



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 21, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

PUBLIC HEARINGS

2. Hearing to consider the voluntary annexation with zoning of 1.25 acres of property located on West Jackson Trail, as submitted by SEMO Land Development, LLC.

APPROVAL OF MINUTES

3. Motion approving the Minutes of the Regular Meeting of January 6, 2025.

FINANCIAL AFFAIRS

4. Motion approving the City Collector's Report.
5. Motion approving the City Clerk's & Treasurer's Reports.

ACTION ITEMS

Power, Light, and Water Committee

6. Motion approving the Semi-Annual Financial Statement, ending December 31, 2024.
7. Motion extending a contractual agreement with Flock Group, Inc., of Atlanta, Georgia, for two years, per existing contract terms, relative to Flock license plate readers for the Police Department.
8. Bill proposing an Ordinance amending Chapter 13 (Cable Communications) of the Code of Ordinances, relative to franchise fees.
9. Bill proposing an Ordinance amending Chapter 59 (Taxation) of the Code of Ordinances, relative to Recreation, Public Safety, and Fire Protection Sales Taxes.
10. Bill proposing an Ordinance approving an Addendum renewing a Master Services Agreement with Burns & McDonnell Engineering Company, Inc., of Kansas City, Missouri, relative to providing engineering services.

11. Motion approving Task Order Authorization No. 25-01, in the amount of \$37,000.00, to 1898 & Co., of Kansas City, Missouri, relative to providing engineering services under the Electric Utility Rate Study.

Street, Sewer, and Cemetery Committee

12. Motion accepting the bid of Rockhill and Sons, of Jackson, Missouri, in the amounts of \$375.00 per mowing and trimming event in Brookside Park; \$450.00 per trimming event in City Park; \$295.00 per mowing and trimming event in the Football Park; \$625.00 per mowing and trimming event in Litz Park; and \$775.00 per mowing and trimming event at Jackson Civic Center and City Sites, relative to the Mowing and Trimming Services Program.
13. Bill proposing an Ordinance authorizing a contractual agreement with Rockhill and Sons, of Jackson, Missouri, relative to the Mowing and Trimming Services Program.
14. Resolution accepting an application for the voluntary annexation with zoning of 1.08 acres of property located on Fraser Ridge in Terrace Above The Greens Subdivision, and setting a public hearing for Tuesday, February 18, 2025, at 6:00 p.m., as submitted by MHRR LLC.
15. Bill proposing an Ordinance approving the Amended Plat of East Main Crossroads Commercial Subdivision, as submitted by Michael K. and Linda J. Haynes.
16. Bill proposing an Ordinance approving a Lease of Property with the Missouri Highways and Transportation Commission, relative to construction of Phase One of a Public Parking Lot on North High Street.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

17. Report by Mayor
18. Reports by Board Members
19. Report by City Attorney
20. Report by City Administrator
21. Discussion of future agenda items

EXECUTIVE SESSION

Motion to have executive session. Authority is Section 610.021(1), RSMo., relative to litigation; Section 610.021(2), Revised Statutes of Missouri, as amended, relative to leasing, purchase, or sale of real estate; and Sections 610.021(3) and Section 610.021(12), relative to contracts.

ADJOURN

Posted on 1/17/2025 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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

MINUTES

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

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

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

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

Motion to Adopt the Agenda)

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

Motion to Approve the Minutes of the)
 December 16, 2024, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, December 16, 2024. Ayes-7; Nays-0; Absent-1.

Motion to Approve Bills of December,)
 2024)

Now is presented the list of bills paid in the various funds for the month of December, 2024. Motion made by Alderman Hitt, seconded by Alderman Seabaugh, to approve the list of bills paid in the various funds for December, 2024. Ayes-7; Nays-0; Absent-1.

Motion to Change the Date of the Board)
 of Aldermen Regular Meeting and Study)
 Session in Observance of the)
 Presidents' Day holiday)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to change the date of the Board of Aldermen Regular Meeting and Study Session from Monday, February 17, 2025, to Tuesday, February 18, 2025, in observance of the Presidents' Day holiday. Ayes-7; Nays-0; Absent-1.

Motion to Accept the Proposal of Brycer,)
 LLC, of Warrenville, Illinois, relative to)
 Providing fire code compliance software)
 Services for Jackson Fire Rescue, under)
 The Compliance Engine Program)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to accept the proposal of Brycer, LLC, of Warrenville, Illinois, relative to providing fire code compliance software services for Jackson Fire Rescue, under the Compliance Engine Program. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-01 Re: To Authorize)
 A contractual agreement with Brycer,)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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

MINUTES

LLC, relative to providing fire code)
 Compliance software services for)
 Jackson Fire Rescue, under the)
 Compliance Engine Program)

The matter of authorizing a contractual agreement with Brycer, LLC, relative to providing fire code compliance software services for Jackson Fire Rescue, under the Compliance Engine Program, came on for consideration. Alderman Reiminger introduced Bill No. 25-01, 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 *BRYCER, LLC, OF WARRENVILLE, ILLINOIS*, RELATIVE TO *THE COMPLIANCE ENGINE PROGRAM*; 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 Stroder, Bill No. 25-01 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Stroder, Bill No. 25-01 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 25-01 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Hitt-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderwoman Young-absent; Alderman Reiminger-aye; Alderman Fraley-aye; Alderwoman Liley-aye; and Alderman Stroder-aye.

BILL NO. 25-01

ORDINANCE NO. 25-01

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *BRYCER, LLC, OF WARRENVILLE, ILLINOIS*, RELATIVE TO *THE COMPLIANCE ENGINE PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Brycer, LLC of Warrenville, Illinois**. It is the belief of the



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

MINUTES

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: January 6, 2025.

SECOND READING: January 6, 2025.

PASSED AND APPROVED this 6th day of January, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 25-02 Re: To Authorize)
 the Mayor to sign Depository)
 Agreements with First State Community)
 Bank, Commerce Bank, First Midwest)
 Bank, First Missouri State Bank, The)
 Bank of Missouri, US Bank, Southern)
 Bank, and Wood & Huston Bank)

The matter of authorizing the Mayor to sign depository agreements with First State Community Bank, Commerce Bank, First Midwest Bank, First Missouri State Bank, The Bank of Missouri, US Bank, Southern Bank, and Wood & Huston Bank, came on for consideration. Alderman Reiminger introduced Bill No. 25-02, being for an ordinance entitled as follows:

**A BILL TO ENACT AN ORDINANCE TO AUTHORIZE SELECTION OF
 DEPOSITORIES FOR DEMAND DEPOSITS OF CITY FUNDS; AND TO**



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

MINUTES

**AUTHORIZE THE SELECTION OF DEPOSITORIES FOR THE INVESTMENT OF
 IDLE CITY FUNDS; AND TO AUTHORIZE THE MAYOR TO SIGN DEPOSITORY
 AGREEMENTS WITH DEPOSITORIES.**

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-02 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-02 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-02 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye Alderman Stroder-aye; Alderman Hitt-aye; Alderman Fraley-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderwoman Young-absent; and Alderwoman Williams-aye.

BILL NO. 25-02

ORDINANCE NO. 25-02

**A BILL TO ENACT AN ORDINANCE TO AUTHORIZE SELECTION OF
 DEPOSITORIES FOR DEMAND DEPOSITS OF CITY FUNDS; AND TO
 AUTHORIZE THE SELECTION OF DEPOSITORIES FOR THE INVESTMENT OF
 IDLE CITY FUNDS; AND TO AUTHORIZE THE MAYOR TO SIGN DEPOSITORY
 AGREEMENTS WITH DEPOSITORIES.**

WHEREAS, the City of Jackson, desires to enter into a depository agreement with **First State Community Bank, Commerce Bank, First Midwest Bank, First Missouri State Bank, The Bank of Missouri, US Bank, Southern Bank, and Wood & Huston Bank**, for the deposit of Demand Deposits or checking account funds; and

WHEREAS, the City of Jackson, desires to enter into a depository agreement with said banks regarding the investment of idle City Funds.

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

1. That the Mayor is hereby, authorized and directed to sign a depository agreement with **First State Community Bank, Commerce Bank, First Midwest Bank, First Missouri State Bank, The Bank of Missouri, US Bank, Southern Bank, and Wood & Huston Bank**. Said agreements are attached hereto and incorporated herein by reference.

2. That all of said depository agreements shall have a one-year term under a depository agreement as required by state statute.

3. That said banks shall be depositories for all demand deposits of checking account funds of the City in an unlimited amount subject only to the deposit of securities as required by; Sections 110.010 and 110.020, RSMo.



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

MINUTES

4. That said banks shall be authorized to hold idle investment funds of the City, subject to the required deposit of securities as required by Section 110.010 and 110.020, RSMo.

5. The Treasurer of the City shall, whenever the City accumulates idle funds, invest said funds in time certificates of deposits, based upon the highest sealed bids received from the designated depositories. All of such investment funds shall be in One Hundred Thousand Dollars (\$100,000.00) or more increments. The Treasurer shall notify the depositories of available money for bid by phone, electronic transmission or United States Mail.

6. This ordinance shall take effect and be in force from and after its passage and approval and shall repeal all ordinances or parts thereof in conflict herewith.

FIRST READING: January 6, 2025.

SECOND READING: January 6, 2025.

PASSED AND APPROVED this 6th day of January, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Motion to Accept the Proposal of)
 Reaction Distributing, Inc., of Ajax,)
 Ontario, Canada, and authorizing the)
 Purchase of a horizontal baler for the)
 Recycling Center)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to accept the proposal of Reaction Distributing, Inc., of Ajax, Ontario, Canada, in the amount of \$104,796.00, and authorizing the purchase of a horizontal baler for the Recycling Center. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-03 Re: To Approve an)
 Annexation Agreement with Semo Land)
 Development, LLC, relative to the)
 Voluntary annexation and zoning of 1.25)
 Acres of property addressed as 345)
 West Jackson Trail)

The matter of approving an annexation agreement with Semo Land Development, LLC, relative to the voluntary annexation and zoning of 1.25 acres of property addressed as 345 West



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

MINUTES

Jackson Trail, came on for consideration. Alderwoman Liley introduced Bill No. 25-03, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *SEMO LAND DEVELOPMENT, LLC, OF JACKSON, MISSOURI, RELATIVE TO THE VOLUNTARY ANNEXATION AND ZONING OF 1.25 ACRES AT 345 WEST JACKSON TRAIL*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-03 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-03 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-03 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-abstain; Alderwoman Young-absent; Alderwoman Liley-aye Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; and Alderwoman Williams-aye.

BILL NO. 25-03

ORDINANCE NO. 25-03

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *SEMO LAND DEVELOPMENT, LLC, OF JACKSON, MISSOURI, RELATIVE TO THE VOLUNTARY ANNEXATION AND ZONING OF 1.25 ACRES AT 345 WEST JACKSON TRAIL*; 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 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Semo Land Development, LLC, of Jackson, 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 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.



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

MINUTES

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: January 6, 2025.

SECOND READING: January 6, 2025.

PASSED AND APPROVED this 6th day of January, 2025, by a vote of 6 ayes, 0 nays, 1 abstention and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 25-04 Re: To Authorize)
 a License Agreement with the City of)
 Springfield, Missouri, relative to the)
 SafeAcross Program)

The matter of authorizing a License Agreement with the City of Springfield, Missouri, relative to the SafeAcross Program, came on for consideration. Alderwoman Liley introduced Bill No. 25-04, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE CITY OF SPRINGFIELD, MISSOURI, RELATIVE TO THE SAFEACROSS PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-04 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-04 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-04 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Seabaugh-aye;



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

MINUTES

Alderwoman Liley-aye; Alderman Fraley-aye; Alderman Hitt-aye; Alderman Stroder-aye; Alderwoman Young-absent; and Alderwoman Williams-aye.

BILL NO. 25-04

ORDINANCE NO. 25-04

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A LICENSE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *THE CITY OF SPRINGFIELD, MISSOURI*, RELATIVE TO *THE SAFEACROSS PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented an agreement 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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **The City of Springfield, 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 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: January 6, 2025.



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

MINUTES

SECOND READING: January 6, 2025.

PASSED AND APPROVED this 6th day of January, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

City Administrator Matthew Winters)
 requests Closed Session)

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for one item of real estate in accordance with Section 610.021(2) RSMo, one item of personnel in accordance with Section 610.021(3)(13) RSMo.

Motion to Recess the Meeting to Study)
 Session)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:19 P.M., to convene to the Study Session. Ayes-7; Nays-0; Absent-1.

 Returned to Open Session at 6:28 P.M., from Study Session.

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

Meeting concluded at 6:28 P.M. On a motion by Alderman Seabaugh, seconded by Alderwoman Williams, it is ordered that the Board now convene into closed for one item of real estate in accordance with Section 610.021(2) RSMo, one item of personnel in accordance with Section 610.021(3)(13) RSMo, and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Seabaugh-aye; Alderwoman Young-absent; Alderman Stroder-aye; Alderwoman Williams-aye; Alderman Hitt-aye; Alderwoman Reiminger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-7; Nays-0; Absent-1.

ATTEST:

 Mayor

 City Clerk

CITY COLLECTOR'S REPORT FOR DECEMBER 2024

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,176,569.21	298,901.96	236,956.46	67,144.18	-	1,779,571.81
Penalties	10,610.67	1,947.71	1,579.28	451.38	-	14,589.04
Sales Tax	33,767.75	8,721.87	-	-	-	42,489.62
Disconnect Fees	300.00	-	-	-	-	300.00
Returned Transaction Fees	420.00	-	-	-	-	420.00
Customer Relocation Fees	-	-	-	-	250.00	250.00
Trash Stickers	-	-	-	2,211.00	-	2,211.00
UTILITY COLLECTIONS	1,221,667.63	309,571.54	238,535.74	69,806.56	250.00	1,839,831.47
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,221,667.63	309,571.54	238,535.74	69,806.56	250.00	1,839,831.47
Business/Contractor Licenses	-	-	-	-	11,727.50	11,727.50
Event Fees/Misc. Charges	30.00	-	-	-	-	30.00
NON-UTILITY COLLECTIONS	30.00	-	-	-	11,727.50	11,757.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	858.20
Cash in bank	-	-	-	-	-	1,852,447.17
Missouri Sales Tax payment	(33,767.75)	(8,721.87)	-	-	-	(42,489.62)
TO CITY TREASURER					\$	1,809,957.55

Respectfully Submitted,



City Collector



CITY CLERK'S REPORT FOR THE MONTH OF DECEMBER, 2024

ELECTRIC

Sale of Merchandise	0.00	
Pole Rental	24,320.55	
Electric Meters	0.00	
Electric Service Lines	0.00	
Returned Check Fees	0.00	
URD Services	0.00	
Sales Tax Commission	838.28	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		25,158.83

WATER & SEWER

WATER

Water Taps & Water Meters	1,035.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		1,035.00

WASTEWATER

Wastewater Miscellaneous	0.00	
Industrial Discharge Permit	<u>0.00</u>	
TOTAL		-

GENERAL REVENUE

Building Permits	578.70	
Electric Permits	220.00	
Gas Permits	80.00	
Plumbing/Sewer Permits	260.00	
Sewer Tap Permits	0.00	
Public Hearing & Plat Recording	238.00	
Stormwater Review Fees	100.00	
Street Repair or Mowing	0.00	
Gas Franchise	10,362.01	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	490.20	
Telephone Franchise Fees	7,245.04	
Fire Cost Recovery	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,216.70	
Health Insurance Reimbursement	35.72	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		20,826.37

LANDFILL

Refuse Collections	160.00	
Recyclables	8,107.07	
E-Cycle TV/Monitor Fees	0.00	
Royalties	<u>0.00</u>	
TOTAL		8,267.07

CEMETERY

Sale of Lots	1,000.00	
Sale of Niches	0.00	
Grave Openings	3,925.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		4,925.00

PARK

Misc. Park Rentals	100.00	
Rent - Howard St. House	1,537.50	
Ballfield Rentals	0.00	
Pavilion Rentals	<u>0.00</u>	
TOTAL		1,637.50

PARK FOUNDATION

Donations	85,150.00	
Civic Center Donations	<u>0.00</u>	
TOTAL		85,150.00

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	0.00	
Swimming Pool Gate Receipts	0.00	
Basketball Entry Fees	5,360.00	
Basketball Sponsor Fees	1,200.00	
Softball Entry Fees	0.00	
Softball Sponsor Fees	0.00	
Softball Tournament Fees	0.00	
Volleyball Entry Fees	0.00	
Reimb./Donations/Special Events	75.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	0.00	
Soccer Allstar	0.00	
Soccer Sponsor	<u>0.00</u>	
TOTAL		6,635.00

STORMWATER MAINTENANCE FUND

Stormwater Credit	0.00	
Stormwater Maintenance	<u>45.64</u>	
TOTAL		45.64

TRUST & AGENCY

July 4th Receipts	0.00	
Farmers Market Fees	<u>0.00</u>	
TOTAL		-

HEALTH INSURANCE FUND

Health Insurance Reimbursement	<u>2,081.45</u>	
TOTAL		2,081.45

INMATE SECURITY FUND

Inmate Security Court Costs	<u>0.00</u>	
TOTAL		-

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension	<u>1,029.75</u>	
TOTAL		1,029.75

RECREATIONAL SALES TAX FUND

Civic Center Rentals	10,530.01	
Civic Center Programs	0.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	1,822.00	
Civic Center Concessions	<u>276.25</u>	
TOTAL		12,628.26

CDBG

CDBG - CDBG Rev	<u>207,062.00</u>	
TOTAL		207,062.00

REPORT TOTAL 376,481.87

Water & Light Deposit Accounts

DECEMBER, 2024

Beginning Balance December 1, 2024:	\$266,707.77
TOTAL DEPOSITS	\$10,783.40
TOTAL REFUNDS	\$11,653.40
Ending Balance December 31, 2024:	\$265,837.77

Balance Consists of :

Checking Account for US Bank	\$55,837.77
Investments	\$210,000.00
	\$265,837.77

CITY TREASURER'S REPORT FOR DECEMBER 2024

Item 5.

FUND	FUND BALANCES 12-01-2024	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 12-31-2024	INVESTMENTS	CASH BALANCE 12-31-2024
ELECTRIC FUNDS							
Operation & Maintenance	-	1,222,146.99	(71,045.54)	1,151,101.45	-	-	-
Electric Surplus Fund	4,029,670.96	-	47,232.94	8,083.70	4,068,820.20	1,155,000.00	2,913,820.20
Electric Capital Projects Fund	3,437,557.80	-	-	-	3,437,557.80	3,430,000.00	7,557.80
WATER & SEWER FUNDS							
Water Operation & Maint.	-	303,813.85	(200,659.58)	103,154.27	-	-	-
Water & Sewer Revenue Bond Fund	157,195.00	-	-	127,969.26	29,225.74	-	29,225.74
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	11,770,440.46	-	351,410.01	24,021.15	12,097,829.32	9,467,000.00	2,630,829.32
Water Replacement Fund	798,661.50	-	-	-	798,661.50	725,000.00	73,661.50
Wastewater Operation & Maint.	-	238,642.28	(171,699.15)	66,943.13	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23	902,000.00	160,497.23
W & S Construction Fund	3,254,557.39	-	-	5,556.25	3,249,001.14	2,250,000.00	999,001.14
General Revenue Fund	970,736.08	1,141,526.41	412,202.28	614,610.55	1,909,854.22	965,000.00	944,854.22
Landfill Fund	741,015.42	78,107.08	(7,106.77)	47,766.43	764,249.30	610,000.00	154,249.30
Cemetery Fund	988,045.94	147,084.65	(4,988.99)	114,338.75	1,015,802.85	870,000.00	145,802.85
City Park Fund	17,558.20	232,655.66	(5,429.57)	35,469.61	209,314.68	-	209,314.68
Public Park Foundation Fund	130,934.77	85,150.00	-	610.00	215,474.77	130,000.00	85,474.77
Recreational Development Fund	40,332.34	6,635.00	-	3,590.24	43,377.10	-	43,377.10
Band Fund	-	142,159.65	-	106,963.65	35,196.00	-	35,196.00
ARPA Fund	1,365,712.79	-	-	61,780.54	1,303,932.25	1,295,000.00	8,932.25
Road Use Tax Fund	1,163,166.03	77,351.80	-	297,967.99	942,549.84	754,000.00	188,549.84
Stormwater Maintenance Fund	311,845.20	45.64	-	-	311,890.84	268,000.00	43,890.84
Trust and Agency Fund	822,535.30	51,179.00	9,936.99	41,593.54	842,057.75	798,000.00	44,057.75
Health Insurance Fund	1,255,165.23	16,229.45	150,054.79	179,745.95	1,241,703.52	1,045,000.00	196,703.52
Inmate Security Fund	17,651.12	98.00	-	-	17,749.12	-	17,749.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	1,043,739.37	265,124.03	-	835.84	1,308,027.56	820,000.00	488,027.56
Transportation Capital Projects Fund	624,413.52	-	-	-	624,413.52	-	624,413.52
Sales Tax Fund	2,197,784.15	198,535.16	-	36,999.78	2,359,319.53	1,955,833.83	403,485.70
Recreation Sales Tax Fund	328,172.56	69,313.08	(807.07)	34,406.96	362,271.61	50,000.00	312,271.61
Public Safety Sales Tax Fund	242,609.00	97,714.59	(339,323.59)	-	1,000.00	-	1,000.00
Fire Protection Sales Tax Fund	124,214.94	48,894.81	(169,776.75)	-	3,333.00	-	3,333.00
Capital Projects Construction Fund	2,817,466.39	-	-	264,784.06	2,552,682.33	2,510,000.00	42,682.33
Economic Dev. Reserve Fund	931,369.03	-	-	-	931,369.03	850,000.00	81,369.03
CDBG Grant Fund	72,662.00	207,062.00	-	218,978.25	60,745.75	-	60,745.75
I-55 Corridor Special Alloc. Fund	2,317.69	-	-	-	2,317.69	-	2,317.69
TOTALS	40,833,644.48	4,629,469.13	-	3,547,271.35	41,915,842.26	30,959,833.82	10,956,008.44

Respectfully Submitted,

Angela Birk

Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	9,140,958.82
Collectors Account	1,809,957.55
Equitable Sharing Fund	3,617.07

TOTAL	10,956,008.44
-------	---------------

**CITY OF JACKSON, MISSOURI - SEMI-ANNUAL FINANCIAL STATEMENT
FOR THE PERIOD OF JULY 1, 2024, TO DECEMBER 31, 2024**

	FUND BALANCES 07-01-2024	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 12-31-2024
ELECTRIC FUNDS					
Operation & Maintenance	-	9,120,549.00	(1,994,667.60)	7,125,881.40	-
Electric Surplus Fund	2,386,829.01	-	1,861,272.44	179,281.25	4,068,820.20
Electric Capital Projects Fund	3,973,114.18	-	-	535,556.38	3,437,557.80
					-
WATER & SEWER FUNDS					
Water Operation & Maintenance	-	2,025,609.07	(1,415,495.90)	610,113.17	-
Water & Sewer Revenue Bond Fund	-	-	378,841.05	349,615.31	29,225.74
Water & Sewer Deprec. Reserve Fund	30,000.00	-	-	-	30,000.00
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00
Water & Sewer Surplus Fund	10,154,646.12	220,564.63	1,945,583.82	222,965.25	12,097,829.32
Water Replacement Fund	777,600.98	-	21,060.52	-	798,661.50
Wastewater Operation & Maint.	-	1,461,152.53	(1,068,663.63)	392,488.90	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23
Water & Sewer Construction Fund	3,893,216.70	2,995.77	-	647,211.33	3,249,001.14
General Revenue Fund	3,924,517.10	1,503,261.87	424,623.33	3,942,548.08	1,909,854.22
Landfill Fund	653,884.65	461,809.43	(40,340.84)	311,103.94	764,249.30
Cemetery Fund	1,047,674.04	193,737.49	(31,665.62)	193,943.06	1,015,802.85
City Park Fund	261,656.84	248,987.93	(37,456.64)	263,873.45	209,314.68
Public Park Foundation Fund	280,933.14	101,086.00	-	166,544.37	215,474.77
Recreational Development Fund	122,276.68	80,923.02	(52.99)	159,769.61	43,377.10
Band Fund	-	145,187.49	-	109,991.49	35,196.00
ARPA Fund	1,730,399.54	52,698.55	(20,652.31)	458,513.53	1,303,932.25
Road Use Fund	818,491.43	451,536.38	-	327,477.97	942,549.84
Stormwater Maintenance Fund	297,250.16	14,654.44	-	13.76	311,890.84
Trust and Agency Fund	855,502.82	192,889.67	102,136.97	308,471.71	842,057.75
Health Insurance Fund	1,356,918.69	143,670.97	896,358.84	1,155,244.98	1,241,703.52
Inmate Security Fund	17,109.12	640.00	-	-	17,749.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07
Transportation Sales Tax Fund	605,054.94	922,724.43	-	219,751.81	1,308,027.56
Transportation Capital Projects Fund	641,384.53	24,383.45	-	41,354.46	624,413.52
Sales Tax Fund	1,141,826.23	1,567,145.33	94,561.01	444,213.04	2,359,319.53
Recreation Sales Tax Fund	112,875.22	442,135.90	(4,940.09)	187,799.42	362,271.61
Public Safety Sales Tax Fund	1,000.00	740,196.86	(740,196.86)	-	1,000.00
Fire Protection Sales Tax Fund	3,333.00	370,305.50	(370,305.50)	-	3,333.00
Capital Projects Construction Fund	3,617,877.69	89,495.88	-	1,154,691.24	2,552,682.33
Economic Development Reserve Fund	886,598.78	44,770.25	-	-	931,369.03
CDBG Grant Fund	77,356.53	207,062.00	-	223,672.78	60,745.75
I-55 Corridor Special Allocation Fund	2,317.69	-	-	-	2,317.69
	40,817,760.11	20,830,173.84	(0.00)	19,732,091.69	41,915,842.26
<u>OUTSTANDING INDEBTEDNESS:</u>					
Waterworks & Sewerage-2016	2,170,000.00		Cash on Hand		1,475.00
Lease/Purchase Series 2015	100,000.00		General Account		40,100,792.64
Waterworks & Sewerage-COPS 2013	470,000.00		Collector's Account		1,809,957.55
Waterworks & Sewerage-2019	2,705,000.00		Equitable Sharing Fund		3,617.07
Waterworks & Sewerage-2023	3,340,000.00				
	8,785,000.00		TOTAL		41,915,842.26

I, Angela Birk, City Clerk and Treasurer of the City of Jackson, Missouri, do hereby certify that the above statement of receipts and disbursements of the various funds of the said City of Jackson, Missouri, for the six month period ending December 31, 2024, and the financial conditions thereof on said date are true and correct as shown by the records of said City.
IN WITNESS THEREOF, I have unto set my hand affixed the seal of the City of Jackson, Missouri, this 21st day of January, 2025. Respectfully submitted, Angela Birk, City Clerk/Treasurer

Angela Birk

BILL NO. 25-____

ORDINANCE NO. 25-____

AN ORDINANCE AMENDING CHAPTER 13, ARTICLE I, SECTION 13-3, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO FRANCHISE FEES; 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 13, Article I, Section 13-3, of the Code of Ordinances of the City of Jackson, Missouri is hereby **amended** to read as follows:

“Sec. 13-3. Franchise fee.

Pursuant to section 67.2689 of the Revised Statutes of Missouri, and as partial compensation for use of the city's public rights-of-way, each video service provider or other person providing cable services or video services within the city shall pay to the city a fee representing a percentage of the gross revenues from such video service provider in the geographic area of the city, as follows:

- a) beginning August 28, 2024, four (4) percent;
- b) beginning August 28, 2025, three and one-half (3 ½) percent;
- c) beginning August 28, 2026, three (3) percent;
- d) beginning August 28, 2027, and continuing thereafter, two and one-half (2 ½) percent.

Such payment shall be made as required by section 67.2689 of the Revised Statutes of Missouri. The city shall have the right to audit any video service provider as authorized by section 67.2691 of the Revised Statutes of Missouri. Late payments shall accrue interest due to the city compounded monthly at one and one-half (1½) percent or such other maximum rate as may be established by law.”

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

Section 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

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

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

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

FIRST READING: January 21, 2025.

SECOND READING: January 21, 2025.

PASSED AND APPROVED this 21st day of January, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. 25-___

ORDINANCE NO. 25-___

AN ORDINANCE AMENDING CHAPTER 59, ARTICLE VI OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO SALES TAX; 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 59, Article VI, Section 59-153, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **added** to read as follows:

“Sec. 59-153. Fire protection sales tax—Imposition.

- (a) Pursuant to the authority granted by this state and the citizens of this city, there is hereby imposed a tax for fire protection purposes on all sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail to the extent and in the manner provided by state law. The rate of tax shall be one-quarter (1/4) of one (1) percent on the receipts from sale at retail of all tangible personal property or taxable services at retail within the limits of the city. Said tax shall be collected pursuant to Missouri law as made and provided.
- (b) All money received by the city as a result of the imposition of this fire protection sales tax shall be deposited in a special fund to be known as the fire protection sales tax fund. All monies in said fund shall be appropriated and disbursed only for fire protection purposes as prescribed by applicable state law.”

Section 2. That Chapter 59, Article VI, Section 59-154, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **added** to read as follows:

“Sec. 59-154. Park improvements and operations sales tax—Imposition.

- (a) Pursuant to the authority granted by this state and the citizens of this city, there is hereby imposed a tax for park improvements and operations purposes on all sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail to the extent and in the manner provided by state law. The rate of tax shall be one-quarter (1/4) of one (1) percent on the receipts from sale at retail of all tangible personal property or taxable services at retail within the limits of the city. Said tax shall be collected pursuant to Missouri law as made and provided.

- (b) All money received by the city as a result of the imposition of this park improvements and operations sales tax shall be deposited in a special fund to be known as the park improvements and operations sales tax fund. All monies in said fund shall be appropriated and disbursed only for the purpose of funding the operation and maintenance of the donated community center building and funding other local park improvements and operations purposes as prescribed by applicable state law."

Section 3. That Chapter 59, Article VI, Section 59-155, of the Code of Ordinances of the City of Jackson, Missouri, is hereby **added** to read as follows:

"Sec. 59-155. Public safety sales tax—Imposition.

- (a) Pursuant to the authority granted by this state and the citizens of this city, there is hereby imposed a tax for public safety purposes on all sellers for the privilege of engaging in the business of selling tangible personal property or rendering taxable services at retail to the extent and in the manner provided by state law. The rate of tax shall be one-half (1/2) of one (1) percent on the receipts from sale at retail of all tangible personal property or taxable services at retail within the limits of the city. Said tax shall be collected pursuant to Missouri law as made and provided.
- (b) All money received by the city as a result of the imposition of this public safety sales tax shall be deposited in a special fund to be known as the public safety sales tax fund. All monies in said fund shall be appropriated and disbursed only for public safety purposes as prescribed by applicable state law."

Section 4. 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 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: January 21, 2025.

SECOND READING: January 21, 2025.

PASSED AND APPROVED this 21st day of January, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ADDENDUM RENEWING A MASTER SERVICES AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *BURNS & MCDONNELL ENGINEERING COMPANY, INC., OF KANSAS CITY, MISSOURI*, RELATIVE TO PROVIDING ENGINEERING SERVICES; 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 a master services agreement, hereinafter referred to as “addendum” 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.

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 attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Burns & McDonell Engineering Company Inc., of Kansas City, 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 addendum.

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

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: January 21, 2025.

SECOND READING: January 21, 2025.

PASSED AND APPROVED this 21st day of January, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



January 16, 2024

Don Schuette
Director of Electric Utilities
City of Jackson
101 Court Street
Jackson, MO 63755

Re: Proposal for 2025 Electric Utility Rate Study

Dear Mr. Schuette

1898 & Co.®, a part of Burns & McDonnell, is pleased to submit this proposal to the City of Jackson (the City) to provide the 2025 Electric Utility Rate Study (Rate Study). Our team is prepared to assist the City by providing the support necessary to make this project successful. The sections below outline the proposed scope, schedule, and cost for supporting the needs of the City.

I would like to thank you for the opportunity to continue to provide professional consulting services to the City of Jackson. Please do not hesitate to contact me directly with any questions you may have. We look forward to working with you!

Sincerely,

A handwritten signature in black ink, appearing to read 'Adam Young', is written in a cursive style.

Adam Young
Director



Scope of Services

1898 & Co. proposes to provide the consulting services necessary to conduct the 2025 Electric Rate Study for the City. The scope of services and deliverables described herein are similar to those provided to the City in 2020. The tasks included in our scope of services are described below.

Task 1 - Initiate Project:

1898 & Co. will prepare and submit a data request to the City. The requested data is intended to address relevant financial and operating information including most recently approved budgets, capital improvement plans, billing data, revenues, operation and maintenance expenses, system operating information, and annual financial reports.

1898 & Co. will initiate the project by conducting a project kick-off meeting by conference call (Microsoft Teams or Zoom). This meeting will provide the opportunity for 1898 & Co. to discuss the forecast update with key utility staff. It will also allow 1898 & Co. and the City to review the project approach, the various issues to be addressed, and the initial data and information requested.

Task 2 - Update Financial Forecast Model:

The objective of Task 2 is to prepare an updated financial forecast that demonstrates the City's plan to fund its operating and capital requirements, complies with financial management policies, and provides a defensible and implementable plan for the City to move forward for the next 5 years.

Using the same financial forecast and cost of service model used in 2020, 1898 & Co. will develop an updated forecast of electric utility cash flows to determine a baseline updated forecast. The cash flow analysis will indicate the level of annual revenue adjustments required to fund operating and capital requirements and meet financial targets such as reserves levels and debt coverage ratios, as applicable.

Task 3 - Update Cost of Service:

The objective of Task 3 is to update the cost of service analysis that was developed in the previous Electric Utility Rate Study. 1898 & Co. will update the cost functionalization and classification of the utility system's costs. 1898 & Co. will update allocation factors based on recent data and assumptions, as appropriate.

Information for the test year revenue requirement will be utilized in the cost of service analysis. We will update the assignment of the cost components of the revenue requirement to functional service areas, e.g. production, transmission, distribution, customer service, etc., as necessary. We will also review and update amounts included in the test year revenue requirement for each component of revenue or expense classified as or assigned to various functional services. The classified test year revenue requirement will then be summarized by functional service.

1898 & Co. will conduct a project review meeting by conference call with City staff to review and discuss the preliminary cost of service analysis results. Any revisions to the assumptions used in the cost of service analysis will be agreed upon for purposes of finalizing the analysis. In addition, guidance will be obtained from the City as to any adjustments to the cost recovery to be provided by each rate classification prior to beginning Task 4 of the Study.

Task 4 - Rate Review and Update:

1898 & Co. will review the adequacy of the existing classes' rates and determine if adjustments to existing rates are required. 1898 & Co. will update rates as needed and prepare an estimate of revenues at the



proposed rates. 1898 & Co. will also complete typical bill calculations for each customer class's rates. Typical monthly bill calculations for each customer class will demonstrate the impact the proposed rates could have on customers' monthly bills.

Task 5 - Rate and Comparison:

1898 & Co. will prepare typical monthly bills for Ameren and Citizens Electric rate classes that compare to Jackson's existing rate classes. The typical bills will be compared to the typical bills under the existing and proposed rates.

Task 6 - Preparation of Study Report:

1898 & Co. will summarize the Rate Study results in a preliminary summary report for review by City staff. The summary report will include recommendations, a description of the analysis completed and identification of the key inputs, assumptions, methodology, and results of the update. 1898 & Co. will confer with City staff regarding the draft report, and revise as appropriate. A final report will be submitted to the City incorporating comments and edits received. 1898 & Co. will deliver the updated model to the City at the end of the study.

Task 7 - City Council Presentation:

1898 & Co. will prepare a presentation of the Rate Study results similar to that provided and presented to the City Council in 2020. The project manager will travel to the City of Jackson and present the results of the Rate Study to the City Council.

General Assumptions

- 1898 & Co. assumes that services described herein will be completed in 2025. Should work be required in other years, costs are subject to change accordingly.
- 1898 & Co. will rely upon data, budgets, and projections provided by the City for use in the Rate Study. 1898 & Co. will not independently verify the accuracy of the data provided.
- This Study does not include the development of new rate designs such as time of use rates, electric vehicle (EV) rates, or solar rates. These or other alternative rates can be developed as a separate scope if desired.

Responsibilities of Client

- Provide historical detailed financials, billing data, and other data request items in Microsoft Excel similar to that data provided in 2020.
- Provide budgets including but not limited to power supply budgets and projections, operating expense budgets, and capital plans in Microsoft Excel similar to that data provided in 2020.
- Review and provide input into draft and final results of the Study through the project as requested by 1898 & Co.



Timeline

1898 & Co. will submit a data request to the City the first week of January 2025. It is assumed notice to proceed and study data would be provided to 1898 & Co. on January 22, 2025. Preliminary rate recommendations will be provided to the City staff by April 15, 2025. The report and draft presentation will be provided to the City before May 1, 2025. 1898 & Co. will attend and present the results of the Study at the May or June City Council meeting. 1898 & Co. is willing to work with the City to adjust the schedule to meet its timeline requirements.

Compensation

1898 & Co. will complete the scope of services described above for a lump sum fee of \$37,000. The fee covers our fees on labor charges and expenses incurred in completion of the project. Virtual meetings via conference call and/or web conference include the project kick-off meeting, financial forecast review, proposed rates review, and draft presentation review. Included in the fee are costs for both the draft and final report of our findings to the City. The report will be provided in electronic format only. Travel expenses for one trip to Jackson, MO to present the results of the Electric Rate Study are included within the fee. If while completing the work, the City and 1898 & Co. agree to modifications to the scope, 1898 & Co. reserves the right to adjust the fee up or down as appropriate and agreed upon by both parties. 1898 & Co. will invoice the City monthly on a percent complete basis.

Terms and Conditions

1898 & Co. proposes that all services will be performed under the amended masters services agreement between Burns & McDonnell Engineering Inc. and the City.

Validity

The costs and schedule shown herein are valid for 60 days from the date of this, after which each is subject to change.

Acceptance

If this proposal is acceptable, please sign in the signature block below. Once signed, please return a scanned copy of the complete package to me for our file.

[SIGNATURE PAGE FOLLOWS]



ACCEPTED:
CITY OF JACKSON, MISSOURI

Signature

Name

Title

Date

**CITY OF JACKSON, MISSOURI
CITY PARKS MOWING AND TRIMMING SERVICES PROGRAM
BID SHEET**

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

ROCKHILL & SONS proposes to furnish all labor, equipment, and materials for the CITY PARKS MOWING AND TRIMMING SERVICES PROGRAM and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BASE BIDS:

\$ 375.00 per mowing (19 acres) and trimming (41 acres) event in Brookside Park

\$ 450.00 per trimming (96 acres) event in Jackson City Park

\$ 295.00 per mowing and trimming (21 acres) event in Football Park

\$ 625.00 per mowing and trimming (40 acres) event in Litz Park

\$ 775.00 per mowing and trimming (39 acres) event at the Jackson Civic Center and City Sites

\$ _____ per trimming (30 acres) event in Jackson City Cemeteries

The undersigned, an authorized agent of his/her 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 12-19, 2024.

Name of company: Kevin Rockhill

Business address: 1102 S Shawnee Blvd

Phone number: 573-450-2652

E-mail address: Jonathanrockhill@yahoo.com

Kevin Rockhill

Signature of Contractor's Authorized Representative

Kevin Rockhill
Printed Name of Contractor's Authorized Representative

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *ROCKHILL & SONS, OF JACKSON, MISSOURI*, RELATIVE TO THE *MOWING AND TRIMMING SERVICES PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Rockhill & Sons, of Jackson, 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: January 21, 2025.

SECOND READING: January 21, 2025.

PASSED AND APPROVED this 21st day of January, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of _____, 20_____, by and between the **CITY OF JACKSON, MISSOURI**, Owner of the Project, hereinafter referred to as “**City**”, and **ROCKHILL & SONS** hereinafter referred to as “**Contractor**,” in connection with that work or improvement known as the City Parks Mowing and Trimming Services Program.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. _____ has awarded the Contractor the Contract for the amounts named in the proposal/bid from the Contractor dated December 19, 2024, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project include the Notice to Bid, Bid specifications, Exhibits and Bid Sheet, all attached to this document, are incorporated herein and shall describe this Project. Nothing herein shall modify said Contract Documents. 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 that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- 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

\$375.00 (Three hundred seventy-five dollars) per mowing and trimming event in Brookside Park
 \$450.00 (Four hundred fifty dollars) per trimming event in the Jackson City Park
 \$295.00 (Two hundred ninety-five dollars) per mowing and trimming event in the Football Park
 \$625.00 (Six hundred twenty-five dollars) per mowing and trimming event in Litz Park
 \$775.00 (Seven hundred seventy-five dollars) per mowing and trimming event at the Jackson Civic Center and City Sites

more fully described in the Contract Documents. All provisions regarding retention, security in lieu of retention, and liquidated damages are fully set forth in the Contract Documents.

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

Dwain Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

CONTRACTOR:

Rockhill & Sons
Contractor Name



Signature

Henry Rosewell

Printed Name

Owner
Title

ATTEST:

Signature

Printed Name

Title

Address:

1102 S. Shawnee Blvd.

Jackson, MO 63755

**CITY OF JACKSON, MISSOURI
MOWING AND TRIMMING SERVICES PROGRAM
SPECIFICATIONS & PROPOSAL DOCUMENTS**

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

PURPOSE AND SCOPE OF WORK: The purpose of this program is to provide standard periodic mowing and trimming services for public park lands, cemeteries and various City-owned sites for three consecutive years (2025, 2026, and 2027). The contractor shall furnish all labor, equipment, fuel, transportation, and materials necessary to fulfill the terms of the program. Mowing and trimming services may extend into November. The contractor will be directed by the Parks & Recreation Director when mowing will conclude for the season.

- Grass shall be mowed to a height of no more than 4", unless otherwise specified.
- Before the work will be considered complete, all rubbish/clippings due to the mowing and trimming must be removed from streets, trails, sidewalks, and other paved surfaces to the satisfaction of the Parks & Recreation Director, or the Director's designee.
- The contractor shall schedule the mowing and trimming services and submit a monthly schedule to the Parks & Recreation Director, or the Director's designee for approval.
- The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.
- Contractor vehicles and trailers shall be parked along the roadway or in a parking lot. Vehicles and trailer should not be parked in the grass.
- Occasionally, park lands and/or city sites may not need mowing or weed eating due to weather conditions. These exceptions will be at the sole discretion of the Parks & Recreation Director, or the Director's designee.

PROGRAM LOCATIONS: The following is a list of the parks, cemeteries and city sites to be serviced under this program, including their approximate acreage.

- A. Brookside Park – 19 acres mowing; 41 acres trimming
- B. Jackson City Park – 96 acres trimming only
- C. Jackson Football Park – 21 acres mowing and trimming
- D. Litz Park – 40 acres mowing and trimming
- E. Civic Center and City Sites – 39 acres mowing and trimming
- F. Cemeteries – 30 acres trimming only

NOTE: The park acreage listed above and on the exhibit maps are estimates only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

PROPOSAL PRICES: All proposals prices shall be "per mowing/trimming event" for each site serviced under this program.

DURATION OF CONTRACT: The duration of the contract shall run annually from April 1 through November 30 for three consecutive years - 2025, 2026, and 2027. However, the city reserves the right to suspend mowing and trimming cycles in situations of drought or extreme rainfall/flooding.

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 the Contractor for any certain period of time. In addition, the City shall not be liable for damages to the Contractor in the event that the City does not use any services proposed herein.

REQUIRED INSURANCE: Successful Contractor must furnish proof of public liability, property damage, and workmen's compensation insurance. Minimum amounts for public liability and property damage shall be \$1,000,000 per occurrence and \$2,000,000 aggregate. Minimum amount for worker's compensation insurance shall be \$1,000,000.00. Automobile liability shall be included with a minimum amount of \$1,000,000.00. Insufficient or lapsed insurance coverage at any time will be good cause for termination of this agreement, at which time the contract may be awarded to the next lowest bidder.

To the fullest extent permitted by law, Contractor 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 services provided 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 Contractor its officers, agents and volunteers, or anyone directly or indirectly employed or hired by the Contractor or anyone for whose acts the Contractor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

All coverage shall be on an "occurrence" basis and not "claims made." An endorsement on the required form supplied by the Owner naming the Owner as an additional insured shall also be required.

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.

TERMINATION: The City reserves the right to terminate work with the contractor at any time for any reason.

INVOICES AND PAYMENT: Invoices shall be submitted by the contractor according to the schedule provided by the City.

PERMITS AND LICENSES: The contractor shall, at his 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: The contractor shall at all times observe and comply with all Federal and State Law and regulations and all 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.

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

CONTRACTOR'S UNDERSTANDING: It is understood and agreed that the contractor has, by careful examination, satisfied himself/herself as to the nature and location of the work, the confirmation of the ground, 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: The contractor shall provide appropriate traffic control devices when working within any street right of way. Reasonable care shall be taken when working in the vicinity of people, vehicles, buildings, and property. The contractor shall cease mowing when visitors are in the close proximity to mowing and trimming equipment, and continue only when people or vehicles have clearly moved a safe distance from the mowing area.

QUALIFICATIONS: To ensure a high-quality level of operations during this program, Bidders must demonstrate minimum experience and qualifications. Upon request, bidders must provide evidence of experience in successfully operating and managing this type of business.

EXHIBIT INDEX

EXHIBIT A – Brookside Park Mowing and Trimming Description and Map

EXHIBIT B – Jackson City Park Trimming Description and Map

EXHIBIT C – Jackson Football Park Mowing and Trimming Description and Map

EXHIBIT D – Litz Park Mowing and Trimming Description and Map

EXHIBIT E – Jackson Civic Center and City Sites Mowing and Trimming Description and Map

EXHIBIT F – City Cemeteries Trimming Description and Map

EXHIBIT A

Brookside Park

Mowing and Trimming Description

Beginning the first week in April and ending sometime in November, the contractor shall provide weekly or bi-weekly (every two weeks) mowing and trimming services to Brookside Park, located on Veterans Memorial Drive, and totaling 19 acres, as illustrated on the accompanying location map. The park shall be serviced with Parks & Recreation Director-approved mowing and trimming equipment to the approximate height of 4 inches. The general appearance of the site shall be comparable to that of the City Park.

The contractor shall provide mowing services for 19 acres located on the east side of the Veterans Memorial. The contractor shall also provide trimming services for the entire 41 acres of park land. Mowing and trimming service shall be weekly during the months of May and June, and other months shall be as specified by the Director, or the Director's designee. Also included in the base bid for this site is trimming along Hubble Creek, and edging along the Hubble Creek Recreation Trail between East Independence Street and Sunset Drive.

NOTE: The park acreage listed on the exhibit map is an **estimate** only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

All mowing and trimming service schedules shall be approved by the Director. The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.

The contractor must be responsive to city communications via phone, text, email, or in person. Unresponsiveness to communications with the Director may be grounds for contract termination.

The City shall pay the contractor per agreed terms for a three (3) year contract for the years 2025, 2026, and 2027.

The City reserves the right to negotiate with contractor to mow and trim additional sites.

BASE BID: The base bid is for bi-weekly mowing services for only 19 acres and trimming services for the entire 41 acres of land in Brookside Park.

Exhibit A - Brookside Park



Brookside Park Mowing Map



Brookside Park Trimming Map

EXHIBIT B

Jackson City Park Trimming Description

Beginning the first week in April and ending sometime in November, the contractor shall provide bi-weekly (every two weeks) trimming services to the Jackson City Park, containing approximately 97 acres and illustrated on accompanying location map. The contractor shall remove grass clippings from all pavilions, streets, sidewalks, recreation trails, parking lots, and other paved areas, as necessary. All areas shall be trimmed with Parks & Recreation Director-approved trimming equipment. Trimming services shall be suspended temporarily for park patrons and park activities. Trimming days and times shall be Monday through Friday, from 6:00 A.M. to 6:00 P.M. only. No trimming services shall be done on weekends or holidays.

NOTE: The park acreage listed is an **estimate** only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

All trimming service schedules shall be approved by the Director, or the Director's designee. The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.

The contractor must be responsive to city communications via phone, text, email, or in person. Unresponsiveness to communications with the Director may be grounds for contract termination.

The City shall pay the contractor per agreed terms for a three (3) year contract for the years 2025, 2026, and 2027.

The City reserves the right to negotiate with contractor to mow and trim additional sites.

BASE BID: The base bid is for bi-weekly trimming services only to the Jackson City Park (97 acres).

EXHIBIT B – City Park



EXHIBIT C

Jackson Football Park

Mowing and Trimming Description

Beginning the first week in April and ending sometime in November, the contractor shall provide weekly or bi-weekly (every two weeks) mowing and trimming services to the Jackson Football Park, containing 21 acres as illustrated on the accompanying location maps. The Football Park shall be serviced with Parks & Recreation Director-approved mowing and trimming equipment to the approximate height of 4 inches. The general appearance of the mowing sites shall be comparable to that of the City Park.

During the months of April, May, June, and July, mowing and trimming services shall be bi-weekly (every other week). During the months of August, September, and October, the service shall be weekly. The contractor shall provide service on the same day of each week, mowing on Monday, Tuesday, or Wednesday during the months of September and October. There shall be no weekend service in September and October.

Mowing and trimming services shall be suspended temporarily for park patrons and park activities. Trimming days and times shall be Monday through Friday, from 6:00 A.M. to 6:00 P.M. only. Trimming shall not be done on weekends or holidays.

NOTE: The park acreage listed on the exhibit map is an **estimate** only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

All mowing and trimming service schedules shall be approved by the Director, or the Director's designee. The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.

The contractor must be responsive to city communications via phone, text, email, or in person. Unresponsiveness to communications with the Director may be grounds for contract termination.

The City shall pay the contractor per agreed terms for a three (3) year contract for the years 2025, 2026, and 2027.

The City reserves the right to negotiate with contractor to mow and trim additional sites.

BASE BID: The base bid is for weekly or bi-weekly (every two weeks) mowing and trimming services to the Jackson Football Park (21 acres).



EXHIBIT C – Football Park

EXHIBIT D

Litz Park Mowing and Trimming Description

Beginning the first week in April and ending sometime in November, the contractor shall provide weekly or bi-weekly (every two weeks) mowing and trimming services to Litz Park, located on Vera Wagner Drive and Odus Drive, and totaling 40 acres, as illustrated on the accompanying location map. The park shall be serviced with Parks & Recreation Director-approved mowing and trimming equipment to the approximate height of 4 inches. The general appearance of the mowing sites shall be comparable to that of the City Park.

Mowing and trimming services shall be performed weekly during the months of May and June; and the frequency of mowing and trimming for all other months shall be determined by the Director.

NOTE: The park acreage listed on the exhibit map is an **estimate** only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

All mowing and trimming service schedules shall be approved by the Director. The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.

The contractor must be responsive to city communications via phone, text, email, or in person. Unresponsiveness to communications with the Director may be grounds for contract termination.

The City shall pay the contractor per agreed terms for a three (3) year contract for the years 2025, 2026, and 2027.

The City reserves the right to negotiate with contractor to mow and trim additional sites.

BASE BID: The base bid is for weekly or bi-weekly (every two weeks) mowing and trimming services to Litz Park (40 acres).



EXHIBIT D – Litz Park

EXHIBIT E

Jackson Civic Center and City Sites Mowing and Trimming Description

Beginning the first week in April and ending sometime in November, the contractor shall provide weekly or bi-weekly (every two weeks) mowing and trimming services to 7 City Sites, totaling 39 acres, as illustrated on the accompanying location maps. The 7 City Sites shall be serviced with Parks & Recreation Director-approved mowing and trimming equipment to the approximate height of 4 inches. The general appearance of the mowing sites shall be comparable to that of the City Park.

In addition, the Jackson Civic Center site (Site #7) shall be mowed and trimmed on a weekly basis beginning the first week in April and ending in November. The site is located at 381 East Deerwood Drive and contains approximately 28 acres, as illustrated on accompanying map. Also included in this site is edging the Hubble Creek Recreation Trail between Francis Drive and East Deerwood Drive.

NOTE: The park acreage listed on the exhibit map is an **estimate** only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

All mowing and trimming service schedules shall be approved by the Director, or the Director's designee. The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.

The contractor must be responsive to city communications via phone, text, email, or in person. Unresponsiveness to communications with the Director may be grounds for contract termination.

The City shall pay the contractor per agreed terms for a three (3) year contract for the years 2025, 2026, and 2027.

The City reserves the right to negotiate with contractor to mow and trim additional sites.

BASE BID: The base bid is for weekly or bi-weekly (every two weeks) mowing and trimming services to 7 City Sites (39 acres).

EXHIBIT E



#1. N. West Lane – Water Tower - 2.6 Acres



#2 W. Jackson Blvd & Hope St. – 5.73 Acres
Police & Fire Stations



#3 E. Jackson Blvd & S. Donna Dr - 1.7 Acres



#4 536 N. Hope St. - 0.15 Acre



#5 2448 S. Old Orchard Rd. – 1.24 Acres
Fire Station #2



#6 529 Eastview Ct - .43 Acre – Vacant Lot



#7 381 E. Deerwood Dr – Civic Center – 27.45 Acres

EXHIBIT G

Jackson City Cemeteries Trimming Description

Beginning the first week in April and ending sometime in November, the contractor shall provide bi-weekly (every two weeks) trimming services to the Jackson City Cemetery and Russell Heights cemetery, containing approximately 30 acres and illustrated on accompanying location map. The contractor shall remove grass clippings from all pavilions, streets, sidewalks, recreation trails, parking lots, and other paved areas, as necessary. All areas shall be trimmed with Parks & Recreation Director-approved trimming equipment. Trimming services shall be suspended temporarily for park patrons and park activities. Trimming days and times shall be Monday through Friday, from 6:00 A.M. to 6:00 P.M. only. No trimming services shall be done on weekends or holidays.

NOTE: The park acreage listed on the exhibit map is an **estimate** only. The actual acreage to be mowed shall be confirmed by each contractor before submitting a bid. The acreage listed on the map is simply to provide the contractors with the size of the overall parcel that could be mowed.

All trimming service schedules shall be approved by the Director, or the Director's designee. The contractor shall wear a reflective shirt or uniform bearing the company name during all mowing and trimming operations.

The contractor must be responsive to city communications via phone, text, email, or in person. Unresponsiveness to communications with the Director may be grounds for contract termination.

The City shall pay the contractor per agreed terms for a three (3) year contract for the years 2025, 2026, and 2027.

The City reserves the right to negotiate with contractor to mow and trim additional sites.

BASE BID: The base bid is for bi-weekly trimming services only to the Jackson City cemeteries (30 acres).

EXHIBIT G



435 S. Farmington Rd. - Russell Heights Cemetery

401 S. High St. – City Cemetery

**CITY OF JACKSON, MISSOURI
CITY PARKS MOWING AND TRIMMING SERVICES PROGRAM
BID SHEET**

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

Rockhill & Sons proposes to furnish all labor, equipment, and materials for the CITY PARKS MOWING AND TRIMMING SERVICES PROGRAM and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BASE BIDS:

\$ 375.00 per mowing (19 acres) and trimming (41 acres) event in Brookside Park

\$ 450.00 per trimming (96 acres) event in Jackson City Park

\$ 295.00 per mowing and trimming (21 acres) event in Football Park

\$ 625.00 per mowing and trimming (40 acres) event in Litz Park

\$ 775.00 per mowing and trimming (39 acres) event at the Jackson Civic Center and City Sites

\$ _____ per trimming (30 acres) event in Jackson City Cemeteries

The undersigned, an authorized agent of his/her 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 12-19, 2024.

Name of company: Kevin Rockhill

Business address: 1102 S Shawnee Blvd

Phone number: 573-450-2652

E-mail address: Jonathan.rockhill@yahoo.com

Kevin Rockhill

Signature of Contractor's Authorized Representative

Kevin Rockhill

Printed Name of Contractor's Authorized Representative

RESOLUTION NO. _____

RESOLUTION

A RESOLUTION RELATIVE TO VOLUNTARY ANNEXATION WITH ZONING
UNDER THE PROVISIONS OF SECTION 58-12

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have received a petition for voluntary annexation with zoning filed under the provisions of the City of Jackson, Missouri, Municipal Code Section 58-12; and,

WHEREAS, the voluntary annexation with zoning is for an area sought to be annexed by the City of Jackson, Missouri; and,

WHEREAS, the Mayor and Board of Aldermen believe it is in the best interests of the citizens of the City of Jackson, Missouri, to proceed with the annexation and zoning of said parcel of real estate.

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

Section 1. That there has been presented on the 21st day of January, 2025, to the Board of Aldermen of the City of Jackson, Missouri, a verified petition for annexation with zoning, signed by the owners of all fee interests of record, to-wit: MHRR, LLC, in the tract of real property located within the area described in said petition, which area is proposed to be annexed to the City of Jackson, Missouri, and which petition requests the annexation of such area into the city limits of the City of Jackson, Missouri; a copy of said petition is attached hereto and made a part hereof by reference as Exhibit A.

Section 2. No part of said real property sought to be annexed by the petition attached hereto is included in any incorporated municipality.

Section 3. That the real property described in the annexation petition attached hereto is contiguous to the existing corporate limits of the City of Jackson, Missouri.

Section 4. That, in accordance with the provisions of Section 58-12, a public hearing shall be held concerning this matter on the 18th day of February, 2025, at 6:00 p.m. at the City Hall in the City of Jackson, Missouri.

Section 5. That the City Clerk is hereby authorized and directed to cause a notice of such hearing to be published at least seven days prior to the date of the hearing in a newspaper of general circulation in Cape Girardeau County, Missouri, which is qualified to publish legal matters.

PASSED by the Board of Aldermen of the City of Jackson, Missouri, this 21st day of January, 2025, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

MEMO



TO: Mayor Hahs and Members of the Board of Aldermen
FROM: Larry Miller, Building & Planning Manager
DATE: January 16, 2025
SUBJECT: Bill proposing an Ordinance approving the Amended Plat of East Main Crossroads Commercial Subdivision, as submitted by Michael K. and Linda J. Haynes.

- This is a time sensitive issue and needs to be recorded as soon as possible
 - The East Main Crossroads Commercial Subdivision plat has already been approved and recorded. However, before closing, the buyer's attorney requested changes to the plat. These changes include:
 - A revision to the subdivision dedication to include:
 - A new 10-foot easement between Lot 2 and David Bumpus Properties LLC (Domino's Pizza)
 - A new 20-foot easement between Lot 1 and Lot 2.
 - Keyed notes added to the plat to indicate the locations of the easements.
 - The physical placement of the easements on the plat.

BILL NO. 25-__**ORDINANCE NO. 25-__**

AN ORDINANCE ACCEPTING THE AMENDED PLAT OF EAST MAIN CROSSROADS COMMERCIAL SUBDIVISION; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Michael K. and Linda J. Haynes, have platted East Main Crossroads Commercial Subdivision as located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the plat of East Main Crossroads Commercial Subdivision was accepted by Ordinance No. 24-59 on July 15, 2024; and

WHEREAS, the plat of East Main Crossroads Commercial Subdivision omitted a twenty (20) foot sewer and utility easement, and Koehler Professional Engineers & Land Surveyors has provided an amended plat with the easement included; and

WHEREAS, the developer has complied with all of the city ordinances and, in particular, Chapter 57 of the Code of Ordinances of the City of Jackson, Missouri.

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

Section 1. The Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the amended plat of East Main Crossroads Commercial Subdivision, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein.

Section 2. 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 amended plat.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said amended plat 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: January 21, 2025.

SECOND READING: January 21, 2025.

PASSED AND APPROVED this 21st day of January, 2025, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



SUBDIVISION APPLICATION FORM

City of Jackson, Missouri

NAME OF SUBDIVISION: East Main Crossroads Commercial Subdivision-Amended

DATE OF APPLICATION: 12-31-24

PROPERTY OWNERS: (all legal property owners exactly as listed on the deed)

Names, Addresses & Phone #s: Micheal K. and Linda J. Haynes
13275 Lakewood Dr.
Ste. Genevieve, MO 63670

CONTACT PERSON HANDLING APPLICATION:

Contact's Name: Susan Dodds

Contact's Mailing Address: 194 Coker Lane
Cape Girardeau, MO 63701

Contact's Phone: 573-335-3026

ENGINEER / SURVEYOR:

Company Name, Addresses & Phone #: Koehler Engineering and Land Surveying
194 Coker Lane
Cape Girardeau, MO 63701
573.335.3026

TYPE OF SUBDIVISION APPLICATION: (check all applicable items)

☐ Preliminary plat approval

☐ Final plat approval

☒ Minor subdivision approval

☐ Re-subdivision plat approval

LEGAL DESCRIPTION OF TRACT: (attach separate page if necessary)

ALL OF LOT NO. 2 OF HAYNES ESTATES THIRD, A SUBDIVISION RECORDED IN DOCUMENT NO. 2019-12095, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.

ZONING: Indicate the current zoning district classification of the entire tract to be developed (circle all that apply):

R-1 Single Family Residential
R-2 Single Family Residential
R-3 One and Two Family Residential
R-4 General Residential
MH-1 Mobile Home Park
CO-1 Enhanced Commercial Overlay

C-1 Local Commercial
C-2 General Commercial
C-3 Central Business District
C-4 Planned Commercial District
CO-1 Enhanced Commercial Overlay
I-1 Light Industrial
I-2 Heavy Industrial
I-3 Planned Industrial Park

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

OWNERS' SIGNATURES:

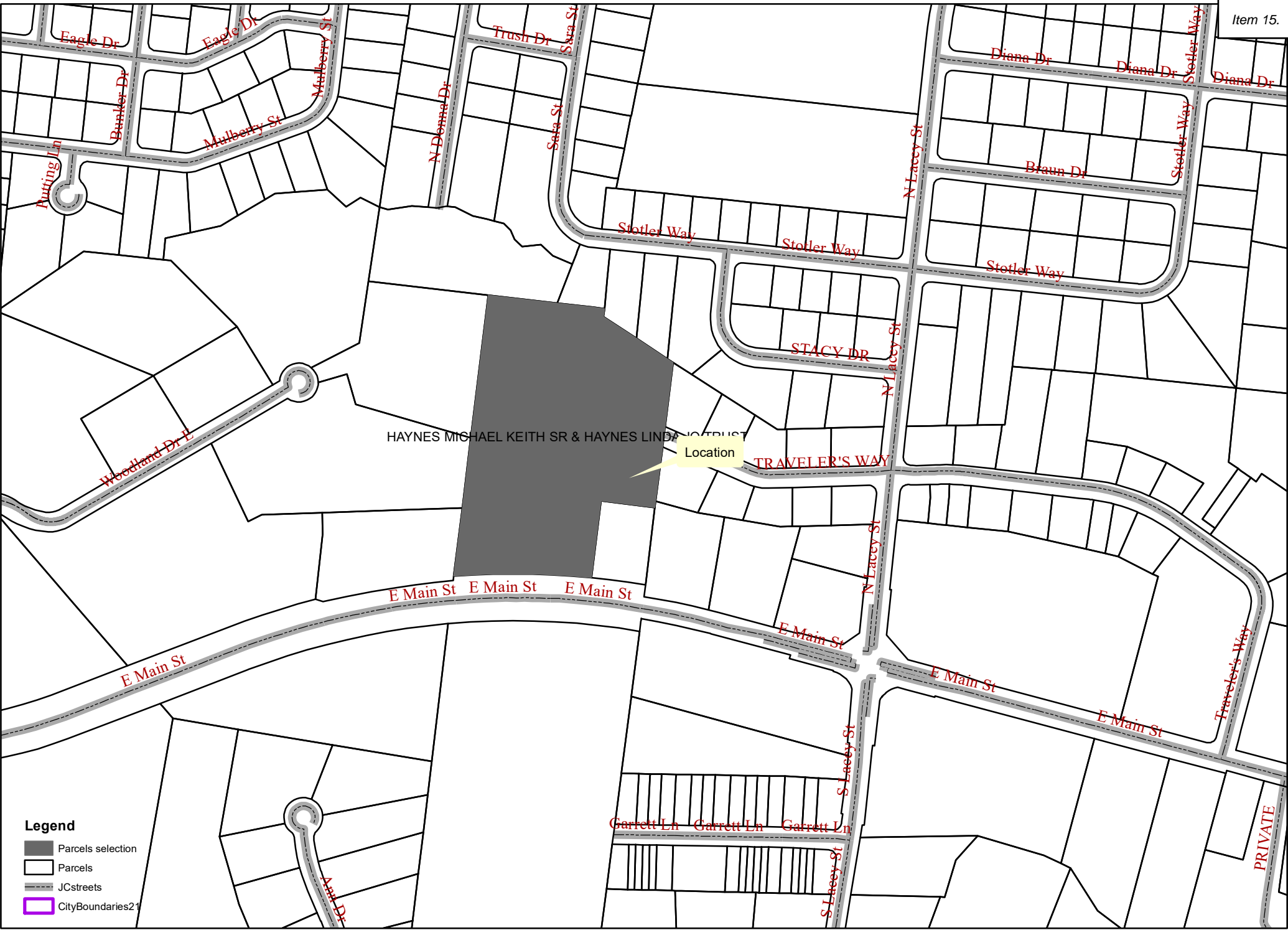
I state upon my oath that all of the information contained in this application is true. (Original signatures of all persons listed in Item No. 3)

Scott Hodder on behalf of Mike Haynes

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

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

Ph: 573-243-2300 ext. 29
Fax: 573-243-3322
Email: permits@jacksonmo.org



- Legend**
- Parcels selection
 - Parcels
 - JCstreets
 - CityBoundaries21

0 0.025 0.05 0.1 Miles

2216 E Main St

By : T Chaffin
Date : 5/24

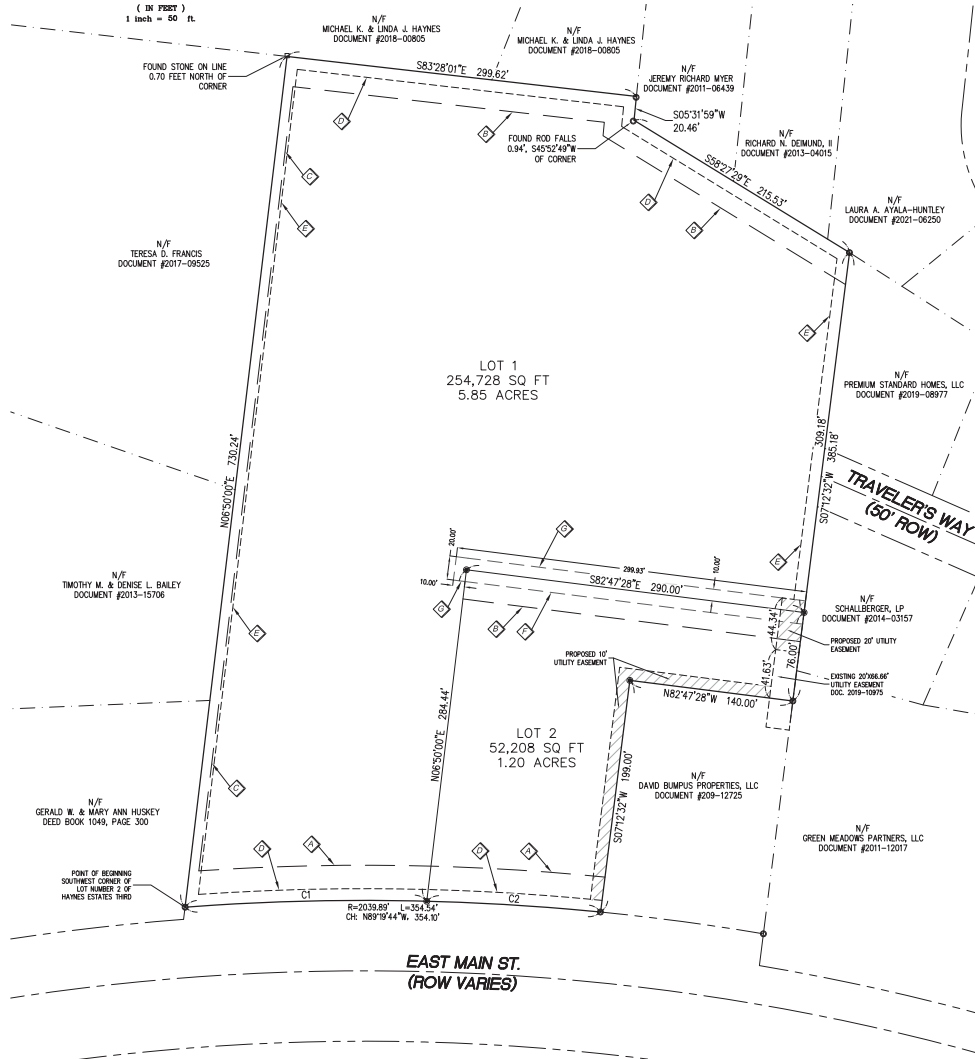
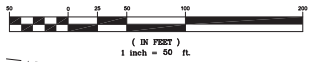
RECORD PLAT OF East Main Crossroads Commercial Subdivision - Amended

ALL OF LOT NUMBER 2 OF HAYNES ESTATES THIRD, A SUBDIVISION RECORDED IN DOCUMENT 2010-12005, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.



NORTH ORIENTATION FROM
MISSOURI STATE PLANE
COORDINATE SYSTEM

GRAPHIC SCALE



SUBDIVISION NOTES

ZONING DISTRICT REGULATIONS
THE SUBDIVISION IS ZONED
C-2 GENERAL COMMERCIAL DISTRICT

DETACHED SINGLE-FAMILY DWELLINGS SHALL BE ON A LOT HAVING AN AREA OF NOT LESS THAN EIGHT THOUSAND (8,000) SQUARE FEET AND A WIDTH AT THE FRONT LOT LINE OF NOT LESS THAN SEVENTY-FIVE (75) FEET.

ATTACHED SINGLE-FAMILY DWELLINGS SHALL BE ON A LOT HAVING AN AREA OF NOT LESS THAN FIVE THOUSAND (5,000) SQUARE FEET AND A WIDTH AT THE FRONT LOT LINE OF NOT LESS THAN FORTY (40) FEET. EXCEPT THAT PERSONS UNITS ATTACHED ON TWO (2) OR MORE SIDES SHALL HAVE A MINIMUM LOT AREA OF NOT LESS THAN TWO THOUSAND (2,000) SQUARE FEET AND A WIDTH AT THE FRONT LOT LINE OF NOT LESS THAN EIGHTEEN (18) FEET.

TWO-FAMILY DWELLINGS SHALL BE ON A LOT HAVING AN AREA OF NOT LESS THAN TEN THOUSAND (10,000) SQUARE FEET AND A WIDTH AT THE FRONT LOT LINE OF NOT LESS THAN SEVENTY-FIVE (75) FEET.

MULTIPLE-FAMILY DWELLINGS SHALL BE ON A LOT HAVING AN AREA OF NOT LESS THAN TWELVE THOUSAND FIVE HUNDRED (12,500) SQUARE FEET, WITH MINIMUM LOT AREA PER UNIT OF TWO THOUSAND FIVE HUNDRED (2,500) SQUARE FEET FOR EACH FIRST FLOOR UNIT AND ONE THOUSAND SEVEN HUNDRED FIFTY (1,750) SQUARE FEET FOR EACH UNIT ABOVE THE FIRST FLOOR AND A WIDTH AT THE FRONT LOT LINE OF NOT LESS THAN SEVENTY-FIVE (75) FEET.

ALL OTHER BUILDINGS SHALL BE ON A LOT HAVING AN AREA OF NOT LESS THAN FIVE THOUSAND (5,000) SQUARE FEET AND A WIDTH AT THE FRONT LOT LINE OF NOT LESS THAN FIFTY (50) FEET.

PERCENTAGE OF LOT COVERAGE:
ALL RESIDENTIAL BUILDINGS, INCLUDING ACCESSORY BUILDINGS, SHALL NOT COVER MORE THAN FORTY (40) PERCENT OF THE AREA OF THE LOT. THERE ARE NO LOT COVERAGE REQUIREMENTS FOR NONRESIDENTIAL BUILDINGS AND STRUCTURES.

MAXIMUM HEIGHT:
ALL BUILDINGS, FIFTY (50) FEET AND NOT OVER FIVE (5) STORIES. BUILDINGS EXCEEDING THIS LIMITATION SHALL REQUIRE A SPECIAL USE PERMIT.
TOWERS AND STEEPLES OF CHURCHES AND SIMILAR PLACES OF WORSHIP, SEVENTY-FIVE (75) FEET.

MINIMUM YARD REQUIREMENTS:
FRONT SETBACK: THIRTY (30) FT.
REAR SETBACK: TWENTY-FIVE (25) FT.
SIDE SETBACK:
ON LOTS UPON WHICH A NONRESIDENTIAL BUILDING IS CONSTRUCTED, THERE ARE NO SIDE YARD REQUIREMENTS EXCEPT THAT A SIDE YARD OF EIGHT (8) FEET SHALL BE PROVIDED WHERE SUCH LOT ADJUTS A RESIDENTIAL DISTRICT. ON EACH LOT UPON WHICH A DWELLING IS CONSTRUCTED, THERE SHALL BE A SIDE YARD ON EACH SIDE OF NOT LESS THAN EIGHT (8) FEET. BUILDINGS IN EXCESS OF FORTY-FIVE (45) FEET IN HEIGHT SHALL HAVE THE SIDE YARD SETBACKS INCREASED BY ONE (1) FOOT FOR EVERY ONE (1) FOOT OF HEIGHT THAT THE BUILDING IS INCREASED OVER FORTY-FIVE (45) FEET.

AREA AND LOT INFORMATION

TOTAL SUBDIVISION AREA: 308,550 SQ. FT. (7.05 ACRES)
TOTAL NUMBER OF LOTS: 2
SMALLEST LOT SIZE: 52,208 SQ. FT. (1.20 ACRES)
LARGEST LOT SIZE: 254,728 SQ. FT. (5.83 ACRES)

DEVELOPERS OF SUBDIVISION AND PLAT PREPARED FOR:

MICHAEL HAYNES
13215 LAKESIDE DR.
STE. GENEEVE, MO 63707

RECORD OWNERS

MICHAEL & LINDA J. HAYNES
DOCUMENT #2010-0619

PLAT PREPARED BY AND ENGINEERING AND LAND SURVEYING SERVICES PROVIDED BY:

KOEHLER ENGINEERING AND LAND SURVEYING, INC.
194 COKER LANE, CAPE GIRARDEAU, MO 63701
(573) 335-3026

FLOODPLAIN NOTE

NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBER 26032C04E WITH AN EFFECTIVE DATE OF SEPTEMBER 25, 2011.

LOT MONUMENT NOTE

ALL LOT CORNERS SET WITH 1/2" IRON RODS UNLESS OTHERWISE NOTED.

KEYED NOTES

- ITEM NOTE
- 30' FRONT SETBACK (TYPICAL)
- 25' REAR SETBACK (TYPICAL)
- 8' SIDE SETBACK
- EXISTING 10.0' SEWER AND UTILITY EASEMENT ORDNANCE NO. 08-76
- EXISTING 7.5' SEWER AND UTILITY EASEMENT ORDNANCE NO. 08-76
- NEW 10.0' SEWER AND UTILITY EASEMENT (TYPICAL)
- NEW 20' SEWER AND UTILITY EASEMENT CENTERED ON LOT LINE AND LOT LINE EXTENDED WESTWARD, FOR THE BENEFIT OF ALL PUBLIC UTILITIES SERVING LOTS 1 AND 2.

LEGEND

- = FOUND 1/2" IRON ROD
- = FOUND CROSS
- = FOUND STONE
- = SET IRON ROD
- = SUBDIVISION BOUNDARY LINE
- = NEW LOT LINE
- = EXISTING EASEMENT LINE
- = NEW EASEMENT LINE
- = BUILDING SETBACK LINE
- = EXTERNAL PROPERTY LINE
- = RIGHT OF WAY LINE
- = CENTERLINE

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	206.07'	2039.89'	54°11'1"	N88°35'10"E	205.99'
C2	148.47'	2039.89'	41°01'2"	S86°26'05"E	148.44'

SUBDIVISION DEDICATION

THE UNDERSIGNED, MICHAEL K. AND LINDA J. HAYNES, HUSBAND AND WIFE, OWNERS IN FEE OF ALL OF LOT NUMBER 2 OF HAYNES ESTATES THIRD, A SUBDIVISION RECORDED IN DOCUMENT 2010-12005, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, CONTAINING 306,936 SQUARE FEET (7.05 ACRES), MORE OR LESS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET; THENCE LEAVING SAID RIGHT-OF-WAY LINE AND WITH THE WEST LINE OF SAID LOT, NORTH 06°50'00" EAST, 730.24 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE WITH THE NORTH LINE OF SAID LOT, SOUTH 83°27'01" EAST, 299.62 FEET; THENCE SOUTH 05°31'59" WEST, 20.46 FEET; THENCE SOUTH 88°27'29" EAST, 215.53 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE WITH THE EAST LINE OF SAID LOT, SOUTH 07°12'32" WEST, 385.18 FEET; THENCE NORTH 82°47'28" WEST, 140.00 FEET; THENCE SOUTH 07°12'32" WEST, 199.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST MAIN STREET; THENCE WITH SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A CURVE, HAVING A RADIUS OF 2039.89 FEET AND A LENGTH OF 354.54 FEET (THE CHORD OF SAID CURVE BEARS NORTH 89°19'44" WEST, 354.10 FEET) TO THE POINT OF BEGINNING, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD.

HEREBY SUBDIVIDE SAID TRACT INTO LOTS AS SHOWN HEREON, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SUBDIVISION, WHICH IS HEREBY NAMED "EAST MAIN CROSSROADS COMMERCIAL SUBDIVISION-AMENDED", SUBJECT TO ALL EXISTING EASEMENTS, RIGHT OF WAY, RESTRICTIONS AND LICENSES WHICH MAY EXIST THEREON, EITHER WRITTEN OR IMPLIED. THE PROPOSED 10' UTILITY EASEMENT AND PROPOSED 20' UTILITY EASEMENT WITHIN LOT 2 SHOWN HEREON ARE HEREBY DEDICATED FOR PUBLIC USE FOREVER.

MICHAEL K. HAYNES

LINDA J. HAYNES

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU)

ON THIS _____ DAY OF _____, A.D. 20____, BEFORE ME, A NOTARY PUBLIC FOR SAID STATE AND COUNTY, PERSONALLY APPEARED MICHAEL K. AND LINDA J. HAYNES, HUSBAND AND WIFE, KNOWN TO ME TO BE THE PERSONS DESCRIBED HEREIN, WHO ACKNOWLEDGED THAT THEY EXECUTED THE FOREGOING INSTRUMENT AS THEIR FREE ACT AND DEED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIX MY OFFICIAL SEAL IN THE AFORESAID STATE AND COUNTY, THE DATE FIRST ABOVE WRITTEN.

MY TERM EXPIRES _____

NOTARY PUBLIC

I, LIZA WALKER, CITY CLERK OF THE CITY OF JACKSON, MISSOURI, HEREBY CERTIFY THAT THIS PLAT WAS APPROVED BY THE CITY OF JACKSON, MISSOURI.

BY ORDINANCE NO. _____ PASSED

AND APPROVED THIS _____ DAY OF _____, A.D. 20____

ANGELA BIRK, CITY CLERK

JANET SANDERS, DIRECTOR OF PUBLIC WORKS

HARRY DRYER, PLANNING AND ZONING CHAIRMAN

DWAIN THAYS, MAYOR

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU)

FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DEEDS OF CAPE GIRARDEAU

COUNTY, MISSOURI, IN DOCUMENT NO. _____ AT JACKSON, MISSOURI,

ON THIS _____ DAY OF _____, A.D. 20____

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

KOEHLER			
Professional Engineers & Land Surveyors			
194 Coker Lane Cape Girardeau, Missouri 63701 Ph: (573) 335 - 3026 Fax: (573) 335 - 3049 PLS CORPORATE LICENSE NO. 000262			
CHARGE BY	SUSAN DODDS	REV/DATE	DESCRIPTION INITIALS
CHECKED BY	CHRIS KOEHLER		
DATE	MARCH 2022		
CHARGE DATE	01-02-2022		
CHARGE NO	35456		

THIS SURVEY OF A TRACT OF RURAL PROPERTY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF MISSOURI AS MADE EFFECTIVE JULY 31, 2022.

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A LEASE AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION*, RELATIVE TO CONSTRUCTION OF PHASE ONE OF A PUBLIC PARKING LOT ON NORTH HIGH STREET, FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a lease agreement 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 lease 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 lease agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Missouri Highways and Transportation Commission**. 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 lease agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said lease 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 lease 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: January 21, 2025.

SECOND READING: January 21, 2025.

PASSED AND APPROVED this 21st day of January, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

CCO Form: RW14
 Approved: 09/91 (TWJ)
 Revised: 11/24 (JDS)
 Modified:

ROUTE: 61
 COUNTY: Cape Girardeau
 JOB NO.: J9P3735
 PARCEL NO.: 1,2,3,4
 LEASE ID: 904

LEASE OF PROPERTY

THIS INDENTURE is between the Missouri Highways and Transportation Commission, hereinafter referred to as "Lessor" and the City of Jackson, a Municipal Corporation, hereinafter referred to as "Lessee":

WITNESSETH, that the Lessor for and in consideration of the covenants, conditions, agreement and stipulations of the Lessee expressed, does hereby lease to the Lessee and the Lessee hereby leases from the Lessor, the ground surface of the hereinafter described portion of the Lessor's right of way situated in Cape Girardeau County, Missouri, more particularly described as follows:

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

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

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

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

Commencing from the Northeast Corner of USP Survey 218, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, as shown in Document No. 2014-04287; thence S4°10'10"E a distance of 3,049 feet to the Rte. 61

surveyed centerline PT Station 850+76.47 also being the Point of Beginning; thence S9°03'48"E a distance of 413.01 feet to the Rte. 61 surveyed centerline PC Station 854+89.48; thence along the arc of a 5°00'00.0" curve to the right a distance of 326.23 feet to the Rte. 61 surveyed centerline PT Station 858+15.71, said curve having a radius of 1,145.92 feet and a deflection angle of 16°18'42.0"; thence S7°14'54"W a distance of 941.88 feet to the Rte. 61 surveyed centerline PC Station 867+57.59; thence along the arc of a 1°30'00.0" curve to the right a distance of 151.40 feet to the Rte. 61 surveyed centerline PRC Station 869+08.99, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16'15.5"; thence along the arc of a 1°30'00.0" curve to the left a distance of 151.40 feet to the Rte. 61 surveyed centerline PT Station 870+60.39, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16'15.5"; thence S7°14'54"W a distance of 659.48 feet to the Rte. 61 surveyed centerline PC Station 877+19.87; thence along the arc of a 114°35'29.6" curve to the left a distance of 78.57 feet to the Rte. 61 surveyed centerline PT Station 877+98.44, said curve having a radius of 50.00 feet and a deflection angle of 90°01'54.0"; thence S82°47'00"E a distance of 249.69 feet to the Rte. 61 surveyed centerline PC Station 880+48.13; thence along the arc of a 114°35'29.6" curve to the right a distance of 78.69 feet, said curve having a radius of 50.00 feet and a deflection angle of 90°10'00.0" to the Rte. 61 surveyed centerline PT Station 881+26.82, said point being S1°04'38"W a distance of 224 feet from the Northeast Corner of Lot 25 of the Original Town of Jackson in Township 31 North, Range 12 East of the Fifth Principal Meridian, said corner being marked by a 1/2" rebar as accepted by B. Ferguson PLS 2004017828; thence S7°23'00"W a distance of 16.87 feet to the Rte. 61 surveyed centerline Station 881+43.69 and there terminating. The Rte. 61 surveyed centerline also extends from the Rte. 61 surveyed centerline PT Station 850+76.47; thence along the arc of a 5°00'00.0" curve to the right a distance of 771.86 feet, said curve having a radius of 1,145.92 feet, a deflection angle of 38°35'34.8" and a back tangent of N9°03'48"W to the Rte. 61 surveyed centerline PC Station 843+04.61 and there terminating.

WHEREFORE, IT IS AGREED AS FOLLOWS:

(1) LEASE TERM AND RENTAL RATE:

(A) Duration and Rent: The term of this lease is for eight (8) weeks, beginning on the 22nd day of January, 2025 and ending on the 18th day of March, 2025 or eight weeks from the final approval date for a total rent of \$1.00. The Parties hereby intend and agree that this Lease shall be effective as of (beginning date of term), and at all times thereafter, with the same force and effect as if this Lease had been executed on that date.

(B) Market Study and Establishment of Rental Rate: The Commission has conducted a market study to determine the appropriate rent for the leased premises. A copy of the methodology used to determine the rental rate is attached to this lease and "**EXHIBIT 1**" and is incorporated herein by reference. The parties agree and recognize that the Commission is charging a rent for the leased premises at a rate lower than the fair market value of the rental value of the leased premises.

(2) MANNER OF PAYMENT: The Lessee will pay rent thereon in the manner and at the time stated above.

(3) USE OF PREMISES: The Lessee will use the premises for contractor to perform final grading, install gravel surface and to place concrete barricade's to prevent access until parcel has been convey to the City of Jackson and no other purpose.

(4) OBSERVANCE OF LAWS: The Lessee will observe and abide by all federal, state and local laws and regulations pertaining to the use and occupancy of said premises.

(5) PROTECTION AGAINST DAMAGE: The Lessee will protect and defend the premises against damage.

(6) NO FLAMMABLE MATERIALS: The Lessee will permit no fuel servicing of vehicles on the premises. The Lessee will not permit the manufacture, storage, possession or use on the premises of hazardous, flammable, corrosive, explosive or other dangerous substances, chemicals or wastes, as those terms are defined in federal and state laws and regulations, or the parking hereon of vehicles, trailers or other objects containing any quantity of such substances, chemicals or wastes (except the fuel contained in the lawful fuel tank of a vehicle in order to propel that vehicle). The Lessee will permit no fire hazards on the premises.

(7) NO ODORS: The Lessee will not permit the presence on the premises of hazardous, or unreasonably objectionable smoke, fumes, vapor or odors.

(8) OBSERVATION OF REGULATIONS: The Lessee will observe and abide by the regulations and directions of the Lessor with respect to cleanliness and fire hazards on the premises, and permit the Lessor, its agents and employees, and/or authorized Federal Highway Administration (FHWA) representatives, to enter upon the premises for the purpose of maintenance or reconstruction of its property and to inspect the leased premises with respect to cleanliness, neatness and the existence of fire hazards or other hazards.

(9) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the Lessee shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Lessee's wrongful or negligent performance of its obligations under this Agreement.

(B) The Lessee will require any contractor procured by the Lessee to work under this Agreement:

(1) To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

(2) To maintain insurance as required for the Lessee in Paragraph 10 of this Lease, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts as required for the Lessee in Paragraph 10 of this Lease.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(10) **INSURANCE:** The Lessee shall purchase and maintain at the Lessee's own expense commercial general liability, automobile liability, and umbrella/excess liability insurance with an insurance company(ies) eligible to do business in the state of Missouri in the following types and minimum limits:

Low Risk, as defined by Lessor, for Leases with, but not limited to, the following characteristics: Vehicular Parking, on premise/monument sign, landscaping, agricultural purposes, parking lot encroaching on ROW, greenspace (parking lots in areas that do not interfere with the traveling public).

Commercial General Liability (CGL) Insurance:

Policy Form: An Insurance Services Office (ISO)-based occurrence form CGL policy (CG 00 01 or its equivalent) shall be used.

Limits:

Each Occurrence Limit (Bodily Injury and Property Damage) Low risk:
\$600,000
Personal and Advertising Injury Limit Low risk: \$600,000
Products and Completed Operations Aggregate Limit Low risk: \$1,000,000,
General Aggregate Limit Low risk: \$1,000,000

Deductible: \$10,000 maximum per occurrence.

Additional Insured: To be provided for premise and completed operations under ISO Endorsements CG 20 10 and CG 20 37, or their equivalent, for *Missouri Highways and Transportation Commission, its members and department employees* Coverage is to apply on a primary noncontributory basis when coverage is available to the Lessor, using ISO Endorsement CG 20 01, or its equivalent. Copies of the additional insured coverage must be attached to the certificate.

Waiver of Subrogation: To be provided under ISO Endorsement CG 24 04, or its

equivalent in favor of *Missouri Highways and Transportation Commission, its members and department employees* to waive the rights of the Lessees insurers' rights of recovery.

Business Automobile Liability Insurance:

Policy Form: An Insurance Services Office (ISO) Business Auto form (CA 00 01 or its equivalent) shall be used.

Type: Insurance shall include coverage for owned (if applicable), leased, hired, and non-owned automobiles, vehicles, and trailers used by or on behalf of the Lessee.

Limit:

Combined Single Limit (Bodily Injury and Property Damage)
Low risk: \$600,000

Additional Insured: To be provided under ISO Endorsement CA 20 48, or its equivalent for *Missouri Highways and Transportation Commission, its members and department employees* Coverage is to apply on a primary noncontributory basis when coverage is available to the Lessor, using ISO Endorsement CA 04 49, or its equivalent. Copies of the additional insured coverage must be attached to the certificate.

Waiver of Subrogation: To be provided under ISO Endorsement CA 04 44, or its equivalent in favor of *Missouri Highways and Transportation Commission, its members and department employees* to waive the rights of the Lessees insurers' rights of recovery.

Additional Insured: To be provided for premise and completed operations for *Missouri Highways and Transportation Commission, its members and department employees* Coverage is to apply on a primary noncontributory basis when coverage is available to the Lessor. Copies of the additional insured coverage must be attached to the certificate.

Waiver of Subrogation: To be provided in favor of *Missouri Highways and Transportation Commission, its members and department employees* to waive the rights of the Lessees insurers' rights of recovery.

The Lessee shall cause insurer to include the Missouri Highways and Transportation Commission as an additional insured. This insurance shall be for the payment of any property damages, personal injury or death to person(s) on the premises as licensees or invitees, expressed or implied, of the Lessee. Evidence of the Lessee's liability insurance by certificates of insurance shall be furnished to the Lessor with the first payment, as shown in paragraph 1 of this Lease, upon renewal or replacement of each required policy of insurance, and upon Lessor's written request, and if the Lessee fails, refuses or neglects to take out, extend or maintain said insurance this lease shall be null and void. The certificates will also include copies of endorsements evidencing the Lessor as an additional insured on the Lessee's commercial general liability insurance policy, business automobile liability insurance policy, and umbrella/excess liability policy or policies. Delivery or acceptance of a certificate of insurance not meeting the

requirements of this Lease shall not be deemed to waive any of Lessee's requirements hereunder.

(11) NO STRUCTURES: The Lessee will not erect, or cause to be erected, on the premises any kind of building or structure, nor will the Lessee erect any fence on the premises without prior written approval of the Lessor.

(12) MAINTENANCE OF EXISTING GRADING: If the Lessee paves, gravels or resurfaces the premises or any part thereof, it will not change the existing grade or drainage pattern existing on the premises. Any surface improvements shall pass to the Lessor absolutely.

(13) SIGNS: Any signs which the Lessee erects and maintains will be neat, clean, not unduly conspicuous, and the wording thereupon will be restricted to indications of property interest and to warnings or cautions against trespassing.

(14) MAINTENANCE OF PREMISES: The Lessee will keep the premises in a neat, clean, orderly and presentable condition, free of grass, weeds, trash, debris and unsightly objects.

(15) ASSIGNMENT: The Lessee will not assign or sublet the leased premises or any part thereof without the prior written approval and consent of the Lessor, subject to concurrence by the FHWA, which approval and consent shall be within the absolute judgment and discretion of the Lessor and the FHWA.

(16) RETURN OF PREMISES: At the end of the term of the lease, or whenever the lease for any reason is terminated, the Lessee will peaceably surrender and return the premises to the Lessor in as good a condition as when found, ordinary wear and tear excepted.

(17) QUIET ENJOYMENT OF LEASE: The Lessee, upon keeping and performing the covenants of this lease shall at all times during the tenancy peaceably and quietly have, hold and enjoy the leased premises without suit, trouble or hindrance from the Lessor.

(18) CANCELLATION OF LEASE: The Lessor may without notice re-enter and take possession of the premises and, with or without legal process, evict the Lessee from the premises under the following conditions: (1) rent is unpaid after it has become due and payable; (2) each condition and covenant contained in the Lease is not performed or fulfilled by the Lessee; (3) a petition in bankruptcy has been filed by or against the Lessee; (4) the Lessee becomes insolvent; (5) any proceeding is filed to subject this lease or the interests of the Lessee to garnishment or sale under execution; (6) the Lessee makes an assignment for the benefit of creditors; (7) the Lessee discontinues use of the premises for more than a continuous sixty (60) day period; or (8) the Lessee attempts to sell or assign this lease without the written approval or consent of the Lessor. Any such act(s) of omission or commission may, at the option of the Lessor, constitute a forfeiture of all

rights of the Lessee hereunder, voiding and ending this lease.

(19) TERMINATION OF LEASE: In the event of the destruction or damage to the Lessor's facilities located upon premises leased, the Lessor may terminate this lease immediately if, in the Lessor's discretion, it is necessary to occupy the leased premises for restoration or repair to the said Lessor's premises.

(20) NOTICE OF TERMINATION: Either party shall have the right to terminate the lease of the above-referenced tract by giving thirty (30) days written notice to the other party. If the lease is so terminated by the Lessor, the Lessee will be entitled to a refund equal to one twelfth (1/12) of the annual lease payment for any remaining unused months of the annual lease period. If the lease is so terminated by the Lessee, no portion of rent paid or due for the year affected by such termination will be refunded or forgiven the Lessee.

(21) NO DISCRIMINATION IN USE OF FACILITIES: The Lessee, for itself, its personal representatives, successors in interest and assigns, as a part of the consideration hereof, agrees to as a covenant which runs with the land that no person on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, disability or veteran status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

(22) NO DISCRIMINATION IN FURNISHING OF SERVICES: No person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, in the construction of any improvement on, over or under such land and the furnishing of service thereon, on the grounds of race, color, religion, creed, sex, age, ancestry, national origin, disability or veteran status.

(23) NONDISCRIMINATION CLAUSE: The Lessee shall comply with all state and federal statutes applicable to the Lessee relating to nondiscrimination, including but not limited to Chapter 213, RSMo; Title VI and Title VII of the Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the "Americans with Disabilities Act" (42 U.S.C. Section 12101 *et seq.*) which applies to the Lessee. The Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 22.

(24) BREACH OF NONDISCRIMINATION COVENANTS: In the event of breach of any of the nondiscrimination covenants in paragraphs 21 and 22, the Lessor shall have the right to terminate the lease and to re-enter and repossess said land and facilities thereon and hold the same as if this lease had never been made or issued.

(25) LAW OF MISSOURI TO GOVERN: This Lease shall be construed according to the laws of the State of Missouri. The Lessee shall comply with all local, state and federal laws and regulations relating to the performance of this Lease.

(26) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Lease, or regarding its alleged

breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(27) EXISTING UTILITIES: The Lessee agrees to permit all known and unknown existing utilities to maintain their easements for the purpose of maintaining, constructing, or reconstructing utility lines and their appurtenances over, under or across the lands herein leased.

(28) RECEIPT OF PAYMENT: The parties agree that any receipt and deposit by the Lessor of any payment made by the Lessee for any period or periods beyond the express term of the Lease shall not constitute an extension of the express term of the Lease. The Lessor will promptly return all such payments that the Lessor has deposited in error.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the last date written below.

Executed by Lessee on this _____ day of _____, 2025.

Executed by Lessor on this _____ day of _____, 2025.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION,
LESSOR**

City of Jackson, Missouri
LESSEE

By: _____
Title: Asst. To State Design Engr - RW

By: _____
Title: Mayor

Address: 101 Court St.
Jackson, MO 63755

ACKNOWLEDGMENT BY CITY

STATE OF MISSOURI _____)
)
COUNTY OF CAPE GIRARDEAU) SS

On this ____ day of _____, 2025, before me appeared Dwain Hahs personally known to me, who being by me duly sworn, did say that he is the Mayor of the City of Jackson and that the foregoing instrument was signed on behalf of the City of Jackson and that he acknowledged said instrument to be the free act and deed of the City of Jackson and that it was executed for the consideration stated therein and no other.

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

Notary Public

My Commission Expires:

ACKNOWLEDGMENT BY COMMISSION

STATE OF MISSOURI _____)
)
COUNTY OF _____) ss

On this _____ day of _____, 2025, before me appeared Brenda Harris personally known to me, who being by me duly sworn, did say that she is the Assistant to the State Design Engineer – Right of Way of the Missouri Highways and Transportation Commission and the seal affixed to the foregoing instrument is the official seal of said Commission and that said instrument was signed in behalf of said Commission by authority of the Missouri Highways and Transportation Commission and said Brenda Harris acknowledged said instrument to be the free act and deed of said Commission.

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

Notary Public

My Commission Expires: _____

Exhibit 1



Southeast District
Mark Croarkin, District Engineer

Missouri Department of Transportation

2675 North Main Street
Sikeston, Missouri 63801
573.472.5333
Fax: 573.472.5351
1.888.ASK MODOT (275.6636)

RE: Land Lease
J9P3735
Tracts 1, 2, 3, & 4

The subject properties are the total acquisitions from the J9P3735 Rte. 61 project in the City of Jackson, Cape Girardeau County and contains a total of 0.67-acre.

Penzel Construction currently has the MoDOT contract on this project. The City also has a contract with Penzel on a City / County project in the same area. Currently the City is requesting a short term (8 week) lease on the site. They are wanting to have final grading and gravel placed on the site while the contractor is still in the area finalizing the J9P3735 project.

Per the Municipal and Cost Apportionment Agreement signed by the City of Jackson and MoDOT these 4 tracts are to be conveyed to the city at no cost when the project is complete.

Based on the Municipal and Cost Apportionment Agreement there will be no rental amount for the short term lease.


Michael L. Smith, Sr. R/W Specialist

Date: 1/17/24


Pamela K. Masterson, Right of Way Manager

Date: 1-17-24



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org