

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 *SAINT FRANCIS MEDICAL CENTER*, RELATIVE TO THE *RELOCATION OF A WATER LINE AT 2102 AND 2122 EAST JACKSON BOULEVARD*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented 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 **Saint Francis Medical Center**. 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: July 20, 2020.

SECOND READING: July 20, 2020.

PASSED AND APPROVED this 20th day of July, 2020, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

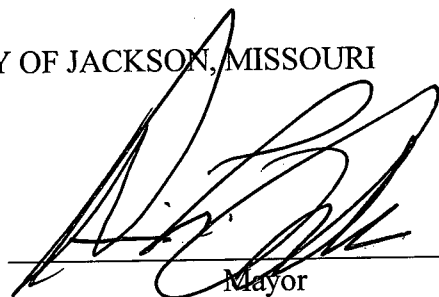
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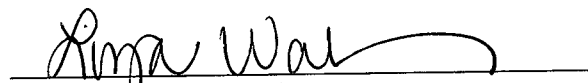
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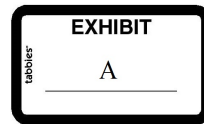


CITY OF JACKSON, MISSOURI

BY:


Mayor


City Clerk



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 23rd day of July, 2020, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “City,” and ***SAINT FRANCIS MEDICAL CENTER, a Missouri nonprofit corporation***, hereinafter referred to as “Saint Francis,” **WITNESSETH:**

WHEREAS, Saint Francis is constructing improvements to a medical facility at 2102 and 2122 East Jackson Boulevard within the City; and

WHEREAS, the current City eight-inch water line is at a location that interferes with the Saint Francis construction project; and

WHEREAS, Saint Francis desires to move the current City eight-inch water line; and

WHEREAS, the City desires to obtain municipal utility easements acceptable to the City for a future ten-inch water line and desires to have the water line relocated within said municipal utility easements; and

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

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

1. Saint Francis has employed Bowen Engineering & Surveying to design its current project at 2102 and 2122 East Jackson Boulevard within the City. A copy of said design is attached as Exhibit A.

2. Saint Francis will provide a legal description and exhibit plat for municipal utility easements acceptable to the City as shown generally on Exhibit A. Saint Francis will be solely responsible for all payments to its contractor for said municipal utility easements description and exhibit plat. Saint Francis agrees to dedicate the aforesaid municipal utility easements to the City at no cost to the City. The City shall utilize the legal description and exhibit plat of the municipal utility easements and shall provide the easement deed of dedication in proper form acceptable to Saint Francis for execution by Saint Francis.

3. Saint Francis will employ its contractor to install a ten-inch water line in a manner acceptable to the City within the aforesaid municipal utility easements. Saint Francis will pay all costs of designing and constructing said ten-inch water line within the municipal utility easements.

4. Saint Francis shall submit to the City copies of all invoices or other evidence of the actual cost of all materials used on the project along with a bill for the total material cost on the project. "Project" means the construction of the ten-inch water line within the municipal utility easements only.

5. The City shall pay the full amount submitted by Saint Francis and will do so within thirty days of the documentation required in Paragraph 4 being delivered unless prior to that date the City has disputed in writing the amount billed by Saint Francis.

6. At the conclusion of the installation of the ten-inch water line and at the point said water line is functional, the City shall abandon the eight-inch water line on the property of Saint Francis via documentation reasonably acceptable to Saint Francis.

7. All other costs of the project, including design and labor for the ten-inch water line, shall be paid by Saint Francis.

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

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

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

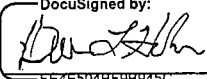
11. Words of any gender used in this Memorandum of Understanding shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

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

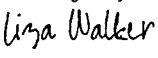
IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding
as of the day and year first above written.

CITY:

CITY OF JACKSON, MISSOURI

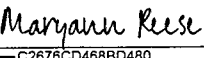
By: 
DocuSigned by:
FE4E504BF9B945C...
Dwain Hahs, Mayor

ATTEST:



DocuSigned by:
7CCB5A4DE2DF47B...
Liza Walker, City Clerk

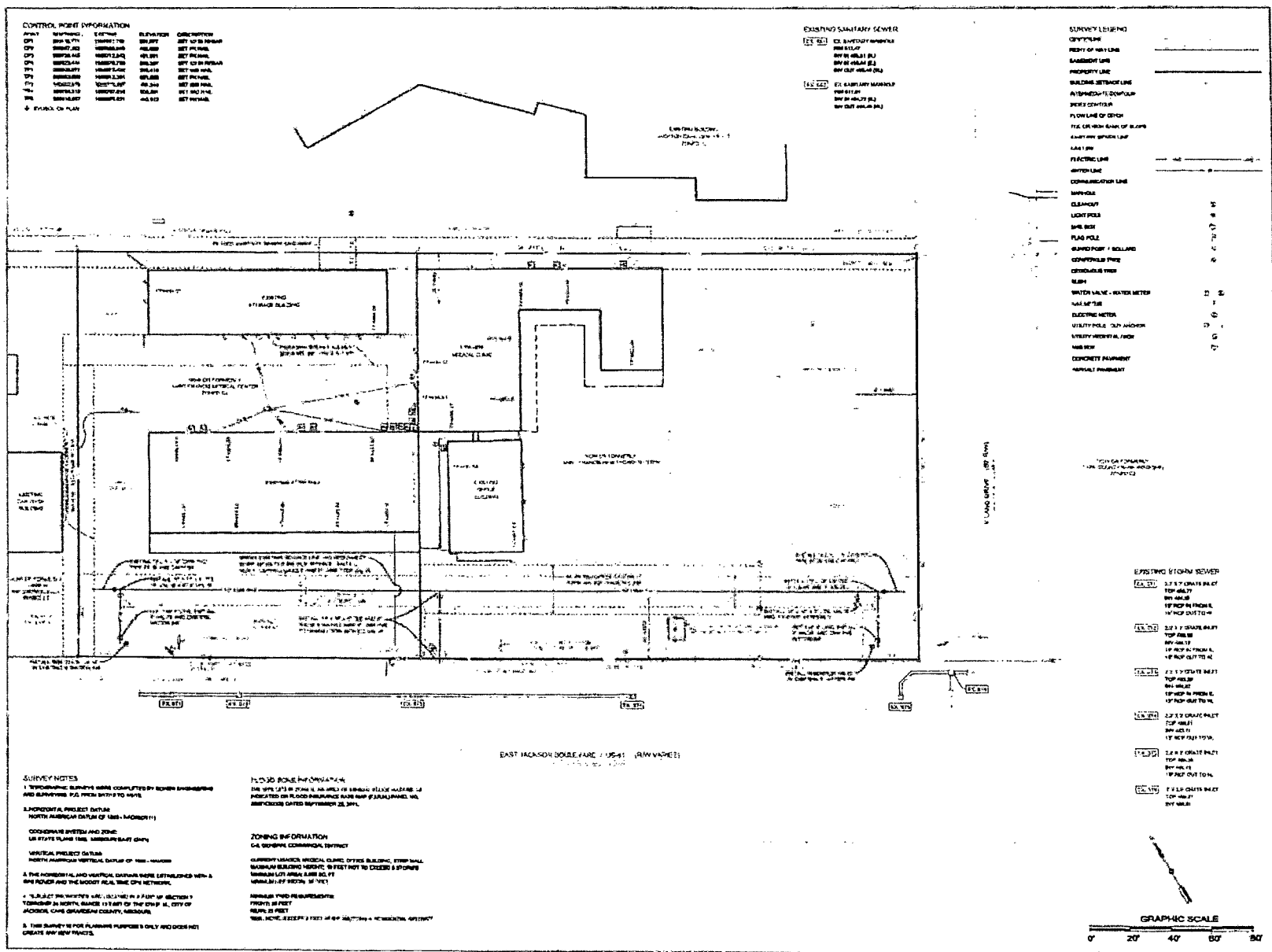
SAINT FRANCIS:

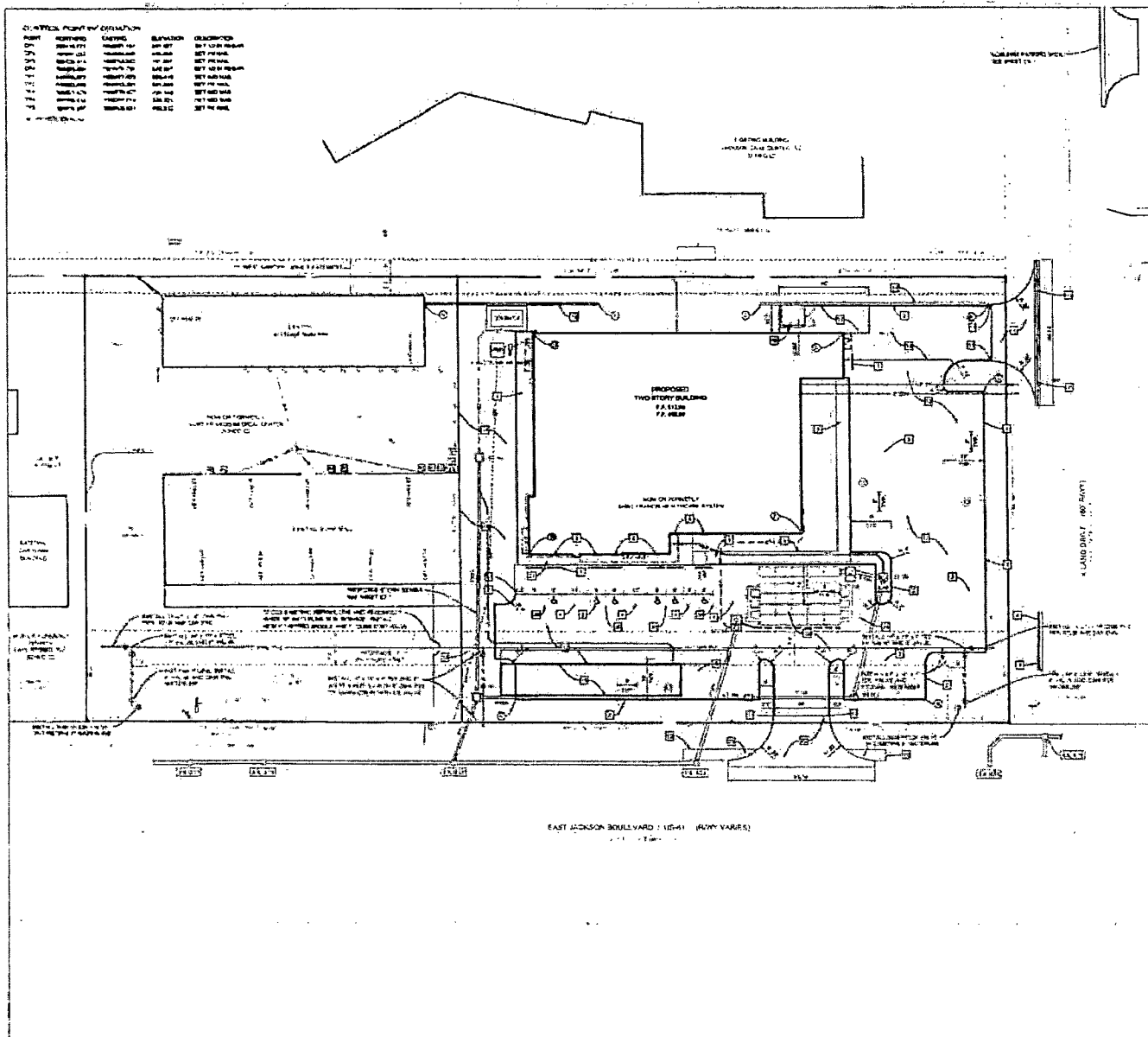
SAINT FRANCIS MEDICAL CENTER

By: 
DocuSigned by:
C2676CD458BD480...
Maryann Reese
President and Chief Executive Officer

ATTEST:


DocuSigned by:
AF3EB31620844D0...
James L. Burke, JD, CPA, MBA, LLM
CAO & General Counsel

[illegible]



2006年12月20日

2. IF THE OWNER WILL OBTAIN A PERMIT FOR WORK ON ROAD RIGHT OF WAY, CONSTRUCTION SHALL BE BY ALL MEANS SET FORTH IN THE PERMIT.

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1) HAS PLANS BY OTHERS ON ALL THE WORK.

CONSTRUCTION KEY NOTES

- [illegible]


KEY COORDINATES

Year	Age	Sex	Height	Weight	Body Mass Index	Waist Circumference	Waist-Hip Ratio	Trunk Fat (%)	Visceral Fat (cm)	Subcutaneous Fat (cm)	Visceral Fat Index	Subcutaneous Fat Index
1990	25	M	175	75	24.2	85	0.85	12.5	1.5	2.5	0.015	0.025
1991	26	M	175	75	24.2	85	0.85	12.5	1.5	2.5	0.015	0.025
1992	27	M	175	75	24.2	85	0.85	12.5	1.5	2.5	0.015	0.025
1993	28	M	175	75	24.2	85	0.85	12.5	1.5	2.5	0.015	0.025
1994	29	M	175	75	24.2	85	0.85	12.5	1.5	2.5	0.015	0.025
1995	30	M	175	75	24.2	85	0.85	12.5	1.5	2.5	0.015	0.025
1996	31	M	175	75	24.2	85	0.85	12.5	1.5	2.5	0.015	0.025
1997	32	M	175	75	24.2	85	0.85	12.5	1.5	2.5	0.015	0.025
1998	33	M	175	75	24.2	85	0.85	12.5	1.5	2.5	0.015	0.025
1999	34	M	175	75	24.2	85	0.85	12.5	1.5	2.5	0.015	0.025
2000	35	M	175	75	24.2	85	0.85	12.5	1.5	2.5	0.015	0.025

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GRAPHIC SCALE

Time (t) [days]	Control (N) [eggs/female]	Treated (N) [eggs/female]
0	20	20
20	30	25
40	40	30
60	50	35
80	60	40



Bowen

ENGINEERING & SURVEYING

Incorporated

2121 Megan Drive
Cape Girardeau, MO 63701
Ph 573 339 5900
Fax 573 339 1391
www.bowenengsurv.com

Project Name: Saint Francis Healthcare System
Jackson Physician Association
New Clinic / Urgent Care

Project Number: 19605-02-00
Job Number: E19-052

Date: July 1, 2020

ESTIMATED QUANTITIES

NO.	ITEM	ESTIMATED QUANTITY	UNIT
1	8" TAPPING SLEEVE AND VALVE	2	EACH
2	6" DIA. C900 PVC WATER LINE	36	L.F.
3	8" DIA. C900 PVC WATER LINE	54	L.F.
4	10" DIA. C900 PVC WATER LINE	400	L.F.
5	6" GATE VALVE	1	EACH
6	8" GATE VALVE	2	EACH
7	10" GATE VALVE	2	EACH
8	8" INSERTION VALVE	2	EACH
9	10" x 10" x 6" TEE	2	EACH
10	10" x 10" x 8" TEE	2	EACH
11	6" VALVE AND FIRE HYDRANT ASSEMBLY	1	EACH
12	10" END CAP	2	EACH
13	1" TAPPING SADDLE (STRIP CENTER SERVICE CONNECTION)	1	EACH
14	1" CURB STOP VALVE (STRIP CENTER SERVICE CONNECTION)	1	EACH

**Saint Francis Healthcare System
Action by Chief Executive Officer**

Saint Francis Healthcare System, a Missouri nonprofit corporation ("SFHS"), is the sole member of Saint Francis Medical Center, a Missouri nonprofit corporation ("SFMC").

SFMC's Bylaws reserve to SFHS the authority to approve certain alienations of real property. The attached agreement, to which SFMC wishes to become a party, includes grants of certain rights in real property owned by SFMC, and SFMC has asked SFHS to authorize such actions.

This Action is within my authority as President and Chief Executive Officer of SFHS.

SFMC is authorized to enter into and perform its obligations under the agreement attached to this Action, and is authorized to execute and deliver all documents necessary to comply with its obligations under the attached agreement.

The City of Jackson intends to construct a water line across SFMC's property at some time, if SFMC does not do so now. Taking the actions described in the attached agreement is in the best interests of SFMC because (a) the City of Jackson has agreed to pay certain costs, as described in the attached agreement; (b) the City could gain its easement through process of law even without SFMC's agreement; and (c) by installing the water line during ongoing construction activities, SFMC will avoid having its business disrupted later. It is in SFMC's best interest to get the water line installed as provided in the attached agreement, rather than waiting for the City to do so at some later date.

IN WITNESS WHEREOF, the undersigned has executed this Action as of July 20, 2020.

DocuSigned by:

Maryann Reese

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Maryann Reese, President and CEO