



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, October 06, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

---

**AGENDA**

**CALL TO ORDER**

**INTRODUCTION OF GUESTS/VISITORS**

**ADOPTION OF AGENDA**

1. Motion adopting the Regular Meeting Agenda.

**APPROVAL OF MINUTES**

2. Motion approving the Minutes of the Regular Meeting of September 22, 2025.

**FINANCIAL AFFAIRS**

3. Motion approving the list of bills paid for the previous month.

**ACTION ITEMS**

**Power, Light, and Water Committee**

4. Motion accepting the proposal submitted by Red Letter Communications, Inc., Cape Girardeau, Missouri, in the amount of \$14,500.00, relative to Professional Services for the City Logo Design Project.
5. Bill proposing an Ordinance authorizing a contractual agreement with Red Letter Communications, Inc., relative to Professional Services for the City Logo Design Project.
6. Motion approving Change Order No. 1, to BS&A Software, of Bath, Michigan, relative to the Financial & Utility Billing Module.
7. Motion approving an Integrated Payments Addendum to BS&A Software, of Bath, Michigan, relative to the Financial & Utility Billing Module.
8. Bill proposing an Ordinance approving a Memorandum of Understanding with the Delta Fire Protection District, relative to the donation of compressor and fill station equipment.
9. Bill proposing an Ordinance calling for a General Municipal Election on Tuesday, April 7, 2026, to fill the Offices of the Board of Aldermen.

**Street, Sewer, and Cemetery Committee**

- [10.](#) Motion setting a Public Hearing for Monday, October 20, 2025, at 6:00 p.m., to discuss the City of Jackson's past performance in carrying out the 2023 Industrial Infrastructure Improvement Project, to assist Trussworks in locating to the Jackson North Industrial Park.
- [11.](#) Motion approving Change Order No. 1 to Lappe Cement Finishing, Inc., of Perryville, Missouri, extending the contract by 36 calendar days, relative to the East Main Street Pedestrian Walkway Project.
- [12.](#) Motion accepting the bid of Fronabarger Concreters, Inc., of Oak Ridge, Missouri, in the amount of \$1,006,496.87, relative to the Roundabout Improvements Project at North High Street and Deerwood Drive.
- [13.](#) Bill proposing an Ordinance authorizing a contractual agreement with Fronabarger Concreters, Inc., relative to the Roundabout Improvements Project at North High Street and Deerwood Drive.
- [14.](#) Bill proposing an Ordinance approving a Memorandum of Understanding with the County of Cape Girardeau, Missouri, relative to the transfer of certain real estate by Quit Claim Deed to be utilized for the construction of a parking lot with public access.
- [15.](#) Bill proposing an Ordinance authorizing the Mayor to execute a Quit Claim Deed to the County of Cape Girardeau, Missouri, relative to a 0.67-acre tract of land located on North High Street.

#### **NON-AGENDA CITIZEN INPUT**

#### **INFORMATION ITEMS**

16. Report by Mayor
17. Reports by Board Members
18. Report by City Attorney
19. Report by City Administrator

#### **EXECUTIVE SESSION**

*Motion to have executive session. Authority is Section 610.021(1), Revised Statutes of Missouri, as amended, relative to litigation; Section 610.021(2), relative to leasing, purchase, or sale of real estate; and Section 610.021(26), relative to customer usage and billing records.*

#### **ADJOURN**

Posted on 10/3/2025 at 4:00 PM.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Katy Liley, Mike Seabaugh, Eric Fraley, Mark Unger, David Reiminger, Shana Williams, and Wanda Young. Present-7; Absent-1: Steve Stroder

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

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

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

Motion to Adopt the Agenda                               )

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-7; Nays-0; Absent-1.

Motion to Approve the Minutes of the       )  
 September 2, 2025, Regular Board       )  
 Meeting                                               )

Motion made by Alderwoman Liley, seconded by Alderman Unger, to approve the minutes of the preceding Regular Board Meeting of Tuesday, September 2, 2025. Ayes-7; Nays-0; Absent-1.

Public Hearing to Consider Special       )  
 Use Permits to allow the relocation of       )  
 Two existing billboards on East Jackson       )  
 Boulevard, as requested by Jansco       )  
 Investments, LLC                                       )

Now comes forth a public hearing to consider Special Use Permits to allow the relocation of two existing billboards on East Jackson Boulevard, due to the reconfiguration of Highway 61, as requested by Jansco Investments, LLC.

Now comes forth Building and Planning Manager Larry Miller to explain, to the Board and public, the Missouri Department of Transportation's realignment of the roadway created buildable land between the existing signs and East Jackson Boulevard. As a result, the billboards are no longer directly on the new alignment, which could affect their visibility and effectiveness in the future.

All witnesses to be sworn in by City Clerk Angela Birk prior to their testimony at this public hearing.

Now comes forth David Jansen to speak in favor of the special use permits and to request an extension in the time for the project to commence detailed in the ordinance for the west location from 18 months to 24 months. Due to title issues on that parcel, it may take longer to acquire that piece of land.

Mayor asks for anyone that wants to speak in opposition.

No one comes forward to speak in opposition.

The Public Hearing is now closed by Mayor Hahs.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

**Monday, September 22, 2025 at 6:00 PM**

**Board Chambers, City Hall, 101 Court St.**

---

**MINUTES**

Public Hearing to Consider a text )  
 Amendment to Chapter 65 (Zoning) of )  
 The Code of Ordinances, relative to )  
 Off-street parking regulations for a )  
 Medical or dental clinic, as requested by )  
 The City of Jackson, Missouri )

Now comes forth a public hearing to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to off-street parking regulations for a medical or dental clinic, as requested by the City of Jackson, Missouri.

Now comes forth Building and Planning Manager Larry Miller to explain, to the Board and public, a recent permit application for a medical facility prompted this amendment. Under the current code, the project was required to provide 81 off-street parking spaces; however only 48 spaces were available. The applicant applied for and was granted a variance, with the condition that the approval could be revoked if overflow parking occurred in neighboring lots.

All witnesses to be sworn in by City Clerk Angela Birk prior to their testimony at this public hearing.

No one comes forward to speak in opposition.

The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the City Collector's )  
 Electric, Water & Sewer, Taxes & )  
 Licenses, and Refuse Report for )  
 August, 2025 )

Motion made by Alderman Seabaugh, seconded by Alderwoman Young, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for August, 2025. Ayes-7; Nays-0; Absent-1.



## CITY COLLECTOR'S REPORT FOR AUGUST 2025



## CITY OF JACKSON

## MAYOR &amp; BOARD OF ALDERMEN REGULAR MEETING

Monday, September 22, 2025 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

## MINUTES

| DESCRIPTION                                   | ELECTRIC FUND | WATER FUND | WASTEWATER FUND | LANDFILL FUND | GEN. REV. FUND | TOTAL        |
|-----------------------------------------------|---------------|------------|-----------------|---------------|----------------|--------------|
| Service Charges (includes internal transfers) | 1,746,784.55  | 321,640.88 | 243,877.40      | 68,960.83     | -              | 2,381,263.66 |
| Penalties                                     | 11,668.38     | 2,494.78   | 1,790.08        | 505.89        | -              | 16,459.13    |
| Sales Tax                                     | 52,249.86     | 9,328.10   | -               | -             | -              | 61,577.96    |
| Disconnect Fees                               | 3,756.02      | -          | -               | -             | -              | 3,756.02     |
| Returned Transaction Fees                     | 431.88        | -          | -               | -             | -              | 431.88       |
| Customer Relocation Fees                      | -             | -          | -               | -             | 275.00         | 275.00       |
| Trash Stickers                                | -             | -          | -               | 1,853.00      | -              | 1,853.00     |
| UTILITY COLLECTIONS                           | 1,814,890.69  | 333,463.76 | 245,667.48      | 71,319.72     | 275.00         | 2,465,616.65 |
| Adjustments - Penalties                       | -             | -          | -               | -             | -              | -            |
| Adjustments - Taxes                           | -             | -          | -               | -             | -              | -            |
| Adjustments - Service Fees                    | -             | -          | -               | -             | -              | -            |
| NET UTILITY COLLECTIONS                       | 1,814,890.69  | 333,463.76 | 245,667.48      | 71,319.72     | 275.00         | 2,465,616.65 |
| Business/Contractor Licenses                  | -             | -          | -               | -             | 1,050.00       | 1,050.00     |
| Event Fees/Misc. Charges                      | 170.00        | -          | -               | -             | -              | 170.00       |
| NON-UTILITY COLLECTIONS                       | 170.00        | -          | -               | -             | 1,050.00       | 1,220.00     |
| Misc. Adjustments                             | -             | -          | -               | -             | -              | -            |
| Interest on Collector's bank account          | -             | -          | -               | -             | -              | 1,019.68     |
| Cash in bank                                  | -             | -          | -               | -             | -              | 2,487,856.33 |
| Missouri Sales Tax payment                    | (52,249.86)   | (9,328.10) | -               | -             | -              | (61,577.96)  |
| TO CITY TREASURER                             |               |            |                 |               | \$             | 2,406,278.37 |

Respectfully Submitted,

City Collector



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Motion to Approve the August, 2025 )  
 City Clerk's and Treasurer's Reports )

Motion made by Alderwoman Young, seconded by Alderwoman Williams, to approve the City Clerk's and Treasurer's Reports for August, 2025. Ayes-7; Nays-0; Absent-1.

**CITY CLERK'S REPORT FOR THE MONTH OF AUGUST, 2025**

|                                    |                   |
|------------------------------------|-------------------|
| <u>ELECTRIC</u>                    | 20,572.22         |
| <u>WATER</u>                       | 1,935.00          |
| <u>WASTEWATER</u>                  | 0.00              |
| <u>GENERAL REVENUE</u>             | 37,853.27         |
| <u>LANDFILL</u>                    | 17,675.87         |
| <u>CEMETERY</u>                    | 14,425.00         |
| <u>PARK</u>                        | 2,792.50          |
| <u>PARK FOUNDATION</u>             | 4,000.00          |
| <u>RECREATIONAL DEVELOPMENT</u>    | 23,977.61         |
| <u>STORMWATER MAINTENANCE FUND</u> | 1,064.28          |
| <u>TRUST &amp; AGENCY</u>          | 0.00              |
| <u>HEALTH INSURANCE FUND</u>       | 1,973.18          |
| <u>INMATE SECURITY FUND</u>        | 0.00              |
| <u>TRANSPORTATION SALES TAX</u>    | 908.91            |
| <u>RECREATIONAL SALES TAX FUND</u> | 13,987.50         |
| <u>REPORT TOTAL</u>                | <u>141,165.34</u> |

***Water & Light Deposit Accounts***  
**AUGUST, 2025**

|                                          |                     |
|------------------------------------------|---------------------|
| <b>Beginning Balance August 1, 2025:</b> | <b>\$270,446.41</b> |
| <b>TOTAL DEPOSITS</b>                    | <b>\$14,134.09</b>  |
| <b>TOTAL REFUNDS</b>                     | <b>\$10,979.37</b>  |
| <b>Ending Balance August 31, 2025:</b>   | <b>\$273,601.13</b> |

*Balance Consists of :*

|                              |                            |
|------------------------------|----------------------------|
| Checking Account for US Bank | \$66,044.58                |
| Investments                  | \$210,000.00               |
|                              | <u><b>\$276,044.58</b></u> |



## CITY OF JACKSON

## MAYOR &amp; BOARD OF ALDERMEN REGULAR MEETING

Monday, September 22, 2025 at 6:00 PM  
Board Chambers, City Hall, 101 Court St.

## MINUTES

## CITY TREASURER'S REPORT FOR AUGUST 2025

| FUND                                        | FUND BALANCES<br>08-01-2025 | RECEIPTS     | TRANSFER<br>OF FUNDS | DISBURSEMENTS | FUND BALANCES<br>08-31-2025 | INVESTMENTS   | CASH BALANCE<br>08-31-2025 |
|---------------------------------------------|-----------------------------|--------------|----------------------|---------------|-----------------------------|---------------|----------------------------|
| <b>ELECTRIC FUNDS</b>                       |                             |              |                      |               |                             |               |                            |
| Operation & Maintenance                     | -                           | 1,788,554.70 | (318,853.01)         | 1,487,701.89  | -                           | -             | -                          |
| Electric Surplus Fund                       | 1,522,313.97                | 11,883.60    | 295,480.51           | 41,210.94     | 1,788,467.14                | 6,885.48      | 1,781,781.68               |
| Electric Capital Projects Fund              | 4,711,557.70                | -            | -                    | -             | 4,711,557.70                | 3,905,000.00  | 806,557.70                 |
| <b>WATER &amp; SEWER FUNDS</b>              |                             |              |                      |               |                             |               |                            |
| Water Operation & Maint.                    | -                           | 328,490.56   | (232,768.00)         | 95,722.56     | -                           | -             | -                          |
| Water Revenue Bond Fund                     | 197,758.48                  | -            | 42,148.80            | 101,140.00    | 138,765.28                  | -             | 138,765.28                 |
| Water & Sewer Deprec. Res. Fund             | 30,000.00                   | -            | -                    | -             | 30,000.00                   | 30,000.00     | -                          |
| Water & Sewer Bond Reserve Fund             | 50,000.00                   | -            | -                    | -             | 50,000.00                   | 50,000.00     | -                          |
| Water & Sewer Contingent Fund               | 30,000.00                   | -            | -                    | -             | 30,000.00                   | 30,000.00     | -                          |
| Water & Sewer Surplus Fund                  | 12,136,734.54               | -            | 311,805.80           | 17,397.91     | 12,431,142.43               | 11,347,031.85 | 1,084,110.58               |
| Water Replacement Fund                      | 840,782.50                  | -            | -                    | -             | 840,782.50                  | 785,000.00    | 75,782.50                  |
| Water Capital Projects                      | 399,638.00                  | -            | -                    | -             | 399,638.00                  | -             | 399,638.00                 |
| Wastewater Operation & Maint.               | -                           | 245,891.76   | (143,108.19)         | 102,785.57    | -                           | -             | -                          |
| Wastewater Replacement Fund                 | 1,068,584.15                | -            | -                    | -             | 1,068,584.15                | 829,199.89    | 239,384.26                 |
| Wastewater Capital Projects                 | 399,362.00                  | -            | -                    | -             | 399,362.00                  | -             | 399,362.00                 |
| Wastewater Revenue Bond Fund                | 115.52                      | -            | -                    | -             | 125,565.52                  | -             | 125,565.52                 |
| W & S Construction Fund                     | 2,923,861.98                | 14,412.59    | -                    | 13,551.27     | 2,924,723.28                | 1,950,000.00  | 974,723.28                 |
| <b>General Revenue Fund</b>                 | 2,695,836.87                | 59,520.94    | (95,825.46)          | 584,034.88    | 2,075,497.47                | 2,037,785.95  | 37,731.52                  |
| <b>Landfill Fund</b>                        | 782,335.28                  | 89,025.98    | (7,964.15)           | 91,441.20     | 771,955.89                  | 610,000.00    | 161,955.89                 |
| <b>Cemetery Fund</b>                        | 992,377.86                  | 15,239.80    | (5,044.35)           | 16,842.98     | 985,930.33                  | 652,000.00    | 333,930.33                 |
| <b>City Park Fund</b>                       | 90,866.41                   | 4,201.87     | (6,549.31)           | 52,479.33     | 36,039.64                   | -             | 36,039.64                  |
| <b>Public Park Foundation Fund</b>          | 153,024.84                  | 4,000.00     | -                    | 9,014.33      | 148,010.51                  | 65,000.00     | 83,010.51                  |
| <b>Recreational Development Fund</b>        | 145,030.13                  | 24,021.71    | -                    | 52,407.75     | 116,644.09                  | -             | 116,644.09                 |
| <b>Band Fund</b>                            | 0.00                        | 814.80       | -                    | 814.80        | 0.00                        | -             | 0.00                       |
| <b>ARPA Fund</b>                            | 338,250.96                  | -            | -                    | 2,919.00      | 335,331.96                  | 275,000.00    | 60,331.96                  |
| <b>Road Use Tax Fund</b>                    | 183,505.27                  | 358,207.03   | -                    | 67.79         | 541,644.51                  | 57,038.18     | 484,606.33                 |
| <b>Stormwater Maintenance Fund</b>          | 319,617.70                  | 1,064.28     | -                    | -             | 320,681.98                  | 209,000.00    | 111,681.98                 |
| <b>Trust and Agency Fund</b>                | 929,398.07                  | -            | 15,463.47            | 21,613.33     | 923,248.21                  | 782,740.60    | 140,507.61                 |
| <b>Health Insurance Fund</b>                | 1,246,980.25                | 40,563.89    | 146,020.96           | 308,805.86    | 1,124,759.24                | 245,000.00    | 879,759.24                 |
| <b>Inmate Security Fund</b>                 | 18,149.12                   | 62.00        | -                    | -             | 18,211.12                   | -             | 18,211.12                  |
| <b>Equitable Sharing Fund</b>               | 3,617.07                    | -            | -                    | -             | 3,617.07                    | -             | 3,617.07                   |
| <b>Transportation Sales Tax Fund</b>        | 440,038.17                  | 135,596.24   | -                    | 1,188.38      | 574,446.03                  | 325,455.27    | 248,990.76                 |
| <b>Transportation Capital Projects Fund</b> | 2,715,058.37                | -            | -                    | 326,884.60    | 2,388,173.77                | -             | 2,388,173.77               |
| <b>Sales Tax Fund</b>                       | 777,313.57                  | 292,835.27   | -                    | -             | 1,070,148.84                | 955,875.91    | 114,272.93                 |
| <b>Recreation Sales Tax Fund</b>            | 276,940.55                  | 80,129.82    | (807.07)             | 28,677.02     | 327,586.28                  | 50,000.00     | 277,586.28                 |
| <b>Public Safety Sales Tax Fund</b>         | 130,741.06                  | 132,961.83   | -                    | -             | 263,702.89                  | -             | 263,702.89                 |
| <b>Fire Protection Sales Tax Fund</b>       | 68,210.69                   | 66,142.32    | -                    | -             | 134,353.01                  | -             | 134,353.01                 |
| <b>Capital Projects Construction Fund</b>   | 1,493,978.41                | 40,835.67    | -                    | 2,132.83      | 1,532,681.25                | 940,000.00    | 592,681.25                 |
| <b>Economic Dev. Reserve Fund</b>           | 994,661.88                  | -            | -                    | -             | 994,661.88                  | 850,000.00    | 144,661.88                 |
| <b>CDBG Grant Fund</b>                      | 39,137.45                   | -            | -                    | 3,438.20      | 35,699.25                   | -             | 35,699.25                  |
| <b>I-55 Corridor Special Alloc. Fund</b>    | 3,372.59                    | -            | -                    | -             | 3,372.59                    | -             | 3,372.59                   |
| <b>TOTALS</b>                               | 39,149,151.37               | 3,732,456.64 | (0.00)               | 3,342,072.22  | 39,664,985.79               | 26,967,793.13 | 12,697,192.66              |

Respectfully Submitted,

Angela Birk, City Clerk/Treasurer

|                        |               |
|------------------------|---------------|
| Cash on Hand           | 1,475.00      |
| General Account        | 10,285,822.22 |
| Collectors Account     | 2,406,278.37  |
| Equitable Sharing Fund | 3,617.07      |

|              |                      |
|--------------|----------------------|
| <b>TOTAL</b> | <b>12,697,192.66</b> |
|--------------|----------------------|

Motion to Approve the Mayor's Appointment of Riley Talbut to the Park Board, for a term ending 2026 )  
)  
)  
Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve the Mayor's appointment of Riley Talbut to the Park Board, for a term ending 2026. Ayes-7; Nays-0; Absent-1.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

**Monday, September 22, 2025 at 6:00 PM**

**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Motion to Set the Annual City of )  
 Jackson Christmas Party on Thursday, )  
 December 11, 2025, at the Jackson )  
 Civic Center )

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to set the annual City of Jackson Christmas Party for elected officials, appointed officials, and employees, on Thursday, December 11, 2025, from 11:00 a.m. to 1:00 p.m., at the Jackson Civic Center. Ayes-7; Nays-0; Absent-1.

Motion to Accept the proposal from CK )  
 Power, Inc, of St. Louis, Missouri, for )  
 Services under the Public Works )  
 Generator Maintenance Services )  
 Agreement – Alternate Proposal #1 )

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the proposal from CK Power, Inc., of St. Louis, Missouri, in the amount of \$25,830.00, for services under the Public Works Generator Maintenance Services Agreement – Alternate Proposal #1, covering three Kohler industrial generators. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-89 Re: To Authorize )  
 A contractual agreement with CK Power,)  
 Inc., relative to the Public Works )  
 Generator Maintenance Services )  
 Agreement – Alternate Proposal #1, )  
 Covering three Kohler industrial )  
 Generators )

The matter of authorizing a contractual agreement with CK Power, Inc., relative to the Public Works Generator Maintenance Services Agreement – Alternate Proposal #1, covering three Kohler industrial generators, came on for consideration. Alderman Reiminger introduced Bill No. 25-91, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CK POWER, INC., OF ST. LOUIS, MISSOURI, RELATIVE TO THE PUBLIC WORKS GENERATOR MAINTENANCE SERVICES AGREEMENT – ALTERNATE PROPOSAL #1, COVERING THREE KOHLER INDUSTRIAL GENERATORS; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-91 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-91 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-89 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Unger-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderwoman Williams-aye; Alderman Stroder-absent; and Alderman Reiminger-aye.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

**BILL NO. 25-91**

**ORDINANCE NO. 25-89**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CK POWER, INC., OF ST. LOUIS, MISSOURI, RELATIVE TO THE PUBLIC WORKS GENERATOR MAINTENANCE SERVICES AGREEMENT – ALTERNATE PROPOSAL #1, COVERING THREE KOHLER INDUSTRIAL GENERATORS; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

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

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

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

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

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

FIRST READING: September 22, 2025.

SECOND READING: September 22, 2025.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of 7 ayes, 0 nays,  
 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)  
 Mayor

Angela Birk (signed)  
 City Clerk

Motion to Accept the proposal from )  
 Cummins, Inc, of Fenton, Missouri, for )  
 Services under the Public Works )  
 Generator Maintenance Services )  
 Agreement – Alternate Proposals )  
 #2 & #3 )

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the proposal from Cummins, Inc., of Fenton, Missouri, in the amount of \$18,125.88, for services under the Public Works Generator Maintenance Services Agreement – Alternate Proposal #2 & #3, covering two Cummins/Onan industrial generators. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-90 Re: To Authorize )  
 A contractual agreement with Cummins, )  
 Inc., relative to the Public Works )  
 Generator Maintenance Services )  
 Agreement – Alternate Proposal #2 & )  
 #3 covering two Cummins/Onan )  
 Industrial Generators )

The matter of authorizing a contractual agreement with Cummins, Inc., relative to the Public Works Generator Maintenance Services Agreement – Alternate Proposal #2 & #3, covering two Cummins/Onan industrial generators, came on for consideration. Alderman Reiminger introduced Bill No. 25-92, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CUMMINS, INC., OF FENTON, MISSOURI, RELATIVE TO THE PUBLIC WORKS GENERATOR MAINTENANCE SERVICES AGREEMENT – ALTERNATE PROPOSALS #2 AND #3, COVERING TWO CUMMINS/ONAN INDUSTRIAL GENERATORS; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-92 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 25-92 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-90 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Unger-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderwoman Williams-aye; Alderman Stroder-absent; and Alderman Reiminger-aye.





**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

**BILL NO. 25-92**

**ORDINANCE NO. 25-90**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CUMMINS, INC., OF FENTON, MISSOURI, RELATIVE TO THE PUBLIC WORKS GENERATOR MAINTENANCE SERVICES AGREEMENT – ALTERNATE PROPOSALS #2 AND #3, COVERING TWO CUMMINS/ONAN INDUSTRIAL GENERATORS; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

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

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

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

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

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

FIRST READING: September 22, 2025.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of 7 ayes, 0 nays,  
 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
 Mayor

ATTEST:

Angela Birk (signed)  
 City Clerk

Motion to Approve Change Order No. 1 )  
 To Putz Construction, LLC, of Millersville )  
 Missouri, relative to the Sunset Hills )  
 Bridge Replacement Project )

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve Change Order No. 1, in the amount of \$9,622.62, to Putz Construction, LLC, of Millersville, Missouri, relative to the Sunset Hills Bridge Replacement Project. Ayes-7; Nays-0; Absent-1.

Motion to Approve Change Order #1 )  
 To CE Contracting, Inc., of Ste. )  
 Genevieve, Missouri, relative to the )  
 Phase 3 Sanitary Sewer Main Extension )  
 Along Williams Creek/South Old Orchard )  
 Road )

Motion made by Alderwoman Liley, seconded by Alderman Unger, to approve Change Order #1 to CE Contracting, Inc., of Ste. Genevieve, Missouri, in the amount of \$159,053.00, and extending the contract by 166 calendar days, relative to the Phase 3 Sanitary Sewer Main Extension along Williams Creek/South Old Orchard Road. Ayes-7; Nays-0; Absent-1.

Motion to Set a public hearing for )  
 Monday, October 6, 2025, to consider a )  
 Text amendment to Chapter 65 (Zoning) )  
 Of the Code of Ordinances, relative to )  
 Building height requirements in the I-1, )  
 I-2, and I-3 Districts, as requested by the )  
 City of Jackson, Missouri )

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to set a public hearing for Monday, October 20, 2025 at 6:00 p.m., to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to building height requirements in the I-1 (Light Industrial), I-2 (Heavy Industrial), and I-3 (Planned Industrial Park) Districts, as requested by the City of Jackson, Missouri. Ayes-7; Nays-0; Absent-1.

Motion to Accept the bid of Apex Paving )  
 Company, of Cape Girardeau, Missouri, )  
 Relative to the 2025 Asphalt Pavement )  
 Improvement Program )





**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to accept the bid of Apex Paving Company, of Cape Girardeau, Missouri, in the amount of \$189,743.12, relative to the 2025 Asphalt Pavement Improvement Program. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-91 Re: To Authorize )  
 A contractual agreement with Apex )  
 Paving Company, relative to the 2025 )  
 Asphalt Pavement Improvement )  
 Program )

The matter of authorizing a contractual agreement with Apex Paving Company, relative to the 2025 Asphalt Pavement Improvement Program, came on for consideration. Alderwoman Liley introduced Bill No. 25-93, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND APEX PAVING COMPANY, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE 2025 ASPHALT PAVEMENT IMPROVEMENT PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

On a motion by Alderwoman Liley, seconded by Alderman Unger, Bill No. 25-93 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Unger, Bill No. 25-93 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-91 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Stroder-absent; and Alderman Reiminger-aye.

**BILL NO. 25-93**

**ORDINANCE NO. 25-91**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND APEX PAVING COMPANY, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE 2025 ASPHALT PAVEMENT IMPROVEMENT PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Jackson, a municipal corporation, and **Apex Paving Company, of Cape Girardeau, Missouri.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

FIRST READING: September 22, 2025.

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)  
 Mayor

Angela Birk (signed)  
 City Clerk

Ordinance No. 25-92 Re: To Amend     )  
 The "Parking Prohibited Schedule" -     )  
 Schedule IX, by repealing a designation     )  
 On North Donna Drive     )

The matter of amending the "Parking Prohibited Schedule" – Schedule IX, by repealing a designation on North Donna Drive, came on for consideration. Alderwoman Liley introduced Bill No. 25-94, being for an ordinance entitled as follows:

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



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-94 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-94 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-92 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderman Stroder-absent; and Alderman Reiminger-aye.

**BILL NO. 25-94**

**ORDINANCE NO. 25-92**

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

**WHEREAS**, the Planning and Zoning Commission of the City of Jackson, Missouri, has previously passed a resolution amending the Major Street Plan by removing North Donna Drive, between East Main Street and Ridge Road, from the Major Street Plan; and

**WHEREAS**, the Board of Aldermen of the City of Jackson, Missouri, has determined that certain control designations are no longer needed for the safe and efficient regulation of traffic on that part of North Donna Drive removed from the Major Street Plan; and

**WHEREAS**, the repeal of these designations will better serve the public interest and align with current traffic management needs.

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

Section 1. The "Parking Prohibited Schedule, Schedule IX," passed and approved on the 18<sup>th</sup> day of November, 1985, is hereby amended by repealing the following no parking designation:

**DONNA DRIVE (NORTH):** On both sides of North Donna Drive for its entire distance.

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

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause appropriate signs to be removed or added at the locations set forth hereinabove.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

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

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

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

FIRST READING: September 22, 2025.

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
Mayor

ATTEST:

Angela Birk (signed)  
City Clerk

Ordinance No. 25-93 Re: To Approve    )  
 A Special Use Permit to allow the    )  
 Relocation of an existing billboard   )  
 Located on East Jackson Boulevard, as )  
 Requested by Jansco Investments, LLC )

The matter of approving a Special Use Permit to allow the relocation of an existing billboard to the property identified in Document No. 2025-04046, located on East Jackson Boulevard, as requested by Jansco Investments, LLC, came on for consideration. Alderwoman Liley introduced Bill No. 25-95, being for an ordinance entitled as follows:

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

On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-95 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-95 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-93 and was signed and approved by Mayor Dwain L. Hahs and



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderwoman Liley-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; and Alderman Stroder-absent.

**BILL NO. 25-95**

**ORDINANCE NO. 25-93**

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

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission have considered a special use permit for property described as **Parcel Identification Number 15-503-21-00-005.02-0000** on East Jackson Boulevard, as set out in Exhibit A which is attached hereto and incorporated herein by reference; and,

WHEREAS, the property described is incorporated within the municipal boundaries for the City of Jackson, Missouri but has not yet received a zoning district classification; and,

WHEREAS, a public hearing was waived by the Planning and Zoning Commission in accordance with Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

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

WHEREAS, a special use permit for the placement of a billboard adjacent to East Jackson Boulevard at the location described above may be granted by virtue of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

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

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

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



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

## MINUTES

Section 2. That the property set forth in Exhibit A is hereby granted a special use permit for placement of a billboard for property described as **Parcel Identification Number 15-503-21-00-005.02-000** adjacent to East Jackson Boulevard and that the aforesaid special use permit is subject to compliance with all ordinances of the City of Jackson, Missouri, except as specifically varied or waived by this special use permit.

Section 3. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to indicate on the "Official Zoning District Map" of the City of Jackson, Missouri, the above special use permit and the date of issuance thereof and to certify same and to keep said map on file in the office of the City Clerk and a copy displayed in City Hall, City of Jackson, Missouri; and that said City Clerk is further directed to indicate on said "Official Zoning District Map" the existence of special conditions on the use of the aforesaid property.

Section 4. Violation of the ordinances of the City of Jackson, Missouri may result in revocation of the special use permit or prosecution under the zoning ordinances.

Section 5. This special use permit is issued to the applicant and shall not be assigned or otherwise transferred by said applicant. This special use permit runs with the applicant and not the land. If ownership of land with an existing special use permit change, the Board of Aldermen may evaluate transferring the permit to the new owner. The Board of Aldermen has full discretion to decide whether to approve the transfer.

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

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

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



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

FIRST READING: September 22, 2025.

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of 7 ayes, 0 nays,  
 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)  
 Mayor

ATTEST:

Angela Birk (signed)  
 City Clerk

Ordinance No. 25-94 Re: To Approve     )  
 A Special Use Permit to allow the     )  
 Relocation of an existing billboard     )  
 Located on East Jackson Boulevard, as     )  
 Requested by Jansco Investments, LLC     )

The matter of approving a Special Use Permit to allow the relocation of an existing billboard to the property identified in Document No. 2025-00531, located on East Jackson Boulevard, as requested by Jansco Investments, LLC, came on for consideration. Alderwoman Liley introduced Bill No. 25-96, being for an ordinance entitled as follows:

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

On a motion by Alderwoman Liley, seconded by Alderman Unger, Bill No. 25-96 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Unger, Bill No. 25-96 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-94 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderwoman Liley-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderman Fraley-aye; Alderwoman Williams-aye; and Alderman Stroder-absent.

**BILL NO. 25-96**

**ORDINANCE NO. 25-94**

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

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission have considered a special use permit for property described as **Parcel Identification Number 15-503-**





**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

**00-07-001.00-000** on East Jackson Boulevard, as set out in Exhibit A which is attached hereto and incorporated herein by reference; and,

WHEREAS, the property described is incorporated within the municipal boundaries for the City of Jackson, Missouri but has not yet received a zoning district classification; and,

WHEREAS, a public hearing was waived by the Planning and Zoning Commission in accordance with Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

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

WHEREAS, a special use permit for the placement of a billboard adjacent to East Jackson Boulevard at the location described above may be granted by virtue of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

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

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

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

Section 2. That the property set forth in Exhibit A is hereby granted a special use permit for placement of a billboard for property described as **Parcel Identification Number 15-503-00-07-001.00-000** adjacent to East Jackson Boulevard and that the aforesaid special use permit is subject to the following special conditions: compliance with all ordinances of the City of Jackson, Missouri, except as specifically varied or waived by this special use permit; and the acquisition by Application of a possessory interest in the property for the location of the billboard.

Section 3. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to indicate on the "Official Zoning District Map" of the City of Jackson, Missouri, the above special



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

## MINUTES

use permit and the date of issuance thereof and to certify same and to keep said map on file in the office of the City Clerk and a copy displayed in City Hall, City of Jackson, Missouri; and that said City Clerk is further directed to indicate on said "Official Zoning District Map" the existence of special conditions on the use of the aforesaid property.

Section 4. Violation of the ordinances of the City of Jackson, Missouri may result in revocation of the special use permit or prosecution under the zoning ordinances.

Section 5. This special use permit is issued to the applicant and shall not be assigned or otherwise transferred by said applicant. This special use permit runs with the applicant and not the land. If ownership of land with an existing special use permit change, the Board of Aldermen may evaluate transferring the permit to the new owner. The Board of Aldermen has full discretion to decide whether to approve the transfer.

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

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

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

FIRST READING: September 22, 2025.

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)  
 Mayor

Angela Birk (signed)  
 City Clerk

Ordinance No. 25-95 Re: To Approve )  
 A text amendment to Chapter 65 )  
 (Zoning) of the Code of Ordinances, )  
 Relative to off-street parking regulations )  
 For a medical or dental clinic, as )  
 Requested by the City of Jackson, )  
 Missouri )

The matter of approving a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to off-street parking regulations for a medical or dental clinic, as requested by the City of Jackson, Missouri, came on for consideration. Alderwoman Liley introduced Bill No. 25-97, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES  
 OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO OFF-STREET PARKING  
 FOR MEDICAL OR DENTAL CLINIC; AND REPEALING ALL ORDINANCES IN  
 CONFLICT THEREWITH.**

On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-97 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 25-97 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-95 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderwoman Liley-aye; Alderman Unger-aye; Alderwoman Young-aye; Alderman Fraley-aye; and Alderman Stroder-absent.

**BILL NO. 25-97**

**ORDINANCE NO. 25-95**

**AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES  
 OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO OFF-STREET PARKING  
 FOR MEDICAL OR DENTAL CLINIC; AND REPEALING ALL ORDINANCES IN  
 CONFLICT THEREWITH.**

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

Section 1. That Chapter 65, Article I, Section 65-22, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

**“Sec. 65-22. – Off-street parking and loading regulations.**

\*\*\*



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, September 22, 2025 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

- (4) Schedule of minimum parking spaces required.

\*\*\*

- b. Commercial, industrial, and institutional.

\*\*\*

21. Medical or dental clinic: One (1) parking space shall be provided for every 250 square feet of total floor area, per floor.”

\*\*\*

Section 2. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson, Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

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

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

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: September 22, 2025.

SECOND READING: September 22, 2025.

PASSED AND APPROVED this 22nd day of September, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)  
 Mayor

Angela Birk (signed)  
 City Clerk

City Administrator Matthew Winters     )  
 requests Closed Session                     )



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**

**Monday, September 22, 2025 at 6:00 PM**

**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for one item, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2), RSMo; one item, relative to contracts in accordance with Section 610.021(12); and one item, relative to customer usage and billing records in accordance with Section 610.021(26).

Motion to Recess the Meeting to Study )  
 Session )

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:28 P.M., to convene to the Study Session. Ayes-7; Nays-0; Absent-1.

-----

Returned to Open Session at 6:51 P.M., from Study Session.

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

Meeting concluded at 6:51 P.M. On a motion by Alderman Fraley, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for one item, relative to leasing, purchase, or sale of real estate in accordance with Section 610.021(2), RSMo; one item, relative to contracts in accordance with Section 610.021(12); and one item, relative to customer usage and billing records in accordance with Section 610.021(26) and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Young-aye; Alderman Seabaugh-aye; Alderwoman Reiminger-aye; Alderwoman Williams-aye; Alderman Stroder-absent; Alderman Unger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-7; Nays-0; Absent-1.

**ATTEST:**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**City Clerk**



# City of Jackson

---

**TO:** Mayor and Board of Aldermen

**FROM:** Matt Winters, City Administrator

**DATE:** September 22, 2025

**RE:** New City Logo RFP

---

As you may recall we requested proposals for a new city logo. Fourteen responses were received. The responses were scored by Brian Gereau, Janna Clifton, Rodney Bollinger, Liza Walker, Alderwoman Williams, and myself. The scores were combined and averaged, the firm with the highest score was Red Letter with a score of 88.83 points out of a possible 100 points. Based on the scoring criteria, the recommendation is to accept the proposal from Red Letter.



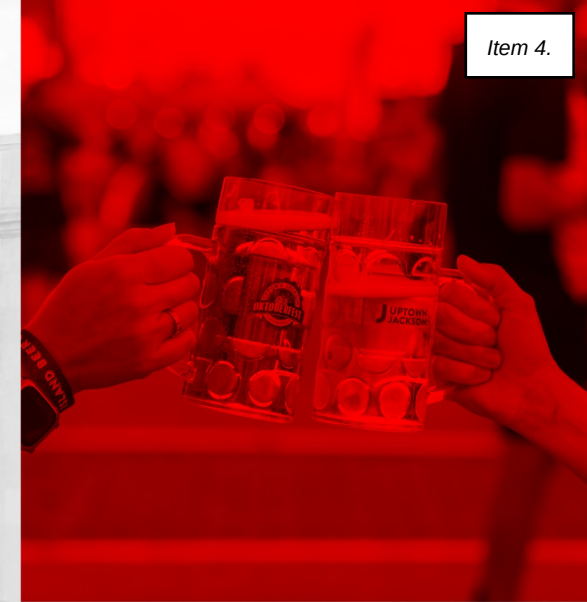


## REQUEST FOR PROPOSAL

# CITY OF JACKSON

City Logo Design Services

8-29-25





# TABLE OF CONTENTS

03

COVER LETTER

04

PROJECT  
UNDERSTANDING

05

SCOPE OF  
SERVICES

07

AGENCY  
INFORMATION

08

CITY OF  
JACKSON TEAM

11

CLIENT  
TESTIMONIAL  
S

12

BRANDING

22

CASE STUDIES

23

INVESTMENT &  
TIMING

24

THANK YOU



# ROOTED IN COMMUNITY. DESIGNED FOR THE FUTURE.



Dear Matt,

At Red Letter, our employees know Jackson as a vibrant community, a hometown, a neighbor, and a perfect place to enjoy time with family.

Jackson is a community with deep roots and where pride runs even deeper. Family values, education, and looking out for your neighbors is a way of life. So is growing up on Wib's Drive-In, rides at Homecomers, shopping in Uptown, playing in Hubble Creek, and gathering at The Pit to cheer on the Indians. And, of course, never rubbing in the fact that JHS has won nine rival games in a row against Cape Central. (Never!)

We charge up at The Ground-a-Bout, play a round of disc golf in Litz Park, take our kids to ride bikes in Safety City, and enjoy a pint or three during Octoberfest.

With so much going for it, Jackson deserves a fresh brand identity. One that honors its rich history but also harnesses the momentum of a thriving and forward-looking community.

We believe a city logo is more than just a visual mark. It should be unique, functional, and flexible, of course. But most importantly, it needs to reflect the community's character and be future focused.

Our team excels at branding and authentic storytelling. We design logos that work everywhere, from signage and uniforms to websites and water towers. We dig in on research, love collaborating, and deliver work that reflects the core truth about who you are. Most importantly, we listen more than we talk. Because the strongest municipal brands are built for and with the communities they represent.

We're part of the community, we're great at what we do, and we'd love to be a partner for the City of Jackson.

Please don't hesitate to reach out with any questions—we're ready to get started.

Warm regards,

A handwritten signature in cursive script that reads "Tara Buehler".

**Tara Buehler, Account Lead, DMO**  
[tara.buehler@rlci.com](mailto:tara.buehler@rlci.com)  
573-768-4241

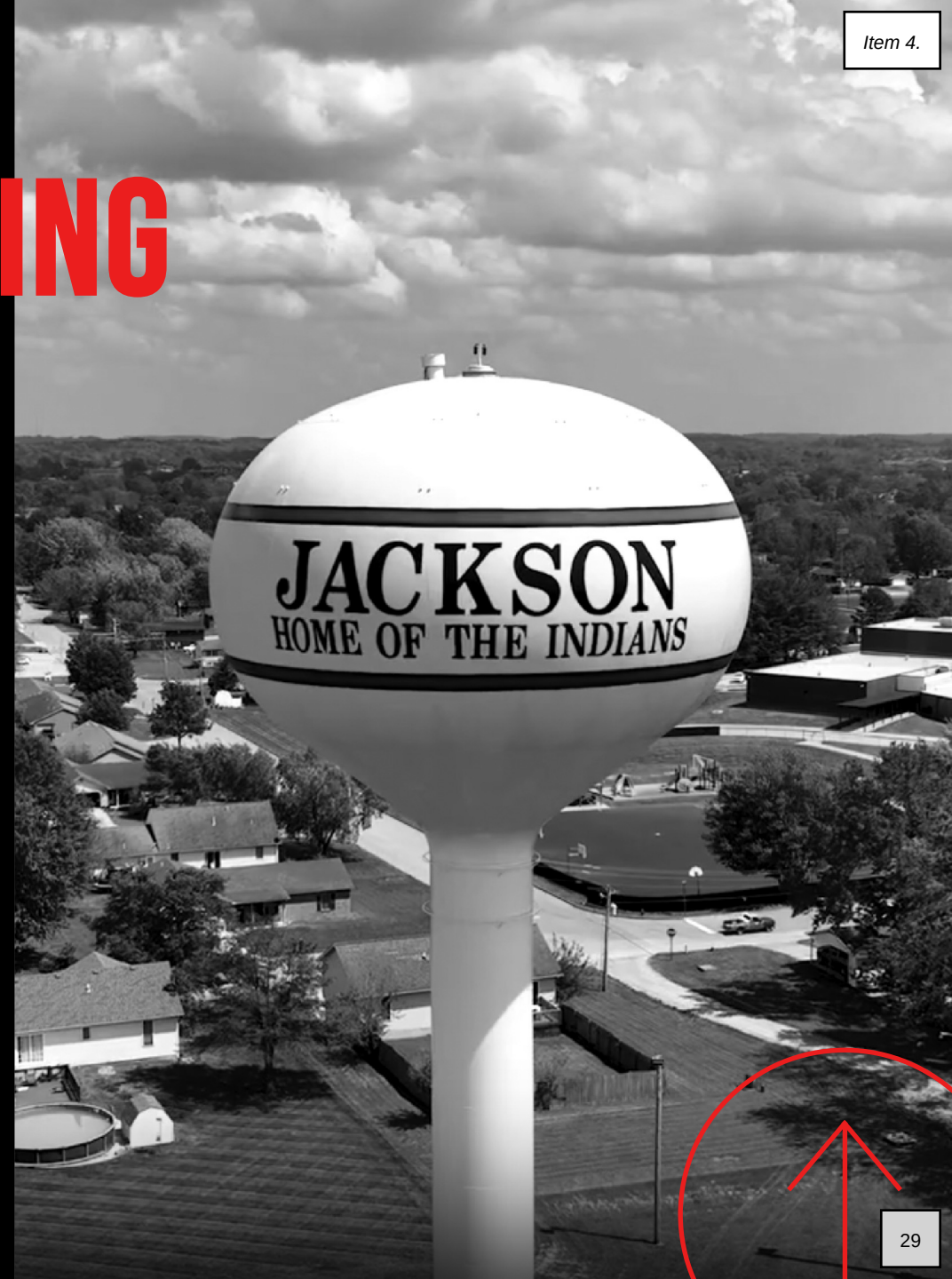


# PROJECT UNDERSTANDING

It's not just about a new logo or tagline. The City of Jackson's branding needs to do more.

- **Stay true to you.** We will reflect Jackson's character, history, and future by engaging in community outreach, research, and authentic storytelling.
- **Versatility and flexibility.** The branding needs to look good no matter where you put it. This means a robust brand kit that includes logos built for smaller spaces, larger spaces, and even an alternate option for the JPD that leans more traditional.
- **Don't lose sight of the bigger picture.** While we want to stand out and look unique, we still want your logo to look like it belongs to a municipality. We'll research best practices and study examples of excellent city branding to make sure you're in harmony while still ready for your solo.

SEE THE JACKSON FOOTAGE  
WE'VE CAPTURED





# FROM INSIGHT TO IMPACT

## SCOPE OF SERVICES



### RESEARCH: UNDERSTANDING JACKSON

#### 2-3 WEEKS

We will do background research and conduct interviews with the community and staff to help hone in on values and authentic identity.

- Kickoff meeting where the team can meet the key stakeholders
- Administer an exploratory survey to various stakeholders across city departments
- Follow up with interviews with key stakeholders whose survey responses stood out or provided a unique perspective



### BRAND: DEVELOPING THE IDENTITY

#### 3-5 WEEKS

We will utilize our research findings to develop a comprehensive identity for the City of Jackson that feels right to community stakeholders.

- Logo concept mockups, including an alternate option for the Jackson Police Department
- Logo variations for both horizontal and vertical spaces for maximum flexibility
- Color palette, including secondary brand colors catered to both print and digital environments, as well as full color, single color, and black and white versions
- Legible fonts that are both print and web friendly and easily accessible
- Tagline/messaging options that reflect and amplify the city's identity
- High-resolution (600 DPI minimum) file delivery of all brand and template assets, including layered EPS files, .jpg, .png, .pdf



### OPTIONAL TEMPLATES: BUILDING THE TOOLKIT

#### 2 WEEKS

Once the new brand is established, we will create templates bringing the brand to life to create consistency for The City's priority collateral materials. Example templates could include:

- Apparel mockup
- Website mockup
- Vehicle decal mockup
- Social media profile imagery mockups
- Business card mockup
- Email signature mockup



### BONUS: ROLLING OUT THE BRAND

#### 2 WEEKS

We will help you launch smoothly by providing suggestions for rollout.

- Tips for what collateral should be updated first
- Ideas for how to announce and celebrate the new logo in a way that gets the community involved
- Brand style guide to reflect how to use your assets moving forward
- We'll be available for presentation prep for city council or town hall meetings, as well as any questions you may have

# EXAMPLE DATA

F

Blue Collar Suburbs

Working-class singles and families in mainly blue-collar professions.

Age

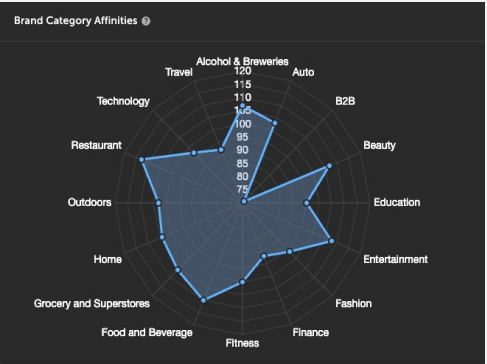
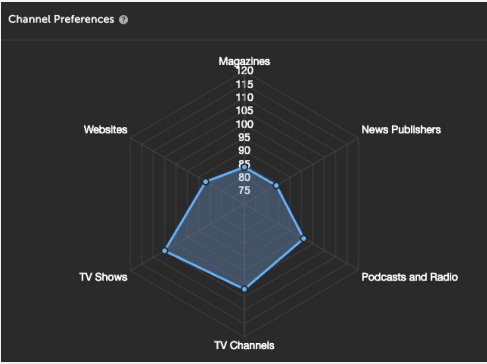
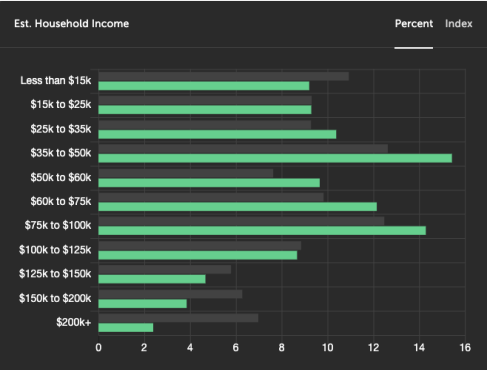
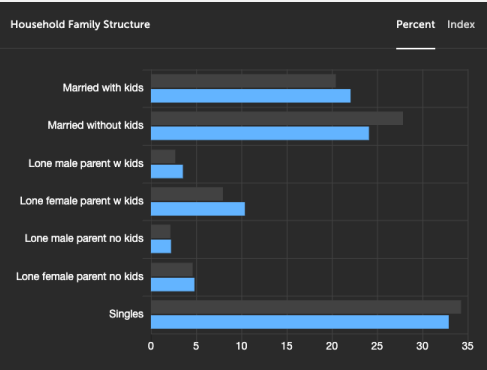
35-44

Income

\$50k - \$60k

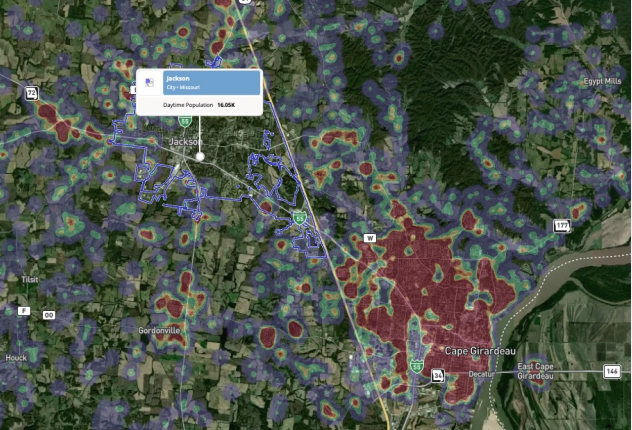
Households

6.98% | 8,425,608

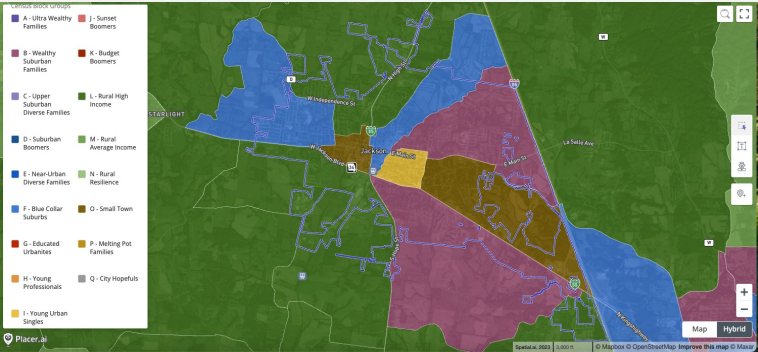


Key resident and employee data profiles

If you're interested in using demographic data to inform the new branding efforts, we can use our robust data tools for insights.



Visitation density maps

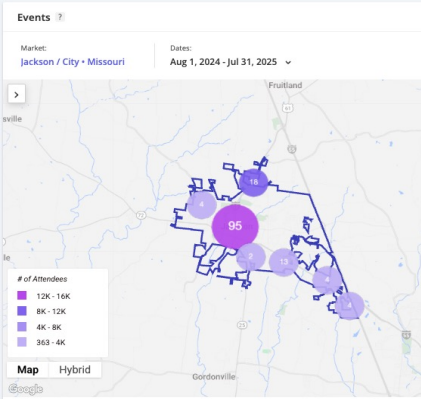


Resident psychographics

| Event Name and Location                                                        | Attendance | Impact    | Start and End Date   |
|--------------------------------------------------------------------------------|------------|-----------|----------------------|
| Senior Living Expo / expos<br>City of Jackson, MO Civic Center                 | 2.1K       | Important | Nov 6, 2024 (1 Day)  |
| Danny Gokey at Connection Point Church / concerts<br>Connection Point Church   | 1.9K       | Important | May 1, 2025 (1 Day)  |
| Danny Gokey at Connection Point Church / concerts<br>Connection Point Church   | 1.9K       | Important | May 1, 2025 (1 Day)  |
| Chonda Pierce at Connection Point Church / concerts<br>Connection Point Church | 1.6K       | Important | Feb 21, 2025 (1 Day) |
| 2024 JACKSON BACKYARD BBQ / performing-arts                                    | 1.4K       | Important | Sep 28, 2024 (1 Day) |
| Meandering Turkey / community                                                  | 499        | Important | Nov 24, 2024 (1 Day) |
| Sugarhouse Movie at CPC / festivals                                            | 336        | Important | Jul 18, 2025 (1 Day) |
| FREEDOM FEST 2025 / festivals                                                  | 306        | Moderate  | Jul 3, 2025 (1 Day)  |
| Fall Craft Festival / festivals                                                | 302        | Moderate  | Nov 2, 2024 (1 Day)  |
| Celebrate Jesus / community                                                    | 300        | Moderate  | Dec 14, 2024 (1 Day) |

Showing 1 - 10 / 140

Resident and employee event impact reporting



**Note:** Data provided is pulled from Jackson, MO to demonstrate examples of what we can access to inform our branding and strategy work.



# GREETINGS FROM

# NEXT DOOR



Red Letter is an independent creative agency with 40+ years of helping brands punch above their weight and rise above the noise. But not only that, we also have:

- Ten employees who live in Jackson, including one on an apple farm
- Six Jackson High School alumni—embarrassing senior photos available upon request
- The spouse of a third-generation Uptown Jackson business owner

→ **CURIOSITY**

→ **DRIVE**

→ **CREATIVITY**

We don't believe in half measures. Or templated approaches. Or checking a box just to say we've checked it. We're a team of deep thinkers who challenge the status quo to deliver work that people feel in their chests.



# THE CITY OF JACKSON TEAM

Item 4.



ACCOUNT LEAD, DMO

**TARA BUEHLER**

## Responsibilities

- Serves as the day-to-day contact
- Turns client objectives into actionable project plans
- Shapes goals, timelines, and budgets
- Sets weekly priorities for the team

## Experience

- Account Experience: Paducah Convention and Visitors Bureau, Jackson, MO Chamber of Commerce, Missouri National Veterans Memorial, Sikeston Jaycee Bootheel Rodeo, Southeast Missouri Food Bank, Mondj, and STIHL
- Project Manager, Red Letter Communications, 2021–Present
- Account Manager, BOLD Marketing 2019–2021

## Education

- BS, Corporate Communications, Integrated Marketing and Management, Southeast Missouri State University



INSIGHTS & STRATEGY DIRECTOR

**JAIMEE HOLLAND**

## Responsibilities

- Research and strategy lead; turning insights into action and planning
- Qualitative and quantitative development and execution
- Resident and employee data analysis

## Experience

- Account Experience: Paducah Convention and Visitors Bureau, STIHL, ORCA Coolers, Unilever, Del Monte, Playtex, Jim Beam, Lewis Bake Shop, and Vermeer
- Insights & Strategy Director, Red Letter Communications, 2023–Present
- Strategic Planner, Red Letter Communications, 2017–2023
- Global Neurophysiologist, Nielsen, 2015–2017

## Education

- BS, Journalism, Emphasis in Strategic Communication and Neuromarketing, University of Missouri



ASSOCIATE CREATIVE DIRECTOR

**CARRIE WALKER**



JHS CLASS OF 2008

## Responsibilities

- Overall creative direction
- Tagline creation and all things copywriting and messaging, including interview support

## Experience

- Account Experience: The Ground-a-Bout, Old Town Cape, Leet Eyecare, Montgomery Bank, Alliance Bank, Ceramo Pottery, Christ Lutheran Church, Green Bear Project, Paducah CVB, Ste. Genevieve Chamber of Commerce, Missouri Coalition Against Domestic and Sexual Violence, Christopher Columbus Condos, Chateau Girardeau, National Healthy Start Association, ORCA Coolers, Saint Francis Healthcare System,
- Associate Creative Director, Red Letter Communications, 2023–Present
- Senior Copywriter and Content Strategist, Red Letter Communications, 2021–2023
- Senior Copywriter, Element 74, 2017–2021

## Education

- MA, English—Professional Writing, Southeast Missouri State University
- BA, English—Creative Writing, Southeast Missouri State University



ART DIRECTOR

**GRACE BOESE**

## Responsibilities

- Art direction
- Logo/branding creation
- Print and social media design

## Experience

- Account Experience: Paducah Convention and Visitors Bureau, STIHL, ORCA Coolers, Drury Plaza—Cape Girardeau, Ceramo Pottery, Surefitters, Vexus Fiber, Saint Francis Healthcare System
- Art Director, Red Letter Communications, 2020–Present
- Art Director, Creative Edge, 2017–2020
- Graphic Designer, BOLD Marketing, 2016–2017

## Education

- BS, Mass Communications—Advertising, Southeast Missouri State University

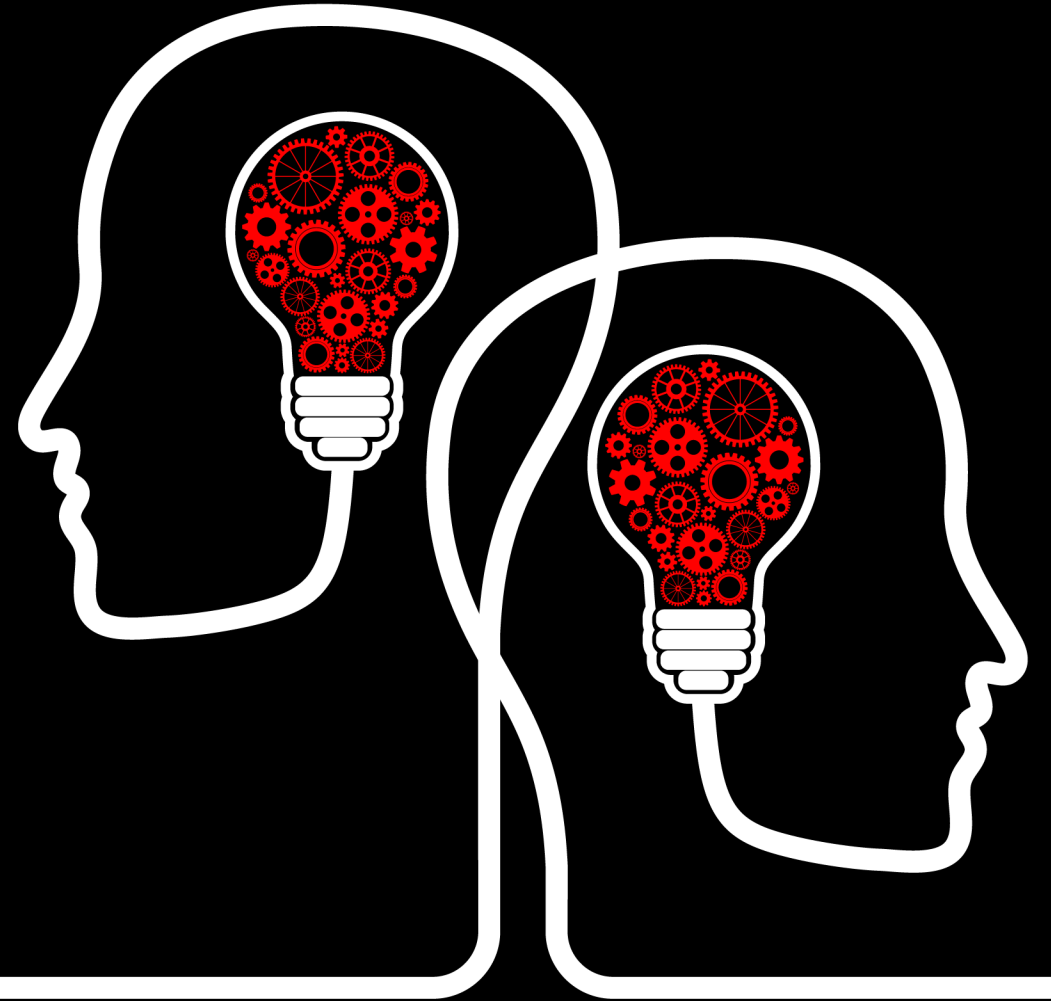


# OUR BRANDING PHILOSOPHY

Having a “philosophy” might sound pretentious, but we promise it just means we care about being good stewards of your brand. **A lot.** And we’ve spent a lot of time in the weeds exploring what does and doesn’t work in the process of building a strong brand.

Branding has layers, and it can be deceptively simple. A color palette? How bad could it be? But your brand reflects your city’s identity. When it comes to questions of identity, there are many thoughts, feelings, and opinions. And those opinions are usually a matter of the heart. You may know where your strengths are, but it can be tough to express it. Maybe not everyone agrees.

Across our team, we have decades of experience with successful branding projects. We know the right questions to ask, the right levers to pull, and just the right amount of magic it takes to create a brand that feels so *right* that everyone says, “Why didn’t we think of that?”



# THE POWER OF COMMUNITY BUY-IN

## Why it Matters:

A city brand is what your community believes, feels, and shares.

**Community buy-in transforms a new brand from a design into a shared identity. When residents, businesses, and civic leaders feel excited, the brand becomes something they champion and live each day.**

## How Buy-In Builds Brand Success:

- **Trust:** Involving the community early fosters transparency and goodwill.
- **Relevance:** Local voices shape a brand that reflects true values and lived experience.
- **Pride:** When people feel ownership, they become brand ambassadors.
- **Sustainability:** Brands with community roots stand the test of time and transition.

## Our Approach:

- ✓ **Engage early.** Draw from city tours, town hall and city council meeting observations, stakeholder survey and interviews, and pop-up listening sessions.
- ✓ **Listen deeply.** Hear from every corner of the community.
- ✓ **Reflect voices.** Infuse insights into visuals, messaging, and strategy.
- ✓ **Celebrate together.** Turn the brand launch into a community milestone.



# HOW OUR CLIENTS FEEL

WE DIDN'T PAY THEM TO SAY THIS. **THEY ACTUALLY PAID US!**

This body of work was truly top-notch—thoroughly researched, beautifully presented, and deeply impactful. The brand reveal was one of those rare, emotional moments that reminded us why this work matters. Jaimee did a phenomenal job leading the research and distilling insights into a story that felt both data-driven and heartfelt. It reshaped how we think about our visitor, our marketing, and our destination as a whole.

**PADUCAH CONVENTION AND VISITORS BUREAU**

”

We appreciate you and your team's hard work to help us create a beautiful brand. We can't wait to see how this will grow our future sales. Again, we appreciate the dedication Red Letter has demonstrated to help make our idea a reality.

**KASTEN**

”





# BRANDING

## CASE STUDY + OUR APPROACH

Enough setup—we know you wanna see what we can do.  
Here is a recent branding project we're pretty proud of.





# BACKGROUND

A distributor of masonry, stone, pools, spas, and fireplaces came to us to help create a new business division. As the shopping landscape continues to evolve, they wanted to evolve with it and launch a direct-to-consumer eCommerce business.





# STRATEGY + SOLUTION

Red Letter was tasked with crafting a singular brand name that unified the three different products (pools, spas, and fireplaces) while providing simplicity to the brand and differentiating each product division with a logo descriptor.

From conceptualizing and researching names to designing the logo to executing the launch and rollout, Red Letter helped bring the new brand to life.





# STEP 1: INTERNAL INTERVIEWS & NAME EXPLORATION

Interviewed stakeholders and explored different “buckets” of names

Elemental Living

Heartful Homes Direct

Heartful Homes

**Serenity  
Direct**

Home Elementals

Leisure Elements

Home Lux Direct



# STEP 2: LOGO & BRAND IDENTITY

Concept brand and sub-brand logos and colors

OF

SUB-BRANDS

SERENITY DIRECT

POOLS

SERENITY DIRECT

SPAS

SERENITY DIRECT

FIREPLACES

SERENITY DIRECT | POOLS

SERENITY DIRECT | SPAS

SERENITY DIRECT | FIREPLACES

OPT:

BRAND FAMILY

SERENITY DIRECT

SERENITY DIRECT

POOLS

SERENITY DIRECT

SPAS

SERENITY DIRECT

FIREPLACES

SERENITY DIRECT POOLS

SERENITY DIRECT SPAS

SERENITY DIRECT FIREPLACES

OP:

SUB-BRANDS

SERENITY DIRECT POOLS

SERENITY DIRECT FIREPLACES

SERENITY DIRECT SPAS

SERENITY DIRECT POOLS

SERENITY DIRECT FIREPLACES

SERENITY DIRECT SPAS

OPT:

BRAND FAMILY

SERENITY DIRECT POOLS

SERENITY DIRECT FIREPLACES

SERENITY DIRECT SPAS

SERENITY DIRECT POOLS

SERENITY DIRECT FIREPLACES

SERENITY DIRECT SPAS

SERENITY DIRECT POOLS

SERENITY DIRECT FIREPLACES

SERENITY DIRECT SPAS

OF

SUB-BRANDS

SERENITY DIRECT SPAS

SERENITY DIRECT FIREPLACES

SERENITY DIRECT POOLS

SERENITY DIRECT SPAS

SERENITY DIRECT FIREPLACES

SERENITY DIRECT POOLS

OPT:

BRAND FAMILY

SERENITY DIRECT

SERENITY DIRECT SPAS

SERENITY DIRECT FIREPLACES

SERENITY DIRECT POOLS

SERENITY DIRECT SPAS

SERENITY DIRECT FIREPLACES

SERENITY DIRECT POOLS

SERENITY DIRECT SPAS

SERENITY DIRECT FIREPLACES

SERENITY DIRECT POOLS

SERENITY DIRECT POOLS

SERENITY DIRECT SPAS

SERENITY DIRECT FIREPLACES





# STEP 3: LOGO & BRAND GUIDELINES

Bring the chosen logo and brand identity to life with clear and comprehensive brand guidelines.

PARENT LOGO



The parent logo is used to encompass a family of brands and helps maintain a cohesive visual identity. This logo is to be used sparingly and is not the primary logo for any of the individual brands.

PRIMARY BRAND LOGOS

These three primary logos are used to convey the brand's identity and are available in stacked and horizontal versions. To maintain their visual integrity, do not alter the colors, tilt them, or wrap them in any way.



SERENITY DIRECT  
POOLS



SERENITY DIRECT  
FIREPLACES



SERENITY DIRECT  
SPAS

SECONDARY VARIATIONS



SERENITY DIRECT  
POOLS



SERENITY DIRECT  
FIREPLACES



SERENITY DIRECT  
SPAS



SERENITY  
DIRECT



SERENITY  
DIRECT



SERENITY  
DIRECT

**SMALL SPACES**

A Proven Approach.

In today's multi-screen world, brands are taking recognizable marks and customizing them for use across mediums. Our small space logos feature each of the icons used to represent the three brands of Serenity Direct (pools, fireplaces, and spas).

These versions also include 'Serenity Direct' in a stacked font to make it more readable in smaller spaces. The small space logo can also be used with the icon by itself with the coordinating color of that brand (serenity blue, brick, and sage).

COLOR PALETTE

Serenity Direct has five official colors: serenity blue, brick, sage, tan, and cream. These colors should become a recognizable identification for the company. Secondary colors are complementary to the primary colors in the pallet and should be used sparingly.

PRIMARY

Serenity Blue

C 75 M 45 Y 25 K 2  
R 76 G 123 B 156

PRIMARY

Brick

C 34 M 51 Y 50 K 7  
R 94 G 125 B 115

PRIMARY

Sage

C 55 M 34 Y 52 K 7  
R 121 G 139 B 123

SECONDARY

Tan

C 25 M 20 Y 41 K 5  
R 94 G 174 B 150

SECONDARY

Cream

C 5 M 5 Y 5 K 0  
R 239 G 236 B 234

COLOR TONES

#4C7B9C

#A47D73

#798B7B

#C2AE96

#EFECEA

TYPOGRAPHY

Serenity Direct uses two primary fonts for headlines, subheads, and body copy. These fonts are clean and modern and help the brand convey its identity of elegance and sophistication.

**Primary Font**

Montserrat is a modern sans serif font that uses geometric shapes to give it a clean appearance. This font is to be used for headlines and body copy. We recommend these font substitutions based on use case:

Emails: Helvetica  
Websites (w/ no external fonts): Helvetica

**Secondary Font**

Trebuchet MS

Aa Bb Cc Dd

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z  
1 2 3 4 5 6 7 8 9 0 # \$ % & @

**Montserrat**

|       |         |        |          |      |           |       |
|-------|---------|--------|----------|------|-----------|-------|
| Light | Regular | Medium | Semibold | Bold | Extrabold | Black |
|-------|---------|--------|----------|------|-----------|-------|

A B C D E F G H I J K L M N O P Q R S T U V W X Y Z  
a b c d e f g h i j k l m n o p q r s t u v w x y z

Trebuchet MS is a simple sans serif typeface that is available in four different weights. This font is to be used for subheads and calls to action.





# BRANDING

**MORE CASE STUDIES**

# CREATING A TOURISM BRAND FROM SCRATCH

## GO JACKSON MO BRAND DEVELOPMENT

### BACKGROUND

Jackson, Missouri doesn't have a destination marketing organization, but with so much to offer and so many visitors passing through due to family events, sports, and other activities, the town leaders wanted to create a tourism brand that brought awareness to visitors and acted as a rallying call to locals.

### STRATEGY AND SOLUTION

We designed a branding project built on audience insights and client values that included branding guidelines, website development, and a social media strategy.

**13K** ORGANIC REACH IN THE FIRST MONTH **12K** SOCIAL FOLLOWERS IN THE FIRST MONTH

### REFERENCE

Janna Clifton, Retail and Membership Director  
Jackson Area Chamber of Commerce  
573.243.8131



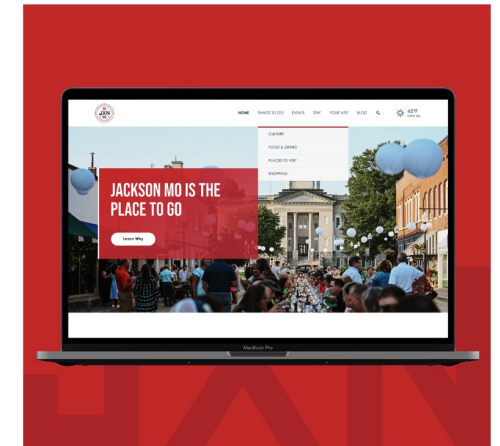
### UNDERSTANDING THE VISITORS

We did audience research to understand who comes to Jackson and what brings them there.



### CREATING A BRAND

The creative team designed a logo, tagline, and branding guidelines to guide Jackson in their future campaigns.



### GOING LIVE

After building the website and launching a social media campaign, we reached over 13K users in the first month and helped grow Jackson's social following to 12,000.

## DEPLOYMENTS

BRAND GUIDELINES • SOCIAL MEDIA • PRINT • WEBSITE

VIEW MORE







# EMBRACE WHO YOU REALLY ARE

## PADUCAH    BRANDING REFRESH

### BACKGROUND

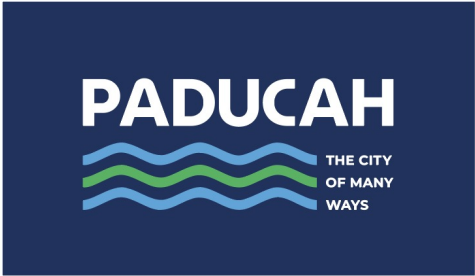
Paducah is a UNESCO Creative City, and their brand identity heavily leaned on this designation. After research revealed that only a small portion of Paducah’s visitors were attracted by their UNESCO designation, the Paducah Visitor and Conventions Bureau (PCVB) decided to rethink branding to help them connect better with their existing visitors and grow their UNESCO-related audiences.

### STRATEGY AND SOLUTION

Our creative team used audience research done by our in-house insights and strategy team to craft a unique brand identity including a new destination descriptor, logo, and color palette. Our challenge was to be inclusive of both the majority of visitors and those drawn in by the UNESCO creative attractions, so we chose to evolve the current brand and colors with more modern fonts and design work, reposition UNESCO as a sub-brand, and offer a descriptor that encompassed the full breadth of their audience.

### REFERENCE

Liz Hammonds, Director of Marketing & Communications  
Paducah Convention and Visitors Bureau  
1.800.PADUCAH



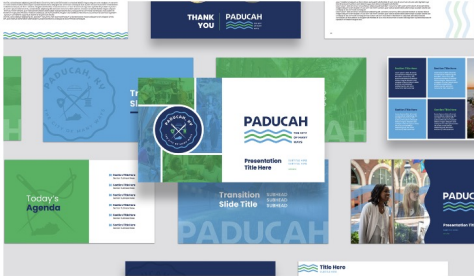
### NEW LOGO AND DESIGN

The Paducah brand got a full facelift with bolder, more modern colors, updated font, and the introduction of design that reflects the quirkiness of the town’s personality including a “wave” element as a nod to the river and a “stitch” element that harkens back to Paducah’s longstanding history with quilting.



### A UNIFIED MESSAGE

We gave Paducah a message to help them remain open and inclusive while still offering the flexibility to shape marketing efforts toward specific target audiences. Paducah is now: The City of Many Ways.



### TEMPLATES & PRESENTATION MATERIALS

To help PCVB begin integrating their new branding, we provided easy-to-use templates and helped them craft messaging for their stakeholders and community members to help sell-in the changes. We also provided a rollout recommendation plan including internal and external stakeholder education, downtown and lower town application, and city-wide application.

## DEPLOYMENTS

BILLBOARD • PRINT • SOCIAL MEDIA



# A NEW IDENTITY FOR A NEW ERA

SUREFITTERS

BRANDING

**BACKGROUND**

As Stonebrooke Equipment set up for the next chapter of growth as a vehicle upfitter, they realized their name wasn't an accurate reflection of their identity or evolved services. It was time for a rebrand.

**STRATEGY AND SOLUTION**

Through a new brand identity, we aimed to clearly communicate the company's current direction and pay tribute to the values that have always driven them. With a new name, logo, and rollout strategy, we helped bring Surefitters to life for nationwide growth.

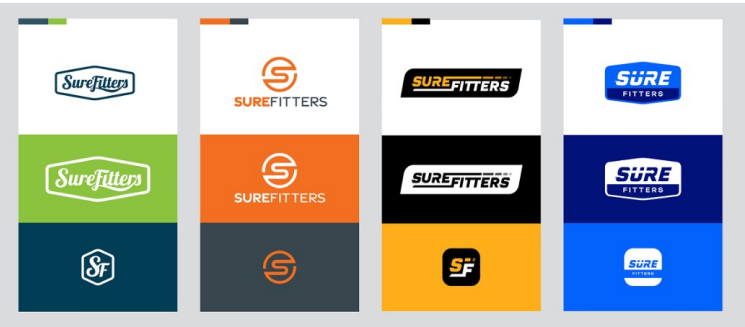
**REFERENCE**

Todd Alexander, Sales and Marketing Director  
612.599.6011  
todd.alexander@surefitters.com



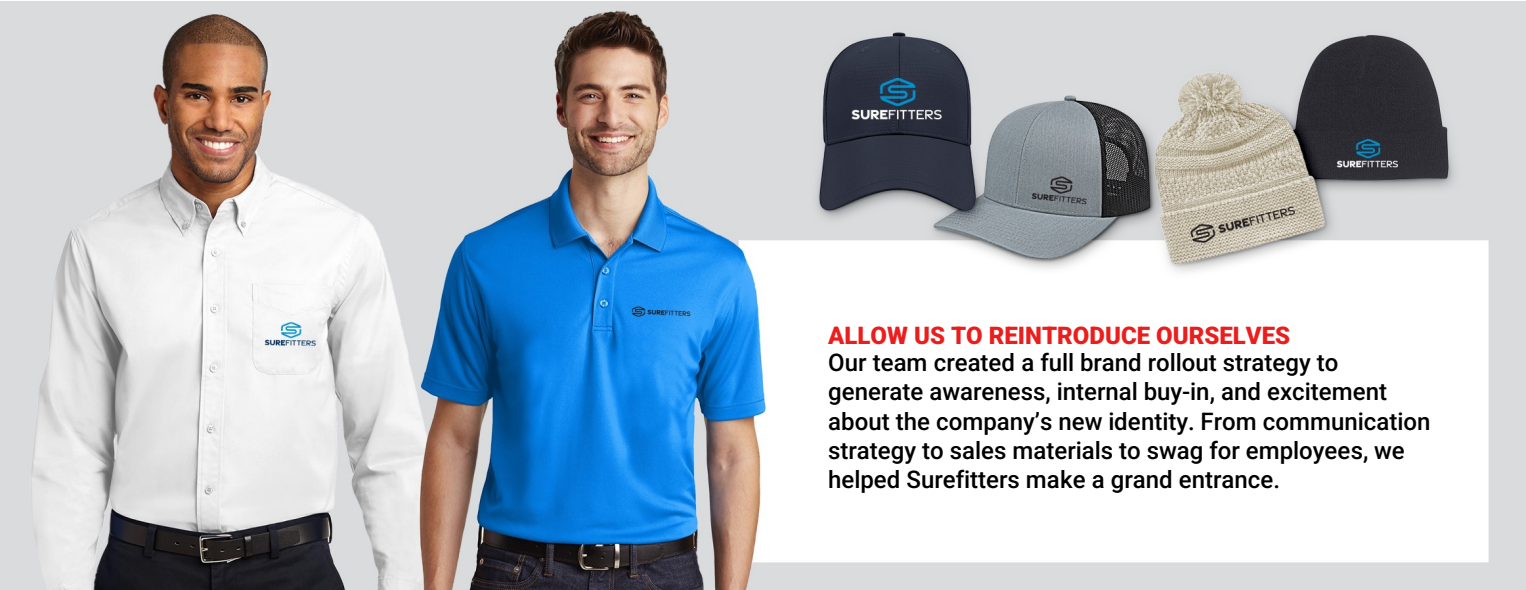
**A SURE THING**

After interviewing stakeholders and researching existing trademarks in the industry, we provided several buckets of name ideas. Surefitters rose to the top since it quickly describes what the company does and reflects their dedication to quality.



**LOOK-AND-FEEL EVOLUTION**

To explore white space in the industry, we provided a range of logo and color pallet options. The winning logo's silhouette is an homage to the original Stonebooke logo, while a simple yet effective "S" mark allows the branding to flex into spaces of all sizes.



**ALLOW US TO REINTRODUCE OURSELVES**

Our team created a full brand rollout strategy to generate awareness, internal buy-in, and excitement about the company's new identity. From communication strategy to sales materials to swag for employees, we helped Surefitters make a grand entrance.

## DEPLOYMENTS

BRANDING • LOGO • VIDEO • WEBSITE • STATIONARY • SALES COLLATERAL • SWAG + WEARABLES

VIEW MORE  
→





# LOGOS WE'VE MADE



# INVESTMENT & TIMING

- **Research:** \$2,000 | 2-3 weeks
- **Brand Development:** \$12,500 | 3-5 weeks
- **Bonus Rollout Strategy & Support:** FREE
  - Rollout Strategy: 2 weeks

**Total Investment:** \$14,500 | 7-10 weeks (2-3 months)

*Additional Add-On:*

**Template Development:** \$2,000 | 2 weeks

*Pricing and timeline are provided as an estimate based on the current scope of work. We are open to discussing adjustments and tailoring the investment to best meet the City of Jackson's needs and priorities.*

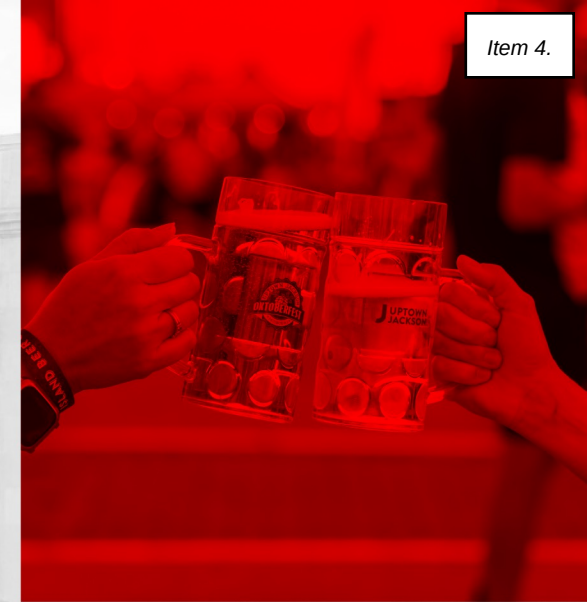




# THANK YOU

**Red Letter Communications**  
1610 N. Kingshighway, Suite 300  
Cape Girardeau, MO 63701

**Phone:** 573.334.7410  
**Email:** [Tara.Buehler@rlci.com](mailto:Tara.Buehler@rlci.com)



Item 4.



BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *RED LETTER COMMUNICATIONS OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO *PROFESSIONAL SERVICES FOR THE CITY LOGO DESIGN PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Red Letter Communications of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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



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

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

FIRST READING: October 6, 2025.

SECOND READING: October 6, 2025.

PASSED AND APPROVED this 6th day of October, 2025, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



## City Logo Design Services

Prepared For: City of Jackson, MO ("Client")  
Prepared By: Red Letter Communications, Inc. ("Agency")

09/24/25



## EXECUTIVE SUMMARY:

The City of Jackson, Missouri is seeking a refreshed logo that reflects its forward-looking spirit while honoring its historical roots. The new identity should be visually distinct, professional, and adaptable for use across all city departments and public communications, including print, digital, signage, and merchandise.

To achieve this, the project will begin with background research and community engagement, including interviews with residents and staff, to define the city's core values and authentic identity. Insights from this phase will guide the development of a comprehensive brand identity that resonates with stakeholders and reflects the character of Jackson.

Once the brand is established, we will create practical templates to ensure consistent application across priority materials. Finally, we will support the City with rollout strategy to help launch the new brand smoothly and effectively.

This proposal outlines the proposed approach, timeline, and investment needed to bring the City of Jackson, MO's new brand to life.



## 01. SCOPE OF WORK:

Agency shall provide the City of Jackson the services required to satisfy activities and deliverables described below.

The process will include the following steps and deliverables:

1. **Research: Understanding Jackson**
  - a. Kickoff Meeting: Red Letter will conduct a kickoff meeting to meet with key stakeholders that will be involved in the branding process.
  - b. Survey: Red Letter will draft the questions and create an exploratory survey that can be shared with key stakeholders across city departments. This will be a streamlined way to gather information that will inform the exploration process.
  - c. Key Interviews: We will follow up with interviews with key stakeholders whose survey responses stood out or provided a unique perspective (3 - 5 Interviews).
2. **Brand: Developing the Identity**
  - a. The information gathered in the research step will be utilized to write a creative brief. Once approved by Client, the creative team will begin logo concepts.
    - i. Please note: Red Letter will explore logo concepts that allow for unity with various city departments.
  - b. Red Letter will present the logo concepts to key stakeholders. This will include two rounds of input to refine the logo concepts provided.
  - c. Once a logo is chosen, Red Letter will develop a comprehensive brand identity, including:
    - i. Logo variations for both horizontal and vertical spaces for maximum flexibility
    - ii. Color palette, including secondary brand colors catered to both print and digital environments, as well as full color, single color, and black and white versions
    - iii. Legible fonts that are both print and web friendly and easily accessible
    - iv. Tagline/messaging options that reflect and amplify the city's identity
    - v. High-resolution (600 DPI minimum) file delivery of all brand assets, including layered EPS, vector, .jpg, and .png files.
3. **Templates: Building the Toolkit**
  - a. Once the new brand is established, Red Letter will create templates to bring the brand to life and create consistency throughout the City's priority collateral materials.
  - b. Red Letter will establish a priority collateral list with the City upon project kickoff. Example templates could include (but may vary depending on ask and scope): apparel mockup, website home page mockup, vehicle decal mockup, social media profile images, business cards, email signatures.
4. **Rollout: Introducing the Brand**
  - a. We will guide you through the brand launch by providing rollout recommendations. Examples may include:
    - i. Phased rollout strategy: Guidance on how to rollout internally and externally, what to update immediately vs. over time.





## / AGREEMENT

- ii. Community Engagement Ideas: Such as strategies to announce and celebrate the new logo in a way that gets the community involved
- iii. Ongoing Support: Consultation for City Council or Town Hall meetings, as well as any questions that arise.
- iv. A brand style guide to reflect how to use your assets moving forward

The estimate will be adjusted if the project scope changes, including but not limited to any additional rounds of input. Red Letter will communicate any such changes as they arise to ensure alignment before proceeding.

## 02. TIME PERIOD:

The planned duration of this engagement is 9-12 weeks. Timing is subject to change based on client input or key Council presentation dates. A more detailed milestone timeline will be provided after project kickoff.

- Weeks 1-3: Project Kickoff, Survey and Key Stakeholder Interviews, Creative Brief
- Weeks 4-8: Logo Creation, Presentations, and Revisions
- Weeks 9-11: Template Creation
- Week 12: Rollout Strategy

## 03. FEES:

The Agency's fee for the Scope, as described above in Section 1, is \$14,500.

The Scope will be invoiced 50% upon kickoff and 50% upon delivery of rollout recommendations.

## 04. TERMS AND CONDITIONS

These terms and conditions will apply to City of Jackson ("Client") / Red Letter Communications, Inc. ("Red Letter Communications", "Red Letter" or "Agency") business relationship during the term of this agreement.

### 1. Payment Terms:

- All payments due NET 30
- Invoicing Schedule:  
Agency fees will be invoiced on/around the 15<sup>th</sup> or 30<sup>th</sup> of each month.
  - Quoted projects/approved SOWs will be invoiced at 50% upon project kickoff / estimate approval and 50% upon final delivery.
  - Projects are estimated in advance. Estimates are based on the anticipated time and outside service costs for a project and do not include reasonable reimbursable expenses (such as travel, postage, delivery, freight, etc.).



## / AGREEMENT

Any changes, additional services or materials requested after an estimate is accepted will be subject to change order and submitted for approval before work begins or resumes.

- Due to coordination and management of vendor relationships, as well as the assumed risk taken by the Agency, outside services will be billed at Agency cost plus 20% markup.
  - Reasonable reimbursable expenses will be billed at net cost. These include, but are not limited to, postage, freight, delivery, and sales tax.
2. Finished Products produced by Red Letter Communications become the exclusive property of Client and are available for your use, assuming compliance with this agreement—which assumes your account is in good standing.
  3. Timing is subject to change if any of the items and/or features described in this agreement are changed or redefined.
  4. Schedules are contingent on delivery timing of receivables (including reviews and other correspondence) to be agreed upon prior to project kickoffs.
  5. Any scope, schedule or payment terms are directly agreed upon between Red Letter Communications and Client regardless of any other agreements Client may have with extended relationships. Client agrees to pay Red Letter Communications for all services rendered as part of this agreement on time and that payments to Red Letter Communications from Client are not dependent on any payments expected from their clients and extended relationships.
  6. Red Letter Communications shall not be responsible for delays caused by the Client or its third-party vendors. Delays in the project schedule will be incurred as extended duration of the retained team and invoiced accordingly.
  7. Unless specified, SOWs account for professional services; no hardware or software licenses provision is included. With the purchase of any approved external tools, plugins, CRMs, visual images, hosting fonts, and other associated components to be used in production, the cost associated will be provided to the client.
  8. Any necessary compliance process that might need to be undertaken, such as PCI or ADA Compliance, is not included within this proposal.
  9. Commitments to Third Parties:
    - a. All purchases of media, licenses, and engagement of talent will be subject to Client's prior approval. Client reserves the right to cancel any such authorization, whereupon Agency will take all appropriate steps to affect such cancellation, provided that Client will hold Agency harmless with respect to any costs incurred by Agency as a result. If at any time Agency obtains a discount or rebate from any supplier in connection with Agency's rendition of services to Client, Agency will credit Client or remit to Client such discount or rebate. For all media purchased by Agency on Client's behalf, Client agrees that Agency shall be held solely liable for payments only to the extent proceeds have cleared from Client to Agency for such media purchase; otherwise, Client agrees to be solely liable to media ("Sequential Liability"). Agency will use its best efforts to obtain agreement by media to Sequential Liability.
  10. Client and Red Letter Communications agree to hold the other, its parents, subsidiaries and/or affiliates, and the officers, directors, shareholders, successors and/or each of them harmless from and against any and all third-party claims, damages, liabilities, costs and expenses, including expenses arising out of, or relating to, any breach or alleged breach of any warranty, representation, covenant, or agreement made by Client, or Red Letter Communications, as the case may be, which is inconsistent with the provisions hereof. Each party will give the other prompt written notice of any such claim, action, or demand for which indemnity is claimed.
  11. Confidentiality and Safeguard of Property:
    - a. The party receiving Confidential Information will: (a) use such information solely for performance under this Agreement; (b) not disclose such information to any third party (excluding Agency employees which are not potential competitors of the disclosing party); and (c) otherwise protect such information from any unauthorized use or disclosure. The receiving party shall see that its employees, agents, and affiliates having access to Confidential Information are bound by confidentiality obligations consistent with this provision.
  12. Red Letter Communications reserves the right to correct errors and omissions.
  13. Termination of Agreement:
    - a. Party to this Agreement may terminate it with 30-days written notice.
      - i. Termination Arrangements:
        1. Red Letter Communications will generate an invoice covering all the agency's unbilled deliverables for client-approved work.
        2. Client agrees to reimburse Red Letter Communications for all approved work in progress and any additional expenses related to off-boarding.
        3. Client will agree to complete all reservations, contracts, etc., yet to be used, which were entered into by Red Letter Communications on Client's behalf.
  14. No provision of this Agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.



/ AGREEMENT

## 05. AGREEMENT:

By signing below and returning this agreement to Red Letter Communications, you certify that you agree to the payment schedule and fully agree to the terms and conditions.

This Agreement can only be changed by mutual written consent.

\_\_\_\_\_  
Mayor Dwain Hahs | City of Jackson, MO ("Client")

\_\_\_\_\_  
Date

Tara Buehler  
Tara Buehler | Red Letter Communications, Inc ("Agency")

9/24/25  
Date



# City of Jackson

---

**TO:** Mayor and Board of Aldermen

**FROM:** Angela Birk, City Clerk/Treasurer

**DATE:** September 18, 2025

**RE:** BS&A Software Change Order

---

Attached is Change Order No. 1 to the BS&A Software contract for Financial & Utility Billing Migration project. This is a \$0.00 change order to correct some language in the initial contract. City of Jackson fixed assets are currently tracked by the auditors, outside of our current software and will be imported into the new software rather than converting them from the current software, as stated in the contract.



# Change Request

BS&A Software, LLC | bsasoftware.com | 855 BSASOFT

Customer: City of Jackson, Cape Girardeau County MO

Prepared By: Steve Rennell

|         |         |                  |            |
|---------|---------|------------------|------------|
| Quote # | Q-01838 | Date             | 06/12/2025 |
|         |         | Valid Until Date | 10/10/2025 |

| Changed Deliverable                        | Net Change in Cost |
|--------------------------------------------|--------------------|
| Remove Fixed Assets conversion from Gworks | \$-4,520.00        |
| Add import of Assets for Fixed Assets      | \$4,520.00         |
| Total Net Changes                          | \$0.00             |

## BS&A Software, LLC

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

## Customer

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Angela Birk, City Clerk/Treasurer

**DATE:** September 18, 2025

**RE:** BS&A Software Addendum

---

Attached is an addendum to the BS&A Software Financial & Utility Billing Migration contract for the addition of 2 credit card readers to be used in the Collector's office. The price per reader is \$350.00, and staff recommends purchasing 2 of these card readers.

## Integrated Payments Addendum

This Addendum (“**Addendum**”) supplements the Customer Agreement entered into by and between BS&A Software, LLC (“**BS&A**”) and the City of Jackson, Missouri (“**Customer**”) together with the BS&A Customer Terms and Conditions (collectively, the “**Agreement**”), effective on the date of the Customer signature.

Payment processing services accessible through an integration with BS&A’s platform are provided by BS&A’s designated payment processor, as BS&A may designate from time to time (“**Processor**”). As of the effective date of this Addendum, the Processor is Stripe, Inc. (“**Stripe**”). This Addendum will apply if Customer sets up an account with the Processor (with Stripe as processor, such account is referred to herein as the “**Stripe Connected Account**”), to receive payment processing services from Processor (“**Payment Processing Services**”) through such integration. Capitalized terms used but not defined here will have the meanings given to them in the Agreement or in the Stripe Agreements (defined below).

### 1. Payment Processing Services

**1.1 Processor Agreements.** As of the effective date of this Addendum, use of the Payment Processing Services is subject to the Stripe Connected Account Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the “**Stripe Agreements**”). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer’s electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.

**1.2 Customer Information and onboarding.** Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.

**1.3 Transaction Processing and Settlement.** Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer’s designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer’s customer (the cardholder) on Customer’s behalf. In such

event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder's obligation to Customer in connection with the transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the cardholder or the cardholder's financial source.

**1.4 Data Usage and Sharing.** Customer authorizes BS&A to (a) access and receive data relating to Customer's Stripe Connected Account (as such term is defined in the Stripe Agreements), including transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe in connection with the Payment Processing Services; and (c) issue instructions to Stripe regarding Transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Stripe.

## **2. Payment Terms**

**2.1 Fees.** The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

**2.2 Disputes.** If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.

**2.3 Tax Reporting.** BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by

Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

**2.4 Electronic Delivery of Tax Documents.** In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

### 3. Compliance

**3.1 Laws and Rules.** Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.

**3.2 Customer's Business.** Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("**Transactions**") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

**3.3 Prohibited Activities.** Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the Stripe Restricted Businesses List. Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.

**3.4 Fraud Monitoring.** BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on



Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

**3.5 Cardholder Fee Programs.** If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

#### 4. Chargebacks

**4.1 Chargebacks.** If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Stripe to require a reserve, (c) instruct Stripe to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

**4.2 Investigations.** BS&A is not obligated to intervene in any dispute arising between Customer and cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. BS&A reserves the right to change such fee at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement.

## **5. Liability**

### **5.1 Indemnification.**

- 5.1.1** In addition to the indemnification obligations under the Agreement, Customer will indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct.
- 5.1.2** In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.

**5.2 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. BS&A'S LIABILITY IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNMENT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

**5.3 Force Majeure.** BS&A is not responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

## **6. Term and Termination**

**6.1 Term.** This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.

**6.2 Termination.** This Addendum will automatically terminate upon termination of the Agreement.

**6.3 Termination by BS&A.** In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice, for: (a) Customer breaches any provision of this Addendum or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; or (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason. Upon the termination of the Stripe Agreements or the Customer's Stripe Connected Account for any reason, this Addendum will automatically terminate.

**6.4 Effect of Termination.** The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

## 7. General

**7.1 Precedence.** Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.

**7.2 Amendments.** Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will use reasonable efforts to give Customer thirty (30) days' prior notice of any such amendment. Additionally, during the Term and upon at least 30 days' prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A's vendors and service providers. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates, no less than ninety (90) days before the end of the then-current Term.

**7.3 Dispute Resolution.** The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

**7.4 Counterparts.** This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

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

Name:

Title:

Date:

## Tax E-Delivery Consent

**Please read this information carefully and print or download a copy for your files.**

### Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent (“**Consent**”), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services (“**Tax Documents**”), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent (“**Consent**”) is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

### Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

- (a) via email at the email address BS&A has on file for you; and/or
- (b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

### Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

### Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below



### Withdrawal or Termination this Consent

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

### System Requirements

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

### Contact BS&A

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- [payments@bsasoftware.com](mailto:payments@bsasoftware.com)

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

Name:

Title:

Date:

### Schedule A – Payment Processing Services & Fees

| Service                                       | Fee |
|-----------------------------------------------|-----|
| Payment Processing Implementation             | \$0 |
| Monthly Account Fee                           | \$0 |
| Gateway                                       | \$0 |
| PCI DSS                                       | \$0 |
| Tokenization                                  | \$0 |
| Chargeback / Dispute Management               | \$0 |
| Real-Time ACH Validation                      | \$0 |
| Real-Time Transaction Fraud & Risk Monitoring | \$0 |
| Text – to – Pay                               | \$0 |
| IVR                                           | \$0 |

| Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor |            |                 |
|------------------------------------------------------------------------------------|------------|-----------------|
| Online, Text, IVR, Counter                                                         | Percentage | Per Transaction |
| Utility Billing                                                                    | 2.95%      | \$0.50          |
| Tax                                                                                | 2.80%      | \$0.50          |
| Misc.                                                                              | 2.95%      | \$0.50          |

| Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality |            |                 |
|---------------------------------------------------------------------------------------|------------|-----------------|
| Online, Text, IVR, Counter                                                            | Percentage | Per Transaction |
| Utility Billing                                                                       | 2.80%      | \$0.50          |
| Tax                                                                                   | 2.80%      | \$0.50          |
| Misc.                                                                                 | 2.80%      | \$0.50          |

| ACH – Pass-Through to Payor |                     |
|-----------------------------|---------------------|
| Transaction Amount          | Fee per Transaction |
| \$0 - \$1,000               | \$3.00              |
| \$1,001 - \$5,000           | \$6.00              |
| \$5,001 +                   | \$12.00             |

| ACH – Absorbed by Municipality |                     |
|--------------------------------|---------------------|
| Transaction Amount             | Fee per Transaction |
| \$0 - \$1,000                  | \$1.50              |
| \$1,000 - \$5,000              | \$3.00              |
| \$5,000 +                      | \$6.00              |

| Item                          | Price    | Quantity                       | Total                               |
|-------------------------------|----------|--------------------------------|-------------------------------------|
| Stripe S700 Terminal and Dock | \$415.00 | <input type="text"/>           | \$ <input type="text"/>             |
| Stripe S700 Terminal          | \$350.00 | <input type="text" value="2"/> | \$ <input type="text" value="700"/> |
| Stripe S700 Dock              | \$65.00  | <input type="text"/>           | \$ <input type="text"/>             |
| Stripe S700 Hub               | \$50.00  | <input type="text"/>           | \$ <input type="text"/>             |
| Stripe S700 Case              | \$35.00  | <input type="text"/>           | \$ <input type="text"/>             |

| Payment Type                 | Accept Payments Using This Method |
|------------------------------|-----------------------------------|
| Online with BS&A Online      | <input type="text" value="✓"/>    |
| Text-to-Pay                  | <input type="text" value="✓"/>    |
| IVR Phone Payments           | <input type="text" value="✓"/>    |
| Counter with Cash Receipting | <input type="text" value="✓"/>    |

| Type                       | Pass Through to Payor          | Absorbed by Municipality |
|----------------------------|--------------------------------|--------------------------|
| Credit Card Fees - Online  | <input type="text" value="✓"/> | <input type="text"/>     |
| Credit Card Fees - Text    | <input type="text" value="✓"/> | <input type="text"/>     |
| Credit Card Fees - IVR     | <input type="text" value="✓"/> | <input type="text"/>     |
| Credit Card Fees - Counter | <input type="text" value="✓"/> | <input type="text"/>     |
| ACH Fees - Online          | <input type="text" value="✓"/> | <input type="text"/>     |
| ACH Fees - Text            | <input type="text" value="✓"/> | <input type="text"/>     |
| ACH Fees - IVR             | <input type="text" value="✓"/> | <input type="text"/>     |



# City of Jackson

September 17, 2025

**Subject: Donation of Equipment to Delta Fire Protection District**

Mayor and Members of the Board of Aldermen,

Earlier this year, we were fortunate to receive an \$80,000 Assistance to Firefighters Grant (AFG) award to replace our compressor and breathing air fill station for Self-Contained Breathing Apparatus (SCBA). The new unit has been installed as part of our recent remodel and is now in service. Our former system, which remains in serviceable condition, is currently in storage.

As you know, the Delta Fire Protection District continues to face significant challenges in recovering from the April tornado, which destroyed their fire station. As part of their rebuilding process, they are working to replace critical infrastructure. Delta has never had access to the capabilities provided by a compressor and breathing air fill station.

Given the limited value the old system would likely bring at a government auction, staff recommends that the City consider donating the unit to the Delta Fire Protection District. This donation would provide a meaningful resource to their department and community as they continue their recovery.

If you have any questions, you can contact me anytime.

Sincerely,

Jason Mouser  
Fire Chief  
Jackson Fire Rescue  
503 S. Hope St.  
Jackson, MO 63755  
573-243-5740  
[jmouser@jacksonfire.org](mailto:jmouser@jacksonfire.org)

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *DELTA FIRE PROTECTION DISTRICT, OF DELTA, MISSOURI*, RELATIVE TO *THE DONATION OF COMPRESSOR AND FILL STATION EQUIPMENT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

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

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

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

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



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

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

FIRST READING: October 6, 2025.

SECOND READING: October 6, 2025.

PASSED AND APPROVED this 6th day of October, 2025, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is entered into this \_\_\_\_ day of October, 2025, by and between the City of Jackson, Missouri, a municipal corporation ("Donor"), and the Delta Fire Protection District ("Recipient").

### **RECITALS**

**WHEREAS**, the City of Delta, Missouri, has recently suffered significant devastation due to a tornado, impacting its infrastructure and public safety resources;

**WHEREAS**, the Donor desires to show support to Recipient during its time of need by donating certain equipment at no cost to assist in recovery efforts;

**WHEREAS**, the Donor possesses a Bauer compressor and fill station (the "Equipment") that it wishes to donate to the Recipient;

**WHEREAS**, the Recipient desires to accept the donation of the Equipment to aid in its public safety operations;

**WHEREAS**, the parties agree that the donation shall be made on an "as-is" basis, with no representations or warranties regarding the condition, functionality, or suitability of the Equipment; and

**WHEREAS**, the Recipient agrees to release the Donor from any and all claims related to the Equipment;

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### **AGREEMENT**

1. **Donation of Equipment.** The Donor hereby agrees to donate the Equipment to the Recipient at no cost. The donation shall be completed upon delivery of the Equipment to the Recipient at a mutually agreed-upon location and time.

2. **Acceptance "As-Is."** The Recipient acknowledges and agrees that it accepts the Equipment in its current "as-is" condition, without any representations, warranties, or guarantees, express or implied, from the Donor regarding the Equipment's condition, quality, merchantability, fitness for a particular purpose, or compliance with any laws, regulations, or standards. The Recipient has had the opportunity to inspect the Equipment prior to acceptance and assumes all risks associated with its use.

3. **Release of Liability.** The Recipient hereby releases, waives, and forever discharges the Donor, its officials, employees, agents, and representatives from any and all claims, demands, liabilities, actions, causes of action, damages, costs, or expenses (including attorneys' fees) arising

out of or related to the Equipment, including but not limited to its donation, acceptance, use, maintenance, or disposal. This release shall survive the termination of this MOU.

4. **No Further Obligations.** The parties agree that this donation imposes no further obligations on either party beyond those expressly stated herein. The Donor shall not be responsible for any transportation, installation, maintenance, repair, or disposal costs associated with the Equipment.

5. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of laws principles, and venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

6. **Entire Agreement.** This MOU constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.

7. **Amendments.** Any amendments to this MOU must be in writing and signed by authorized representatives of both parties.

8. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **Effective Date.** This MOU shall become effective upon the last signature below.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first above written.

CITY:

CITY OF JACKSON, MISSOURI

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

ATTEST:

\_\_\_\_\_  
Angela Birk, City Clerk

DELTA FIRE PROTECTION DISTRICT

---

Stanley Moore, President

ATTEST:

---

Gary Edwards, Secretary

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE CALLING A GENERAL ELECTION TO FILL THE OFFICES OF ALDERMAN WARD I, ALDERMAN WARD II, ALDERMAN WARD III, AND ALDERMAN WARD IV; ESTABLISHING FILING DEADLINE FOR SAID OFFICES; PROVIDING SAMPLE BALLOT; PROVIDING SAMPLE NOTICE; REQUESTING ELECTION AUTHORITY TO PROCEED WITH ELECTION; ALL IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 19 OF THE CITY CODE OF ORDINANCES AND CHAPTER 115 OF THE REVISED STATUTES OF MISSOURI, 2000, AS AMENDED; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH.**

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

Section 1. That the Mayor and the Board of Aldermen of the City of Jackson, Missouri, hereby call an election to be held on the date and the times hereinafter set forth.

Section 2. That the Mayor and the Board of Aldermen, Jackson, Missouri, in accordance with the provisions of Chapter 19 of the City Code of Ordinances and Chapter 115 of the Revised Statutes of Missouri, 2000, as amended, hereby direct the City Clerk to file official notice of general election to fill the offices of Alderman Ward I, Alderman Ward II, Alderman Ward III, and Alderman Ward IV. Said notice shall include the following information:

Agency Calling the Election: City of Jackson, Missouri

Name of Office to be Filed: Alderman Ward I  
Alderman Ward II  
Alderman Ward III  
Alderman Ward IV

Date of Election: April 7, 2026

Period Within Which A Candidate Must File:  
8:00 A.M., Tuesday, December 9, 2025, to  
5:00 P.M., Tuesday, December 30, 2025

Said notice shall be delivered to the County Clerk no later than 5:00 P.M. on January 27, 2026, the tenth Tuesday prior to the election.

A sample notice of the calling of said election is attached hereto, marked Exhibit A and incorporated herein by reference. It is intended that said sample notice shall be forwarded to the County Clerk for his use as reference only.



Section 3. The City Clerk shall, before the seventeenth Tuesday prior to any election at which offices are to be filled, notify the general public of the opening filing date, the office or offices to be filled, the proper place for filing and the closing filing date of the election. Such notification shall be accomplished by a legal notice published in at least one (1) newspaper of general circulation in the city. The City Clerk shall keep a permanent record of the names of the candidates, the office for which they seek election and the dates of the filings; and the order in which the candidates' names shall appear on the ballot as determined under section 19-4 of this Code.

Section 4. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

FIRST READING: October 6, 2025.

SECOND READING: October 6, 2025.

PASSED AND APPROVED this 6th day of October, 2025, by a vote of \_\_\_ ayes, \_\_\_ nays, \_\_\_ abstentions and \_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## EXHIBIT A

CITY CLERK'S NOTICE  
OF FILING DEADLINE FOR  
CITY OFFICES

STATE OF MISSOURI                    )  
COUNTY OF CAPE GIRARDEAU )  
CITY OF JACKSON                    )

NOTICE OF ELECTION

In compliance with the provisions of Chapter 19 of the City Code of Ordinances and Chapter 115 of the Revised Statutes of Missouri, 1996, and Supp. 1999, as amended, the Board of Aldermen of the City of Jackson, Missouri, has ordered that a General Election be held on the first Tuesday following the first Monday in April, 2026, said date being:

TUESDAY, APRIL 7, 2026

For the purpose of electing officers to the following positions with the City:

ALDERMAN WARD I

ALDERMAN WARD II

ALDERMAN WARD III

ALDERMAN WARD IV

DECLARATION OF CANDIDACY

The Mayor and Board of Aldermen hereby establish the filing time period as follows:

8:00 A.M. Tuesday, December 9, 2025

FILING DEADLINE

5:00 P.M., Tuesday, December 30, 2025

Any candidate for the aforesaid positions shall file a Declaration of Candidacy with the City Clerk of the City of Jackson at City Hall, 101 Court Street, Jackson, Missouri, between 8:00 A.M. Tuesday, December 10, 2024, to 5:00 P.M., Tuesday, December 30, 2025, in order to have his/her name printed on the official ballot at the General Election to be held on April 7, 2026.

Given under my hand and the official seal of  
said City this 6th day of October, 2025.

(SEAL)

---

Angela Birk  
City Clerk/Treasurer



# MEMO

**To:** Mayor Dwain Hahs and Members of the Board of Aldermen  
**From:** Rodney Bollinger, Director of Administrative Services  
**Date:** October 3, 2025  
**Re:** Public Hearing – 2023 Industrial Infrastructure Improvement Project Performance Review

---

**Purpose:**

The purpose of this agenda item is to set a Public Hearing for Monday, October 20, 2025, at 6:00 p.m., to review the City of Jackson's past performance in implementing the 2023 Industrial Infrastructure Improvement Project.

**Background:**

The project was funded through a Community Development Block Grant (CDBG) awarded by the Missouri Department of Economic Development to assist Trussworks in locating to the Jackson North Industrial Park.

The scope of work included installation and construction of roadways, sanitary sewer, potable water, storm sewers, and site grading improvements necessary to prepare the site for industrial use.

As part of the grant closeout requirements, the City is required to hold a public hearing to provide an opportunity for public comment regarding the use of grant funds and the outcomes achieved.

**Recommendation:**

Adopt a motion to set the required Public Hearing for Monday, October 20, 2025, at 6:00 p.m., to discuss the City's performance in carrying out the 2023 Industrial Infrastructure Improvement Project.

Please let me know if additional information is needed.

**NOTICE OF A PUBLIC HEARING**  
**CITY OF JACKSON, MISSOURI**

Notice is hereby given that the Mayor and the Board of Aldermen of the City of Jackson, Missouri, will hold a Public Hearing on Monday, October 20, 2025 at 6:00 P.M., at the Board of Aldermen Chambers, City Hall, 101 Court Street, Jackson, Missouri. The purpose of the hearing will be to discuss the past performance by the City in carrying out the Jackson North Industrial Park Project.

All interested persons are encouraged to attend this hearing, to present their statements and comments regarding this project. Opinions and comments may be submitted in writing provided that the writing is signed and states the person's address and the writing is delivered to the City Clerk prior to the commencement of the Public Hearing. If you need special accommodations for the public hearing including LEP assistance, please contact Angela Birk by October 20, 2025 at 4:00 p.m. The meeting will be held at an accessible location and the city will make every effort possible to provide reasonable accommodations. Contact information: phone number (573) 243-3568 x 2020, fax number (573) 204-8292, and email address [abirk@jacksonmo.org](mailto:abirk@jacksonmo.org).

CITY OF JACKSON

Angela Birk  
City Clerk/Treasurer

October 8, 2025



## PUBLIC WORKS MEMORANDUM



# City of Jackson

TO: Mayor and Board of Aldermen

CC: Matt Winters, City Administrator

FROM: George L. Harris P. E., City Engineer

DATE: October 6, 2025

RE: East Main Street Pedestrian Walkway- Change Order No. 1:  
Extension of Contract Time-

The proposed Change Order No. 1 extends the project final completion date by 36 days from October 15, 2025 to November 21, 2025. There is no additional cost associated with this time extension.

The time extension is in consideration of the following:

The city executed the construction contract for the project on 7/15/25. MoDOT issued a Notice to Proceed to the City on 7/28/25 and the city issued their Notice to Proceed to the contractor with a project construction start date of 8/18/25. With 95 calendar days allowed to complete construction of the project, the original completion date of 10/15/25 is being extended to 11/21/25.

City staff recommends that the Mayor and Board of Aldermen approve the proposed Change Order No.1 for the East Main Street Pedestrian Walkway project to extend the completion date to November 21, 2025.

## CHANGE ORDER No. 1

CONTRACTOR: Lappe Cement Finishing  
PROJECT NAME: East Main St Pedestrian Walkway

LPA: City of Jackson  
PROJECT NO.: TAP-30000(009)

**The Contractor is hereby directed to make the following changes from the contract:**

**1. DESCRIPTION AND REASON FOR CHANGE:**

The city executed the construction contract for the project on 7/15/25. MoDOT issued a Notice to Proceed to the City on 7/28/25 and the city issued their Notice to Proceed to the contractor with a project construction start date of 8/18/25. With 95 calendar days allowed to complete construction of the project, the original completion date of 10/15/25 is being extended to 11/21/25.

**2. COST OF WORK AFFECTED BY THIS CHANGE ORDER.**

| EST. LINE NO. | CONTRACT ITEM NO. | ITEM DESCRIPTION | UNITS PREVIOUSLY PROVIDED FOR | UNITS TO BE CONSTRUCTED | UNITS OVERRUN, UNDERRUN, CONTINGENT | UNIT PRICE | CONTRACT OR AGREED UNIT PRICE | AMOUNT OF OVERRUN OR PLUS CONTINGENT | AMOUNT OF UNDERRUN OR MINUS CONTINGENT |
|---------------|-------------------|------------------|-------------------------------|-------------------------|-------------------------------------|------------|-------------------------------|--------------------------------------|----------------------------------------|
|               |                   |                  |                               |                         |                                     |            |                               |                                      |                                        |
|               |                   |                  |                               |                         |                                     |            |                               |                                      |                                        |
|               |                   |                  |                               |                         |                                     |            |                               |                                      |                                        |
|               |                   |                  |                               |                         |                                     |            |                               |                                      |                                        |
|               |                   |                  |                               |                         |                                     |            |                               |                                      |                                        |
|               |                   |                  |                               |                         |                                     |            |                               |                                      |                                        |
|               |                   |                  |                               |                         |                                     |            |                               |                                      |                                        |
|               |                   |                  |                               |                         |                                     |            |                               |                                      |                                        |
|               |                   |                  |                               |                         |                                     |            |                               |                                      |                                        |
|               |                   |                  |                               |                         |                                     |            |                               |                                      |                                        |
| TOTALS:       |                   |                  |                               |                         |                                     |            |                               | \$0.00                               | \$0.00                                 |

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

N/A

**4 COMMENTS:**

**5 COST ADJUSTMENTS TO THE CONTRACT:**

|                        |        |              |
|------------------------|--------|--------------|
| 1. CONTRACT AMOUNT     |        | \$503,307.47 |
| 2. OVERRUN THIS ORDER  | \$0.00 |              |
| 3. OVERRUN PREVIOUS    |        |              |
| 4. UNDERRUN THIS ORDER | \$0.00 |              |
| 5. UNDERRUN PREVIOUS   |        |              |
| 6. PROJECT TOTAL       |        | \$503,307.47 |

**THE TERMS OF SETTLEMENT OUTLINED ABOVE ARE HEREBY AGREED TO:**

**Randy Lappe** Digitally signed by Randy Lappe  
Date: 2025.09.23 14:03:25 -05'00' 09/23/2025

|                   |      |                        |      |
|-------------------|------|------------------------|------|
| APPROVED: (OWNER) | DATE | APPROVED: (CONTRACTOR) | DATE |
|-------------------|------|------------------------|------|

|                 |      |                                   |      |
|-----------------|------|-----------------------------------|------|
| APPROVED: MODOT | DATE | APPROVED: (CONSTRUCTION ENGINEER) | DATE |
|-----------------|------|-----------------------------------|------|



## PUBLIC WORKS MEMORANDUM

# City of Jackson

TO: Mayor and Board of Aldermen

CC: Matt Winters, City Administrator

FROM: George L. Harris, P.E., City Engineer

DATE: October 6, 2025

RE: Recommendation for the award of the construction contract for the U.S. 61 and Deerwood Improvements (Roundabout) to Fronabarger Cementers, Inc.

Bids were received for the U.S. 61 and Deerwood Improvements (Roundabout) STP 3000(003) Project at 10:00 am on August 28, 2025. The bids were:

|                                     |                       |
|-------------------------------------|-----------------------|
| <b>Fronabarger Concreters, Inc.</b> | <b>\$1,006,496.87</b> |
| Lappe Cement Finishing, Inc.        | \$1,311,608.06        |
| Putz Construction, LLC              | \$1,693,693.21        |

The bids were reviewed by Lochmueller Group to determine if the bids were accurate and responsive. The bids were determined to be responsive although there was a minor math error in the Lappe Cement Finishing (+\$2.00) and Putz Construction (+\$2,971.96) bids.

MoDOT has issued their approval for award of the contract and it is therefore the staff recommendation that the construction contract be awarded to the responsive low bidder Fronabarger Cementers, Inc. for their low bid of \$1 ,006,496.87.

#### Attachments:

- MoDOT concurrence with recommendations to award the U.S. 61 and Deerwood Improvements Project
- Lochmueller Group recommendation to award to low bidder- Fronabarger Concreters, Inc.
- Itemized Bid Summary w/Engineer's Estimate



**George Harris**

---

**From:** LPASubmit <LPASubmit@modot.mo.gov>  
**Sent:** Monday, September 22, 2025 1:24 PM  
**To:** rbollinger@jacksonmo.org; George Harris; city@jacksonmo.org; Scott Meyer; Larry Thomason; Sean Fox  
**Cc:** Melissa D Rose; LPASEGroup  
**Subject:** Concurrence in Award for SE-STP-3005(003)

# MoDOT

---

## Missouri Department of Transportation

*Ed Hassinger, P.E., Director*

09/22/2025

City of Jackson  
 Rodney Bollinger, Administrative Services Director

Re: Concurrence in Award  
 STP-3005(003)  
 U.S. 61 and Deerwood Improvements

Dear Rodney Bollinger, Administrative Services Director,

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to Fronabarger Concreters, Inc., with a low bid of \$1,006,496.87. MoDOT's Business Development and Compliance has approved the DBE participation submitted by the awarded bidder to fulfill the DBE Goal of 5%.

After executing the contract, please submit an electronic copy of the following documents to your MoDOT district representative.

Final Plans Package given to Bidders (include all addenda that were issued)  
 Fully Executed Contract (including Contract Agreement, Performance/Contract Bond, and Contractor's Acknowledgement)  
 Insurance Certificate  
 Signed Worker Eligibility Verification Affidavit  
 Signed E-Verify Memorandum of Understanding (MOU)  
 Certification Regarding Affirmative Action signed by prime contractor (only if NOT utilizing [MoDOT's Federal Project Bid Proposal Boilerplate](#))

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the same version that was shown in the bid proposal and must include all signatures, etc.

The itemized proposal is used in preparing a formal project agreement with FHWA. Upon FHWA's approval, a copy of the summary of estimated cost will be furnished for your use. You will then be able to submit invoices for reimbursement.

Please contact your MoDOT district representative at <https://www.modot.org/contact-modot-lpa>, to coordinate the scheduling of a pre-construction conference or if you have any questions regarding the required submittals.

Sincerely,

Handwritten signature of Ashley Buechter, P.E. in black ink.

Ashley Buechter, P.E.  
Assistant State Design Engineer - LPA  
(573) 526-6997



August 29, 2024

Mr. George Harris, PE  
City Engineer  
City of Jackson, Missouri  
101 Court Street  
Jackson, Missouri 63755

Re: STP-3005 (003)  
U.S. 61 and Deerwood Improvements  
Bid Tabulation and Recommendation

Dear Mr. Harris:

Lochmueller Group is pleased to provide this summary of the recent bid opening for the U.S. 61 and Deerwood Improvements project.

Bids for the referenced project were received and opened on Thursday, August 29, 2024, at 10:00 a.m. Three (3) bids were received. The attached bid tabulation summarizes the bids received. The apparent low bidder is Fronabarger Concreters, Inc, of Oak Ridge, Missouri, with a bid of \$1,006,496.87. No errors were observed in their bid tabulation. Fronabarger Concreters acknowledged both addenda as directed, provided the required bid bond, and timely submitted the DBE Submittal forms.

Given this analysis, Lochmueller recommends proceeding awarding this project to Fronabarger Concreter, Inc., in the amount of \$1,006,496.87.

If you have any questions or comments, feel free to give me a call.

Respectfully submitted,

A handwritten signature in black ink that reads "Sean Fox".

Sean Fox  
Project Engineer

Enclosure

399 South Spring Ave, Suite 208B

St. Louis, Missouri 63110

PHONE: 314.621.3395



| FINAL ENGINEER'S ESTIMATE OF PROJECT COSTS |                |                                                           |      |          |                     |              |                             |              |                              |              |                         |                |
|--------------------------------------------|----------------|-----------------------------------------------------------|------|----------|---------------------|--------------|-----------------------------|--------------|------------------------------|--------------|-------------------------|----------------|
| Routes: U.S. Route 61 and Overwood Drive   |                |                                                           |      |          |                     |              |                             |              |                              |              |                         |                |
| County: Cape Girardeau                     |                |                                                           |      |          |                     |              |                             |              |                              |              |                         |                |
| Agency: City of Jackson                    |                |                                                           |      |          |                     |              |                             |              |                              |              |                         |                |
| Project No.: STP-3005(205)                 |                |                                                           |      |          |                     |              |                             |              |                              |              |                         |                |
| LINE NO.                                   | PAY ITEM       | ITEM DESCRIPTION                                          | UNIT | QUANTITY | ENGINEER'S ESTIMATE |              | Trembinger Consulting, Inc. |              | Lagay Cement Finishing, Inc. |              | Polar Construction, LLC |                |
|                                            |                |                                                           |      |          | UNIT COST           | ITEM COST    | UNIT COST                   | ITEM COST    | UNIT COST                    | ITEM COST    | UNIT COST               | ITEM COST      |
| ROADWAY                                    |                |                                                           |      |          |                     |              |                             |              |                              |              |                         |                |
| 1                                          | 202210         | REMOVAL OF IMPROVEMENTS                                   | LS   | 1        | \$75,000.00         | \$75,000.00  | \$75,000.00                 | \$75,000.00  | \$132,000.00                 | \$132,000.00 | \$135,000.00            | \$135,000.00   |
| 2                                          | 207100         | UNDERPAVING CLASS 1                                       | STA  | 5.2      | \$1,400.00          | \$7,280.00   | \$1,400.00                  | \$7,280.00   | \$4,000.00                   | \$20,800.00  | \$4,000.00              | \$20,800.00    |
| 3                                          | 134510B        | TYPE 1 ADEQUATE FOR BASE (4 IN. THICK)                    | CYW  | 3111     | \$10.00             | \$31,110.00  | \$9.00                      | \$27,999.00  | \$10.00                      | \$31,110.00  | \$10.00                 | \$31,110.00    |
| 4                                          | 103132         | CONCRETE PAVEMENT (1/2 IN. NON-REINFORCED, 18 FT. WIDTH)  | CYW  | 2837     | \$110.00            | \$312,070.00 | \$90.00                     | \$255,330.00 | \$110.00                     | \$312,070.00 | \$110.00                | \$312,070.00   |
| 5                                          | 608006         | 4 IN. CONCRETE MEDIAN STRIP                               | CYW  | 309      | \$205.00            | \$63,345.00  | \$180.00                    | \$55,620.00  | \$205.00                     | \$63,345.00  | \$205.00                | \$63,345.00    |
| 6                                          | 609101         | CONCRETE GUTTER TYPE A                                    | LF   | 31       | \$100.00            | \$3,100.00   | \$90.00                     | \$2,790.00   | \$100.00                     | \$3,100.00   | \$100.00                | \$3,100.00     |
| 7                                          | 609102         | CONCRETE GUTTER TYPE B                                    | LF   | 100      | \$100.00            | \$10,000.00  | \$90.00                     | \$9,000.00   | \$100.00                     | \$10,000.00  | \$100.00                | \$10,000.00    |
| 8                                          | 609201         | CONCRETE CURB LOW PROFILE TYPE A                          | LF   | 109      | \$100.00            | \$10,900.00  | \$90.00                     | \$9,810.00   | \$100.00                     | \$10,900.00  | \$100.00                | \$10,900.00    |
| 9                                          | 609202         | CONCRETE CURB LOW PROFILE TYPE B                          | LF   | 295      | \$100.00            | \$29,500.00  | \$90.00                     | \$26,550.00  | \$100.00                     | \$29,500.00  | \$100.00                | \$29,500.00    |
| 10                                         | 606002         | PLACING TYPE 2 ROCK DITCH LINER                           | CUYD | 23       | \$65.00             | \$1,495.00   | \$60.00                     | \$1,380.00   | \$65.00                      | \$1,495.00   | \$65.00                 | \$1,495.00     |
| 11                                         | 606002         | PLACING TYPE 2 ROCK DITCH LINER                           | CUYD | 23       | \$65.00             | \$1,495.00   | \$60.00                     | \$1,380.00   | \$65.00                      | \$1,495.00   | \$65.00                 | \$1,495.00     |
| 12                                         | 610001         | MISC. LUMP SUM TEMPORARY TRAFFIC CONTROL                  | LS   | 1        | \$10,000.00         | \$10,000.00  | \$10,000.00                 | \$10,000.00  | \$10,000.00                  | \$10,000.00  | \$10,000.00             | \$10,000.00    |
| 13                                         | 610001         | MISC. LUMP SUM TEMPORARY TRAFFIC CONTROL                  | LS   | 1        | \$10,000.00         | \$10,000.00  | \$10,000.00                 | \$10,000.00  | \$10,000.00                  | \$10,000.00  | \$10,000.00             | \$10,000.00    |
| 14                                         | 610002         | TEMPORARY LONG TERM RUMBLE STRIPS                         | EA   | 2        | \$1,000.00          | \$2,000.00   | \$1,000.00                  | \$2,000.00   | \$1,000.00                   | \$2,000.00   | \$1,000.00              | \$2,000.00     |
| 15                                         | 610003         | PAVEMENT EDGE TREATMENT                                   | LF   | 1660     | \$4.00              | \$6,640.00   | \$3.50                      | \$5,810.00   | \$4.00                       | \$6,640.00   | \$4.00                  | \$6,640.00     |
| 16                                         | 610004         | MODIFICATION                                              | LS   | 1        | \$75,000.00         | \$75,000.00  | \$75,000.00                 | \$75,000.00  | \$75,000.00                  | \$75,000.00  | \$75,000.00             | \$75,000.00    |
| 17                                         | 617000         | CONTRACTOR FURNISHED SURVEYING AND STAKING                | LS   | 1        | \$10,000.00         | \$10,000.00  | \$10,000.00                 | \$10,000.00  | \$10,000.00                  | \$10,000.00  | \$10,000.00             | \$10,000.00    |
| 18                                         | 601100         | ALTERNATE OPEN CHOLE                                      | LF   | 10       | \$100.00            | \$1,000.00   | \$90.00                     | \$900.00     | \$100.00                     | \$1,000.00   | \$100.00                | \$1,000.00     |
| 19                                         | 601101         | OPEN INLET OPEN                                           | EA   | 10       | \$100.00            | \$1,000.00   | \$90.00                     | \$900.00     | \$100.00                     | \$1,000.00   | \$100.00                | \$1,000.00     |
| 20                                         | 601102         | STREETMENT REMOVAL                                        | CUYD | 12       | \$75.00             | \$900.00     | \$70.00                     | \$840.00     | \$75.00                      | \$900.00     | \$75.00                 | \$900.00       |
| 20A                                        | 601100A        | REMOVING - CLOS. SEASON GRASSES                           | ACRE | 0.5      | \$10,000.00         | \$5,000.00   | \$10,000.00                 | \$5,000.00   | \$10,000.00                  | \$5,000.00   | \$10,000.00             | \$5,000.00     |
| SUBTOTAL                                   |                |                                                           |      |          |                     | \$829,240.00 |                             | \$690,294.00 |                              | \$863,892.00 |                         | \$1,077,631.00 |
| DRAINAGE                                   |                |                                                           |      |          |                     |              |                             |              |                              |              |                         |                |
| 21                                         | 203100         | CLASS A DRAINAGE                                          | CUYD | 111      | \$45.00             | \$5,000.00   | \$40.00                     | \$4,440.00   | \$45.00                      | \$5,000.00   | \$45.00                 | \$5,000.00     |
| 22                                         | 604210         | ADJUSTING MANHOLE                                         | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 23                                         | 604902A        | ADJUSTING WATER VALVE                                     | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 24                                         | 604902B        | ADJUSTING WATER VALVE                                     | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 25                                         | 604902C        | ADJUSTING PULL BOX                                        | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 26                                         | 613000A        | FLOWABLE BACKFILL                                         | CUYD | 13       | \$100.00            | \$1,300.00   | \$90.00                     | \$1,170.00   | \$100.00                     | \$1,300.00   | \$100.00                | \$1,300.00     |
| 27                                         | 614110         | MANHOLE FRAME AND COVER, TYPE 1-A                         | EA   | 2        | \$1,000.00          | \$2,000.00   | \$900.00                    | \$1,800.00   | \$1,000.00                   | \$2,000.00   | \$1,000.00              | \$2,000.00     |
| 28                                         | 614120         | CURVED VANE GRATE AND FRAME                               | EA   | 4        | \$800.00            | \$3,200.00   | \$700.00                    | \$2,800.00   | \$800.00                     | \$3,200.00   | \$800.00                | \$3,200.00     |
| 29                                         | 726101         | 12 IN. PIPE GROUP A                                       | LF   | 134      | \$110.00            | \$14,740.00  | \$95.00                     | \$12,730.00  | \$110.00                     | \$14,740.00  | \$110.00                | \$14,740.00    |
| 30                                         | 726102         | 12 IN. PIPE GROUP A                                       | LF   | 123      | \$110.00            | \$13,530.00  | \$95.00                     | \$11,685.00  | \$110.00                     | \$13,530.00  | \$110.00                | \$13,530.00    |
| 31                                         | 726103         | 12 IN. PIPE GROUP A                                       | LF   | 11       | \$110.00            | \$1,210.00   | \$95.00                     | \$1,045.00   | \$110.00                     | \$1,210.00   | \$110.00                | \$1,210.00     |
| 32                                         | 726104         | 12 IN. PIPE GROUP A                                       | LF   | 449      | \$110.00            | \$49,390.00  | \$95.00                     | \$42,655.00  | \$110.00                     | \$49,390.00  | \$110.00                | \$49,390.00    |
| 33                                         | 726105         | 12 IN. PIPE GROUP A                                       | LF   | 18       | \$110.00            | \$1,980.00   | \$95.00                     | \$1,710.00   | \$110.00                     | \$1,980.00   | \$110.00                | \$1,980.00     |
| 34                                         | 726106         | 12 IN. PIPE GROUP A                                       | LF   | 1        | \$110.00            | \$110.00     | \$95.00                     | \$95.00      | \$110.00                     | \$110.00     | \$110.00                | \$110.00       |
| 35                                         | 726107         | 12 IN. PIPE GROUP A                                       | LF   | 11       | \$110.00            | \$1,210.00   | \$95.00                     | \$1,045.00   | \$110.00                     | \$1,210.00   | \$110.00                | \$1,210.00     |
| 36                                         | 726108         | 12 IN. OR ALIGNED SURVEY GROUP A PLANNED END SECTION      | EA   | 1        | \$1,000.00          | \$1,000.00   | \$900.00                    | \$900.00     | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 37                                         | 726200A        | 12 IN. OR ALIGNED SURVEY GROUP A PLANNED END SECTION      | EA   | 2        | \$1,000.00          | \$2,000.00   | \$900.00                    | \$1,800.00   | \$1,000.00                   | \$2,000.00   | \$1,000.00              | \$2,000.00     |
| 38                                         | 609300         | PVC CONDUIT 1 1/2 INCH                                    | LF   | 353      | \$40.00             | \$14,120.00  | \$35.00                     | \$12,355.00  | \$40.00                      | \$14,120.00  | \$40.00                 | \$14,120.00    |
| SUBTOTAL                                   |                |                                                           |      |          |                     | \$134,340.00 |                             | \$119,974.00 |                              | \$151,964.00 |                         | \$166,643.00   |
| UTILITY                                    |                |                                                           |      |          |                     |              |                             |              |                              |              |                         |                |
| 40                                         | N 45 1W        | POLE 45' CLASS 1 WOOD                                     | EA   | 2        | \$1,000.00          | \$2,000.00   | \$1,000.00                  | \$2,000.00   | \$1,000.00                   | \$2,000.00   | \$1,000.00              | \$2,000.00     |
| 41                                         | N 50 1W        | POLE 50' CLASS 1 WOOD                                     | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 42                                         | N 60 1W        | POLE 60' CLASS 1 WOOD                                     | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 43                                         | N 60 1W (C-1)  | DOUBLE SUPPORT - PRIMARY (BACULUS PIV)                    | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 44                                         | N 60 1W (C-2)  | DOUBLE SUPPORT - NEUTRAL (BACULUS PIV) (CONDUCTORS (C-2)) | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 45                                         | N 60 1W (C-3)  | DOUBLE SUPPORT - 2ND (BACULUS PIV) (CONDUCTORS (C-3))     | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 46                                         | N 60 1W (C-4)  | DOUBLE SUPPORT - 3RD (BACULUS PIV) (CONDUCTORS (C-4))     | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 47                                         | N 60 1W (C-5)  | DOUBLE SUPPORT - 4TH (BACULUS PIV) (CONDUCTORS (C-5))     | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 48                                         | N 60 1W (C-6)  | DOUBLE SUPPORT - 5TH (BACULUS PIV) (CONDUCTORS (C-6))     | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 49                                         | N 60 1W (C-7)  | DOUBLE SUPPORT - 6TH (BACULUS PIV) (CONDUCTORS (C-7))     | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 50                                         | N 60 1W (C-8)  | DOUBLE SUPPORT - 7TH (BACULUS PIV) (CONDUCTORS (C-8))     | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 51                                         | N 60 1W (C-9)  | DOUBLE SUPPORT - 8TH (BACULUS PIV) (CONDUCTORS (C-9))     | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 52                                         | N 60 1W (C-10) | DOUBLE SUPPORT - 9TH (BACULUS PIV) (CONDUCTORS (C-10))    | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 53                                         | N 60 1W (C-11) | DOUBLE SUPPORT - 10TH (BACULUS PIV) (CONDUCTORS (C-11))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 54                                         | N 60 1W (C-12) | DOUBLE SUPPORT - 11TH (BACULUS PIV) (CONDUCTORS (C-12))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 55                                         | N 60 1W (C-13) | DOUBLE SUPPORT - 12TH (BACULUS PIV) (CONDUCTORS (C-13))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 56                                         | N 60 1W (C-14) | DOUBLE SUPPORT - 13TH (BACULUS PIV) (CONDUCTORS (C-14))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 57                                         | N 60 1W (C-15) | DOUBLE SUPPORT - 14TH (BACULUS PIV) (CONDUCTORS (C-15))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 58                                         | N 60 1W (C-16) | DOUBLE SUPPORT - 15TH (BACULUS PIV) (CONDUCTORS (C-16))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 59                                         | N 60 1W (C-17) | DOUBLE SUPPORT - 16TH (BACULUS PIV) (CONDUCTORS (C-17))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 60                                         | N 60 1W (C-18) | DOUBLE SUPPORT - 17TH (BACULUS PIV) (CONDUCTORS (C-18))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 61                                         | N 60 1W (C-19) | DOUBLE SUPPORT - 18TH (BACULUS PIV) (CONDUCTORS (C-19))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 62                                         | N 60 1W (C-20) | DOUBLE SUPPORT - 19TH (BACULUS PIV) (CONDUCTORS (C-20))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 63                                         | N 60 1W (C-21) | DOUBLE SUPPORT - 20TH (BACULUS PIV) (CONDUCTORS (C-21))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 64                                         | N 60 1W (C-22) | DOUBLE SUPPORT - 21TH (BACULUS PIV) (CONDUCTORS (C-22))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 65                                         | N 60 1W (C-23) | DOUBLE SUPPORT - 22TH (BACULUS PIV) (CONDUCTORS (C-23))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 66                                         | N 60 1W (C-24) | DOUBLE SUPPORT - 23TH (BACULUS PIV) (CONDUCTORS (C-24))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 67                                         | N 60 1W (C-25) | DOUBLE SUPPORT - 24TH (BACULUS PIV) (CONDUCTORS (C-25))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 68                                         | N 60 1W (C-26) | DOUBLE SUPPORT - 25TH (BACULUS PIV) (CONDUCTORS (C-26))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 69                                         | N 60 1W (C-27) | DOUBLE SUPPORT - 26TH (BACULUS PIV) (CONDUCTORS (C-27))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.00              | \$1,000.00     |
| 70                                         | N 60 1W (C-28) | DOUBLE SUPPORT - 27TH (BACULUS PIV) (CONDUCTORS (C-28))   | EA   | 1        | \$1,000.00          | \$1,000.00   | \$1,000.00                  | \$1,000.00   | \$1,000.00                   | \$1,000.00   | \$1,000.                |                |

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND FRONABARGER CONCRETERS, INC., OF OAK RIDGE, MISSOURI, RELATIVE TO THE ROUNDABOUT IMPROVEMENTS PROJECT AT NORTH HIGH STREET AND DEERWOOD DRIVE; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

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

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

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

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

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

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

FIRST READING: October 6, 2025.

SECOND READING: October 6, 2025.

PASSED AND APPROVED this 6th day of October, 2025, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE COUNTY OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO *THE TRANSFER OF CERTAIN REAL ESTATE BY QUIT CLAIM DEED*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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

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

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

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

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

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

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

FIRST READING: October 6, 2025.

SECOND READING: October 6, 2025.

PASSED AND APPROVED this 6th day of October, 2025, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into this \_\_\_\_ day of August, 2025, by and between the **CITY OF JACKSON, MISSOURI**, a municipal corporation, hereinafter referred to as the "City," and **CAPE GIRARDEAU COUNTY, MISSOURI**, a political subdivision of the State of Missouri, hereinafter referred to as the "County."

**WITNESSETH:**

**WHEREAS**, the City has received from the Missouri Highways and Transportation Commission ("MHTC") certain real property designated as Tracts 1, 2, 3, and 4, as more particularly described in the Quit Claim Deed from MHTC to the City, attached hereto and incorporated herein as Exhibit A; and

**WHEREAS**, the City desires to transfer Tracts 1, 2, 3, and 4 to the County by Quit Claim Deed; and

**WHEREAS**, the County's receipt and use of Tracts 1, 2, 3, and 4 for a parking lot accomplishes a public purpose by providing additional public parking needed for the uptown business district in the City; and

**WHEREAS**, the County desires to receive Tracts 1, 2, 3, and 4 for the purpose of constructing and maintaining a parking lot; and

**WHEREAS**, the City and the County previously entered into a Memorandum of Understanding dated December 9, 2024, addressing initial construction of the parking lot, attached hereto and incorporated herein as Exhibit C; and

**WHEREAS**, the City and the County desire to set forth the terms and conditions governing the transfer of the Tracts and the construction and use of the parking lot.

**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, the parties agree as follows:

1. **Transfer of Property.** The City shall transfer Tracts 1, 2, 3, and 4, as described in the Quit Claim Deed from MHTC to the City (Exhibit A), to the County by Quit Claim Deed. The transfer shall be completed within thirty (30) days of the execution of this MOU, subject to the satisfaction of all conditions herein.
2. **Purpose and Use of Property.** The County shall use Tracts 1, 2, 3, and 4 solely for the construction and maintenance of a parking lot, as depicted in Exhibit B, which is attached hereto and incorporated herein.

3. **Compliance with City Code.** The County agrees to comply with all applicable provisions of the City of Jackson Code of Ordinances, including but not limited to:

Item 14.

- **Section 65-13 (2):** The County shall ensure that the parking lot complies with the off-street parking and loading regulations set forth in Section 65-22, including requirements for lighting, which shall be top-shielded, downward-directed, and sized to illuminate only the parking area, as specified in Section 65-22(f).
  - **Section 65-13 (1) rr. 19:** The County shall install a privacy fence separating the parking lot from any adjacent residential district, as required because the parking lot is located fifty (50) feet or less from a residential district, as measured to the property lines.
4. **Public Access to Parking Lot.** The County agrees not to restrict public use of the parking lot, except that the County may designate and restrict up to ten (10) parking spots for its exclusive use, which spots so designated by the County shall not be available for public access.
5. **No Payment for Transfer.** The City shall transfer Tracts 1, 2, 3, and 4 to the County without payment or other financial consideration from the County.
6. **Construction Costs.** The County shall be solely responsible for all costs associated with the construction, maintenance, and operation of the parking lot.
7. **Location and Construction Plans.** The parking lot shall be constructed on Tracts 1, 2, 3, and 4 as depicted in Exhibit B and in accordance with the preliminary design plans shown in Exhibit D.
8. **Entire Agreement.** This MOU contains the entire agreement of the parties and supersedes any prior agreements or understandings, whether written or oral, except for the Memorandum of Understanding dated December 9, 2024 (Exhibit C), which remains in effect to the extent it does not conflict with this MOU. This MOU may be altered, amended, or modified only by a written instrument executed by both parties.
9. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Missouri.
10. **Binding Effect.** This MOU shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, distributees, successors, and assigns.
11. **Severability.** If any provision of this MOU is held invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been included.



12. **Cumulative Remedies.** The rights and remedies provided by this MOU are cumulative and the use of any one right or remedy by either party shall not preclude or waive the right to use any or all other available remedies. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Item 14.

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

**CITY:**

CITY OF JACKSON, MISSOURI

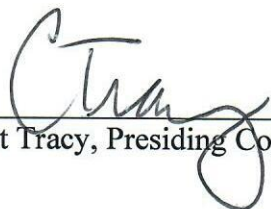
\_\_\_\_\_  
Dwain Hahs, Mayor

**ATTEST:**

\_\_\_\_\_  
Angela Birk, City Clerk



**County of Cape Girardeau, Missouri:**

  
\_\_\_\_\_  
Clint Tracy, Presiding Commissioner

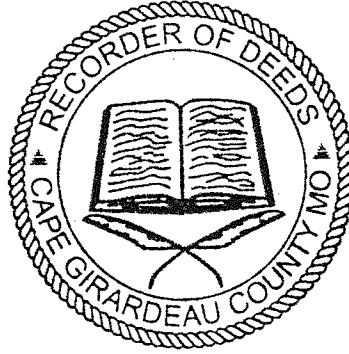
**ATTEST:**

  
\_\_\_\_\_  
Kara Clark Summers, County Clerk

EXHIBIT

A

eRecorded  
DOCUMENT #  
2025-04432



ANDREW DAVID BLATTNER  
RECORDER OF DEEDS  
CAPE GIRARDEAU COUNTY, MO  
eRECORDED ON  
06/10/2025 09:08:48 AM  
REC FEE: 36.00  
PAGES: 5

CCO FORM: RW01  
Approved: 06/93 (TLP)  
Revised: 03/23 (JDS)  
Modified:

COUNTY: Cape Girardeau  
ROUTE: 61  
PROJECT: J9P3735  
FED. PROJECT: N/A  
PARCEL: 01-02-03-04  
SE1040

### QUITCLAIM DEED

THIS INDENTURE, made this 7<sup>th</sup> day of May, 2025, between the State of Missouri, acting by and through the MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, 105 W. Capitol Avenue, Jefferson City, Missouri 65102, (hereinafter, "Grantor") and The City of Jackson, 101 Court Street Jackson, MO 63755 of the County of Cape Girardau, State of Missouri, (hereinafter, "Grantee").

WITNESSETH: In consideration of the payment of the sum of One and NO/100 DOLLARS (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby REMISE, RELEASE, AND FOREVER QUITCLAIM to the Grantee a tract of land, lying situated and being in the County of Cape Girardeau, State of Missouri, and described as follows:

That part of grantor's land lying in US Survey No. 2250, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County and more particularly described in Exhibit A attached hereto.

Grantee, by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns, to allow known or unknown utility facilities currently located on the property, whether of record or not, to remain on the property, and to grant the current and subsequent owners of those facilities the right to maintain, construct and reconstruct the facilities and their appurtenances over, under, and across the land herein conveyed, along with the right of ingress and egress across the land herein conveyed to and from those utilities.

Grantee by acceptance of this conveyance, covenants and agrees for itself, its successors and assigns: to allow known or unknown utility facilities currently located on

the property, whether of record or not, to remain on the property; to grant the current and subsequent owners of those facilities the right to maintain, reconstruct, increase, remove or alter the facilities and their appurtenances on, over, under and across the land herein conveyed; to permit the utility facility owners to trim and remove trees and vegetation inconsistent with or detrimental to the utility facilities or the safety of persons and property; to grant the utility facility owner the right of ingress and egress across the land herein conveyed to and from those utilities.

TO HAVE AND TO HOLD THE SAME, with all and singular rights, immunities, privileges, and appurtenances thereunto belonging, unto the said Grantee, its heirs and assigns forever.

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

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

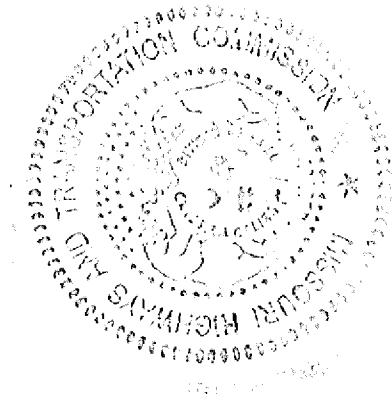
By

*Warren K. Erelman*  
Warren K. Erelman, Chair

ATTEST

By

*Deborah H. Gense*  
Secretary to the Commission



ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI \_\_\_\_\_)

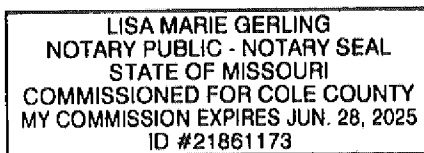
COUNTY OF Cole ) ss

On this 7<sup>th</sup> day of May, 2025, before me appeared WARREN K. GROMAN personally known to me, who being by me duly sworn, did say that he/she is the Chair of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said Warren Erdman acknowledged said instrument to be the free act and deed of said Commission.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

Lisa Marie Gerling

Notary Public

[Place SEAL under signature]

My Commission Expires: 6/28/2025



## MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

## EXHIBIT A DESCRIPTION

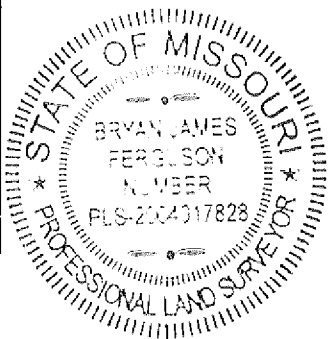
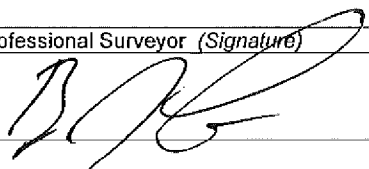
That part of grantor's land lying in US Survey No. 2250, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, Missouri, lying on the Easterly or left side of hereinafter-described Rte. 61 surveyed centerline, to wit:

A tract of land lying within the following described tract: Commencing at Station 870+71.76 on the hereinafter described Rte. 61 surveyed centerline; thence Easterly to a point 26.65 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+71.76, said point being the Point of Beginning; thence Easterly to a point 33.00 feet East of and at a right angle to Rte. 61 surveyed centerline Station 870+71.78; thence Easterly to a point 180.15 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+72.23; thence Southerly to a point 180.19 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+82.23; thence Westerly to a point 173.19 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+82.21; thence Southerly to a point 174.04 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 172+72.21; thence Westerly to a point 31.8 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 872+71.8; thence Westerly to a point 26.76 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 872+71.76; thence Northerly to the Point of Beginning.

The above-described land contains 0.67 acre of grantors land, more or less.

The Route 61 surveyed centerline from Station 845+65.00 to Station 881+43.69 is described as follows:

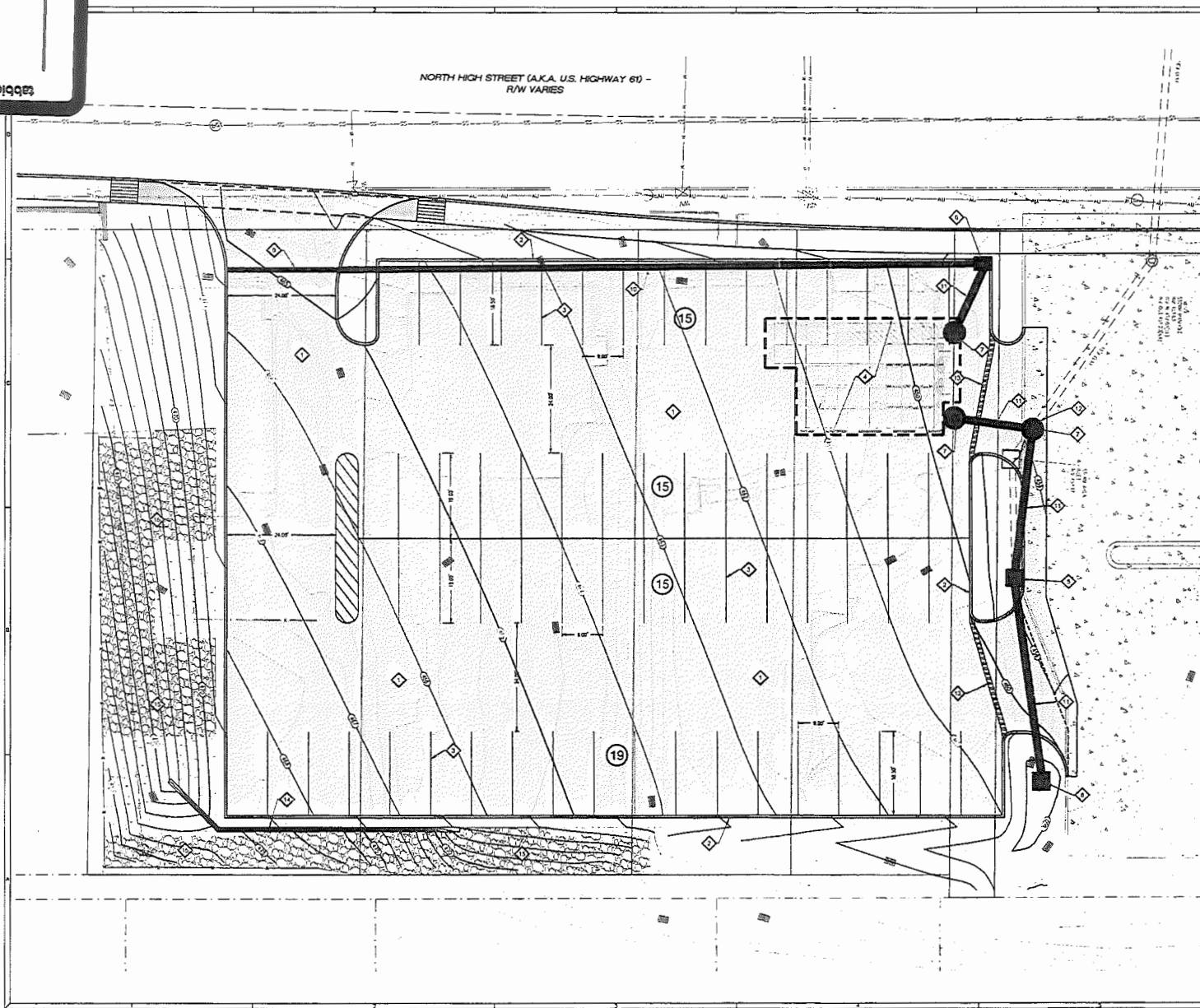
Commencing from the Northeast Corner of USP Survey 218, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, as shown in Document No. 2014-04287; thence S4°10'10"E a distance of 3,049 feet to the Rte. 61 surveyed centerline PT Station 850+76.47 also being the Point of Beginning; thence S9°03'48"E a distance of 413.01 feet to the Rte. 61

|                                                                                                                                                                                                                 |  |                                         |        |                                                                                           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------------------------|--------|-------------------------------------------------------------------------------------------|
| Title (name or identification of project)                                                                                                                                                                       |  | County                                  |        |      |
| SE1040 – City of Jackson Excess<br>J9P3735 – Tr's 01 – 02 – 03 – 04                                                                                                                                             |  | Cape Girardeau                          |        |                                                                                           |
|                                                                                                                                                                                                                 |  | City (if applicable)                    | State  |                                                                                           |
|                                                                                                                                                                                                                 |  | Jackson                                 | MO     |                                                                                           |
| Licensee Name<br>(sole proprietor, partnership, corporation, LLC, or government)                                                                                                                                |  | Date Prepared                           | Sheet  |                                                                                           |
|                                                                                                                                                                                                                 |  | 03/31/2025                              | 1 of 2 |                                                                                           |
|                                                                                                                                                                                                                 |  | Professional Surveyor Name (print)      |        |                                                                                           |
|  Missouri Department of Transportation<br>105 West Capital<br>Jefferson City, Missouri 65102<br>888 ASK MODOT (888) 275-6636 |  | Bryan J. Ferguson                       |        |                                                                                           |
|                                                                                                                                                                                                                 |  | Discipline                              |        |                                                                                           |
|                                                                                                                                                                                                                 |  | Professional Land Surveyor              |        |                                                                                           |
|                                                                                                                                                                                                                 |  | License or Certificate of Authority No. |        |                                                                                           |
| MO #                                                                                                                                                                                                            |  | 2004017828                              |        |                                                                                           |
| Professional Surveyor (Signature)                                                                                                                                                                               |  | Date                                    |        |                                                                                           |
|                                                                                                                              |  | 31 MAR 25                               |        |                                                                                           |
|                                                                                                                                                                                                                 |  |                                         |        | Only the following description contained in this "EXHIBIT" is authenticated by this seal. |

## MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

## EXHIBIT A DESCRIPTION

surveyed centerline PC Station 854+89.48; thence along the arc of a  $5^{\circ}00'00.0''$  curve to the right a distance of 326.23 feet to the Rte. 61 surveyed centerline PT Station 858+15.71, said curve having a radius of 1,145.92 feet and a deflection angle of  $16^{\circ}18'42.0''$ ; thence  $S7^{\circ}14'54''W$  a distance of 941.88 feet to the Rte. 61 surveyed centerline PC Station 867+57.59; thence along the arc of a  $1^{\circ}30'00.0''$  curve to the right a distance of 151.40 feet to the Rte. 61 surveyed centerline PRC Station 869+08.99, said curve having a radius of 3,819.72 feet and a deflection angle of  $2^{\circ}16'15.5''$ ; thence along the arc of a  $1^{\circ}30'00.0''$  curve to the left a distance of 151.40 feet to the Rte. 61 surveyed centerline PT Station 870+60.39, said curve having a radius of 3,819.72 feet and a deflection angle of  $2^{\circ}16'15.5''$ ; thence  $S7^{\circ}14'54''W$  a distance of 659.48 feet to the Rte. 61 surveyed centerline PC Station 877+19.87; thence along the arc of a  $114^{\circ}35'29.6''$  curve to the left a distance of 78.57 feet to the Rte. 61 surveyed centerline PT Station 877+98.44, said curve having a radius of 50.00 feet and a deflection angle of  $90^{\circ}01'54.0''$ ; thence  $S82^{\circ}47'00''E$  a distance of 249.69 feet to the Rte. 61 surveyed centerline PC Station 880+48.13; thence along the arc of a  $114^{\circ}35'29.6''$  curve to the right a distance of 78.69 feet, said curve having a radius of 50.00 feet and a deflection angle of  $90^{\circ}10'00.0''$  to the Rte. 61 surveyed centerline PT Station 881+26.82, said point being  $S1^{\circ}04'38''W$  a distance of 224 feet from the Northeast Corner of Lot 25 of the Original Town of Jackson in Township 31 North, Range 12 East of the Fifth Principal Meridian, said corner being marked by a  $1/2''$  rebar as accepted by B. Ferguson PLS 2004017828; thence  $S7^{\circ}23'00''W$  a distance of 16.87 feet to the Rte. 61 surveyed centerline Station 881+43.69 and there terminating. The Rte. 61 surveyed centerline also extends from the Rte. 61 surveyed centerline PT Station 850+76.47; thence along the arc of a  $5^{\circ}00'00.0''$  curve to the right a distance of 771.86 feet, said curve having a radius of 1,145.92 feet, a deflection angle of  $38^{\circ}35'34.8''$  and a back tangent of  $N9^{\circ}03'48''W$  to the Rte. 61 surveyed centerline PC Station 843+04.61 and there terminating.



**SHEET NOTES**

1. ALL DIMENSIONS INDICATED HEREON ARE TO FACE OF CURB OR EDGE OF PAVEMENT WHERE NO CURB IS PRESENT, UNLESS NOTED OTHERWISE.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF JACKSON STANDARD SPECIFICATIONS.
3. ALL DISTURBED AREAS NOT INDICATED AS PAVEMENT SHALL BE SEEDED AND STRAWED.
4. FILL TRENCH DEPTH: REGULAR BAYFILL WHERE PROPOSED PPWS CROSS UNDER PAVEMENT.
5. EXISTING QUANTITY IS BASED ON ORIGINAL SURVEY DATA BY NEELSEN ENGINEERING AND LAND SURVEYING, INC. FROM MAY 2014.

## KEYED NOTES

- ① PROPOSE IF THICK STANDARD DUTY CONCRETE PARAPET WITH 4" TOP & ADEQUATE BASE.
- ② PROPOSE IF WEARING CONCRETE CURB, TYPICAL.
- ③ PROPOSE IF PAVED PARKING STRIP, TYPICAL.
- ④ PROPOSE UNDERDRAINING STORM WATER DRAINAGE AREA.  
72 - 24" SLOPED STRUTTED CHUTE OR APPROX. EQUAL.  
10 - 10" CAP  
DRAINAGE 10" 12" HANDED  
IF STORM SEWER AND SEWERS CHANGING  
DRAIN, CHECK AREA DRAIN 30' 1/2."
- ⑤ PROPOSE STORM STRUCTURE - GUMS ALLEY.
- ⑥ PROPOSE STORM INLET STRUCTURE - GRATES CURB ALLEY.
- ⑦ PROPOSE STORM INLET STRUCTURE - IF JUNCTION MANHOLE  
OUTLET STRUCTURE FROM DRAINAGE SYSTEM SHALL HAVE SOME  
STRUCTURE TO CONTROL, OUTLET, BUTTER TO FINAL DESIGN PLANS.
- ⑧ PROPOSE STORM INLET STRUCTURE - AREA ALLEY.
- ⑨ PROPOSE TRENCH GRADE ACCESS ENTRANCE NORMAL.
- ⑩ PROPOSE 12" X 10" STORM PIPE.
- ⑪ PROPOSE 12" X 10" STORM PIPE.
- ⑫ JUNCTION MANHOLE SHALL CONNECT TO EXISTING 12" CLAY PIPE, FIELD  
SHORT INLET.
- ⑬ PROPOSE IF 3" SLOPE, "SIZED" 3" TO DIRECT STORM WATER TO  
DRAINAGE STORM INLET AT NEAREST POINT OF IMPROVED LANE.
- ⑭ PROPOSE SEASONAL, BULK RETAINING WALL WITH CEMENTED BY COUNTRY.
- ⑮ PROPOSE 12" THICK ASP. RAMP BLANKET.

### PRELIMINARY QUANTITIES

| ITEMS/NOTES                                         | UNIT | QTY/AMT |
|-----------------------------------------------------|------|---------|
| Earthwork to Final Grade                            |      |         |
| Cut                                                 | CY   | 4 150   |
| Fill (10% shrinkage and compaction)                 | CY   | 315     |
| Manholes                                            |      |         |
| 6" thick Concrete Manhole with 4" Aggregate base    | SF   | 22,340  |
| Street                                              |      |         |
| 12" HP Storm Pipe                                   | LF   | 141     |
| 12" HP Storm Pipe                                   | LF   | 141     |
| 24" Curb Inlet                                      | EA   | 1       |
| 24" Curb Inlet                                      | EA   | 1       |
| 24" Curb Inlet                                      | EA   | 1       |
| 48" American Manhole                                | EA   | 2       |
| 48" Curb Inlet Structure                            | EA   | 1       |
| 24" Area Seal                                       | EA   | 1       |
| Graded Street                                       | LF   | 25      |
| Unsubstantiated Detention System (see Keyed note 4) | EA   | 1       |
| 16" 4" Lining Pipe                                  | LF   | 1       |
| Rock blanket (gravel) 16"                           | SF   | 3,400   |

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

10013 COV. LS 002025 100 ENGINEERING COS: 7073016434  
Civil Engineering and Surveying Services

PARKING LOT IMPROVEMENT PLANS FOR THE  
CAPE GIRARDEAU COUNTY COMMISSION

18-328 N. HIGH STREET, JACKSON, MISSOURI, 63755  
C/O: MR. PAUL KOEPEL, 2ND DIST. COMMISSIONER  
A. RAYTON COLLIER, JACKSON, MISSOURI 63755

15

THIS DRAWING IS NOT TO BE REPRODUCED  
WITHOUT THE PERMISSION OF ARCADIS  
ENGINEERING. NOT VALID FOR PROPOSALS  
PURPOSES UNLESS SIGNED AND SEALED

PRELIMINARY

**SITE PLAN**

|               |            |
|---------------|------------|
| REL. FACT NO. | OTHER FACT |
| DESIGNED BY   |            |

DRAWN BY                      SHEET NO                     

CHECKED BY \_\_\_\_\_ C1

DATE 12-2-74

C1.

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this 9<sup>th</sup> day of December, 2024, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as the “City,” and the ***COUNTY OF CAPE GIRARDEAU, MISSOURI, a political subdivision of the State of Missouri***, hereinafter referred to as the “County,” **WITNESSETH:**

**WHEREAS**, the City has entered into an agreement with the Missouri Highways and Transportation Commission (“MHTC”) for a public improvement designated as the Highway 61 Bridge Replacement and Roadway Improvement Project at Hubble Creek (“Project”); and

**WHEREAS**, pursuant to the agreement between the City and MHTC, MHTC agreed to acquire right-of-way as needed for the Project; and

**WHEREAS**, pursuant to the agreement between the City and MHTC, MHTC agreed to convey by Quit Claim Deed to the City at the conclusion of the Project, excess land purchased as shown on Exhibit A which is attached hereto and made a part hereof that includes Tracts 1, 2, 3 and 4 (the “Property”); and

**WHEREAS**, the County anticipates an increased need for parking due to the expansion of the County Jail resulting in additional employees and has requested that the City allow for the construction of a parking lot on the Property; and

**WHEREAS**, the City has an increased need for parking due to limited availability in the uptown business district; and

**WHEREAS**, the County has prepared a preliminary design for construction of a parking lot on the Property which is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, the City and the County desire to initiate construction and enter into a cost share for Phase One of the parking lot; and

**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 and the County agree that Phase One construction of the parking lot shall consist only of grading and installation of riprap, erosion control, and a six (6) inch base rock.
2. The County agrees to begin and complete construction of Phase One consistent with the preliminary design as shown on the attached Exhibit B.
3. The total estimated cost for Phase One is One Hundred Forty-Seven Thousand One Hundred Thirty Dollars (\$147,130.00). The City agrees to pay the County within thirty (30) days of final completion of Phase One the sum of Seventy-Three Thousand Five Hundred Sixty-Five Dollars (\$73,565.00) representing one-half of the total estimated cost for Phase One.
4. The Property is currently zoned R-4 (General Residential). The City and County agree that the Property will not be used as a parking lot until the Property is rezoned C-3 (Central Business).
5. 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.

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

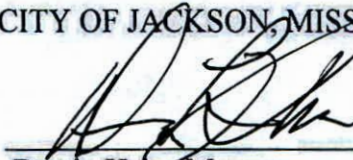
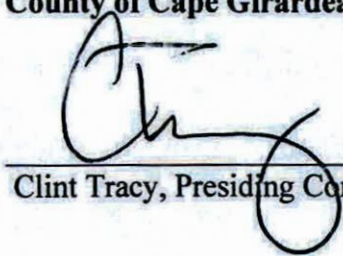
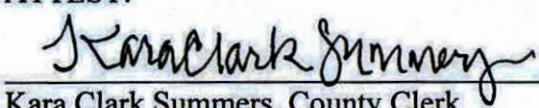
7. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

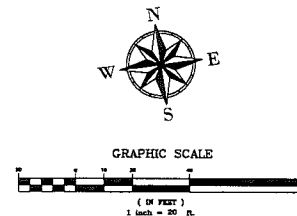
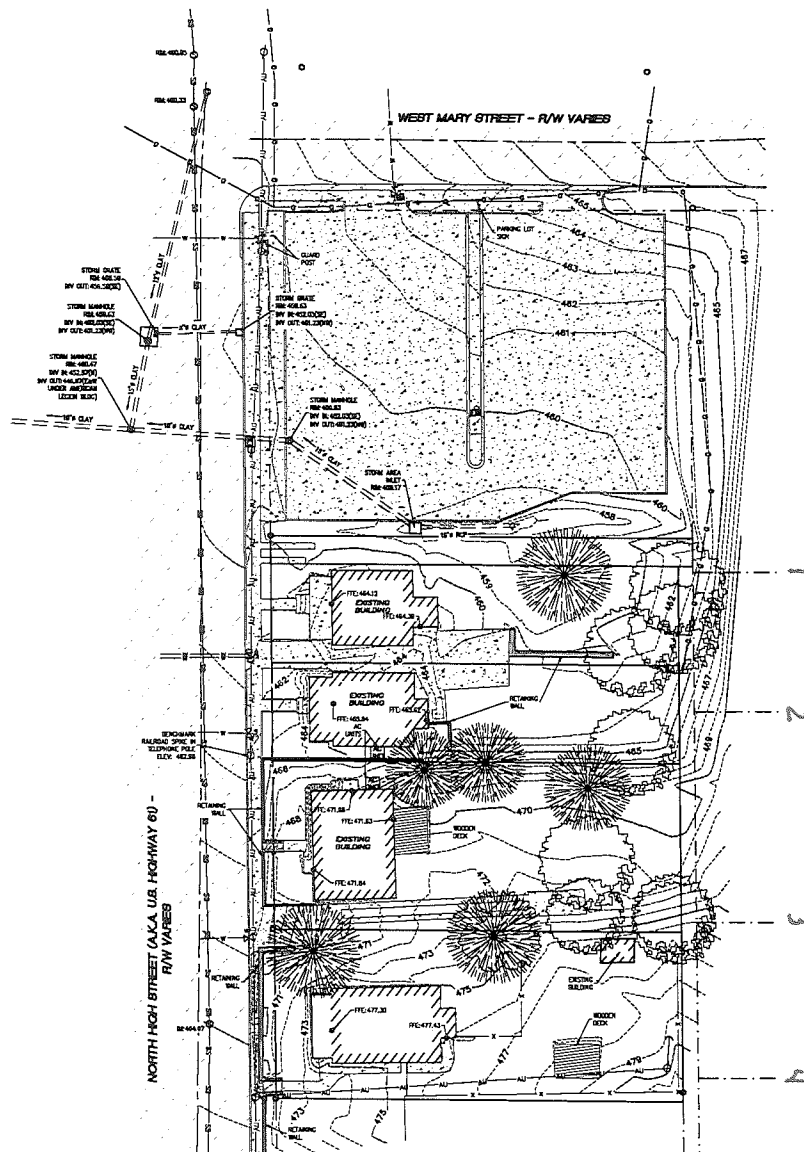
8. In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum of Understanding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

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

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

[Signatures on following page]

**CITY:****CITY OF JACKSON, MISSOURI**  
Dwain Hahn, Mayor**ATTEST:**  
Angela Birk, City Clerk**County of Cape Girardeau, Missouri:**  
Clint Tracy, Presiding Commissioner**ATTEST:**  
Kara Clark Summers, County Clerk



CURRENT ZONING: R-4

**BUILDING SETBACKS FOR R-4 ZONING**

FRONT YARD: ON EACH LOT UPON WHICH A BUILDING IS CONSTRUCTED, THERE SHALL BE A FRONT YARD OF NOT LESS THAN THIRTY (30) FEET AND NOT MORE THAN FIFTY (50) FEET. A FRONT SETBACK LINE IS ESTABLISHED BY SUBSTITUTION PLAT. THE FRONT YARD SHALL BE NOT LESS THAN THE SETBACK ESTABLISHED ON THE PLAT AND NOT MORE THAN TWO (2) FEET GREATER THAN THAT SETBACK.

REAR YARD: ON EACH LOT UPON WHICH A BUILDING IS CONSTRUCTED THERE SHALL BE A REAR YARD ON EACH SIDE OF NOT LESS THAN TWENTY (20) FEET. ALL BUILDINGS OTHER THAN SINGLE-FAMILY DWELLINGS SHALL HAVE A REAR YARD. ACCESSORY BUILDINGS SHALL HAVE A REAR YARD OF FIFTY (50) FEET.

NEAR YARD: EVERY LOT OR PARCEL OF LAND UPON WHICH A BUILDING IS CONSTRUCTED SHALL HAVE A NEAR YARD OF NOT LESS THAN TWENTY (20) FEET.

## FLOODPLAIN NOTE

NO PORTION OF THIS PROPERTY FALLS WITHIN THE 100-YEAR FLOODPLAIN, AS INDICATED ON THE FLOODED INSURANCE RATE MAP COMMUNITY PANEL NO. ZONEC030424E WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2011.

## UTILITY CONTACTS

- |                                                                                                                                             |                                                                                                                                                       |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. <b>SPENDING AUTHORITY FOR ELECTRIC SERVICE</b><br>CITY OF JACKSON PUBLIC WORKS<br>101 CLAY STREET<br>JACKSON, MS 39203<br>(601) 243-2300 | 4. <b>SPENDING AUTHORITY FOR SANITARY SEWER</b><br>CITY OF JACKSON PUBLIC WORKS<br>101 CLAY STREET<br>JACKSON, MS 39270<br>(601) 243-2300             |
| 2. <b>SPENDING AUTHORITY FOR NATURAL GAS</b><br>LIGHTS DIVISION<br>2310 NORTH HIGH STREET<br>JACKSON, MS 39203<br>(601) 240-6167            | 5. <b>SPENDING AUTHORITY FOR PORTABLE WATER SYSTEM</b><br>CITY OF JACKSON PUBLIC WORKS<br>101 CLAY STREET<br>JACKSON, MS 39270<br>(601) 243-2300      |
| 3. <b>SPENDING AUTHORITY FOR TELEPHONE SERVICES</b><br>AT&T<br>808 BROADWAY<br>CRAIG CHANDLER, MS 39201<br>MR. SCOTT MILLER (601)233-6446   | 6. <b>SPENDING AUTHORITY FOR CABLE TELEVISION SERVICE</b><br>SOUTHERN COMMUNICATIONS<br>3425 NORTH HIGH STREET<br>JACKSON, MS 39270<br>(601) 232-1440 |

### UTILITY NOTES

EXISTING UTILITIES WERE OBTAINED FROM FIELD EVIDENCE, AND ONE CALL AND THE SERVICE LINES COMING INTO THE BUILDING SHOWN PER CITY EMPLOYEES ESTIMATE. EXACT LOCATION OF UTILITIES SHALL BE FIELD MONITORED BEFORE START OF PROJECT.

IT IS THE RESPONSIBILITY OF ALL CONTRACTORS TO CONTACT UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION ON OR RELATING TO THIS PROJECT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAKE OR ARRANGE FOR THE RELOCATION

### SURVEYOR'S CERTIFICATION

THIS SURVEY OF A TRACT OF URBAN PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MINNESOTA AS MADE EFFECTIVE JULY 26, 2006.

### LEGEND

|                                                                                       |               |                                                                                       |            |
|---------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------------------------------|------------|
|    | = STORM SEWER |    | = SEWER    |
|    | = WATER MAIN  |    | = GAS LINE |
|    | = SEWER       |    | = GAS LINE |
|   | = WATER MAIN  |   | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |
|  | = WATER MAIN  |  | = GAS LINE |

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

BOUNDARY AND TOPOGRAPHIC PLAN FOR  
CAPE GIRARDEAU COUNTY COMMISSION  
316-326 N. HIGH STREET, CAPE GIRARDEAU, MISSOURI, 63701  
C/O: XXXXX XXXXXXX XXXXXXXXXX XXXXXXXXXX  
1 BARTON SQUARE, JACKSON, MISSOURI 63755

SEAL

CHRISTOPHER L. AGEHLEN + CHAMBERLAIN  
PC-A-774

THIS DRAWING IS NOT TO BE REPRODUCED OR  
TRANSMITTED IN ANY FORM OR BY ANY MEANS  
ELECTRONIC OR MECHANICAL, INCLUDING  
PHOTOCOPYING, RECORDING, OR BY ANY  
INFORMATION STORAGE AND RETRIEVAL  
SYSTEM, WITHOUT PERMISSION IN WRITING  
FROM THE AMERICAN SOCIETY OF  
MECHANICAL ENGINEERS.

|                                    |                |
|------------------------------------|----------------|
| BOUNDARY AND<br>TOPOGRAPHIC SURVEY |                |
| FIELD PLOT NO.                     | OWNER PLOT NO. |
| DECIDED BY                         |                |
| DRAWN BY                           | SHEET NO.      |
| CHECKED BY                         |                |
| DATE                               | V1.0           |

BILL NO. 25-\_\_

ORDINANCE NO. 25-\_\_

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A QUIT CLAIM DEED BY AND BETWEEN THE CITY OF JACKSON AND *THE COUNTY OF CAPE GIRARDEAU*, MISSOURI, RELATIVE TO A *0.67-ACRE TRACT OF LAND LOCATED ON NORTH HIGH STREET*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have heretofore reviewed a Quit Claim Deed attached hereto and incorporated herein as if fully set forth; and,

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to grant said Quit Claim Deed.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the Quit Claim Deed attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The County of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that it is in the best interests of the citizens of the City of Jackson, Missouri, that the City grant said Quit Claim Deed.

Section 2. That the Mayor of the City of Jackson, Missouri, be and he is hereby authorized to do all acts and execute all instruments appropriate and necessary to grant said Quit Claim Deed for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson, Missouri, is hereby authorized and directed to attest to the signature of the Mayor on the attached Quit Claim Deed.

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

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

FIRST READING: October 6, 2025.

SECOND READING: October 6, 2025.

PASSED AND APPROVED this 6th day of October, 2025, by a vote of \_\_ ayes, \_\_ nays, \_\_ abstentions and \_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

---

## QUIT CLAIM DEED

THIS INDENTURE, Made on the \_\_\_\_ day of \_\_\_\_\_, 2025, by and between

**City of Jackson, Missouri, a Municipal Corporation,**

of the County of Cape Girardeau and State of Missouri, **Grantor**, and

**Cape Girardeau County, Missouri,  
a political subdivision of the State of Missouri,**

**Grantee**, (mailing address of said Grantee is 100 Court Street, Jackson, Missouri 63755).

*WITNESSETH*, That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the said Grantee, does by these presents, REMISE, RELEASE and FOREVER QUIT-CLAIM unto the said Grantee, the following described lots, tracts or parcels of land, lying, being and situate in the County of Cape Girardeau, State of Missouri, to-wit:

That part of Grantor's land lying in US Survey No. 2250, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, Missouri, lying on the Easterly or left side of the hereinafter described Rte. 61 surveyed centerline, to wit:

A tract of land lying within the following described tract: Commencing at Station 870+71.76 on the hereinafter described Rte. 61 surveyed centerline; thence Easterly to a point 26.65 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+71.76, said point being the Point of Beginning; thence Easterly to a point 33.00 feet East of and at a right angle to Rte. 61 surveyed centerline Station 870+71.78; thence Easterly to a point 180.15 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+72.23; thence Southerly to a point 180.19 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+82.23; thence Westerly to a point 173.19 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 870+82.21; thence Southerly to a point



174.04 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 172+72.21; thence Westerly to a point 31.8 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 872+71.8; thence Westerly to a point 26.76 feet East of and at a right angle to the Rte. 61 surveyed centerline Station 872+71.76; thence Northerly to the Point of Beginning.

The above-described land contains 0.67 acre of Grantor's land, more or less.

The Route 61 surveyed centerline from Station 845+65.00 to Station 881+43.69 is described as follows:

Commencing from the Northeast Corner of USP Survey 218, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, as shown in Document No. 2014-04287; thence S4°10'10" E a distance of 3,049 feet to the Rte. 61 surveyed centerline PT Station 850+76.47 also being the Point of Beginning; thence S9° 03' 48" E a distance of 413.01 feet to the Rte. 61 surveyed centerline PC Station 854+89.48; thence along the arc of a 5°00'00.0" curve to the right a distance of 326.23 feet to the Rte. 61 surveyed centerline PT Station 858+15.71, said curve having a radius of 1,145.92 feet and a deflection angle of 16°18'42.0"; thence S7°14'54" W a distance of 941.88 feet to the Rte. 61 surveyed centerline PC Station 867+57.59; thence along the arc of a 1°30'00.0" curve to the right a distance of 151.40 feet to the Rte. 61 surveyed centerline PRC Station 869+08.99, said curve having radius of 3,819.72 feet and a deflection angle of 2°16'15.5"; thence along the arc of a 1°30'00.0" curve to the left a distance of 151.40 feet to the Rte. 61 surveyed centerline PT Station 870+60.39, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16'15.5"; thence S7°14'54" W a distance of 659.48 feet to the Rte. 61 surveyed centerline PC Station 877+19.87; thence along the arc of a 114°35'29.6" curve to the left a distance of 78.57 feet to the Rte. 61 surveyed centerline PT Station 877+98.44, said curve having a radius of 50.00 feet and a deflection angle of 90°01'54.0"; thence S82°47'00" E a distance of 249.69 feet to the Rte. 61 surveyed centerline PC Station 880+48.13; thence along the arc of a 114°35'29.6" curve to the right a distance of 78.69 feet, said curve having a radius of 50.00 feet and a deflection angle of 90°10'00.0" to the Rte. 61 surveyed centerline PT Station 881+26.82, said point being S1°04'38" W a distance of 224 feet from the Northeast Corner of Lot 25 of the original Town of Jackson in Township 31 North, Range 12 East of the Fifth Principal Meridian, said corner being marked by a 1/2" rebar as accepted by B. Ferguson PLS 2004017828; thence S7°23'00" W a distance of 16.87 feet to the Rte. 61 surveyed centerline Station 881+43.69 and there terminating. The Rte. 61 surveyed centerline also extends from the Rte. 61 surveyed centerline PT Station 850+76.47; thence along the arc of a 5°00'00.0" curve to the right a distance of 771.86 feet, said curve have a radius of 1,145.92 feet, a deflection angle of 38°35'34.8" and a back tangent of N9°03'48" W to the Rte. 61 surveyed centerline PC Station 843+04.61 and there terminating.

This Quit-Claim Deed is made for the purpose of conveying Grantor's interest in the aforesaid premises without conveying Grantor's rights to easements, rights of way, restrictions, and licenses.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances, thereto belonging, unto the said Grantee and unto its successors and assigns forever; so that neither the said Grantor, nor any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its Mayor the day and year first above written.

City of Jackson, Missouri

By: \_\_\_\_\_  
Dwain Hahs, Mayor

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

On this \_\_\_\_\_ day of October, 2025, before me appeared Dwain Hahs, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Jackson, Missouri, a municipal corporation of the State of Missouri, and the seal affixed to the foregoing instrument is the seal of said City, and that the within Quit Claim Deed was signed and sealed on behalf of said City by authority of its Board of Alderman and said Dwain Hahs acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.

Notary Public

My commission expires: \_\_\_\_\_