



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

**Monday, June 05, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**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 comprehensive rezoning of 403 and 409 East Main Street, and 108 South Georgia Street from I-2 (Heavy Industrial) District to C-3 (Central Business) District, as submitted by the City of Jackson.
3. Hearing to consider the rezoning of 204, 207, 208, and 212 Cherry Street, and 211 and 219 North Missouri Street from R-4 (General Residential) District to C-3 (Central Business) District, as submitted by the County of Cape Girardeau.

**APPROVAL OF MINUTES**

4. Motion approving the Minutes of the Regular Meeting of May 15, 2023.

**FINANCIAL AFFAIRS**

5. Motion approving payment of the semimonthly bills.

**ACTION ITEMS**

**Power, Light, and Water Committee**

6. Motion approving the Mayor's appointment of Ron Cook to the Community Outreach Board, filling an unexpired term ending 2026.
7. Motion approving Task Order Authorization No. 23-09, in the amount of \$8,200.00, to Horner & Shifrin, Inc., of St. Louis, Missouri, relative to providing engineering services under the Water Meter Replacement Project.
8. Motion approving Task Order Authorization No. 23-10, in the amount of \$70.00 per hour for a Resident Inspector, and \$150.00 per hour for an Engineer IV, to Strickland Engineering, Inc., of Jackson, Missouri, for providing inspection services under the Water System Facility Plan Implementation Project - Phase 2, Project 2D.

- [9.](#) Resolution authorizing participation in the joint use of the Fire Rescue Training Center at 2220 Lee Avenue.
- [10.](#) Bill proposing an Ordinance accepting the dedication of a Water Line Easement Deed from Radiology Investments Group, L.C., relative to the Water System Facility Plan Implementation Project - Phase 2, Project 2E.

### **Street, Sewer, and Cemetery Committee**

- [11.](#) Motion authorizing the use of outside loud speakers at 542 West Independence Street, on Saturday, June 17, 2023, between the hours of 1:00 p.m. and 11:30 p.m., for the Elks 2nd Annual Luau, as submitted by Kimberly Anello of the Jackson Elks Lodge #2652, and waiving any restrictions relative to activity noise levels under Chapter 43 of the Code of Ordinances during said event.
- [12.](#) Motion approving Change Order No. 2, in the amount of \$35,300.83, to Putz Construction, LLC, of Millersville, Missouri, relative to the West Mary Street Bridge and Sidewalk Improvements Project.
- [13.](#) Bill proposing an Ordinance amending the "Crosswalks Designated Schedule" - Schedule XVI, by repealing and adding designations on West Mary Street and North Russell Avenue.
- [14.](#) Bill proposing an Ordinance approving the comprehensive rezoning of 403 and 409 East Main Street, and 108 South Georgia Street from I-2 (Heavy Industrial) District to C-3 (Central Business) District, as submitted by the City of Jackson.
- [15.](#) Bill proposing an Ordinance approving the rezoning of 204, 207, 208, 212 Cherry Street, and 211 and 219 North Missouri Street from R-4 (General Residential) District to C-3 (Central Business) District, as submitted by the County of Cape Girardeau.

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

#### **INFORMATION ITEMS**

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

#### **EXECUTIVE SESSION**

Authority is Section 610.021(2), RSMo, the leasing, purchase, or sale of real estate.

#### **ADJOURN**

Posted on 06/02/2023 at 04:00 PM.



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

**Monday, May 15, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Joe Bob Baker, Mike Seabaugh, Shana Williams, Katy Liley, Dave Reiminger, David Hitt, and Wanda Young. Present-7; Absent-1: Paul Sander.

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

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

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

Motion to Adopt the Agenda                       )

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

Motion to Approve the Minutes of the           )  
 May 1, 2023, Regular Board Meeting           )

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, May 1, 2023. Ayes-7; Nays-0; Absent-1.


Motion to Approve Bills of May, 2023           )

Now is presented the Semimonthly Bills Report, in the various funds for the month of May, 2023. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the payment of Semimonthly Bills in the various funds for May, 2023. Ayes-7; Nays-0; Absent-1.

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

Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for April, 2023. Ayes-7; Nays-0; Absent-1.

## CITY COLLECTOR'S REPORT FOR APRIL 2023

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,113,699.52	252,311.94	205,601.99	61,362.31	-	1,632,975.76
Penalties	5,866.58	1,666.71	1,320.87	386.61	-	9,240.77
Sales Tax	30,949.69	7,354.45	-	-	-	38,304.14
Disconnect Fees	2,395.35	-	-	-	-	2,395.35
Returned Transaction Fees	300.00	-	-	-	-	300.00
Customer Relocation Fees	-	-	-	-	225.00	225.00
Trash Stickers	-	-	-	1,267.00	-	1,267.00
<b>UTILITY COLLECTIONS</b>	<b>1,153,211.14</b>	<b>261,333.10</b>	<b>206,922.86</b>	<b>63,015.92</b>	<b>225.00</b>	<b>1,684,708.02</b>
Adjustments - Services	-	-	-	-	-	-
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
<b>NET UTILITY COLLECTIONS</b>	<b>1,153,211.14</b>	<b>261,333.10</b>	<b>206,922.86</b>	<b>63,015.92</b>	<b>225.00</b>	<b>1,684,708.02</b>
Business/Contractor Licenses	-	-	-	-	980.00	980.00
Event Fees/Misc. Charges	-	-	-	-	-	-
<b>NON-UTILITY COLLECTIONS</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>980.00</b>	<b>980.00</b>
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	171.29
Cash in bank	-	-	-	-	-	1,685,859.31
Missouri Sales Tax payment	(30,949.69)	(7,354.45)	-	-	-	(38,304.14)
<b>TO CITY TREASURER</b>					<b>\$</b>	<b>1,647,555.17</b>
Respectfully Submitted,						
						
City Collector						



## CITY OF JACKSON

## MAYOR &amp; BOARD OF ALDERMEN REGULAR MEETING

Monday, May 15, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

## MINUTES





**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, May 15, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

## MINUTES

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

Motion made by Alderman Seabaugh, seconded by Alderwoman Williams, to approve the City Clerk's and City Treasurer's Reports for April, 2023. The City Clerk's Report is as follows: Electric Receipts – \$8,364.24; Cemetery Receipts – \$4,750.00; Water Receipts – \$0.00; Wastewater Receipts – \$0.00; General Revenue Receipts – \$92,603.68; Inmate Security Fund – \$0.00; Park Receipts – \$1,095.00; Trust & Agency Receipts – \$0.00; Park Foundation Receipts – \$5,400.00; Recreational Development Receipts – \$4,710.00; Landfill Receipts – \$1,769.05; Recreation Sales Tax Receipts – \$6,594.25; Health Insurance - \$1,177.00; Stormwater Maintenance Receipts – \$214.46; and Transportation Sales Tax Receipts – \$686.00. The Water & Light Deposit balance as of April 1, 2023 – \$282,168.66; Deposits - \$13,259.64; Refunds - \$13,366.13; balance as of April 30, 2023 – \$282,062.17. Ayes-7; Nays-0; Absent-1.



## CITY OF JACKSON

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## MINUTES

CITY TREASURER'S REPORT FOR APRIL, 2023							
FUND	FUND BALANCES 04-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 04-30-2023	INVESTMENTS	CASH BALANCE 04-30-2023
<b>ELECTRIC FUND</b>							
Operation & Maintenance	-	1,161,369.10	(139,106.44)	1,022,262.66	-	-	-
Electric Surplus	5,580,152.11	31,188.13	118,593.66	13,079.74	5,716,854.16	4,327,743.63	1,389,110.53
Electric Capital Projects Fund	4,824,842.96	2,366.00	-	4,732.00	4,822,476.96	4,800,000.00	22,476.96
<b>General Revenue</b>	1,623,558.03	441,354.58	(80,107.75)	547,847.25	1,436,957.61	1,400,000.00	36,957.61
<b>Landfill Fund</b>	508,512.25	64,891.55	(7,902.14)	42,039.18	523,462.48	345,000.00	178,462.48
<b>City Park Fund</b>	216,575.74	5,077.91	(6,464.77)	37,888.37	177,300.51	-	177,300.51
<b>Public Park Foundation Fund</b>	122,677.77	5,400.00	-	-	128,077.77	-	128,077.77
<b>Cemetery Fund</b>	989,109.72	9,413.30	(5,152.33)	12,934.06	980,436.63	469,000.00	511,436.63
<b>Band Fund</b>	-	2,452.46	-	2,452.46	-	-	-
<b>Stormwater Maintenance Fund</b>	286,486.54	722.10	-	-	287,208.64	61,000.00	226,208.64
<b>ARPA Fund</b>	2,837,564.43	-	261.63	17,500.00	2,820,326.06	2,500,000.00	320,326.06
<b>Road Use Tax Fund</b>	1,097,880.72	67,589.67	(19,166.66)	418.60	1,145,885.13	1,025,000.00	120,885.13
<b>Sales Tax Fund</b>	2,984,889.13	249,339.51	-	151,517.54	3,082,711.10	3,067,671.00	15,040.10
<b>Fire Protection Sales Tax Fund</b>	3,333.00	56,228.48	-	-	59,561.48	-	59,561.48
<b>Recreation Sales Tax</b>	273,287.34	62,822.75	(1,194.62)	25,960.19	308,955.28	-	308,955.28
<b>Public Safety Sales Tax</b>	1,000.00	112,358.04	-	-	113,358.04	-	113,358.04
<b>Trust and Agency Fund</b>	1,038,023.99	28,675.97	15,898.79	20,039.66	1,062,559.09	920,000.00	142,559.09
<b>Recreational Development</b>	90,524.20	4,710.00	-	9,916.97	85,317.23	-	85,317.23
<b>Transportation Sales Tax</b>	1,293,848.48	123,559.03	500.00	168,879.66	1,249,027.85	1,200,000.00	49,027.85
<b>I-55 Corridor Special Alloc.</b>	1,262.55	-	-	-	1,262.55	-	1,262.55
<b>Capital Projects Construction</b>	550,000.00	-	-	-	550,000.00	-	550,000.00
<b>Economic Development Reserve</b>	1,000,000.00	-	-	-	1,000,000.00	-	1,000,000.00
<b>CDBG Grant Fund</b>	-	-	-	-	-	-	-
<b>Health Insurance Fund</b>	712,791.35	4,049.31	142,317.76	134,887.55	724,270.87	-	724,270.87
<b>Inmate Security Fund</b>	15,773.12	136.00	-	-	15,909.12	-	15,909.12
<b>Equitable Sharing Fund</b>	3,617.07	-	-	-	3,617.07	-	3,617.07
<b>WATER &amp; SEWER FUND</b>							
Water Operation & Maint.	-	262,178.87	(179,906.98)	82,271.89	-	-	-
Water Replacement	724,949.74	-	3,510.08	-	728,459.82	715,000.00	13,459.82
Water & Sewer Revenue Bond	632,010.41	-	167,061.63	10,668.95	788,403.09	250,000.00	538,403.09
Water & Sewer Deprec. Res.	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,386,303.94	4,732.00	147,576.94	144,980.19	9,393,632.69	8,765,020.10	628,612.59
Wastewater Operation & Maint.	-	209,345.06	(156,718.80)	52,626.26	-	-	-
Wastewater Replacement	1,077,658.74	-	-	-	1,077,658.74	724,728.48	352,930.26
<b>W &amp; S Construction Fund</b>	881,826.49	-	-	4,247.50	877,578.99	200,000.00	677,578.99
<b>TOTALS</b>	<b>38,868,459.82</b>	<b>2,909,959.82</b>	<b>-</b>	<b>2,507,150.68</b>	<b>39,271,268.96</b>	<b>30,880,163.21</b>	<b>8,391,105.75</b>
Respectfully Submitted,					Cash on Hand		1,475.00
					General Account		6,738,458.51
					Collectors Account		1,647,555.17
					Equitable Sharing Fund		3,617.07
Liza Walker, City Clerk/Treasurer (signed)					<b>TOTAL</b>		<b>8,391,105.75</b>



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

Monday, May 15, 2023 at 6:00 PM  
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**MINUTES**

Motion to Accept the Bid of Langford )  
 Mechanical & Sheet Metal, of Jackson, )  
 Missouri, relative to the Power Plant )  
 Control Room HVAC Roof Top Unit )  
 Replacement Project )

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the bid of Langford Mechanical & Sheet Metal, of Jackson, Missouri, in the amount of \$12,225.00, relative to the Power Plant Control Room HVAC Roof Top Unit Replacement Project. Ayes-7; Nays-0; Absent-1.

Ordinance No. 23-36 Re: To Authorize a )  
 Contractual Agreement with Langford )  
 Mechanical & Sheet Metal, of Jackson, )  
 Missouri, relative to the Power Plant )  
 Control Room HVAC Roof Top Unit )  
 Replacement Project )

The matter of authorizing a contractual agreement with Langford Mechanical & Sheet Metal, of Jackson, Missouri, relative to the Power Plant Control Room HVAC Roof Top Unit Replacement Project, came on for consideration. Alderman Reiminger introduced Bill No. 23-37, 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 LANGFORD MECHANICAL & SHEET METAL, OF JACKSON, MISSOURI, RELATIVE TO THE POWER PLANT CONTROL ROOM HVAC ROOF TOP UNIT REPLACEMENT PROJECT; 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 Seabaugh, Bill No. 23-37 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 23-37 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 23-36 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; Alderwoman Young-aye; Alderman Sander-absent; Alderman Hitt-aye; Alderman Baker-aye; Alderwoman Liley-aye; and Alderwoman Williams-aye.

**BILL NO. 23-37**

**ORDINANCE NO. 23-36**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND LANGFORD MECHANICAL & SHEET METAL, OF JACKSON, MISSOURI, RELATIVE TO THE POWER PLANT CONTROL ROOM HVAC ROOF TOP UNIT REPLACEMENT PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

WHEREAS, the Mayor and Board of Aldermen have been presented a contract marked

Exhibit A and attached hereto and incorporated herein as if fully set forth; and



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**MINUTES**

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Langford Mechanical & Sheet Metal, 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: May 15, 2023.

SECOND READING: May 15, 2023.

PASSED AND APPROVED this 15th day of May, 2023, 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:

Liza Walker (signed)  
City Clerk

Motion to Accept the Quote of Capri )  
Pools & Aquatics, of Edwardsville, )



**CITY OF JACKSON**  
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**Monday, May 15, 2023 at 6:00 PM**  
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**MINUTES**

Illinois, relative to the Purchase and )  
 Installation of a Chemical Controller at )  
 the City Pool )

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to accept the quote of Capri Pools & Aquatics, of Edwardsville, Illinois, in the amount of \$8,250.00, relative to the purchase and installation of a chemical controller at the City Pool. Ayes-7; Nays-0; Absent-1.

Ordinance No. 23-37 Re: To Authorize a )  
 Contractual Agreement with Capri Pools )  
 & Aquatics, of Edwardsville, Illinois, )  
 Relative to the Purchase and Installation )  
 of a Chemical Controller at the City Pool )

The matter of authorizing a contractual agreement with Capri Pools & Aquatics, of Edwardsville, Illinois, relative to the purchase and installation of a chemical controller at the City Pool, came on for consideration. Alderman Reiminger introduced Bill No. 23-38, 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 CAPRI POOLS & AQUATICS, OF EDWARDSVILLE, ILLINOIS, RELATIVE TO THE PURCHASE AND INSTALLATION OF A CHEMICAL CONTROLLER AT THE CITY POOL; 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 Seabaugh, Bill No. 23-38 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 23-38 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 23-37 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Sander-absent; Alderman Reiminger-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderwoman Liley-aye; Alderman Hitt-aye; and Alderwoman Williams-aye.

**BILL NO. 23-38**

**ORDINANCE NO. 23-37**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CAPRI POOLS & AQUATICS, OF EDWARDSVILLE, ILLINOIS, RELATIVE TO THE PURCHASE AND INSTALLATION OF A CHEMICAL CONTROLLER AT THE CITY POOL; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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



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**MINUTES**

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Capri Pools & Aquatics, of Edwardsville, Illinois**. 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: May 15, 2023.

SECOND READING: May 15, 2023.

PASSED AND APPROVED this 15th day of May, 2023, 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:

Liza Walker (signed)  
City Clerk

Motion to Accept the Quote of Capri )  
Pools & Aquatics, of Edwardsville, )  
Illinois, relative to the Purchase of )  
Chemicals and Installation of a )  
Chemical Feeder at the City Pool )





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**MINUTES**

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the quote of Capri Pools & Aquatics, of Edwardsville, Illinois, in the amount of \$1,725.00, relative to the purchase of chemicals and installation of a chemical feeder at the City Pool. Ayes-7; Nays-0; Absent-1.

Ordinance No. 23-38 Re: To Authorize a)  
 Contractual Agreement with Capri Pools )  
 & Aquatics, of Edwardsville, Illinois, )  
 Relative to the Purchase of Chemicals )  
 and Installation of a Chemical Feeder )  
 at the City Pool )

The matter of authorizing a contractual agreement with Capri Pools & Aquatics, of Edwardsville, Illinois, relative to the purchase of chemicals and installation of a chemical feeder at the City Pool, came on for consideration. Alderman Reiminger introduced Bill No. 23-39, 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 CAPRI POOLS & AQUATICS, OF EDWARDSVILLE, ILLINOIS, RELATIVE TO THE PURCHASE OF CHEMICALS AND THE INSTALLATION OF A CHEMICAL FEEDER AT THE CITY POOL; 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 Alderwoman Williams, Bill No. 23-39 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderwoman Williams, Bill No. 23-39 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 23-38 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderwoman Young-aye; Alderman Baker-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; and Alderman Sander-absent.

**BILL NO. 23-39**

**ORDINANCE NO. 23-38**

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CAPRI POOLS & AQUATICS, OF EDWARDSVILLE, ILLINOIS, RELATIVE TO THE PURCHASE OF CHEMICALS AND THE INSTALLATION OF A CHEMICAL FEEDER AT THE CITY POOL; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.**

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

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

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





**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, May 15, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Capri Pools & Aquatics, of Edwardsville, Illinois**. 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: May 15, 2023.

SECOND READING: May 15, 2023.

PASSED AND APPROVED this 15th day of May, 2023, 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:

Liza Walker (signed)  
City Clerk

Motion to Approve the Appointments of )  
 Mayor Dwain L. Hahs and City )  
 Administrator James Roach to Serve on )  
 the Board of Directors of the Southeast )  
 Metropolitan Planning Organization; and )  
 Director of Administrative Services )  
 Rodney Bollinger as an alternate, for a )  
 Two-Year Term Beginning July 1, 2023 )



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

**Monday, May 15, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve the appointments of Mayor Dwain L. Hahs and City Administrator James Roach to serve on the Board of Directors of the Southeast Metropolitan Planning Organization; and Director of Administrative Services Rodney Bollinger as an alternate, for a two-year term beginning July 1, 2023. Ayes-7; Nays-0; Absent-1.

Motion to Accept the Main Street )  
 Corridor Pedestrian Safety Study, as )  
 prepared by Lochmueller Group, of )  
 St. Louis, Missouri )

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to accept the Main Street Corridor Pedestrian Safety Study, as prepared by Lochmueller Group, of St. Louis, Missouri. Ayes-7; Nays-0; Absent-1.

Motion to Set a Public Hearing for )  
 Monday, June 5, 2023, to Consider the )  
 Comprehensive Rezoning of 403 and )  
 409 East Main Street, and 108 South )  
 Georgia Street, as submitted by the )  
 City of Jackson )

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to set a public hearing for Monday, June 5, 2023, at 6:00 p.m., to consider the comprehensive rezoning of 403 and 409 East Main Street, and 108 South Georgia Street from I-2 (Heavy Industrial) District to C-3 (Central Business) District, as submitted by the City of Jackson. Ayes-7; Nays-0; Absent-1.

Motion to Set a Public Hearing for )  
 Monday, June 5, 2023, to Consider the )  
 Rezoning of 204, 207, 208, and 212 )  
 Cherry Street, and 211 and 219 North )  
 Missouri Street, as submitted by the )  
 County of Cape Girardeau )

Motion made by Alderwoman Liley, seconded by Alderman Baker, to set a public hearing for Monday, June 5, 2023, at 6:00 p.m., to consider the rezoning of 204, 207, 208, and 212 Cherry Street, and 211 and 219 North Missouri Street from R-4 (General Residential) District to C-3 (Central Business) District, as submitted by the County of Cape Girardeau. Ayes-7; Nays-0; Absent-1.

Resolution No. 2023-02: A Resolution )  
 to Support a Missouri Regional Bridge )  
 Program Application to the Missouri )  
 Highways and Transportation )  
 Commission for the Sunset Drive Bridge )  
 Replacement Project )

**RESOLUTION NO. #2023-02**

**RESOLUTION**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, EXPRESSING SUPPORT OF A MISSOURI REGIONAL BRIDGE PROGRAM APPLICATION TO THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR THE SUNSET DRIVE BRIDGE REPLACEMENT PROJECT.**



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, May 15, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

WHEREAS, the City of Jackson, Missouri constructs, operates and maintains an extensive network of public streets, bridges, sidewalks, and recreation trails for the benefit of their citizens, school students, and the traveling public at large, and;

WHEREAS, the City participates in the Missouri Department of Transportation (MoDOT) Biennial Non-State Bridge Inspection Program;

WHEREAS, the Board of Aldermen of the City has adopted a City-Wide Bridge Plan;

WHEREAS, the City of Jackson is now in the design phase for the Sunset Drive Bridge over Hubble Creek (MoDOT Bridge No. 2150005) anticipated for construction in 2026;

WHEREAS, the City is applying for federal assistance through the Missouri Regional Bridge Program for the replacement of the Sunset Drive Bridge over Hubble Creek which has been identified as eligible for replacement due to a poor condition rating.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City, through its Board of Aldermen, does hereby express and confirms its support for the submittal of a Missouri Regional Bridge Program application to the Missouri Department of Transportation for the funding of the Sunset Drive Bridge Replacement Project.

2. This Resolution shall be submitted as soon as practical upon its passage to the Missouri Department of Transportation in Sikeston, Missouri, as an attachment to the grant application.

4. In the event a grant is awarded, the City is prepared to complete the project within the time period identified on the signed project agreement.

5. In the event a grant is awarded, the City will comply with all rules and regulations in MoDOT's Engineering Policy Guide (EPG) and all state or federal laws that govern the grant applicant during the performance of the project.

PASSED AND APPROVED this 15th day of May, 2023, 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:

Liza Walker (signed)  
 City Clerk

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to support a Missouri Regional Bridge Program application to the Missouri Highways and Transportation Commission for the Sunset Drive Bridge Replacement Project. Ayes-7; Nays-0; Absent-1.

Ordinance No. 23-39 Re: To Accept the )  
 Dedication of Sanitary Sewer Easement )  
 Deeds from The Brandes Family )  
 Protection Trust; and The Kirby J. Hahn )  
 Revocable Trust and The Leon G. Eftink )  
 Voluntary Trust, relative to the South )  
 Old Orchard Road Later Sewer Project )



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, May 15, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

The matter of accepting the dedication of Sanitary Sewer Easement Deeds from The Brandes Family Protection Trust Dated October 19, 2017; and The Kirby J. Hahn Revocable Trust and The Leon G. Eftink Voluntary Trust 1996 U/T/A Dated December 20, 1996, relative to the South Old Orchard Road Lateral Sewer Project, came on for consideration. Alderwoman Liley introduced Bill No. 23-40, being for an ordinance entitled as follows:

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY DEEDED TO THE CITY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED SANITARY SEWER EASEMENT DEEDS.**

On a motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 23-40 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 23-40 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 23-39 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Sander-absent; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Baker-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; and Alderwoman Williams-aye.

**BILL NO. 23-40**

**ORDINANCE NO. 23-39**

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY DEEDED TO THE CITY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED SANITARY SEWER EASEMENT DEEDS.**

WHEREAS, **The Brandes Family Protection Trust Dated October 19, 2017; and The Kirby J. Hahn Revocable Trust and The Leon G. Eftink Voluntary Trust 1996 U/T/A Dated December 20, 1996, of Jackson, Missouri**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Sanitary Sewer Easement Deeds, attached hereto.

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

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



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN REGULAR MEETING**  
**Monday, May 15, 2023 at 6:00 PM**  
**Board Chambers, City Hall, 101 Court St.**

**MINUTES**

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said Deeds 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: May 15, 2023.

SECOND READING: May 15, 2023.

PASSED AND APPROVED this 15th day of May, 2023, 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:

Liza Walker (signed)  
City Clerk

Introduction of Officer Thomas Parker )

Now comes forth Assistant Chief of Police Alex Broch to introduce Thomas Parker to the Mayor and Board of Aldermen as a new Police Officer with the City of Jackson Police Department.

Motion to Adjourn the Meeting )

Meeting concluded at 6:20 P.M., on a motion by Alderman Baker, seconded by Alderwoman Liley, to adjourn the meeting. Ayes-7; Nays-0; Absent-1.

ATTEST:

\_\_\_\_\_  
Mayor

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



THE POWER HOUSE AT UNION STATION • 401 S. 18<sup>th</sup> ST., STE. 400 • SAINT LOUIS, MISSOURI 63103-2296  
314-531-4321 • FAX 314-531-6966 • [www.HornorShifrin.com](http://www.HornorShifrin.com)

May 4, 2023

Mrs. Janet Sanders  
Public Works Director  
City of Jackson  
101 Court Street  
Jackson, MO 63755

**Re: Task Order Proposal to Provide Professional Engineering Services for the  
Water Meter Replacement Project for the City of Jackson, MO**

Dear Mrs. Sanders:

As requested, this Task Order is to provide the design of bidding documents for the Water Meter Replacement Project. Bidding, construction, and inspection phase services will not be provided.

The attached Exhibits A (scope of services and detailed fee spreadsheets) defines the assumed scope of work based on our current knowledge of this project. Based on the referenced SCOPE of WORK, we estimate the cost to furnish the items within this scope, not to exceed \$8,200. See the cost breakdown on the following pages.

ENGINEER proposes to complete the work defined herein within 2 months following the City's issuance of the Notice to Proceed.

We appreciate the opportunity to continue to serve the City of Jackson under our existing task order agreement for engineering services. Please call me to discuss any questions regarding our proposed scope or fee proposal.

Respectfully Submitted,

A handwritten signature in blue ink that reads "James E. McCleish".

James E. McCleish, P.E.  
Vice President  
Practice Leader, Water

A handwritten signature in blue ink that reads "Lisa E. Fennewald".

Lisa Fennewald, P.E.  
Project Manager

**ATTACHMENT A****WATER METER REPLACEMENT PROJECT  
LIST OF MAJOR ANTICIPATED TASKS****SCOPE**

The Water Meter Replacement Project consists of design services for the preparation of bidding documents to replace approximately 1,000 meters.

- a. City will provide all needed supplies to perform the work, including meter setters, PRV, meter, ERT, antenna adaptor, and meter pit with lid.
- b. No technical equipment specifications will be required.
- c. No bidding, construction, or inspection phase services will be required.
- d. City will provide a database converted to excel that shows property owner name, address, phone number, meter size, and service line material if known.

**DESIGN PHASE SERVICES:**

1. Revise City's standard meter detail to reflect the addition of the PRV, corp stop, ROW line, owner ship and responsibility of service line. Incorporate this detail into the technical specifications for bidding.
2. Prepare 90% Division 1 specifications and any additional required technical specifications if needed.
3. Prepare 90% Project front end documents and include any City updated information - insurance, etc.
4. Prepare 90% estimate of construction cost estimate.
5. Submit 90% specifications, bidding documents, and cost estimate to City for review.
6. Review 90% complete specifications with the City.
7. Incorporate City Staff review comments and finalize complete construction specifications and bidding documents; then submit completed bidding package to City Staff in preparation for solicitation of construction bids.
8. Administer and manage Design Phase Services, including QA/QC of design.



**CITY OF JACKSON, MO  
WATER METER REPLACEMENT PROJECT  
ENGINEERING FEE ESTIMATE**

Prepared By: LEF

**LABOR:**

<u>Cost Center</u>	<u>Task No.</u>	<u>Task Description</u>	<u>Task M.H.</u>	<u>Task Cost</u>	<b>Labor Classification</b>			
					<b>Fennewald, Lisa</b>	<b>Peetz, Kent</b>	<b>Dokic, Anis</b>	<b>Mills, Michael</b>
					<b>WP04</b>	<b>WP03</b>	<b>WP11</b>	<b>WP10</b>
		<b>DESIGN PHASE SERVICES</b>						
Water	1	Revised City's standard meter detail	6	\$890	1	1		4
Water	2	Prepare 90% Division 1 specifications and any additional required technical specifications if needed.	12	\$1,740	2	2	8	
Water	3	Prepare 90% Project front end documents and include any City updated information - insurance, etc.	10	\$1,340	2		8	
Water	4	Prepare 90% estimate of construction cost estimate.	10	\$1,640	4	2	4	
Water	5	Submit 90% specifications, bidding documents, and cost estimate to City for review.	2	\$310	1		1	
Water	6	Review 90% complete specifications with the City.	1	\$190	1			
Water	7	Incorporate City Staff review comments and finalize complete construction specifications and bidding documents; then submit completed bidding package to City Staff in preparation for solicitation of construction bids.	8	\$1,110	2		4	2
Water	8	Administer and manage Design Phase Services, including QA/QC of design.	4	\$760	4			
		Subtotal	53	\$7,980	17	5	25	6
		TOTAL ESTIMATE MANHOURS	53		17	5	25	6
		<b>TOTAL ESTIMATED LABOR COSTS</b>		<b>\$7,980</b>				

**DESIGN EXPENSES:**

<u>Item</u>	<u>Unit</u>	<u>Total Cost</u>
Mileage:	0 miles	\$0
Subconsultant:	SAY	\$0
Reproduction & Photocopy:	-- SAY	\$100
Field Equipment Rental Reimbursement:	-- SAY	\$0
Misc. Reimbursable Expenses:	-- SAY	\$50
<b>ESTIMATED TOTAL REIMBURSIBLE EXPENSES:</b>		<b>\$150</b>
<b>MARK UP PERCENTAGE:</b>		<b>0%</b>
<b>ESTIMATED TOTAL EXPENSES:</b>		<b>\$150</b>
<b>TOTAL ESTIMATED NOT-TO EXCEED COST:</b>		<b>\$8,200</b>

# MEMO



**TO:** Mayor Hahs and Members of the Board of Aldermen

**FROM:** Janet Sanders, Director of Public Works

**DATE:** June 1, 2023

**SUBJECT:** Task Order for Inspection Services by Strickland  
Engineering for the Water Facility Implementation Plan,  
Phase 2, Projects 2D

---

The attached proposal is the per hour price for Strickland Engineering to perform inspections services as a Task Order for the Jackson Water Plant Improvements, Phase 2, Project 2D. Strickland performed the same services under a separate Task Order for the previous Phase 2 Project 2C.

The contractor for Project 2D is RIHC and that work on upgrading the Water Plant is planned to begin when back-ordered parts have been received.

Horner & Shifrin estimated the inspection costs for Project 2D as \$15,000.00. This estimate was used for the recent water bond release.



**STRICKLAND  
ENGINEERING**

113 W. Main Street, Suite 1 Jackson, MO 63755

Tel. 573-243-4080 Fax 573-243-2191

[www.stricklandengineering.com](http://www.stricklandengineering.com)

May 31, 2023

Ms. Janet Sanders  
Public Works Director  
City of Jackson  
101 Court Street  
Jackson, Missouri 63755

RE: Resident Inspection Services

Dear Ms. Sanders,

Strickland Engineering is pleased to submit a fee proposal for providing the City with the services of a Resident Project Representative to assist the City in the construction of municipal projects including, but not limited to, street, water, sewer, and electric utilities. The following information summarizes the scope of work and schedule of rates for said services.

## **SCOPE OF SERVICES**

### **Duties, Responsibilities, and Limitations of Authority of Resident Project Representative**

- A. Strickland Engineering shall furnish a Resident Project Representative ("RPR") to assist Design Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Design Engineer's representative at the Site, will act as directed by and under the supervision of Design Engineer, and will confer with Design Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Strickland Engineering shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Strickland Engineering shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Strickland Engineering (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. Strickland Engineering (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- C. The duties and responsibilities of the RPR are as follows:
  1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Design Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Design Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Design Engineer concerning acceptability of such schedules.
3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings).
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
  - a. Serve as Design Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Design Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Design Engineer regarding such RFIs. Report to Design Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
  - a. Record date of receipt of Samples.
  - b. Receive Samples that are furnished at the Site by Contractor, and notify Design Engineer of availability of Samples for examination.
  - c. Advise Design Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Design Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Design Engineer. Transmit Design Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
  - a. Report to Design Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and



provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Design Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Design Engineer for addressing such Work. ; and
- c. Advise Design Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Design Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Design Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Design Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Design Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Design Engineer.
- c. Survey the locations of underground piping, fittings, valves, etc. before Contractor backfilling to be used by the Design Engineer in preparing Record Drawings
- d. Upon request from Owner to Design Engineer, photograph or video Work in progress or Site conditions.

- e. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- f. Maintain records for use in preparing Project documentation.
- g. Upon completion of the Work, furnish original set of all RPR Project documentation to Design Engineer.

12. *Reports:*

- a. Furnish to Design Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule.
- b. Draft and recommend to Design Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Design Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Design Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Design Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Design Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Design Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Design Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Design Engineer concerning acceptance.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
3. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
4. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
5. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Design Engineer.
6. Authorize acceptance of the Work by the Owner.

## COMPENSATION

The City shall compensate Strickland Engineering for performance of the services on an hourly basis plus expenses. The following rate schedule will be used as the basis of compensation.

### Rate Schedule

Resident Inspector	\$70.00/hr
Engineer IV	\$150.00/hr

Please contact me if you have any questions regarding this proposal. I look forward to working with you on this project.

Sincerely,



Brian W. Strickland, PE, PLS  
Principal





RESOLUTION NO. \_\_\_\_\_

A RESOLUTION AUTHORIZING PARTICIPATION IN THE JOINT USE OF  
THE FIRE RESCUE TRAINING CENTER AND EXECUTION OF TRAINING  
AND RELEASE AGREEMENTS IN RELATION THERETO.

WHEREAS, the City of Jackson, Missouri, owns and operates the Fire Rescue Training Center located at 2220 Lee Avenue, Jackson, Missouri (“Center”); and

WHEREAS, Jackson Fire Rescue participates in joint training with other fire and rescue departments and students of the fire and rescue program with the Career & Technology Center for the Cape Girardeau School District; and

WHEREAS, the Center is valuable to other department personnel and students for improving firefighting and rescue skills; and

WHEREAS, the knowledge and skill other department personnel and students receive from the joint use of the Center are valuable to the City of Jackson, Missouri for mutual aid purposes and training students who may become potential recruits for the City of Jackson, Missouri.

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

1. The City of Jackson, Missouri, is authorized to participate in the Training and Release Agreement, subject to the terms and conditions thereof, a copy of which is attached hereto and made a part hereof as Exhibit A (“Agreement”).

2. The Fire Chief for the City of Jackson, Missouri, or his designate, has the authority to sign and deliver the Agreement as hereby approved by the Mayor and Board of Aldermen for the City of Jackson, Missouri.

3. This authority shall continue for future joint training exercises at the Center unless and until terminated by the Board of Aldermen for the City of Jackson, Missouri.

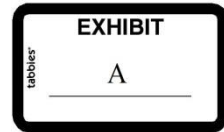
PASSED AND APPROVED this \_\_\_\_\_ day of May, 2023, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions, and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

BY: \_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

\_\_\_\_\_  
Liza Walker, City Clerk



## TRAINING AND RELEASE AGREEMENT

This Training and Release Agreement (the “Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the **CITY OF JACKSON, MISSOURI, a municipal corporation**, (“City”) and \_\_\_\_\_, (“Department”),

### **WITNESSTH:**

**WHEREAS**, the City owns and operates the Fire Rescue Training Center (“Center”) located at 2220 Lee Avenue, Jackson, Missouri; and

**WHEREAS**, the City makes the Center available for training purposes to the personnel of other departments and students of the Career & Technology Center for the Cape Girardeau School District (hereinafter jointly described as “Department”); and

**WHEREAS**, the City’s Center is valuable to Department personnel and students for improving firefighting and rescue skills; and

**WHEREAS**, the knowledge and skill Department personnel and students receive are valuable to the City for mutual aid purposes and training students who may become potential recruits for the City’s firefighting and rescue department;

**NOW THEREFORE**, the parties agree as follows:

1. Department personnel and students shall be candidates for Fire Fighter I and II certification.
2. Department personnel and students shall provide their own structural firefighting PPE, PASS device, and SCBA that are NFPA compliant, in good working condition, and meet testing (hydrostatic) requirements.
3. Department personnel and students shall participate in preparing the Center before training commences and cleanup of the Center after training is completed.

4. Department personnel and students shall obtain, use and dispose of all consumables including, but not limited to, propane, extrication prop, refreshments, apparatuses, appliances, tools, and communication systems.
5. Department personnel and students shall comply with the Center's Standard Operation Guidelines and the National Fire Protection Association Standard 1403 (Fire Brigade Standards) while participating in training at the Center.
6. Prior to participation in training at the Center, Department shall provide a Certificate of Insurance with the following coverage:
  - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
  - Worker's Compensation Insurance (if applicable) within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
  - Additional Insured Endorsement naming the City as a named additional insured.
  - The City listed as Certificate Holder on the signed Certificate of Insurance.
  - Insufficient or lapsed insurance coverage at any time will be good cause for termination of this Agreement.
  - No provision of this Agreement shall constitute a waiver of the City's right to assert a defense based on sovereign immunity, official immunity, or any other immunity available under law.
7. To the fullest extent permitted by law, Department agrees to indemnify, defend and hold harmless the City, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to the use of City's facilities, buildings, equipment or infrastructure under this Agreement involving injury or death of a

- person, or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses are caused by the negligence or other wrongdoing of the Department, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.
8. Department personnel and students shall execute a separate Release and Waiver of Liability Form. In addition, a parent or guardian shall also execute a separate Release and Wavier of Liability Form on behalf of the student.
  9. City shall have the right, in its sole discretion, to terminate this Agreement, exercisable by delivering written notice to the Department stating the date and time the termination is effective.
  10. This Agreement contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Agreement sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.
  11. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri. In the event of a dispute between the parties, the venue shall be in the Circuit Court of Cape Girardeau County, Missouri.

12. This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and its respective legal representatives, successors, and assigns.
13. In any case one or more of the provisions of this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
14. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

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

(Left Blank Intentionally)

**CITY:**

CITY OF JACKSON, MISSOURI

\_\_\_\_\_  
Jason Mouser, Fire Chief

**DEPARTMENT:**

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

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

Agency: \_\_\_\_\_

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

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



*Deed of Dedication – Water Line Easement  
Water System Facility Plan Implementation Project – Phase 2, Project 2E*

**BILL NO. 23-\_\_**

**ORDINANCE NO. 23-\_\_**

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

WHEREAS, **Radiology Investments Group, L.C.**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Water Line Easement Deed, attached hereto.

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

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

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

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

FIRST READING: June 5, 2023.

SECOND READING: June 5, 2023.

PASSED AND APPROVED this 5th day of June, 2023, by a vote of \_ ayes, \_ nays, \_ abstentions and \_ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

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

ATTEST:

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

<b>TITLE OF DOCUMENT:</b>	<b>WATER LINE EASEMENT DEED</b>
<b>DATE OF DOCUMENT:</b>	<b>MAY 17, 2023</b>
<b>GRANTOR:</b>	<b>RADIOLOGY INVESTMENTS GROUP, L.C.</b>
<b>GRANTORS MAILING ADDRESS:</b>	<b>70 DOCTORS PARK CAPE GIRARDEAU, MISSOURI 63703</b>
<b>GRANTORS DEED RECORDING:</b>	<b>DOCUMENT 2015-08687</b>
<b>GRANTEE:</b>	<b>CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755</b>
<b>PROPERTY ADDRESS:</b>	<b>1605 OLD CAPE ROAD JACKSON, MISSOURI 63755</b>
<b>LEGAL DESCRIPTION OF EASEMENT:</b>	<b>SEE PAGES 2 &amp; 3 OF DEED</b>

**WATER LINE EASEMENT DEED**

THIS WATER LINE EASEMENT DEED, made and entered into this 17 day of May, 2023, by and between RADIOLOGY INVESTMENTS GROUP, L.C., a Missouri Limited Liability Company, of the County of Cape Girardeau, State of Missouri, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

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

To construct, maintain, repair, replace, and operate a water line and necessary appurtenances thereto on, across and under the following described real estate situated in the City of Jackson, County of Cape Girardeau, and State of Missouri, to-wit:

Permanent Easement:

THAT PART OF LOT 2 OF RADIOLOGY INVESTMENT GROUP SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2020-06685 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE NORTH 07°12'39" EAST ALONG THE EAST LINE OF SAID LOT 2, 17.48 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, AND LEAVING SAID EAST LINE, NORTH 59°00'20" WEST 549.89 FEET; THENCE SOUTH 31°09'48" WEST 16.00 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 31°09'48" EAST 26.00 FEET; THENCE SOUTH 59°00'20" EAST 555.46 FEET TO A POINT ON SAID EAST LINE OF SAID LOT 2; THENCE SOUTH 07°12'39" WEST ALONG SAID EAST LINE, 10.93 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 5,737 SQUARE FEET

Temporary Easement:

THAT PART OF LOT 2 OF RADIOLOGY INVESTMENT GROUP SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2020-06685 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD THE FOLLOWING COURSES, NORTH 59°00'19" WEST 182.74 FEET; THENCE NORTH 30°59'41" EAST 10.00 FEET; THENCE NORTH 59°00'19" WEST 90.00 FEET; THENCE SOUTH 30°59'41" WEST 10.00 FEET; THENCE NORTH 59°00'19" WEST 284.25 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 31°09'48" EAST 16.00 FEET; THENCE SOUTH 59°00'20" EAST 549.89 FEET TO A POINT ON THE EAST LINE OF SAID LOT 2; THENCE SOUTH 07°12'39" WEST ALONG SAID EAST LINE, 17.48 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 7,205 SQUARE FEET.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON COMPLETION OF CONSTRUCTION.

See drawing of Permanent Easement and Temporary Easement attached hereto as Exhibit A and incorporated by this reference.

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

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

1. The Grantee agrees that the use hereby granted shall be limited exclusively to water utility facilities and uses incidental thereto, and all improvements in the easement shall be located underground.
2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all claims and actions at law and in equity which may arise out of, or because of negligence or intentional malfeasance of the Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing, and utilizing the easement granted hereunder.
3. The Grantor hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantor shall not permanently obstruct, or



permit to be permanently obstructed by improvements constructed by Grantor after the date hereof, on the easement premises at any time whatsoever without the express prior written consent of the Grantee.

4. The Grantee agrees to immediately restore the surface of the ground and all landscaping thereon to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable.

5. In making use of the easement, Grantee shall make adequate provisions for the safety and convenience of all persons using the easement property or the improvements installed therein or thereon.

6. Grantee shall not obstruct the driveway access area or curbcut area that intersects with East Jackson Blvd. near the southeast corner of that Lot 2.

7. Grantee shall maintain and operate the water utility facilities at all times free from leaks as is possible in the exercise of reasonable diligence; any leaks and resulting damage shall be promptly repaired at Grantee's expense. Notwithstanding the foregoing, the cost of repairs due to the actions of others will be the responsibility of the appropriate party.

8. The temporary easement set forth above shall automatically expire on the earlier of (i) completion of construction or (ii) eighteen months (18) months from the date hereof.

9. In the event an action is brought to enforce the provisions of this instrument, the prevailing party shall be entitled to recover all of its reasonable costs and expenses incurred in connection therewith, including but not limited to court costs and reasonable attorney fees.

*[Remainder of page intentionally left blank. Signatures appear on following page.]*

IN WITNESS WHEREOF, the said Grantor has executed these presents this  
17 day of May,  
2023.

RADIOLOGY INVESTMENT GROUP, L.C.

Mark L. Lator  
\_\_\_\_\_, ~~President~~  
MANAGING MEMBER

Todd m B (SEAL)  
\_\_\_\_\_, Secretary

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

On this 17 day of May, 2023, before me personally  
appeared Mark L. Lator, to me known to be the persons who  
executed the within document as members of Radiology Investment Group, L.C., a Missouri  
limited liability company, and are authorized by the Operating Agreement of said limited  
liability company to execute the within document on behalf of said limited liability company,  
and acknowledged to me that they executed the same as their free act and deed and as the free act  
and deed of said limited liability company for the purposes therein stated.

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

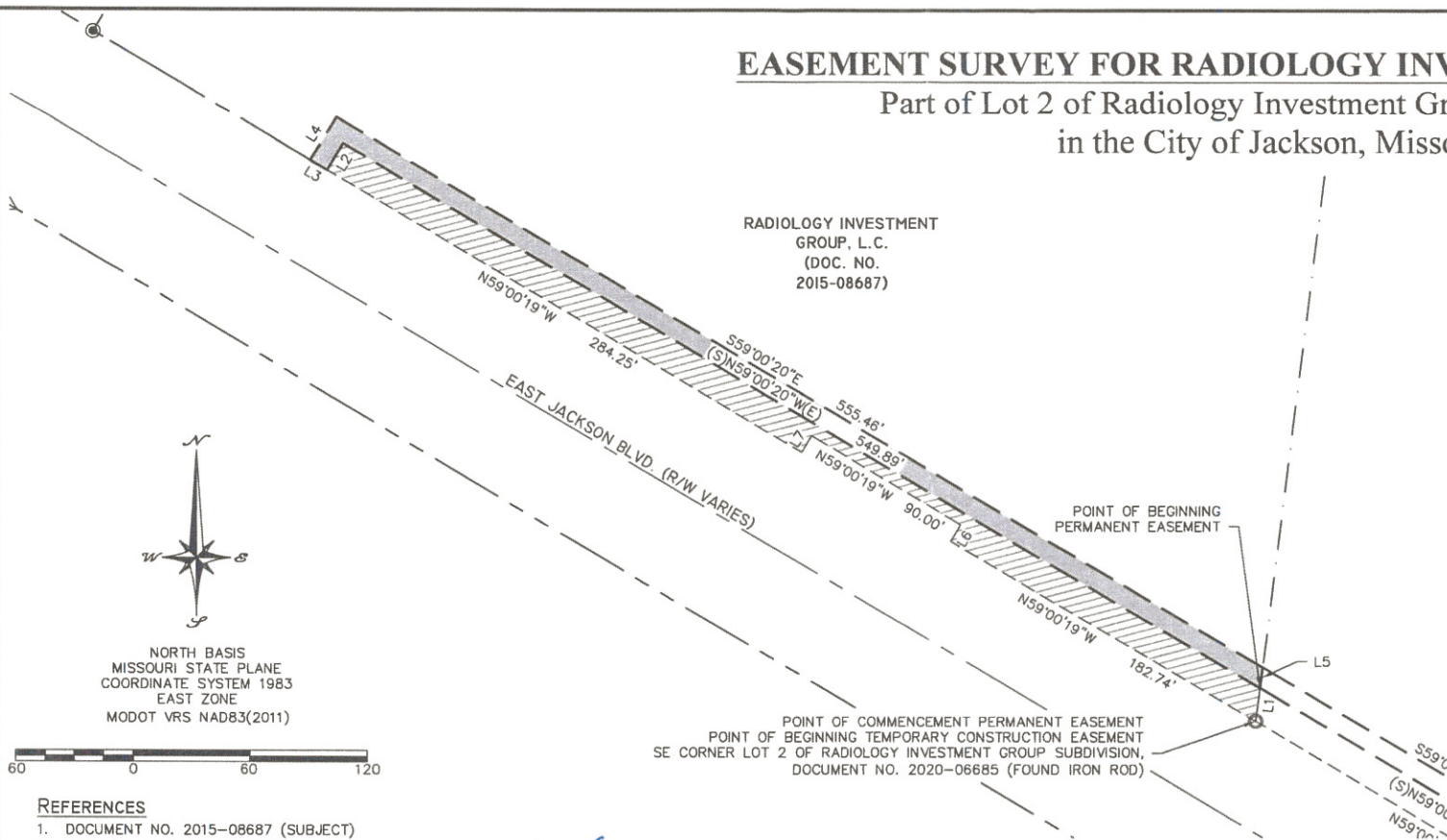
Melissa D. Jamieson  
\_\_\_\_\_, Notary Public  
State of Missouri  
County of Cape Girardeau  
My term expires: 6/30/2024

MELISSA DIANN JAMIESON  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for Cape Girardeau County  
My Commission Expires: June 30, 2024  
Commission Number: 12413132

# EASEMENT SURVEY FOR RADIOLOGY INVESTMENT GROUP, LC

Part of Lot 2 of Radiology Investment Group Subdivision,  
in the City of Jackson, Missouri.

RADIOLOGY INVESTMENT  
GROUP, L.C.  
(DOC. NO.  
2015-08687)



PARCEL LINE TABLE

Line #	Direction	Length
L1	(S)N7°12'39"E(W)	17.48
L2	(N)S31°09'48"W(E)	16.00
L3	N59°00'19"W	10.00
L4	N31°09'48"E	26.00
L5	(N)S7°12'39"W(E)	10.93
L6	N30°59'41"E	10.00
L7	S30°59'41"W	10.00

## REFERENCES

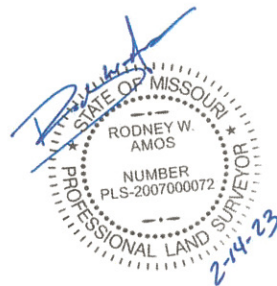
1. DOCUMENT NO. 2015-08687 (SUBJECT)
2. RADIOLOGY INVESTMENT GROUP SUBDIVISION, DOC. NO. 2020-06685

ACCURACY STANDARD: TYPE URBAN

## LEGEND

1. IRON ROD W/CAP (FOUND)
2. IRON ROD (FOUND)
3. RIGHT-OF-WAY MARKER

PERMANENT EASEMENT  
 TEMPORARY CONSTRUCTION EASEMENT



THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE  
CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY  
SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS  
WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 14TH  
DAY OF FEBRUARY 2023.

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



**STRICKLAND  
ENGINEERING**

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

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

**EASEMENT SURVEY FOR  
RADIOLOGY INVESTMENT  
GROUP, LC  
1605 OLD CAPE RD.  
JACKSON, MO**

SCALE 1"=60'  
DATE 02-14-2023  
DRAWN BY RA  
CHECKED BY DR  
PROJECT # 21-231





## CITY OF JACKSON - SPECIAL EVENT PERMIT APPLICATION

**All Special Event Permit Applications for events are to be filed at least fourteen (14) days prior to initial advertisement of the event. Events requesting use of the band shell or pyrotechnics must be submitted at least thirty (30) days prior to initial advertisement of the event. Submission of the application does not constitute approval of the permit. A permit will be issued to the applicant upon City approval. Applications for events are to be filed with:**

City Clerk  
101 Court St., Jackson, MO 63755  
573-243-3568

### I. APPLICANT INFORMATION

Applicant Name:	Kimberly Anello	
Business or Organization Name:	Jackson Elks Lodge # 2652	
Mailing Address:	542 W. Independence Jackson, MO 63755	
Contact Person for Event Organization: Kimberly Anello	Address: 542 W. Independence Jackson, MO 63755 (city, state, zip)	Phone: 573-576-0957 (personal cell) Email: kaanello@semo.edu (personal email)
	Address: 542 W. Independence Jackson, MO 63755 (city, state, zip)	Phone: 573-243-1259 (lodge phone) Email: jacksonelks@gmail.com (lodge email)
Contact Person Available at Event: Kimberly Anello	Address: 542 W. Independence Jackson, MO 63755 (city, state, zip)	Phone: 573-243-1259 (lodge phone) Email: jacksonelks@gmail.com (lodge email)

### II. EVENT INFORMATION

Event Name:	Jackson Elks 2nd annual Luau	
Is this a New Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If no, specify previous event location: Jackson Elks Lodge	
Type of Event:	<input type="checkbox"/> Festival <input type="checkbox"/> Parade <input type="checkbox"/> Run/Walk <input checked="" type="checkbox"/> Concert <input type="checkbox"/> Carnival <input type="checkbox"/> Circus <input checked="" type="checkbox"/> Party <input type="checkbox"/> Reception <input type="checkbox"/> Dinner <input type="checkbox"/> Picnic <input type="checkbox"/> Block Party <input type="checkbox"/> Other	
Purpose/description of event (be specific):	2nd annual membership drive/summer celebration.	
Anticipated number attending, including event staff:	150	
Time Period of Event:	Beginning & ending date of event activities: 1 pm start time 11:30 pm end time June 17	Hours of operation of event activities: 10 .5 hours total
	Beginning date & time of setup/street closure: upper parking lot & patio only	Ending date & time of setup/street closure: upper parking lot & patio only

### III. PROPERTY/LOCATION INFORMATION:

Address or description of site:	542 W. Independence, Outside the lodge building in the upper parking lot and the patio area.
---------------------------------	--

**IV. EVENT ACTIVITIES AND ORGANIZATION:** Answer "yes" or "no" to indicate if any of the following will be part of the event.

Closure or blockade of city street(s). If yes, include detailed map of areas needing closure.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Outdoor loudspeaker use (for music, announcements, etc.)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Temporary electric power hookups needed (available in limited locations)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Temporary water hookups needed (available in limited locations)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Park band shell requested (application must be received at least 30 days prior to advertising the event)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Alcoholic beverages sold by event organizers or participating vendors/sponsors/others	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Alcoholic beverages served at no charge by event organizers or participating vendors/sponsors/others	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Alcoholic beverages allowed BYOB as open containers	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Beer/wine garden (barricaded area required for outdoor sales and/or open containers outdoors – barricades not required for small private events using immediate area of reserved park pavilion or reserved Civic Center patios)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Tents - excluding canopies open on all sides (requires Fire Marshal inspection after setup)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Carnival rides, inflatable rides, or animal rides If yes, please specify: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Animal shows, parades, displays, or activities If yes, please specify: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Temporary restroom facilities located on city street, sidewalk, park, or other city property If yes, name of firm: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Private security If yes, name of firm: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Private trash disposal provided (may be required based on scope of event) If yes, name of firm: _____	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Food and/or beverage sales (requires separate Cape County Health Department approval)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Merchandise sales and/or sales of services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Pyrotechnics or fireworks (only allowed with Board of Aldermen approval)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**V. REQUIRED DOCUMENTATION/FEES**

1.	<b>A copy of the applicant's driver's license shall be included with this application.</b>
2.	<p>For events other than those contained within a park pavilion - attach a detailed site plan for the proposed location showing all applicable event facilities and activities. Site plan should include the entire location to be utilized by the event and include:</p> <ul style="list-style-type: none"> <li>• Requested street closure blockade locations.</li> <li>• Emergency vehicle access (blocked streets require maintenance of an 18' wide fire lane containing no parked vehicles, trailers, stages, vendor booths, tents, etc. (Some temporary, lightweight tables and chairs may be allowed to encroach into fire lane, upon approval of the Fire Marshal.)</li> <li>• Merchandise/service vendor locations (specific names of vendors not required on site plan)</li> <li>• Food vendor locations (specific names of vendors not required on site plan)</li> <li>• Location of rides and other attractions/activities, and all tent locations (vendor locations are assumed to possibly include pop-up canopies and are not required to be shown separately as tents).</li> <li>• Stage locations/lighting plans/sound system locations.</li> <li>• A complete list of all vendors selling merchandise, services, or food/beverage at the event, including their contact information.</li> <li>• For parades and run/walks, a map of the entire route, staging area, starting and finish lines.</li> <li>• Any other pertinent features of the event.</li> </ul>
3.	<b>For events including the sale of alcohol</b> , attach a copy of State of Missouri Division of Alcohol and Tobacco Control Picnic or Temporary Caterer's License for the event.



4.	<b>ONLY</b> for events including the sale of alcohol, a City of Jackson Temporary Caterer's or Picnic License for the sale of intoxicating beverages is required. <b>Please submit the required \$10 license fee along with the application for this license</b> , if applicable. This license will be issued to the applicant/organization for the event.
5.	<b>ONLY</b> for event applicants/organizations selling food, beverages, merchandise, or services at the event, a current City of Jackson vendor's license is required for the organization, unless the organization is a non-profit corporation or the business already has a City of Jackson Business License. <b>Please submit a completed <u>City of Jackson Business License Application</u>, Missouri Certificate of No Tax Due (<a href="http://dor.mo.gov/tax/business/sales/notaxdue/">http://dor.mo.gov/tax/business/sales/notaxdue/</a>), and required license fee for application for this license.</b>
6.	<b>ONLY</b> for events with sales of food, beverages, merchandise or services by other than the applicant/organization, a complete list of all vendors (including the hosting organization, if applicable) must be submitted at least 3 business days prior to the event. All vendors must have a current City of Jackson business license.
7.	<b>FOR ALL EVENTS INVOLVING BUSINESSES, ORGANIZATIONS, OR NOT FOR PROFITS, AND FOR ALL EVENTS SELLING ALCOHOLIC BEVERAGES OR PROVIDING ALCOHOL FREE OF CHARGE:</b> attach a certificate of insurance as evidence of coverage as detailed below.

#### VI. APPLICANT RESPONSIBILITIES

1.	The applicant is responsible for maintaining lawful use of any location and/or facilities, and must report immediately to the Jackson Police Department any illegal activity or disturbance occurring at the event.
2.	The applicant is responsible for the care of any city-provided barricades, utility equipment, and other city-provided items before, during, and after the event. Street barricades will be provided on site, and are to be set in place by the applicant no sooner than the beginning of the approved street closure time, and must be removed to the side of streets no later than the ending of the approved street closure time.
3.	The applicant is expected to contact adjacent property owners and obtain their consent to any street closure requests which temporarily restrict access to any private property.
4.	The applicant is responsible for restoring the area to a presentable appearance immediately upon the close of the event.

#### INSURANCE REQUIREMENTS:

1. The applicant shall purchase and maintain Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis.
2. Prior to activities commencing, the applicant shall furnish the City with certificates of insurance evidencing the coverage, conditions, and limits required by this agreement, including a separate endorsement for liquor liability if alcohol will be sold or served at the event, and have the City named as an additional insured in a separate additional insured endorsement.
3. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.
4. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.
5. If the applicant maintains higher limits than the minimums required, the member requires and shall be entitled to coverage for the higher limits maintained by the applicant.
6. Insurance required by this agreement and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said agreement or as broad as the indemnitor's insurance coverage, whichever is broader.

Site inspections may occur prior to or during the event by City staff. Failure to obtain the required permit and/or failure to abide by the conditions of an issued permit, or to abide by City ordinances or state or federal law may result in revocation of the permit and/or closure of the event.

**HOLD HARMLESS AGREEMENT:**

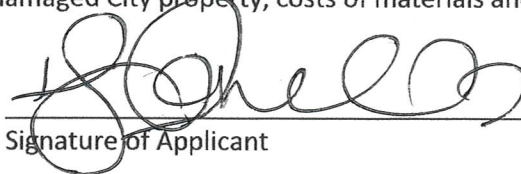
To the fullest extent permitted by law, applicant agrees to indemnify, defend and hold harmless the City of Jackson, its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court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

**SIGNATURE:**

I certify that the above information is correct to the best of my knowledge and belief. The applicant and/or sponsor agrees to follow the requirements of all applicable City of Jackson ordinances. The applicant and/or sponsor also agrees to the Hold Harmless Agreement stated above. The applicant and/or sponsor further agrees to be responsible for any expenses incurred by the City as a result of the special event for stolen or damaged City property, costs of materials and utilities, and for City employee overtime wages.

May 17, 2023

Date



Signature of Applicant

Kimberly Anello

Printed Name of Applicant

*Last updated 8-5-2022*



## PUBLIC WORKS MEMORANDUM

# City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Anna Bergmark, City Engineer

DATE: June 1, 2023

RE: Change Order No. 2 – Mary Street Bridge and Sidewalk Improvement Project.

Attached to this memo is Change Order No. 2 for the Mary Street Bridge and Sidewalk Improvement Project. The purpose of the change order is to address final quantities required for the project's completion. Changes in quantities that were not addressed in Change Order No 1 include modifications to the sidewalk design, additional tree removals, changes in access to 320 W Mary St., removal of two asbestos pipes, additional asphalt to remove difficult to maintain grass strips, and the reduction in quantities for the pedestrian fence and water meter pits.

I recommend approval of this change order.



CONTRACTOR: Putz Construction  
 PROJECT NAME: Mary Street Bridge Improvements

## CHANGE ORDER #2

CITY: Jackson  
 PROJECT NO.: \_\_\_\_\_

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

## 1. DESCRIPTION AND REASON FOR CHANGE:

- A) T&M work for installing ledger board and 3" pans(See CO#1)  
 B) Per city direction, contractor applied additional Pavement marking from STA 11+42 to 14+33 left and from 12+94 to 14+33 right  
 C) Per city direction, contractor removed the proposed tree lawn and added additional asphalt  
 D) Install signs in asphalt (no Detail Provided)  
 E) Quantity bust on the prints of 35 LF  
 F) Per city direction we were not to install meter and vault at Tract 5, 320 W. Mary due to the existing meter being inside the house and at Tract 6 due to being an empty lot  
 G) Did not have a service connection at Tract 6 due to it being an empty lot.  
 H) Due to redesigning the steps at Tract 5, 320 W. Mary, the steps came out into the driveway reducing the square footage of the retaining wall.

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

EST. LINE NO.	CONTRACT ITEM NO.	ITEM DESCRIPTION	UNITS PREVIOUSLY PROVIDED FOR	UNITS TO BE CONSTRUCTED	UNITS OVERRUN, UNDERRUN, CONTINGENT	UNIT	CONTRACT OR ADJUSTED UNIT PRICE	AMOUNT OF OVERRUN OR PLUS CONTINGENT	AMOUNT OF UNDERRUN OR MINUS CONTINGENT
		T&M work for installing ledger board and pans	0	1	1.00	LS	\$8,461.95	\$8,461.95	
41	6205901A	Pavement Marking 4" White (High Build Water Borne)	1066	1509.5	443.50	LF	\$2.48	\$1,099.88	
7	4011208	Bituminous Pavement Mixture (BP-2) (Surface Course)	213	263	50.00	TN	\$110.00	\$5,500.00	
		Sign install on Asphalt (Correction)	0	3	3.00	EA	\$800.00	\$2,400.00	
44	6071066	Pedestrian Fence (42")	132	97	35.00	LF	\$264.00		\$9,240.00
23	JSP	Water Meter & Vault (3/4")	5	3	2.00	EA	\$1,800.00		\$3,600.00
24	JSP	Water Service Line & Connections	5	4	1.00	EA	\$1,500.00		\$1,500.00
54	7034009	Retaining Wall, 8" Type C	195	185	10.00	SF	\$87.00		\$870.00
		Change Directives #1-4	0	1	1.00	LS	\$33,049.00	\$33,049.00	
TOTALS:								\$50,510.83	\$15,210.00
								\$35,300.83	

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

Please find the attached Contingent Item Price Check Supplemental Sheets for new items.

## 4. COST ADJUSTMENTS TO THE CONTRACT:

1. CONTRACT AMOUNT  
 2. OVERRUN PREVIOUS CHANGE ORDERS  
 3. OVERRUN THIS ORDER  
 4. UNDERRUN PREVIOUS CHANGE ORDERS  
 5. UNDERRUN THIS ORDER  
 6. PROJECT TOTAL

	\$1,643,870.58
\$48,657.56	
\$50,510.83	
\$16,002.00	
\$15,210.00	
	\$1,711,826.97

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

APPROVED: CITY OF JACKSON (OWNER)	DATE	APPROVED: Putz Construction	DATE
APPROVED: MODOT	DATE	APPROVED: COCHRAN ENGINEERING	DATE
			6/1/2023



# City of Jackson

## CHANGE DIRECTIVE

Putz Construction LLC

Name of Contractor

1

Change Directive No.

9257 State Hwy 72

Contractor Address

Millersville, MO 63766

City/State/Zip

Mary Street Bridge Improvement

Project Name

2/17/2023

Date

Basis of Change Directive:

- ☒ Error / Omission    ☐ Differing Site Conditions  
☐ Owner Request    ☐ Field Resolution  
☐ Value Engineering    ☐ Other

Cost Basis:

- ☒ Unit Price  
☐ Fixed Price  
☐ Other

Contract Price:

Amount: \$ 17,643.00

- ☒ Add    ☐ Equal Exchange  
☐ Deduct    ☐ No Change

Contract Time:

Days: 0

- ☐ Add    ☐ Equal Exchange  
☐ Deduct    ☒ No Change

Description: ☐ See Attachment

Item	Units	Units Used	Unit	Cost Amount
Removal of 4" Sidewalk	SF	504	\$5.75	\$2,898.00
Tree Removal	EA	3	\$1940.00	\$5,820.00
Sidewalk Bridge	EA	1	\$3,000.00	\$3,000.00
Reinforced Gutter Slab	EA	1	\$1,500.00	\$1,500.00
Grading Slopes East of SW	LS	1	\$1,275.00	\$1,275.00
New 4" Concrete SW	SF	504	\$6.25	\$3,150.00
			Total	\$17,643.00

Note: This Change Directive identifies satisfaction of all compensation and time adjustments related to the Changes to the Work. A Change Order must be completed for full authorization of changes in price and time.

Recommended By:

*Adam P. Jones*  
Cochran Engineering  
Adam P. Jones

Date

2-17-23

Approved By:

*Anna Bergmark*  
City of Jackson  
Anna Bergmark

Date

2/21/23

Accepted By:

*Michael F. Putz*  
Contractor Auth. Representative

Date

2/17/23





# City of Jackson

## CHANGE DIRECTIVE

Putz Construction LLC

Name of Contractor

2

Change Directive No.

9257 State Hwy 72

Contractor Address

Millersville, MO 63766

City/State/Zip

Mary Street Bridge and Sidewalk Improvement

Project Name

3/9/2023

Date

### Basis of Change Directive:

- |  |  |
|--|--|
| <input type="checkbox"/> Error / Omission  | <input type="checkbox"/> Differing Site Conditions   |
| <input type="checkbox"/> Owner Request     | <input checked="" type="checkbox"/> Field Resolution |
| <input type="checkbox"/> Value Engineering | <input type="checkbox"/> Other                       |

### Cost Basis:

- |   |
|---|
| <input type="checkbox"/> Unit Price       |
| <input type="checkbox"/> Fixed Price      |
| <input checked="" type="checkbox"/> Other |

### Contract Price:

Amount: \$ 8,302.00

- |                                 |  |
|---------------------------------|--|
| <input type="checkbox"/> Add    | <input checked="" type="checkbox"/> Equal Exchange |
| <input type="checkbox"/> Deduct | <input type="checkbox"/> No Change                 |

### Contract Time:

Days:

- |                                 |   |
|---------------------------------|---|
| <input type="checkbox"/> Add    | <input type="checkbox"/> Equal Exchange |
| <input type="checkbox"/> Deduct | <input type="checkbox"/> No Change      |

Description: ☐ See Attachment

For the price estimate line # 51 - Concrete Steps w/ Handrail(14 steps @ \$593.00/EA), the contractor agreed to the back fill the planned location of the steps at 320 W. Mary Street and install the sidewalk & additional steps to the east of the front door that will exit out into the driveway. This includes all removals/material/labor etc...

Note: This Change Directive identifies satisfaction of all compensation and time adjustments related to the Changes to the Work. A Change Order must be completed for full authorization of changes in price and time.

Recommended By:

*[Signature]*

Date

3/14/23

Approved By:

*Anna Bergmark*

Date

3/15/2023

Accepted By:

*[Signature]*

Contractor Auth. Representative

Date

3/10/23





# City of Jackson

## CHANGE DIRECTIVE

Putz Construction LLC

Name of Contractor

3

Change Directive No.

9257 State Hwy 72

Contractor Address

Millersville, MO 63766

City/State/Zip

Mary Street Bridge and Sidewalk Improvements

Project Name

3/9/2023

Date

### Basis of Change Directive:

- |  |  |
|--|--|
| <input type="checkbox"/> Error / Omission  | <input type="checkbox"/> Differing Site Conditions   |
| <input type="checkbox"/> Owner Request     | <input checked="" type="checkbox"/> Field Resolution |
| <input type="checkbox"/> Value Engineering | <input type="checkbox"/> Other                       |

### Cost Basis:

- |   |
|---|
| <input type="checkbox"/> Unit Price             |
| <input checked="" type="checkbox"/> Fixed Price |
| <input type="checkbox"/> Other                  |

### Contract Price:

Amount: \$ 4,080.00

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Add | <input type="checkbox"/> Equal Exchange |
| <input type="checkbox"/> Deduct         | <input type="checkbox"/> No Change      |

### Contract Time:

- |  |
|--|
| Days: _____  |
| <input type="checkbox"/> Add <input type="checkbox"/> Equal Exchange |
| <input type="checkbox"/> Deduct <input type="checkbox"/> No Change   |

Description: ☐ See Attachment

The sidewalk in front of 401 Russel was decided to go ahead and replace to the residents driveway, due to the condition it is in due to ADA Compliance and to remove the 6" tree lawn between the the curb and sidewalk. Removals are 22.5 LF x 4' @ \$5.75/SF = \$517.50. Replace Sidewalk @ 22.5/LF x 4.5' @ \$6.25/SF = \$562.50. 2 gutter drains emptying onto W. Marry street are asbestos and need to be ran through the sidewalk cost for these 2 drains are lump sum of \$3000.00

Note: This Change Directive identifies satisfaction of all compensation and time adjustments related to the Changes to the Work. A Change Order must be completed for full authorization of changes in price and time.

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

Date

3-14-23

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

Date

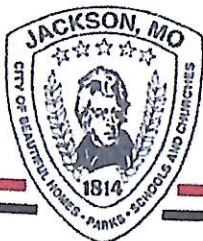
3/15/2023

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

Date

3/10/23

Contractor Auth. Representative



# City of Jackson

## CHANGE DIRECTIVE

Putz Construction LLC

Name of Contractor

4

Change Directive No.

9257 State Hwy 72

Contractor Address

Millersville, MO 63766

City/State/Zip

Mary Street Bridge and Sidewalk Improvements

Project Name

3/9/2023

Date

Basis of Change Directive:

- |  |  |
|--|--|
| <input type="checkbox"/> Error / Omission  | <input type="checkbox"/> Differing Site Conditions   |
| <input type="checkbox"/> Owner Request     | <input checked="" type="checkbox"/> Field Resolution |
| <input type="checkbox"/> Value Engineering | <input type="checkbox"/> Other                       |

Cost Basis:

- |   |
|---|
| <input type="checkbox"/> Unit Price             |
| <input checked="" type="checkbox"/> Fixed Price |
| <input type="checkbox"/> Other                  |

Contract Price:

Amount: \$ 3,024.00

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Add | <input type="checkbox"/> Equal Exchange |
| <input type="checkbox"/> Deduct         | <input type="checkbox"/> No Change      |

Contract Time:

- |                                 |   |
|---------------------------------|---|
| Days: _____                     |   |
| <input type="checkbox"/> Add    | <input type="checkbox"/> Equal Exchange       |
| <input type="checkbox"/> Deduct | <input checked="" type="checkbox"/> No Change |

Description: ☐ See Attachment

Extending the driveway @ 320 W. Mary Street to lower grade of drive way to 18 degrees

Removals are 18' x 12' @ \$5.75/SF = \$1242.00.

Replace Additional 7" Approach 18' x 12' @ \$8.25/SF = \$1782.00

Note: This Change Directive identifies satisfaction of all compensation and time adjustments related to the Changes to the Work. A Change Order must be completed for full authorization of changes in price and time.

Recommended By:

*[Signature]*

Date

3-14-23

Approved By:

*Anna Bergmark*

Date

3/15/2023

Accepted By:

*[Signature]*  
Contractor Auth. Representative

Date

3/10/23

BILL NO. 23-\_\_

ORDINANCE NO. 23-\_\_

**AN ORDINANCE AMENDING THE "CROSSWALKS DESIGNATED SCHEDULE, SCHEDULE XVI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO CERTAIN CROSSWALK DESIGNATIONS.**

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

Section 1. The "Crosswalks Designated Schedule, Schedule XVI," passed and approved on the 18<sup>th</sup> day of November, 1985, is hereby amended by deleting therefrom the following crosswalks designations:

**MARY STREET (WEST):** On West Mary Street, 53 feet west of the western edge of the low water bridge at Hubble Creek, crosswalk running north and south.

Section 2. The "Crosswalks Designated Schedule, Schedule XVI," passed and approved on the 18<sup>th</sup> day of November, 1985, is hereby amended by adding thereto the following crosswalks designations:

**MARY STREET (WEST):** On West Mary Street, 262 feet east of North Union Avenue, crosswalk running north and south connecting a recreation trail.

**MARY STREET (WEST):** On West Mary Street, at its intersection with North Russell Avenue, crosswalk on the east side of the intersection.

**RUSSELL AVENUE (NORTH):** On North Russell Avenue at its intersection with West Mary Street, crosswalks on the north and south sides of the intersection.

Section 3. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Crosswalks Designated Schedule, Schedule XVI," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 4. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "Crosswalk" signs, or other appropriate signage, to be placed at the location set forth above.

Section 5. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

FIRST READING: June 5, 2023.

SECOND READING: June 5, 2023.

PASSED AND APPROVED this 5th day of June, 2023, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions, and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

ATTEST:

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

BILL NO. 23-\_\_

ORDINANCE NO. 23-\_\_

**AN ORDINANCE AMENDING THE "OFFICIAL ZONING DISTRICT MAP" OF THE CITY OF JACKSON, MISSOURI, AS ADOPTED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI; SAID AMENDMENT IS IN ORDER TO RECLASSIFY A CERTAIN DESCRIBED AREA OF THE CITY OF JACKSON, MISSOURI, FROM I-2 TO C-3, ALL IN ACCORDANCE WITH THE AUTHORITY GRANTED TO THE BOARD OF ALDERMEN BY VIRTUE OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.**

WHEREAS, certain tracts of land herein referred to, have heretofore been submitted to the City Planning and Zoning Commission for its consideration the rezoning of certain properties located in the City of Jackson, Missouri, said properties being described as 403 and 409 East Main Street and 108 South Georgia Street within the city limits as set out in Exhibit A which is attached hereto and incorporated herein as if fully set forth; and,

WHEREAS, the City Planning and Zoning Commission has heretofore reported to the Board of Aldermen that it approved the requested zoning change; and,

WHEREAS, the City Planning and Zoning Commission and the Board of Aldermen have heretofore complied with all of the provisions of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, the Board of Aldermen believes it is in the best interest of the citizens of the City of Jackson, Missouri, to rezone the aforesaid area as requested by the applicant.

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

Section 1. That the Zoning Ordinance and the accompanying "Official Zoning District Map" of the City of Jackson, Missouri, are hereby amended insofar as they relate to the property described on Exhibit A which is attached hereto and incorporated herein as if fully set forth; that said property is hereby rezoned from I-2 Heavy Industrial District to C-3 Central Business District.

Section 2. That the application for rezoning is attached hereto, marked Exhibit A and incorporated herein as if fully set forth.

Section 3. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to amend the "Official Zoning District Map" of the City of Jackson, Missouri, and to certify same and to keep said map on file in the office of the City Clerk and an updated copy shall be placed at City Hall, City of Jackson, Missouri.

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: June 5, 2023.

SECOND READING: June 5, 2023.

PASSED AND APPROVED this 5th day of June, 2023, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

(SEAL) CITY OF JACKSON, MISSOURI

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

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





# City of Jackson

## CITY OF JACKSON, MISSOURI PLANNING & ZONING COMMISSION SPECIAL USE PERMIT: FINDINGS AND CONCLUSIONS

The Planning & Zoning Commission of Jackson, Missouri, hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on May 10, 2023, at a regular meeting in consideration of the following:

**Request for a comprehensive rezoning of 403 and 409 East Main Street and 108 South Georgia Street from an I-2 Heavy Industrial District to a C-3 Central Business District.**

Applicant: **City of Jackson**

Filing Date of Application/Fee: **March 20, 2023**

Submission Date of Application to Commission: **May 10, 2023**

Public Hearing Date: **Waived**

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

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

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

May 17, 2023

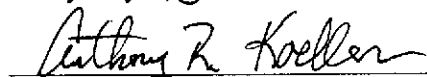
**THE ABOVE APPLICATION IS:**

☒ **Approved**  
☐ **Disapproved**  
☐ **Approved with conditions specified below**

By a roll call of 7 ayes, 0 nays, 0 abstentions, and 2 absent this 10<sup>th</sup> day of May 2023.

**SPECIAL CONDITIONS:****CITY OF JACKSON, MISSOURI**


Harry Dryer, Chairman



Tony Koeller, Secretary

ATTEST:



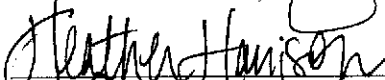
Markie Sharrock

Administrative Assistant

Bill Fadler, Member



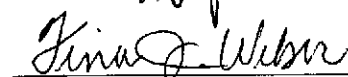
Beth Emmendorfer, Member



Heather Harrison, Member



Eric Fraley, Member



Tina Weber, Member

Angelia Thomas, Member



Michelle Weber, Member





## REZONING / SPECIAL USE PERMIT APPLICATION

### City of Jackson, Missouri

**APPLICATION DATE:** March 20, 2023

**TYPE OF APPLICATION:** ☒ **Rezoning** ☐ **Special Use Permit**

**PROPERTY ADDRESS** (Other description of location if not addressed):

403 and 409 E Main Street / 108 S Georgia Street

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

Property Owner Name(s): Varies

Mailing Address: n/a

City, State ZIP: n/a

**PROPOSED PROPERTY OWNERS** (if property is to be transferred, name(s) in which property will be deeded):

Proposed Property Owner(s): Varies

Mailing Address: n/a

City, State, ZIP: n/a

**CONTACT PERSON HANDLING APPLICATION:**

Contact Name: Larry Miller, Building and Planning Manager

Mailing Address: 101 Court Street

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-243-2300

Email Address (if used): \_\_\_\_\_

**CURRENT ZONING:** (check 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)
- ☐ O-1 (Professional Office)
- ☐ CO-1 (Enhanced Commercial Overlay)

- ☐ C-1 (Local Commercial)
- ☐ C-2 (General Commercial)
- ☐ C-3 (Central Business)
- ☐ C-4 (Planned Commercial)
- ☐ I-1 (Light Industrial)
- ☒ I-2 (Heavy Industrial)
- ☐ I-3 (Planned Industrial Park)

**CURRENT USE OF PROPERTY:** Single-Family Residential

**PROPOSED ZONING:** (check all that apply)

- |                               |                                   |   |                           |
|-------------------------------|-----------------------------------|---|---------------------------|
| <input type="checkbox"/> R-1  | (Single-Family Residential)       | <input type="checkbox"/> C-1            | (Local Commercial)        |
| <input type="checkbox"/> R-2  | (Single-Family Residential)       | <input type="checkbox"/> C-2            | (General Commercial)      |
| <input type="checkbox"/> R-3  | (One- And Two-Family Residential) | <input checked="" type="checkbox"/> C-3 | (Central Business)        |
| <input type="checkbox"/> R-4  | (General Residential)             | <input type="checkbox"/> C-4            | (Planned Commercial)      |
| <input type="checkbox"/> MH-1 | (Mobile Home Park)                | <input type="checkbox"/> I-1            | (Light Industrial)        |
| <input type="checkbox"/> O-1  | (Professional Office)             | <input type="checkbox"/> I-2            | (Heavy Industrial)        |
| <input type="checkbox"/> CO-1 | (Enhanced Commercial Overlay)     | <input type="checkbox"/> I-3            | (Planned Industrial Park) |

**PROPOSED USE OF PROPERTY:** Same

**LEGAL DESCRIPTION OF TRACT** (attach a copy of the deed or other legal description):

See Attached

**REASON FOR REQUEST:** State the reason(s) why you believe the requested use will be beneficial to the neighborhood and the City of Jackson. Attach additional page(s) as needed.

Request by Board of Alderman to correct non-conforming uses and properties with split zoning and to  
provide for more consistent zoning area

**DRAWINGS (FOR SPECIAL USE PERMITS ONLY):** If one or more buildings or other structures are to be added to the property for a special use permit, attach a scaled plat of the tract(s) showing the location of all buildings. If any buildings are to be less than the standard minimum setbacks, include these distances on the drawing. Any approved special use permit will be based on this building layout. Changes to the layout will require a new special use permit.

**SURROUNDING PROPERTY OWNERS:** A map of the property location and a map and list of all owners of property within 185' of the property in question will be incorporated by the City as part of this application. The 185' distance is exclusive of right-of-ways. The City will prepare this map based on the most current tax information published by the Cape Girardeau County Assessor.

**SIGNATURES:**

I state upon my oath that all of the information contained in this application is true.

*Larry Miller*

Please submit this application along with appropriate non-refundable application fee to:

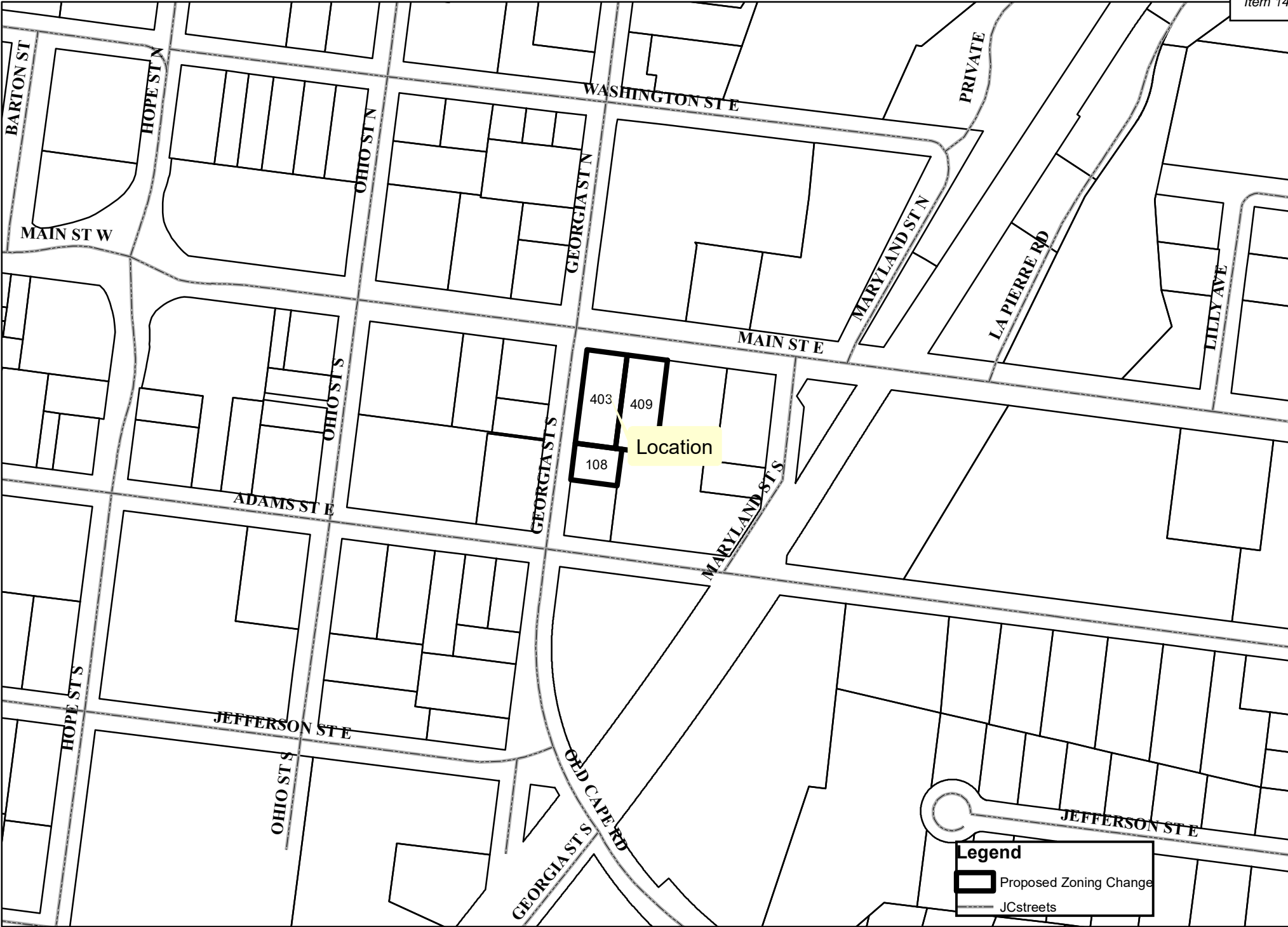
*Larry Miller*  
Building & Planning Manager  
City of Jackson  
101 Court Street  
Jackson, MO 63755

573-243-2300 ext.29 (ph)

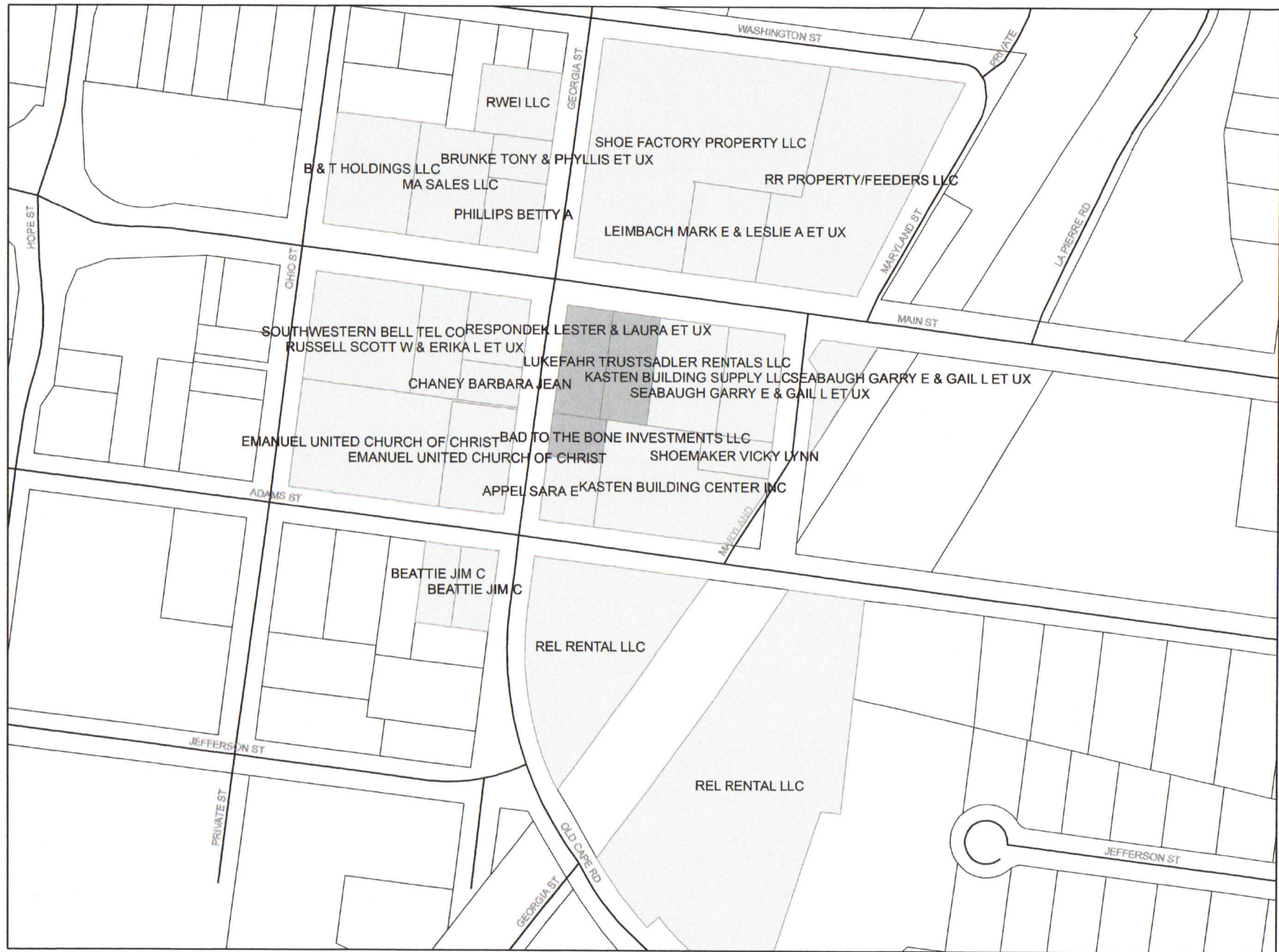
573-243-3322 (fax)

*lmiller@jacksonmo.org*

**APPLICATION FEE: \$200.00**



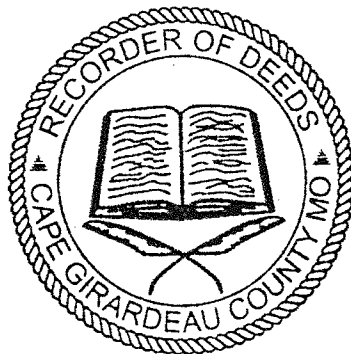




Comprehensive Rezoning - 403 & 409 E. Main and 105 S. Georgia St.  
Properties Within 185'

4/7/2023 / jls

eRecorded  
DOCUMENT #  
2022-12121



ANDREW DAVID BLATTNER  
RECORDER OF DEEDS  
CAPE GIRARDEAU COUNTY, MO  
eRECORDED ON  
11/22/2022 02:21:15 PM  
REC FEE: 27.00  
PAGES: 2

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## WARRANTY DEED

This Warranty Deed made and entered into this 22nd day of November, 2022, by and between **Bad to the Bone Investments LLC, a Missouri Limited Liability Company**, hereinafter referred to as **GRANTOR**, and **Bryan White, a single person**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is:

108 S. Georgia Street, Jackson, MO 63755

**WITNESSETH:** The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

All of the North 60 feet of the West one-half of Lot 161, on the official plat of the Original Town, now City of Jackson, Cape Girardeau County, Missouri, recorded in Plat Book 1 at Page 21 of the land records of said county, fronting 60 feet on Third East Street (now S. Georgia Street) and having a depth of 74.25 feet.

Also an easement from the Southeast corner of the above lot South to Adams Street (1st South Street) over a ten foot strip inside the South part of the West one-half of said Lot 161 for the purpose of constructing and maintaining a sewer.

**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto his heirs and assigns FOREVER, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claimed title; and that it will warrant and defend the title to said premises unto the said Grantee, and unto his heirs and assigns forever, against the lawful claims and demands of all persons.

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

**GRANTOR:**  
Bad to the Bone Investments LLC, a  
Missouri Limited Liability Company

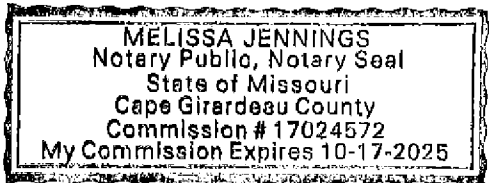
BY: Mark Whitaker  
Mark Whitaker, Manager

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

On this 02 day of November, 2022, before me personally appeared **Mark Whitaker, the Manager of Bad to the Bone Investments LLC, a Missouri Limited Liability Company,** to me known to be the person described in and who executed the within Warranty Deed in behalf of said limited liability company and acknowledged to me that she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Melissa Jennings  
Notary Public  
My commission expires:

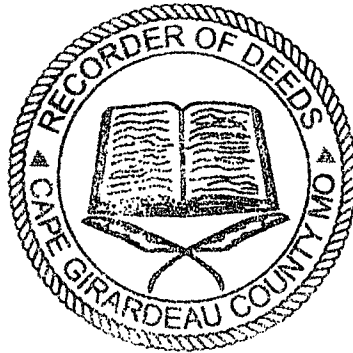


2210121



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Tx:4073119

**DOCUMENT #**  
**2015-03863**



**ANDREW DAVID BLATTNER**  
**RECORDER OF DEEDS**  
**CAPE GIRARDEAU COUNTY, MO**  
**RECORDED ON**  
**04/23/2015 8:53:14 AM**  
**REC FEE: 27.00**  
**PAGES: 2**

.....  
Title of Document: **QUITCLAIM DEED**  
Date of Document: April 16, 2015  
Grantor(s)/Donor: Pervis L. Lukefahr and Judy F. Lukefahr, husband and wife  
Grantee(s)/Donee: Pervis L. Lukefahr and Judy F. Lukefahr, Trustees of the Lukefahr Living Trust dated April 16, 2015, and any amendments thereto.  
Mailing Address(s): HC 1 Box 76 A, Leopold, MO 63760  
Legal Description: See Below  
Reference Book and Page: Book 1005; Page 472

This Deed, made and entered into by and between PERVIS L. LUKEFAHR and JUDY F. LUKEFAHR, husband and wife ("Grantors"), whose mailing address is: HC 1 Box 76 A, Leopold, MO 63760, and Pervis L. Lukefahr and Judy F. Lukefahr, Trustees of the Lukefahr Living Trust dated April 16, 2015, and any amendments thereto. ("Grantee"), whose mailing address is: HC 1 Box 76 A, Leopold, MO 63760.

Witnesseth, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged;

Grantor does hereby Remise, Release and forever Quitclaim to Grantee, and Grantee's heirs and assigns, the following described real property in Cape Girardeau County, Missouri:

Sixty Four and One Fourth feet (64  $\frac{1}{4}$ ') off the West side of Lot No. One Hundred Sixty (160) of the City of Jackson, Missouri, fronting Sixty Four and One Fourth feet (64  $\frac{1}{4}$ ') on Main Street by One Hundred Forty Eight and One Half feet (148  $\frac{1}{2}$ ') deep on Third Street, and being same Lot acquired from Emmitt Summers by Warranty Deed recorded in Book 39 at Page 253 of the Cape Girardeau County Land Records.


Subject to all easements, rights-of-way and restrictions affecting the same either written or implied.

*Legal description provided by clients and not independently verified by our office.*

Property is more commonly known as 403 E. Main Street, Jackson, MO 63755.

To have and to hold the same, with all rights, immunities, privileges and appurtenances thereto belonging, unto Grantee and Grantee's heirs and assigns, forever; so that neither Grantor, nor Grantor's heirs, nor any other person or persons for Grantor or in Grantor's name or behalf, shall claim or demand any right or title to these premises, or any part thereof, but they and every one of them shall, by these presents, be excluded and forever barred.



  
Pervis L. Lukefahr  
Grantor

Judy F. Lukefahr  
Judy F. Lukefahr  
Grantor

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

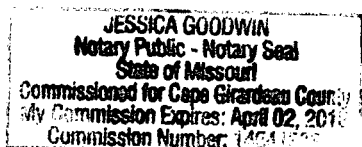
On this 16th day of April, 2015, before me personally appeared PERVIS L. LUKEFAHR and JUDY F. LUKEFAHR, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal.

Jessica Good

Notary Public

SEAL

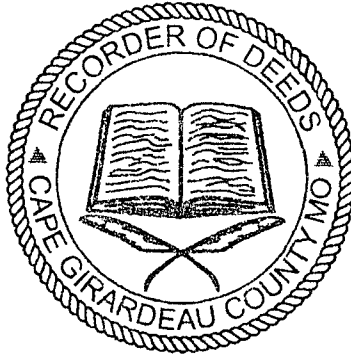




8 1 6 8 3 7 4  
Tx:4099029

**DOCUMENT #**  
**2017-02168**

**ANDREW DAVID BLATTNER**  
**RECORDER OF DEEDS**  
**CAPE GIRARDEAU COUNTY, MO**  
**RECORDED ON**  
**02/24/2017 2:08:31 PM**  
**REC FEE: 27.00**  
**PAGES: 2**



**CORPORATION SPECIAL WARRANTY DEED**

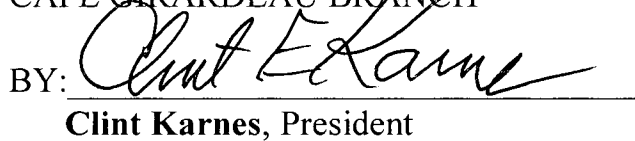
THIS INDENTURE, made on the 24th day of February, 2017, by and between **WOOD & HUSTON BANK**, a Missouri Banking Corporation, Grantor, and **SADLER RENTALS, LLC**, a Limited Liability Company, organized under the laws of the State of Missouri (mailing address: Post Office Box 2, Jackson, MO 63755), Grantee.

WITNESSETH: THAT THE SAID GRANTOR, in consideration of the sum of ONE and MORE DOLLARS, to it paid by the said Grantee (the receipt of which is hereby acknowledged) does by these presents SELL and CONVEY unto the said Grantee, its successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Cape Girardeau and State of Missouri, to-wit:

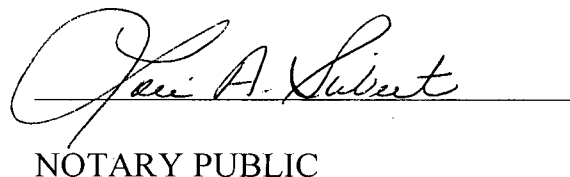
*Part of Lot 160 of the Original Town (Now City) of Jackson, Missouri, described as follows: Commence at the Northwest corner of said Lot 160 and run East parallel with the South line of Main Street, 64 1/4 feet to a stake for a place of beginning; thence run East with the North line of said lot and South line of Main Street, 64 1/4 feet; thence South parallel with the East line of said Lot, 148 1/2 feet to the South line of said lot; thence West 64 1/4 feet with the South line of said lot to a stake; thence North, 148 1/2 feet parallel with the East line of Third East Street and West side of said lot to the place of beginning. Subject to terms, conditions, restrictions, reservations and easements of record, if any.*

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining unto the said Grantee and unto its successors and assigns forever; the said **WOOD & HUSTON BANK** hereby covenanting that the said premises are

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its Cape Girardeau Branch President the day and year first above written.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



BILL NO. 23-\_\_

ORDINANCE NO. 23-\_\_

**AN ORDINANCE AMENDING THE "OFFICIAL ZONING DISTRICT MAP" OF THE CITY OF JACKSON, MISSOURI, AS ADOPTED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI; SAID AMENDMENT IS IN ORDER TO RECLASSIFY A CERTAIN DESCRIBED AREA OF THE CITY OF JACKSON, MISSOURI, FROM R-4 TO C-3, ALL IN ACCORDANCE WITH THE AUTHORITY GRANTED TO THE BOARD OF ALDERMEN BY VIRTUE OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.**

WHEREAS, Cape Girardeau County, Missouri, owner of certain tracts of land herein referred to, have heretofore been submitted to the City Planning and Zoning Commission for its consideration the rezoning of certain properties located in the City of Jackson, Missouri, said properties being described as 204, 207, 208, 212 Cherry Street, and 211, 219 N. Missouri Street within the city limits as set out in Exhibit A which is attached hereto and incorporated herein as if fully set forth; and,

WHEREAS, the City Planning and Zoning Commission has heretofore reported to the Board of Aldermen that it approved the requested zoning change; and,

WHEREAS, the City Planning and Zoning Commission and the Board of Aldermen have heretofore complied with all of the provisions of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, the Board of Aldermen believes it is in the best interest of the citizens of the City of Jackson, Missouri, to rezone the aforesaid area as requested by the applicant.

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

Section 1. That the Zoning Ordinance and the accompanying "Official Zoning District Map" of the City of Jackson, Missouri, are hereby amended insofar as they relate to the property described on Exhibit A which is attached hereto and incorporated herein as if fully set forth; that

said property is hereby rezoned from R-4 General Residential District to C-3 Central Business District.

Section 2. That the application for rezoning as submitted by the owner is attached hereto, marked Exhibit A and incorporated herein as if fully set forth.

Section 3. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to amend the "Official Zoning District Map" of the City of Jackson, Missouri, and to certify same and to keep said map on file in the office of the City Clerk and an updated copy shall be placed at City Hall, City of Jackson, Missouri.

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: June 5, 2023.

SECOND READING: June 5, 2023.

PASSED AND APPROVED this 5th day of June, 2023, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

(SEAL)

CITY OF JACKSON, MISSOURI

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

ATTEST:

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



# City of Jackson

EXHIBIT

A

## CITY OF JACKSON, MISSOURI PLANNING & ZONING COMMISSION SPECIAL USE PERMIT: FINDINGS AND CONCLUSIONS

The Planning & Zoning Commission of Jackson, Missouri, hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on May 10, 2023, at a regular meeting in consideration of the following:

**Request for rezoning of 204, 207, 208, 212 Cherry Street, and 211, 219 N. Missouri Street from R-4 General Residential District to C-3 Central Business District.**

Applicant: **Cape Girardeau County**

Filing Date of Application/Fee: **April 21, 2023**

Submission Date of Application to Commission: **May 10, 2023**

Public Hearing Date: **Waived**

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

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

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

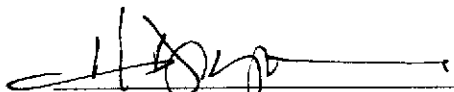
May 17, 2023


**THE ABOVE APPLICATION IS:**

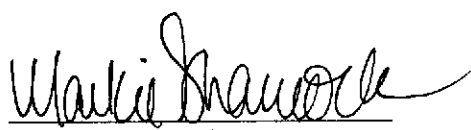
☒ **Approved**  
☐ **Disapproved**  
☐ **Approved with conditions specified below**

By a roll call of 7 ayes, 0 nays, 0 abstentions, and 2 absent this 10<sup>th</sup> day of May 2023.

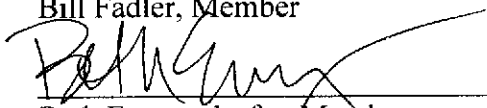
**SPECIAL CONDITIONS:****CITY OF JACKSON, MISSOURI**

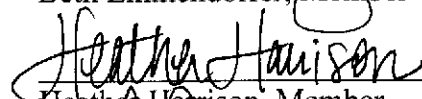
  
 Harry Dryer, Chairman

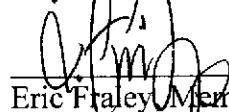
  
 Tony Koeller, Secretary

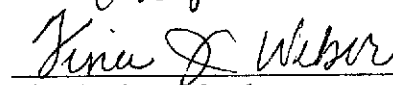
ATTEST:   
 Markie Sharrock  
 Administrative Assistant

Bill Fadler, Member

  
 Beth Emmendorfer, Member

  
 Heather Harrison, Member

  
 Eric Fraley, Member

  
 Tina Weber, Member

Angelia Thomas, Member

  
 Michelle Weber, Member





## REZONING / SPECIAL USE PERMIT APPLICATION

### City of Jackson, Missouri

**APPLICATION DATE:** April 21, 2023

**TYPE OF APPLICATION:** ☒ **Rezoning** ☐ **Special Use Permit**

**PROPERTY ADDRESS** (Other description of location if not addressed):

204 Cherry St, 208 Cherry St, 212 Cherry St, 207 Cherry St, 219 N Missouri St, and 211 N Missouri St

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

Property Owner Name(s): Cape Girardeau County

Mailing Address: 1 Barton Square

City, State ZIP: Jackson, MO 63755

**PROPOSED PROPERTY OWNERS** (if property is to be transferred, name(s) in which property will be deeded):

Proposed Property Owner(s):

Mailing Address:

City, State, ZIP

**CONTACT PERSON HANDLING APPLICATION:**

Contact Name: Chris Koehler

Mailing Address: 194 Coker Ln.

City, State ZIP: Cape Girardeau, MO 63701

Contact's Phone: 335- 3026

Email Address (if used): ckoehler@koehlerengineering.com

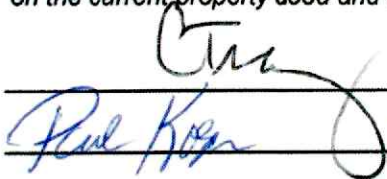


**CURRENT ZONING:** (check all that apply)

- ☐ 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)
- ☐ O-1 (Professional Office)
- ☐ CO-1 (Enhanced Commercial Overlay)

- ☐ C-1 (Local Commercial)
- ☐ C-2 (General Commercial)
- ☐ C-3 (Central Business)
- ☐ C-4 (Planned Commercial)
- ☐ I-1 (Light Industrial)
- ☐ I-2 (Heavy Industrial)
- ☐ I-3 (Planned Industrial Park)

**OWNER SIGNATURES:**

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

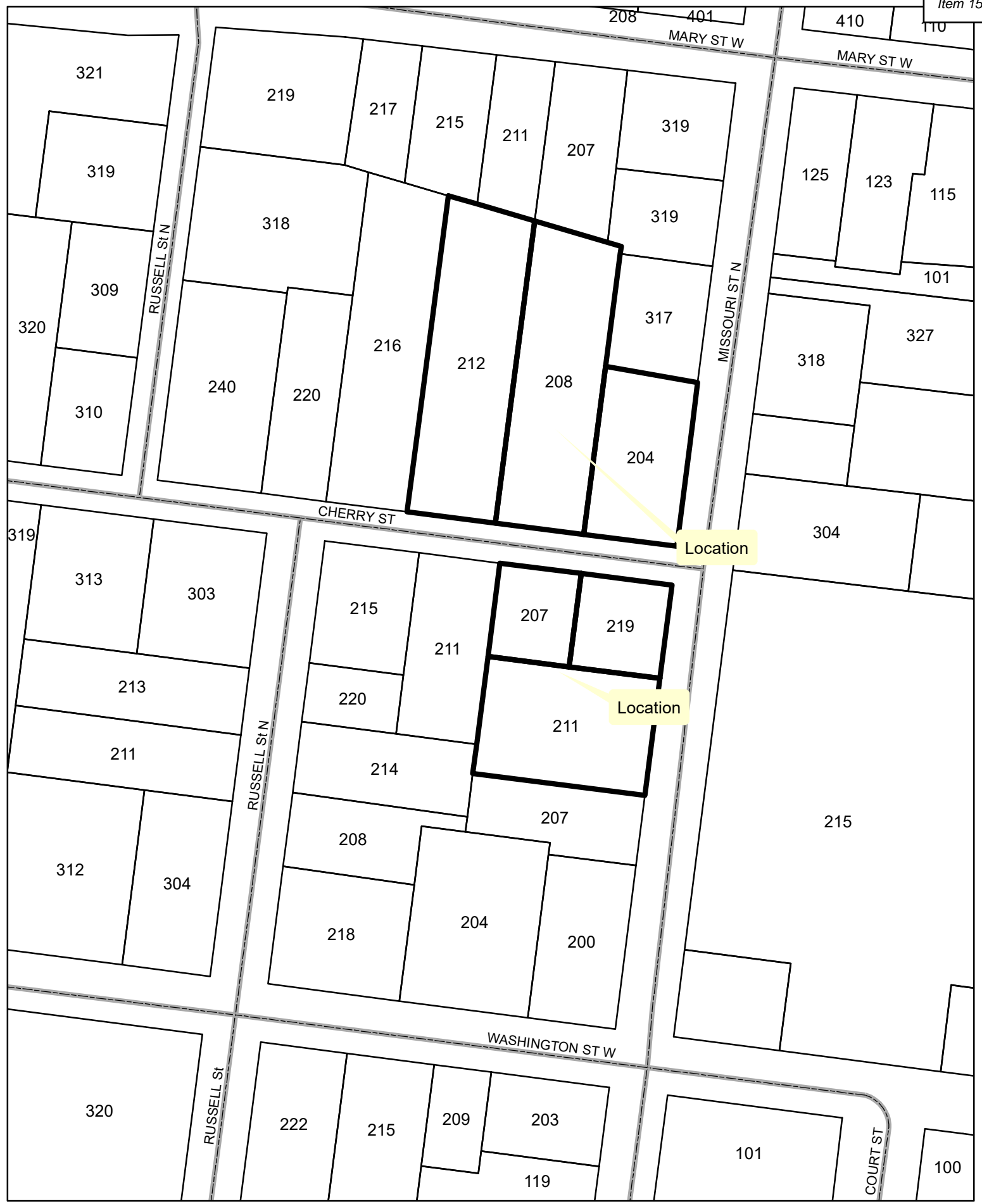
 Pres. & Commissioner  
 Dist. One Commissioner  
 Dist Two Commissioner

Please submit this application along with appropriate non-refundable application fee to:

Larry Miller  
 Building & Planning Manager  
 City of Jackson  
 101 Court Street  
 Jackson, MO 63755

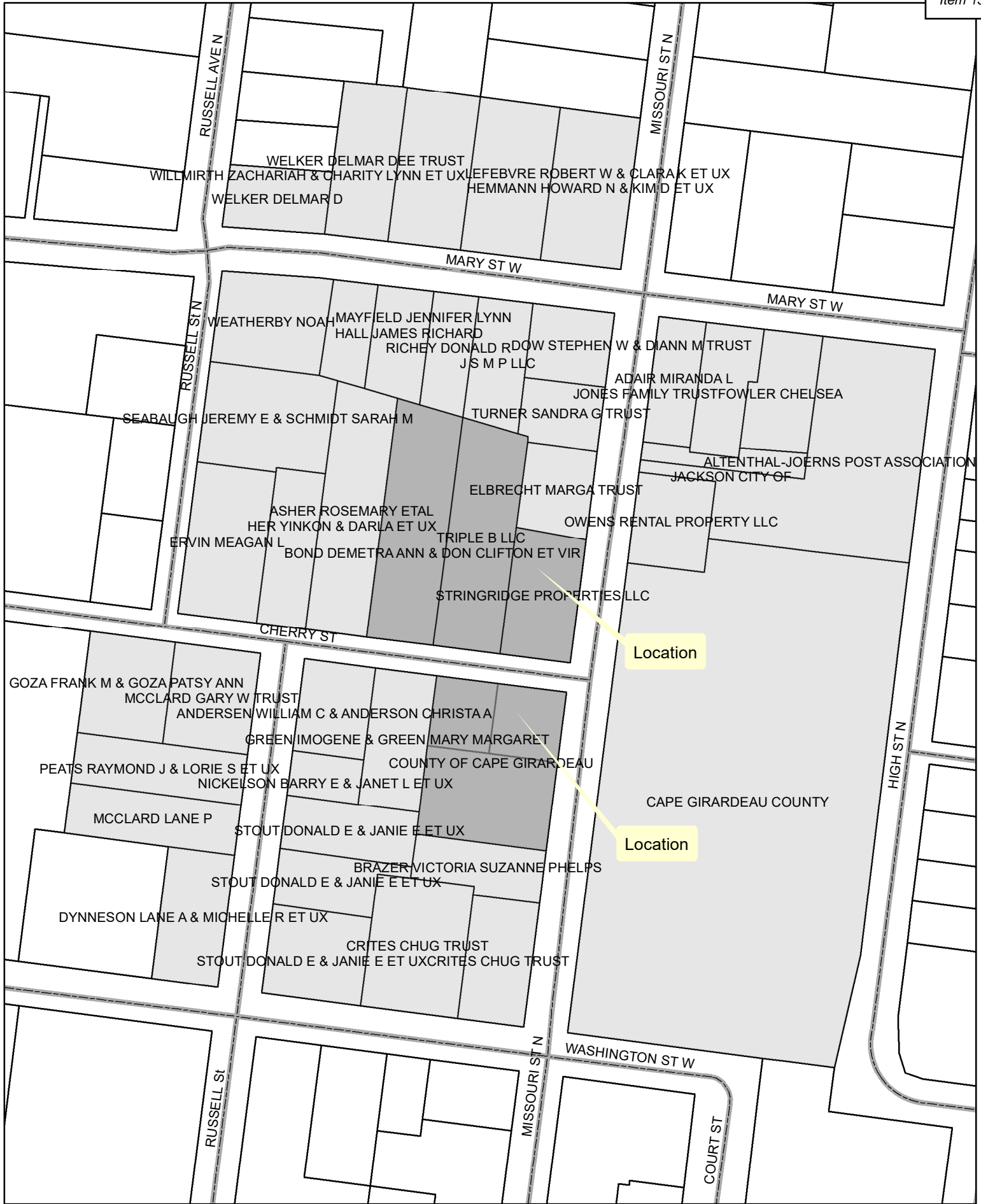
573-243-2300 ext.29 (ph)  
 573-243-3322 (fax)  
 Lmiller [@jacksonmo.org](mailto:Lmiller@jacksonmo.org)

**APPLICATION FEE: \$200.00**



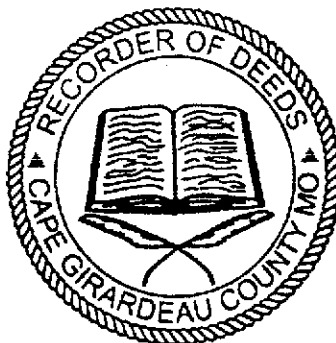
Cherry/ Missouri Street  
Location Map

Date: 5/1/23  
By: T Chaffin



Cherry/ Missouri Street  
Property Owners Within 185'

eRecorded  
DOCUMENT #  
2023-02374



ANDREW DAVID BLATTNER  
RECORDER OF DEEDS  
CAPE GIRARDEAU COUNTY, MO  
eRECORDED ON  
03/31/2023 01:44:30 PM  
REC FEE: 27.00  
PAGES: 2

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## WARRANTY DEED

This Warranty Deed made and entered into this 31<sup>st</sup> day of March, 2023, by and between Stringridge Properties, LLC, a Missouri Limited Liability Company, hereinafter referred to as GRANTOR, and Cape Girardeau County, a political subdivision of the State of Missouri, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as GRANTEE. The mailing address of the Grantee is:

1 Barton Square, Jackson, MO 63755

**WITNESSETH:** The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

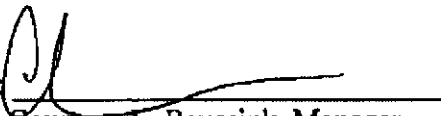
All that part of Lot Twelve (12) of Flentge's Addition to the Town (now City) of Jackson, County of Cape Girardeau, Missouri, being part of Survey 2250, Township 31 North, Range 12 East and described by metes and bounds as follows: From the Northeast corner of said Lot 12 run South along the East boundary line of said Lot 12, a distance of 85 feet to a point for a beginning corner; thence continue South along the East boundary line of said Lot 12, a distance of 142 feet to the Southeast corner of said Lot 12, which is the point of intersection of the North line of Cherry Street with the West line of what was formerly First West Street but what is now Missouri Avenue; thence West along the North line of Cherry Street, which is the South line of said Lot 12, 78 feet; thence North, parallel with Missouri Avenue, 142 feet to the Southwest corner of a tract of land heretofore conveyed to Benjamin B. Schade by deed recorded in Book 139 at Page 233 in the Recorder's Office at Jackson, Missouri; thence East, parallel with the North line of Cherry Street and along the South line of said tract conveyed to Benjamin B. Schade, 78 feet to the point of beginning.

**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto its successor and assigns **FOREVER**, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by it or those under whom it claimed title; and that it will warrant and defend the title to said premises unto the said Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons.

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

**GRANTOR:**  
Stringridge Properties, LLC, a Missouri  
Limited Liability Company

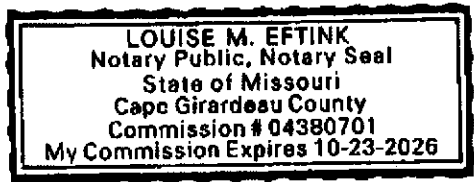
BY:   
Matthew F. Beussink, Manager

BY:   
Courtney L. Beussink, Manager

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

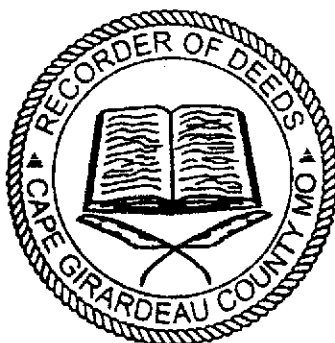
On this 31 day of March, 2023, before me personally appeared **Matthew F. Beussink and Courtney L. Beussink the Managers of Stringridge Properties, LLC, a Missouri Limited Liability Company**, to me known to be the person described in and who executed the within Warranty Deed in behalf of said limited liability company and acknowledged to me that they executed the same for the purposes therein stated.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal, the day and year first above written.



  
Notary Public  
My commission expires:

**eRecorded  
DOCUMENT #  
2023-02409**



**ANDREW DAVID BLATTNER  
RECORDER OF DEEDS  
CAPE GIRARDEAU COUNTY, MO  
eRECORDED ON  
04/03/2023 09:27:34 AM  
REC FEE: 27.00  
PAGES: 2**

013280

## GENERAL WARRANTY DEED

This Indenture is made this 31<sup>st</sup> day of March, 2023, by and between Katherine E. Williams, a single person and Preston L. Hobeck, a single person ("Grantor"), of the County of Cape Girardeau, Missouri, and Cape Girardeau County ("Grantee"), of the County of Cape Girardeau, Missouri, whose address in said County is:

#1 Barton Sq., Jackson, MO 64501

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to them by the Grantee, the receipt of which is hereby acknowledged, does by these present GRANT, BARGAIN AND SELL, CONVEY AND CONFIRM unto the Grantee and Grantee's heirs, successors and assigns, the following described Real Estate lying, being and situated in the County of Cape Girardeau, and State of Missouri, to wit:

All that part of Lot Twelve (12) of Flentges Addition to the Town (now City) of Jackson, County of Cape Girardeau, Missouri, as shown by plat filed for record in Plat Book 1 at Page 23, and part of Survey No. 2250, Township 31 North, Range 12 East, described as follows: Commencing at the Southwest corner of said Lot No. 12 and run South 82° East with the North line of the street, 70 ½ feet to a point for a beginning corner; thence run South 82° East with the North line of the street, 150 feet to a corner; thence run North 8° East, 245 feet to the North line of Lot No. 12; thence run North 72° West with said North line 150 feet; thence South, 266 1/6 feet to the point of beginning.

Except, that part of said Lot No. 12 heretofore sold to Henry Altenthal as per Deed recorded in Book 22 at Page 316, land records of Cape Girardeau County, Missouri, which said excepted part is described as commencing at the Southeast corner of said Lot; thence run North 82° West, 78 feet to the beginning corner; thence North 82° West, 75 feet to a corner; thence North 8° East, 254 feet and 9 inches to a corner on the North line of said Lot; thence South 72° East, 76 feet and 5 inches to a corner on the North line of said Lot; thence South 8° West, 244 feet to the point of beginning.

Subject to terms, conditions, restrictions, reservations, and easements of record, if any.

TO HAVE AND TO HOLD the same, together with all and singular rights, privileges, and appurtenances thereto belonging or in anywise appertaining unto the Grantee and unto Grantee's heirs,



successors and assigns forever. Grantor hereby covenants that Grantor is lawfully seized of an indefeasible Estate in Fee in the premises herein conveyed; that Grantor has good right to convey the same; that said premises are free and clear of any encumbrance done or suffered by Grantor or those under whom Grantor claims, and that Grantor will WARRANT AND DEFEND the title to the said premises unto the said Grantee and Grantee's heirs, successors and assigns forever against the lawful claims and demands of all persons whomsoever.

In WITNESS WHEREOF, the Grantor hereunto sets Grantor's hands the day and year first above written.

Katherine E Williams  
Katherine E. Williams

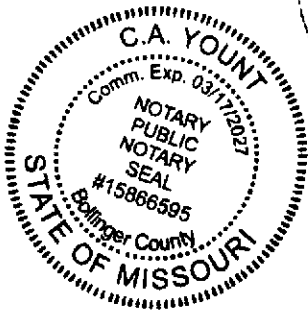
Preston L Hobeck  
Preston L. Hobeck

State of Missouri }  
County of Cape Girardeau } SS.

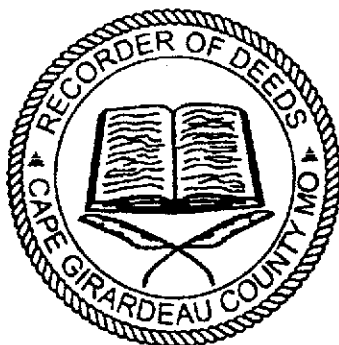
On this 31<sup>st</sup> day of March, 2023, personally appeared before me, Katherine E. Williams, a single person and Preston L. Hobeck, a single person, known to me to be the person(s) who executed the within Warranty Deed and after first being sworn did state that the matters set forth herein are true and correct to the best of his/her/their knowledge, information and belief, and acknowledge that he/shc/they executed the same as his/her/their free act and deed and for the same purposes therein stated.

[Signature]  
Notary Public

My Commission Expires: 3/17/27



**eRecorded  
DOCUMENT #  
2023-01268**



**ANDREW DAVID BLATTNER  
RECORDER OF DEEDS  
CAPE GIRARDEAU COUNTY, MO  
eRECORDED ON  
02/23/2023 11:38:47 AM  
REC FEE: 27.00  
PAGES: 2**

## **WARRANTY DEED**

This Warranty Deed made and entered into this 23rd day of February, 2023, by and between **Daniel Reeves and Anna Reeves, husband and wife**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTORS**, and **Cape Girardeau County, a political subdivision of the State of Missouri**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is:


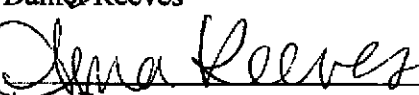
**#1 Barton Square, Jackson, MO 63755**

**WITNESSETH:** The Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantors, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

Part of Lot Number Twelve (12) in FLENTGE'S ADDITION to the City of Jackson, Cape Girardeau County, Missouri, laid down on part of Survey No. 2250, in Township 31 North, Range Twelve (12) East, described by metes and bounds as follows: Commencing at the Southeast corner of said lot no. 12, run North 82 degrees West, with the North line of Cherry Street, Seventy-Eight (78) feet for a beginning corner; thence North 82 degrees West with the North line of Cherry Street, Seventy-Five (75) feet to a corner; thence North 8 degrees East, Two hundred Fifty-Four feet and nine inches (254'9") to a corner in the North line of said lot no. 12; thence South 72 degrees East, with the North line of said lot, Seventy-six feet and Six inches (76'6") to a corner; thence South 8 degrees West Two hundred and Forty-Four (244) feet to the place of beginning.

**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto his heirs and assigns FOREVER, the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claimed title; and that they will warrant and defend the title to said premises unto the said Grantee, and unto his heirs and assigns forever, against the lawful claims and demands of all persons.

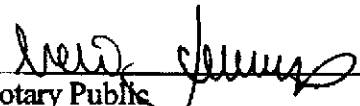
**IN WITNESS WHEREOF**, the said Grantors have hereunto set their hands the day and year first above written.

**GRANTORS:**  
  
\_\_\_\_\_  
Daniel Reeves  
  
\_\_\_\_\_  
Anna Reeves

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

On this 23 day of February, 2023, before me personally appeared **Daniel Reeves and Anna Reeves, husband and wife**, to me known to be the persons described in and who executed the within Warranty Deed, and acknowledged to me that they executed the same as their free act and deed and for the purposes therein stated.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal, the day and year first above written.

  
\_\_\_\_\_  
Notary Public  
My commission expires:



2302003

eRecorded  
DOCUMENT #  
2020-03688

ANDREW DAVID BLATTNER  
RECORDER OF DEEDS  
CAPE GIRARDEAU COUNTY, MO  
eRECORDED ON  
04/07/2020 11:31:55 AM  
REC FEE: 27.00  
PAGES: 2

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### WARRANTY DEED

This Warranty Deed made and entered into this 7 day of April, 2020, by and between **Mary Schuermann and Arthur Schuermann, wife and husband**, of the County of St. Louis State of Missouri, hereinafter referred to as **GRANTORS**, and **County of Cape Girardeau, Missouri**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is:

#1 Barton Square, Jackson, MO 63755

**WITNESSETH:** The Grantors, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantors, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

All of the East Part of Lot One (1) of Flentge's Addition to the City of Jackson, Missouri, as shown by plat filed for record in Plat Book 1 at Page 23 in the land records of Cape Girardeau County, Missouri, described as follows: Commencing at the northeast corner of said Lot 1 and run North 82° West with the south line of Cherry Street 109 feet more or less to a corner, thence South 8° West parallel with the west line of said lot 79.2 feet to south line of said lot; thence South 82° East with south line of said lot 109 feet more or less to the southeast corner of said lot; thence North 8° East with the west line of First West Street (now Missouri Street) 79.2 feet to the place of beginning, except 25 feet off of the west end of said lot conveyed to Henry Althenthal, Sr. by deed recorded in Book 26 at page 517 in the land records of Cape Girardeau County, Missouri.

**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns **FOREVER**, the said Grantors hereby covenanting that they are lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear of any encumbrances done or suffered by them or those under whom they claimed title; and that they will warrant and defend the title to said premises unto the said Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

GRANTORS:

Mary Schuermann  
Mary Schuermann

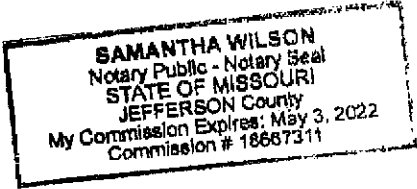
Arthur Schuermann  
Arthur Schuermann

STATE OF Missouri )  
 ) ss.  
COUNTY OF Jefferson )

On this 5 day of April, 2020, before me personally appeared **Mary Schuermann and Arthur Schuermann, wife and husband**, to me known to be the persons described in and who executed the within Warranty Deed, and acknowledged to me that they executed the same as their free act and deed and for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

Samantha Wilson  
Notary Public  
My commission expires: May 3, 2022



2003125



eRecorded  
DOCUMENT #  
2019-00365

ANDREW DAVID BLATTNER  
RECORDER OF DEEDS  
CAPE GIRARDEAU COUNTY, MO  
eRECORDED ON  
01/14/2019 02:03:58 PM  
REC FEE: 27.00  
PAGES: 2

### ***SPECIAL WARRANTY DEED***

THIS DEED, made and entered into this 10th day of January, 2019, by and between **Regions Bank d/b/a Regions Mortgage, an Alabama Banking Corporation**, of the County of Cape Girardeau, State of Missouri, GRANTOR, and **County of Cape Girardeau, Missouri**, of the County of Cape Girardeau, State of Missouri, whose mailing address is #1 Barton Square, Jackson, MO 63755, GRANTEE.

**WITNESSETH:**

For and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, receipt of which is hereby acknowledged;

Grantor does hereby Sell and Convey to Grantee, and its heirs and assigns, the following described real property situate in the County of Cape Girardeau, State of Missouri, to-wit:

That part of Lot One (1) of Flentge's Addition in the City of Jackson, County of Cape Girardeau, Missouri, as shown by plat recorded in Plat Book 1 at Page 23, described as follows:

Commencing at the Northeast corner of said Lot 1 of Flentge's Addition and run North 82° West with the South line of Cherry Street, 84 feet for a beginning corner; thence continue North 82° West with the South line of Cherry Street, 69 feet to a corner; thence South 8° West, 79 feet and 2 inches to a corner in the South line of said Lot 1; thence South 82° East, with the South line of said Lot 1, 69 feet to a corner, and thence North 8° East, 79 feet and 2 inches to the beginning corner.

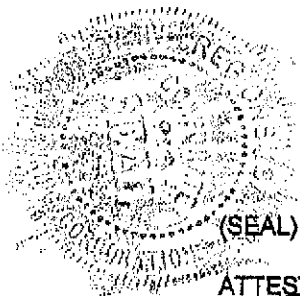
To have and to hold the same, together with all rights, immunities, privileges and appurtenances, unto said Grantee and its heirs and assigns, forever;

AND THE GRANTOR, DOES HEREBY COVENANT with the Grantee, except as above-noted, that, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of

all persons claiming by, through, or under it, but against none other.

GRANTOR makes no representations or warranties of any kind or character, express or implied, as to the condition of the material and workmanship in the dwelling house located on said property. The Grantee has inspected and examined the property and is purchasing same based on no representation or warranties expressed or implied, made by Grantor, but on its own judgment.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed and attested to by its Secretary, the day and year first above written.



REGIONS BANK d/b/a REGIONS MORTGAGE

By: [Signature]  
Joe Terrill, Vice President

ATTEST:

[Signature]  
Jillery m Keyser, A.P.

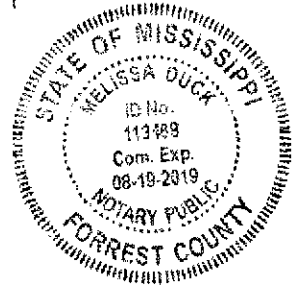
STATE OF Mississippi ) ss.  
COUNTY OF Forrest )

On this 10th day of January, 2019, before me appeared Joe Terrill, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Regions Bank d/b/a Regions Mortgage, a banking corporation, and that the seal affixed to the within Special Warranty Deed is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said Joe Terrill acknowledged said instrument to be the free act and deed of said corporation.

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

[Signature]  
Notary Public

My commission expires: 8/19/2019



eRecorded  
DOCUMENT #  
2018-12250

ANDREW DAVID BLATTNER  
RECORDER OF DEEDS  
CAPE GIRARDEAU COUNTY, MO  
eRECORDED ON  
12/11/2018 08:49:46 AM  
REC FEE: 27.00  
PAGES: 2

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### WARRANTY DEED

This Warranty Deed made and entered into this 10th day of December, 2018, by and between **Annie M. Niswonger, Trustee of the Annie M. Niswonger Trust Dated August 26, 1998 and Annie M. Niswonger a/k/a Annie Niswonger, a single person**, hereinafter referred to as **GRANTOR**, and **County of Cape Girardeau, Missouri**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is:

1 Barton Square, Jackson, MO 63755

**WITNESSETH:** The Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, does by these presents Grant, Bargain, and Sell, Convey and Confirm unto the Grantee the following described lots, tracts or parcels of land lying, being and situated in the County of Cape Girardeau and State of Missouri, to-wit:

The North 99 feet of Lot 3 of Sewell's Addition, to the Town of Jackson, County of Cape Girardeau, Missouri, described as follows: Begin at the Northeast corner of said Lot 3 and run South 08° West, 99 feet; thence North 82° West, 148 ½ feet; thence North 08° East, 99 feet; thence South 82° East, 148 ½ feet to point of beginning.

*Annie M. Niswonger further states that she is the current acting trustee of the Annie M. Niswonger Trust Dated August 26, 1998, that said trust has not been amended or revoked, and that she has the authority, under of the terms of said trust, to convey the subject property.*

**TO HAVE AND TO HOLD** the premises aforesaid, with all and singular the rights, privileges, appurtenances and immunities thereto belonging or in anywise appertaining, unto the said Grantee and unto its successors and assigns **FOREVER**, the said Grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises herein conveyed; that it has good right to convey the same; that the said premises are free and clear of any encumbrances

done or suffered by it or those under whom it claimed title; and that it will warrant and defend the title to said premises unto the said Grantee, and unto its successors and assigns forever, against the lawful claims and demands of all persons.

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

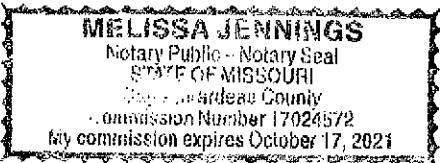
**GRANTOR:**  
Annie M. Niswonger Trust Dated August 26, 1998

Annie M Niswonger  
Annie M. Niswonger, Trustee

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

On this 10 day of December, 2018, before me personally appeared **Annie M. Niswonger, Trustee of the Annie M. Niswonger Trust Dated August 26, 1998**, to me known to be the person described in and who executed the within Warranty Deed, and acknowledged to me that she executed the same as their free act and deed and in her capacity as Trustee and in behalf of the aforesaid Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year first above written.

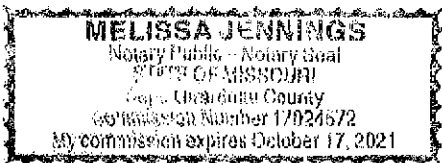


Melissa Jennings  
Notary Public  
My commission expires:

Annie M Niswonger  
Annie M. Niswonger

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

On this 10 day of December, 2018, before me personally appeared **Annie M. Niswonger a/k/a Annie Niswonger**, to me known to be the person described in and who executed the within Warranty Deed, and acknowledged to me that she executed the same as her free act and deed and for the purposes therein stated and she further declared herself to be **single and unmarried**.



Melissa Jennings  
Notary Public 1811088