITY LIGHT (EL/SL)	WATER/PRIMACY (WA/PF)	SEWER (SE)	LANDFILL (TR)	GENERAL REVENUE	TOTALS
COLLECTIONS						
SERVICE CHARGES	1,296,778.85	237,364.36	190,670.43	56,663.38		1,781,477.02
LATE FEES	5,045.34	1,095.79	884.78	220.09		7,246.00
SALES TAX	40,896.27	7,097.79				47,994.06
RECONNECT FEES	1,200.00					1,200.00
RETURNED TRANSACTION FEES	360.00					360.00
CUSTOMER RELOCATION FEES					225.00	225.00
TRASH STICKERS				1,257.00		1,257.00
UTILITY COLLECTIONS	1,344,280.46	245,557.94	191,555.21	58,140.47	225.00	1,839,759.08
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	1,344,280.46	245,557.94	191,555.21	58,140.47	225.00	1,839,759.08
BUSINESS / CONTRACTOR LICENSES					1,200.00	1,200.00
EVENT CHARGES / MISC.	150.00					150.00
						-
NON-UTILITY COLLECTIONS	150.00	-	-	-	1,200.00	1,350.00
MISC. ADJUSTMENTS						-
INTEREST ON FUNDS						7.15
CASH IN BANK						1,841,116.23
MISSOURI SALES TAX PAYMENT	(40,896.27)	(7,097.79)				(47,994.06)
Money Due to City Treasurer					\$	1,793,122.17
Respectfully Submitted,						
						
City Collector						



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MINUTES

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

Motion made by Alderwoman Young, seconded by Alderman Kimbel, to approve the City Clerk's and City Treasurer's Reports for February, 2022. The City Clerk's Report is as follows: Electric Receipts – \$2,047.75; Cemetery Receipts – \$7,575.00; Water Receipts – \$3,395.00; Wastewater Receipts – \$0.00; General Revenue Receipts – \$72,996.56; Inmate Security Fund – \$10.00; Park Receipts – \$323.50; Park Foundation Receipts – \$25.00; Transportation Sales Tax Receipts – \$0.00; Recreational Development Receipts – \$6,475.00; Recreation Sales Tax Receipts – \$8,839.00; Trust & Agency Receipts – \$0.00; Landfill Receipts – \$4,647.04; and Stormwater Maintenance Receipts – \$191.12. The Water & Light Deposit balance as of February 1, 2022 – \$316,949.99; Deposits - \$11,250.42; Refunds - \$16,510.62; balance as of February 28, 2022 – \$311,689.79. Ayes-8; Nays-0; Absent-0.

CITY TREASURER'S REPORT FOR FEBRUARY, 2022

FUND	FUND BALANCES 02-01-2022	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 02-28-2022	INVESTMENTS	CASH BALANCE 02-28-2022
ELECTRIC FUND							
Operation & Maintenance	-	1,076,491.57	25,847.22	1,102,338.79	-	-	-
Electric Surplus	5,426,522.43	363,026.56	-	26,150.27	5,763,398.72	4,399,545.72	1,363,853.00
Electric Capital Projects	6,518,400.02	-	-	13,500.00	6,504,900.02	6,412,000.00	92,900.02
General Revenue	2,239,316.29	235,892.48	(94,507.34)	536,883.08	1,843,818.35	1,295,000.00	548,818.35
Landfill Fund	662,936.24	62,788.46	(9,718.41)	204,822.86	511,183.43	-	511,183.43
City Park Fund	228,218.02	31,642.79	(8,488.99)	28,804.43	222,567.39	-	222,567.39
Public Park Foundation Fund	137,233.73	25.00	-	-	137,258.73	-	137,258.73
Cemetery Fund	885,239.66	26,859.62	(4,812.65)	13,876.80	893,409.83	299,000.00	594,409.83
Band Fund	(67,791.79)	85,277.12	-	17,494.65	(9.32)	-	(9.32)
Stormwater Maintenance Fund	274,304.71	191.12	-	-	274,495.83	61,000.00	213,495.83
ARPA Fund	1,496,845.37	-	-	-	1,496,845.37	-	1,496,845.37
Road Use Tax Fund	1,012,309.26	51,545.85	(19,166.66)	2,620.00	1,042,068.45	750,000.00	292,068.45
Sales Tax Fund	3,494,643.83	202,860.55	-	42,600.00	3,654,904.38	3,581,432.68	73,471.70
Fire Protection Sales Tax	56,659.13	48,249.45	-	-	104,908.58	-	104,908.58
Recreation Sales Tax	202,211.84	57,088.44	(8,848.35)	21,695.61	228,756.32	-	228,756.32
Public Safety Sales Tax	107,577.00	96,473.06	-	-	204,050.06	-	204,050.06
Trust and Agency Fund	970,740.55	3,536.01	14,590.12	16,566.30	972,300.38	720,000.00	252,300.38
Recreational Development	4,234.48	6,475.00	(723.48)	1,059.46	8,926.54	-	8,926.54
Transportation Sales Tax	2,784,301.49	96,502.05	-	2,428.18	2,878,375.36	2,273,000.00	605,375.36
I-55 Corridor Special Allo.	168,700.10	619.70	-	-	169,319.80	-	169,319.80
Capital Projects Construct.	-	-	-	-	-	-	-
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	363,285.16	15,860.01	147,608.59	102,449.81	424,303.95	-	424,303.95
Inmate Security Fund	13,955.12	132.00	-	-	14,087.12	-	14,087.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	88,959.91	(22,137.50)	66,822.41	-	-	-
Water Replacement	698,925.15	3,510.08	-	-	702,435.23	658,000.00	44,435.23
Water & Sewer Revenue Bon	267,896.04	201,048.56	-	25,639.00	443,305.60	430,000.00	13,305.60
Water & Sewer Deprec. Res	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserv	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,098,286.57	-	-	46,614.44	9,051,672.13	8,613,590.93	438,081.20
Wastewater Operation & Ma	-	140,213.53	(19,642.55)	120,570.98	-	-	-
Wastewater Replacement	1,114,811.35	-	-	-	1,114,811.35	1,030,041.87	84,769.48
W & S Construction Fund	1,877,109.59	-	-	70,562.08	1,806,547.51	200,000.00	1,606,547.51
TOTALS	40,150,488.41	2,895,268.92	-	2,463,499.15	40,582,258.18	30,832,611.20	9,749,646.98
Respectfully Submitted,					Cash on Hand		1,475.00
					General Account		7,951,432.74
					Collectors Account		1,793,122.17
					Equitable Sharing Fund		3,617.07
Liza Walker, City Clerk/Treasurer (signed)					TOTAL		9,749,646.98



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, March 21, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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MINUTES

Motion to Approve Task Order)
 Authorization No. 22-06 to BHMG)
 Engineers, Inc. of Arnold, Missouri,)
 relative to providing Engineering)
 Services under the Stack Testing for)
 the RICE NESHAP Project)

Motion made by Alderman Reiminger, seconded by Alderwoman Liley, to approve Task Order Authorization No. 22-06, in the amount of \$21,600.00, BHMG Engineers, Inc. of Arnold, Missouri, relative to providing engineering services under the Stack Testing for the RICE NESHAP Project. Ayes-8; Nays-0; Absent-0.

Motion to Approve Task Order)
 Authorization No. 22-07 to Blakely &)
 Associates Consulting Engineers, Inc.)
 of Chillicothe, Missouri, relative to)
 providing Engineering Services under)
 the Generator Controls Upgrade Project)

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to approve Task Order Authorization No. 22-07, in the amount of \$212,413.00, to Blakely & Associates Consulting Engineers, Inc. of Chillicothe, Missouri, relative to providing engineering services under the Generator Controls Upgrade Project. Ayes-8; Nays-0; Absent-0.

Motion to Accept the Bids of ABB, Inc.)
 of Belleville, Illinois, and to Authorize)
 the Purchase of Materials, relative to the)
 I-55 Electrical Substation Equipment)
 Project)

Motion made by Alderman Reiminger, seconded by Alderman Sander, to accept the bids of ABB, Inc. of Belleville, Illinois, in the amount of \$150,700.00 for five 13 kV Power Circuit Breakers and \$35,700.00 for one 34.5 kV Circuit Breaker, and to authorize the purchase of materials, relative to the I-55 Electrical Substation Equipment Project. Ayes-8; Nays-0; Absent-0.

Motion to Accept the Bid of KVA, Inc.)
 of Greer, South Carolina, and to)
 Authorize the Purchase of a Relay)
 Control House and Associated)
 Equipment, relative to the I-55 Electrical)
 Substation Equipment Project)

Motion made by Alderman Reiminger, seconded by Alderwoman Liley, to accept the bid of KVA, Inc. of Greer, South Carolina, in the amount of \$218,557.00, and to authorize the purchase of a Relay Control House and associated equipment, relative to the I-55 Electrical Substation Equipment Project. Ayes-8; Nays-0; Absent-0.

Motion to Accept the Bid of Virginia)
 Transformer Corp. of Roanoke, Virginia,)
 and to Authorize the Purchase of a)
 Power Transformer, relative to the I-55)
 Electrical Substation Equipment Project)

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to accept the bid of Virginia Transformers Corp. of Roanoke, Virginia, in the amount of \$878,998.00 and to



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authorize the purchase of a Power Transformer, relative to the I-55 Electrical Substation Equipment Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-23 Re: To Authorize)
 the Mayor to Execute an Agreement)
 with the Missouri Fire Fighters Critical)
 Illness Pool, relative to Participation in)
 the Cancer Award Program)

The matter of authorizing the Mayor to execute an agreement with the Missouri Fire Fighters Critical Illness Pool, relative to participation in the Cancer Award Program, came on for consideration. Alderman Reiminger introduced Bill No. 22-24, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, ON BEHALF OF THE JACKSON FIRE RESCUE, AND MISSOURI FIRE FIGHTERS CRITICAL ILLNESS POOL, RELATIVE TO THE PARTICIPATION IN THE CANCER AWARD PROGRAM; 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. 22-24 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. 22-24 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. 22-23 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderman Cunningham-aye; Alderman Reiminger-aye; Alderwoman Young-aye; Alderman Kimbel-aye; Alderwoman Liley-aye; Alderman Hitt-aye; and Alderman Sander-aye.

BILL NO. 22-24

ORDINANCE NO. 22-23

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, ON BEHALF OF THE JACKSON FIRE RESCUE, AND MISSOURI FIRE FIGHTERS CRITICAL ILLNESS POOL, RELATIVE TO THE PARTICIPATION IN THE CANCER AWARD 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 an Agreement and Release 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 Agreement.

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



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 21, 2022 at 6:00 PM
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MINUTES

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

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

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

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

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

FIRST READING: March 21, 2022.

SECOND READING: March 21, 2022.

PASSED AND APPROVED this 21st day of March, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Ordinance No. 22-24 Re: To Authorize)
the Mayor to execute a Mutual)
Settlement Agreement and Release)
with MNT Industrial Underground, LLC)

The matter of authorizing the Mayor to execute a Mutual Settlement Agreement and Release with MNT Industrial Underground, LLC of Friedheim, Missouri, came on for consideration. Alderman Reiminger introduced Bill No. 22-25, being for an ordinance entitled as follows:



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AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MUTUAL SETTLEMENT AGREEMENT AND RELEASE BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MNT INDUSTRIAL UNDERGROUND, LLC OF FRIEDHEIM, MISSOURI*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderwoman Liley, Bill No. 22-25 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. 22-25 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 22-24 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Sander-aye; Alderman Cunningham-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderwoman Liley-aye; Alderman Hitt-aye; and Alderman Kimbel-aye.

BILL NO. 22-25

ORDINANCE NO. 22-24

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MUTUAL SETTLEMENT AGREEMENT AND RELEASE BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MNT INDUSTRIAL UNDERGROUND, LLC OF FRIEDHEIM, MISSOURI*; 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 Mutual Settlement Agreement and Release 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 Settlement Agreement.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the Settlement Agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **MNT Industrial Underground, LLC of Friedheim, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said Settlement Agreement.

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



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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 Settlement Agreement.

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

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

FIRST READING: March 21, 2022.

SECOND READING: March 21, 2022.

PASSED AND APPROVED this 21st day of March, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 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, April 18, 2022, regarding a)
Request for a Text Amendment to)
Chapter 65 (Zoning) related to)
Babysitting as a Home Occupation, as)
submitted by Brian Powell)

Motion made by Alderman Cunningham, seconded by Alderman Baker, to set a public hearing for Monday, April 18, 2022, at 6:00 p.m., regarding a request for a text amendment to Chapter 65 (Zoning) related to babysitting as a home occupation, as submitted by Brian Powell. Ayes-7; Nays-1; Alderman Cunningham; Absent-0.

Motion to Approve Change Order No. 2)
to Coast to Coast Signs, LLC of Scott)
City, Missouri, relative to the Jackson)
Civic Center Directional and)
Informational Sign Project)

Motion made by Alderman Cunningham, seconded by Alderman Hitt, to approve Change Order No. 2 to Coast to Coast Signs, LLC of Scott City, Missouri, relative to the Jackson Civic Center Directional and Informational Sign Project. Ayes-8; Nays-0; Absent-0.

Motion to Accept the Bid of Steve's)
Hauling and Excavating, LLC of Oak)



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Board Chambers, City Hall, 101 Court St.

MINUTES

Ridge, Missouri, relative to the Disposal)
 of Stockpiled Brush Program)

Motion made by Alderman Cunningham, seconded by Alderwoman Young, to accept the bid of Steve's Hauling & Excavating, LLC of Oak Ridge, Missouri, in the amount of \$24,800.00, relative to the Disposal of Stockpiled Brush Program. Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-25 Re: To Authorize a)
 Contractual Agreement with Steve's)
 Hauling & Excavating, LLC of Oak)
 Ridge, Missouri, relative to the Disposal)
 of Stockpiled Brush Program)

The matter of authorizing a contractual agreement with Steve's Hauling & Excavating, LLC of Oak Ridge, Missouri, relative to the Disposal of Stockpiled Brush Program, came on for consideration. Alderman Cunningham introduced Bill No. 22-26, 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 STEVE'S HAULING & EXCAVATING, LLC OF OAK RIDGE, MISSOURI, RELATIVE TO THE DISPOSAL OF STOCKPILED BRUSH 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 Baker, Bill No. 22-26 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. 22-26 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 22-25 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Cunningham-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Kimbel-aye; Alderman Baker-aye; and Alderman Sander-aye.

BILL NO. 22-26

ORDINANCE NO. 22-25

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND STEVE'S HAULING & EXCAVATING, LLC OF OAK RIDGE, MISSOURI, RELATIVE TO THE DISPOSAL OF STOCKPILED BRUSH 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:



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 21, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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 **Steve's Hauling & Excavating, LLC 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: March 21, 2022.

SECOND READING: March 21, 2022.

PASSED AND APPROVED this 21st day of March, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Liza Walker (signed)
 City Clerk

Ordinance No. 22-26 Re: To Accept the)
 Dedication of General Warranty and)
 Temporary Construction Easement)
 Deeds from Burna D. Walker, relative)
 to the West Mary Street Low-Water)
 Crossing Replacement Project)

The matter of accepting the dedication of General Warranty and Temporary Construction Easement Deeds from Burna D. Walker, relative to the West Mary Street Low-Water Crossing



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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Board Chambers, City Hall, 101 Court St.

MINUTES

Replacement Project, came on for consideration. Alderman Cunningham introduced Bill No. 22-27, being for an ordinance entitled as follows:

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 GENERAL WARRANTY AND TEMPORARY CONSTRUCTION EASEMENT DEEDS.

On a motion made by Alderman Cunningham, seconded by Alderman Hitt, Bill No. 22-27 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. 22-27 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 22-26 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Kimbel-aye; Alderman Cunningham-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Baker-aye; Alderwoman Liley-aye; and Alderman Sander-aye.

BILL NO. 22-27

ORDINANCE NO. 22-26

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 GENERAL WARRANTY AND TEMPORARY CONSTRUCTION EASEMENT DEEDS.

WHEREAS, **Burna D. Walker of Jackson, Missouri**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Deeds, 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 Deeds which are 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 deeds.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said deeds 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: March 21, 2022.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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Board Chambers, City Hall, 101 Court St.

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SECOND READING: March 21, 2022.

PASSED AND APPROVED this 21st day of March, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Ordinance No. 22-27 Re: To Amend the)
 "Parking Prohibited Schedule" –)
 Schedule IX, by Adding Designations in)
 Ramsey Branch Subdivision, Phase 2)

The matter of amending the "Parking Prohibited Schedule" – Schedule IX, by adding designations on Buckeye Pass, Byrd Creek Trail, Hubble Cove Drive, and Pinedale Drive in Ramsey Branch Subdivision, Phase 2, came on for consideration. Alderman Cunningham introduced Bill No. 22-28, 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 Alderwoman Young, Bill No. 22-28 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 Alderwoman Young, Bill No. 22-28 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 22-27 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-aye; Alderwoman Liley-aye; Alderman Kimbel-aye; Alderman Baker-aye; and Alderman Hitt-aye.

BILL NO. 22-28

ORDINANCE NO. 22-27

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

WHEREAS, as a result of traffic surveys and other input, the Traffic Safety Division of the Police Department of the City of Jackson recommends the following no parking zones.

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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Section 1. 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:

HUBBLE COVE DRIVE: Along the east side of Hubble Cove Drive for its entire distance.

BUCKEYE PASS: Along the west side of Buckeye Pass for its entire distance.

BYRD CREEK TRAIL: Along the east side of Byrd Creek Trail for its entire distance.

PINEDALE DRIVE: Along the west side of Pinedale Drive between Caney Fork Street and Flatrock Trace.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "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 3. 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 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

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

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

FIRST READING: March 21, 2022.

SECOND READING: March 21, 2022.

PASSED AND APPROVED this 21st day of March, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions, and 0 absent.

CITY OF JACKSON, MISSOURI



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 21, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Liza Walker (signed)
 City Clerk

Ordinance No. 22-28 Re: To Approve a)
 Special Use Permit for a Bakery as a)
 Home Occupation at 828 Eagle Drive,)
 as submitted by Darrell and Mandy)
 Hatfield)

The matter of approving a Special Use Permit for a bakery as a home occupation in an R-2 (Single-Family Residential) District at 828 Eagle Drive, as submitted by Darrell and Mandy Hatfield, came on for consideration. Alderman Cunningham introduced Bill No. 22-29, being for an ordinance entitled as follows:

AN ORDINANCE APPROVING THE PROPOSED REZONING FOR A SPECIAL USE PERMIT FOR CERTAIN PROPERTY IN THE CITY OF JACKSON, MISSOURI, DESCRIBED IN EXHIBIT A; SETTING FORTH THE AREA FOR SPECIAL USE AND THE CONDITIONS OF SPECIAL USE; ALL IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

On a motion made by Alderman Cunningham, seconded by Alderman Baker, Bill No. 22-29 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. 22-29 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. 22-28 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Hitt-aye; Alderman Cunningham-aye; Alderman Baker-aye; Alderman Reiminger-aye; Alderwoman Liley-aye; Alderman Kimbel-aye; and Alderman Sander-aye.

BILL NO. 22-29

ORDINANCE NO. 22-28

AN ORDINANCE APPROVING THE PROPOSED REZONING FOR A SPECIAL USE PERMIT FOR CERTAIN PROPERTY IN THE CITY OF JACKSON, MISSOURI, DESCRIBED IN EXHIBIT A; SETTING FORTH THE AREA FOR SPECIAL USE AND THE CONDITIONS OF SPECIAL USE; ALL IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, the City Board and the Planning and Zoning Commission have considered a proposed rezoning and/or special use permit for property described as 828 Eagle Drive, as set out in Exhibit A which is attached hereto and incorporated herein by reference; and,

WHEREAS, a public hearing was held on said rezoning and/or special use permit in accordance with Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,



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WHEREAS, a special use permit for an in-home bakery business in an R-2 Single-Family Residential District may be granted by virtue of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, after duly considering the recommendations of the City Planning and Zoning Commission and other input received at the required public hearing, the Board of Aldermen of the City of Jackson, Missouri, has decided it is in the best interests of the citizens of the City of Jackson, Missouri, to grant a special use for said property.

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

Section 1. That an application for a special use permit, which said application is marked Exhibit A and attached hereto, is hereby approved, and a special use permit is hereby issued to Darrell Hatfield and Mandy Hatfield, Applicants.

Section 2. That the property set forth in Exhibit A is hereby granted a special use permit for an in-home bakery business in an R-2 Single-Family Residential District.

The aforesaid special use permit is subject to the following specific conditions:

- (a) Compliance with all health department regulations.
- (b) Approval of a special use permit shall not be considered approval to operate a restaurant, tea room, bed and breakfast, take-out restaurant, or any other type of food service at this location.
- (c) Compliance with all ordinances of the City of Jackson, Missouri, except as specifically varied or waived by this special use permit.

Section 3. That attached hereto as Exhibit B are the formal findings and conclusions of the Board of Aldermen.

Section 4. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to indicate on the "Official Zoning District Map" of the City of Jackson, Missouri, the above special use permit and the date of issuance thereof and to certify same and to keep said map on file in the office of the City Clerk and a copy displayed in City Hall, City of Jackson, Missouri; and that



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said City Clerk is further directed to indicate on said "Official Zoning District Map" the existence of special conditions on the use of the aforesaid property.

Section 5. Violation of the special conditions listed above shall result in revocation of the special use permit and/or prosecution and/or fine under the zoning ordinances.

Section 6. This special use permit is issued to the applicants and shall not be assigned or otherwise transferred by said applicants. This special use permit runs with the applicants and not the land.

Section 7. If construction is required for the special use granted hereunder, this special use permit shall expire in the event construction does not commence within six months of the date of issuance of this special use permit and is not completed within two years of the issuance of this permit.

Section 8. 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 9. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: March 21, 2022.

SECOND READING: March 21, 2022.

PASSED AND APPROVED this 21st day of March, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions, and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Liza Walker (signed)
 City Clerk

Debbie Campbell Addresses the Board)
 Regarding a Safe Walking Route for her)
 Blind Daughter)

Now comes forth Debbie Campbell of 215 North Ohio Street to request a safe walking route for her blind daughter to walk from her home to the St. Paul Lutheran Church. She



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MINUTES

requests the opportunity to discuss this further with City Engineer Anna Bergmark, and they exchange contact information.

City Administrator James Roach)
 requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for one item of real estate, one contractual item, and two personnel matters.

Motion to Recess the Meeting to Study)
 Session)

On a motion by Alderman Baker, seconded by Alderman Kimbel, to recess the meeting at 6:32 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

.....

Returned to Open Session at 6:58 P.M., from Study Session.

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

Meeting concluded at 6:58 P.M., on a motion by Alderman Baker, seconded by Alderwoman Liley, to proceed into closed session for one item of real estate, one contractual item, and two personnel items, and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Hitt-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Sander-aye; Alderman Cunningham-aye; Alderwoman Liley-aye; Alderman Baker-aye; and Alderman Kimbel-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk

MEMO



To: Mayor and Board of Aldermen
From: Don Schuette
Date: Thursday, March 31, 2022
Re: Hwy 61 Utility Relocation for MoDOT

Mayor and Board of Aldermen,

Please see attached engineering proposal from Allen and Hoshall regarding the relocation of electric utilities as required by MoDOT for their upcoming road and bridge improvement project.

Please let me know if you have further questions or comments.

Thank you,

Don Schuette

Director of Electric Utilities



Allen&Hoshall

1661 International Drive, Suite 100
Memphis, Tennessee 38120
Office 901.820.0820
Fax 901.683.1001
www.allenhoshall.com

March 28, 2022

Mr. Donald Schuette, Director of Electric Utilities
City of Jackson
420 Florence
Jackson, MO 63755

**RE: Engineering Fee Proposal
Highway 61 Utility Relocation – Electric Distribution**

Dear Mr. Schuette:

Thank you for the opportunity to submit the attached engineering proposal for the Highway 61 Utility Relocation for the electric distribution portion of the project.

If there are any questions, please contact us at 901.261.4732.

Sincerely,

Allen & Hoshall

Bobby Davidson

Cc: Scott Burleson P.E., Allen & Hoshall
Ed Bousson, Allen & Hoshall

RDD: \\AHMEM03\eu\Jackson MO\Proposal\Hwy 61 Utility Relocation\20220328 Eng Fee Proposals.docx



Allen & Hoshall

1661 International Drive, Suite 100
 Memphis, Tennessee 38120
 Office 901.820.0820
 Fax 901.683.1001
 www.allenhoshall.com

SCOPE OF SERVICES- Highway 61 Utility Relocation- Electric Distribution

GENERAL

The City of Jackson, Missouri (City) has requested that Allen & Hoshall (Engineer) provide an engineering proposal to relocate the electric utilities along Highway 61 from the Courthouse up to Independence Street in conjunction with MoDOT's highway reconstruction project. Allen & Hoshall will prepare plans estimates and specification for the proposed electrical distribution relocation to be included in MoDOT's bid package. Allen & Hoshall will use the survey supplied by others that identify the location of existing utilities for the proposed electric relocation design.

A. Preparation of Plans, Estimate & Specifications

- Identify existing facilities to be relocated or abandoned. (One trip)
- Prepare detailed construction cost estimate.
- Prepare detailed plan and section drawings.
- Prepare cross sections on all new road crossings.
- Show sheet totals of major items to be installed, removed or abandoned.
- Provide points for stakeout for the project Pre-Bid. (One trip)
- Prepare Highway Permits for MoDOT.
- Prepare Labor and Material Specification to be included in MoDOT bid package.
- Prepare Plans to be included in MoDOT's bid package.
- Coordinate utility relocation with other utilities to insure there are no conflicts.
- Attend MoDOT Pre-Bid meeting for project.

\$55,000.00

B. Construction Administration

- Attend Pre-Construction meeting for project.
- Provide monthly progress inspection and inventory of completed line work. (Three trips)
- Provide final construction review prior to Contractor's completion of line work. (One trip)

\$12,500.00

Engineering Fees A + B

\$67,500.00

SERVICES NOT INCLUDED

Surveying of Right-of-Way/Easements (By Others)
 Procurement of Right-of-Way/Easements (City)
 Geotechnical Engineering (By Others)
 Additional trips required and/or requested will be on a cost plus basis.

Allen & Hoshall

Robby Davidson

City of Jackson, MO

Date: 03-28-2022

Date: _____

Attest: *Edward J. Bannan*

Attest: _____

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Thursday, March 17, 2022
Re: Park Concession Stand Operations Program Bid Tabulation

Bids were solicited for the Park Concession Stand Operations Program on Wednesday, March 2. A Notice to Bid was published in the Cash-Book Journal newspaper on March 2 and 9. Sealed bids were opened on Tuesday, March 15. One bidder submitted a bid. The bid tabulation sheet is attached to this memo. Staff is currently acquiring the required insurance information and signatures on the contract.



Park Concession Stand Operations Program
Bid Opening 10:00 AM, March 15, 2022

Company	Base Bid
ROCKHILL + SONS	2090

Witnesses: 

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 *KEVIN ROCKHILL DBA ROCKHILL & SONS LAWN CARE OF JACKSON, MISSOURI*, RELATIVE TO THE *PARK CONCESSION STAND OPERATIONS 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 **Kevin Rockhill DBA Rockhill & Sons Lawn Care of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said 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 4, 2022.

SECOND READING: April 4, 2022.

PASSED AND APPROVED this 4th day of April, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT (the “**Contract**”) is entered into this _____ day of _____, 2022, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Program, hereinafter referred to as “**City**”, and Kevin Rockhill, DBA Rockhill & Sons Lawncare of Jackson, Missouri, hereinafter referred to as “**Contractor**,” in connection with that work known as the **PARK CONCESSION STAND OPERATIONS PROGRAM** to be completed for the City located in City Park and Brookside Park.

WHEREAS, the City has selected the aforesaid Contractor for the Program and by Ordinance No. 22-_____ has awarded the Contractor the Contract for the amount named in the Bid Sheet from the Contractor dated _____, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Bid Specifications for the Program are incorporated herein and shall describe this Program and nothing herein shall modify said Bid Specifications. The Bid Specifications may also consist of such special provisions, addendums, appendices, and plans as may be necessary for the Program.
- B. The Contractor shall perform the Work in compliance with the Bid Specifications that may also consist of such special provisions, addendums, appendices, and plans as may be necessary for the Program.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Bid Specifications.
- D. The Work shall be commenced and completed according to the Program schedule, subject to such extensions and modifications as are made pursuant to the Bid Specifications.
- E. The Contractor shall pay the City for performance of the Work the sum of 20 % of the total annual profits from concession stand sales in each of the two consecutive years of 2022 and 2023 more fully described in the Bid Specifications.
- F. In the event the Contractor breaches any provision of this Contract, then the City shall give the Contractor notice of the breach and allow the Contractor five (5) days to cure the breach. In the event the breach is not cured within five (5) days, then the City reserves the right, in its absolute discretion, to terminate this Contract.

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:

Kevin Rockhill DBA Rockhill & Sons

Lawncare

Contractor Name

Signature

Printed Name

Title

ATTEST:

Signature

Printed Name

Title

Address:

1102 Shawnee Blvd

Jackson, MO 63755

BID SPECIFICATIONS FOR THE PARK CONCESSION STAND OPERATIONS PROGRAM

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

PURPOSE: The purpose of this program is to provide services to operate one concession stand in Brookside Park and two concession stands in City Park during the summer and fall baseball seasons, as well as availability to service the stands during all baseball tournaments for two consecutive years (2022 and 2023). A percentage of all sales will go to the City of Jackson for park improvement projects.

SCOPE OF WORK: The Contractor shall provide all labor, equipment, and materials necessary to provide complete concession services for three stands located in parklands. Work performed under this contract must be completed to the satisfaction of the City. The City shall have the final say in determining such questions.

PROJECT LOCATION: The three concession stands are owned by the City of Jackson. Two stands are located in City Park; one is located in Brookside Park.

CONTRACT TERM: The initial contract will be a two (2) year contract, with a possible one-year extension, up to a maximum of two (2) additional years, if both parties can reach mutually agreeable terms which may amend some of the initial terms of the original contract.

CONCESSION AREA: Concession stand operation is a key component to the overall character of the park system. The concession stands are intended for food and drinks and occasional promotional items. The Contractor will be allowed to use the City's existing buildings and equipment in the concession stands, but will be responsible for the maintenance, repair, and care of such equipment during the term of the contract. If any City equipment becomes inoperable, and repair is not economically feasible, the City will be responsible for replacement of such equipment, provided it is not the result of any negligent act or omission of the Contractor or its worker(s). Any additional equipment necessary for the operation of the concession stand must be provided by the Contractor (and maintained, repaired, and/or replace by the Contractor). The Contractor shall be responsible for any damage to the concession stand resulting from any negligent act or omission of the selected concessionaire or its worker(s).

PERSONNEL: The Contractor shall be responsible for hiring and supervising the necessary personnel to operate the concession stands. Furthermore, each bidder must be in a position to demonstrate how it intends to provide all services required by the contract including all necessary materials, supplies, equipment, and manpower necessary to commence operation.

OPERATING HOURS & SEASON: Hours of operation may vary based upon summer and fall baseball seasons, weather, scheduled activities, and business operation. The desire is that the concession stands will be open during the entire baseball season to serve the general public. However, minimum hours of operation shall be thirty (30) minutes from the beginning of a scheduled activity until fifteen (15) minutes from the conclusion of the scheduled activity.

Scheduled activities would be City sponsored activities and special events and sports games. The City has the right to bring in outside food and drink vendors such as food trucks for City special events and activities. Outside vendors are also allowed for private special events and athletic tournaments. Game or league schedules will be provided to the Contractor as soon as they are made available to the City Parks & Recreation Director.

MENU ITEMS: The Contractor is expected to serve quality food and drinks at a competitive price to meet the needs of the visiting public. All menu items and pricing must be submitted to the City for approval prior to product sales. Menu items such as pizza, hot dogs, nachos, candy, and other snacks should be offered at competitive prices for similar facilities. Beverages should include at a minimum soda, sport drinks, and bottled water. Alcohol sales of any type are not permitted in the park unless there is a special alcohol permit issued by the City Board of Aldermen for special events and activities.

ACCOUNTING: In order to be able to accurately determine the amount of the payment to the City, the Contractor shall provide to the Parks & Recreation Director a complete list of net sales on a monthly basis.

CONCESSION SUPPLIES: All supplies needed to support food and beverage operations are the sole responsibility of the Contractor including, but not limited to, utensils, napkins, employee uniforms, aprons, and caps.

GENERAL APPEARANCE/CLEANLINESS/MAINTENANCE: The Contractor shall be responsible for keeping the concession stands in a neat, clean, and sanitary condition at all times. The concessionaire shall be responsible for keeping the surrounding general area neat, clean, and free of trash. The City will provide adequate receptacles for trash and the Contractor will ensure that receptacles do not become overfilled during hours of operation. Contractor will not allow boxes, cartons, barrels, or other similar items to remain in view of public areas.

CITY RESPONSIBILITIES: The City agrees to provide all available utilities and services including power, water, sewer, and trash collection at no charge to the Contractor for the duration of the contract agreement.

PROTECTION OF WORK & PROPERTY: The Contractor agrees to accept all responsibility and liability regarding the food service operation. This responsibility includes, but is not limited to, proper cleaning and sanitizing of the concession stands, as well as properly preparing, handling, and storing all food items so as not to propose a health risk to the general public.

INJURIES: The Contractor shall not hold the City or any of its employees responsible in the event of injuries to persons who operate the concession stands. The Contractor shall also hold the City harmless for any and all losses or damages to equipment and supplies that occur at the concession stand as a result of theft, vandalism, or by any other means; as well as any person raising a claim against the City for reasons associated with the concession operation.

COMMUNICATIONS: The Contractor shall be responsive to City staff communications via

phone, text, email, or in person.

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.

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.

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.

PAYMENT TO THE CITY: The Contractor shall pay the City the amount based upon the accepted/approved bid. Payment must be received no later than 30 days following the final day of operation.

BID SHEET: The Contractor must prepare and submit a completed bid sheet. By signing, the bidder acknowledges the agreement with the general specifications, conditions, and contract requirements.

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 operate the concession stands in compliance with all local, state, and federal laws and all ordinances and other governmental permits, rules, and regulations, and shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered. The Contractor shall obtain all permits, certifications, and inspections required to operate the concession stand and to sell food and drinks.

FIRE DEPARTMENT REQUIREMENTS:

1. Contractor must provide a proper fire extinguisher at each stand that shall be inspected monthly. Annual third-party extinguisher inspections are also required.
2. Contractor must provide material safety data sheets (MSDS) for all cleaning or cooking chemicals or products that may contain hazardous materials.
3. Extension cords cannot be used as permanent power, nor can they use in a way that could constitute a trip hazard.
4. Electrical panels and fire extinguishers must have a minimum of 3-foot clearance.
5. All objects must maintain 24-inch clearance from ceiling.
6. Prior to opening each year, the Jackson Fire Department shall complete a walk through of the stands. The Contractor shall contact the Fire Chief when ready for the annual inspection.

HEALTH DEPARTMENT: The Contractor shall obtain the proper permits and pay any fees required by the Cape Girardeau County Health Department and meet all requirements as set forth by the Department for food service establishments.

QUALIFICATIONS: To ensure a high-quality level of operation for the concession stand, Bidders must demonstrate minimum experience and qualifications. Bidders must provide evidence of the following:

- Experience in successfully operating and managing a similar type of business
- Fiscal solvency
- Demonstrated track record of being an equal opportunity employer
- Must not be currently indebted to the federal government, State of Missouri, or the City of Jackson for non-payment of taxes, fines, judgments, liens, or fees



PARK CONCESSION STAND OPERATIONS PROGRAM BID SHEET

Rockhill & Sons proposes to furnish all labor, equipment, and materials for the **PARK CONCESSION STAND OPERATIONS PROGRAM** and to perform all related work as provided for and in accordance with the specifications, contract, and bid documents for the program for the following percentage of the total profits to be paid to the City of Jackson:

20 % of the total annual profits from concession stand sales in each of the two consecutive years of 2022 and 2023 paid to the City of Jackson.

Submitted on _____, 2022.

Company Name: Rockhill & Sons

Contact Name: Kevin Rockhill

Address: 1102 SHAWNEE

Phone Number: 573-450-2652

E-Mail: pattierockhill@hotmail.com

Signature of authorized representative:



Title: OWNER

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A COST SHARE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE MISSOURI DEPARTMENT OF CONSERVATION*, RELATIVE TO AN *AERATOR IN ROTARY LAKE*; 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 Cost Share Agreement 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 Cost Share Agreement.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the Cost Share Agreement 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 Conservation**. 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 Cost Share Agreement.

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

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

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

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

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

FIRST READING: April 4, 2022.

SECOND READING: April 4, 2022.

PASSED AND APPROVED this 4th day of April, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

COST SHARE REQUEST / AGREEMENT

AGREEMENT BETWEEN MO DEPT. OF CONSERVATION (MDC),

City of Jackson, MO

AND:

Landowner/Cooperator Name:

City of Jackson

Address

381 E Deerwood Drive

City:

Jackson

State:

Missouri

Zip:

63755

Phone(s):

573 204 8848

County:

Cape Girardeau

Township:

Range:

Section:



Practice / Components (____ Program)	Project Number (ex.MDC 200.B.1)	Units Planned (acres, feet, etc.)	Cost Share Rate	Maint enance (years)	Partner Funding Requested	MDC Funding Requested	Units Completed (acres, feet, etc.)	Partner Funding Earned	MDC Funding Earned
Community Conservation Grant Program (CCGP)	900.B	1	N/A	10	\$ 2,841.00	\$2,841.00			\$0.00
TOTALS					\$ 2,841.00	\$2,841.00		\$ -	\$0.00

* Attach Plan (if program requires)

Non-Focus Area ☒ Tier 1-4 Priority Geography ☐ Tier 1 Priority Geography With RCT approval ☐

Geography Name: _____

Heritage Review Completed ☐Monarch Planting ☐Native Forage ☐New Customer ☐MDC Employee ☐Will Use HCP Bat Guidelines ☐Will Use NRCS Bat Guidelines ☐**If Using The HCP Bat Guidelines Use The Following Agreement Language**

I request cost share assistance to install the above described practice(s). If funded, I agree to maintain the practice(s) for the specified maintenance length for each practice listed above, and I agree to refund all or part of the cost share assistance paid to me if before the expiration of the specified practice lifespan, I (a) fail to satisfactorily maintain the practice, (b) destroy the approved practice, or (c) voluntarily relinquish control or title to the land on which the approved practice(s) has been established and the new owner and/or operator of the land does not maintain the practice for the remainder of its lifespan, whether or not the new owner agrees to maintain the practice.

By entering into this agreement, the landowner will receive coverage under the MDC's Bat Habitat Conservation Plan (MDC Bat HCP), approved by the U.S. Fish and Wildlife Service (USFWS) under the authority of the Federal Endangered Species Act, for any incidental take of the Endangered or Threatened Indiana Bat, Little Brown Bat, Grey Bat, Northern Long-eared Bat, and Tricolored Bat resulting from the activities conducted under the agreement this coverage is specifically conditioned upon the landowner's compliance with the agreement, including the following terms and conditions: (1) Landowner will implement the planned practice consistent with the practice specifications provided within the site specific management plan. (2) Landowner will allow MDC staff to inspect the practice as needed to confirm the practice has been implemented as described in the site-specific management plan. (3). Landowner will allow MDC to report to USFSW the landowner's enrollment in the MDC Bat HCP and their compliance with the practice implementation requirements. (4). Landowner acknowledges that compliance with the practice implementation requirements included within the site-specific management plan is a condition of the agreement and failure to comply will constitute a violation of the agreement. If a violation occurs, MDC will notify the landowner with a noncompliance letter within 30 days of detection. The letter will include the actions necessary for the landowner to bring the site back into compliance within a specific timeframe (Deadlines will vary depending on the nature of the violation). (5) landowner acknowledges that MDC may, if the landowner fails to comply with the actions listed in the noncompliance letter, withdraw technical or financial support, disqualify the landowner from future participation in MDC Programs, or similar actions consistent with the scale of the violations. Depending on the scale and nature of the violation, MDC may seek reimbursement, through legal means if necessary, of any funds granted to the landowner under this agreement. (6) Landowner acknowledges that noncompliance results in an automatic suspension of the incidental take exemptions extended to the landowner under this agreement.

I further understand that failure to comply with this agreement may make me ineligible for participation in future MDC cost share programs. Failed practices due to causes beyond the landowner's control (e.g. drought, flood, etc.) as determined by the resource planner, are considered "no-fault" terminated. Pending available funding, landowner is eligible to re-establish failed practice as a new practice, with all documentation and timelines reinitiated.

I certify that the funds requested above do not duplicate (although they may be used in conjunction or "piggybacked" with) funds provided by other state or federal cost share practices and that multiple program enrollment on the same acre(s) will be for complimentary purposes.

In signing this form (spouses should co-sign), I (we) attest and confirm sole legal ownership of the property where these practices will be implemented, or can legally represent the ownership (MDC POA form required) for the purpose of entering into this contract to implement these practices and accept payment on behalf of all owners.

If Using The NRCS Bat Guidelines Use The Following Agreement Language (This option doesnot include coverage for the incidental take of endangered bat species)

I request cost share assistance to install the above described practice(s). If funded, I agree to maintain the practice(s) for the specified maintenance length for each practice listed above, and I agree to refund all or part of the cost share assistance paid to me if, before the expiration of the specified practice lifespan, I (a) Fail to satisfactorily

maintain the practice (b) destroy the approved practice, or (c) voluntarily relinquish control or title to the land on which the approved practice has been established and new owner and/or operator of the land does not maintain the practice for the remainder of it's lifespan, whether or not the new owner agrees to maintain the practice . I further understand that failure to comply with this agreement may make me ineligible for participation in future MDC cost share programs. Failed practices due to causes beyond the landowner's control (e.g. drought, flood, etc..) as determined by the resource planner are considered "no-fault" terminated pending available funding, landowner is eligible to re-establish failed practice as a new practice, with all documentation and timelines reinitiated.

I certify that the funds requested above do not duplicate (although they may be used in conjunction or "piggybacked" with) funds provided by other state or federal cost share practices and that multiple program enrollment on the same acre(s) will be for complimentary purposes.

In signing this form (spouses should co-sign), I (we) attest and confirm sole legal ownership of the property where these practices will be implemented or can legally represent the ownership (MDC POA for required) for the purpose of entering into this contract to implement these practices and accept payment on behalf of all owners.

LANDOWNER(S) SIGNATURE

PARTNER REVIEW (if applicable)

ALLOCATION APPROVED (MDC)

PRACTICE(S) COMPLETED (MDC)

DATE

DATE

DATE

DATE

Region:	Approved By: (Print Name)
Amount of Payment: \$0.00	Signature:
WPI number: Acct. Number:	Title:
Object Code Number: 3403	Date:
Appropriation:	

Form date:12/22/2021



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: March 11, 2022

RE: Recommendation for Task Order Request from Cochran Engineering to Provide Construction Inspection and Engineering Services

Attached you will find a Task Order Request in the amount of \$81,682.00 from Cochran Engineering to provide construction engineering and inspection services for the Mary Street Bridge and Sidewalk Project.

I recommend award of this Task Order.

SUPPLEMENTAL AGREEMENT #2 –

CONSTRUCTION PHASE

March 4, 2022

This Supplemental Agreement is made part of the Task Order No. 20-13, as approved by the Board of Aldermen on November 2, 2020, between the **City of Jackson** and **Cochran** under the terms and conditions of the Master Services Agreement contract, as approved by the Board of Aldermen on March 19, 2018. The purpose for this Supplemental Agreement is to provide Construction Engineering Services for the Mary Street Bridge and Sidewalk Connection Project. In accordance with previous discussions with City Staff, we offer the following professional services:

CONSTRUCTION PHASE:

1. Serve as the City's representative for administering the terms of the construction contract.
2. Attend a preconstruction conference to discuss project details with the successful contractor.
3. Provide on-site inspection services to inspect the Contractor's progress and quality of work and to determine if the work conforms to the contract documents.
4. Reject work not conforming to the project documents.
5. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
6. Measure and document quantities, and review monthly estimates for payments due the Contractor.
7. Inspect materials, review material certifications furnished by the Contractor, perform field testing, sample materials as required, and provide laboratory testing.

FEE:

1. The total amount of fee to be paid for the "Construction Phase" outlined in this supplemental agreement shall be a lump sum fee of \$81,682.00.

Supplement Agreement No. 2 accepted as defined herein:

Sincerely,



Dave Christensen, P.E.
Vice President

Acceptance:
City of Jackson

By: _____

Title: _____

Date: _____



MEMO

To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Friday, April 01, 2022
Re: Mowing and Trimming Services Program Bid Tabulation

Bids were solicited for the Mowing and Trimming Services Program on Wednesday, March 9. A Notice to Bid was published in the Cash-Book Journal newspaper on March 9 and 16. Sealed bids were opened on Thursday, March 24. A total of five bids were submitted. The bid tabulation sheet is attached to this memo. Staff has acquired the required insurance information and signatures on the contract. It is recommended that contracts be awarded to Couboi, LLC of Jackson, Missouri and Kevin Rockhill DBA Rockhill & Sons Lawn Care, of Jackson, Missouri for the amounts listed in the contracts.

City of Jackson
Mowing and Trimming Services Program
Bid Opening, March 24, 2022
Bid Per Mowing/Trimming Event

Contractor	Brookside	City Park	Football Park	Litz Park	Soccer Park	Civic Center and City Sites	Cemeteries
COUBOI, LLC	* \$198	\$602	* \$159	* \$406	\$406	* \$554	* \$501
J & B Lawn Care	\$875	\$540	\$700	\$1,100	\$960	\$1,400	
Koeller's Mowing					\$375		
Luxury Lawn Services							
Rockhill & Sons	\$350	* \$475	\$255	\$470	* \$355	\$600	\$900
SEMO Lawn Barbers	\$395		\$315				

Witness:

Chris Eastridge

Jason Lipe

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 *COUBOI, LLC OF JACKSON, MISSOURI*, RELATIVE TO THE *BROOKSIDE PARK MOWING AND TRIMMING SERVICES PROGRAM, THE JACKSON CIVIC CENTER AND CITY SITES MOWING AND TRIMMING SERVICES PROGRAM, THE FOOTBALL PARK MOWING AND TRIMMING SERVICES PROGRAM, THE LITZ PARK MOWING AND TRIMMING SERVICES PROGRAM, AND THE CITY CEMETERIES TRIMMING SERVICES PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract 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 **Couboi, LLC of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said 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 4, 2022.

SECOND READING: April 4, 2022.

PASSED AND APPROVED this 4th day of April, 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 _____ day of _____, 20 _____,

by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “City”, and **Couboi, LLC**, of Jackson, Missouri hereinafter referred to as “Contractor,” in connection with that work or improvement known as Mowing and Trimming Services Program to be completed for the City located at various City parks, sites, and cemeteries.

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 _____, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- 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.
- 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

\$198 (One hundred ninety-eight dollars) per mowing (20 acres) and trimming (42 acres) event in Brookside Park

\$159 (One hundred fifty-nine dollars) per mowing and trimming (22 acres) event in Football Park

\$406 (Four hundred six dollars) per mowing and trimming (40 acres) event in Litz Park

\$554 (Five hundred fifty-four dollars) per mowing and trimming (39 acres) event at the Jackson Civic Center and City Sites

\$501 (Five hundred one dollars) per trimming (27 acres) event in Jackson City Cemeteries

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:

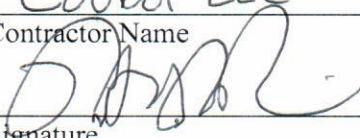
Liza Walker, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Couboi LLC

Contractor Name



Signature

Bradley Gaines

Printed Name

President

Title

ATTEST:

Signature

Printed Name

Title

Address:

**CITY OF JACKSON, MISSOURI
MOWING AND TRIMMING SERVICES PROGRAM
SPECIFICATIONS & PROPOSAL DOCUMENTS**

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

PURPOSE AND SCOPE OF WORK: The purpose of this program is to provide standard periodic mowing and trimming services for public park lands, cemeteries and various City-owned sites for three consecutive years (2022, 2023, and 2024). The contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the program. Mowing and trimming services may extend into November. The contractor will be directed by the Parks & Recreation Director when mowing will conclude for the season.

- Grass shall be mowed to a height of no more than 3-1/2".
- Before the work will be considered complete, all rubbish/clippings due to the mowing and trimming must be removed from streets, trails, sidewalks, and other paved surfaces to the satisfaction of the Parks & Recreation Director, or the Director's designee.
- The contractor shall schedule the mowing and trimming services and submit a monthly schedule to the Parks & Recreation Director, or the Director's designee for approval.
- The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.
- Occasionally, park lands and/or city sites may not need mowing or weed eating due to weather conditions. These exceptions will be at the sole discretion of the Parks & Recreation Director, or the Director's designee.

PROGRAM LOCATIONS: The following is a list of the parks, cemeteries and city sites to be serviced under this program, including their acreage.

- A. Brookside Park – 20 acres mowing; 42 acres trimming
- B. Jackson City Park – 96 acres trimming only
- C. Jackson Football Park – 23 acres mowing and trimming
- D. Litz Park – 40 acres mowing and trimming
- E. Soccer Park – 35 acres mowing and trimming
- F. Civic Center and City Sites – 39 acres mowing and trimming
- G. Cemeteries – 27 acres trimming only

NOTE: The park acreage listed above and on the exhibit maps are estimates only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

PROPOSAL PRICES: All proposals prices shall be "per mowing/trimming event" for each site serviced under this program.

DURATION OF CONTRACT: The duration of the contract shall run annually from April 1 through November 31 for three consecutive years - 2022, 2023, and 2024. However, the city reserves the right to suspend mowing and trimming cycles in situations of drought or extreme rainfall/flooding.

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.

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.

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.

TERMINATION: The City reserves the right to terminate work with the contractor at any time for any reason.

INVOICES AND PAYMENT: Invoices shall be submitted by the contractor on a bi-weekly basis.

PERMITS AND LICENSES: The contractor shall, at his 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 Law and regulations and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

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.

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: The contractor shall provide appropriate traffic control devices when working within any street right of way. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property. The contractor shall cease mowing

when visitors are in the close proximity to mowing and trimming equipment, and continue only when people or vehicles have clearly moved a safe distance from the mowing area.

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

**CITY OF JACKSON, MISSOURI
CITY PARKS MOWING AND TRIMMING SERVICES PROGRAM
BID SHEET**

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

Bradley Gaines proposes to furnish all labor, equipment, and materials for the MOWING AND TRIMMING SERVICES PROGRAM and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BASE BIDS:

\$ 198 per mowing (20 acres) and trimming (42 acres) event in Brookside Park

\$ 602 per trimming (88 acres) event in Jackson City Park

\$ 159 per mowing and trimming (22 acres) event in Football Park

\$ 406 per mowing and trimming (40 acres) event in Litz Park

\$ 406 per mowing and trimming (35 acres) event in Soccer Park

\$ 554 per mowing and trimming (39 acres) event at the Jackson Civic Center and City Sites

\$ 501 per trimming (27 acres) event in Jackson City Cemeteries

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

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

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

Submitted on March 24th, 2022.

Name of company: Couboi LLC

Business address: 2935 County Rd. 349 Jackson Mo, 63755

Phone number: 573-987-7705

Fax number: _____


Signature of Contractor's Authorized Representative

Bradley Gaines
Printed Name of Contractor's Authorized Representative



MEMO

To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Friday, April 01, 2022
Re: Mowing and Trimming Services Program Bid Tabulation

Bids were solicited for the Mowing and Trimming Services Program on Wednesday, March 9. A Notice to Bid was published in the Cash-Book Journal newspaper on March 9 and 16. Sealed bids were opened on Thursday, March 24. A total of five bids were submitted. The bid tabulation sheet is attached to this memo. Staff has acquired the required insurance information and signatures on the contract. It is recommended that contracts be awarded to Couboi, LLC of Jackson, Missouri and Kevin Rockhill DBA Rockhill & Sons Lawn Care, of Jackson, Missouri for the amounts listed in the contracts.

City of Jackson
Mowing and Trimming Services Program
Bid Opening, March 24, 2022
Bid Per Mowing/Trimming Event

Contractor	Brookside	City Park	Football Park	Litz Park	Soccer Park	Civic Center and City Sites	Cemeteries
COUBOI, LLC	* \$198	\$602	* \$159	* \$406	\$406	* \$554	* \$501
J & B Lawn Care	\$875	\$540	\$700	\$1,100	\$960	\$1,400	
Koeller's Mowing					\$375		
Luxury Lawn Services							
Rockhill & Sons	\$350	* \$475	\$255	\$470	* \$355	\$600	\$900
SEMO Lawn Barbers	\$395		\$315				

Witness:

Chris Eastridge

Jason Lipe

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 KEVIN ROCKHILL DBA ROCKHILL & SONS LAWN CARE OF JACKSON, MISSOURI, RELATIVE TO THE CITY PARK TRIMMING SERVICES PROGRAM AND THE SOCCER PARK MOWING AND TRIMMING SERVICES PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract 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 **Kevin Rockhill DBA Rockhill & Sons Lawn Care of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said 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 4, 2022.

SECOND READING: April 4, 2022.

PASSED AND APPROVED this 4th day of April, 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 _____ day of _____, 20 _____,

by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and Kevin Rockhill, DBA Rockhill & Sons Lawncare, of Jackson, Missouri hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as Mowing and Trimming Services Program to be completed for the City located at various City parks, sites, and cemeteries.

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 _____, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- 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.
- 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

\$475 (Four hundred seventy-five dollars) per trimming (88 acres) event in Jackson City Park

\$355 (Three hundred fifty-five dollars) per mowing and trimming (35 acres) event in Soccer Park

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:

Kevin Rockhill DBA Rockhill & Sons Lawncare
Contractor Name

Signature

Kevin Rockhill

Printed Name

Owner

Title

ATTEST:

Signature

Printed Name

Title

Address:

1102 Shawnee Blvd

Jackson, MO 63755

**CITY OF JACKSON, MISSOURI
MOWING AND TRIMMING SERVICES PROGRAM
SPECIFICATIONS & PROPOSAL DOCUMENTS**

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

PURPOSE AND SCOPE OF WORK: The purpose of this program is to provide standard periodic mowing and trimming services for public park lands, cemeteries and various City-owned sites for three consecutive years (2022, 2023, and 2024). The contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the program. Mowing and trimming services may extend into November. The contractor will be directed by the Parks & Recreation Director when mowing will conclude for the season.

- Grass shall be mowed to a height of no more than 3-1/2".
- Before the work will be considered complete, all rubbish/clippings due to the mowing and trimming must be removed from streets, trails, sidewalks, and other paved surfaces to the satisfaction of the Parks & Recreation Director, or the Director's designee.
- The contractor shall schedule the mowing and trimming services and submit a monthly schedule to the Parks & Recreation Director, or the Director's designee for approval.
- The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.
- Occasionally, park lands and/or city sites may not need mowing or weed eating due to weather conditions. These exceptions will be at the sole discretion of the Parks & Recreation Director, or the Director's designee.

PROGRAM LOCATIONS: The following is a list of the parks, cemeteries and city sites to be serviced under this program, including their acreage.

- A. Brookside Park – 20 acres mowing; 42 acres trimming
- B. Jackson City Park – 96 acres trimming only
- C. Jackson Football Park – 23 acres mowing and trimming
- D. Litz Park – 40 acres mowing and trimming
- E. Soccer Park – 35 acres mowing and trimming
- F. Civic Center and City Sites – 39 acres mowing and trimming
- G. Cemeteries – 27 acres trimming only

NOTE: The park acreage listed above and on the exhibit maps are estimates only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

PROPOSAL PRICES: All proposals prices shall be "per mowing/trimming event" for each site serviced under this program.

DURATION OF CONTRACT: The duration of the contract shall run annually from April 1 through November 31 for three consecutive years - 2022, 2023, and 2024. However, the city reserves the right to suspend mowing and trimming cycles in situations of drought or extreme rainfall/flooding.

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.

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.

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.

TERMINATION: The City reserves the right to terminate work with the contractor at any time for any reason.

INVOICES AND PAYMENT: Invoices shall be submitted by the contractor on a bi-weekly basis.

PERMITS AND LICENSES: The contractor shall, at his 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 Law and regulations and all shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

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.

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: The contractor shall provide appropriate traffic control devices when working within any street right of way. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property. The contractor shall cease mowing

when visitors are in the close proximity to mowing and trimming equipment, and continue only when people or vehicles have clearly moved a safe distance from the mowing area.

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

THURS 3-24
10:00
10:30

**CITY OF JACKSON, MISSOURI
CITY PARKS MOWING AND TRIMMING SERVICES PROGRAM
BID SHEET**

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

ROCKHILL + SONS proposes to furnish all labor, equipment, and materials for the MOWING AND TRIMMING SERVICES PROGRAM and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BASE BIDS:

\$ 350 per mowing (20 acres) and trimming (42 acres) event in Brookside Park
\$ 475 per trimming (88 acres) event in City Park
\$ 255 per mowing and trimming (23 acres) event in Football Park
\$ 470 per mowing and trimming (40 acres) event in Litz Park
\$ 355 per mowing and trimming (35 acres) event in Soccer Park
\$ 600 per mowing and trimming (39 acres) event at the Jackson Civic Center and City Sites
\$ 900 per trimming (27 acres) event in City Cemeteries

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.

Submitted on 3-24-22, 2022.

Name of company: ROCKHILL + SONS

Business address: 1102 SPANGLER JACKSON

Phone number: 573-450-2652

Fax number: _____


Signature of Contractor's Authorized Representative

KEVIN ROCKHILL
Printed Name of Contractor's Authorized Representative

MEMO



TO: Mayor Hahs and Members of the Board of Aldermen
FROM: Janet Sanders, Building & Planning Manager
DATE: March 31, 2022
SUBJECT: Cara's First Subdivision

Attached is the ordinance for Cara's First Subdivision along with a written request from the subdivider for a variance from the 75' lot width and from the requirement to add a 10' utility easement around the boundary of this subdivision. The 60' width is consistent with lots on this street in an older subdivision.

Due to this request for variance from the Land Subdivision Regulations a 2/3 majority vote of the entire Board will be required to approve the plat.

If you have questions on this item, please contact me at 573-243-2300 or jsanders@jacksonmo.org.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE ACCEPTING THE PLAT OF CARA’S FIRST SUBDIVISION, A RESUBDIVISION OF LOTS 1, 2, AND 3 OF OLIVER MORTON’S FOURTH SUBDIVISION AND PART OF BLOCK “A” OF OLIVER MORTON’S FIFTH SUBDIVISION; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Country Life Investments, Inc., has platted Cara’s First Subdivision, a Resubdivision of Lots 1, 2 and 3 of Oliver Morton’s Fourth Subdivision and Part of Block “A” of Oliver Morton’s Fifth Subdivision, as located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the developer has designed the required improvements and has committed to construct said improvements; and,

WHEREAS, the developer has requested variances from the Land Subdivision Regulations to allow sixty (60) foot lot widths and to remove the requirement for a ten (10) foot utility easement around the boundary of the subdivision; and

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of Cara’s First Subdivision, a Resubdivision of Lots 1, 2 and 3 of Oliver Morton’s Fourth Subdivision and Part of Block “A” of Oliver Morton’s Fifth Subdivision, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon

and subject to the terms and conditions expressed therein, including variances from the Land Subdivision Regulations to allow sixty (60) foot lot widths and to remove the requirements for a ten (10) foot utility easement around the boundary of the subdivision.

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 plat.

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

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

FIRST READING: _____.

SECOND READING: _____.

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

(SEAL) CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk

EXHIBIT

A



SUBDIVISION APPLICATION

City of Jackson, Missouri

NAME OF SUBDIVISION: Cara's First Subdivision

DATE OF APPLICATION: 02/28/2022

TYPE OF APPLICATION: ☐ PRELIMINARY PLAT
☐ FINAL PLAT
☐ MINOR SUBDIVISION
☒ RESUBDIVISION

PROPERTY OWNERS (all legal property owners as listed on current deed, including trusts, LLCs, etc):

Property Owner Name(s): Country Life Investments, LLC.

Mailing Address: 1409 County Road 319

City, State ZIP: Jackson, MO 63755

ENGINEER / SURVEYING COMPANY: Sander Land Surveying, LLC.

Engineer / Surveyor Contact: Tim Sander

Mailing Address: _____

City, State ZIP: Sikeston, MO

Contact's Phone: 573-450-2000

CONTACT PERSON HANDLING APPLICATION:

Contact Name: Anthony Koeller

Mailing Address: 2510 Berkley Dr

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-275-4144

Email Address (if used): tkoeller@appraisalark.com

CURRENT ZONING: (circle all that apply)

- | | |
|---|---|
| <input type="checkbox"/> R-1 (Single-Family Residential) | <input type="checkbox"/> C-1 (Local Commercial) |
| <input type="checkbox"/> R-2 (Single-Family Residential) | <input type="checkbox"/> C-2 (General Commercial) |
| <input checked="" type="checkbox"/> R-3 (One- And Two-Family Residential) | <input type="checkbox"/> C-3 (Central Business) |
| <input type="checkbox"/> R-4 (General Residential) | <input type="checkbox"/> C-3 (Central Business) |
| <input type="checkbox"/> MH-1 (Mobile Home Park) | <input type="checkbox"/> C-4 (Planned Commercial) |
| <input type="checkbox"/> O-1 (Professional Office) | <input type="checkbox"/> I-1 (Light Industrial) |
| <input type="checkbox"/> CO-1 (Enhanced Commercial Overlay) | <input type="checkbox"/> I-2 (Heavy Industrial) |

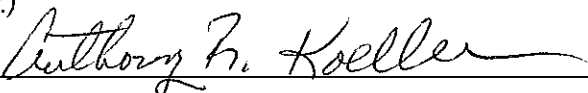
☐ I-3 (Planned Industrial Park)

Will a rezoning or a special use permit request be submitted in conjunction with the proposed development? YES ☐ NO ☒

LEGAL DESCRIPTION OF TRACT: Submit a copy of the most current deed for the property being divided.

OWNER SIGNATURES:

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



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

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

Ph: 573-243-2300 ext. 29
Fax: 573-243-3322
Email: jsanders@jacksonmo.org

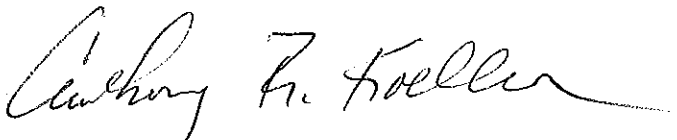
02/26/2022

City of Jackson,

Late last year I purchased the home located at 1108 Morton St, Jackson, from Ms. Landewee. With this property, there is a vacant lot to the west, that is an eyesore. It is grown up and is a large hole (actually perfect for a walk-out basement constructed home. I purchased this property with the full intent to give this extra lot back to Ms. Landewee, as she wants to build a little "spec" home on it. However, at the time of purchase, she had not received the survey.

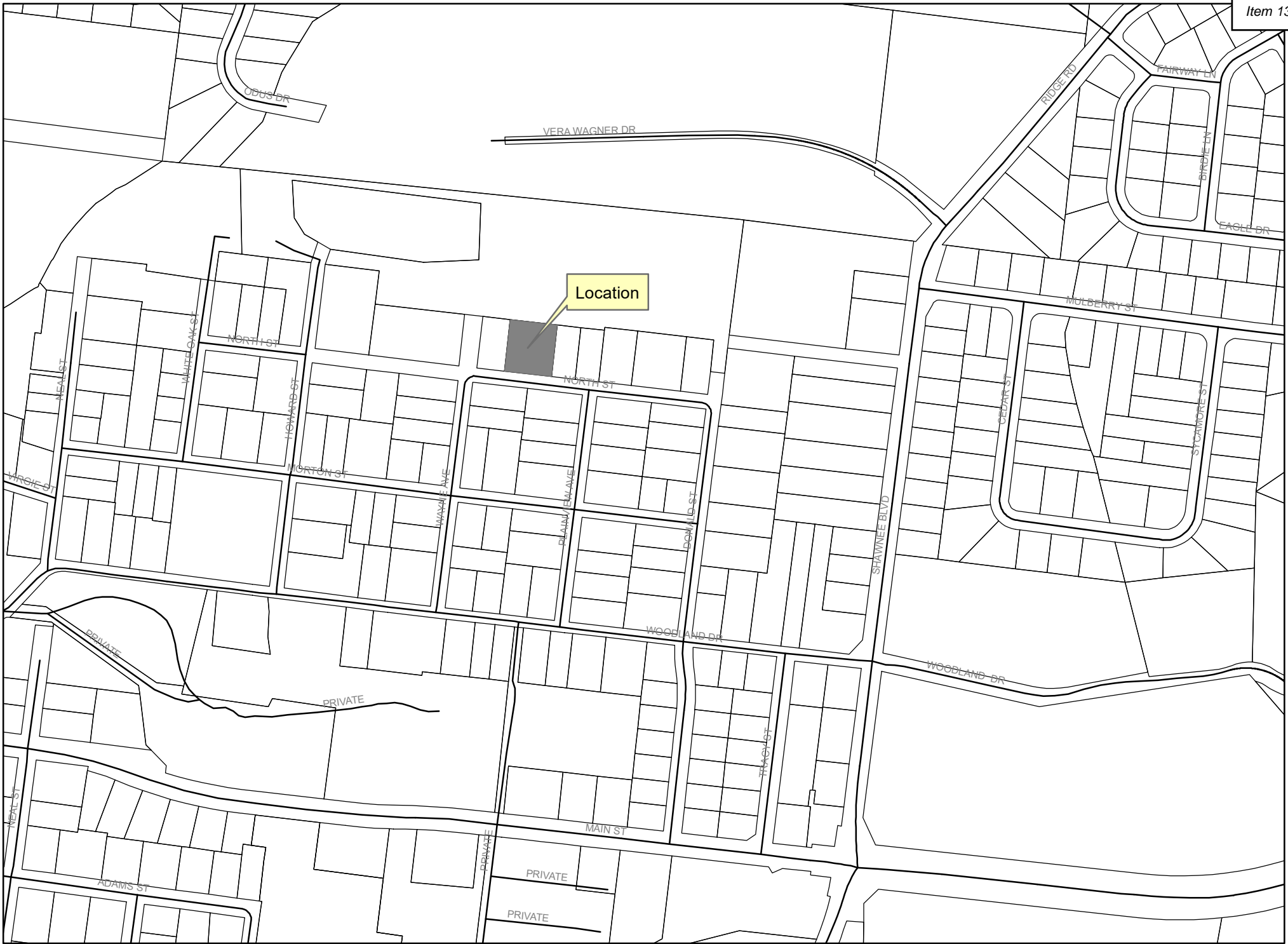
I am asking the board to grant a variance for the lot size, which includes the variance from the 10 foot easement requirement around the boundary of the Subdvision, see attached survey. Ms. Landewee has home plans exactly like the home she built on another smaller lot, located at 1139 Brandom St. This would be a better fit for the area, than a vacant grown up lot...

Thank You,

A handwritten signature in black ink, appearing to read "Anthony R. Koeller". The signature is fluid and cursive, with a long horizontal stroke at the end.

Anthony R Koeller

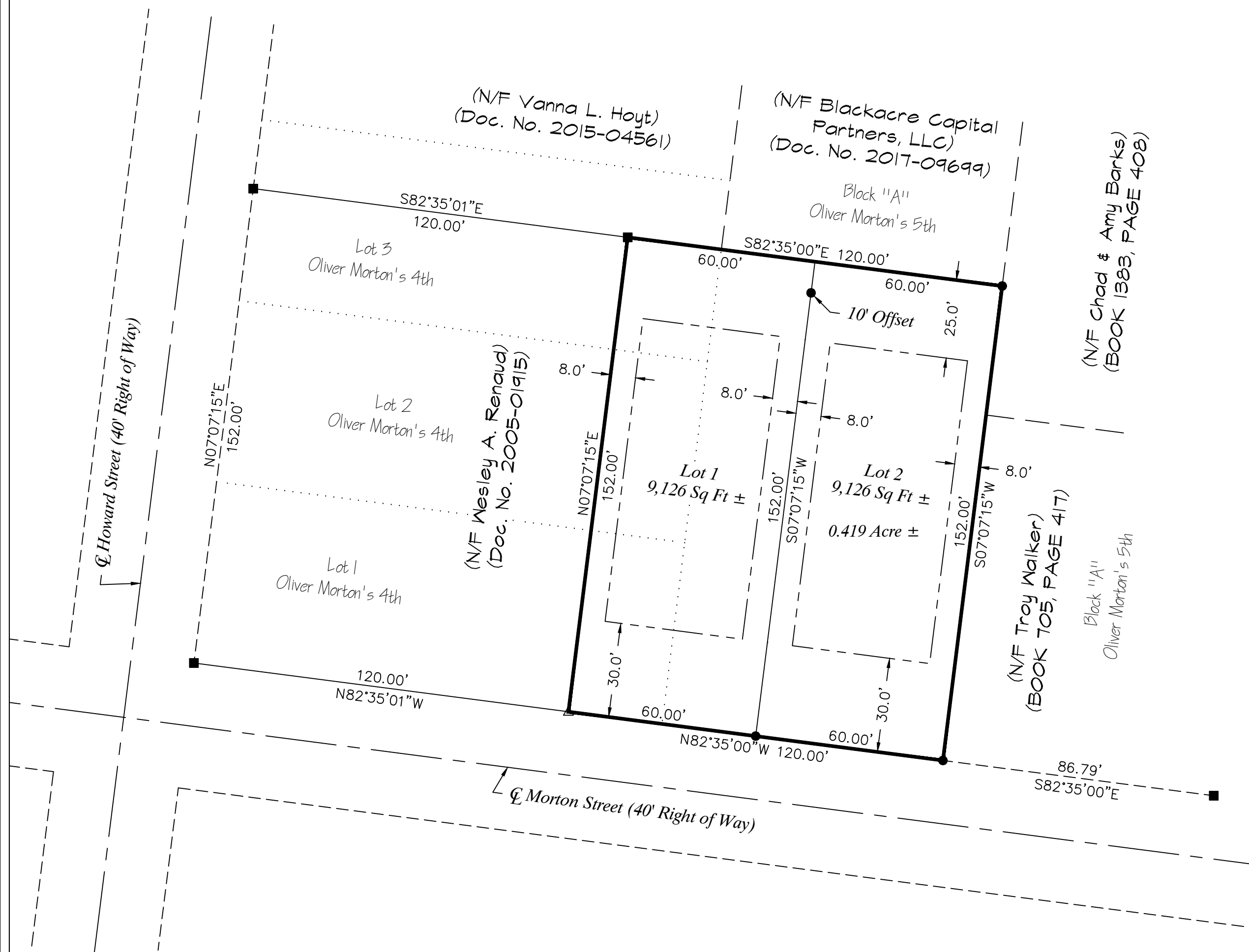
Country-Life Investments, LLC.



Cara's First Subdivision
Location Map

Record Plat of: Cara's First Subdivision

Part of Lot's 1, 2 and 3 of Oliver Morton's Fourth Subdivision and Part of Block "A" of Oliver Morton's Fifth Subdivision all Being a Part of Survey 797, Township 31 North, Range 12 East in the City of Jackson in Cape Girardeau County, Missouri

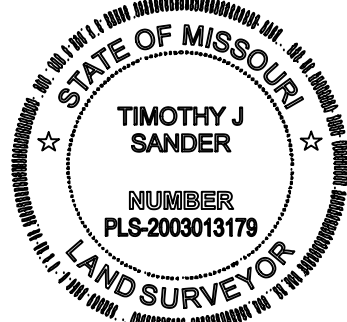


NO PORTION OF THE ABOVE DESCRIBED PARCEL LIES WITHIN THE 100 YEAR FLOOD PLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 29031C0144E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

SURVEYOR CERTIFICATION

THIS IS TO CERTIFY THAT I, TIMOTHY J SANDER, HAVE SURVEYED THE FORGOING DESCRIBED PARCEL OF LAND AT THE REQUEST OF MARILYN K. LANDEWEE AND ANTHONY KOELLER HAVE PREPARED THE ANNEXED PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY, TO THE BEST OF MY ABILITY AND THAT SAID PLAT AND SURVEY WERE DONE IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JUNE 30, 2017.

DONE THIS 21 st. DAY OF JANUARY , 2022.



TIMOTHY J. SANDER, MO-PLS 2003013179
555 COUNTY HIGHWAY 250
BENTON , MISSOURI 63736

STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

Filed for record this _____ day of _____ A.D., 2022 in Document Number _____

Andrew David Blattner, Recorder of Deeds
Cape Girardeau County, Missouri

REFERENCES

1. NORTH BASIS GPS OBSERVATION MISSOURI STATE PLANE COORDINATES SYSTEM NAD 88, ZONE EAST.
2. ABSTRACT OF TITLE.
3. P.O.B. = POINT OF BEGINNING.
4. N/F = NOW OR FORMERLY.
5. RECORD PLAT OF OLIVER MORTON'S FOURTH SUBDIVISION (PLAT BOOK 04, PAGE 20).
6. RECORD PLAT OF OLIVER MORTON'S FIFTH SUBDIVISION (PLAT BOOK 04, PAGE 35).

LOT SIZES

TOTAL NUMBER OF LOTS = 2
SMALLEST LOT = 9,126 SQ FT ±
LARGEST LOT = 9,126 SQ FT ±
TOTAL AREA = 0.419 ACRE ±

ZONING

CURRENT ZONING = R2 SINGLE FAMILY

MINIMUM BUILDING SETBACKS

FRONT YARD = 30'
REAR YARD = 25'
SIDE YARD = 8'

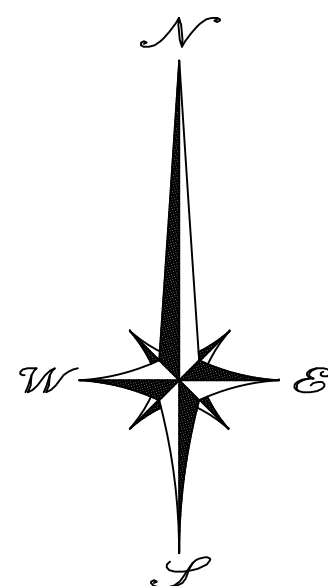
RECORD OWNER

COUNTRY LIFE INVESTMENTS, LLC
DOCUMENT NUMBER 2021-06083

DEVELOPER OF SUBDIVISION

COUNTRY LIFE INVESTMENTS, LLC
1409 COUNTY ROAD 319
JACKSON, MO 63755

PLAT PREPARED BY
SANDER LAND SURVEYING
TIMOTHY J SANDER, PLS
555 COUNTY HIGHWAY 250
BENTON, MO 63736



Scale: 1" = 30'

SUBDIVISION DEDICATION

I, THE UNDERSIGNED, ANTHONY R. KOELLER, COUNTRY LIFE INVESTMENTS, LLC, AND JONATHAN N RANDOL, COUNTRY LIFE INVESTMENTS, LLC, OWNERS IN FEE OF PART OF LOTS 1, 2 AND 3 OF OLIVER MORTON'S FOURTH SUBDIVISION AS RECORDED IN PLAT BOOK 4, PAGE 20 AND PART OF BLOCK "A" OF OLIVER MORTON'S FIFTH SUBDIVISION AS RECORDED IN PLAT BOOK 4 AT PAGE 35 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, AND PART OF SURVEY 797, TOWNSHIP 31 NORTH, RANGE 12 EAST, ALL IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 0.419 ACRE, MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE at the Southwest Corner of Lot 01 of said Oliver Morton's Fourth Subdivision (Found 1/2" Iron Rod), thence, along the South Line of said Lot 01, S 82°35'00" E, 120.00 feet to the POINT OF BEGINNING: thence N 07°07'15" E, 152.00 feet; thence S 82°35'00" E, 120.00 feet; thence S 07°07'15" W, 152.00 feet to the North Right of Way Line of Morton Street; thence N 82°35'00" W, 120.00 feet to the POINT OF BEGINNING, being subject to any easements of record, do hereby divide said tracts into two lots as shown hereon and do hereby name said subdivision "CARA'S FIRST SUBDIVISION".

ANTHONY R KOELLER

JONATHAN N RANDOL

STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

On this _____ day of _____, 2022, before me, a Notary Public for said State and County, appeared Anthony R Koeller of Country Life Investments, LLC and Jonathan N Randol of Country Life Investments, LLC, to me known to be the persons described herein, who did execute the foregoing instrument, and who acknowledged that they executed the same as the free act and deed their will.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal this _____ day of _____ A.D., 2022.

My commission expires _____

Notary Public

Approved By:

Dwain Hahs, Mayor

Kent Peetz, Public Works Director.

Mike Seabaugh, Planning and Zoning Chairman.

I, Liza Walker, City Clerk of the Jackson, Missouri, hereby certify that this plat was approved by the City of Jackson, Missouri, by Ordinance

No. _____ passed and approved this _____ day of _____ A.D., 2022.

Liza Walker, City Clerk, City of Jackson, Missouri

SYMBOL LEGEND

1. ● = 1/2" IRON ROD (SET).
2. ■ = 1/2" IRON ROD (FND).
3. Δ = DRILL HOLE IN CONCRETE (SET).
4. 3 = FORMER LOT NUMBER.
5. LOT - 1 = NEW LOT NUMBER
6. _____ = SUBDIVISION BOUNDARY LINE.
7. _____ = LOT LINE TO BE ELIMINATED.
8. _____ = BUILDING SETBACK LINE.
9. _____ = ADJOINER PROPERTY LINE.
10. _____ = RIGHT OF WAY LINE.
11. _____ = STREET CENTERLINE.

TITLE REFERENCES

DOC. NO. 2021-06083 (SUB)
DOC. NO. 2020-06973 (REF)
DOC. NO. 2005-01915 (ADJ)
DOC. NO. 2015-04561 (ADJ)
DOC. NO. 2017-09699 (ADJ)
BOOK 1383, PAGE 408 (ADJ)
BOOK 705, PAGE 417 (ADJ)

ASSESSOR'S MAP NUMBER 14-308

PROPERTY SURVEY CLASS...."URBAN"

SANDER LAND SURVEYING

Phone Number: (573)450-2000 E-Mail: sandersurvey2003@gmail.com

TIMOTHY J. SANDER, PLS

109 SUMMERFIELD WAY
CAPE GIRARDEAU, MISSOURI 63701



DATE: 01/21/22

DRAWN BY: TJS

REVISED:

CHECKED BY: TJS

**Accepting the Dedication of General Warranty and Temporary Construction Easement Deeds from
Jeffrey A. and Lois F. Long; and Stephen W. and Diann M. Dow**

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 GENERAL
WARRANTY AND TEMPORARY CONSTRUCTION EASEMENT DEEDS.**

WHEREAS, **Jeffrey A. and Lois F. Long; and Stephen W. and Diann M. Dow of Jackson, Missouri**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Deeds, 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 Deeds which are 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 deeds.

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

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

FIRST READING: April 4, 2022.

SECOND READING: April 4, 2022.

PASSED AND APPROVED this 4th day of April, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

TITLE OF DOCUMENT:	GENERAL WARRANTY DEED
DATE OF DOCUMENT:	MARCH 18, 2022
GRANTOR:	JEFFREY A. LONG AND LOIS F. LONG
GRANTORS MAILING ADDRESS:	401 NORTH RUSSELL AVENUE JACKSON, MISSOURI 63755
GRANTORS DEED RECORDING:	DOCUMENT NO. 2014-00655
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	401 NORTH RUSSELL AVENUE JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGE 3 OF DEED

ROUTE: W. Mary Street
 COUNTY: Cape Girardeau
 PROJECT: Mary St. Bridge and Sidewalks
 PARCEL: Tract No. 7

GENERAL WARRANTY DEED

(1) **PARTIES:** THIS AGREEMENT, made this 18th day of March, 2022, by and between Jeffrey A. Long and Lois F. Long, of the County of Cape Girardeau, State of Missouri, Grantors, and the City of Jackson, State of Missouri, Grantee.

GRANTOR'S SITE ADDRESS: 401 Russell Avenue, Jackson, MO 63755

GRANTEE'S ADDRESS: 101 Court Street, Jackson, MO 63755

(2) **CONSIDERATION:** Grantors, in consideration of the sum of ONE AND NO/100TH DOLLARS (\$1.00) to be paid by the City of Jackson, the receipt of which is hereby acknowledged, does/do hereby grant, bargain and sell, convey and confirm fee simple title in the property described in this deed.

(3) **PROPERTY DESCRIPTION:** Grantors convey to the City of Jackson the following described real estate and interests in real estate in the County of Cape Girardeau, State of Missouri:

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.

(4) **RIGHTS OF GRANTEE:** Grantee shall obtain all rights, privileges, appurtenances and immunities belonging to the Grantors, their successors and assigns forever.

(5) **WARRANTY:** Grantors hereby covenant that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed. Grantors covenant that they have good right to convey the property. Grantors covenant that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claim; and that they will warrant and defend the title to said premises unto the City of Jackson and unto its successors and assigns, forever, against the lawful claims and demands of all persons whomsoever.

Exhibit A**NEW RIGHT-OF-WAY**

A part of a tract of land as recorded in Document No. 2014-00655 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 S89°16'07"W 352.05 feet to the centerline of W. Mary Street (variable width); thence leaving said centerline N04°44'57"E 19.00 feet to a point in the existing north 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 north right-of-way along the new north right-of-way of W. Mary Street the following courses: S85°02'13"E 120.01 feet; along a curve deflecting to the left having a radius of 7.00 feet, an arc length of 10.67 feet, and a chord course of N51°16'59"E 9.67 feet to the existing west right-of-way of Russell Avenue; thence with said existing west right-of-way S07°36'10"W 10.79 feet to the existing north right-of-way of W. Mary Street; thence with said existing north right-of-way N83°10'42"W 126.57 feet to the point of beginning containing 0.01 acres (268 square feet), the location of which is shown graphically on the attached Exhibit "B".

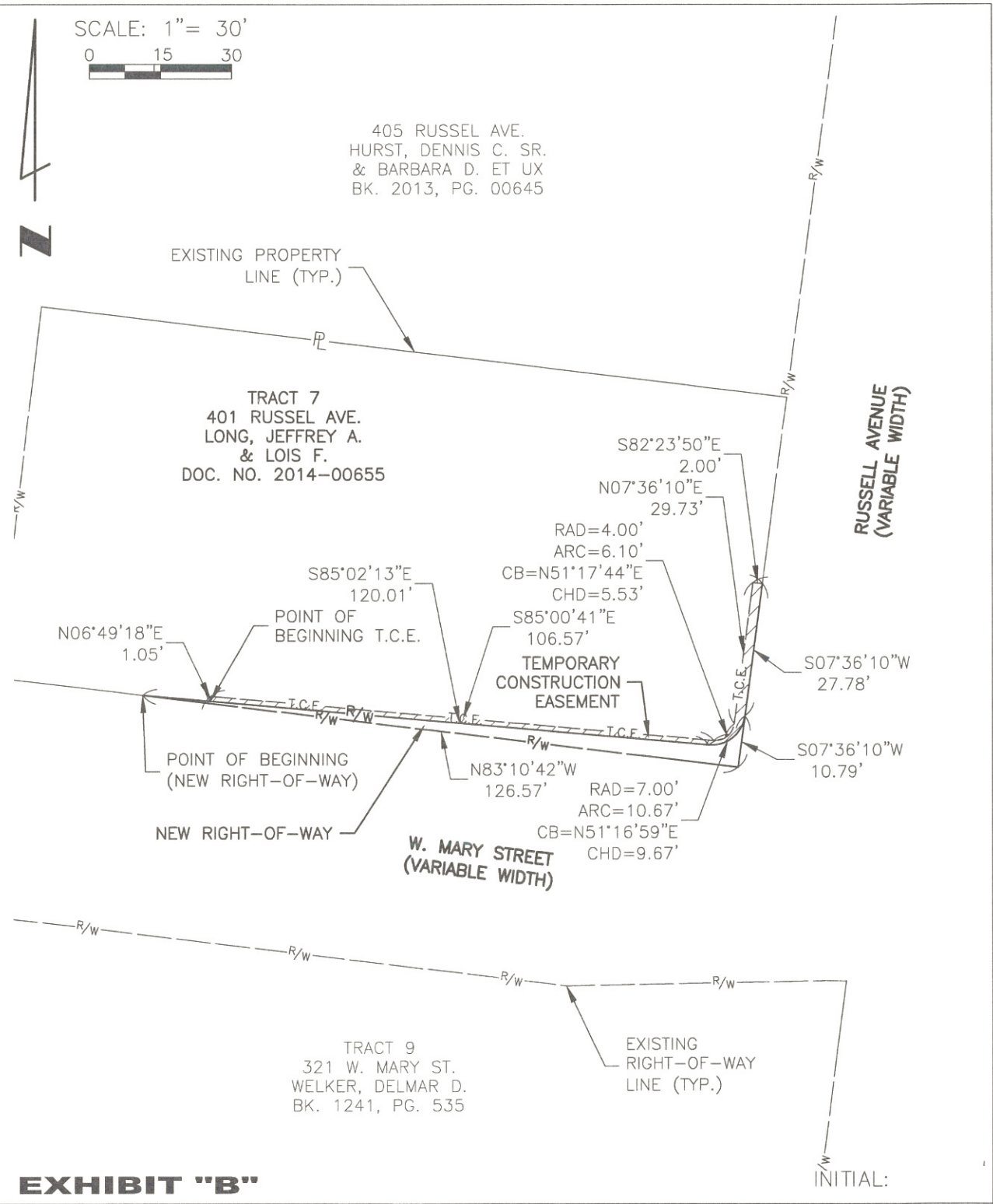


EXHIBIT "B"

A TRACT OF LAND BEING PART OF U.S. SURVEY 2250,
TOWNSHIP 31 NORTH, RANGE 12 EAST
DOCUMENT NO. 2014-00655
CAPE GIRARDEAU COUNTY, MISSOURI

TITLE OF DOCUMENT:	TEMPORARY CONSTRUCTION EASEMENT DEED
DATE OF DOCUMENT:	MARCH 18, 2022
GRANTOR:	JEFFREY A. LONG AND LOIS F. LONG
GRANTORS MAILING ADDRESS:	401 NORTH RUSSELL AVENUE JACKSON, MISSOURI 63755
GRANTORS DEED RECORDING:	DOCUMENT NO. 2014-00655
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	401 NORTH RUSSELL AVENUE JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGE 4 OF DEED

Easement Deed

Tract No. 7

This Deed made and entered into this 18th day of March Two Thousand
22, by and between Jeffrey A. Long and Lois F. Long
Grantor's Address: 401 Russell Ave., 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

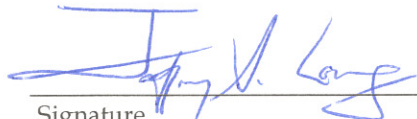
Over the following described Real Estate, situated in the County of Cape Girardeau, and
State of Missouri, to-wit:

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

Jeffrey A. Long

Print Name



Signature

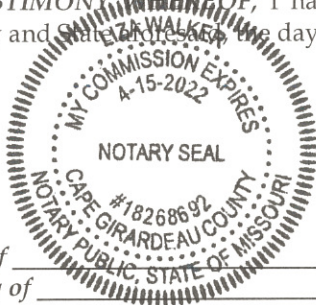
Lois F. Long

Print Name

State of Missouri
County of Cape Girardeau ss

On this 18th day of March, 20 22, before me personally appeared Jeffrey A. + Lois F. Long 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.



Elizabeth Walker
Notary Public
My term expires: 04-15-2022

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

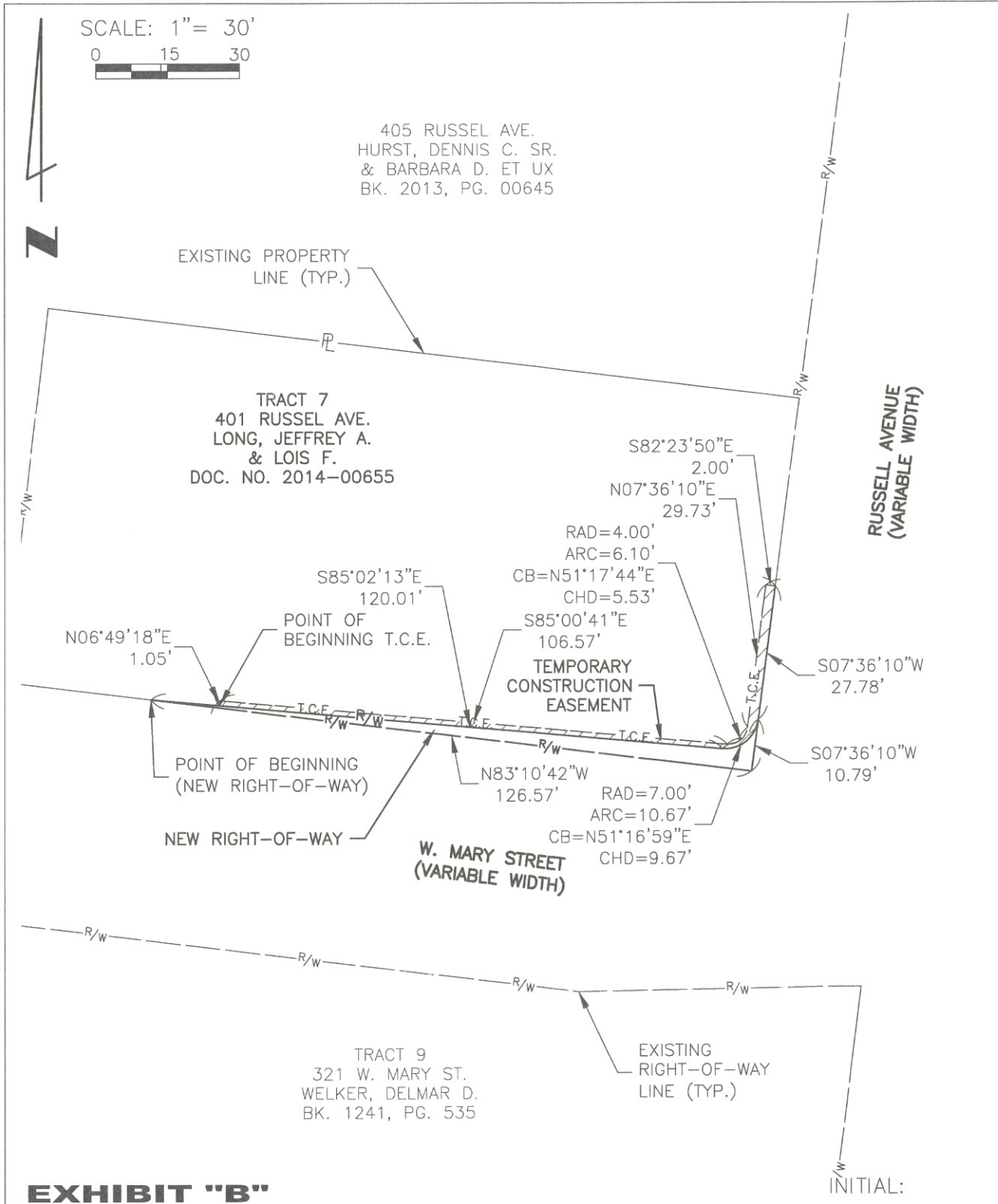
TEMPORARY CONSTRUCTION EASEMENT

A part of a tract of land as recorded in Document No. 2014-00655 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 S89°02'45"W 352.07 feet to the centerline of W. Mary Street (variable width); thence leaving said centerline N04°44'57"E 18.95 feet to a point in the new north right-of-way of W. Mary Street, said point being the point of beginning of the tract of land herein described; thence leaving said new north right-of-way N06°49'18"E 1.05 feet; thence S85°00'41"E 106.57 feet; thence along a curve deflecting to the left having a radius of 4.00 feet, an arc length of 6.10 feet, and a chord course of N51°17'44"E 5.53 feet; thence N07°36'10"E 29.73 feet; thence S82°23'50"E 2.00 feet to the existing west right-of-way of Russell Avenue (variable width); thence with said west right-of-way S07°36'10"W 27.78 feet to the new north right-of-way of W. Mary Street; thence with said new north right-of-way the following courses: along a curve deflecting to the right having a radius of 7.00 feet, an arc length of 10.67 feet, and a chord course of S51°16'59"W 9.67 feet; N85°02'13"W 120.01 feet to the point of beginning containing 176 square feet, the location of which is shown graphically on the attached Exhibit "B".

MARY ST. BRIDGE IMPROVEMENTS

TRACT 7

**EXHIBIT "B"**

A TRACT OF LAND BEING PART OF U.S. SURVEY 2250,
TOWNSHIP 31 NORTH, RANGE 12 EAST
DOCUMENT NO. 2014-00655
CAPE GIRARDEAU COUNTY, MISSOURI

1/3/22

TITLE OF DOCUMENT:	TEMPORARY CONSTRUCTION EASEMENT DEED
DATE OF DOCUMENT:	MARCH 18, 2022
GRANTOR:	STEPHEN W. DOW AND DIANN M. DOW
GRANTORS MAILING ADDRESS:	3409 LOST OASIS HOLLOW AUSTIN, TEXAS 78739
GRANTORS DEED RECORDING:	DOCUMENT NO. 2017-12359
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	346 WEST MARY STREET JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGE 4 OF DEED

Easement Deed

Tract No. 2

This Deed made and entered into this 18th day of March Two Thousand 22, by and between Stephen W. Dow and Diann M. Dow Trust
Grantor's Mailing Address: 3409 Lost Oasis Hollow, Austin, TX 78739
Grantor's Site Address: 346 W. Mary St., Jackson, MO 63755

Of the County of Travis, State of Texas.
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

STEPHEN W. DOW
Print Name

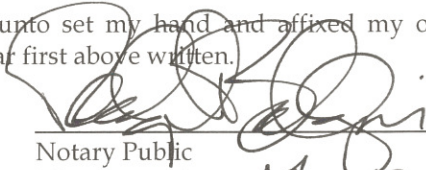

Signature

Diann M. Dow
Print Name

State of Missouri)
County of Cape Girardeau) ss

On this 18th day of March, 20 22, before me personally appeared Stephen W. and Diann M. Dow 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.



Notary Public
My term expires: May 13, 2024



RODNEY W. BOLLINGER
My Commission Expires
May 13, 2024
Cape Girardeau County
Commission #12473742

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. 2017-12359 of the Cape Girardeau County Records situated in U.S. Survey 322, 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 N88°12'37"W 677.69 feet to a point in the centerline of W. Mary Street (variable width); thence leaving said centerline N04°27'07"E 30.31 feet to a point in the existing north right-of-way of W. Mary Street, said point being the point of beginning of the tract of land herein described; thence with said existing north right-of-way N83°10'42"W 93.60 feet to the west property line of Lot 1 of Carol Ann Subdivision as recorded in Plat Book 18, Page 30 of the Cape Girardeau County Records; thence with said west property line N15°31'24"E 10.09 feet; thence leaving said west property line N90°00'00"E 60.72 feet; thence with a curve deflecting to the right having a radius of 400.00 feet, an arc length of 32.20 feet, and a chord course of S87°41'38"E 32.19 feet to the east property line of said Lot 1; thence with said east property line S07°42'11"W 19.72 feet to the point of beginning containing 1,422 square feet, the location of which is shown graphically on the attached Exhibit "B".

MARY ST. BRIDGE IMPROVEMENTS

TRACT 2

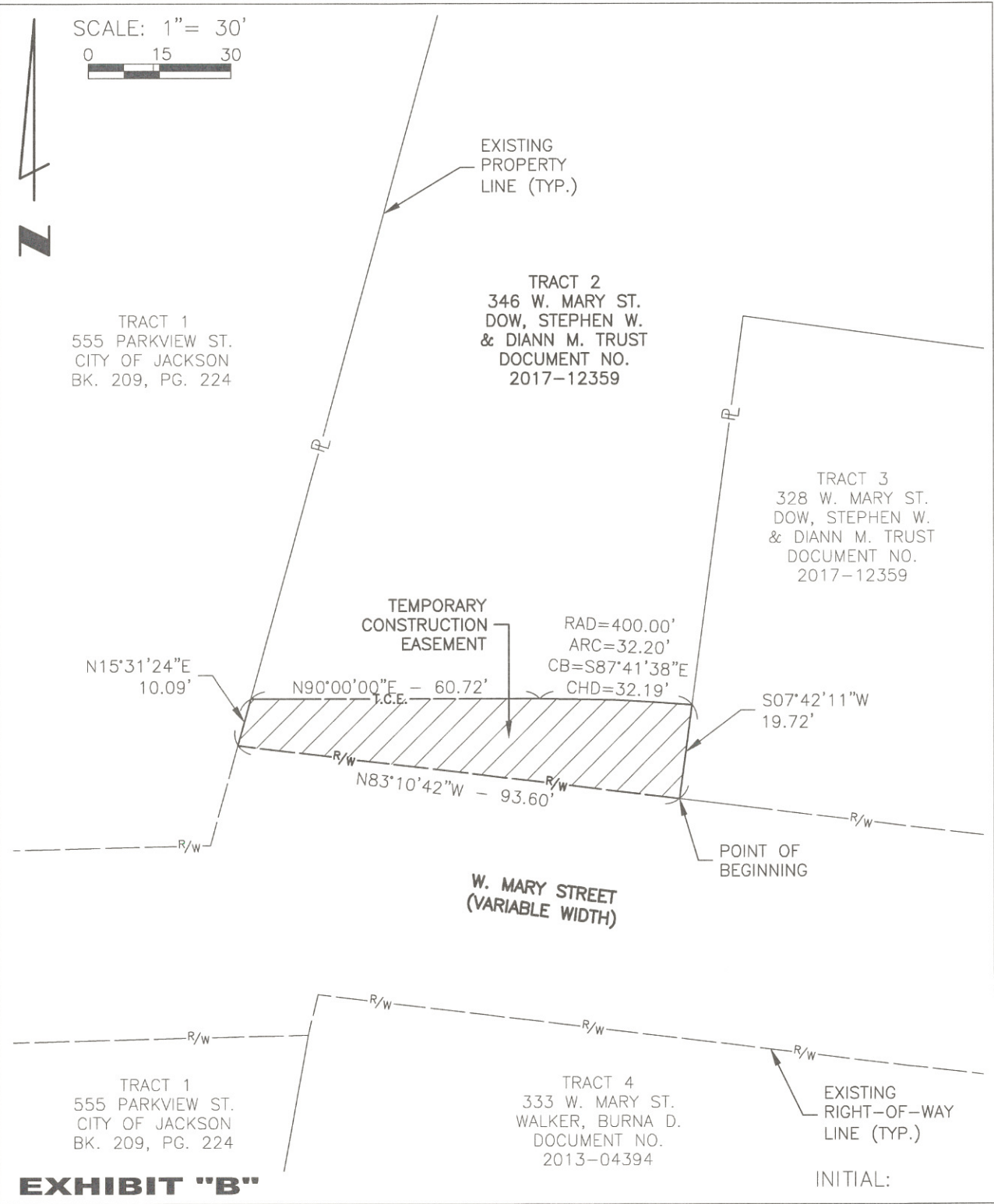


EXHIBIT "B"

A TRACT OF LAND BEING PART OF U.S. SURVEY 322,
TOWNSHIP 31 NORTH, RANGE 12 EAST
DOCUMENT NO. 2017-12359
CAPE GIRARDEAU COUNTY, MISSOURI

1/3/22

TITLE OF DOCUMENT:	TEMPORARY CONSTRUCTION EASEMENT DEED
DATE OF DOCUMENT:	MARCH 18, 2022
GRANTOR:	STEPHEN W. DOW AND DIANN M. DOW
GRANTORS MAILING ADDRESS:	3409 LOST OASIS HOLLOW AUSTIN, TEXAS 78739
GRANTORS DEED RECORDING:	DOCUMENT NO. 2017-12359
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	328 WEST MARY STREET JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGE 4 OF DEED

Easement Deed

Tract No. 3

This Deed made and entered into this 18th day of March Two Thousand 22, by and between Stephen W. Dow and Diann M. Dow Trust
Grantor's Mailing Address: 3409 Lost Oasis Hollow, Austin, TX 78739
Grantor's Site Address: 328 W. Mary St., Jackson, MO 63755

Of the County of Travis, State of Texas,

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.

Stephen W. Dow, TRUSTEE
Signature

STEPHEN W. DOW
Print Name

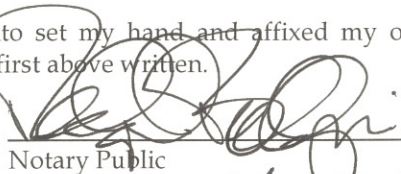
Diann M. Dow, TRUSTEE
Signature

Diann M. Dow
Print Name

State of Missouri
County of Cape Girardeau ss

On this 18th day of March, 20 22, before me personally appeared Stephen W. and Diann M. Dow 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.



Notary Public
My term expires: May 13, 2024



RODNEY W. BOLLINGER
My Commission Expires
May 13, 2024
Cape Girardeau County
Commission #12473742

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.

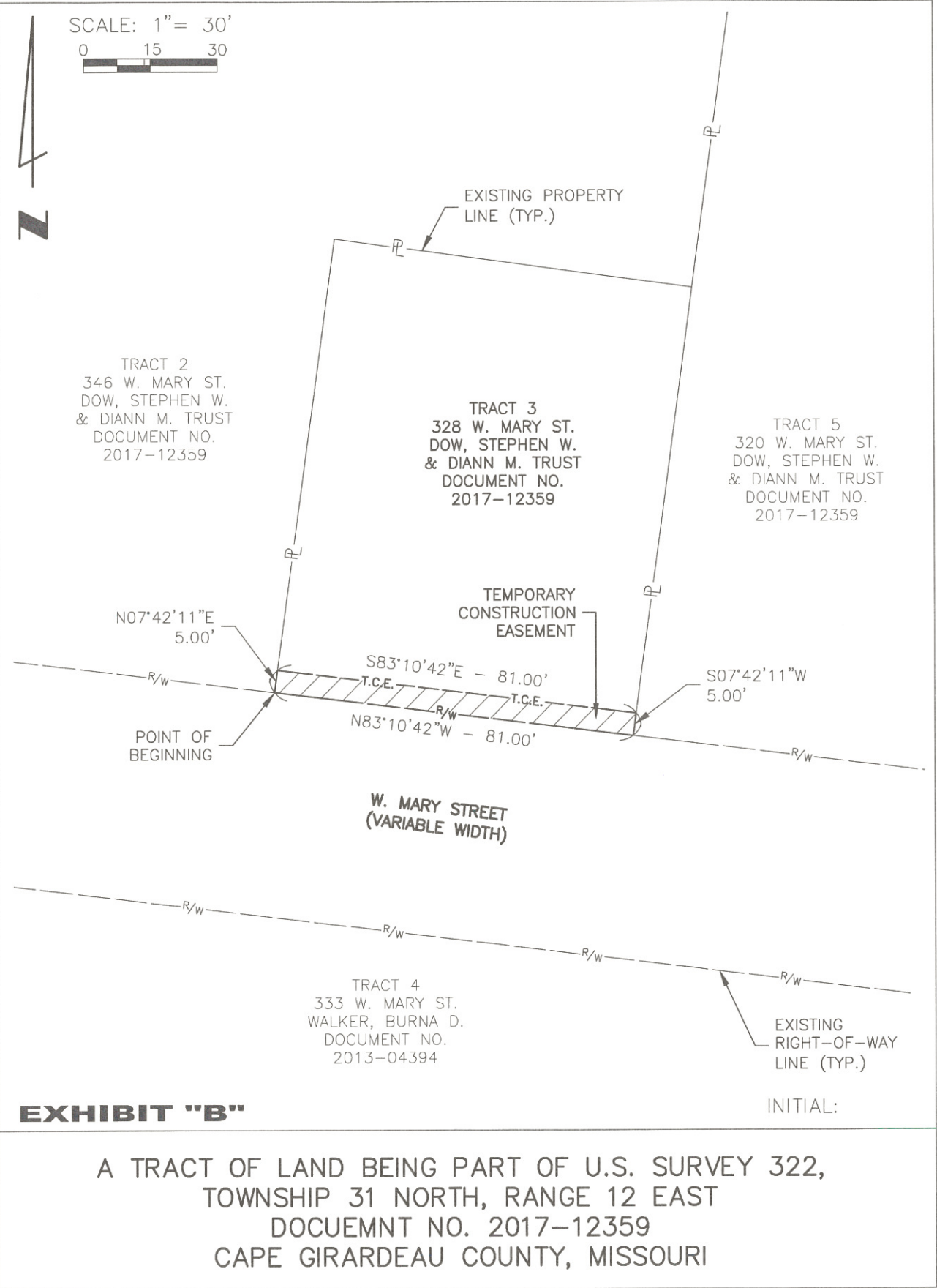
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public
My term expires: _____

Exhibit A**TEMPORARY CONSTRUCTION EASEMENT**

A part of a tract of land as recorded in Document No. 2017-12359 of the Cape Girardeau County Records situated in U.S. Survey 322, 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 N88°12'37"W 677.36 feet to the centerline of W. Mary Street (variable width); thence leaving said centerline N04°27'07"E 30.31 feet to a point in the existing north 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 north right-of-way along the west property line of Lot 2 of Carol Ann Subdivision as recorded in Plat Book 18, Page 30 of the Cape Girardeau County Records N07°42'11"E 5.00 feet; thence leaving said west property line S83°10'42"E 81.00 feet to the east property line of said Lot 2; thence with said east property line S07°42'11"W 5.00 feet to the existing north right-of-way of W. Mary Street; thence along said existing north right-of-way N83°10'42"W 81.00 feet to the point of beginning containing 405 square feet, the location of which is shown graphically on the attached Exhibit "B".



1/3/22

TITLE OF DOCUMENT:	TEMPORARY CONSTRUCTION EASEMENT DEED
DATE OF DOCUMENT:	MARCH 18, 2022
GRANTOR:	STEPHEN W. DOW AND DIANN M. DOW
GRANTORS MAILING ADDRESS:	3409 LOST OASIS HOLLOW AUSTIN, TEXAS 78739
GRANTORS DEED RECORDING:	DOCUMENT NO. 2017-13245
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	328 WEST MARY STREET JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGE 4 OF DEED

Easement Deed

Tract No. 5

This Deed made and entered into this 18th day of March Two Thousand 22, by and between Stephen W. Dow and Diann M. Dow Trust
Grantor's Mailing Address: 3409 Lost Oasis Hollow, Austin, TX 78739
Grantor's Site Address: 328 W. Mary St., Jackson, MO 63755

Of the County of Travis, State of Texas,
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.

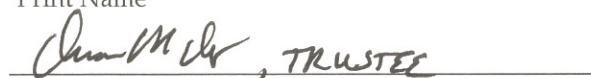
Subject to any and all easements, restrictions, conditions, etc. of record.

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

STEPHEN W. DOW
Print Name

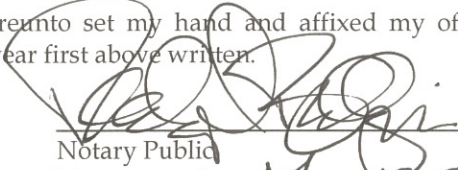

Signature

Diann M. DOW
Print Name

State of Missouri)
County of Cape Girardeau) ss

On this 18th day of March, 20 22, before me personally appeared Stephen W. and Diann M. Daw 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.



Notary Public
My term expires: May 13, 2024

State of _____)
County of _____) ss



RODNEY W. BOLLINGER
My Commission Expires
May 13, 2024
Cape Girardeau County
Commission #12473742

On this _____ day of _____, 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. 2017-13245 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 N89°29'52"W 472.41 feet to the centerline of W. Mary Street (variable width); thence leaving said centerline N04°44'57"E 22.85 feet to a point in the existing north right-of-way of W. Mary Street, said point being the point of beginning of the tract of land herein described; thence with said existing north right-of-way N83°10'42"W 66.57 feet; thence leaving said north right-of-way N06°49'18"E 10.00 feet; thence S83°10'42"E 66.72 feet to the east property line of a tract of land described in Document No. 2017-13245 of the Cape Girardeau County Records; thence with said east property line S07°42'12"W 10.00 feet to the point of beginning containing 666 square feet, the location of which is shown graphically on the attached Exhibit "B".

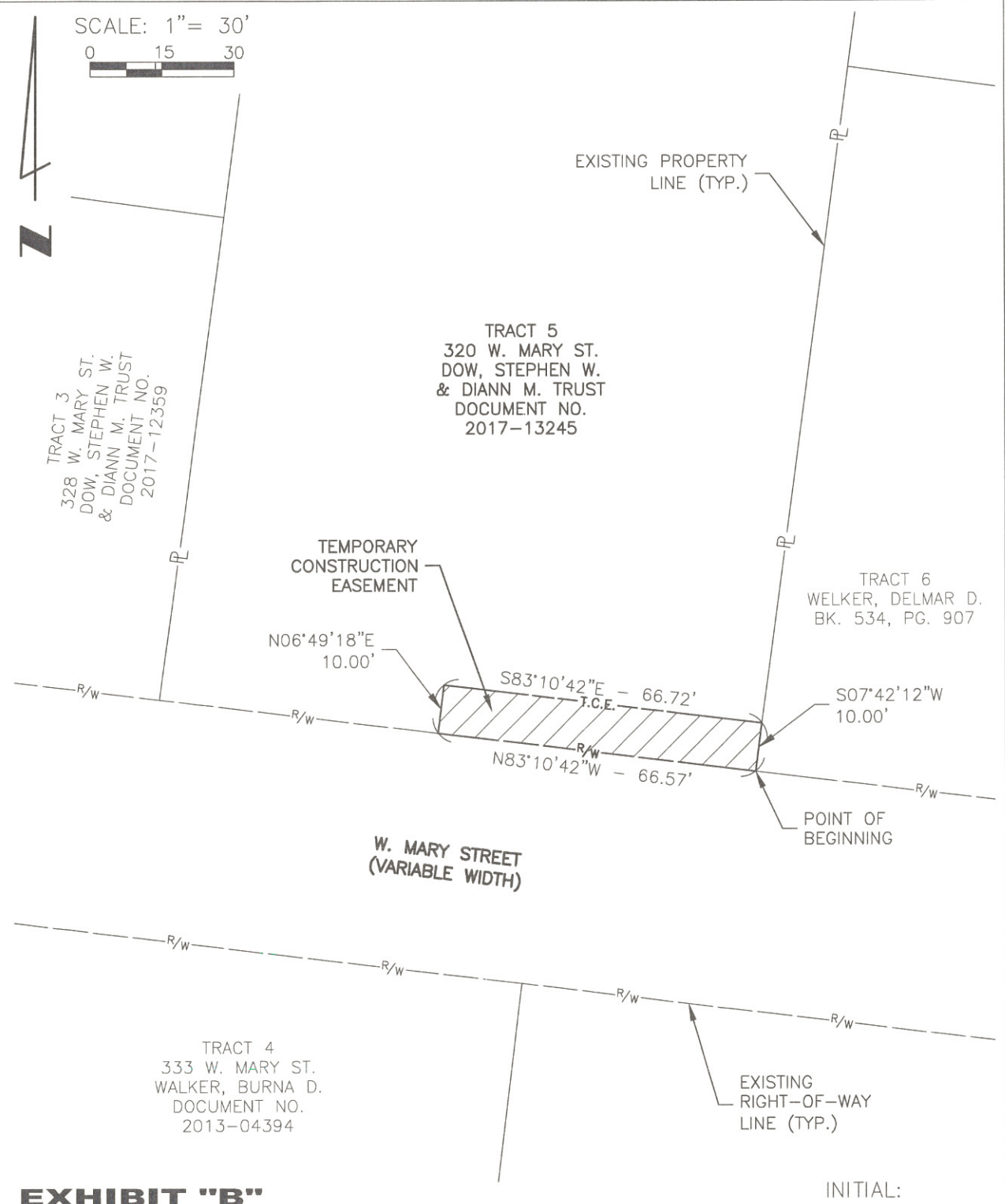


EXHIBIT "B"

A TRACT OF LAND BEING PART OF U.S. SURVEY 322,
TOWNSHIP 31 NORTH, RANGE 12 EAST
DOCUMENT NO. 2017-13245
CAPE GIRARDEAU COUNTY, MISSOURI