



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, September 06, 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.

PUBLIC HEARINGS

2. Motion rescheduling a public hearing for Monday, October 3, 2022, at 6:00 p.m., to consider a Special Use Permit for a towing business in a C-2 (General Commercial) District at 1405 South Farmington Road, as submitted by Land Escapes, LLC.
3. Motion rescheduling a public hearing for Monday, October 3, 2022, at 6:00 p.m., to consider a Special Use Permit for shipping containers as long term storage in a C-2 (General Commercial) District at 957 West Independence Street, as submitted by Brennon Todt.

APPROVAL OF MINUTES

4. Motion approving the Minutes of the Regular Meeting of August 15, 2022.

FINANCIAL AFFAIRS

5. Motion approving the payment of the semimonthly bills.

ACTION ITEMS

Power, Light, and Water Committee

6. Motion setting the annual City of Jackson Employee Appreciation and Christmas Luncheon for Friday, December 9, 2022, from 11:00 a.m. to 1:00 p.m., at the Jackson Civic Center.
7. Resolution accepting a voluntary annexation petition for the property addressed as 385, 389, and 391 Timber Lane, and setting a public hearing for Monday, October 3, 2022, at 6:00 p.m., as submitted by JWRPM Properties, LLC.
8. Bill proposing an Ordinance accepting a General Warranty Deed from Nabors Land Developers, LLC of Cape Girardeau County, Missouri, for a 1.01-acre tract of land located at 2000 North High Street.

9. Bill proposing an Ordinance approving a Memorandum of Understanding with Foster Their Voice, LLC, of Jackson, Missouri, relative to the construction of a private retaining wall in the public Sewer and Utility Easement at 661 West Independence Street.

Street, Sewer, and Cemetery Committee

10. Motion re-approving the Preliminary Plat of Jackson North Industrial Park Subdivision, as submitted by the City of Jackson.
11. Motion approving Change Order No. 1, in the amount of \$63,113.50, to Putz Construction, LLC, of Millersville, Missouri, relative to the Hubble Ford Low-Water Crossing Replacement Project.
12. Motion approving Change Order No. 1, in the amount of \$15,968.09, to Persons & Son, Inc., of Poplar Bluff, Missouri, relative to the Klaus Park Force Main Upgrade Project, Phase 1.
13. Resolution supporting a Traffic Engineering Assistance Program application to the Missouri Department of Transportation for the Main Street Corridor Pedestrian Safety Study.
14. Bill proposing an Ordinance approving the Minor Plat of Eggimann's Funny Farm Estates, as submitted by Teddy D. & Cara E. Eggimann.
15. Bill proposing an Ordinance authorizing a contractual agreement with Lochmueller Group, Inc., of Evansville, Indiana, relative to providing services under a Master Agreement for Professional Engineering/Architectural Services.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

16. Report by Mayor
17. Reports by Board Members
18. Report by City Attorney
19. Report by City Administrator
20. 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 09/02/2022 at 04:00 PM.

MEMO



TO: Mayor and Board of Aldermen
FROM: Janet Sanders, Building & Planning Manager
DATE: August 31, 2022
SUBJECT: Rescheduling Public Hearing for 1405 South Farmington Road Special Use Permit Application

Due to an internal error, individual notices for the public hearing scheduled for this meeting for the Special Use Permit for a towing business at 1405 South Farmington Road for Land Escapes, LLC, were not mailed. Since 15-day mailed notice is one of the requirements under state law for a Special Use Permit public hearing, no hearing can be held. Likewise, no action can be taken on this item prior to a public hearing. Therefore, the unfortunate result is that the previously scheduled hearing must be re-scheduled to October 3rd, which is the nearest meeting date available to meet the 15-day publication / notification requirements.

I have contacted the applicant and explained the situation, with my apologies.

MEMO




TO: Mayor and Board of Aldermen
FROM: Janet Sanders, Building & Planning Manager
DATE: August 31, 2022
SUBJECT: Rescheduling Public Hearing for 957 West Independence Street Special Use Permit Application

Due to an internal error, individual notices for the public hearing scheduled for this meeting for the Special Use Permit for shipping containers as long-term storage at 957 West Independence Street for Brennon Todt, were not mailed. Since 15-day mailed notice is one of the requirements under state law for a Special Use Permit public hearing, no hearing can be held. Likewise, no action can be taken on this item prior to a public hearing. Therefore, the unfortunate result is that the previously scheduled hearing must be re-scheduled to October 3rd, which is the nearest meeting date available to meet the 15-day publication / notification requirements.

I have contacted the applicant and explained the situation, with my apologies.

COLLECTOR'S REPORT

JULY COLLECTIONS 2022

| UTILITY SERVICE | ELECTRIC/SECURITY LIGHT (EL/SL) | WATER/PRIMACY (WA/PF) | SEWER (SE) | LANDFILL (TR) | GENERAL REVENUE | TOTALS |
|---|---------------------------------|-----------------------|-------------------|------------------|-----------------|---------------------|
| COLLECTIONS | | | | | | |
| SERVICE CHARGES | 1,469,567.06 | 265,353.95 | 206,671.66 | 56,640.80 | | 1,998,233.47 |
| LATE FEES | 7,090.81 | 1,662.51 | 1,301.24 | 312.20 | | 10,366.76 |
| SALES TAX | 46,945.45 | 8,219.27 | | | | 55,164.72 |
| RECONNECT FEES | 800.00 | | | | | 800.00 |
| RETURNED TRANSACTION FEES | 420.00 | | | | | 420.00 |
| CUSTOMER RELOCATION FEES | | | | | 250.00 | 250.00 |
| TRASH STICKERS | | | | 1,369.00 | | 1,369.00 |
| UTILITY COLLECTIONS | 1,524,823.32 | 275,235.73 | 207,972.90 | 58,322.00 | 250.00 | 2,066,603.95 |
| 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 | 1,524,823.32 | 275,235.73 | 207,972.90 | 58,322.00 | 250.00 | 2,066,603.95 |
| BUSINESS / CONTRACTOR LICENSES | | | | | 382.50 | 382.50 |
| EVENT CHARGES / MISC. | 50.00 | | | | | 50.00 |
| | | | | | | - |
| NON-UTILITY COLLECTIONS | 50.00 | - | - | - | 382.50 | 432.50 |
| MISC. ADJUSTMENTS | | | | | | - |
| INTEREST ON FUNDS | | | | | | 6.98 |
| CASH IN BANK | | | | | | 2,067,043.43 |
| MISSOURI SALES TAX PAYMENT | (46,945.45) | (8,219.27) | | | | (55,164.72) |
| Money Due to City Treasurer | | | | | \$ | 2,011,878.71 |
| Respectfully Submitted, | | | | | | |
|  | | | | | | |
| City Collector | | | | | | |



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, August 15, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, August 15, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve the July, 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 July, 2022. The City Clerk's Report is as follows: Electric Receipts – \$17,722.90; Cemetery Receipts – \$5,850.00; Water Receipts – \$9,675.00; Wastewater Receipts – \$0.00; General Revenue Receipts – \$60,773.29; Inmate Security Fund – \$0.00; Park Receipts – \$670.00; Trust & Agency Receipts – \$5,333.50; Park Foundation Receipts – \$4,500.00; Health Insurance - \$1,964.55; Recreational Development Receipts – \$14,477.00; Landfill Receipts – \$1,364.20; Recreation Sales Tax Receipts – \$5,566.75; Stormwater Maintenance Receipts – \$1,076.70; and Transportation Sales Tax Receipts – \$858.00. The Water & Light Deposit balance as of July 1, 2022 – \$298,377.34; Deposits - \$19,350.40; Refunds - \$21,723.09; balance as of July 31, 2022 – \$296,004.65. Ayes-8; Nays-0; Absent-0.



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, August 15, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

| CITY TREASURER'S REPORT FOR JULY, 2022 | | | | | | | |
|--|-----------------------------|---------------------|----------------------|---------------------|-----------------------------|----------------------|----------------------------|
| FUND | FUND BALANCES 07-01-2022 | RECEIPTS | TRANSFER OF FUNDS | DISBURSEMENTS | FUND BALANCES 07-31-2022 | INVESTMENTS | CASH BALANCE 07-31-2022 |
| ELECTRIC FUND | | | | | | | |
| Operation & Maintenance | - | 1,301,720.02 | 12,501.68 | 1,314,221.70 | - | - | - |
| Electric Surplus | 3,799,427.79 | 193,969.83 | - | 38,117.91 | 3,955,279.71 | 2,368,743.84 | 1,586,535.87 |
| Electric Capital Projects Fund | 7,456,672.39 | - | - | - | 7,456,672.39 | 7,412,000.00 | 44,672.39 |
| General Revenue | 3,766,021.87 | 79,849.64 | (97,724.88) | 582,078.38 | 3,166,068.25 | 2,050,000.00 | 1,116,068.25 |
| Landfill Fund | 488,979.66 | 59,686.40 | (8,608.31) | 74,943.16 | 465,114.59 | 245,000.00 | 220,114.59 |
| City Park Fund | 213,959.48 | 4,085.96 | 15,455.65 | 37,768.00 | 195,733.09 | - | 195,733.09 |
| Public Park Foundation Fund | 142,648.77 | 4,500.00 | - | 5,981.20 | 141,167.57 | - | 141,167.57 |
| Cemetery Fund | 862,575.47 | 6,537.10 | (5,598.38) | 11,575.86 | 851,938.33 | 299,000.00 | 552,938.33 |
| Band Fund | - | 687.10 | - | 687.10 | - | - | - |
| Stormwater Maintenance Fund | 280,480.54 | 1,076.70 | - | - | 281,557.24 | 61,000.00 | 220,557.24 |
| ARPA Fund | 1,402,269.16 | 0.68 | - | - | 1,402,269.84 | 403,646.51 | 998,623.33 |
| Road Use Tax Fund | 1,138,904.66 | 55,396.47 | (19,166.66) | 700.00 | 1,174,434.47 | 850,000.00 | 324,434.47 |
| Sales Tax Fund | 2,885,402.88 | 220,799.79 | - | 5,646.53 | 3,100,556.14 | 2,953,464.80 | 147,091.34 |
| Fire Protection Sales Tax Fund | 3,333.00 | 50,867.68 | - | - | 54,200.68 | - | 54,200.68 |
| Recreation Sales Tax | 894.14 | 56,434.46 | (29,724.20) | 21,029.67 | 6,574.73 | - | 6,574.73 |
| Public Safety Sales Tax | 1,000.00 | 101,734.85 | - | - | 102,734.85 | - | 102,734.85 |
| Trust and Agency Fund | 997,959.46 | 36,081.59 | 26,166.20 | 46,143.53 | 1,014,063.72 | 720,000.00 | 294,063.72 |
| Recreational Development | 109,884.22 | 14,477.00 | (5,763.81) | 40,341.61 | 78,255.80 | - | 78,255.80 |
| Transportation Sales Tax | 2,194,456.61 | 102,593.51 | - | 9,386.67 | 2,287,663.45 | 2,173,000.00 | 114,663.45 |
| I-55 Corridor Special Alloc. | 619.70 | - | - | - | 619.70 | - | 619.70 |
| Capital Projects Construction | - | - | - | - | - | - | - |
| CDBG Grant Fund | - | - | - | - | - | - | - |
| Health Insurance Fund | 750,256.98 | 37,577.55 | 148,466.93 | 170,059.49 | 766,241.97 | - | 766,241.97 |
| Inmate Security Fund | 14,699.12 | 136.00 | - | - | 14,835.12 | - | 14,835.12 |
| Equitable Sharing Fund | 3,617.07 | - | - | - | 3,617.07 | - | 3,617.07 |
| WATER & SEWER FUND | | | | | | | |
| Water Operation & Maint. | - | 95,787.45 | (20,564.82) | 75,222.63 | - | - | - |
| Water Replacement | 716,475.57 | 3,510.08 | - | - | 719,985.65 | 715,000.00 | 4,985.65 |
| Water & Sewer Revenue Bond | 22,582.77 | 327,781.02 | - | 21,250.00 | 329,113.79 | 300,000.00 | 29,113.79 |
| Water & Sewer Deprec. Res. | 30,000.00 | - | - | - | 30,000.00 | 30,000.00 | - |
| Water & Sewer Bond Reserve | 50,000.00 | - | - | - | 50,000.00 | 50,000.00 | - |
| Water & Sewer Contingent | 30,000.00 | - | - | - | 30,000.00 | 30,000.00 | - |
| Water & Sewer Surplus | 9,607,892.46 | - | - | 157,512.62 | 9,450,379.84 | 8,941,720.52 | 508,659.32 |
| Wastewater Operation & Maint. | - | 57,638.09 | (15,439.40) | 42,198.69 | - | - | - |
| Wastewater Replacement | 1,113,253.35 | - | - | - | 1,113,253.35 | 1,030,385.03 | 82,868.32 |
| W & S Construction Fund | 1,584,465.55 | - | - | 11,625.75 | 1,572,839.80 | 200,000.00 | 1,372,839.80 |
| TOTALS | 39,668,732.67 | 2,812,928.97 | - | 2,666,490.50 | 39,815,171.14 | 30,832,960.70 | 8,982,210.44 |
| Respectfully Submitted, | | | | | Cash on Hand | | 1,675.00 |
| | | | | | General Account | | 6,965,039.66 |
| | | | | | Collectors Account | | 2,011,878.71 |
| | | | | | Equitable Sharing Fund | | 3,617.07 |
| Liza Walker, City Clerk/Treasurer (signed) | | | | | TOTAL | | 8,982,210.44 |



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MINUTES

Motion to Accept the Certified Election)
 Results for the August 2, 2022 Primary)
 Election, as Certified by Cape Girardeau)
 County Election Authority Kara Clark)
 Summers)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the certified election results for the August 2, 2022 Primary Election, as certified by Cape Girardeau County Election Authority Kara Clark Summers. Ayes-8; Nays-0; Absent-0.

Motion to Authorize the Sale of)
 Intoxicating Liquor, Malt Liquor (Beer),)
 and Non-Intoxicating Beer, at the Big)
 Love Concert, in the Jackson City Park)
 on Friday, September 2, 2022, as)
 Submitted by Stooges)

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to authorize the sale of intoxicating liquor, malt liquor (beer), and non-intoxicating beer, at the Big Love Concert, at the Leist Memorial Band Shell in the Jackson City Park, on Friday, September 2, 2022, as submitted by Stooges. Ayes-8; Nays-0; Absent-0.

Motion to Approve an Increase in)
 Expenditures under Task Order)
 Authorization No. 19-04 to Horner &)
 Shifrin, Inc. of St. Louis, Missouri,)
 Relative to providing Additional)
 Engineering Services under the Water)
 System Facility Plan Implementation)
 Program, Phase 2)

Motion made by Alderman Reiminger, seconded by Alderman Sander, to approve an increase in expenditures, in the amount of \$31,900.00, under Task Order Authorization No. 19-04 to Horner & Shifrin, Inc. of St. Louis, Missouri, relative to providing additional engineering services under the Water System Facility Plan Implementation Program, Phase 2. Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-74 Re: To Authorize a)
 Contractual Agreement with Circle Fiber)
 of Cape Girardeau, Missouri, relative to)
 the Telephone and Internet Services)
 Program)

The matter of authorizing a contractual agreement with Circle Fiber of Cape Girardeau, Missouri, relative to the Telephone and Internet Services Program, came on for consideration. Alderman Reiminger introduced Bill No. 22-76, 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 CIRCLE FIBER OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE TELEPHONE AND INTERNET SERVICES 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 Seabaugh, Bill No. 22-76 was placed on its first reading and was read by title, considered and discussed and was



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duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 22-76 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. 22-64 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Baker-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Kimbel-aye; Alderwoman Liley-aye; Alderman Hitt-aye; and Alderman Sander-aye.

BILL NO. 22-76

ORDINANCE NO. 22-74

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *CIRCLE FIBER OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO THE *TELEPHONE AND INTERNET 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 **Circle Fiber of Cape Girardeau, 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.



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MINUTES

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

FIRST READING: August 15, 2022.

SECOND READING: August 15, 2022.

PASSED AND APPROVED this 15th day of August, 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. 22-75 Re: To Authorize a)
 Mutual Settlement and Release)
 Agreement with Joseph Ehinger of)
 Jackson, Missouri, relative to a Claim)

The matter of authorizing a Mutual Settlement and Release Agreement with Joseph Ehinger of Jackson, Missouri, relative to a claim for property damage allegedly resulting from the disconnection of electrical services, came on for consideration. Alderman Reiminger introduced Bill No. 22-77, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MUTUAL SETTLEMENT AND RELEASE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND JOSEPH EHINGER OF JACKSON, MISSOURI, RELATIVE TO A CLAIM FOR PROPERTY DAMAGE ALLEGEDLY RESULTING FROM THE DISCONNECTION OF ELECTRICAL SERVICES; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Kimbel, Bill No. 22-77 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Kimbel, Bill No. 22-77 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. 22-75 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Baker-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Kimbel-aye; Alderwoman Liley-aye; and Alderman Sander-aye.

BILL NO. 22-77

ORDINANCE NO. 22-75

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MUTUAL SETTLEMENT AND RELEASE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND JOSEPH EHINGER OF JACKSON, MISSOURI, RELATIVE TO A CLAIM FOR



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PROPERTY DAMAGE ALLEGEDLY RESULTING FROM THE DISCONNECTION OF ELECTRICAL SERVICES; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a mutual settlement and release 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 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 agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Joseph Ehinger 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 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: August 15, 2022.

SECOND READING: August 15, 2022.

PASSED AND APPROVED this 15th day of August, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.



CITY OF JACKSON
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MINUTES

(SEAL)

CITY OF JACKSON, MISSOURI

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Liza Walker (signed)
 City Clerk

Ordinance No. 22-76 Re: To Approve)
 the 2022 Parks and Recreation, General)
 Revenue, Cemetery, and Band Tax)
 Rates)

The matter of approving the 2022 Parks and Recreation, General Revenue, Cemetery, and Band Tax Rates, came on for consideration. Alderman Reiminger introduced Bill No. 22-78, being for an ordinance entitled as follows:

AN ORDINANCE ESTABLISHING THE AMOUNT OF MONEY NECESSARY TO BE RAISED BY TAXATION FOR GENERAL REVENUE, PARK FUND, CEMETERY FUND, AND BAND FUND DURING THE ENSUING FISCAL YEAR; FIXING THE ANNUAL RATE OF LEVY THEREFOR; AND STATING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

On a motion made by Alderman Reiminger, seconded by Alderman Sander, Bill No. 22-78 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. 22-78 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. 22-76 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Baker-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Kimbel-aye; Alderman Hitt-aye; and Alderman Sander-aye.

BILL NO. 22-78

ORDINANCE NO. 22-76

AN ORDINANCE ESTABLISHING THE AMOUNT OF MONEY NECESSARY TO BE RAISED BY TAXATION FOR GENERAL REVENUE, PARK FUND, CEMETERY FUND, AND BAND FUND DURING THE ENSUING FISCAL YEAR; FIXING THE ANNUAL RATE OF LEVY THEREFOR; AND STATING WHEN THIS ORDINANCE SHALL TAKE EFFECT.

WHEREAS, in accordance with Missouri Statutes as made and provided, the City is empowered to establish taxation for purposes upon the assessed valuation of the City for general revenue purposes, for parks & recreation fund, for cemetery maintenance, and for band fund; and

WHEREAS, in accordance with said statutory authorization, the City must establish rates after holding a public hearing for the current tax year of 2022; and

WHEREAS, the City has held a public hearing as required by statute.



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MINUTES

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

Section 1. That the amount of money necessary to be raised by taxation during the ensuing fiscal year on the assessed valuation of all properties situated in the City of Jackson, Missouri, for general revenue purposes is One Million Seven Hundred Ninety-Seven Thousand Three Hundred Eighty-One Dollars (\$1,797,381.00); for cemetery purposes is Two Hundred Thirty-Two Thousand Three Hundred Nine Dollars (\$232,309.00); for city parks & recreation is Three Hundred Seventy-Six Thousand Nine Hundred Seventy-Eight Dollars (\$376,978.00); and for band fund is Two Hundred Thirty-Two Thousand Three Hundred Nine Dollars (\$232,309.00).

Section 2. That the total assessed valuation of all property in the City, as shown by a certified abstract transmitted to the Board of Aldermen of the City of Jackson by the County Clerk of Cape Girardeau County, Missouri is Two Hundred Seventy-Nine Million Two Hundred Twenty-Seven Thousand Three Hundred Twenty-Four Dollars (\$279,227,324.00).

Section 3. That the Board of Aldermen of the City hereby establishes the rate of levy for general revenue purposes at Sixty-Four and Thirty-Seven Hundredths Cents (\$0.6437) on each One Hundred Dollars (\$100.00) assessed valuation on all property situated in the City of Jackson, Missouri.

Section 4. That the Board of Aldermen of the City hereby establishes the rate of levy for cemetery fund purposes at Eight and Thirty-Two Hundredths Cents (\$0.0832) on each One Hundred Dollars (\$100.00) assessed valuation on all property situated in the City of Jackson, Missouri.

Section 5. That the Board of Aldermen of the City hereby establishes the rate of levy for park fund purposes at Thirteen and Fifty Hundredths Cents (\$0.1350) on each One Hundred Dollars (\$100.00) assessed valuation on all property situated in the City of Jackson, Missouri.

Section 6. That the Board of Aldermen of the City hereby establishes the rate of levy for band fund purposes at Eight and Thirty-Two Hundredths Cents (\$0.0832) on each One Hundred Dollars (\$100.00) assessed valuation on all property situated in the City of Jackson, Missouri.

Section 7. 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.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, August 15, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

FIRST READING: August 15, 2022.

SECOND READING: August 15, 2022.

PASSED AND APPROVED this 15th day of August, 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)
 Tuesday, September 6, 2022, to)
 Consider a Special Use Permit for a)
 Towing Business at 1405 South)
 Farmington Road, as submitted by)
 Land Escapes, LLC)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to set a public hearing for Tuesday, September 6, 2022, at 6:00 p.m., to consider a Special Use Permit for a towing business in a C-2 (General Commercial) District at 1405 South Farmington Road, as submitted by Land Escapes, LLC. Ayes-8; Nays-0; Absent-0.

Motion to Set a Public Hearing for)
 Tuesday, September 6, 2022, to)
 Consider a Special Use Permit for)
 Shipping Containers as Long Term)
 Storage at 957 West Independence)
 Street, as submitted by Brennon Todt)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to set a public hearing for Tuesday, September 6, 2022, at 6:00 p.m., to consider a Special Use Permit for shipping containers as long term storage in a C-2 (General Commercial) District at 957 West Independence Street, as submitted by Brennon Todt. Ayes-8; Nays-0; Absent-0.

Motion to Approve Task Order)
 Authorization No. 22-16 to Koehler)
 Engineering & Land Surveying, Inc.,)
 Relative to Providing Engineering)
 Services under the Restroom No. 1)
 Building Replacement Project)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve Task Order Authorization No. 22-16, in the amount of \$15,500.00, to Koehler Engineering & Land Surveying, Inc., relative to providing engineering services under the Restroom No. 1 Replacement Project. Ayes-8; Nays-0; Absent-0.

Motion to Approve Change Order No. 1)
 to Fronabarger Concreters, Inc. of Oak)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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MINUTES

Ridge, Missouri, relative to the 2022)
 Concrete Pavement Improvement)
 Program)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve Change Order No. 1 to Fronabarger Concreters, Inc. of Oak Ridge, Missouri, relative to the 2022 Concrete Pavement Improvement Program. Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-77 Re: To Authorize a)
 Mutual Settlement and Release)
 Agreement with Sharon Sarno of)
 Jackson, Missouri, relative to the)
 McKendree Hills Sanitary Sewer District)
 Project)

The matter of authorizing a Mutual Settlement and Release Agreement with Sharon Sarno of Jackson, Missouri, relative to the McKendree Hills Sanitary Sewer District Project, came on for consideration. Alderwoman Liley introduced Bill No. 22-79, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MUTUAL SETTLEMENT AND RELEASE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND SHARON SARNO OF JACKSON, MISSOURI, RELATIVE TO THE MCKENDREE HILLS SANITARY SEWER DISTRICT PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 22-79 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 Alderwoman Liley, seconded by Alderman Hitt, Bill No. 22-79 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. 22-77 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Kimbel-aye; Alderwoman Liley-aye; Alderman Hitt-aye; and Alderman Sander-aye.

BILL NO. 22-79

ORDINANCE NO. 22-77

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MUTUAL SETTLEMENT AND RELEASE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND SHARON SARNO OF JACKSON, MISSOURI, RELATIVE TO THE MCKENDREE HILLS SANITARY SEWER DISTRICT PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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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:

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 **Sharon Sarno 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 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: August 15, 2022.

SECOND READING: August 15, 2022.

PASSED AND APPROVED this 15th day of August, 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. 22-78 Re: To Amend)
Chapter 39 of the Code of Ordinances,)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, August 15, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Relative to Definitions for "Recreational)
 Off-Highway Vehicle" and "Utility)
 Vehicle")

The matter of amending Chapter 39-500 (Vehicles Prohibited) of the Code of Ordinances, relative to definitions for "Recreational off-highway vehicle" and "Utility vehicle", came on for consideration. Alderwoman Liley introduced Bill No. 22-80, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING CHAPTER 39 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, BY ADDING ADDITIONAL VEHICLE DEFINITIONS TO ARTICLE V RELATIVE TO VEHICLES PROHIBITED; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 22-80 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 Alderwoman Liley, seconded by Alderwoman Young, Bill No. 22-80 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. 22-78 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Baker-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Kimbel-aye; Alderwoman Liley-aye; Alderman Hitt-aye; and Alderman Sander-aye.

BILL NO. 22-80

ORDINANCE NO. 22-78

AN ORDINANCE AMENDING CHAPTER 39 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, BY ADDING ADDITIONAL VEHICLE DEFINITIONS TO ARTICLE V RELATIVE TO VEHICLES PROHIBITED; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 39 of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended by adding Article V to read as follows:

"ARTICLE V. VEHICLES PROHIBITED

Sec. 39-500. Definitions.

"Recreational off-highway vehicle" means any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than eighty (80) inches in width, measured from outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred (3,500) pounds or less, traveling on four (4) or more nonhighway tires and which may have access to ATV trails.

"Utility vehicle" means any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than eighty (80) inches in width, measured from outside of tire rim to outside of tire rim, with an unladen dry weight of three thousand five hundred (3,500) pounds or less, traveling on four (4) or six (6) wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.



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

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

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

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

FIRST READING: August 15, 2022.

SECOND READING: August 15, 2022.

PASSED AND APPROVED this 15th day of August, 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)

Ordinance No. 22-79 Re: To Amend)
 Chapter 39 of the Code of Ordinances,)
 Relative to Vehicles Prohibited)

The matter of Amending Chapter 39-501 (Vehicles Prohibited) of the Code of Ordinances, relative to vehicles prohibited, came on for consideration. Alderwoman Liley introduced Bill No. 22-81, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING CHAPTER 39 OF THE CODE OF ORDINANCES
 OF THE CITY OF JACKSON, MISSOURI, BY ADDING THERETO ARTICLE V
 RELATIVE TO VEHICLES PROHIBITED; AND REPEALING ALL ORDINANCES
 IN CONFLICT THEREWITH.**

On a motion made by Alderwoman Liley, seconded by Alderman Baker, Bill No. 22-81 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Baker, Bill No. 22-81 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. 22-79 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Kimbel-nay;



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Alderman Sander-nay; Alderwoman Young-nay; Alderman Hitt-aye; Alderwoman Liley-aye; Alderman Baker-nay; Alderman Reiminger-aye; and Mayor Hahs-aye.

BILL NO. 22-81

ORDINANCE NO. 22-79

AN ORDINANCE AMENDING CHAPTER 39 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, BY ADDING THERETO ARTICLE V RELATIVE TO VEHICLES PROHIBITED; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

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

Section 1. That Chapter 39 of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended by adding Article V to read as follows:

“ARTICLE V. VEHICLES PROHIBITED

Sec. 39-501. Prohibition.

No person shall ride on or operate a “motorized play vehicle,” an “all-terrain vehicle,” a “golf cart,” a “recreational off-highway vehicle,” or a “utility vehicle” upon any street, highway, roadway, or sidewalk within the city or within the boundaries of any city park. It is provided, however, that golf carts may cross city streets solely for the purpose of getting from one section of a golf course to another. This section does not apply to vehicles operated by the city or vehicles operated at specific events authorized by the city or vehicles operated by individuals for debris removal or snow removal. In the event that this section is violated by a juvenile, then the vehicle shall be confiscated by the city and held until the transportation and storage fees are paid by the adult owner of the vehicle.

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

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

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

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

FIRST READING: August 15, 2022.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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SECOND READING: August 15, 2022.

PASSED AND APPROVED this 15th day of August, 2022, by a vote of 5 ayes, 4 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Robin Cole to Address Board Re: a)
Concern of Possible Health Emergency)

Now comes forth City resident Robin Cole to bring to the Board of Aldermen a concern relating to polio. Mr. Cole requests the City start polio virus testing of the wastewater and to start polio vaccinations/boosters in children under age 9. Mr. Cole distributes a copy of a newspaper article out of New York regarding polio. Mayor Hahs encourages Mr. Cole to provide more information to the City as he has new information.

Ron McKiddy to Address Board with)
Traffic Concern on Greensferry Road)

Now comes forth City resident Ron McKiddy to bring to the Board of Aldermen a concern of traffic on Greensferry Road at the edge of the City limits. Speeding traffic is heavy in the area. Chief Humphreys states that several tickets have been written in the area and that the police will continue their presence there.

Pat Morgan to Express Interest in City)
Property in the North Industrial Park)

Now comes forth Pat Morgan, applicant of the Special Use Permit at 1405 South Farmington Road for his towing business, to express possible interest in purchasing City-owned property in the North Industrial Park. Mayor Hahs recommends that Mr. Morgan submit a letter of interest to the City for the Board to discuss and consider.

Motion to Adjourn the Meeting)

Meeting concluded at 6:44 P.M., on a motion by Alderman Baker, seconded by Alderwoman Liley, to adjourn the meeting. Ayes-8; Nays-0; Absent-0.

ATTEST:


Mayor

City Clerk



City of Jackson

MEMO TO: The Honorable Mayor Dwain Hahs and
Members of the Board of Aldermen

FROM: Rodney Bollinger, Director of Administrative Services 

DATE: August 31, 2022

SUBJECT: Voluntary Annexation Application
JWRPM Properties, LLC
0.59 Acres on Timber Lane

Mr. Chris Collier has filed an application for the voluntary annexation of a 0.59 acre tract of land located at 385, 389, and 391 Timber Lane. The property has an existing triplex and lies on the south side of the street, at the intersection of Sunset Lane and Timber Lane. Attached please find a copy of the application, location map, and other support materials for your consideration.

The owner has communicated to city staff that it is his desire to connect their existing triplex to the City's sanitary sewer system as quickly as possible. Due to the recent failure of his private septic tank, the property currently has no sewer service. The applicant will be working with an engineer for a sewer main extension design. Then, following annexation, they will make connection to the sewer utility.

There is an associated rezoning application from the default R-1 (Single-Family Residential) District zoning to R-4 (General Residential) zoning since this is a triplex.

The tract and building is already being served by City water, but is served by Ameren Electric and the owner will continue to be their electric utility customer.

Therefore, it is respectfully requested that the Board set a public hearing for Monday, October 3, 2022, at 6:00 p.m., to consider this annexation request.

As always, please feel welcome to contact me should you have any questions.

BILL NO. 22-____

ORDINANCE NO. 22-____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A GENERAL WARRANTY DEED BY AND BETWEEN THE CITY AND NABORS LAND DEVELOPERS, LLC OF CAPE GIRARDEAU COUNTY, 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 of the City of Jackson, Missouri, have heretofore been presented a General Warranty Deed 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 the conveyance of said General Warranty Deed.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the conveyance of a General Warranty Deed marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, Missouri, a municipal corporation, and **Nabors Land Developers, LLC of Cape Girardeau County, Missouri**. It is the belief of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that it is in the best interests of the citizens of the City of Jackson, Missouri, that the City enter into said General Warranty Deed.

Section 2. That the Mayor of the City of Jackson, Missouri, be and is hereby authorized and directed to execute said conveyance of a General Warranty Deed for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson, Missouri, is hereby authorized and directed to attest to the signature of the Mayor on the attached General Warranty Deed.

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: September 6, 2022.

SECOND READING: September 6, 2022.

PASSED AND APPROVED this 6th day of September, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

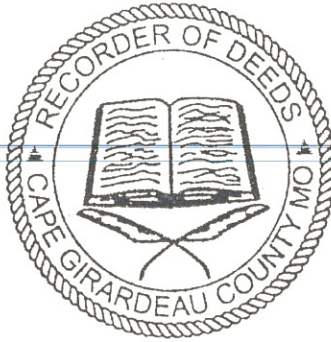
(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

eRecorded
DOCUMENT #
2022-08988



ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
08/17/2022 08:30:32 AM
REC FEE: 30.00
PAGES: 3

GENERAL WARRANTY DEED

THIS INDENTURE, made on the 16th day of August, 2022, by and between **Nabors Land Developers, LLC, a Missouri Limited Liability Company**, of the County of Cape Girardeau, in the State of Missouri, **Grantor**, and **City of Jackson, Missouri, a Municipal Corporation**, of the County of Cape Girardeau, in the State of Missouri, **Grantee** (mailing address of said first named grantee is 101 Court St., Jackson, MO 63755):

WITNESSETH, That the said Grantor, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said Grantee, its successors and assigns, the following described Lots, Tracts or Parcels of Land, lying, being and situate in the County of **Cape Girardeau** and State of Missouri, to-wit:

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH MERIDIAN, IN THE COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST NORTHERN CORNER OF LOT 64 OF NINE OAKS FOURTH SUBDIVISION RECORDED IN PLAT BOOK 24, PAGE 96, IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, SAID POINT BEING IN THE CENTER OF HUBBLE CREEK; THENCE WITH THE CENTER OF SAID CREEK, SOUTH 34°36'43" WEST, 121.66 FEET; THENCE SOUTH 68°49'49" WEST, 30.35 FEET; THENCE SOUTH 38°08'41" WEST, 30.60 FEET; THENCE LEAVING SAID CREEK, NORTH 49°51'48" WEST, 207.70 FEET, TO THE EAST LINE OF NORTH HIGH STREET; THENCE WITH SAID EAST LINE, ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 6423.05 FEET, A DISTANCE OF 155.88 FEET, (THE CHORD OF SAID CURVE BEARS NORTH 42°46'58" WEST, 155.88 FEET) TO THE INTERSECTION OF THE SOUTH LINE OF EAST DEERWOOD DRIVE;

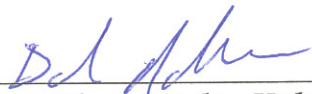
THENCE LEAVING SAID EAST LINE AND WITH THE SOUTH LINE OF DEERWOOD DRIVE NORTH 87°33'20" EAST, 50.05 FEET; THENCE SOUTH 47°29'25" EAST, 217.99 FEET, TO THE INTERSECTION OF THE R.O.W. AND SAID CENTER OF CREEK; THENCE LEAVING SAID EAST LINE, SOUTH 34°36'43" WEST, 2.26 FEET TO THE POINT OF BEGINNING, CONTAINING 1.01 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD.

SUBJECT to any and all restrictions, reservations, easements, zoning restrictions and rights-of-way of record or now in effect.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the Rights, Privileges, Appurtenances and Immunities thereto belonging, or in anywise appertaining, unto the said Grantee, and unto its heirs and assigns, FOREVER, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that it has good right to convey the same; and that the said premises are free and clear of any encumbrance done or suffered by it or those under whom it claims, and that it will WARRANT AND DEFEND the title to the said premises unto the said Grantees, and unto its heirs and assigns, FOREVER, against the lawful claims and demands of all persons whomsoever.

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

**Nabors Land Developers, LLC, a
Missouri Limited Liability Company**

By: 
**Jonathan Dale Nabors, Managing
Member**

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *FOSTER THEIR VOICE, LLC OF JACKSON, MISSOURI*, RELATIVE TO THE *CONSTRUCTION OF A PRIVATE RETAINING WALL IN THE PUBLIC SEWER AND UTILITY EASEMENT AT 661 WEST INDEPENDENCE STREET*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a memorandum of understanding 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 memorandum of understanding.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the memorandum of understanding marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Foster Their Voice, 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 memorandum of understanding.

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

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

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

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

FIRST READING: September 6, 2022.

SECOND READING: September 6, 2022.

PASSED AND APPROVED this 6th day of September, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

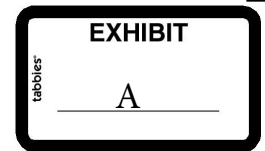
CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2022, by and between **CITY OF JACKSON, MISSOURI, a municipal corporation**, hereinafter referred to as "**City**," and **Foster Their Voice, LLC**, hereinafter referred to as "**Foster**," **WITNESSETH:**

WHEREAS, Foster owns property located at 661 West Independence Street, also known as Lot 19 of Parkwood Place Subdivision within the City; and

WHEREAS, Foster has a portable metal carport structure and a failing three (3) foot tall railroad tie retaining wall extending parallel and perpendicularly in a fifteen (15) foot wide utility and sewer easement as shown in Exhibit A; and

WHEREAS, the previous owner did not obtain the required permits and inspections for these structures; and

WHEREAS, Foster desires to replace this wall with a stacked landscape block wall; and

WHEREAS, the City has existing sewer and electric lines in said public sewer and utility easement and the City has no immediate plans for additional use of said easement; and

WHEREAS, the City reserves the right to use said public sewer and utility easement for sewer and utility purposes deemed appropriate by the City.

WHEREAS, the City desires to cooperate with Foster to allow replacement of the wall in the same location; and

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

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

1. The City grants Foster a limited right to use the public sewer and utility easement for a retaining wall upon, across, parallel, and perpendicular to the public easement in the same location as the existing retaining wall.

2. The City reserves the right to require termination of this permissive use upon action by the Board of Aldermen of the City of Jackson, at such time as the City or other public utility desires access to this public sewer and utility easement or install additional public utilities.

3. Foster acknowledges and agrees that the City may require Foster to remove the retaining wall within the public sewer and utility easement at Foster's cost, at any time that the City determines any sewer or utility project is to be built on said public easement. Foster further acknowledges and agrees that upon receipt of written notice from the City to remove the retaining wall or any portion thereof from the public easement, Foster will do so within thirty (30) days.

4. Foster agrees to obtain the required building permit and approved inspections for demolition and reconstruction of the wall and any other structures and to pay all associated fees related to said permits and inspections.

5. The City assumes no liability related to Foster's private retaining wall due to City work within the public easement and shall incur no responsibility for maintenance, repair, or replacement of damaged wall components, subgrade, drainage structures, or other improvement.

6. The City agrees to allow temporary access through a portion of City Park to convey equipment and materials to the rear of 661 West Independence Street for a time period not to exceed ninety (90) days following the date of this document, or upon completion of the retaining

wall, backfill, and property restoration, if the project is completed in less than ninety (90) days. No access shall be allowed on the date of October 13, 2022, due to a Jackson R-2 Schools race event alongside this area.

7. Such temporary access shall be limited to a twenty-foot (20') strip of City Park property immediately adjacent to the tree line at the west property line, for a north/south distance up to two hundred (200) feet from the front property line of City Park. Access is for the purpose of equipment and material conveyance and does not include staging of materials within the access area or any other area of City Park.

8. Granting permission for equipment and material access within City Park does not imply or convey permission to access the neighboring property at 1030 Morgan Street or any other private property. Foster agrees to obtain property owner(s) permission for any needed access within any other properties.

9. The City will clearly mark the access area available for use by Foster.

10. Foster agrees to protect the City's recreation trail along West Independence Street from any vehicle, equipment, or other damage, at Foster's cost, during conveyance of materials and equipment and during the construction process and to repair any damage caused by the same in accordance with City of Jackson Street and Sidewalk Specifications

11. Foster agrees to restore to its previous condition all City Park property disturbed during the conveyance of equipment and materials, at Foster's cost, within fifteen (15) days of completion of the retaining wall, including installing grass seed mixture consisting of Champion 3+3 tall fescue mix or other sun or part sun fescue mix, spread at a minimum rate of 8 pounds per 1,000 square feet, and covered with a minimum one inch thick layer of straw mulch.

12. Foster agrees to restore to the owner's satisfaction, at Foster's cost, any private property disturbed by this project.

13. The value of the public easement has not been determined by a professional appraisal and has not been surveyed by either Foster or the City.

14. The City shall not be held responsible for any loss, damage or injury incurred by any party associated with the private retaining wall in the public easement.

15. Foster agrees to expose the existing buried manhole in the public easement and alter the landscape in a manner that maintains its visibility.

16. Nothing set forth herein shall be construed as an abandonment by the City of the public sewer and utility easement or its public utilities.

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

18. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri.

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

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

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

22. This City and Foster agree that this Memorandum of Understanding, and amendments, modifications and additions, shall be recorded in the Cape Girardeau County Recorder of Deed's Office.

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

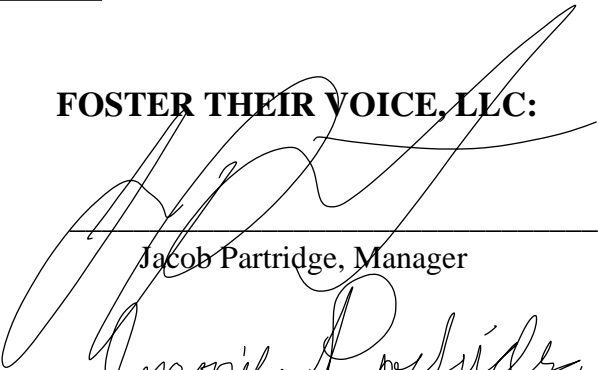
CITY OF JACKSON, MISSOURI:

Dwain Hahs, Mayor

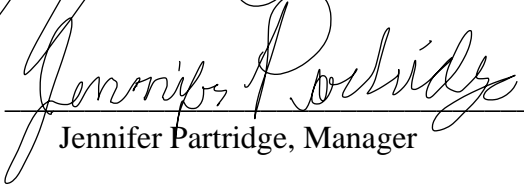
ATTEST:

Liza Walker, City Clerk

FOSTER THEIR VOICE, LLC:



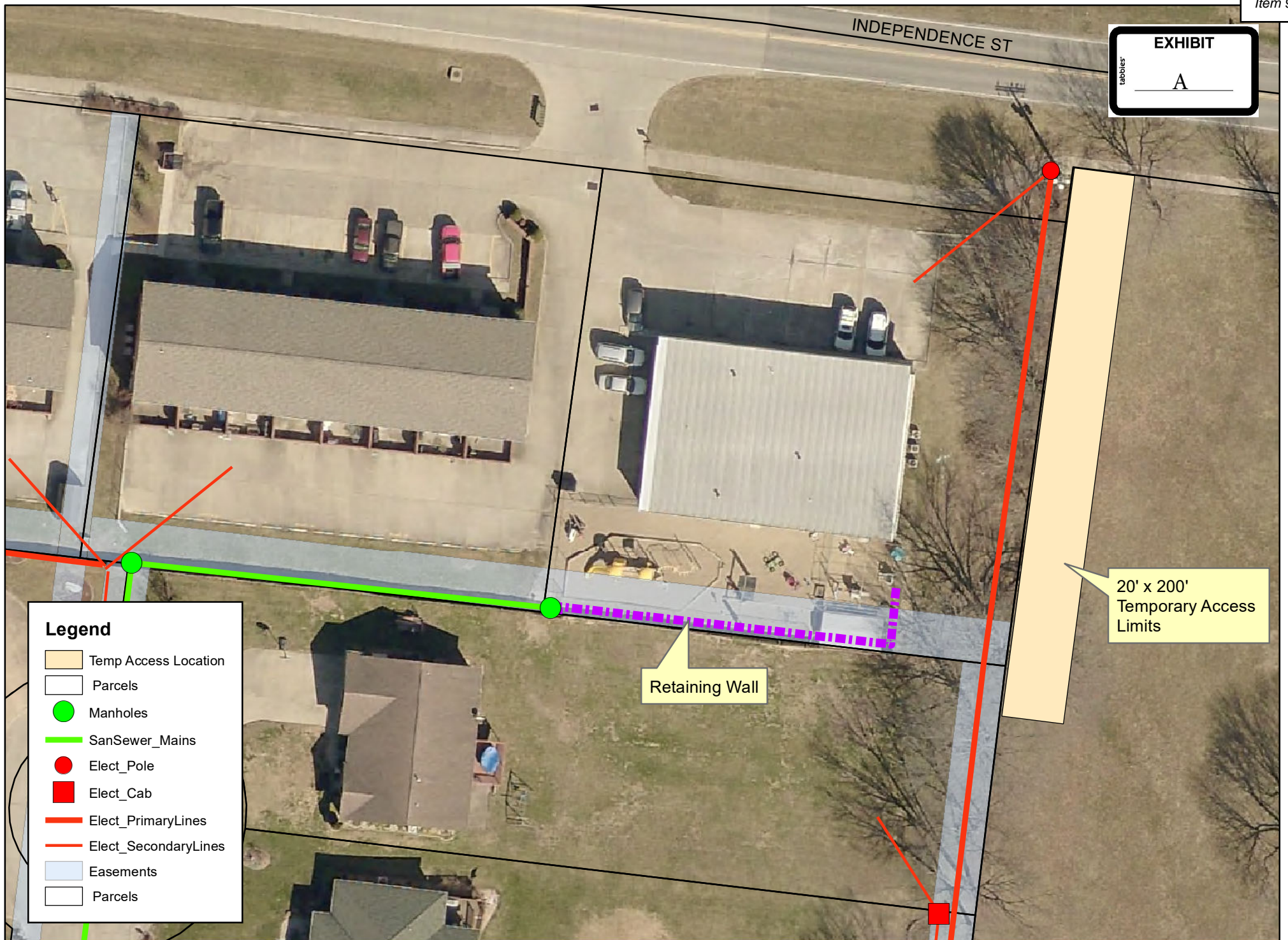
Jacob Partridge, Manager



Jennifer Partridge, Manager

EXHIBIT

A



Legend

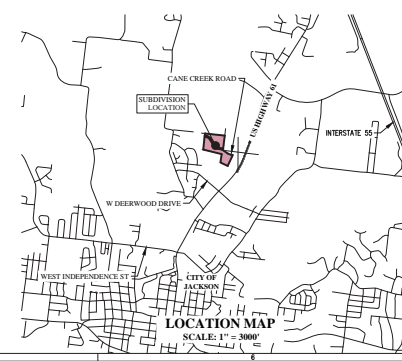
- Temp Access Location
- Parcels
- Manholes
- SanSewer_Mains
- Elect_Pole
- Elect_Cab
- Elect_PrimaryLines
- Elect_SecondaryLines
- Easements
- Parcels

MEMO



TO: Mayor Hahs and Members of the Board of Aldermen
FROM: Janet Sanders, Building & Planning Manager
DATE: September 1, 2022
SUBJECT: Jackson North Industrial Park – Preliminary Plat Renewal

It's the time of year again to renew the preliminary plat of the Jackson North Industrial Park to keep it current. The plat is attached.



901 Vine Street
P.O. Box 72
Poplar Bluff, MO 63902
Phone 573.785.9621
Fax 573.785.2651

SMITH & CO. ENGINEERS

August 5, 2022

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

RE: City of Jackson, MO
Hubble Ford Bridge Change Order No. 1

Dear Mr. Peetz:

Upon completion of the project, our inspector, Jim Hobbs, has provided me with field measured quantities of all bid items. The total amount of aggregate base and asphalt paving was increased from a bid quantity of 427SY to 590SY. This was due to the increase in total paving to remove a dip in the existing road on Parkview, in order to increase driver comfort. By increasing the amount of paving, the contractor was able to remove the dip, and improve the route.

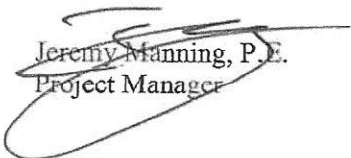
Next, the amount of substructure concrete was increased due to differing conditions of the rock below surface. We did core the site to determine where rock elevation was prior to design. However, upon excavation, we determined that the rock surface was very broken, and increased in total depth across the length of each bent. This required the total depth of the footings to increase.

Next, the total amount of rock blanket was decreased from design quantity. While placing the rip-rap, we determined in the field that all of the rock was not needed, and would result in partial constriction of the channel. Therefore, our inspector worked with the contractor in the field to place the required amount of slope-protection that would accommodate the field conditions.

Finally, the amount of stone veneer was increased to accommodate an error in the original bid quantities. A portion of the error was taken away by stair-stepping the elevation of stone veneer that is below grade, and not visible. However, additional stone was required to complete the bridge as shown on the plans. This value was increased from 1690SF to 2041SF. Attached is the signed change order.

If you have any questions or comments, please contact me or our Engineering Manager, William Cobb at (573) 785-9621.

Sincerely,


Jeremy Manning, P.E.
Project Manager

SMITH & CO.
ENGINEERS

CHANGE ORDER

SHEET NO. 1 OF 1

CHANGE ORDER NO. 1

TO Putz Construction CONTRACTOR
 YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT.

OWNER Jackson
 ROUTE Hubble Ford
 PROJECT Hubble Ford Bridge
 JOB NO. S&C # P200227
 MoDOT # NA

1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

This change order is required due to differing field conditions in regards to rock elevation and irregularities. Additional substructure concrete was required in order to key the footings into the proposed elevation. This was due to more rock variances than expected, and more fractured rock that required removal. Also, this change order is required in order to extend the length of paving. After meeting with the City Engineers, and the contractor, it was determined that extending the asphalt paving was a cost-effective step to improve the route. Finally, this change order is required to increase the amount of stone veneer. This is due to measurement differences in the field as opposed to the original plan quantity.

2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER

| [A] EST. LINE NO. | [B] CONTRACT ITEM NO. | [C] ITEM DESCRIPTION | [D] UNITS PREVIOUSLY PROVIDED FOR | [E] UNITS TO BE CONSTRUCTED | [F] UNITS OVERRUN UNDERRUN CONTINGENT | [G] CONTRACT OR AGREED UNIT PRICE | [H] AMOUNT OF OVERRUN OR PLUS CONTINGENT | [I] AMOUNT OF UNDERRUN OR MINUS CONTINGENT |
|----------------------------|--------------------------------|-----------------------------------|---|--------------------------------------|---|--|--|--|
| 1 | 5 | Type 1 Aggregate Base | 427 | 590.00 | 163.00 | \$16.00 | \$2,608.00 | \$0.00 |
| 2 | 6 | Asphalt Paving | 427 | 590.00 | 163.00 | \$55.00 | \$8,965.00 | \$0.00 |
| 3 | 8 | Type II Rock Blanket | 435 | 398.00 | -37.00 | \$50.00 | \$0.00 | -\$1,850.00 |
| 4 | 13 | Class B-1 Concrete (substructure) | 108 | 145.75 | 37.75 | \$796.00 | \$30,049.00 | \$0.00 |
| 5 | 19 | 4" Stone Veneer | 1690 | 2,041.00 | 351.00 | \$66.50 | \$23,341.50 | \$0.00 |
| TOTALS | | | | | | | \$64,963.50 | -\$1,850.00 |

3. SETTLEMENT OF COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

| | |
|---|--------------|
| 1. CONTRACT AMOUNT | \$549,538.50 |
| 2. OVERRUN THIS ORDER | \$63,113.50 |
| 3. OVERRUN PREVIOUS [LINE 4 ON PREV. ORDERS] | \$0.00 |
| 4. TOTAL OVERRUN TO DATE [2 + 3] | \$63,113.50 |
| 5. TOTAL [1 + 4] | \$612,652.00 |

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

Mahel Putz 8-10-22
 CONTRACTOR

DATE

SMITH & CO.

DATE

8/10/22

DATE

SUBMITTED JACKSON ENGINEER

MAYOR CITY OF JACKSON

DATE



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: August 29, 2022

RE: Klaus Park Force Main, Phase 1

Attached you will find Change Order Number 1 for the Klaus Park Force Main, Phase 1 project. This Change Order serves to resolve final quantities on the sanitary sewer force main relocation, as well as additional work to stabilize creek bank erosion that was endangering sewer and electric utilities along Ramsey Branch.

The balance of final quantities on the original force main relocation was a deduct of (\$2,896.00).

The amount to repair four creek bank scours that were endangering sewer and electric utilities is \$18,864.09. Making the final total of this Change Order \$15,968.09.

I recommend approving this Change Order to Persons and Son, Inc.

CHANGE ORDER

Prepared By



Endorsed By



CHANGE ORDER NO.: [#1]

Owner: City of Jackson, MO Owner's Project No.: n/a
 Engineer: Koehler Engineering and Land Surv., Inc Engineer's Project No.: 36822
 Contractor: Persons and Son, Inc. Contractor's Project No.: n/a
 Project: Klaus Park Force Main, Phase 1
 Contract Name:
 Date Issued: Effective Date of Change Order: Mon., Sept. 5, 2022

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


Description:

Final Quantities Adjustment and additional work to stabilize creek south of project (See Attached Cost Spreadsheet, Items 100-103).

Attachments:

Cost / Final Quantities Spreadsheet

| Change in Contract Price | | Change in Contract Times [State Contract Times as either a specific date or a number of days] | |
|--|--|--|--|
| Original Contract Price: | | Original Contract Times: | |
| \$ 149,798.00 | | Substantial Completion: Sept. 13, 2022 | |
| | | Ready for final payment: Oct. 13, 2022 | |
| [Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: | | Increase from previously approved Change Orders No.1 to No. 1: | |
| \$ n/a | | Substantial Completion: n/a | |
| | | Ready for final payment: n/a | |
| Contract Price prior to this Change Order: | | Contract Times prior to this Change Order: | |
| \$ 149,798.00 | | Substantial Completion: Sept. 13, 2022 | |
| | | Ready for final payment: Oct. 13, 2022 | |
| Increase this Change Order: | | Increase this Change Order: | |
| \$ 15,968.09 | | Substantial Completion: 0 Days | |
| | | Ready for final payment: 0 Days | |
| Contract Price incorporating this Change Order: | | Contract Times with all approved Change Orders: | |
| \$ 165,726.09 | | Substantial Completion: Sept. 13, 2022 | |
| | | Ready for final payment: Oct. 13, 2022 | |

| | | | |
|---------------------------------------|--|--|---|
| Recommended by Engineer (if required) | | Accepted by Contractor | |
| By: Chris Koehler, PE, PLS | | Robert Persons |  |
| Title: Project Engineer | | President | |
| Date: August 29, 2022 | | August 29, 2022 | |
| Authorized by Owner | | Approved by Funding Agency (if applicable) | |
| By: | | | |
| Title: | | | |
| Date: | | | |

KLAUS PARK FORCEMAIN UPGRADE, Change Order Cost Development**Change Order Summary**

| Item No. | Description | Unit | Plan Quantity | Bid Unit Price | Bid Amount | Added / Deducted Units: | Increase / Reduction in Cost: |
|---|---|------|---------------|----------------|---------------|-------------------------|-------------------------------|
| 1 | MOBILIZATION AND GENERAL CONDITIONS | LS | 1 | \$ 6,900.00 | \$ 6,900.00 | - | \$ - |
| 2 | SITE CLEARING / DEMOLITION (EX. TREES, FENCE, CONCRETE PAVEMENT ETC.) | LS | 1 | \$ 16,727.00 | \$ 16,727.00 | - | \$ - |
| 3 | EROSION CONTROL | LS | 1 | \$ 3,700.00 | \$ 3,700.00 | - | \$ - |
| 4 | SURFACE RESTORATION, SEEDING & MULCHING | LS | 1 | \$ 14,000.00 | \$ 14,000.00 | - | \$ - |
| 5 | CONNECTION TO EXISTING 6" DIA. FORCEMAIN | EA | 2 | \$ 6,700.00 | \$ 13,400.00 | - | \$ - |
| 6 | 6" DIA. FORCEMAIN | LF | 1495 | \$ 44.00 | \$ 65,780.00 | (15.00) | \$ (660.00) |
| 7 | AIR RELEASE VALVE | EA | 1 | \$ 7,512.00 | \$ 7,512.00 | - | \$ - |
| 8 | AIR RELEASE VALVE VAULT | EA | 1 | \$ 6,587.00 | \$ 6,587.00 | - | \$ - |
| 9 | 6" DIA. 45 DEGREE BENDS FOR FORCEMAIN | EA | 3 | \$ 1,000.00 | \$ 3,000.00 | - | \$ - |
| 10 | 10" THICK CONCRETE PAVEMENT REPLACEMENT | SF | 166 | \$ 22.00 | \$ 3,652.00 | (16.00) | \$ (352.00) |
| 11 | ROCK REMOVAL | CY | 20 | \$ 250.00 | \$ 5,000.00 | (20.00) | \$ (5,000.00) |
| 12 | REMOVE OVERBURDEN MATERIAL FROM FORCEMAIN PATH | CY | 1000 | \$ 3.50 | \$ 3,500.00 | 554.00 | \$ 1,939.00 |
| | | | | | | | |
| 100 | Repair Fence along Property Line to keep horses in | LS | | \$ 1,177.00 | | 1 | \$ 1,177.00 |
| 101 | Clear / Shape Bank, Remove / Replace Fencing along Creek | LS | | \$ 4,970.67 | | 1 | \$ 4,970.67 |
| 102 | Furnish and Place Rip-Rap along Creek Bank | TON | | \$ 72.15 | | 183.36 | \$ 13,229.42 |
| 103 | Gravel Drive Replacement in lieu of Concrete Drive Replacement | SF | | \$ 8.00 | | 83 | \$ 664.00 |
| | | | | | | | |
| Subtotal Estimate for Klaus Park Forcemain Upgrade, Phase 1 | | | | | \$ 149,758.00 | | \$ 15,968.09 |

Total Contract Price after Change Order #1 (Final)**\$ 165,726.09**

RESOLUTION NO. #2022-_____

RESOLUTION

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, EXPRESSING SUPPORT OF A TRAFFIC ENGINEERING ASSISTANCE PROGRAM APPLICATION TO THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR THE MAIN STREET CORRIDOR PEDESTRIAN SAFETY STUDY.

WHEREAS, the City of Jackson, Missouri constructs, operates, and maintains an extensive network of public streets, sidewalks, and recreation trails for the benefit of their citizens, school students, and the public at large, and;

WHEREAS, the Board of Aldermen of the City has adopted a Comprehensive Plan, a City Wide Transportation Plan, an ADA Transition Framework Plan, and has appointed a Planning and Zoning Commission, and said Commission has adopted a Major Street Plan, and;

WHEREAS, the Board of Directors of the Southeast Metropolitan Planning Organization has adopted a Metropolitan Transportation Plan establishing goals and objectives for transportation plans, projects, and programs within the metropolitan area, and said Organization has adopted the Regional Bicycle & Pedestrian Plan; and

WHEREAS, the City has the responsibility to provide for the general health, safety, and welfare of citizens within their jurisdiction and that the provision of safe and effective vehicular and pedestrian transportation systems is part of that responsibility, and;

WHEREAS, the City desires to apply for Traffic Engineering Assistance Program funds for the Main Street Corridor Pedestrian Safety Study; and;

WHEREAS, the Pedestrian Safety Study is consistent with the goals and objectives of the ADA Transition Plan; and

WHEREAS, the Board of Aldermen finds the Pedestrian Safety Study will provide analyses and recommendations for improving pedestrian safety on Main Street between West Jackson Boulevard and Hope Street.

NOW, THEREFORE, BE IT RESOLVED:

1. That the City, through its Board of Aldermen, does hereby express and confirms its support for the submittal of a Traffic Engineering Assistance Program application to the Missouri Department of Transportation for the funding of the Main Street Corridor Pedestrian Safety Study.

2. That this Resolution shall be submitted as soon as practical upon its passage to the Missouri Department of Transportation in Sikeston, Missouri, as an attachment to the program application.

3. That the City hereby commits to any and all follow-up actions that may be necessary to secure funding of said project in the most timely and economical manner possible.

PASSED AND APPROVED this 6th day of September, 2022, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

ATTEST

BY: _____
Mayor

City Clerk

BILL NO. 22-____

ORDINANCE NO. 22-____

AN ORDINANCE ACCEPTING THE PLAT OF A EGGIMANN'S FUNNY FARM ESTATES; 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, Teddy D. and Cara E. Eggimann, husband and wife, have platted Eggimann's Funny Farm Estates, a Resubdivision of Lots 2, 3, 4 and 5 of Eastview 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 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 a Resubdivision of Lots 2, 3, 4 and 5 of Eastview Subdivision, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein.

Section 2. 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: September 6, 2022.

SECOND READING: September 6, 2022.

PASSED AND APPROVED this 6th day of September, 2022, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

EXHIBIT

A



SUBDIVISION APPLICATION

City of Jackson, Missouri

NAME OF SUBDIVISION: Eggimann's Funny Farm Estates

DATE OF APPLICATION: 7/27/2022

TYPE OF APPLICATION:

| | |
|-------------------------------------|-------------------|
| <input type="checkbox"/> | PRELIMINARY PLAT |
| <input type="checkbox"/> | FINAL PLAT |
| <input checked="" type="checkbox"/> | MINOR SUBDIVISION |
| <input type="checkbox"/> | RESUBDIVISION |

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

Property Owner Name(s): Teddy D. & Cara E. Eggimann

Mailing Address: 524 E. Jackson Blvd.

City, State ZIP: Jackson, MO 63755

ENGINEER / SURVEYING COMPANY: Koehler Engineers & Land Surveyors

Engineer / Surveyor Contact: Garrett Richardet

Mailing Address: 194 Coker Ln.

City, State ZIP: Cape Girardeau, MO 63755

Contact's Phone: 573-579-9163

CONTACT PERSON HANDLING APPLICATION:

Contact Name: Teddy D. Eggimann

Mailing Address: 524 E. Jackson Blvd.

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-279-9163

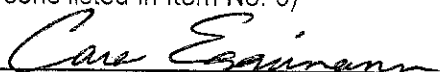
Email Address (if used): reggimann@sbcglobal.net

CURRENT ZONING: (circle all that apply)

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

OWNERS' SIGNATURES:

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




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

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

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

To whom it my concern :

I Teddy D Eggimann and Cara E Eggimann are asking for a variance from the requirement to have a 10' utility easement around the boundary of the subivision, and from the minimum lot width of 75'.

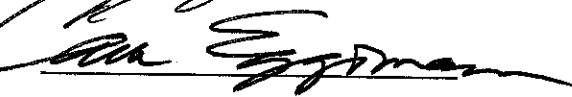
Sincerely:

Teddy & Cara Eggimann

Teddy D Eggimann



Cara E Eggimann














A RESUBDIVISION OF LOTS 2, 3, 4 AND PART OF LOT 5 OF EASTVIEW SUBDIVISION IN THE CITY OF JACKSON, AS SHOWN BY PLAT RECORDED IN PLAT BOOK 4 AT PAGE 33, LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI.



-  = FOUND 1/2" IRON ROD
 = SET 1/2" IRON ROD
 = FOUND IRON PIPE
 = PROPERTY LINE
 = ADJACENT PROPERTY LINE
 = RIGHT OF WAY LINE
 = ORIGINAL LOT LINE

THIS SURVEY OF A TRACT OF RURAL PROPERTY WAS
PERFORMED IN ACCORDANCE WITH THE CURRENT STANDARDS
FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF
MISSOURI AS MADE EFFECTIVE JUNE 30, 2017.

RECORD OWNER

TEDDY D & CARA E EGGSMANN ET UX
509 EASTVIEW CT, JACKSON, MO, 63755
DOCUMENT NO. 2054-10895

ZONING

ZONING
PROPOSED LOT NO. 1 IS ZONED R-2, SINGLE-FAMILY
RESIDENTIAL AND R-4 GENERAL RESIDENTIAL
MINIMUM LOT AREA: 8,000 SQ. FT.
MINIMUM LOT WIDTH: 75 FT.
FRONT YARD SETBACK: 30 FT.
REAR YARD SETBACK: 25 FT.
SIDE YARD SETBACK: 8 FT.
PROPOSED LOT NO. 2 IS ZONED R-4, GENERAL
RESIDENTIAL
MINIMUM LOT AREA: 8,000 SQ. FT.
MINIMUM LOT WIDTH: 75 FT.
FRONT YARD SETBACK: 30 FT.

LOT SIZES

TOTAL SUBDIVISION AREA = 28136.0 SQ. FT. (0.6 ACRES)
SMALLEST LOT SIZE = 7405.2 SQ. FT. (0.17 ACRES)
LARGEST LOT SIZE = 18730.8 SQ. FT. (0.43 ACRES)

FLOODPLAIN NOTE

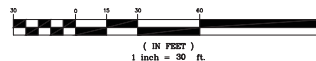
NO PORTION OF THE PROPERTY FALLS WITHIN THE
100 YEAR FLOODPLAIN, AS INDICATED ON THE
FLOOD INSURANCE RATE MAP COMMUNITY PANEL
NO. 29031C 0143 E WITH AN EFFECTIVE DATE OF
SEPTEMBER 29, 2011.

DEVELOPER OF SUBINSON AND FLAT

PREPARED FOR
TEDDY EGGMAN
508 EASTVIEW CT. JACKSON, MD. 63755

FLAT PREPARED BY AND LAND SURVEYING

SERVICES PROVIDED BY:
KOEHLER ENGINEERING AND LAND SURVEYING INC.
194 COKER LANE
CAPE GIRARDEAU, MO 63701
(314) 481-1100



WE, THE UNDERSIGNED, TEDDY D EGGMAN AND CARA E EGGMAN, HUSBAND AND WIFE, OWNERS OF ALL OF LOTS 2, 3, 4 AND 5 OF EASTVIEW SUBDIVISION AS RECORDED IN PLAT BOOK 4 AT PAGE 33 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, IN THE CITY AND COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, DO HEREBY RE-SUBDIVIDE SAID LOTS INTO NEW LOTS AS SHOWN HEREON, AND NAME SAID SUBDIVISION, "EGGMANN'S FUNNY FARM ESTATES".

TEDDY D. EGGIMANN

STATE OF MISSOURI

COUNTY OF CAPE GIRARDEAU)
)SS

ON THIS _____ DAY OF _____, A.D. 20____, BEFORE ME, A NOTARY PUBLIC FOR SAID STATE AND COUNTY, PERSONALLY APPEARED TEDDY D. AND CARA E. EGGIMAN, HUSBAND AND WIFE, KNOWN TO ME TO BE THE PERSONS DESCRIBED HEREIN, WHO ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE AFORESAID STATE AND COUNTY, THE DATE FIRST ABOVE WRITTEN.

MY TERM EXPIRES _____

NOTARY PUBLIC

I, LIZA WALKER, CITY CLERK OF THE CITY OF JACKSON, MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY OF JACKSON, MISSOURI.

BY ORDINANCE NO. _____ PASSED _____

BY ORDINANCE NO. _____ PASSED
AND APPROVED THIS _____ DAY OF _____ A.D. 20____

LIZA WALKER, CITY CLERK

KENT PEETZ, PUBLIC WORKS DIRECTOR

HARRY DRYER, PLANNING AND ZONING COMMISSION CHAIRMAN

DWAIN HAHS, MAYOR

STATE OF MISSOURI

COUNTY OF CAPE GIRARDEAU)SS
)

FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF CAPE GIRARDEAU

COUNTY, MISSOURI, IN DOCUMENT NO. _____ AT JACKSON, MISSOURI.

ON THIS _____ DAY OF _____, A.D. 20____

ANDREW DAVID BLATTNER
RECORDER OF DEEDS OF CAPE GIRARDEAU COUNTY, MISSOURI

KOEHLER

Professional Engineers & Land Surveyors

194 Coker Lane

Cape Girardeau, Missouri 63701

| | | | | |
|---------------|-------------------|----------|-------------|----------|
| CREATED BY: | GARRETT RICHARDET | REV/DATE | DESCRIPTION | INITIALS |
| CHECKED BY: | TRAVIS STEFFENS | | | |
| SURVEY DATE: | 7-8-22 | | | |
| DRAWING DATE: | 7-13-22 | | | |
| DRAWING NO: | 36564 | | | |

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 *LOCHMUELLER GROUP, INC. OF EVANSVILLE, INDIANA*, RELATIVE TO *PROVIDING SERVICES UNDER A MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented 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 **Lochmueller Group, Inc. of Evansville, Indiana**. 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: September 6, 2022.

SECOND READING: September 6, 2022.

PASSED AND APPROVED this 6th day of September, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 2022,
by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation*** (the “City”) and ***LOCHMUELLER GROUP, INC.*** (the “Engineer”).

WHEREAS, the City has determined that from time to time the City requires professional engineering and architectural services to assist its staff with studies, design and/or construction improvements, operations and maintenance, and the management of various engineering projects; and

WHEREAS, Engineer submitted appropriate qualifications for the provision of such services; and

WHEREAS, the City has agreed to accept Engineer’s qualifications.

NOW, THEREFORE, in consideration of the above premises and promises contained herein, and other good and valuable consideration, the adequacy and sufficiency which we hereby acknowledge, each party hereby agrees as follows:

SECTION A – Scope

1. Engineer shall serve as a professional engineering consultant to the City with regard to various assignments to which this Agreement shall apply, with said assignments to be individually authorized by the City on a task order basis. All services performed under the terms of this Agreement shall be performed under the direction of a professional engineer registered in

the State of Missouri and qualified in the particular field related to each specific assignment. The authorization of assignments (task orders) under this Agreement shall be accomplished as described in subsequent sections of this Agreement.

SECTION B – Authorization of Services

2. The services of the Engineer pertaining to any specific task order for which the City desires to obtain said services shall be initiated and performed by the Engineer only upon written Authorization, duly agreed to and properly executed by an authorized representative of both City and Engineer.

3. Projects where engineering fees are anticipated to exceed \$3,000.00 require the Engineer to submit a written scope of work, cost estimate, and project schedule to the City. A written notice to proceed from the City must be obtained by the Engineer prior to commencing with any work. The cost estimate is not to be exceeded without written approval from the City. For all projects anticipated to exceed \$3,000.00, task order authorizations shall be forwarded to the Mayor and Board of Aldermen for approval.

4. Engineer need not provide written cost estimates or schedules where the City requests informal engineering assistance or Engineer's review, comment, attendance at meetings, and similar services if the costs are not anticipated to exceed \$3,000.00 per project. Such services are to be provided to the City on a time and materials basis according to the terms of this Agreement. Verbal requests for services can only be relied and acted upon by Engineer if issued by the City Administrator, Assistant City Administrator, Director of Administrative Services, or the Director of Public Works.

SECTION C – Compensation for Engineering Services

5. The attached schedule of rates (Exhibit A) is provided by Engineer and agreed upon by the City as the unit rates for labor on all services. If Engineer engages a subcontractor, the cost of subcontracted services and materials shall not be billed to the City in an amount in excess of Engineer's rate schedule. Reimbursable expenses shall not be subject to markup and shall be invoiced at actual cost. All reimbursable expenses and their rates shall be listed in the rate schedule. The attached rate schedule can be modified only through a written addendum to this Agreement and changes are subject to the approval of the City Administrator. By approving the ordinance adopting this Agreement, the Board of Aldermen hereby delegates authority to approve addenda increasing the Engineer's rates to the City Administrator.

6. Invoices for engineering services shall be submitted on a monthly basis. Separate invoices shall be submitted per project. Invoices must include the project name, task order number, and a brief description of the services provided during the billing period. Additionally, each invoice shall include a breakdown of personnel, hours worked, and materials used on the project. All invoices are to be sent to the attention of the Director of Public Works.

SECTION D – Miscellaneous Provisions

7. No portion of the work covered by this Agreement except as provided herein shall be sublet or transferred without written consent and approval of City Administrator, Assistant City Administrator, or Director of Public Works. The subletting of the work shall in no way relieve the Engineer of Engineer's primary responsibility of the quality and performance of the work. The Engineer will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under Engineer's control.

8. Subcontracting shall not, under any circumstances, relieve the Engineer of liability or of any obligations under this Agreement. The Engineer must see that the work is being carried on in accordance with the requirements of Engineer as Engineer will be held strictly accountable for the work. A violation of this provision shall be good cause to terminate this Agreement.

9. In providing the services under this Agreement, the Engineer shall perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. All plans, specifications, and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the professional engineer endorsing the work. However, it is agreed that work performed for City user rate studies may be done by or in conjunction with financial and rate professionals and may not require a professional engineer registered in the State of Missouri.

10. The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records, and other records pertaining to this project for a period not less than five years following final payment. Even upon the expiration of said five-year term, Engineer shall not destroy any of the above-listed records without first giving the Director of Public Works thirty days' notice in writing. The Public Works Director shall then, at the City's option, take possession of such records on the City's behalf and at no additional cost to the City. If the City has not exercised its option to take custody of the file after thirty days, Engineer may then destroy the records. Engineer's records of City's projects shall be made available for inspection by authorized representatives of the City.

11. Drawings, details, specifications, engineering calculations, designs, and other data prepared under this Agreement shall be delivered to and become the property of the City upon termination or completion of work at no additional cost to the City. All such information produced under this Agreement shall be available for use by the City without restriction or limitation on its use, provided that in doing so the City complies with the laws of the State of Missouri. It is agreed that any such reuse by City will be at City's sole risk and without liability or legal exposure to Engineer and that the City shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Engineer shall maintain its intellectual property rights in its drawings, details, specifications, engineering calculations, and designs utilized in the performance of services under this Agreement. However, nothing herein shall be construed to limit the use of drawings, details, specifications, engineering calculations, designs, and other data prepared under this Agreement by the City.

12. The City may terminate the Agreement at any time by giving written notice. If the Agreement is terminated because the project is abandoned or postponed by the City, the Engineer will be paid for actual expenses incurred up to the time of termination. If the Agreement is terminated due to services that the City, in its judgment, deems unsatisfactory, or if the Engineer fails to prosecute the work with due diligence, the City may procure completion of the work in the manner as it considers to be in the best interest of the City. The Engineer will be responsible for any additional cost in excess of the rate schedule and any other damages the City may sustain by reason of the termination of this Agreement due to unsatisfactory performance.

13. In the event that Engineer does not receive from the City at least one task order authorization during a period of three years, both the City and Engineer agree that this

Agreement shall be terminated by the City due to inactivity. Thereafter, the parties may enter into a new Master Agreement for Professional Engineering/Architectural Services at the discretion of the parties. However, regardless of any frequency of work performed by the Engineer, the City may update, amend, alter, or terminate the Agreement; or otherwise issue addendum to the Agreement at any time by giving written notice.

14. Work performed under this Agreement must be satisfactory to the City. The City shall have the final say in determining such questions. If after the City determines that work performed under this Agreement is unsatisfactory and if the parties are unable to resolve a remedy of the issue, then the City may seek such redress and remedy as are available under the terms of this Agreement or otherwise at law.

15. The Engineer agrees to keep information and materials provided by the City, or prepared by the Engineer in performance of this Agreement, confidential except to the extent disclosure is reasonably necessary to carry out and provide engineering services.

16. Except for paragraph 11 above, to the fullest extent permitted by law, Engineer agrees to indemnify, defend, and hold harmless the City, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss, or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses were caused by the negligence or other wrongdoing of Engineer or of any supplier or subcontractor, or their agents or employees,

directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of City or any of its agents or employees. The duty to defend does not apply to professional liability claims.

17. Engineer shall purchase and maintain the following insurance, at Engineer's expense:

- Professional Liability Insurance with a minimum limit of \$1,000,000 each claim / \$2,000,000 general aggregate written on a claim basis.
- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used by Engineer with a combined single limit of \$1,000,000 minimum.
- Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.

18. Engineer shall make City an additional insured on the general liability of insurance that Engineer is required to maintain under the Agreement documents. Similarly, Engineer shall require insurance with the same coverage and limits from its subcontractors and suppliers and their insurance policies shall be endorsed to name the same additional insureds as required of Engineer. Each additional insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also

arising out of the named insured's completed operations. All completed operations coverages shall be maintained by Engineer and its subcontractors or suppliers for five years following the completion of the work. Any coverage available to City as a named insured shall be secondary so that the coverage to the City as an additional insured on the policies maintained by Engineer and subcontractors is primary. City reserves the right to selectively trigger any one or more insurance policies that afford City coverage, whether as a named insured or as an additional insured. Engineer agrees that City shall be provided at least sixty days advance written notice of any cancellation or rescission of any policy that Engineer or any of its subcontractors or suppliers is required to maintain under the Agreement documents. Prior to commencing work, Engineer shall provide City certificates of insurance evidencing the required coverages. City's receipt or review of any certificate of insurance reflecting that Engineer or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the Agreement documents shall not constitute a waiver of any of City's insurance rights under the Agreement documents, with all such rights being fully and completely reserved by the City.

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

20. The Engineer shall comply with all federal, state, and municipal laws, regulations, and ordinances, including, but not limited to, environmental and labor statutes and regulations.

21. Engineer agrees that during the life of this Agreement it will not discriminate against any employee, applicant for employment, or subcontractor because of race, religion, and

national origin. A similar nondiscrimination provision will be included in all subcontracts entered into in the performance of this Agreement. Violation of this provision shall be good cause for the City to terminate this Agreement, and any payment due or subsequently accruing to the Engineer under this Agreement may be subject for forfeiture in the event of multiple violations of this paragraph.

22. The Engineer understands that this Agreement is non-exclusive and that the City is contracting with multiple engineers in order to best provide for its citizens' need for professional engineering services. By executing this Agreement the Engineer waives any and all complaints it might otherwise have against the City as to the particular engineering Engineer assigned individual tasks or projects. The assignment of projects through task orders authorized under this Agreement shall be in the City's sole discretion and no party to this Agreement shall be entitled to any minimum frequency or dollar amount of task orders.

23. This Agreement shall bind the parties hereto, their successors, and assigns.

24. This Agreement and attached addendum (if any) constitute the entire Agreement between the parties and supersede any prior representations, offers, negotiations, or understandings between the parties with respect to the subject matter of this Agreement.

25. This Agreement shall be taken and deemed to have been fully executed and made by the parties in and governed by the laws of the State of Missouri for all purposes and intents. The venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

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

CITY OF JACKSON, MISSOURI

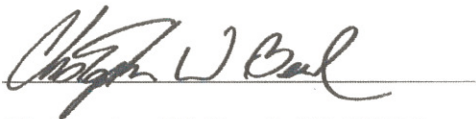
By: _____

Dwain L. Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

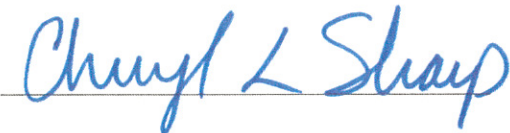
LOCHMUELLER GROUP, INC.



Christopher W. Beard, PE, PTOE

Director of Traffic Engineering & Planning

ATTEST:





411 North 10th Street, Suite 220, St. Louis, Missouri 63101

820 S. Main Street, Suite 207, St. Charles, Missouri 63301

2022 HOURLY RATE SCHEDULE

PROFESSIONAL ENGINEERING AND PLANNING SERVICES

| Classification | Hourly Rate |
|--|-------------|
| Senior Project Manager III | \$275 |
| Senior Project Manager II | \$230 |
| Senior Project Manager I | \$225 |
| Senior Project Engineer I | \$215 |
| Project Liaison | \$190 |
| Project Engineer IV | \$195 |
| Project Engineer III | \$170 |
| Project Engineer II | \$140 |
| Project Engineer I | \$130 |
| Engineering Intern III | \$135 |
| Engineering Intern II | \$120 |
| Engineering Intern I | \$115 |
| Senior Transit/NEPA Specialist | \$205 |
| Senior Landscape Architect | \$135 |
| Planner IV | \$150 |
| Planner III | \$135 |
| Planner II | \$120 |
| Planner I | \$105 |
| Engineering Designer IV | \$170 |
| Engineering Designer III | \$140 |
| Engineering Designer II | \$130 |
| Engineering Designer I | \$115 |
| Environmental Specialist IV | \$155 |
| Environmental Specialist III | \$145 |
| Environmental Specialist II | \$120 |
| Environmental Specialist I | \$97 |
| Environmental Technician II | \$120 |
| Environmental Technician I | \$92 |
| Environmental Geologist | \$150 |
| Historian/Section 106 Specialist III | \$150 |
| Historian/Section 106 Specialist II | \$112 |
| Certified Construction Inspector II | \$122 |
| Certified Construction Inspector I | \$100 |
| Senior Appraiser | \$200 |
| Right of Way Services Specialist | \$160 |
| Realty Specialist | \$95 |
| Senior Graphic Designer | \$130 |
| Administrative Assistant | \$75 |
| Student Intern | \$75 |
| Field Technician | \$65 |

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at a rate of \$0.50 per mile. Direct expenses include but are not limited to: mileage, filing fees, testing costs and express mail costs, provided that they are reasonable and necessary for the accomplishment of the work.

These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2022

Item 15.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|------------------------------------|
| PRODUCER German American Insurance 4424 Vogel Rd Evansville IN 47715 | CONTACT NAME: Kathy Beasley | |
| | PHONE (A/C, No, Ext): 812-437-7370 | FAX (A/C, No): 888-840-5705 |
| | E-MAIL ADDRESS: kathy.beasley@germanamerican.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : EMC Insurance Companies | 21415 |
| INSURED Lochmueller Group, Inc. 6200 Vogel Rd. Evansville IN 47715 | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

COVERAGES**CERTIFICATE NUMBER:** 233972848**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Independent <input type="checkbox"/> Contractors GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | Y | | 6X41127 | 1/24/2022 | 1/24/2023 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LEASED EQUIPMENT \$ 100,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 6X41127 | 1/24/2022 | 1/24/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | 6X41127 | 1/24/2022 | 1/24/2023 | EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | 6X41127 | 1/24/2022 | 1/24/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Jackson is an additional insured by blanket additional insured endorsement.

CERTIFICATE HOLDER**CANCELLATION**City of Jackson
101 Court St.
Jackson MO 63755

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Diana M. Wilderman

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

01/28/2022

Item 15.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|-------------------------------|--|--|-------|
| PRODUCER | CONTACT NAME: Holly Gill-Gaither | | |
| Walker Professional Insurance | PHONE (A/C, No, Ext): (317)759-9321 | | |
| PO BOX 55 | FAX (A/C, No): | | |
| | E-MAIL ADDRESS: Holly@WalkerProfessional.com | | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # | |
| Carmel | IN 46082 | INSURER A: Travelers Casualty And Surety Co Of America | 31194 |
| INSURED | | INSURER B: Berkley Insurance Company | 32603 |
| Lochmueller Group, Inc. | | INSURER C: Arch Specialty Insurance Company | 21199 |
| 6200 Vogel Road | | INSURER D: | |
| | | INSURER E: | |
| Evansville | IN 47715 | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 22-23 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|------------------------------|----------|----------------|-------------------------|-------------------------|--|
| A | COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cyber Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 106652847 | 02/01/2022 | 12/01/2022 | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ Per Claim \$ 5,000,000 |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | | | | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Professional Liability Claims Made Form | | | AEC-9052169-04 | 02/01/2022 | 12/01/2022 | Per Claim Limit \$5,000,000 Aggregate Limit \$5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

30 days notice of cancellation, except for non-payment, shall be provided to the certificate holder for Professional Liability. Waiver of subrogation is provided on the Professional Liability policy in favor of the insured's client only if required by written contract.

C: C-4N7X-115675-CEPSME-2022 Cyber Liability Excess \$5,000,000 per claim and \$5,000,000 aggregate Effective 2/1/22 to 12/1/22.

CERTIFICATE HOLDER

CANCELLATION

City of Jackson
101 Court Street

Jackson

MO 63755

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES, OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION

This endorsement modifies insurance provided under the following:

SCHEDULE

| Name of Additional Insured Person(s) Or Organization(s): | City Project Title |
|--|--------------------|
| City of Jackson, Missouri | |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

 1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

 1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Authorized Insurance Representative:
