



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, March 04, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of February 20, 2024.

PUBLIC HEARINGS

FINANCIAL AFFAIRS

3. Motion approving payment of the semimonthly bills.

ACTION ITEMS

Power, Light, and Water Committee

4. Motion accepting the bid of Townsend Tree Service Company, LLC, of Muncie, Indiana, in the amount of \$117.90 per crew hour, relative to providing services under the Electrical Transmission and Distribution Line Tree Trimming and Vegetation Control Program.
5. Bill proposing an Ordinance authorizing a contractual agreement with Townsend Tree Service Company, LLC, relative to the Electrical Transmission and Distribution Line Tree Trimming and Vegetation Control Program.

Street, Sewer, and Cemetery Committee

6. Motion accepting the bid of Rockhill & Sons, of Jackson, Missouri, in the amount of 15%, relative to providing services under the Park Concession Stand Operations Program.
7. Bill proposing an Ordinance authorizing a contractual agreement with Rockhill & Sons, relative to providing services under the Park Concession Stand Operations Program.
8. Bill proposing an Ordinance approving the Final Plat of McKendree Crossing Subdivision Phase 2, as submitted by Villas of West Park, LLC.
9. Bill proposing an Ordinance amending the "Stop Street Designation Schedule" – Schedule VI, by adding designations on Bishop Court, Chapel Ridge Drive, and Steeplechase Road.

- [10.](#) Bill proposing an Ordinance amending the “Parking Prohibited Schedule” – Schedule IX, by adding designations on Bishop Court and Chapel Ridge Drive.
- [11.](#) Bill proposing an Ordinance amending the “Handicapped Parking Designated Schedule” – Schedule XVII, by deleting a designation on North Union Avenue.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

12. Report by Mayor
13. Reports by Board Members
14. Report by City Attorney
15. Report by City Administrator
16. Discussion of future agenda items

EXECUTIVE SESSION

Motion to have executive session. Authority is Section 610.21(1), Revised Statutes of Missouri, relating to litigation; Section 610.21(2), Revised Statutes of Missouri, relating to real estate; Section 610.21(3), Revised Statutes of Missouri, relating to personnel; and Section 610.021(12), Revised Statutes of Missouri, relating to contracts.

ADJOURN

Posted on 03/01/2024 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Joe Bob Baker, Mike Seabaugh, Paul Sander, Katy Liley, David Hitt, Shana Williams, David Reiminger, and Wanda Young. Present-8; Absent-0.

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

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

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

Motion to Adopt the Agenda)

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

Motion to Approve the Minutes of the)
February 5, 2024, Regular Board)
Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, February 5, 2024. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of February, 2024)

Now is presented the Semimonthly Bills Report, in the various funds for the month of February, 2024. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the Semimonthly Bills in the various funds for February, 2024. Ayes-8; Nays-0; Absent-0.


Motion to Approve the City Collector's)
Electric, Water & Sewer, Taxes &)
Licenses, and Refuse Report for)
January, 2024)

Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for January, 2024. Ayes-8; Nays-0; Absent-0.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
 Tuesday, February 20, 2024 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

CITY COLLECTOR'S REPORT FOR JANUARY 2024						
DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges	1,235,889.08	259,758.03	212,456.55	62,335.12	-	1,770,438.78
Penalties	5,625.85	1,344.44	1,060.62	318.26	-	8,349.17
Sales Tax	33,520.93	7,560.11	-	-	-	41,081.04
Disconnect Fees	-	-	-	-	-	-
Returned Transaction Fees	450.00	-	-	-	-	450.00
Customer Relocation Fees	-	-	-	-	125.00	125.00
Trash Stickers	-	-	-	2,070.00	-	2,070.00
UTILITY COLLECTIONS	1,275,485.86	268,662.58	213,517.17	64,723.38	125.00	1,822,513.99
Prior Internal Transfers (December 2023)	(38,342.03)	(2,159.02)	(396.70)	-	-	(40,897.75)
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,237,143.83	266,503.56	213,120.47	64,723.38	125.00	1,781,616.24
Business/Contractor Licenses	-	-	-	-	5,615.00	5,615.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	5,615.00	5,615.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	932.78
Cash in bank	-	-	-	-	-	1,788,164.02
Missouri Sales Tax payment	(33,520.93)	(7,560.11)	-	-	-	(41,081.04)
TO CITY TREASURER					\$	1,747,082.98
Respectfully Submitted,						
						
City Collector						



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve the January, 2024)
City Clerk's and Treasurer's Reports)

Motion made by Alderman Seabaugh, seconded by Alderwoman Williams, to approve the City Clerk's and Treasurer's Reports for January, 2024. The City Clerk's Report is as follows: Electric Receipts – \$15,827.62; Water Receipts – \$1,750.00; Wastewater Receipts – \$0.00; General Revenue Receipts – \$98,690.25; Landfill Receipts – \$1,418.43; Cemetery Receipts – \$6,400.00; Park Receipts – \$3,360.00; Park Foundation Receipts – \$141,000.00; Recreational Development Receipts – \$40.00; Stormwater Maintenance Receipts – \$927.76; Trust & Agency Receipts – \$0.00; Health Insurance - \$1,274.38; Transportation Sales Tax Receipts – \$1,282.50 and Recreation Sales Tax Receipts – \$17,388.75. The Water & Light Deposit balance as of January 1, 2024 – \$274,729.74; Deposits - \$25,248.97; Refunds - \$13,680.36; balance as of January 31, 2024 – \$286,298.35. Ayes-8; Nays-0; Absent-0.

CITY TREASURER'S REPORT FOR JANUARY, 2024

FUND	FUND BALANCES 01-01-2024	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 01-31-2024	INVESTMENTS	CASH BALANCE 01-31-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,258,423.28	(192,749.30)	1,065,673.98	-	-	-
Electric Surplus Fund	3,494,822.91	-	166,068.17	46,062.85	3,614,828.23	1,843,323.19	1,771,505.04
Electric Capital Projects Fund	4,043,132.69	-	-	-	4,043,132.69	4,000,000.00	43,132.69
WATER & SEWER FUNDS							
Water Operation & Maint.	-	263,003.44	(187,459.59)	75,543.85	-	-	-
Water & Sewer Revenue Bond Fu	29,109.00	-	285,385.68	-	314,494.68	25,000.00	289,494.68
Water & Sewer Deprec. Res. Fur	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fu	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	10,111,197.63	-	-	70,410.78	10,040,786.85	9,551,597.51	489,189.34
Water Replacement Fund	756,540.50	-	3,510.08	-	760,050.58	725,000.00	35,050.58
Wastewater Operation & Maint.	-	223,940.31	(124,208.50)	99,731.81	-	-	-
Wastewater Replacement Fund	1,069,035.44	-	-	-	1,069,035.44	1,063,716.22	5,319.22
W & S Construction Fund	4,032,835.10	-	-	108,266.10	3,924,569.00	200,000.00	3,724,569.00
General Revenue Fund	2,108,148.24	659,103.92	(88,893.04)	676,027.28	2,002,331.84	1,700,000.00	302,331.84
Landfill Fund	629,071.88	72,613.95	(16,506.56)	79,873.34	605,305.93	525,000.00	80,305.93
Cemetery Fund	999,585.17	78,031.75	(5,131.69)	12,872.90	1,059,612.33	870,000.00	189,612.33
City Park Fund	190,146.24	108,982.78	(6,557.30)	31,416.58	261,155.14	-	261,155.14
Public Park Foundation Fund	145,650.84	141,000.00	-	27,059.34	259,591.50	140,000.00	119,591.50
Recreational Development Fund	7,382.57	40.00	-	3,543.83	3,878.74	-	3,878.74
Band Fund	-	65,036.72	(3,405.00)	61,328.06	303.66	-	303.66
ARPA Fund	2,439,195.78	-	-	283,739.72	2,155,456.06	2,125,000.00	30,456.06
Road Use Tax Fund	1,102,417.36	70,678.49	(19,166.66)	-	1,153,929.19	1,034,000.00	119,929.19
Stormwater Maintenance Fund	292,330.43	980.31	-	-	293,310.74	266,000.00	27,310.74
Trust and Agency Fund	1,108,435.03	27,541.85	40,310.65	68,528.66	1,107,758.87	1,080,000.00	27,758.87
Health Insurance Fund	1,089,058.47	2,273.00	149,615.13	123,071.55	1,117,875.05	800,000.00	317,875.05
Inmate Security Fund	16,596.12	76.00	-	-	16,672.12	-	16,672.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	886,484.49	127,404.93	-	-	1,013,889.42	300,000.00	713,889.42
Transportation Capital Projects F	-	-	-	-	-	-	-
Sales Tax Fund	2,671,239.13	254,313.10	-	189,793.15	2,735,759.08	1,833,240.21	902,518.87
Recreation Sales Tax Fund	268,547.52	78,060.57	(812.07)	42,266.64	303,529.38	50,000.00	253,529.38
Public Safety Sales Tax Fund	1,000.00	121,343.51	-	-	122,343.51	-	122,343.51
Fire Protection Sales Tax Fund	3,333.00	60,671.83	-	-	64,004.83	-	64,004.83
Capital Projects Construction Fur	1,965,219.37	-	-	-	1,965,219.37	1,850,000.00	115,219.37
Economic Dev. Reserve Fund	886,598.78	-	-	-	886,598.78	850,000.00	36,598.78
CDBG Grant Fund	120,000.00	-	-	3,953.95	116,046.05	-	116,046.05
I-55 Corridor Special Alloc. Fund	1,262.55	-	-	-	1,262.55	-	1,262.55
TOTALS	40,581,993.31	3,613,519.74	0.00	3,069,164.37	41,126,348.68	30,941,877.13	10,184,471.55

Respectfully Submitted,

Angela Birk

Angela Birk, City Clerk/Treasurer

Cash on Hand 1,475.00
 General Account 8,432,296.50
 Collectors Account 1,747,082.98
 Equitable Sharing Fund 3,617.07

TOTAL 10,184,471.55



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to approve an Addendum to the)
Contract Agreement with C.P.U., Inc., of)
Cape Girardeau, Missouri)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve an Addendum to the Contract Agreement with C.P.U., Inc., of Cape Girardeau, Missouri, relative to a time extension for the Network Server and Related Services Project. Ayes-8; Nays-0; Absent-0.

Motion to accept the proposal of)
Premium Mechanical and Automation,)
Inc., of Jackson, Missouri)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to accept the proposal of Premium Mechanical and Automation, Inc., of Jackson, Missouri, relative to providing services under the City Hall Facility Maintenance Program. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-10 Re: To Authorize a)
Contractual Agreement with Premium)
Mechanical and Automation, Inc., of)
Jackson, Missouri, relative to the City)
Hall Facility Maintenance Program)

The matter of authorizing a contractual agreement with Premium Mechanical and Automation, Inc., of Jackson, Missouri relative to the City Hall Facility Maintenance came on for consideration. Alderman Reiminger introduced Bill No. 24-10, 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 PREMIUM MECHANICAL AND AUTOMATION, INC., OF JACKSON, MISSOURI, RELATIVE TO THE CITY HALL FACILITY MAINTENANCE PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion by Alderman Reiminger, seconded by Alderman Sander, Bill No. 24-10 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Sander, Bill No. 24-10 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. 24-10 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Sander-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderwoman Liley-aye; Alderman Baker-aye; and Alderman Reiminger-aye.

BILL NO. 24-10

ORDINANCE NO. 24-10

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PREMIUM MECHANICAL AND AUTOMATION, INC., OF JACKSON, MISSOURI, RELATIVE TO THE CITY HALL FACILITY MAINTENANCE PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
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MINUTES

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

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

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

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

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

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

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

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

FIRST READING: February 20, 2024.

SECOND READING: February 20, 2024.

PASSED AND APPROVED this 20th day of February, 2024, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

(SEAL)

CITY OF JACKSON, MISSOURI

ATTEST:

By: Dwain L. Hahs (signed)
Mayor



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
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MINUTES

Angela Birk (signed)
City Clerk

Motion to accept the proposal from)
GWorks, LLC, of Omaha, Nebraska,)
Relative to the Software Upgrade Project)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the proposal from GWorks, LLC, of Omaha, Nebraska, relative to providing products and services under the Software Upgrade Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-11 Re: To Authorize a)
Contractual Agreement with GWorks,)
LLC, of Omaha, Nebraska, relative to)
the Software Upgrade Project)

The matter of authorizing a contractual agreement with GWorks, LLC, of Omaha, Nebraska, relative to providing products and services under the Software Upgrade Project, came on for consideration. Alderman Reiminger introduced Bill No. 24-11, 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 GWORKS, LLC, OF OMAHA, NEBRASKA, RELATIVE TO PROVIDING PRODUCTS AND SERVICES UNDER THE SOFTWARE UPGRADE PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 24-11 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 24-11 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. 24-11 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Sander-aye; Alderwoman Young-aye; Alderman Hitt-aye; Alderwoman Liley-aye; and Alderman Baker-aye.

BILL NO. 24-11

ORDINANCE NO. 24-11

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND GWORKS, LLC, OF OMAHA, NEBRASKA, RELATIVE TO PROVIDING PRODUCTS AND SERVICES UNDER THE SOFTWARE UPGRADE PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
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MINUTES

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **GWorks, LLC, of Omaha, Nebraska**. 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: February 20, 2024.

SECOND READING: February 20, 2024.

PASSED AND APPROVED this 20th day of February, 2024, 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. 24-12 Re: To Approve a)
Memorandum of Understanding with)



CITY OF JACKSON
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MINUTES

The County of Cape Girardeau,)
Missouri, relative to the Aerial)
Photography Project)

The matter of approving a memorandum of understanding with The County of Cape Girardeau, Missouri, relative to the Aerial Photography Project came on for consideration. Alderman Reiminger introduced Bill No. 24-12, 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 COUNTY OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE AERIAL PHOTOGRAPHY PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Sander, Bill No. 24-12 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Sander, Bill No. 24-12 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. 24-12 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Baker-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Sander-aye; Alderwoman Young-aye; Alderman Hitt-aye; and Alderwoman Liley-aye.

BILL NO. 24-12

ORDINANCE NO. 24-12

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 COUNTY OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE AERIAL PHOTOGRAPHY 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 memorandum of understanding marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the memorandum of understanding marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The County of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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MINUTES

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: February 20, 2024.

SECOND READING: February 20, 2024.

PASSED AND APPROVED this 20th day of February, 2024, 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

Motion to set a public hearing for)
Monday, March 18, 2024 relative to a)
Special Use Permit at 525 South Hope)
Street, as submitted by the City of)
Jackson)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to set a public hearing for Monday, March 18, 2024, at 6:00 p.m., relative to a Special Use Permit request for a temporary mobile office unit and sleeping quarters in a C-3 (Central Business) District at Fire Station No. 1, located at 525 South Hope Street, as submitted by the City of Jackson, Missouri.

Ordinance No. 24-13 Re: To Authorize)
An Annexation Agreement with)
Trussworks Realty Missouri, LLC relative)
to the development of Stroder's)
Industrial Park Subdivision)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, February 20, 2024 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

The matter of authorizing an Annexation Agreement with Trussworks Realty Missouri, LLC, relative to the development of Stroder's Industrial Park Subdivision came on for consideration. Alderwoman Liley introduced Bill No. 24-13, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND TRUSSWORKS REALTY MISSOURI, LLC, OF JACKSON, MISSOURI, RELATIVE TO THE DEVELOPMENT OF STRODER'S INDUSTRIAL PARK SUBDIVISION; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-13 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-13 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. 24-13 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Baker-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Sander-aye; Alderwoman Young-aye; and Alderman Hitt-aye.

BILL NO. 24-13

ORDINANCE NO. 24-13

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND TRUSSWORKS REALTY MISSOURI, LLC, OF JACKSON, MISSOURI, RELATIVE TO THE DEVELOPMENT OF STRODER'S INDUSTRIAL PARK SUBDIVISION; 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 marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

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

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

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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: February 20, 2024.

SECOND READING: February 20, 2024.

PASSED AND APPROVED this 20th day of February, 2024, 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

Resolution No. 2024-01: A Resolution)
to accept a voluntary annexation)
petition relative to Stroder's Industrial)
Park Subdivision and to set a public)
hearing for Monday, March 18, 2024)

RESOLUTION NO. 2024-01

RESOLUTION

**A RESOLUTION RELATIVE TO VOLUNTARY ANNEXATION
UNDER THE PROVISIONS OF SECTION 71.012, RSMO**

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have received an annexation petition filed under the provisions of Section 71.012, RSMo; and,

WHEREAS, said voluntary annexation petition is within an area sought to be annexed by the City of Jackson, Missouri; and,



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interests of the citizens of the City of Jackson, Missouri, to proceed with the annexation of said parcel of real estate.

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

Section 1. That there has been presented on the 20th day of February, 2024, to the Board of Aldermen of the City of Jackson, Missouri, a verified petition signed by the owners of all fee interests of record, to-wit: Trussworks Realty Missouri, LLC, in the tracts of real property located within the area described in said petition, which area is proposed to be annexed to the City of Jackson, Missouri, and which petition requests the annexation of such area into the city limits of the City of Jackson, Missouri; a copy of said petition is attached hereto and made a part hereof by reference.

Section 2. No part of said real property sought to be annexed by the petition attached hereto is included in any incorporated municipality.

Section 3. That the real property described in the annexation petition attached hereto is contiguous to the existing corporate limits of the City of Jackson, Missouri.

Section 4. That, in accordance with the provisions of Section 71.012, RSMo, a public hearing shall be held concerning this matter on the 18th day of March, 2024, at 6:00 p.m. at the City Hall in the City of Jackson, Missouri.

Section 5. That the City Clerk is hereby authorized and directed to cause a notice of such hearing to be published at least seven days prior to the date of the hearing in a newspaper of general circulation in Cape Girardeau County, Missouri, which is qualified to publish legal matters.

PASSED by the Board of Aldermen of the City of Jackson, Missouri, this 20th of February, 2024, 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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to accept a voluntary annexation petition for 12 acres of property located in Stroder’s Industrial Park Subdivision, and set a public hearing for Monday, March 18,2024, at 6:00 p.m., as submitted by Trussworks Realty Missouri, LLC. Ayes-8; Nays-0; Absent-0.

Motion to set a public hearing for)
Monday, March 18, 2024 relative to)
Rezoning Stroder’s Industrial Park)
Subdivision, as submitted by Trussworks))
Realty Missouri, LLC)

Motion made by Alderwoman Liley made a motion, seconded by Alderman Baker to set a public hearing for Monday, March 18, 2024, at 6:00 p.m., relative to the rezoning of Stroder’s Industrial Park Subdivision from R-1 (Single-Family Residential) District and R-2 (Single-Family Residential) District to C-2 (General Commercial) District, as submitted by Trussworks Realty Missouri, LLC. Ayes-8; Nays-0; Absent-0.

Ordinance No. 24-14 Re: To approve an)
amendment to Chapter 3 of City Code)

The matter of approving an amendment to Chapter 3 (Administration) of City Code, relative to purchasing procedure. Alderwoman Liley introduced Bill No. 24-14, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO PURCHASING PROCEDURE; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

On a motion made by Alderwoman Liley, seconded by Alderwoman Hitt, Bill No. 24-14 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 24-14 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. 24-14 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderwoman Liley-aye; Alderman Baker-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Sander-aye; and Alderwoman Young - aye.

BILL NO. 24-14

ORDINANCE NO. 24-14

AN ORDINANCE AMENDING CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO PURCHASING PROCEDURE; 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 VII, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 3-309. Purchasing procedure.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, February 20, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

- (4) *Competitive bidding.* When the city negotiates any purchase or other contract, there shall be provided ample opportunity for competitive bidding in the following manner:
- a. If the consideration is more than one thousand dollars (\$1,000.00) but less than five thousand dollars (\$5,000.00), the appropriate authority shall obtain at least three (3) quotations from qualified vendors for the materials, supplies, equipment or contractual services to be purchased. The quotations may be obtained orally and the award for the purchase shall be given to the responsible entity with proper qualifications submitting the lowest quote.
 - b. If the consideration is more than five thousand dollars (\$5,000.00) but less than, ~~ten thousand dollars (\$10,000.00)~~ twenty thousand dollars (\$20,000), the appropriate authority shall solicit at least three (3) written quotations for the materials, supplies, equipment or contractual services to be purchased. The quotation shall be in written form and the award for the purchase shall be given to the responsible entity with proper qualifications submitting the lowest quote.
 - c. If the consideration is more than ~~ten thousand dollars (\$10,000.00)~~ twenty thousand dollars (\$20,000), the appropriate authority shall solicit sealed bids for the materials, supplies, equipment or contractual services to be purchased. Appropriate notices inviting such bids shall be published once in at least one (1) official newspaper of the city unless additional publications are required by other partnering agencies where regulations would require otherwise. The award for the purchase shall be given to the responsible entity with proper qualifications submitting the lowest bid.
 - d. In the event of extreme emergencies such as natural disaster, these rules may be suspended by the city administrator with the consent of the mayor, provided, however, that at the earliest possible time and in no event later than the next regularly scheduled meeting of the board of aldermen, the city administrator shall fully inform the board of aldermen of all transactions done during the suspension of these rules.
 - e. Design-build projects as authorized by the statutes of the State of Missouri may be utilized as set forth in the Missouri statutes.

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.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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: February 20, 2024.

SECOND READING: February 20, 2024.

PASSED AND APPROVED this 20th day of February, 2024, 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

City Administrator James Roach)
Requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for one item of real estate in accordance with Section 610.021(2) RSMo, one contractual matter in accordance with Section 610.021(3) RSMo, one item of personnel in accordance with Section 610.021(12) RSMo.

Motion to Recess the Meeting to Study)
Session)

Motion made by Alderman Baker, seconded by Alderwoman Liley, to recess the meeting at 6:17 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

.....

Returned to Open Session at 6:52 P.M., from Study Session.

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

Meeting concluded at 6:52 P.M. On a motion by Alderman Baker, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for one item of real estate in accordance with Section 610.021(2) RSMo, one contractual matter in accordance with Section 610.021(3) RSMo, one item of personnel in accordance with Section 610.021(12) RSMo. and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Young-aye; Alderman Hitt-aye; Alderwoman Liley-aye; Alderman Baker-aye; Alderman Reiminger-aye; and Alderman Seabaugh-aye Alderwoman Williams-aye; Alderman Sander-aye. Ayes-8; Nays-0; Absent-0.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, February 20, 2024 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

ATTEST:

Mayor

City Clerk



MEMO

To: Mayor and Board of Aldermen
From: Don Schuette
Date: Thursday, February 29, 2024
Re: Electrical Transmission and Distribution Line Tree Trimming and Vegetation Control Program

Mayor and Board of Aldermen,

Bids were solicited for the Electrical Transmission and Distribution Line Tree Trimming and Vegetation Control Program.

Two properly submitted bids were received and accepted for consideration:

Townsend Tree Service Company, LLC, Muncie, IN	\$117.90 /per Crew Hour
Kendal Vegetation Services, Lawrenceville, GA.	\$123.53 /per Crew Hour

After consideration of all properly submitted bids, we recommend Townsend Tree Service Company, LLC. be awarded the above referenced project.

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

Thank you,

Don Schuette

Director of Electric Utilities



January 26, 2024

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

Re: Electrical Transmission and Distribution Line Tree Trimming and Vegetation Control
Program 2024/Article 29: Prevailing Wage

Dear Mr. Schuette,

In reference to the Prevailing Wage Provision in the above referenced contract, Townsend is requesting the attached exception to be added.

If you should have questions or need additional information, please contact Bradley Browers at 573-631-6851.

Sincerely,

A handwritten signature in blue ink that reads "Amy E. Townsend".

Amy E. Townsend, CEO

P.O. Box 7015, Muncie, IN 47308
765-468-1417

CITY OF JACKSON, MISSOURI Electrical Transmission and Distribution Line Tree Trimming and Vegetation Control Program

BID FORM

Townsend Tree Service Company LLC proposes to furnish all labor, equipment and materials for the 2024 program and to perform all related work as provided for and in accordance with the specifications for the project.

Submitted on _____ January 26, 2024.

Company Name: Townsend Tree Service Company LLC

Company Address: 1015 W. Jackson Street

Phone Number: Muncie, IN 47305

2024 Hourly Rates: (Standard Crew) (First Year)


- A.) Foreman \$ 43.72
- B.) Trimmer \$ 37.08
- C.) Aerial Lift Chip Truck Combo (55' minimum) \$ 19.00
- D.) Wood Chipper \$ 6.10
- E.) Crew Pick-up Truck \$ 12.00

Total Proposal (Line Items A+B+C+D+E): \$ 117.90

Contract Award will be based on total proposal for hourly rates for standard crew and ability to meet the attached specifications and requirements.

Additional Equipment/ Labor Rates PRN (First Year)

- 1. Aerial Lift 70' \$ 25.25
- 2. Climber \$ 37.24
- 3. Backyard Machine \$ 33.00
- 4. Ground Person \$ 32.99



Signature of Authorized Representative
Amy E. Townsend, CEO

1-26-24
Date

CITY OF JACKSON, MISSOURI
TREE TRIMMING 2024
BID OPENING: THURSDAY, FEBRUARY 1, 2024, 10:00 A.M.

BID TABULATION SHEET

<u>Contractor</u>	<u>Base Bid:</u>
TOWNSEND TREE SERVICE	\$ <u>\$117.90</u>
Kendal Vegetation SERVICES	\$ <u>\$123.53</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Opened by: Don Schmitt

Witnessed by: [Signature]

Date: 2/01/24

BILL NO. 24-___

ORDINANCE NO. 24-___

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *TOWNSEND TREE SERVICE COMPANY, LLC, OF MUNCIE, INDIANA, RELATIVE TO THE ELECTRICAL TRANSMISSION AND DISTRIBUTION LINE TREE TRIMMING AND VEGETATION CONTROL PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

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

FIRST READING: March 4, 2024.

SECOND READING: March 4, 2024.

PASSED AND APPROVED this 4th day of March, 2024, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

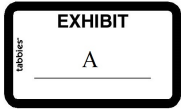
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



CONTRACT BETWEEN CITY AND CONTRACTOR

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of March, 2024, by and between the *CITY OF JACKSON, MISSOURI*, Owner of the Project, hereinafter referred to as “**City**,” and *TOWNSEND TREE SERVICE COMPANY, LLC*, hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the **ELECTRICAL TRANSMISSION AND DISTRIBUTION LINE TREE TRIMMING AND VEGETATION CONTROL PROGRAM**, to be performed for the City in Jackson, Missouri.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amounts named in the bid from the Contractor dated _____, a copy of which is attached hereto and incorporated herein.

NOW, THEREFORE, the parties agree as follows:

A. The Specifications and Proposal Documents for the Project are attached hereto and made a part hereof and nothing herein shall modify said Specifications. The Contract Documents may also consist of such special provisions, addendums, and appendices as may be necessary for the Project.

B. The Contractor shall perform the Work in compliance with the Contract Documents.

C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work described in the Contract Documents.

D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.

E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract price of \$117.90/per crew hour more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

GENERAL CONDITIONS

Article 1

Definitions

In this Contract the following definitions shall apply:

1. **Contract:** The signed agreement between the City and the Contractor, including all Contract Documents.
2. **Contract Documents:** The Contract Documents shall consist of this Contract and include the Project Specifications and Proposals, the Contractor Bid Form, all Contractor bond certifications, all Contractor insurance certifications, and all change orders and amendments issued after the execution of this Contract. The Contract Documents are complementary and what is required by any document shall be as binding as if required by all documents. In case of a conflict between the Specifications and Proposals and other documents, the Specifications and Proposals shall govern.
3. **Contractor:** The person, partnership, joint venture, limited liability company, or corporation signatory to the Contract who is to perform the Work in accordance with the Contract Documents.
4. **Contract Price:** The total compensation to be paid to the Contractor for the performance of the Work, as may be amended during the course of performance of the Work.

5. **Contract Time:** The total number of calendar days as set forth in the Contract and as may be amended by the Contract Documents during which substantial completion of the Work must be achieved.

6. **Director:** Whenever the word Director is used in this Contract, it shall refer to the Director of Electric Utilities for the City of Jackson, Missouri, or his designee.

7. **Final Completion:** The completion of the Work, including the submission of all final releases, documents, and manuals required by the Contract Documents.

8. **Specifications and Proposal:** The Specifications and Proposal is the document created for the Project by the Director of Electric Utilities and shall be a part of this Contract.

9. **Project:** The Electrical Transmission and Distribution Line Tree Trimming and Vegetation Contract Program for the City of Jackson, Missouri.

10. **Subcontractor:** Any person, partnership, joint venture, limited liability company, or corporation which has a contract with the Contractor to furnish labor, material, or equipment as part of the Work.

11. **Substantial Completion:** The point in the progress of the Work when the City may consider the Project completed.

12. **Work:** The total of the Contractor's responsibilities as set forth in the Contract Documents.

Article 2

Project Site and Conditions

The Contractor has satisfied itself as to the nature and location of the Work, the character of equipment and facilities needed before and during the prosecution of the Work, the general and local conditions, and other matters which can reasonably be expected to affect the Work

under this Contract. Prior to the site conditions being disturbed, the Contractor shall notify the Director in writing of any latent physical conditions at the site differing materially from those indicated or of any previously unknown physical or other conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. The City shall promptly investigate the conditions and, if it finds that such conditions do so materially differ and cause an increase or decrease in the cost of or the time required for the performance of this Contract, the City may execute a change order providing for an equitable adjustment in the Contract Price or the Contract Time. The Contractor shall not be allowed to make a claim for an adjustment unless the Contractor has given prompt notice of each such event or condition.

Article 3

Site Access and Rights of Way

The City shall provide the site upon which the Work is to be performed, including convenient access to the site and any other site designated in the Contract Documents for use by the Contractor.

Article 4

Existing Conditions

Any Work which is disturbed or damaged by the Contractor's operations shall be restored to original condition at the Contractor's cost.

Article 5

Execution of Work

The Contractor shall begin the Work no later than thirty (30) days from date of the Contract and shall proceed with said Work diligently and uninterruptedly so as to complete the

Work within the time set forth in the Contract Documents. The Contractor shall be responsible for the entire Work of the Project until completed and accepted by the City. The Contractor shall diligently prosecute the Work in order to achieve Final Completion as required in the Contract Documents. The Contractor shall, at its own expense, keep the site of the Work free from accumulation of rubbish and waste materials generated as a result of the Work. Upon completion of the Work, the Contractor shall remove from the site of the Work all rubbish, waste materials, temporary structures, equipment, and surplus materials. Any disturbed area shall be returned to its original condition to the satisfaction of the City.

Article 6

Materials, Labor, Equipment, Tools, and Appliances

Contractor shall provide and pay the costs, including taxes, for all materials, labor, equipment, tools, appliances, water, utilities, transportation, and all other services and facilities necessary for the execution and completion of the Work.

Article 7

Labor and Supervision

The Contractor shall at all times maintain good discipline and order among its employees. The Contractor shall provide competent suitably and qualified personnel to perform the Work assigned to them. The Contractor shall employ on the site of the Work a competent superintendent or foreperson and such necessary assistants to represent the Contractor and receive communications for the Contractor from the City. The Contractor shall provide the names and cellular telephone numbers to the Director for such supervisory personnel as are designated to be in contact with the City.

Article 8

Royalties and Patents

The Contractor shall pay all royalties and license fees and shall defend against all suits and claims and save harmless the City from all damages arising from infringement of any patent rights connected with the Work.

Article 9

Permits and Licenses

The Contractor shall procure all necessary permits and licenses and give all necessary notices for the lawful prosecution of the Work. The Contractor shall pay all charges and fees covering said permits and licenses.

Article 10

Inspection of Work

The City shall provide sufficient competent personnel to visit and inspect the site during the course of the Work and to determine in general whether the Work is being performed in a manner that is consistent with the Contract Documents. The inspection schedule set forth in the Plans and Specifications shall be the document controlling scheduled inspections. Notwithstanding such inspections, the Contractor will be held responsible for the acceptability of the finished Work and defective Work shall be corrected. The Director, and any other person designated by the City shall at all times have access to the Work when it is in preparation or progress, and the Contractor shall provide for such access and inspection. If the specifications, laws, ordinances, or any public authority require any Work to be specifically tested or approved, the Contractor shall give the Director timely notice of its readiness for inspection. If any Work is covered up without approval or consent of the Director, it must upon request be uncovered for

examination and properly restored at the Contractor's expense unless the Director or Architect/Engineer has unreasonably delayed the inspection. If a portion of the Work has been covered which the Director has not specifically requested or required to be observed prior to being covered, then the Director may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the costs of uncovering and replacement shall be charged to the City. If such Work is not in accordance with the Contract Documents, the Contractor shall pay the costs of uncovering and replacement.

Article 11

Warranty

The Contractor warrants to the City that the Work will be performed in accordance with the Contract Documents and in a good and workmanlike manner. The Contractor shall unconditionally warrant the Work for a period of one year from the date of Final Completion unless otherwise required in the Contract Documents.

Article 12

Payments

The City shall pay to the Contractor the Contract Price subject to the change orders, additions, or deletions as full compensation for the Work. The time schedule for payment shall be as set forth in the Contract Documents. The Contractor agrees that all Work, materials, and equipment covered by payment to the Contractor will pass to the City free and clear of all liens, claims, security interests, or encumbrances upon payment by the City. At the request of the City, the Contractor shall provide all necessary liens, releases, and waivers.

Article 13

Retainage of Payment

The City, on the basis of reasonable and verifiable evidence, may withhold from any payment such amounts as may be necessary for the protection of the City against loss caused by defective Work not remedied or by failure of the Contractor to make payments properly to Subcontractors or for material or labor. When these grounds are removed or the Contractor provides a surety bond or other security to protect the City in the amount withheld, the payment shall be made.

Article 14

Change Order

The Work may be subject to change by additions, deletions, or revisions by the City. Prior to the Contract being changed by any addition, deletion, or revision, the City shall approve such change order by action of the Board of Aldermen of the City. In the event that the change order is not approved by the Board of Aldermen, then said adjustment shall be deemed to have been denied. The Contractor shall not perform changes in the Work until the City has approved the change order as set forth herein. It is provided, however, that nothing herein shall limit the parties from “field change directives” as may be necessary and incidental to the Work and as set forth in the Contract Documents. Upon receiving such written approval for the change order, the Contractor shall diligently perform the change in accordance with the Specifications and the Contract.

Article 15

Claims

The Contractor shall give the City written notice within a reasonable time after the happening of any event, occurrence, or any direction, acts, or negligence by the City or its employees, agents, or representatives whom the Contractor believes may give rise to a claim for an equitable adjustment in the Contract Price or the Contract Time or for other damages. Within a reasonable time after becoming aware of such claim, the Contractor shall supply the City with a statement supporting such claim, which statement shall include an estimate of the change in the Contract Price and the Contract Time as circumstances allow. The Contractor shall provide reasonable documentation to substantiate its claim. The Contractor agrees to continue performance of the Work during the time any claim is pending so long as the Work requested is a reasonably foreseeable addition to the Work originally contemplated in the Contract Documents. In no event shall the term “reasonable time” be interpreted to be a period of more than thirty days. No Contractor claim shall be allowed by the City if it is first asserted after the City makes final payment under this Contract.

Article 16

Rights and Remedies

The duties, obligations, rights, and remedies in the Contract Documents shall be cumulative, in addition to, and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law unless otherwise indicated herein. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract nor shall any such action or failure to act constitute an approval of or

acquiescence in any breach except as may be specifically agreed in writing or specified in the Contract.

Article 17

Termination Upon Insolvency or Neglect

In the event the Contractor becomes insolvent or in the event the Contractor refuses or neglects to supply a sufficient number of properly skilled workmen, tools, and materials within the Contractor's control or should the Contractor commit a material breach of this Contract and should the Contractor fail to act in good faith to remedy such defect within ten days after notice by the City, then the City may terminate this Contract. Upon any such termination, the Contractor shall be compensated for all costs incurred for the portion of the Work properly performed in a good and workmanlike manner. The Contractor shall be liable to the City for any costs incurred by the City in completing the Contract in excess of the difference between the Contract Price and the amount paid to the Contractor to the date of termination.

Article 18

Work Day Limitations

All Work on the Project shall be performed during the work week of Monday through Friday from 6:00 a.m. through 6:00 p.m. Any night, Saturday, Sunday, or holiday work on the Project shall only be performed after written permission from the Director.

Article 19

Utilities

The Contractor shall be responsible for notification to all utility companies. The Contractor shall be responsible for all location and protection of all utilities during the construction period.

Article 20

Power Outages, Utility Interruptions, and Traffic Safety

The Work shall be performed so as to avoid any unscheduled power outages or utility interruptions. In the event that power outages or utility interruptions are necessary for the completion of the Work, the Contractor shall provide a detailed schedule to the Director and the Director shall approve such schedule with any modifications he deems reasonable and necessary.

Article 21

Extensions of Time

The Contract Time shall be extended as necessary to accommodate delayed progress of the Work resulting from changes in the Work; suspension of the Work (in whole or in part) by the City; any other act or omission by the City or its employees, agents, or representatives contrary to the provisions of the Contract; or any other cause which could not have been reasonably foreseen or which is beyond the control of the Contractor, its Subcontractors, or suppliers, including, but not restricted to, acts of any governmental authority, acts of a public enemy, fire, flood, unusual delay in transportation, abnormal weather conditions, labor disputes, strikes, lack of Work site access, acts of God, natural disasters, or acts of third parties. The Contract Time will not be extended for delays that solely result from the Contractor's fault, negligence, or neglect. The Contractor shall provide the City notice of any delay within a reasonable time after the occurrence or commencement of a cause of delay. Failure to give notice of any delay within a reasonable time shall constitute a waiver by the Contractor of any claim for extension of Contract Time resulting from that cause of delay. The Contractor's notice shall include an estimate of the probable effect of the cause of delay on the progress of the Work.

Article 22

Completion and Acceptance

The Contractor shall be responsible for the Work until Final Completion. The Contractor shall notify the City upon Substantial Completion of the Work. The Director shall promptly verify whether Substantial Completion has occurred and if so shall so certify to the City. If not, the Contractor will be promptly notified in writing as to what must be done to achieve Substantial Completion of the Work. The Contractor shall notify the City upon Final Completion of the Work. The Director shall promptly verify whether Final Completion has occurred and if so shall so certify to the City. If not, the Contractor will be promptly notified in writing as to what must be done to achieve Final Completion of the Work

Article 23

Surety Bonds

The City shall have the right, prior to the execution of the Contract, or at any time for good cause shown, to require the Contractor to furnish bonds executed by one or more financially responsible sureties and in such form as the City may, in its absolute discretion, prescribe covering the faithful performance of the Contract and payment of all obligations under the Contract.

Article 24

Protection of the Public and of Work and Property

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to:

1. All employees on the Work and all other persons who may be affected.
2. All the Work and its materials and equipment.
3. Other property at or adjacent to the site of the Work.

Article 25

Workers' Compensation Insurance

The Contractor shall maintain a Workers' Compensation Insurance Policy covering all workers employed on the Project. Coverage in the Workers' Compensation Insurance Policy shall have a limit of liability as required by the statutes of the State of Missouri with a minimum limit of \$1,000,000 per accident. The Workers' Compensation Insurance shall protect the Contractor against all claims under applicable State and Federal Workers' Compensation Laws. The Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. This policy shall include an "all states" or "other states" endorsement.

Article 26

Liability Insurance

The Contractor shall maintain Liability Insurance in the form and amounts set forth hereinafter. The Contractor shall indemnify and save harmless the City, its officers, agents, employees, and servants against all loss, damage, or expense that it or they may sustain as a result of any suits, actions, or claims of any character brought on account of property damage, injury to or death of any person or persons, including all persons performing any Work under the Contract. Said insurance shall insure the City from all claims for bodily injury and property damage arising from Work performed by the Contractor, including employees of the Contractor and Subcontractors.

The form and amounts of insurance shall be as follows:

- (a) Comprehensive General Liability:
 - (1) Bodily Injury
 - \$2,000,000 Each Occurrence
 - \$5,000,000 Annual Aggregate
 - (2) Property Damage
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate
- (b) Personal Injury, with employment exclusion deleted:
 - \$1,000,000 Annual Aggregate
- (c) Comprehensive Automobile Liability:
 - (1) Bodily Injury
 - \$1,000,000 Each Person
 - \$2,000,000 Each Accident
 - (2) Property Damage
 - \$1,000,000 Each Occurrence
- (d) Contractual Liability Insurance:
 - (1) Bodily Injury
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate
 - (2) Property Damage
 - \$1,000,000 Each Occurrence
 - \$2,000,000 Annual Aggregate

All coverage shall be on an “occurrence” basis and not “claims made” with an Additional Insured Endorsement naming the City of Jackson as an additional insured.

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

Article 27

Assignment

The Contractor shall not assign, in whole or in part, any obligations under this Contract without the express written consent of the City.

Article 28

Verification of Employment Eligibility

Notice is hereby given that Section 285.530 of the Revised Statutes of Missouri requires that no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. Any business entity providing work under any contract in excess of \$5,000.00 shall participate in a federal work authorization program such as E-Verify and shall provide documentation of such participation to the City.

Article 29

Prevailing Wage and Minimum Wage

The Contractor shall comply with the prevailing wage and minimum wage laws of the State of Missouri and the United States of America.

Article 30

OSHA Safety Training Requirement

In accordance with Section 292.675 of the Revised Statutes of Missouri, Contractors and Subcontractors who agree to provide Work under this Contract must provide a ten-hour OSHA

construction safety program or other similar program approved by the Department of Labor and Industrial Relations of the State of Missouri to be completed by their on-site employees within 60 days of beginning Work under this Contract. Documentation of compliance with this provision shall be provided to the City within 65 days of beginning Work under this Contract. Contractors and Subcontractors in violation of this provision will forfeit to the City \$2,500.00 plus \$100.00 per day for each employee who is employed without training. The aforesaid penalty shall be withheld from any payment due to the Contractor or Subcontractor.

Article 31

Subcontract

Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the City.

Article 32

Governing Law

This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

Article 33

Notice

Any notice required by this Contract to be given shall be in writing and shall be delivered during normal business hours or mailed first class, postage prepaid. If notice is to be given to the City or the Contractor, it shall be sent to the City at 101 Court Street, Jackson, MO 63755, or to the Contractor at the postal address shown in the signature block at the end of this Contract. Notice shall be effective upon personal delivery or five calendar days after the date of mailing.

In addition, the parties may supplement any written notice with e-mail confirmation to the e-mail address provided by the City or the Contractor.

Article 34

Entire Agreement

This Contract contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may not be changed or terminated orally but only by an instrument in writing signed by the party against whom enforcement of such change or termination is sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

Article 35

Successors and Assigns

The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

Article 36

Exhibits

All exhibits attached to the Contract are incorporated herein as if fully set forth.

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

CITY:

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

Address:
101 Court Street
Jackson, MO 63755

CONTRACTOR:

By: _____

Title: _____

Address:
Townsend Tree Service Company, LLC
1015 W. Jackson Street
Muncie, IN 47305



MEMO

To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Thursday, February 29, 2024
Re: Park Concession Stand Operations Program Bid Tabulation

Bids were solicited for the Park Concession Stand Operations Program. A Notice to Bid was published in the Cash-Book Journal newspaper on February 7 & 14. Sealed bids were opened on Tuesday, February 20. One bidder submitted a bid. The bid tabulation sheet is attached to this memo. Staff recommends awarding the bid to Rockhill & Sons.



**Park Concession Stand Operations Program
Bid Opening 10:00 AM, February 20, 2024**

Company	Base Bid
Rockhill & Sons	15%

Witnesses: *Kacie Walley*

BILL NO. 24-___

ORDINANCE NO. 24-___

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *ROCKHILL & SONS, OF JACKSON, MISSOURI, RELATIVE TO PROVIDING SERVICES UNDER THE PARK CONCESSION STAND OPERATIONS PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

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

FIRST READING: March 4, 2024.

SECOND READING: March 4, 2024.

PASSED AND APPROVED this 4th day of March, 2024, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

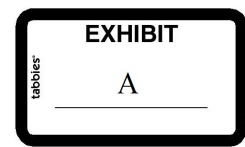
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of _____, 20 _____,

by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **ROCKHILL & SONS** hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the Park Concession Stand Operations Program to be completed for the City located at Brookside Park and City Park.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amount named in the proposal/bid from the Contractor dated February 20, 2024, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project include the Specifications and Proposal Documents which are attached hereto and made a part hereof as Exhibit 1. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The Contractor shall pay the City for performance of the Work the sum of 15 % (fifteen percent) of the total annual profits from concession stand sales in each of the two consecutive years of 2024 and 2025 more fully described in the Bid Specifications.

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

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

Rockhill & Sons
Contractor Name



Signature

Kevin Rockhill

Printed Name

Owner
Title

ATTEST:

Signature

Printed Name

Title

Address:

1102 S. Shawnee Blvd.
Jackson, MO 63755



BID SPECIFICATIONS FOR THE PARK CONCESSION STAND OPERATIONS PROGRAM

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

PURPOSE: The purpose of this program is to provide services to operate one concession stand in Brookside Park and four concession stands in City Park during the summer baseball and softball seasons, and fall baseball season, as well as availability to service the stands during all baseball and softball tournaments for two consecutive years (2024 and 2025). A percentage of all sales will go to the City of Jackson for park improvement projects.

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

PROGRAM LOCATION: The five concession stands are owned by the City of Jackson. Four stands are located in City Park; one is located in Brookside Park.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the Contractor has, by careful examination, satisfied himself/herself as to the nature and location of the work, the confirmation of the ground, the character, quality, and quantities of the work necessary, the character of the equipment and facilities needed for the execution of work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

REQUIRED INSURANCE: Successful contractor must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement, at which time the contract may be awarded to the next lowest bidder. All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Owner naming the Owner as an additional insured shall also be required.

INDEMNIFICATION: To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, 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 the use of City's facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), 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 are caused by the negligence or other wrongdoing of Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

NO WAIVER: No provision of this agreement shall constitute a waiver of the City of Jackson's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

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

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

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

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

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

CHOICE OF LAWS AND VENUE: This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

WARRANTY: Contractor will issue a one-year labor and material warranty for workmanship. If there is a failure, the Contractor will provide free labor and material to correct these problem(s).

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may not be changed or terminated only by an instrument in writing signed by the party against whom enforcement of such change or termination sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

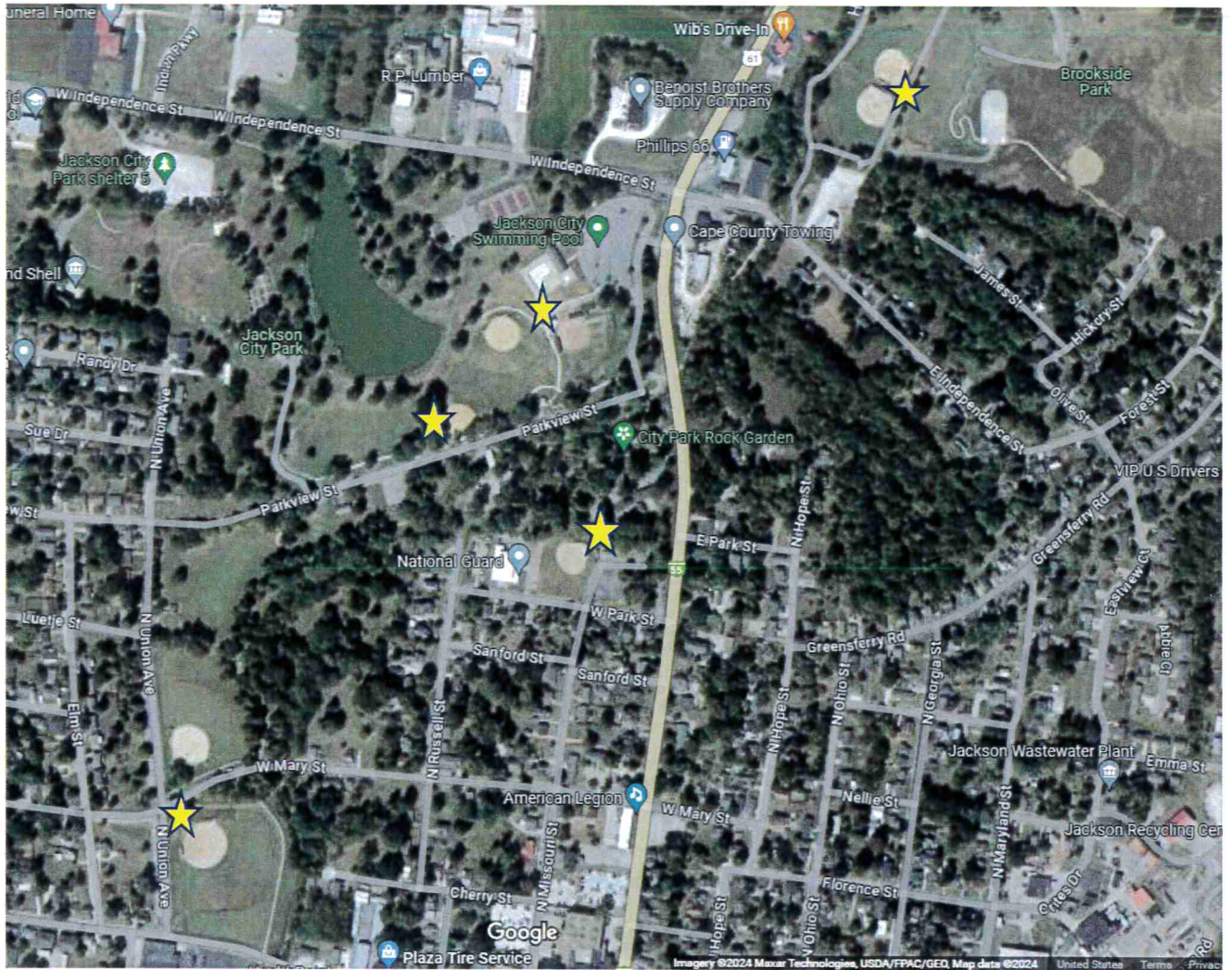
SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

FIRE DEPARTMENT REQUIREMENTS:

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

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

Concession Stand Locations



Concession stand locations



PARK CONCESSION STAND OPERATIONS PROGRAM BID SHEET

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

15 % of the total annual profits from concession stand sales in each of the two consecutive years of 2024 and 2025 paid to the City of Jackson.

Submitted on FEB 20, 2024.

Company Name: Rockhill & Sons

Contact Name: Kevin Rockhill

Address: 1102 SHAWNEE JACKSON

Phone Number: 573-450-2652

E-Mail: _____

Signature of authorized representative:

[Handwritten Signature]

Title: OWNER

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE ACCEPTING THE PLAT OF MCKENDREE CROSSING SUBDIVISION PHASE 2; 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, Villas of West Park, LLC, has platted McKendree Crossing Subdivision Phase 2 all of which is located within the corporate limits of the City of Jackson, Missouri; and,

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of McKendree Crossing Subdivision Phase 2, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon 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: March 4, 2024.

SECOND READING: March 4, 2024.

PASSED AND APPROVED this 4th day of March, 2024, by a vote of _____ ayes,
_____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



SUBDIVISION APPLICATION FORM

City of Jackson, Missouri

EXHIBIT
A

Item 8.

NAME OF SUBDIVISION: McKendree Crossing Subdivision Phase 2

DATE OF APPLICATION: 2-6-24

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

Names, Addresses & Phone #s: Villas of West Park LLC
2985 Boutin Drive
Cape Girardeau, MO 63701

CONTACT PERSON HANDLING APPLICATION:

Contact's Name: Wayne Boehme

Contact's Mailing Address: 2985 Boutin Drive
Cape Girardeau, MO 63701

Contact's Phone: _____

ENGINEER / SURVEYOR:

Company Name, Addresses & Phone #: Strickland Engineering
113 West Main Street, Suite 1
Jackson, MO 63755
573-243-4080

TYPE OF SUBDIVISION APPLICATION: (check all applicable items)

- Preliminary plat approval
- Final plat approval
- Minor subdivision approval
- Re-subdivision plat approval

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

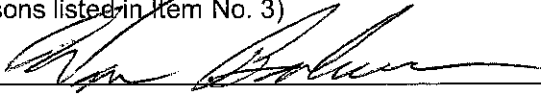
ZONING: Indicate the current zoning district classification of the entire tract to be developed (circle all that apply):

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

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

OWNERS' SIGNATURES:

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



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

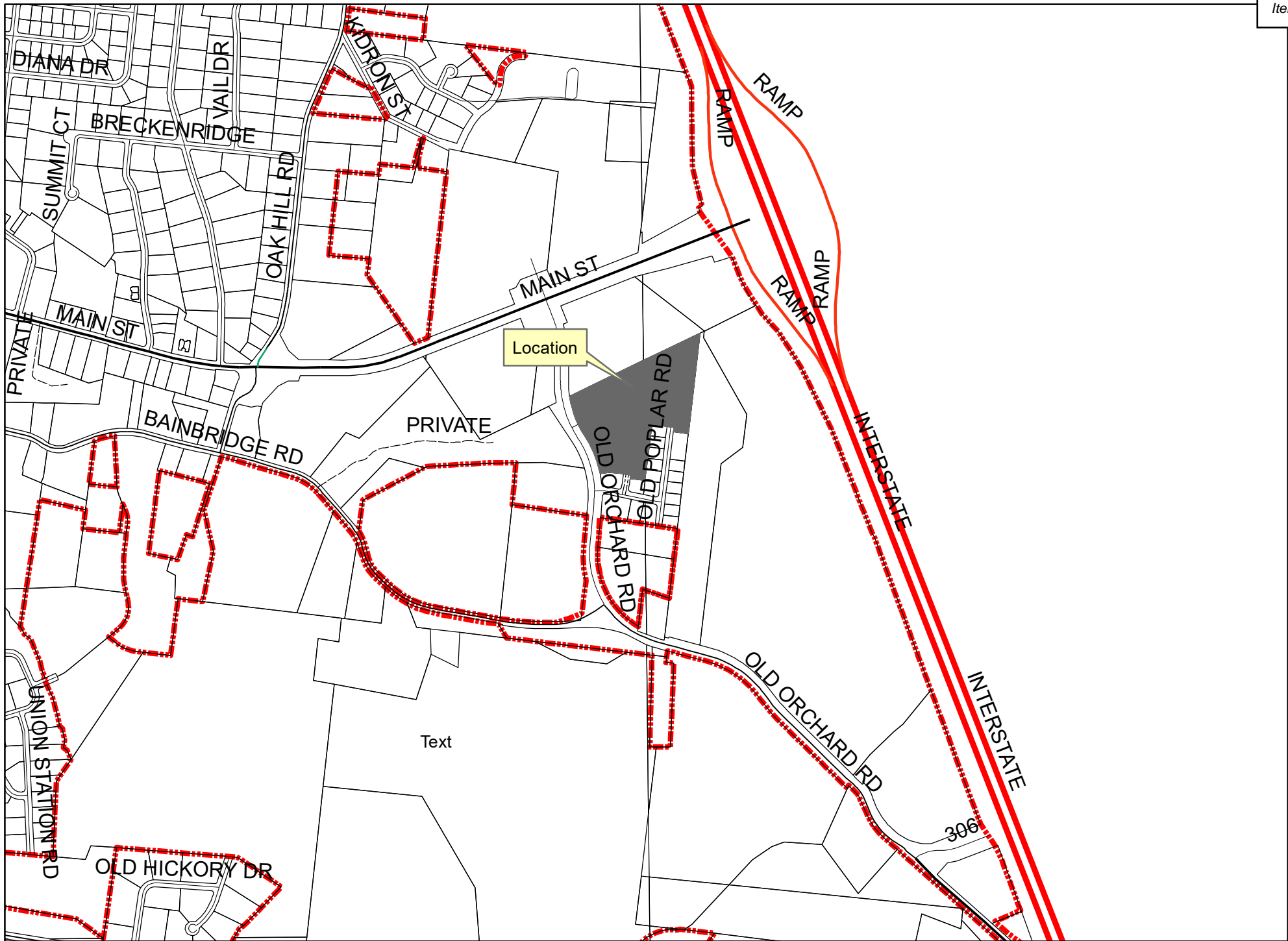
Janet Sanders
Building & Planning Superintendent
City of Jackson
101 Court Street
Jackson, MO 63755

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

COMMENCING AT A FOUND IRON PIPE AT THE NORTHWEST CORNER OF U.S.P.S. NO. 202, TOWNSHIP 31 NORTH, RANGE 13 EAST; THENCE SOUTH 64 DEGREES 19 MINUTES 13 SECONDS WEST A DISTANCE OF 35.55 FEET TO A FOUND IRON PIN WITH CAP FOR THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, SOUTH 06 DEGREES 40 MINUTES 09 SECONDS WEST A DISTANCE OF 725.62 FEET TO THE NORTHEAST CORNER OF LOT 10 OF MCKENDREE CROSSING SUBDIVISION PHASE 1 AS RECORDED IN DOCUMENT 2018-05914; THENCE ALONG THE NORTH LINE OF SAID LOT 10, NORTH 82 DEGREES 48 MINUTES 20 SECONDS WEST A DISTANCE OF 114.73 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD POPLAR ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 7 DEGREES 11 MINUTES 40 SECONDS EAST A DISTANCE OF 31.56 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND CONTINUING ALONG THE NORTH LINE OF SAID MCKENDREE CROSSING SUBDIVISION PHASE 1, NORTH 82 DEGREES 48 MINUTES 20 SECONDS WEST A DISTANCE OF 157.50 FEET TO THE NORTHWEST CORNER OF LOT 11; THENCE ALONG THE WEST LINE OF SAID LOT 11, SOUTH 07 DEGREES 11 MINUTES 40 SECONDS WEST A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF LOT 17; THENCE ALONG THE NORTH LINE OF SAID LOT 17, NORTH 82 DEGREES 48 MINUTES 20 SECONDS WEST A DISTANCE OF 107.50 FEET TO THE EAST RIGHT-OF-WAY OF STEEPLECHASE ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 7 DEGREES 11 MINUTES 40 SECONDS EAST A DISTANCE OF 27.22 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE NORTH LINE OF SAID MCKENDREE CROSSING SUBDIVISION PHASE 1, NORTH 82 DEGREES 48 MINUTES 20 SECONDS WEST A DISTANCE OF 151.43 FEET; THENCE SOUTH 79 DEGREES 46 MINUTES 55 SECONDS WEST A DISTANCE OF 70.51 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD ORCHARD ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 780.00 FEET, CHORD BEARING NORTH 21 DEGREES 39 MINUTES 02 SECONDS WEST 309.21 FEET AND AN ARC LENGTH OF 311.27 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET, CHORD BEARING NORTH 21 DEGREES 27 MINUTES 22 SECONDS WEST 282.15 FEET AND AN ARC LENGTH OF 284.10 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 64 DEGREES 10 MINUTES 31 SECONDS EAST A DISTANCE OF 1045.04 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 12.114 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.



Location

Text



Location Map
 McKendree Crossing Subdivision Phase 2

RECORD PLAT OF McKendree Crossing Subdivision PHASE 2

PART OF U.S.P.S. NO. 324 TOWNSHIP 31 NORTH, RANGE 13 EAST
OF THE FIFTH PRINCIPAL MERIDIAN
IN THE CITY OF JACKSON, CAPR GARIBAUDE COUNTY, MISSOURI

SUBDIVISION DEDICATION

WE, VILLAGES OF WEST PARK LLC, THE OWNERS OF THAT PART OF UNITED STATES SURVEY NO. 324, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN IN THE CITY OF JACKSON, COUNTY OF CAPR GARIBAUDE, STATE OF MISSOURI, BEING MORE PARTICULARLY RECORDED AS FOLLOWS:
COMMENCING AT A FOUND IRON PIPE AT THE NORTHWEST CORNER OF U.S.P.S. NO. 202, TOWNSHIP 31 NORTH, RANGE 13 EAST, THENCE SOUTH 64 DEGREES 19 MINUTES 13 SECONDS WEST A DISTANCE OF 35.65 FEET TO A FOUND IRON PIPE WITH CAP FOR THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, SOUTH 60 DEGREES 40 MINUTES 00 SECONDS WEST A DISTANCE OF 725.62 FEET TO THE NORTHEAST CORNER OF LOT 10 OF MCKENDREE CROSSING SUBDIVISION PHASE 1 AS RECORDED IN DOCUMENT 2018-09514; THENCE ALONG THE NORTH LINE OF SAID LOT 10, NORTH 80 DEGREES 48 MINUTES 20 SECONDS WEST A DISTANCE OF 117.73 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD POPLAR ROAD; THENCE ALONG SAID RIGHT-OF-WAY LINE, NORTH 7 DEGREES 11 MINUTES 40 SECONDS EAST A DISTANCE OF 31.56 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND CONTINUING ALONG THE NORTH LINE OF SAID MCKENDREE CROSSING SUBDIVISION PHASE 1, NORTH 82 DEGREES 48 MINUTES 20 SECONDS WEST A DISTANCE OF 107.04 FEET TO THE NORTHWEST CORNER OF LOT 11; THENCE ALONG THE WEST LINE OF SAID LOT 11, SOUTH OF DEGREES 11 MINUTES 40 SECONDS WEST A DISTANCE OF 400.00 FEET TO THE NORTHEAST CORNER OF LOT 17; THENCE ALONG THE NORTH LINE OF SAID LOT 17, NORTH 80 DEGREES 48 MINUTES 20 SECONDS WEST A DISTANCE OF 107.04 FEET TO THE EAST RIGHT-OF-WAY OF STEEPLCHASE ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 2 DEGREES 11 MINUTES 40 SECONDS EAST A DISTANCE OF 27.22 FEET; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE AND CONTINUING ALONG THE NORTH LINE OF SAID MCKENDREE CROSSING SUBDIVISION PHASE 1, NORTH 82 DEGREES 48 MINUTES 20 SECONDS WEST A DISTANCE OF 19.41 FEET; THENCE SOUTH 79 DEGREES 48 MINUTES 55 SECONDS WEST A DISTANCE OF 70.51 FEET TO THE EAST RIGHT-OF-WAY LINE OF OLD ORCHARD ROAD; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 376.00 FEET, CHORD BEARING NORTH 31 DEGREES 39 MINUTES 02 SECONDS WEST 309.21 FEET AND AN ARC LENGTH OF 317.27 FEET; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 700.00 FEET, CHORD BEARING NORTH 21 DEGREES 27 MINUTES 22 SECONDS WEST 280.15 FEET AND AN ARC LENGTH OF 294.10 FEET; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, NORTH 64 DEGREES 19 MINUTES 13 SECONDS EAST A DISTANCE OF 104.04 FEET TO THE POINT OF BEGINNING.

THE HERIN DESCRIBED TRACT CONTAINS 12.14 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR UNWRITTEN.

DECLARE THAT I HAVE CAUSED THE FOREGOING DESCRIBED TRACT OF LAND TO BE SUBDIVIDED INTO LOTS AND STREETS AS NUMBERED AND DESIGNATED ON THE ANNEXED PLAT AND THAT I HAVE NAMED SAID SUBDIVISION "MCKENDREE CROSSING SUBDIVISION PHASE 2" AND DO HEREBY DEDICATE ALL RIGHT-OF-WAYS WITHIN THE AFORESAID SUBDIVISION TO THE PUBLIC USE, FOREVER FOR STREET AND ALLIED USE, AND DO HEREBY EXHAUSTIVE AND DEDICATE TO THE PUBLIC USE PERMANENT UTILITY, SURFACE AND SUBSURFACE EASEMENTS ACROSS CERTAIN PORTIONS OF THE AFORESAID SUBDIVISION WHICH ARE SET FORTH ON THE ANNEXED PLAT.

DETAILED RESTRICTIONS FOR ALL LOTS IN "MCKENDREE CROSSING SUBDIVISION PHASE 2" HAVE BEEN RECORDED IN A SEPARATE INSTRUMENT IN DOCUMENT NO. 2018-09514, IN THE LAND RECORDS OF THE COUNTY RECORDERS OFFICE.

IN WITNESS WHEREOF, I HAVE CAUSED THESE PRESENTS TO BE SIGNED BY US THIS _____ DAY OF _____, 20____.

WAYNE BOONE
VILLAGES OF WEST PARK LLC
A MISSOURI LIMITED LIABILITY CORPORATION

ON THIS _____ DAY OF _____, 20____, BEFORE ME APPEARED WAYNE BOONE, TO ME PERSONALLY KNOWN, BEING A MEMBER OF VILLAGES OF WEST PARK LLC, WHO BEING BY MY SELF DULY SWORN, DID SAY THAT HE IS THE PERSON DESCRIBED HEREIN AND DID EXECUTE THE FOREGOING INSTRUMENT AND WHO ACKNOWLEDGED THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

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

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

APPROVED BY:
DWAYNE HANE, MAYOR
ANGELA BIRK, CITY CLERK OF THE CITY OF JACKSON, MISSOURI
HEREBY DECLARE THAT THIS PLAT WAS PREPARED BY AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON,
MISSOURI ON THE _____ DAY OF _____, 20____, BY BILL _____,
40. _____ ORDINANCE NO. _____

JANE SANDERS, PUBLIC WORKS DIRECTOR
HARRY DREIER, CHAIRMAN PLANNING AND ZONING COMMISSION
ANGELA BIRK, CITY CLERK

STATE OF MISSOURI
COUNTY OF CAPR GARIBAUDE
FILED FOR RECORD THIS _____ DAY OF _____, 20____, AND DULY RECORDED
IN DOCUMENT NUMBER _____

ANDREW DAVID EATNER
RECORDER OF DEEDS OF CAPR GARIBAUDE COUNTY, MISSOURI

STRICKLAND ENGINEERING
113 WEST MAIN STREET
JACKSON, MISSOURI 65755
TEL: 573-263-4080
FAX: 573-263-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

RECORD PLAT FOR
MCKENDREE CROSSING
SUBDIVISION - PHASE 2
JACKSON, MISSOURI

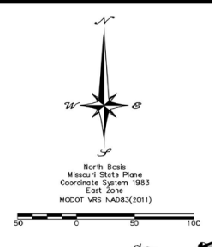
SCALE AS NOTED
DATE 2-6-24
DRAWN BY MTM
CHECKED BY RA/BS
PROJECT # 19-030

CURVE TABLE				
Curve #	Length	Radius	Chord Direction	Chord Length
C1	157.42	700.00'	S16°18'E	157.09'
C2	33.81'	20.00'	S71°06'12"E	28.92'
C3	78.83'	175.00'	S41°32'08"E	78.17'
C4	18.73'	225.00'	S36°45'48"W	16.75'
C5	70.88'	225.00'	S47°51'10"W	70.59'
C6	28.39'	125.00'	S67°33'28"W	28.37'
C7	43.22'	75.00'	N80°11'40"E	42.43'
C8	31.42'	20.00'	N57°11'40"E	28.29'
C9	23.17'	20.00'	N25°59'16"W	21.40'
C10	111.88'	52.00'	S22°04'24"W	91.34'
C11	87.15'	52.00'	N67°48'44"W	77.30'
C12	54.49'	52.00'	N10°32'22"E	52.63'
C13	13.64'	20.00'	S20°42'22"W	13.38'
C14	13.15'	125.00'	N41°03'14"E	13.14'
C15	31.42'	20.00'	S37°48'20"E	28.28'
C17	14.41'	25.00'	N80°11'40"E	14.21'
C18	30.44'	20.00'	N20°34'02"E	27.59'
C19	52.31'	125.00'	N1°03'11"W	51.83'
C20	13.65'	125.00'	N40°33'22"E	13.45'
C21	31.42'	20.00'	S57°48'20"W	28.28'
C22	17.91'	20.00'	N17°32'08"W	17.13'

CURVE TABLE				
Curve #	Length	Radius	Chord Direction	Chord Length
C23	53.86'	52.00'	N75°33'34"E	51.49'
C24	46.37'	52.00'	S48°13'44"E	44.85'
C25	57.05'	52.00'	S74°45'44"W	54.23'
C26	49.53'	52.00'	S88°14'08"W	48.03'
C27	49.30'	52.00'	N58°38'56"W	47.48'
C28	17.91'	20.00'	S57°06'18"E	17.33'
C29	31.42'	20.00'	N52°11'40"E	28.28'
C30	33.59'	75.00'	N57°38'13"W	33.31'
C31	33.58'	20.00'	N67°39'36"W	33.04'
C32	82.75'	175.00'	S50°31'46"W	81.98'
C33	7.49'	175.00'	S35°15'25"W	7.42'
C34	44.18'	225.00'	N40°15'00"E	44.11'
C35	61.58'	225.00'	N53°43'15"E	61.38'
C36	32.67'	20.00'	N15°37'32"E	28.74'
C37	33.68'	700.00'	S31°14'17"E	33.88'
C38	66.64'	780.00'	N30°51'21"W	66.62'
C39	135.94'	780.00'	N23°40'56"W	134.87'
C40	115.59'	780.00'	N14°27'48"W	115.49'
C41	284.11'	700.00'	N21°27'32"W	282.15'
C42	311.27'	780.00'	N21°39'02"W	308.21'
C43	92.60'	700.00'	S28°30'43"E	92.73'

PARCEL LINE TABLE		
Line #	Direction	Length
L1	N34°31'46"E	6.68
L2	N64°10'31"E	5.59
L3	N71°41'10"E	3.91
L4	N81°48'21"E	5.92
L5	S81°48'21"E	5.92
L6	N34°31'46"E	6.68
L7	N64°10'31"E	5.59
L8	N71°41'10"E	3.91
L9	N81°48'21"E	5.92
L10	S81°48'21"E	5.92
L11	N34°31'46"E	6.68
L12	N64°10'31"E	5.59
L13	N71°41'10"E	3.91
L14	N81°48'21"E	5.92
L15	S81°48'21"E	5.92
L16	N34°31'46"E	6.68
L17	N64°10'31"E	5.59
L18	N71°41'10"E	3.91
L19	N81°48'21"E	5.92
L20	S81°48'21"E	5.92
L21	N34°31'46"E	6.68
L22	N64°10'31"E	5.59

RANDY D. LARR R. LUETZEL
BOOK 422, PAGE 18-4
ZONE 20-1-2-3



ZONING CLASSIFICATION
"R-2" SINGLE FAMILY RESIDENTIAL DISTRICT
No. of LOTS = 40
SMALLEST LOT SIZE = 6,568 SQ. FT.
LARGEST LOT SIZE = 16,230 SQ. FT.

- REFERENCES**
- 2218-03090 (SUBJECT PROPERTY)
 - DOCUMENT 2018-00914 - MCKENDREE CROSSING SUBDIVISION PHASE 1
 - DOCUMENT 2006-10378
 - DOCUMENT 2011-03889
 - DOCUMENT 2013-06110
 - DOCUMENT 2013-02522
 - DOCUMENT 2008-10375
 - DOCUMENT 2006-07818
 - DOCUMENT 2011-04154
 - DOCUMENT 2001-04661
 - DOCUMENT 2010-02007
 - PLAT BOOK 811, PAGE 566
 - PLAT BOOK 420, PAGE 125
 - PLAT BOOK 190, PAGE 114

SIDEWALKS
EACH LOT OWNER WILL BE REQUIRED TO CONSTRUCT A SIDEWALK ALONG THE ENTIRE FRONTAGE OF THE LOT ACCORDING TO CITY ENGINEER SPECIFICATIONS DURING HOME CONSTRUCTION. AN OCCUPANCY PERMIT WILL NOT BE ISSUED BY THE CITY UNTIL THIS HAS BEEN COMPLETED. THE DEVELOPER IS REQUIRED TO CONSTRUCT SIDEWALKS FOR LOTS THAT DO NOT YET HAVE HOMES AT THE END OF THE TWO-YEAR MAINTENANCE PERIOD.

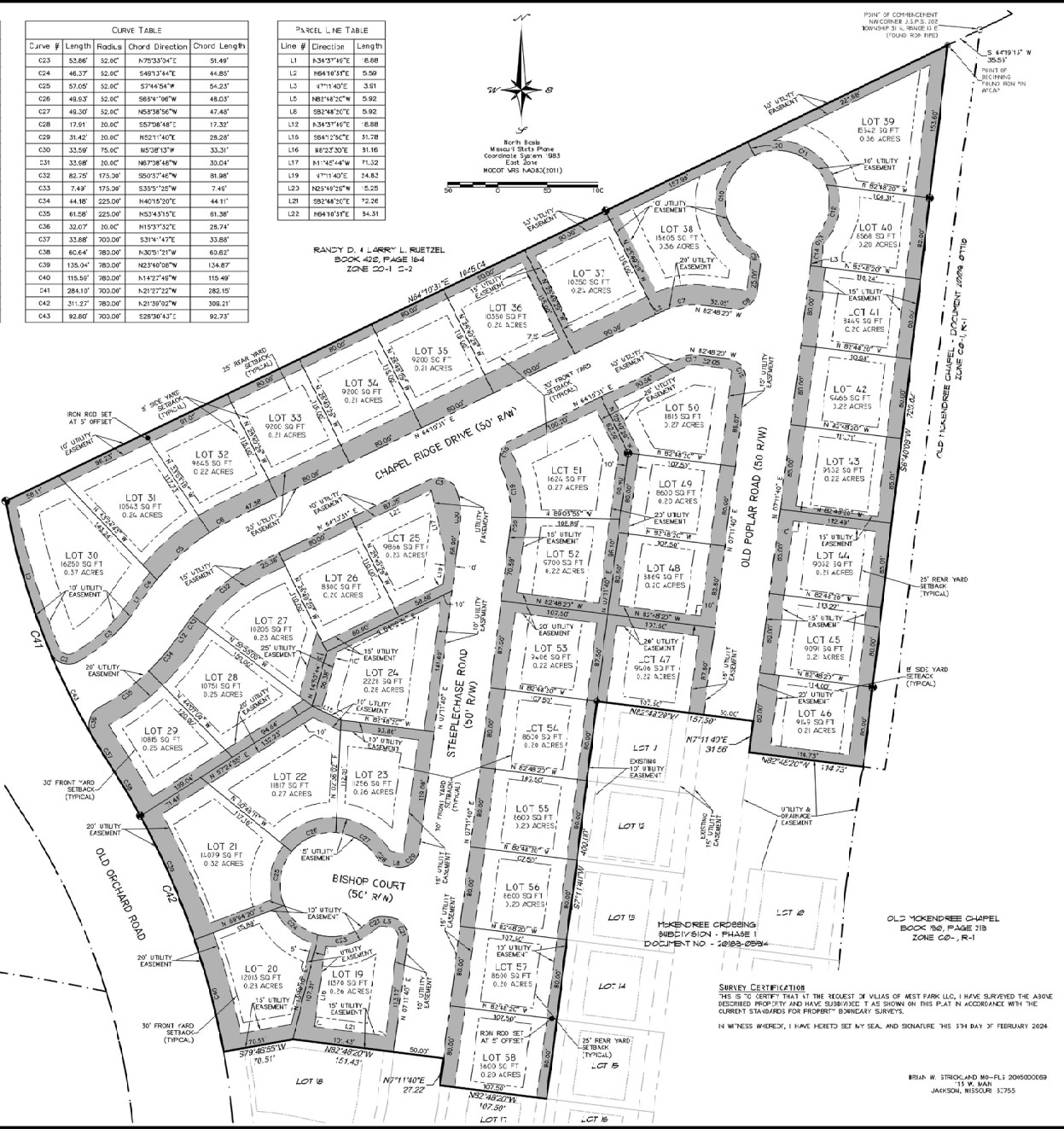
SURVEYOR'S NOTE
1/2" IRON RODS WITH PLASTIC CAP SET AT ALL LOT CORNERS UNLESS OTHERWISE NOTED.

ACCURACY STANDARD: TYPE URBAN

FLOODPLAIN NOTE
NO LOTS WITHIN MCKENDREE CROSSING SUBDIVISION PHASE 2 ARE LOCATED WITHIN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 280310018E FOR CAPR GARIBAUDE COUNTY, MISSOURI, EFFECTIVE DATE SEPTEMBER 29, 2011 AND AS SHOWN ON THE ANNEXED PLAT.

BUILDING SETBACKS
30' FRONT SETBACKS
25' REAR SETBACKS
8' SIDE SETBACKS INTERNAL SIDES
30' SIDE SETBACK ON STREET CORNER SIDES

- LEGEND**
- 1/2" IRON ROD (SET)
 - 5/8" IRON ROD W/ALUM CAP (SET)
 - IRON ROD W/CAP (FOUND)
 - IRON ROD (FOUND)
 - IRON PIPE
 - STONE
 - COTTON PICKER SPINDLE
 - CHISELED CROSS
 - CRACKER BLOCK
 - ALUMINUM MONUMENT
 - RIGHT-OF-WAY MARKER
 - MEASURED
 - RECORDED
- PROPERTY BOUNDARY LINE
--- RIGHT-OF-WAY LINE
--- LOT LINE
--- BUILDING SETBACK LINE
--- EASEMENT LINE
--- EASEMENT AREA



SURVEY CERTIFICATION
THIS IS TO CERTIFY THAT I, THE SURVEYOR, HAVE PERSONALLY EXAMINED THE ABOVE DESCRIBED PROPERTY AND HAVE SUBMITTED AS SHOWN ON THIS PLAT IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROFESSIONAL SURVEYS.
IN WITNESS WHEREOF, I HAVE HEREIN SET MY SEAL AND SIGNATURE THIS 13th DAY OF FEBRUARY 2024

BRIAN W. STRICKLAND M.S.-PL 2016000669
113 W. MAIN
JACKSON, MISSOURI 65755

BILL NO. 24-___

ORDINANCE NO. 24-___

AN ORDINANCE AMENDING THE "STOP STREET DESIGNATION SCHEDULE, SCHEDULE VI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO CERTAIN STOP STREET DESIGNATIONS.

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

Section 1. The "Stop Street Designation Schedule, Schedule VI," passed and approved on the 18th day of November, 1985, is hereby amended by adding thereto the following stop street designations:

BISHOP COURT: On Bishop Court at its intersection with Steeplechase Road, traffic from Bishop Court to stop.

CHAPEL RIDGE DRIVE: On Chapel Ridge Drive at its intersection with South Old Orchard Road, traffic on Chapel Ridge Drive to stop.

CHAPEL RIDGE DRIVE: On Chapel Ridge Drive at its intersection with Old Poplar Road, traffic on Chapel Ridge Drive to stop.

STEEPLECHASE ROAD: On Steeplechase Road at its intersection with Chapel Ridge Drive, traffic from Steeplechase Road to stop.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Stop Street Designation Schedule, Schedule VI," of the City of Jackson, Missouri, and the City Clerk is directed to amend said schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause stop signs to be placed at the above streets in accordance herewith.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

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

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

FIRST READING: March 4, 2024.

SECOND READING: March 4, 2024.

PASSED AND APPROVED this 4th day of March, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. 24-__

ORDINANCE NO. 24-__

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

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

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

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

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

BISHOP COURT: On the south side of Bishop Court for its entire distance.

CHAPEL RIDGE DRIVE: On the south side of Chapel Ridge Drive for its entire distance.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Parking Prohibited Schedule, Schedule IX," and the City Clerk of the City of Jackson, Missouri, is directed to replace said schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "No Parking Here to Corner" signs, or other appropriate signage, to be placed at the locations set forth hereinabove.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

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

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

FIRST READING: March 4, 2024.

SECOND READING: March 4, 2024.

PASSED AND APPROVED this 4th day of March, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. 24-__

ORDINANCE NO. 24-__

AN ORDINANCE AMENDING THE "HANDICAPPED PARKING DESIGNATED SCHEDULE, SCHEDULE XVII," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY DELETING THEREFROM CERTAIN HANDICAPPED PARKING DESIGNATIONS.

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

Section 1. The "Handicapped Parking Designated Schedule, Schedule XVII," passed and approved on the 18th day of November, 1985, is hereby amended by deleting therefrom the following handicapped parking designations:

UNION AVENUE (NORTH): On North Union Avenue, 125 feet north of Oak Street, two handicapped parking spots on the east side.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Handicapped Parking Designated Schedule, Schedule XVII," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "Handicapped Parking" signs, or other appropriate signage, to be placed at the location set forth above.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

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

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

FIRST READING: March 4, 2024.

SECOND READING: March 4, 2024.

PASSED AND APPROVED this 4th day of March, 2024, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk