CITY OF JACKSON



MAYOR & BOARD OF ALDERMEN STUDY SESSION

Monday, September 22, 2025 at 6:30 PM Board Chambers, City Hall, 101 Court St.

AGENDA

DISCUSSION ITEMS

- 1. Report from the Planning & Zoning Commission Meeting of September 10th
- 2. Report from the Park Board Meeting of September 8th
- 3. Memorandum of Understanding with Delta Fire Protection District For Donation of Compressor and Fill Station Equipment
- 4. Options for the East Jackson Boulevard and South Donna Drive Intersection Improvements Project
- 5. Update on Backflow Prevention Device Tests
- 6. City Logo Design Services Review of Proposals Received
- Change Order to BS&A Software to Import Fixed Asset Data in Lieu of Performing a Data Conversion From Gworks Under the Fixed Assets Module
- 8. Addendum to BS&A Software Agreement For Credit Card Machine Integration Under the Financial & Utility Billing Module
- 9. Update on the Hubble Creek Trail Project 2025 MoDOT Transportation Alternatives Program (TAP) Award
- 10. Discussion of previously tabled items (unspecified)
- 11. Additional items (unspecified)

Posted on 9/19/2025 at 4:00 PM.

MEMO



TO: Mayor Hahs and Members of the Board

FROM: Larry Miller, Building & Planning Manager

DATE: September 18, 2025

SUBJECT: Meeting Items – Planning and Zoning

1. Major Street Plan Amendment – East Main Street Connection

Mr. Haynes, a property owner along East Main Street, has submitted a request asking the City to remove a future street connection (shown through his property) from the Major Street Plan (MSP). The planned connection would extend East Main Street north to connect with Ridge Road, as shown on the maps in the packet.

The Planning & Zoning Commission approved this amendment, which will be recorded at the Recorder's Office.

2. Land Exchange – 425 Elm Street and 621 Luetje Street

A request was submitted for a land exchange involving the transfer **of** 0.02 acres from 425 Elm Street to 621 Luetje Street. The Planning & Zoning Commission approved this request, and the applicants may now complete the transfer by deed with the Recorder's Office.

The Board of Aldermen requires no action.

3. Text Amendment – Chapter 65, Zoning Code (Building Height Requirements)

A proposed text amendment to Chapter 65 (Zoning) of the Code of Ordinances has been submitted. It addresses building height requirements in the I-1 (Light Industrial), I-2 (Heavy Industrial), and I-3 (Planned Industrial Park) Districts. The zoning code states that the maximum building height permitted in these districts is 45 feet and not over three stories. Staff proposes revising this section to allow additional height if approved through a special use permit and to align with the standards of the C-2 General Commercial District.

The revised text would read as follows: **Height.** The maximum height of buildings permitted shall be forty-five (45) fifty (50) feet and not over three (3) five (5) stories. Buildings exceeding this limitation shall require a special use permit.



CITY OF JACKSON

PLANNING & ZONING COMMISSION MEETING AGENDA

Wednesday, September 10, 2025 at 6:00 PM City Hall, 101 Court Street, Jackson, Missouri

Regular Members

Bill Fadler Tony Koeller Michelle Weber Tina Weber

Harry Dryer, Chairman

Eric Fraley, Alderman Assigned Mike Seabaugh, Alderman Assigned Steve Stroder, Alderman Assigned Larry Miller, Staff Liaison

Regular Members

Angelia Thomas Heather Harrison Russ Wiley Travis Niswonger

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. Approval of the August 13, 2025, minutes

PUBLIC HEARINGS

2. Public Hearing for removing a section of the Major Street Plan, a portion of N. Donna Drive that connects from E. Main Street to Ridge Road.

OLD BUSINESS

3. Motion for approval to remove a section of the Major Street Plan, a portion of N. Donna Drive that connects from E. Main Street to Ridge Road.

NEW BUSINESS

- 4. Consider a request to approve a Land Exchange Certification for transferring .02 Acres from 425 Elm Street to 621 Luetje Street as submitted by Justin L. and Courtney C. Jordan.
- 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 building height requirements in the I-1 (Light Industrial), I-2 (Heavy Industrial), and I-3 (Planned Industrial Park Districts).

ADJOURNMENT

This agenda was posted at City Hall on September 5, 2025, at 12:00 PM.

JOURNAL OF THE PLANNING & ZONING COMMISSION CITY OF JACKSON, MISSOURI WEDNESDAY, AUGUST 13, 2025, 6:00 P.M. REGULAR MEETING CITY HALL BOARD CHAMBER, 101 COURT STREET, JACKSON, MISSOURI

The Planning and Zoning Commission of the City of Jackson met in regular session in the Board Chamber of City Hall at 6:00 p.m. on Wednesday, August 13, 2025, with the following members present:

- Harry Dryer, Chairman
- Tony Koeller, Secretary
- Bill Fadler
- Russ Wiley
- Heather Harrison
- Tina Weber
- Angelia Thomas

Absent: Travis Niswonger and Michelle Weber

Mayor Dwain Hahs, City Administrator Matt Winters, Building & Planning Manager Larry Miller, Lauren Billings, Gary Seyer, Pam Masterson, Frank Dietiker Jr., Jacob Jansen, David Jansen, Mike Haynes, and Michael Haynes II were also present.

Call to Order

The chairman called the meeting to order at 6:00 p.m. Secretary Tony Koeller called the roll, and a quorum was present.

Approval of Minutes

The minutes of the July meeting were reviewed. A motion was made by Commissioner Tina Weber, seconded by Commissioner Tony Koeller, to approve the minutes as submitted. The motion carried unanimously.

Public Hearings

There were no public hearings scheduled.

New Business

1. Request to amend the Major Street Plan – removal of a section of proposed North Donna Drive.

Larry Miller presented the staff report on Mike Haynes's request to remove a portion of the proposed North Donna Drive north of East Main Street.

- **Applicant remarks:** Mr. Haynes stated that the roadway's inclusion on the plan limited his property's development potential. He requested clarification from the City and asked that the street be removed if it is no longer necessary.
- **Staff recommendation:** Miller recommended eliminating the entire segment from East Main Street to Ridge Road, not just the portion north of East Main.
- Commission questions:
 - Commissioner Dryer asked whether both north and south portions of Donna Drive were included in the request. Staff clarified that only the north portion was included, but removing the entire section to Ridge Road was more practical.
 - Commissioner Fadler asked if there were traffic concerns in the area. Staff and members discussed congestion on Lacey and Bainbridge. Commissioners expressed concern about safety and narrow conditions.
- **Comments from officials:** Mayor Hahs and City Administrator Winters supported the removal, noting it would encourage commercial development and provide flexibility.
- Action: Tony Koeller's motion, seconded by Heather Harrison, was to schedule a public hearing at the September meeting. The motion was carried unanimously by roll call vote: Bill Fadler—Yes; Russ Wiley—Yes; Heather Harrison—Yes; Tina Weber—Yes; Angelia Thomas—Yes; Harry Dryer—Yes; Tony Koeller—Yes.

2. Land Exchange – Dana Drive.

Applicant Frank Dietiker Jr. explained that a small parcel would be transferred to Dana Drive to correct a property boundary and allow an adjacent owner to maintain control of a sliver of land.

- **Commission questions:** The commissioners asked whether the land was being exchanged solely between private parties. The applicant confirmed it was a deed transfer and would not affect other properties.
- Action: Heather Harrison's motion, seconded by Bill Fadler, was to approve the land exchange. Motion carried unanimously by a roll call vote: Bill Fadler—Yes; Russ Wiley—Yes; Heather Harrison—Yes; Tina Weber—Yes; Angelia Thomas—Yes; Harry Dryer—Yes; Tony Koeller—Yes.

3. Minor Subdivision – Blues Highway Center (Mongoose Properties LLC).

The applicant explained that following the land exchange, the property would be subdivided into three lots so that the current tenant could purchase his parcel.

- **Commission questions:** The commissioners asked whether lot sizes met zoning requirements. Staff confirmed that all lots complied with frontage and size standards.
- **Action:** Tony Koeller's motion, seconded by Tina Weber, was to approve the minor subdivision. Motion carried unanimously by a roll call vote: Bill Fadler—Yes; Russ Wiley—Yes; Heather Harrison—Yes; Tina Weber—Yes; Angelia Thomas—Yes; Harry Dryer—Yes; Tony Koeller—Yes.

4. Special Use Permit – Jansco Investments, Inc.

Jacob and David Jansen requested approval to relocate two billboards near East Jackson Boulevard following MoDOT's reconfiguration.

- **Staff report:** Miller explained that the billboards, currently in the county, would be moved into the city limits. Since billboards are restricted to the I-55 corridor, a special use permit was required.
- **Applicant remarks:** Mr. Jansen stated that roadway changes had reduced the visibility of the existing signs and that relocation was necessary for visibility.
- Commission questions:
 - Commissioners asked whether both properties were under Jansco's ownership.
 Jansco owned one property; Ron Clark owned the second.
 - Commissioner Thomas asked whether a permit could be granted contingent upon purchasing the second property. Staff advised this could be done conditionally.
 - o Commissioners discussed the fairness of billboard rules, noting that if existing billboards were destroyed, they could not be replaced without a permit.
- **MoDOT input:** Pam Masterson, present on behalf of MoDOT, confirmed the land had previously been MoDOT right-of-way but was recently sold.
- Action: Tina Weber's motion, seconded by Tony Koeller, to recommend approval of one special use permit for the property Jansco owns, and a contingent permit for the second property pending acquisition. The Commission waived its public hearing requirement. Motion carried unanimously by a roll call vote: Bill Fadler—Yes; Russ Wiley—Yes; Heather Harrison—Yes; Tina Weber—Yes; Angelia Thomas—Yes; Harry Dryer—Yes; Tony Koeller—Yes.

5. Land Exchange - Mohawk Street / Cherokee Street.

Applicant Gary Seyer requested approval of a land exchange for a sliver of undeveloped Mohawk Street to correct a fence line issue.

• **Staff report:** Miller explained that Mohawk Street is a platted but undeveloped "paper street in this location." The exchange would transfer a small portion of Mohawk to the adjacent property owner along Cherokee Street, allowing an existing fence to remain in

- place rather than being relocated. After the exchange, Miller noted that both lots would continue to meet minimum zoning requirements.
- **Applicant remarks:** Mr. Seyer stated the property was purchased by a neighboring resident, who desired to keep the fence in its current location. The exchange would simplify property lines and resolve the issue.
- **Commission questions:** The commissioners asked whether the adjustment would reduce the size of adjacent lots below minimum standards. Staff confirmed that the minimum lot dimensions would still be met.
- Action: Russ Wiley's motion, seconded by Tina Weber, to approve the land exchange. Motion carried unanimously by a roll call vote: Bill Fadler—Yes; Russ Wiley—Yes; Heather Harrison—Yes; Tina Weber—Yes; Angelia Thomas—Yes; Harry Dryer—Yes; Tony Koeller—Yes.

6. Land Exchange - Oakland Drive.

Applicants David and Gloria McSpadden and Unger Family Living Trust requested approval of a small land exchange between 1044 and 1026 Oakland Drive to correct a shed placement.

- **Staff report:** Miller explained that a shed had been placed on the wrong parcel with permission, and the exchange would align property boundaries. Both lots would remain compliant with zoning requirements.
- **Applicant remarks:** The applicants were not present to speak on the request.
- **Commission questions:** Commissioners asked whether either lot would become non-conforming. Staff confirmed both lots remained compliant.
- Action: Tina Weber's motion, seconded by Heather Harrison, to approve the land exchange. Motion carried unanimously by a roll call vote: Bill Fadler—Yes; Russ Wiley—Yes; Heather Harrison—Yes; Tina Weber—Yes; Angelia Thomas—Yes; Harry Dryer—Yes; Tony Koeller—Yes.

7. Text Amendment – Chapter 65, Off-Street Parking.

The City of Jackson requests that parking requirements for medical and dental clinics be amended to require one space per 250 sq. ft. of floor area.

- **Staff report:** Miller noted the change simplified the code and made requirements comparable to those of similar cities.
- Commission questions:
 - o Commissioners asked how the new requirement compared to existing developments. Staff noted the new rule would require 86 spaces at a current clinic, compared to over 200 under the old formula.
 - Commissioners agreed the new approach avoided "double counting" spaces based on the number of doctors and exam rooms.
- **Action:** Tony Koeller's motion, seconded by Heather Harrison, to recommend approval of the text amendment without a public hearing. Motion carried unanimously by a roll

call vote: Bill Fadler—Yes; Russ Wiley—Yes; Heather Harrison—Yes; Tina Weber—Yes; Angelia Thomas—Yes; Harry Dryer—Yes; Tony Koeller—Yes.

Old Business

None.

Adjournment

There being no further business, Commissioner Tony Koeller moved, seconded by Commissioner Bill Fadler, to adjourn. The motion carried, and the meeting was adjourned at approximately 7:00 p.m.

Respectfully submitted,

Lary Miles

Tony Koeller

Planning and Zoning Commission Secretary

Attest:

Larry Miller

Building and Planning Manager

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

MEMO



TO: Chairman Harry Dryer and Members of the Planning &

Zoning Commission

FROM: Larry Miller, Building & Planning Manager

DATE: September 3, 2025

SUBJECT: Major Street Plan

Mr. Haynes, a property owner along East Main Street, has submitted a request asking the City to remove a future street connection (shown through his property) from the Major Street Plan (MSP). The planned connection would extend East Main Street north to connect with Ridge Road, as shown on the maps in your packet.

This request has been reviewed by staff. Based on current conditions and planning priorities, staff have identified the following considerations related to the request:

- The property in question has greater long-term value to the City as a commercially developed site generating sales and property tax, rather than as a future street corridor.
- Observations indicate that the City's current focus in this area is the continued commercial development of Main Street.
- The City does not currently own any right-of-way across Mr. Haynes's property for the proposed connection.
- There are no formal engineering studies, designs, or development timelines for the road.
- Construction of this segment, likely including a bridge over an existing creek, would involve substantial costs.
- No alternate route is proposed; past amendments to the MSP have included relocations rather than removals.

Item 1.

- The 2018 Jackson City-Wide Transportation Plan (prepared by Lochmueller Group) retained Donna Drive as a north/south corridor and did not recommend its removal.
- In 2014, the City paid to oversize North Donna Drive near East Elementary to accommodate the street expansion in the future.
- Donna Drive is planned as a critical link between Jackson Blvd., Main Street,
 Ridge Road, and Greensferry Road—part of the City's overall traffic network.
- With new growth in Savers Farm and rural subdivisions near Greensferry, alternate east-west routes are needed to reduce traffic on narrow, winding roads.
- Corner properties on collector routes are often more valuable for commercial development, not less.
- Amending the MSP sets a precedent and could lead to more requests that weaken the City's street network.

Mr. Haynes' original letter is attached for your review.

The Planning & Zoning Commission is the deciding body on amendments to the Major Street Plan. This request requires a majority vote (5) to pass. City of Jackson Planning & Zoning Commission 101 Court Street Jackson, MO 63755

Dear Members of the Planning & Zoning Commission,

I am writing to formally request the removal of a portion of the proposed North Donna Drive from the City of Jackson Major Street Plan.

Specifically, I am requesting the removal of the section located north of East Main Street extending to the existing North Donna Drive. The inclusion of this proposed roadway in the Major Street Plan significantly limits the future development potential of property that I currently own in this area.

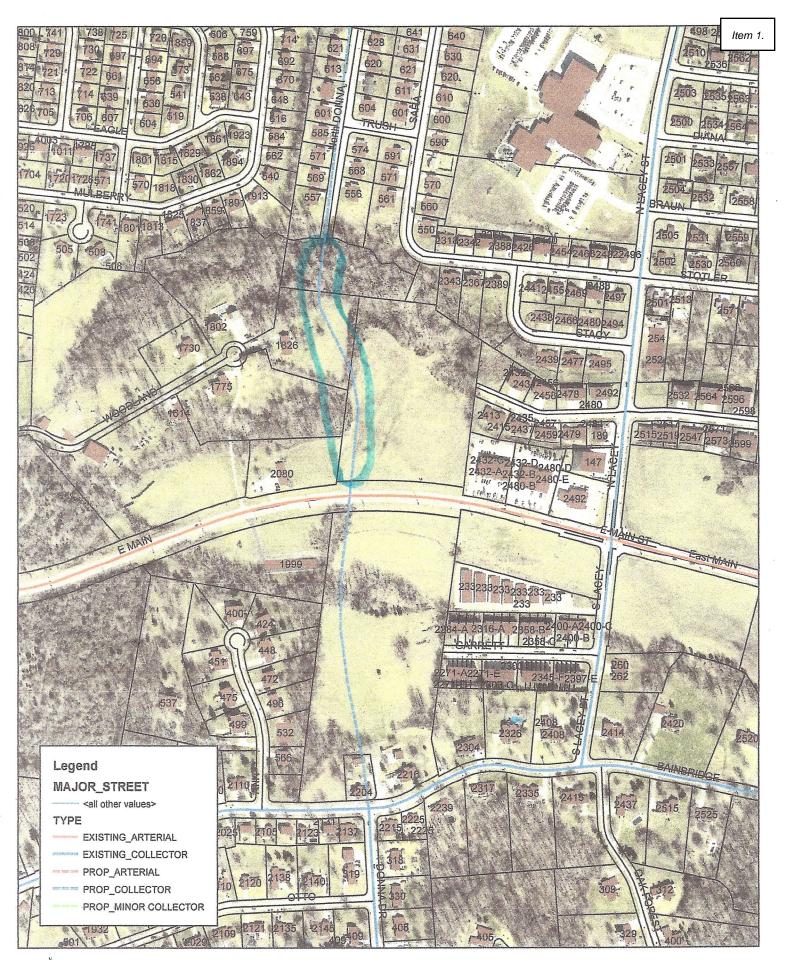
I simply want to gain clarity from the City of Jackson regarding this proposed street's future and remove it from the City of Jackson Major Street Plan if the proposed street is deemed no longer necessary.

I respectfully ask the Commission to consider this request and evaluate the impact that the proposed roadway may have on private property development and land use flexibility.

Thank you for your time and consideration. Please feel free to contact me if further information or discussion is needed.

Sincerely,

Michael Haynes









Staff Report

ACTION ITEM: Consider a request to approve a Land Exchange Certification for transferring .02 Acres from 425 Elm Street to 621 Luetje Street as submitted by Justin L. and Courtney C. Jordan.

APPLICANT STATUS: Justin and Courtney Jordan own 425 Elm St, and Zach and Emily Sternberg own 621 Luetje St.

PURPOSE: Land Exchange Certification

SIZE: .02 Acres

PRESENT USES: R-2 Single-Family Residential

PROPOSED USE: R-2 Single-Family Residential

ZONING: R-2 Single-Family Residential

SURROUNDING LAND USE: North, South, East, West - R-2 Single-Family Residential

TRANSPORTATION AND PARKING: N/A

APPLICABLE REGULATIONS: Land Subdivision Regulations (Chapter 57)

2024 COMPREHENSIVE PLAN: Single-Family

MAJOR STREET PLAN: Does not affect the major street plan

FLOODPLAIN INFORMATION: Not in the Flood Plain per panel 29030143E Dated 9-11-2009.

COMMENTS: 425 Elm is giving .02 Acres to 621 Luetje to encompass the driveway for 621 Luetje that has been there for years.

ACTION REQUIRED: The commission shall approve or deny this request based on the Land Subdivision Regulations. The Board of Aldermen requires no action.

LAND EXCHANGE CERTIFICATION APPLICATION FORM

City of Jackson, Missouri



DATE OF APPLICATION: August 15, 2025

ADDRESS OF GRANTING PROPERTY: 425 Elm St.

ADDRESS OF RECEIVING PROPERTY: 621 Luetje St.

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

Property Owner Name(s): Justin L. and Courtney C. Jordan

Mailing Address: 425 Elm St.

City, State ZIP: Jackson, MO 63755

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

Property Owner Name(s): Zachary and Emily Sternberg

Mailing Address: 621 Luetje St.

City, State ZIP: Jackson, MO 63755

ENGINEER / SURVEYING COMPANY: Strickland Engineering

Engineer / Surveyor Contact: Rodney Amos

Mailing Address: 113 W. Main St., Suite 1

City, State ZIP: Jackson, MO 63755

Contact's Phone: <u>573-243-4080</u>

CONTACT PERSON HANDLING APPLICATION:

Contact Name: Zach Sternberg

Mailing Address: 621 Luetje St,

City, State ZIP: Jackson, MO 63755

Contact's Phone: 618-967-9697

Contact's Email Address (if used): sternberg@hotmail.com

APPLICATION FOR ICHECK UNE	LICATION FOR (check on	eck	(checl	OR		ON	П	A٦	IC.	PI	A
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Division of lan Lot line adjust Transfer to adj Combination of	nd for cemetery usage ment between adjoining oining property to impro or re-combination of prev	lots ove ingress o viously platte	which are 3 acres or greater in size or egress ed lots. Total number of lots may and Subdivision Regulations	
REASON FOR REQUEST (u		ded):		
R-1 (Single-Far	me Park) nal Office) Commercial Overlay)	C-1 C-2 C-3 C-3 C-4 I-1 I-2 I-3	(Local Commercial) (General Commercial) (Central Business) (Central Business) (Planned Commercial) (Light Industrial) (Heavy Industrial) (Planned Industrial Park)	

OWNER SIGNATURES:

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

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

Building & Planning Manager City of Jackson 101 Court Street Jackson, MO 63755 Ph: 573-243-2300 ext. 29

Fax: 573-243-3322

Email: permits @jacksonmo.org

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Rev. $11/3/2018 \sim jls$



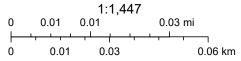
9/4/2025

Jackson City Addresses

—— Parcels

Jackson Street Centerlines

World_Hillshade



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreett contributors, and the GIS User Community, Sources: Esri, Maxar, Airbus

LAND EXCHANGE PLAT FOR ZACH STERNBERG

Part of Lots 29, 30, 31, & 32, in Block 2 of Morgan's Third Addition to the City of Jackson, Missouri.



NORTH BASIS MISSOURI STATE PLANE COORDINATE SYSTEM 1983 EAST ZONE MODOT VRS NAD83(2011)

REFERENCES

- DOCUMENT NO. 2024-09424 (SUBJECT)
- DOCUMENT NO. 2025-04748 BOOK 1189, PAGE 736
- DOCUMENT NO. 2024-09407
- BOOK 1320, PAGE 281
- MORGAN'S THIRD ADDITION TO THE CITY OF JACKSON, PLAT BOOK 3, PAGE

FLOODPLAIN NOTE

NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 29031C0143E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

SURVEYOR NOTE

THIS SURVEY IS BASED ON CURRENT AVAILABLE PUBLIC RECORDS AND DOES NOT CONSTITUTE A TITLE SEARCH BY THE SURVEYOR. NO INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, ENCLUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR OTHER FACTS THAT AM, ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE HAS BEEN MADE.

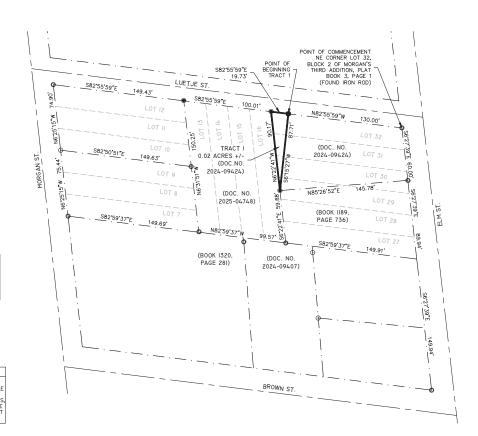
ACCURACY STANDARD: TYPE URBAN

LEGEND

- 1/2" IRON ROD (SET)
- ₱ 5/8" IRON ROD W/ALUM CAP (SET)
- 3.

 IRON ROD W/CAP (FOUND)
- O IRON ROD (FOUND)
- \odot IRON PIPE
- 6. STONE
- 7. COTTON PICKER S
 8. CHISELED CROSS
 9. AXLE COTTON PICKER SPINDLE
- 10.

 ALUMINUM MONUMENT
- 11. A RIGHT-OF-WAY MARKER
- 12. (M) MEASURED
- 13. (R) RECORDED



THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITHESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 14TH DAY OF AUGUST 2025.

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

TRACT I - DESCRIPTION (FROM JUSTIN L. & COURTNEY C. JORDAN, DOCUMENT NO. 2024-09424 ATTACHING TO ZACHARY & EMILY STERNBERG, DOCUMENT NO. 2025-04748)

THAT PART OF LOTS 29, 30, 31, & 32, BLOCK 2 OF MORGAN'S THIRD ADDITION TO THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 3, PAGE 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 32; THENCE NORTH 82°55'59" WEST ALONG THE NORTH LINE OF SAID LOT 32, ALSO BEING THE SOUTH RIGHT OF WAY LINE OF LUETJE STREET, 130.00 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, AND LEAVING SAID LINE, SOUTH 06'15'27" WEST 87.71 FEET TO THE WEST LINE OF SAID LOT 29: THENCE ALONG THE WEST LINE OF SAID LOTS 29, 30, 31, & 32, NORTH 06'22'41" WEST 90.17 FEET TO THE NORTHWEST CORNER OF SAID LOT 32; THENCE LEAVING SAID WEST LINE, SOUTH 82:55'59" EAST ALONG THE NORTH LINE OF SAID LOT 32, ALSO BEING THE SOUTH LINE OF LUETJE STREET, 19:73 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 0.02 ACRES, (865 SQUARE FEET), MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME,

THIS SURVEY CREATES A NEW PARCEL FROM A TRACT DESCRIBED IN DOC. NO. 2024-09424 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI

STATE OF MISSOURI COUNTY OF CAPE GIRARDEAU

FILED FOR RECORD THIS _____ DAY OF _____

RECORDED IN DOCUMENT NUMBER_

ANDREW DAVID BLATTNER RECORDER OF DEEDS OF CAPE GIRARDEAU COUNTY, MISSOURI

RICKLAND NGINEERING

II3 WEST MAIN STREET JACKSON, MISSOURI 6375 TEL: 573-243-4080 FAX: 573-243-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING LAND SURVEYING

LAND EXCHANGE PLAT FOR **ZACH STERNBERG** 621 LUETJE ST. JACKSON, MO

SCALE	I"=50'				
DATE	08-14-2025				
DRAWN BY	RA				
CHECKED BY	DR				
PROJECT #	18				

MEMO



TO: Planning and Zoning Commission

FROM: Larry Miller, Building & Planning Manager

DATE: September 5, 2025

SUBJECT: Text Amendment – Building Height Requirements in

Industrial Zoning Districts

The Planning and Zoning Commission will 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 building height requirements. The proposed amendment applies to the I-1 (Light Industrial), I-2 (Heavy Industrial), and I-3 (Planned Industrial Park) Districts.

The zoning code currently states that the maximum height of a building permitted in these districts shall be 45 feet and not over three stories. Staff proposes to add that buildings exceeding this limit may be allowed if approved through a special use permit.

This change would give industrial projects flexibility while still ensuring taller buildings are reviewed for their location and impact.

Action by the Planning and Zoning Commission is to hold a public hearing at their next meeting or vote to approve the amendment and waive their public hearing.

1

CURRENT CODE LANGUAGE WITH PROPOSED CHANGES ADDED IN RED

Sec. 65-16. - I-1 Light industrial district regulations.

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the I-1 Light industrial district. The purpose of the I-1 Light industrial district is to provide areas for light industrial uses that create a minimum amount of nuisance outside the plant, are conducted entirely within enclosed buildings, use the open area around such buildings only for limited storage of raw materials or manufactured products, and provide for enclosed loading and unloading berths when feasible.

- (4) Height, area, and lot size requirements. In addition to the specific requirements for the I-1 Light industrial district, all height, area, and lot size regulations and exceptions set forth in section 65-19, as they apply to uses in the I-1 Light industrial district, shall be observed.
 - a. *Height.* The maximum height of buildings permitted shall be forty-five (45) feet and not over three (3) stories. Buildings exceeding this limitation shall require a special use permit.

Sec. 65-17. - I-2 Heavy industrial district regulations.

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the I-2 Heavy industrial district.

- (4) Height, area, and lot size regulations. In addition to the specific requirements for the I-2 Heavy industrial district, all height, area, and lot size regulations and exceptions set forth in <u>section 65-19</u>, as they apply to uses in the I-2 Heavy industrial district, shall be observed.
 - a. *Height*. The maximum height of buildings permitted shall be forty-five (45) feet and not over three (3) stories. Buildings exceeding this limitation shall require a special use permit.

Sec. 65-18. - I-3 Planned industrial park district regulations.

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the I-3 Planned industrial park district. The purpose of the I-3 Planned industrial park district is to provide for modern industrial warehouse/office complexes of integrated design with attractive landscaping in suitable locations with access to arterial thoroughness.

- (8) Height, area, and lot size regulations. In addition to the specific requirements for the I-3 Planned industrial park district, all height, area, and lot size regulations set forth in section 65-19, as they apply to uses in the I-3 Planned industrial park district, shall be observed.
 - a. *Height*. The maximum height of buildings permitted shall be forty-five (45) feet and not over three (3) stories. Buildings exceeding this limitation shall require a special use permit.



MEMO

To: Mayor and Board of Aldermen

From: Jason Lipe, Parks and Recreation Director

Date: Thursday, September 18, 2025Re: September 8 Park Board Report

During the September 8 Park Board meeting, the Park Board received updates on the Civic Center Renovation Project task order and the City Pool Renovation Project task order. The board also reviewed the expiring Baseball and Softball Concession Stand Operation contract and suggested changes.



CITY OF JACKSON

PARK BOARD MEETING

Monday, September 08, 2025 at 6:00 PM

Jackson Civic Center, 381 East Deerwood Drive

AGENDA

BOARD MEMBERS PRESENT

RECOGNITION OF VISITORS

READING OF PREVIOUS MEETING MINUTES

1. August 2025 Minutes

OLD BUSINESS FROM PREVIOUS MEETINGS

- 2. Civic Center Renovation Task Order
- 3. City Pool Renovation Task Order
- 4. Baseball/Softball Concession Stands

NEW BUSINESS

CIVIC CENTER REPORT

PARKS & RECREATION DIRECTOR'S REPORT

ADJOURNMENT

Posted on 09/05/2025 at 04:00 PM.



City of Jackson

September 17, 2025

Subject: Donation of Equipment to Delta Fire Protection District

Mayor and Members of the Board of Aldermen,

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

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

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

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

Sincerely,

Jason Mouser Fire Chief Jackson Fire Rescue 503 S. Hope St. Jackson, MO 63755 573-243-5740 jmouser@jacksonfire.org

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into this ____ day of September, 2025, by and between the City of Jackson, Missouri, a municipal corporation ("Donor"), and the City of Delta, Missouri, a municipal corporation ("Recipient").

RECITALS

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

WHEREAS, the City of Jackson, Missouri, desires to show support to the City of Delta during its time of need by donating certain equipment at no cost to assist in recovery efforts;

WHEREAS, the Donor possesses a 3M Scott Air-Pak X3 Pro Self-Contained Breathing Apparatus ("SCBA") (the "Equipment") that it wishes to donate to the Recipient;

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

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

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

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

AGREEMENT

- 1. **Donation of Equipment**. The Donor hereby agrees to donate the Equipment to the Recipient at no cost. The donation shall be completed upon delivery of the Equipment to the Recipient at a mutually agreed-upon location and time.
- 2. **Acceptance "As-Is."** The Recipient acknowledges and agrees that it accepts the Equipment in its current "as-is" condition, without any representations, warranties, or guarantees, express or implied, from the Donor regarding the Equipment's condition, quality, merchantability, fitness for a particular purpose, or compliance with any laws, regulations, or standards. The Recipient has had the opportunity to inspect the Equipment prior to acceptance and assumes all risks associated with its use.
- 3. **Release of Liability**. The Recipient hereby releases, waives, and forever discharges the Donor, its officials, employees, agents, and representatives from any and all claims, demands, liabilities, actions, causes of action, damages, costs, or expenses (including attorneys' fees)

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

- 4. **No Further Obligations**. The parties agree that this donation imposes no further obligations on either party beyond those expressly stated herein. The Donor shall not be responsible for any transportation, installation, maintenance, repair, or disposal costs associated with the Equipment.
- 5. **Governing Law**. This MOU shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to conflict of laws principles, and venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.
- 6. **Entire Agreement**. This MOU constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral.
- 7. **Amendments**. Any amendments to this MOU must be in writing and signed by authorized representatives of both parties.
- 8. **Counterparts**. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 - 9. **Effective Date**. This MOU shall become effective upon the last signature below.

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

Angela Birk, City Clerk	
ATTEST:	
	Dwain Hahs, Mayor
	Develor Halas Marras
	CITY OF JACKSON, MISSOURI
	CITY:

Missi Parks, City Clerk		
ATTEST:		
	Travis Keys, Mayor	
	off f of BEETI, Missoord	
	CITY OF DELTA, MISSOURI	
	CITY:	



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: September 15, 2025

RE: Donna Drive Intersection Options – Additional Information

Following the last meeting's Board discussion, I contacted MODOT to find answers to questions that arose. The additional information is included here. They also were able to provide the attached updated diagrams of the three layout options with aerial photography included for clarity. I have also again included the drawings from Jackson Tire/Charlie's Fast Lube proposed traffic reconfigurations.

- What contact has been made with the ZX gas station?
 - MODOT contacted the ZX property general manager Megan McKee. Her main concern is the side entrance on Kimbel Lane which they don't want to lose because it allows their customers to exit on Kimbel Lane to the parking lot where they can then turn left onto Jackson Boulevard at the light. All alternatives proposed by MODOT would keep their side entrance, so MODOT considers their request satisfied.
- Would MoDOT control the access points for Jackson Tire or Jiffy Fast Lube's driveway entrances from the extended Donna Drive/Kimbel Lane?
 - MODOT would not have control over driveway entrances along Kimbel Lane or Donna Drive since they are off of MoDOT right of way.
 - City code allows two entrances up to 36' wide each as long as they are at least 30' from a street intersection. Additional entrances or additional entrance width would require a variance from the Board of Adjustment.

- Would MODOT pay for the design of the project and allow the city to shelve the design until a future construction date?
 - MODOT would not be able to design the whole project and let/delay portions separately. If the City is interested in the project but would need to wait until we have funding for our portion, MoDOT could move the entire letting date back. But they would need to know how far back to move it. Currently, it is anticipated as a December 2026 letting.

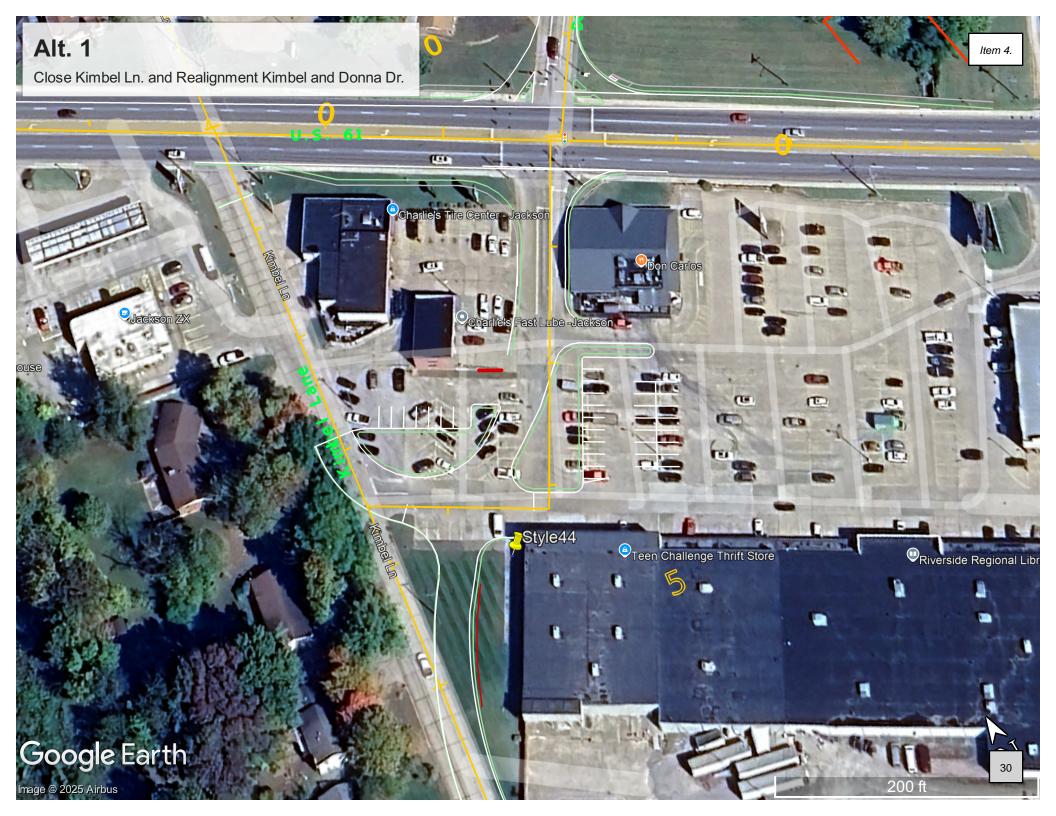
Proposed project cost

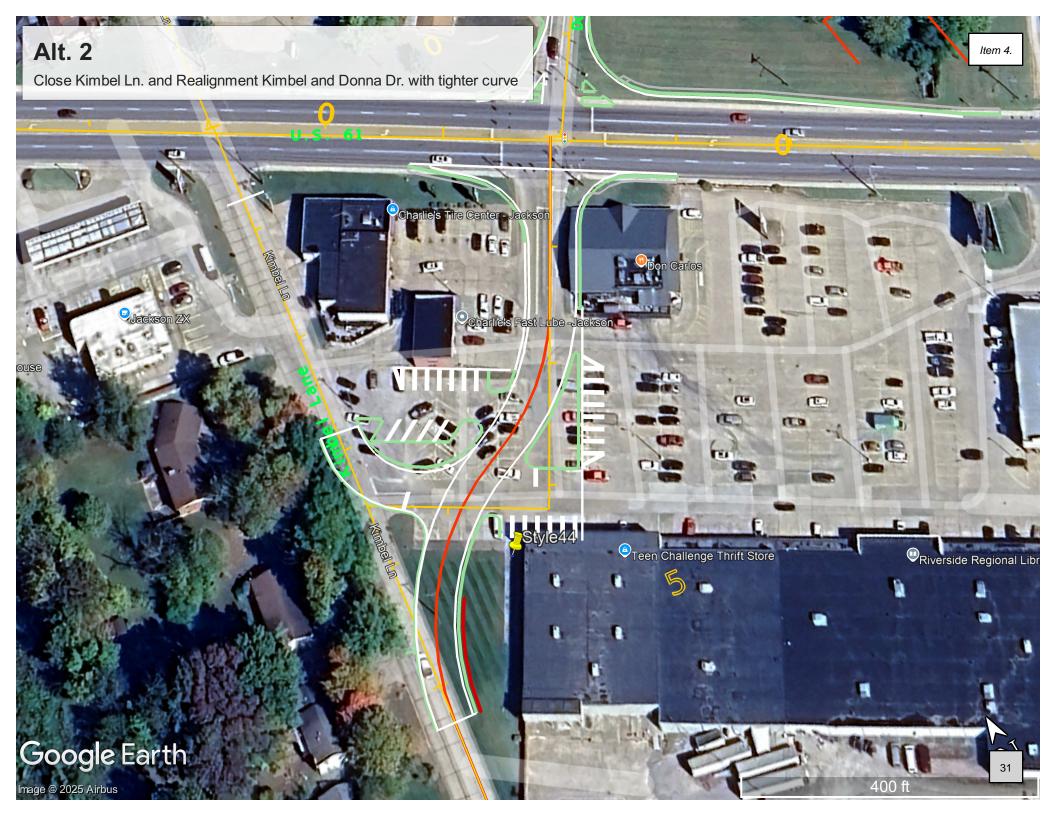
 MODOT provided the attached proposed costs. These costs assume all right of way must be acquired and do not take into account any portion of the existing right of way that can be used for the extension of Donna Drive/Kimbel Lane to the south of the lighted intersection.

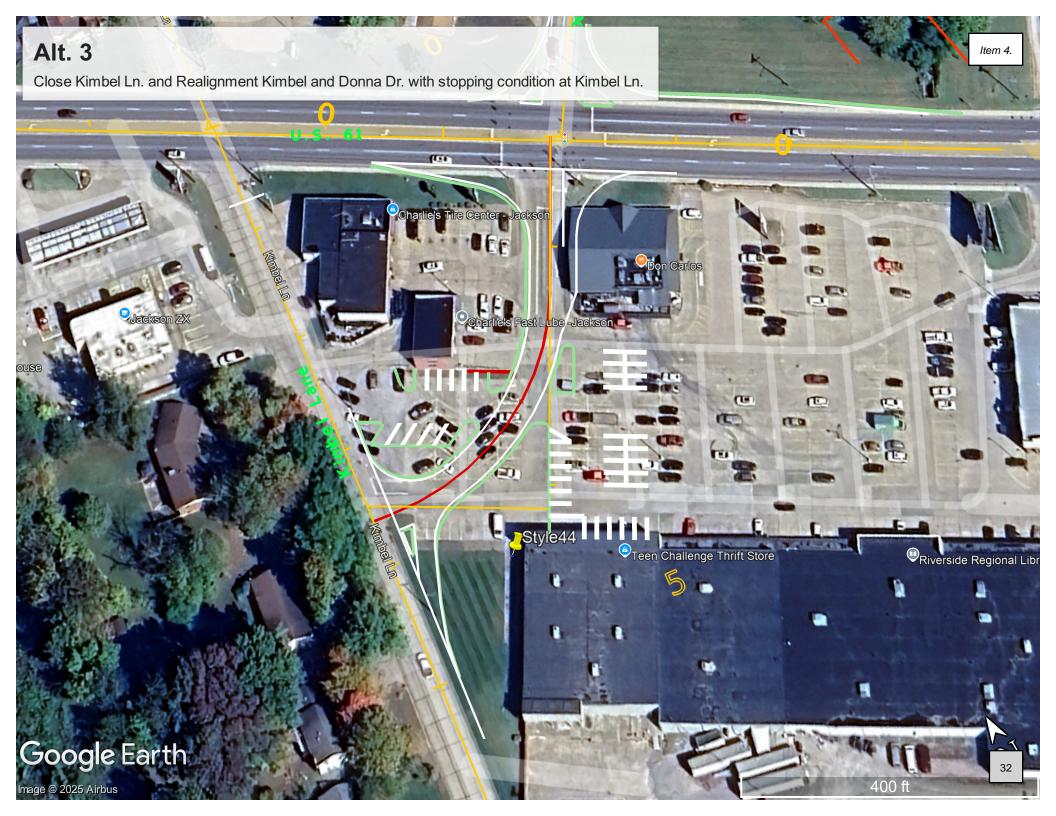
Alternates:

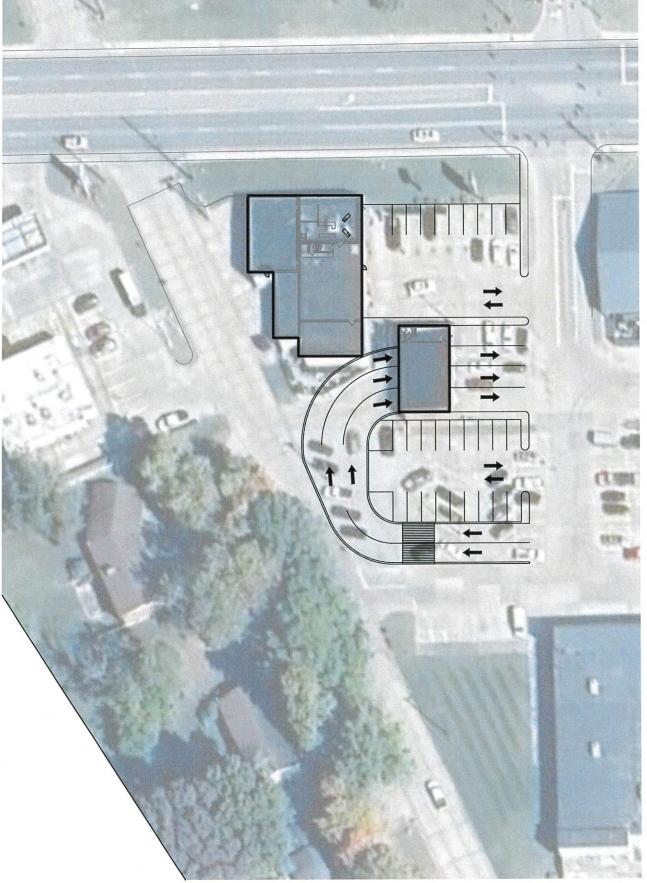
- As a reminder, Alternate #4 is no alteration of Donna Drive/Kimbel Lane south of the intersection.
- Additional comment from MODOT:
 - If the City decides not to participate with modifications to the south of the intersection, MODOT will move forward on working on the intersection itself to meet the current project timeline.

MODOT would like the City to provide a preferred option right after the September 22nd Board meeting. Staff recommends consideration of Alternate #4 (no alteration of Donna Drive/Kimbel Lane south of the intersection) as there are no current traffic or ongoing maintenance concerns.















MoDOT - Job#. JSE0071

US61 / Donna Drive in Jackson - Signal Upgrade and Intersection Improvement

- Traffic Study US61 (Jackson Blvd.)
- Public meeting held in November 2024
- 4 alternatives

Alt	Description	ROW	ROW Cost	Construction	Total	City Cost Estim.
Alt 4	Signal Upgrade, Add turn lane, Radius Improve	15246 sf / 0.35 ac	\$346,000	\$1,018,000	\$1,364,000	\$0
Alt 1 or 2	Alt 4 + close Kimbel and extend Donna	49658 sf / 1.14 ac	\$1,209,000	\$1,734,000	\$2,943,000	\$1,579,000
Alt 3	Alt 4 + close Kimbel and extend Donna, Stop at Kimbel		\$950,000	\$1,700,000	\$2,650,000	\$1,286,000

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: September 15, 2025

RE: Backflow Preventer Tests - Update

This memo is to update you on the status of the collection of backflow test results that was presented at the last study meeting. A final notice with a deadline of September 15th was hand delivered to all remaining businesses following the last meeting and phone calls were also made to all businesses who still remained on our list last week.

I'm very happy to report that all business locations who were notified complied by the deadline for submitting their backflow test except for three businesses who are currently having repairs made so their tests will pass. We are working with those three for swift compliance.

As of September 15th, all residential irrigation systems who received notices have complied except the list of those we currently have Mueller Irrigation converting to a testable preventer device. To that list, one additional location was discovered and added.

We are very thankful to report that no water shutoffs have been triggered and everyone has been very cooperative through this process.



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Matt Winters, City Administrator

DATE: September 22, 2025

RE: New City Logo RFP

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

Reviewer	Cost	Shana	Matt	Brian	Janna	Rodney	Liza	
Firm								_
Candid	\$70,000	85	79		65	70	66	73.00
The Digital Foundry	\$9,950	100	83		62	44	76	73.00
Red Letter	\$14,500	90	90	95	90	76	92	88.83
Bold	\$9,940	85	96	95	85	67	95	87.17
Emily Revolution Marketing	\$16,000	90	84		77	50	75	75.20
Creative Entourage	\$15,000	75	92		75	90	88	84.00
LRS	\$4,750	68	65		75	42	60	62.00
Novella	\$5,700		83	90	78	56	78	77.00
Eye Patch/Rust Media	\$40,000	75	79	90	80	30	76	71.67
Greg Rose Design	\$49,000	85	78		65	56	82	73.20
The Wright Group	\$9,360	56	92		75	47	86	71.20
Black Dog Design	\$20,000		87		78	78	92	67.00
Locality Studio	\$15,750	90	89	85	80	85	91	86.67
Spry Digital	\$20,000	86	82		75	46	78	73.40



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Angela Birk, City Clerk/Treasurer

DATE: September 18, 2025

RE: BS&A Software Change Order

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

Change Request

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

Customer: City of Jackson, Cape Girardeau County MO

Prepared By: Steve Rennell

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

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

BS&A Software, LLC	Customer
Ву:	Ву:
Name:	Name:
Title:	Title:
Date	Date





City of Jackson

TO: Mayor and Board of Aldermen

FROM: Angela Birk, City Clerk/Treasurer

DATE: September 18, 2025

RE: BS&A Software Change Order

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

Integrated Payments Addendum

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

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

1. Payment Processing Services

- Processor Agreements. As of the effective date of this Addendum, use of the Payment Processing Services is subject to the Stripe Connected Account Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the "Stripe Agreements"). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer's electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.
- **1.2 Customer Information and onboarding**. Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.
- 1.3 Transaction Processing and Settlement. Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer's designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer's customer (the cardholder) on Customer's behalf. In such

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

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

2. Payment Terms

- 2.1 Fees. The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("Customer Account"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("ACH Debit Authorization"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.
- **2.2 Disputes.** If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.
- 2.3 Tax Reporting. BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by

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

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

3. Compliance

- **3.1** Laws and Rules. Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("Network Rules"), including industry standards such as the Payment Card Industry Data Security Standards ("PCI-DSS"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.
- 3.2 Customer's Business. Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("Transactions") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.
- **3.3 Prohibited Activities.** Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the <u>Stripe Restricted Businesses List.</u> Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.
- **3.4 Fraud Monitoring**. BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on

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

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

4. Chargebacks

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

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

5. Liability

5.1 Indemnification.

- indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct.
- 5.1.2 In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.
- **5.2 Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH

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

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

6. Term and Termination

- **6.1 Term**. This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.
- **6.2 Termination**. This Addendum will automatically terminate upon termination of the Agreement.
- 6.3 Termination by BS&A. In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice, for: (a) Customer breaches any provision of this Addendum or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; or (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason. Upon the termination of the Stripe Agreements or the Customer's Stripe Connected Account for any reason, this Addendum will automatically terminate.
- **6.4 Effect of Termination**. The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

7. General

- **7.1 Precedence**. Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.
- 7.2 Amendments. Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will use reasonable efforts to give Customer thirty (30) days' prior notice of any such amendment. Additionally, during the Term and upon at least 30 days' prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A's vendors and service providers. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates, no less than ninety (90) days before the end of the then-current Term.
- **7.3 Dispute Resolution**. The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.
- **7.4 Counterparts.** This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

Signatur	e:
Name:	
rtaine.	
Title:	
Date:	

Tax E-Delivery Consent

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

Consent to Electronic Delivery of Tax-Related Documents

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

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

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

Electronic Delivery

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

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

Additional or Substitute Paper Copies

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

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

Notification of Change of Tax Information or Email

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

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

Withdrawal or Termination this Consent

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

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

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

System Requirements

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

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

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

Contact BS&A

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

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

Signatur	e:
Name:	
•	
Title:	
•	
Date:	

Schedule A – Payment Processing Services & Fees

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

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

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

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

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

Item	Price	Quantity Total	
Stripe S700 Terminal and Dock	\$415.00		\$
Stripe S700 Terminal	\$350.00	2	\$ 700
Stripe S700 Dock	\$65.00		\$
Stripe S700 Hub	\$50.00		\$
Stripe S700 Case	\$35.00		\$

Payment Type	Accept Payments Using This Method		
Online with BS&A Online		✓	
Text-to-Pay		✓	
IVR Phone Payments		✓	
Counter with Cash Receipting		✓	

Туре	Pas	Pass Through to Payor		Absorbed by Municipality	
Credit Card Fees - Online		✓			
Credit Card Fees - Text		✓			
Credit Card Fees - IVR		✓			
Credit Card Fees - Counter		✓			
ACH Fees - Online		✓			
ACH Fees - Text		✓			
ACH Fees - IVR		✓			

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BS&A Payments			
Are you currently accepting electronic payments (CC, ACH)? Are you happy with your current provider and the functionality they offer? Are residents happy?			
If yes: What are the payment channels you offer? (point of sale/counter, online, text, IVR, etc.)? Which do residents favor?			
With BS&A Payments, do you plan to accept point of sale (counter) payments, online payments or both?			
Of the integrated BS&A Online payment types, which ones will be used?	☐ Tax ☐ Delinquent Tax ☐ Delinquent Personal Property Tax ☐ Special Assessments	 □ Building Department □ Accounts Receivable / Miscellaneous Receivables □ Utility Billing □ Business License 	
What is your invoice volume for each payment type?			
Of the accepted types, do any require their own unique bank account or deposit? If yes, please specify			
If you are accepting utility payments, please specify which services you bill for (water, sewer, electric, gas, etc.):			
If accepting payments for BS&A Community Development, which types would you like available?	☐ Permits ☐ Code Enforcements ☐ Certificates ☐ PZE Processes ☐ Projects	☐ Certificate of Occupancies ☐ Bonds ☐ Escrows (Cloud Only) ☐ Names	
Will payments be taken online for items without an invoice within BS&A? Parking Tickets, FOIA requests, Park Rentals, etc?	If yes, please fill out and return the <u>External Payments Discovery spreadsheet</u> .		
What is your desired go-live timeframe?			
Primary Project Contact (name/phone/email)			



MoDOT

2675 North Main Street Sikeston, Missouri 63801

Missouri Department of Transportation

Donnie Brown, P.E., District Engineer

1.888.ASK MODOT (275.6636) 573.472.5333

September 15, 2025

Mr. Matt Winters, City Administrator City of Jackson 101 Court Street Jackson, MO 63755

RE: 2025 Transportation Alternatives Program

Pedestrian Facility - Hubble Creek Phase 3A

Project No. TAP-3000(015)

Dear Mr. Winters:

Thank you for participating in this round of the Transportation Alternatives Program. The City of Jackson's application was carefully considered by the Southeast District's selection committee that is comprised of our Regional Planning Commission and Metropolitan Planning Organization staff.

Congratulations! Your project was selected to receive funding at the requested amount with a total project cost of \$1,095,267.00 with a total federal funding of \$492,870.15 (45% of \$1,095,267.00). The official statewide award was announced on September 12, 2025, as noted in the program guide.

The program agreements will be emailed to the city for signatures once the agreement is drafted. Please execute the agreements along with a city ordinance. The City will also need to submit a Request for Environmental Review (RER) using MoDOT's RER database. It is strongly recommended that the City submit the RER within 30 days of receipt of this letter.

If you have any questions, please contact me at 417-252-1616 or by e-mail at melissa.rose@modot.mo.gov.

Sincerely,

Melissa Rose, PE

Transportation Project Designer - LPA

MelisseRose

npf



