



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

**Monday, May 19, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**CALL TO ORDER**

**INTRODUCTION OF GUESTS/VISITORS**

**ADOPTION OF AGENDA**

1. Motion adopting the Regular Meeting Agenda.

**APPROVAL OF MINUTES**

2. Motion approving the Minutes of the Regular Meeting of May 5, 2025.

**FINANCIAL AFFAIRS**

3. Motion approving the City Collector's Report.
4. Motion approving the City Clerk's and Treasurer's Reports.

**ACTION ITEMS**

**Power, Light, and Water Committee**

5. Motion accepting the bid of Nip Kelley Equipment Company, Inc., of Cape Girardeau, Missouri, in the amount of \$1,021,621.25, relative to the Water System Facility Plan Implementation Project, Phase 2, Project 2E - Part 1.
6. Bill proposing an Ordinance authorizing a contractual agreement with Nip Kelley Equipment Company, Inc., relative to the Water System Facility Plan Implementation Project, Phase 2, Project 2E - Part 1.
7. Bill proposing an Ordinance authorizing a Lighting Maintenance Agreement with the Missouri Highways and Transportation Commission, relative to the maintenance of existing continuous lighting along West Jackson Boulevard.
8. Bill proposing an Ordinance authorizing a Lighting Maintenance Agreement with the Missouri Highways and Transportation Commission, relative to the installation and maintenance of new continuous lighting along East Jackson Boulevard.
9. Bill proposing an Ordinance authorizing a Cost Share Agreement with the Missouri Highways and Transportation Commission, relative to the East Jackson Boulevard Roadway Lighting Project.

- [10.](#) Bill proposing an Ordinance amending Chapter 3 (Administration) of the Code of Ordinances, by deleting Sec. 3-213.
- [11.](#) Bill proposing an Ordinance authorizing a contractual agreement with Dille Pollard, LLC, of Poplar Bluff, Missouri, relative to providing services under a Master Agreement For Professional Architectural Services.

#### **Street, Sewer, and Cemetery Committee**

- [12.](#) Motion accepting the bid of Lappe Cement Finishing, Inc., of Perryville, Missouri, in the amount of \$503,307.47, relative to the East Main Street Pedestrian Walkway Project.
- [13.](#) Bill proposing an Ordinance authorizing a contractual agreement with Lappe Cement Finishing, Inc., relative to the East Main Street Pedestrian Walkway Project.
- [14.](#) Motion accepting the bid of CE Contracting, Inc., of Ste. Genevieve, Missouri, in the amount of \$237,866.10, relative to the Phase 3 Sanitary Sewer Main Extension along Williams Creek / South Old Orchard Road.
- [15.](#) Bill proposing an Ordinance authorizing a contractual agreement with CE Contracting, Inc., relative to the Phase 3 Sanitary Sewer Main Extension along Williams Creek / South Old Orchard Road.
- [16.](#) Bill proposing an Ordinance vacating the previous Cane Creek Road public right of way in the Jackson North Industrial Park Subdivision, as requested by the City of Jackson.

#### **NON-AGENDA CITIZEN INPUT**

##### **INFORMATION ITEMS**

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

##### **EXECUTIVE SESSION**

*Due to a lack of items, an executive session is not anticipated.*

##### **ADJOURN**

Posted on 5/16/2025 at 4:00 PM.



**CITY OF JACKSON**  
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**Monday, May 5, 2025 at 6:00 PM**

**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Steve Stroder, Mike Seabaugh, Eric Fraley, Katy Liley, Mark Unger, David Reiminger, Shana Williams, and Wanda Young. Present-8; Absent-0.

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

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

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

Motion to Adopt the Agenda                                   )

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-8; Nays-0; Absent-0.

Mayor Dwain L. Hahs to Present a                                   )  
 Proclamation in Recognition of                                   )  
 Professional Municipal Clerks Week                                   )

Now comes forth Mayor Dwain L. Hahs to present a proclamation recognizing and honoring City Clerk Angela Birk in celebration of Professional Municipal Clerks Week.

Mayor Dwain L. Hahs to Present a                                   )  
 Proclamation declaring the week of                                   )  
 May 4-10, 2025 as Local Government                                   )  
 Week in the City of Jackson, Missouri                                   )

Now comes forth Mayor Dwain L. Hahs to present a proclamation to City Administrator Matt Winters, declaring the week of May 4-10, 2025 as Local Government Week in the City of Jackson, Missouri.

Motion to Approve the Minutes of the                                   )  
 April 21, 2025, Regular Board Meeting                                   )

Motion made by Alderwoman Liley, seconded by Alderman Unger, to approve the minutes of the preceding Regular Board Meeting of Monday, April 21, 2025. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of April, 2025                                   )

Now is presented the list of bills paid in the various funds for the month of April, 2025. Motion made by Alderman Unger, seconded by Alderwoman Young, to approve the list of bills paid in the various funds for April, 2025. Ayes-8; Nays-0; Absent-0.

Motion to Approve the Appointments of                                   )  
 Mayor Dwain L. Hahs and City                                   )  
 Administrator Matthew Winters to serve                                   )  
 On the Board of Directors of the                                   )  
 Southeast Metropolitan Planning                                   )  
 Organization; and Director of                                   )  
 Administrative Services Rodney                                   )  
 Bollinger as an alternate, for a Two-Year                                   )  
 Term Beginning July 1, 2025                                   )



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**MINUTES**

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve the appointments of Mayor Dwain L. Hahs and City Administrator Matthew Winters to serve on the Board of Directors of the Southeast Metropolitan Planning Organization; and Director of Administrative Services Rodney Bollinger as an alternate, for a two-year term beginning July 1, 2025. Ayes-8; Nays-0; Absent-0.

Motion to Approve an increase in )  
 Expenditure under Task Order )  
 Authorization No. 22-15 to Lochmueller )  
 Group, of St. Louis, Missouri, relative to )  
 Providing additional engineering services )  
 Under the Roundabout Project at North )  
 High Street and Deerwood Drive )

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve an increase in expenditure, in the amount of \$9,546.00, under Task Order Authorization No. 22-15, to Lochmueller Group, of St. Louis, Missouri, relative to providing additional engineering services under the Roundabout Project at North High Street and Deerwood Drive. Ayes-8; Nays-0; Absent-0.

Motion to Approve Change Order No. 2 )  
 To Putz Construction, LLC, of Millersville )  
 Missouri, relative to the Park Pavilion )  
 No. 2 Replacement Project )

Motion made by Alderwoman Liley, seconded by Alderman Unger, to approve Change Order No. 2, in the amount of \$5,000.00, to Putz Construction, LLC, of Millersville, Missouri, relative to the Park Pavilion No. 2 Replacement Project. Ayes-8; Nays-0; Absent-0.

Motion to Accept the bid of Putz )  
 Construction, LLC, of Millersville, )  
 Missouri, relative to the Sunset Drive )  
 Bridge Replacement Project )

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept the bid of Putz Construction, LLC, of Millersville, Missouri, in the amount of \$407,051.40, relative to the Sunset Drive Bridge Replacement Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 25-42 Re: To Authorize )  
 A contractual agreement with Putz )  
 Construction, LLC, relative to the Sunset )  
 Drive Bridge Replacement Project )

The matter of authorizing a contractual agreement with Putz Construction, LLC, relative to the Sunset Drive Bridge Replacement Project, came on for consideration. Alderwoman Liley introduced Bill No. 25-44, 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 PUTZ CONSTRUCTION, LLC, OF MILLERSVILLE, MISSOURI, RELATIVE TO THE SUNSET DRIVE BRIDGE REPLACEMENT PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-44 was placed on its first reading and was read by title, considered and discussed and was duly passed.





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On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-44 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. 25-42 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderwoman Young-aye; Alderman Unger-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderwoman Liley-aye; Alderman Stroder-aye; and Alderman Reiminger-aye.

**BILL NO. 25-44**

**ORDINANCE NO. 25-42**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PUTZ CONSTRUCTION, LLC, OF MILLERSVILLE, MISSOURI, RELATIVE TO THE SUNSET DRIVE BRIDGE REPLACEMENT PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Putz Construction, LLC, of Millersville, 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: May 5, 2025.

SECOND READING: May 5, 2025.

PASSED AND APPROVED this 5th day of May, 2025, 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:

Angela Birk (signed)  
 City Clerk

Ordinance No. 25-43 Re: To Approve     )  
 A Memorandum of Understanding with     )  
 The Villas of West Park, LLC, relative to     )  
 The Williams Creek Phase 3 /South Old     )  
 Orchard Road Sewer Extension     )

The matter of approving a Memorandum of Understanding with The Villas of West Park, LLC, relative to the Williams Creek Phase 3/South Old Orchard Road Sewer Extension, came on for consideration. Alderwoman Liley introduced Bill No. 25-45, being for an ordinance entitled as follows:

**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 THE VILLAS OF WEST PARK, LLC, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE SOUTH OLD ORCHARD ROAD LATERAL SEWER EXTENSION; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderwoman Liley, seconded by Alderman Unger, Bill No. 25-45 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 Unger, Bill No. 25-45 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. 25-43 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Fraley-aye; Alderwoman Young-aye; Alderman Unger-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderwoman Liley-aye; and Alderman Stroder-aye.

**BILL NO. 25-45**

**ORDINANCE NO. 25-43**

**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 THE VILLAS OF WEST PARK, LLC, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE SOUTH**



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**MINUTES**

**OLD ORCHARD ROAD LATERAL SEWER EXTENSION; 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 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The Villas of West Park, LLC, 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 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: May 5, 2025.

SECOND READING: May 5, 2025.

PASSED AND APPROVED this 5th day of May, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.



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**MINUTES**

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
 Mayor

ATTEST:

Angela Birk (signed)  
 City Clerk

Ordinance No. 25-44 Re: To Approve )  
 The Final Plat of Williams Creek )  
 Estates, as submitted by SM Richards )  
 Properties, LLC )

The matter of approving the Final Plat of Williams Creek Estates, as submitted by SM Richards Properties, LLC, came on for consideration. Alderwoman Liley introduced Bill No. 25-46, being for an ordinance entitled as follows:

**AN ORDINANCE ACCEPTING THE PLAT OF WILLIAMS CREEK ESTATES, A RESUBDIVISION OF A TRACT OF LAND IN THE CITY OF JACKSON, MISSOURI; 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.**

On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-46 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 Alderwoman Young, Bill No. 25-46 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. 25-44 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderwoman Young-aye; Alderman Unger-aye; Alderwoman Williams-aye; Alderwoman Liley-aye; and Alderman Stroder-aye.

**BILL NO. 25-46**

**ORDINANCE NO. 25-44**

**AN ORDINANCE ACCEPTING THE PLAT OF WILLIAMS CREEK ESTATES, A RESUBDIVISION OF A TRACT OF LAND IN THE CITY OF JACKSON, MISSOURI; 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, SM Richards Properties, LLC, has platted Williams Creek Estates, a Resubdivision of a tract of land located within the corporate limits of the City of Jackson, Missouri; and,



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**MINUTES**

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 Williams Creek Estates, a Resubdivision of a tract of land, 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: May 5, 2025.

SECOND READING: May 5, 2025.

PASSED AND APPROVED this 5th day of May, 2025, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)  
 Mayor

Angela Birk (signed)  
 City Clerk

Mr. Paul Straedey to Bring Information )  
 To The Board of Aldermen )

Now comes forth Mr. Paul Straedey to voice concerns the Board regarding the Jackson Middle School Sidewalk and Crosswalk Project. Mr. Straedey is concerned about where the stormwater will go once the sidewalk is built. City Engineer George Harris will follow up with Paul and show him the final MODOT drawings.



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**MINUTES**

City Administrator Matthew Winters to )  
 Make Available a Copy of the Missouri )  
 Public Utility Alliance (MPUA) Board of )  
 Directors, MEC & MoPEP Committee )  
 Meeting, Dated January 15, 2025 )

Now comes forth City Administrator Matthew Winters to make available a copy, to the Mayor and Board of Aldermen, of the Missouri Public Utility Alliance (MPUA) Board of Directors, MEC & MoPEP Committee Meeting, dated January 15, 2025, upon their request.

City Administrator Matthew Winters )  
 requests Closed Session )

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for one item relative to contracts in accordance with Section 610.021(12) RSMo, one item relative to litigation in accordance with Section 610.021(1) RSMo, and one item relative to personnel in accordance with Section 610.021(3) and Section 610.021(13).

Motion to Recess the Meeting to Study )  
 Session )

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:29 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

-----  
 Returned to Open Session at 6:36 P.M., from Study Session.

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

Meeting concluded at 6:36 P.M. On a motion by Alderman Fraley, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for one item relative to contracts in accordance with Section 610.021(12) RSMo, one item relative to litigation in accordance with Section 610.021(1) RSMo, and one item relative to personnel in accordance with Section 610.021(3) and Section 610.021(13) and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Williams-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; Alderwoman Young-aye; Alderman Unger-aye; Alderwoman Reiminger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-8; Nays-0; Absent-0.

**ATTEST:**

\_\_\_\_\_  
**Mayor**

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

## CITY COLLECTOR'S REPORT FOR APRIL 2025

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,221,083.04	275,142.99	221,714.51	67,796.65	-	1,785,737.19
Penalties	5,022.48	1,260.90	1,028.92	327.12	-	7,639.42
Sales Tax	34,927.19	7,908.50	-	-	-	42,835.69
Disconnect Fees	2,700.00	-	-	-	-	2,700.00
Returned Transaction Fees	300.00	-	-	-	-	300.00
Customer Relocation Fees	-	-	-	-	275.00	275.00
Trash Stickers	-	-	-	1,721.00	-	1,721.00
<b>UTILITY COLLECTIONS</b>	<b>1,264,032.71</b>	<b>284,312.39</b>	<b>222,743.43</b>	<b>69,844.77</b>	<b>275.00</b>	<b>1,841,208.30</b>
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
<b>NET UTILITY COLLECTIONS</b>	<b>1,264,032.71</b>	<b>284,312.39</b>	<b>222,743.43</b>	<b>69,844.77</b>	<b>275.00</b>	<b>1,841,208.30</b>
Business/Contractor Licenses	-	-	-	-	1,212.50	1,212.50
Event Fees/Misc. Charges	300.00	-	-	-	-	300.00
<b>NON-UTILITY COLLECTIONS</b>	<b>300.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,212.50</b>	<b>1,512.50</b>
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	906.65
Cash in bank	-	-	-	-	-	1,843,627.45
Missouri Sales Tax payment	(34,927.19)	(7,908.50)	-	-	-	(42,835.69)
<b>TO CITY TREASURER</b>					<b>\$</b>	<b>1,800,791.76</b>

Respectfully Submitted,



City Collector





## **CITY CLERK'S REPORT FOR THE MONTH OF APRIL, 2025**

### **ELECTRIC**

Sale of Merchandise	0.00	
Pole Rental	0.00	
Electric Meters	800.00	
Electric Service Lines	1,600.00	
Returned Check Fees	0.00	
URD Services	0.00	
Sales Tax Commission	1,036.67	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>566.95</u>	
TOTAL		4,003.62

### **WATER & SEWER**

#### **WATER**

Water Taps & Water Meters	13,027.37	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		13,027.37

#### **WASTEWATER**

Wastewater Miscellaneous	0.00	
Industrial Discharge Permit	<u>0.00</u>	
TOTAL		-

### **GENERAL REVENUE**

Building Permits	1,553.27	
Electric Permits	200.00	
Gas Permits	120.00	
Plumbing/Sewer Permits	260.00	
Sewer Tap Permits	720.00	
Public Hearing & Plat Recording	150.00	
Stormwater Review Fees	175.00	
Street Repair or Mowing	0.00	
Gas Franchise	31,479.84	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	17,660.54	
Copies	493.20	
Telephone Franchise Fees	8,090.14	
Fire Cost Recovery	0.00	
Interest Earned	0.00	
Returned Check - Clerk	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,216.70	
Health Insurance Reimbursement	37.24	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		62,155.93

### **LANDFILL**

Refuse Collections	190.00	
Recyclables	1,547.24	
E-Cycle TV/Monitor Fees	0.00	
Royalties	<u>10,500.00</u>	
TOTAL		12,237.24

### **CEMETERY**

Sale of Lots	2,500.00	
Sale of Niches	1,500.00	
Grave Openings	5,750.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	

	TOTAL	9,750.00	
<b><u>PARK</u></b>			
	Misc. Park Rentals	100.00	
	Rent - Howard St. House	1,237.50	
	Ballfield Rentals	230.00	
	Pavilion Rentals	<u>1,075.00</u>	
	TOTAL		2,642.50
<b><u>PARK FOUNDATION</u></b>			
	Donations	6,900.00	
	Civic Center Donations	<u>0.00</u>	
	TOTAL		6,900.00
<b><u>RECREATIONAL DEVELOPMENT</u></b>			
	Pool Concession Receipts	0.00	
	Swimming Pool Gate Receipts	0.00	
	Basketball Entry Fees	0.00	
	Basketball Sponsor Fees	0.00	
	Softball Entry Fees	1,575.00	
	Softball Sponsor Fees	1,200.00	
	Softball Tournament Fees	0.00	
	Volleyball Entry Fees	0.00	
	Reimb./Donations/Special Events	0.00	
	Baseball Concessions	0.00	
	Baseball Entry Fees	730.00	
	Baseball Sponsor Fees	400.00	
	Soccer Fee	0.00	
	Soccer Allstar	4,225.00	
	Soccer Sponsor	<u>200.00</u>	
	TOTAL		8,330.00
<b><u>STORMWATER MAINTENANCE FUND</u></b>			
	Stormwater Credit	0.00	
	Stormwater Maintenance	<u>478.26</u>	
	TOTAL		478.26
<b><u>TRUST &amp; AGENCY</u></b>			
	July 4th Receipts	150.00	
	Farmers Market Fees	<u>0.00</u>	
	TOTAL		150.00
<b><u>HEALTH INSURANCE FUND</u></b>			
	Health Insurance Reimbursement	<u>1,973.18</u>	
	TOTAL		1,973.18
<b><u>INMATE SECURITY FUND</u></b>			
	Inmate Security Court Costs	<u>0.00</u>	
	TOTAL		-
<b><u>TRANSPORTATION SALES TAX</u></b>			
	Rent - Donna Drive Extension	<u>906.67</u>	
	TOTAL		906.67
<b><u>RECREATIONAL SALES TAX FUND</u></b>			
	Civic Center Rentals	8,765.64	
	Civic Center Programs	3,265.00	
	Civic Center Membership Fees	15.00	
	Civic Center Entry Fees	955.00	
	Civic Center Concessions	<u>164.00</u>	
	TOTAL		13,164.64
<b><u>CDBG</u></b>			
	CDBG - CDBG Rev	<u>0.00</u>	
	TOTAL		-
	REPORT TOTAL		<u>135,719.41</u>

**Water & Light Deposit Accounts**

APRIL, 2025

<b>Beginning Balance April 1, 2025:</b>	\$265,889.53
<b>TOTAL DEPOSITS</b>	\$9,930.08
<b>TOTAL REFUNDS</b>	\$11,322.47
<b>Ending Balance April 30, 2025:</b>	\$264,497.14

*Balance Consists of :*

Checking Account for US Bank	\$54,497.14
Investments	\$210,000.00
	<hr/>
	<b>\$264,497.14</b>

## CITY TREASURER'S REPORT FOR APRIL 2025

Item 4.

	FUND BALANCES		TRANSFER OF		FUND BALANCES		CASH BALANCE
FUND	04-01-2025	RECEIPTS	FUNDS	DISBURSEMENTS	04-30-2025	INVESTMENTS	04-30-2025
ELECTRIC FUNDS							
Operation & Maintenance	-	1,294,339.12	(131,295.19)	1,163,043.93	-	-	-
Electric Surplus Fund	3,114,794.28	-	57,704.01	60,009.16	3,112,489.13	1,680,000.00	1,432,489.13
Electric Capital Projects Fund	4,711,580.80	-	-	23.10	4,711,557.70	3,405,000.00	1,306,557.70
WATER & SEWER FUNDS							
Water Operation & Maint.	-	291,296.49	(202,649.11)	88,647.38	-	-	-
Water Revenue Bond Fund	1,003,544.48	-	(373,359.72)	7,668.70	622,516.06	-	622,516.06
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	11,239,175.80	84,729.13	516,384.82	58,328.31	11,781,961.44	9,850,699.63	1,931,261.81
Water Replacement Fund	812,702.54	-	28,079.96	-	840,782.50	725,000.00	115,782.50
Water Capital Projects	399,835.00	-	(197.00)	-	399,638.00	-	399,638.00
Wastewater Operation & Maint.	-	222,855.73	(118,126.07)	104,729.66	-	-	-
Wastewater Replacement Fund	1,060,919.04	-	-	-	1,060,919.04	916,924.36	143,994.68
Wastewater Capital Projects	400,000.00	-	-	638.00	399,362.00	-	399,362.00
Wastewater Revenue Bond Fund	115.52	-	125,450.00	-	125,565.52	-	125,565.52
W & S Construction Fund	3,021,190.99	12,275.28	197.00	13,690.44	3,019,972.83	2,250,000.00	769,972.83
General Revenue Fund	1,163,762.35	111,353.41	196,965.46	717,244.10	754,837.12	655,000.00	99,837.12
Landfill Fund	809,107.59	86,452.71	(5,566.43)	51,534.80	838,459.07	610,000.00	228,459.07
Cemetery Fund	1,047,802.30	13,222.70	(5,004.20)	18,494.75	1,037,526.05	870,000.00	167,526.05
City Park Fund	176,985.16	8,194.32	193,732.23	57,889.81	321,021.90	-	321,021.90
Public Park Foundation Fund	228,424.19	7,424.13	-	1,552.00	234,296.32	140,000.00	94,296.32
Recreational Development Fund	109,770.60	8,330.00	150,000.00	25,217.14	242,883.46	-	242,883.46
Band Fund	6,760.60	3,418.51	15.86	10,194.97	0.00	-	0.00
ARPA Fund	1,238,153.34	2,472.17	-	391,330.19	849,295.32	815,000.00	34,295.32
Road Use Tax Fund	1,165,604.43	68,739.56	(245,000.00)	-	989,343.99	754,000.00	235,343.99
Stormwater Maintenance Fund	313,525.03	478.26	-	-	314,003.29	268,000.00	46,003.29
Trust and Agency Fund	871,124.93	2,111.72	59,330.55	16,127.74	916,439.46	798,000.00	118,439.46
Health Insurance Fund	1,332,293.92	42,360.46	148,696.92	180,281.05	1,343,070.25	1,045,000.00	298,070.25
Inmate Security Fund	17,881.12	84.00	-	-	17,965.12	-	17,965.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	1,692,316.07	117,524.11	-	-	1,809,840.18	1,520,000.00	289,840.18
Transportation Capital Projects Fund	623,706.47	-	-	861.30	622,845.17	-	622,845.17
Sales Tax Fund	1,730,553.14	274,830.52	(157,902.00)	192,872.76	1,654,608.90	1,060,242.47	594,366.43
Recreation Sales Tax Fund	494,790.95	74,182.80	(350,843.23)	29,716.68	188,413.84	50,000.00	138,413.84
Public Safety Sales Tax Fund	1,000.00	116,492.76	-	-	117,492.76	-	117,492.76
Fire Protection Sales Tax Fund	3,333.00	58,308.63	-	-	61,641.63	-	61,641.63
Capital Projects Construction Fund	3,017,997.09	22,949.44	-	338,141.86	2,702,804.67	2,590,000.00	112,804.67
Economic Dev. Reserve Fund	931,369.03	-	113,402.00	50,000.00	994,771.03	850,000.00	144,771.03
CDBG Grant Fund	60,745.75	-	-	3,400.00	57,345.75	-	57,345.75
I-55 Corridor Special Alloc. Fund	3,388.45	-	(15.86)	-	3,372.59	-	3,372.59
TOTALS	42,917,871.03	2,924,425.96	(0.00)	3,581,637.83	42,260,659.16	30,962,866.46	11,297,792.70

Respectfully Submitted,



Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	9,491,908.87
Collectors Account	1,800,791.76
Equitable Sharing Fund	3,617.07

TOTAL	11,297,792.70
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THE POWERHOUSE AT UNION STATION • 401 S. 18<sup>TH</sup> ST., STE. 400 • SAINT LOUIS, MISSOURI 63103-2296

April 29, 2025

Mrs. Janet Sanders, P.E.  
Public Works Director  
City of Jackson  
101 Court Street  
Jackson, MO 63755

**Re: City of Jackson  
Water System Facility Plan Implementation Project, Phase 2, Project 2E – Part 1  
Evaluation of Bids**

Dear Mrs. Sanders:

In accordance with your request, Horner & Shifrin (H&S) has reviewed two bid proposals pertaining to the above-referenced project, which were received by the City of Jackson on Friday, April 25, 2025. Enclosed is the Bid Tabulation which summarizes the results of our bid evaluation.

Two bids received for this project were from Nip Kelley Equipment Company with a low bid of \$1,021,621.25 and the high bid of \$1,102,838.00 from CE Contracting, Inc. Please note that our Engineer's Opinion of Probable Cost for this construction was \$1,591,676.60. The Engineer's estimate was based on past water main project bids in the city with an adjustment for pipe pricing increases and working in a heavily traveled area. The lowest bid was 56% below the opinion of probable construction cost and the high bid was 45% above the opinion of probable construction cost. The engineer's estimate was conservatively high due to the unknowns of possible price increases due to tariffs and increased charges due to working in a high traffic area.

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

Based on our review of these bids and the supporting materials submitted and discussions with Jackson city staff, it is the recommendation of Horner & Shifrin that the City of Jackson award Nip Kelley Equipment Company as the successful bidder for the Water System Facility Plan Implementation Project, Phase 2, Project 2E – Part 1.

The contract amount would be \$1,021,621.25.



Mrs. Janet Sanders  
April 29, 2025  
Page 2

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

Respectfully Submitted,

Lisa Fennewald, P.E.  
Senior Project Manager

cc: File

**CITY OF JACKSON, MO**  
**WATER SYSTEM FACILITY PLAN IMPLEMENTATION PROJECT - PHASE 2, PROJECT 2E - PART 1**  
**BID TABULATION**

	Bid Rank (Low to High)	1	2
<b>Conformance to Bid Submittal Requirements</b>	<b>Engineer's Estimate Horner &amp; Shifrin</b>	<b>Nip Kelley Equipment Co., Inc</b>	<b>CE Contracting, Inc.</b>
Bid Signed	--	Yes	Yes
Addendum	--	Yes	Yes
Bid Bond Submitted 5%	--	Yes	Yes
List of Major Subcontractors	--	Yes	Yes
Qual's Submitted	--	Yes	Yes

<b>List of Major Sub-Contractor Named on Bid Form</b>	<b>Engineer's Estimate Horner &amp; Shifrin</b>	<b>Nip Kelley Equipment Co., Inc</b>	<b>CE Contracting, Inc.</b>
Water Main	--	Prime	Prime
Concrete Paving	--	Prime	Prime
Asphalt Paving	--	ASA Asphalt	Paving Pros, LLC



**CITY OF JACKSON, MO**  
**WATER SYSTEM FACILITY PLAN IMPLEMENTATION PROJECT - PHASE 2, PROJECT 2E - PART 1**  
**BID TABULATION**

<b>E. Jackson Boulevard</b>				<b>Engineer's Estimate Horner &amp; Shifrin</b>		<b>Nip Kelley Equipment Co., Inc</b>		<b>CE Contracting, Inc.</b>	
<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Bid Price</b>	<b>Extended Bid Price</b>	<b>Unit Bid Price</b>	<b>Extended Bid Price</b>	<b>Unit Bid Price</b>	<b>Extended Bid Price</b>
1	10-Inch PVC Water Main (Open Cut)	2808	LF	\$108.00	\$303,264.00	\$64.75	\$181,818.00	\$85.00	\$238,680.00
2	8-Inch PVC Water Main (Open Cut)	21	LF	\$100.00	\$2,100.00	\$190.00	\$3,990.00	\$410.00	\$8,610.00
3	6-Inch PVC Water Main (Open Cut)	54	LF	\$94.00	\$5,076.00	\$180.00	\$9,720.00	\$129.00	\$6,966.00
4	10-Inch PVC Water Main (Restrained)	143	LF	\$150.00	\$21,450.00	\$75.00	\$10,725.00	\$117.00	\$16,731.00
5	8-Inch PVC Water Main (Restrained)		LF						
6	10-Inch DIP Water Main (Restrained)	87	LF	\$420.00	\$36,540.00	\$132.00	\$11,484.00	\$114.00	\$9,918.00
7	10-Inch DIP Restrained Joint in 20-inch Steel Casing Pipe (Open Cut)	47	LF	\$750.00	\$35,250.00	\$256.00	\$12,032.00	\$186.00	\$8,742.00
8	6" x 6" Tap & Valve	3	EA	\$7,000.00	\$21,000.00	\$4,471.00	\$13,413.00	\$4,150.00	\$12,450.00
9	8" x 8" Tap & Valve	1	EA	\$8,000.00	\$8,000.00	\$5,540.00	\$5,540.00	\$5,300.00	\$5,300.00
10	10" x 10" Tap & Valve	1	EA	\$9,000.00	\$9,000.00	\$7,805.00	\$7,805.00	\$8,250.00	\$8,250.00
11	4-Inch Gate Valve with 2" Plug	1	EA	\$2,000.00	\$2,000.00	\$1,685.00	\$1,685.00	\$2,070.00	\$2,070.00
12	6-Inch Gate Valve	1	EA	\$2,500.00	\$2,500.00	\$1,684.00	\$1,684.00	\$1,750.00	\$1,750.00
13	8-Inch Gate Valve		EA						
14	10-Inch Gate Valve	16	EA	\$5,000.00	\$80,000.00	\$3,730.00	\$59,680.00	\$4,190.00	\$67,040.00
15	10-Inch Valve in Meter Pit Assembly	1	EA	\$6,500.00	\$6,500.00	\$5,515.00	\$5,515.00	\$5,840.00	\$5,840.00
16	Fire Hydrant Assembly	9	EA	\$9,000.00	\$81,000.00	\$7,458.00	\$67,122.00	\$8,340.00	\$75,060.00
17	Reconnect 3/4" or 1" Water Service	11	EA	\$1,800.00	\$19,800.00	\$1,082.00	\$11,902.00	\$1,100.00	\$12,100.00
18	Extension of 3/4" or 1" Water Service	68	LF	\$150.00	\$10,200.00	\$111.00	\$7,548.00	\$75.00	\$5,100.00
19	6" Fire Service Connection & Valve		EA						
20	4" Fire Service Connection & Valve	1	EA	\$3,000.00	\$3,000.00	\$2,978.00	\$2,978.00	\$5,060.00	\$5,060.00
21	Extension of 6" Fire Service		LF						
22	New Curb Stop & Box	8	EA	\$1,000.00	\$8,000.00	\$788.00	\$6,304.00	\$369.00	\$2,952.00
23	New Water Meter	4	EA	\$700.00	\$2,800.00	\$910.00	\$3,640.00	\$196.00	\$784.00
24	Reconnect of 2" Water Service	5	EA	\$3,000.00	\$15,000.00	\$1,418.00	\$7,090.00	\$2,030.00	\$10,150.00
25	Extension of 2" Water Service	188	LF	\$300.00	\$56,400.00	\$103.00	\$19,364.00	\$137.00	\$25,756.00
26	Granular Backfill	395	CY	\$50.00	\$19,750.00	\$57.00	\$22,515.00	\$44.90	\$17,735.50
27	Rock Blanket	107	SY	\$72.00	\$7,704.00	\$54.00	\$5,778.00	\$71.50	\$7,650.50
28	High Early Strength Concrete Pavement R&R	1696	SY	\$150.00	\$254,400.00	\$92.75	\$157,304.00	\$102.00	\$172,992.00
29	High Early Strength Concrete Drive R&R	79	SY	\$160.00	\$12,640.00	\$150.00	\$11,850.00	\$106.00	\$8,374.00
30	Asphalt Pavement R&R	306	SY	\$180.00	\$55,080.00	\$144.00	\$44,064.00	\$82.00	\$25,092.00
31	Concrete Curb R&R	18	LF	\$100.00	\$1,800.00	\$197.00	\$3,546.00	\$158.00	\$2,844.00
32	Valve Box Removal	11	EA	\$360.00	\$3,960.00	\$132.00	\$1,452.00	\$121.00	\$1,331.00
33	Cut & Cap Existing 4" Pipe		EA						
34	Cut & Cap Existing 6" Pipe	3	EA	\$2,000.00	\$6,000.00	\$1,528.00	\$4,584.00	\$1,300.00	\$3,900.00
35	Cut & Cap Existing 8" Pipe	5	EA	\$2,500.00	\$12,500.00	\$1,804.00	\$9,020.00	\$1,410.00	\$7,050.00
36	Cut & Cap Existing 10" Pipe	3	EA	\$3,000.00	\$9,000.00	\$1,912.00	\$5,736.00	\$2,100.00	\$6,300.00
37	Raise Manhole to Grade	1	LS	\$7,000.00	\$7,000.00	\$5,641.00	\$5,641.00	\$3,640.00	\$3,640.00
38	6" Sewer Repair	1	LS	\$4,000.00	\$4,000.00	\$4,215.00	\$4,215.00	\$4,300.00	\$4,300.00
<b>E. JACKSON ST. WATER MAIN SUBTOTAL (SUM 1-38) =</b>				<b>\$1,122,800.00</b>		<b>\$726,744.00</b>		<b>\$790,518.00</b>	

**CITY OF JACKSON, MO**  
**WATER SYSTEM FACILITY PLAN IMPLEMENTATION PROJECT - PHASE 2, PROJECT 2E - PART 1**  
**BID TABULATION**

<b>S. High Street</b>				<b>Engineer's Estimate Horner &amp; Shifrin</b>		<b>Nip Kelley Equipment Co., Inc</b>		<b>CE Contracting, Inc.</b>	
<b>Item</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Unit</b>	<b>Unit Bid Price</b>	<b>Extended Bid Price</b>	<b>Unit Bid Price</b>	<b>Extended Bid Price</b>	<b>Unit Bid Price</b>	<b>Extended Bid Price</b>
1	10-Inch PVC Water Main (Open Cut)		LF						
2	8-Inch PVC Water Main (Open Cut)		LF						
3	6-Inch PVC Water Main (Open Cut)		LF						
4	10-Inch PVC Water Main (Restrained)		LF						
5	8-Inch PVC Water Main (Restrained)	689	LF	\$111.60	\$76,892.40	\$55.00	\$37,895.00	\$76.00	\$52,364.00
6	10-Inch DIP Water Main (Restrained)		LF						
7	10-Inch DIP Restrained Joint in 20-inch Steel Casing Pipe (Open Cut)		LF						
8	6" x 6" Tap & Valve		EA						
9	8" x 8" Tap & Valve	1	EA	\$8,000.00	\$8,000.00	\$5,540.00	\$5,540.00	\$5,300.00	\$5,300.00
10	10" x 10" Tap & Valve		EA						
11	4-Inch Gate Valve with 2" Plug		EA						
12	6-Inch Gate Valve		EA						
13	8-Inch Gate Valve	1	EA	\$3,000.00	\$3,000.00	\$2,395.00	\$2,395.00	\$2,710.00	\$2,710.00
14	10-Inch Gate Valve		EA						
15	10-Inch Valve in Meter Pit Assembly		EA						
16	Fire Hydrant Assembly		EA						
17	Reconnect 3/4" or 1" Water Service	2	EA	\$1,800.00	\$3,600.00	\$1,082.00	\$2,164.00	\$900.00	\$1,800.00
18	Extension of 3/4" or 1" Water Service	15	LF	\$150.00	\$2,250.00	\$111.00	\$1,665.00	\$167.00	\$2,505.00
19	6" Fire Service Connection & Valve	1	EA	\$4,000.00	\$4,000.00	\$2,773.00	\$2,773.00	\$3,050.00	\$3,050.00
20	4" Fire Service Connection & Valve		EA						
21	Extension of 6" Fire Service	1	LF	\$2,000.00	\$2,000.00	\$2,303.00	\$2,303.00	\$2,430.00	\$2,430.00
22	New Curb Stop & Box		EA						
23	New Water Meter		EA						
24	Reconnect of 2" Water Service		EA						
25	Extension of 2" Water Service		LF						
26	Granular Backfill	223	CY	\$50.40	\$11,239.20	\$57.00	\$12,711.00	\$37.00	\$8,251.00
27	Rock Blanket		SY						
28	High Early Strength Concrete Pavement R&R	1703	SY	\$150.00	\$255,450.00	\$92.75	\$157,953.25	\$98.00	\$166,894.00
29	High Early Strength Concrete Drive R&R		SY						
30	Asphalt Pavement R&R	3	SY	\$180.00	\$540.00	\$144.00	\$432.00	\$82.00	\$246.00
31	Concrete Curb R&R		LF						
32	Valve Box Removal		EA						
33	Cut & Cap Existing 4" Pipe	1	EA	\$1,800.00	\$1,800.00	\$941.00	\$941.00	\$1,380.00	\$1,380.00
34	Cut & Cap Existing 6" Pipe		EA						
35	Cut & Cap Existing 8" Pipe		EA						
36	Cut & Cap Existing 10" Pipe		EA						
37	Raise Manhole to Grade		LS						
38	6" Sewer Repair	1	LS	\$4,000.00	\$4,000.00	\$4,215.00	\$4,215.00	\$4,300.00	\$4,300.00
<b>E. JACKSON ST. WATER MAIN SUBTOTAL (SUM 1-38) =</b>				<b>\$372,771.60</b>		<b>\$230,987.25</b>		<b>\$251,230.00</b>	

**CITY OF JACKSON, MO**  
**WATER SYSTEM FACILITY PLAN IMPLEMENTATION PROJECT - PHASE 2, PROJECT 2E - PART 1**  
**BID TABULATION**

Overall Project Items				Engineer's Estimate Horner & Shifrin		Nip Kelley Equipment Co., Inc		CE Contracting, Inc.	
Item	Description	Estimated Quantity	Unit	Unit Bid Price	Extended Bid Price	Unit Bid Price	Extended Bid Price	Unit Bid Price	Extended Bid Price
39	Project Traffic Control	1	LS	\$20,000.00	\$20,000.00	\$33,550.00	\$33,550.00	\$11,300.00	\$11,300.00
40	Project Mobilization/Demobilization	1	LS	\$76,105.00	\$76,105.00	\$30,340.00	\$30,340.00	\$49,790.00	\$49,790.00

BID TOTAL SUMMARY				Engineer's Estimate Horner & Shifrin		Nip Kelley Equipment Co., Inc		CE Contracting, Inc.	
	E. JACKSON ST.			\$1,122,800.00		\$726,744.00		\$790,518.00	
	S. HIGH ST.			\$372,771.60		\$230,987.25		\$251,230.00	
	OVERALL PROJECT - TRAFFIC CONTROL			\$20,000.00		\$33,550.00		\$11,300.00	
	OVERALL PROJECT - MOBILIZATION/DEMOBILIZATION			\$76,105.00		\$30,340.00		\$49,790.00	
TOTAL BID				\$1,591,676.60		\$1,021,621.25		\$1,102,838.00	

Supplemental Bid Items				Engineer's Estimate Horner & Shifrin		Nip Kelley Equipment Co., Inc		CE Contracting, Inc.	
Item	Description	Unit		Unit Bid Price		Unit Bid Price		Unit Bid Price	
1S	Rock Excavation	CY		-		\$300.00		\$300.00	
2S	Repair of Unknown Water Service	EA		-		\$3,470.00		\$1,870.00	
3S	Downtime	HR		-		\$320.00		\$860.00	
4S	8-Inch Cut-in Valve	EA		-		\$10,988.00		\$9,700.00	

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *NIP KELLEY EQUIPMENT COMPANY, INC., OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO THE WATER SYSTEM FACILITY PLAN IMPLEMENTATION PROJECT, PHASE 2, PROJECT 2E – PART 1; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Nip Kelley Equipment Company, Inc., 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.

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

FIRST READING: May 19, 2025.

SECOND READING: May 19, 2025.

PASSED AND APPROVED this 19th day of May, 2025, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

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

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement is by and between **City of Jackson** ("Owner") and **Nip Kelley Equipment Company, Inc.** ("Contractor").

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

Owner and Contractor hereby agree as follows:

### ARTICLE 1 – WORK

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

**Approximately 3,700 feet of new water main construction, existing main abandonment, and service transfers on E. Jackson Blvd. and S. High Street. The water main improvements are further described as follows:**

- **E. Jackson Boulevard: Construction of approximately 3,000 feet of 10-inch water main along Jackson Boulevard from S. Shawnee Boulevard to the Alliance Bank property (2320 E. Jackson Blvd), including abandonment of existing main and service transfers.**
- **S. High Street: Construction of approximately 700 feet of 8-inch water main along S. High Street from W. Adams Street to Madison Street, including abandonment of existing main and service transfers.**

### ARTICLE 2 – THE PROJECT

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

### ARTICLE 3 – ENGINEER

3.01 The Owner has retained **[Horner & Shifrin, Inc.]** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **[Horner & Shifrin, Inc.]** ("Engineer").

### ARTICLE 4 – CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.03 *Contract Times: Days*

- A. A. The Work will be substantially complete within **150** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and

completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **180** days after the date when the Contract Times commence to run.

- B. The City will also work with the Contract as necessary due to pipe availability delays.

#### 4.05 *Liquidated Damages*

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

#### 4.06 *Special Damages*

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

### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).



**Total Bid Price (from Bid Form) = \$ 1,021,621.25**

**\$One Million Twenty One Thousand Six Hundred Twenty One and Twenty Five Cents**

(use words)

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

## **ARTICLE 6 – PAYMENT PROCEDURES**

### **6.01 *Submittal and Processing of Payments***

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

### **6.02 *Progress Payments; Retainage***

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

### **6.03 *Final Payment***

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

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. Not Used.

**ARTICLE 7 – CONTRACT DOCUMENTS**

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. Notice of Award
  - 2. This Agreement.
  - 3. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 4. General Conditions.
  - 5. Supplementary Conditions.
  - 6. Specifications as listed in the table of contents of the project manual.
  - 7. Drawings (not attached but incorporated by reference) consisting of **[13]** sheets with each sheet bearing the following general title: **[Water System Facility Plan Implementation Project, Phase 2, Project 2E – Part 1]**.
  - 8. Addenda (numbers **[1]** to **[2]**, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid
    - b. List of Proposed Major Subcontractors
    - d. Qualification Statement with Supporting Data
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 Contractor's Representations

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

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

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

Owner:

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

101 Court Street

Jackson, Missouri 63755

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Same as above

Phone:

Email:

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

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

41 North Sprigg St.

Cape Girardeau, Missouri 63701

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Same as above

Phone:

Email:

License No.:


(where applicable)

State:



# 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:** May 16, 2025

**SUBJECT:** Lighting Maintenance and Cost Share Program Agreements

At the last Study Session Meeting, the staff informed you that our next steps would be to get lighting maintenance and cost share agreements in place for the installation of new lights on E. Jackson Blvd., as well as taking over the maintenance of the existing lights on W. Jackson Blvd.

I am happy to report the City staff and MoDOT officials have agreed to final versions of all three agreements and the documents are ready for approval by the Mayor and Board of Aldermen. Once signed, I will send them up to Jefferson City for MoDOT approval.

The staff continues to work closely with Strickland Engineering to finalize construction cost estimates and the front-end bid documents. Once completed, the project will be ready to bid.

Thanks for your time and consideration of the information. Please contact me should you have any questions regarding this matter.

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A LIGHTING MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION*, RELATIVE TO *THE MAINTENANCE OF EXISTING CONTINUOUS LIGHTING ALONG WEST JACKSON BOULEVARD*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented an agreement 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Missouri Highways and Transportation Commission**. 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: May 19, 2025.

SECOND READING: May 19, 2025.

PASSED AND APPROVED this 19th day of May 2025, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

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

CCO Form: TR39  
 Approved: 10/03 (BDG)  
 Revised: 03/24 (TLP)  
 Modified: 03/25 (BAB)

MoDOT District: Southeast District  
 MoDOT Agreement Administrator: Jake Butler  
 eAgreement No.: 2024-10-85701

## **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION LIGHTING MAINTENANCE AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Jackson, Missouri (hereinafter, "City")

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the parties agree as follows:

(1) PURPOSE AND SCOPE: It is the purpose of this Agreement to outline the responsibilities of the Commission and the City for lighting maintenance of the portion of MO 72 in Cape Girardeau County, Missouri.

(2) INSTALLATION OF LIGHTING:

(A) The Commission has installed 40 luminaires along MO 72 from the intersection of MO 25 and west to approximately 870 feet West of Pioneer Orchard Road that is considered Continuous Lighting. An aerial plan sheet referencing the luminaries considered to be Continuous Lighting is attached hereto and incorporated by reference as Exhibit A. The Commission will incur the installation expense of upgrading the existing luminaires along MO 72 from the intersection of MO 25 and west to approximately 870 feet West of Pioneer Orchard Road to LED fixtures, with the exception of the thirteenth luminary which was previously removed by the Commission. The Commission shall be responsible for all maintenance and traffic control devices on and along MO 72 from the intersection of MO 25 and west to approximately 870 feet West of Pioneer Orchard Dr., with the exception of the Continuous Lighting set forth in Exhibit A.

(B) The City shall take over ownership and maintain, at the City's sole cost, all Continuous Lighting along MO 72 from the intersection of MO 25 and west to approximately 870 feet West of Pioneer Orchard Dr. within the Commission's limited access right of way. The City shall also take over ownership and maintain all conduits, pull boxes, power meters, and lighting controllers for this Continuous lighting. The lighting shall be maintained in accordance with the Missouri Department of Transportation's Engineering Policy Guide. The City shall pay the cost of electrical current for the operation of the Continuous Lighting. The City shall provide and maintain power at the locations designated. Within ninety

(90) days of execution of this Agreement or within five (5) days of the date that all luminaries subject of this Agreement are updated with LED lighting, whichever date occurs first, the City shall convert the power associated with the Continuous Lighting out of the name of the Commission and into the name of the City.

(3) MAINTENANCE BY CONTRACT:

(A) The City may have the maintenance work required pursuant to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(B) The City shall respond to any emergency situation in which repair or maintenance of damage to the lighting is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(4) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY:

In order to coordinate maintenance activities on the improvement, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Operational Support Engineer or a designated assistant and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(6) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locate request information along MO 72 from the intersection of MO 25 and west to approximately 870 feet West of Pioneer Orchard Road concerning the cable(s) for the lighting system, including the pullboxes and conduits.

(7) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's Representative for the purpose of administering the provisions of this Agreement. The Commission's Representative may designate by written notice to each of the City Representatives, additional

persons having the authority to act on behalf of the Commission in the performance of this Agreement.

(8) CITY REPRESENTATIVE: The City Mayor for the City is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City Representatives may designate by written notice to the Commission's Representative additional persons having the authority to act on behalf of the City or a City Department in the performance of this Agreement.

(9) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given upon delivery by First Class, Priority or Express United States mail, postage prepaid, or upon actual receipt by courier, personal or facsimile delivery, addressed as follows:

(A) To the Commission:

Jason Williams, Assistant District Engineer  
Missouri Department of Transportation  
2675 N. Main St.  
Sikeston, MO 63801  
Fax: (573) 472-5219

(B) To the City

Dwain Hahs, City Mayor  
City of Jackson  
101 Court St.  
Jackson, MO 63755  
Fax: (573) 243-4588

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(10) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply

with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(13) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(16) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These

records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(17) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(18) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(19) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(20) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property.

(21) NO INTEREST: By contributing to the cost of the maintenance of this project or improvement, the City gains no interest in the constructed lighting improvements whatsoever. The Commission shall not be obligated to keep the constructed lighting in place if the Commission, in its sole discretion, determines removal or modification of the lighting is in the best interests of the state highway system. In the event the Commission decides to remove the lighting improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(22) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City this \_\_\_\_\_(date).

Executed by Commission this \_\_\_\_\_(date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

**City of Jackson**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title **City Mayor**

ATTEST:

ATTEST:

By \_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title **City Clerk**

Ordinance No. \_\_\_\_\_

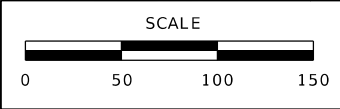
APPROVED AS TO FORM:

By \_\_\_\_\_  
Commission Counsel

Refer to provided documents

## Exhibit A






DATE PREPARED	
2/5/2025	
ROUTE	STATE
72	MO
DISTRICT	SHEET NO.
SE	1
COUNTY	
CAPE GIRARDEAU	
JOB NO.	

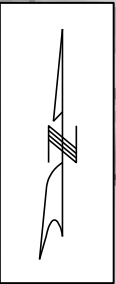
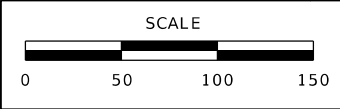
CONTRACT ID.
PROJECT NO.
BRIDGE NO.


DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION



105 WEST CAPITOL  
JEFFERSON CITY, MO 65102  
1-888-ASK-MODOT (1-888-273-6636)




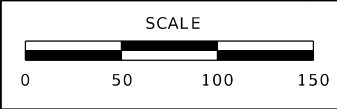
DATE PREPARED 2/5/2025	
ROUTE 72	STATE MO
DISTRICT SE	SHEET NO. 2
COUNTY CAPE GIRARDEAU	
JOB NO.	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
DATE	DESCRIPTION
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	
	
105 WEST CAPITOL JEFFERSON CITY, MO 65102 1-888-ASK-MODOT (1-888-273-6636)	



DATE PREPARED 2/5/2025	
ROUTE 72	STATE MO
DISTRICT SE	SHEET NO. 3
COUNTY CAPE GIRARDEAU	
JOB NO.	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
DATE	DESCRIPTION
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	105 WEST CAPITOL JEFFERSON CITY, MO 65102 1-888-ASK-MODOT (1-888-273-6636)




DATE PREPARED 2/5/2025	
ROUTE 72	STATE MO
DISTRICT SE	SHEET NO. 4
COUNTY CAPE GIRARDEAU	
JOB NO.	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
DATE	DESCRIPTION
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	
	
105 WEST CAPITOL JEFFERSON CITY, MO 65102 1-888-ASK-MODOT (1-888-273-6636)	

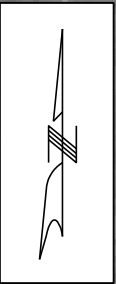
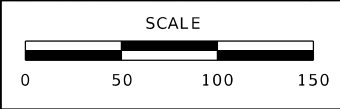



DATE PREPARED 2/5/2025	
ROUTE 72	STATE MO
DISTRICT SE	SHEET NO. 5
COUNTY CAPE GIRARDEAU	
JOB NO.	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
DESCRIPTION	
DATE	

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION



105 WEST CAPITOL  
JEFFERSON CITY, MO 65102  
1-888-ASK-MODOT (1-888-273-6636)

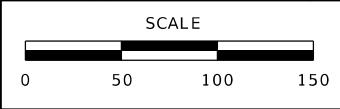



DATE PREPARED 2/5/2025	
ROUTE 72	STATE MO
DISTRICT SE	SHEET NO. 6
COUNTY CAPE GIRARDEAU	
JOB NO.	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
DESCRIPTION	
DATE	
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	
	
105 WEST CAPITOL JEFFERSON CITY, MO 65102 1-888-ASK-MODOT (1-888-273-6636)	



DATE PREPARED 2/11/2025	
ROUTE 72	STATE MO
DISTRICT SE	SHEET NO. 7
COUNTY CAPE GIRARDEAU	
JOB NO.	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
DATE	DESCRIPTION
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	105 WEST CAPITOL JEFFERSON CITY, MO 65102 1-888-ASK-MODOT (1-888-273-6636)





DATE PREPARED 2/5/2025	
ROUTE 72	STATE MO
DISTRICT SE	SHEET NO. 8
COUNTY CAPE GIRARDEAU	
JOB NO.	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	
DESCRIPTION	DATE
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	
 105 WEST CAPITOL JEFFERSON CITY, MO 65102 1-888-ASK-MODOT (1-888-273-6636)	



BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A LIGHTING MAINTENANCE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION*, RELATIVE TO *THE INSTALLATION AND MAINTENANCE OF NEW CONTINUOUS LIGHTING ALONG EAST JACKSON BOULEVARD*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented an agreement 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Missouri Highways and Transportation Commission**. 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: May 19, 2025.

SECOND READING: May 19, 2025.

PASSED AND APPROVED this 19th day of May 2025, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

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

CCO Form: TR39  
 Approved: 10/03 (BDG)  
 Revised: 03/24 (TLP)  
 Modified:

MoDOT District: Southeast District  
 MoDOT Agreement Administrator: Jake Butler  
 eAgreement No.: 2024-04-83881

## MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION LIGHTING MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Jackson, Missouri (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained in this Agreement, the parties agree as follows:

(1) PURPOSE AND SCOPE: It is the purpose of this Agreement to outline the responsibilities of the Commission and the City for installation and lighting maintenance of the portion of US 61.

(2) INSTALLATION OF LIGHTING:

(A) The City shall install 97 luminaires on US 61, Cape Girardeau from approximately Hilltop Dr. to approximately 400' West of Old Orchard Rd. The City will incur the installation expense of the luminaires. The Commission shall be responsible for all maintenance and traffic control devices on and along the roadway US 61, Cape Girardeau from approximately Hilltop Dr. to approximately 400' West of Old Orchard Rd, with the exception of continuous lighting. The plan sheets prepared by Strickland Engineering referencing the luminaries considered to be Continuous Lighting is attached hereto and incorporated by reference as Exhibit A.

(B) The City shall maintain, at the City's cost, continuous lighting within the Commission's limited access right of way. The lighting shall be maintained in accordance with the Missouri Department of Transportation's Engineering Policy Guide. The City shall pay the cost of electrical current for the operation of the continuous lighting. The City shall provide and maintain power at the locations designated.

(3) MAINTENANCE BY CONTRACT:

(A) The City may have the maintenance work required pursuant

to this Agreement performed by either its own maintenance personnel or by contract with qualified individuals or companies approved by the Commission to provide a fully functional and dependable lighting system.

(B) The City shall respond to any emergency situation in which repair or maintenance of damage to the lighting is required immediately to correct a dangerous condition or restore the safe, unobstructed flow of traffic on the improvement.

(4) MAINTENANCE BY CITY WITHIN COMMISSION RIGHT OF WAY: In order to coordinate maintenance activities on the improvement, the City shall notify the Commission either by telephone, telefax, or in writing, prior to performing maintenance work within Commission right of way. Such notification shall be made to the District's Operational Support Engineer or a designated assistant and shall include the location and nature of the work to be performed. Any maintenance activities done by the City which involves closing one or more of the through lanes of the improvement, affects the safety of the traveling public, or which will cause permanent changes to the configuration of the improvement, may require a permit from the Commission. The City will be informed of whether or not a permit is required at the time the City notifies Commission of the proposed maintenance activities. The City shall comply with any additional condition placed upon the issuance of the permit.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

(6) UTILITY LOCATING RESPONSIBILITY: The City shall be responsible for any utility locate request information along US 61, Cape Girardeau from approximately Hilltop Dr. to approximately 400' West of Old Orchard Rd concerning the cable(s) for the lighting system, including the pullbox(es) and conduit(s).

(7) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's Representative for the purpose of administering the provisions of this Agreement. The Commission's Representative may designate by written notice to each of the City Representatives, additional persons having the authority to act on behalf of the Commission in the performance of this Agreement.

(8) CITY REPRESENTATIVE: The Mayor for the City is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City Representatives may designate by written notice to the Commission's Representative additional persons

having the authority to act on behalf of the City or a City Department in the performance of this Agreement.

(9) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given upon delivery by First Class, Priority or Express United States mail, postage prepaid, or upon actual receipt by courier, personal or facsimile delivery, addressed as follows:

(A) To the Commission:

Jason Williams, Assistant District Engineer  
Missouri Department of Transportation  
2675 N. Main St.  
Sikeston, MO 63801  
Fax: (573) 472-5219

(B) To the City:

Dwain Hahs, City Mayor  
City of Jackson  
101 Court St.  
Jackson, MO 63755  
Fax: (573) 243-4588

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(10) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(11) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(12) INDEMNIFICATION: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(13) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(14) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(15) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(16) AUDIT OF RECORDS: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(17) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(18) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

(19) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(20) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Commission's property except the continuous lighting and equipment being installed by the City.

(21) NO INTEREST: By contributing to the cost of the maintenance of this project or improvement, the City gains no interest in the constructed lighting improvements whatsoever. The Commission shall not be obligated to keep the constructed lighting in place if the Commission, in its sole discretion, determines removal or modification of the lighting is in the best interests of the state highway system. In the event the Commission decides to remove the lighting improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(22) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by City this \_\_\_\_\_(date).

Executed by Commission this \_\_\_\_\_(date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

**[City of Jackson]**

\_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title **City Mayor**

ATTEST:

ATTEST:

By \_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title **City Clerk**

Ordinance No. \_\_\_\_\_

APPROVED AS TO FORM:

By \_\_\_\_\_  
Commission Counsel





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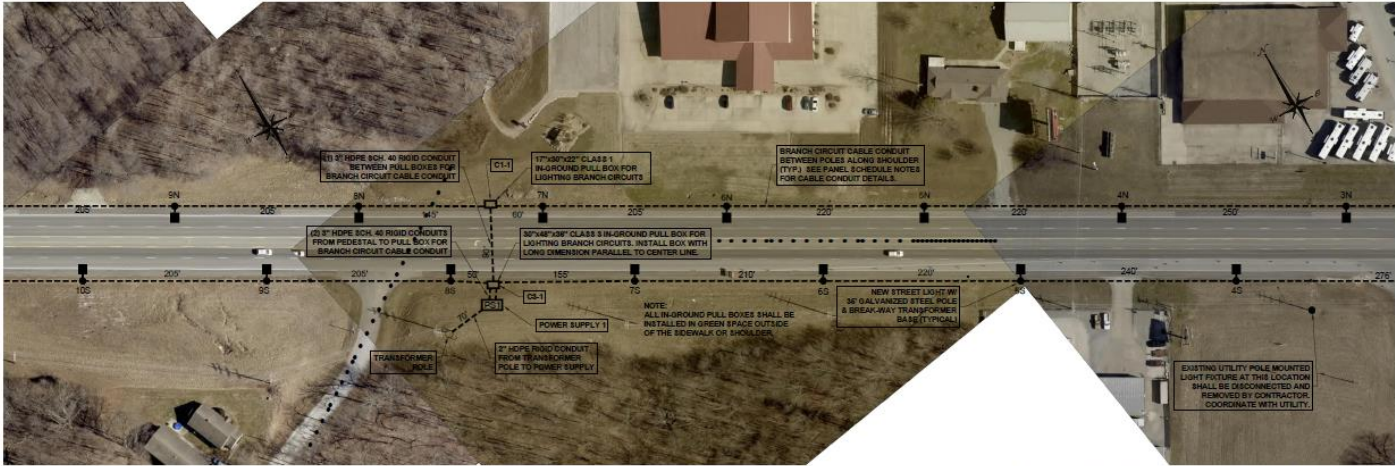


STRICKLAND  
ENGINEERING

\*\*\*\*\* As Noted  
\*\*\*\*\* 04/04/2024  
\*\*\*\*\* SW/AW  
\*\*\*\*\* 23-135  
\*\*\*\*\* E1.2







1  
E1.4 SCALE: 1" = 50'



2  
E1.4 SCALE: 1" = 50'

PROJECT INFORMATION	
PROJECT NAME	ROADWAY LIGHTING PROJECT
DATE	04/04/2024
DESIGNER INFORMATION	
DESIGNER	STRICKLAND ENGINEERING
PROJECT NO.	23-135
DATE	04/04/2024
CLIENT INFORMATION	
CLIENT	MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PROJECT NO.	23-135
DATE	04/04/2024

STRICKLAND  
ENGINEERING

LIGHTING  
LAYOUT PLAN

As Noted
04/04/2024
SW/AW
23-135

E1.4

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A COST SHARE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION*, RELATIVE TO *THE EAST JACKSON BOULEVARD ROADWAY LIGHTING 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 an agreement 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Missouri Highways and Transportation Commission**. 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: May 19, 2025.

SECOND READING: May 19, 2025.

PASSED AND APPROVED this 19th day of May 2025, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

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



CCO Form: FS08  
 Approved: 03/04 (BDG)  
 Revised: 03/24 (TLP)  
 Modified:

Route 61  
 County Cape Girardeau  
 Project No. SE0247  
 City of Jackson  
 Agreement No.: 2024-09-85369

## MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION COST SHARE AGREEMENT<sup>1</sup>

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Jackson (hereinafter, "Entity").

WITNESSETH:

WHEREAS, the Entity applied to the Commission's Cost Share Committee for participation in the Commission's *Cost Share Program*; and

WHEREAS, on September 12, 2024, the Cost Share Committee approved the Entity's application to the *Cost Share Program* subject to the terms and conditions of this Agreement.

WHEREAS, the Entity wishes to enter into an TR39 Lighting Maintenance agreement with the Missouri Highways and Transportation Commission for the purpose of conveying existing continuous lighting along Route 72 (West Jackson Boulevard) from approximately STA 576+50 to 679+00 except for existing intersection lighting.

WHEREAS, said Project is contingent upon the Entity's execution of a TR39 Lighting Maintenance Agreement for continuous lighting along Route 72 (West Jackson Boulevard).

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to co-ordinate the participation by the Commission in the cost of the Entity's Project:

Installation of Lighting along Route 61 (East Jackson BLVD) from approximately the intersection of North Hilltop Drive in an easterly direction to South Old Orchard Road. Project No. SE0247

(2) LOCATION: The transportation improvement that is the subject of this Agreement is contemplated at the following location:

Install Continuous Lighting along Route 61 (East Jackson BLVD) from

---

approximately the intersection of K-Land Drive in an easterly direction to South Old Orchard Road.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the Entity and the Commission.

(4) COMMISSION REPRESENTATIVE: The Commission's Southeast District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(5) ASSIGNMENT: The Entity shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(6) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Entity shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(7) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Entity with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Entity.

(8) PROJECT RESPONSIBILITIES: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Entity shall be responsible for all aspects of the project including design engineering, acquisition of right of way, relocation of utilities, letting the project, construction, and inspection of the project.

(B) The Entity shall follow the commission's Local Public Agency (LPA) policy and procedures for all aspects of the project.

(C) The Entity shall provide preliminary and final design engineering for the preparation of detailed right-of-way and construction plans and project specifications. This includes coordination with all public and private utility owners within the project limits and relocation of utilities impacted by the project. The plans shall be prepared in accordance with and conform to the Commission's requirements, standards, and specifications. Said plans shall not be changed in concept or scope without prior written approval of the Commission.

(D) The Entity shall acquire any additional right of way required for the project and in doing so agrees that it will comply with applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(E) The Entity shall be responsible for letting the work for the Project, which includes advertising the project for bids and awarding the construction contract. The Entity shall solicit bids for the Project in accordance with plans developed by the Entity, or as the plans may from time to time be modified in order to carry out the Project as contemplated. The Entity shall not award the construction contract without obtaining Commission's concurrence in the award. If the Entity awards the construction contract without concurrence, the Commission is under no obligation to continue participation in the cost of the project.

(F) The Entity shall secure all required federal, state, and local permits as required for design and construction of the Project. Prior to entering onto the Commission right of way to perform any obligation under this Agreement, the Entity shall obtain any applicable permit from the Commission, unless the performance of such obligations under this Agreement would not ordinarily require a permit from the Commission.

(G) The Entity shall be responsible for construction of the Project, which includes administration of the construction contract and inspection of the Project work. The Project shall be constructed in accordance with and conform to the current criteria and requirements established and adopted by the Commission and in accordance with current applicable manuals and policies of the Commission and the Federal Highway Administration (FHWA), if applicable, which will be furnished by the Commission upon request, and, absent the foregoing, with manuals and policies of the American Association of State Highway and Transportation Officials ("AASHTO").

(H) The Commission will provide preliminary engineering review, right of way acquisition review, and construction engineering review of the project to ensure compliance with the Commission's policies and procedures.

(9) FINANCIAL RESPONSIBILITIES: With regard to work under this Agreement, the Entity agrees as follows:

(A) The estimated total cost of the project is one million eight hundred sixty-nine thousand one hundred four dollars (\$1,869,104) which includes preliminary engineering review, project construction, construction engineering, and construction engineering review. The details of the estimated cost breakdown are shown below and in "Exhibit B", which is incorporated herein and attached hereto.

(B) The Commission's share of the project will be fifty percent (50%) of the Cost Share eligible portion of the total project cost, not to exceed nine hundred thirty-four thousand five hundred fifty-two dollars (\$934,552). Of this amount, the Commission will provide nine hundred twenty-six thousand five hundred fifty-two dollars (\$926,552) from the Commission's Cost Share Program, with nine hundred twenty-six thousand five hundred fifty-two dollars (\$926,552) available in State Fiscal Year 2025, and preliminary engineering review and construction engineering review by its Southeast District personnel estimated to total eight thousand dollars (\$8,000).

(C) The Entity shall be responsible for fifty percent (50%) of the Cost Share eligible portion of the project cost, currently estimated at nine hundred thirty-four thousand five hundred fifty-two dollars (\$934,552). The Entity shall be responsible for the balance of the total project cost in excess of one million eight hundred sixty-nine thousand one hundred four dollars (\$1,869,104).

(D) The Entity shall be responsible for all project cost overruns. Underruns on the Cost Share eligible portion of the project will be allocated to the Commission and the Entity based on a pro rata share.

(E) The Entity may request reimbursement from the Commission after eligible costs are incurred. Requests for reimbursement shall be submitted no more than monthly after July 1, 2024, the beginning of State Fiscal Year 2025 for engineering construction. The project schedule of the project is shown on attachment marked "Exhibit C" and incorporated herein by reference.

(10) COMMISSION RIGHT OF WAY: All improvements made within the state-owned right-of-way shall become the Entity's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Entity.

(11) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(12) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Entity.

(13) NO INTEREST: By contributing to the cost of this project or improvement, the Entity gains no interest in the constructed roadway or improvements whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the Entity shall not be entitled to a refund of the funds contributed by the Entity pursuant to this Agreement.

(14) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(15) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Entity will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City.

(16) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(17) ADDITIONAL FUNDING: In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the Entity for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the Entity with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the Entity's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the Entity's request for a refund pursuant to this provision must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Entity and the Commission.

(18) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(19) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(20) VOLUNTARY NATURE OF AGREEMENT: Each party to this Agreement

warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

(21) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or immediately after delivery in person, or by facsimile or electronic mail addressed as follows:

Commission to: Missouri Department of Transportation  
Attn: Mark Croarkin  
2675 North Main  
Sikeston, MO 63801  
Facsimile No.: 573-472-5296  
Email: mark.croarkin@modot.mo.gov

Entity to: City of Jackson  
Attn. Dwain Hahs  
101 Court Street  
Jackson, MO 63775  
Facsimile No.: 573-243-4588  
Email: mayorhahs@jacksonmo.org

or to such other place as the parties may designate in accordance with this Agreement.

(22) AUDIT OF RECORDS: The Entity must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(23) INDEMNIFICATION: To the extent allowed or imposed by law, the Entity shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Entity's wrongful or negligent performance of its obligations under this Agreement.

(24) INSURANCE:

(A) The Entity is required or will require any contractor procured by the Entity to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(B) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the Entity this \_\_\_\_\_ (date).

Executed by the Commission this \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF JACKSON

\_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_  
Title \_\_\_\_\_

Approved as to Form:

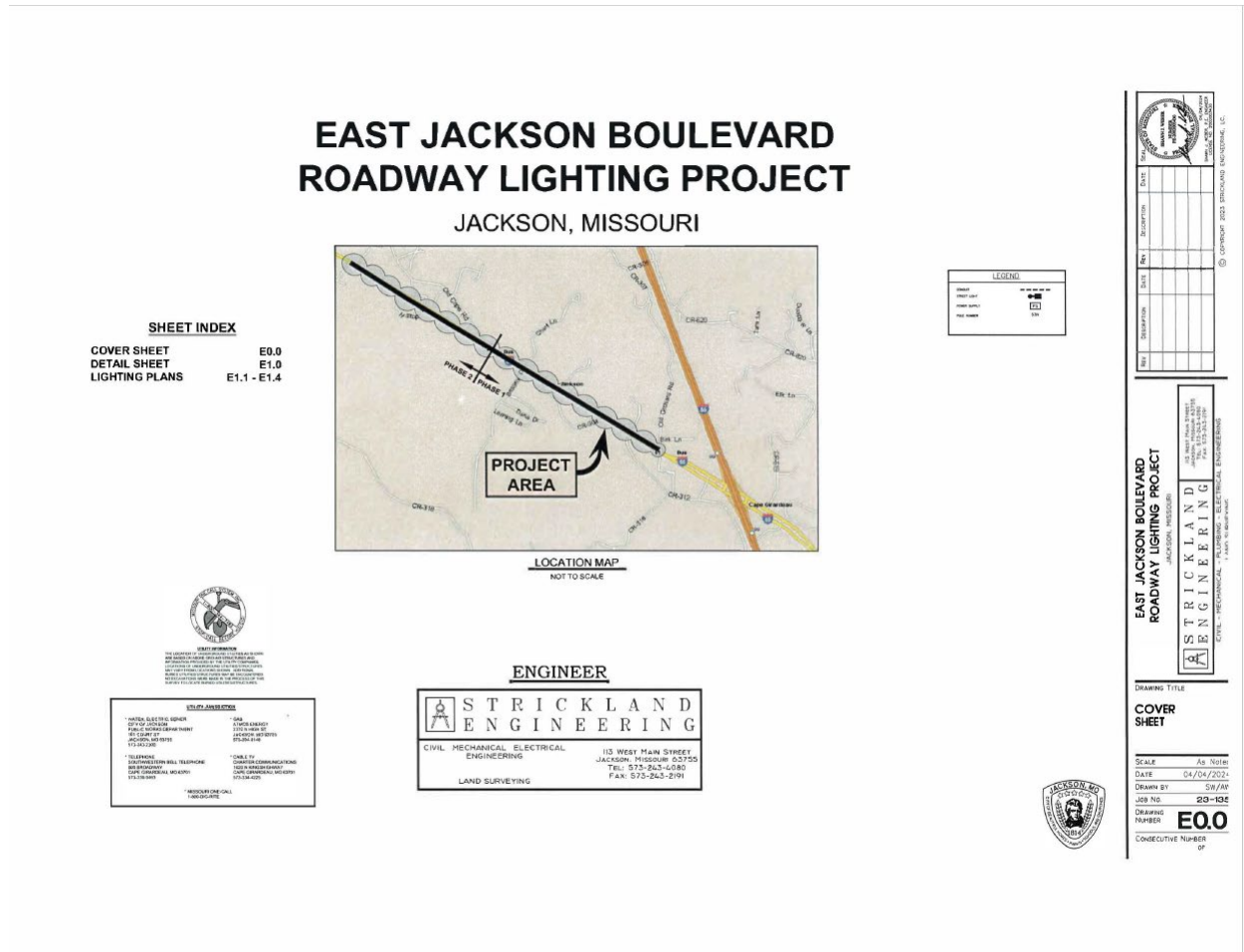
Approved as to Form:

\_\_\_\_\_  
Commission Counsel

By \_\_\_\_\_  
Title: \_\_\_\_\_  
Ordinance No \_\_\_\_\_



Exhibit A



## Exhibit B

**Project Name:** East Jackson Boulevard Roadway Lighting Project

**MoDOT Project Number:** SE0247

**Description:** Install Continuous Lighting along Route 61 (East Jackson BLVD) from approximately the intersection of North Hilltop Drive in an easterly direction to South Old Orchard Road.

**Total Project Cost Estimate:** \$1,869,104

**Local Entity:** City of Jackson

	Current Estimate	Cost Share Eligible
Preliminary Engineering	\$0	\$0
Preliminary Engineering Review (MoDOT)	\$3,000	\$3,000
Right of Way Acquisition	\$0	\$0
Right of Way Incidentals	\$0	\$0
Right of Way Review (MoDOT)	\$0	\$0
Utilities	\$0	\$0
Construction	\$1,823,004	\$1,823,004
Construction Engineering	\$38,100	\$38,100
Construction Engineering Review (MoDOT)	\$5,000	\$5,000
Total	\$1,869,104	\$1,869,104

### Project Responsibilities:

Design	Entity
Right of Way Acquisition	Entity
Letting	Entity
Inspection	Entity

### Financial Responsibilities:

MoDOT Internal Budget	\$8,000	0%
Cost Share Funds	\$926,552	50%
Entity	\$934,552	50%
CMAQ/STBG	\$0	0%
Total:	\$1,869,104	100%

**How are overruns and underruns handled?** The city will be responsible for overruns on the project. Underruns will be based on the pro rata share.

## Exhibit C

## Project Schedule

Project Programming	December 2024
Preliminary Plan Submittal	(already approved)
Final PS&E Submittal	(June 2025)
Final PS&E Approval	(July 2025)
Letting	(August 2025)
Construction award	(October 2025)

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AMENDING CHAPTER 3, ARTICLE V, DIVISION 2, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO REPEAL SEC. 3-213 – CITY CLERK; 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 3, Article V, Division 2 of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended by deleting “Sec. 3-213 – Same – As clerk of municipal court.

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: May 19, 2025.

SECOND READING: May 19, 2025.

PASSED AND APPROVED this 19th day of May, 2025, by a vote of \_\_\_\_ ayes, \_\_\_\_ nays, \_\_\_\_ abstentions and \_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_  
Mayor

ATTEST:

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

# MEMO



**To:** Mayor Dwain Hahs and Members of the Board of Aldermen

**From:** Rodney Bollinger, Director of Administrative Services

**Date:** Friday, May 16, 2025

**Re:** Master Agreement for Professional Architectural Services

---

Over the past many years, the City has routinely entered into Master Services Agreements (MSAs) with local engineering and architectural firms to provide consulting services.

This Bill will approve a new Master Services Agreement with the firm of Dille Pollard, LLC, of Poplar Bluff, to provide architectural services and authorize the Mayor to execute the agreement.

It is recommended the City approve the agreement.

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *DILLE POLLARD, LLC*, OF POPLAR BLUFF, MISSOURI, RELATIVE TO PROVIDING SERVICES UNDER A MASTER AGREEMENT FOR PROFESSIONAL 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 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Dille Pollard, LLC, of Poplar Bluff, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: May 19, 2025.

SECOND READING: May 19, 2025.

PASSED AND APPROVED this 19th day of May, 2025, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

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



## MASTER AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES

**THIS AGREEMENT** is made and entered into this 5th day of May, 2025, by and between the *CITY OF JACKSON, MISSOURI, a municipal corporation* (the “City”) and *Dille Pollard, LLC* (the “Architect”).

**WHEREAS**, the City has determined that from time to time the City requires professional 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**, Architect submitted appropriate qualifications for the provision of such services; and

**WHEREAS**, the City has agreed to accept Architect'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. Architect shall serve as a professional architectural 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 architect 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 Architect pertaining to any specific task order for which the City desires to obtain said services shall be initiated and performed by the Architect only upon written Authorization, duly agreed to and properly executed by an authorized representative of both City and Architect.

3. Projects where architectural fees are anticipated to exceed \$3,000.00 require the Architect 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 Architect 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. Architect need not provide written cost estimates or schedules where the City requests informal architectural assistance or Architect'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 Architect if issued by the City Administrator, Assistant City Administrator, or the Director of Public Works.

## **SECTION C – Compensation for Architectural Services**

5. The attached schedule of rates (Exhibit A) is provided by Architect and agreed upon by the City as the unit rates for labor on all services. If Architect engages a subcontractor, the cost of subcontracted services and materials shall not be billed to the City in an amount in excess of Architect'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 Architect's rates to the City Administrator.

6. Invoices for architectural 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 Architect of Architect's primary responsibility of the quality and performance of the work. The Architect will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under Architect's control.

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

9. All plans, specifications, and other documents shall be endorsed by the Architect and shall reflect the name and seal of the professional architect 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 architect registered in the State of Missouri.

10. The Architect 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, Architect 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, Architect may then destroy the records. Architect'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 Architect and that the City shall indemnify and hold harmless Architect from all claims, damages, losses, and expenses, including attorneys' fees, arising out of, or resulting therefrom. Architect 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 Architect 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 Architect 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 Architect 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 Architect does not receive from the City at least one task order authorization during a period of three years, both the City and Architect 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 Architectural Services at the discretion of the parties. However, regardless of any frequency of work performed by the

Architect, 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 Architect agrees to keep information and materials provided by the City, or prepared by the Architect 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, Architect 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 Architect 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.

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

- Professional Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence 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 Architect 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. An endorsement on the required form supplied by the City naming the City of Jackson as an additional insured.

18. Architect shall make City an additional insured on the general liability of insurance that Architect is required to maintain under the Agreement documents. Similarly, Architect 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 Architect. 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 Architect 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 Architect 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. Architect agrees that City shall be provided at least sixty days advance written notice of any cancellation or rescission of any policy that Architect or any of its subcontractors or suppliers is required to maintain under the Agreement documents. Prior to commencing work, Architect shall provide City certificates of insurance evidencing the required coverages. City's receipt or review of any certificate of insurance reflecting that Architect 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 Architect shall comply with all federal, state, and municipal laws, regulations, and ordinances, including, but not limited to, environmental and labor statutes and regulations.

21. Architect 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 Architect under this Agreement may be subject for forfeiture in the event of multiple violations of this paragraph.

22. The Architect 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 Architect waives any and all complaints it might otherwise have against the City as to the particular Architect 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:

\_\_\_\_\_

Angela Birk, City Clerk/Treasurer



Brett P. Dille, Principal Architect

ATTEST:



Allison McClure 5-5-2025

Last updated 4-19-2024



*Designing Solutions.*

**2025** (effective 1/1/2025 – 12/31/2025)

**Dille Pollard LLC Hourly Rates**

Partner/Principal	\$225.00 per hour
Project Architect	\$195.00 per hour
Project Manager	\$175.00 per hour
Administration	\$105.00 per hour

**Structural Engineering Hourly Rates**

Partner/Principal	\$225.00 per hour
Project Engineer	\$200.00 per hour
Project Manager	\$175.00 per hour
Administration	\$110.00 per hour

**MEP Engineering Hourly Rates**

Partner/Principal	\$195.00 per hour
Associate	\$175.00 per hour
Sr. Engineer	\$150.00 per hour
Engineer	\$125.00 per hour
Designer	\$100.00 per hour



DATE: April 22, 2025

TO: Mr. George Harris, PE  
City Engineer  
Jackson Public Works  
101 Court Street  
Jackson, MO 63755

PROJECT: 23294 TAP-3000(009) City of Jackson East Main Street Pedestrian Walkway

RE: 04/22/2025 Summary of Bids and Recommendation to Award

Dear George,

Earlier today (10 AM on 04/22/2025) on the City's behalf we opened bids on the above noted project. A summary of the bids as read, a sign in sheet from the opening, and a spreadsheet summary of bid items is attached. The summary of bid items includes the engineer's estimate.

Bids were as follows in order of low to high:

1. Lappe Cement Finishing, Inc. \$503,307.47
2. Fronabarger Concreters, Inc. \$532,198.10

There are no apparent errors or imbalances in the bids.

All bidders included their bid bond documentation.

At this time, we would recommend the City of Jackson award the project to the low bidder, Lappe Cement Finishing, 2710 County Road 413, Friedheim, MO at \$503,307.47

Sincerely,



Digitally signed by Andrew Lee Meyer  
DN: C=US, E=ameyer@bfwengineers.com,  
O=Bacon Farmer Workman Engineering  
and Testing, OU="Project Manager, Cape  
Girardeau, MO", CN=Andrew Lee Meyer  
Reason: I attest to the accuracy and  
integrity of this document  
Contact Info: ameyer@bfwengineers.com  
5739879359  
Date: 2025.04.22 13:17:00-05'00'

Andy Meyer, PE  
Project Manager  
BFW Engineering and Consulting





**SUMMARY OF BID PROPOSALS RECEIVED FOR  
Jackson East Main Street Sidewalks**  
Jackson  
Jackson, MO

Project Name: Jackson East Main Street Sidewalks  
MoDOT Job No. 23294 TAP-3000 (009)  
Client: City of Jackson Missouri  
Job Number: 23294 TAP-3000 (009)  
Date: April 22, 2025

**BID OPENING**

Date: April 22nd, 2025 10:00 a.m. (local time)

Place: Jackson City Hall

**Base Bid Items**

				Fronabarger Concreters, Inc.		Lappe Cement Finishing, Inc.		Engineer's Estimate		N/A	
No.	Contingent Item Description	Quantity	Unit	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
10	CLEARING AND GRUBBING	1	ACRE	\$ 5,000.00	\$ 5,000.00	\$ 12,000.00	\$ 12,000.00	\$1,200.00	\$ 1,200.00		
20	REMOVAL OF IMPROVEMENTS	1	L.S.	\$ 6,500.00	\$ 6,500.00	\$ 8,280.00	\$ 8,280.00	\$ 10,000.00	\$ 10,000.00		
30	CLASS 3 EXCAVATION	36	CY	\$ 45.00	\$ 1,620.00	\$ 63.00	\$ 2,268.00	\$ 50.00	\$ 1,800.00		
40	MISC. {MODIFIED LINEAR GRADING, CL 2}	25.8	STA.	\$ 2,000.00	\$ 51,600.00	\$ 1,680.00	\$ 43,344.00	\$ 750.00	\$ 19,350.00		
50	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	1167	SY	\$ 13.00	\$ 15,171.00	\$ 8.00	\$ 9,336.00	\$ 8.00	\$ 9,336.00		
60	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	430	CY	\$ 20.00	\$ 8,600.00	\$ 10.00	\$ 4,300.00	\$ 10.00	\$ 4,300.00		
70	MISC. {DRAINAGE STRUCTURE MODIFICATION}	4	EACH	\$ 2,000.00	\$ 8,000.00	\$ 1,886.00	\$ 7,544.00	\$ 2,000.00	\$ 8,000.00		
80	CONCRETE CURB RAMP	91	SY	\$ 150.00	\$ 13,650.00	\$ 140.00	\$ 12,740.00	\$ 70.00	\$ 6,370.00		
90	TRUNCATED DOMES	161	SF	\$ 30.00	\$ 4,830.00	\$ 34.00	\$ 5,474.00	\$ 36.00	\$ 5,796.00		
100	SIDEWALK HAND-RAILING WITH BALUSTERS	121	LF	\$ 195.00	\$ 23,595.00	\$ 124.64	\$ 15,081.44	\$ 190.00	\$ 22,990.00		
110	"PAVED APPROACH, 7 IN."	71.9	SY	\$ 135.00	\$ 9,706.50	\$ 95.70	\$ 6,880.83	\$ 93.00	\$ 6,686.70		
120	"CONCRETE SIDEWALK, 4 IN."	1075.3	SY	\$ 82.00	\$ 88,174.60	\$ 78.00	\$ 83,873.40	\$ 70.00	\$ 75,271.00		
130	ROCK LINING	1	CY	\$ 150.00	\$ 150.00	\$ 410.00	\$ 410.00	\$ 80.00	\$ 80.00		
140	MISC. {TEMPORARY TRAFFIC CONTROL}	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 16,990.00	\$ 16,990.00	\$ 5,000.00	\$ 5,000.00		
150	MOBILIZATION	1	LS	\$ 52,000.00	\$ 52,000.00	\$ 27,590.00	\$ 27,590.00	\$ 40,000.00	\$ 40,000.00		
160	"6 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS"	374	LF	\$ 5.00	\$ 1,870.00	\$ 9.60	\$ 3,590.40	\$ 10.00	\$ 3,740.00		
170	"24 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS"	240	LF	\$ 12.00	\$ 2,880.00	\$ 19.00	\$ 4,560.00	\$ 10.00	\$ 2,400.00		
180	18 IN. PIPE GROUP A	36	LF	\$ 150.00	\$ 5,400.00	\$ 94.00	\$ 3,384.00	\$ 80.00	\$ 2,880.00		
190	PRECAST CONCRETE MANHOLE - 48 IN.	8	LF	\$ 600.00	\$ 4,800.00	\$ 890.00	\$ 7,120.00	\$ 500.00	\$ 4,000.00		
200	PRECAST CONCRETE DROP INLET 3 FT X 3 FT	13	LF	\$ 550.00	\$ 7,150.00	\$ 1,140.00	\$ 14,820.00	\$ 1,000.00	\$ 13,000.00		
210	18 IN. OR ALLOWED SUBSTITUTE GROUP A FLARED END SECTION	1	EACH	\$ 1,350.00	\$ 1,350.00	\$ 1,410.00	\$ 1,410.00	\$ 1,050.00	\$ 1,050.00		



220	MULCHING	1	ACRE	\$ 5,500.00	\$ 5,500.00	\$ 4,500.00	\$ 4,500.00	\$ 1,500.00	\$ 1,500.00		
230	SEEDING - COOL SEASON GRASSES	1	ACRE	\$ 6,500.00	\$ 6,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00		
240	ALTERNATE DITCH CHECK	20	LF	\$ 20.00	\$ 400.00	\$ 15.00	\$ 300.00	\$ 20.00	\$ 400.00		
250	CURB INLET CHECK	4	EACH	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	\$ 225.00	\$ 900.00		
260	SEDIMENT REMOVAL	26	CY	\$ 25.00	\$ 650.00	\$ 10.00	\$ 260.00	\$ 25.00	\$ 650.00		
270	SILT FENCE	200	LF	\$ 4.00	\$ 800.00	\$ 10.00	\$ 2,000.00	\$ 5.00	\$ 1,000.00		
280	2.5 IN. PSST POST - 12 GA	24	LF	\$ 30.00	\$ 720.00	\$ 42.00	\$ 1,008.00	\$ 25.00	\$ 600.00		
290	DRIVEN POST ANCHOR FOR 2.5 IN. PSST - 7 GA.	2	EACH	\$ 200.00	\$ 400.00	\$ 271.00	\$ 542.00	\$ 200.00	\$ 400.00		
300	SHF-FLAT SHEET FLOURESCENT	22	SF	\$ 28.00	\$ 616.00	\$ 34.00	\$ 748.00	\$ 50.00	\$ 1,100.00		
310	CLASS B-1 CONCRETE	181.8	CY	\$ 1,000.00	\$ 181,800.00	\$ 788.00	\$ 143,258.40	\$ 850.00	\$ 154,530.00		
320	REINFORCING STEEL	12310	LBS	\$ 1.50	\$ 18,465.00	\$ 4.50	\$ 55,395.00	\$ 5.00	\$ 61,550.00		
<b>Lump Sum Total Bid Amount (Including contingency)</b>					<b>\$ 532,198.10</b>		<b>\$ 503,307.47</b>		<b>\$ 470,879.70</b>		
			CHECK	NO		NO		N/A		N/A	
			BID BOND	YES		YES		N/A		N/A	
			AMOUNT								
			SURETY								



Digitally signed by Andrew Lee Meyer  
 DN: C=US,  
 E=ameyer@bfwengineers.com,  
 O=Bacon Farmer Workman  
 Engineering and Testing, OU="Project  
 Manager, Cape Girardeau, MO",  
 CN=Andrew Lee Meyer  
 Reason: I attest to the accuracy and  
 integrity of this document  
 Contact Info:  
 ameyer@bfwengineers.com  
 5739879359  
 Date: 2025.04.22 13:23:25-05'00'

Project: Jackson E Main Street Sidewalks

County: Cape Girardeau County, Missouri

Place: Jackson City Hall  
101 Court St  
Jackson, MO 63755

Date: Tuesday, April 22nd at 10:00am

95

LOG OF BIDS RECEIVED

PROJECT TITLE: EAST MAIN STREET PEDESTRIAN WALKWAY PROJECT  
PROJECT MANAGER: ANDY MEYER, PE, BFW ENGINEERING  
BID DUE DATE: TUESDAY, APRIL 22, 2025 AT 10:00 AM

COMPANY NAME:

- 1. Lappe Cement Finishing 4/22/25 8:27AM
- 2. Tronabanga Concreters, Inc. 4/22/25 9:25AM
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_
- 9. \_\_\_\_\_
- 10. \_\_\_\_\_
- 11. \_\_\_\_\_
- 12. \_\_\_\_\_
- 13. \_\_\_\_\_
- 14. \_\_\_\_\_
- 15. \_\_\_\_\_
- 16. \_\_\_\_\_
- 17. \_\_\_\_\_
- 18. \_\_\_\_\_



CITY OF JACKSON TABULATION SHEET  
Jackson East Main Street Sidewalks  
April 22, 2025 at 10:00am

BIDDER	COST	BOND (Y/N)
Lappe Cement Finishing, Inc.	\$503,307.47	Y
Fronabarger Concreters, Inc.	\$532,198.10	Y

CHAIRMAN: Rodney Barling (City of Jackson, LPA Person in Resp. charge.)  
RECORDER: Tierney Sabo (BFW)  
VERIFIER: [Signature] (BFW)

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *LAPPE CEMENT FINISHING, INC.*, OF PERRYVILLE, MISSOURI, RELATIVE TO *THE EAST MAIN STREET PEDESTRIAN WALKWAY PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Lappe Cement Finishing, Inc., of Perryville, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: May 19, 2025.

SECOND READING: May 19, 2025.

PASSED AND APPROVED this 19th day of May, 2025, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

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

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Jackson, (hereinafter referred to as the Owner) and Lappe Cement Finishing, Inc. of Perryville, Missouri, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this contract to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

---

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and **directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.**

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that **a:11 moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract.** Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**City of Jackson**

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

ATTEST: (SEAL)

\_\_\_\_\_  
[Attest Person Title and Printed Name]

**Lappe Cement Finishing, Inc.**

By \_\_\_\_\_  
Authorized Contractor Signature

\_\_\_\_\_  
Printed Name of Signatory

ATTEST: (SEAL)

\_\_\_\_\_  
[Attest Person Title and Printed Name]


**KOEHLER ENGINEERING & LAND SURVEYING, INC.**

194 Coker Lane  
 CAPE GIRARDEAU, MO 63701  
 PH: (573) 335-3026 FX: (573) 335-3049

April 29, 2025

Honorable Dwain Hahs, Mayor  
 City of Jackson, Missouri  
 101 Court Street  
 Jackson, Missouri 63755

**RE: Williams Creek Sanitary Sewer Extension Project, Phase 3  
 - Recommendation for Award**

Mr. Hahs,

On April 29, 2025 bids were received and opened in the office of the City Administrator for the above referenced project. Two bids were received, with the cost ranging from \$237,866.10 to \$524,090.70. An engineer's estimate was provided prior to the bid opening with a cost estimate of \$339,323.00. After a review of the bids which were received, and after discussions with City Staff, our recommendation is that the project be awarded to CE Contracting, Inc., of Sainte Genevieve, Missouri, as the lowest responsive bid for the project. The project is within the engineer's estimate, and the contractor is an excellent contractor.

We have reviewed the supporting documentation submitted with the bid, and found it to be in order and in compliance with the city and project requirements.

This letter is to constitute a formal recommendation that the City enter into an agreement and execute a contract with CE Contracting, Inc., of Sainte Genevieve, Missouri to complete the Construction of the Phase 3 Sanitary Sewer Main Extension Along Williams Creek in the City of Jackson, together with all other requirements indicated on the project plans, for the total sum of \$237,866.10. I have included copies of the bid tabulations for your use as well. We will request certificates of insurance and performance and payment bonds from the Contractor, and will expect to have same in hand prior to entering into a contract and issuance of a notice to proceed. I will prepare a formal notice of award and forward it to the contractor if the Board elects to proceed in this manner.

Thank you for the opportunity to continue to provide services to the City of Jackson for this project. If you need any further information, have any questions, or I can be of any further assistance in any capacity, please contact me at your earliest convenience.

Best Regards,

KOEHLER ENGINEERING &  
 LAND SURVEYING, INC.

Chris Koehler, PE, PLS  
 Enclosures

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *CE CONTRACTING, INC.*, OF STE. GENEVIEVE, MISSOURI, RELATIVE TO *THE PHASE 3 SANITARY SEWER MAIN EXTENSION ALONG WILLIAMS CREEK / SOUTH OLD ORCHARD ROAD*; 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 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **CE Contracting, Inc., of Ste. Genevieve, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: May 19, 2025.

SECOND READING: May 19, 2025.

PASSED AND APPROVED this 19th day of May, 2025, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

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



# **AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT PHASE 3 WILLIAMS CREEK SANITARY SEWER EXTENSION**

This Agreement is by and between **City of Jackson, Missouri** ("Owner") and **CE Contracting, Inc.** ("Contractor").

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

Owner and Contractor hereby agree as follows:

## **ARTICLE 1—WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

The Work in General consists of: Connect to existing sanitary sewer MH, construct approximately 1163 feet of new 8" Dia. PVC sanitary sewer main, 149 feet of 8" DI sanitary sewer main, 5 new manholes, cased creek crossing, service wyes and lines, fencing, and all other improvements noted on the improvement plans or within the specifications.

## **ARTICLE 2—THE PROJECT**

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

## **ARTICLE 3—ENGINEER**

3.01 The project has been designed by Koehler Engineering and Land Surveying, Inc.

3.02 The Owner has retained **Koehler Engineering and Land Surveying, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

## **ARTICLE 4—CONTRACT TIMES**

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **October 1<sup>st</sup>, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **November 1<sup>st</sup>, 2025**.

#### 4.4.05 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. *Substantial Completion*: Contractor shall pay Owner **\$750.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$750.00** for each day that expires after such time until the Work is completed and ready for final payment.
  4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

#### 4.06 Special Damages

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

### ARTICLE 5—CONTRACT PRICE

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

A. Total Bid Price (From Bid Form) = \$ 237,866.10  
 \$ Two Hundred Thirty-Seven Thousand, Eight Hundred Sixty-Six Dollars and Ten Cents  
 (Written Amount)

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

## **ARTICLE 6—PAYMENT PROCEDURES**

### **6.01 Submittal and Processing of Payments**

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

### **6.02 Progress Payments; Retainage**

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **1st** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **90** percent of the value of the Work completed (with the balance being retainage).
      - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. **90** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

### **6.03 Final Payment**

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

### **6.04 Consent of Surety**

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

### **6.05 Interest**

- A. Not Used

### **6.04 Penalties for Failure to Provide Safety Training**

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

## ARTICLE 7—CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of all of the following:
  - 1. This Agreement.
  - 2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  - 3. General Conditions.
  - 4. Supplementary Conditions.
  - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  - 6. Drawings (not attached but incorporated by reference) consisting of Ten (10) sheets.
  - 7. Addenda (numbers **01** to **02**, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (Pages 1 to 6, Inclusive).
    - b. List of Proposed Major Subcontractors
    - c. Qualifications Statement with Supporting Data
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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

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

Owner:

Contractor:

THE CITY OF JACKSON, MISSOURI

CE CONTRACTING, INC.

By:

(Individual's signature)

By:

(individual's signature)

Date:

(date signed)

Date:

(date signed)

Name:

Dwain Hahs

Name:

Alissa M. Tucker

Title:

Mayor

Title:

President

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Attest:

(individual's signature)

Title:

(typed or printed)

Title:

(typed or printed)

Address for giving notices:

101 Court Street

Address for giving notices:

10411 Kimmel Lake Rd

Jackson, MO 63755

Sainte Genevieve, Missouri 63670

Designated Representative:

Name: Ms. Janet Sanders

(typed or printed)

Designated Representative:

Name: Mr. Derick J. Drury

(typed or printed)

Title: Dir. Of Public Works

(typed or printed)

Title: Secretary

(typed or printed)

Address:

101 Court Street

Address:

10411 Kimmel Lake Rd

Jackson, MO 63755

Sainte Genevieve, Missouri 63670

Phone: (573) 243 - 2300

Phone: (573) 483-9158

Email: jsanders@cityofjackson.org

Email: djd@cecontracting.com

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

License No.: N/A


(where applicable)

State:



# 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:** May 15, 2025

**SUBJECT:** Request to abandon the previous right of way of Cane Creek  
Road in the Jackson North Industrial Park Subdivision

Attached please find an ordinance and location map relative to the abandonment of the former Cane Creek Road public right of way. This action involves officially relocating Cane Creek Road southward, all within the same City-owned lot, in the Jackson North Industrial Park Subdivision.

Under Task Order Authorization No. 24-07 in September 2024, Koehler Engineering & Land Surveying, Inc. was hired to:

- Prepare a legal description and plat for the new right of way on Cane Creek Road.
- Prepare a legal description and plat for the old right of way on Cane Creek Road to be abandoned.
- Prepare a legal description and plat for the new right of way on Trussworks Blvd.
- Revise the Preliminary Plat to reflect the current lot and roadway configurations resultant of the new Project Scotland (Trussworks) infrastructure.

The new right of way deeds of Cane Creek Rd. and Trussworks Blvd. were dedicated on March 17 and now we just need to formally vacate the old Cane Creek Rd. right of way to complete the work outlined in the task order.

Thanks for your time and consideration of this information. As always, please feel welcome to contact me should you have any questions regarding this matter.



BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE VACATING A CERTAIN PORTION OF A ROAD LOCATED IN THE CITY OF JACKSON, MISSOURI; SPECIFICALLY DESCRIBING SAID ROAD; TRANSFERRING TITLE OF SAID AREA TO OWNERS OF RECORD; AUTHORIZING TRANSFER OF SAID AREA; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.**

WHEREAS, the City of Jackson, Missouri has requested vacation of the following described area in the City of Jackson, Missouri, to-wit:

That part of United States Private Survey No. 804 and that part of Fractional Section 36, Township 32 North, Range 12 East, of the Fifth Principal Meridian, in the City of Jackson, County of Cape Girardeau, State of Missouri being more particularly described as follows: Commencing at the Southwest Corner of Lot 1 of Jackson North Industrial Park Subdivision - Phase I, as recorded in Document No. 2014-02837 of the county land records, in the city and county of Cape Girardeau, state of Missouri; thence with the West line of said lot 1, North 08°43'56" East, 617.55 feet to a point on a curve the South line of Cane Creek Road, also being the point of beginning; thence leaving said West lot line and along said curve being concave to the southwest having a radius of 270.00 feet, a distance of 36.76 feet (the chord of said arc bears North 72°14'57" West, 36.73 feet); thence along said south line North 76°08'59" West, 191.92 feet; thence along the arc of a curve deflecting to the right having a radius of 330.00 feet, a distance of 254.63 (the chord of said arc bears North 54°02'42" West, 248.36 feet); thence North 31°56'25" West, 346.02 feet; thence along the arc of a curve deflecting to the left having a radius of 270.00 feet, a distance of 245.45 (the chord of said arc bears North 57°59'02" West, 237.09 feet); thence North 84°01'38" West, 50.27 feet to a point on the west line of fractional section 36; thence along the west line of said fractional Section 36, North 06°13'56" East, 60.00 feet; thence South 84°01'38" East, 50.00 feet; thence along the arc of a curve deflecting to the right having a radius of 330.00 feet, a distance of 300.00 (the chord of said arc bears South 57°59'02" East, 289.78 feet); thence South 31°56'25" East, 346.02 feet; thence along the arc of a curve deflecting to the left having a radius of 270.00 feet, a distance of 208.33 (the chord of said arc bears South 54°02'42" East, 203.20 feet); thence South 76°08'59" East, 191.92; thence along the arc of a curve deflecting to the right having a radius of 330.00 feet, a distance of 60.59 (the chord of said arc bears South 70°53'23" East, 60.51 feet) to a point being on the West line of said United States Private Survey No. 804; thence with said West line South 07°03'58" West, 63.54 feet to a point on the South line of Cane Creek Road; thence along the arc of a non-tangent curve concave to the southwest and having a radius of 270.00 feet, a distance of 31.73 (the chord of said arc bears North 64°58'56" West, 31.71 feet) to the point beginning and containing 1.59 acres, more or less, as shown on Exhibit A which is attached hereto and made a part hereof.

and,

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

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

Section 1. That the Mayor and Board of Aldermen have determined that the portion of the right-of-way more particularly described above and known as Cane Creek Road should be vacated in accordance with the provisions hereof.

Section 2. That the Mayor and Board of Aldermen have determined that the following named individuals and/or entities may be affected by the vacation: City of Jackson, Missouri.

Section 3. That the Mayor and Board of Aldermen have determined that no actual damages shall accrue to any individual, firm or corporation as a result of said vacation.

Section 4. That the City of Jackson, Missouri, solely owns the tract where the portion of Cane Creek Road proposed for vacation is located. The City's request to vacate this portion of Cane Creek Road affects no other property owners and involves relocating Cane Creek Road southward, all within the same City-owned lot.

Section 5. That with due consideration the Mayor and Board of Aldermen do hereby vacate that portion of the road right-of-way known as Cane Creek Road and more particularly described above in accordance with the provisions hereof.

Section 6. That in accordance with the laws of the State of Missouri, upon vacation of the road set forth herein, title to the land herein vacated shall pass to the abutting property owner which is the City of Jackson, Missouri.

Section 7. That the City Clerk of the City of Jackson, Missouri, is hereby ordered to record a copy of this ordinance on the effective date hereof with the Recorder of Deeds of Cape Girardeau County, Missouri.

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

FIRST READING: May 19, 2025.

SECOND READING: May 19, 2025.

PASSED AND APPROVED this 19th day of May, 2025, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_  
Mayor

ATTEST:

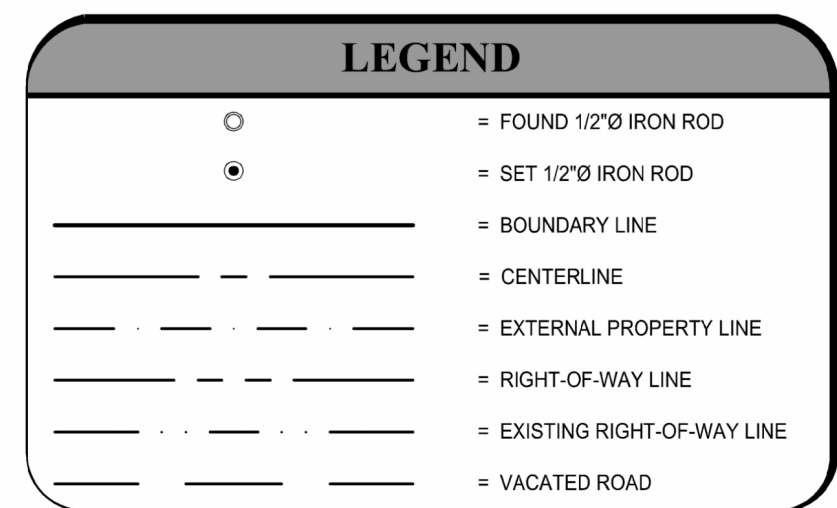
\_\_\_\_\_  
City Clerk

THAT PART OF UNITED STATES PRIVATE SURVEY NO. 804 AND THAT PART OF FRACTIONAL SECTION 36, TOWNSHIP 32 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI



That part of United States Private Survey No. 804 and that part of Fractional Section 36, Township 32 North, Range 12 East, of the Fifth Principal Meridian, in the City of Jackson, County of Cape Girardeau, State of Missouri being more particularly described as follows:

Commencing at the Southwest Corner of Lot 1 of Jackson North Industrial Park Subdivision - Phase I, as recorded in Document No. 2014-02637 of the county land records, in the city and county of Cape Girardeau, state of Missouri; thence with the West line of said lot 1, N. 08°48'36" East, 617.55 feet to a point on a curve the South line of Cane Creek Road, also being the point of beginning; thence leaving said West line lot and along said curve being concave to the southwest having a radius of 270.00 feet, a distance of 36.76 feet (the chord of said arc bears North 72°14'57" West, 36.73 feet); thence along said south line North 76°08'59" West, 191.92 feet; thence along the arc of a curve deflecting to the right having a radius of 330.00 feet, a distance of 254.63 (the chord of said arc bears North 54°02'42" East, 248.36 feet); thence North 31°56'25" West, 346.02 feet; thence along the arc of a curve deflecting to the left having a radius of 270.00 feet, a distance of 245.45 (the chord of said arc bears North 57°59'02" West, 237.09 feet); thence North 64°01'38" West, 50.27 feet to a point on the west line of fractional section 36; thence along the west line of said fractional section 36, North 06°13'56" East, 60.00 feet; thence South 84°01'38" East, 50.00 feet; thence along the arc of a curve deflecting to the right having a radius of 330.00 feet, a distance of 300.00 (the chord of said arc bears South 57°59'02" East, 289.78 feet); thence South 31°56'25" East, 346.02 feet; thence along the arc of a curve deflecting to the left having a radius of 270.00 feet, a distance of 208.33 (the chord of said arc bears South 50°42'42" East, 203.20 feet); thence South 76°08'59" West, 191.92; thence along the arc of a curve deflecting to the right having a radius of 330.00 feet, a distance of 60.59 (the chord of said arc bears South 70°53'23" East, 60.51 feet) to a point being on the West line of said United States Private Survey No. 804; thence with said West line South 07°03'58" West, 63.54 feet to a point on the South line of Cane Creek Road; thence along the arc of a non-tangent curve concave to the southwest and having a radius of 270.00 feet, a distance of 31.73 (the chord of said arc bears North 64°58'56" West, 31.71 feet) to the point beginning and containing 1.59 acres, more or less, as shown hereon.



<h1 style="margin: 0;">K O E H L E R</h1> <h2 style="margin: 0;">Professional Engineers &amp; Land Surveyors</h2>			
<p>194 Coker Lane</p> <p><b>Cape Girardeau, Missouri 63701</b></p> <p>Ph: (573) 335 - 3026 Fax: (573) 335 - 3049</p> <p>MO PLS Corp. Certificate #000262</p>			
DRAWN BY:	SUSAN DODDS	REV DATE	DESCRIPTION
CHECKED BY:	TRAVIS STEFFENS		INITIALS
SURVEY DATE:	-----		
DRAWING DATE:	FEBRUARY 20, 2025		
DRAWING NO:	39538		