



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, July 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

PUBLIC HEARINGS

2. Hearing to consider a Special Use Permit for a high-density mixed residential development in a C-2 (General Commercial) District at 957 West Independence Street, as submitted by Brennon Todt.

APPROVAL OF MINUTES

3. Motion approving the Minutes of the Regular Meeting of July 5, 2022.

FINANCIAL AFFAIRS

4. Motion approving the payment of the semimonthly bills.
5. Motion approving the City Collector's Report.
6. Motion approving the City Clerk's & Treasurer's Reports.

ACTION ITEMS

Power, Light, and Water Committee

7. Motion approving the Semi-Annual Financial Statement, ending June 30, 2022.
8. Motion setting a public hearing for Monday, August 15, 2022, at 6:00 p.m., to consider the proposed 2022 Parks and Recreation, General Revenue, Cemetery, and Band Tax Rates.
9. Motion approving Change Order No. 4, to Coast To Coast Signs, LLC, of Scott City, Missouri, relative to the Jackson Civic Center Directional and Informational Sign Project.
10. Bill proposing an Ordinance re-adopting Chapter 1, Article VIII, of the Code of Ordinances, relative to ethics.
11. Bill proposing an Ordinance approving an application with CRC Group, of Chicago, Illinois, relative to insurance.

Street, Sewer, and Cemetery Committee

12. Motion authorizing the sale of intoxicating liquor, malt liquor (beer), and non-intoxicating beer, at the Oktoberfest Event, in three locations in uptown Jackson, on Friday and Saturday, October 7 and 8, 2022, as submitted by the Uptown Jackson Revitalization Organization.
13. Motion accepting the proposal of Houseal Lavigne Associates, LLC., of Chicago, Illinois, in the amount of \$101,175.00, relative to providing services under the 2022 Jackson Comprehensive Plan Update.
- [14.](#) Bill proposing an Ordinance authorizing a contractual agreement with Houseal Lavigne Associates, LLC., relative to the 2022 Jackson Comprehensive Plan Update.
- [15.](#) Bill proposing an Ordinance approving a Memorandum of Understanding with Beussink Family Trust, relative to the construction of a retaining wall in the public right of way at 300 East Jefferson Street.
- [16.](#) Bill proposing an Ordinance approving a Special Use Permit for a high-density mixed residential development in a C-2 (General Commercial) District at 957 West Independence Street, as submitted by Brennon Todt.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

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

EXECUTIVE SESSION

Motion to have executive session. Litigation, personnel, and purchase of property. Authority is Section 610.021 and 610.022, Revised Statutes of Missouri, as amended.

ADJOURN

Posted on 07/15/2022 at 04:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, July 5, 2022 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, Katy Liley, Paul Sander, David Hitt, Tommy Kimbel, 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)
 June 20, 2022, Regular Board Meeting)

Motion made by Alderman Seabaugh, seconded by Alderman Kimbel, to approve the minutes of the preceding Regular Board Meeting of Monday, June 20, 2022. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of July, 2022)

Now is presented the Semimonthly Bills, in the various funds for the month of July, 2022. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the Semimonthly Bills in the various funds for July, 2022. Ayes-8; Nays-0; Absent-0.

Motion to Change the Date of the Board)
 of Aldermen Regular Meeting and Study)
 Session in Observance of the Labor Day)
 Holiday)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to change the date of the Board of Aldermen Regular Meeting and Study Session from Monday, September 5, 2022, to Tuesday, September 6, 2022, at 6:00 p.m., in observance of the Labor Day holiday. Ayes-8; Nays-0; Absent-0.

Motion to Approve an Increase in)
 Expenditure under Task Order)
 Authorization No. 21-04 to HR Green of)
 Chesterfield, Missouri, relative to)
 Providing Additional Engineering)
 Services under the Separate Storm)
 Sewer System Permit (MS4) Program)

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to approve an increase in expenditure, in the amount of \$1,023.00, under Task Order Authorization No. 21-04 to HR Green of Chesterfield, Missouri, relative to providing additional engineering services under the Separate Storm Sewer System Permit (MS4) Program. Ayes-8; Nays-0; Absent-0.

Motion to Approve Task Order)
 Authorization No. 22-14 to Strickland)
 Engineering of Jackson, Missouri,)



CITY OF JACKSON
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Tuesday, July 5, 2022 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

Relative to Providing Engineering)
 Services under the Fire Department)
 Facilities Evaluation)

Motion made by Alderman Reiminger, seconded by Alderman Sander, to approve Task Order Authorization No. 22-14, in the amount of \$7,500.00, to Strickland Engineering of Jackson, Missouri, relative to providing engineering services under the Fire Department Facilities Evaluation. Ayes-8; Nays-0; Absent-0.

Motion to Approve Change Order No. 1)
 to Steve's Hauling & Excavating of)
 Millersville, Missouri, relative to the)
 Disposal of Stockpiled Brush Program)

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to approve Change Order No. 1, in the amount of \$10,000.00, to Steve's Hauling & Excavating of Millersville, Missouri, relative to the Disposal of Stockpiled Brush Program. Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-59 Re: To Approve a)
 Memorandum of Understanding with the)
 County of Cape Girardeau, Missouri,)
 Relative to the 2022 Asphalt Pavement)
 Improvement Program)

The matter of approving a Memorandum of Understanding the with County of Cape Girardeau, Missouri, relative to the 2022 Asphalt Pavement Improvement Program, came on for consideration. Alderwoman Liley introduced Bill No. 22-61, 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 2022 ASPHALT PAVEMENT IMPROVEMENT PROGRAM; 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 Baker, Bill No. 22-61 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 Baker, Bill No. 22-61 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 22-59 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 Kimbel-aye; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Sander-aye; Alderman Hitt-aye; and Alderwoman Liley-aye.

BILL NO. 22-61

ORDINANCE NO. 22-59

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 2022 ASPHALT PAVEMENT IMPROVEMENT 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
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MINUTES

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 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: July 5, 2022.

SECOND READING: July 5, 2022.

PASSED AND APPROVED this 5th day of July, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, July 5, 2022 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

ATTEST: By: Dwain L. Hahs (signed)
 Mayor

Liza Walker (signed)
 City Clerk

Motion to Accept the Bid of Paving Pros,)
 LLC of Oak Ridge, Missouri, relative to)
 the 2022 Asphalt Pavement)
 Improvement Program)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to accept the bid of Paving Pros, LLC of Oak Ridge, Missouri, in the amount of \$346,960.80, relative to the 2022 Asphalt Pavement Improvement Program. Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-60 Re: To Authorize a)
 Contractual Agreement with Paving)
 Pros, LLC of Oak Ridge, Missouri,)
 relative to the 2022 Asphalt Pavement)
 Improvement Program)

The matter of authorizing a contractual agreement with Paving Pros, LLC of Oak Ridge, Missouri, relative to the 2022 Asphalt Pavement Improvement Program, came on for consideration. Alderwoman Liley introduced Bill No. 22-62, 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 PAVING PROS, LLC OF OAK RIDGE, MISSOURI, RELATIVE TO THE 2022 ASPHALT PAVEMENT IMPROVEMENT PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 22-62 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 22-62 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 22-60 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; Alderman Kimbel-aye; Alderwoman Young-aye; Alderman Sander-aye; Alderman Hitt-aye; Alderman Baker-aye; and Alderwoman Liley-aye.

BILL NO. 22-62

ORDINANCE NO. 22-60

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PAVING PROS, LLC OF OAK RIDGE, MISSOURI, RELATIVE TO THE 2022 ASPHALT PAVEMENT IMPROVEMENT 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



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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 **Paving Pros, LLC of Oak Ridge, 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: July 5, 2022.

SECOND READING: July 5, 2022.

PASSED AND APPROVED this 5th day of July, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Liza Walker (signed)
 City Clerk



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, July 5, 2022 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Accept the Bid of Putz)
 Construction, LLC of Millersville,)
 Missouri, relative to the West Mary)
 Street Bridge and Sidewalk)
 Improvements Project)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to accept the bid of Putz Construction, LLC of Millersville, Missouri, in the amount of \$1,643,870.58, relative to the West Mary Street Bridge and Sidewalk Improvements Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-61 Re: To Approve a)
 Contractual Agreement with Putz)
 Construction, LLC of Millersville,)
 Missouri, relative to the West Mary)
 Street Bridge and Sidewalk)
 Improvements Project)

The matter of approving a contractual agreement with Putz Construction, LLC of Millersville, Missouri, relative to the West Mary Street Bridge and Sidewalk Improvements Project, came on for consideration. Alderwoman Liley introduced Bill No. 22-63, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PUTZ CONSTRUCTION, LLC OF MILLERSVILLE, MISSOURI, RELATIVE TO THE WEST MARY STREET BRIDGE AND SIDEWALK IMPROVEMENTS PROJECT; 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. 22-63 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 22-63 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 22-61 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Sander-aye; Alderman Kimbel-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Baker-aye; and Alderwoman Liley-aye.

BILL NO. 22-63

ORDINANCE NO. 22-61

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PUTZ CONSTRUCTION, LLC OF MILLERSVILLE, MISSOURI, RELATIVE TO THE WEST MARY STREET BRIDGE AND SIDEWALK IMPROVEMENTS 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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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 **Putz Construction, LLC of Millersville, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

FIRST READING: July 5, 2022.

SECOND READING: July 5, 2022.

PASSED AND APPROVED this 5th day of July, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Resolution No. 2022-04: A Resolution)
to Support a Missouri Regional Bridge)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, July 5, 2022 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

Program Grant Application to the)
 Missouri Department of Transportation)
 for the Sunset Drive Bridge)
 Replacement Project over Hubble Creek)

RESOLUTION NO. #2022-04

RESOLUTION

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, EXPRESSING SUPPORT OF A MISSOURI REGIONAL BRIDGE PROGRAM APPLICATION TO THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR THE SUNSET DRIVE BRIDGE REPLACEMENT PROJECT.

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

WHEREAS, the City participates in the Missouri Department of Transportation (MoDOT) Biennial Non-State Bridge Inspection Program;

WHEREAS, the Board of Aldermen of the City has adopted a City-Wide Bridge Plan;

WHEREAS, the City of Jackson is now in the planning phase with development of an Alternatives Analysis Report for the Sunset Drive Bridge over Hubble Creek (MoDOT Bridge No. 2150005) anticipated for consideration in the Summer of 2022;

WHEREAS, the City is applying for federal assistance through the Missouri Regional Bridge Program for the replacement of the Sunset Drive Bridge over Hubble Creek which has been identified as eligible for replacement due to a poor condition rating.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City, through its Board of Aldermen, does hereby express and confirms its support for the submittal of a Missouri Regional Bridge Program application to the Missouri Department of Transportation for the funding of the Sunset Drive Bridge Replacement Project.

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

4. In the event a grant is awarded, the City is prepared to complete the project within the time period identified on the signed project agreement.

5. In the event a grant is awarded, the City will comply with all rules and regulations in MoDOT's Engineering Policy Guide (EPG) and all state or federal laws that govern the grant applicant during the performance of the project.

PASSED AND APPROVED this 5th day of July, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

(SEAL)

ATTEST:

CITY OF JACKSON, MISSOURI

By: Dwain L. Hahs (signed)
 Mayor



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MINUTES

Liza Walker (signed)
 City Clerk

Ordinance No. 22-62 Re: To Approve)
 the Minor Plat of Magnolia Meadows)
 Subdivision, a Resubdivision of Lots 9)
 and 10 of Block 4 of West End Addition,)
 as submitted by Terry R. Seabaugh and)
 Traci L. Foltz)

The matter of approving the Minor Plat of Magnolia Meadows Subdivision, a Resubdivision of Lots 9 and 10 of Block 4 of West End Addition, as submitted by Terry R. Seabaugh and Traci L. Foltz, came on for consideration. Alderwoman Liley introduced Bill No. 22-64, being for an ordinance entitled as follows:

AN ORDINANCE ACCEPTING THE PLAT OF MAGNOLIA MEADOWS SUBDIVISION, A RESUBDIVISION OF LOTS 9 AND 10 OF BLOCK 4 OF WEST END ADDITION; 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.

Motion made by Alderwoman Liley, seconded by Alderman Baker, Bill No. 22-64 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 Baker, Bill No. 22-64 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 22-62, and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Kimbel-aye; Alderwoman Young-aye; Alderman Sander-aye; Alderman Baker-aye; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderman Hitt-aye; and Alderwoman Liley-aye.

BILL NO. 22-64

ORDINANCE NO. 22-62

AN ORDINANCE ACCEPTING THE PLAT OF MAGNOLIA MEADOWS SUBDIVISION, A RESUBDIVISION OF LOTS 9 AND 10 OF BLOCK 4 OF WEST END ADDITION; 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, Terry R. Seabaugh and Traci L. Foltz have platted Magnolia Meadows Subdivision, a Resubdivision of Lots 9 and 10 of Block 4 of West End Addition, as located within the corporate limits of the City of Jackson, Missouri; and,

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



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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 Magnolia Meadows Subdivision, a Resubdivision of Lots 9 and 10 of Block 4 of West End Addition, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein.

Section 2. That the Mayor and City Clerk of the City of Jackson, Missouri, are hereby authorized to do all acts and execute all instruments appropriate and necessary to accept said plat.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said plat with the Recorder of Deeds, Cape Girardeau County, Missouri.

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

FIRST READING: July 5, 2022.

SECOND READING: July 5, 2022.

PASSED AND APPROVED this 5th day of July, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Ordinance No. 22-63 Re: To Approve)
the Minor Plat of a Resubdivision of Lots)
28 and 30 of Deerwood Subdivision, as)
Submitted by Gregory M. & Alison R.)
Staggs)

The matter of approving the Minor Plat of a Resubdivision of Lots 28 and 30 of Deerwood Subdivision, as submitted by Gregory M. & Alison R. Staggs, came on for consideration. Alderwoman Liley introduced Bill No. 22-65, being for an ordinance entitled as follows:



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MINUTES

AN ORDINANCE ACCEPTING THE PLAT OF A RESUBDIVISION OF LOTS 28 AND 30 OF DEERWOOD SUBDIVISION; 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.

Motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 22-65 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 22-65 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 22-63, and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Sander-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Kimbel-aye; and Alderwoman Liley-aye.

BILL NO. 22-65

ORDINANCE NO. 22-63

AN ORDINANCE ACCEPTING THE PLAT OF A RESUBDIVISION OF LOTS 28 AND 30 OF DEERWOOD SUBDIVISION; 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, Gregory M. and Alison R. Staggs, husband and wife, have platted a Resubdivision of Lots 28 and 30 of Deerwood Subdivision, as located within the corporate limits of the City of Jackson, Missouri; and,

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of a Resubdivision of Lots 28 and 30 of Deerwood Subdivision, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, July 5, 2022 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

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: July 5, 2022.

SECOND READING: July 5, 2022.

PASSED AND APPROVED this 5th day of July, 2022, by a vote of 8 ayes, 0nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Liza Walker (signed)
 City Clerk

Alderman Baker to Bring Complaints)
 Received of the Broken Utility Pole at)
 the Corner of Woodland and Howard)
 Streets)

Now comes forth Alderman Baker to request that Staff address the broken utility pole at the corner of Woodland and Howard Streets. AT&T has equipment to remove from the pole so City staff can take the pole down. There are other poles around town with the same problem. City Attorney Poore will compose a letter to address the issue.

City Administrator James Roach)
 requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for one security item and two matters of litigation.

Motion to Recess the Meeting to Study)
 Session)

On a motion by Alderman Baker, seconded by Alderwoman Liley, to recess the meeting at 6:20 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

.....
 Returned to Open Session at 7:38 P.M., from Study Session.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, July 5, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

Meeting concluded at 7:38 P.M., on a motion by Alderman Baker, seconded by Alderwoman Liley, to proceed into closed session for one security item and two matters of litigation, and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Young-aye; Alderman Hitt-aye; Alderman Baker-aye; Alderman Reiminger-aye; Alderman Sander-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; and Alderman Kimbel-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk

COLLECTOR'S REPORT

JUNE COLLECTIONS 2022

UTILITY SERVICE	ELECTRIC/SECURITY LIGHT (EL/SL)	WATER/PRIMACY (WA/PF)	SEWER (SE)	LANDFILL (TR)	GENERAL REVENUE	TOTALS
COLLECTIONS						
SERVICE CHARGES	1,143,207.62	247,222.02	194,745.70	57,474.15		1,642,649.49
LATE FEES	7,021.80	1,601.97	1,254.21	353.08		10,231.06
SALES TAX	36,335.10	7,410.08				43,745.18
RECONNECT FEES	1,027.08					1,027.08
RETURNED TRANSACTION FEES	270.00					270.00
CUSTOMER RELOCATION FEES					500.00	500.00
TRASH STICKERS				1,576.00		1,576.00
UTILITY COLLECTIONS	1,187,861.60	256,234.07	195,999.91	59,403.23	500.00	1,699,998.81
Adjustments/Refund/Return Checks - Services						-
Adjustments/Refund/Return Checks - Penalties						-
Adjustments/ Refund/Return Checks - Taxes						-
Adjustments/Service Fees for Returns						-
Adjustments/Payments/Overpayments - Services						-
Adjustments/Payments/Overpayments - Penalties						-
Adjustments/Payments/Overpayments - Taxes						-
NET UTILITY COLLECTIONS	1,187,861.60	256,234.07	195,999.91	59,403.23	500.00	1,699,998.81
BUSINESS / CONTRACTOR LICENSES					4,030.00	4,030.00
EVENT CHARGES / MISC.						-
						-
NON-UTILITY COLLECTIONS	-	-	-	-	4,030.00	4,030.00
MISC. ADJUSTMENTS						-
INTEREST ON FUNDS						6.04
CASH IN BANK						1,704,034.85
MISSOURI SALES TAX PAYMENT	(36,335.10)	(7,410.08)				(43,745.18)
Money Due to City Treasurer					\$	1,660,289.67

Respectfully Submitted,



City Collector



CITY CLERK'S REPORT FOR THE MONTH OF JUNE, 2022

ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	11025.00	
Electric Service Lines	8800.00	
Returned Check Fees	0.00	
URD Services	0.00	
Reconnect Fees	0.00	
Sales Tax Commission	857.15	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		20,682.15

CEMETERY

Sale of Lots	3250.00	
Sale of Niches	0.00	
Grave Openings	4800.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		8,050.00

WATER & SEWER

WATER

Water Taps & Water Meters	48120.00	
Sale of Merchandise	0.00	
Water Sold at Plant	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		48,120.00

WASTEWATER

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

GENERAL REVENUE

Building Permits	4442.21	
Electric Permits	680.00	
Gas Permits	460.00	
Plumbing/Sewer Permits	680.00	
Sewer Tap Permits	8640.00	
Public Hearing & Plat Recording	253.00	
Stormwater Review Fees	850.00	
Street Repair or Mowing	0.00	
Gas Franchise	18253.59	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	207.90	
Telephone Franchise Fees	6400.00	
Fire Cost Recovery	0.00	
Court Fines	695.00	
Court Costs	70.00	
Fingerprint Fee	0.00	
Court Postage	0.00	
Court Warrant Fees	0.00	
Crime Victims Compensation	1.85	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Customer Relocation Admin. Fee-CRAF	0.00	
Cell Tower Rental	1058.00	
Health Insurance Reimbursement	152.62	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		42,844.17

INMATE SECURITY FUND

Inmate Security Court Costs	10.00	
TOTAL		10.00

PARK

Misc. Park Receipts	150.00	
Ballfield Rentals	670.00	
Pavilion Rentals	530.00	
TOTAL		1,350.00

TRUST & AGENCY

July 4th Receipts	14000.00	
Farmers Market Fees	0.00	
TOTAL		14,000.00

PARK FOUNDATION

Donations	0.00	
Civic Center Donations	0.00	
TOTAL		0.00

HEALTH INSURANCE

Health Insurance Reimbursement	1,964.55	
TOTAL		1,964.55

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	4194.50	
Swimming Pool Gate Receipts	18381.00	
Reimb./Donations/Special Events	4250.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	0.00	
TOTAL		26,825.50

LANDFILL

Refuse Collections	990.00	
Recyclables	4473.78	
E-Cycle TV/Monitor Fees	0.00	
Trash Sticker Receipts	0.00	
Royalties	0.00	
TOTAL		5,463.78

RECREATIONAL SALES TAX FUND

Civic Center Rentals	5201.00	
Civic Center Programs	1095.00	
Civic Center Membership Fees	40.50	
Civic Center Entry Fees	690.50	
Civic Center Concessions	132.50	
TOTAL		7,159.50

STORMWATER FUND

Stormwater Credit	0.00	
Stormwater Maintenance	3951.06	
TOTAL		3,951.06

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension	1282.50	
TOTAL		1,282.50

REPORT TOTAL		<u>\$181,703.21</u>
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Water & Light Deposit Accounts

JUNE, 2022

Beginning Balance June 1, 2022:	\$301,560.83
TOTAL DEPOSITS	\$15,727.96
TOTAL REFUNDS	\$18,911.45
Ending Balance June 30, 2022:	\$298,377.34

Balance Consists of :

Checking Account for US Bank	\$88,377.34
Investments	\$210,000.00
	\$298,377.34

CITY TREASURER'S REPORT FOR JUNE, 2022

Item 6.

FUND	FUND BALANCES 06-01-2022	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 06-30-2022	INVESTMENTS	CASH BALANCE 06-30-2022
ELECTRIC FUND							
Operation & Maintenance	-	1,164,702.63	(761.51)	1,163,941.12	-	-	-
Electric Surplus	5,361,245.11	7,547.62	(1,550,000.00)	19,364.94	3,799,427.79	2,539,305.20	1,260,122.59
Electric Capital Projects F	7,477,522.39	-	-	20,850.00	7,456,672.39	7,412,000.00	44,672.39
General Revenue	578,574.90	76,980.80	3,930,678.70	820,212.53	3,766,021.87	2,050,000.00	1,716,021.87
Landfill Fund	488,706.45	64,867.23	(14,779.62)	49,814.40	488,979.66	245,000.00	243,979.66
City Park Fund	113,601.51	2,327.26	160,182.55	62,151.84	213,959.48	-	213,959.48
Public Park Foundation Fund	138,398.77	-	5,250.00	1,000.00	142,648.77	-	142,648.77
Cemetery Fund	880,697.08	8,651.73	(6,629.46)	20,143.88	862,575.47	299,000.00	563,575.47
Band Fund	-	601.73	-	601.73	-	-	-
Stormwater Maintenance Fund	276,529.48	3,951.06	-	-	280,480.54	61,000.00	219,480.54
ARPA Fund	1,511,269.16	-	-	109,000.00	1,402,269.16	500,000.00	902,269.16
Road Use Tax Fund	1,131,564.62	52,265.70	(19,166.66)	25,759.00	1,138,904.66	850,000.00	288,904.66
Sales Tax Fund	4,131,774.15	275,615.02	(1,500,000.00)	21,986.29	2,885,402.88	2,808,832.06	76,570.82
Fire Protection Sales Tax Fur	107,977.36	64,934.61	(169,578.97)	-	3,333.00	-	3,333.00
Recreation Sales Tax	320,677.19	72,094.13	(330,952.32)	60,924.86	894.14	-	894.14
Public Safety Sales Tax	210,189.78	129,824.14	(339,013.92)	-	1,000.00	-	1,000.00
Trust and Agency Fund	1,003,456.04	19,612.34	36,372.04	61,480.96	997,959.46	720,000.00	277,959.46
Recreational Development	217.21	26,825.50	139,210.16	56,368.65	109,884.22	-	109,884.22
Transportation Sales Tax	3,006,884.63	131,151.19	(567,000.00)	376,579.21	2,194,456.61	2,173,000.00	21,456.61
I-55 Corridor Special Alloc.	619.70	-	-	-	619.70	-	619.70
Capital Projects Constructior	-	-	-	-	-	-	-
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	578,620.87	1,964.55	278,149.20	108,477.64	750,256.98	-	750,256.98
Inmate Security Fund	14,563.12	136.00	-	-	14,699.12	-	14,699.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	148,570.43	(26,560.44)	122,009.99	-	-	-
Water Replacement	716,475.57	-	-	-	716,475.57	715,000.00	1,475.57
Water & Sewer Revenue Bond	483,457.71	148,426.56	-	609,301.50	22,582.77	-	22,582.77
Water & Sewer Deprec. Res.	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,652,606.20	1,537.26	-	46,251.00	9,607,892.46	9,100,220.54	507,671.92
Wastewater Operation & Main	-	194,465.64	(25,399.75)	169,065.89	-	-	-
Wastewater Replacement	1,113,253.35	-	-	-	1,113,253.35	1,049,533.00	63,720.35
W & S Construction Fund	1,779,024.72	-	-	194,559.17	1,584,465.55	200,000.00	1,384,465.55
TOTALS	41,191,524.14	2,597,053.13	-	4,119,844.60	39,668,732.67	30,832,890.80	8,835,841.87

Respectfully Submitted,

Cash on Hand	1,675.00
General Account	7,170,260.13
Collectors Account	1,660,289.67
Equitable Sharing Fund	3,617.07

Liza Walker, City Clerk/Treasurer (signed)

TOTAL	8,835,841.87
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**CITY OF JACKSON, MISSOURI - SEMI-ANNUAL FINANCIAL STATEMENT
FOR THE PERIOD OF JANUARY 1, 2022, TO JUNE 30, 2022**

	FUND BALANCES 01-01-2022	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 06-30-2022
ELECTRIC FUND					
Operation & Maintenance	-	6,354,580.98	115,225.02	6,469,806.00	-
Electric Reserve Fund	-	-	-	-	-
Electric Surplus Fund	5,292,306.92	1,197,495.40	(2,551,086.94)	139,287.59	3,799,427.79
Capital Projects Fund	6,518,827.52	-	1,000,000.00	62,155.13	7,456,672.39
General Revenue	1,974,142.78	1,490,895.60	3,915,535.83	3,614,552.34	3,766,021.87
Landfill Fund	639,489.06	403,024.54	(62,792.97)	490,740.97	488,979.66
City Park Fund	147,758.62	166,069.48	118,079.94	217,948.56	213,959.48
Public Park Foundation Fund	138,137.73	2,175.00	5,250.00	2,913.96	142,648.77
Cemetery Fund	821,977.05	152,605.53	(29,919.60)	82,087.51	862,575.47
Band Fund	65,992.50	163,021.72	(2,973.00)	226,041.22	-
Stormwater Fund	274,039.19	6,441.35	-	-	280,480.54
ARPA Fund	1,496,845.37	14,423.79	-	109,000.00	1,402,269.16
Road Use Fund	981,758.63	300,524.99	(114,999.96)	28,379.00	1,138,904.66
Sales Tax Fund	3,431,722.23	1,362,248.43	(1,500,000.00)	408,567.78	2,885,402.88
Fire Protection Sales Tax Fund	166,584.73	320,857.79	(320,857.79)	-	166,584.73
Recreation Sales Tax Fund	3,333.00	373,643.15	(372,460.62)	166,873.12	(162,357.59)
Public Safety Sales Tax	1,000.00	641,409.31	(641,409.31)	-	1,000.00
Trust and Agency Fund	983,266.12	152,282.11	123,212.28	260,801.05	997,959.46
Recreational Development	4,956.21	65,225.50	134,990.41	95,287.90	109,884.22
Transportation Sales Tax	2,692,846.33	645,665.75	(567,000.00)	577,055.47	2,194,456.61
I-55 Corridor Special Allocation	168,700.10	1,214.87	-	169,295.27	619.70
Capital Projects Construction Fund	-	-	-	-	-
CDBG Grant Fund	-	-	-	-	-
Health Insurance Fund	396,653.79	79,059.26	1,013,197.04	738,653.11	750,256.98
Inmate Security Fund	13,787.62	911.50	-	-	14,699.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07
WATER & SEWER FUND					
Water Operation & Maintenance	-	609,457.98	(140,473.71)	468,984.27	-
Water Replacement	695,415.07	21,060.50	-	-	716,475.57
Water & Sewer Revenue Bond	30,031.00	724,754.56	-	732,202.79	22,582.77
Water & Sewer Deprec. Reserve	30,000.00	-	-	-	30,000.00
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00
Water & Sewer Surplus	9,319,848.12	745,984.80	(6,500.00)	451,440.46	9,607,892.46
Wastewater Operation & Maint.	-	562,367.47	(121,516.62)	440,850.85	-
Wastewater Replacement Acct.	1,121,496.35	-	-	8,243.00	1,113,253.35
Water & Sewer Construction	1,973,054.30	-	6,500.00	395,088.75	1,584,465.55
	39,467,587.41	16,557,401.36	-	16,356,256.10	39,668,732.67
<u>OUTSTANDING INDEBTEDNESS:</u>					
Waterworks & Sewerage-2016	2,710,000.00		Cash on Hand		1,675.00
Lease/Purchase Series 2015	390,000.00		General Account		32,493,180.47
Waterworks & Sewerage-COPS 2013	790,000.00		Collector's Account		7,170,260.13
Waterworks & Sewerage-2002A	166,273.54		Equitable Sharing Fund		3,617.07
Waterworks & Sewerage-2019	3,210,000.00				
	7,266,273.54		TOTAL		39,668,732.67

I, Liza Walker, City Clerk and Treasurer of the City of Jackson, Missouri, do hereby certify that the above statement of receipts and disbursements of the various funds of the said City of Jackson, Missouri, for the six month period ending June 30, 2022, and the financial conditions thereof on said date are true and correct as shown by the records of said City.

IN WITNESS THEREOF, I have unto set my hand affixed the seal of the City of Jackson, Missouri, this 11th day of July, 2022. Respectfully submitted, Liza Walker (signed) City Clerk/Treasu:

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Tuesday, July 12, 2022
Re: Civic Center Directional and Informational Sign – Change Order #4

Attached to this memo is Change Order No. 4 for the Jackson Civic Center Directional and Informational Sign Project. The purpose of this change order is to extend the date of the contract due to the purchase of property at 2000 N. High St. as it relates to the proposed location of the sign.



City of Jackson

CHANGE ORDER

Coast to Coast Signs, LLC

Name of Contractor

3180 Outer Road North

Contractor Address

Jackson Civic Center Directional and Informational Sign Project

Project Name

4

Change Order No.

Scott City, MO 63780

City/State/Zip

7/18/2022

Date

Description: ☐ See Attachments

The purpose of this change order is to extend the date of the contract due to the purchase of real estate at 2000 N. High Street as it relates to the installation of the sign.

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME	
Original Contract Price: \$ 78,496.00		Original Contract End Date: November 12, 2021	
Previous Change Orders: \$ 435.00		Net Change from Previous Change Orders: 259	
Contract Price prior to this Change Order: \$ 78,931.00		Contract End Date prior to this Change Order: July 29, 2022	
Net Increase (Decrease) of this Change Order: \$ 0.00		Net Increase (Decrease) of this Change Order: 155	
Contract Price with all approved Change Orders: \$ 78,931.00		Contract End Date with all approve Change Orders: December 31, 2022	

Recommended By:

Jason Lipe
Jason Lipe, Parks and Recreation Director

Date

7/13/22

Authorized By:

Mayor, City of Jackson

Date

Accepted By:

May
Contractor Auth. Representative

Date

7-13-22

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE RE-ADOPTING CURRENT ARTICLE VIII OF CHAPTER 1, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, ORIGINALLY PASSED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN ON THE 1st DAY OF FEBRUARY, 1999.

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

Section 1. That Chapter 1, Article VIII, of the Code of Ordinances of the City of Jackson, Missouri, is hereby re-adopted and confirmed in compliance with Section 105.485.4 RSMo 2000, as amended. Copy of same is attached hereto and incorporated herein by reference as if fully set forth.

Section 2. That the City Clerk is hereby directed to forward a certified copy of this Ordinance and attachment to the Missouri Ethics Commission within ten (10) days of passage and approval.

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

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

FIRST READING: July 18, 2022.

SECOND READING: July 18, 2022.

PASSED AND APPROVED this 18th day of July, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN APPLICATION BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *CRC GROUP, OF CHICAGO, ILLINOIS*, RELATIVE TO *INSURANCE*; 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 application 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 application.

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 application marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **CRC Group, of Chicago, Illinois**. 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 application.

Section 2. That the Mayor is hereby authorized and directed to execute said application 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 application.

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 18, 2022.

SECOND READING: July 18, 2022.

PASSED AND APPROVED this 18th day of July, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

EXHIBIT A

The application, terms of coverage, and contract for insurance is to be treated as a closed record.

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *HOUSEAL LAVIGNE ASSOCIATES, LLC. OF CHICAGO, ILLINOIS*, RELATIVE TO THE 2022 JACKSON COMPREHENSIVE PLAN UPDATE; 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 **Houseal Lavigne Associates, LLC. of Chicago, Illinois**. 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 18, 2022.

SECOND READING: July 18, 2022.

PASSED AND APPROVED this 18th day of July, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

PROFESSIONAL SERVICES AGREEMENT

JULY __, 2022

BETWEEN

CITY OF JACKSON, MO

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN THE CITY OF JACKSON, MO

AND

HOUSEAL LAVIGNE ASSOCIATES, LLC.

THIS AGREEMENT, made and entered into this ___ day of July, 2022 by and between HOUSEAL LAVIGNE ASSOCIATES LLC., an Illinois Limited Liability Company with principal offices at 188 W. Randolph, Suite 200, Chicago, IL 60601 (hereinafter referred to as the "CONSULTANT"), and the City of Jackson, a municipal corporation of the State of Missouri whose mailing address is 101 Court St., Jackson, MO 63755 (hereinafter referred to as the "CLIENT").

WITNESSETH THAT:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish technical and professional assistance in connection with the preparation of the Comprehensive Plan(hereinafter referred to as the "PROJECT") and the CONSULTANT has signified its willingness to furnish technical and professional service to the CLIENT; and WHEREAS, the CONSULTANT represents to the CLIENT that it has sufficient expertise and resources to enable it to provide such advice and assistance to the CLIENT; and

WHEREAS, the CLIENT is interested in hiring a CONSULTANT to assist with a project, and

WHEREAS, CONSULTANT is qualified to do business in Missouri, and

WHEREAS, The CLIENT and CONSULTANT wish to enter into this Agreement to specify the duties and obligations of the Parties for the Services described herein, and

WHEREAS, CONSULTANT is willing to perform Services in accordance with the terms hereinafter provided, agrees to comply with all federal, state, and local laws and ordinances applicable to this Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

A. Scope of CONSULTANT's Services

The CONSULTANT agrees to perform in a good and professional manner those services described in Attachment A, *Scope of Services*, Section 2, a copy of which is attached hereto and incorporated in this AGREEMENT. All documents, work papers, maps, and study materials produced by the CONSULTANT in the performance of these services become the property of the CLIENT during and upon completion of the services to be performed under this AGREEMENT.

B. Services to be Provided by the Client

All existing information, data, reports, and records which are useful for carrying out the work on this PROJECT and which are owned or controlled by the CLIENT shall be furnished to the CONSULTANT in a timely manner. The completion of the services to be performed by the CONSULTANT under this AGREEMENT is contingent upon the receipt from the CLIENT, at no cost to the CONSULTANT, the data and reports and other material as described in Attachment A, Section 1, in a timely manner. If, by reason of any fault of CLIENT, the information, data, reports and records to be provided by the CLIENT are not made available to the CONSULTANT in a timely manner, the CONSULTANT may, at its option, stop work on the PROJECT until such materials are provided.

C. Meetings and CONSULTANT Visits

The CONSULTANT will attend meetings as specifically identified in the *Scope of Services*, Attachment A, Section 2. A "meeting" within the body of this AGREEMENT shall mean a gathering requiring the attendance of the CONSULTANT or CONSULTANT's staff, including workshops, formal presentations, interviews, meetings with CLIENT'S staff, public meetings and workshops, and public hearings. Public meetings shall be scheduled at least seven (7) to fifteen (15) days in advance, and public hearings shall be scheduled with sufficient advance notice to comply with state and local notice

requirements. Attendance at “additional” meetings, meetings not identified in Attachment A, Section 2, *Scope of Services*, will be subject to the provisions of Article M (Extra Work) of this AGREEMENT. The CONSULTANT may conduct “site visits” to gather information, data, and perform field reconnaissance. These “site visits” shall not be counted as meetings under this AGREEMENT. When conducting “site visits” or in the community attending scheduled meetings, the CONSULTANT may informally meet with CLIENT staff to review and discuss aspects of the PROJECT. These informal CLIENT meetings with staff shall not be counted as meetings under this agreement. Throughout the PROJECT the CONSULTANT may conduct phone calls or teleconferences with CLIENT staff on an as needed basis, to maintain open communication and discuss certain aspects of the PROJECT. These phone calls and teleconferences with CLIENT staff shall not be counted as meetings under this AGREEMENT.

D. Deliverables

CONSULTANT agrees to provide products to the CLIENT as identified in Attachment A, Sections 2, *Scope of Services*. The CONSULTANT shall provide all deliverables at least five (5) days in advance of all public meetings. All deliverables become the property of the CLIENT, including all hard copies and electronic (PDF format) file copies.

E. Changes

The CLIENT may, from time to time, request changes in Attachment A, *Scope of Services*, of the services to be performed by the CONSULTANT hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon, shall be incorporated in written amendments to this AGREEMENT.

F. CONSULTANT's Compensation

The CONSULTANT shall be compensated for services rendered under the terms of this AGREEMENT on the basis of the CONSULTANT's hourly rates as stated under Article G (Hourly Rates) and Attachment A, Section 3 for the staff time devoted to the PROJECT, and for directly related project expenses. The maximum cost for CONSULTANT services under this AGREEMENT is **\$101,175**,

including directly related job expenses. Directly related job expenses include but are not limited to: travel (typically including airfare, mileage, car rental, staff per diem for meals and incidentals, and lodging), printing, graphic reproduction, mailing, the purchase of additional maps, plans and reports and other out-of-pocket expenses that are related to carrying out services under this AGREEMENT. Any reimbursable expenses that are not enumerated above must be identified by the CONSULTANT and approved by the CLIENT in writing.

The CONSULTANT will not exceed the “not to exceed amount” without specific written authorization from the CLIENT or an amendment to this AGREEMENT. The CONSULTANT represents and warrants that absent Extra Work, as referenced in Article M, all work to be performed under this AGREEMENT can and will be performed without exceeding the maximum compensation amount and directly related job expense amount, both set forth above.

G. Hourly Rates

Hourly rates in effect for purposes of this AGREEMENT are provided in Attachment A, Section 3.

H. Method of Payment

The CONSULTANT will submit invoices for services performed and directly related job expenses incurred on the PROJECT during the billing period. The CONSULTANT will submit monthly invoices for services performed and directly related job expenses incurred on the PROJECT during the billing period. Invoices are due and payable no later than thirty (30) days from the date of CLIENT's receipt of the invoice.

I. Time of Performance

The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this AGREEMENT, and shall, absent causes beyond the reasonable control of the CONSULTANT, be completed within 18 months of delivery of said executed AGREEMENT (Attachment A, Section 4). The completion of services by the CONSULTANT shall be, among other things, contingent upon the timely receipt of the services, data, and other reports described in Attachment A, *Scope of Services* and upon the timely conduct by the CLIENT of meetings and decisions required for its purposes in the

execution of Attachment A. For the purpose of this AGREEMENT, timely shall mean that decisions and choices be made within ten (10) working days for CLIENT staff review of CONSULTANT submittals, services, data, and reports as are delivered to the CLIENT's representative; and fifteen (15) calendar days for such decisions and choices to be made by the City Council, or other elected or appointed bodies of the CLIENT. If the CLIENT requests that CONSULTANT perform Extra Work as defined in Article M such as is not now included in Attachment A, the CONSULTANT, if agreed to by the CLIENT, may suspend work on the PROJECT or a portion of the PROJECT, and may extend the period of time allotted to perform the services identified in Attachment A under this AGREEMENT, to a mutually agreed upon period of time necessary to compensate for Extra Work. Where the CLIENT and CONSULTANT mutually agree to extend the period of time to perform services under this AGREEMENT, the hourly rates may not be increased beyond those set forth in Section G. of this AGREEMENT, provided that the cause or reasons of such extension(s) are not the fault of the CLIENT.

J. Excusable Delays

The CONSULTANT shall not be in breach of this AGREEMENT by reason of any failure in performance of this AGREEMENT in accordance with its terms if such failure arises out of causes beyond the reasonable control and without the fault or negligence of the CONSULTANT. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either its sovereign or contractual capacity, fires, floods, strikes, and unusually severe weather, but in every case, so long as the failure to perform is beyond the reasonable control and without the fault or negligence of the CONSULTANT, the CONSULTANT shall not be deemed to be in breach of this AGREEMENT.

K. Termination

The CLIENT shall have the right to terminate this AGREEMENT by written prior notice to the CONSULTANT at least five (5) working days before the specified effective date of such termination. In such event, documents and work papers prepared by the CONSULTANT under this AGREEMENT shall become the property of the CLIENT. On receipt of said documents and work papers by the CLIENT, the CONSULTANT shall receive compensation and reimbursement for the work actually

performed before the date of termination, in accordance with Article F, CONSULTANT's Compensation, of this AGREEMENT, less payment for services and expenses previously paid.

L. Non-discrimination

The CONSULTANT shall engage in lawful employment practices. The CONSULTANT shall not fail, refuse to hire, discharge, or otherwise discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, national origin, or handicap unrelated to the individual's ability to perform the duties of the position.

M. Extra Work

If requested and agreed to in writing by the CLIENT and CONSULTANT, the CONSULTANT will be available to furnish, or obtain from others, Extra Work of the following types:

1. Extra work or extended services due to changes in the general scope or timing of the PROJECT, including, but not limited to; changes in size, complexity or character of the work items; acceleration of the work schedule involving services beyond normal working hours; non-delivery of any materials, data, or other information to be furnished by the CLIENT not within the reasonable control of the CONSULTANT.
2. Additional or extended services, including PROJECT administration due to the prolongation of the period of delivery of services specified in this AGREEMENT time through no fault of the CONSULTANT.
3. Attendance at additional meetings beyond those made part of the AGREEMENT.
4. Other additional services requested and agreed to by the CLIENT and CONSULTANT, which are not otherwise provided for under this AGREEMENT.

The compensation and schedule for completing Extra Work authorized by the CLIENT shall be subject to negotiation between the CLIENT and the CONSULTANT in accordance with the provision of Article

E (Changes) of this AGREEMENT. However, the hourly rate in effect at the time of any change authorizing Extra Work will continue to be in effect for such Extra Work.

N. Entire Agreement

This agreement, including the attachments to this agreement, contains the entire agreement of the parties. It may not be changed orally but only by an amendment in writing executed by the parties to this AGREEMENT.

O. Governing Law

This AGREEMENT will be governed by and construed in accordance with the laws of the State of Missouri and within the jurisdiction of the Circuit Court of Cape Girardeau County.

P. Client Representative to CONSULTANT

The CLIENT designates Janet Sanders to act as its representative with respect to the work to be performed under this AGREEMENT, and such person shall have authority to transmit instructions, receive information, interpret and define CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this AGREEMENT until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT designates John Houseal as the CONSULTANT's representatives to the CLIENT.

Q. Employment Opportunity

The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during their employment, without regard for their race, religion, color, sex, or national origin or any other protected class. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training including apprenticeship.

R. General Compliance with Laws

CONSULTANT agrees to comply with all federal, state, and local laws and ordinances applicable to the work in effect at the time of the work. If CONSULTANT is found to have been in violation of any applicable federal, state, or local laws and ordinances, such violation may be the basis for the suspension or termination under this Agreement.

S. No Subcontracting Without Approval of the City

No portion of the work covered by this AGREEMENT except as provided herein shall be sublet or transferred without written consent of the CLIENT. The subletting of the work shall in no way relieve the CONSULTANT of its primary responsibility of the quality and performance of the work. The CONSULTANT will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under CONSULTANT'S control.

T. Hold Harmless

CONSULTANT agrees to indemnify, defend and hold harmless the CLIENT, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss or expenses involving an injury to a person or persons, whether bodily injury or other personal injury (including death, or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims damages, losses, or expenses were caused by the negligence or other wrongdoing of CONSULTANT or of any supplier or subcontractor, or its agents or employees, directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of CLIENT or any of its agents or employees.

U. COI Requirement

CONSULTANT shall purchase and maintain the following insurance, at CONSULTANT'S expenses:

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

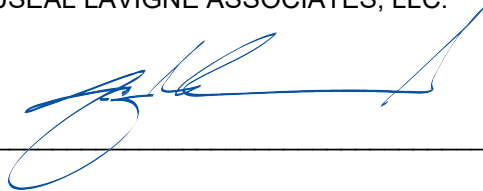
V. No Waiver of Sovereign Immunity

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

IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this AGREEMENT on the date and year first above written.

CONSULTANT:

HOUSEAL LAVIGNE ASSOCIATES, LLC.

X  _____

John A. Houseal, FAICP
Principal

Date: 7/11/2022

CLIENT:

City of Jackson, MO

X _____

Name/Title: _____

Date: _____

ATTACHMENT A

SCOPE OF SERVICES and HOURLY RATES

This section describes the Scope of Services for preparing the Comprehensive Plan for the City of Jackson, MO.

Section 1: **CLIENT ASSISTANCE TO THE CONSULTANT**

Whereas the scope of services will be undertaken by the CONSULTANT, it is understood and agreed that the CLIENT will provide the following assistance to the CONSULTANT:

1. The CLIENT, with the CONSULTANT's assistance, will schedule and arrange and provide notices for all meetings and workshops including contacting agencies, individuals and citizens to be invited to meetings.
2. The CLIENT, with the CONSULTANT'S assistance, will collect and compile previously prepared and available reports, projects, studies, maps and other data owned or in control of the CLIENT and that might be useful for the project.
3. The CLIENT will provide to the CONSULTANT an up-to-date base map (electronic and hard copy), including GIS files and information.

Section 2:

SCOPE OF SERVICES

Task 1: Project Kick-off

To “kick off” the planning process on the right foot, meetings will be conducted with key City Staff before undertaking other community outreach activities. Our responsive approach allows us to be flexible to maximize resources spent on creative planning and delivery of services.

The Project Team will work with City staff to ensure that meetings in tasks 1c, 1d, 1e, 2d, 2f, and 3a are conducted during the first trip to Jackson. Otherwise, arrangements will be made to conduct the remaining meetings virtually.

1a: City Staff Coordination Call/Virtual Meeting

The Project Team will host a web meeting/conference call with City staff to confirm dates and times for the official kick-off trip. On this call, we will also discuss data needs and clarify any outstanding matters.

1b: Data Collection (GIS Data)

The Project Team will coordinate with the City to collect a variety of datasets related to land use and development. The data collection task focuses on several types of data needs including, but not limited to GIS data regarding parcels, existing land use, zoning districts and overlays, community facilities (including parks and open space), traffic volumes, sidewalk inventory (if available), traffic signals, bike routes, and trails.

1c: City Staff Kick-off Meeting and Orientation “Tour” of the City

A kick-off meeting will be held with the City staff assigned to the project, including the Building and Planning Manager. This first face-to-face meeting will allow us to 1) review the project scope of work; 2) discuss project goals, timeline, and key deliverables; 3) share information about potential issues and areas of concern; 4) review administrative procedures; and 5) clarify any outstanding matters. This meeting will conclude with a staff-led tour of the community to better understand the existing conditions and context of the various areas of Jackson. We intend to function as a unified and integrated team alongside the City staff. During this meeting, we will also confirm upcoming meetings and events including the stakeholder interviews, business focus group, and community visioning workshop.

1d: Department Heads Meeting

Immediately following the City staff Kick-off Meeting, the Project Team will host a meeting with the City Administrator and key members of other City departments. Comprehensive Plan recommendations will have bearing on a wide variety of City policies and support from all City departments will be essential to the implementation of the plan.

1e: Elected and Appointed Officials Roundtable Discussion, including the Planning and Zoning Commission, Mayor, and Board of Aldermen (Mtg #1)

The Project Team will facilitate a roundtable discussion with Jackson elected and appointed officials to introduce the project team and solicit their concerns and aspirations for the community. As the community’s policymakers, it is important that the Mayor and Board of Aldermen, Planning and Zoning Commission, and representatives from the City’s other appointed boards such as the Parks Board have a chance to communicate and discuss their issues and concerns with the Project Team, as well as each other, at the beginning of the process. Recognizing that these bodies meet on separate nights, the Project Team proposes to hold a special work session to meet with these groups on the same night.

1f: Field Reconnaissance and Existing Conditions Review

During the Project Team's first trip to Jackson, community reconnaissance will be performed to solidify our understanding of the existing land use and development pattern of the City and the issues and opportunities that should be addressed in the updated Comprehensive Plan. The Project Team will also research and review pertinent demographic and market data as well as the City's past plans, studies, and reports to better inform our understanding of existing conditions. Key takeaways from this task will be included in the Comprehensive Plan.

Task 2: Community Engagement

We recognize the importance of using the planning process to establish community consensus and foster a sense of stewardship for the Plan. Anticipating a high level of participation from an active and engaged community, our proposed outreach process for the Comprehensive Plan includes both traditional (face-to-face) and self-guided, web-based activities to obtain the broadest levels of participation possible. Our approach requires that residents, business owners, City officials, and stakeholders get involved in every task of the planning process and be active participants that help to define issues, establish a vision, formulate ideas, and shape solutions. Community engagement outreach summaries will be compiled, and key takeaways incorporated into the Comprehensive Plan.

2a: Project Website – Linked to the City's Website

At the onset of the project, we will design and host a project website that is linked to the City's existing website. We are committed to using the internet to maximize the participation and communication between the City and its residents. An interactive project website provides a home base for information regarding the Comprehensive Plan and will be used to promote and popularize the planning process. The website will present the project schedule and meeting dates; display graphics, interactive maps, and draft documents; address frequently asked questions; host map.social; and provide an online community questionnaire.

2b: Online Community Questionnaire

We will prepare an online questionnaire for the residents and business owners of Jackson to offer a community-wide opinion on a range of topics and issues. The business component of the questionnaire will include an opportunity to provide specific input on those issues and concerns most important to the City's business community. The online community questionnaire will be easily accessible on the project website. At the close of the questionnaire response period, we will review and summarize the results as a gauge of community issues, key themes, and values.

2c: map.social (Online Map-Based Engagement Platform)

We will feature map.social, a web-based community issues mapping tool, on the project website. Developed by Houseal Lavigne, this tool allows users to identify, map, and comment on geographic areas of concern and valued community amenities. map.social simplifies the mapping process and familiarizes users with all areas of the community in a manner that is exciting, interactive, and effective. Input from users allows us to create a composite map of community issues to assist with the establishment of community goals and policies.

2d: Key Stakeholder Interviews (up to 8)

Key stakeholder interviews allow us to gain insight into the community that we might otherwise not be able to obtain. Up to eight confidential interviews will be conducted to obtain additional information regarding local issues and opportunities. The Project Team will work with the City staff to identify those to be interviewed. We recommend a sampling of interviewees who may possess unique perspectives or special insights into the community. Interviewees could include selected property owners, new or lifelong residents, local business owners, school district officials, adjacent communities, and representatives from

other government agencies, institutions, and/or civic groups. The interviews will be conducted in-person during the first trip or via telephone/teleconference as needed or preferred.

2e: Do-It-Yourself (DIY) Workshop Kits

To effectively engage residents at the local/neighborhood level, the Project Team will prepare Do-It-Yourself (DIY) workshop kits. DIY workshop kits will allow City staff, community groups, and residents to facilitate their own workshops where they typically meet and socialize and gather input from specific segments of the population that may not otherwise participate in more formal planning activities. City staff will play a role in helping distribute DIY workshop materials to target groups. Summaries of feedback received will be provided for up to 10 DIY workshop kits. Summaries needed for additional DIY workshops can be provided at an additional cost separate from the overall planning process.

2f: Business Community Issues and Opportunities Workshop

This workshop will be targeted specifically at business owners and managers, developers, and Jackson's corporate citizens as an important stakeholder group. The purpose of the workshop is to establish a dialogue and obtain feedback from those members of the business community that have a unique insight and perspective and whose assistance and involvement are crucial to the Plan's ultimate success. The workshop will be scheduled to occur during the first trip and can be conducted in the early morning to minimize impacts to business owners or scheduled as part of a regularly scheduled event where numerous property owners and business owners are typically in attendance (such as a chamber of commerce meeting). A virtual format is also an option if in-person engagement is not possible.

Task 3: Vision, Goals, and Land Use Framework

The Comprehensive Plan needs to establish an overall "vision statement" for the future of Jackson that can provide focus and direction with goals based on analysis and values identified during community outreach. The vision and goals, combined with a Land Use Framework, will serve as the "cornerstone" of the consensus-building process, and provide focus and direction for subsequent planning activities.

3a: Community Visioning Workshop

The purpose of the Community Visioning Workshop is to allow residents and stakeholders to tell us what they think before plans and recommendations are crafted. The Community Visioning Workshop will take place during the first trip to Jackson and involve the Project Team, elected and appointed officials, City staff, and members of the community.

The workshop will begin with a large group exercise where participants will work together to identify planning priorities, issues, and opportunities. Participants will then "break out" into small groups for a mapping exercise where they will put pen to paper and work to develop their "vision" for the future of the community. The workshop will conclude with a general agreement regarding the community's issues and opportunities, key planning themes, and values, the long-term role and character of Jackson, and the projects and improvements that will be desirable in the future.

3b: Vision Statement and Goals

The Project Team will synthesize all feedback received during the previous tasks of the planning process and prepare a vision statement and goals for the City of Jackson. The vision statement will be prepared based on feedback from the community visioning workshop, community engagement activities, and observations garnered from the field reconnaissance and existing conditions review. Plan goals will also be developed to provide a more specific focus and direction for planning recommendations.

3c: Preliminary Land Use Framework

Based on the outcome of the previous tasks, the Preliminary Land Use Framework will be developed and include recommendations and policies for all land use areas in the City, including residential neighborhoods, commercial areas, industrial areas, open spaces, and public and quasi-public uses.

The Preliminary Land Use Framework will form the core of the Comprehensive Plan and will identify and address a range of land use topics such as desired development patterns, new neighborhood types, nodes of commercial activity, and transitions between land use types. Depending on the availability of City GIS data, the framework will include a growth strategy that examines available infrastructure and provides a map of nearby County development to inform future City growth patterns.

This first core element will provide the overarching guidance to all other land use-related components of the Comprehensive Plan including draft framework plans developed in Task 4a.

3d: City Staff Review Call/Virtual Meeting

The City staff and the Project Team will meet virtually to review and refine the Vision, Guiding Principles, and Preliminary Land Use Framework ahead of its distribution to the elected and appointed officials and the public.

3e: Elected and Appointed Officials Roundtable Discussion (Mtg #2)

After finalizing the Vision, Guiding Principles, and Land Use Framework with feedback received from the City staff, the Project Team will present the materials at a joint meeting of the City's elected and appointed officials to gather feedback and input. This feedback will serve as the foundation for future tasks in the planning process and ensure that elected and appointed officials have provided high-level policy direction before plan development.

Task 4: Draft Framework Plans

This Task will entail the preparation of preliminary frameworks and recommendations for key topic areas. Collectively, the following framework plans will identify trends that should be considered in planning for the future and address issues identified by the community, City staff, and stakeholders. The framework plans will accommodate appropriate and desirable development and support the community Vision, Goals, and Land Use Framework developed in the previous Task. All frameworks will be highly illustrative and graphically compelling, and ongoing and relevant planning efforts, past plans, regional influences, FEMA maps, and strategic plans from local, state, and federal agencies will be considered as the Preliminary Framework Plans are developed.

4a: Preliminary Framework Plans

The following framework plans will be prepared as part of Task 4a: Preliminary Framework Plans:

- **Housing and Neighborhoods Framework** – This framework will consider location, type, age, and condition of housing; owner and renter occupancy; and affordability of housing, identifying the recommended location for different housing types to meet the current and future needs of the community.
- **Commercial and Industrial Areas Framework** – This framework will provide additional detail and guidance regarding desired retail, office, and industrial development. It will also outline policies designed to strengthen employment and provide and grow a diverse and thriving tax base for the City, focusing on existing and planned commercial and industrial use areas.
- **Transportation and Circulation Framework** – This framework will incorporate information from the Southeast Missouri Metropolitan Organization's (SEMPO) transportation and bicycle/pedestrian planning documents, the MODOT Statewide Transportation Improvement Program (STIP) for local and regional projects affecting the City of Jackson, and the City's Major Street Plan.
- **Community Facilities and Infrastructure Framework** – This framework will identify and inventory all community facilities in the City and include recommendations and policies for municipal facilities and services, parks and recreation, and intergovernmental coordination and cooperation. The framework will incorporate information from the City's Parks Master Plan.

4b: City Staff Review Calls/Virtual Meetings (up to 3)

The City staff and the Project Team will meet virtually up to three times to review and refine the Preliminary Framework Plans.

Task 5: Draft and Final Comprehensive Plan

Based on the previous tasks in the planning process, the Draft and Final Comprehensive Plan documents will be prepared and presented for review.

5a: Draft Comprehensive Plan Document

Based on feedback received in tasks 4 and 5, the Project Team will prepare the draft Comprehensive Plan document. The Plan will be user-friendly, highly illustrative, and visually compelling. Concise, well-written text will be combined with attractive and easy-to-understand maps, graphics, illustrations, and photographs to effectively communicate the Plan's policies and recommendations.

Implementation Strategy – In this task, the Project Team will prepare an implementation section that will describe the actions required to carry out the policies contained in the Comprehensive Plan, including identifying potential short-, medium-, and long-range strategies and recommendations related to zoning and other land use regulations, priority improvement projects, potential capital improvement projects, funding sources and implementation methods, timing and prioritization, and general administration and management of the Comprehensive Plan. The Project Team will work with the City staff to ensure that these implementation recommendations are both practical and actionable.

5b: City Staff Review

The Project Team will submit the draft Comprehensive Plan and document to the City staff in electronic format for final review. It is anticipated that the Plan will be subjected to a two- or three-stage review process.

6c: Community Open House

Members of the Project Team, along with City staff, will be present for a community open house to allow residents and community stakeholders the opportunity to examine, discuss, and comment on the contents of the draft Comprehensive Plan document. The Project Team will be available throughout the community open house to present material, answer questions, and get feedback before initiating the approval process. If an open house is not feasible due to social distancing requirements, we will work with City staff to shift to a virtual solution.

6d: Planning and Zoning Commission and Board of Aldermen Adoption Presentations

The Project Team will present the draft Comprehensive Plan document at one Planning and Zoning Commission (public hearing) and one Board of Aldermen meeting.

6e: Final Comprehensive Plan Document

Following the community open house and presentations, the Project Team will work with City Staff to revise the draft Comprehensive Plan. It is anticipated that up to two additional review cycles may be necessary to incorporate any final changes.

Section 3:
BUDGET & HOURLY RATES

Budget

Houseal Lavigne proposes a not to exceed amount of **\$101,175**, including directly related job expenses.

Houseal Lavigne Hourly Rates

Principal	\$230-250
Senior Project Manager	\$180
Project Manager	\$145
Planner II	\$130
Planner I	\$110
Clerical/Technical	\$85

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *BEUSSINK FAMILY TRUST OF JACKSON, MISSOURI*, RELATIVE TO THE *CONSTRUCTION OF A RETAINING WALL IN THE PUBLIC RIGHT OF WAY AT 300 EAST JEFFERSON STREET*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

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

FIRST READING: July 18, 2022.

SECOND READING: July 18, 2022.

PASSED AND APPROVED this 18th day of July, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of July, 2022, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “**City**,” and ***Beussink Family Trust***, hereinafter referred to as “**Beussink**,” **WITNESSETH:**

WHEREAS, Beussink owns property located at 300 East Jefferson Street within the City;
and

WHEREAS, Beussink has a failing railroad tie retaining wall extending perpendicularly into the public right of way as shown in Exhibit A; and

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

WHEREAS, the City has no immediate plans for additional use of said public right-of-way; and

WHEREAS, the City reserves the right to use said public right-of-way for utility, roadway, sidewalk, and other purposes deemed appropriate by the City.

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

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

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

1. The City grants Beussink a limited right to use the East Jefferson Street public right-of-way adjacent to its property for a retaining wall perpendicular to the public right-of-way that extends to the street curb.

2. The City reserves the right to require termination of this permissive use upon action by the Board of Aldermen of the City of Jackson, at such time as the City or other public utility needs access to this public right-of-way.

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

4. Beussink agrees to obtain the required building permit and inspections for demolition and reconstruction of the wall and to pay all associated fees related to said permits and inspections.

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

6. The value of the public right-of-way has not been determined by a professional appraisal and has not been surveyed by either Beussink or the City.

7. The City shall not be held responsible for any loss, damage or injury incurred by any party associated with the private retaining wall in the public right-of-way.

8. Nothing set forth herein shall be construed as an abandonment by the City of the East Jefferson Street public right-of-way.

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

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

11. 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.

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

13. 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.

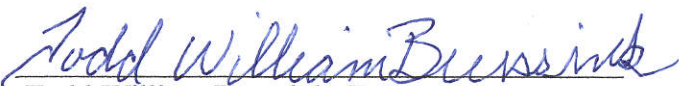
CITY:
CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor


ATTEST:

Liza Walker, City Clerk

BEUSSINK FAMILY TRUST:



Todd William Beussink, Trustee

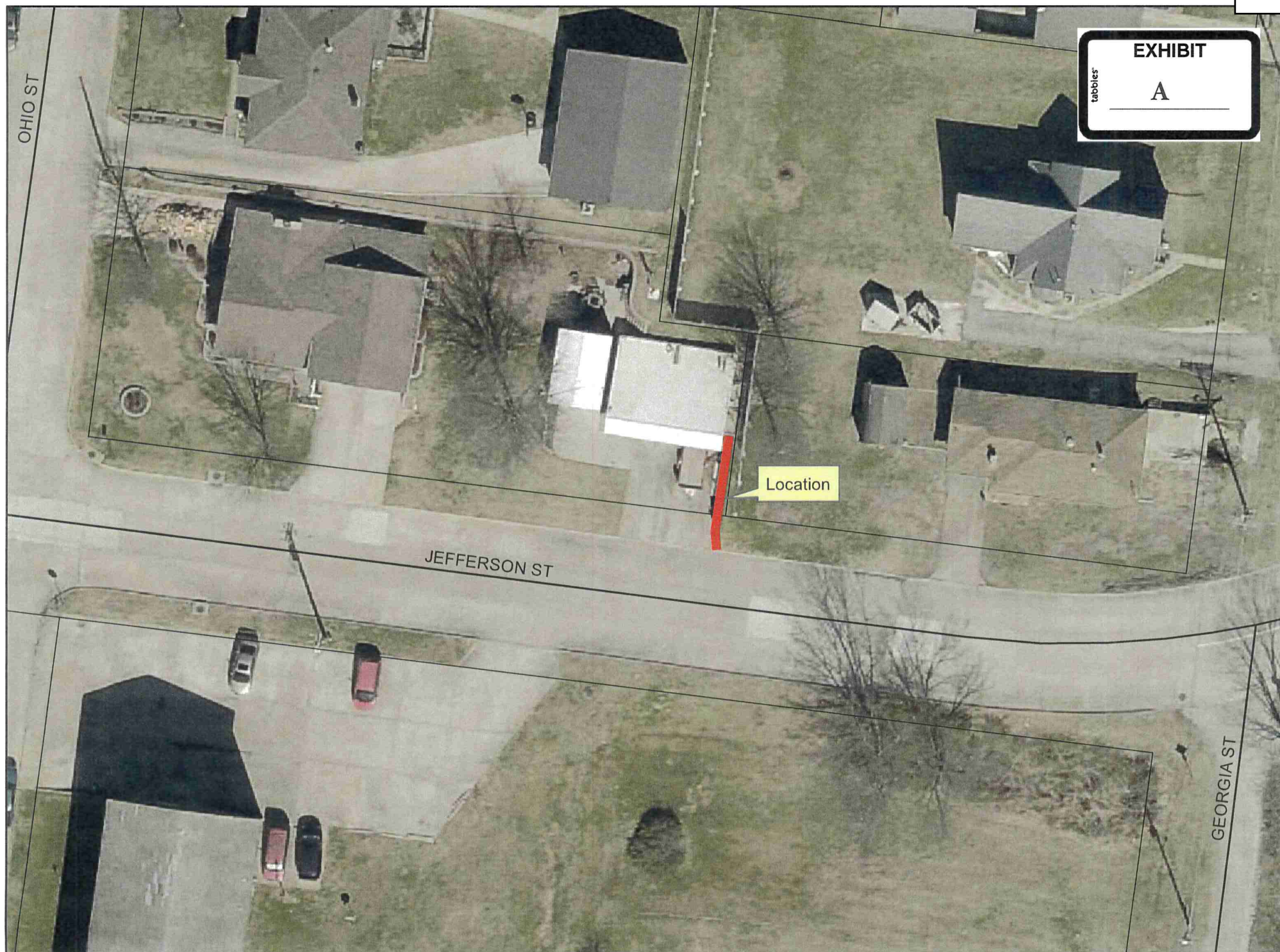


Mary Ann Beussink, Trustee

EXHIBIT

A

tabbles



JEFFERSON ST

Location

GEORGIA ST



300 East Jefferson Street
Retaining Wall Location

7/12/2022 /

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE APPROVING THE PROPOSED REZONING FOR A SPECIAL USE PERMIT FOR CERTAIN PROPERTY IN THE CITY OF JACKSON, MISSOURI, DESCRIBED IN EXHIBIT A; SETTING FORTH THE AREA FOR SPECIAL USE AND THE CONDITIONS OF SPECIAL USE; ALL IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, the City Board and the Planning and Zoning Commission have considered a special use permit for property described as 957 West Independence Street, as set out in Exhibit A which is attached hereto and incorporated herein by reference; and,

WHEREAS, a public hearing was held on said special use permit in accordance with Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, a special use permit for a community unit plan for a high-density mixed residential development in a C-2 General Commercial District at 957 West Independence Street may be granted by virtue of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, after duly considering the recommendations of the City Planning and Zoning Commission and other input received at the required public hearing, the Board of Aldermen of the City of Jackson, Missouri, has decided it is in the best interests of the citizens of the City of Jackson, Missouri, to grant a special use for said property.

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

Section 1. That an application for a special use permit, which said application is marked Exhibit A and attached hereto, is hereby approved, and a special use permit is hereby issued to Brennon Todt, Applicant.

Section 2. That the property set forth in Exhibit A is hereby granted a special use permit for a high-density mixed residential development in a C-2 General Commercial District at 957 West Independence Street.

The aforesaid special use permit is subject to the following specific conditions:

1. The community unit plan shall conform with Section 65-25 Community unit plan regulations.
2. The community unit plan shall remain under one ownership and no individual dwelling, collection of dwellings, dwelling lot(s) or space, or other portion of the parent property shall be sold or otherwise transferred without including the entire property included in this special use permit.
3. The optional layouts provided as part of this application are conceptual and not regulatory. Other layouts and combinations of mobile homes, single-family, attached-single-family, and multi-family dwellings which conform with Section 65-25 and the special conditions of this permit are allowed.
4. Mobile homes in this community unit plan shall be allowed to be owner-occupied or shall be rental mobile homes owned only by the holder of the special use permit.
5. All buildings within this community unit plan shall be limited to two stories with a maximum total height of 35'.
6. All construction related to single-family homes, multi-family dwellings, mobile homes, accessory structures, and alteration to any of these shall be constructed in conformance with the city building code effective at the time of their construction.
7. All new mobile homes shall be compliant with the requirement for new installations as regulated by the Missouri Public Service Commission.

- 3 -

8. All newly installed older mobile homes shall have their original HUD sticker and shall be installed in accordance with all codes of the City of Jackson for mobile home installation, except as varied by this special use permit.
9. The property owner shall have permanent markers for all property corners and for the Barks Street right-of-way found or re-established by a surveyor.
10. All utility upgrades required to service this development shall be the responsibility of the property owner and shall conform with all city requirements and approvals for multi-family utility installations.
11. The following building setbacks shall be maintained:
 - a. Building street/access road setbacks:
 - i. All building setbacks herein shall exclude the tongue of a mobile home.
 - ii. All building setbacks herein shall include porches, decks and other extensions, enclosed or unenclosed.
 - iii. Multi-family buildings with front parking:
 1. Barks Street public street right-of-way: 20' from property line
 2. Private access streets: 20' from edge of private street
 - iv. Single-family dwellings with offset parking:
 1. Barks Street public street right-of-way: 16' from property line
 2. Private access streets: 16' from edge of private street
 - b. Minimum setback between buildings: 16'.
 - c. Minimum setback to exterior property lines: 20'.

d. Exceptions:

- i. Existing mobile homes which do not meet these setbacks shall be allowed to remain. When replaced with another mobile home or other type of dwelling, the above setbacks shall apply.
- ii. No other setback exceptions established by the zoning code apply.

12. No portable or permanent structures shall be installed or maintained within the public Barks Street right-of-way.

13. All units other than the management office shall be used only for single family or multi-family residential dwellings and the following home occupations which comply with the definition of home occupations:

- a. Dressmaking or tailoring.
- b. Home crafts, provided that no machinery or equipment is used other than that customarily used for household purposes.
- c. Teaching, not including music instruction, limited to not more than two (2) pupils at a time.
- d. Telephone, computer, or internet occupations which comply with the zoning code definition of a home occupation.
- e. Supporting office operations for a business conducted at other locations when the office operations comply with the zoning code definition of a home occupation.
- f. Other home occupations which comply with the general requirements for a home occupation but are not within the listed allowable home occupations of the City of Jackson zoning code, with a special use permit only.

- 5 -

14. No construction fill grading structure installation or other work shall encroach into the floodplain or floodway shown on the currently effective FEMA map without issuance of a floodplain development permit.
15. Number of off-street parking spaces for each building shall conform with the zoning code requirement for minimum parking spaces effective at the time of the building's construction.
16. Off-street parking layout shall conform with the parking requirements of Chapter 65, with the following exception(s):
 - a. Parking for any multiple-family dwelling units located along Barks Street public street right-of-way shall not be required to be set back 10' from the street right-of-way.
17. Installed shipping containers used for long-term storage shall require a separate special use permit in accordance with the city's zoning code.
18. Exterior lighting shall be subject to the following limitations:
 - a. Maximum illuminance at street line – five footcandles
 - b. Maximum illuminance at property line adjacent to residential district – one-half footcandle
 - c. Maximum illuminance at any other property line – one footcandle
19. All codes of the City of Jackson, Missouri shall apply, except as varied by this special use permit.

Section 3. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to indicate on the "Official Zoning District Map" of the City of Jackson, Missouri, the above special use permit and the date of issuance thereof and to certify same and to keep said map on file in the

- 6 -

office of the City Clerk and a copy displayed in City Hall, City of Jackson, Missouri; and that said City Clerk is further directed to indicate on said "Official Zoning District Map" the existence of special conditions on the use of the aforesaid property.

Section 4. Violation of the special conditions listed above shall result in revocation of the special use permit and/or prosecution and/or fine under the zoning ordinances.

Section 5. This special use permit is issued to the applicant and shall not be assigned or otherwise transferred by said applicant. This special use permit runs with the applicant and not the land.

Section 6. If construction is required for the special use granted hereunder, this special use permit shall expire in the event construction does not commence within six months of the date of issuance of this special use permit and is not completed within two years of the issuance of this permit.

Section 7. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

FIRST READING: July 18, 2022.

SECOND READING: July 18, 2022.

PASSED AND APPROVED this 18th day of July, 2022, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



City of Jackson

EXHIBIT

A

CITY OF JACKSON, MISSOURI PLANNING & ZONING COMMISSION SPECIAL USE PERMIT REQUEST: FINDINGS AND CONCLUSIONS

The Planning & Zoning Commission of Jackson, Missouri hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on June 8, 2022, at a regular meeting in consideration of the following:

Special Use Permit for a community unit plan for a high-density mixed residential development in a C-2 General Commercial District at 957 West Independence Street

Applicant: **Brennon Todt**

Filing Date of Application/Fee: **April 26, 2022**

Submission Date of Application to Commission: **May 11, 2022**

Public Hearing Date: **June 8, 2022**

In examining this consideration, the following factors were considered and found as noted:

Administrative Staff Findings: Yes/No

1. Application provided all necessary information: Yes
2. Generally conforms with City Comprehensive Plan: Yes
3. Generally conforms with Major Street Plan: Yes

Planning & Zoning Commission Findings: Yes/No

1. Creates adverse effects on adjacent property: No
2. Creates adverse effects on traffic movement or safety: No
3. Creates adverse effects on fire safety: No
4. Creates adverse effects on public utilities: No
5. Creates adverse effects on general health and welfare: No

Following consideration of testimony, comments, exhibits and file contents, the Planning & Zoning Commission duly deliberated the facts pertaining to the proposal and issued the following findings of fact and conclusions:

THE ABOVE APPLICATION IS:

☐ **Approved**
☐ **Disapproved**
☒ **Approved with conditions specified below**

By a roll call of 5 ayes, 0 nays, 0 abstentions and 4 absent this 8th day of June, 2022.

SPECIAL CONDITIONS:

1. The community unit plan shall conform with Section 65-25 Community unit plan regulations.
2. The community unit plan shall remain under one ownership and no individual dwelling, collection of dwellings, dwelling lot(s) or space, or other portion of the parent property shall be sold or otherwise transferred without including the entire property included in this special use permit.
3. The optional layouts provided as part of this application are conceptual and not regulatory. Other layouts and combinations of mobile homes, single-family, attached-single-family, and multi-family dwellings which conform with Section 65-25 and the special conditions of this permit are allowed.
4. Mobile homes in this community unit plan shall be allowed to be owner-occupied or shall be rental mobile homes owned only by the holder of the special use permit.
5. All buildings within this community unit plan shall be limited to two stories with a maximum total height of 35'.
6. All construction related to single-family homes, multi-family dwellings, mobile homes, accessory structures, and alteration to any of these shall be constructed in conformance with the city building code effective at the time of their construction.
7. All new mobile homes shall be compliant with the requirements for new installations as regulated by the Missouri Public Service Commission.
8. All newly installed older mobile homes shall have their original HUD sticker and shall be installed in accordance with all codes of the City of Jackson for mobile home installation, except as varied by this special use permit.
9. The property owner shall have permanent markers for all property corners and for the Barks Street right-of-way found or re-established by a surveyor.
10. All utility upgrades required to service this development shall be the responsibility of the property owner and shall conform with all city requirements and approvals for multi-family utility installations.

11. The following building setbacks shall be maintained:

a. Building street / access road setbacks:

i. All building setbacks herein shall exclude the tongue of a mobile home.

ii. All building setbacks herein shall include porches, decks, and other extensions, enclosed or unenclosed.

iii. Multi-family buildings with front parking:

1. Barks Street public street right-of-way: 20' from property line

2. Private access streets: 20' from edge of private street

iv. Single-family dwellings with offset parking:

1. Barks Street public street right-of-way: 16' from property line

2. Private access streets: 16' from edge of private street

b. Minimum setback between buildings: 16'.

c. Minimum setback to exterior property lines: 20'

d. Exceptions:

i. Existing mobile homes which do not meet these setbacks shall be allowed to remain. When replaced with another mobile home or other type of dwelling, the above setbacks shall apply.

ii. No other setback exceptions established by the zoning code do not apply.

12. No portable or permanent structures shall be installed or maintained within the public Barks Street right-of-way.

13. All units other than the management office shall be used only for single family or multi-family residential dwellings and the following home occupations which comply with the definition of home occupations:

a. Dressmaking or tailoring.

b. Home crafts, provided that no machinery or equipment is used other than that customarily used for household purposes.

c. Teaching, not including music instruction, limited to not more than two (2) pupils at a time.

d. Telephone, computer, or Internet occupations which comply with the zoning code definition of a home occupation.

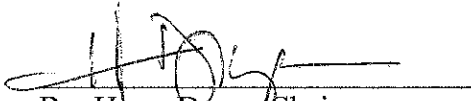
e. Supporting office operations for a business conducted at other locations when the office operations comply with the zoning code definition of a home occupation.

f. Other home occupations which comply with the general requirements for a home occupation but are not within the listed allowable home occupations of the City of Jackson zoning code, with a special use permit only.

14. No construction, fill, grading, structure installation, or other work shall encroach into the floodplain or floodway shown on the currently effective FEMA map without issuance of a floodplain development permit.

15. Number of off-street parking spaces for each building shall conform with the zoning code requirement for minimum parking spaces effective at the time of the building's construction.
16. Off-street parking layout shall conform with the parking requirements of Chapter 65, with the following exception(s):
 - a. Parking for any multiple-family dwelling units located along Barks Street public street right-of-way shall not be required to be set back 10' from the street right-of-way.
17. Installed shipping containers used for long-term storage shall require a separate special use permit in accordance with the city's zoning code.
18. Exterior lighting shall be subject to the following limitations:
 - a. Maximum illumination at street line – 5 footcandles
 - b. Maximum illuminance at property line adjacent to residential district – one-half footcandle.
 - c. Maximum illuminance at any other property line – one footcandle
19. All codes of the City of Jackson shall apply, except as varied by this special use permit.

CITY OF JACKSON, MISSOURI


 By: Harry Dryer, Chairman
 Planning & Zoning Commission

ATTEST:

By: 
 Janet Sanders, Building & Planning Manager



REZONING / SPECIAL USE PERMIT APPLICATION

City of Jackson, Missouri

APPLICATION DATE: 4/26/2022

TYPE OF APPLICATION: ☐ Rezoning ☒ Special Use Permit

PROPERTY ADDRESS (Other description of location if not addressed):

957 W. Independence St. Jackson, MO 63755

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

Property Owner Name(s): Brennon Todt

Mailing Address: 2905 Valley Creek Rd

City, State ZIP: Cape Girardeau MO 63701

PROPOSED PROPERTY OWNERS (if property is to be transferred, name(s) in which property will be deeded):

Proposed Property Owner(s): N/A

Mailing Address: N/A

City, State, ZIP: N/A

CONTACT PERSON HANDLING APPLICATION:

Contact Name: Brennon Todt

Mailing Address: 2905 Valley Creek Rd

City, State ZIP: Cape Girardeau MO 63701

Contact's Phone: 573-382-9636

Email Address (if used): brennon.doran@gmail.com

CURRENT ZONING: (check all that apply)

- ☐ R-1 (Single-Family Residential)
- ☐ R-2 (Single-Family Residential)
- ☐ R-3 (One- And Two-Family Residential)
- ☐ R-4 (General Residential)
- ☐ MH-1 (Mobile Home Park)
- ☐ O-1 (Professional Office)
- ☐ CO-1 (Enhanced Commercial Overlay)

- ☐ C-1 (Local Commercial)
- ☒ C-2 (General Commercial)
- ☐ C-3 (Central Business)
- ☒ C-4 (Planned Commercial)
- ☐ I-1 (Light Industrial)
- ☐ I-2 (Heavy Industrial)
- ☐ I-3 (Planned Industrial Park)

CURRENT USE OF PROPERTY: Mobile Home Park

PROPOSED ZONING: (check all that apply)

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

PROPOSED USE OF PROPERTY: MIXED USE OF SMALL HOMES/ MULTI FAMILY/ MOBILE HOME

LEGAL DESCRIPTION OF TRACT (attach a copy of the deed or other legal description): RECORDERS OFFICE

See Attached

REASON FOR REQUEST: State the reason(s) why you believe the requested use will be beneficial to the neighborhood and the City of Jackson. Attach additional page(s) as needed.

The proposed changes will bring additional options for affordable living to Jackson. Located between the park and schools, this property is well positioned to accommodate more families that desire to move to Jackson. It will further beautify the area and bring income to the city as well. Your consideration is appreciated.

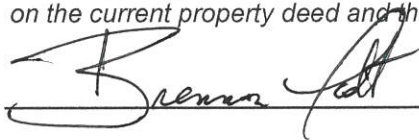
DRAWINGS (FOR SPECIAL USE PERMITS ONLY): If one or more buildings or other structures are to be added to the property for a special use permit, attach a scaled plat of the tract(s) showing the location of all buildings. If any buildings are to be less than the standard minimum setbacks, include these distances on the drawing. Any approved special use permit will be based on this building layout. Changes to the layout will require a new special use permit.

See Attached.

SURROUNDING PROPERTY OWNERS: A map of the property location and a map and list of all owners of property within 185' of the property in question will be incorporated by the City as part of this application. The 185' distance is exclusive of right-of-ways. The City will prepare this map based on the most current tax information published by the Cape Girardeau County Assessor.

OWNER SIGNATURES:

I state upon my oath that all of the information contained in this application is true. *(Signatures of all persons listed on the current property deed and the authorized signer(s) for any owning corporation or trust.)*



Please submit this application along with appropriate non-refundable application fee to:

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

573-243-2300 ext.29 (ph)
573-243-3322 (fax)
jsanders@jacksonmo.org

APPLICATION FEE: \$200.00

eRecorded
DOCUMENT #
2019-10390

ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
10/22/2019 08:30:42 AM
REC FEE: 30.00
PAGES: 3

WARRANTY DEED

This Warranty Deed made and entered into this 21 day of October, 2019, by and between **BALSMAN ENTERPRISES LLC**, a Missouri Limited Liability Company, hereinafter referred to as **GRANTOR**, and **Brennon Todt d/b/a SEMO Cardinal Group**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is:

2905 Valley Creek Road, Cape Girardeau, MO 63701

WITNESSETH: The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

See attached Exhibit A

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto his heirs and assigns **FOREVER**, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claimed title; and that it will warrant and defend the title to said premises unto the said Grantee, and unto his heirs and assigns forever, against the lawful claims and demands of all persons.

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

GRANTOR:

BALSMAN ENTERPRISES LLC, a Missouri Limited Liability Company

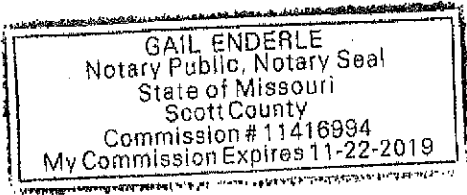
BY: Melanie Balsman
Melanie Balsman, Member

STATE OF MISSOURI)
) ss.
COUNTY OF CAPE GIRARDEAU)

On this 21 day of October, 2019, before me personally appeared **Melanie Balsman** the Member of **BALSMAN ENTERPRISES LLC, a Missouri Limited Liability Company**, to me known to be the person described in and who executed the within Warranty Deed in behalf of said limited liability company and acknowledged to me that he or she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Gail Enderle
Notary Public
My commission expires:



1909062

Exhibit "A"

That part of United States Private Survey No. 327, Township 31 North, Range 12 East, of the Fifth Principal Meridian, County of Cape Girardeau, State of Missouri being more particularly described as follows: Beginning at a corner on the South boundary line of Jackson and Farmington Road in a branch, from which the Southwest corner of the Pier of a bridge bears North 7 degrees West 33 links, run South 4 degrees East 8.50 chains an I.P. in the branch; thence South 86 ½ degrees East 8.78 chains to an I.P. in the Jackson and Farmington Road, from which an I.P. in the line 13 feet West; thence North 8 ½ degrees East 7.37 chains to the original corner (an iron pin); thence North 83 degrees West 10.68 chains with the South boundary line of said road to the beginning, containing 7.72 acres, more or less.

LESS AND EXCEPT Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) of Barks Subdivision in the City of Jackson, County of Cape Girardeau, State of Missouri, as shown by plat filed for record in Plat Book 11 at Page 25 in the land records of Cape Girardeau County, Missouri.

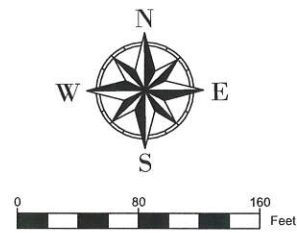
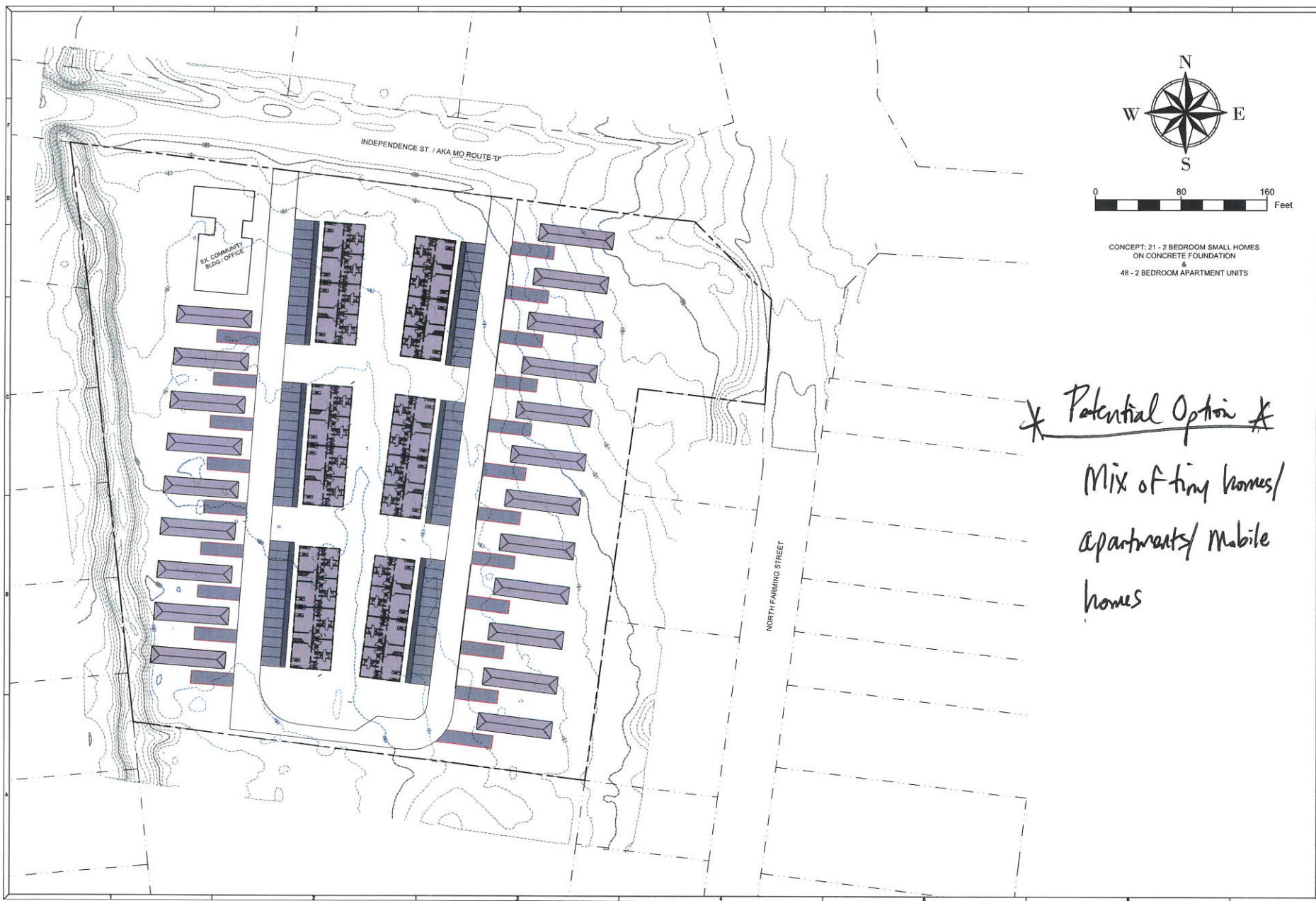
LESS AND EXCEPT that part conveyed to The City of Jackson, Missouri described in General Warranty Deed recorded in Book 225 at Page 202 in the land records of Cape Girardeau, Missouri. (end of exceptions)

ALSO, All of Lot One (1) of Barks Subdivision in the City of Jackson, County of Cape Girardeau, State of Missouri, as shown by plat filed for record in Plat Book 11 at Page 25 in the land records of Cape Girardeau County, Missouri.

AND, A strip of land 10 feet wide in U.S. Survey No. 327 in the City of Jackson, Missouri, being the West 10 feet of Barks Street, and being described as follows:
Commence at the Northwest corner of Lot 2, Block 2 of Green's Subdivision in the City of Jackson, Missouri; thence North 82 degrees 19 minutes West 165 feet for the Point of Beginning of the tract herein described and conveyed; thence North 8 degrees 30 minutes East, parallel to the centerline of the Farmington Road as it existed on September 16, 1963, and 315 feet measured normally from Farmington Street as it existed on September 16, 1963, to the South right of way line of Missouri State Route "D"; thence North 83 degrees West along the South right of way line of State Route "D" a distance of 10 feet to a corner; thence South 8 degrees 30 minutes West, parallel to the centerline of Farmington Road as it existed on September 16, 1963, and 325 feet measured normally from Farmington Road as it existed on September 16, 1963, and continue to the point where said line intersects the North line of the Frederick property (formerly known as the Eugene Clippard property); thence South 82 degrees 19 minutes East 10 feet to the Place of Beginning. It being the intention to describe and convey the West 10 feet of Barks Street and to describe and convey the West 10 feet of the property heretofore conveyed by Wendell Barks and Clodine Barks, his wife, to the City of Jackson, by Warranty Deed dated September 16, 1963, and recorded in Book 225 at Page 202 in the land records of Cape Girardeau County, Missouri.

LESS AND EXCEPT from all of the above any part lying within Missouri State Highway D and Farmington Road.

1909062



CONCEPT: 21 - 2 BEDROOM SMALL HOMES
ON CONCRETE FOUNDATION
&
48 - 2 BEDROOM APARTMENT UNITS

** Potential Option **

*Mix of tiny homes/
apartments/ mobile
homes*

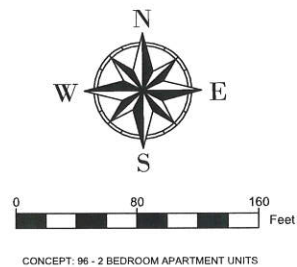
KE KOEHLER
ENGINEERING AND
LAND SURVEYING, INC.
MO LS COA: LS 000262 - MO ENGINEERING CO.: 2020/19654
Civil Engineering and Surveying Services - 134 Cedar Lane - Cape Girardeau, MO 63701
Phone: 573.332.9250 - www.koehlerengineering.com

PRELIMINARY CONCEPT
MULTI-USE
RESIDENTIAL DEV.
ON THE CORNER OF
2905 VALLEY CREEK ROAD, CAPE GIRARDEAU, MO
PH: 573.332.9250 - XXXXXXXXXX.COM

PRELIMINARY
CONCEPT
THIS DRAWING IS INTENT TO BE A PRELIMINARY
REPRESENTATION OF THE PROPOSED DEVELOPMENT
AND IS NOT TO BE USED FOR ANY OTHER PURPOSE
WITHOUT THE WRITTEN CONSENT OF THE ENGINEER

REV	DATE	DESCRIPTION

SITE
CONCEPT 2
KEL'S PLOT NO. 1001
OWNER PLOT NO. 1001
DESIGNED BY: CR
DRAWN BY: CR
CHECKED BY: CR
DATE: 04.25.2023
SHEET NO. C-2.0



CONCEPT: 96 - 2 BEDROOM APARTMENT UNITS

* Potential Option *
of all apartment
buildings.

* Strictly an option, not
set in stone. *

KOEHLER
ENGINEERING AND
LAND SURVEYING, INC.
MO LS COA LS 000502 - NO ENGINEERING COX 200371634
Civil Engineering and Surveying License
2905 VALLEY CREEK ROAD - CAPE GIRARDEAU, MO 63701
Phone: 573.382.9635 www.koeehler-engineering.com

PRELIMINARY CONCEPT
MULTI-USE
RESIDENTIAL DEV.
2905 VALLEY CREEK ROAD - CAPE GIRARDEAU, MO
PH: 573.382.9635 - XXXXXXXXX.COM

SEAL
PRELIMINARY
CONCEPT
THIS DRAWING IS NOT TO BE CONSIDERED
WITHOUT THE PRESENCE OF THE DESIGN
PROFESSIONAL SEAL AND SIGNATURE
OF THE DESIGN PROFESSIONAL

DATE	DESCRIPTION

**SITE
CONCEPT 1**
XELS PLOT NO. _____ OWNER PLOT NO. _____
DESIGNED BY _____
DRAWN BY _____
CHECKED BY _____
DATE 04/25/2022
SHEET NO. _____
C-1.0



957 W. Independence St.
Location Map



957 W. Independence St.
Properties Within 185'