



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN STUDY SESSION**

**Monday, April 17, 2023 at 6:30 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**DISCUSSION ITEMS**

- [1.](#) Presentation of the Main Street Corridor Pedestrian Safety Study
- [2.](#) April 12th Planning & Zoning Commission report
- [3.](#) April 10th Park Board report
4. Update on the Comprehensive Plan
- [5.](#) Rezoning of 403 and 409 East Main Street and 108 South Georgia Street by the City of Jackson
- [6.](#) Roof repairs to Water Well #5 and the Water Sale Station
- [7.](#) East Jackson Boulevard Roadway Lighting Project - engineering services proposal
8. Discussion of previously tabled items (unspecified)
9. Additional items (unspecified)

Posted on 04/14/2023 at 04:00 PM.



# City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: April 12, 2023

RE: Main Street Corridor Pedestrian Safety Study

In November 2022, the City was awarded a Traffic Engineering Assistance Program (TEAP) grant for the study of Main Street from West Jackson Boulevard to Hope Street. The purpose of the study is to identify possible solutions to improve the safety of pedestrians traveling along and crossing Main Street. The Lochmueller Group, Inc has completed the study and will be presenting final recommendations to the Mayor and Board of Aldermen.

# MEMO



**TO:** Mayor Hahs and Members of the Board of Aldermen  
**FROM:** Larry Miller, Building & Planning Manager  
**DATE:** April 14, 2023  
**SUBJECT:** April P&Z Packet

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The following actions were taken at the April P&Z meeting:

- P&Z Commission voted to approve a minor subdivision plat of Independence Center Eighth Subdivision submitted by Douglas Siding, LLC.

If you have questions on these items, please contact me at 243-2300 or [lmiller@jacksonmo.org](mailto:lmiller@jacksonmo.org).



**CITY OF JACKSON**  
**PLANNING & ZONING COMMISSION MEETING AGENDA**  
**Wednesday, April 12, 2023 at 6:00 PM**  
**City Hall, 101 Court Street, Jackson, Missouri**

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Bill Fadler  
Tony Koeller  
Michelle Weber  
Tina Weber

**Harry Dryer, Chairman**  
Joe Baker, Alderman Assigned  
Mike Seabaugh, Alderman Assigned  
Larry Miller, Staff Liaison

Angelia Thomas  
Heather Harrison  
Beth Emmendorfer  
Eric Fraley

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF MINUTES**

1. Approval of the March 8, 2023 regular minutes

**OLD BUSINESS**

2. None

**NEW BUSINESS**

3. Consider a request for approval of a minor subdivision plat of Independence Center Eighth Subdivision as submitted by Douglas Siding, LLC.

**CONSIDER A MOTION TO ADD ITEMS TO THE AGENDA**

**ADJOURNMENT**

This agenda was posted at City Hall on April 10, 2023, at 1:00 PM.

JOURNAL OF THE PLANNING & ZONING COMMISSION  
CITY OF JACKSON, MISSOURI  
WEDNESDAY, March 8, 2023, 6:00 P.M.  
REGULAR MEETING  
CITY HALL COUNCIL ROOM, 101 COURT STREET, JACKSON, MISSOURI

The Planning and Zoning Commission met in regular session with Commissioners Tony Koeller presiding and Beth Emmendorfer, Michelle Weber, Heather Harrison, Tina Weber, Eric Fraley, and Bill Fadler present. , Chairman Harry Dryer and Commissioner Angelia Thomas were absent. Building & Planning Manager Larry Miller was present as staff liaison. Alderman Joe Bob Baker and Mike Seabaugh were present. No citizens were attending.

Approval of February 8, 2023 )  
regular meeting minutes )

The minutes of the previous meeting were unanimously approved on a motion by Commissioner Tina Weber, seconded by Commissioner Emmendorfer.

#### PUBLIC HEARINGS

Public Hearing –Public hearing regarding )  
a text amendment to Chapter 65 (Zoning) )  
regarding defining & limiting tiny houses )

Commissioner Koeller opened the hearing. Mr. Miller read a report detailing the dates of the application and notifications for this request.

Commissioner Koeller closed the hearing, finding no one wishing to speak in favor or opposition.

#### OLD BUSINESS

Considered text amendments to )  
Chapter 65 (Zoning) regarding defining & )  
limiting tiny houses )

Commissioner Koeller asked if there needed to be a discussion or if anyone had any questions.

Seeing no discussion or questions, Commissioner Koeller asked for a motion to approve the text amendments. Commissioner Fadler made a motion to approve the text amendments, which was seconded by Commissioner Tina Weber.

Vote: 7 ayes, 0 nays, 0 abstentions, 2 absent

New Business )

There was no new business.

Consider a motion to add items )  
to the agenda )

No items were added to the agenda.

Consider a motion to adjourn )

Commissioner Tina Weber motioned to adjourn, which was seconded by Commissioner Harrison and unanimously approved.

Respectfully submitted,

Tony Koeller  
Planning and Zoning Commission Secretary

Attest:

Larry Miller  
Building & Planning Manager

*NOTE: ACTION (IF ANY) ON LAND EXCHANGE CERTIFICATIONS, COMPREHENSIVE PLAN, AND MAJOR STREET PLAN IS FINAL APPROVAL; ALL OTHER ACTION TAKEN BY THE PLANNING AND ZONING COMMISSION SERVES AS A RECOMMENDATION TO THE BOARD OF ALDERMEN AND NOT AS FINAL APPROVAL OF THE ITEMS CONSIDERED AT THIS MEETING.*

## Staff Report

**ACTION ITEM:** Request for approval of a minor subdivision plat of a Resubdivision of Lot 10 of Independence Center Eight

**APPLICANT:** Douglas Siding, LLC.

**APPLICANT STATUS:** Property Owner

**PURPOSE:** To subdivide an existing duplex into separate lots.

**SIZE:** 16,103 sq. ft.

**PRESENT USES:** Duplex / Attached Single Family Dwelling

**PROPOSED USE:** Attached single-family homes with separate ownership

**SURROUNDING LAND USE:** O-1 Professional Office district in all directions

**HISTORY:** This property was constructed as a duplex s with a 2-hour fire-rated separation

**TRANSPORTATION AND PARKING:** All required street frontage and parking currently exist.

**APPLICABLE REGULATIONS:** Land Subdivision Regulations (Chapter 57)

**2009 COMPREHENSIVE PLAN:**

**FLOODPLAIN INFORMATION:** This property is not located in a floodplain per FEMA panel 29031C0139E DATED 9-29-2011

**PHYSICAL CHARACTERISTICS:** No unusual characteristics were noted.

**COMMENTS:** The subdivision plat has been reviewed for compliance with the Land Subdivision Regulations

**ACTION REQUIRED:** The Commission shall approve or deny this request. The Commission's action serves as a recommendation to the Board of Alderman. A positive recommendation requires a simple majority of the Board of Alderman for approval, and a negative recommendation requires a super-majority (6 votes).



## SUBDIVISION APPLICATION FORM

### City of Jackson, Missouri

**NAME OF SUBDIVISION:** INDEPENDENCE CENTER EIGHTH

**DATE OF APPLICATION:** 03-29-2023

**PROPERTY OWNERS:** (all legal property owners exactly as listed on the deed)

Names, Addresses & Phone #s: DOUGLAS SIDING LLC  
1826 LEWIS DRIVE  
JACKSON, MO 63755

**CONTACT PERSON HANDLING APPLICATION:**

Contact's Name: DOUG DOUGLAS

Contact's Mailing Address: RT 4 BOX 111  
MARBLE HILL, MO 63764

Contact's Phone: 573-576-2224

**ENGINEER / SURVEYOR:**

Company Name, Addresses & Phone #: STRICKLAND ENGINEERING  
113 W. MAIN ST., SUITE 1  
JACKSON, MO 63755

**TYPE OF SUBDIVISION APPLICATION:** (check all applicable items)

- |                                                                |                                                       |
|----------------------------------------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Preliminary plat approval             | <input type="checkbox"/> Final plat approval          |
| <input checked="" type="checkbox"/> Minor subdivision approval | <input type="checkbox"/> Re-subdivision plat approval |

**LEGAL DESCRIPTION OF TRACT:** (attach separate page if necessary)

**ZONING:** Indicate the current zoning district classification of the entire tract to be developed (circle all that apply):

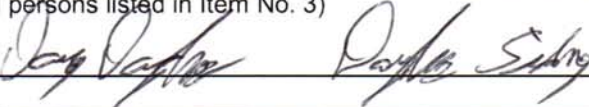
- |                                         |                                  |
|-----------------------------------------|----------------------------------|
| R-1 Single Family Residential           | C-1 Local Commercial             |
| R-2 Single Family Residential           | C-2 General Commercial           |
| R-3 One and Two Family Residential      | C-3 Central Business District    |
| R-4 General Residential                 | C-4 Planned Commercial District  |
| MH-1 Mobile Home Park                   | CO-1 Enhanced Commercial Overlay |
| CO-1 Enhanced Commercial Overlay        | I-1 Light Industrial             |
| <b>0-1 PROFESSIONAL OFFICE DISTRICT</b> | I-2 Heavy Industrial             |
|                                         | I-3 Planned Industrial Park      |

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



**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)

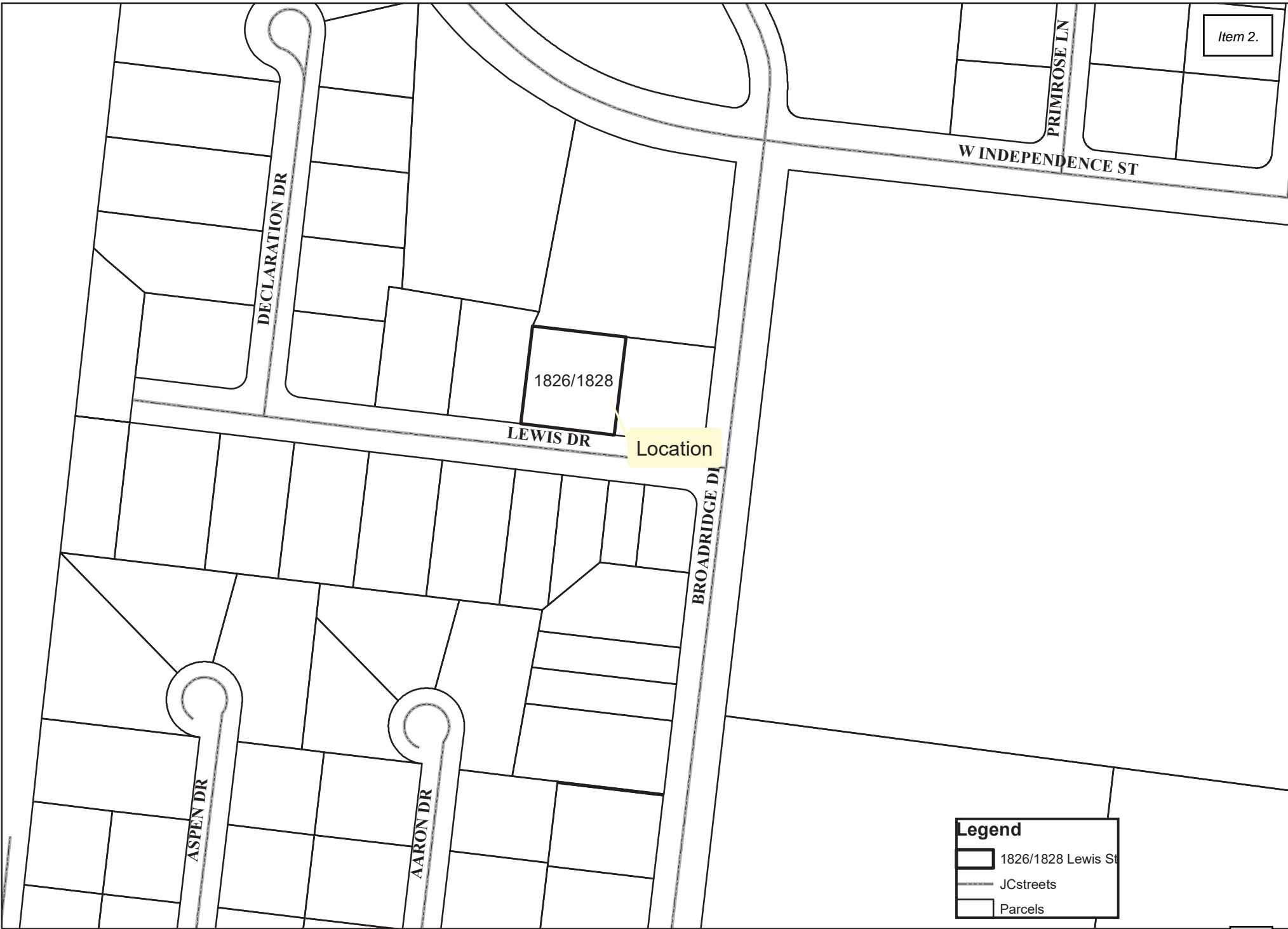


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Please submit the completed application along with the applicable application fee to:

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](mailto:jsanders@jacksonmo.org)






Item 2.

1826/1828

Location

**Legend**

-  1826/1828 Lewis St
-  JCstreets
-  Parcels



1826/1828 Lewis Drive  
Proposed Property Change





Item 2.

1826/1828

Location

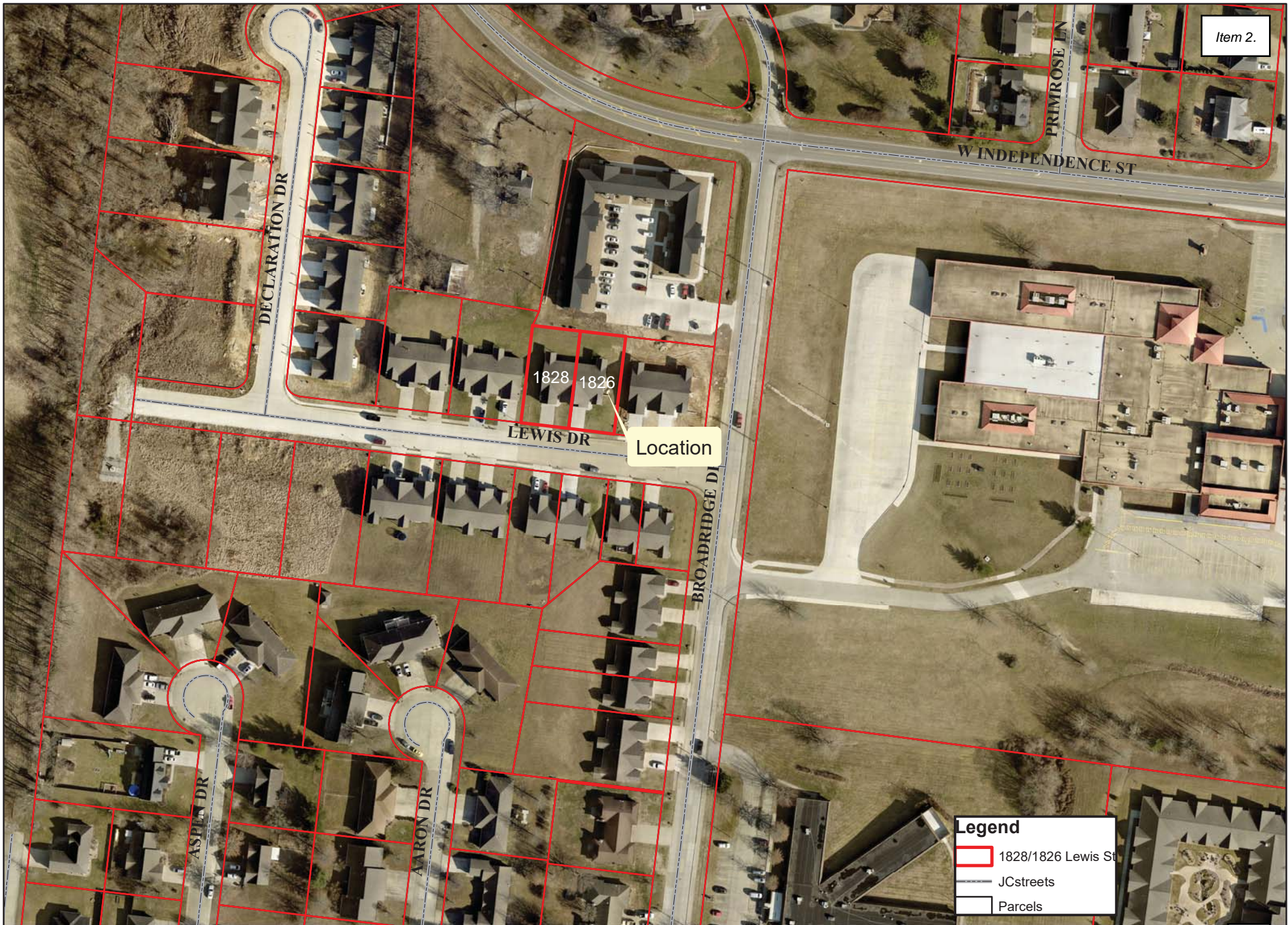
**Legend**

- 1826/1828 Lewis St
- JCstreets
- Parcels



1826/1828 Lewis Drive  
Current Property





1826/1828 Lewis Drive  
Proposed Property Change



# MINOR SUBDIVISION PLAT INDEPENDENCE CENTER EIGHTH SUBDIVISION

A RESUBDIVISION OF LOT 10 OF INDEPENDENCE CENTER THIRD, AS  
RECORDED IN DOCUMENT NO. 2015-08435, BEING PART OF U.S.P.S. NO. 326,  
TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN  
IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI



## REFERENCES

1. DOCUMENT NO. 2016-00825 (SUBJECT)
2. DOCUMENT NO. 2016-02069
3. DOCUMENT NO. 2018-11702
4. DOCUMENT NO. 2022-03905
5. DOCUMENT NO. 2015-08435

## FLOODPLAIN NOTE

NO LOTS WITHIN INDEPENDENCE CENTER EIGHTH ARE LOCATED WITHIN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 295265 0139E FOR CAPE GIRARDEAU COUNTY, MISSOURI, EFFECTIVE DATE SEPTEMBER 29, 2011.

## ACCURACY STANDARD: TYPE URBAN

## BUILDING SETBACKS

30' FRONT SETBACKS  
25' REAR SETBACKS  
8' SIDE SETBACKS

## ZONING CLASSIFICATION

"O-1" PROFESSIONAL OFFICE DISTRICT

No. OF LOTS = 2  
SMALLEST LOT SIZE : 8031 SQ. FT.  
LARGEST LOT SIZE : 8072 SQ. FT.

## LEGEND

1. 1/2" IRON ROD (SET)
2. 5/8" IRON ROD W/ALUM CAP (SET)
3. IRON ROD W/CAP (FOUND)
4. IRON ROD (FOUND)
5. IRON PIPE
6. STONE
7. COTTON PICKER SPINDLE
8. CHISELED CROSS
9. GRADER BLADE
10. ALUMINUM MONUMENT
11. RIGHT-OF-WAY MARKER
12. (M) MEASURED
13. (R) RECORDED

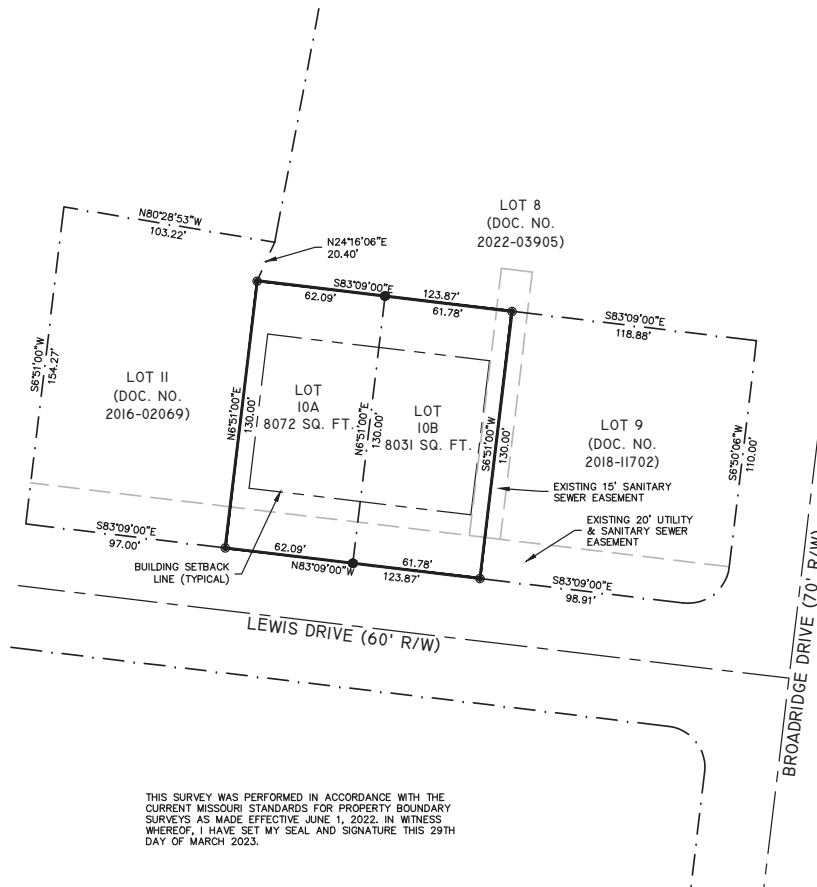
— — — — — PROPERTY/LOT LINE

— — — — — BUILDING SETBACK LINE

— — — — — EASEMENT LINE

— — — — — CENTERLINE

— — — — — SUBDIVISION BOUNDARY LINE



THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE  
CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY  
SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS  
WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 29TH  
DAY OF MARCH 2023.

RODNEY W. AMOS, MO-PLS 2007000072  
113 WEST MAIN STREET  
JACKSON, MISSOURI 63755

STATE OF MISSOURI  
COUNTY OF CAPE GIRARDEAU

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023 AND DULY

RECORDED IN DOCUMENT NUMBER \_\_\_\_\_

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

## SUBDIVISION DEDICATION

THE UNDERSIGNED, DOUGLAS SIDING, L.L.C., A MISSOURI LIMITED LIABILITY COMPANY, THE OWNER OF ALL OF LOT 10, INDEPENDENCE CENTER THIRD, JACKSON, MISSOURI, AS RECORDED IN DOCUMENT NO. 2015-08435 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE NORTH 06°51'00" EAST ALONG THE WEST LINE OF SAID LOT 10, 130.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 10; THENCE LEAVING SAID WEST LINE, SOUTH 83°09'00" EAST ALONG THE NORTH LINE OF SAID LOT 10, 123.87 FEET TO THE NORTHEAST CORNER OF SAID LOT 10; THENCE LEAVING SAID NORTH LINE, SOUTH 06°51'00" WEST ALONG THE EAST LINE OF SAID LOT 10, 130.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 10, ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF LEWIS DRIVE; THENCE LEAVING SAID EAST LINE, NORTH 83°09'00" WEST ALONG THE SOUTH LINE OF SAID LOT 10, ALSO BEING THE NORTH RIGHT OF WAY LINE OF SAID LEWIS DRIVE, 123.87 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 0.37 ACRES, (16,103 SQ. FT.) MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

WE DECLARE THAT WE HAVE CAUSED THE FOREGOING DESCRIBED TRACT OF LAND TO BE SUBDIVIDED INTO LOTS AS NUMBERED AND DESIGNATED ON THE ANNEXED PLAT AND THAT WE HAVE NAMED SAID SUBDIVISION "INDEPENDENCE CENTER EIGHTH SUBDIVISION", AND DO DEDICATE ALL RIGHT-OF-WAYS WITHIN THE AFORESAID SUBDIVISION TO THE PUBLIC USE FOREVER FOR STREET AND UTILITY USE, AND DO HEREBY ESTABLISH AND DEDICATE TO THE PUBLIC USE FOREVER PERMANENT UTILITY, SEWER AND DRAINAGE EASEMENTS ACROSS CERTAIN PORTIONS OF THE AFORESAID SUBDIVISION WHICH ARE SET FORTH ON THE ANNEXED PLAT.

DETAILED RESTRICTIONS FOR ALL LOTS IN "INDEPENDENCE CENTER THIRD" HAVE BEEN RECORDED IN A SEPARATE INSTRUMENT IN DOCUMENT NO. 2015-08434 IN THE LAND RECORDS OF THE COUNTY RECORDERS OFFICE.

IN WITNESS WHEREOF, I HAVE CAUSED THESE PRESENTS TO BE SIGNED BY US THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

DOUG DOUGLAS, MEMBER  
DOUGLAS SIDING, LLC  
A MISSOURI LIMITED LIABILITY CORPORATION

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, BEFORE ME APPEARED DOUG DOUGLAS, TO ME PERSONALLY KNOWN, BEING A MEMBER OF DOUGLAS SIDING LLC, WHO BEING BY ME DULY SWORN, DID SAY THAT HE IS THE PERSON DESCRIBED HEREIN AND DID EXECUTE THE FORGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY NOTARIAL SEAL ON THE DAY AND YEAR ABOVE WRITTEN.

\_\_\_\_\_  
NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

I, LIZA WALKER, CITY CLERK OF THE CITY OF JACKSON, MISSOURI HEREBY  
DECLARE THAT THIS PLAT WAS PRESENTED TO AND APPROVED BY THE BOARD  
OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2022, BY BILL NO. \_\_\_\_\_ ORDINANCE

NO. \_\_\_\_\_

\_\_\_\_\_  
LIZA WALKER, CITY CLERK

\_\_\_\_\_  
APPROVED BY:

\_\_\_\_\_  
DWAYN HAHNS, MAYOR

\_\_\_\_\_  
JANET SANDERS, PUBLIC WORKS  
DIRECTOR

\_\_\_\_\_  
HARRY DRYER, CHAIRMAN PLANNING  
AND ZONING COMMISSION



**STRICKLAND  
ENGINEERING**

113 WEST MAIN STREET  
JACKSON, MISSOURI 63755  
TEL: 573-243-4080  
FAX: 573-243-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

**RECORD PLAT FOR  
INDEPENDENCE CENTER  
EIGHTH SUBDIVISION  
JACKSON, MO**

SCALE	1"=40'
DATE	03-29-2023
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	23-050

# Jackson Park Board



April 10, 2023

6:00 pm

Regular Meeting | Civic Center

## Agenda

Board Members Present

Recognition Of Visitors: Ted Clark & Bruce Loy

Reading Of Previous Meeting Minutes

### Old Business

- 1) Soccer Park Field Projects
- 2) American Rescue Funds Project Updates
- 3) 2023 Pool Programs & Schedule

### New Business

- 1) Walk Jackson Prize

Committee Reports

    Playground Committee

Civic Center Report

Parks & Recreation Director's Report

Adjournment

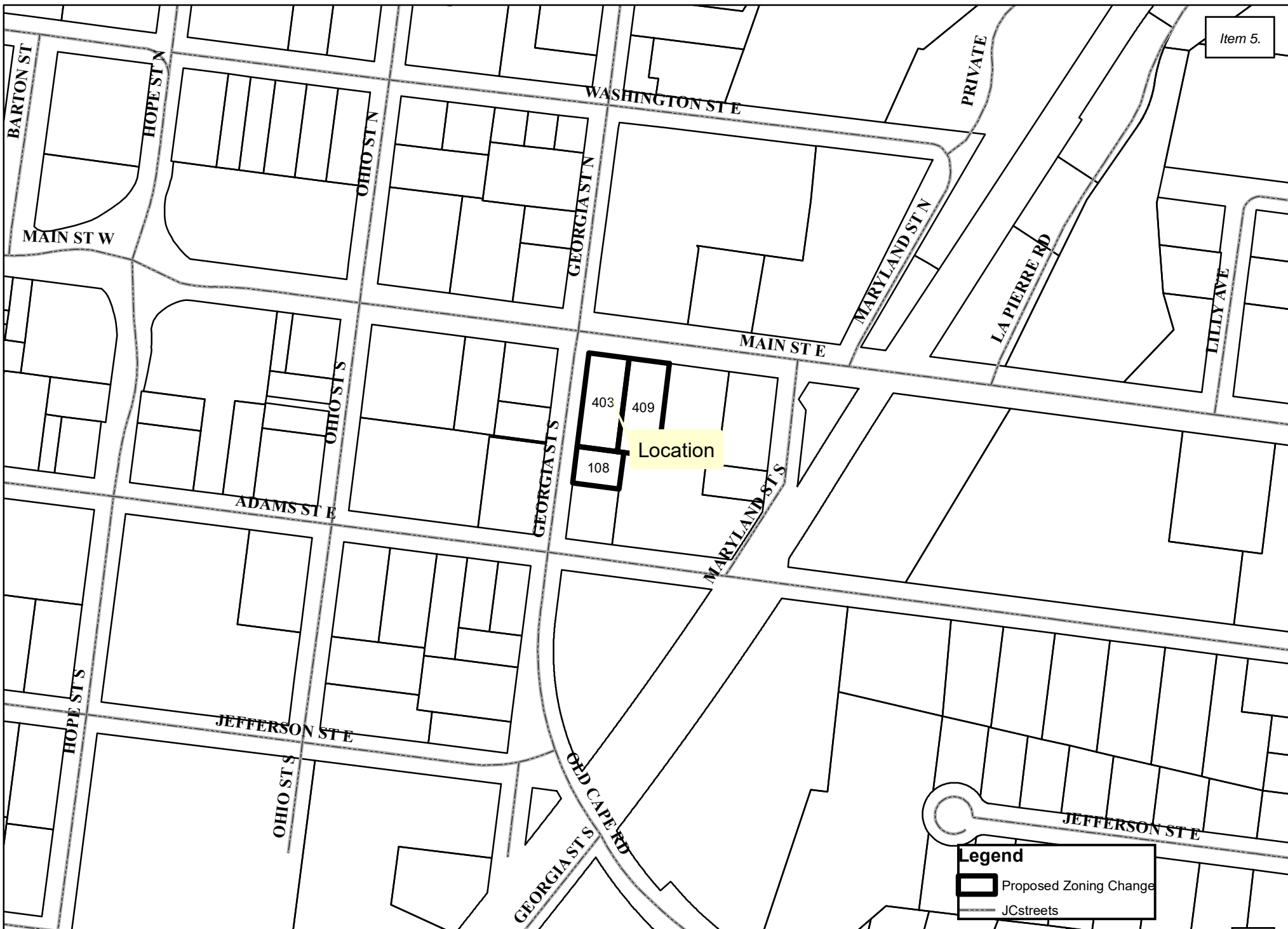
# MEMO



**TO:** Mayor Hahs and Members of the Board of Aldermen  
**FROM:** Larry Miller, Building & Planning Manager  
**DATE:** April 11, 2023  
**SUBJECT:** Comprehensive Rezoning E Main Street and S Georgia Street

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- Three properties are currently zoned I-2 Heavy Industrial District and are now used as single-family residences. This falls under nonconforming use, and all nonconforming uses that are more than 65% destroyed must comply with the zoning district's regulations. This means they could not build back as a single family since it is an I-2 Heavy Industrial District.
- Banks do not want to lend money for these types of nonconforming uses.
- Rezoning to a C-3 Central Business District would allow these properties to continue as single-family residences.



Item 5.

WASHINGTON ST E

PRIVATE

BARTON ST

HOPE ST N

MAIN ST W

OHIO ST N

GEORGIA ST N

MARYLAND ST N

LA PIERRE RD

LILLY AVE

MAIN ST E

403

409

108

Location

OHIO ST S

GEORGIA ST S

MARYLAND ST S

ADAMS ST E

HOPE ST S

OHIO ST S

JEFFERSON ST E

OBED CAPE RD

GEORGIA ST S

JEFFERSON ST E

Legend



Proposed Zoning Change

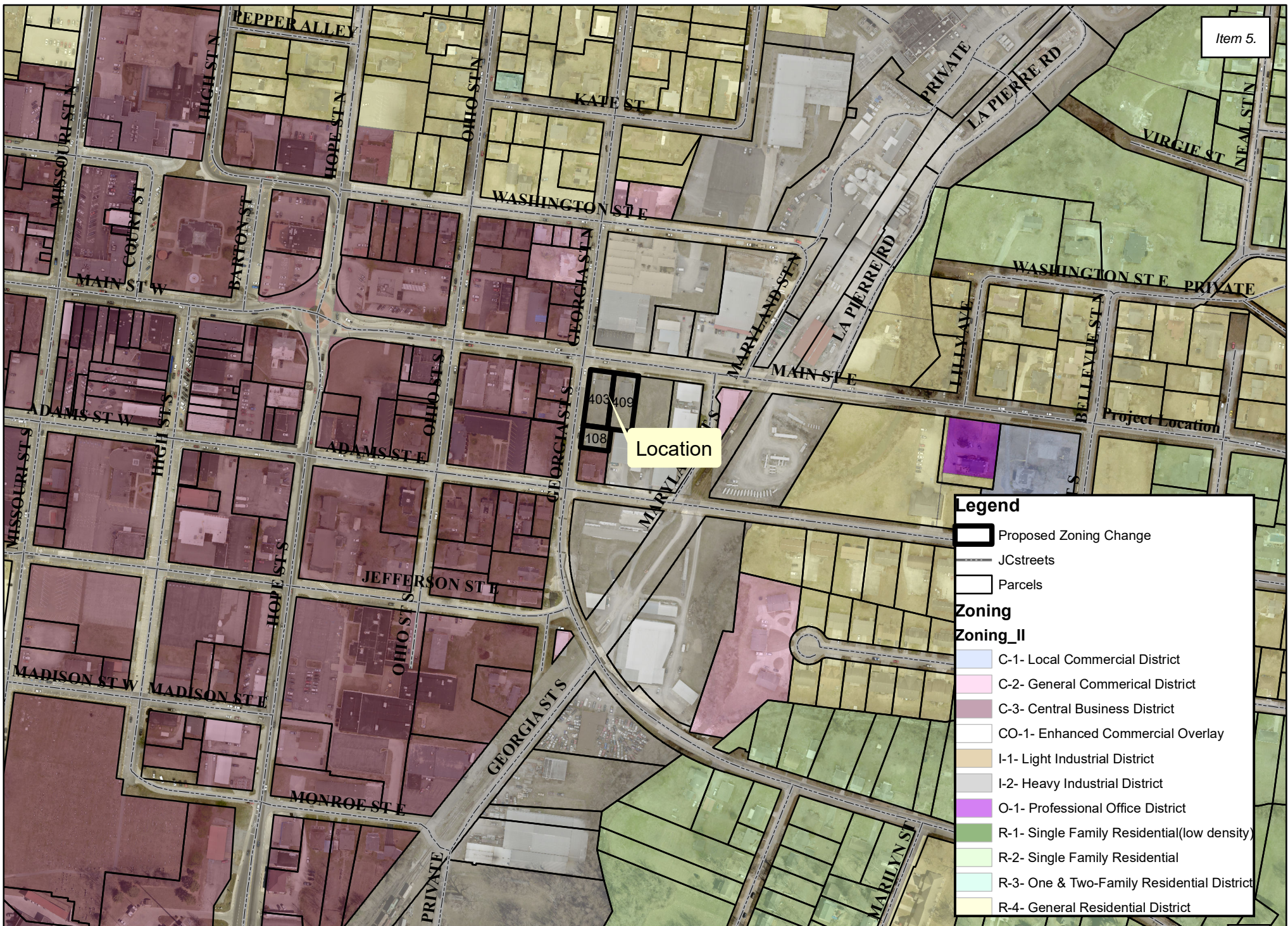
JC Streets



108 South Georgia Street, 403/409 East Main  
Proposed Zoning Change from I-2 Heavy Industrial District to C-3 Central Business District

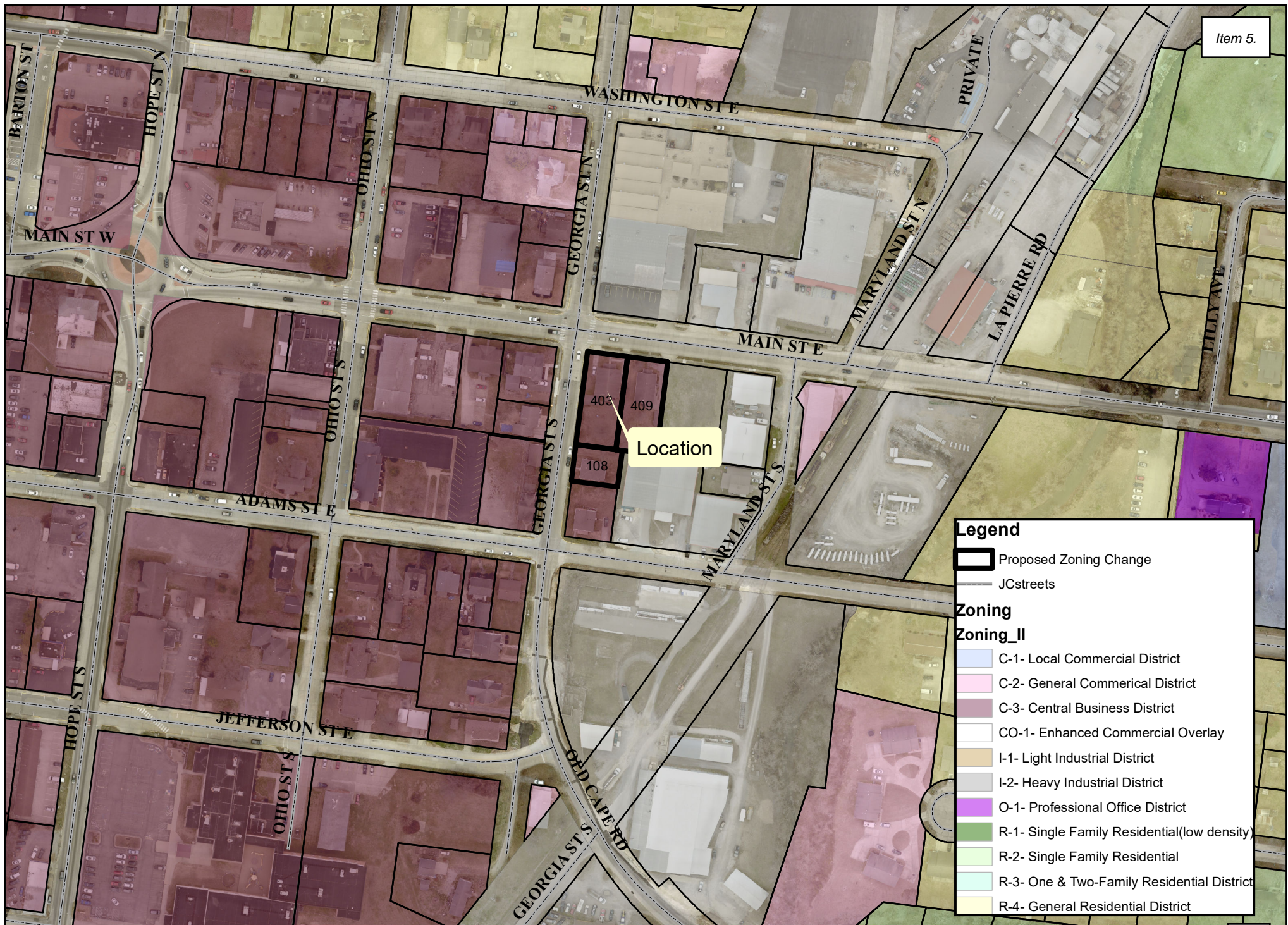
3/28/2016  
By: TCham





108 South Georgia Street, 403/409 East Main  
 Current Zoning Change from I-2 Heavy Industrial District to C-3 Central Business District





**Legend**

Proposed Zoning Change

JCstreets

**Zoning**

**Zoning\_II**

- C-1- Local Commercial District
- C-2- General Commerical District
- C-3- Central Business District
- CO-1- Enhanced Commercial Overlay
- I-1- Light Industrial District
- I-2- Heavy Industrial District
- O-1- Professional Office District
- R-1- Single Family Residential(low density)
- R-2- Single Family Residential
- R-3- One & Two-Family Residential District
- R-4- General Residential District



108 South Georgia Street, 403/409 East Main  
Proposed Zoning Change from I-2 Heavy Industrial District to C-3 Central Business District



# MEMO



**TO:** Mayor Hahs and Members of the Board of Aldermen  
**FROM:** Janet Sanders, Public Works Director  
**DATE:** April 14, 2023  
**SUBJECT:** Water Department Roofing Contracts

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Attached are two contracts prepared for the replacement of roofs on two of the Water Department's structures. The larger is the Water Salesman building, which is the building behind the power plant where water haulers can pay and load water into their trucks. The second is the little building housing Well #5. Cardwell Roofing was selected based on the following quotes for the projects:

**Cardwell Roofing, LLC**

Well #5 - \$950  
Water Salesman - \$6,500  
Total bid amount - \$7,450

**Todt Roofing, LLC**

Total bid amount - \$10,875

**Daniel's Roofing, LLC**

Total bid amount - \$10,300

If the Board is agreeable, the contracts will be signed by the contractor, proof of insurance will be obtained, and they will return to you in regular session on May 1<sup>st</sup> for approval.

## CONTRACT

**THIS CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF JACKSON, MISSOURI**, a municipal corporation, (the “**City**”) and **Cardwell Roofing LLC** (the “**Company**”), **WITNESSETH:**

**WHEREAS**, the City has determined that it requires a contract agreement for repairs to be made to some of its facilities roofs; and,

**WHEREAS**, the Company submitted an appropriate quote for the provision of such services; and,

**WHEREAS**, the City has agreed to accept Company’s quote.

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

### **SECTION A – Scope**

1. **DESCRIPTION OF WORK:** The Company hereby acknowledges that it shall repair the roof to Water Sale Station located at 420 Florence Street, within the City.

### **SECTION B – Authorization of Services**

1. Required services are denoted in Exhibit A and will include, but not limited by:
  - a) Screw down ½” hard board over existing roof;
  - b) Installation of flash penetrations according to specifications;
  - c) Glue down .60 TPO over hard board;
  - d) Turn bar edges of TPO and install new metal edging;
  - e) Roof repair;
  - f) Roll magnet around perimeter of building;

- g) All work with a twenty (20) year warranty on materials and workmanship; and
  - h) All work to be completed within sixty (60) days from date of execution of this Contract.
2. Specific assignments for recommended additional services require the Company to submit a change order to the City containing a written scope of work and cost estimate schedule. A written notice to proceed from the City must be obtained by the Company prior to commencing with any recommended additional services.

### **SECTION C – Compensation for Company’s Services**

1. The City shall pay the Company Six Thousand Five Hundred Dollars (\$6,500.00) in one lump sum following completion of the roof repairs.

### **SECTION D – Miscellaneous Provisions**

1. No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without written consent and approval of the Director of Public Works. The subletting of the work shall in no way relieve the Company of primary responsibility for the quality and performance of the work. The Company will give personal attention to the faithful completion of the work and will keep all aspects of the work under Company’s control.
2. Subcontracting shall not, under any circumstances, relieve the Company of liability or of any obligations under this Contract. The Company shall at all times have a supervising representative other than the subcontractor at a work site.
3. Work performed under this Contract must be satisfactory to the City. The City shall have the final say in determining such questions. Unsatisfactory work shall be sufficient justification for immediate termination of this Contract.

4. The Company shall provide proof of insurance, including public liability and property damage insurance and worker's compensation insurance for all employees employed on City projects. Certificates of insurance must be in a form and amount acceptable to the City. Company shall provide the City ten days written notice prior to canceling insurance coverage. The City shall have absolute discretion as to the sufficiency of Company's insurance.
5. The Company must furnish proof of public liability, property damage, and workmen's compensation insurance as follows:
  - 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 Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used 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.
  - Additional Insured Endorsement naming the City of Jackson as an additional insured.
  - City of Jackson listed as Certificate Holder on the signed Certificate of Insurance.
  - Insufficient or lapsed insurance coverage at any time will be good cause for termination of this Contract.
  - No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.
6. The Company shall indemnify and save harmless the City, its officers, agents, employees, and servants against all loss, damage, or expenses that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of

- property damage, injury to or death of any person or persons, including all persons performing any work under the Contract.
7. The Company shall comply with all federal, state and municipal laws, regulations and ordinances, including, but not limited to, environmental and labor statutes and regulations.
  8. The Company agrees that during the life of this Contract 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 Contract. Violation of this provision shall be good cause for the City to terminate this Contract, and any payment due or subsequently accruing to the Company under this Contract may be subject for forfeiture in the event of violation of this paragraph.
  9. This Contract shall bind the parties hereto, its successors and assigns.
  10. This Contract and attached exhibits constitute the entire Contract between the parties and supersedes any prior representations, offers, negotiations or understandings between the parties with respect to the subject matter of this Contract.
  11. This Contract shall be deemed to have been fully executed and made by the parties herein and governed by the internal laws of the State of Missouri for all purposes and intents. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Contract, or regarding its alleged breach, shall be instituted in the Circuit Court of Cape Girardeau County, Missouri.
  12. The Company hereby certifies that the information provided to the City and in any attachments listed herein is true and correct to the best of the Company's knowledge

and agrees to have any of the statements checked by the City unless the Company has indicated to the contrary. The Company authorizes the references listed to provide the City any and all information concerning the Company's previous employment and any pertinent information that they may have. Further, the Company releases all parties and persons from any and all liability for any damages that may result from furnishing such information to the City as well as from the use or disclosure of such information by the City or any of its agents, employees or representatives. The Company understands that any misrepresentation, falsification or material omission of information may result in the Company's failure to be awarded a contract or termination of contract.

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

(Left Blank Intentionally)



**CITY OF JACKSON, MISSOURI**

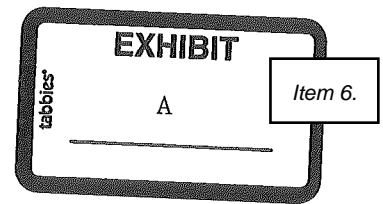
By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

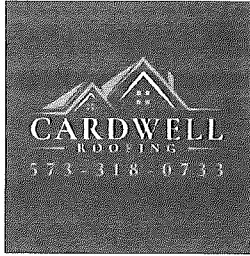
**CARDWELL ROOFING, LLC**

By: \_\_\_\_\_  
President/Member



Prepared For

City Of Jackson Water Department  
420 Florence Street  
Jackson , Mo 63755



### Cardwell Roofing LLC

700 Chestnut Street  
Scott City, Mo 63780  
Phone: (573) 318-0733  
Email: caseycardwell88@gmail.com  
Web: cardwellroofing.net.

Estimate # 1202

Date 03/07/2023

Description	Quantity
Screw down 1/2" hard board over existing roof	1
Flash penetrations according to specs	1
Glue down .60 TPO Over hardboard	1
Roof Reapir	1
Turn bar edges of tpo and install new metal edging	1
-Roll magnet roller around perimeter of building	1
—20 year warranty on materials and labor—	1

**Subtotal** \$6,500.00

**Total** **\$6,500.00**

**Notes:**

Water salesman

A handwritten signature in black ink, appearing to read 'Casey Cardwell', written in a cursive style.

Signed on: 03/07/2023

Casey Cardwell

City Of Jackson Water Department

## CONTRACT

**THIS CONTRACT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the ***CITY OF JACKSON, MISSOURI***, a municipal corporation, (the “**City**”) and **Cardwell Roofing LLC** (the “**Company**”), **WITNESSETH:**

**WHEREAS**, the City has determined that it requires a contract agreement for repairs to be made to some of its facilities roofs; and,

**WHEREAS**, the Company submitted an appropriate quote for the provision of such services; and,

**WHEREAS**, the City has agreed to accept Company’s quote.

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

### **SECTION A – Scope**

1. **DESCRIPTION OF WORK:** The Company hereby acknowledges that it shall repair the roof to Well #5 located at 503 Wayne Street, within the City.

### **SECTION B – Authorization of Services**

1. Required services are denoted in Exhibit A and will include, but not limited by:
  - a) The removal of all shingles down to the decking;
  - b) The installation of:
    - i. Landmark certainteed architectural shingles;
    - ii. Synthetic (felt paper) underlayment;
    - iii. Drip edge around the perimeter of building;
    - iv. Starter Strip around perimeter of building;

- v. Ridge cap with any ridges/hips;
  - c) The removal of all trash and roofing debris;
  - d) All work with a workmanship warranty for five (5) years; and
  - e) All work to be completed within sixty (60) days from date of execution of this Contract.
2. Specific assignments for recommended additional services require the Company to submit a change order to the City containing a written scope of work and cost estimate schedule. A written notice to proceed from the City must be obtained by the Company prior to commencing with any recommended additional services.

### **SECTION C – Compensation for Company’s Services**

1. The City shall pay the Company Nine Hundred Fifty Dollars (\$950.00) in one lump sum following the completion of the roof repairs.

### **SECTION D – Miscellaneous Provisions**

1. No portion of the work covered by this Agreement, except as provided herein, shall be sublet or transferred without written consent and approval of the Director of Public Works. The subletting of the work shall in no way relieve the Company of primary responsibility for the quality and performance of the work. The Company will give personal attention to the faithful completion of the work and will keep all aspects of the work under Company’s control.
2. Subcontracting shall not, under any circumstances, relieve the Company of liability or of any obligations under this Contract. The Company shall at all times have a supervising representative other than the subcontractor at a work site.

3. Work performed under this Contract must be satisfactory to the City. The City shall have the final say in determining such questions. Unsatisfactory work shall be sufficient justification for immediate termination of this Contract.
4. The Company shall provide proof of insurance, including public liability and property damage insurance and worker's compensation insurance for all employees employed on City projects. Certificates of insurance must be in a form and amount acceptable to the City. Company shall provide the City ten days written notice prior to canceling insurance coverage. The City shall have absolute discretion as to the sufficiency of Company's insurance.
5. The Company must furnish proof of public liability, property damage, and workmen's compensation insurance as follows:
  - 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 Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used 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.
  - Additional Insured Endorsement naming the City of Jackson as an additional insured.
  - City of Jackson listed as Certificate Holder on the signed Certificate of Insurance.
  - Insufficient or lapsed insurance coverage at any time will be good cause for termination of this Contract.
  - No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

6. The Company shall indemnify and save harmless the City, its officers, agents, employees, and servants against all loss, damage, or expenses that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any work under the Contract.
7. The Company shall comply with all federal, state and municipal laws, regulations and ordinances, including, but not limited to, environmental and labor statutes and regulations.
8. The Company agrees that during the life of this Contract 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 Contract. Violation of this provision shall be good cause for the City to terminate this Contract, and any payment due or subsequently accruing to the Company under this Contract may be subject for forfeiture in the event of violation of this paragraph.
9. This Contract shall bind the parties hereto, its successors and assigns.
10. This Contract and attached exhibits constitute the entire Contract between the parties and supersedes any prior representations, offers, negotiations or understandings between the parties with respect to the subject matter of this Contract.
11. This Contract shall be deemed to have been fully executed and made by the parties herein and governed by the internal laws of the State of Missouri for all purposes and intents. It is agreed by the parties that any action at law, suit in equity, or other

judicial proceeding to enforce or construe this Contract, or regarding its alleged breach, shall be instituted in the Circuit Court of Cape Girardeau County, Missouri.

12. The Company hereby certifies that the information provided to the City and in any attachments listed herein is true and correct to the best of the Company's knowledge and agrees to have any of the statements checked by the City unless the Company has indicated to the contrary. The Company authorizes the references listed to provide the City any and all information concerning the Company's previous employment and any pertinent information that they may have. Further, the Company releases all parties and persons from any and all liability for any damages that may result from furnishing such information to the City as well as from the use or disclosure of such information by the City or any of its agents, employees or representatives. The Company understands that any misrepresentation, falsification or material omission of information may result in the Company's failure to be awarded a contract or termination of contract.

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

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**CITY OF JACKSON, MISSOURI**

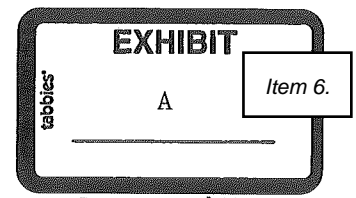
By: \_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

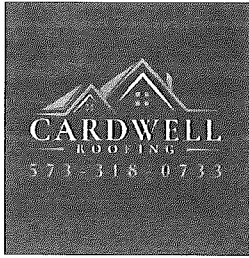
**CARDWELL ROOFING, LLC**

By: \_\_\_\_\_  
President/Member



**Prepared For**

City Of Jackson Water Department  
503 Wayne Street  
Jackson , Mo 63755



**Cardwell Roofing LLC**

Estimate # 1201

Date 03/07/2023

700 Chestnut Street  
Scott City, Mo 63780  
Phone: (573) 318-0733  
Email: caseycardwell88@gmail.com  
Web: cardwellroofing.net.

Description	Quantity
Install - landmark certainteed architectural shingles	1
Sythetic (felt paper) underpayment	1
Drip edge around perimeter of building	1
Remove all shingles down to the decking.	1
Starter strip around perimeter of building	1
-Haul away all trash and roofing debris	1
Ridge cap any ridges/hips	1
-Haul away all trash and roofing debris	1
————5 YEAR WORKMANSHIP WARRANTY————	1

<b>Subtotal</b>	\$950.00
<hr/>	
<b>Total</b>	<b>\$950.00</b>



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Signed on: 03/07/2023  
Casey Cardwell

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City Of Jackson Water Department

# MEMO



**To:** Mayor and Board of Aldermen  
**From:** Don Schuette  
**Date:** Friday, April 14, 2023  
**Re:** Engineering Services - East Jackson Boulevard Roadway Lighting Project

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Please see attached the fee proposal from Strickland Engineering for updating the design and bidding documents for the East Jackson Boulevard Roadway Lighting Project. This project includes the section of highway near Gloria to Old Orchard Road.

After review of the scope of services and associated cost estimate, we recommend the City enter into an agreement with Strickland Engineering for this phase of the above referenced project.

If you have questions or concerns, please let me know.

Thank you,

Don Schuette

Director of Electric Utilities



April 11, 2023

Mr. Don Schuette  
Director of Electric Utilities  
City of Jackson  
101 Court Street  
Jackson, Missouri 63755

RE: East Jackson Blvd  
Roadway Lighting  
Engineering Services

Dear Mr. Schuette:

Strickland Engineering is pleased to submit a fee proposal for engineering services for updating the design and bidding documents of the East Jackson Boulevard Roadway Lighting project on East Jackson Blvd from near Gloria Street to Old Orchard Road. The following information summarizes the scope of work, engineering fee and schedule of rates.

## **SCOPE OF SERVICES**

### Design Phase

- Review lighting calculations from suppliers for LED fixtures.
- Update the plans to reflect current field conditions and modify lighting layout as necessary.
- Update the contract documents as required to have the project ready to bid when desired by the City.
- Bid phase services to assist City.
- Construction phase services to assist City.

## **COMPENSATION**

The City shall compensate the Engineer for performance of the services on an hourly basis plus expenses. Total payment by the City to the Engineer shall not exceed \$38,100, without prior written authorization by the City. The following rate schedule will be used as the basis of compensation.

### Engineering Fee

Total Engineering Fee	\$38,100.00
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### Rate Schedule

Engineer V	\$175.00/hr
Engineer IV	\$150.00/hr
Engineer III	\$125.00/hr
Engineer II	\$100.00/hr
PLS	\$100.00/hr
Surveyor I	\$75.00/hr
Survey Technician III	\$50.00/hr

Survey Crew	\$125.00/hr
Engineering Designer IV	\$90.00/hr
Engineering Designer III	\$80.00/hr
Engineering Designer II	\$70.00/hr
Engineering Designer I	\$65.00/hr
Engineering Technician III	\$80.00/hr
Engineering Technician II	\$55.00/hr
Engineering Technician I	\$50.00/hr
Administrative Secretary	\$40.00/hr
Professional Consultants	cost + 10%
Wide Format Copy, 24 x 36	\$2.20/sheet
Wide Format Copy, 30 x 42	\$3.30/sheet
Wide Format Copy, Half Set	\$1.10/sheet
Copies, 8-1/2 x 11	\$0.08/sheet
Postage	cost
Auto travel	\$0.65.5/mile
Other expenses	cost

Please contact me if you have any questions regarding this proposal. I look forward to working with you on this project.

Sincerely,



Brian W. Strickland, PE, PLS  
Project Manager

COST PROPOSAL WORKSHEET FOR :

## HIGHWAY LIGHTING

FEE ESTIMATE FOR  
CITY OF JACKSON - JACKSON BLVD LIGHTINGDate: 4/13/2023  
Prepared by: BS

## LABOR:

Task No.	Task Description	Task M.H.	Task Cost	Eng V	Eng IV	Surv I	Eng Des IV	Surv	Admin
1	Survey to locate new improvements	56.0	\$6,200	8.0		24.0		24.0	
2	Lighting calculations	16.0	\$2,400		16.0				
3	Plans & specs	100.0	\$14,300	20.0	60.0		20.0		
4	Bid phase services	32.0	\$5,200	16.0	16.0				
5	Construction phase services	60.0	\$10,000	40.0	20.0				
6		0.0	\$0						
7		0.0	\$0						
8		0.0	\$0						
TOTAL M.H:		264.0		84.0	112.0	24.0	20.0	24.0	0.0
TOTAL ESTIMATED LABOR COSTS :			\$38,100						
USE:			\$38,100						

Notes:

## EXPENSES:

Item

Hubs	0	\$	0.28	
Lathes	0	\$	0.38	
Filing Fee	0	\$	30.00	
Mileage	0	\$	0.49	
Reproduction & Photocopy	--	SAY	\$0	
Postage	--	SAY	\$0	
Misc. Direct Expenses		SAY	\$0	
ESTIMATED DIRECT EXPENSES			\$0	
TOTAL ESTIMATED COST:			\$38,100	

Total Cost	PERSONNEL CLASSIFICATIONS LEGEND:	
	Eng V	Engineer V
	Eng IV	Engineer IV
	Surv I	Surveyor I
	Eng Des IV	Engineering Designer IV
	Surv	Survey Crew
	Admin	Administrative