



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN STUDY SESSION
Monday, October 02, 2023 at 6:20 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

DISCUSSION ITEMS


1. Employee medical insurance proposal
- [2.](#) Request to abandon the right of way of Royal Drive
3. Update on the Fire Station No. 1 Rehabilitation Project
- [4.](#) CivicPlus Supplementation for Code of Ordinances – Statement of Work
- [5.](#) Update on the East Jackson Boulevard Roadway Lighting Project
6. Discussion of previously tabled items (unspecified)
7. Additional items (unspecified)

Posted on 09/29/2023 at 4:00 P.M.



City of Jackson

MEMO TO: The Honorable Mayor Dwain Hahs and
Members of the Board of Aldermen

FROM: Rodney Bollinger, Director of Administrative Services 

DATE: September 28, 2023

SUBJECT: Request to abandon a portion of Royal Drive
Forest Acres Subdivision

Attached please find a letter and location map relative to the above referenced request for the abandonment of a portion of Royal Drive. The purpose of this memo is to relay the collective input received from City supervisors on the issue of this proposed abandonment.

Location:

The right of way is 40' wide and extends from the southern right of way line of Shady Ln. then in a southeasterly direction approximately 250' feet to the rear property line of 1145 Shady Ln., and there terminating.

Adjacent Property Owners:

There are five adjacent lot owners who will be impacted by the request. Their names and addresses are identified on the attached list.

Paper Street:

Royal Dr. is platted but undeveloped. This is an unimproved (paper) street in Forest Acres Subdivision which may or may not require the construction of roadway in the future.

Public Utilities:

No City-owned public utilities or infrastructure currently exist in this right of way, nor are any future public improvements planned at this time. If the Board decides to abandon, the City will need to retain actual described easements. If the City doesn't get actual easement locations

documented, it will be very difficult to track where property owners can and can't build when issuing building permits in the future.

City Attorney:

Generally, streets and rights of way are abandoned because the City determines that the continued use of the street is no longer needed. Article VI Section 25 of the Missouri Constitution reads;

“No county, city or other political corporation or subdivision of the state shall be authorized to lend its credit or grant public money or property to any private individual, association or corporation...”

If the Board determines that Royal Dr. has no use to the citizens and should be abandoned then it must either;

- determine that that tract of real estate has no monetary value or
- sell the land for fair market value.

Public Hearing:

The Board of Aldermen should first set a public hearing of the proposed abandonment and staff will send letters of notification to all adjacent property owners, along with the posting of a public notice in the local newspaper. This hearing should be set for Monday, November 6, at 6:00 p.m.

Summary:

Following due consideration of this information, staff supports the abandonment of the 40' wide right of way in question, but only after receiving public input at the upcoming public hearing. However, this support is conditional upon the City granting itself permanent utility easements in the same corridor to allow for future development of the vacant land to the south. If opposition is expressed at the hearing, the Board would need to take those public comments into consideration before rendering a final decision.

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

September 18, 2023

Dear City of Jackson Mayor and Board of Aldermen:

We are writing to express our views about the paper street located at the corner of Royal Drive and Shady Lane as an extension of Royal Drive. As you may know, a paper street is a street that appears on City maps but does not actually exist on the ground. In this case, the paper street is located between our properties at 1145 Shady Lane and 1203 Shady Lane. We are requesting that the city abandon this paper street.

The paper street has caused a number of concerns for us. The property cannot be fully treated as personal property by either of us because it technically belongs to the City. Despite this, each of us has invested thousands of dollars in upkeep and erosion control on the paper street, as it serves as the only driveway entrance to both homes. This maintenance will be an ongoing problem as watershed from the paved road erodes the gravel paper street, requiring regrading to fill in the ruts. Improvements to rectify this problem are not feasible since we do not own the property, therefore constant maintenance is required. Additionally, many people have driven down the paper street which dead ends at our driveways because it appears as a public, existing street. Recently, a very large recreational vehicle was nearly stuck in our driveway, and had to carefully navigate around our trees and vehicles to get back on the public roadway.

The paper street has no practical use or value to the community, and the rough terrain of the land behind our properties makes any future roadway quite impractical. It is heavily wooded, has steep hills, and has two ditches/gullies that flood during hard rains. It serves no purpose since the development of Warren Place has taken place. A much more feasible route is available by use of Easton Drive. If the City were to abandon this paper street, it would provide relief to us and would allow us to better utilize and maintain our properties. Any utility easements or access to existing easements could easily remain or be added. We would simply appreciate the ability to improve our properties' access and have quiet enjoyment of the property that provides access to our homes.

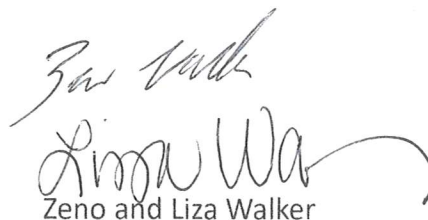
We are respectfully requesting that the City abandon this paper street. We believe this would be in the best interests of both us and the City, and it would help to alleviate the problems that we have been experiencing.

Thank you for your consideration of this matter.

Sincerely,



Chris and Kelly Kasten



Zeno and Liza Walker

Christopher and Kelly Kasten

1145 Shady Ln.

Jackson, Missouri 63755

Zeno and Liza Walker

1203 Shady Ln.

Jackson, Missouri 63755

Warren Place, LC

276 S. Mt. Auburn Rd.

Cape Girardeau, Missouri 63703

Lewis and Janice Ticer

1311 Apache Ave.

Jackson, Missouri 63755

Amy Phillips

1313 Apache Ave.

Jackson, Missouri 63755





Memo



To: Mayor and Board of Aldermen
From: Liza Walker, City Clerk/Treasurer
Date: Friday, September 29, 2023
Re: CivicPlus Supplementation for Code of Ordinances

Please see attached Statement of Work regarding changes to the City of Jackson's codification process.

CivicPlus has purchased Municode and is simplifying the supplementation fee structure. This change will benefit the City's budget forecasting by setting a flat annual rate based on historic average page count.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-43723-1

Date:

5/31/2023 10:16 AM

Customer:

JACKSON, MISSOURI

Product Name	DESCRIPTION	QTY
Full-Service Supplementation Subscription	Full Service Supplementation Subscription	1.00
Online Code Hosting Renewal	Online Code Hosting	1.00
Annual Recurring Supplement Services - Initial Term		USD 3,996.70

1. This Statement of Work ("SOW") is between City of Jackson ("Customer") and CivicPlus, LLC ("CivicPlus"), the acquirer and sole owner of Municode, LLC f/k/a Municipal Code Corporation, and incorporates and is subject to the terms and conditions located at Addendum 1 attached to this SOW.
2. This SOW shall begin on 11/1/2023 ("Effective Date") and all the services provided to Customer listed in the above line items (the "Services") shall align to renew annually on each anniversary of the Effective Date ("Renewal Date"). Unless terminated, Customer shall be invoiced for the Annual Recurring Services on each Renewal Date of each calendar year subject to 5% annual increase. Customer will pay all invoices within 30 days of the date of such invoice.

Acceptance

Item 4.

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:



Name:

Name:

Amy Vikander

Title:

Title:

Senior Vice President of Customer Success

Date:

Date:

This agreement ("Agreement") is explicitly agreed to by the Customer listed on the Statement of Work. All terms used in this Agreement that are not otherwise defined shall have the definition ascribed to it in the Statement of Work.

1. Scope of Services. The Services provided to Customer under this Agreement are set forth in the CivicPlus Statement of Work signed by the parties (the "SOW"). Customer may purchase additional services for additional cost at any time upon mutual written consent of the Parties, including but not limited to updating the frequency of Supplement updates, additional labor required because of delays, errors or omissions on the part of Customer.

2. Limitations of Services. Annual Recurring Supplement Service does NOT include:

a. Additional copies, reprints, binders and tab orders;

b. Documents drafted in InDesign or that contain form-based code requirements, are subject to additional editorial fees;

c. Legal work, creation of fee schedules, gender neutral review/implementation, external linking;

d. Codifying a newly adopted term change legislation. This may be subject to a one-time additional editorial fee. Material to be reviewed upon receipt;

e. Online Code hosting and online features, this is listed separately.

For services outside the scope of the Annual Recurring Supplement Services, a per page rate of \$23 will be applied.

3. Each document for processing should be its own individual file, named by its ordinance number. Customer should send in all documents to CivicPlus as MS WORD versions or a convertible PDF version.

4. Term and Termination. This Agreement shall remain in full and effect for an initial period of one year commencing on the Effective Date ("Initial Term"), at the end of the Initial Term, this Agreement shall automatically renew for additional one-year terms (each a "Renewal Term"). If either Party does not intend to renew this Agreement, they shall provide sixty days prior notice to the end of the then-current term. Either party may terminate this Agreement for cause in the event the other party materially breaches any term of this Agreement and does not substantially cure such breach within thirty days after receiving notice of such breach. A delinquent Customer account remaining past due for longer than 90 days is a material breach by Customer and is grounds for CivicPlus termination.

5. Compensation. Unless otherwise stated in an SOW signed by the Customer, the Customer shall pay CivicPlus for the Services annually at the start of each Renewal Term, within 30 days of the date an invoice is sent.

6. Integration. This Agreement sets forth the entire agreement between and among the parties with respect to the Services. This Agreement supersedes all prior written or oral agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Limitation of Liability. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed five times the amounts paid by Customer for the Services in the year prior to such claim of liability. In no event will CivicPlus be liable to Customer for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

8. Ownership. Customer shall own all right, title, and interest in and to the code created under this Agreement. Customer is responsible for providing all necessary and correct documentation, materials and communication in a timely manner in order to enable CivicPlus to perform the Services and acknowledges CivicPlus cannot begin performance of the Services until all necessary documentation, materials and communication is received.

9. Customer acknowledges that any legal analysis provided by CivicPlus is provided to Customer for their use and direction. However, Customer agrees the Services provided for herein do not review legal codes for legal sufficiency, draw legal conclusions, provide legal advice, opinions or recommendations about Customer's legal rights, remedies, defenses, options, selection of forms, or strategies, or apply the law to the facts of any particular situation or establish an attorney-Customer relationship. CivicPlus is not a law firm and may not perform services performed by an attorney, and the Services contemplated herein do not constitute a substitute for the advice or services of an attorney.

10. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, damage or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone**Emergency Contact & Mobile Phone****Emergency Contact & Mobile Phone****Billing Contact**

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

MEMO



To: Mayor and Board of Aldermen
From: Don Schuette
Date: Wednesday, September 27, 2023
Re: East Jackson Blvd. Lighting Project

Mayor and Board of Aldermen,

Attached, please find the design and preliminary layout for the East Jackson Blvd. Lighting Project. The limits shown on the layout are from approximately Kohfeld's to Aldi's. There will be 97 light poles and fixtures, and 4 control pedestals incorporated into this design. The number of poles and light fixtures have been reduced from 131 to 97 by utilizing a more efficient lighting fixture.

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

Thank you,

Don Schuette

Director of Electric Utilities

EAST JACKSON BOULEVARD ROADWAY LIGHTING PROJECT

JACKSON, MISSOURI

SHEET INDEX

COVER SHEET E0.0
DETAIL SHEET E1.0
LIGHTING PLAN E1.1 - E1.4



LOCATION MAP
NOT TO SCALE



UTILITY INFORMATION
THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN
ARE BASED ON ABOVE GROUND UTILITIES AND
LOCATIONS OF UNDERGROUND UTILITIES
MAY VARY FROM LOCATIONS SHOWN. ADDITIONAL
BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED.
NO EXCAVATIONS WERE MADE IN THE PROCESS OF THIS
SURVEY TO LOCATE BURIED UTILITIES/STRUCTURES.

UTILITY JURISDICTION

* WATER, ELECTRIC, SEWER
CITY OF JACKSON
PUBLIC WORKS DEPARTMENT
151 COURT ST
JACKSON, MO 63705
573-243-2300

* GAS
ATMOS ENERGY
2370 N HIGH ST
JACKSON, MO 63705
573-244-1448

* TELEPHONE
SOUTHWESTERN BELL TELEPHONE
800 BROADWAY
CAPE GIRARDEAU, MO 63701
573-338-4463

* CABLE TV
CHARTER COMMUNICATIONS
1620 N KINGSDOM HWY
CAPE GIRARDEAU, MO 63701
573-334-4225

* MISSOURI ONE-CALL
1-800-ONE-CALL

ENGINEER

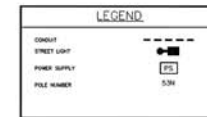


**STRICKLAND
ENGINEERING**

CIVIL MECHANICAL ELECTRICAL
ENGINEERING

LAND SURVEYING

113 WEST MAIN STREET
JACKSON, MISSOURI 63755
TEL: 573-243-4080
FAX: 573-243-2191



**EAST JACKSON BOULEVARD
ROADWAY LIGHTING PROJECT**

JACKSON, MISSOURI

113 WEST MAIN STREET
JACKSON, MISSOURI 63755
TEL: 573-243-4080
FAX: 573-243-2191

**STRICKLAND
ENGINEERING**

CIVIL - MECHANICAL - PLUMBING - ELECTRICAL ENGINEERING
LAND SURVEYING

DRAWING TITLE

**COVER
SHEET**

SCALE As Noted

DATE 9/25/2023

DRAWN BY SW/AW

JOB NO. 23-135

DRAWING NUMBER

E0.0

CONSECUTIVE NUMBER
OF





1 ROADWAY LIGHTING LAYOUT - SECTION 1
SCALE: 1" = 50'



2 ROADWAY LIGHTING LAYOUT - SECTION 2
SCALE: 1" = 50'

95% REVIEW SET
- 09/25/2023

REV	DESCRIPTION	DATE	REV	DESCRIPTION	DATE

EAST JACKSON BOULEVARD
ROADWAY LIGHTING PROJECT

JACKSON, MISSOURI

112 WEST MAIN STREET
JACKSON, MISSOURI 64305
PHONE: 573-622-2981
FAX: 573-622-2981

ASTRICKLAND
ENGINEERING

CIVIL - MECHANICAL - PLUMBING - ELECTRICAL ENGINEERING
LAND SURVEYING

DRAWING TITLE

LIGHTING
LAYOUT PLAN

SCALE As Noted
DATE 9/25/2023
DRAWN BY SW/AW
JOB NO. 23-135
DRAWING NUMBER **E1.1**

CONSECUTIVE NUMBER
OF



1
E1.2
ROADWAY LIGHTING LAYOUT - SECTION 3
SCALE: 1" = 50'



2
E1.2
ROADWAY LIGHTING LAYOUT - SECTION 4
SCALE: 1" = 50'

Item 5.

REV	DESCRIPTION	DATE	REV	DESCRIPTION	DATE

**EAST JACKSON BOULEVARD
ROADWAY LIGHTING PROJECT**

**STRICKLAND
ENGINEERING**

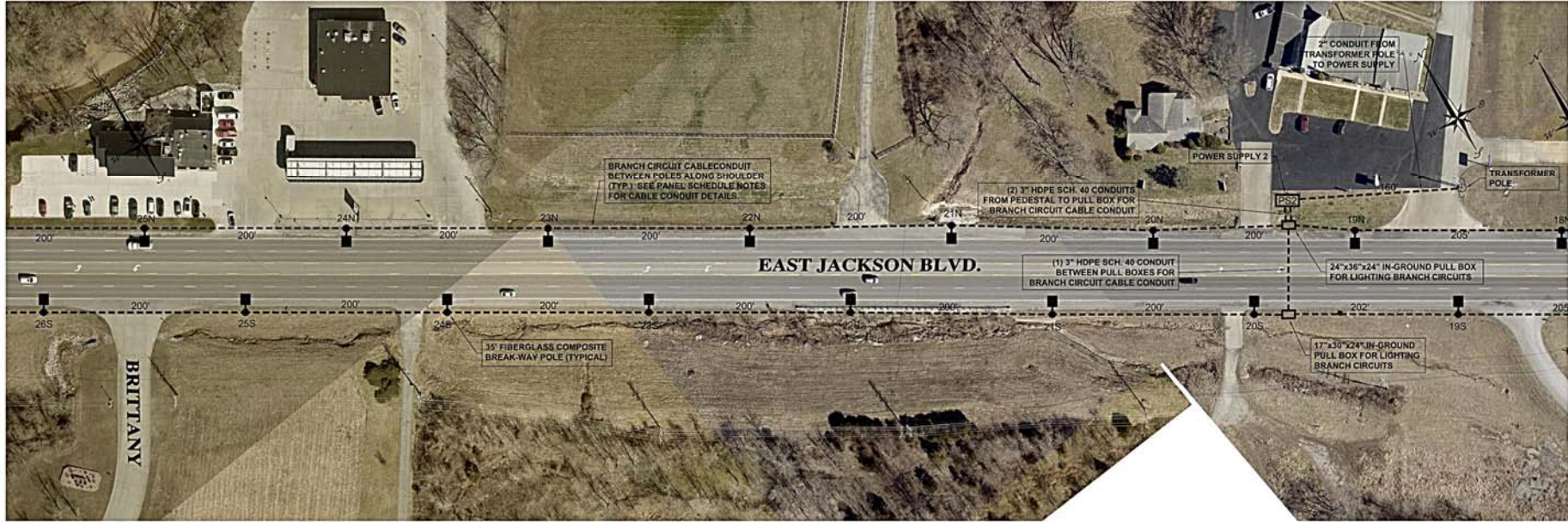
113 WEST MAIN STREET
JACKSON, MISSISSIPPI 39201
PHONE: 601-955-1234
FAX: 601-955-1234

CIVIL - MECHANICAL - PLUMBING - ELECTRICAL ENGINEERING
LAND SURVEYING

DRAWING TITLE
**LIGHTING
LAYOUT PLAN**

SCALE: As Noted
DATE: 9/25/2023
DRAWN BY: SW/AW
JOB NO.: 23-135
DRAWING NUMBER: **E1.2**

CONSECUTIVE NUMBER
OF



1 ROADWAY LIGHTING LAYOUT - SECTION 5
E1.3 SCALE: 1" = 50'



2 ROADWAY LIGHTING LAYOUT - SECTION 6
E1.3 SCALE: 1" = 50'

95% REVIEW SET - 09/25/2023			
REV	DESCRIPTION	DATE	BY

**EAST JACKSON BOULEVARD
ROADWAY LIGHTING PROJECT**
JACKSON, MISSOURI

**STRICKLAND
ENGINEERING**
113 WEST MAIN STREET
JACKSON, MISSOURI 63705
PHONE: 661-2200
FAX: 661-2201

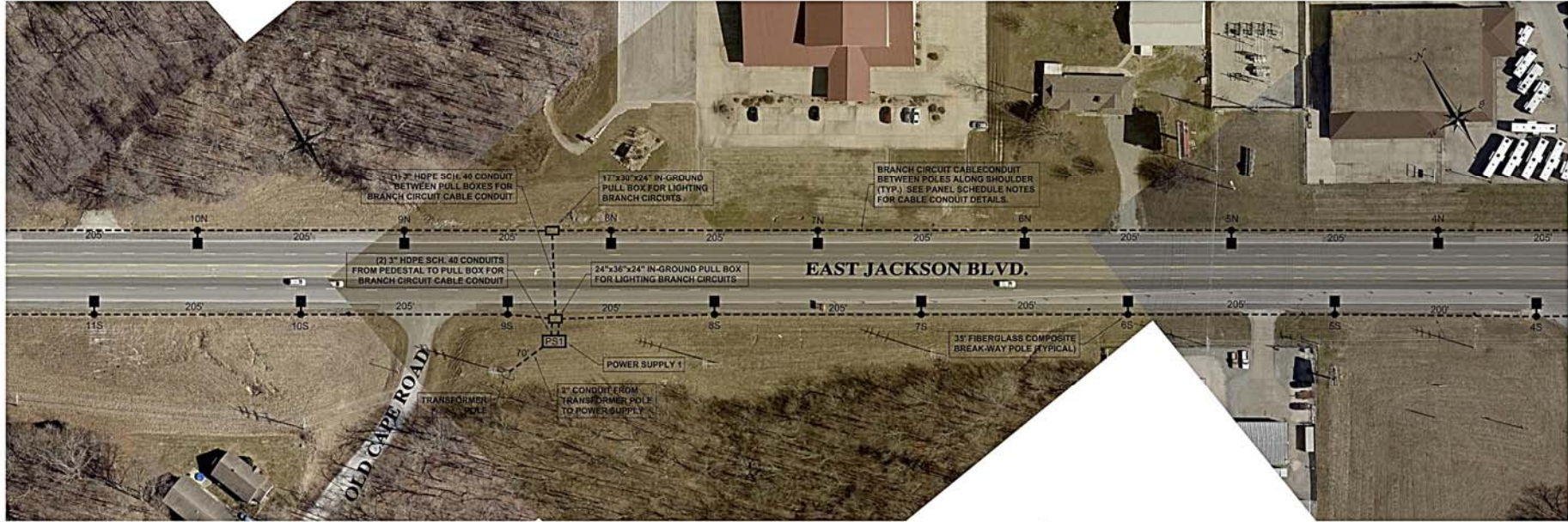
CIVIL - MECHANICAL - PLUMBING - ELECTRICAL ENGINEERING
LAND SURVEYING

DRAWING TITLE

**LIGHTING
LAYOUT PLAN**

SCALE: As Noted
DATE: 9/25/2023
DRAWN BY: SW/AW
JOB NO.: 23-135
DRAWING NUMBER: **E1.3**

CONSECUTIVE NUMBER OF



1 ROADWAY LIGHTING LAYOUT - SECTION 7
E1.4 SCALE: 1" = 50'



2 ROADWAY LIGHTING LAYOUT - SECTION 8
E1.4 SCALE: 1" = 50'

95% REVIEW SET
- 09/25/2023

REV	DESCRIPTION	DATE	REV	DESCRIPTION	DATE

**EAST JACKSON BOULEVARD
ROADWAY LIGHTING PROJECT**

**STRICKLAND
ENGINEERING**

113 WEST MAIN STREET
JACKSON, MISSISSIPPI 39205
PHONE: 601-373-0281
FAX: 601-373-0281

CIVIL - MECHANICAL - PLUMBING - ELECTRICAL ENGINEERING
LAND SURVEYING

DRAWING TITLE

**LIGHTING
LAYOUT PLAN**

SCALE	As Noted
DATE	9/25/2023
DRAWN BY	SW/AW
JOB NO.	23-135
DRAWING NUMBER	E1.4

CONSECUTIVE NUMBER
OF