



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN STUDY SESSION
Monday, December 15, 2025 at 6:30 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

DISCUSSION ITEMS

1. Annual Report of SEMO Pets
2. Hometown Heroes Banner Program
3. Report from the Park Board – Meeting of December 8
4. Report from the Planning & Zoning Commission – Meeting of December 10
5. Amendments to Chapter 65 (Zoning) of the City Code - special use permits
6. Amendments to Chapter 64 (Historic Preservation) of the City Code
7. Replat of a portion of Russell Heights Cemetery – engineering services proposal
8. Discussion of SB735 – Alcohol sales during 2026 FIFA World Cup
9. Discussion of Previously Tabled Items (unspecified)
10. Additional Items (unspecified)

Posted on 12/12/2025 at 4:00 PM.



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Angela Birk, City Clerk/Treasurer

DATE: December 10, 2025

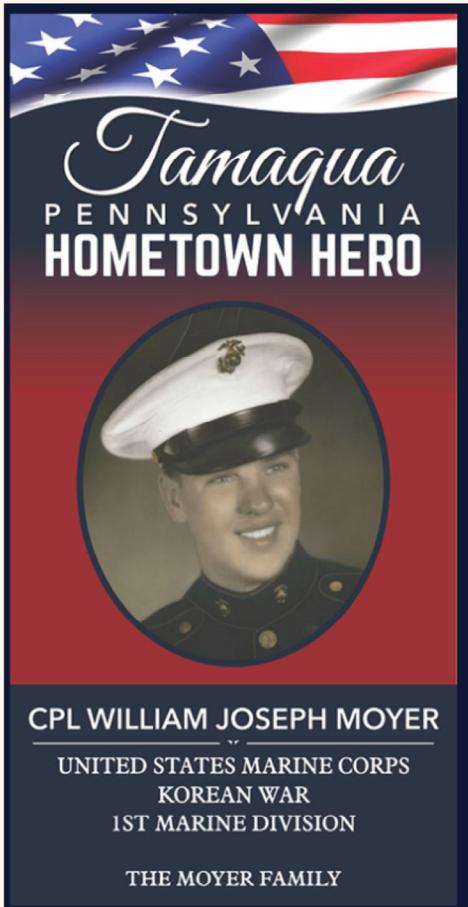
RE: SEMO Pets Contract

The current contract between the City of Jackson and SEMO Pets will terminate on December 31, 2025. The City wishes to continue this partnership due to the valuable services SEMO Pets provides to our community.

SEMO Pets Executive Director Jenn Farmer will provide an update and answer any questions regarding the organization's work and the proposed continuation of the agreement.

If you have any questions or need additional information, please do not hesitate to reach out.

HOMETOWN HEROES BANNER PROGRAM



Honor the brave men and women of the American Armed Forces — including both active-duty service members and veterans — with a personalized banner displayed throughout Uptown Jackson.

Program Details

- 44 banner spaces available on existing Uptown poles
- Entries accepted **January 1 – March 1**
- First come, first serve
- Display Period: Memorial Day through Veterans Day

Banners feature the honoree's photo, name, branch, year's served or serving and sponsor

Eligibility

Honorees must meet federal definitions for active-duty or veteran status. Proof of service may be required.

Cost

- \$100 per banner

After the Display

Families may choose:

- Receive the banner as a keepsake
- Have UJRO store it for reuse
- Renew for \$50–\$75 (if the banner is returned in good condition; otherwise standard pricing applies)





MEMO

To: Mayor and Board of Aldermen

From: Jason Lipe, Parks and Recreation Director

Date: Tuesday, December 09, 2025

Re: December 8 Park Board Report

During the December 8 Park Board meeting, the Park Board discussed designs for potential future Civic Center renovation and expansion, and reviewed proposed options for renovation or replacement of the City Pool. Under new business, the board voted to recommend the approval of the proposed FY26 budget.



CITY OF JACKSON
PARK BOARD MEETING
Monday, December 08, 2025 at 6:00 PM
Jackson Civic Center, 381 East Deerwood Drive

AGENDA

BOARD MEMBERS PRESENT

RECOGNITION OF VISITORS

READING OF PREVIOUS MEETING MINUTES

1. November 10 Meeting Minutes

OLD BUSINESS FROM PREVIOUS MEETINGS

2. Civic Center Renovation Task Order
3. City Pool Renovation Task Order

NEW BUSINESS

4. FY26 Budget

COMMITTEE REPORTS

CIVIC CENTER REPORT

5. Civic Center Report

PARKS & RECREATION DIRECTOR'S REPORT

6. Director's Report

ADJOURNMENT

Posted on 12/04/2025 at 04:00 PM.

MEMO



TO: Mayor Hahs and Members of the Board
FROM: Larry Miller, Building & Planning Manager
DATE: December 11, 2025
SUBJECT: Summary of Planning & Zoning Commission Actions – December 11, 2025 Meeting

The Planning and Zoning Commission met on December 11, 2025, and considered several items. The following is a summary of the agenda items and their outcomes:

1. **Land Exchange Certification – 5176 to 5178 Caney Fork St (.05 acres)**
The Commission approved the request as submitted. No Board of Aldermen action is required.
2. **Land Exchange Certification – 2015 W Jackson Blvd (.29 acres between D&H Second and Third Subdivisions)**
The Commission approved the request as submitted. No Board of Aldermen action is required.
3. **Land Exchange Certification – 2216 Bainbridge Rd to 2441 E Main St (.02 acres)**
The Commission approved the request as submitted. No Board of Aldermen action is required.
4. **Text Amendment – Privacy Fences and Buffer Areas (I-1 and I-2 Districts)**
The Commission approved the draft language and voted to waive a public hearing. This request moves forward to the Board of Aldermen for consideration.
5. **Text Amendment – Home Occupations**
The Commission tabled this item until the next regular meeting on January 14, 2025. Commissioners requested
 1. Additional clarification on subsection (d) and
 2. For staff to meet and review the complete draft to ensure all provisions are appropriate before it returns to the Commission.



CITY OF JACKSON
PLANNING & ZONING COMMISSION MEETING AGENDA
Wednesday, December 10, 2025 at 6:00 PM
City Hall, 101 Court Street, Jackson, Missouri

Regular Members

Bill Fadler
 Tony Koeller
 Michelle Weber
 Tina Weber

Harry Dryer, Chairman

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

Regular Members

Angelia Thomas
 Heather Harrison
 Russ Wiley
 Travis Niswonger

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. Approval of the September 10, 2025, minutes

PUBLIC HEARINGS

NEW BUSINESS

2. Consider a request to approve a Land Exchange Certification for transferring .05 Acres from 5176 Caney Fork St to 5178 Caney Fork St as submitted by Lucky 13 Investments, LLC.
3. Consider a request to approve a Land Exchange Certification for transferring .29 Acres from 2015 W Jackson Blvd, Lots 8 and 9 of D and H Second Subdivision, to Lot 1 of D and H Third Subdivision, as submitted by Straightway Farm Service, Inc.
4. Consider a request to approve a Land Exchange Certification for transferring .02 Acres from 2216 Bainbridge Rd to 2441 E Main St as submitted by Michael Keith Haynes, Sr and Linda Jo Haynes Trust.
5. Consider a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to privacy fences and buffer areas in I-1 Light Industrial and I-2 Heavy Industrial Districts.
6. Consider a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to home occupations.

ADJOURNMENT

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

JOURNAL OF THE PLANNING & ZONING COMMISSION
CITY OF JACKSON, MISSOURI
WEDNESDAY, SEPTEMBER 10, 2025, 6:00 P.M.
REGULAR MEETING
CITY HALL BOARD CHAMBER, 101 COURT STREET, JACKSON, MISSOURI

The Planning and Zoning Commission of the City of Jackson met in regular session in the Board Chamber of City Hall at 6:00 p.m. on Wednesday, September 10, 2025, with the following members present:

Present:

Harry Dryer, Chairman
Tony Koeller, Secretary
Bill Fadler
Russ Wiley
Tina Weber
Travis Niswonger

Absent:

Michelle Weber, Angelia Thomas, Heather Harrison

Mayor Dwain Hahs, Building & Planning Manager Larry Miller, and Mike Haynes were also present.

Call to Order

Chairman Harry Dryer called the meeting to order at 6:03 p.m. Secretary Tony Koeller called the roll, and a quorum was present.

Approval of Minutes

1. Approval of Minutes – August 13, 2025 Meeting

The minutes of the August 13, 2025, meeting were reviewed.

Action: The motion was made by Secretary Tony Koeller, seconded by Commissioner Bill Fadler, to approve the minutes as submitted.

Result: Motion carried unanimously.

Public Hearings

2. Public Hearing – Amendment to the Major Street Plan (Removal of Portion of Proposed North Donna Drive)

Staff Report:

Larry Miller reported that notice of this hearing was published in the *Cashbook Journal* and on the City's website on August 20, 2025. Section 3-263 of the City Code authorizes the Planning and Zoning Commission to amend the Major Street Plan by majority vote following notice and public hearing.

Applicant Remarks:

The applicant stated that the proposed roadway caused confusion during property sales and was not supported by the City or nearby property owners.

Commission Questions:

Commissioners reviewed the map provided and confirmed the limits of the proposed removal. Staff clarified that bullet points in the staff report were informational only and did not represent a recommendation.

Public Comment:

No comments in opposition were received.

Chairman Harry Dryer closed the public hearing.

Old Business

3. Action – Approval by Resolution to Remove a Section of the Major Street Plan (Portion of North Donna Drive from East Main Street to Ridge Road)

Action: Motion by Secretary Tony Koeller, seconded by Commissioner Tina Weber, to approve by resolution the removal of the planned North Donahue Drive segment connecting East Main Street to Ridge Road from the Major Street Plan.

Roll Call Vote:

Fadler—Yes
Koeller—Yes
T. Weber—Yes
Wiley—Yes
Niswonger—Yes
Dryer—Yes

Result: Motion carried unanimously.

New Business

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

Staff Report:

Staff reported that a 0.02-acre triangular portion of 425 Elm Street would be transferred to 621 Luetje Street to align with an existing driveway.

Applicant Remarks:

Applicants Justin L. and Courtney C. Jordan were not present.

Commission Questions:

Commissioners reviewed the plat and confirmed both lots would comply with zoning requirements.

Action: Motion by [commissioner Tina Weber, seconded by [commissioner Russ Wiley, to approve the land exchange certification between 425 Elm Street and 621 Luetje Street.

Roll Call Vote:

Fadler—Yes
Koeller—Yes
T. Weber—Yes
Wiley—Yes
Niswonger—Yes
Dryer—Yes

Result: Motion carried unanimously.

5. Text Amendment – Chapter 65, Industrial Building Height Requirements

Staff Report:

City of Jackson proposed an amendment to Chapter 65 to raise the maximum building height in the I-1, I-2, and I-3 industrial districts. Current regulations limit buildings to 45 feet (three stories). Staff proposed increasing the limit to 50 feet (five stories), with buildings exceeding this limitation requiring a special use permit.

Applicant Remarks:

The City of Jackson noted the discrepancy between commercial and industrial height limits, observing that industrial structures often need greater height. The amendment would provide consistency and allow flexibility with special use permits.

Commission Questions:

Commissioners discussed whether special use permits should remain valid upon transfer of ownership. They agreed that special-use permits granted for industrial buildings should not expire upon the sale of the property. Commissioners also debated whether to align the height limit with commercial standards. Staff clarified that fire department equipment limitations do not control zoning height.

Action: Motion by Secretary Tony Koeller, seconded by Commissioner Bill Fadler, to recommend approval of the text amendment to Chapter 65 to:

- Increase the maximum industrial building height to 50 feet and five stories.
- Require a special use permit for buildings exceeding this height; and
- Clarify that special use permits remain valid upon transfer of ownership.

Roll Call Vote:

Fadler—Yes

Koeller—Yes

T. Weber—Yes

Wiley—Yes

Niswonger—Yes

Dryer—Yes

Result: Motion carried unanimously.

Adjournment

Commissioner Bill Fadler moved to adjourn without further business, seconded by Commissioner Travis Niswonger. The motion carried, and the meeting was adjourned at approximately 7:40 p.m.

Respectfully submitted,

Tony Koeller
Planning and Zoning Commission Secretary

Attest:

Larry Miller
Building and Planning Manager

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

ACTION ITEM: Consider a request to approve a Land Exchange Certification for transferring .05 Acres from 5176 Caney Fork St to 5178 Caney Fork St as submitted by Lucky 13 Investments, LLC.

APPLICANT: Lucky 13 Investments, LLC.

APPLICANT STATUS: Owner

PURPOSE: Land Exchange Certification

SIZE: .05 Acres

PRESENT USES: Empty Lots

PROPOSED USE: Duplex

ZONING: R-3 One and Two Family Residential

SURROUNDING ZONING: East, West, South – R-3 One and Two Family Residential; North – R-2 Single Family Residential

HISTORY: N/A

TRANSPORTATION AND PARKING: All required street frontage and parking exist.

APPLICABLE REGULATIONS: Land Subdivision Regulations (Chapter 57)

2024 COMPREHENSIVE PLAN: Mixed Residential - The mixed residential designation consists of multiple housing types including single-family detached, townhomes, duplexes, and small multi-family buildings. These areas encourage greater variety within Jackson's housing stock and allow for more flexibility to build denser residential development in proximity to the city's major roadways such as Main or Independence streets, and in the traditional neighborhoods to the north of Uptown. Areas designated for mixed residential can accommodate several dwelling types, including senior, workforce, and attainable housing. Mixed residential areas should be located throughout the city, mainly near arterial roads like Jackson Boulevard and Main Street.

MAJOR STREET PLAN: Does not affect the major street plan

FLOODPLAIN INFORMATION: Not in the Flood Plain per panel 29031C0253E Dated 9-29-2011.

PHYSICAL CHARACTERISTICS: Approximately two square lots that are empty.

COMMENTS: Sec. 65-7. - R-3 One- and two-family residential district regulations. *Use regulations.* A building or premises shall be used only for the following purposes:
Attached single-family dwellings.

Lot size. The minimum lot size permitted shall be as follows:

Attached single-family dwellings shall be on a lot having an area of not less than five thousand (5,000) square feet and a width at the front lot line of not less than forty (40) feet, except that interior units attached on two (2) or more sides shall have a minimum lot area of not less than two thousand (2,000) square feet and a width at the front lot line of not less than eighteen (18) feet.

Definition:

Dwelling, attached single-family. One (1) of two (2) or more attached residential dwellings each designed exclusively for occupancy by one (1) family and located on an individual lot of record to be conveyed as part of the property that each unit occupies. Each unit shall contain separate ground floor front entrance to the outdoors, no unit shall be located over another unit or portion of another unit, and each unit shall be separated from any other unit by one (1) or more common fire-resistant walls.

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

LAND EXCHANGE CERTIFICATION APPLICATION FORM

City of Jackson, Missouri



DATE OF APPLICATION: November 6, 2025

ADDRESS OF GRANTING PROPERTY: 5176 Caney Fork St.

ADDRESS OF RECEIVING PROPERTY: 5178 Caney fork St.

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

Property Owner Name(s): Lucky 13 Investments LLC

Mailing Address: 2681 E. Main St.

City, State ZIP: Jackson, MO 63755

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

Property Owner Name(s): Lucky 13 Investments LLC

Mailing Address: 2681 E. Main St.

City, State ZIP: Jackson, MO 63755

ENGINEER / SURVEYING COMPANY: Strickland Engineering

Engineer / Surveyor Contact: Rodney Amos

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

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-243-4080

CONTACT PERSON HANDLING APPLICATION:

Contact Name: John W. King III

Mailing Address: 2681 E. Main St.

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-225-6440

Contact's Email Address (if used): bill@united-lt.com

APPLICATION FOR (check one):

- Division of land into no more than four lots, all of which are 3 acres or greater in size
- Division of land for cemetery usage
- Lot line adjustment between adjoining lots
- Transfer to adjoining property to improve ingress or egress
- Combination or re-combination of previously platted lots. Total number of lots may not be increased and all resulting lots apply with the Land Subdivision Regulations

REASON FOR REQUEST (use additional pages if needed):

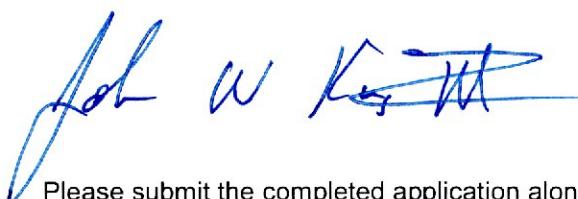
Adjusting line between properties.

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

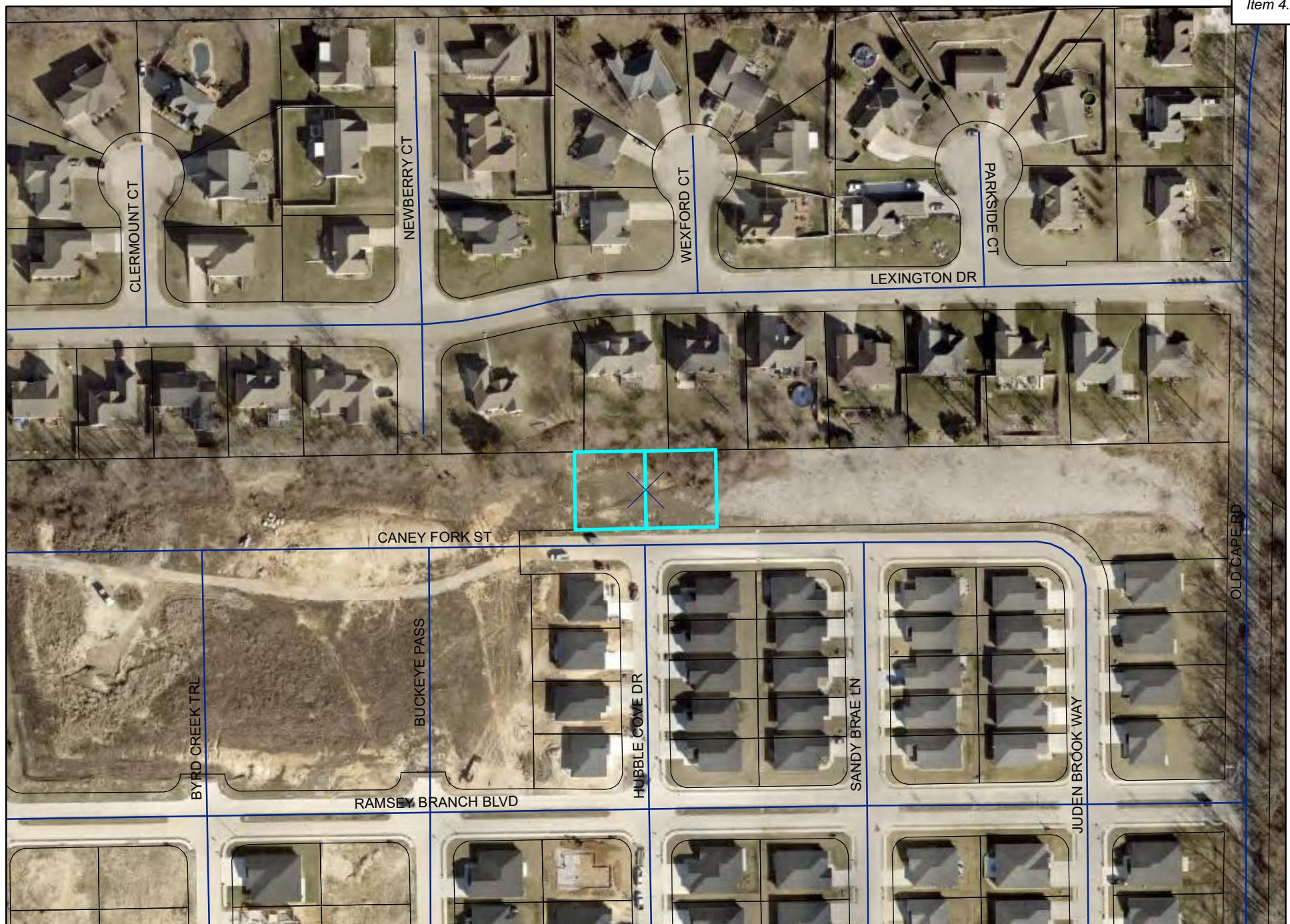
LEGAL DESCRIPTION OF TRACT: Submit a copy of the most current deed for the property being divided.**OWNER SIGNATURES:**

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



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

Building & Planning Manager
 City of Jackson
 101 Court Street
 Jackson, MO 63755
 Ph: 573-243-2300 ext. 29
 Fax: 573-243-3322
 Email: permits@jacksonmo.org



LAND EXCHANGE PLAT FOR LUCKY 13 INVESTMENTS, LLC

Lot 149 and Lot 150 of Ramsey Branch Subdivision Phase 2,
Jackson, Missouri.



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

30 0 30 60

REFERENCES

1. DOCUMENT NO. 2021-14481 (SUBJECT)
2. DOCUMENT NO. 2015-03072
3. DOCUMENT NO. 2025-08134
4. BOOK 1091, PAGE 049
5. DOCUMENT NO. 2016-06694
6. DOCUMENT NO. 2020-08028
7. RAMSEY BRANCH SUBDIVISION PHASE 2, DOCUMENT NO. 2022-02518
8. KLAUS PARK VILLAGE PHASE 1, PLAT BOOK 20, PAGE 14

FLOODPLAIN NOTE

NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 29031C0253E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

SURVEYOR NOTE

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

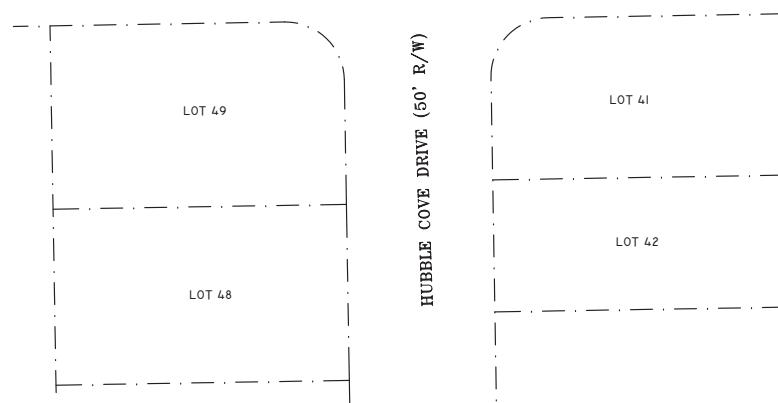
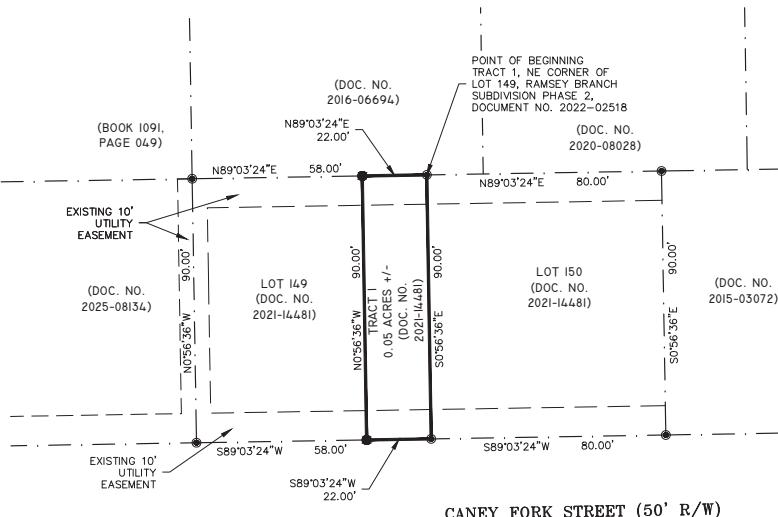
ACCURACY STANDARD: TYPE URBAN

LEGEND

1. ● 1/2" IRON ROD (SET)
2. ● 5/8" IRON ROD W/ALUM CAP (SET)
3. ● IRON ROD W/CAP (FOUND)
4. ○ IRON ROD (FOUND)
5. ○ IRON PIPE
6. ■ STONE
7. ♦ COTTON PICKER SPINDLE
8. ♦ CHISELED CROSS
9. ○ AXLE
10. ● ALUMINUM MONUMENT
11. △ RIGHT-OF-WAY MARKER
12. (M) MEASURED
13. (R) RECORDED

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 5TH DAY OF NOVEMBER 2025.

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



TRACT I - DESCRIPTION (PART OF LOT 149 ATTACHING TO LOT 150)

THAT PART OF LOT 149 OF RAMSEY BRANCH SUBDIVISION PHASE 2, AS RECORDED IN DOCUMENT NO. 2022-02518 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE NORTHEAST CORNER OF SAID LOT 149; THENCE SOUTH 00°56'36" EAST ALONG THE EAST LINE OF SAID LOT 149, 90.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 149; THENCE LEAVING SAID EAST LINE, SOUTH 89°03'24" WEST ALONG THE SOUTH LINE OF SAID LOT 149, 22.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00°56'36" WEST 90.00 FEET TO THE NORTH LINE OF SAID LOT 149; THENCE NORTH 89°03'24" EAST ALONG SAID NORTH LINE, 22.00 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 0.05 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

DESCRIPTION (LOT 150 AND TRACT I COMBINED)

ALL OF LOT 150, AND THAT PART OF LOT 149 OF RAMSEY BRANCH SUBDIVISION PHASE 2, AS RECORDED IN DOCUMENT NO. 2022-02518 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 149; THENCE NORTH 89°03'24" EAST ALONG THE NORTH LINE OF SAID LOT 150, 80.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 150; THENCE LEAVING SAID NORTH LINE, SOUTH 00°56'36" EAST ALONG THE EAST LINE OF SAID LOT 150, 90.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 150; THENCE LEAVING SAID EAST LINE, SOUTH 89°03'24" WEST ALONG THE SOUTH LINE OF SAID LOT 150, 80.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 149; THENCE SOUTH 89°03'24" WEST ALONG THE SOUTH LINE OF SAID LOT 149, 22.00 FEET; THENCE LEAVING SAID SOUTH LINE, NORTH 00°56'36" WEST 90.00 FEET TO THE NORTH LINE OF SAID LOT 149; THENCE NORTH 89°03'24" EAST ALONG SAID NORTH LINE, 22.00 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 0.24 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

DESCRIPTION (REMAINDER OF LOT 149)

THAT PART OF LOT 149 OF RAMSEY BRANCH SUBDIVISION PHASE 2, AS RECORDED IN DOCUMENT NO. 2022-02518 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 149; THENCE NORTH 89°03'24" EAST ALONG THE NORTH LINE OF SAID LOT 149, 58.00 FEET; THENCE LEAVING SAID NORTH LINE, SOUTH 00°56'36" EAST, 90.00 FEET TO THE SOUTH LINE OF SAID LOT 149; THENCE SOUTH 89°03'24" WEST ALONG THE SOUTH LINE OF SAID LOT 149, 58.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 149; THENCE LEAVING SAID SOUTH LINE, NORTH 00°56'36" WEST ALONG THE WEST LINE OF SAID LOT 149, 90.00 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 0.12 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

THIS SURVEY CREATS A NEW PARCEL FROM A TRACT DESCRIBED IN DOC. NO. 2021-14481 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI.

STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

FILED FOR RECORD THIS _____ DAY OF _____, 2025 AND DULY

RECORDED IN DOCUMENT NUMBER _____

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

STRICKLAND
ENGINEERING

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

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

LAND EXCHANGE PLAT FOR
LUCKY 13 INVESTMENTS, LLC
5176/5178 CANEY FORK ST.
JACKSON, MO

SCALE 1"=30'
DATE 11-05-2025
DRAWN BY RA
CHECKED BY DR
PROJECT # 2

ACTION ITEM: Consider a request to approve a Land Exchange Certification for transferring .29 Acres from 2015 W Jackson Blvd, Lots 8 and 9 of D and H Second Subdivision, to Lot 1 of D and H Third Subdivision, as submitted by Straightway Farm Service, Inc.

APPLICANT: Straightway Farms Service, Inc.

APPLICANT STATUS: Owner

PURPOSE: Land Exchange Certification

SIZE: .29 Acres

PRESENT USES: Farm Services

PROPOSED USE: Same

ZONING: I-1 Light Industrial and C-2 General Commercial

SURROUNDING ZONING: I-1 Light Industrial, C-2 General Commercial, and R-2 Single Family Residential

HISTORY: N/A

TRANSPORTATION AND PARKING: All required street frontage and parking exist.

APPLICABLE REGULATIONS: Land Subdivision Regulations (Chapter 57)

2024 COMPREHENSIVE PLAN: General Commercial: The general commercial designation includes a blend of retail, offices, and service uses along the city's corridors. General commercial areas should be of a scale and intensity that is generally compatible with adjacent and nearby residential uses and can be arranged in nodes or along corridors such as Main Street, Jackson Boulevard, and U.S. Highway 61. Depending upon the type of commercial development, General commercial can provide for the daily needs of residents, but also draw customers from surrounding communities.

MAJOR STREET PLAN: Does not affect the major street plan

FLOODPLAIN INFORMATION: Not in the Flood Plain per panel 29031C0139E Dated 9-29-2011.

PHYSICAL CHARACTERISTICS: Various Sizes

COMMENTS: *Lot size.* The minimum lot size permitted in C-2 General Commercial shall be as follows:

All other buildings shall be on a lot having an area of not less than five thousand (5,000) square feet and a width at the front lot line of not less than fifty (50) feet.

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

LAND EXCHANGE CERTIFICATION APPLICATION FORM

City of Jackson, Missouri

DATE OF APPLICATION: November 6, 2025ADDRESS OF GRANTING PROPERTY: 2015 W. Jackson Blvd.ADDRESS OF RECEIVING PROPERTY: 2015 W. Jackson Blvd.**GRANTING PROPERTY OWNERS** (all legal property owners as listed on current deed, including trusts, LLCs, etc):Property Owner Name(s): Straightway Farm Service, Inc.Mailing Address: 2015 W. Jackson Blvd.City, State ZIP: Jackson, MO 63755**RECEIVING PROPERTY OWNERS** (all legal property owners as listed on current deed, including trusts, LLCs, etc):Property Owner Name(s): Straightway Farm Service, Inc.Mailing Address: 2015 W. Jackson Blvd.City, State ZIP: Jackson, MO 63755**ENGINEER / SURVEYING COMPANY:** Strickland EngineeringEngineer / Surveyor Contact: Rodney AmosMailing Address: 113 W. Main St., Suite 1City, State ZIP: Jackson, MO 63755Contact's Phone: 573-243-4080**CONTACT PERSON HANDLING APPLICATION:**Contact Name: Rick GranthamMailing Address: 2015 W. Jackson Blvd.City, State ZIP: Jackson, MO 63755Contact's Phone: 573-243-3508Contact's Email Address (if used): st-way@sbcglobal.net

APPLICATION FOR (check one):

- Division of land into no more than four lots, all of which are 3 acres or greater in size
- Division of land for cemetery usage
- Lot line adjustment between adjoining lots
- Transfer to adjoining property to improve ingress or egress
- Combination or re-combination of previously platted lots. Total number of lots may not be increased and all resulting lots apply with the Land Subdivision Regulations

REASON FOR REQUEST (use additional pages if needed):

Adjusting line between properties.

CURRENT ZONING: (circle 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 checked="" 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-3 (Central Business)
<input type="checkbox"/> MH-1 (Mobile Home Park)	<input type="checkbox"/> C-4 (Planned Commercial)
<input type="checkbox"/> O-1 (Professional Office)	<input type="checkbox"/> I-1 (Light Industrial)
<input type="checkbox"/> CO-1 (Enhanced Commercial Overlay)	<input type="checkbox"/> I-2 (Heavy Industrial)
	<input type="checkbox"/> I-3 (Planned Industrial Park)

LEGAL DESCRIPTION OF TRACT: Submit a copy of the most current deed for the property being divided.**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.)

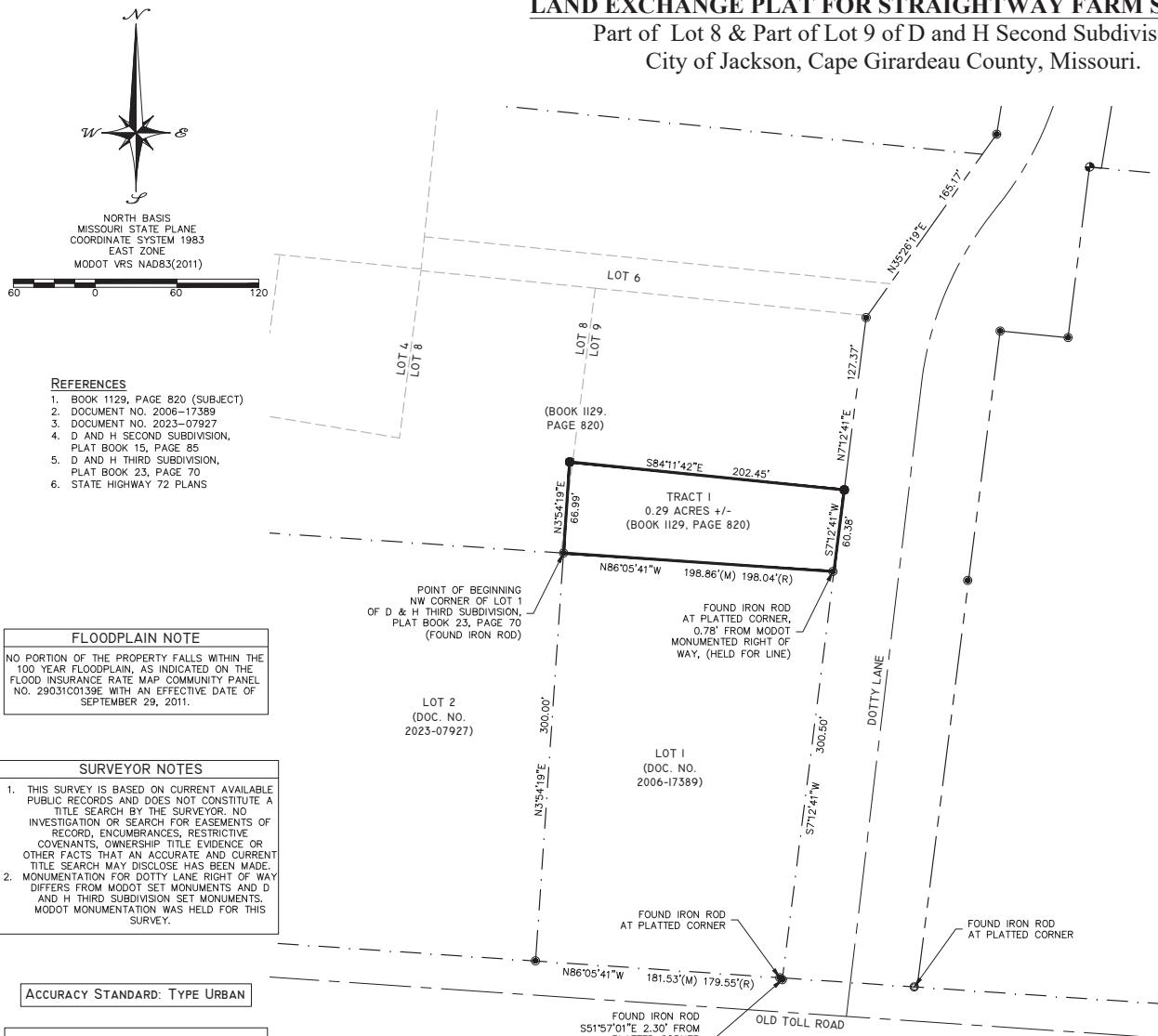
X *Rick Mantonham*

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

Building & Planning Manager
 City of Jackson
 101 Court Street
 Jackson, MO 63755
 Ph: 573-243-2300 ext. 29
 Fax: 573-243-3322
 Email: permits@jacksonmo.org

LAND EXCHANGE PLAT FOR STRAIGHTWAY FARM SERVICE

Part of Lot 8 & Part of Lot 9 of D and H Second Subdivision,
City of Jackson, Cape Girardeau County, Missouri.



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 30TH DAY OF OCTOBER 2025.

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

TRACT I - DESCRIPTION (FROM STRAIGHTWAY FARM SERVICE, BOOK 1129, PAGE ATTACHING TO STRAIGHTWAY FARM SERVICE DOCUMENT NO. 2006-17389)

THAT PART OF LOTS 8 AND 9 OF D AND H SECOND SUBDIVISION AS RECORDED IN PLAT BOOK 15, PAGE 85 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1 OF D AND H THIRD SUBDIVISION, AS RECORDED IN PLAT BOOK 23, PAGE 70 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE NORTH 03°54'19" EAST 66.99 FEET; THENCE SOUTH 84°11'42" EAST 202.45 FEET TO THE WEST RIGHT OF WAY LINE OF DOTTY LANE; THENCE SOUTH 07°12'41" WEST ALONG SAID WEST RIGHT OF WAY LINE, 60.38 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, NORTH 86°05'41" WEST ALONG SAID NORTH LINE, 198.86 FEET TO THE POINT OF BEGINNING.

THE HERIN DESCRIBED TRACT CONTAINS 0.29 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

TOTAL TRACT DESCRIPTION (LOT 1 AND TRACT I COMBINED)

ALL OF LOT 1 OF D AND H THIRD SUBDIVISION, AS RECORDED IN PLAT BOOK 23, PAGE 70, AND THAT PART OF LOTS 8 AND 9 OF D AND H SECOND SUBDIVISION AS RECORDED IN PLAT BOOK 15, PAGE 85 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SAID LOT 1 OF D AND H THIRD SUBDIVISION; THENCE NORTH 03°54'19" EAST 66.99 FEET; THENCE SOUTH 84°11'42" EAST 202.45 FEET TO THE WEST RIGHT OF WAY LINE OF DOTTY LANE; THENCE SOUTH 07°12'41" WEST ALONG SAID WEST RIGHT OF WAY LINE, 360.88 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, NORTH 86°05'41" WEST ALONG SAID SOUTH LINE, 181.53 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE LEAVING SAID SOUTH LINE, NORTH 03°54'19" EAST ALONG THE WEST LINE OF SAID LOT 1, 300.00 FEET TO THE POINT OF BEGINNING.

THE HERIN DESCRIBED TRACT CONTAINS 1.60 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

THIS SURVEY CREATS A NEW PARCEL FROM A TRACT DESCRIBED IN BOOK 1129, PAGE 820 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI.

STATE OF MISSOURI
COUNTY OF CAPE GIRARDEAU

FILED FOR RECORD THIS _____ DAY OF _____, 2025 AND DULY

RECORDED IN DOCUMENT NUMBER _____

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

**STRICKLAND
ENGINEERING**

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

**LAND EXCHANGE PLAT FOR
STRAIGHTWAY FARM SERVICE
DOTTY LANE
JACKSON, MO**

SCALE	1"=60'
DATE	10-30-2025
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	21



Staff Report

ACTION ITEM: Consider a request to approve a Land Exchange Certification for transferring .02 Acres from 2216 Bainbridge Rd to 2441 E Main St as submitted by Michael Keith Haynes, Sr. and Linda Jo Haynes Trust.

APPLICANT: Michael Keith Haynes, Sr. and Linda Jo Haynes Trust.

APPLICANT STATUS: Owner

PURPOSE: Land Exchange Certification

SIZE: .02 Acres

PRESENT USES: Undeveloped and Beehive Liquor

PROPOSED USE: Unknown

ZONING: C-2 general Commercial

SURROUNDING ZONING: C-2 General Commercial and R-2 Single Family Residential

HISTORY: When Beehive Liquor developed its parking lot, it was built over the property line.

TRANSPORTATION AND PARKING: N/A

APPLICABLE REGULATIONS: Land Subdivision Regulations (Chapter 57)

2024 COMPREHENSIVE PLAN: General Commercial - The general commercial designation includes a blend of retail, offices, and service uses along the city's corridors. General commercial areas should be of a scale and intensity compatible with adjacent and nearby residential uses. They can be arranged in nodes or along corridors such as Main Street, Jackson Boulevard, and U.S. Highway 61. Depending on the type of commercial development, General commercial can provide for the daily needs of residents and also attract customers from surrounding communities.

MAJOR STREET PLAN: The major street plan does go through the property (Donna Dr), but this land exchange will not affect the major street plan.

FLOODPLAIN INFORMATION: Not in the Flood Plain per panel 29031C0144E Dated 9-29-2011.

PHYSICAL CHARACTERISTICS: Various Sizes

COMMENTS: N/A

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

LAND EXCHANGE CERTIFICATION APPLICATION FORM

City of Jackson, Missouri



DATE OF APPLICATION: 10/22/2025

ADDRESS OF GRANTING PROPERTY: 2216 BAINBRIDGE RD, JACKSON MO

ADDRESS OF RECEIVING PROPERTY: 2441 E MAIN ST, JACKSON MO

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

Property Owner Name(s): MICHAEL KEITH HAYNES, SR. AND LINDA JO HAYNES TRUST

Mailing Address: 13275 LAKWOOD DR

City, State ZIP: SAINTE GENEVIEVE, MO 63670

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

Property Owner Name(s): VEDAVITH LLC

Mailing Address: 94 E SUMMERFIELD WAY

City, State ZIP: CAPE GIRARDEAU, MO 63701

ENGINEER / SURVEYING COMPANY: KLINGNER & ASSOCITES, P.C.

Engineer / Surveyor Contact: CHRIS KOEHLER

Mailing Address: 194 COKER LN

City, State ZIP: JACKSON, MO 63701

Contact's Phone: 573-335-3026

CONTACT PERSON HANDLING APPLICATION:

Contact Name: ASHTON GASKILL

Mailing Address: 194 COKER LN

City, State ZIP: JACKSON, MO 63701

Contact's Phone: 573-335-3026

Contact's Email Address (if used): agaskill@klingner.com

APPLICATION FOR (check one):

- Division of land into no more than four lots, all of which are 3 acres or greater in size
- Division of land for cemetery usage
- Lot line adjustment between adjoining lots
- Transfer to adjoining property to improve ingress or egress
- Combination or re-combination of previously platted lots. Total number of lots may not be increased and all resulting lots apply with the Land Subdivision Regulations

REASON FOR REQUEST (use additional pages if needed):

LAND EXCHANGE TO CONVEY AREA OF ENCROACHMENT OF PARKING LOT TO OWNER

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

LEGAL DESCRIPTION OF TRACT: Submit a copy of the most current deed for the property being divided.

OWNER SIGNATURES:

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






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

Building & Planning Manager
 City of Jackson
 101 Court Street
 Jackson, MO 63755
 Ph: 573-243-2300 ext. 29
 Fax: 573-243-3322
 Email: permits@jacksonmo.org





**EAST MAIN STREET
(ROW VARIES)**

POINT OF COMMENCEMENT
NORTHWEST CORNER OF LOT 2 OF
RESUBDIVISION OF LOT 1 OF
GREEN MEADOW COMMERCIAL PARK NO.5
DOCUMENT #2023-08458

2216 BAINBRIDGE RD
JACKSON, MO 63755

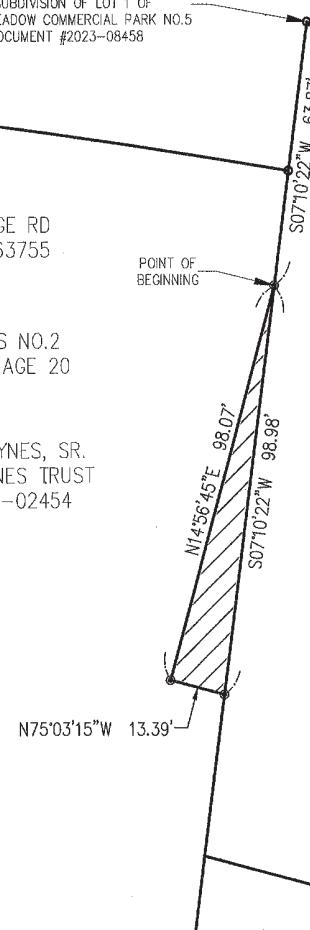
LOT 3
HAYNES ESTATES NO.2
PLAT BOOK 18, PAGE 20

N/F
MICHAEL KEITH HAYNES, SR.
AND LINDA JO HAYNES TRUST
DOCUMENT #2024-02454

2441 E MAIN ST
JACKSON, MO 63755

LOT 2
RESUBDIVISION OF LOT 1 OF
GREEN MEADOW COMMERCIAL PARK NO.5
DOCUMENT #2023-08458

N/F
VEDAVITH LLC
DOCUMENT #2023-09445



Description of Land Exchange

DESCRIPTION - TRACT 1

PART OF LOT 3 OF HAYNES ESTATES NO. 2, A SUBDIVISION IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, MISSOURI, AS SHOWN BY PLAT RECORDED IN PLAT BOOK 18 AT PAGE 20, IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 2 OF RESUBDIVISION OF LOT 1 OF GREEN MEADOW COMMERCIAL PARK NO. 5 A SUBDIVISION IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, MISSOURI, AS SHOWN BY PLAT RECORDED IN DOCUMENT NUMBER 2023-08458; THENCE WITH THE WEST LINE OF SAID LOT 2, SOUTH 07°10'22" WEST, 63.87 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 07°10'22" WEST, 98.98 FEET; THENCE LEAVING SAID WEST LINE, NORTH 75°03'15" WEST, 13.39 FEET; THENCE NORTH 14°56'45" EAST, 98.07 FEET TO THE POINT OF BEGINNING, AND CONTAINING 656 SQUARE FEET (0.02 ACRES), MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS OF RECORD.

LEGEND

- = SET IRON PIN
- = FOUND IRON PIN
- = SUBJECT PROPERTY LINE
- — = CENTERLINE
- ▨ = LAND EXCHANGE AREA

	DATE: 10/22/2025	LAND EXCHANGE EXHIBIT FOR MIKE HAYNES 2216 BAINBRIDGE RD JACKSON, MO 63755
1/1	DRAWING	LAND EXCHANGE EXHIBIT

KLINGNER
& ASSOCIATES, P.C.
Engineers Architects Surveyors
www.klingner.com
Jackson, Missouri
184 Court St. 10
573.650.3025

Klingner & Associates, P.C.
Missouri State Certificate of
Authority No. LS-182-F

MEMO



TO: Planning and Zoning Commission

FROM: Larry Miller, Building & Planning Manager

DATE: December 4, 2025

SUBJECT: Code Amendments – Privacy Fence Definition & Industrial District Buffer Requirements

This summarizes recent amendments to the City Code regarding privacy fences and buffer requirements in the I-1 Light Industrial and I-2 Heavy Industrial districts. The definition of a privacy fence has been updated to include a minimum height, ensuring fences are solid, sight-obscuring, and provide effective visual screening.

Buffer requirements have been strengthened where industrial properties border residential districts. A fifty-foot permanently landscaped buffer is now required along all shared property lines. Screening may consist of landscaping, a privacy fence or wall, or a combination of both, providing year-round opacity to a minimum height of eight feet. Landscaping must include shrubs and evergreen or screening trees that achieve full opacity from the ground up. Privacy fences must be solid, opaque, and at least eight feet tall. Full opacity must be completed at installation or within twenty-four months.

To maintain the buffer's function, no buildings, parking, loading areas, outdoor storage, dumpsters, or industrial operations may be located within it. All fencing and plantings must be maintained, with dead or damaged materials replaced within ninety days. Where unique site conditions prevent strict compliance, the Building and Planning Manager may approve an alternative screening plan that meets or exceeds the required screening performance.

Finally, subsection (8) of Section 65-3 has been deleted to remove redundant language. These amendments clarify screening standards, protect residential areas, and provide flexibility for unique site conditions.

The Commission will vote to approve, deny, or modify the draft language of this code amendment. A public hearing is optional at the Planning & Zoning Commission level, but the Board of Aldermen requires it.

Sec. 65-2. - Definitions.

Privacy fence. A privacy fence is a sight obscuring fence that blocks the area enclosed by the fence to conceal from view the activities conducted behind it that will visually isolate, conceal, and seclude objects, things, places, or people.

Privacy Fence. A privacy fence is a sight-obsuring fence designed to visually isolate and conceal the area it encloses, including activities, objects, or people from view. It shall be a minimum of six (6) feet in height, or where a different height is established elsewhere in this code.

Sec. 65-3. - District boundaries and general regulations.

(8) No industrial district shall be established adjacent to any R-1 or R-2 zone unless a permanently landscaped area is established at a minimum width of fifty (50) feet for the full distance between any new industrial zone and any adjacent residential zone and no industrial district shall be established adjacent to any R-3 or R-4 zone unless a permanently landscaped area is established at a minimum width of fifty (50) feet for the full distance between any new industrial zone and any adjacent residential zone. Such buffer shall include trees, shrubs, and a privacy fence or wall a minimum of six (6) feet in height the full length of the buffer, except where such buffer includes a front yard setback.

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

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

(5) ~~Buffer areas.~~ Where industrial uses abut a residential district, an adequate buffer or screen shall be provided to visually screen the industrial use from the residential area. The buffer shall consist of a planting screen of suitable shrubbery maintained at a minimum height of eight (8) feet and being a minimum of eight (8) feet wide or privacy-type fencing a minimum of eight (8) feet in height.

(5) *Buffer areas.* Whenever property zoned or proposed to be zoned I-1 Light Industrial shares a property line with any R-1, R-2, R-3, or R-4 residential zoning district, the following must be met:

- a. Required Buffer Width.
 - 1. A permanent buffer with a minimum width of fifty (50) feet shall be provided along the entire length of the shared property line.
- b. Required Screening Within the Buffer.
 - 1. The required buffer must provide complete visual screening between the industrial and residential districts using one of the following:
 - a) A continuous planting screen of shrubs, evergreens, or trees forming a solid, opaque screen from the ground to a minimum height of eight (8) feet.
 - b) A fence or wall that is solid, sight-obscuring, and a minimum of eight (8) feet in height, continuous from the ground to the top, constructed of opaque materials.
 - c) A mix of fencing, wall, and screen that together provide year-round opacity from ground level to a minimum height of eight (8) feet.

All required visual screening materials, including fencing, walls, planting screen, or any combination thereof, shall be located entirely within the fifty (50) foot buffer area and may not be placed outside or beyond its boundaries.

c. Timing of Required Opacity.

1. Required opacity shall be achieved:
 - a) At installation, or
 - b) Within twenty-four (24) months, based on spacing and species selection of shrubs, evergreens, or trees.

d. Prohibited Uses Within the Buffer.

1. To preserve the function of the buffer, no portion of the required fifty (50) foot buffer area shall be used for any purpose other than as a visual screening as described above.

e. Maintenance.

1. All fencing, walls, and planting screens within the buffer shall be maintained in good condition. Dead, diseased, or damaged materials must be replaced within ninety (90) days to maintain continuous opacity.

f. Alternative Compliance.

1. Where unique site conditions prevent strict adherence to this subsection, the Building and Planning Manager may approve an alternative screening plan that meets or exceeds the required screening performance.



MEMO

TO: Planning and Zoning Commission
FROM: Larry Miller, Building & Planning Manager
DATE: December 4, 2025
SUBJECT: Code Amendments – Addition of Article III: Home Occupations (Chapter 65)

This memo provides an overview of a proposed amendment to Chapter 65 that creates a new Article III regulating Home Occupations. The new article includes updated definitions and clear standards for home-based businesses to ensure they remain secondary to the residential use of the property, do not occupy more than 49% of the home, do not change the exterior appearance, and do not cause traffic, parking, noise, or other neighborhood impacts. The regulations also align with Missouri state law regarding No Impact Home-Based Businesses and the City's authority to impose narrowly tailored requirements that protect public health, safety, and neighborhood character. The article outlines basic compliance steps for residents, including submitting a brief description of the business and required state tax information within 60 days, though no license or fee is required. To maintain consistency, the staff has removed or struck through older language in Article I that conflicted with these new regulations.

The Commission will vote to approve, deny, or modify the draft language of this code amendment. A public hearing is optional at the Planning & Zoning Commission level, but the Board of Aldermen requires it.

ARTICLE III. – HOME OCCUPATIONS

Sec. 65-75 – General Provisions.

A. *Purpose.* The City recognizes the need to balance its residents' autonomy to use their homes for work with the expectations of neighboring residents that the City will protect the property values in and maintain the integrity of the residential districts in which they live and have invested. These regulations allow and regulate in equitable fashion the customarily accepted non-residential types of activity carried on in the residential districts of the City. As such, for Home-Based Businesses and Home-Based Work undertaken on any lot zoned or used for dwelling purposes located in R-1, R-2, R-3, R-4, and MH-1 districts, the following requirements are enacted to protect the public health and safety, (which include all regulations related to fire and building codes, health and sanitation, transportation, parking, or traffic control, solid or hazardous waste, pollution, lighting control and noise control); control overcrowding; preserve the residential character of and property values in residential districts; ensure that the business activity is compliant with city, state, and federal law; and confirm that the business is paying applicable taxes.

B. *Definitions:*

1. **DWELLING.** Any building or portion thereof which is designed and used exclusively for residential purposes.
2. **GOODS OR SERVICES.** Any merchandise, equipment, products, supplies, or materials or any labor performed in the interest or under the direction of others; specifically, the performance of some useful act or series of acts for the benefit of another, usually for a fee. Goods or services does not include real property or any interests therein.
3. **HOME-BASED BUSINESS.** Any business operated in a dwelling that manufactures, provides, or sells goods or services and that is owned and operated by the owner or tenant of the dwelling.
4. **HOME-BASED WORK.** Any lawful occupation performed by a resident within a dwelling or accessory structure, which is clearly incidental and secondary to the use of the dwelling and does not change the residential character of the dwelling or adversely affect the character of the surrounding neighborhood.
5. **HOME OCCUPATION.** A No Impact Home-Based Business.
6. **NO IMPACT HOME-BASED BUSINESS.** Any Home-Based Business or Home-

Based Work where:

- a. The total number of employees and clients on-site at one time does not exceed the occupancy limit for the dwelling; and
- b. The activities of the business:
 - (i) Are limited to the sale of lawful goods and services;
 - (ii) May involve having more than one client on the property at one time;
 - (iii) Do not cause a substantial increase in traffic through the residential area;
 - (iv) Do not violate the parking requirements for residential districts;
 - (v) Occur inside the dwelling or in the yard of the dwelling;
 - (vi) Are not visible from the street; and
 - (vii) Do not violate the narrowly tailored regulations in Subsection C, below.
- 7. NONCOMPLIANT HOME-BASED BUSINESS. Any Home-Based Business or Home-Based Work that is not a No Impact Home-Based Business.
- 8. RESIDENT. Any person who occupies a dwelling for living and sleeping purposes permanently in the city of Jackson. 65-2
- 9. RESIDENTIAL PURPOSES. Use as a dwelling for living and sleeping.
- 10. RESIDENTIAL DISTRICTS. Districts zoned R-1, R-2, R-3 and R-4.

C. *Regulations to Safeguard the Residential Character of the Dwelling and Surrounding Neighborhood.* To preserve the residential character of the residential building and protect against adverse effects on the character of the surrounding neighborhood, a Home Occupation may operate on a lot used for dwelling purposes, provided the Home Occupation:

- 1. Is (a) clearly incidental and secondary to the primary residential use of the dwelling or lot; and (b) does not occupy more than forty-nine percent (49%) of the floor area of the dwelling; and
- 2. Does not change the residential character of the dwelling by altering or modifying the exterior of the dwelling so as to indicate the presence of a home-based business or home-based work, including signage not in compliance with the City's regulations on signs; and
- 3. Is operated such that the total number of employees and clients on-site at one time does not exceed the occupancy limit for the dwelling; and
- 4. Pays all applicable taxes and otherwise operates in compliance with applicable city, state, and federal law; and

5. Is operated by a resident or residents of the dwelling; and
6. Has no storage of hazardous materials, toxic substances, or hazardous wastes of a nature or extent than normally used for purely domestic or household purpose; and
7. Does not adversely affect the character of the surrounding neighborhood by allowing or causing, for example: commercial or delivery vehicles used in connection with the home occupation are parked at or stored on the dwelling or visit the premises with a frequency of more than one (1) visit per day; a steady or concentrated visitation of clients to the dwelling; a substantial increase in traffic or on-street parking through the residential area; storage or the use of equipment that produces negative effects outside the home or accessory structure; or similar adverse impacts.

D. Home Occupations do not require a license or any fee, but within sixty (60) days of establishing a Home Occupation the resident shall supply the City with (1) a copy of their business's Missouri Tax I.D. number and, for Home Occupations selling goods at retail, a Statement of No Tax Due in accordance Missouri Statutes (Section 144.083.2 and 144.083.4 RSMo.), and (2) a written description of the Home Occupation, the percentage of the dwelling to be occupied by the Home Occupation, and the number of employees to be working at the Home Occupation who are not residents of the dwelling. At the same time, to help ensure the proposed Home Occupation complies with the requirements of this Subsection, the City shall supply the resident with a copy of this Code Section or a summary of its requirements. Upon receipt of the written description, the City shall verify for the resident that the Home Occupation complies with the foregoing requirements. Failure to provide the above information to the City is an ordinance violation. Any change in the amount of floor area occupied by the Home Occupation as detailed in the original description, number of employees, or the type of Home Occupation should be followed by a submission of a revised description and review and approval in accordance with this Section to assist the resident in continued compliance.

E. Nothing in this Section shall be deemed to:

1. Prohibit mail order or telephone sales for Home Occupations;
2. Prohibit service by appointment within the home or accessory structure;
3. Prohibit or require structural modifications to the home or accessory structure;
4. Restrict the hours of operation for Home Occupations;
5. Restrict storage or the use of equipment that does not produce effects outside the home or accessory structure; or
6. Restrict or prohibit a particular occupation that is legal under the laws of the City, State,

and United States.

F. Any person violating any provision of this Section, including operating or permitting to be operated a Noncompliant Home-Based Business, shall be guilty of an offense and shall be fined not more than five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

MEMO



TO: Mayor Hahs and Members of the Board
FROM: Larry Miller, Building & Planning Manager
DATE: December 11, 2025
SUBJECT: Code Amendment – Special Use Permit Classifications (Type I vs. Type II)

This memo summarizes the proposed code amendment to Section 65-24 regarding the classification and application of special use permits. The amendment clarifies the distinction between special use permits tied to physical alterations versus those tied to a specific activity, ensuring more transparent administration, consistent enforcement, and predictable outcomes for both applicants and future property owners.

Under the proposed update, the Board of Aldermen will classify each special use permit at the time it is granted as either:

Type (i) – Physical alterations

- Runs with the land
- Transfers automatically to new owners
- Does not expire as long as the approved physical improvements remain in compliance

Type (ii) – Specific use or activity

- Personal to the original applicant
- Does not transfer upon sale of the property
- Terminates automatically when ownership changes, requiring a new permit if the use is to continue

This amendment provides the clarity requested by both staff and applicants over time, aligning our processes with best practices and ensuring that conditional, activity-based uses are reviewed whenever property ownership changes.

At the next meeting on January 5th, the Board will consider a motion to approve forwarding this request to the Planning & Zoning Commission for review.

Red lettering will be added to the code

Sec. 65-24. Special use regulations.

Subject to the provisions of this section, the Board of Aldermen of the City of Jackson may, after a public hearing before the board of aldermen, and after study and report by the city planning and zoning commission, authorize the special uses enumerated in this section in any district as herein qualified from which such uses are otherwise prohibited based on whether such buildings or use will:

- (1) Substantially increase traffic hazards or congestion.
- (2) Adversely affect the character of the neighborhood.
- (3) Substantially increase fire hazards.
- (4) Adversely affect the general welfare of the community.
- (5) Overtax public utilities.
- (6) Be in conflict with the city's comprehensive plan.

If the board's findings should be negative to the above, then the application may be granted; if affirmative as to any subject, then such permit shall be denied. In the granting of a special use permit, the board of aldermen may impose, and the planning and zoning commission may recommend, in writing, appropriate conditions and safeguards as may be deemed necessary to ensure compliance with the requirements of this zoning ordinance and to protect adjacent property and conserve property values.

Special use permits shall be classified by the board of aldermen at the time of granting as either (i) primarily authorizing physical alterations to a building, structure, or grounds or (ii) primarily authorizing a specific type of use or activity on the property. Permits classified under (i) shall run with the land, shall remain valid and binding on all subsequent owners of the property without the need for a new permit, and shall not expire or require renewal so long as the physical alterations remain in full compliance with the terms and conditions of the permit and this chapter. Permits classified under (ii) shall be personal to the applicant, shall not automatically transfer upon change of ownership, and shall terminate upon transfer of the property to a new owner. If the new owner wishes to continue, change, or alter the special use, a new special use permit application must be submitted, and the board of aldermen shall review the application to determine whether to grant a new permit under the standards of this section.

Applications for special use permits, **other than applications caused by a change in ownership**, shall be made and processed in the same manner as provided for zoning amendments in section 65-29.

The following special uses are authorized, providing they comply with all the regulations set forth in this chapter for the district in which such use is located.

- a. Any uses for which special use permits are required by other sections of this chapter.
- b. Proprietary uses associated with churches and similar places of worship.
- c. Certain home occupations under special conditions in an R-1, R-2, R-3, or R-4 district.
- d. Fraternal organizations and private clubs in an R-1 and R-2 district.

- e. Cemeteries and mausoleums in any residential or commercial district.
- f. Bed and breakfast dwellings in an R-2 or R-3 district.
- g. Petroleum product storage in an I-1 district, excluding gasoline storage tanks at retail gasoline stations.
- h. Certain heavy industrial uses in an I-2 or I-3 district.
- i. Mobile homes/manufactured homes/mobile office.
 - 1. *Mobile home—Emergency use.* A single mobile home may be located on any lot or tract in any commercial or industrial district for emergency residential purposes and temporary residential use by applicant upon issuance of a special use permit for a period not to exceed twelve (12) months. The holder of a special use permit hereunder may submit an application for no more than one (1) extension hereunder. The original special use permit and extension thereof shall in no event exceed a twenty-four (24) month period.
 - 2. *Mobile office/mobile office unit.* A single mobile office unit may be located on any lot or tract in any commercial or industrial district for use as an office unit only and not for residential uses, upon the grant of a special use permit, subject to the following conditions:
 - i. The term shall not exceed two (2) years on the initial permit. Subsequent permits may be obtained for periods not to exceed twelve (12) months.
 - ii. The lot or tract upon which the mobile office is to be located shall contain no less than ten thousand (10,000) square feet.
 - iii. The mobile office so utilized shall not be converted to real property under Missouri Statutes unless same is in full and complete compliance with all city codes including, but not limited to, zoning and building codes.
 - iv. Any other condition that the board of aldermen, in its sole discretion, believes necessary to provide sufficient compatibility with the spirit and intent of the code.
- j. Commercial, recreational, or amusement development for temporary or seasonal periods only.
- k. Commercial radio or television tower or broadcasting station, provided the following special conditions are met:
 - 1. If the proposed tower is located within one (1) mile of an existing tower(s), evidence must be submitted demonstrating why the existing tower(s) is not suitable or available for co-use.
 - 2. The tower is designed to accommodate the co-use of at least two (2) other providers and made available to other providers for co-use for reasonable terms. A notarized statement shall be provided as to the ability of the tower for co-use.
 - 3. The design of the tower and accessory structures shall maximize the use of building materials, colors, textures, screening, and landscaping that effectively blend the facilities within the surrounding natural setting and environment.

4. The tower shall be set back from the right-of-way line of any public street up to a distance equal to the height of the tower.
5. Towers or antennas located on structures shall not extend more than thirty (30) feet above the highest point of the structure.
6. The tower and antennas shall meet all federal regulations, including but not limited to, Federal Communications Commission (FCC) emission standards and Federal Aviation Administration (FAA) lighting requirements.
7. Any tower that is no longer in use for a telecommunications purpose shall be removed at the owner's expense. The owner of the tower shall provide the city with a copy of the notice to the FCC of intent to cease operations. All obsolete and abandoned towers and accessory facilities shall be removed within six (6) months of cessation of use. In the case of multiple operators sharing use of a single tower, this provision shall not become effective until all users cease operations. The applicant shall submit an executed agreement to ensure compliance with this requirement. If the owner fails to remove an obsolete tower, the city may cause the tower to be removed and issue a special assessment tax bill for the cost of said removal, which shall be a lien against the real property affected.

- l. Buildings in excess of the height and story requirements set forth in section 65-19.
- m. Parking lots on land in residential districts, within three hundred (300) feet from the boundary of any commercial or industrial district, provided the following standards are met:
 1. Ingress and egress to such lot shall be from a street directly serving the commercial, business, or industrial district.
 2. No business involving the repair or service of vehicles, or sale, or display thereof shall be conducted from or upon such parking areas.
 3. No structures shall be erected on the parking area except as provided for under item m.7 hereof.
 4. No sign shall be erected on the parking area except as approved by the board of aldermen.
 5. Parking areas shall be used for the parking of patrons using private passenger vehicles only and no charge shall be made for parking within such premises.
 6. The parking shall be set back in conformity with the established or required yards for residential uses; and, where a parking area adjoins a dwelling use, it shall have a minimum side yard of ten (10) feet.
 7. The parking area shall be suitably screened or fenced, paved and drained, lighted and maintained free of debris.
- n. Airports, heliports, private air strips and helipads.

(Ord. No. 13-73, § 1, 11-18-13)

MEMO



TO: Mayor Hahs and Members of the Board
FROM: Larry Miller, Building & Planning Manager
DATE: December 11, 2025
SUBJECT: Code Amendment – Chapter 64: Historic Preservation
 Commission Updates

This memo summarizes the proposed amendments to **Chapter 64 – Historic Preservation**.

Summary of Key Changes

1. **Commission Membership Updated**
 - Reduces the number of members to five (5).
 - Removes all alternate positions.
 - Eligibility expanded to include individuals who either reside in the City of Jackson or own property within the city limits.
2. **Participation by Video Conference**
 - Members may participate by video conference for roll call votes, consistent with state law and city meeting practices.
3. **Addition of Section 64-10 – Budget Distribution for Historic Preservation Commission**

The amendment creates a new section establishing a formal budgeting and financial framework for the HPC, including:

 - **Annual budget appropriation** by the Board of Aldermen based on anticipated commission needs.
 - **Authorized uses of funds**, including surveys, research, public education, consultants, workshops, administrative costs, and preservation-related documentation.
 - Ability to **seek supplemental funding** through grants, gifts, or bequests with Board approval.
 - **Financial recordkeeping and reporting** requirements, with an annual financial report submitted each January.
 - **Annual budget proposal** submitted by the HPC as part of the city's budgeting process.

This amendment does not require a public hearing. Approval may be granted by a simple majority (5 of 8 votes) at the next regular meeting on January 5, 2025.

1 **Chapter 64 - HISTORIC PRESERVATION**

2 **ARTICLE I. - GENERAL PROVISIONS**

3 **Sec. 64-1. - Purpose.**

4 The purpose of this article is to promote the educational, cultural, economic, and general
5 welfare of the community by:

- 6 (1) Providing a mechanism to identify and preserve the distinctive historic, archaeological,
7 and architectural characteristics of the city which represent elements of the city's
8 cultural, social, economic, political, and architectural history;
- 9 (2) Fostering civic pride in the beauty and accomplishments of the past as represented in
10 the city's landmarks and historic districts;
- 11 (3) Conserving and improving the value of property designated as landmarks or within
12 historic districts;
- 13 (4) Protecting and enhancing the attractiveness of the city to homebuyers, tourists, visitors,
14 and shoppers and thereby supporting and promoting business, commerce, industry, and
15 providing economic benefit to the city;
- 16 (5) Fostering and encouraging preservation through guidance and support of, restoration,
17 and rehabilitation of the historic structures, areas, and neighborhoods and thereby
18 preventing future urban blight.

19 ([Ord. No. 17-07](#), § 1, 1-23-17)

20 **Sec. 64-2. - Definitions.**

21 For the purposes of this chapter, certain words and terms used herein are defined as follows:

22 *Alteration.* Any act or process that changes one or more exterior architectural features of a
23 structure, including but not limited to the erection, construction, reconstruction, or removal of
24 any significant feature.

25 *Area.* A specific geographic division of the City of Jackson.

26 *Board of adjustment.* The board established pursuant to [chapter 65](#).

27 *Board of aldermen.* The Board of Aldermen of the City of Jackson, Missouri.

28 *Certificate of appropriateness.* A certificate issued by the historic preservation commission
29 (HPC) indicating its approval of plans for alteration, construction, removal, or demolition of a
30 landmark or of a structure within a historic district. A certificate will be denied for any work that
31 would destroy, alter, or remove any significant architectural feature or construction element.

32 *Construction.* The act of adding an addition to an existing structure or the erection of a new
33 principal or accessory structure on a lot or property.

34 *Demolition.* Any act or process which destroys in part or in whole a landmark or a structure
35 within a historic district, or which threatens to destroy a landmark or a structure within a historic
36 district, or which destroys or threatens to destroy a potentially significant property or structure by
37 failure to maintain it in a condition of good repair and maintenance.

- 1 *Design guideline.* A standard of appropriate activity that will preserve the historic and architectural character of a landmark or historic district.
- 3 *Exterior architectural appearance.* The architectural character and general composition of the exterior of a structure including but not limited to the kind, color, and texture of the building material and the type, design, and character of all windows, doors, light fixtures, signs, and appurtenant elements.
- 7 *Historic district.* An area designated as a "historic district" by ordinance of the board of aldermen which may include within definable geographic boundaries one (1) or more landmarks and which may have within its boundaries other properties or structures which, while not of such historic and/or architectural significance to be designated as landmarks, nevertheless contribute to the overall visual characteristics of the historic district.
- 12 *HPC.* Members of the historic preservation commission.
- 13 *Historic significance.* Character, interest, or value as part of the development, heritage, or culture of the community, county, state, or country; as the location of an important local, county, state, or national event; or through identification with a person or persons who made an important contribution to the development of the community, county, state, or country.
- 17 *Integrity.* Structural soundness, in relation to structural ability to be maintained or rehabilitated.
- 18 *Landmark.* A property or structure designated as a "landmark" by ordinance of the board of aldermen, pursuant to procedures prescribed herein, which is worthy of rehabilitation, restoration, interpretation, and preservation because of its historic and/or architectural significance to the City of Jackson.
- 22 *Minimum maintenance.* The minimum regulations governing the conditions and maintenance of all existing structures as adopted by the City of Jackson.
- 24 *Owner of record.* The person, corporation, or other legal entity listed as owner on the records of the county recorder of deeds.
- 26 *Public improvement project.* An action by the City of Jackson or any of its departments or agencies involving major modification or replacement of streets, sidewalks, curbs, street lights, street or sidewalk furniture, landscaping, parking, or other portions of the public infrastructure servicing commercial, residential, recreational, or industrial development; or any undertakings affecting city-owned structures.
- 31 *Removal.* Any relocation of a structure, object, or artifact on its site or to another site.
- 32 *Repair.* Any change that is not construction, alteration, demolition, or removal and is necessary or useful for continuing normal maintenance and upkeep.
- 34 *Site.* The traditional, documented, or legendary location of an event, occurrence, action, or structure significant in the life or lives of a person, persons, groups, or tribe, or any place with evidence of past human activity. Sites include, but are not limited to, cemeteries, burial grounds, occupation and work areas, evidence of farming or hunting and gathering, battlefields, settlements, estates, gardens, groves, river crossings, routes and trails, caves, quarries, mines, or significant trees or other plant life.

1 **Stop work order.** An order directing an owner, occupant, contractor, or subcontractor to halt an
2 action for which a certificate of appropriateness is required and notifying the owner, occupant,
3 contractor, or subcontractor of the application process for a certificate of appropriateness.

4 **Structure.** Anything constructed or erected, the use of which requires permanent or temporary
5 location on or in the ground, including, but without limiting the generality of the foregoing,
6 buildings, fences, gazebos, advertising signs, billboards, backstops for tennis courts, radio and
7 television antennae and towers, and swimming pools.

8 **Survey.** The systematic gathering of information on the architectural, historic, scenic, and
9 archaeological significance of buildings, sites, structures, areas, or landscapes through visual
10 assessment in the field and historical research for the purpose of identifying landmarks or
11 districts worthy of preservation.

12 ([Ord. No. 17-07](#), § 1, 1-23-17)

13 **Sec. 64-3. - Historic preservation commission established.**

14 The historic preservation commission (HPC) shall consist of five (5) members, who are
15 residents of **or own property** in the City of Jackson, all of whom shall be appointed by the mayor
16 and approved by the board of aldermen. In addition, a member of the board of aldermen shall
17 be appointed to serve as liaison. The mayor shall appoint persons with a demonstrated interest
18 in the historical preservation of the City of Jackson. To the extent available in the community,
19 the HPC shall include professional members representing such disciplines as architecture,
20 architectural history, prehistoric and historic archaeology, planning, urban design, cultural
21 geography, cultural anthropology, folklore, curation, conservation, landscape architecture, law,
22 real estate brokerage, banking, history or other fields related to historic preservation, and
23 residents of historic districts or landmarks or potential historic districts or landmarks. An
24 exception is one (1) member of the commission, upon demonstration of professional
25 architectural or preservation knowledge, may be permitted to be a non-resident.

26 ([Ord. No. 17-07](#), § 1, 1-23-17; [Ord. No. 19-59](#), § 1, 9-4-19)

27 **Sec. 64-4. - Terms of commissioners.**

28 The terms of office for all members of the HPC shall be periods of three (3) years, except that,
29 of the members of the first HPC first appointed, shall serve respectively for terms of one (1) for
30 one (1) year, two (2) for two (2) years, and two (2) for three (3) years. Members may be
31 reappointed to consecutive terms. Vacancies shall be filled for the unexpired term only. Action
32 to fill vacancies shall be initiated within sixty (60) days. The HPC shall hold at least four (4)
33 meetings per year and any member of the HPC who fails to attend at least fifty (50) percent of
34 all meetings, regular and special, in any calendar year may be removed from membership by
35 the mayor.

36 ([Ord. No. 17-07](#), § 1, 1-23-17; [Ord. No. 19-59](#), § 2, 9-4-19)

37 **Sec. 64-6. - Meetings of commission.**

38 A quorum shall consist of three (3) of the members. All decisions or actions of the HPC shall be
39 made by a majority vote of those members present and voting at any meeting where a quorum
40 exists. Meetings shall be held at regularly scheduled times, **allowing Commission members to**
41 **participate by video conferencing for any roll call votes**, to be established by resolution of the

1 HPC at the beginning of each calendar year or at any time upon the call of the chair, but no less
2 than once each quarter. The HPC shall hold at least four (4) meetings per year and any member
3 of the HPC who fails to attend at least fifty (50) percent of all meetings, regular and special, in
4 any calendar year may be removed from membership by the mayor. Public notice of all
5 meetings shall be posted in conformance with standard city policy and RSMo § 610.020. No
6 member of the HPC shall vote on any matter that may materially or apparently affect the
7 property, income, or business interest of that member. The chair, and in their absence the
8 acting chair, may administer oaths and require the attendance of witnesses. All meetings of the
9 HPC shall be open to the public except those allowed closed by state law. The HPC
10 **secretary/treasurer** shall keep minutes of its proceedings, showing the vote, indicating such fact,
11 and shall keep records of its examinations and other official actions, all of which shall be
12 immediately filed in the office of the city clerk and shall be public record. All HPC rules of
13 procedure, designation criteria, design guidelines, and forms shall be available to the public at
14 the office of the city clerk.

15 ([Ord. No. 17-07](#), § 1, 1-23-17; [Ord. No. 18-14](#), § 1, 3-19-18)

16 **Sec. 64-7. - Funding and compensation of historic preservation commission.**

17 The board of aldermen shall annually appropriate funds, within the budget limitations, for the
18 operation of the HPC. The HPC may, with the consent of the board of aldermen, apply for,
19 receive, or expend any federal, state or private grant, grant-in-aid, gift or bequest, in furtherance
20 of the general purposes of this chapter. The members shall serve without compensation.

21 ([Ord. No. 17-07](#), § 1, 1-23-17)

22 **Sec. 64-8. - Powers and duties.**

23 The HPC shall have the following powers and duties:

- 24 (1) To adopt its own procedural regulations, provided that such regulations are consistent
25 with this chapter and the Revised Statutes of the State of Missouri;
- 26 (2) To conduct an ongoing survey for the identification of historically and architecturally
27 significant properties, structures, sites, and areas that exemplify the cultural, social,
28 economic, political, or architectural history of the nation, state, or city.
- 29 (3) To investigate and recommend to the board of aldermen the designation of properties or
30 structures having special historic, community, or architectural value as "landmarks;"
- 31 (4) To investigate and recommend to the board of aldermen the designation of areas as
32 having special historic, community, or architectural value as "historic districts;"
- 33 (5) To keep a register of all properties and structures which have been designated as
34 landmarks or historic districts, including all information required for each designation, to
35 be stored in the office of the city clerk;
- 36 (6) To confer recognition upon the owners of landmarks and property or structures within
37 historic districts by means of certificates, plaques, or markers; and to make
38 recommendations for the design and implementation of specific markings of the streets
39 and routes leading from one (1) landmark or historic district to another;
- 40 (7) To advise and assist owners of landmarks and property or structures within historic
41 districts on physical and financial aspects of preservation, renovation, rehabilitation, and
42 reuse, and on procedures for inclusion on the National Register of Historic Places;

- 1 (8) To nominate landmarks and historic districts to the City of Jackson Historic Register and
2 to review and comment on any nominations to the National Register of Historic Places;
- 3 (9) To inform and educate the citizens of the City of Jackson concerning the historic,
4 archaeological, and architectural heritage of the city through publication or sponsorship
5 of maps, newsletters, brochures, pamphlets, programs, and seminars;
- 6 (10) To review applications for construction, alteration, removal, or demolition affecting
7 proposed or designated landmarks or structures within historic districts and issue or
8 deny certificates of appropriateness for such actions. Applicants may be required to
9 submit plans, drawings, elevations, specifications, and other information as may be
10 necessary to make decisions;
- 11 (11) To request the building official to issue stop work orders for any construction, alteration,
12 removal, or demolition undertaken without a certificate of appropriateness or to stop
13 work that violates the conditions of a certificate;
- 14 (12) To develop specific design guidelines for the alteration, construction, or removal of
15 landmarks or property and structures within historic districts;
- 16 (13) To review and make recommendation regarding proposed zoning amendments,
17 applications for special use permits, or applications for zoning variances that affect
18 proposed or designated landmarks or historic districts;
- 19 (14) To administer on behalf of the City of Jackson any property of historical significance or
20 full or partial interest in real property, including easements, that the City of Jackson may
21 have or accept as a gift or otherwise upon approval by the board of aldermen;
- 22 (15) To call upon available city staff members as well as other experts for technical advice;
- 23 (16) To retain such specialists or consultants, upon approval of the board of aldermen, or to
24 appoint such citizen advisory committees as may be required from time to time;
- 25 (17) To testify before all boards and commissions, including the board of aldermen and board
26 of adjustment, on any matter affecting historically and architecturally significant property,
27 structures, sites, and areas;
- 28 (18) To make recommendations to the board of aldermen concerning budgetary
29 appropriations to further the general purposes of this chapter;
- 30 (19) To periodically review the City of Jackson zoning ordinance and to recommend to the
31 planning and zoning commission and board of aldermen any amendments appropriate
32 for structures within historic districts.

33 ([Ord. No. 17-07](#), § 1, 1-23-17)

34 **Sec. 64-9. - Inventory of potential historic districts, sites, structures, and objects.**

35 The HPC shall undertake an ongoing survey and research effort in the City of Jackson to
36 identify neighborhoods, areas, sites, structures, and objects that have historic, cultural,
37 archaeological, architectural, or aesthetic importance, interest, or value and shall maintain an
38 inventory of that information. As part of the survey, the HPC shall review and evaluate any prior
39 surveys and studies by any unit of government or private organization and compile appropriate
40 descriptions, facts, and photographs. The survey shall be stored in the office of the city clerk.
41 The HPC shall systematically identify potential landmarks and historic districts and adopt
42 procedures to nominate them based upon the following criteria:

- 43 (1) The potential landmarks and historic districts in one (1) identifiable neighborhood or
44 distinct geographical area of the City of Jackson;

- 1 (2) The potential landmarks and historic districts associated with a particular person, event,
2 or historical period;
- 3 (3) The potential landmarks and historic districts of a particular architectural style or school,
4 or of a particular architect, engineer, builder, designer, or craftsman;
- 5 (4) Such other criteria as may be adopted by the HPC to assure systematic survey and
6 nomination of all potential landmarks and historic districts within the City of Jackson.

7 (Ord. No. 17-07, § 1, 1-23-17)

8 **Sec. 64-10. - Budget Distribution for Historic Preservation Commission.**

9 (a) **Annual Budget Allocation.** The Board of Aldermen shall annually appropriate a
10 dedicated budget for the Historic Preservation Commission (HPC) to support its
11 operations and activities as outlined in this chapter. The budget shall be determined
12 based on the anticipated needs of the HPC, including but not limited to administrative
13 costs, survey and research activities, public education and outreach programs,
14 professional services, and maintenance of records and materials.

15 (b) **Use of Funds.** The HPC shall utilize the allocated budget for the following purposes:

- 16 1. Conducting surveys and research to identify and document historically and
17 architecturally significant properties, structures, sites, and areas within the City of
18 Jackson.
- 19 2. Developing and distributing educational materials, such as maps, newsletters,
20 brochures, pamphlets, and programs, to inform the public about the city's
21 historic, archaeological, and architectural heritage.
- 22 3. Retaining specialists or consultants, upon approval of the Board of Aldermen, to
23 provide technical expertise for preservation, restoration, or rehabilitation projects.
- 24 4. Organizing and sponsoring seminars, workshops, and public hearings to promote
25 historic preservation.
- 26 5. Covering administrative expenses, including but not limited to meeting materials,
27 publication of notices, and maintenance of records in the office of the city clerk.
- 28 6. Supporting the nomination and designation processes for landmarks and historic
29 districts, including costs associated with public notifications and documentation.

30 (c) **Supplemental Funding.** The HPC may, with the approval of the Board of Aldermen,
31 seek and accept supplemental funding through federal, state, or private grants, grants-
32 in-aid, gifts, or bequests. Such funds shall be used exclusively to further the purposes of
33 this chapter and shall be managed in accordance with applicable city financial policies.

34 (d) **Financial Oversight.** The secretary/treasurer of the HPC shall maintain accurate
35 records of all budgeted and supplemental funds, including expenditures and allocations.
36 A detailed financial report shall be included in the HPC's annual report to the Board of
37 Aldermen, submitted in January of each year, outlining the use of funds and their impact
38 on the commission's activities.

39 (e) **Budget Review.** The HPC shall annually submit a proposed budget to the Board of
40 Aldermen for review and approval as part of the city's budgeting process. The proposed

budget shall include a detailed justification of anticipated expenses and align with the HPC's goals and duties as outlined in this chapter.

Secs. 64-11—64-15. - Reserved.

ARTICLE II. - DESIGNATION OF LANDMARKS AND HISTORIC DISTRICTS

Sec. 64-16. - Nomination of landmarks and historic districts.

(a) Nominations shall be made to the HPC on a form prepared by it and may be submitted by the HPC, by the owner(s) of record of the nominated landmark property or structure, by over fifty (50) percent of the owners of property of a nominated historic district, or by the board of aldermen. The date of receipt by the HPC is hereby established as the first meeting date at which the nomination form is presented.

(b) Nominations shall be turned in to the building official who will, within seven (7) days of receipt, mail a notification of intent to nominate to the owner of record of the nominated property and schedule the item on the agenda for the next available regular HPC meeting. Nominations shall be submitted at least fourteen (14) days prior to the meeting date of the HPC.

(c) Forms and criteria for nomination will be available at the office of the building official.

(Ord. No. 17-07, § 1, 1-23-17)

Sec. 64-17. - Fees for nomination.

There shall be no fee for nomination.

(Ord. No. 17-07, § 1, 1-23-17)

Sec. 64-18. - Criteria for consideration of nomination.

The HPC shall, upon such investigation as it deems necessary, make a determination as to whether a nominated property, structure, site, area, or district meets one (1) or more of the following criteria and is at least fifty (50) years old:

- (1) Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, county, state, or country;
- (2) Its location as a site of a significant local, county, state, or national event;
- (3) Its identification with a person or persons who significantly contributed to the development of the community, county, state, or country;
- (4) Its embodiment of distinguishing characteristics of an architectural type valuable for the study of a period, type, method of construction, or use of indigenous materials;
- (5) Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or country;
- (6) Its embodiment of elements of design, detailing, materials, or craftsmanship that render it architecturally significant;
- (7) Its embodiment of design elements that make it structurally or architecturally innovative;
- (8) Its unique location or singular physical characteristic that makes it an established or familiar visual feature of the neighborhood, community, or city;

- 1 (9) Its character as a particularly fine or unique example of a utilitarian structure, including
2 but not limited to farmhouses, gas stations, or other commercial structures, with a high
3 level of integrity or architectural significance;
- 4 (10) Its age of at least fifty (50) years;
- 5 (11) Its suitability for preservation or restoration.

6 Any structure, property, or area that meets one (1) or more of the above criteria shall also have
7 sufficient integrity of location, design, materials, and workmanship to make it worthy of
8 preservation or restoration.

9 ([Ord. No. 17-07](#), § 1, 1-23-17)

10 **Sec. 64-19. - Public hearing on landmarks and historic districts.**

- 11 (a) Upon receipt of a completed nomination of a landmark or historic district, the HPC shall
12 schedule a public hearing to solicit input and comment on the proposed nomination and
13 any additional design guidelines for certificates of appropriateness for the nominated
14 property.
- 15 (b) Notice of the date, time, place, and purpose of the meeting and a copy of the completed
16 nomination form shall be sent by regular mail to the owner(s) of record and to the
17 nominators and to the owners of all property adjoining the nominated landmark or
18 historic district.
- 19 (c) Notice of the hearing shall be published at least fifteen (15) days prior to the date of the
20 hearing in a newspaper having general circulation in the City of Jackson. The notice
21 shall state the street address or legal description of a nominated landmark or the
22 boundaries of a nominated historic district.

23 ([Ord. No. 17-07](#), § 1, 1-23-17)

24 **Sec. 64-20. - Report and recommendation of HPC.**

25 The HPC shall within sixty (60) calendar days from receipt of a completed nomination in proper
26 form adopt by resolution a recommendation that the nominated landmark or historic district does
27 or does not meet the criteria for designation in [section 64-18](#) of this chapter. The resolution shall
28 be accompanied by a report to the board of aldermen containing the following information:

- 29 (1) Explanation of the significance or lack of significance of the nominated landmark or
30 historic district as it relates to the criteria for designation;
- 31 (2) Explanation of the integrity or lack of integrity of the nominated landmark or historic
32 district.

33 In the case of a nominated landmark found to meet the criteria for designation:

- 34 (1) The significant exterior architectural or other features of the nominated landmark that
35 should be protected;
- 36 (2) The types of construction, alteration, demolition, and removal, other than those requiring
37 a building or demolition permit, that should be reviewed for appropriateness pursuant to
38 the provisions of article V of this chapter;
- 39 (3) In the case of archeological or historic sites, the archaeological or historic significance
40 and recommendations for interpretation and protection.

41 In the case of a nominated historic district found to meet the criteria for designation:

- 1 (1) The types of significant exterior architectural features of the structures within the
2 nominated historic district that should be protected;
- 3 (2) The type and significance of historic sites within the nominated historic district;
- 4 (3) Proposals for any additional design guidelines of HPC review of certificates of
5 appropriateness within the nominated landmark or historic district;
- 6 (4) Recommendations as to appropriate permitted uses, special uses, height and area
7 regulations, minimum or maximum dwelling size, floor area, sign regulations, lot size,
8 and parking regulations necessary or appropriate to the preservation of the nominated
9 landmark or historic district, including recommendations for buffer zones to protect and
10 preserve visual integrity;
- 11 (5) A map showing the location of the nominated landmark and/or the boundaries of the
12 nominated historic district.

13 ([Ord. No. 17-07](#), § 1, 1-23-17)

14 **Sec. 64-21. - Notification of historic preservation commission determination.**

15 Notice of the determination of the HPC including a copy of the report shall be sent by regular
16 mail to the owner of record of a nominated landmark and of all property within a nominated
17 historic district and to the nominator within seven (7) days following adoption of the resolution.
18 Within seven (7) days following a determination by the HPC that the nominated landmark or
19 historic district does meet the criteria for designation, a copy of the resolution and report
20 accompanied by a recommendation that the nominated landmark or historic district be
21 designated shall be sent to the board of aldermen and shall be available to the public in the
22 office of the building and planning department.

23 ([Ord. No. 17-07](#), § 1, 1-23-17)

24 **Sec. 64-22. - Appeal of historic preservation commission determination.**

25 A determination by the HPC that the nominated landmark or historic district does not meet the
26 criteria for designation shall be a final administrative decision reviewable under the Missouri
27 Administrative Procedure and Review Act provided, however, that the nominator or any owner
28 of the nominated landmark or of property within the nominated historic district may within thirty
29 (30) days after the postmarked date of the notice of the determination file with the city clerk a
30 written appeal to the board of aldermen.

31 ([Ord. No. 17-07](#), § 1, 1-23-17)

32 **Sec. 64-23. - Action by board of aldermen.**

33 The board of aldermen shall, within sixty (60) calendar days after receiving the recommendation
34 that the nominated landmark or historic district be designated or after receiving a written appeal,
35 either reject the recommendation or written appeal or designate the landmark or historic district
36 by an ordinance. The board of aldermen may hold a public hearing before enacting the
37 resolution or ordinance and provide notice and take testimony in the same manner as provided
38 in [section 64-19](#). Any resolution or ordinance shall be accompanied by a written statement
39 explaining the reasons for the action of the board of aldermen. Written notification of the action
40 of the board of aldermen shall be provided by regular mail to the nominator, the appellant, and
41 the owner(s) of record of the nominated landmark or of all property within a nominated historic
42 district. The notice shall include a copy of the designation ordinance or resolution passed by the

1 board of aldermen. A copy of each designation ordinance shall be sent to the HPC and the
2 building official.

3 ([Ord. No. 17-07](#), § 1, 1-23-17)

4 **Sec. 64-24. - Designation ordinance.**

5 Upon designation, the landmark or historic district shall be classified as a "district H-historic" and
6 the designating ordinance shall prescribe the significant features; the types of construction,
7 alteration, demolition, and removal, other than those requiring a building or demolition permit
8 that should be reviewed for appropriateness; any design guidelines beyond those specified in
9 this chapter for applying the criteria for review of appropriateness; permitted uses; special uses;
10 height and area regulation; minimum dwelling size; floor area; lot size; sign regulation; and
11 parking regulations. The official zoning map of the City of Jackson shall be amended to show
12 the location of the "district H-historic" as an overlay zone.

13 ([Ord. No. 17-07](#), § 1, 1-23-17)

14 **Sec. 64-25. - Interim control.**

15 No building permit shall be issued for alteration, construction, demolition, or removal of a
16 nominated landmark or of any property or structure within a nominated historic district from the
17 date of the meeting of the HPC at which a nomination form is first presented until the final
18 disposition of the nomination by the board of aldermen unless such alteration, removal, or
19 demolition is authorized by the board of aldermen as necessary for public health, welfare, or
20 safety. In no event shall the delay be for more than one hundred eighty (180) days.

21 ([Ord. No. 17-07](#), § 1, 1-23-17)

22 **Sec. 64-26. - Amendment and rescission of designation.**

23 Designation may be amended or rescinded by ordinance upon petition to the HPC and
24 compliance with the same procedure and according to the same criteria set forth herein for
25 designation.

26 ([Ord. No. 17-07](#), § 1, 1-23-17)

27 **Secs. 64-27—64-34. - Reserved.**

28 **ARTICLE III. - CERTIFICATE OF APPROPRIATENESS**

29 **Sec. 64-35. - Certificate of appropriateness required.**

30 A certificate of appropriateness shall be required before the following actions affecting the
31 exterior architectural appearance of any landmark or any structure within a historic district may
32 be undertaken:

33 (1) Any construction, alteration, or removal which has an impact on the exterior appearance
34 of a structure;
35 (2) Any signage on the property, on the exterior of the building, or visible from the exterior of
36 the building;
37 (3) Demolition in whole or in part affecting the exterior appearance of a structure;

- 1 (4) Construction, alteration, improvement (including color changes), demolition, or removal
2 affecting a significant exterior architectural feature or features;
- 3 (5) Construction, alteration, improvement (including color changes), demolition, or removal;
- 4 (6) Any actions to correct a violation of a minimum maintenance standard;
- 5 (7) The provisions of a certificate of appropriateness shall be waived in the event of an
6 emergency situation as determined by the building inspector or emergency personnel of
7 the City of Jackson, i.e., fire department, police.

8 ([Ord. No. 17-07](#), § 1, 1-23-17)

9 **Sec. 64-36. - Application for certificate of appropriateness.**

10 An application for a certificate of appropriateness shall include the following information:

- 11 (1) Completed application form;
- 12 (2) Photographs of the existing conditions;
- 13 (3) Scaled drawings of proposed changes;
- 14 (4) List of proposed materials with dimensions;
- 15 (5) As necessary for review, manufacturer's literatures, material samples, site map, and a
16 structural report;
- 17 (6) Applications for demolition shall include plans and specifications for the contemplated
18 use of the property;
- 19 (7) Any other information deemed necessary to conduct a thorough analysis of the
20 application.

21 ([Ord. No. 17-07](#), § 1, 1-23-17)

22 **Sec. 64-37. - No building or demolition permit without certificate of appropriateness.**

23 A building or demolition permit shall not be issued until a certificate of appropriateness has been
24 issued by the HPC. Any applicant may request a meeting with the HPC before the application is
25 reviewed by the HPC or during the review of the application.

26 ([Ord. No. 17-07](#), § 1, 1-23-17)

27 **Sec. 64-38. - Certificate of appropriateness when building or demolition permit not
28 required.**

29 Application for review of construction, alteration, demolition, or removal not requiring a building
30 permit for which a certificate of appropriateness is required shall be made on a form prepared
31 by the HPC and available at the office of the building and planning department. The HPC shall
32 consider the completed application at its next regular meeting.

33 ([Ord. No. 17-07](#), § 1, 1-23-17)

34 **Sec. 64-39. - Determination of historic preservation commission.**

35 The HPC shall review the application for a building or demolition permit or for a certificate of
36 appropriateness and issue or deny the permit within forty-five (45) days of receipt of the
37 application. Written notice of the approval or denial of the application for a certificate of
38 appropriateness shall be provided to the applicant and the building official within seven (7) days
39 following the determination and shall be accompanied by a certificate of appropriateness in the

1 case of an approval. Approval or denial shall be based on conformance with the guidelines in
2 article V of this chapter and any additional guidelines established in the chapter designating the
3 landmark or historic district.

4 ([Ord. No. 17-07](#), § 1, 1-23-17)

5 **Sec. 64-40. - Denial of a certificate of appropriateness.**

6 A denial of a certificate of appropriateness shall be accompanied by a statement of the reasons
7 for the denial. The HPC shall make recommendations to the applicant concerning changes, if
8 any, in the proposed action that would cause the HPC to reconsider its denial and shall confer
9 with the applicant and attempt to resolve as quickly as possible the differences between the
10 owner and the HPC. The applicant may resubmit an amended application or reapply for a
11 building or demolition permit that takes into consideration the recommendation of the HPC.

12 ([Ord. No. 17-07](#), § 1, 1-23-17)

13 **Sec. 64-41. - Review of public projects.**

14 The HPC shall review and comment upon any public improvement project proposed which
15 creates a visible change within any historic district, on the site of or within two hundred (200)
16 feet of any landmark, or within two hundred (200) feet of any boundary of a historic district. The
17 department of public works shall send a preliminary design for a public improvement project to
18 the HPC simultaneously with its submission to the board of aldermen for approval. The HPC
19 shall have at least thirty (30) days to complete its review and report to the board of aldermen,
20 except when the department of public works, if necessary to accelerate the design review
21 process, may specify a time less than thirty (30) days within which the HPC shall complete its
22 review and report to the board of aldermen.

23 ([Ord. No. 17-07](#), § 1, 1-23-17)

24 **Sec. 64-42. - Review of public land/building acquisition.**

25 The HPC shall review and comment upon any proposed acquisition of a landmark or of land or
26 buildings within a historic district by the City of Jackson or any of its agencies or departments.
27 The board of aldermen or the department of public works shall, at the earliest possible date that
28 will not interfere with acquisition negotiations, send the HPC information concerning the
29 location, size, current use, and proposed use of the land or building to be acquired and specify
30 the date by which the HPC shall report to the board of aldermen.

31 The HPC shall review the public improvement or land acquisition projects to determine its effect
32 upon the historic or architectural character of the landmark or historic district and shall report to
33 the board of aldermen within any time specified by the board of aldermen but not to exceed
34 forty-five (45) days. The report by the HPC shall include any recommendations for changes to
35 the preliminary design or land acquisition that will lessen or alleviate any adverse effect of the
36 proposed project upon the historic or architectural character of the landmark or historic district.

37 ([Ord. No. 17-07](#), § 1, 1-23-17)

38 **Sec. 64-43. - Other permits required.**

1 Issuance of a certificate of appropriateness by the HPC does not constitute or imply approval of
 2 any other permit or approval which may be required for the development, rehabilitation, or
 3 restoration.

4 ([Ord. No. 17-07](#), § 1, 1-23-17)

5 **Sec. 64-44. - Expiration.**

6 A certificate of appropriateness shall become void unless construction is commenced within six
 7 (6) months of date of issuance. Certificates of appropriateness shall be issued for a period of
 8 two (2) years. Upon expiration, a new certificate of appropriateness will be required by following
 9 the same procedure used to obtain the original certificate.

10 ([Ord. No. 17-07](#), § 1, 1-23-17)

11 **Sec. 64-45. - Stop work order.**

12 Whenever the HPC has reason to believe that an action for which a certificate of
 13 appropriateness is required has been initiated, or is about to be initiated, or that a violation of
 14 the conditions of a permit has occurred, it shall request that the building official make every
 15 reasonable effort to contact the owners, occupants, contractor, or subcontractor and inform
 16 them of proper procedures. If the HPC determines that a stop work order is necessary to halt an
 17 action, it shall request the building official to send a copy of the stop work order by certified mail
 18 to the owners, occupants, and contractor on site and include notification of the process of
 19 applying for a certificate of appropriateness. A copy of the proper application form shall be
 20 included in the notice. When contact cannot be made, a copy of the stop work order shall also
 21 be posted on the site.

22 ([Ord. No. 17-07](#), § 1, 1-23-17)

23 **Sec. 64-46. - Violation of certificate of appropriateness.**

24 If the project is not completed according to the guidelines provided in the certificate of
 25 appropriateness, the project shall be deemed in violation of this chapter and shall be subject to
 26 the penalties set forth in article VIII of this chapter.

27 ([Ord. No. 17-07](#), § 1, 1-23-17)

28 **Secs. 64-47—64-60. - Reserved.**

29 **ARTICLE IV. - PROJECTS NOT REQUIRING HPC REVIEW AND APPROVAL**

30 **Sec. 64-61. - Specific projects not requiring HPC review.**

31 The specific alterations listed below are eligible under the following conditions without review by
 32 the historic preservation commission when they comply with the guidelines of this chapter:

ALTERATION ITEM AND SPECIFIC CONDITIONS:

Windows: repair or replacement with like color, material, kind, and design

Doors, including garage doors in view of a public right-of-way or public access: repair or
 replacement of like color, material, size, and design

Glass: replacement of like material, size, and design. Does not include tinting of previously
 non-tinted windows

Storm windows or doors: repair or replacement with like color, material, size, and design
Window or door screen: replacement of like color, material, size, and design
Shutters: repair or replacement with like color, material, size, and design
Awnings or canopies: repair or replacement with like color, material, size, and design
Roof: replacement of like color, material, style, and design
Siding: replacement of like color, material, and design
Foundation: repair of like style, material, and design
Retaining wall: repair or replacement of like style, material, and design
Walkways, paths, driveways
Patios
Parking areas
Handicapped facilities
Repair of asbestos siding or roofing which does not substantially change visible appearance
Mechanical systems
Gutters and downspouts of a color and style to blend unobtrusively with the building
Swimming pools, spas not visible from public right-of-way
Fences: repair with like color, material, and style
Restoration/rehabilitation of original features and/or materials when like kind only

1

2 (Ord. No. 17-07, § 1, 1-23-17)

3 **Secs. 64-62—64-69. - Reserved.**4 **ARTICLE VIII. - STANDARDS FOR REVIEW AND DESIGN GUIDELINES**5 **Sec. 64-70. - General standards for review.**6 In considering an application for a building or demolition permit or for a certificate of
7 appropriateness, the HPC shall be guided by the following general standards in addition to the
8 design review guidelines:

- 9 (1) Every reasonable effort shall be made to provide a compatible use for a property which
10 requires minimal alteration of the building, structure, or site and its environment, or to
11 use a property for its originally intended purpose.
- 12 (2) The distinguishing historic qualities or character of a building, structure, or site and its
13 environment shall not be destroyed. The removal of historic materials or alteration of
14 features and spaces that characterize a property shall be avoided.
- 15 (3) All buildings, structures, and sites shall be recognized as products of their own time.
16 Changes that create a false sense of historical development, such as adding conjectural
17 features or architectural elements from other buildings, shall not be undertaken.
- 18 (4) Most properties change over time; those changes that have acquired historic
19 significance in their own right shall be retained and preserved.
- 20 (5) Distinctive features, finishes, and construction techniques or examples of craftsmanship
21 that characterize a building, structure, or site shall be treated with sensitivity.
- 22 (6) Deteriorated architectural features shall be repaired rather than replaced, wherever
23 possible. In the event replacement is necessary, the material shall match the materials
24 being replaced in composition, design, color, texture, and other visual qualities. Repair
25 or replacement of missing architectural features shall be based on accurate duplication
26 of features, substantiated by documentary, physical, or pictorial evidence rather than on

1 conjectural designs or the availability of different architectural elements from other
2 buildings or structures.

3 (7) The surface cleaning of structures shall be undertaken using the gentlest means
4 possible. Sandblasting and other cleaning methods that will damage historic materials
5 shall not be used.

6 (8) Every reasonable effort shall be made to protect and preserve archaeological resources
7 affected by, or adjacent to, any project.

8 (9) New additions, exterior alterations, or related new construction shall not destroy historic
9 materials that characterize the property. The new work shall be differentiated from the
10 old and shall be compatible with the massing, size, scale, material, and character of the
11 property, neighborhood, or environment.

12 (Ord. No. 17-07, § 1, 1-23-17)

13 **Sec. 64-71. - Design guidelines.**

14 The purpose of the guidelines is to encourage preservation of intact significant structures,
15 restoration of significant structures that have already undergone insensitive alterations, and new
16 construction that is sensitive to the existing environment. These guidelines are derived from the
17 Secretary of the Interior's Standards for Rehabilitation as they pertain to exterior building
18 features, structures, and other visible features of a property. The guidelines are not intended to
19 inhibit change, new construction, or new architectural styles as long as such changes
20 complement the existing buildings and streetscapes. Design review for all structures within a
21 district and all individual landmarks will be based on the same set of guidelines. However,
22 structures possessing a greater degree of integrity, originality, craftsmanship, and historic
23 significance may have the guidelines more stringently applied than those with lesser
24 significance as determined by the historic preservation commission.

25 (1) *New buildings and additions to existing buildings.* New buildings do not need to duplicate
26 older styles of architecture but must be compatible with the architecture within the district
27 in which they are located. However, their scale, placement on lots, and street setback
28 must conform with the scale, placement, and setback of adjacent structures, especially
29 in the context of rows of buildings and streetscapes. Styles of architecture will be
30 controlled only to insure that their exterior design, materials, and color are in harmony
31 with the surrounding structures within the historic district.

32 (2) *Alterations.* Alterations affecting the exterior of a structure shall preserve all significant
33 original exterior elements including building materials, doors, windows, and decorative
34 elements. In some cases, exterior elements which are not original, but which have
35 acquired significance by virtue of their age or craftsmanship, shall also be preserved.
36 Alterations shall restore a structure's original elements, materials, and appearance if
37 economically or physically feasible. Alterations which disguise or sheath original
38 elements and materials will not be permitted. Storefronts and commercial building
39 facades shall be treated as a whole. The first floor facade should be compatible with the
40 upper floor(s).

41 (3) *Demolition.* Demolition in whole or in part of individual landmarks or any structure within
42 a historic district is not permitted. Exceptions are allowed only if a structure has been
43 substantially damaged through fire or deterioration and if there is reasonable proof that it
44 would be not economically or physically feasible to rehabilitate. Other exceptions may be
45 allowed if a structure does not possess the integrity, originality, craftsmanship, and age

1 to merit preservation. Demolition of past additions which have disguised or sheathed
2 original elements or facades are encouraged as long as the intention is to restore such
3 elements or facades.

4 (4) *Relocation of buildings.* Structures shall not be removed from their original site.
5 Exceptions will be allowed only if there is substantial evidence that it would not be
6 practical or economical to utilize the building on its present site. If a building lies in the
7 path of a public improvement project involving the City of Jackson and if the building is
8 worthy of preservation by virtue of its integrity, originality, craftsmanship, or age,
9 relocation may be considered as an alternative.

10 (5) *Exterior walls.* A structure's original walls, including masonry, siding, sheathing
11 materials, and exposed foundations shall be maintained and preserved. Walls, siding,
12 and sheathing materials which may not be original but which have acquired significance
13 by virtue of age of craftsmanship shall also be maintained and preserved. Such walls,
14 siding, and sheathing materials shall not be altered, covered, or disguised by new
15 building materials, siding, stucco, or paint. Restoration of original wall, siding, and
16 sheathing materials is encouraged. Removal of false facades which cover or disguise
17 original walls and materials is encouraged. If walls, siding, and sheathing are to be
18 painted, the colors chosen shall harmonize with neighboring structures. The use of
19 colors chosen from a palette of colors popular at the time of construction of the building
20 is encouraged.

21 (6) *Decorative and character defining elements.* Original decorative and character defining
22 elements and decorative elements which may not be original but which have acquired
23 significance by virtue of their historic significance or craftsmanship shall be restored,
24 maintained, and preserved. Such elements include, but are not limited to, moldings, trim
25 work, cornices, brackets, posts, columns, towers, steeples, finials, porches, porticos,
26 verandas, parapet walls, bay windows, oriel windows, patterned siding, decorative
27 window sashes, architraves, door surrounds, balustrades, dormers, roof overhangs,
28 soffits, and other significant elements which define the character, period, and style of a
29 building. Colors applied to these elements shall harmonize with adjacent or neighboring
30 structures. The use of colors chosen from a palette of colors popular at the time of
31 construction of the building is encouraged.

32 (7) *Doors and windows.* Original doors and windows shall not be replaced unless there is
33 substantial evidence that they are no longer serviceable or cannot be restored. If it is
34 necessary to expand openings, it shall be accomplished in a manner which respects and
35 complements the surrounding building elements, materials, and colors. In general,
36 existing openings shall not be covered or relocated. If additional entryways or service
37 doors become necessary, they shall be located and designed in a sensitive manner.
38 Restoration of original entryways which may have been covered, altered, or removed
39 over time is encouraged. Replacement doors and windows which imitate earlier
40 inappropriate styles are discouraged. For new buildings within a historic district, the
41 proportions and relationships between doors and windows should be compatible with the
42 architectural style and character of surrounding historic structures within the district.

43 (8) *Porches, porticos, stoops, entryways, loading docks and exterior stairways.* Such
44 elements shall be of scale, design, material, and color which complement the existing
45 façade and its individual elements. Loading docks and other service entrances shall be
46 located inconspicuously and should be considered a part of a building's overall design
47 scheme.

1 (9) *Roofs.* Roof lines and shapes shall not be altered. Visible roofing materials shall be
2 compatible with other building elements and materials in terms of colors, materials, and
3 texture. The use of roofing materials appropriate to the style and period of the building is
4 encouraged. The use of roofing materials which reflect an earlier or later style or period
5 is discouraged. For new buildings in a historic district, the design of the roof should be
6 compatible with surrounding structures in the district.

7 (10) *Mechanical equipment and weather protection devices.* Mechanical and weather
8 protection devices shall be placed and installed in a manner which is unobtrusive.

9 (11) *Fences, sidewalks, decorative dividers, and walls.* Fences and decorative walls
10 shall be placed and scaled in a manner which does not cover, block, or damage
11 significant building facades or elements. Such elements shall be of a style or period
12 which corresponds with the style or period of the building or buildings which they serve.
13 Original fences, walls, and sidewalks or fences, walls, sidewalks, and trees which have
14 acquired significance by virtue of their age or craftsmanship shall not be removed or
15 destroyed and shall be maintained and preserved.

16 (12) *Vacant lots, alleys, driveways and parking areas.* Parking lots, driveways, and
17 other spaces between and around buildings shall be designed and maintained in a
18 manner which does not detract from neighboring buildings and facades. Garbage
19 dumpsters, bollards, loading docks, and other similar fixtures shall be structurally and
20 cosmetically maintained and shall be placed in a manner which is as inconspicuous as
21 possible.

22 (13) *Signs.* The character of signs, including those placed on or viewed through
23 windows or doors, shall reflect the historic architectural character of the landmark or
24 historic district. Character of a sign includes the number, size, area, scale, location, type,
25 letter size or style, and intensity and type of illumination. Internally lit cabinet signs shall
26 be prohibited unless it can be demonstrated that the design is appropriate to the
27 character of the landmark or district. All other sign requirements shall be in conformance
28 with the zoning code regulations for signage.

29 ([Ord. No. 17-07](#), § 1, 1-23-17)

30 **Secs. 64-72—64-79. - Reserved.**

31 **ARTICLE VI. - MAINTENANCE OF HISTORIC PROPERTIES**

32 **Sec. 64-80. - Minimum maintenance requirement.**

33 Significant features should be kept in a condition of good repair and maintenance. All structural
34 and mechanical systems should be maintained in a condition and state of repair that will prevent
35 decay, deterioration, or damage to significant features or otherwise adversely affect the historic
36 or architectural character of structures within a historic district. All buildings and structures
37 designated by city ordinance as "H" shall be preserved against decay and deterioration and free
38 from certain structural defects in the following manner by the owner thereof or such other
39 person or persons who may have the legal custody and control thereof shall repair such building
40 if it is found to have any of the following defects:

41 (1) The deterioration of exterior walls or other vertical supports;
42 (2) The deterioration of roofs or other horizontal members;
43 (3) The deterioration of external chimneys;
44 (4) The deterioration or crumbling of external plasters or mortar;

- 1 (5) The deterioration or ineffective waterproofing of exterior walls, roofs, and foundations, including broken windows or doors;
- 2 (6) The peeling of paint, rotting, holes, and other forms of decay;
- 3 (7) The lack of maintenance of surrounding environment, e.g., fences, gates, sidewalks, steps, signs, accessory structures, and landscaping;
- 4 (8) The deterioration of any feature so as to create or permit the creation of any hazardous or unsafe condition or conditions.

8 ([Ord. No. 17-07](#), § 1, 1-23-17)

9 **Sec. 64-81. - Ordinary maintenance exclusion.**

10 Nothing in this article shall be construed to prevent the ordinary maintenance or repair of any exterior elements of any building or structure described in article IV and article V of this chapter with like kind color, material, and style.

13 ([Ord. No. 17-07](#), § 1, 1-23-17)

14 **Sec. 64-82. - Definition of ordinary maintenance.**

15 Any work for which a building permit is not required by law, where the purpose and effect of such work is to correct any deterioration or decay of or damage to a structure or any part thereof and to restore the same, as nearly as may be practicable, to its condition prior to the occurrence of such deterioration, decay, or damage.

19 ([Ord. No. 17-07](#), § 1, 1-23-17)

20 **Sec. 64-83. - Violation of minimum maintenance.**

21 If minimum maintenance is not being maintained, the owner of the property or other person having legal custody thereof shall be notified by the building official. The notice shall be by certified mail and shall specify each item in the property or landmark that fails to meet minimum maintenance requirements. The owner or other person having legal custody of the property shall have thirty (30) days from the receipt of notice to comply with the minimum maintenance requirements. The HPC, for good cause shown, may extend the thirty-day period. If after the original thirty-day period or any extension granted by the building official the owner or person having legal custody of the property should fail to meet the minimum maintenance requirements, the owner or person having legal custody of the property shall be in violation of this section and punished in accordance with article VIII of this chapter.

31 ([Ord. No. 17-07](#), § 1, 1-23-17)

32 **Sec. 64-84. - Dangerous condition, where declared.**

33 None of the provisions of this chapter shall be construed to prevent any measures of construction, alteration, or demolition necessary to correct or abate the unsafe or dangerous condition of any structure, other feature or part thereof where such condition has been declared unsafe or dangerous by the building official and where the proposed measures have been declared necessary, by such department or departments, to correct the said condition; provided, however, that only such work as is reasonably necessary to correct the unsafe or dangerous condition may be performed pursuant to this section. In the event any structure or other feature shall be damaged by fire or other calamity or by act of God or by the public enemy to such an

1 extent that in the opinion of the aforesaid department or departments it cannot reasonably be
2 repaired and restored, it may be removed in conformity with normal permit procedures and
3 applicable laws.

4 ([Ord. No. 17-07](#), § 1, 1-23-17)

5 **Secs. 64-85—64-94. - Reserved.**

6 **ARTICLE VII. – APPEALS**

7 **Sec. 64-95. - Appeal.**

8 If the HPC denies an application for a certificate of appropriateness, the HPC shall work with the
9 applicant to arrive at a mutually satisfactory alternative to the proposed activities. If agreement
10 cannot be reached within six (6) months, the applicant may file with the city clerk a written
11 appeal to the board of adjustment. In acting upon the appeal, the board may grant a variance
12 from the strict interpretation of this chapter when such will not materially affect the health or
13 safety of the applicant and general public.

- 14 (1) If an appeal of the denial of a certificate of appropriateness is based solely upon
15 economic hardship, proof of hardship shall be the burden of the property owner.
- 16 (2) Reversal of a denial of a certificate of appropriateness based solely upon economic
17 hardship shall not be approved unless the applicant presents clear and convincing
18 evidence that may include the following criteria: Any deterioration or damage cited to
19 establish hardship shall not be due to the present owner's willful act, neglect, or
20 inattention to maintenance and repairs. Evidence showing that the owner or applicant
21 failed to maintain or protect the property, or performed or permitted any acts to the
22 detriment of the property, may be used as a basis to reject allegations of hardship.

23 ([Ord. No. 17-07](#), § 1, 1-23-17)

24 **Secs. 64-95—64-105. - Reserved.**

25 **ARTICLE VIII. - PENALTY FOR VIOLATION**

26 **Sec. 64-106. - Penalty for violation.**

- 27 (a) It shall be unlawful for any person to undertake or cause an alteration, construction,
28 demolition, or removal of any nominated or designated landmark or structure within a
29 nominated or designated historic district without a certificate of appropriateness.
- 30 (b) It shall be unlawful to not maintain designated landmarks or structures within designated
31 historic districts not meeting the minimum maintenance requirements of [section 64-](#)
32 [80](#) through [section 64-82](#) of this chapter.
- 33 (c) Any person who violates the provisions of this chapter shall, upon conviction, be
34 punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment for a
35 period not exceeding sixty (60) days, or both fine and confinement. Each day each
36 violation shall continue to exist shall constitute a separate violation.

37 ([Ord. No. 17-07](#), § 1, 1-23-17)



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: December 10, 2025

RE: Task Order Request - Replat of Portion of Russell Heights Cemetery

Attached is a proposal from Koehler Engineering to prepare a replat of a portion of Russell Heights Cemetery at the request of the Cemetery Department. This replat would remove thirty-two grave plots in Block C to allow for future extension of Powell Drive in case the cemetery were to expand in that direction in the future. It would also correct the previous misnumbering of a number of graves in Blocks C and D before those lots become available for sale.



PROPOSAL FOR: City of Jackson, MO
ADDRESS: 101 Court Street, Jackson, MO 63755
PROJECT: Replat of Portions of Russell Heights Cemetery
DATE: 10/14/2025

I. PROJECT DESCRIPTION/UNDERSTANDING

The City of Jackson, MO (Client) has requested that Koehler Engineering, a Division of Klingner & Associates, P.C. (Koehler) provide a proposal for *Surveying Services* relevant to a Replat of Portions of Russell Heights Cemetery (Block C) in Jackson, MO. Additionally, lots numbering will be adjusted as per the markup sent to Koehler by Ms. Janet Sanders, Public Works Director. The project will include services described in the following scope of services.

II. SITE ZONING

The site zoning will not need to be modified.

III. SCOPE OF SERVICES

Our Scope of Services for each individual discipline is outlined below.

1. MEETINGS:

No meetings are anticipated to be required for the project.

2. SURVEYING:

Prepare a new plat modifying Block C to allow for an extension of Powell Drive to the western limits of the Cemetery. Adjust numbering for the removed lots, as well as adjusting numbering for other lots per the markup noted above.

New block corners will be set at the South end of Lot C.

3. COMPENSATION

Compensation shall be based on a lump sum fee as per the following breakdown unless otherwise noted as hourly (per diem). Payments shall be made in accordance with the Koehler / Klingner and Associates general terms or as mutually modified. These fees are generated in relation to the Scope of Services above.

FEE BY DISCIPLINE AND PHASE	
Discipline / Phase	Lump Sum
SURVEY & UPDATED PLAT:	\$2,120.00
Combined Total:	\$2,120.00

*Hourly Estimated Fee

5. SCHEDULE

A mutually agreed upon schedule to be coordinated with the Client. Unless otherwise directed, we would anticipate having the revised plat prepared and submitted within 30 days.

6. REIMBURSABLE EXPENSES

In addition to the compensation for basic services, normal project-related reimbursable expenses will be invoiced at the cost to Koehler x 1.15. The reimbursable expenses shall include:

- Printing, plotting, photocopying and photo reprographics for Client, Architect of Record and / or contractor use.
- Courier and express delivery charges
- Meetings other than those mentioned in the scope of services listed above
- Other project specific expenses pre-authorized by the Client

7. ADDITIONAL SERVICES

No services other than those outlined previously are anticipated.

8. APPROVAL

All services will be completed in accordance with the Klingner General Terms and Conditions or as mutually modified attached. Signing below and the document's return, signifies acceptance of the services based on the above Scope of Services.

December 4, 2025

Chris Koehler, PE, PLS

Title: Regional Client Manager
Koehler Engineering, A Division of Klingner
& Associates, P.C.

Date

Ms. Janet Sanders

Title: Director of Public works
City of Jackson, MO

Date

This proposal is valid for acceptance for a period of thirty (30) days from the Klingner Signatory Date.

GENERAL TERMS AND CONDITIONS

Item 7.

THE AGREEMENT AND DEFINITIONS: These General Terms and Conditions ("T&Cs") are part of and fully incorporated into the attached services agreement, letter, or proposal ("Proposal"), with the Proposal and these General Terms and Conditions comprising the agreement ("Agreement") between the division/entity of Klingner & Associates, P.C. ("Consultant") and the client identified in the Proposal ("Client") under which Consultant will provide certain engineering, architectural, surveying, environmental or construction phase services ("Services") to Client in exchange for payment from Client in accordance with the terms of the Agreement. Consultant and Client shall be referred to as the "Parties." To the extent these T&Cs are used as an exhibit, attachment, or addendum to a contract presented by Client, then the specific terms of these T&Cs shall supersede, prevail, and be given precedent over any conflicting, otherwise inconsistent, and/or general terms, conditions, and provisions of any other contract executed by the Parties. Any construction, design, or engineering contractors, consultants, or other agents directly retained or paid by Client shall be referred to as "Client's Contractors" or "Contractors," and shall include Contractor's subcontractors. The project for which Consultant is providing its Services shall be referred to as the "Project."

ACCEPTANCE: Client is deemed to have accepted these T&Cs and terms of the Agreement, even without execution of any Agreement or these T&Cs, if Consultant submits a copy of the Proposal, Agreement or T&Cs to Client and thereafter Client directs the Consultant to proceed with its Services or if Client otherwise receives the benefit of Consultant's Services or submits any payment to Consultant for its Services.

SCOPE OF SERVICES: Consultant's Services are limited to those expressly and specifically listed in the Agreement, and do not include any service not expressly set forth or listed in the Agreement. Among other things, unless expressly set forth in the Agreement, the Services do not include any special inspections and structural tests as defined in Sections 1701 through 1715 of the International Building Code (IBC). The Consultant assumes no responsibility to perform or provide any services not specifically listed.

SCOPE OF SERVICES – ADDITIONAL TERMS: Below are additional terms and conditions regarding Consultant's Services.

OPINIONS OF PROBABLE COST: In the event Consultant's Services include providing opinions of probable cost or estimate costs, Client agrees that Consultant has no control over the cost of labor or materials furnished by others, any Contractor's methods of determining prices, competitive bidding, or market conditions, and, as such, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's cost estimates and, further, Consultant makes no warranties, expressed or implied, as to the accuracy of any and all cost estimates or opinions.

CONSTRUCTION ADMINISTRATION SERVICES: In the event Consultant's Services include Consultant visiting the Project site at agreed upon intervals or otherwise includes any type of construction administration services, Client agrees that in no case shall Consultant be required to make detailed, regular, exhaustive, or continuous on-site inspections to check the quality or quantity of any Contractor's work, and in no event shall Consultant have any duty, responsibility, or liability for the quality or quantity of work, or lack thereof, performed by any of Contractors.

SUBMITTAL REVIEW SERVICES: In the event Consultant's Services include Consultant reviewing and/or approving Contractors' submittals, such as shop drawings, data, samples, product samples, and other information, then Client expressly agrees that Consultant's reviews and approvals of such information shall be only for the limited purpose of checking for conformance with the design concepts and information expressly set forth within the contract documents for the Project. Among other things, Consultant's reviews and approvals do not include a review of the accuracy or completeness of the specifics of all information provided by those Contractors, including quantities, dimensions, weights or gauges, construction means and methods, fabrication processes, or other processes, all of which are the sole responsibility of Contractor. Further, Consultant has no responsibility or liability whatsoever for any deviations from the Project contract documents not brought to the attention of Consultant in writing or for Consultant's review of partial submissions or submission of items for which correlated item submissions have not been received by Consultant.

DESIGN PHASE SERVICES ONLY: Unless Consultant's Services expressly and specifically include project observation or construction administration within its scope of Services, or if Client, via itself or any of Client's Contractors, provides construction observation or review services, then Consultant's Services under this Agreement are *design phase services only*, are deemed *not* to include any construction document review services or other construction administration or construction phase services, and are deemed to be completed upon Consultant's completion and submittal of the deliverables or contracted for Instrument(s) of Service (defined later herein), and Client otherwise assumes all responsibility for, and releases Consultant from all claims relating to, the application or interpretation of any of the contract documents, the review of submittals, all construction observations, construction administration activities, and construction phase activities/services/events that may be related to Consultant's Services.

CONSTRUCTION MATERIAL TESTING SERVICES ONLY: If Consultant's Services consist of only construction material testing services, then Consultant's Services under this Agreement are deemed to be completed upon Consultant's submittal of the relevant material testing reports or other Instrument(s) of Service, Consultant has no responsibility or duty to perform any type of testing other than on the materials expressly noted in the Proposal or Agreement, Consultant has no responsibility or duty to perform any type of construction document review services or other construction administration or construction phase services, and Client assumes all responsibility for, and releases Consultant from all claims relating to the, design and engineering of the Project, the application or interpretation of any of the contract documents, the review of submittals, construction observations, construction administration activities, and construction phase activities/services/events that may be related to Consultant's Services.

STANDARD OF CARE: Services performed by Consultant will be conducted in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same or similar locality under similar circumstances. No other representations, warranties, or guarantees, expressed or implied, are included or intended in this Agreement or in any report, opinion, or document prepared by Consultant.

SUBCONSULTANTS: Consultant may retain any consultants/subconsultants that Consultant deems reasonable or necessary to assist in the performance of its Services. Neither Consultant nor any of Consultant's consultants/subconsultants are a fiduciary of, or otherwise has any fiduciary duties to, Client, Client's Contractors, or any other party.

COMPENSATION: Client shall pay Consultant for its Services on one of the bases described below and as identified in the Agreement ("Fees and Expenses").

The "Lump Sum" method means that Client will pay the stipulated Fees and Expenses as compensation for Consultant's Services. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, and profit. "Reimbursable Expenses," as defined below, may be in addition to the Lump Sum as indicated in the Agreement. Upon reaching eighty percent (80%) of the Lump Sum amount, Consultant may notify Client if the Lump Sum should be adjusted for completion of the Services. Client and Consultant shall mutually agree to adjustment of Lump Sum amount.

The "Standard Hourly Rate" method means that Client will pay as the Fees and Expenses an amount equal to the cumulative hours charged per each classification of employee, times Consultant's current standard hourly rates (which are revised annually on July 1st) for each applicable billing classification for all Services performed on the Project, plus Reimbursable Expenses.

The "Payroll Cost Times Multiplier" method means that Client will pay as the Fees and Expenses an amount equal to the cumulative hours charged per each classification of employee, times a specified multiplier of the employee's "Payroll Cost." The Payroll Cost is defined as the salary and wage of an employee plus the cost of customary overhead plus profit.

While Consultant may provide an estimated range of the Fees and Expenses on a Standard Hourly Rate Project or Payroll Cost Times Multiplier Project, it is *an estimate only*, and Consultant makes no guarantees whatsoever regarding what the final Fees and Expenses will be for all of Consultant's rendered Services to Client.

"Reimbursable Expenses" means the actual costs and expenses incurred directly or indirectly by Consultant in connection with the Services, including but not limited to, authorized out-of-town travel, including mileage at the IRS-approved rate and reasonable lodging and meal expenses; permits, approvals, and fees required by authorities having jurisdiction over the Project; printing, reproductions, plotting, and copying existing drawings, specifications, and documents, as well as Instruments of Service prepared by Consultant; renderings, physical models, mock-ups, professional photography, and presentation materials requested by Client or required for the Project; postage, shipping, handling, and delivery; expense of overtime work requiring higher than regular rates, if authorized in advance by Client; equipment and supplies; all taxes levied on professional services and on reimbursable expenses; computer time; any consultants/subconsultants retained by Consultant for the Project; and other similar Project-related expenditures by Consultant. Reimbursable Expenses in the form of charges from consultants/subconsultants retained by Consultant for the Project shall be accompanied by a fifteen percent (15%) mark-up. Item 7.

LUMP SUM PROJECTS - ADDITIONAL SERVICES: This provision applies to all Agreements under which Client pays Consultant on a Lump Sum basis. After execution of the Agreement and without invalidating the Agreement, Consultant may provide "Additional Services" that are outside of the scope of Services originally defined under the Proposal or Agreement. For Additional Services, except for those services required solely due to the fault of Consultant, Client shall pay Consultant in accordance with the Standard Hourly Rate above incurred by Consultant in connection with providing the Additional Services. In addition, an equitable adjustment in any schedule for Consultant's Services shall be made corresponding to the Additional Services. Generally, Additional Services will not be performed unless prior authorization is received from Client, Client otherwise directs Consultant to perform the Additional Services, or otherwise pursuant to the terms of this Agreement, provided however, the Parties recognize the need for Consultant to perform the following Additional Services should the following situations arise, without the need for Consultant requesting or obtaining prior authorization from Client:

- (a) Services necessitated by a material change in (i) the initial information provided by Client, (ii) previous instructions or approvals given by Client, (iii) the Project, including but not limited to, the size, quality, complexity, Client's schedule, or Client's budget, or (iv) materials or equipment due to an acceptance of substitute materials or equipment other than "or equal" items made by Client or Client's Contractors.
- (b) Services by Consultant due to (i) the presence of any Hazardous Environmental Condition (as defined below), (ii) emergencies or acts of god, (iii) damage to the Project site caused by fire or other causes, (iv) Consultant's review of actual or potential defective or delayed work by one or more Contractors, (v) acceleration of the progress schedule involving services beyond normal working hours, (vi) Client changes to Project design criteria after approval of previous phase(s) of the design process; or (vii) default by any Contractor.
- (c) Services in connection with construction change directives and change orders to reflect changes requested by Client or Client's Contractors.
- (d) Evaluating unreasonable, frivolous, and/or an excessive number of requests for interpretation or information (RFIs), change proposals, or other demands from a Contractor or others in connection with the Project.
- (e) Services necessitated by evaluating equipment performance not caused by Consultant's design services.
- (f) Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared work products;
- (g) Revising previously prepared work products necessitated by official interpretations of applicable codes, laws or regulations that are either (i) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (ii) contrary to requirements of the Instruments of Service when they were prepared in accordance with the applicable standard of care.
- (h) Services necessitated by decisions of Client not rendered in a timely manner or a failure of performance on the part of Client or Client's Contractors.
- (i) Reviewing shop drawings, product data items, samples, and submittals more than two times and as a result of inadequate submissions.
- (j) Services after the award of the construction contract(s) for the Project in evaluating and determining the acceptability of a Contractor's proposed "or equal" item or substitution that is found to be inappropriate, as well as services regarding the evaluation and determination of an excessive number of proposed "or equal" items or substitutions, whether proposed before or after award of the construction contract(s) for the Project.
- (k) Evaluation of the qualifications of entities providing bids or proposals.
- (l) Services resulting from material delays, changes, or price increases occurring as a direct or indirect result of materials, or equipment shortages.
- (m) Services in connection with any partial utilization of the Project by the Client or any owner prior to substantial completion of the Project.
- (n) Preparation of design and documentation for alternate bid or proposal requests proposed by Client.
- (o) Preparation for, and attendance at, a public presentation, meeting or hearing, unless such services are expressly set forth within this Agreement.
- (p) Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where Consultant is a party thereto.

In addition, if the Services covered by this Agreement have not been completed within the "Time of Completion" as defined below, through no fault of Consultant, an extension of Consultant's Services beyond that time shall be compensated as Additional Services.

PAYMENT: Consultant may invoice the Fees and Expenses on a monthly or any other periodic basis, based on the proportion of the Services completed and expenses incurred at the time of invoicing. Payment is due in fifteen (15) days. Interest is charged at one percent (1%) per month on invoices unpaid over thirty (30) days. A 3.5% convenience fee will be charged for electronic payments. Please contact our office to pay electronically. Please return a copy of invoice with payment to assure proper credit. In addition, if Client fails to make payment on invoices unpaid for thirty (30) days and Consultant incurs any costs to collect overdue sums from Client, if allowed by applicable laws, Client agrees that all such collection costs incurred shall immediately become due and payable to Consultant. Collection costs shall include, if allowed by applicable laws, without limitation, reasonable attorney fees, collection agency fees and expenses, court costs, appeal costs, judgment execution and collection costs, and reasonable Consultant staff costs at standard billing rates for Consultant's time spent in efforts to collect. No deductions shall be made from Consultant's Compensation including to impose penalty or liquidated damages on Consultant, or to offset sums requested by or paid to any Contractor(s) or for costs of changes in the Contractor's services, unless Consultant is adjudged to be liable for those amounts in a binding dispute resolution process. Client's making of its final payment of the Compensation to Consultant shall constitute Client's acceptance of Consultant's Services as in compliance with this Agreement and a waiver of all claims against Consultant that are known by Client or should have been known by Client as of the date of the final payment.

DIFFERING OR CHANGED CONDITIONS: This Agreement is expressly based on the conditions of the Project, Project site, and Project structures that are actually known by and disclosed to Consultant. If other conditions not originally known and disclosed become known by or disclosed to Consultant, or such conditions otherwise change, Consultant may elect to require a renegotiation of appropriate portions of this Agreement (e.g., compensation or scope of service) and/or all services performed by Consultant because of the new or differing conditions shall be deemed to be and billed to Client as Additional Services.

REDESIGN OBLIGATION: In the event the bids or negotiated cost of the construction work exceed the Client's budget for construction, upon notice from the Client, the Consultant agrees to modify, on an Additional Services basis, the construction contract documents or those portions of the documents where bids exceeded the Client's budget.

CHANGES AND ADDED VALUE: The Client recognizes that although the Consultant will perform its Services under this Agreement in a manner consistent with the applicable standard of care, the Consultant's instruments of service may contain ambiguities, conflicts, errors, omissions and/or other imperfections. The Client recognizes and expects that certain increased costs and changes may be required because of these imperfections in the Consultant's instruments of service and, therefore, that the final construction cost of the Project may exceed the estimated construction costs or bid amount. Accordingly, the Client agrees to set aside a reserve in the amount of ten percent (10%) of the Project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. The Client further agrees not to make any claim directly or indirectly against the Consultant on the basis of professional negligence, breach of contract, or otherwise with respect to the increased costs and changes unless the total of such increased costs and changes exceeds fifteen percent (15%) of the final construction cost of the Project, and then only for an amount in excess of such percentage. Any responsibility of the Consultant for the increased costs and changes in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this provision, the increased costs and changes will not include any costs that the Client would have incurred if the Consultant's instruments of service had not originally contained such conflicts, errors, omissions and other imperfections. In no event will the Consultant be responsible for costs or expenses that provide betterment or upgrades to the Project or enhances the value of the Project.

INFORMATION PROVIDED BY OTHERS: Client shall furnish and grant permission to use, at Client's expense, all information, requirements, reports, data, surveys and instructions set forth in the Agreement or otherwise related to the Services. Consultant may use such information, requirements, data, surveys and instructions in performing its Services and is entitled to rely upon the accuracy and completeness thereof without independent verifications or investigation. Client shall give prompt written notice to Consultant whenever Client observes, or otherwise becomes aware of any development or new or changed information that affects the scope or time of performance of Consultant's Services. Consultant shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client and/or Client's Contractors. Item 7.

INSTRUMENTS OF SERVICE – OWNERSHIP AND USE: All documents, reports, plans, drawings, models, and other tangible work products or deliverables prepared or furnished by Consultant pursuant to this Agreement are instruments of service ("Instruments of Service"), and Consultant shall retain all ownership and property interest therein. Client shall have a limited license to use the Instruments of Service on the Project, subject to receipt by Consultant of full payment due and owing for all Services relating to preparation of the Instruments of Service and subject to the following limitations: (a) Client acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Project unless fully prepared and completed by Consultant, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written authorization by Consultant; (b) any such use or reuse, or any modification of the Instruments of Service, without written authorization and adaptation by Consultant, shall be at Client's sole risk; (c) Client fully releases Consultant from liability for, and shall indemnify, defend and hold harmless Consultant from and against, all claims, damages, losses, and expenses, including attorney fees, expert costs, and other costs, arising out of or resulting from, any use, reuse, or modification of the Instruments of Service without written verification, adaptation, and completion by Consultant; and (d) Client acknowledges and agrees that its limited license shall not create any rights in third parties. Finally, in the event Consultant, in its sole discretion, allows for some type of transfer of the ownership in an Instrument of Service to Client, then Client must agree to the terms of Consultant's proposed assignment document and, in all cases, the only ownership or other interest transferred is in the one version of the tangible work product, itself, but not any underlying intellectual property rights in the Instruments of Service.

3-D COMPUTER MODELS: If Consultant prepares 3-D computer models ("3-D Models"), the 3-D Models are solely intended for production of 2-D documents in PDF format for Client and not intended to be used for any other purpose than as a design tool for Consultant during the design, construction and documentation phases. Information and metadata in the model shall not be relied upon unless explicitly stated by Consultant. The digital models will not be made available to contractors or subcontractors during bidding or construction, unless explicitly included in the Agreement and only through a Consultant end user license agreement (EULA). If Client wishes Consultant to create a 3-D Model with a higher level of development than Consultant's normal level, then Consultant reserves the right to request additional time and compensation to do so. In all cases, Consultant shall not be held responsible for any errors or claims arising from Client or Contractor's use of 3-D Models.

DEFECTS IN SERVICE: Client shall immediately report to Consultant any defects or suspected defects in Consultant's Services of which Client becomes or should have become aware and allow Consultant to take measures to minimize the consequences of such defect. Client shall impose a similar notification requirement on Contractors and shall require all subcontracts at any level to contain a like requirement. Failure by Client or Client's Contractors to notify Consultant shall relieve Consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had timely notification been given.

PRODUCTS, EQUIPMENT AND MATERIALS: Client agrees that if any product, equipment or material specified for the Project by the Consultant shall at any future date be suspected or discovered to be defective, not meet the manufacturer's representation, or a health or safety hazard, then the Client shall waive all claims as a result thereof against the Consultant.

TIME OF COMPLETION: Unless a period of time or date of completion for Consultant's Services is expressly provided in the Agreement, the Parties have not agreed to any time period for Consultant's completion of its Services, and, instead, Consultant shall complete its Services within a reasonable period of time. Consultant shall incur no liability, and shall have no portion of the Compensation withheld, due to delay for any reason. In addition, if any delay, for any reason, increases the cost or time required by Consultant to perform its Services, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

HAZARDOUS ENVIRONMENTAL CONDITIONS: Unless expressly stated in writing, Consultant does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform Consultant of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, Consultant will notify the Client. Consultant may without liability or reduction or delay of compensation due, suspend Services on the affected portion of the Project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. Consultant shall not be considered an "arranger", "operator", "generator", "transporter", "owner," or "responsible party" of or with respect to contaminants, materials, or substances: assumes no liability for correction of any Hazardous Environmental Condition; and shall be entitled to payment or reimbursement of expenses, costs, or damages occasioned by undisclosed Hazardous Environmental Conditions. Client shall indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, losses, injuries, property damage, causes of actions, judgments, attorneys' fees, costs, compensatory damages, expenses, or other damages associated in any way with the discovery of Hazardous Environmental Condition.

AUTHORITY AND RESPONSIBILITY: Consultant shall not at any time supervise, direct, control, or have authority over any Contractor's work. Consultant shall not have authority over or be responsible for the means, methods, techniques, sequences, progress of work, or procedures of construction selected or used by any Contractor, for the safety precautions and programs incident thereto, for security or safety at the Project site, or for any failure of a Contractor to comply with the applicable laws and regulations. Consultant shall not be responsible whatsoever for the acts or omissions (including but not limited to, any alleged breach of contract, tort, or other liability) of any Contractor, and, likewise, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to perform its work. Consultant shall not be responsible for any decision made regarding a Contractor's construction contract requirements, or any application, interpretation, or modification of the construction documents other than those made by Consultant.

FAST TRACK/DESIGN-BUILD AND CONSTRUCTION: In consideration of the benefits to Client of employing a "fast track" process (in which some of Consultant's design services overlap the construction work and/or are out of sequence with the traditional project performance or delivery method), and in recognition of the inherent risks of fast tracking to the Consultant which Client accepts, Client waives all claims against Consultant for design changes and modification of portions of the services already constructed due to Client's decision to employ a fast track process. Client further agrees to compensate Consultant for all Additional Services required to modify, correct, or adjust the construction documents and coordinate them in order to meet the Client's Project requirements because of the Client's knowing decision to construct the Project in a fast-track manner.

RIGHT OF ENTRY: Client shall provide for Consultant's right to enter property owned by Client or others in order for Consultant to perform its Services for this Project. Client understands that use of testing or other equipment may unavoidably cause damage, the correction of which is not the responsibility of Consultant.

BURIED UTILITIES: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against Consultant and to indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, injuries, or loss, arising from Consultant or other persons encountering utilities or other manmade objects that were not called to Consultant's attention or that were not properly located on the plans furnished to Consultant. Client further agrees to compensate Consultant for any time or expenses incurred by Consultant in defense of any such claim, in accordance with Consultant's hourly per diem fee schedule and expense reimbursement policy.

PUBLICITY: Unless otherwise expressly stated in the Agreement, Consultant shall have the right to photograph the Project and to use the photograph in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.

EXCUSABLE EVENTS: Consultant shall not be responsible for any of the following events or any other events beyond the reasonable control of Consultant: (a) changes in the information, instructions, or approvals provided by Client; (b) material changes in the Project, including but not limited to, the size, complexity, Client's schedule, Client's budget for the Project, or the procurement or delivery method; (c) changes in the applicable codes, laws or regulations that are either contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care; (d) official interpretations of applicable codes thereby necessitating Consultant's revision of any previously prepared Instruments of Service; (e) decisions by Client not rendered in a timely manner or any other failure of performance on the part of Client or Client's Contractors; (f) the presence or encounter of any hazardous or toxic materials on the Project; and (g) weather conditions, work slowdown or stoppage, or acts of God (collectively, an "Excusable Event"). When an Excusable Event occurs, Consultant shall have no liability or responsibility for any damages incurred by Client, shall not be deemed to be in breach of this Agreement, and shall be entitled to an equitable adjustment in any schedule for Consultant's Services and to compensation for any Services performed due to such Excusable Event, which shall be deemed to be Additional Services paid on an hourly basis.

WAIVER OF CONSEQUENTIAL DAMAGES: In no event shall Consultant be liable or responsible, in contract, tort or otherwise, for (a) any special, consequential, incidental, or liquidated damages, including but not limited to, loss of profit or revenues; loss of use of any facility, building, products, machinery, or equipment; damage to associated equipment; cost of substitute products, facilities, services or replacement power; down time costs, or claims of any buyer of Client for such damages; (b) damages for which the requested repair would amount to economic waste or a betterment; or (c) loss or damage due, in whole or part, to the actions of the Client, ordinary wear and tear, and/or lack of Client maintenance.

LIMITATION OF LIABILITY: Client agrees, to the fullest extent permitted by law, to limit the liability of Consultant, including its officers, owners, employees, and agents, to Client, or any person or entity claiming by or through Client, for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to the Services or Agreement, for any cause or causes including, but not limited to Consultant's active and passive negligence, professional errors or omissions, implied or express warranty obligations, strict liability, omissions, acts, or breaches of contract, shall not exceed the total Compensation or \$100,000, whichever is less. This limitation of liability shall apply to Client's claims for damages, as well as Client's claims for contribution and indemnity with respect to third party claims. In the event the Client requires a higher limitation of liability, upon written notice from the Client, Consultant and Client shall agree to and Client shall pay an additional fee within five (5) calendar days after the Agreement is fully executed.

INDEMNIFICATION: Client shall indemnify, protect, defend (at its expense and with counsel reasonably acceptable to Consultant), and hold harmless Consultant as well as its respective affiliate companies, officers, managers, members, employees, and other agents, from and against all claims, losses, injuries, property damage, causes of actions, judgments, attorneys' fees, costs, compensatory damages, expenses, or other damages (hereinafter referred to together as "Claims"), to the extent the Claims are caused by the negligent or intentional/willful action or inaction/omission, any contractual breach, or any other violation of law by Client or Client's employees, independent Contractors, or other persons/entities for whose acts Client is responsible. Client's obligations under this and other indemnification provisions in this Agreement shall survive termination and expiration of this Agreement; shall extend to Claims occurring after this Agreement; shall continue until the Claim is finally adjudicated; shall not be limited by any insurance required hereunder; and shall not negate, abridge or reduce any other rights of the persons and entities described herein with respect to indemnity.

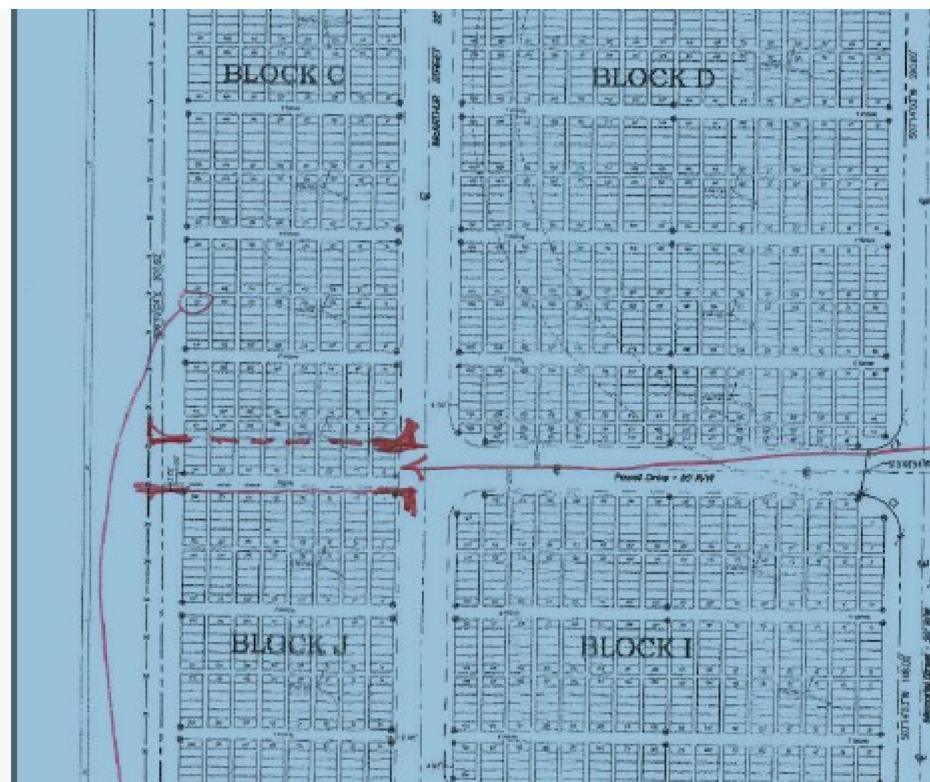
CONTRACTOR INSURANCE: Client agrees, in any construction contracts for the Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance, Automobile Liability Insurance and appropriate limits of Commercial General Liability Insurance ("CGL") and to require all contractors to have their CGL policies endorsed to name Client and Consultant as Additional Insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to ensure the hold harmless and indemnity obligations assumed by Contractors. Client shall require all Contractors defend, indemnify and hold harmless Client and Consultant from and against any claims, causes of action, lawsuits, damages, liabilities or costs, including reasonable attorneys' fees and costs, arising out of or in any way connected with the Project, including all claims by employees of the Contractors.

WAIVER OF SUBROGATION: To the extent damages are covered by any builder's risk policy, property insurance, or any insurance policy possessed by Client or Client's Contractors during or after the Project, Client shall waive all subrogation and other rights against Consultant and its retained consultants and agents for such damages, except such rights as they may have to the proceeds of such insurance.

TERMINATION: This Agreement may be terminated by either Party for cause on at least seven (7) days prior written notice of breach and opportunity to cure. Consultant may terminate for convenience and without cause. If terminated by either Party (with or without cause), Client agrees to pay for all Services performed and Reimbursable Expenses incurred to and including the date of termination. In addition, in the event Consultant terminates for cause, then Consultant shall also be paid its termination expenses, which shall include but are not limited to, expenses reasonably incurred by Consultant in connection with the termination of the Agreement or Services, including but not limited to, termination of Consultant's consultants/subconsultants and other persons retained by Consultant on the Project, demobilization costs if any, closing out Project records, reassignment of personnel, and other expenses directly resulting from the termination. If Client wishes to suspend services, Client must provide (7) days written notice, at which time Consultant may terminate or provide an increased or different Compensation to later resume Services to Client.

DISPUTE RESOLUTION: If a dispute or claim arises relating to the Services, Agreement, or Parties, the Parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, then a Party shall participate in nonbinding mediation if requested in writing by the other Party. Unless the Parties mutually agree otherwise, the mediation shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement and shall be in the location of the Project. If the Parties do not resolve a dispute through mediation, the method of binding dispute resolution shall be arbitration in the location of the Project. Unless the Parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notwithstanding the foregoing, Consultant, in its sole discretion, may bring its claim(s), including third-party claims, against Client in the district court in the location of the Project, with a judge, and not a jury, presiding over such claim. **THUS, IN ALL CIRCUMSTANCES, BOTH PARTIES WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR ANY TRANSACTION CONNECTED THERETO. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY GIVEN.** In the event of any litigation, arbitration, mitigation, or other proceeding arising out of or relating to the Services or Agreement or otherwise involving the Parties, Consultant shall be entitled to recover its reasonable attorney's fees, expert and consultant fees, judgment execution fees and costs, appeal fees and costs, and all other costs from Client when Consultant is the prevailing party.

MISCELLANEOUS PROVISIONS: (1) If any provision of the Agreement is declared illegal or unenforceable and cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of the Agreement in full force and effect. (2) The Agreement may not be assigned by any Party without written authorization. (3) The Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective legal representatives, heirs, successors, and assigns. (4) Nothing contained in the Agreement shall create a contractual relationship with, create a cause of action in favor of, or otherwise benefit, any third party. Instead, Consultant's Services under the Agreement are being performed solely for Client's benefit, and, therefore, no other entity shall have any claim against Consultant because of the Agreement. (5) Each Party has, or had the opportunity to retain, counsel and entered into the Agreement knowingly and voluntarily after having been fully advised of its rights under the Agreement or after having had the opportunity to be fully advised. Further, each Party played a substantive role in drafting the Agreement or had an equal opportunity to do so. Accordingly, in the event of any misunderstanding, ambiguity, or dispute concerning the Agreement's provisions, or interpretation, the Parties agree that no rule of construction shall be applied that would result in having the Agreement interpreted against any Party. (6) This Agreement contains the entire agreement between the Parties regarding the Project, and this Agreement is intended to be an integration of all prior negotiations. Accordingly, this Agreement overrides any claimed prior agreement or representation, and Consultant shall not be bound by any terms, statements, warranties, or representations not contained herein. Further, no modifications of this Agreement shall be valid unless made pursuant to the terms herein and in writing and signed by the Party against whom it is sought to be enforced, or unless otherwise made pursuant to the terms herein. (7) A Party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.





City of Jackson

TO: Mayor and Board of Aldermen

FROM: Matt Winters, City Administrator

DATE: December 15, 2025

RE: FIFA Alcohol sales

The FIFA World Cup will be held in Kansas City, MO 6/11/2026-7/19/2026. In response to the events, Missouri SB735 that signed into law this year and allows for expanded hours for alcohol sales throughout the State of Missouri during the FIFA World Cup. The law allows for alcohol sales from 6am to 5am the following day. There is a provision that allows local jurisdictions to opt out of this law by passing a local ordinance.

In talking with Chief Humphries and other staff, we do not expect that we will see any impact of this temporary change in the alcohol sales in Jackson. I did want to make you aware of this temporary change and allow for any discussions.