



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

**Monday, August 15, 2022 at 6:30 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**DISCUSSION ITEMS**

- [1.](#) August 10th Planning & Zoning Commission Report
- [2.](#) August 8th Park Board Report
- [3.](#) Request for replacement of a retaining wall in a sewer and utility easement at 661 West Independence Street
- [4.](#) Change Order No. 1 for the Hubble Ford Low-Water Crossing Replacement Project
- [5.](#) Roundabout Project at North High Street and Deerwood Drive - MoDOT LPA engineering services contract
- [6.](#) Pedestrian Safety on the Main Street Corridor - Traffic Engineering Assistance Program (TEAP) Funding
7. Proposed changes for utility vehicles and recreational off-highway vehicles
8. Previously tabled items (unspecified)
9. Additional items (unspecified)

Posted on 08/12/2022 at 04:00 PM.

# ***PLANNING & ZONING COMMISSION***



## **August, 2022 Report**

SUBMITTED BY: Janet Sanders, Building & Planning Manager

DATE: August 11, 2022

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The following action was taken at the August 10, 2022 Planning & Zoning meeting:

- A public hearing was held regarding a request for a towing business in a C-2 General Commercial District at 1405 South Farmington Road
- A request for a towing business in a C-2 General Commercial District at 1405 South Farmington Road was recommended for approval with one more special condition added to the conditions recommended by staff. That condition specifies that the northern 400' of the property remain as a tree and shrubbery buffer.
- A preliminary plat of Savers Farm Subdivision Phase 9 was tabled for up to an additional 60 days with written consent of the applicant.
- A Land Exchange Certification for division of a 61.6-acre tract into 4 tracts was approved. No action is required by the Board of Aldermen on Land Exchange Certifications.
- A Special Use Permit for shipping containers as long-term storage was approved and is forwarded to the Board with a positive recommendation and recommended conditions listed in the staff report.
- A minor subdivision plat of Eggimann's Funny Farm Subdivision was approved and is forwarded to the Board with a positive recommendation.
- A preliminary plat of Jackson North Industrial Park was re-approved and is forwarded to the Board with a positive recommendation.

As always, if you have questions on any of these items, please contact me at 573-243-2300 or [jsanders@jacksonmo.org](mailto:jsanders@jacksonmo.org).

JOURNAL OF THE PLANNING & ZONING COMMISSION  
CITY OF JACKSON, MISSOURI  
WEDNESDAY, AUGUST 10, 2022, 6:00 P.M.  
REGULAR MEETING  
CITY HALL COUNCIL ROOM, 101 COURT STREET, JACKSON, MISSOURI

The Planning and Zoning Commission met in regular session with Chairman Harry Dryer presiding. Also present were Commissioners Heather Harrison, Angelia Thomas, Tina Weber, Tony Koeller, Michelle Doughten Weber, Eric Fraley, and Bill Fadler. Beth Emmendorfer was absent. Building & Planning Manager Janet Sanders was present as staff liaison. Assigned Aldermen Joe Bob Baker and Mike Seabaugh were also present. Citizen present was Patrick Morgan, Brennon Todt, Melanie Balsman, Stuart Higerson, George & Sharon Spanzynksi, Kaitlyn Cormier, and Ron Kucera, Jr.

Chairman Dryer called the meeting to order, and Commissioner Koeller called roll.

#### APPROVAL OF MINUTES )

Minutes of the July 13, 2022, meeting were unanimously approved on a motion by Commissioner Harrison, seconded by Commissioner Koeller.

#### PUBLIC HEARINGS

Public hearing regarding a request for a )  
Special Use Permit for a towing business )  
in a C-2 General Commercial District at )  
1405 South Farmington Road submitted )  
by Land Escapes, LLC )

Chairman Dryer opened the hearing and explained the hearing procedure. Mrs. Sanders read a report detailing the dates of application and notifications for this hearing.

Mr. Patrick Morgan came forward and gave his address as 1000 North High Street. He stated that is the current location of his towing business and he has outgrown the space. He wants to stay within the city limits and continue to offer services to the fire department for extrication training on wrecked vehicles. He currently provides wrecked vehicles any time they need to train a new employee or practice with new equipment. He said in cases of stolen vehicles, the police often perform their search of the vehicle on his lot. Being in the city limits is convenient for those departments.

Chairman Dryer confirmed with Mr. Morgan that he plans to use one half of the duplex as a residence and one half as his office space.

Commissioner Koeller asked if the training is always during business hours from 8 to 5. Mr. Morgan said there have been two times in the last five years where there was after-dark training to allow them to train with lights because accidents do not only happen during the day. They set up accident scenes for the training. Commissioner Koeller asked if nearby residents can be warned when there would be night training.

Mr. Morgan said the training operations are not loud and there will be about 400 feet of tree buffer between the towing yard and the residential properties that will deafen sound.

Commissioner Tina Weber asked how much of the property will be cleared. Mr. Morgan said his lot will be to the south in an area approximately 150' x 200' and he will build an approximately 50' x 100' building south of the lot with a cleared area in front of it.

Commissioner Koeller said 400' is more than the length of a football field. Chairman Dryer confirmed with Mrs. Sanders that the distance for individual notification is 185'. Commissioner Doughten asked how many residents were notified individually. Mrs. Sanders said there were 24 including the current property owner and the City of Jackson, who also owns property within that area.

Chairman Dryer read the list of proposed special conditions, so the audience was aware. He confirmed with Mr. Morgan that he had received these conditions. He then asked if anyone else was present to speak in favor. Finding none, he asked if anyone was present to speak in opposition.

Stuart Higerson of 1625 Jackson Ridge came forward and was sworn in. He expressed concern this will cause a negative impact on property values. He had not been aware that there would be a time limit on how long vehicles can remain on the lot. He asked what forces the 400' buffer.

George Spanzynski of 513 Jackson Ridge came forward and was sworn in. He asked what keeps them from expanding into this 400' buffer and what stops oil and gas from leaking onto the property. There is a creek in the back. Mr. Spanzynski said he has been inside the current location, and it is a mess inside.

Commissioner Koeller said this is a commercial property.

Mr. Ron Kucera, Jr. came forward and was sworn in. He gave his address as 1437-1439 Dogwood Avenue. He expressed concerns with development in the floodplain and floodway and said DNR must agree to any development in the floodplain. He wants to make sure that Mr. Morgan understands those regulations so that he does not buy property he cannot use. Mr. Kucera's business is the second on the left on Dogwood Avenue, located between Midwest Sterilization and Langford Mechanical.

Chairman Dryer invited Mr. Morgan to come forward again to answer the concerns about the buffer, the gas/oil, and the floodplain.

Mr. Morgan said that 90% of the time, any leaking gas or oil ends up on the streets during towing. For leaking vehicles, matting is placed underneath, or they are put on a concrete pad where it can be cleaned up. He was asked if DNR ever visits to his business, and he said there have been no visits. He said the 400' buffer can be a condition of the permit because he will still have room to expand to the south. He is also aware that the building will need to be elevated. Mrs. Sanders had printed for him a copy of the floodplain and floodway map.

Mrs. Sanders reminded the Commission this property will have two businesses, the towing business and the landscaping business. The landscaping business does not require a special use permit. She said Mr. Morgan had also been educated on the floodplain requirements when he was looking at a different property in the floodplain and floodway.

Clarification was then requested about whether the two businesses will be in separate locations. Mr. Morgan said they will not be separated. The office work for both will be in the same office.

The Commission briefly discussed that only five houses are directly affected.



Chairman Dryer then closed the hearing.

## OLD BUSINESS

Request for a Special Use Permit for a )  
towing business in a C-2 General )  
Commercial District at 1405 South )  
Farmington Road submitted by Land )  
Escapes, LLC )

Chairman Dryer asked for a motion on this item. Commissioner Koeller made a motion to approve the request with an additional condition that a 400-foot wooded and shrubbery area remain, to extend from the north property line. The motion was seconded by Commissioner Thomas. Commissioner Fadler pointed out to the audience that the Special Use Permit is issued to this owner and does not transfer if the property is sold. The motion was unanimously approved.

Vote: 8 ayes, 0 nays, 0 abstentions, 1 absent (with additional special condition)

Request for approval of a preliminary plat )  
of Savers Farm Subdivision Phase 9 )  
submitted by Cape Land and Development, )  
LLC )

The Commission unanimously voted to remove this item from the table on a motion by Commissioner Fadler, seconded by Commissioner Tina Weber.

Mrs. Sanders reported the application and Board of Aldermen are still in the process of completing a Memorandum of Understanding regarding the potential for privately maintained streets and other items. The engineer also has not yet submitted the response to the staff review letter for this phase. The applicant has provided written consent to extend the time frame for approval of this plat for an additional sixty days to allow these items to be completed. Mrs. Sanders requests that the item be re-tabled for up to sixty days rather than to a specific meeting date.

Commissioner Koeller made a motion to re-table this item for up to 60 days. The motion was seconded by Commissioner Thomas and was unanimously approved.

Vote (to re-table): 8 ayes, 0 nays, 0 abstentions, 1 absent

## NEW BUSINESS

Request for approval of a Land Exchange )  
Certification for division of a 61.6-acre )  
parent tract on South Old Orchard Road )  
into four tracts, all three acres or larger, )  
submitted by Villas of West Park, LLC )

Mrs. Sanders reported this is the division of the large undeveloped tract north of Buchheits on South Old Orchard Road. The land is being cleared under an existing grading permit and the owner has potential buyers for the two smaller tracts. The size of the tracts complies with the exception that allows division of up to four tracts without having to install utilities and other requirements of the Land Subdivision Regulations.

Commissioner Fraley made a motion to approve the request, seconded by Commissioner Koeller and unanimously approved.

Vote: 8 ayes, 0 nays, 0 abstentions, 1 absent

Request for approval of a Special Use )  
 Permit for shipping containers as long-term )  
 Storage in a C-2 General Commercial )  
 District at 957 West Independence Street )  
 Submitted by Brennon Todt )

Mrs. Sanders reported this is a separate special use permit from the one approved for redevelopment of the property into a high-density mixed residential development because this use is expected to be temporary for the period of redevelopment.

Mr. Brennon Todt came forward and said he has three shipping containers to allow storage of tools and building materials in a dry and safe environment.

Chairman Dryer commended him on the improvements that have been made to this property. He asked if the shipping containers will be located on vacant lots and Mr. Todt said they would.

Commissioner Koeller asked for a time frame. Mr. Todt said he expects redevelopment to take two to five years, but they have to work around current leases. There may be some re-shuffling.

Mrs. Sanders explained the difference between the short-term storage and long-term storage use of shipping containers.

Commissioner Harrison made a motion to approve the request, seconded by Commissioner Doughten and unanimously approved.

Vote: 8 ayes, 0 nays, 0 abstentions, 1 absent

Request for approval of a minor subdivision )  
 plat of Eggimann's Funny Farm )  
 Subdivision submitted by Teddy D. & )  
 Cara E. Eggimann )

Mrs. Sanders reported this plat is to combine multiple lots and pieces of lots into two individually defined lots.

Mr. Teddy Eggimann came forward and said they own Lots 2, 3, 4, and part of Lot 5. He wants to leave Lot 2 separate and combine the other lots. He said he had his house appraised and since they only counted one 50' x 100' lot with his house, it hurt his appraisal. Commissioner Koeller confirmed that the Eggiman's house was considered to be on a single lot and the larger portion of the property is considered to be part of the house next door that they also own. This plat will switch the larger area to his personal home.

Commissioner Koeller made a motion to approve the plat, seconded by Commissioner Weber and unanimously approved.

Vote: 8 ayes, 0 nays, 0 abstentions, 1 absent

Request for re-approval of a preliminary )  
 plat of Jackson North Industrial Park )  
 Subdivision submitted by the City of )  
 Jackson )

Mrs. Sanders said it is again time to re-approve this plat. Preliminary plat approvals are good for one year.

Commissioner Koeller made a motion to approve the plat, seconded by Commissioner Fadler and unanimously approved.

Consider a motion to add items to the )  
 agenda )

Mrs. Sanders informed the Commission that next month's meeting will include an educational session from the city attorney.

Adjournment )

Commissioner Weber made a motion to adjourn, seconded by Commissioner Koeller and unanimously approved.

Respectfully submitted,

Tony Koeller  
 Planning and Zoning Commission Secretary

Attest:

Janet Sanders  
Building & Planning Manager

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

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# CITY OF JACKSON

## PLANNING & ZONING COMMISSION MEETING AGENDA

**Wednesday, August 10, 2022 at 6:00 PM**

**City Hall, 101 Court Street, Jackson, Missouri**

Bill Fadler  
Tony Koeller  
Michelle Doughten  
Tina Weber

**Harry Dryer, Chairman**  
Joe Baker, Alderman Assigned  
Mike Seabaugh, Alderman Assigned  
Janet Sanders, Staff Liaison

Angelia Thomas  
Heather Harrison  
Beth Emmendorfer  
Eric Fraley

### **CALL TO ORDER**

### **ROLL CALL**

### **APPROVAL OF MINUTES**

1. Approval of minutes of July 13, 2022, meeting.

### **PUBLIC HEARINGS**

2. Public hearing regarding a request for a Special Use Permit for a towing business in a C-2 General Commercial District at 1405 South Farmington Road submitted by Land Escapes, LLC.

### **OLD BUSINESS**

3. Request for a Special Use Permit for a towing business in a C-2 General Commercial District at 1405 South Farmington Road submitted by Land Escapes, LLC.
4. Request for approval of a preliminary plat of Savers Farm Subdivision Phase 9 submitted by Cape Land & Development, LLC (tabled 7/13/2022).

### **NEW BUSINESS**

5. Request for approval of a Land Exchange Certification for division of a 61.6-acre parent tract into four tracts, all three acres or larger, submitted by Villas of West Park, LLC.
6. Request for approval of a Special Use Permit for shipping containers as long-term storage in a C-2 General Commercial District at 957 West Independence Street submitted by Brennon Todt.
7. Request for approval of a minor subdivision plat of Eggimann's Funny Farm Estates submitted by Teddy D. & Cara E. Eggimann.
8. Request for re-approval of a preliminary plat of Jackson North Industrial Park submitted by the City of Jackson.

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

### **ADJOURNMENT**

This agenda was posted at City Hall on August 4, 2022, at 11:30 AM.

PLEASE OBSERVE SOCIAL DISTANCING WHEN ATTENDING THIS MEETING.

JOURNAL OF THE PLANNING & ZONING COMMISSION  
CITY OF JACKSON, MISSOURI  
WEDNESDAY, APRIL 13, 2022, 6:00 P.M.  
REGULAR MEETING  
CITY HALL COUNCIL ROOM, 101 COURT STREET, JACKSON, MISSOURI

The Planning and Zoning Commission met in regular session with Harry Dryer serving as Acting Chairman and Commissioners Heather Harrison, Wade Bartels, Tina Weber, Eric Fraley and Bill Fadler present. Absent were Mike Seabaugh, Tony Koeller, and Beth Emmendorfer. Building & Planning Manager Janet Sanders was present as staff liaison. Assigned Aldermen Joe Bob Baker and Tom Kimbel were also present. Citizens present were Brandon Hill, Tim Welker, Nolan Bartels, and one unidentified citizen.

Approval of the March 9, 2022 )  
regular meeting minutes )

Minutes of the previous meeting were unanimously approved on a motion by Commissioner Bartels seconded by Commissioner Weber.

#### PUBLIC HEARING

Public hearing regarding a request for a )  
Special Use Permit for gun sales in a C-3 )  
Central Business District at 125 Court )  
Street submitted by Jones Drug Store, Inc. )  
(property owner) )

Acting Chairman Dryer opened the hearing and explained the procedure for public hearings. Mrs. Sanders read a report detailing the dates of application and notifications.

Acting Chairman Dryer asked the applicant to come forward to speak. Mr. Brandon Hill of 825 North West Lane came forward and was sworn in. He said he and Brian Kiefer are partners in this, and Brian lives in an apartment above Jones Drug Store and this will be in his home. The business will have nothing to do with the drug store. Sales will be by appointment only and be special orders they place or orders shipped by sports stores such as Cabela's. They will handle the background checks and transfers for those shipments. They need the zoning approval to apply for an ATF license because ATF checks the zoning. He said someday this may grow to need a store location. Commissioner Weber asked how long the ATF approval takes. Mr. Hill said it may be a month but he does not know.

Acting Chairman Dryer asked if anyone was present to speak in opposition. Finding none, he closed the hearing.

#### OLD BUSINESS

Request for a Special Use Permit for )  
gun sales in a C-3 Central Business )

District at 125 Court Street submitted by )  
 Jones Drug Store, Inc. (property owner) )

Finding no further discussion, Commissioner Weber made a motion to approve the request. The motion was seconded by Commissioner Bartels and was unanimously approved.

Vote: 6 ayes, 0 nays, 0 abstentions, 3 absent

## NEW BUSINESS

Request for approval of a Land Exchange )  
 Certification for transfer of 0.46 acres of )  
 property from 3702 Bainbridge Road to )  
 3146 County Road 306 (outside city )  
 limits) submitted by Timothy & Michelle )  
 Welker )

Mrs. Sanders explained this to transfer part of the property at 3702 Bainbridge Road to an adjacent property in the county. The transferred property will remain in the city limits.

Mr. Tim Welker came forward and explained he always wanted an acre behind his house and every year would ask the property owner. This year they approached him about a trade. He thinks they want the property for better access to their 100 acres. The parents are deceased and the property may develop as a subdivision. The Smith family owns the property.

Commissioner Fadler asked if there is a requirement for Mr. Welker to bring his new property in the city. Mrs. Sanders said there is no requirement unless he wants it to have city utilities. Mr. Welker said he does not at this time.

A motion was made to approve the request by Commissioner Fadler, seconded by Commissioner Harrison. The motion was unanimously approved.

Vote: 6 ayes, 0 nays, 0 abstentions, 3 absent

Request for approval of a preliminary plat )  
 of East Main Crossroads Commercial )  
 Subdivision submitted by Michael K. & )  
 Linda J. Haynes )

Acting Chairman Dryer pointed out the email submitted by Mr. Haynes.

Mrs. Sanders reported the applicant has requested this item be placed on hold until the next meeting due to losing one of his property buyers and re-thinking the layout of the subdivision. She suggested this item be tabled.

Commissioner Weber made a motion to table the item to the next meeting. The motion was seconded by Commissioner Fadler and was unanimously approved.



Vote: 6 ayes, 0 nays, 0 abstentions, 3 absent (to table)

Request for a Special Use Permit for                    )  
oversized attached signs for two 75 sq. ft.            )  
attached signs at 2502 E. Jackson Blvd.            )  
Submitted by Aldi, Inc.                                    )

Mrs. Sanders reported this is two oversized attached signs for the proposed Aldi Store. They want to use their standard design and any attached sign over 50 square feet requires a Special Use Permit. Their building design includes a tower, and the signs will be on two faces.

Commissioner Fadler said twenty feet of sign should not stop a business from coming.

Commissioner Fadler made a motion to set a public hearing for the next meeting. The motion was seconded by Commissioner Fraley and was unanimously approved.

Vote: 6 ayes, 0 nays, 0 abstentions, 3 absent (to set hearing)

Consider a motion to add items to the                    )  
agenda    )

Mrs. Sanders reported that at the April 18<sup>th</sup> Board of Aldermen meeting, Mike Seabaugh will take office as a Ward 3 Aldermen and the mayor will make appointments for the terms ending. Bill Fadler has agreed to another term. Wade Bartels will be moved to Board of Adjustment. New P&Z members to be appointed by the mayor are Michelle Doughten and Angelia Thomas. At the May P&Z meeting the Commission will need to elect a chair and secretary for the 2022-23 year.

Acting Chairman Dryer asked Mrs. Sanders to report on the Comprehensive Plan. Mrs. Sanders reported the steering committee is composed of Commissioner Dryer, Commissioner Koeller, Alderman Baker, Rodney Bollinger, and herself. They had their first meeting to review submitted qualifications. Three Statements of Qualifications were received. When the last Comprehensive Plan was prepared in 2008-09, thirteen submissions were received. Two were invited to be interviewed next week via Zoom. At the May meeting, the committee will have a recommendation. She said this is a Planning and Zoning document and the Commission has control of it. However, the Board of Aldermen makes the contract and will also be contacted for input so they are not out of the process.

Adjournment    )

Commissioner Bartels made a motion to adjourn, seconded by Commissioner Weber and unanimously approved.

Respectfully submitted,



Tina Weber  
Acting Planning and Zoning Commission Secretary

Attest:



Janet Sanders  
Building & Planning Manager

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## Staff Report

**ACTION ITEM:** Request for a Special Use Permit for a towing business in a C-2 General Commercial District at 1405 South Farmington Road

**APPLICANT:** Land Escapes, LLC

**APPLICANT STATUS:** Proposed property owner

**PURPOSE:** To relocate an existing towing business from 1000 North High Street to 1405 South Farmington Road.

**SIZE:** Approx. 11 acres

**PRESENT USES:** Vacant duplex

**PROPOSED USE:** Towing business / possibly retain duplex

**SURROUNDING LAND USE:** North – R-2 Single Family Residential; South – I-2 Heavy Industrial; East – out of city; West – R-2 Single Family Residential & I-2 Heavy Industrial

**HISTORY:** This property once contained the Kinder mobile home park.

**TRANSPORTATION AND PARKING:** Street frontage is on South Farmington Road with separate driveway accesses for the duplex and the former mobile home park. All required parking for the towing business would need to be created as part of the re-development.

**APPLICABLE REGULATIONS:** Zoning Code (Chapter 65)

**2009 COMPREHENSIVE PLAN:** General Commercial use

**FLOODPLAIN INFORMATION:** Part of this property is located in a floodplain and floodway as designated by FEMA panel 29031C0143E dated 9/29/11.

**PHYSICAL CHARACTERISTICS:** Rocky Branch, a creek on the floodplain map, runs through this property. The northern boundary of the property abuts Jackson Ridge Subdivision, a single-family residential subdivision.

**COMMENTS:** The following special conditions are recommended by staff and can be modified as deemed appropriate by the Planning and Zoning Commission and/or Board of Aldermen.

1. **No wrecked or inoperable vehicle is to remain on the property for a period to exceed 45 days, unless stored inside a completely enclosed building.**
2. **All wrecked vehicles must be visibly screened from all public streets and surrounding city property by a privacy fence or a dense evergreen hedge of sufficient height to form a visible screen.**

**3. No stripping or tearing down of vehicles is permitted on the property.**

The following additional conditions uniquely related to this property are also recommended:

- 4. No portion of the property within the FEMA designated floodway can be used for storage of vehicles, parts, materials, debris, or other items, and no construction of fences, retaining walls, or other accessory uses can be constructed within the floodway without all required permits and a No-Rise Certificate from an engineer or surveyor.**
- 5. The existing duplex on the property may remain a residential use or may be converted to office / residential use, conditional upon compliance with building & fire codes of the City of Jackson.**
- 6. Any residential use of this property cannot fenced into the same enclosure as the towing storage.**

**ACTION REQUIRED:** The Commission shall vote to recommend approval or denial of this request with any special conditions considered appropriate.



# Rezoning/Special Use Permit Application

Date: 07/11/2022

## Applicant / Current Owner

Applicant Name: Land Escapes, LLC  
 Address: 998 N High St  
 City, State, Zip: Jackson, MO 63755  
 Phone: 573-225-4653  
 Email:

Owner Name: David Kinder  
 Address: 6219 Bridlewood Ln  
 City, State, Zip: Brentwood, TN 37027  
 Phone:  
 Email:

## Proposed Owner / General Project Information

Owner Name: Patrick Morgan  
 Address: 998 N High St  
 City, State, Zip: Jackson, Mo 63755  
 Phone: 573-225-4653  
 Email:

Site Address: 1405 South Farmington Rd  
 City, State, Zip: Jackson, MO 63755  
 Current Use: Vacant  
 Current Zoning: C-2 General Commercial  
 Proposed Zoning: C-2 General Commercial

Project Description: Towing business

## Annexation

Rezoning App?: No  
 Special Use App?: No

Current Use:  
 Legal:

## Rezoning / Special Use / Variance Information

Request Reason: Towing Business  
 Current Use: Vacant  
 Proposed Use: Towing Business

Prior Variance: No  
 Prior Request:  
 Permission to Visit: No

## Subdivision Information / Current Zoning

Subdivision Type: Final Plat  
 Current Use:  
 Proposed Use:  
 Subdivision Name:  
 Engineer Company:  
 Contact:  
 Mailing Address:  
 City, State, Zip:  
 Phone:  
 Other Permit: No  
 Legal:

R-1: ☐  
 R-2: ☐  
 R-3: ☐  
 R-4: ☐  
 MH-1: ☐  
 O-1: ☐  
 CO-1: ☐  
 C-1: ☐  
 C-2: ☒  
 C-3: ☐  
 C-4: ☐  
 I-1: ☐  
 I-2: ☐  
 I-3: ☐

**Proposed Zoning**

R-1: ☐  
R-2: ☐  
R-3: ☐  
R-4: ☐  
MH-1: ☐  
O-1: ☐  
CO-1: ☐

C-1: ☐  
C-2: ☒  
C-3: ☐  
C-4: ☐  
I-1: ☐  
I-2: ☐  
I-3: ☐

**Land Exchange Information**

Current Use:  
Request Reason: New towing lot  
Granting Property:  
Receiving Property:  
Engineer Company:  
Engineer Contact:  
Address:  
City, State, Zip:  
Phone:

Granting Owner:  
Address:  
City, State, Zip:  
Receiving Owner:  
Address:  
City, State, Zip:  
Application For: Combination or re-combination of previously platted lots

**Additional Comments**

I do hereby certify that the information contained herein is true and correct.

Patrick Morgan

Name

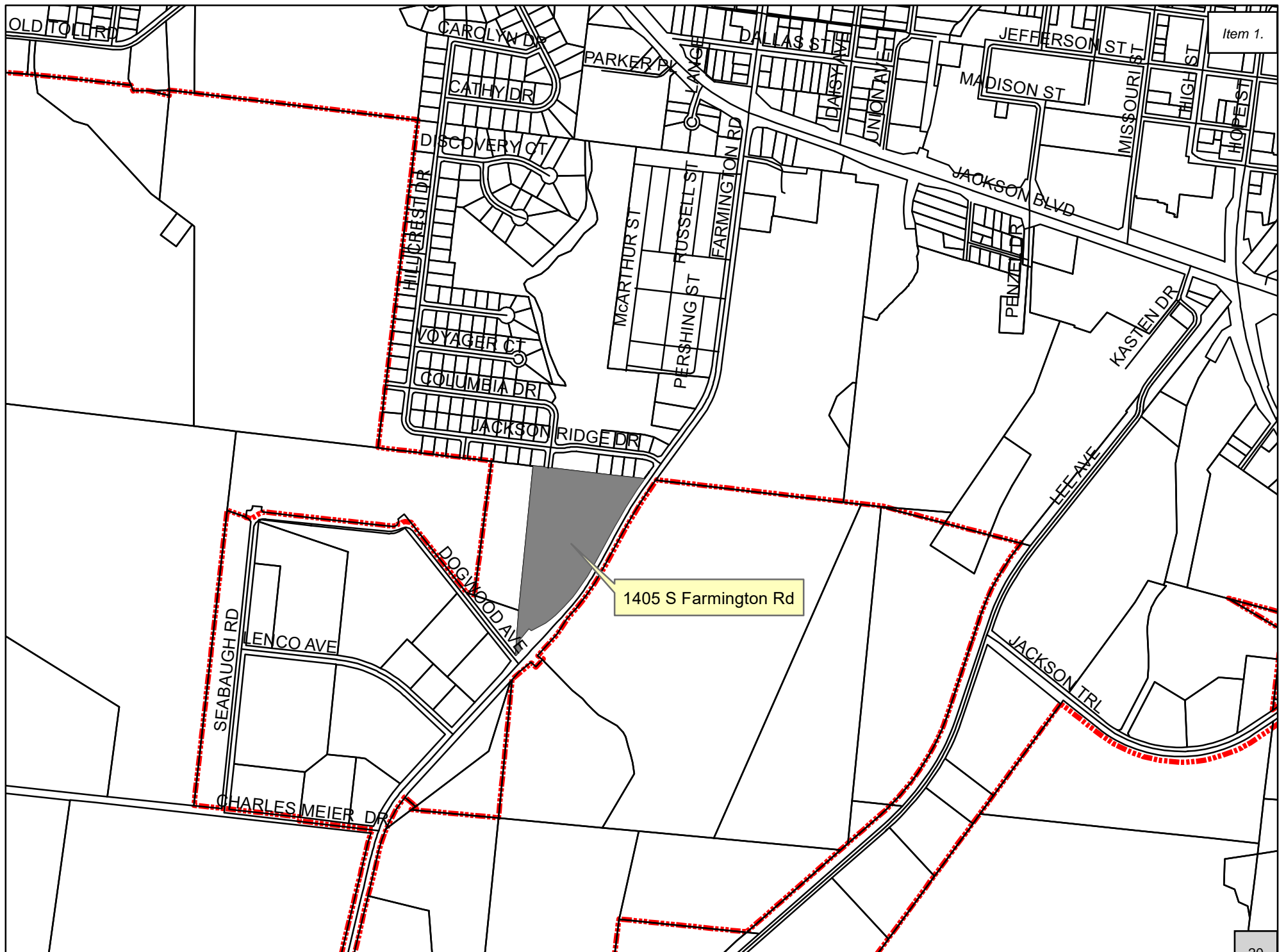
07/11/2022

Date





1305 S Farmington

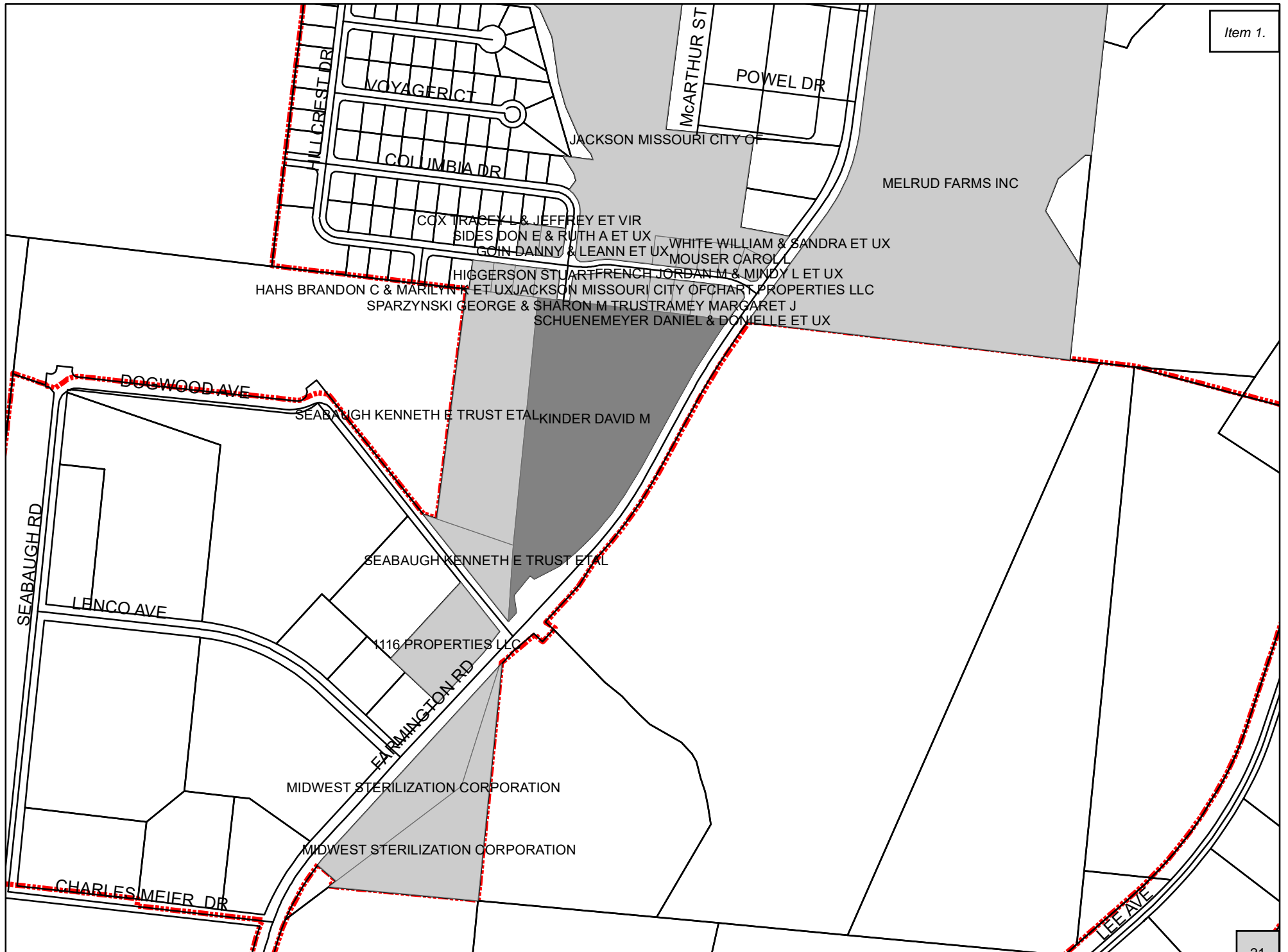


Item 1.

1405 S Farmington Rd

1405 South Farmington Road  
Location Map





1405 South Farmington Road  
Location Map

## Legend



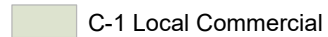
City Limits



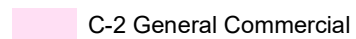
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## Zoning

### Zoning\_II



C-1 Local Commercial



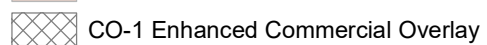
C-2 General Commercial



C-3 Central Business



C-4 Planned Commercial



CO-1 Enhanced Commercial Overlay



I-1 Light Industrial



I-2 Heavy Industrial



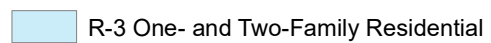
O-1 Professional Office



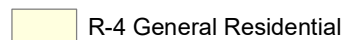
R-1 Single Family Residential (Low Density)



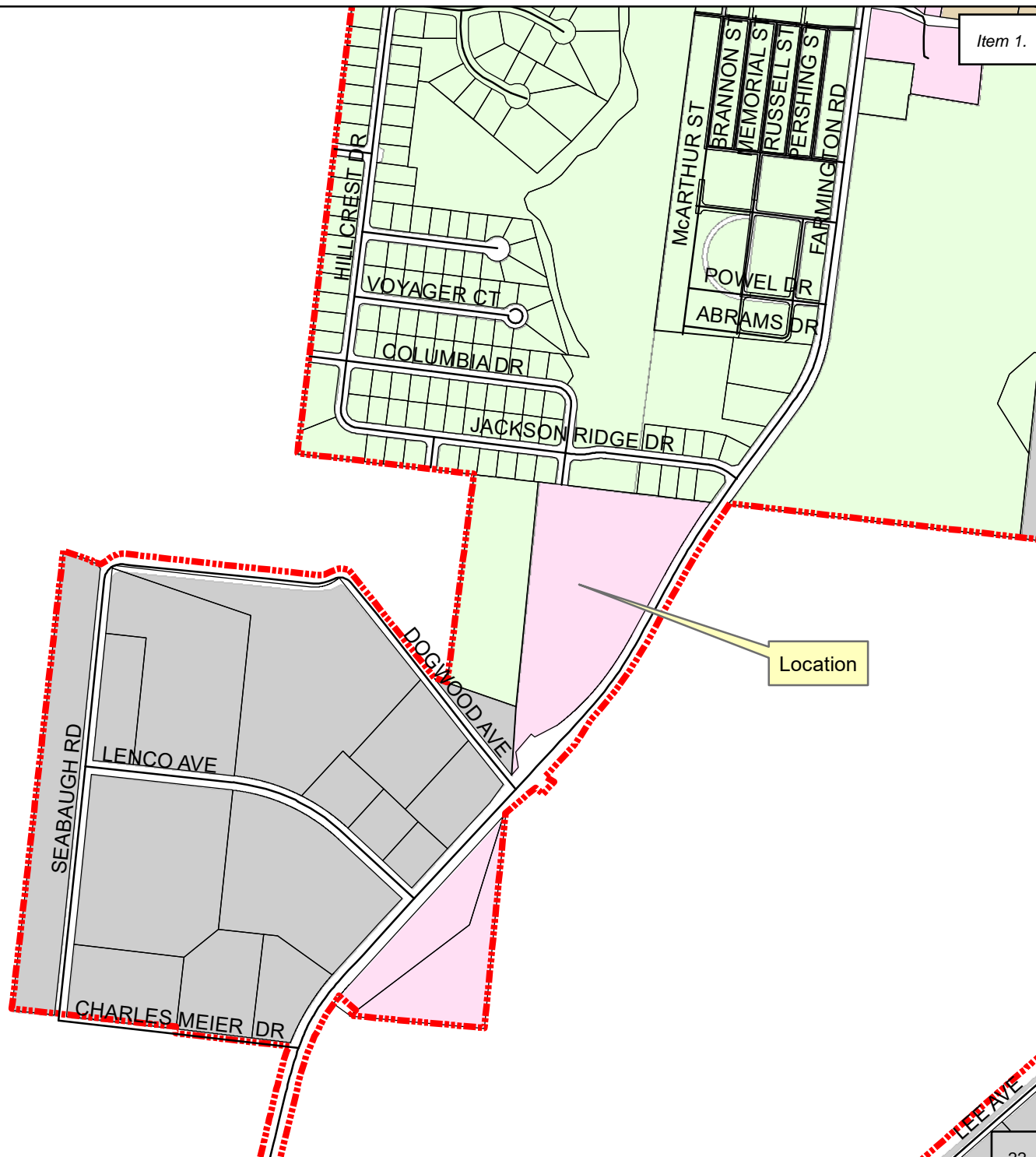
R-2 Single Family Residential



R-3 One- and Two-Family Residential



R-4 General Residential



1405 S. Farmington Rd.  
Surrounding Zoning

7/12/20

22

## Staff Report

**ACTION ITEM:** Request for approval of a preliminary plat of Savers Farm Subdivision Phase 9

**APPLICANT:** Cape Land & Development, LLC

**APPLICANT STATUS:** Property owner

**PURPOSE:** To provide an additional phase of a county subdivision on land that is already inside the city limits but only accessible from the county

**SIZE:** 17.29 acres

**PRESENT USES:** Undeveloped land

**PROPOSED USE:** Single-family residential subdivision

**ZONING:** R-2 Single Family Residential

**SURROUNDING LAND USE:** North – out of city; South – R-2 Single Family Residential; East – R-2 Single Family Residential; West – R-2 Single Family Residential

**HISTORY:** This piece of property was found to already be inside the city limits on a 1961 city limits map. The property to the south developed as Bent Creek Golf Course and Bent Creek Subdivision, which provided for no stubbed streets to access this property.

In 2019, P&Z reviewed and the Board of Aldermen approved new code language in Chapter 57 (Land Subdivision Regulations) to allow limited access land development. This allows a subdivision to have access other than a public city street when no city street right-of-way is available for a connection. This code language was developed due to this specific property.

**TRANSPORTATION AND PARKING:** All required street frontage and parking will be developed as part of the subdivision development and building construction.

**APPLICABLE REGULATIONS:** Land Subdivision Regulations (Chapter 57); Zoning Code (Chapter 65)

**2009 COMPREHENSIVE PLAN:** Residential use

**FLOODPLAIN INFORMATION:** This property includes an area of floodplain that will be located in the rear yard of seven lots and does not prevent an adequate buildable area for those lots.

**PHYSICAL CHARACTERISTICS:** No access is available except through previous Savers Farm Subdivision phases located in the county.

**COMMENTS:** This subdivision contains 40 lots.

This subdivision is proposed to have privately maintained streets. They will also have Ameren Electric because no city electric service is available to this location. The subdivision will install city water and sewer. The developer will install a water main extension from the existing main near Greensferry Road through a new easement across adjacent undeveloped property. City sanitation and emergency services will serve these lots. City staff and administration are aware of this hybrid mixture of public and private infrastructure.

NOTE: This application form looks different from the traditional application form because it was submitted through the Building & Planning Department's new online portal. We expect to begin to see more applications in this format.

**ACTION REQUIRED:** The Commission shall approve or deny this subdivision based on compliance with the Land Subdivision Regulations.

### 60 Day Request for Extension

Cape Land and Development, LLC submitted to the Planning and Zoning Commission Savers Farm Subdivision Phase 9- Preliminary Plat. The Savers Farm Subdivision Phase 9- Preliminary Plat was supposed to be discussed at the P & Z Commission meeting scheduled for August 10, 2022.

Pursuant to the Code of the City of Jackson, Missouri Section 57-5 (d)(4), the commission and the applicant can consent to an extension of the sixty (60) daytime frame to approve or disapprove a preliminary plat.

Brandon Williams on behalf of Cape Land and Development, LLC is requesting a sixty (60) day extension for approval of the Savers Farm Subdivision Phase 9- Preliminary Plat. Cape Land and Development, LLC is requesting their Preliminary Plat be tabled during the August 10, 2022 Planning and Zoning meeting and discussed at the September 14, 2022 Planning and Zoning Commission meeting.

Cape Land and Development, LLC

A handwritten signature in black ink, appearing to read 'Brandon Williams', is written over a horizontal line.

Brandon Williams, Sole Member



# Subdivision Permit Application

Date: 06/15/2022

## Applicant / Current Owner

Applicant Name: Brandon Williams  
 Address: 2985 Boutin Drive  
 City, State, Zip: Cape Girardeau, MO 63701  
 Phone: 573-335-3382  
 Email: bowconstruction@aol.com

Owner Name: Cape Land & Development, LLC  
 Address: 2985 Boutin Drive  
 City, State, Zip: Cape Girardeau, MO 63701  
 Phone:  
 Email:

## Proposed Owner / General Project Information

Owner Name: Cape Land & Development, LC  
 Address: 2985 Boutin Drive  
 City, State, Zip: Cape Girardeau, MO 63701  
 Phone:  
 Email:

Site Address: SAVERS FARM SUBDIVISION PHASE 9  
 City, State, Zip:  
 Current Use:  
 Current Zoning: R-2 Single-Family Residential  
 Proposed Zoning: R-2 Single-Family Residential

Project Description:

## Annexation

Rezoning App?: No  
 Special Use App?: No

Current Use:  
 Legal:

## Rezoning / Special Use / Variance Information

Request Reason:  
 Current Use:  
 Proposed Use:

Prior Variance: No  
 Prior Request:  
 Permission to Visit: No

## Subdivision Information / Current Zoning

Subdivision Type: Preliminary Plat  
 Current Use:  
 Proposed Use:  
 Subdivision Name: Savers Farm Subdivision - Phase 9  
 Engineer Company: Strickland Engineering  
 Contact: Marc Mahnke / Brian Strickland  
 Mailing Address: 113 W. Main Street  
 City, State, Zip: Jackson, MO 63755  
 Phone: 573-243-4080  
 Other Permit: No  
 Legal:

R-1: ☐  
 R-2: ☒  
 R-3: ☐  
 R-4: ☐  
 MH-1: ☐  
 O-1: ☐  
 CO-1: ☐  
 C-1: ☐  
 C-2: ☐  
 C-3: ☐  
 C-4: ☐  
 I-1: ☐  
 I-2: ☐  
 I-3: ☐

**Proposed Zoning**

R-1: ☐  
R-2: ☒  
R-3: ☐  
R-4: ☐  
MH-1: ☐  
O-1: ☐  
CO-1: ☐

C-1: ☐  
C-2: ☐  
C-3: ☐  
C-4: ☐  
I-1: ☐  
I-2: ☐  
I-3: ☐

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**Land Exchange Information**

Current Use:  
Request Reason:  
Granting Property:  
Receiving Property:  
Engineer Company:  
Engineer Contact:  
Address:  
City, State, Zip:  
Phone:

Granting Owner:  
Address:  
City, State, Zip:  
Receiving Owner:  
Address:  
City, State, Zip:  
Application For:      Combination or re-  
combination of previously  
platted lots

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**Additional Comments**

SUBDIVISION OF LAND

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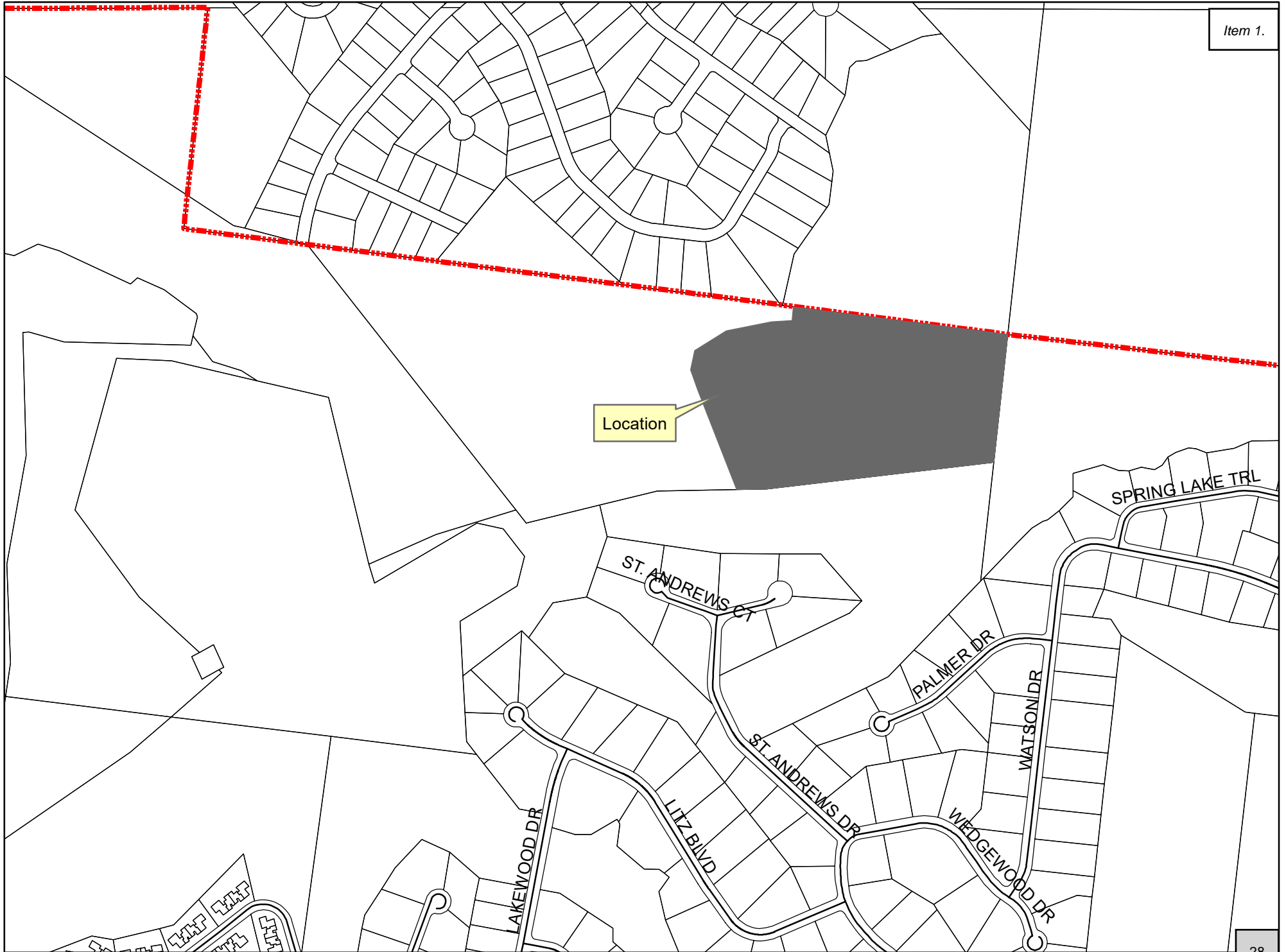
I do hereby certify that the information contained herein is true and correct.

Brandon Williams

Name

06/15/2022

Date

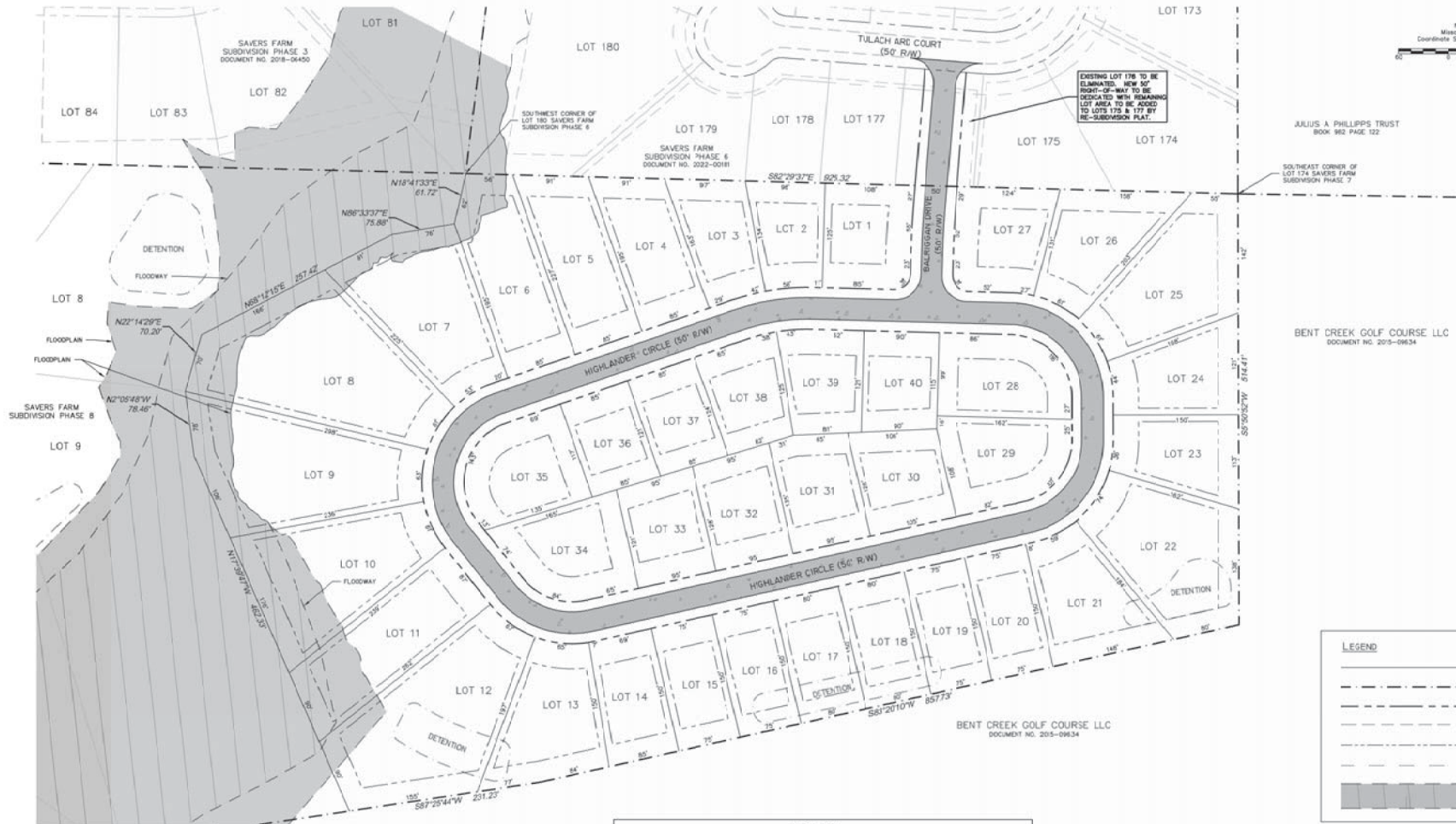


Location



# SAVERS FARM SUBDIVISION - PHASE 9

Part of U.S.P. SURVEY 318, Township 31 North Range 13 East of the Fifth Principal Meridian  
in the City of Jackson and County of Cape Girardeau, Missouri.



## LEGEND

- LOT LINE
- - - - - PROPERTY BOUNDARY LINE
- - - - - RIGHT-OF-WAY LINE
- - - - - EASEMENT LINE
- - - - - BUILDING SETBACK LINE
- - - - - 100-YEAR FLOODPLAIN LINE
- 100-YEAR FLOODWAY

## NOTES

ZONING:  
R2 SINGLE FAMILY RESIDENTIAL

EASEMENT NOTES:  
12' FRONT  
10' REAR

BUILDING SETBACKS:  
FRONT YARD SETBACK = 30'  
REAR YARD SETBACK = 10'  
SIDE YARD SETBACK = 8'

DESIGN STANDARDS:  
50' RIGHT-OF-WAY WIDTH

26" WIDE PRIVATE CONCRETE STREETS WITH CURB TO BE MAINTAINED BY THE SAVERS FARM SUBDIVISION HOMEOWNERS ASSOCIATION.

OWNER & DEVELOPER:  
CAPE LAND & DEVELOPMENT, LLC  
609 BRANCON WILLIAMS  
2985 ROUTIN DRIVE  
CAPE GIRARDEAU, MO 63701

PREPARED BY:  
STRICKLAND ENGINEERING  
113 W MAIN STREET SUITE 1  
JACKSON, MO 63755  
(573) 243-4380

ACCURACY STANDARD: TYPE URBAN

## LOCATION MAP



FLOODPLAIN NOTE:  
A PORTION OF THE DESCRIBED TRACT IS LOCATED WITHIN A FLOOD HAZARD ZONE AS SHOWN ON THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 2903102144E.

<b>STRICKLAND ENGINEERING</b> CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING	113 WEST MAIN STREET P.O. BOX 159 JACKSON, MISSOURI 63755 TEL: 573-243-4380 FAX: 573-243-2191
	<b>PRELIMINARY PLAT FOR SAVERS FARM SUBDIVISION PH. 9</b>
	<b>JACKSON, MISSOURI</b>
	SCALE 1" = 60' DATE 6-15-2022 DRAWN BY MTM CHECKED BY RA/BS PROJECT # 22-074

## Staff Report

**ACTION ITEM:** Request for a Land Exchange Certification for division of a 61.6 acre tract into four tracts no smaller than 3 acres.

**APPLICANT:** Villas of West Park, LLC

**APPLICANT STATUS:** Property owner

**PURPOSE:** To divide 61.6 acre tract into four smaller tracts.

**SIZE:** Approximately 61.6 acres

**PRESENT USES:** Vacant / undeveloped

**PROPOSED USE:** Commercial

**SURROUNDING LAND USE:** North – C-2 General Commercial & out of city; South – C-2 General Commercial; East – I-2 Heavy Industrial & out of city; West – C-2 General Commercial & out of city

**HISTORY:** This large tract of property was formerly owned by the Heise Family Trust & James Beshar Trust

**TRANSPORTATION AND PARKING:** All lots have frontage on South Old Orchard Road. Required parking will be required for future construction as properties develop.

**APPLICABLE REGULATIONS:** Land Subdivision Regulations (Chapter 57); Zoning Code (Chapter 65)

**2009 COMPREHENSIVE PLAN:** Industrial use

**FLOODPLAIN INFORMATION:** This property is not located in a floodplain per FEMA panel 29031C0251E dated 9/29/11

**PHYSICAL CHARACTERISTICS:** This wooded land has been partially cleared.

**COMMENTS:** The 3-acre and 8-acre lots have potential buyers. Compliance with the Land Subdivision Regulations, including installation of utilities, is not required for division of land into no more than four tracts each of which is 3 acres or greater.

**ACTION REQUIRED:** The Commission shall approve or deny this request. No action is required by the Board of Aldermen on Land Exchange Certifications.

# LAND EXCHANGE CERTIFICATION APPLICATION FORM

City of Jackson, Missouri



DATE OF APPLICATION: July 27, 2022

ADDRESS OF GRANTING PROPERTY: S. Old Orchard Rd. - 61.6 acre tract

ADDRESS OF RECEIVING PROPERTY: divisions of above tract

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

Property Owner Name(s): Villas of West Park, LLC

Mailing Address: 2985 Boutin Dr.

City, State ZIP: Cape Girardeau, MO 63701

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

Property Owner Name(s): same

Mailing Address: \_\_\_\_\_

City, State ZIP: \_\_\_\_\_

**ENGINEER / SURVEYING COMPANY:** Strickland Engineering

Engineer / Surveyor Contact: Marc Mahnke

Mailing Address: 113 W. Main St.

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-243-4080

**CONTACT PERSON HANDLING APPLICATION:**

Contact Name: Marc Mahnke

Mailing Address: above

City, State ZIP: \_\_\_\_\_

Contact's Phone: \_\_\_\_\_

Contact's Email Address (if used): \_\_\_\_\_

**APPLICATION FOR (check one):**

- ☒ Division of land into no more than four lots, all of which are 3 acres or greater in size  
☐ Division of land for cemetery usage  
☐ Lot line adjustment between adjoining lots  
☐ Transfer to adjoining property to improve ingress or egress  
☐ Combination or re-combination of previously platted lots. Total number of lots may not be increased and all resulting lots apply with the Land Subdivision Regulations

**REASON FOR REQUEST** (use additional pages if needed):

To divide large tract into four smaller tracts, all 3 acres or more.

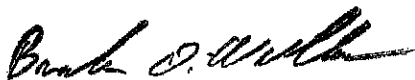
**CURRENT ZONING:** (circle all that apply)

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

**LEGAL DESCRIPTION OF TRACT:** Submit a copy of the most current deed for the property being divided.

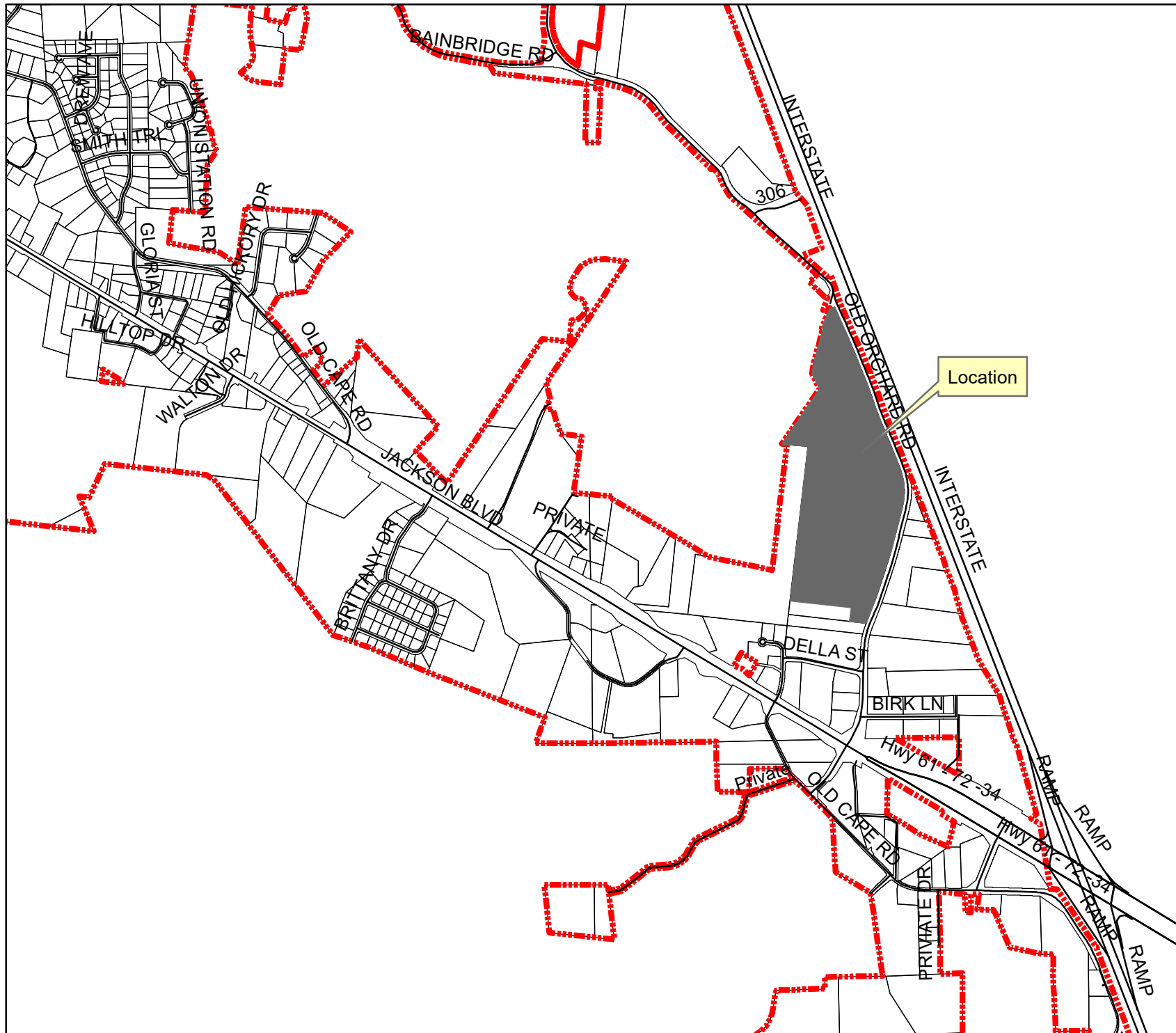
**OWNER SIGNATURES:**

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 the completed application along with the applicable application fee to:

Janet Sanders  
 Building & Planning Manager  
 City of Jackson  
 101 Court Street  
 Jackson, MO 63755  
 Ph: 573-243-2300 ext. 29  
 Fax: 573-243-3322  
 Email: jsanders@jacksonmo.org



61.6 Acre Tract - S. Old Orchard Rd.  
Location Map



# BOUNDARY SURVEY FOR THE VILLAS OF WEST PARK LLC

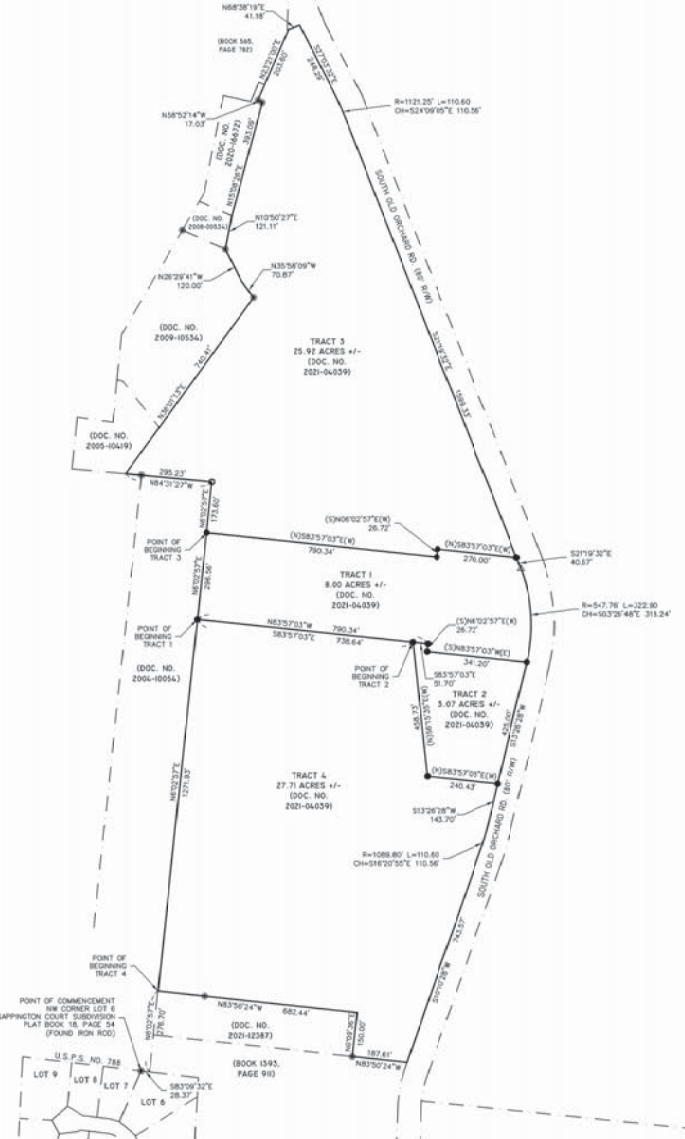
Part of U.S.P.S. No. 788, Township 31 North,  
Range 13 East of the Fifth Principal Meridian,  
in the City of Jackson, Cape Girardeau County, Missouri.



- REFERENCES**
1. DOCUMENT NO. 2021-04039 (SUBJECT)
  2. DOCUMENT NO. 2024-10054
  3. DOCUMENT NO. 2021-12387
  4. BOOK 1393, PAGE 911
  5. BOOK 338, PAGE 259
  6. SAPPINGTON COURT SUBDIVISION, PLAT BOOK 16, PAGE 54
  7. SURVEY BY MATTHEW B. DEGOURMETT, PLS 2010000226, DATED 07-20-2015
  8. SURVEY BY TIMOTHY JOSEPH BAIR, LS 2654, DATED 07-20-2021

ACCURACY STANDARD: TYPE RURAL

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



## TRACT 1 - DESCRIPTION

THAT PART OF U.S.P.S. NO. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 6 OF SAPPINGTON COURT SUBDIVISION, AS RECORDED IN PLAT BOOK 16 AT PAGE 54 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALSO BEING A POINT ON THE SOUTH LINE OF SAID U.S.P.S. NO. 788, THENCE SOUTH 83°57'32" EAST ALONG THE NORTH LINE OF SAID LOT 6, ALSO BEING SAID SOUTH LINE OF SAID U.S.P.S. NO. 788, 28.37 FEET; THENCE LEAVING SAID LINE, NORTH 06°02'57" EAST 1548.43 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 06°02'57" EAST 206.56 FEET; THENCE SOUTH 83°57'32" EAST 790.34 FEET; THENCE NORTH 06°02'57" EAST 26.72 FEET; THENCE SOUTH 83°57'32" EAST 270.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE SOUTH 21°19'32" EAST ALONG SAID WEST RIGHT OF WAY LINE, 40.87 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, ALONG A CURVE, TO THE RIGHT, HAVING A RADIUS OF 547.76 FEET, FOR AN ARC LENGTH OF 322.80 FEET (THE CHORD OF SAID ARC BEARS SOUTH 37°24'48" EAST 318.24 FEET); THENCE LEAVING SAID WEST RIGHT OF WAY LINE, NORTH 83°57'32" WEST 341.20 FEET; THENCE NORTH 06°02'57" EAST 26.72 FEET; THENCE NORTH 83°57'32" WEST 790.34 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 8.00 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

## TRACT 2 - DESCRIPTION

THAT PART OF U.S.P.S. NO. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 6 OF SAPPINGTON COURT SUBDIVISION, AS RECORDED IN PLAT BOOK 16 AT PAGE 54 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALSO BEING A POINT ON THE SOUTH LINE OF SAID U.S.P.S. NO. 788, THENCE SOUTH 83°57'32" EAST ALONG THE NORTH LINE OF SAID LOT 6, ALSO BEING SAID SOUTH LINE OF SAID U.S.P.S. NO. 788, 28.37 FEET; THENCE LEAVING SAID LINE, NORTH 06°02'57" EAST 1548.43 FEET; THENCE SOUTH 83°57'32" EAST 738.14 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE SOUTH 83°57'32" EAST 51.70 FEET; THENCE SOUTH 06°02'57" WEST 26.72 FEET; THENCE SOUTH 83°57'32" EAST 341.20 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE SOUTH 21°19'32" WEST ALONG SAID WEST RIGHT OF WAY LINE, 420.00 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, NORTH 83°57'32" WEST 240.43 FEET; THENCE NORTH 06°02'57" EAST 434.13 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 3.07 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

## TRACT 3 - DESCRIPTION

THAT PART OF U.S.P.S. NO. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 6 OF SAPPINGTON COURT SUBDIVISION, AS RECORDED IN PLAT BOOK 16 AT PAGE 54 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALSO BEING A POINT ON THE SOUTH LINE OF SAID U.S.P.S. NO. 788, THENCE SOUTH 83°57'32" EAST ALONG THE NORTH LINE OF SAID LOT 6, ALSO BEING SAID SOUTH LINE OF SAID U.S.P.S. NO. 788, 28.37 FEET; THENCE LEAVING SAID LINE, NORTH 06°02'57" EAST 1548.43 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 06°02'57" EAST 172.60 FEET; THENCE NORTH 84°31'29" WEST 395.23 FEET; THENCE NORTH 84°31'29" WEST 78.87 FEET; THENCE NORTH 35°56'09" WEST 78.87 FEET; THENCE NORTH 26°29'44" WEST 120.00 FEET; THENCE NORTH 10°56'27" EAST 121.11 FEET; THENCE NORTH 10°56'27" EAST 261.09 FEET; THENCE NORTH 58°52'14" WEST 17.03 FEET; THENCE NORTH 33°07'00" EAST 203.60 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE NORTH 88°37'03" EAST ALONG SAID WEST RIGHT OF WAY LINE, 41.18 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 27°02'52" EAST 248.29 FEET; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 112.25 FEET, FOR AN ARC LENGTH OF 110.60 FEET (THE CHORD OF SAID ARC BEARS SOUTH 21°19'32" EAST 110.60 FEET); THENCE SOUTH 21°19'32" EAST 1594.33 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, NORTH 83°57'32" WEST 270.00 FEET; THENCE SOUTH 06°02'57" WEST 26.72 FEET; THENCE NORTH 83°57'32" WEST 790.34 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 25.92 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

## TRACT 4 - DESCRIPTION

THAT PART OF U.S.P.S. NO. 788, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 6 OF SAPPINGTON COURT SUBDIVISION, AS RECORDED IN PLAT BOOK 16 AT PAGE 54 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALSO BEING A POINT ON THE SOUTH LINE OF SAID U.S.P.S. NO. 788, THENCE SOUTH 83°57'32" EAST ALONG THE NORTH LINE OF SAID LOT 6, ALSO BEING SAID SOUTH LINE OF SAID U.S.P.S. NO. 788, 28.37 FEET; THENCE LEAVING SAID LINE, NORTH 06°02'57" EAST 270.70 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 06°02'57" EAST 127.93 FEET; THENCE SOUTH 83°57'32" EAST 738.64 FEET; THENCE SOUTH 06°15'35" EAST 434.13 FEET; THENCE SOUTH 83°57'32" EAST 240.43 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE SOUTH 17°28'28" WEST ALONG SAID WEST RIGHT OF WAY LINE, 143.70 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, ALONG A CURVE, TO THE RIGHT, HAVING A RADIUS OF 1088.80 FEET, FOR AN ARC LENGTH OF 110.60 FEET (THE CHORD OF SAID ARC BEARS SOUTH 16°20'55" EAST 110.60 FEET); THENCE SOUTH 19°10'28" WEST 743.57 FEET TO THE NORTH EAST CORNER OF A TRACT AS DESCRIBED IN BOOK 1393, PAGE 911 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, ALONG THE NORTH LINE OF SAID TRACT NORTH 83°57'32" WEST 187.61 FEET TO THE SOUTHEAST CORNER OF A TRACT AS DESCRIBED IN DOCUMENT NUMBER 2021-12387 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE LEAVING SAID NORTH LINE, ALONG THE EAST LINE OF SAID TRACT NORTH 06°02'57" EAST 1500.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE ALONG THE NORTH LINE OF SAID TRACT NORTH 83°57'32" WEST 682.44 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 27.71 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROFESSIONAL SURVEYS AS MADE EFFECTIVE JUNE 30, 2017. IN WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

RODNEY W. AMOS, M.S., PLS 2007000072  
113 WEST MAIN STREET  
JACKSON, MISSOURI 63705

**STRICKLAND ENGINEERING**  
113 WEST MAIN STREET  
P.O. Box 159  
JACKSON, MISSOURI 63705  
TEL: 573-263-4080  
FAX: 573-263-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

SCALE 1"=200'

DATE 7-25-2022

DRAWN BY MTM

CHECKED BY BS

PROJECT # 21-256

**Boundary Survey for  
The Villas of West Park  
Old Orchard Road  
Jackson, Missouri**

## Staff Report

**ACTION ITEM:** Request for approval of a Special Use Permit for shipping containers as long-term storage in a C-2 General Commercial District at 957 West Jackson Boulevard

**APPLICANT:** Brennon Todt

**APPLICANT STATUS:** Property owner

**PURPOSE:** To allow shipping containers for material and equipment storage during phased construction of single- and multi-family dwellings at this location.

**SIZE:** Varies

**PRESENT USES:** Mobile home park

**PROPOSED USE:** Community unit plan for high-density mixed residential development

**SURROUNDING LAND USE:** North – C-2 General Commercial; South – R-2 Single Family Residential; East – R-2 Single Family Residential; West – R-2 Single Family Residential

**HISTORY:** This property has for many decades been a mobile home park. A Special Use Permit for a Community Unit Plan for a high-density mixed residential development was approved by the Board of Aldermen in July, 2022.

**TRANSPORTATION AND PARKING:** All required parking will be re-constructed as various locations within the property are redeveloped. The eastern leg of Barks Street is a public street right-of-way. The western leg and connection on the south end is a privately owned and maintained street.

**APPLICABLE REGULATIONS:** Zoning Code (Chapter 65)

**2009 COMPREHENSIVE PLAN:** Commercial use

**FLOODPLAIN INFORMATION:** The extreme western and the southwestern portions of this property includes a floodplain and floodway.

### PHYSICAL CHARACTERISTICS:

**COMMENTS:** Redevelopment of this property will be in phases over an extended period of time.

The following special conditions are recommended by city staff:

1. Shipping container locations may change within the property over time as construction progresses.
2. Shipping containers may not be located in the floodplain/floodway.

3. Shipping containers must meet all setback requirements of other buildings as specified in the Special Use Permit granted by Ordinance No. 22-68.
4. Shipping containers shall be limited to four (4) containers at one time.
5. Shipping containers may be used only for storage and not for habitation of persons or animals.

**ACTION REQUIRED:** The Commission shall approve or deny this request with any of the above special conditions and/or additional special conditions specified by the Commission. The Board of Aldermen may also modify the list of special conditions as they deem appropriate prior to approval.



**REZONING / SPECIAL USE PERMIT APPLICATION**  
City of Jackson, Missouri

**APPLICATION DATE:** 7/22/22

**TYPE OF APPLICATION:**

☐

Rezoning

☒

Special Use Permit

Item 1.

**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):

Mailing Address:

City, State, ZIP

**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)

**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 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 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) |

Item 1.

**PROPOSED USE OF PROPERTY:** Allowance of Storage Containers on site**LEGAL DESCRIPTION OF TRACT** (attach a copy of the deed or other legal description):**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.

Storage of construction and maintenance equipment. Allow for clean and organized site improvements,

and add an additional layer of security.

**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.

**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.

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](mailto:jsanders@jacksonmo.org)

**APPLICATION FEE: \$200.00**









## Staff Report

**ACTION ITEM:** Request for approval of a minor subdivision plat of Eggimann's Funny Farm Estates

**APPLICANT:** Teddy D. & Cara C. Eggimann

**APPLICANT STATUS:** Property owners

**PURPOSE:** To clarify lot lines for tax parcel purposes.

**SIZE:** 0.60 acres

**PRESENT USES:** Single family residence / Vacant

**PROPOSED USE:** Same

**ZONING:** R-2 Single-Family Residential & R-4 General Residential

**SURROUNDING ZONING:** North – R-4 General Residential; South – R-2 Single-Family Residential; East – R-2 Single Family Residential; West – R-4 General Residential

**HISTORY:** This property is a mixture of existing narrow lots and part of another lot in Eastview Subdivision. A 4' strip of Lot 5 of Eastview Subdivision was purchased from the City of Jackson in 2019 and is the northernmost part of this subdivision.

**TRANSPORTATION AND PARKING:** Both lots have frontage on Eastview Court. Emma Street is shown on the Major Street Plan as extending east to west at some point in the future adjacent to the north side of Lot 1.

**APPLICABLE REGULATIONS:** Land Subdivision Regulations (Chapter 57); Zoning Code (Chapter 65)

**2009 COMPREHENSIVE PLAN:** Residential use

**FLOODPLAIN INFORMATION:** This property is not located in a floodplain per FEMA panel 29031C 0143E dated 9/29/11

**PHYSICAL CHARACTERISTICS:** An existing house is located on each of these lots.

**COMMENTS:** This is a re-subdivision of a portion of Eastview Subdivision, which was platted with 50' wide lots in 1939. The existing Eastview Subdivision lot line between Lot 1 and Lot 2 is not moving. The surveying of this lot shows an actual width of 49.59' at the front and 50.27' at the rear, which is still the original lot line.

In order to define Lot 2 of this subdivision (formerly Lot 2 of Block 1 of Eastview Subdivision), as a separate tax parcel, the owners were told by the Cape Girardeau County Assessor's office

that they would have to transfer that portion into a separate ownership name. Instead, they are re-subdividing their entire property to make it clear that this is (and was) a platted lot of its own.

The subdivision process also combines their remaining lots and the 4' strip purchased from the City into a single lot.

There are two variances requested from the Land Subdivision Regulations:

1. Variance from the requirement to provide a 10' utility easement around the perimeter of the subdivision.
2. Variance from the minimum 75' lot width (due to the existing nominal 50' lot width).

Variances from the Land Subdivision Regulations trigger the requirement for a super-majority (2/3) vote at the entire Board of Aldermen level for approval.

**ACTION REQUIRED:** The Commission shall approve or deny this request based on compliance with the Land Subdivision Regulations and agreement with the included variances.



## SUBDIVISION APPLICATION

### City of Jackson, Missouri

**NAME OF SUBDIVISION:** Eggimann's Funny Farm Estates

**DATE OF APPLICATION:** 7/27/2022

**TYPE OF APPLICATION:**

<input type="checkbox"/>	PRELIMINARY PLAT
<input type="checkbox"/>	FINAL PLAT
<input checked="" type="checkbox"/>	MINOR SUBDIVISION
<input type="checkbox"/>	RESUBDIVISION

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

Property Owner Name(s): Teddy D. & Cara E. Eggimann

Mailing Address: 524 E. Jackson Blvd.

City, State ZIP: Jackson, MO 63755

**ENGINEER / SURVEYING COMPANY:** Koehler Engineers & Land Surveyors

Engineer / Surveyor Contact: Garrett Richardet

Mailing Address: 194 Coker Ln.

City, State ZIP: Cape Girardeau, MO 63755

Contact's Phone: 573-579-9163

**CONTACT PERSON HANDLING APPLICATION:**

Contact Name: Teddy D. Eggimann

Mailing Address: 524 E. Jackson Blvd.

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-279-9163

Email Address (if used): reggimann@sbcglobal.net


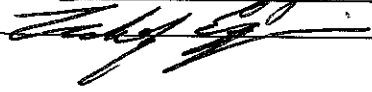
**CURRENT ZONING:** (circle all that apply)

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



**OWNERS' SIGNATURES:**

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

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

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

Ph: 573-243-2300 ext. 29  
Fax: 573-243-3322  
Email: [jsanders@jacksonmo.org](mailto:jsanders@jacksonmo.org)

To whom it my concern :

I Teddy D Eggimann and Cara E Eggimann are asking for a variance from the requirement to have a 10' utility easement around the boundary of the subivision, and from the minimum lot width of 75'.

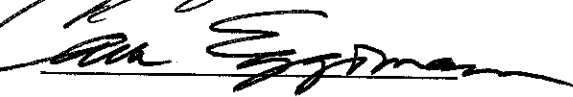
Sincerely:

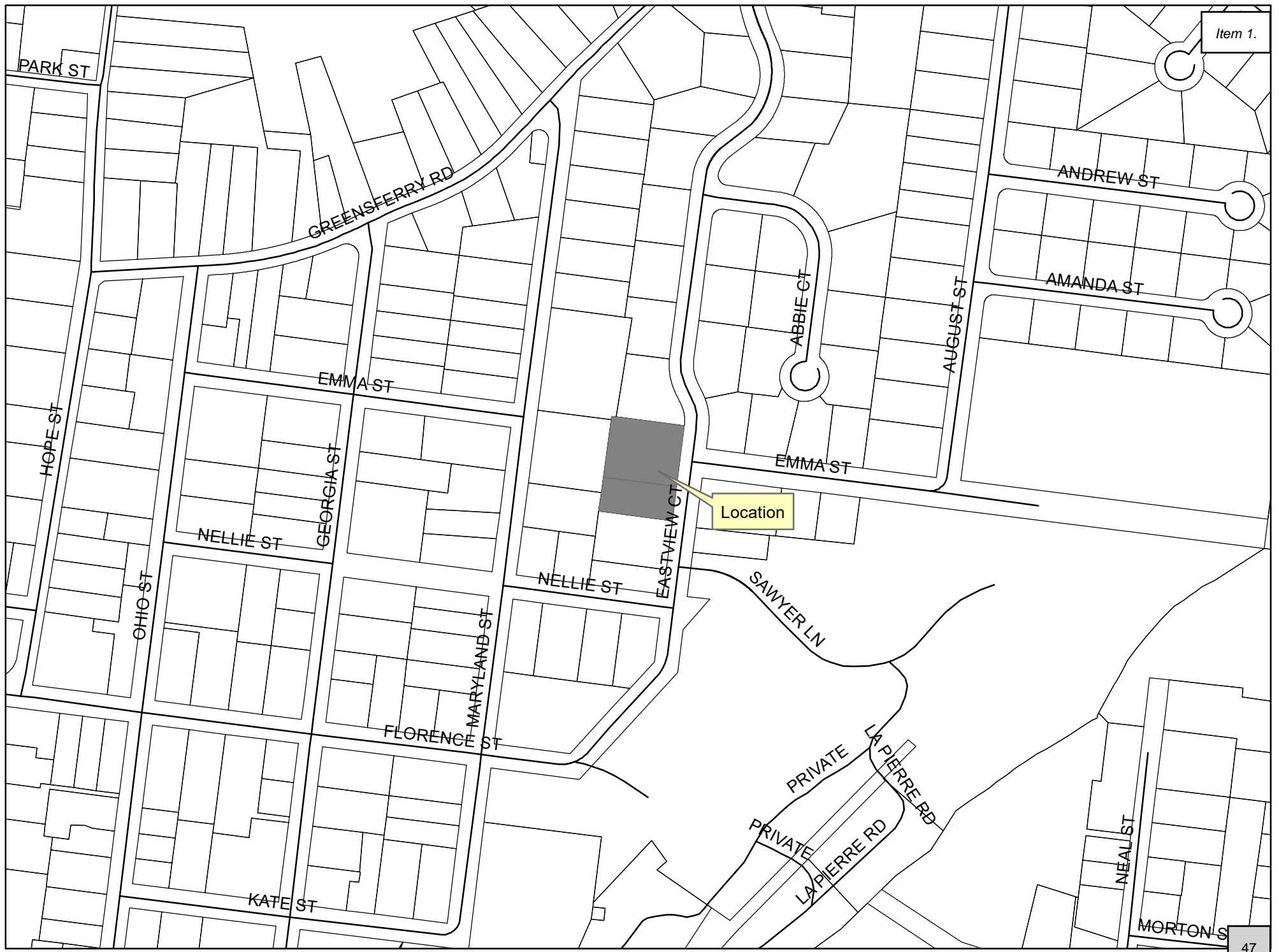
Teddy & Cara Eggimann

Teddy D Eggimann



Cara E Eggimann





Eggimans Funny Farm Estates  
Location Map



## **Planning & Zoning Commission Meeting Staff Report**

**ACTION ITEM:** Reapproval of a preliminary plat of the Jackson North Industrial Park Subdivision Phase II

**APPLICANT:** City of Jackson

**APPLICANT STATUS:** Property Owner

**PURPOSE:** To update an expiring preliminary plat

**SIZE:** 18.30 acres less a portion of Cane Creek Road right-of-way consisting of approx. 1.49 acres

**PRESENT USES:** City water tower and well; burn site for tree debris; sellable property

**PROPOSED USE:** Same

**SURROUNDING LAND USE:** North, South, and West - out of city limits; East – I-2 Heavy Industrial (previously sold portions of Jackson North Industrial Park)

**HISTORY:** The preliminary plat approval for the Jackson North Industrial Park expires September 8, 2022. There is no change to the preliminary plat from the last approval in 2021.

**TRANSPORTATION AND PARKING:** All required street frontage will be constructed with the final plat.

**APPLICABLE REGULATIONS:** Land Subdivision Regulations (Chapter 57); Zoning Code (Chapter 65)

**2009 COMPREHENSIVE PLAN:** Industrial use.

**FLOODPLAIN INFORMATION:** This property is not located in a floodplain per FEMA panel 29031C0143E dated 9/29/11

**PHYSICAL CHARACTERISTICS:** The city's water tower and well are located on the proposed Lot 1.

**COMMENTS:** Preliminary plat approve is valid for one year. The City wants to keep a preliminary plat approval current in case an opportunity arises to sell one of the remaining proposed lots.

**ACTION REQUIRED:** The Commission shall vote to approve or deny this subdivision based on conformance with the Land Subdivision Regulations. The Commission's vote serves as a positive or negative recommendation to the Board of Aldermen who make the final decision on the preliminary plat and the only decision on an eventual final plat.



## SUBDIVISION APPLICATION

### City of Jackson, Missouri

**NAME OF SUBDIVISION:** Jackson North Industrial Park Subdivision

**DATE OF APPLICATION:** July 5, 2022

**TYPE OF APPLICATION:**

<input checked="" type="checkbox"/>	PRELIMINARY PLAT
<input type="checkbox"/>	FINAL PLAT
<input type="checkbox"/>	MINOR SUBDIVISION
<input type="checkbox"/>	RESUBDIVISION

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

Property Owner Name(s): City of Jackson

Mailing Address: 101 Court St.

City, State ZIP: Jackson, MO 63755

**ENGINEER / SURVEYING COMPANY:** Koehler Engineering & Land Surveying

Engineer / Surveyor Contact: Chris Koehler

Mailing Address: 194 Coker Ln.

City, State ZIP: Cape Girardeau, MO 63755

Contact's Phone: 573-335-3026

**CONTACT PERSON HANDLING APPLICATION:**

Contact Name: Kent Peetz, Public Works Director

Mailing Address: 101 Court St.

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-243-2300

Email Address (if used): kpeetz@jacksonmo.org

**CURRENT ZONING:** (circle 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 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 type="checkbox"/> C-3 (Central Business)            |
| <input type="checkbox"/> MH-1 (Mobile Home Park)               | <input type="checkbox"/> C-4 (Planned Commercial)          |
| <input type="checkbox"/> O-1 (Professional Office)             | <input type="checkbox"/> I-1 (Light Industrial)            |
| <input type="checkbox"/> CO-1 (Enhanced Commercial Overlay)    | <input checked="" type="checkbox"/> I-2 (Heavy Industrial) |


☐ I-3 (Planned Industrial Park)

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

**LEGAL DESCRIPTION OF TRACT:** Submit a copy of the most current deed for the property being divided.

**OWNER SIGNATURES:**

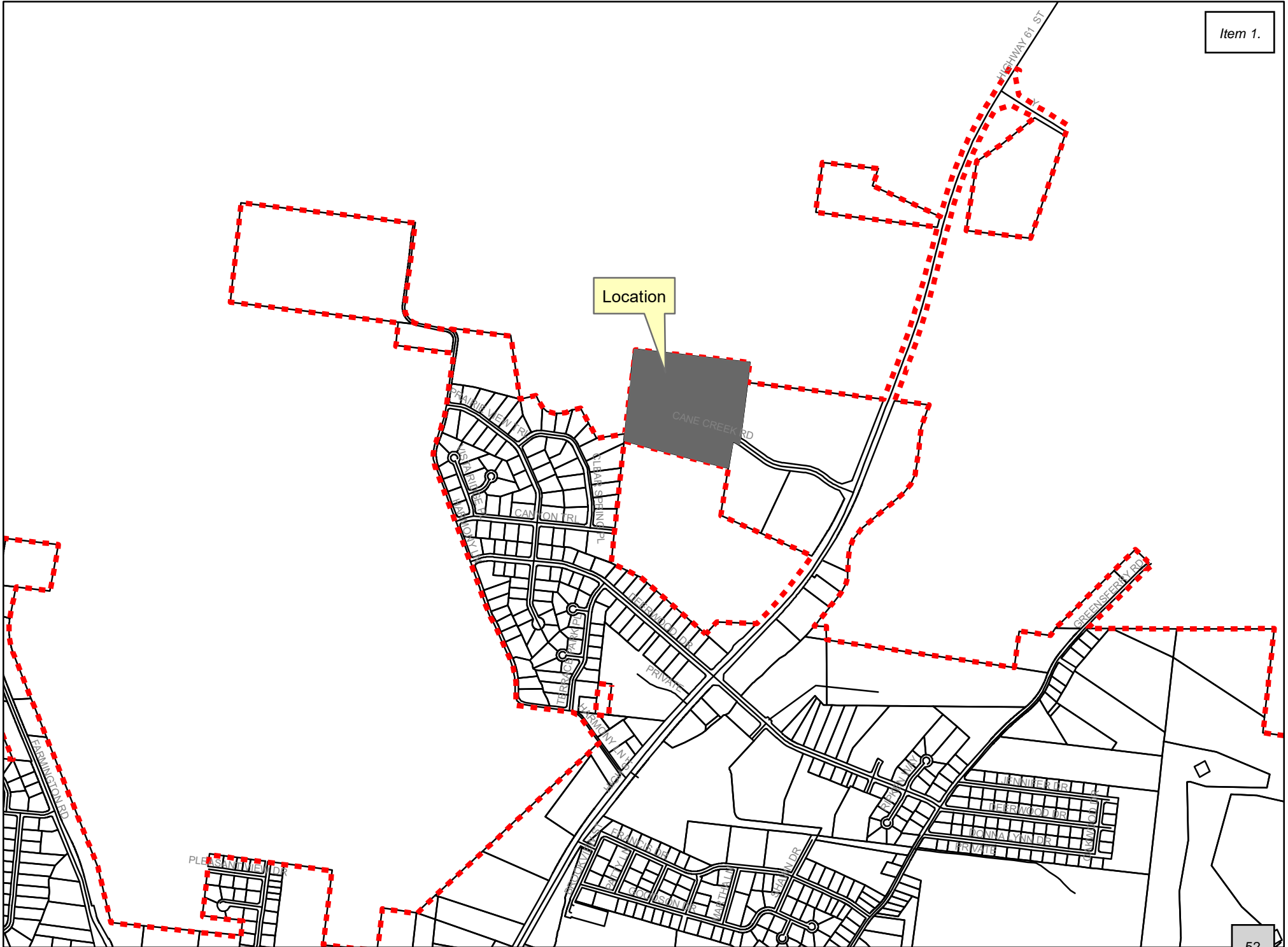
I state upon my oath that all of the information contained in this application is true. *(Signatures of all persons listed on the current property deed and the authorized signer(s) for any owning corporation or trust.)*

  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Ph: 573-243-2300 ext. 29  
Fax: 573-243-3322  
Email: [jsanders@jacksonmo.org](mailto:jsanders@jacksonmo.org)



Jackson North Industrial Park Subdivision - Revised Preliminary Plat  
Location Map



# PRELIMINARY PLAT PHASE II OF JACKSON NORTH INDUSTRIAL PARK SUBDIVISION

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

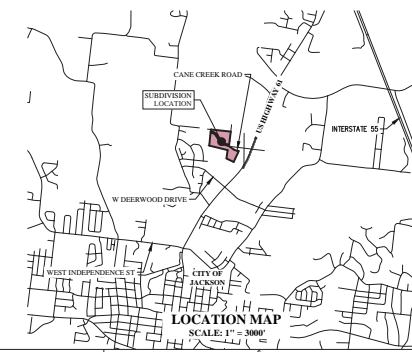
## DESCRIPTION OF SURVEY

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

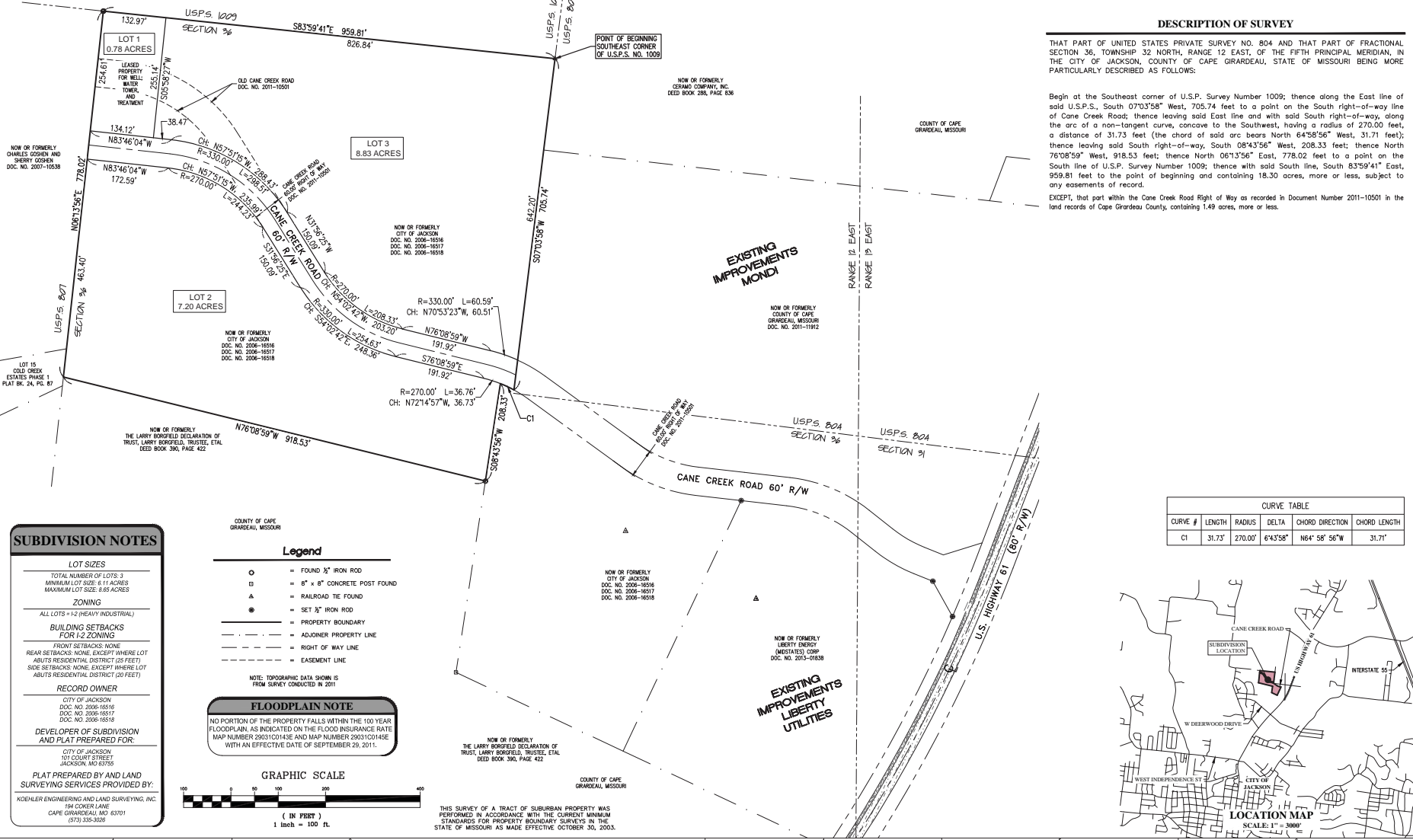
Begin at the Southeast corner of U.S.P. Survey Number 1009; thence along the East line of said U.S.P.S., South 07°03'58" West, 705.74 feet to a point on the South right-of-way line of Cane Creek Road; thence leaving said East line and with said South right-of-way line, along the arc of a non-tangent curve, concave to the Southwest, having a radius of 270.00 feet, a distance of 31.73 feet (the chord of said arc bears North 64°58'56" West, 31.71 feet); thence leaving said South right-of-way, South 08°43'56" West, 208.33 feet; thence North 76°08'59" West, 198.53 feet; thence North 06°13'56" East, 778.02 feet to a point on the South line of U.S.P. Survey Number 1009; thence with said South line, South 83°59'41" East, 959.81 feet to the point of beginning and containing 18.30 acres, more or less, subject to any easements of record.

EXCEPT, that part within the Cane Creek Road Right of Way as recorded in Document Number 2011-10501 in the land records of Cape Girardeau County, containing 1.49 acres, more or less.

CURVE TABLE				
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION
C1	31.73	270.00	6°43'58"	N64° 58' 56"W
				31.71'



NORTH FROM MISSOURI  
STATE PLANE COORDINATE  
SYSTEM GRID NORTH



## SUBDIVISION NOTES

### LOT SIZES

TOTAL NUMBER OF LOTS: 3  
MINIMUM LOT SIZE: 0.11 ACRES  
MAXIMUM LOT SIZE: 8.85 ACRES

### ZONING

ALL LOTS = I-2 (HEAVY INDUSTRIAL)

### BUILDING SETBACKS

FOR I-2 ZONING

FRONT SETBACKS: NONE

REAR SETBACKS: NONE, EXCEPT WHERE LOT

ADJUTS RESIDENTIAL DISTRICT (25 FEET)

SIDE SETBACKS: NONE, EXCEPT WHERE LOT

ADJUTS RESIDENTIAL DISTRICT (20 FEET)

### RECORD OWNER

CITY OF JACKSON

DOC. NO. 2006-16516

DOC. NO. 2006-16517

DOC. NO. 2006-16518

### DEVELOPER OF SUBDIVISION

AND PLAT PREPARED FOR:

CITY OF JACKSON

101 COURT STREET

JACKSON, MO 63755

PLAT PREPARED BY AND LAND

SURVEYING SERVICES PROVIDED BY:

KOEHLER ENGINEERING AND LAND SURVEYING, INC.

104 COKER LANE

CAPE GIRARDEAU, MO 63701

(573) 335-3026

COUNTY OF CAPE  
GIRARDEAU, MISSOURI

## Legend

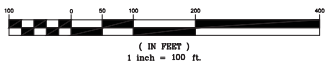
- = FOUND 3/4" IRON ROD
- = 8" x 8" CONCRETE POST FOUND
- △ = RAILROAD TIE FOUND
- = SET 3/4" IRON ROD
- = PROPERTY BOUNDARY
- - - = ADJOINER PROPERTY LINE
- - - = RIGHT OF WAY LINE
- - - = EASEMENT LINE

NOTE: TOPOGRAPHIC DATA SHOWN IS  
FROM SURVEY CONDUCTED IN 2011

## FLOODPLAIN NOTE

NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR  
FLOODPLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE  
MAP NUMBER 20031C0143E AND MAP NUMBER 20031C0145E  
WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

## GRAPHIC SCALE



THIS SURVEY OF A TRACT OF SUBURBAN PROPERTY WAS  
PERFORMED IN ACCORDANCE WITH THE CURRENT MINIMUM  
STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE  
STATE OF MISSOURI AS MADE EFFECTIVE OCTOBER 30, 2003.

**KE KOEHLER**  
ENGINEERING AND LAND SURVEYING, INC.

104 COKER LANE - CAPE GIRARDEAU, MO 63701  
Phone: 573.335.3026 - Fax: 573.335.3049  
www.koehlereengineering.com

PRELIMINARY PLAT FOR  
CITY OF JACKSON, MO

101 COURT STREET  
JACKSON MO 63755  
PH: 573.335-3566

PRELIMINARY

REV	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

## PRELIMINARY PLAT

KELLS PLAT NO.	OWNER PLAT NO.
DESIGNED BY	
DRAWN BY	SHEET NO.
CHECKED BY	
DATE	1 OF 1

# Jackson Park Board



August 8, 2022

6:00 pm

Regular Meeting | Civic Center

## Agenda

Board Members Present

Recognition Of Visitors:

Reading Of Previous Meeting Minutes

### Old Business

- 1) Hubble Ford Replacement Bridge Project
- 2) Civic Center Digital Sign
- 3) Soccer Park Field Project
- 4) American Rescue Funds discussion

### New Business

- 1) Special Event Permit Application – Big Love Concert
- 2) Special Event Permit Application - Breaking Bonds Ministries 5K
- 3) Junior Park Board Membership

Committee Reports

Civic Center Report

Parks & Recreation Director's Report

Adjournment

**Jackson Park Board  
July 11 Meeting Minutes**

Item 2.

Meeting Called to order at 6 pm by Luke Dry.

Members Present: Luke Dry, Dave Seabaugh, Cathy Reiminger, Bob Lichtenegger, Shana Williams

Visitors: Mayor Hahs, Katy Liley, Anna Bergmark, Jason Lipe, Chris Eastridge

Reading of the Minutes: Cathy made a motion to approve and Dave seconded, Motion approved.

Old Business:

Hubble Ford Replacement Bridge Project- Anna reported that construction should be done by the end of July.

Civic Center Digital Sign- Anna presented potential options for the location of the digital sign. Based on the information provided, the Park Board Approved the green location. Motion: Dave Second: Bob

Soccer Park Field Project- Anna discussed the drainage issues at the Soccer Park, and handed out drawings that showed the removal of the existing walkway in order to provide for better drainage. Two new walkways would be installed to improve accessibility to the fields.

New business

American Rescue Funds Discussion- The board discussed several options for the use of allotted funds from the American Rescue Plan funds.

- City Pool
  - Replacement of chemical delivery systems
  - Add shade structures
  - Renovation of locker rooms/restrooms
  - Replacement of filters
- Renovation of park restrooms to enable year-round operation
  - Soccer Park (add heat and insulation)
  - Union Street (total renovation)
  - Brookside Park (add heat and insulation)
  - Litz Park (relocation & new construction)
  - Armory (total renovation)
- Baseball, football, soccer and softball field upgrades
  - Bleacher replacement (baseball, football, softball)
  - Cover dugouts at Brookside Field 7
  - Add electric and lights to Brookside Field 7
  - Add benches to Brookside Field 7
  - Storage building for Brookside Field 7
  - Install bullpen mounds on Brookside Fields 8 & 9
  - Add benches to Soccer Park
  - Scoreboards at Football Park
- Paved accessible parking and access ramps
  - Brookside Park
  - Football Park
  - Pavilion 5 (Skate Park/Band Shell)
- Additional pavilion and playground at Civic Center
- Extend walking trail and add signage to existing trail
- Tennis court renovations
  - Replace fencing
  - Resurface courts
  - Add hit wall
- Basketball court renovations

- Resurfacing

Civic Center Report – Chris reported that the youth programs offered this summer went well. Sports Camp, Princess Academy, and Cheerleading Clinic were all well attended. The Civic Center continues to be busy with rentals.

Director's Report – Included in board packet

The meeting was adjourned at 8:30 pm.

# MEMO



**TO:** Mayor Hahs and Members of the Board of Aldermen  
**FROM:** Janet Sanders, Building & Planning Manager  
**DATE:** August 11, 2022  
**SUBJECT:** Retaining Wall at 661 West Independence Street

---

Our department received a building permit application for replacement of a failing retaining wall at the rear of Little Learners Preschool at 661 West Independence Street. This wall supports the playground behind the building. In reviewing the permit application, it was found that the existing wall and a portable carport were constructed by a previous property owner sometime after construction of the building in 1996. They were not included on the original building permit and no subsequent permits were found for a wall or portable carport on this property. The wall and portable carport are located in a 15' sewer and utility easement, which prevents staff from issuing a building permit for a new wall. A small length of the city's sanitary sewer and electric are within that easement. It appears that telephone or cable tv could run the length of this easement. In trying to find a solution for this property owner, we have offered the following options:

1. A Memorandum of Understanding which allows the new wall to be built in the same location with the condition that if the easement is needed in the future the wall must be removed. (copy attached).
- or
2. The owner may work with the adjacent property owner to relocate the portion of the easement needed to construct the wall. (email attached).

The property owner has concerns about both options. However, without Board approval, staff cannot issue a permit for this project. The owner is expected to be at the Board meeting to address his concerns with these options.





South Property Line (black string) / Failing Wall



East side yard



Playground & neighbor's backyard





Pedestals & erosion on east side



Same erosion from bottom end (park)



Looking east along wall location

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between **CITY OF JACKSON, MISSOURI, a municipal corporation**, hereinafter referred to as "**City**," and **Foster Their Voice, LLC**, hereinafter referred to as "**Foster**," **WITNESSETH:**

**WHEREAS**, Foster owns property located at 661 West Independence Street, also known as Lot 19 of Parkwood Place Subdivision within the City; and

**WHEREAS**, Foster has a portable metal carport structure and a failing three (3) foot tall railroad tie retaining wall extending parallel and perpendicularly in a fifteen (15) foot wide utility and sewer easement as shown in Exhibit A; and

**WHEREAS**, the previous owner did not obtain the required permits and inspections for these structures; and

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

**WHEREAS**, the City has existing sewer and electric lines in said public sewer and utility easement and the City has no immediate plans for additional use of said easement; and

**WHEREAS**, the City reserves the right to use said public sewer and utility easement for sewer and utility purposes deemed appropriate by the City.

**WHEREAS**, the City desires to cooperate with Foster 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 Foster a limited right to use the public sewer and utility easement for a retaining wall upon, across, parallel, and perpendicular to the public easement in the same location as the existing retaining wall.
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 sewer and utility easement or install additional public utilities.
3. Foster acknowledges and agrees that the City may require Foster to remove the retaining wall within the public sewer and utility easement at Foster's cost, at any time that the City determines any sewer or utility project is to be built on said public easement. Foster further acknowledges and agrees that upon receipt of written notice from the City to remove the retaining wall or any portion thereof from the public easement, Foster will do so within thirty (30) days.
4. Foster agrees to obtain the required building permit and inspections for demolition and reconstruction of the wall and any other structures and to pay all associated fees related to said permits and inspections.
5. The City assumes no liability related to Foster's private retaining wall due to City work within the public easement 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 easement has not been determined by a professional appraisal and has not been surveyed by either Foster 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 easement.

8. Foster agrees to expose the existing buried manhole in the public easement and alter the landscape in a manner that maintains its visibility.

9. Nothing set forth herein shall be construed as an abandonment by the City of the public sewer and utility easement or its public utilities.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. This City and Foster agree that this Memorandum of Understanding, and amendments, modifications and additions, shall be recorded in the Cape Girardeau County Recorder of Deed's Office.

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

**CITY OF JACKSON, MISSOURI**

\_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Liza Walker, City Clerk

**FOSTER THEIR VOICE, LLC:**

\_\_\_\_\_  
Jacob Partridge, Manager

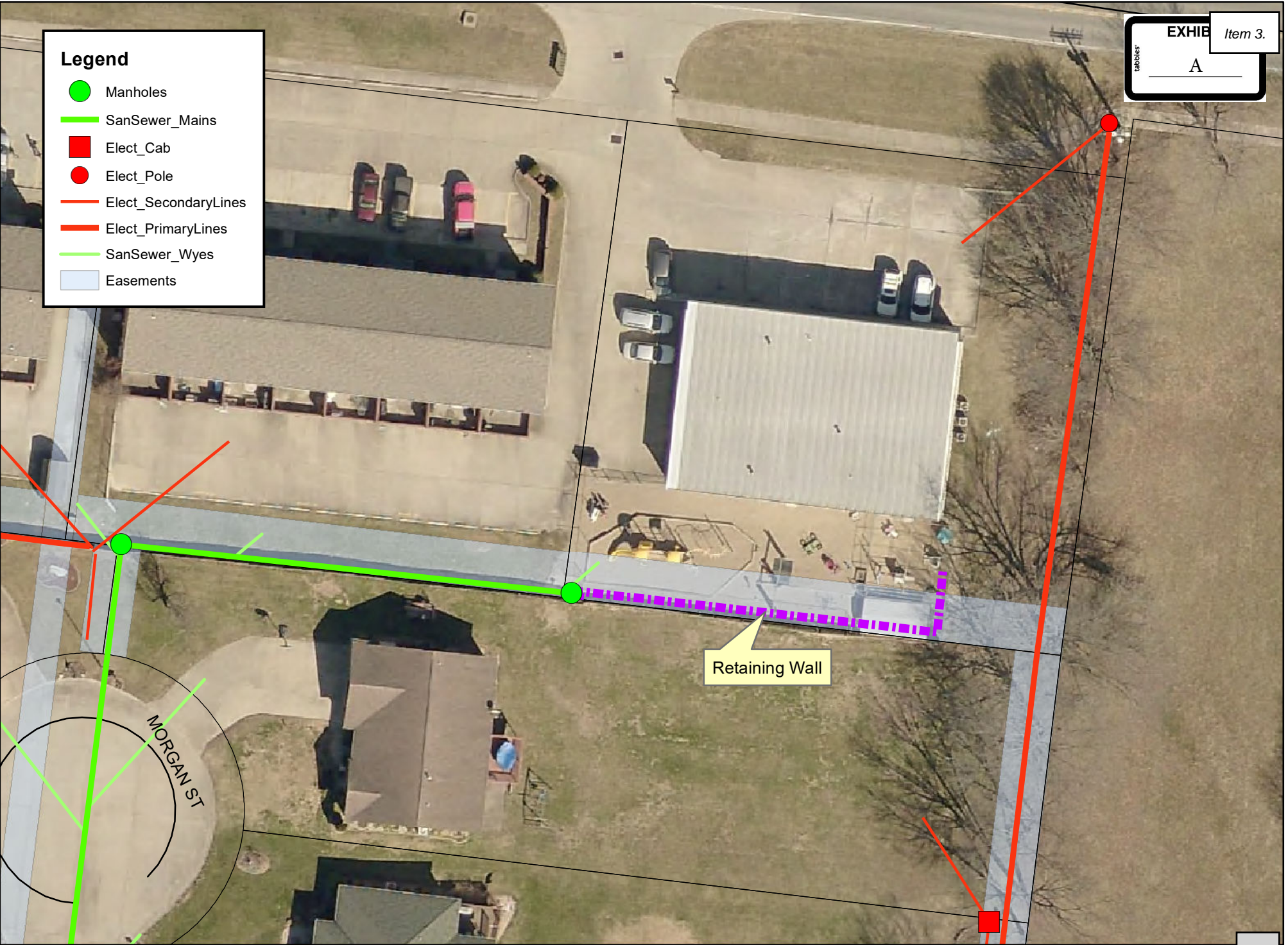
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Jennifer Partridge, Manager

DRAFT

Legend

- Manholes
- SanSewer\_Mains
- Elect\_Cab
- Elect\_Pole
- Elect\_SecondaryLines
- Elect\_PrimaryLines
- SanSewer\_Wyes
- Easements



Retaining Wall

MORGAN ST



**jsanders@jacksonmo.org**

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**From:** jsanders@jacksonmo.org  
**Sent:** Wednesday, August 10, 2022 4:18 PM  
**To:** 'Jacob & Jennifer Partridge'  
**Subject:** RE: DRAFT Memorandum of Understanding Regarding Retaining Wall

Jake,

We have had two other unusual cases where property owners were able to have an easement relocated, entirely at their expense, so they could construct something in the old easement location. Those also involved a Memorandum of Understanding defining their obligations and the city's obligations in that process and was only possible with cooperation of the neighboring property owners. The owner obligations in those MOUs included the following:

1. The owner negotiated agreement with the adjoining property owner for that owner to dedicate a new easement to the city on their property of the same width of the easement that would be abandoned and overlapping at the ends so that a continuous easement path of the same width existed at all locations. (It is likely that they paid the owner some price for that easement but those details were not provided to the city). The easement areas that currently have city utilities (and which do not appear to be in the path of your wall location) would need to remain in place.
2. The owner hired a surveyor to prepare the legal descriptions and exhibit plats of the new easement and the area of the easement to be abandoned to be used by the city who prepared the deeds for these.
3. The owner negotiated with any other non-city utilities located within the easement to relocate their utilities into the new easement location (after the new easement was in place). I'm sure there were costs to the property owner from those companies for those relocations, and of course there was significant time involved in the utility relocation. Since there are pedestals on each end of your property that may be cable or telephone, one or both of these could be involved in this case.
4. The owner was responsible for notification to the neighboring property of the timeframe of the proposed relocation of utilities into the new easement on the neighbor's property.
5. The owner was responsible for all property restoration of any utility relocation onto the new easement on all disturbed properties.
6. The city agreed to accept the new easement and then after all utility relocations abandon the necessary portion of the existing easement.
7. Once all of the above were completed (and any other conditions as part of the agreement) the City could issue a building permit for submitted construction plans and permit application that complied with our city building codes.

I have included just the conditions from those that would also pertain to your case. Depending on staff recommendations or Board requests, there could be some other conditions unique to yours, but if so, those would be discussed with you during the process of developing that type of MOU agreement. I don't know if you consider this method a viable option but it is a possible alternative that the Board may be willing consider.

Janet Sanders



901 Vine Street  
P.O. Box 72  
Poplar Bluff, MO 63902  
Phone 573.785.9621  
Fax 573.785.2651

## SMITH & CO. ENGINEERS

August 5, 2022

Mr. Kent Peetz, P.E.  
Director of Public Works  
City of Jackson  
101 Court Street  
Jackson, MO 63755

RE: City of Jackson, MO  
Hubble Ford Bridge Change Order No. 1

Dear Mr. Peetz:

Upon completion of the project, our inspector, Jim Hobbs, has provided me with field measured quantities of all bid items. The total amount of aggregate base and asphalt paving was increased from a bid quantity of 427SY to 590SY. This was due to the increase in total paving to remove a dip in the existing road on Parkview, in order to increase driver comfort. By increasing the amount of paving, the contractor was able to remove the dip, and improve the route.

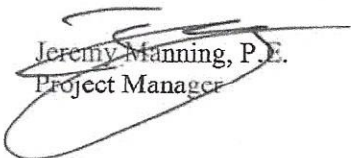
Next, the amount of substructure concrete was increased due to differing conditions of the rock below surface. We did core the site to determine where rock elevation was prior to design. However, upon excavation, we determined that the rock surface was very broken, and increased in total depth across the length of each bent. This required the total depth of the footings to increase.

Next, the total amount of rock blanket was decreased from design quantity. While placing the rip-rap, we determined in the field that all of the rock was not needed, and would result in partial constriction of the channel. Therefore, our inspector worked with the contractor in the field to place the required amount of slope-protection that would accommodate the field conditions.

Finally, the amount of stone veneer was increased to accommodate an error in the original bid quantities. A portion of the error was taken away by stair-stepping the elevation of stone veneer that is below grade, and not visible. However, additional stone was required to complete the bridge as shown on the plans. This value was increased from 1690SF to 2041SF. Attached is the signed change order.

If you have any questions or comments, please contact me or our Engineering Manager, William Cobb at (573) 785-9621.

Sincerely,

  
Jeremy Manning, P.E.  
Project Manager

SMITH & CO.  
ENGINEERS

**CHANGE ORDER**

SHEET NO. 1 OF 1

CHANGE ORDER NO. 1

TO Putz Construction CONTRACTOR  
 YOU ARE HEREBY DIRECTED TO MAKE THE FOLLOWING CHANGES FROM THE CONTRACT.

OWNER Jackson  
 ROUTE Hubble Ford  
 PROJECT Hubble Ford Bridge  
 JOB NO. S&C # P200227  
 MoDOT # NA

## 1. DESCRIPTION AND REASON FOR CHANGE: (ATTACH SUPPLEMENTAL SHEETS IF REQUIRED)

This change order is required due to differing field conditions in regards to rock elevation and irregularities. Additional substructure concrete was required in order to key the footings into the proposed elevation. This was due to more rock variances than expected, and more fractured rock that required removal. Also, this change order is required in order to extend the length of paving. After meeting with the City Engineers, and the contractor, it was determined that extending the asphalt paving was a cost-effective step to improve the route. Finally, this change order is required to increase the amount of stone veneer. This is due to measurement differences in the field as opposed to the original plan quantity.

## 2. ESTIMATE OF COST OF WORK AFFECTED BY THIS CHANGE ORDER

[A] EST. LINE NO.	[B] CONTRACT ITEM NO.	[C] ITEM DESCRIPTION	[D] UNITS PREVIOUSLY PROVIDED FOR	[E] UNITS TO BE CONSTRUCTED	[F] UNITS OVERRUN UNDERRUN CONTINGENT	[G] CONTRACT OR AGREED UNIT PRICE	[H] AMOUNT OF OVERRUN OR PLUS CONTINGENT	[I] AMOUNT OF UNDERRUN OR MINUS CONTINGENT
1	5	Type 1 Aggregate Base	427	590.00	163.00	\$16.00	\$2,608.00	\$0.00
2	6	Asphalt Paving	427	590.00	163.00	\$55.00	\$8,965.00	\$0.00
3	8	Type II Rock Blanket	435	398.00	-37.00	\$50.00	\$0.00	-\$1,850.00
4	13	Class B-1 Concrete (substructure)	108	145.75	37.75	\$796.00	\$30,049.00	\$0.00
5	19	4" Stone Veneer	1690	2,041.00	351.00	\$66.50	\$23,341.50	\$0.00
TOTALS							\$64,963.50	-\$1,850.00

## 3. SETTLEMENT OF COST OF THE ABOVE CHANGE TO BE MADE AT CONTRACT UNIT PRICES, EXCEPT AS NOTED:

1. CONTRACT AMOUNT	\$549,538.50
2. OVERRUN THIS ORDER	\$63,113.50
3. OVERRUN PREVIOUS [LINE 4 ON PREV. ORDERS]	\$0.00
4. TOTAL OVERRUN TO DATE [2 + 3]	\$63,113.50
5. TOTAL [1 + 4]	\$612,652.00

THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO.

*Mahel Putz* 8-10-22  
 CONTRACTOR

DATE

SMITH &amp; CO.

DATE

8/10/22

SUBMITTED JACKSON ENGINEER

DATE

MAYOR CITY OF JACKSON

DATE





# City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: August 10, 2022

RE: N. High St. (HWY 61) and Deerwood Dr. Roundabout MoDOT LPA  
Engineering Services Contract

During the August 1, 2022 regular session of the Mayor and Board of Aldermen meeting, the Board passed a motion approving Task Order No 22-15 to Lochmueller Group to provide engineering services under the Roundabout Project at North High Street and Deerwood Drive. Staff has since moved forward with obtaining the necessary approvals from MoDOT to proceed with the design of the project. Unlike previous projects with MoDOT, this project will be following the Local Public Agency (LPA) Policy. The LPA Policy includes approving an Engineering Services Contract utilizing MoDOT templates. The template has been attached for your reference. Staff is working with City Attorney Curt Poore to ensure that the required template is in line with City Policy. Once the LPA Contract has been cleared through City Attorney Poore and MoDOT, Staff will present the document to the Mayor and Board of Aldermen for approval.

SPONSOR: \_\_\_\_\_  
 LOCATION: \_\_\_\_\_  
 PROJECT: \_\_\_\_\_

**[DRAFTER'S NOTE – Delete DRAFTER'S NOTE prior to contract execution]**

Verify that the project number and location are correct for the contract

*THIS CONTRACT* is between (*Organization Name*), Missouri, hereinafter referred to as the "Local Agency", and (*name and address of consulting firm*), hereinafter referred to as the "Engineer".

*INASMUCH* as funds have been made available by the Federal Highway Administration through its (*Indicate Appropriate Federal Program*), coordinated through the Missouri Department of Transportation, the Local Agency intends to (*specify improvement*)\_\_\_\_\_ and requires professional engineering services. The Engineer will provide the Local Agency with professional services hereinafter detailed for the planning, design and construction inspection of the desired improvements and the Local Agency will pay the Engineer as provided in this contract. It is mutually agreed as follows:

**[DRAFTER'S NOTE – Delete DRAFTER'S NOTE prior to contract execution]**

Develop the Scope of Services for project.

**ARTICLE I – SCOPE OF SERVICES**

**Insert or refer to Attachment A for the Scope of Service specific to this project. The Scope of Service should include PE and/or CE professional services. If scope of services is inserted here, please place the phrase “See ARTICLE I – SCOPE OF SERVICES” in attachment A. If scope of services is shown in Attachment A and not in ARTICLE I, please place the phrase “See Attachment A” here under this article.**

**ARTICLE II - DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:**

**[DRAFTER'S NOTE – Delete DRAFTER'S NOTE prior to contract execution]**

Insert the DBE Goal and DBE firm(s) information]

- A. DBE Goal: The following DBE goal has been established for this Agreement. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is \_\_\_\_% of the total Agreement dollar value.
- B. DBE Participation Obtained by Engineer: The Engineer has obtained DBE participation, and agrees to use DBE firms to complete, \_\_\_\_% of the total services to be performed under this Agreement, by dollar value. The DBE firms which the Engineer shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING <u>ADDRESS</u>	TYPE OF DBE <u>SERVICE</u>	TOTAL \$ VALUE OF THE DBE <u>SUBCONTRACT</u>	CONTRACT \$ AMOUNT TO APPLY TO TOTAL <u>DBE GOAL</u>	PERCENTAGE OF SUBCONTRACT DOLLAR VALUE APPLICABLE TO <u>TOTAL GOAL</u>
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### ARTICLE III-ADDITIONAL SERVICES

The Local Agency reserves the right to request additional work, and changed or unforeseen conditions may require changes and work beyond the scope of this contract. In this event, a supplement to this agreement shall be executed and submitted for the approval of MoDOT prior to performing the additional or changed work or incurring any additional cost thereof. Any change in compensation will be covered in the supplement.

### ARTICLE IV - RESPONSIBILITIES OF LOCAL AGENCY

The Local Agency will cooperate fully with the Engineer in the development of the project, including the following:

- A. make available all information pertaining to the project which may be in the possession of the Local Agency;
- B. provide the Engineer with the Local Agency's requirements for the project;
- C. make provisions for the Engineer to enter upon property at the project site for the performance of his duties;
- D. examine all studies and layouts developed by the Engineer, obtain reviews by MoDOT, and render decisions thereon in a prompt manner so as not to delay the Engineer;
- E. designate a Local Agency's employee to act as Local Agency's Person in Responsible Charge under this contract, such person shall have authority to transmit instructions, interpret the Local Agency's policies and render decisions with respect to matters covered by this agreement (see EPG 136.3);
- F. perform appraisals and appraisal review, negotiate with property owners and otherwise provide all services in connection with acquiring all right-of-way needed to construct this project.

## ARTICLE V - PERIOD OF SERVICE

**[DRAFTER'S NOTE: Delete DRAFTER'S NOTE prior to contract execution**

**Completion dates shall be in month/day/year – calendar days are not acceptable]**

The Engineer will commence work within two weeks after receiving notice to proceed from the Local Agency. The general phases of work will be completed in accordance with the following schedule:

- A. PS&E Approval by MODOT shall be completed on **(calendar date – not days)**
- B. Construction Phase shall be completed 60 days after construction final completion schedule.

The Local Agency will grant time extensions for delays due to unforeseeable causes beyond the control of and without fault or negligence of the Engineer. Requests for extensions of time shall be made in writing by the Engineer, before that phase of work is scheduled to be completed, stating fully the events giving rise to the request and justification for the time extension requested.

## ARTICLE VI – STANDARDS

The Engineer shall be responsible for working with the Local Agency in determining the appropriate design parameters and construction specifications for the project using good engineering judgment based on the specific site conditions, Local Agency needs, and guidance provided in the most current version of EPG 136 LPA Policy. If the project is on the state highway system or is a bridge project, then the latest version of MoDOT's Engineering Policy Guide (EPG) and Missouri Standard Specifications for Highway Construction shall be used (see EPG 136.7). The project plans must also be in compliance with the latest ADA (Americans with Disabilities Act) Regulations.

## ARTICLE VII - COMPENSATION

For services provided under this contract, the Local Agency will compensate the Engineer as follows:

- A. For design services, including work through the construction contract award stage, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$\_\_\_\_\_, with a ceiling established for said design services in the amount of \$\_\_\_\_\_, which amount shall not be exceeded.

**[DRAFTER'S NOTE: Delete DRAFTER'S NOTE prior to contract execution**

**Does the fixed fee and contract amount match attached cost estimate? Retainage is not allowed]**

- B. For construction inspection services, the Local Agency will pay the Engineer the actual costs incurred plus a predetermined fixed fee of \$\_\_\_\_\_, with a ceiling established for said inspection services in the amount of \$\_\_\_\_\_, which amount shall not be exceeded.

**[DRAFTER'S NOTE: Delete DRAFTER'S NOTE prior to contract execution**

**Does the fixed fee and contract amount match attached cost estimate? Retainage is not allowed]**

- C. The compensation outlined above has been derived from estimates of cost which are detailed in Attachment B. Any major changes in work, extra work, exceeding of the contract ceiling, or change in the predetermined fixed fee will require a supplement to this contract, as covered in Article III - ADDITIONAL SERVICES.
- D. Actual costs in Sections A and B above are defined as:

**[DRAFTER'S NOTE: Delete DRAFTER'S NOTE prior to contract execution  
Firm's must use the MoDOT accepted provisional overhead rates in this section and the rates must be used in the cost estimates]**

1. Actual payroll salaries paid to employees for time that they are productively engaged in work covered by this contract, plus
  2. An amount calculated at \_\_\_\_% of actual salaries in Item 1 above for payroll additives, including payroll taxes, holiday and vacation pay, sick leave pay, insurance benefits, retirement and incentive pay, plus
  3. An amount calculated at \_\_\_\_% of actual salaries in Item 1 above for general administrative overhead, based on the Engineer's system for allocating indirect costs in accordance with sound accounting principles and business practice, plus
  4. Other costs directly attributable to the project but not included in the above overhead, such as vehicle mileage, meals and lodging, printing, surveying expendables, and computer time, plus
  5. Project costs incurred by others on a subcontract basis, said costs to be passed through the Engineer on the basis of reasonable and actual cost as invoiced by the subcontractors.
- E. The rates shown for additives and overhead in Sections VII. D.2 and VII. D.3 above are the established Engineer's overhead rate accepted at the time of contract execution and shall be utilized throughout the life of this contract for billing purposes.
- F. The payment of costs under this contract will be limited to costs which are allowable under 23 CFR 172 and 48 CFR 31.
- G. **METHOD OF PAYMENT** - Partial payments for work satisfactorily completed will be made to the Engineer upon receipt of itemized invoices by the Local Agency. Invoices will be submitted no more frequently than once every two weeks and must be submitted monthly for invoices greater than \$10,000. A pro-rated portion of the fixed fee will be paid with each invoice. Upon receipt of the invoice and progress report, the Local Agency will, as soon as practical, but not later than 45 days from receipt, pay the Engineer for the services rendered, including the proportion of the fixed fee earned as reflected by the estimate of the portion of the services completed as shown by the progress report, less partial payments previously made. A late payment charge of one and one half percent (1.5%) per month shall

be assessed for those invoiced amount not paid, through no fault of the Engineer, within 45 days after the Local Agency's receipt of the Engineer's invoice. The Local Agency will not be liable for the late payment charge on any invoice which requests payment for costs which exceed the proportion of the maximum amount payable earned as reflected by the estimate of the portion of the services completed, as shown by the progress report. The payment, other than the fixed fee, will be subject to final audit of actual expenses during the period of the Agreement.

- H. **PROPERTY ACCOUNTABILITY** - If it becomes necessary to acquire any specialized equipment for the performance of this contract, appropriate credit will be given for any residual value of said equipment after completion of usage of the equipment.

## ARTICLE VIII - COVENANT AGAINST CONTINGENT FEES

The Engineer warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Engineer, to solicit or secure this agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the Local Agency shall have the right to annul this agreement without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee, plus reasonable attorney's fees.

## ARTICLE IX - SUBLETTING, ASSIGNMENT OR TRANSFER

No portion of the work covered by this contract, except as provided herein, shall be sublet or transferred without the written consent of the Local Agency. The subletting of the work shall in no way relieve the Engineer of his primary responsibility for the quality and performance of the work. It is the intention of the Engineer to engage subcontractors for the purposes of: *(list sub-consultant(s) and services, such as surveying, foundation borings and tests, abstracts of title, archaeological studies, material testing).*

Sub-Consultant Name	Address	Services
---------------------	---------	----------

### **[DRAFTER'S NOTE: Delete DRAFTER'S NOTE prior to contract execution**

Insert all sub-consultants here and obtain the Management Representation and Certification form from the prime and sub-consultants not listed in the Approved Annual Financial Pre-Qualification List. The FHWA Order requires contractor certification of the cost used to establish indirect cost rates in accordance with the applicable cost principles contained in the Federal Acquisition Regulations for engineering and design-related service contracts funded with Federal-aid highway program funding and administered by state departments of transportation, local public agencies, and other grantees. If the firm uses an overhead rate to bill, the Management Representation Certification is required.

## ARTICLE X - PROFESSIONAL ENDORSEMENT

All plans, specifications and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the Professional Engineer endorsing the work. By signing and sealing the PS&E submittals the Engineer of Record will be representing to MoDOT that the design is meeting the intent of the federal aid programs.

## **ARTICLE XI - RETENTION OF RECORDS**

The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records and other records pertaining to this contract and to the project covered by this contract, for a period of not less than three years following final payment by FHWA. Said records shall be made available for inspection by authorized representatives of the Local Agency, MoDOT or the federal government during regular working hours at the Engineer's place of business.

## **ARTICLE XII - OWNERSHIP OF DOCUMENTS**

Plans, tracings, maps and specifications prepared under this contract shall be delivered to and become the property of the Local Agency upon termination or completion of work. Basic survey notes, design computations and other data prepared under this contract shall be made available to the Local Agency upon request. All such information produced under this contract shall be available for use by the Local Agency without restriction or limitation on its use. If the Local Agency incorporates any portion of the work into a project other than that for which it was performed, the Local Agency shall save the Engineer harmless from any claims and liabilities resulting from such use.

## **ARTICLE XIII – SUSPENSION OR TERMINATION OF AGREEMENT**

- A. The Local Agency may, without being in breach hereof, suspend or terminate the Engineer's services under this Agreement, or any part of them, for cause or for the convenience of the Local Agency, upon giving to the Engineer at least fifteen (15) days' prior written notice of the effective date thereof. The Engineer shall not accelerate performance of services during the fifteen (15) day period without the express written request of the Local Agency.
- B. Should the Agreement be suspended or terminated for the convenience of the Local Agency, the Local Agency will pay to the Engineer its costs as set forth in Attachment B including actual hours expended prior to such suspension or termination and direct costs as defined in this Agreement for services performed by the Engineer, a proportional amount of the fixed fee based upon an estimated percentage of Agreement completion, plus reasonable costs incurred by the Engineer in suspending or terminating the services. The payment will make no other allowances for damages or anticipated fees or profits. In the event of a suspension of the services, the Engineer's compensation and schedule for performance of services hereunder shall be equitably adjusted upon resumption of performance of the services.
- C. The Engineer shall remain liable to the Local Agency for any claims or damages occasioned by any failure, default, or negligent errors and/or omission in carrying out the provisions of this Agreement during its life, including those giving rise to a termination for non-



performance or breach by Engineer. This liability shall survive and shall not be waived, or estopped by final payment under this Agreement.

- D. The Engineer shall not be liable for any errors or omissions contained in deliverables which are incomplete as a result of a suspension or termination where the Engineer is deprived of the opportunity to complete the Engineer's services.
- E. Upon the occurrence of any of the following events, the Engineer may suspend performance hereunder by giving the Local Agency 30 days advance written notice and may continue such suspension until the condition is satisfactorily remedied by the Local Agency. In the event the condition is not remedied within 120 days of the Engineer's original notice, the Engineer may terminate this agreement.
  - 1. Receipt of written notice from the Local Agency that funds are no longer available to continue performance.
  - 2. The Local Agency's persistent failure to make payment to the Engineer in a timely manner.
  - 3. Any material contract breach by the Local Agency.

#### **ARTICLE XIV - DECISIONS UNDER THIS CONTRACT**

The Local Agency will determine the acceptability of work performed under this contract, and will decide all questions which may arise concerning the project. The Local Agency's decision shall be final and conclusive.

#### **ARTICLE XV - SUCCESSORS AND ASSIGNS**

The Local Agency and the Engineer agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE XVI - COMPLIANCE WITH LAWS**

The Engineer shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the work, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.) and non-discrimination clauses incorporated herein, and shall procure all licenses and permits necessary for the fulfillment of obligations under this contract.

#### **ARTICLE XVII - RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The Engineer agrees to save harmless the Local Agency, MoDOT and FHWA from all claims and liability due to his negligent acts or the negligent acts of his employees, agents or subcontractors.

## ARTICLE XVIII - NONDISCRIMINATION

The Engineer, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors. The Engineer will comply with state and federal related to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d, 2000e), as well as with any applicable titles of the Americans with Disabilities Act (42 U.S.C. 12101, et seq.). More specifically, the Engineer will comply with the regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation, as contained in 49 CFR 21 through Appendix H and 23 CFR 710.405 which are herein incorporated by reference and made a part of this contract. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Engineer's obligations under this contract and the regulations relative to non-discrimination on the ground of color, race or national origin.

## ARTICLE XIX – LOBBY CERTIFICATION

CERTIFICATION ON LOBBYING: Since federal funds are being used for this agreement, the Engineer's signature on this agreement constitutes the execution of all certifications on lobbying which are required by 49 C.F.R. Part 20 including Appendix A and B to Part 20. Engineer agrees to abide by all certification or disclosure requirements in 49 C.F.R. Part 20 which are incorporated herein by reference.

## ARTICLE XX – INSURANCE

**[DRAFTER'S NOTE: Delete DRAFTER'S NOTE prior to contract execution**

The below language regarding insurance is not required but is suggested as a best practice, the language below may be modified without MoDOT approval]

- A. The Engineer shall maintain commercial general liability, automobile liability, and worker's compensation and employer's liability insurance in full force and effect to protect the Engineer from claims under Worker's Compensation Acts, claims for damages for personal injury or death, and for damages to property arising from the negligent acts, errors, or omissions of the Engineer and its employees, agents, and Subconsultants in the performance of the services covered by this Agreement, including, without limitation, risks insured against in commercial general liability policies.
- B. The Engineer shall also maintain professional liability insurance to protect the Engineer against the negligent acts, errors, or omissions of the Engineer and those for whom it is legally responsible, arising out of the performance of professional services under this Agreement.
- C. The Engineer's insurance coverage shall be for not less than the following limits of liability:
  1. Commercial General Liability: \$500,000 per person up to \$3,000,000 per occurrence;

2. Automobile Liability: \$500,000 per person up to \$3,000,000 per occurrence;
  3. Worker's Compensation in accordance with the statutory limits; and Employer's Liability: \$1,000,000; and
  4. Professional ("Errors and Omissions") Liability: \$1,000,000, each claim and in the annual aggregate.
- D. The Engineer shall, upon request at any time, provide the Local Agency with certificates of insurance evidencing the Engineer's commercial general or professional liability ("Errors and Omissions") policies and evidencing that they and all other required insurance are in effect as to the services under this Agreement.
- E. Any insurance policy required as specified in (ARTICLE XX) shall be written by a company which is incorporated in the United States of America or is based in the United States of America. Each insurance policy must be issued by a company authorized to issue such insurance in the State of Missouri.

## ARTICLE XXI - ATTACHMENTS

The following exhibits are attached hereto and are hereby made part of this contract:

Attachment A – Scope of Service

Attachment B - Estimate of Cost

Attachment C - Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions.

Attachment D - Certification Regarding Debarment, Suspension, and Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions.

Attachment E – DBE Contract Provisions

Attachment F – Fig. 136.4.15 Conflict of Interest Disclosure Form

Executed by the Engineer this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Executed by the County/City this \_\_ day of \_\_\_\_\_, 20\_\_.

**FOR:** \_\_\_\_\_ **COUNTY/CITY, MISSOURI**  
County Commission

**BY:** \_\_\_\_\_  
Presiding Commissioner

**ATTEST:** \_\_\_\_\_  
County Clerk

**FOR:** \_\_\_\_\_, **INC.**

**BY:** \_\_\_\_\_  
Title

**ATTEST:** \_\_\_\_\_

I hereby certify under Section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the Treasury, to the credit of the fund from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
COUNTY ACCOUNTING OFFICER  
COUNTY AUDITOR - 1st and 2nd Class Counties  
COUNTY CLERK - 3rd and 4th Class Counties

## **ATTACHMENT A**

### **Scope of Services**

[INSERT SCOPE OF SERVICES]

## ATTACHMENT B

## ESTIMATE OF COST

## DESIGN PHASE

	<u>Hours</u>	<u>Rate (Salary Only)</u>	<u>Cost</u>
<i>Surveying</i>			
Registered Land Surveyor	_____	_____	_____
Rodman	_____	_____	_____
<i>Preliminary Design</i>			
Partner	_____	_____	_____
Engineer	_____	_____	_____
Technician	_____	_____	_____
<i>Final Design</i>			
Partner	_____	_____	_____
Engineer	_____	_____	_____
Technician	_____	_____	_____
Typist	_____	_____	_____
SUBTOTAL	_____	_____	_____

*[DRAFTER's NOTE: do the Hours x Rate = cost?  
Are the subtotal added correctly?]*

*[DRAFTER's NOTE: the overhead rate listed must be the accepted provisional overhead rate determined by MoDOT through the annual financial pre-qualification process]*

Payroll Overhead (Est. at \_\_\_\_% X SUBTOTAL)) \_\_\_\_\_

General and Admin. Overhead (Est. at \_\_\_\_% X SUBTOTAL)) \_\_\_\_\_

TOTAL LABOR & OVERHEAD \_\_\_\_\_

Fixed Fee(Percent X TOTAL LABOR & OVERHEAD) \_\_\_\_\_

TOTAL LABOR, OVERHEAD & FIXED FEE \_\_\_\_\_

*Other Direct Costs*

Travel, \_\_\_\_ trips @ \_\_\_\_ miles X \_\_\_\_ IRS Rate \_\_\_\_\_

Per Diem (cannot exceed maximum per diem rates per Federal Travel Regulations) \_\_\_\_\_

Computer Time \_\_\_\_\_

Printing \_\_\_\_\_

*[DRAFTER's NOTE: If the sub-consultant(s) cost are close to \$25,000, they must develop a cost plus fixed fee breakout of those costs and if not pre-qualified, include documentation to support the overhead rate used in the cost estimate.]*

*Subcontract Pass-Through Costs (Identify by Name \*\*indicates DBE firm(s))*

Surveying \_\_\_\_\_

Borings \_\_\_\_\_

Archaeological Study \_\_\_\_\_

SUBTOTAL DIRECT COSTS	_____	_____	_____
<b>TOTAL FOR DESIGN PHASE</b>			_____

**CONSTRUCTION PHASE**

	<u>Hours</u>	<u>Rate</u> <u>(Salary Only)</u>	<u>Cost</u>
<i>Engineer Inspector</i>	_____	_____	_____
SUBTOTAL			_____

*[DRAFTER's NOTE: do the Hours x Rate = cost?  
Are the subtotal added correctly?]*

*[DRAFTER's NOTE: the overhead rate listed must be the accepted provisional overhead rate determined by MoDOT through the annual financial pre-qualification process]*

*Payroll Overhead (Est. at \_\_\_\_\_% X SUBTOTAL))*

\_\_\_\_\_

*General and Admin. Overhead (Est. at \_\_\_\_\_% X SUBTOTAL))*

\_\_\_\_\_

TOTAL LABOR & OVERHEAD

\_\_\_\_\_

*Fixed Fee (Percent X TOTAL LABOR & OVERHEAD)*

\_\_\_\_\_

TOTAL LABOR, OVERHEAD AND FIXED FEE

\_\_\_\_\_

*Other Direct Costs*

Travel, \_\_\_\_ trips @ \_\_\_\_\_ miles X \_\_\_\_\_ IRS Rate

\_\_\_\_\_

Per Diem (cannot exceed the maximum per diem rates in effect at the time of

\_\_\_\_\_

Travel as set forth in the Federal Travel Regulations)

\_\_\_\_\_

Lab Testing Fees

\_\_\_\_\_

*[DRAFTER's NOTE: If the sub-consultant(s) cost are close to \$25,000, they must develop a cost plus fixed fee breakout of those costs and if not pre-qualified, include documentation to support the overhead rate used in the cost estimate.]*

*Subcontract Pass-Through Costs (Identify by Name \*\*indicates DBE firm(s))*

SUBTOTAL DIRECT COSTS

\_\_\_\_\_

**TOTAL FOR CONSTRUCTION PHASE**

\_\_\_\_\_

*[DRAFTER's NOTE: the overhead rate listed must be the accepted provisional overhead rate determined by MoDOT through the annual financial pre-qualification process]*



## ATTACHMENT C

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction" provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded

from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to check the Nonprocurement List at the Excluded Parties List System.

<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters -Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## ATTACHMENT D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

#### INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List at the Excluded Parties List System.  
<https://www.epls.gov/eplsearch.do?page=A&status=current&agency=69#A>.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## Attachment E

### Disadvantage Business Enterprise Contract Provisions

1. Policy: It is the policy of the U.S. Department of Transportation and the Local Agency that businesses owned by socially and economically disadvantaged individuals (DBE's) as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Thus, the requirements of 49 C.F.R. Part 26 and Section 1101(b) of the Transportation Equity Act for the 21st Century (TEA-21) apply to this Agreement.

2. Obligation of the Engineer to DBE's: The Engineer agrees to assure that DBEs have the maximum opportunity to participate in the performance of this Agreement and any subconsultant agreement financed in whole or in part with federal funds. In this regard the Engineer shall take all necessary and reasonable steps to assure that DBEs have the maximum opportunity to compete for and perform services. The Engineer shall not discriminate on the basis of race, color, religion, creed, disability, sex, age, or national origin in the performance of this Agreement or in the award of any subsequent subconsultant agreement.

3. Geographic Area for Solicitation of DBEs: The Engineer shall seek DBEs in the same geographic area in which the solicitation for other subconsultants is made. If the Engineer cannot meet the DBE goal using DBEs from that geographic area, the Engineer shall, as a part of the effort to meet the goal, expand the search to a reasonably wider geographic area.

4. Determination of Participation Toward Meeting the DBE Goal: DBE participation shall be counted toward meeting the goal as follows:

A. Once a firm is determined to be a certified DBE, the total dollar value of the subconsultant agreement awarded to that DBE is counted toward the DBE goal set forth above.

B. The Engineer may count toward the DBE goal a portion of the total dollar value of a subconsultant agreement with a joint venture eligible under the DBE standards, equal to the percentage of the ownership and control of the DBE partner in the joint venture.

C. The Engineer may count toward the DBE goal expenditures to DBEs who perform a commercially useful function in the completion of services required in this Agreement. A DBE is considered to perform a commercially useful function when the DBE is responsible for the execution of a distinct element of the services specified in the Agreement and the carrying out of those responsibilities by actually performing, managing and supervising the services involved and providing the desired product.

D. A Engineer may count toward the DBE goal its expenditures to DBE firms consisting of fees or commissions charged for providing a bona fide service, such as professional, technical, consultant, or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of this Agreement, provided that the fee or commission is determined by MoDOT's External Civil Rights Division to be reasonable and not excessive as compared with fees customarily allowed for similar services.

E. The Engineer is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals.

5. Replacement of DBE Subconsultants: The Engineer shall make good faith efforts to replace a DBE Subconsultant, who is unable to perform satisfactorily, with another DBE Subconsultant. Replacement firms must be approved by MoDOT's External Civil Rights Division.

6. Verification of DBE Participation: Prior to final payment by the Local Agency, the Engineer shall file a list with the Local Agency showing the DBEs used and the services performed. The list shall show the actual dollar amount paid to each DBE that is applicable to the percentage participation established in this Agreement. Failure on the part of the Engineer to achieve the DBE participation specified in this Agreement may result in sanctions being imposed on the Commission for noncompliance with 49 C.F.R. Part 26 and/or Section 1101(b) of TEA-21. If the total DBE participation is less than the goal amount stated by the MoDOT's External Civil Rights Division, liquidated damages may be assessed to the Engineer.

Therefore, in order to liquidate such damages, the monetary difference between the amount of the DBE goal dollar amount and the amount actually paid to the DBEs for performing a commercially useful function will be deducted from the Engineer's payments as liquidated damages. If this Agreement is awarded with less than the goal amount stated above by MoDOT's External Civil Rights Division, that lesser amount shall become the goal amount and shall be used to determine liquidated damages. No such deduction will be made when, for reasons beyond the control of the Engineer, the DBE goal amount is not met.

7. Documentation of Good Faith Efforts to Meet the DBE Goal: The Agreement goal is established by MoDOT's External Civil Rights Division. The Engineer must document the good faith efforts it made to achieve that DBE goal, if the agreed percentage specified is less than the percentage stated. The Good Faith Efforts documentation shall illustrate reasonable efforts to obtain DBE Participation. Good faith efforts to meet this DBE goal amount may include such items as, but are not limited to, the following:

A. Attended a meeting scheduled by the Department to inform DBEs of contracting or consulting opportunities.

B. Advertised in general circulation trade association and socially and economically disadvantaged business directed media concerning DBE subcontracting opportunities.

C. Provided written notices to a reasonable number of specific DBEs that their interest in a subconsultant agreement is solicited in sufficient time to allow the DBEs to participate effectively.

D. Followed up on initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in subconsulting work for this Agreement.

E. Selected portions of the services to be performed by DBEs in order to increase the likelihood of meeting the DBE goal (including, where appropriate, breaking down subconsultant agreements into economically feasible units to facilitate DBE participation).

F. Provided interested DBEs with adequate information about plans, specifications and requirements of this Agreement.

G. Negotiated in good faith with interested DBEs, and not rejecting DBEs as unqualified without sound reasons, based on a thorough investigation of their capabilities.

H. Made efforts to assist interested DBEs in obtaining any bonding, lines of credit or insurance required by the Commission or by the Engineer.

I. Made effective use of the services of available disadvantaged business organizations, minority contractors' groups, disadvantaged business assistance offices, and other



organizations that provide assistance in the recruitment and placement of DBE firms.

8. Good Faith Efforts to Obtain DBE Participation: If the Engineer's agreed DBE goal amount as specified is less than the established DBE goal given, then the Engineer certifies that good faith efforts were taken by Engineer in an attempt to obtain the level of DBE participation set by MoDOT's External Civil Rights.

**Attachment F – Fig. 136.4.15**  
**Conflict of Interest Disclosure Form for LPA/Consultants**  
 Local Federal-aid Transportation Projects

**Firm Name (Consultant):**

**Project Owner (LPA):**

**Project Name:**

**Project Number:**

As the LPA and/or consultant for the above local federal-aid transportation project, I have:

1. Reviewed the conflict of interest information found in Missouri's Local Public Agency Manual (EPG 136.4)
2. Reviewed the Conflict of Interest laws, including 23 CFR § 1.33, 49 CFR 18.36.

And, to the best of my knowledge, determined that, for myself, any owner, partner or employee, with my firm or any of my sub-consulting firms providing services for this project, including family members and personal interests of the above persons, there are:

☐ No real or potential conflicts of interest  
 If no conflicts have been identified, complete and sign this form and submit to LPA

☐ Real conflicts of interest or the potential for conflicts of interest  
 If a real or potential conflict has been identified, describe on an attached sheet the nature of the conflict, and provide a detailed description of Consultant's proposed mitigation measures (if possible). Complete and sign this form and send it, along with all attachments, to the appropriate MoDOT District Representative, along with the executed engineering services contract.

LPA

Consultant

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: August 10, 2022

RE: TEAP Grant Application

MoDOT recently announced the availability of funding through the Traffic Engineering Assistance Program (TEAP). TEAP funds allow local public agencies to receive engineering assistance for studying traffic engineering problems such as pedestrian safety. TEAP funds can cover up to 80% of a project cost, up to \$12,000. Staff is proposing to apply for TEAP funds for the study of Main Street from West Jackson Boulevard to Hope Street. The purpose of the study would be to identify possible solutions to improve the safety of pedestrians traveling along and crossing Main Street. In order to submit the application by the due date of September 23<sup>rd</sup>, 2022, a resolution would need to be passed at the September 6<sup>th</sup> Mayor and Board of Aldermen meeting.