



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, November 06, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

PUBLIC HEARINGS

2. Hearing to vacate a portion of the Royal Drive public right of way in Forest Acres Subdivision, as requested by Christopher and Kelly Kasten and Zeno and Liza Walker.
3. Hearing to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to attached or painted signs.

APPROVAL OF MINUTES

4. Motion approving the Minutes of the Regular Meeting of October 16, 2023.

FINANCIAL AFFAIRS

5. Motion approving payment of the semimonthly bills.

ACTION ITEMS

Power, Light, and Water Committee

6. Motion changing the date of the Mayor & Board of Aldermen Regular Meeting and Study Session from Monday, January 1, 2024 to Tuesday, January 2, 2024, at 6:00 p.m., in observance of the New Year's Day holiday.
7. Motion setting a public hearing for Monday, December 18, 2023, at 6:00 p.m., to consider the proposed 2024 City of Jackson Annual Budget, which also includes proposed sewer utility service rate adjustments and other utility service rate adjustments.
8. Motion approving Task Order Authorization No. 23-12, in the amount of \$78,361.00, to Koehler Engineering & Land Surveying, Inc., of Cape Girardeau, Missouri, relative to providing engineering services for infrastructure improvements at the Jackson North Industrial Park.

- [9.](#) Motion approving Change Order No. 2, extending the contract time by 150 days, to Power Grid Company, of Fayetteville, Georgia, relative to the I-55 Electric Substation Build-Out Project.
- [10.](#) Motion approving Change Order No. 2, extending the contract time by 150 days, to Power Line Consultants, LLC, of Farmington, Missouri relative to the I-55 Electrical Transmission and Distribution Line Project.
- [11.](#) Motion accepting the proposal from C.P.U., Inc., of Cape Girardeau, Missouri, relative to the Network Server and Related Services Project.
- [12.](#) Bill proposing an Ordinance authorizing a contractual agreement with C.P.U., Inc., relative to the Network Server and Related Services Project.

Street, Sewer, and Cemetery Committee

- [13.](#) Motion approving Change Order No. 2, to Nip Kelley Equipment, of Cape Girardeau, Missouri, relative to the Restroom No. 1 Building Replacement Project.
- [14.](#) Bill proposing an Ordinance approving a Memorandum of Understanding with the Jackson Memorial VFW Post No. 10495, relative to the placement of a storage shed in Brookside Park.
- [15.](#) Bill proposing an Ordinance approving an Addendum to a Memorandum of Understanding Dated September 8, 2021 with 1525 Kimbeland Drive Trust Dated October 14, 2021, relative to the Kimbeland Lift Station Improvement Project.
- [16.](#) Bill proposing an Ordinance approving text amendments to Chapter 47 (Parks) of the Code of Ordinances.
- [17.](#) Bill proposing an Ordinance authorizing the Mayor to execute a Utility Easement Deed on Royal Drive in Forest Acres Subdivision, to the City of Jackson, Missouri.
- [18.](#) Bill proposing an Ordinance accepting the dedication of a Utility Easement Deed on Royal Drive in Forest Acres Subdivision, from the City of Jackson, Missouri.
- [19.](#) Bill proposing an Ordinance vacating a portion of the Royal Drive public right of way in Forest Acres Subdivision, as requested by Christopher and Kelly Kasten and Zeno and Liza Walker.
- [20.](#) Bill proposing an Ordinance approving a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to attached or painted signs.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

21. Report by Mayor
22. Reports by Board Members
23. Report by City Attorney
24. Report by City Administrator

25. Discussion of future agenda items

EXECUTIVE SESSION

Motion to have executive session. Authority is Section 610.21(3), Revised Statutes of Missouri, relating to personnel; and Section 610.021(12), Revised Statutes of Missouri, relating to contracts.

ADJOURN

Posted on 11/3/2023 at 4:00 P.M.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, October 16, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Joe Bob Baker, Mike Seabaugh, Shana Williams, Katy Liley, Dave Reiminger, Paul Sander, David Hitt, and Wanda Young. Present-8; Absent-0.

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

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

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

Motion to Adopt the Agenda)

Motion made by Alderman Baker, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-8; Nays-0; Absent-0.

Motion to Approve the Minutes of the)
October 2, 2023, Regular Board)
Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, October 2, 2023. Ayes-8; Nays-0; Absent-0.


Motion to Approve Bills of October,)
2023)

Now is presented the Semimonthly Bills Report, in the various funds for the month of October, 2023. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the payment of Semimonthly Bills in the various funds for October, 2023. Ayes-8; Nays-0; Absent-0.

Motion to Approve the City Collector's)
Electric, Water & Sewer, Taxes &)
Licenses, and Refuse Report for)
September, 2023)

Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for September, 2023. Ayes-8; Nays-0; Absent-0.

CITY COLLECTOR'S REPORT FOR SEPTEMBER 2023

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,543,033.42	270,324.50	216,603.67	61,698.35	-	2,091,659.94
Penalties	10,885.96	1,676.71	1,354.77	354.83	-	14,272.27
Sales Tax	44,754.20	7,986.89	-	-	-	52,741.09
Disconnect Fees	5,822.80	-	-	-	-	5,822.80
Returned Transaction Fees	510.00	-	-	-	-	510.00
Customer Relocation Fees	-	-	-	-	150.00	150.00
Trash Stickers	-	-	-	1,041.00	-	1,041.00
UTILITY COLLECTIONS	1,605,006.38	279,988.10	217,958.44	63,094.18	150.00	2,166,197.10
Adjustments - Services	-	-	-	-	-	-
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,605,006.38	279,988.10	217,958.44	63,094.18	150.00	2,166,197.10
Business/Contractor Licenses	-	-	-	-	407.50	407.50
Event Fees/Misc. Charges	50.00	-	-	-	-	50.00
NON-UTILITY COLLECTIONS	50.00	-	-	-	407.50	457.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	715.11
Cash in bank	-	-	-	-	-	2,167,369.71
Missouri Sales Tax payment	(44,754.20)	(7,986.89)	-	-	-	(52,741.09)
TO CITY TREASURER					\$	2,114,628.62
Respectfully Submitted,						
						
City Collector						



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Motion to Approve the September, 2023)
City Clerk's and Treasurer's Reports)

Motion made by Alderwoman Williams, seconded by Alderman Sander, to approve the City Clerk's and City Treasurer's Reports for September, 2023. The City Clerk's Report is as follows: Electric Receipts – \$26,960.03; Cemetery Receipts – \$4,425.00; Water Receipts – \$5,730.00; Wastewater Receipts – \$0.00; General Revenue Receipts – \$22,777.93; Park Receipts – \$2,583.00; Trust & Agency Receipts – \$0.00; Park Foundation Receipts – \$100.00; Recreational Development Receipts – \$3,736.00; Landfill Receipts – \$1,413.23; Recreation Sales Tax Receipts – \$9,300.25; Health Insurance - \$1,177.00; Stormwater Maintenance Receipts – \$210.48; and Transportation Sales Tax Receipts – \$1,282.50. The Water & Light Deposit balance as of September 1, 2023 – \$284,721.01; Deposits – \$13,135.36; Refunds – \$16,058.06; balance as of September 30, 2023 – \$281,798.31. Ayes-8; Nays-0; Absent-0.

CITY TREASURER'S REPORT FOR SEPTEMBER, 2023

FUND	FUND BALANCES 09-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 09-30-2023	INVESTMENTS	CASH BALANCE 09-30-2023
ELECTRIC FUND							
Operation & Maintenance	-	1,590,312.64	(293,498.62)	1,296,814.02	-	-	-
Electric Surplus	2,755,633.88	-	270,715.92	24,715.85	3,001,633.95	1,440,228.34	1,561,405.61
Electric Capital Projects Fund	4,338,566.54	-	-	147,473.25	4,191,093.29	4,100,000.00	91,093.29
General Revenue	2,958,506.66	34,340.46	459,508.64	582,606.22	2,869,749.54	2,850,000.00	19,749.54
Landfill Fund	557,703.20	64,528.81	(5,949.62)	40,338.25	575,944.14	485,000.00	90,944.14
City Park Fund	164,396.74	3,481.61	(6,222.99)	37,312.55	124,342.81	110,000.00	14,342.81
Public Park Foundation Fund	143,779.48	100.00	-	2,010.48	141,869.00	125,000.00	16,869.00
Cemetery Fund	915,762.83	4,978.32	(5,247.38)	11,973.86	903,519.91	900,000.00	3,519.91
Band Fund	-	553.32	-	553.32	-	-	-
Stormwater Maintenance Fund	289,835.63	210.48	-	-	290,046.11	266,000.00	24,046.11
ARPA Fund	2,686,490.33	8,936.42	-	107,147.13	2,588,279.62	2,550,000.00	38,279.62
Road Use Tax Fund	725,135.89	71,235.55	(19,166.66)	388.70	776,816.08	684,000.00	92,816.08
Sales Tax Fund	1,994,865.08	236,468.15	-	143,651.65	2,087,681.58	1,571,000.00	516,681.58
Fire Protection Sales Tax Fund	129,325.80	56,140.75	(182,133.55)	-	3,333.00	-	3,333.00
Recreation Sales Tax	121,374.84	65,440.99	(829.40)	34,120.66	151,865.77	50,000.00	101,865.77
Public Safety Sales Tax	252,910.11	111,983.49	(355,471.50)	8,422.10	1,000.00	-	1,000.00
Trust and Agency Fund	1,099,531.19	3,669.07	20,338.32	34,775.30	1,088,763.28	1,080,000.00	8,763.28
Recreational Development	24,709.39	3,736.00	(2,213.35)	12,121.98	14,110.06	-	14,110.06
Transportation Sales Tax	353,615.58	137,555.64	-	33,065.98	458,105.24	300,000.00	158,105.24
I-55 Corridor Special Alloc.	1,262.55	-	-	-	1,262.55	-	1,262.55
Capital Projects Construction	2,030,858.82	3,347.05	-	-	2,034,205.87	1,766,011.55	268,194.32
Economic Development Reserve	1,000,000.00	-	-	-	1,000,000.00	1,000,000.00	-
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	1,000,426.24	22,732.60	138,909.86	173,937.24	988,131.46	-	988,131.46
Inmate Security Fund	16,245.12	64.00	-	-	16,309.12	-	16,309.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	283,661.62	(189,663.13)	93,998.49	-	-	-
Water Replacement	756,540.50	-	-	-	756,540.50	725,000.00	31,540.50
Water & Sewer Revenue Bond	219,380.80	-	-	-	219,380.80	190,000.00	29,380.80
Water & Sewer Deprec. Res.	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,552,390.72	-	333,090.53	11,355.50	9,874,125.75	9,349,494.14	524,631.61
Wastewater Operation & Maint.	-	218,171.87	(162,167.07)	56,004.80	-	-	-
Wastewater Replacement	1,077,658.74	-	-	6,728.00	1,070,930.74	1,066,442.41	4,488.33
W & S Construction Fund	4,311,421.33	-	-	214,908.50	4,096,512.83	200,000.00	3,896,512.83
TOTALS	39,591,945.06	2,921,648.84	-	3,074,423.83	39,439,170.07	30,918,176.44	8,520,993.63
Respectfully Submitted,							
Liza Walker, City Clerk/Treasurer (signed)						Cash on Hand	1,475.00
						General Account	6,401,272.94
						Collectors Account	2,114,628.62
						Equitable Sharing Fund	3,617.07
					TOTAL		8,520,993.63



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Motion to Approve Statement of Work)
Q-43723-1 to CivicPlus, LLC, of)
Manhattan, Kansas, relative to providing)
Additional Online Code Hosting Services)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve Statement of Work Q-43723-1, in the amount of \$3,996.70, to CivicPlus, LLC, of Manhattan, Kansas, relative to providing additional online code hosting services under the Website Redesign and Hosting Service Project. Ayes-8; Nays-0; Absent-0.

Motion to Accept a Proposal from)
SoutheastHEALTH, of Cape Girardeau,)
Missouri, relative to providing services)
Under the 2024 Employee Medical)
Insurance Benefit Plan)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to accept a proposal from SoutheastHEALTH, of Cape Girardeau, Missouri, relative to providing services under the 2024 Employee Medical Insurance Benefit Plan. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-80 Re: To Authorize a)
Contractual Agreement with)
SoutheastHEALTH, of Cape Girardeau,)
Missouri, relative to providing services)
Under the 2024 Employee Medical)
Insurance Benefit Plan)

The matter of authorizing a contractual agreement with SoutheastHEALTH, of Cape Girardeau, Missouri, relative to providing services under the 2024 Employee Medical Insurance Benefit Plan, came on for consideration. Alderman Reiminger introduced Bill No. 23-82, 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 SoutheastHEALTH, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO PROVIDING SERVICES UNDER THE 2024 EMPLOYEE MEDICAL INSURANCE BENEFIT PLAN; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Reiminger, seconded by Alderman Sander, Bill No. 23-82 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 23-82 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. 23-80 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderman Sander-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Hitt-aye; and Alderwoman Williams-aye.

BILL NO. 23-82

ORDINANCE NO. 23-80

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND SoutheastHEALTH, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO PROVIDING SERVICES UNDER THE 2024



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MINUTES

EMPLOYEE MEDICAL INSURANCE BENEFIT PLAN; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **SoutheastHEALTH, 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 16, 2023.

SECOND READING: October 16, 2023.

PASSED AND APPROVED this 16th day of October, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.



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MINUTES

(SEAL) CITY OF JACKSON, MISSOURI
ATTEST: By: Dwain L. Hahs (signed)
Mayor
Liza Walker (signed)
City Clerk

Motion to Set a Public Hearing for)
Monday, November 6, 2023, to consider)
a Request to Vacate a Portion of the)
Royal Drive Public Right-of-Way, as)
Requested by Christopher and Kelly)
Kasten and Zeno and Liza Walker)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to set a public hearing for Monday, November 6, 2023, at 6:00 p.m., to consider a request to vacate a portion of the Royal Drive public right-of-way in Forest Acres Subdivision, as requested by Christopher and Kelly Kasten and Zeno and Liza Walker. Ayes-8; Nays-0; Absent-0.

Motion to Set a Public Hearing for)
Monday, November 6, 2023, to consider)
a Text Amendment to Chapter 65 of the)
Code of Ordinances, relative to)
Attached or Painted Signs)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to set a public hearing for Monday, November 6, 2023, at 6:00 p.m., to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to attached or painted signs. Ayes-8; Nays-0; Absent-0.

City Attorney Curt Poore requests)
Closed Session)

Now comes forth City Attorney Curt Poore to request to proceed into closed session for three items of real estate in accordance with Section 610.021(2) RSMo, and one personnel matter in accordance with Section 610.021(3) RSMo.

Motion to Recess the Meeting to Study)
Session)

On a motion by Alderman Baker, seconded by Alderwoman Liley, to recess the meeting at 6:12 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

.....

Returned to Open Session at 7:08 P.M., from Study Session.

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

Meeting concluded at 7:08 P.M. On a motion by Alderman Baker, seconded by Alderwoman Liley, it is ordered that the Board now convene into closed session for three items of real estate in accordance with Section 610.021(2) RSMo, and one personnel matter in accordance with Section 610.021(3) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Baker-aye; Alderwoman Young-aye;



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Alderman Seabaugh-aye; Alderman Sander-aye; Alderwoman Liley-aye; Alderman Hitt-aye; Alderman Reiminger-aye; and Alderwoman Williams-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk



MEMO

To: Mayor and Board of Aldermen
From: Don Schuette
Date: Thursday, November 02, 2023
Re: Change Order #2 I-55 Substation Power Grid

Mayor and Board of Aldermen,

Please see the attached Change Order #2 for the I-55 Substation Project.

The attached change order is for additional time from the original contract completion dates. The construction portion of the project is approximately 95% complete. The additional time requested is due to materials delays. As we are all becoming deeply aware, some materials are unbelievably difficult to obtain in a timely manner. No project cost increase is requested for this change order, just a time extension.

The contractor, Power Grid , has been very responsive and very diligent in their efforts to complete this portion of the project as quickly as possible. I recommend the requested extension be granted and approved.

Thank you for your consideration regarding this request, please let me know if you have additional questions or concerns.

Best regards,

Don Schuette

Director of Electric Utilities

033122

81862

CHANGE ORDER No. 2

Project: **I-55 Electrical Substation**

Date of Issuance: 10/20/2023

Owner: **City of Jackson**

Address: **101 Court Street, Jackson, MO 63755**

Contractor: **Power Grid Company**

Owner's Project No.: _____

Engineer/Architect: **Allen & Hoshall, Inc.**

Engineer/Architect's Project No.: **81862**

You are directed to make the following changes in the Contract Documents.

Description: Extension of contract time

Purpose of Change Order: Extension of contract time to allow for delays in material

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Base Contract Price \$ _____ Authorized Amendments \$ _____ Original Contract Price \$ _____	Original Contract Time _____ 373 days days or date
Net Change from previous Change Orders No. _____ thru No. _____ \$ _____	Net Change from previous Change Orders No. 1 _____ thru No. 1 _____ _____ 154 days days
Original Contract Price prior to this Change Order \$ _____	Contract Time Prior to this Change Order _____ 527 days days or date
Net Increase (Decrease) of this Change Order \$ _____	Net Increase (Decrease) of this Change Order _____ 150 days days
Contract Price with all approved Change Orders Original Contract Price \$ _____ Total Change Orders \$ _____ Current Contract Price \$ _____	Contract Time with all approved Change Orders _____ 677 days days or date

RECOMMENDED:

APPROVED:

APPROVED:

By: *Stump Boles*

By: _____

By: *Chris Egan*

Allen & Hoshall, Inc.
Engineer/Architect

City of Jackson
Owner

Power Grid Company
Contractor

Date: 10/20/23

Date: _____

Date: 10/24/2023

End of Document



MEMO

To: Mayor and Board of Aldermen
From: Don Schuette
Date: Thursday, November 02, 2023
Re: Change Order #2 I-55 Substation PLC

Mayor and Board of Aldermen,

Please see the attached Change Order #2 for the I-55 Substation Project T&D.

The attached change order is for additional time from the original contract completion dates. The construction portion of the project is approximately 70% complete. The additional time requested is due to materials delays. As we are all becoming deeply aware, some materials are unbelievably difficult to obtain in a timely manner. No project cost increase is requested for this change order, just a time extension.

The contractor, Power Line Consultants LLC, has been very responsive and very diligent in their efforts to complete this portion of the project as quickly as possible. I recommend the requested extension be granted and approved.

Thank you for your consideration regarding this request, please let me know if you have additional questions or concerns.

Best regards,

Don Schuette

Director of Electric Utilities

CHANGE ORDER No. 2

Project: **I-55 Transmission Distribution**

Date of Issuance: 10/20/2023

Owner: **City of Jackson**

Address: **101 Court Street, Jackson, MO 63755**

Contractor: **Power Line Consultants,LLC**

Owner's Project No.: _____

Engineer/Architect: **Allen & Hoshall, Inc.**

Engineer/Architect's Project No.: **81862**

You are directed to make the following changes in the Contract Documents.

Description: Extension of contract time

Purpose of Change Order: Extension of contract time to allow for delays in material

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Base Contract Price \$ _____ Authorized Amendments \$ _____ Original Contract Price \$ _____	Original Contract Time <u>373 days</u> days or date
Net Change from previous Change Orders No. _____ thru No. _____ \$ _____	Net Change from previous Change Orders No. 1 _____ thru No. 1 _____ <u>154 days</u> days
Original Contract Price prior to this Change Order \$ _____	Contract Time Prior to this Change Order <u>527 days</u> days or date
Net Increase (Decrease) of this Change Order \$ _____	Net Increase (Decrease) of this Change Order <u>150 days</u> days
Contract Price with all approved Change Orders Original Contract Price \$ _____ Total Change Orders \$ _____ Current Contract Price \$ _____	Contract Time with all approved Change Orders <u>677 days</u> days or date

RECOMMENDED:

APPROVED:

APPROVED:

By: *Stuart Boller*

By: _____

By: *Ray G. Smith*

Allen & Hoshall, Inc.
Engineer/Architect

City of Jackson
Owner

Power Line Consultants, LLC
Contractor

Date: 10/20/23

Date: _____

Date: 10/20/23

End of Document



Memo

To: Mayor and Board of Aldermen
From: Joan Evans, Director of Information Technology
Date: Thursday, November 02, 2023
Re: Network Server and Related Services Project

Due to age and end-of-life support for software, the main City Hall server is in need of replacement. A request for proposals generated a single respondent, C.P.U., Inc.

Given the specialized nature of the project and our positive history with the vendor over the last 16 years, we request the Board approve the contract presented with the associated ordinance.

**CITY OF JACKSON, MISSOURI
NETWORK SERVER AND RELATED SERVICES PROJECT
BID SHEET**

Note: Please return this page as a cover sheet with each copy of your submittal.

CPU Inc. proposes to furnish all labor, equipment, and materials for the NETWORK SERVER AND RELATED SERVICES PROJECT and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BASE BID:

\$ \$23,135.00 proposed amount for the Network Server and Related Services Project

ALTERNATE BID:

\$ \$200/month proposed amount for the Recommended Off-Site Back-Up Service (Software, Services, and/or Hardware)

The undersigned, an authorized agent of the company, hereby certifies:

- familiarization with all terms, conditions, and specifications herein stated; and
- company is qualified to perform work and services as included.

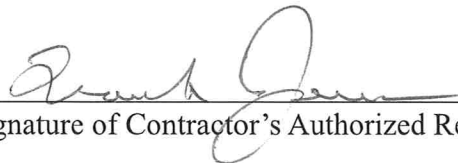
Submitted on 13 October, 2023.

Name of Company: CPU Inc.

Business address: 320 S. Plaza Way, Cape Girardeau, MO 63701

Phone number: 573-334-2420

Fax number: 573-334-0109



Signature of Contractor's Authorized Representative

Frank Jones

Printed Name of Contractor's Authorized Representative

LOG OF BIDS RECEIVED

PROJECT TITLE: RFP for Network Server and Related Services
PROJECT MANAGER: JOAN EVANS
BID DUE DATE: MONDAY, OCTOBER 16, 2023, at 2:00 P.M.

COMPANY NAME:

- 1. CPU Inc. 10/12/23 23,135.00
- 2. Backup Option 200/mo.
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____
- 15. _____
- 16. _____
- 17. _____
- 18. _____

Joan Evans 2:19 PM 10/16/23
 [Signature] 2:19 PM 10/16/23

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND C.P.U., INC., OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE NETWORK SERVER AND RELATED SERVICES PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **C.P.U., Inc., 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: November 6, 2023.

SECOND READING: November 6, 2023.

PASSED AND APPROVED this 6th day of November, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

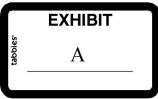
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this 6TH day of NOVEMBER, 2023, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **C.P.U., INC.**, hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the NETWORK SERVER AND RELATED SERVICES PROJECT to be completed for the City located in City Hall, 101 Court Street, Jackson, Missouri.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amount named in the proposal/bid from the Contractor dated October 13, 2023, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project include the Specifications and Proposal Documents which are attached hereto and made a part hereof as Exhibit 1. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents.
- C. The Contractor shall supply all labor, materials, equipment, and supervision necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of \$23,135.00 for the Network Server and Related Services Project and \$200.00 per month for the Recommended Off-Site Back-Up Service.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

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CITY:

City of Jackson, Missouri

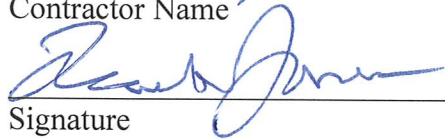
Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk
Address:
101 Court Street
Jackson, Missouri 63755

CONTRACTOR:

C.P.U., Inc.
Contractor Name


Signature

Frank Jones
Printed Name

C.E.O.
Title

ATTEST:

Signature

Printed Name

Title
Address:



CITY OF JACKSON, MISSOURI

Request for Proposal

Network Server and Related Services

These Specifications are included in and are a part of the Proposal Documents for this Program.

SCOPE OF WORK: This is a request for proposals for replacement of an existing Windows network server, including hardware and associated software, setup, configuration and optional backup services.

LOCATION OF WORK: Jackson City Hall – 101 Court Street, Jackson, Missouri.

MATERIAL SPECIFICATIONS AND LABOR REQUIREMENTS:

Server specifications (alternate bids must be equivalent or better than the specifications outlined below):

Dell PowerEdge R450 Rack Mount Server

- 1 x Intel Xeon Silver 4309Y 8-Core Processor
- 4 x 32GB Memory (128GB Memory Total)
- 1 x PERC H755 SAS RAID Controller Card
- 2 x 240GB M.2 (RAIDI, VMWare)
- 2 x 800W Power Supplies
- iDRAC9, Enterprise Remote Management

VMWare vSphere Essentials (Server Virtualization)

Windows Server 2022 Standard 9supporting two Virtual Machines)

Windows Server 2022 User CALs

Huntress End-Point Security Managed Detection & Response (MDR) Service (Annual Charge)

Build and configure DELL server with RAID disk protection.

- Install VMWare and setup two VMs (DC01 and FS01)
- Install Windows Server 2022 Standard on 2 VMs.
- Install Window Updates on 2 VMs.
- Bring new server on-site and install.
- Promote DC and join computers to the domain.
- Install and configure MDR
- Migrate/Copy File Shares, Redirects (new) to File Shares.
- Update all workstations to point to new server (including Folder Redirection)
- Joint test and QA with City of Jackson staff.

- Document any updated network and server configuration.

Recommended Off-Site Back-Up Service (Software, Services, and/or Hardware) is requested as an additional option. This option will be evaluated independently from the server specifications and related services, subject to present or future purchase consideration.

WORKDAYS/TIMES: All on-site work shall be performed during the work week of Monday through Friday from 8:00 a.m. through 5:00 p.m., unless deemed necessary and approved by the City's Information Technology Director.

NOT-TO-EXCEED CONTRACT PRICE: Vendor shall furnish all labor, equipment, and materials for the Program and to perform all related work as provided for and in accordance with the specifications and proposal documents for a cost-not-to-exceed price as indicated on the proposal sheet. The total compensation to be paid to Vendor for the performance of the work is a maximum amount and may be reduced during the course of performance of the work based upon the individual unit price values provided to the City by Vendor on the proposal sheet.

NO GUARANTEE OF WORK: Any award of a proposal shall not obligate the City in any way to use any of the services listed herein or to use Vendor for any certain period of time. In addition, the City shall not be liable for damages to Vendor in the event that the City does not use any services proposal herein.

COMMUNICATIONS: Vendor shall be responsive to City communications via phone, text, email, or in person.

PERMITS AND LICENSES: Vendor shall, at its own cost, secure all permits and licenses required by City Code and State Statute and give all notices necessary and incidental to lawful prosecution of the work.

LAWS TO BE OBSERVED: Vendor shall at all times observe and comply with all Federal, State and Municipal laws and regulations, and shall comply with all orders and decrees which exist at the present or which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance will be considered.

VENDOR'S UNDERSTANDING: It is understood and agreed that Vendor is, by careful examination, satisfied as to the nature and location of the work, the character, quality, and quantities of the work necessary, the character of the equipment and facilities needed for the execution of work, the general and local conditions, and all other matters which can in any way affect the work under this contract.

PROTECTION OF WORK AND PROPERTY: Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property.

COMPLETION DATE: Vendor shall complete all work within 90 days of contract award, unless otherwise agreed to in writing by both Vendor and City.

PAYMENT: Payment shall be made in one (1) lump sum following the completion of the Project.

REQUIRED INSURANCE: Successful Vendor must furnish proof of:

- Professional Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used with a combined single limit of \$1,000,000 minimum.
- Worker’s Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- Additional Insured Endorsement naming the City of Jackson as an additional insured.
- No provision of this agreement shall constitute a waiver of the City of Jackson’s right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.
- All coverage shall be on an “occurrence” basis and not “claims made.”

RELEASE AND INDEMNIFICATION: To the fullest extent permitted by law, Vendor agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys’ fees, court costs, or alternative dispute resolution costs arising out of, or related to the use of City’s facilities, buildings, equipment or infrastructure under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Vendor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Vendor or anyone for whose acts the Vendor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

BID SHEET: Vendor must prepare and submit a completed Bid Sheet. By signing, the Vendor acknowledges the agreement with the general specifications, conditions, and contract requirements.

QUALIFICATIONS: The Vendor shall be experienced in the installation and configuration of Windows server hardware for a network environment of approximately 30-35 workstations. The Vendor shall provide a business operations overview (two pages maximum) of both qualifications and staffing, including after-hours support availability. In addition, a Certificate of Insurance will be required from the successful bidder.

CHOICE OF LAWS AND VENUE: This Contract shall be governed by the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

WARRANTY: Vendor will issue a minimum of one-year labor and material warranty for workmanship. If there is a failure, the Contractor will provide free labor and material to correct these problem(s).

ENTIRE AGREEMENT: This Contract contains the entire agreement between the parties and supersedes all prior or contemporaneous written or oral communications. This Contract may be changed or terminated only by an instrument in writing signed by the party against whom enforcement of such change or termination is sought. No breach of any agreement, warranty, or representation shall be deemed waived unless expressly waived in writing by the party who asserts such breach.

SUCCESSORS AND ASSIGNS: The terms, covenants, and conditions of this Contract shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the respective parties to this Contract.

MISCELLANEOUS: All questions and comments concerning this RFP should be addressed to Joan Evans, Information Technology Director by phone at (573) 243-3568 x2017 or by email to jevans@jacksonmo.org.

All sealed responses/bids must be received by Monday, October 16, 2023, at 2:00 p.m., CDT. Information received after that date and time will not be considered. Interested parties must submit two (2) hard copies of their response package to: Liza Walker, City Clerk, 101 Court St., Jackson, Missouri 63755. Package must be clearly marked as “Network Server and Related Service; Attn: City Clerk”.



MEMO

To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Thursday, November 02, 2023
Re: Replacement of Restroom No. 1, Union Street Change Order 2

The project contractor, Nip Kelley Equipment, is proposing to replace the specified asphalt paving for the parking area and associated walkways with concrete due to the availability of asphalt materials. The contractor has agreed to make this material change at no cost to the City. The resulting change should result in better drainage and a longer lifespan. City staff recommends the approval of the change order.



City of Jackson

CHANGE ORDER

Nip Kelley Equipment

2

Name of Contractor

Change Order No.

41 N. Sprigg St.

Cape Girardeau, MO 63701

Contractor Address

City/State/Zip

Replacement of Restroom No. 1, Union Street

11/1/2023

Project Name

Date

Description: See Attachments

The contractor is proposing to replace the specified asphalt paving for the parking area and associated walkways with concrete due to the availability of asphalt. The contractor has agreed to make this change at no cost to the City. The change in material will result in better drainage and a longer lifespan.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 332,477.00	Original Contract End Date: September 11, 2023
Previous Change Orders: \$ 0.00	Net Change from Previous Change Orders: 0
Contract Price prior to this Change Order: \$ 332,477.00	Contract End Date prior to this Change Order: March 9, 2024
Net Increase (Decrease) of this Change Order: \$ 0.00	Net Increase (Decrease) of this Change Order: 0
Contract Price with all approved Change Orders: \$ 332,477.00	Contract End Date with all approve Change Orders: March 9, 2024

Recommended By:


Jason Lipe, Parks & Recreation Director

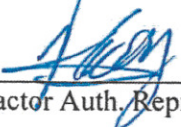
11/1/2023
Date

Authorized By:


Mayor, City of Jackson

Date

Accepted By:


Contractor Auth. Representative

11-01-2023
Date



MEMO

To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Thursday, November 02, 2023
Re: Memorandum of Understanding with Memorial VFW Post 10495

Due to the renovation of the Brookside Park restroom, it has become necessary to find a new location for the storage of the American flags that are displayed around the Veterans Memorial Wall at Brookside Park. The VFW has purchased a metal storage building in order to store the flags, and is requesting to place the storage building behind the memorial wall in Brookside Park. The storage building is consistent with other storage buildings in the city parks, and the Park Board is agreeable to the terms of the MOU.

BILL NO. 23-__

ORDINANCE NO. 23-__

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 JACKSON MEMORIAL VFW POST NO. 10495, RELATIVE TO THE PLACEMENT OF A STORAGE SHED IN BROOKSIDE PARK; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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 agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the **Jackson Memorial VFW Post No. 10495**. 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 agreement.

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

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: November 6, 2023.

SECOND READING: November 6, 2023.

PASSED AND APPROVED this 6th day of November, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

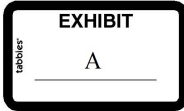
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor Pro Tem

ATTEST:

City Clerk



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2023, by and between ***CITY OF JACKSON, MISSOURI, a Municipal Corporation***, hereinafter referred to as “City,” and ***JACKSON MEMORIAL VFW POST NO. 10495, a Missouri Nonprofit Corporation***, hereinafter referred to as “VFW,” **WITNESSETH:**

WHEREAS, City operates Brookside Park in which a number of special events and occasions are held throughout the year; and

WHEREAS, VFW is responsible for displaying at Brookside Park, United States American Flags (“Flags”) for many of those special events and occasions; and

WHEREAS, City recognizes that VFW’s display of Flags is a good and positive activity for City and its citizens; and

WHEREAS, VFW is in need of space within Brookside Park to store Flags it displays for special events and occasions; and

WHEREAS, City desires to support VFW in its display of Flags.

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 acknowledge, it is mutually covenanted and agreed as follows:

1. City hereby grants to VFW the right to use a portion of Brookside Park on a non-exclusive basis for the purpose of placement of a metal shed to store Flags the VFW displays.
2. The parties agree that the shed will be gray with red roof and trim constructed of metal with a size of twelve (12) feet by twenty-four (24) feet as shown on Exhibit A attached hereto and made a part hereof.

3. The parties agree that the location of the metal shed will be as generally shown on Exhibit B attached hereto and made a part hereof.

4. VFW agrees that it will provide sufficient notice of the delivery and placement of the metal shed to Jason Lipe, Director of City Parks and Recreation, so that he can be present for the delivery and confirm placement of the metal shed.

5. VFW agrees to restore the surface of the ground which is disturbed or damaged as a result of the delivery and placement of the shed.

6. In return for City's grant of use of a portion of Brookside Park for the above described purpose, VFW agrees to indemnify, defend and hold harmless City, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the VFW's use of Brookside Park for storage of Flags involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of the VFW, its officers, agents, and volunteers, or anyone directly or indirectly employed or hired by the VFW or anyone for whose acts the VFW may be liable.

7. Either party may terminate this agreement upon written notice to the other. Upon termination of this agreement, VFW will remove the metal shed from Brookside Park within thirty (30) days.

8. No provision of this agreement shall require City to repair or otherwise maintain the metal shed. The City shall not be responsible for vandalism, damage or theft of the metal shed or Flags.

9. VFW agrees to provide City with a Certificate of Insurance that will remain current during the term of this agreement verifying coverage for commercial general liability insurance with a minimum limit of \$1,000,000.00 for each occurrence and \$2,000,000.00 general aggregate written on an occurrence basis; and City listed as a named additional insured.

10. No provision of this agreement shall constitute a waiver of City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.

11. All exhibits attached to the Contract are incorporated herein as if fully set forth.

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

13. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

14. 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.

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

16. 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.

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

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

CITY:


CITY OF JACKSON, MISSOURI

By: _____
Dwain Hahs, Mayor

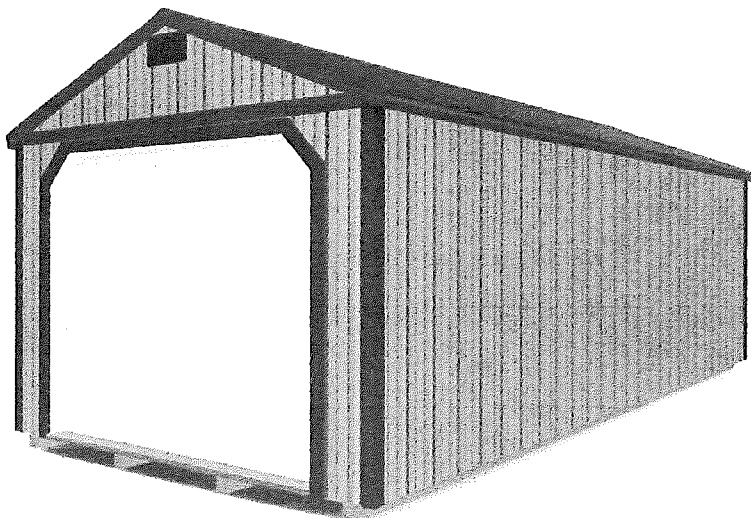
ATTEST:

Liza Walker, City Clerk

JACKSON MEMORIAL VFW
POST NO. 10495

By: 

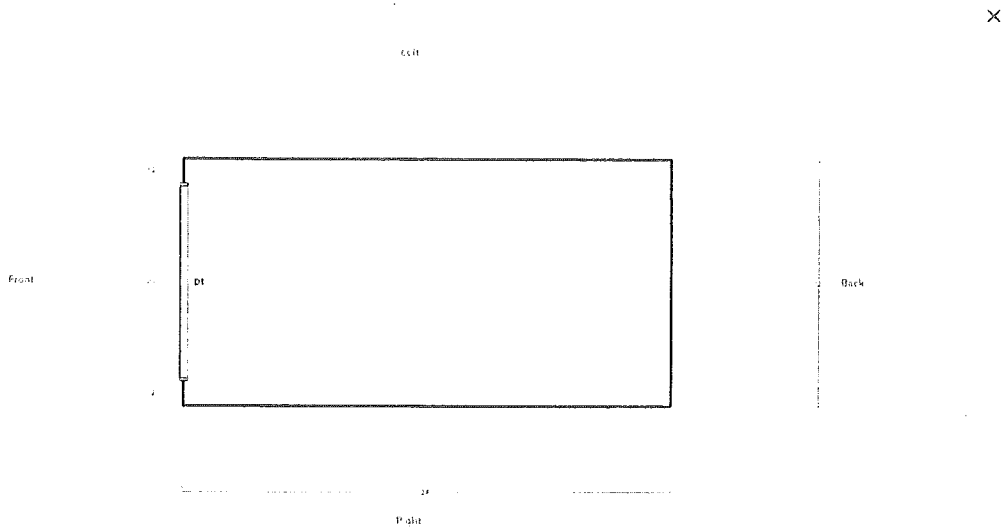
Larry Koehler, President



SEE US
PRO

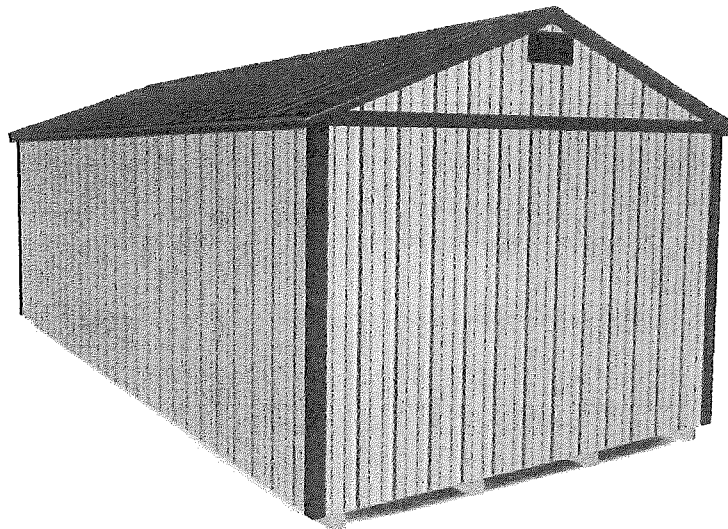
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Your interest is greatly appreciated! To set up an appointment, kindly get in touch with us at your earliest convenience.



Garage 12x24

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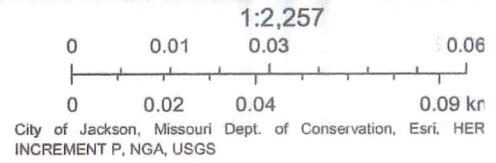
Your interest is greatly appreciated! To set up an appointment, kindly get in touch with us at your earliest convenience.

City of Jackson



9/21/2023, 9:57:17 AM

- Parcel
- City Limit
- 911 Address
- Street Names
- 2021 Aerial Imagery
- Red: Band_1
- Green: Band_2
- Blue: Band_3



BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ADDENDUM TO A MEMORANDUM OF UNDERSTANDING DATED SEPTEMBER 8, 2021 WITH 1525 KIMBELAND DRIVE TRUST DATED OCTOBER 14, 2021, RELATIVE TO THE KIMBELAND LIFT STATION IMPROVEMENT 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 an addendum to the memorandum of understanding marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to enter into said addendum to the 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 addendum to the memorandum of understanding marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **1525 Kimbeland Drive Trust Dated October 14, 2021**. 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 addendum to the memorandum of understanding.

Section 2. That the Mayor is hereby authorized and directed to execute said addendum to the 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 addendum to the 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: November 6, 2023.

SECOND READING: November 6, 2023.

PASSED AND APPROVED this 6th day of November, 2023, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

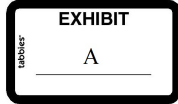
CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
DATED SEPTEMBER 8, 2021**

THIS ADDENDUM to the Memorandum of Understanding dated September 8, 2021, effective as of the date on which the parties hereto execute this Addendum, does hereby amend, supplement and modify that original Memorandum of Understanding entered into by and between the **CITY OF JACKSON, MISSOURI, a municipal corporation**, hereinafter referred to as **“City”** and **PATRICIA LOUISE MATTHEWS**, hereafter referred to as **“Former Property Owner,”** f/k/a **“Property Owner”** of which **THE 1525 KIMBELAND DRIVE TRUST DATED OCTOBER 14, 2021**, hereinafter referred to as **“Current Property Owner,”** is a lawful successor and assign of the Former Property Owner, **WITNESSETH:**

WHEREAS, the Former Property Owner was the owner of real estate located in Jackson, Missouri, commonly known as 1525 Kimbeland Drive, more particularly described as follows:

Lot 15 of Country Club Place in Section 18, Township 31 North, Range 13 East of the Fifth Principal Meridian in the City of Jackson, Cape Girardeau County, Missouri.

and

WHEREAS, the City and the Former Property Owner entered into a Memorandum of Understanding dated September 8, 2021 which required, among other things, the City’s removal of a gravel access road and lift station and the Former Property Owner’s execution of a Utility Easement Deed of Dedication. A copy of the Memorandum of Understanding entered into between the City and Former Property Owner is attached hereto and made a part hereof as Exhibit A, and

WHEREAS, the Former Property Owner executed a Deed of Dedication of Utility Easement which is attached hereto and made a part hereof as Exhibit B, and

WHEREAS, the Former Property Owner did sell the real estate located in Jackson, Missouri, commonly known as 1525 Kimbeland Drive, and more particularly described as above, to the Current Property Owner, and

WHEREAS, the Current Property Owner desires to amend, supplement and modify a portion of the original Memorandum of Understanding as it relates to the removal of the access road leading to the lift station.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledge by the parties, it is agreed that the original Memorandum of Understanding dated September 8, 2021 is hereby amended, supplemented and modified, as follows:

1. The City shall remove only that portion of the gravel access road from the Current Property Owner’s real estate as has been staked and as shown in the photograph and map attached hereto and made a part hereof as Exhibit C.
2. As to that portion of the gravel access road that is removed, the City will remove the stone edging along that road and stockpile it on the Current Property Owner’s land.
3. As to that portion of the gravel access road that remains, the parties agree that the City will not remove the stone edging along that road.
4. The City agrees that it will use only its utility easements to access its utilities located on the Current Property Owner’s land. That portion of paragraph two (2) of the original Memorandum of Understanding requiring the City to obtain the Current Property Owner’s express permission for the City to access its utility easements is void.
5. In return for the reduction to the amount of access road the City is required to remove, the City agrees to pay and the Current Property Owner agrees to accept the sum of Six

Thousand One Hundred and Ten Dollars (\$6,110.00) with said amount to be paid by the City to the Current Property Owner within thirty (30) days from the date of this Addendum.

6. All other provisions of the original Memorandum of Understanding dated September 8, 2021 that are not amended, supplemented or modified herein, shall remain in full force and effect.

7. The City and the Current Property Owner acknowledge that they have read and agreed to the terms and conditions of this Addendum, and it is understood that this Addendum will become legally binding upon signing.

DATE: _____

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

DATE: _____

The 1525 Kimbeland Drive Trust dated October 14, 2021

Thomas M. Knott, Trustee

Sue E. Ulrich, Trustee

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 8th day of September, 2021, by and between **CITY OF JACKSON, MISSOURI, a municipal corporation**, hereinafter referred to as “**City**,” and **PATRICIA LOUISE MATTHEWS, formerly known as Patricia L. Smith**, hereinafter referred to as “**Property Owner**,” **WITNESSETH:**

WHEREAS, Patricia Louise Matthews is the owner of real estate located in Jackson, Missouri, commonly known as 1525 Kimbeland Drive, more particularly described as follows:

Lot 15 of Country Club Place in Section 18, Township 31 North, Range 13 East of the Fifth Principal Meridian in the City of Jackson, Cape Girardeau County, Missouri.

and

WHEREAS, the City desires to complete the project known as the Kimbeland Lift Station Improvement Project, hereinafter referred to as the “**Project**,” which includes the removal of a lift station and access road leading to the lift station, both of which are located on Property Owner’s real estate, all in accordance with the engineering plans on file in the office of the City Engineer for the City (hereinafter referred to as the “**Project Plans**.”)

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

1. EXECUTION OF UTILITY EASEMENT DEED OF DEDICATION.

Concurrently with the execution of this Memorandum of Understanding, the Property Owner hereby executes the Utility Easement Deed of Dedication granting a permanent utility easement and

C. Removal of Stone Edging Along Driveway. On the east side of Property Owner's real estate there is a driveway and access road with stone edging along the eastern-most side. This stone edging is to be removed and stockpiled on Property Owner's real estate.

D. Shade Garden on West Side. On the west side of Property Owner's real estate there is a shade garden, complete with a walking path, water fountain, in-ground lighting, and a variety of shade plants. This part of Property Owner's real estate is not within the Temporary Construction Easement and should not be entered into or disturbed at any time or under any circumstances during the Project. Any and all contractors hired by the City must access the Project area only through the Temporary Construction Easement.

E. Grading, Addition of Top Soil and Type of Sod. The Project Plans call for the removal of all gravel in the areas where the lift station and access road to the lift station are located. After the gravel is removed, these areas are to be scarified, then graded so that they will drain towards the creek. Topsoil shall be added to bring the grade level even with the adjacent surfaces and sod shall be laid in all areas where the grass has been disturbed. Shade fescue sod shall be laid in the shady areas of the yard and Bermuda sod shall be laid in the sunny areas of the yard, to match the existing grasses in Property Owner's yard.

F. Bricked Mailbox Near Entrance and Trees Along Driveway. On the north side of Property Owner's real estate, near the entry to the driveway, there is a bricked mailbox and a large tree located within the City Street right-of-way that should not be disturbed during the Project. Additionally, there are three (3) crepe myrtle trees lining the driveway area in the back yard that should not be dug up or disturbed during the Project.

3. **REMOVAL OF LIFT STATION.** There has existed a lift station on the easement set out in the original Country Club Place subdivision plat. The City shall remove the lift station

from the Property Owner's real estate in accordance with the Project Plans and shall no longer use the Property Owner's real estate to maintain a lift station. All other city utilities existing at the time of this Memorandum of Understanding shall be allowed to remain where located unless moved by the City at its absolute discretion to a different easement location.

4. **DRIVEWAY REPAIR.** Property Owner has made a claim against the City for compensation due to trespass/inverse condemnation arising out of the City's use of, and damage to, Property Owner's driveway as a means of access to the lift station without the benefit of an easement, hereinafter referred to as Property Owner's "**Driveway Claim.**" The City disputes Property Owner's Driveway Claim and denies any liability whatsoever for the same. In order to avoid the cost and delay associated with litigation, the parties have agreed to settle and compromise the Driveway Claim. The Property Owner has obtained a construction estimate for the reconstruction of the Property Owner's driveway. The Property Owner has chosen the contractor and design for the driveway and the Property Owner is solely responsible for the reconstruction of the driveway and all appurtenances thereto. The City shall pay to Property Owner, and Property Owner shall accept from the City, the sum of [REDACTED] for the reconstruction of the driveway in full settlement of the Driveway Claim. Upon execution of this Memorandum of Understanding and upon receipt of payment of the said [REDACTED], Property Owner forever releases and discharges the City and its agents, servants, employees and assigns from any and all claims and demands which Property Owner now has or may hereafter have on account of or arising out of the Driveway Claim.

5. **CASH SETTLEMENT DAMAGES.** Property Owner has made a claim against the City for compensation due to trespass/inverse condemnation arising out of the City's use of Property Owner's real estate lying outside of any easement, and for damages and expenses incurred as a result thereof, hereinafter referred to as Property Owner's "**Compensation Claim.**" The City

disputes Property Owner's Compensation Claim and denies any liability whatsoever for the same. In order to avoid the cost and delay associated with litigation, the parties have agreed to settle and compromise the Compensation Claim. The City shall pay to Property Owner, and Property Owner shall accept from the City, the sum of [REDACTED] in full settlement of the Compensation Claim. Upon execution of this Memorandum of Understanding and upon receipt of payment of the said [REDACTED], Property Owner forever releases and discharges the City and its agents, servants, employees and assigns from any and all claims and demands which Property Owner now has or may hereafter have on account of or arising out of the Compensation Claim.

6. **SUCCESSOR OWNERS.** The Property Owner will make all potential buyers or future owners of her real estate aware of the terms and conditions contained herein (except that the dollar amounts paid to Property Owner may be kept confidential) and the agreements contained herein shall run with the real estate and shall bind future owners.

7. **ENTIRE AGREEMENT.** This Memorandum of Understanding contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon any party or waive or release any party from any default or the performance or fulfillment of any obligation or liability or operate as against any 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 any party to exercise any rights or remedies shall not release the other parties from their obligations hereunder.

8. **ALL OTHER AGREEMENTS SUPERSEDED.** Unless and until this Memorandum of Understanding is modified in writing by the parties, this Memorandum of Understanding shall supersede and take precedence over all other agreements or documents entered into by them, either mutually or separately.

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

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

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

12. **CAPTIONS.** Any captions used in the Memorandum of Understanding are for convenience only and shall not be deemed to amplify, modify, or limit the provisions hereof.

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

14. **RIGHTS AND REMEDIES.** The rights and remedies provided by this Memorandum of Understanding are cumulative and the use of any one right or remedy by any 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 hereto have hereunto set their hands and seals the day and year first above written.



CITY:

CITY OF JACKSON, MISSOURI

By: Dave Rumingus MPT
Dwain Hahs, Mayor

ATTEST:

Liza Walker
Liza Walker, City Clerk

PROPERTY OWNER:

Patricia Louise Matthews
Formerly known as Patricia L. Smith

EXHIBIT A

TITLE OF DOCUMENT:	UTILITY EASEMENT DEED
DATE OF DOCUMENT:	August 30, 2021
GRANTOR:	PATRICIA LOUISE MATTHEWS, Formerly known as PATRICIA L. SMITH
GRANTORS MAILING ADDRESS:	1525 KIMBELAND DRIVE JACKSON, MISSOURI 63755
GRANTORS DEED RECORDING:	DOCUMENT NO. 2009-13265
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	1525 KIMBELAND DRIVE JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 1 & 2 OF DEED

DEED OF DEDICATION
UTILITY EASEMENT

THIS DEED, made and entered into this 30th day of August, 2021, by and between **PATRICIA LOUISE MATTHEWS**, formerly known as **PATRICIA L. SMITH**, a single person, of the County of Cape Girardeau, State of Missouri, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents **GRANT** unto the said Grantee, **EASEMENTS** for the following purposes:

1. To construct, maintain, repair, replace, and operate general utilities and all city services of whatsoever kind, as well as appurtenances necessary for the operation thereof, across, under, in, and through the following described real estate situated in the County of Cape Girardeau and State of Missouri, to-wit:

PERMANENT UTILITY EASEMENT:

Part of Lot 15 of Country Club Place in Section 18, Township 31 North, Range 13 East of the Fifth Principal Meridian in the City of Jackson, Cape Girardeau County, Missouri, more particularly described as follows:

Commence at the Northwest corner of Lot 15 of Country Club Place; thence South 81 degrees 48 minutes 25 seconds East 130.16 feet to the West line of Kimbeland Drive; thence along said West line along a non-tangent curve to the left having a radius of 52.00 feet, chord bearing South 21 degrees 55 minutes 43 seconds East 52.19 feet for an arc length of 54.67 feet to the point of beginning; thence continue along said West line along a non-tangent curve to the left having a radius of 52.00 feet, chord bearing South 60 degrees 26 minutes 11 seconds East 15.17 feet for an arc length of 15.22 feet; thence leaving said West line, South 21 degrees 01 minutes 35 seconds West 144.34 feet; thence South 80 degrees 04 minutes 35 seconds West 87.15 feet; thence North 68 degrees 21 minutes 20 seconds East 95.21 feet; thence North 18 degrees 50 minutes 35 seconds East 60.20 feet; thence North 14 degrees 12 minutes 59 seconds East 67.20 feet to the point of beginning.

The herein described area contains 1,956 square feet, more or less, and is subject to all easements, rights of way, restrictions, and licenses affecting the same, either written or implied.

2. To remove a lift station and lift station access road and appurtenances related thereto over, upon, across, under, in, and through the following described real estate situated in the County of Cape Girardeau and State of Missouri, to-wit:

TEMPORARY CONSTRUCTION EASEMENT:

Part of Lot 15 of Country Club Place in Section 18, Township 31 North, Range 13 East of the Fifth Principal Meridian in the City of Jackson, Cape Girardeau

County, Missouri, more particularly described as follows:

Commence at the Northwest corner of Lot 15 of Country Club Place; thence South 81 degrees 48 minutes 25 seconds East 130.16 feet to the West line of Kimbeland Drive; thence along said West line along a non-tangent curve to the left having a radius of 52.00 feet, chord bearing South 21 degrees 55 minutes 43 seconds East 52.19 feet for an arc length of 54.67 feet to the point of beginning; thence leaving said West line, South 20 degrees 39 minutes 46 seconds West 25.14 feet; thence North 72 degrees 47 minutes 02 seconds West 18.54 feet; thence South 15 degrees 41 minutes 11 seconds West 36.07 feet; thence South 70 degrees 00 minutes 00 seconds East 15.38 feet; thence South 20 degrees 39 minutes 46 seconds West 53.44 feet; thence South 67 degrees 27 minutes 41 seconds West 72.13 feet; thence South 77 degrees 28 minutes 58 seconds West 31.75 feet; thence North 86 degrees 02 minutes 31 seconds West 9.89 feet; thence South 07 degrees 46 minutes 52 seconds West 20.18 feet; thence North 80 degrees 04 minutes 35 seconds East 114.07 feet; thence North 21 degrees 01 minutes 35 seconds East 144.34 feet to the West line of Kimbeland Drive; thence along said West line with a non-tangent curve to the right having a radius of 52.00 feet, chord bearing North 60 degrees 26 minutes 11 seconds West 15.17 feet for an arc length of 15.22 feet to the point of beginning.

The herein described area contains 5,074 square feet, more or less, and is subject to all easements, rights of way, restrictions, and licenses affecting the same, either written or implied.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON THE EARLIER OF COMPLETION OF CONSTRUCTION OR TWO YEARS AFTER THE DATE HEREOF.

TO HAVE AND TO HOLD the said **EASEMENT**, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors and assigns forever.

IN CONSIDERATION OF THE FOREGOING, the parties mutually agree as follows:

1. Grantee agrees that the use hereby granted for the Permanent Utility Easement shall be limited exclusively to underground utility facilities and uses incidental thereto.
2. Grantee agrees that it will indemnify and hold Grantor harmless from all claims and actions at law and in equity which may arise out of, or as a consequence of negligence of Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing and utilizing the easements granted hereunder.
3. Grantor hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Grantee of the rights granted hereunder; provided, however, that Grantor shall not obstruct, or permit to be obstructed, the area located within the Temporary Construction Easement at any time during construction without the express prior written consent of Grantee.
4. Grantor agrees that Grantee may assign the rights granted to it hereunder to any

assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that Grantor/owner's interest in the easement premises shall be protected to the same extent as hereunder.

5. Grantee agrees to restore the surface of the ground of the easement premises to the same condition in which it was in before the start of construction within the Temporary Construction Easement, or any future maintenance work within the Permanent Utility Easement, as near as practicable. Grantee acknowledges that a concrete driveway is located over the Permanent Utility Easement area and in the event any repairs are needed to the utility lines located underneath the driveway, Grantee shall be responsible for repairing any damage to the driveway necessitated as a result of such repair work.

IN WITNESS WHEREOF, the said Grantor has executed these presents this 30th day of August, 2021.


Patricia Louise Matthews, f/k/a Patricia L. Smith

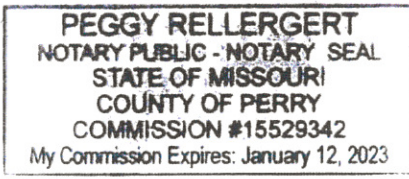
STATE OF MISSOURI)
) ss
COUNTY OF CAPE GIRARDEAU)

On this 30th day of August, 2021, before me, the undersigned notary public, personally appeared Patricia Louise Matthews, formerly known as Patricia L. Smith, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same as her free act and deed. She further declares herself to be single and unmarried.

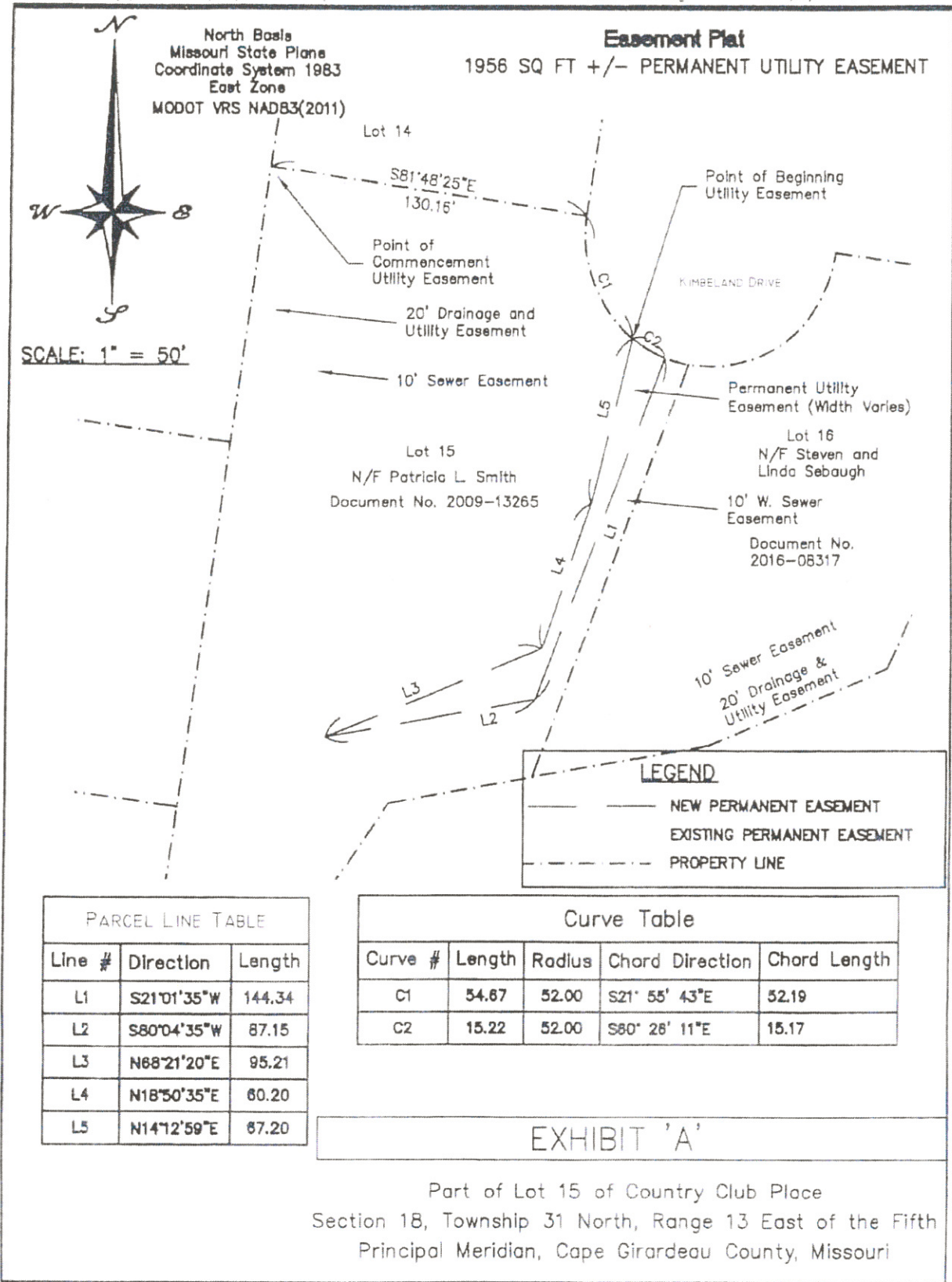
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State the day and year first above written.


Notary Public

My term expires:



DWG: C:\pwproj\bvisintine\ee\dms16981\1721200_EASEMENT EXHIBIT LOT 15_Smith.dwg SAVE DATE: 7/9/2021 12:06:03 PM



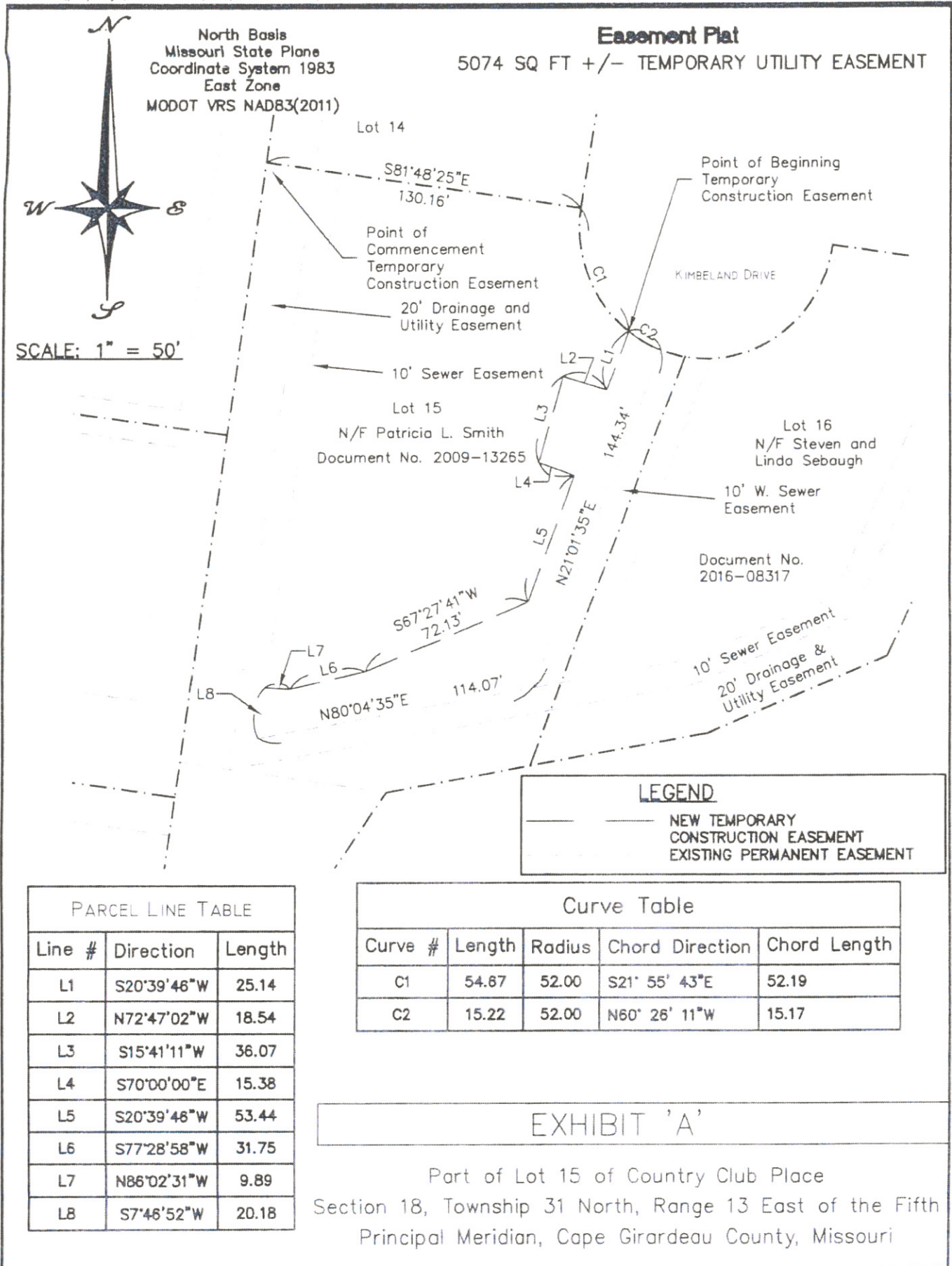


EXHIBIT C – AMENDMENT TO MOU
1525 Kimbeland Drive – Location to End Gravel Drive Removal
(as staked) Photo dated 10/13/2023



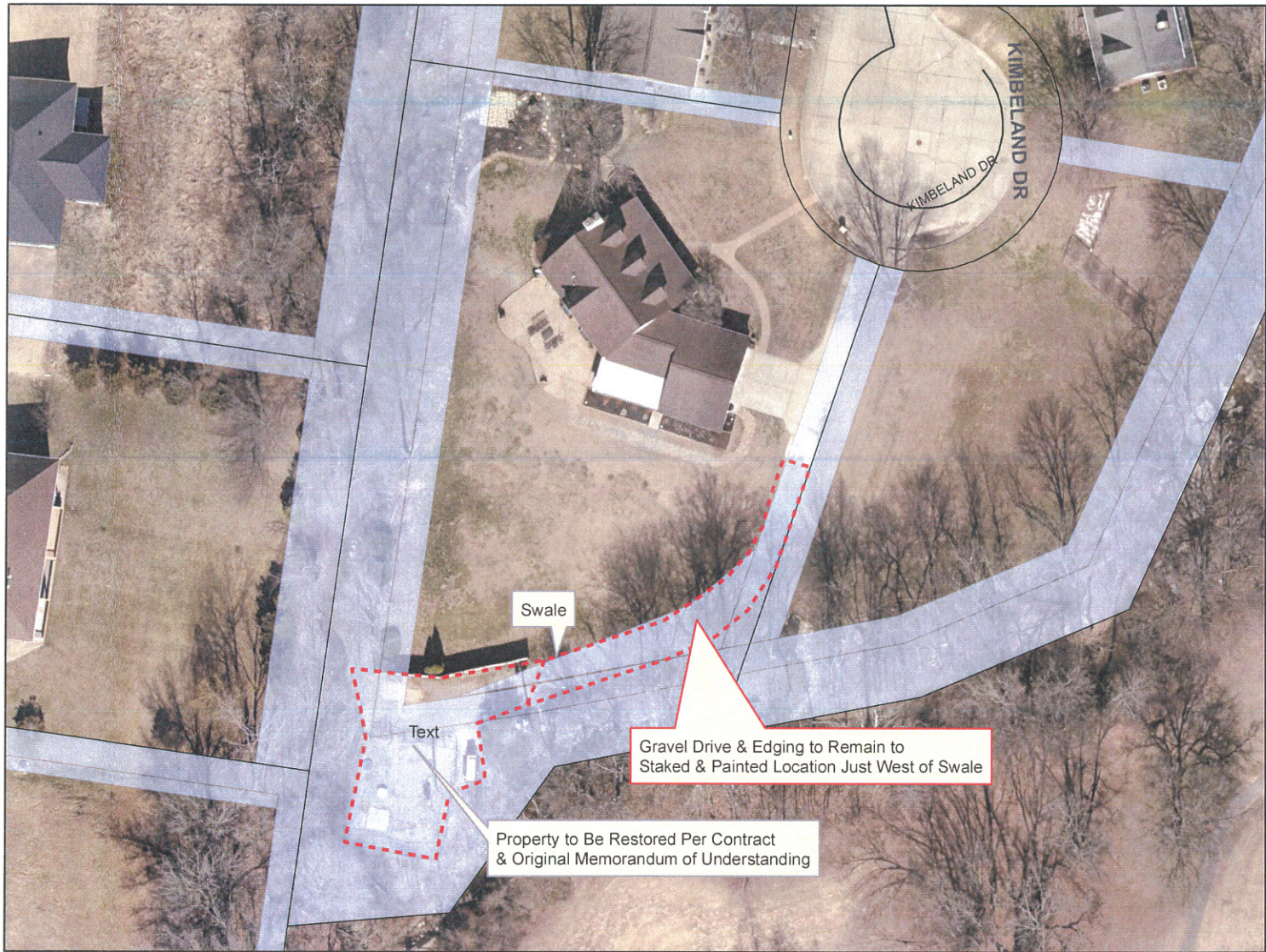


EXHIBIT C - AMENDMENT TO MOU
1525 Kimbeland Drive Gravel Drive Amendment to Contract

10/13/2023 / jls



MEMO

To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Thursday, November 02, 2023
Re: Ordinance Amending Chapter 47 of the Code of Ordinances

During the October 9 Park Board meeting, the Park Board voted to recommend changes to Chapter 47 of the Code of Ordinances to better reflect the current policies and procedures regarding the operations of the Parks and Recreation department.

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AMENDING CHAPTER 47 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO PARKS AND RECREATION; 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 47, Article I, Division 2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 47-50. Curfew in city parks.

- (a) It shall be unlawful:
 - (1) For any person to be physically present in the city parks after the hour of 12:00 a.m. (midnight) and before sunrise; provided, however, that no violation of this section shall occur when special or scheduled events such as ballgames and the like extend past 12:00 a.m. (midnight) or the person or group of persons concerned shall have obtained permission in advance through a special event permit to be physically present in the city parks after 12:00 a.m. (midnight).
 - (2) For any person to be physically present in the area designated as the Skate Park after nightfall and before sunrise.
 - (3) For any person to be physically present in the Jackson Soccer Park or Football Park located on South Farmington Road after nightfall and before sunrise; provided, however, that no violation of this section shall occur when special or scheduled events such as soccer games and the like extend past nightfall or the person or group of persons concerned shall have obtained permission in advance through a special event permit to be physically present in the Jackson Soccer Park or Football Park after nightfall.
- (b) The time between nightfall and sunrise shall be defined as that time during which drivers of motor vehicles are required to use illuminated headlights.

Sec. 47-51. Riding, leading, etc., horses in city parks.

It shall be unlawful for any person to ride, lead or have in their possession any horse any place in the city park, except on the roadways thereof.

Sec. 47-54. Certain vehicles prohibited in city parks.

It shall be unlawful for any person to operate any motor vehicle of a size of one (1) ton or more at any time along and across the roadways and drives located in the city parks.

Sec. 47-56. Same—Trucks or buses.

It shall be unlawful for any person to park or let stand any truck or bus upon any portion of the city park, except on designated parking areas.”

Section 2. That Chapter 47, Article I, Division 3, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 47-100. Generally.

In order to provide funds to help defray the cost of operation, development and maintenance of the Jackson City Parks, the fees set out in this division are adopted for use at all city parks, a fee schedule shall be promulgated by the city administrator or designee, submitted to the park board for their review, and approved by the board of aldermen. Said fee schedule shall be available for public inspection and copy during regular business hours in the office of the city clerk.

Sec. 47-101. Rental fees—Sports fields; procedure.

- (a) Sports fields shall be reserved in advance by users through application with the Parks and Recreation Department in the order of application date and time.
- (b) Fee schedules for all sporting fields in the city parks shall be included in the general park fee schedule and approved as provided herein.
- (c) Sports field; exemptions; procedure. All leagues sanctioned by the park board shall be exempt from the provisions hereof, provided, however, that leagues sanctioned by the park board shall reserve their respective use of the fields with the parks and recreation department.

Sec. 47-102. Food truck authorization fees within the city park system.

- (a) In order to provide for the city's ability to provide a rental space within the city park system for a food truck location and in order for the city to provide all attendant benefits to the food truck within the rental area, the city hereby sets the following rental fee charge and procedure.
- (b) Food truck operators or vendors shall make application on the form supplied by the city clerk for the mobile vendor permit.
- (c) The charge for the vendor rental fee shall be fifteen dollars (\$15.00) per day to be paid at the time of making application for the mobile vendor permit. A one-month permit may be purchased for fifty dollars (\$50.00).
- (d) This permit shall only be charged to food trucks operating within the city park system under section 47-58 of this Code of Ordinances.”

Section 3. That Chapter 47, Article II, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 47-200. Establish.

The mayor and the board of aldermen of the city do hereby direct the city administrator or designee to establish a fund under the authority of section 2-117 [3-307] of the Code of Ordinances of the City of Jackson to be entitled "City of Jackson Public Park Development Foundation."

Sec. 47-202. Use of donations.

The donations to the foundation shall be used only for the aforesaid purpose which includes but is not limited to landscaping, construction or erection of slides, sporting fields, playgrounds, trails, jogging paths, wildlife sanctuary, ponds and other water retention structures, picnic grounds, pavilions, and sanitary facilities.

Sec. 47-203. Separate account for funds.

That the aforesaid foundation shall be established as a restricted account and shall be managed by the city's administrator or designee. Such funds donated shall be held in a single account and shall not be co-mingled with other funds of the city. The city administrator or designee may invest and reinvest monies held in the foundation and any interest accumulated on such fund shall remain therein.”

Sec. 47-205. Acceptance of donations.

Donations to the aforesaid foundation, which may include reservations on use, must be specifically accepted by the board of aldermen. Upon acceptance, any donations or gifts with a restriction on use shall be held in a separate fund within the foundation and expended only in accordance with the restrictions or reservations on its use. For purpose of investment, donations with restrictions or reservations may be co-mingled with other foundation funds.”

Section 4. That Chapter 47, Article III, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 47-220. Rules and regulations.

Prior to April 1 of each year, the park board shall establish any changes to the rules and regulations for the Jackson municipal swimming pool. The rules and regulations thereby established shall remain in full force and effect until modified by the park board or, in the case of an emergency, the city administrator of the city or designee. The rules and regulations established by the park board shall include, but need not be limited to, admission fees, charges for private parties, charges for swim lessons, and such other fees and charges as the park board deems appropriate or necessary. The rules and regulations shall also include, but need not be limited to, the rules and regulations to be imposed upon pool activities, private parties, swim lessons, special events, and such other activities as are allowed at the swimming pool. The rules and regulations shall also establish the dates and hours of operation for the swimming pool. All newly established rules and regulations shall be submitted to the city administrator or designee and kept on file in the office of the city clerk for review by the public.

Sec. 47-221. Emergency rules and regulations.

The city administrator or the city administrator's designee may declare an emergency in the city’s parks, and may modify all rules and regulations temporarily in order to protect life, property, and the public good of the city.

Sec. 47-222. Thunderstorms and inclement weather.

The park director or the park director's designee shall have the power to close the Jackson municipal swimming pool for thunderstorms or inclement weather, or any other situation where danger exists.”

Section 5. That Chapter 47, Article IV, Section 47-254, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 47-254. Appeal process.

(a) For land donations and other donations greater than five thousand dollars (\$5,000.00), the decision of the board of aldermen is final.

(b) For decisions on proposals made by the department, such decisions may be appealed by the applicant in writing and submitted to the city clerk within seven (7) calendar days of the department's decision. The appeal shall consist of the following:

- (1) A brief statement of the action complained of.
- (2) The remedy requested by the applicant and the reasons for supporting it.
- (3) Any other relevant information and facts.

The appeal will be submitted to the city administrator or his designee. A response to the appeal will be considered within thirty (30) days. When practical, the matter may be resolved by telephone, e-mail or office visit.”

Section 6. 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 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.

Section 9. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: November 6, 2023.

SECOND READING: November 6, 2023.

PASSED AND APPROVED this 6th day of November, 2023, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI TO EXECUTE A UTILITY EASEMENT DEED BY AND BETWEEN THE CITY AND THE CITY OF JACKSON, MISSOURI; 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 been presented a Utility Easement Deed marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri deem it advisable to enter into the conveyance of said Utility Easement 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 conveyance of the Utility Easement Deed Marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, Missouri, a municipal corporation and the City of Jackson, Missouri, a municipal corporation. 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 enter into said Utility Easement Deed.

Section 2. That the Mayor of the City of Jackson, Missouri, be and is hereby authorized and directed to execute said conveyance of a Utility Easement Deed for and on behalf of the City of Jackson, Missouri.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby authorized and directed to attest the signature of the Mayor on the attached Utility Easement 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. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: _____.

SECOND READING: _____.

PASSED AND APPROVED this _____ day of _____, 2023, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

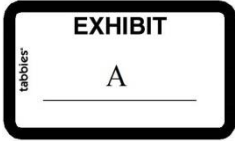
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



UTILITY EASEMENT DEED

THIS DEED, made and entered into this _____ day of _____, 2023, by and between **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

To construct, maintain, repair, replace and operate general utilities and services of whatsoever kind and necessary appurtenances thereto, over, upon, across, under, in and through the following described real estate in the City of Jackson, County of Cape Girardeau, and State of Missouri, to-wit:

THAT PART OF ROYAL DRIVE IN FOREST ACRES SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 38 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 4 OF SAID FOREST ACRES SUBDIVISION, BEING A POINT ON THE WEST RIGHT OF WAY LINE OF SAID ROYAL DRIVE; THENCE NORTH 06°55'00" EAST ALONG SAID WEST RIGHT OF WAY LINE, ALSO BEING THE EAST LINE OF SAID LOT 1, 15.01 FEET; THENCE LEAVING SAID LINE, SOUTH 85°27'48" EAST 12.51 FEET TO A POINT 7.50 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF SAID ROYAL DRIVE; THENCE 7.50 FEET WEST OF AND PARALLEL TO SAID CENTERLINE THE FOLLOWING COURSES, NORTH 06°55'00" EAST 7.74 FEET; THENCE NORTH 35°08'33" WEST 239.99 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SHADY LANE; THENCE SOUTH 85°37'46" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 19.44 FEET TO A POINT 7.50 FEET EAST OF AND PARALLEL WITH SAID CENTERLINE OF SAID ROYAL DRIVE; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, AND RUNNING 7.50 FEET EAST OF AND PARALLEL TO SAID CENTERLINE OF SAID ROYAL DRIVE THE FOLLOWING COURSES, SOUTH 35°08'33" EAST 233.38 FEET; THENCE SOUTH 06°55'00" WEST 27.89 FEET TO A POINT ON THE SOUTH LINE OF SAID FOREST ACRES; THENCE LEAVING SAID LINE, NORTH 85°27'48" WEST ALONG SAID SOUTH LINE OF SAID FOREST ACRES, 27.52 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 4,118 SQUARE FEET, MORE OR LESS.

TO HAVE AND TO HOLD the said **EASEMENT**, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs and assigns forever.

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.

CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

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

On this ____ day of _____, 2023, before me personally appeared Dwain Hahs, to me known to be the person who executed the within document as the Mayor of City of Jackson, Missouri, a Municipal Corporation of the County of Cape Girardeau, Missouri, and is authorized to execute the within document on behalf of City of Jackson, and acknowledged to me that he executed the same as his free act and deed and as the free act and deed of said City of Jackson for the purposes therein stated.

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
State of Missouri
County of Cape Girardeau

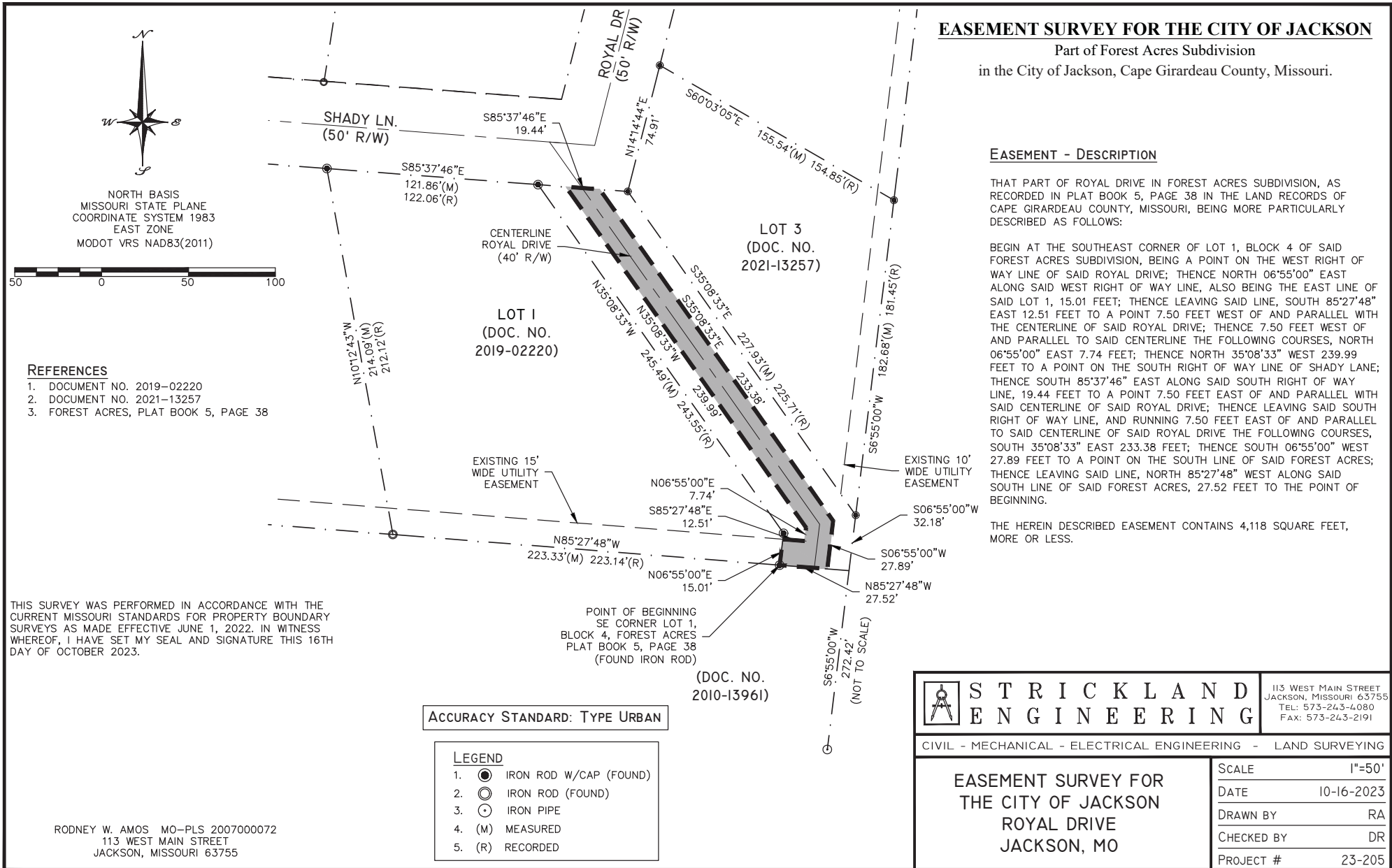
My term expires: _____

Easement - Description

THAT PART OF ROYAL DRIVE IN FOREST ACRES SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 38 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 4 OF SAID FOREST ACRES SUBDIVISION, BEING A POINT ON THE WEST RIGHT OF WAY LINE OF SAID ROYAL DRIVE; THENCE NORTH 06°55'00" EAST ALONG SAID WEST RIGHT OF WAY LINE, ALSO BEING THE EAST LINE OF SAID LOT 1, 15.01 FEET; THENCE LEAVING SAID LINE, SOUTH 85°27'48" EAST 12.51 FEET TO A POINT 7.50 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF SAID ROYAL DRIVE; THENCE 7.50 FEET WEST OF AND PARALLEL TO SAID CENTERLINE THE FOLLOWING COURSES, NORTH 06°55'00" EAST 7.74 FEET; THENCE NORTH 35°08'33" WEST 239.99 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SHADY LANE; THENCE SOUTH 85°37'46" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 19.44 FEET TO A POINT 7.50 FEET EAST OF AND PARALLEL WITH SAID CENTERLINE OF SAID ROYAL DRIVE; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, AND RUNNING 7.50 FEET EAST OF AND PARALLEL TO SAID CENTERLINE OF SAID ROYAL DRIVE THE FOLLOWING COURSES, SOUTH 35°08'33" EAST 233.38 FEET; THENCE SOUTH 06°55'00" WEST 27.89 FEET TO A POINT ON THE SOUTH LINE OF SAID FOREST ACRES; THENCE LEAVING SAID LINE, NORTH 85°27'48" WEST ALONG SAID SOUTH LINE OF SAID FOREST ACRES, 27.52 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 4,118 SQUARE FEET, MORE OR LESS.



BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ATTEST TO THE CITY’S ACCEPTANCE OF CERTAIN PROPERTY DEEDED TO THE CITY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED UTILITY EASEMENT DEED.

WHEREAS, the **City of Jackson, Missouri**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Utility Easement Deed attached hereto.

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, do hereby accept the deed which is attached hereto, subject to all of the terms and conditions therein expressed.

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

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

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

FIRST READING: _____.

SECOND READING: _____.

PASSED AND APPROVED this _____ day of _____, 2023, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE VACATING A CERTAIN PORTION OF ROYAL DRIVE LOCATED IN THE CITY OF JACKSON, MISSOURI; SPECIFICALLY DESCRIBING SAID STREET; TRANSFERRING TITLE OF SAID AREA TO OWNERS OF RECORD; AUTHORIZING TRANSFER OF SAID AREA; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Christopher Kasten, Kelly Kasten, Zeno Walker and Liza Walker, have requested vacation of the following described area in the City of Jackson, Missouri, to-wit:

THAT PART OF ROYAL DRIVE IN FOREST ACRES SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 38 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 4 OF SAID FOREST ACRES SUBDIVISION, BEING A POINT ON THE WEST RIGHT OF WAY LINE OF SAID ROYAL DRIVE; THENCE NORTH 06°55'00" EAST ALONG SAID WEST RIGHT OF WAY LINE, ALSO BEING THE EAST LINE OF SAID LOT 1, 18.46 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 35°08'33" WEST 245.49 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE, AND THE SOUTH RIGHT OF WAY LINE OF SHADY LANE; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 85°37'46" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 51.85 FEET TO THE INTERSECTION OF SAID SOUTH RIGHT OF WAY LINE, AND THE EAST RIGHT OF WAY LINE OF SAID ROYAL DRIVE, ALSO BEING THE SOUTHWEST LINE OF LOT 3, BLOCK 2, OF SAID FOREST ACRES SUBDIVISION; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE, SOUTH 35°08'33" EAST ALONG SAID EAST RIGHT OF WAY LINE, 227.88 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE CONTINUE ALONG SAID EAST RIGHT OF WAY LINE, SOUTH 06°55'00" WEST 32.18 FEET TO A POINT ON THE SOUTH LINE OF SAID FOREST ACRES SUBDIVISION; THENCE LEAVING SAID EAST RIGHT OF WAY LINE, NORTH 85°27'48" WEST ALONG SAID SOUTH LINE OF SAID FOREST ACRES SUBDIVISION, 40.03 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED RIGHT OF WAY ABANDONMENT CONTAINS 10,481 SQUARE FEET, MORE OR LESS.

and,

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, deems it in the best interest of the City of Jackson, Missouri, that said areas be vacated.

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 have determined that the portion of the street right-of-way more particularly described above and known as Royal Drive should be vacated in accordance with the provisions hereof.

Section 2. That the Mayor and Board of Aldermen have determined that the following named individuals and/or entities may be affected by the vacation: Christopher Kasten; Kelly Kasten; Zeno Walker; Liza Walker; Warren Place, LLC; Lewis Tice; Janice Ticer; and Amy Phillips.

Section 3. That the Mayor and Board of Aldermen have determined that no actual damages shall accrue to any individual, firm or corporation as a result of said vacation.

Section 4. That notice has been given to the adjacent property owners indicating the City's intent to vacate a portion of Royal Drive in the City of Jackson, Missouri, as described above.

Section 5. That notice was given that the City of Jackson, Missouri, would consider a request to vacate a portion of Royal Drive in the City of Jackson, Missouri, as described above by publication in the Cash-Book Journal, a weekly newspaper of general circulation in the County of Cape Girardeau, Missouri, on Wednesday, October 18, 2023. That said notice announced a public hearing for 6:00 p.m. on Monday, November 6, 2023.

Section 6. That a public hearing was held as scheduled before the Board of Aldermen on Monday, November 6, 2023, at 6:00 p.m.

Section 7. That with due consideration the Mayor and Board of Aldermen do hereby vacate that portion of the street right-of-way known as Royal Drive and more particularly described above in accordance with the provisions hereof.

Section 8. That the City of Jackson, Missouri, retains the right through its properly granted and accepted Utility Easement Deed to construct, maintain, repair, replace and operate general utilities and services of whatsoever kind and necessary appurtenances thereto, over, upon, across, under, in and through the area vacated.

Section 9. That in accordance with the laws of the State of Missouri, upon vacation of the street set forth herein, title to the land herein vacated shall pass to the abutting property owners.

Section 10. That the City Clerk of the City of Jackson, Missouri, is hereby ordered to record a copy of this ordinance on effective date hereof with the Recorder of Deeds of Cape Girardeau County, Missouri.

Section 11. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: _____.

SECOND READING: _____.

PASSED AND APPROVED this _____ day of _____, 2023, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

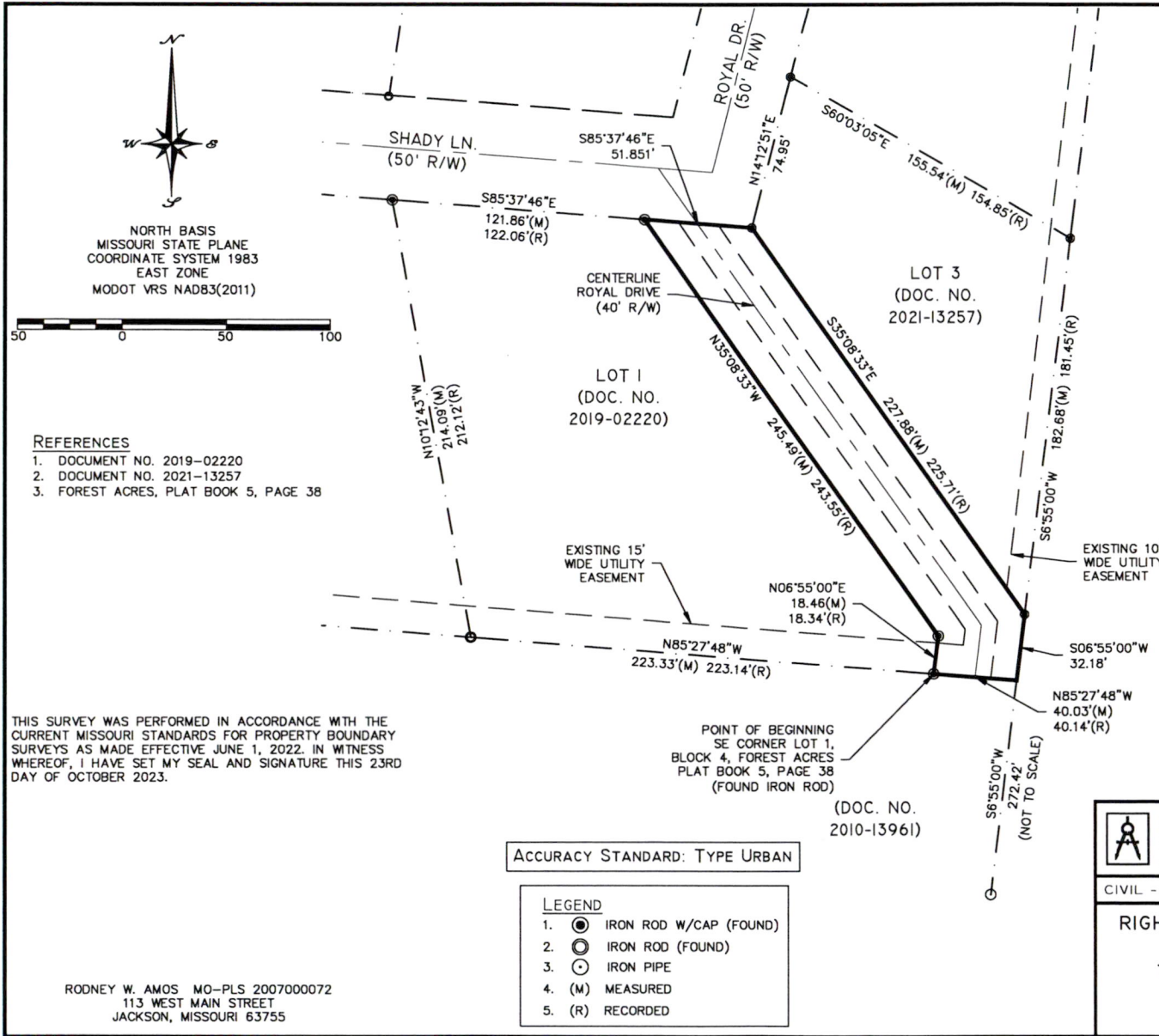
Right Of Way Abandonment - Description (Royal Dr.)

THAT PART OF ROYAL DRIVE IN FOREST ACRES SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 38 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE HEREIN DESCRIBED RIGHT OF WAY ABANDONMENT CONTAINS 10,481 SQUARE FEET, MORE OR LESS.

EXHIBIT
B



RIGHT OF WAY ABANDONMENT SURVEY FOR THE CITY OF JACKSON

Part of Forest Acres Subdivision
in the City of Jackson, Cape Girardeau County, Missouri.

RIGHT OF WAY ABANDONMENT - DESCRIPTION (ROYAL DR.)

THAT PART OF ROYAL DRIVE IN FOREST ACRES SUBDIVISION, AS RECORDED IN PLAT BOOK 5, PAGE 38 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE HEREIN DESCRIBED RIGHT OF WAY ABANDONMENT CONTAINS 10,481 SQUARE FEET, MORE OR LESS.

	STRICKLAND ENGINEERING		113 WEST MAIN STREET JACKSON, MISSOURI 63755 TEL: 573-243-4080 FAX: 573-243-2191
	CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING		
RIGHT OF WAY ABANDONMENT SURVEY FOR THE CITY OF JACKSON ROYAL DRIVE JACKSON, MO		SCALE 1"=50'	DATE 10-23-2023
		DRAWN BY RA	CHECKED BY DR
		PROJECT # 23-205	

RODNEY W. AMOS MO-PLS 2007000072
113 WEST MAIN STREET
JACKSON, MISSOURI 63755

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO ATTACHED OR PAINTED SIGNS; 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 65-2, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to add the following defined term:

“Sec. 65-2. Definitions.

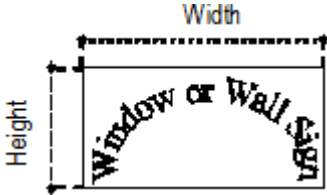
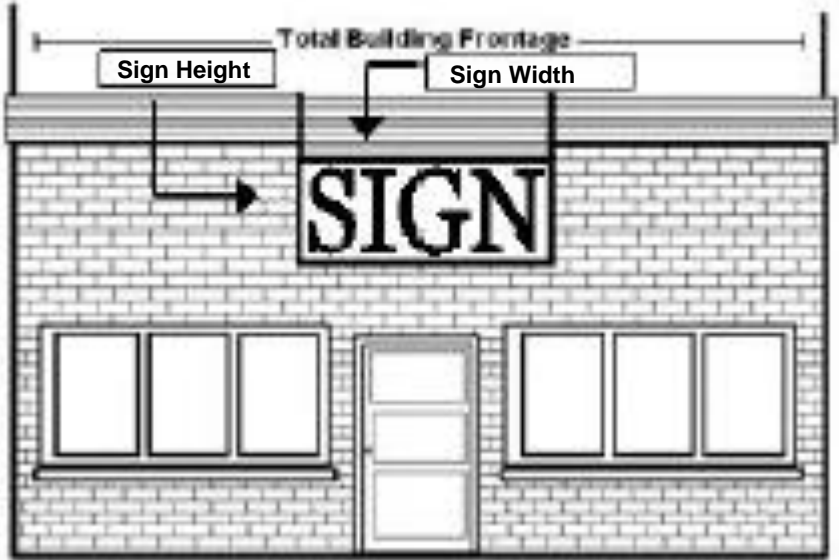
Frontage, Building. The horizontal distance measured along a building wall that is generally parallel, facing, or oriented toward a street.

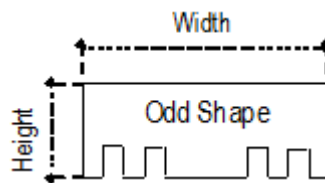
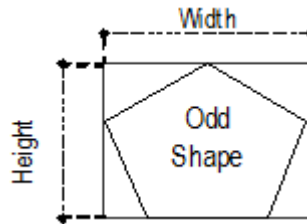
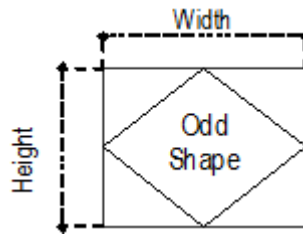
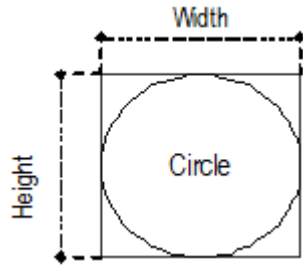
Section 2. That Chapter 65, Article I, Section 65-21, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-21. Sign uses and regulations.

- (2) Attached or painted signs are permitted on any building or structure in any office, commercial, or industrial district. Attached or painted signs shall be subject to all provisions of this section. The maximum size of the signs shall not exceed three (3) square feet per one (1) linear foot of the total building frontage occupied by the applicant. The maximum area may then be divided into any number of signs, each of which may be displayed on any side of the building. Signs shall not project more than twelve (12) inches from the building, if mounted parallel to the wall, or four (4) feet, if mounted perpendicular to the wall, and shall not project above the principal roof of a building; except that a sign may be attached flat against or painted on a parapet wall extending not more than three (3) feet above such roof line. Attached signs in excess of these requirements shall require a special use permit.

a. Area Computation





Section 3. 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 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.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: _____.

SECOND READING: _____.

PASSED AND APPROVED this _____ day of _____, 2023, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



City of Jackson

CITY OF JACKSON, MISSOURI PLANNING & ZONING COMMISSION TEXT AMENDMENT: FINDINGS AND CONCLUSIONS

The Planning & Zoning Commission of Jackson, Missouri, hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on October 11, 2023, at a regular meeting in consideration of the following:

Consider a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to attached or painted signs.

Applicant: City of Jackson
 Filing Date of Application/Fee: August 21, 2023
 Submission Date of Application to Commission: September 13, 2023
 Public Hearing Date: Waived

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

Administrative Staff Findings:	Yes/	No
1. Application provided all necessary information:	<u>X</u>	<u> </u>
2. Generally conforms with City Comprehensive Plan:	<u>X</u>	<u> </u>
3. Generally conforms with Major Street Plan:	<u>X</u>	<u> </u>
Planning & Zoning Commission Findings:	Yes	/No
1. Creates adverse effects on adjacent property:	<u> </u>	<u>X</u>
2. Creates adverse effects on traffic movement or safety:	<u> </u>	<u>X</u>
3. Creates adverse effects on fire safety:	<u> </u>	<u>X</u>
4. Creates adverse effects on public utilities:	<u> </u>	<u>X</u>
5. Creates adverse effects on general health and welfare:	<u> </u>	<u>X</u>

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


The consideration for a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to attached or painted signs was approved.

THE ABOVE APPLICATION IS:

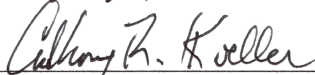
- Approved**
- Disapproved**
- Approved with conditions specified below**

By a roll call of 6 ayes, _____ nays, _____ abstentions and 3 absent this 11 day of October 11, 2023.

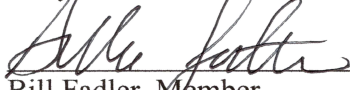
CITY OF JACKSON, MISSOURI



Harry Dryer, Chairman




Tony Koeller, Secretary



Bill Fadler, Member

Beth Emmendorfer, Member



Eric Fraley, Member



Heather Harrison, Member

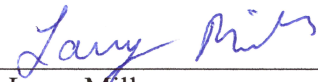


Tina Weber, Member

Angelia Thomas, Member

Michelle Weber, Member

ATTEST:



Larry Miller
Building & Planning Manager

Sec. 65-2. - Definitions.

For the purpose of this chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure"; and the word "shall" is mandatory and not directory.

Floor area. The total number of square feet of floor space within the exterior walls of a building, not including space in the basements, porches, carports, or garages. However, if the basement is used for business or commercial purposes, it shall be counted as floor area in computing off-street parking requirements.

Food truck. A mobile vehicle or trailer, whether attached or not attached to a vehicle, from which prepared food is sold directly to customers.

Frontage, Building. The horizontal distance measured along a building wall that is generally parallel, facing, or oriented toward a street.

Frontage. All the property on one (1) side of a street between two (2) intersecting streets (crossing or terminating), measured along the line of the street, or if the street is dead-ended then all the property abutting on one (1) side between an intersecting street and the dead end of the street, but not including property more than four hundred (400) feet distant on either side of a proposed building or structure.

Garage, commercial or public. A building or structure for the storage or parking of motor-driven vehicles and in which provisions may be made for fueling or normal servicing of such vehicles. The term servicing shall not include an automotive repair shop nor the rebuilding, dismantling, or storage of wrecked or junked vehicles.

Sec. 65-21. - Sign uses and regulations.

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations relating to signs and billboards. The purpose of the sign and billboard regulations is to provide for advertisement of businesses and services in an orderly manner without creating unnecessary sign clutter. In addition to other provisions of this chapter, all signs must also meet all applicable provisions of the city building code and all applicable regulations of the Missouri Department of Transportation.

(2) Attached or painted signs containing not more than fifty (50) square feet in sign face area shall be **are** permitted on any building or structure in any office, commercial, or industrial district. **Attached or painted signs shall be subject to all provisions of this section. The maximum size of the signs shall not exceed three (3) square feet per one (1) linear foot of the total building frontage occupied by the applicant. The maximum area may then be divided into any number of signs, each of which may be displayed on any side of the building.** An attached Signs shall not project more than twelve (12) inches from the building, if mounted parallel to the wall, or four (4) feet, if mounted perpendicular to the wall, and shall not project above the principal roof of a building; except that a sign may be attached flat against or painted on a parapet wall extending not more than three (3) feet above such roof line. Attached signs in excess of these requirements shall require a special use permit.

a. Area Computation

