



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, February 02, 2026 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of January 20, 2026.

FINANCIAL AFFAIRS

3. Motion approving the list of bills paid for the previous month.

ACTION ITEMS

Power, Light, and Water Committee

4. Motion amending the 2025 City of Jackson Annual Budget, relative to funds exceeding their 2025 appropriations.
5. Bill proposing an Ordinance amending the 2026 City of Jackson Annual Budget.
6. Bill proposing an Ordinance authorizing the City to participate in the Missouri Highway Safety Program and to receive grant funds for enhanced traffic law enforcement.

Street, Sewer, and Cemetery Committee

7. Motion authorizing the City staff to prepare a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, to allow multiple buildings on one lot in R-4 (General Residential) and O-1 (Professional Office) Districts.
8. Motion approving Supplemental Agreement No. 1 with Smith & Company Engineers, of Poplar Bluff, Missouri, in the amount of \$6,988.00, to include a Cultural Resources Survey and Assessment for the Jackson Middle School Crosswalk & Sidewalk Project.
9. Bill proposing an Ordinance approving a Roadside Flashers Operations Agreement with the Missouri Highways and Transportation Commission, relative to a pedestrian crossing signal for the Roundabout Project at North High Street and Deerwood Drive.

- [10.](#) Bill proposing an Ordinance authorizing a Transportation Alternatives Program Agreement with the Missouri Highways and Transportation Commission, relative to engineering services for the Hubble Creek Recreation Trail Project, Phase 3A.
- [11.](#) Bill proposing an Ordinance declaring the expiration and release of Special Assessment Liens issued for the Grandview Acres Sanitary Sewer Improvement District 2R.
- [12.](#) Bill proposing an Ordinance approving the Plat of Abbottsford Land Management LP #1 Subdivision, as submitted by Abbottsford Land Management LP.
- [13.](#) Bill proposing an Ordinance approving the Final Plat of Savers Farm Subdivision Phase 8, as submitted by Cape Land & Development, LLC.
- [14.](#) Bill proposing an Ordinance amending the “Stop Street Designation Schedule” - Schedule VI, by adding a designation on Jacobite Lane in Savers Farm Subdivision Phase 8.
- [15.](#) Bill proposing an Ordinance amending the “Parking Prohibited Schedule” - Schedule IX, by adding designations on Castle Leoch Drive and Jacobite Lane in Savers Farm Subdivision Phase 8.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

16. Report by Mayor
17. Reports by Board Members
18. Report by City Attorney
19. Report by City Administrator

EXECUTIVE SESSION

Motion to have executive session. Authority is Section 610.021(2), Revised Statutes of Missouri, as amended, relative to leasing, purchase, or sale of real estate.

ADJOURN

Posted on 1/30/2026 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 20, 2026 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Katy Liley, Mike Seabaugh, Eric Fraley, David Reiminger, and Wanda Young. Present-5; Absent-3: Alderman Steve Stroder, Alderwoman Shana Williams, Alderman Mark Unger

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

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

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

Motion to Adopt the Agenda)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-5; Nays-0; Absent-3.

Public Hearing to Consider a text)
Amendment to Chapter 65 (Zoning) of)
The Code of Ordinances, relative to)
Buffer and screening requirements in I-1)
And I-2 Districts, as submitted by the)
City of Jackson, Missouri)

Now comes forth a public hearing to consider a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to buffer and screening requirements in I-1 (Light Industrial) and I-2 (Heavy Industrial) Districts, as submitted by the City of Jackson, Missouri.

Now comes forth Building and Planning Manager Larry Miller to present, to the Board and public, the proposed amendments and the reasons for the updates.

All witnesses to be sworn in by City Clerk Angela Birk prior to their testimony at this public hearing.

No one speaks at the public hearing.

The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the Minutes of the)
January 5, 2026, Regular Board)
Meeting)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve the minutes of the preceding Regular Board Meeting of Monday, January 5, 2026. Ayes-5; Nays-0; Absent-3.

Motion to Approve the City Collector's)
Electric, Water & Sewer, Taxes &)
Licenses, and Refuse Report for)
December, 2025)

Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for December, 2025. Ayes-5; Nays-0; Absent-3.

CITY COLLECTOR'S REPORT FOR DECEMBER 2025



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
 Tuesday, January 20, 2026 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,168,033.09	297,508.69	238,183.43	68,759.04	-	1,772,484.25
Penalties	8,461.93	1,543.76	1,221.47	302.19	-	11,529.35
Sales Tax	32,124.37	8,740.78	-	-	-	40,865.15
Disconnect Fees	-	-	-	-	-	-
Returned Transaction Fees	303.65	-	-	-	-	303.65
Customer Relocation Fees	-	-	-	-	525.00	525.00
Trash Stickers	-	-	-	2,149.00	-	2,149.00
UTILITY COLLECTIONS	1,208,923.04	307,793.23	239,404.90	71,210.23	525.00	1,827,856.40
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,208,923.04	307,793.23	239,404.90	71,210.23	525.00	1,827,856.40
Business/Contractor Licenses	-	-	-	-	12,495.00	12,495.00
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	12,495.00	12,495.00
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	539.09
Cash in bank	-	-	-	-	-	1,840,890.49
Missouri Sales Tax payment	(32,124.37)	(8,740.78)	-	-	-	(40,865.15)
TO CITY TREASURER					\$	1,800,025.34

Respectfully Submitted,

City Collector



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 20, 2026 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve the December, 2025)
City Clerk's and Treasurer's Reports)

Motion made by Alderman Seabaugh, seconded by Alderman Fraley, to approve the City Clerk's and Treasurer's Reports for December, 2025. Ayes-5; Nays-0; Absent-3.

CITY CLERK'S REPORT FOR THE MONTH OF DECEMBER, 2025

<u>ELECTRIC</u>	13,599.57
<u>WATER</u>	0.00
<u>WASTEWATER</u>	0.00
<u>GENERAL REVENUE</u>	24,075.08
<u>LANDFILL</u>	1,393.80
<u>CEMETERY</u>	6,200.00
<u>PARK</u>	2,542.50
<u>PARK FOUNDATION</u>	500.00
<u>RECREATIONAL DEVELOPMENT</u>	14,025.00
<u>STORMWATER MAINTENANCE FUND</u>	24.00
<u>TRUST & AGENCY</u>	0.00
<u>HEALTH INSURANCE FUND</u>	935.67
<u>INMATE SECURITY FUND</u>	0.00
<u>TRANSPORTATION SALES TAX</u>	1,327.50
<u>RECREATIONAL SALES TAX FUND</u>	13,399.75
<u>REPORT TOTAL</u>	<u>78,022.87</u>

Water & Light Deposit Accounts
DECEMBER, 2025

Beginning Balance December 1, 2025:	\$288,764.14
TOTAL DEPOSITS	\$14,233.56
TOTAL REFUNDS	\$10,440.49
Ending Balance December 31, 2025:	\$292,557.21

Balance Consists of :

Checking Account for US Bank	\$82,557.21
Investments	\$210,000.00
	<u>\$292,557.21</u>

CITY TREASURER'S REPORT FOR DECEMBER 2025

FUND	FUND BALANCES 12-01-2025	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 12-31-2025	INVESTMENTS	CASH BALANCE 12-31-2025
ELECTRIC FUNDS							
Operation & Maintenance	-	1,227,709.94	58,776.23	1,286,486.17	-	-	-
Electric Surplus Fund	2,630,036.23	-	(81,996.93)	20,178.40	2,527,860.90	6,000.00	2,521,860.90
Electric Capital Projects Fund	4,700,215.61	-	-	1,257.91	4,698,957.70	3,905,000.00	793,957.70
WATER & SEWER FUNDS							
Water Operation & Maint.	-	305,297.67	(228,104.54)	77,193.13	-	-	-
Water Revenue Bond Fund	138,765.26	-	-	117,322.98	21,442.28	-	21,442.28
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	13,845,542.92	-	397,207.47	108,470.87	14,134,279.52	11,608,000.00	2,526,279.52
Water Replacement Fund	840,782.50	-	-	-	840,782.50	765,000.00	75,782.50
Water Capital Projects	399,638.00	-	-	-	399,638.00	-	399,638.00
Wastewater Operation & Maint.	-	240,284.63	(194,336.02)	45,948.61	-	-	-
Wastewater Replacement Fund	1,074,976.62	-	-	2,668.00	1,072,308.62	761,000.00	311,308.62
Wastewater Capital Projects	262,966.91	-	-	-	262,966.91	-	262,966.91
Wastewater Revenue Bond Fund	7,841.60	-	-	-	7,841.60	-	7,841.60
W & S Construction Fund	2,423,296.08	-	-	93,181.11	2,330,114.97	1,950,000.00	380,114.97
General Revenue Fund	392,126.89	1,334,280.02	460,181.20	696,003.30	1,490,584.81	337,765.95	1,152,818.86
Landfill Fund	789,982.92	72,625.67	(5,621.91)	48,881.26	808,105.42	610,000.00	198,105.42
Cemetery Fund	940,222.81	168,137.81	(5,315.75)	12,748.96	1,090,295.91	652,000.00	438,295.91
City Park Fund	(140,761.82)	267,527.34	(6,215.68)	38,084.23	82,465.61	-	82,465.61
Public Park Foundation Fund	142,246.30	500.00	-	13,641.00	129,105.30	95,000.00	34,105.30
Recreational Development Fund	2,448.03	14,025.00	-	8,693.44	7,779.59	-	7,779.59
Band Fund	0.00	161,937.81	-	117,947.81	43,990.00	-	43,990.00
ARPA Fund	345,230.86	-	466,316.47	553,298.78	258,248.55	245,000.00	13,248.55
Road Use Tax Fund	880,704.40	77,457.03	-	-	958,161.43	757,038.18	201,123.25
Stormwater Maintenance Fund	331,388.58	24.00	-	-	331,412.58	209,000.00	122,412.58
Trust and Agency Fund	924,742.54	34,375.00	9,529.12	28,564.11	940,082.55	782,740.60	157,341.95
Health Insurance Fund	867,803.44	12,826.94	152,512.92	246,843.61	786,299.69	545,000.00	241,299.69
Inmate Security Fund	18,473.12	56.00	-	-	18,529.12	-	18,529.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	628,730.75	293,407.14	1,312.50	2,682.09	920,768.30	725,455.27	195,313.03
Transportation Capital Projects Fund	2,213,231.57	-	-	3,116.65	2,210,114.92	-	2,210,114.92
Sales Tax Fund	1,679,216.37	241,850.98	-	11,583.35	1,909,484.00	1,467,564.83	441,919.17
Recreation Sales Tax Fund	464,659.91	69,754.26	(823.31)	25,124.74	508,466.12	50,000.00	458,466.12
Public Safety Sales Tax Fund	259,694.78	112,694.89	(371,389.67)	-	1,000.00	-	1,000.00
Fire Protection Sales Tax Fund	132,694.16	56,354.47	(185,715.63)	-	3,333.00	-	3,333.00
Capital Projects Construction Fund	1,034,782.85	-	(466,316.47)	9,658.56	558,807.82	540,000.00	18,807.82
Economic Dev. Reserve Fund	1,023,683.47	-	-	7,250.00	1,016,433.47	850,000.00	166,433.47
CDBG Grant Fund	20,106.12	-	-	-	20,106.12	-	20,106.12
I-55 Corridor Special Alloc. Fund	3,372.59	-	-	-	3,372.59	-	3,372.59
TOTALS	39,392,459.44	4,691,126.60	0.00	3,576,829.07	40,506,756.97	26,971,564.83	13,535,192.14

Respectfully Submitted,

Angela Birk

Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	11,730,074.73
Collectors Account	1,800,025.34
Equitable Sharing Fund	3,617.07

TOTAL 13,535,192.14



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
 Tuesday, January 20, 2026 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 20, 2026 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve City Collector's 2025)
Electric, Water, Sewer, Taxes &)
Licenses and Refuse Annual Report)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses and Refuse Annual Report for 2025. Ayes-5; Nays-0; Absent-3.

Motion to Approve the quarterly budget)
To actuals for the previous quarter)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve the quarterly budget to actuals for the previous quarter. Ayes-5; Nays-0; Absent-3.

Motion to Approve the Semi-Annual)
Financial Statement Ending December)
31, 2025)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve the Semi-Annual Financial Statement ending December 31, 2025. Ayes-5; Nays-0; Absent-3.

**CITY OF JACKSON, MISSOURI - SEMI-ANNUAL FINANCIAL STATEMENT
FOR THE PERIOD OF JULY 1, 2025, TO DECEMBER 31, 2025**



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
 Tuesday, January 20, 2026 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

FUND	FUND BALANCES 07-01-2025	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 12-31-2025
ELECTRIC FUNDS					
Operation & Maintenance	-	9,295,672.94	(1,310,304.51)	7,985,368.43	-
Electric Surplus Fund	2,519,127.47	11,883.60	187,494.25	170,844.42	2,527,800.90
Electric Capital Projects Fund	4,711,557.70	-	-	12,600.00	4,698,957.70
WATER & SEWER FUNDS					
Water Operation & Maint.	-	2,141,793.79	(1,511,675.65)	630,118.14	-
Water & Sewer Revenue Bond Fund	29,760.23	-	210,145.03	218,462.98	21,442.28
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00
Water & Sewer Surplus Fund	12,006,522.18	198,341.48	2,257,570.25	328,154.39	14,134,279.52
Water Replacement Fund	840,782.50	-	-	-	840,782.50
Water Capital Projects	399,638.00	-	-	-	399,638.00
Wastewater Operation & Maint.	-	1,509,224.78	(1,093,574.34)	415,650.42	-
Wastewater Replacement Fund	1,068,584.15	6,392.47	-	2,688.00	1,072,308.62
Wastewater Capital Projects	399,382.00	-	-	138,395.09	262,986.91
Wastewater Revenue Bond Fund	125,585.52	-	-	117,723.92	7,841.60
W & S Construction Fund	2,929,362.48	35,238.24	-	634,483.73	2,330,114.97
General Revenue Fund	2,380,324.48	1,611,969.96	1,588,650.92	4,090,360.53	1,450,584.81
Landfill Fund	798,837.95	484,299.82	(44,683.71)	410,348.64	808,105.42
Cemetery Fund	1,004,245.82	217,221.45	(30,575.81)	100,595.55	1,090,295.91
City Park Fund	178,437.67	288,382.04	(40,215.91)	342,118.19	82,465.61
Public Park Foundation Fund	155,953.22	11,930.75	-	38,778.67	129,105.30
Recreational Development Fund	187,588.35	97,754.01	-	277,580.77	7,779.59
Band Fund	0.00	164,971.45	-	120,981.45	43,990.00
ARPA Fund	342,513.94	48,006.40	465,458.49	597,730.28	258,248.55
Road Use Tax Fund	381,593.91	851,635.31	(275,000.00)	67.79	958,161.43
Stormwater Maintenance Fund	318,644.38	12,768.22	-	-	331,412.58
Trust and Agency Fund	940,034.47	89,435.38	73,618.41	163,005.69	940,082.55
Health Insurance Fund	1,228,877.28	199,648.75	880,686.79	1,520,891.13	788,299.69
Inmate Security Fund	18,103.12	428.00	-	-	18,528.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07
Transportation Sales Tax Fund	833,441.94	973,298.59	(522,829.52)	363,142.71	920,768.30
Transportation Capital Projects Fund	1,922,845.17	-	800,000.00	512,730.25	2,210,114.92
Sales Tax Fund	696,627.69	1,678,857.34	773.00	466,574.03	1,909,484.00
Recreation Sales Tax Fund	230,477.27	449,740.09	(5,095.74)	166,665.50	508,466.12
Public Safety Sales Tax Fund	1,000.00	761,771.69	(761,771.69)	-	1,000.00
Fire Protection Sales Tax Fund	3,333.00	380,582.31	(380,582.31)	-	3,333.00
Capital Projects Construction Fund	1,633,113.48	74,209.59	(466,316.47)	682,198.76	558,807.82
Economic Dev. Reserve Fund	994,771.03	38,271.59	-	14,609.15	1,018,433.47
CDBG Grant Fund	44,103.35	945,998.81	(1,751.48)	968,244.56	20,106.12
I-55 Corridor Special Alloc. Fund	3,372.59	-	-	-	3,372.59
	39,440,117.33	22,555,502.81	0.00	21,488,863.17	40,506,756.97
OUTSTANDING INDEBTEDNESS:					
Waterworks & Sewerage-2016	1,890,000.00			Cash on Hand	1,475.00
Lease/Purchase Series 2015	-			General Account	11,730,074.73
Waterworks & Sewerage-COPS 2013	380,000.00			Collector's Account	1,800,025.34
Waterworks & Sewerage-2019	2,440,000.00			Equitable Sharing Fund	3,617.07
Waterworks & Sewerage-2023	<u>3,160,000.00</u>				
	7,850,000.00			TOTAL	13,535,192.14

I, Angela Birk, City Clerk and Treasurer of the City of Jackson, Missouri, do hereby certify that the above statement of receipts and disbursements of the various funds of the said City of Jackson, Missouri, for the six month period ending December 31, 2025, and the financial conditions thereof on said date are true and correct as shown by the records of said City. IN WITNESS THEREOF, I have unto set my hand affixed the seal of the City of Jackson, Missouri, this **20th day of January, 2026**. Respectfully submitted, Angela Birk (signed) City Clerk/Treasurer



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 20, 2026 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve and Adopt a)
New logo for the City of Jackson,)
Missouri, as designed by Red Letter)
Communications, of Cape Girardeau,)
Missouri)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve and adopt a new logo for the City of Jackson, Missouri, as designed by Red Letter Communications, of Cape Girardeau, Missouri. Ayes-5; Nays-0; Absent-3.

Motion to Approve the Mayor's)
Appointments to the Community)
Outreach Board)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve the Mayor's appointments of Daniel Buckenmyer and Linda Puchbauer to the Community Outreach Board, filling unexpired terms ending in May, 2027. Ayes-5; Nays-0; Absent-3.

Motion to Approve the Mayor's)
Appointments to the Historic)
Preservation Commission)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve the Mayor's appointments of Kyle Mabuice and Steve Ford to the Historic Preservation Commission, filling unexpired terms ending in May, 2027 and May, 2028, respectively. Ayes-5; Nays-0; Absent-3.

Motion to Accept the Quote of Axon)
Enterprise, Inc., of Scottsdale, Arizona,)
and to Authorize the Purchase of)
Equipment and Services to provide)
In-car cameras for the Police)
Department)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the quote of Axon Enterprise, Inc., of Scottsdale, Arizona, in the amount of \$36,033.12 per year for five years, and to authorize the purchase of equipment and services to provide in-car cameras for the Police Department. Ayes-5; Nays-0; Absent-3.

Ordinance No. 26-04 Re: To Authorize a)
Contractual Agreement with Axon)
Enterprise, Inc., of Scottsdale, Arizona,)
Relative to the Purchase of Equipment)
and Services to provide in-car)
Cameras for the Police Department)

The matter of authorizing a contractual agreement with Axon Enterprise, Inc., of Scottsdale, Arizona, relative to the purchase of equipment and services to provide in-car cameras for the Police Department, came on for consideration. Alderman Reiminger introduced Bill No. 26-04, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND AXON ENTERPRISE, INC., OF SCOTTSDALE, ARIZONA, RELATIVE TO THE PURCHASE OF EQUIPMENT AND SERVICES TO PROVIDE IN-CAR CAMERAS FOR THE POLICE



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MINUTES

DEPARTMENT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 26-04 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 26-04 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 26-04 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Seabaugh-aye; Alderman Unger-absent; Alderman Fraley-aye; Alderwoman Liley-aye; Alderwoman Williams- absent; Alderman Stroder-absent; and Alderman Reiminger- aye.

BILL NO. 26-04

ORDINANCE NO. 26-04

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND AXON ENTERPRISE, INC., OF SCOTTSDALE, ARIZONA, RELATIVE TO THE PURCHASE OF EQUIPMENT AND SERVICES TO PROVIDE IN-CAR CAMERAS FOR THE POLICE DEPARTMENT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Axon Enterprise, Inc., of Scottsdale, Arizona**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

Section 2. That the Mayor is hereby authorized and directed to execute said contract for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached contract.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such



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

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: January 20, 2026.

SECOND READING: January 20, 2026.

PASSED AND APPROVED this 20th day of January, 2026, by a vote of 5 ayes, 0 nays, 0 abstentions and 3 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 26-05 Re: To Approve)
A Memorandum of Understanding with)
The Uptown Jackson Revitalization)
Organization, relative to the Hometown)
Heroes Banner Program)

The matter of approving the Memorandum of Understanding with the Uptown Jackson Revitalization Organization, relative to the Hometown Heroes Banner Program, came on for consideration. Alderman Reiminger introduced Bill No. 26-05, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE UPTOWN JACKSON REVITALIZATION ORGANIZATION, RELATIVE TO THE HOMETOWN HEROES BANNER PROGRAM; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 26-05 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 26-05 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 26-05 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Liley-aye; Alderman Unger-absent; Alderwoman Williams- absent; Alderwoman Young-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderman Stroder-absent; and Alderman Reiminger-aye.



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BILL NO. 26-05

ORDINANCE NO. 26-05

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE *UPTOWN JACKSON REVITALIZATION ORGANIZATION*, RELATIVE TO *THE HOMETOWN HEROES BANNER PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the **Uptown Jackson Revitalization Organization**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said agreement for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached agreement.

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

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: January 20, 2026.

SECOND READING: January 20, 2026.



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PASSED AND APPROVED this 20th day of January, 2026, by a vote of 5 ayes, 0 nays, 0 abstentions and 3 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

- Motion to Approve the Jackson Sanitary)
- Landfill Post-Closure Assessment)
- Memorandum and Release Certification)
- Report, as prepared by Burns &)
- McDonnell, of Kansas City, Missouri)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve the Jackson Sanitary Landfill Post-Closure Assessment Memorandum and Release Certification Report, as prepared by Burns & McDonnell, of Kansas City, Missouri. Ayes-5; Nays-0; Absent-3.

- Motion to Approve Task Order)
- Authorization No. 26-02, to Burns &)
- McDonnell, of Kansas City, Missouri,)
- Relative to providing services under the)
- Closed Landfill Permit Boundary)
- Modification Project)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve Task Order Authorization No. 26-02, in the amount of \$40,000.00, to Burns & McDonnell, of Kansas City, Missouri, relative to providing services under the Closed Landfill Permit Boundary Modification Project. Ayes-5; Nays-0; Absent-3.

- Motion to Approve Change Order No. 1,)
- To Apex Paving Company, of Cape)
- Girardeau, Missouri, relative to the)
- 2025 Asphalt Pavement Improvement)
- Program)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve Change Order No. 1, in the amount of \$23,041.87, to Apex Paving Company, of Cape Girardeau, Missouri, relative to the 2025 Asphalt Pavement Improvement Program. Ayes-5; Nays-0; Absent-3.

- Motion to Approve an increase in)
- Expenditure, under Task Order)
- Authorization No. 24-11, to Bacon)
- Farmer Workman Engineering & Testing)
- Of Cape Girardeau, Missouri, relative to)
- Providing additional engineering and)
- Inspection services under the East Main)
- Street Pedestrian Walkway Project)



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Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve an increase in expenditure, in the amount of \$10,005.04, under Task Order Authorization No. 24-11, to Bacon Farmer Workman Engineering & Testing, of Cape Girardeau, relative to providing additional engineering and inspection services under the East Main Street Pedestrian Walkway Project. Ayes-5; Nays-0; Absent-3.

Motion to set a Public Hearing for)
Tuesday, February 17, 2026, to consider)
A text amendment to Chapter 65)
(Zoning) of the Code of Ordinances,)
Relative to home occupations)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to set a public hearing for Tuesday, February 17, 2026, at 6:00 p.m., to 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. Ayes-5; Nays-0; Absent-3.

Motion to set a Public Hearing for)
Tuesday, February 17, 2026, to consider)
A special use permit to allow a cabinet/)
Counter shop in a C-2 District)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to set a public hearing for Tuesday, February 17, 2026, at 6:00 p.m., to consider a request for a special use permit to allow a cabinet/counter shop in a C-2 (General Commercial) District located at 3815 E Jackson Boulevard, as submitted by Adam and Nicole Liley. Ayes-5; Nays-0; Absent-3.

Motion to Approve Change Order No. 1,)
To Penzel Construction Company, Inc.,)
Of Jackson, Missouri, relative to the)
Wastewater Treatment Plant)
Improvements Project)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve Change Order No. 1, in the amount of \$3,199.96, to Penzel Construction Company, Inc., of Jackson, Missouri, relative to the Wastewater Treatment Plant Improvements Project. Ayes-5; Nays-0; Absent-3.

Ordinance No. 26-06 Re: To Approve a)
Text amendment to Chapter 65 (Zoning))
Of the Code of Ordinances, relative to)
Buffer and screening requirements in I-1)
And I-2 Districts, as requested by the)
City of Jackson, Missouri)

The matter of approving a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to buffer and screening requirements in I-1 (Light Industrial) and I-2 (Heavy Industrial) Districts, as requested by the City of Jackson, Missouri, came on for consideration. Alderwoman Liley introduced Bill No. 26-06, being for an ordinance entitled as follows:

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO INDUSTRIAL DISTRICT REGULATIONS CONCERNING BUFFER AREAS AND PRIVACY FENCES.



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On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 26-06 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 26-06 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 26-06 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderwoman Liley-aye; Alderwoman Williams-absent; Alderman Unger-absent; Alderwoman Young-aye; and Alderman Stroder-absent.

BILL NO. 26-06

ORDINANCE NO. 26-06

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO INDUSTRIAL DISTRICT REGULATIONS CONCERNING BUFFER AREAS AND PRIVACY FENCES.

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have determined that revisions to the zoning code are necessary to clarify definitions and provide more detailed requirements for buffer areas and screening between industrial and residential zoning districts to protect residential areas from industrial impacts; and

WHEREAS, such amendments will promote the health, safety, and general welfare of the citizens of the City of Jackson, Missouri.

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

Section 1. Section 65-2 of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended by revising the definition of "Privacy fence" to read as follows:

Privacy fence. A privacy fence is a sight-obscuring 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.

Section 2. Section 65-3(8) of the Code of Ordinances of the City of Jackson, Missouri, is hereby repealed and deleted.

Section 3. Section 65-16(5) of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

"(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.



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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 the time of installation of a fence or wall, 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.”

Section 4. Section 65-17(5) of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:



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“(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 the time of installation of a fence or wall, 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.”



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Section 5. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri.

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

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

Section 8. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: January 20, 2026.

SECOND READING: January 20, 2026.

PASSED AND APPROVED this 20th day of January, 2026, by a vote of 5 ayes, 0 nays, 0 abstentions and 3 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

City Administrator Matthew Winters)
requests Closed Session)

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for one item relative to litigation in accordance with Section 610.021(1) RSMo.

Motion to Recess the Meeting to Study)
Session)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:20 P.M., to convene to the Study Session. Ayes-5; Nays-0; Absent-3.

Returned to Open Session at 6:35 P.M., from Study Session.

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



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Meeting concluded at 6:35 P.M. On a motion by Alderwoman Liley, seconded by Alderman Seabaugh, it is ordered that the Board now convene into closed session for one item relative to litigation in accordance with Section 610.021(1) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Seabaugh-aye; Alderwoman Williams-absent; Alderman Stroder-absent; Alderwoman Young-aye; Alderman Unger-absent; Alderwoman Reiminger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-5; Nays-0; Absent-3.

ATTEST:

Mayor

City Clerk



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Liza Walker, Assistant City Administrator

DATE: January 29, 2026

RE: 2025 Budget Amendment – Appropriations

The attached document lists and describes funds which have amounts that exceeded budget appropriations for 2025. The amount of each budget overage as well as the reason are included. Following approval by the Board, this information is submitted to the City's auditor. This is an item that is presented to the Board annually.

If you have any questions, please do not hesitate to reach out.

January 29, 2026

FUNDS EXCEEDING THEIR 2025 BUDGET APPROPRIATIONS (includes internal transfers)

<u>FUND</u>	<u>2025 BUDGET APPROPRIATION</u>	<u>2025 ACTUAL EXPENDITURES</u>	<u>AMOUNT OVER BUDGET</u>	<u>REASON</u>
Landfill / Sanitation	\$ 967,326.00	\$ 969,637.76	\$ 2,311.76	Tipping fee expenses came in over the budgeted amount.
Park	\$ 772,373.00	\$ 781,573.24	\$ 9,200.24	Mowing for the various parks cost increase after new bid for services awarded.
Recreational Development	\$ 322,968.00	\$ 433,168.22	\$ 110,200.22	Unbudgeted water costs for the new splash pad and unbudgeted costs for rec salaries.
Health Insurance	\$ 1,708,000.00	\$ 1,951,183.49	\$ 243,183.49	Unbudgeted prescription claims expenses.
Community Development Block Grant	\$ 860,744.00	\$ 1,075,038.71	\$ 214,294.71	Increased expenses for CDBG project.



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Liza Walker, Assistant City Administrator

DATE: January 29, 2026

RE: 2026 Final Budget

The 2026 final budget includes adjustments to the beginning balances from projected to actual, a change in projected deposits for the SRF funding based on the project disbursement process, adjustments to project costs based on the actual remaining balances due, and other changes as requested by department, etc. This final budget was provided directly to all elected officials and is available upon request.

If you have any questions, please do not hesitate to reach out.

BILL NO. 26-__

ORDINANCE NO. 26-__

AN ORDINANCE APPROVING AMENDMENTS TO THE 2026 BUDGET AS ORIGINALLY APPROVED ON THE 15TH DAY OF DECEMBER, 2025, BY REVISING, CONFIRMING, AND UPDATING END OF YEAR BALANCES; CONFIRMING BUDGETARY EXPENDITURES; AND REPEALING ORDINANCE IN CONFLICT HEREWITH.

WHEREAS, on the 15th day of December, 2025, the Mayor and Board of Aldermen of the City of Jackson, Missouri, approved the budget for the City of Jackson, Missouri, for the 2026 fiscal year, and

WHEREAS, the City Budget Officer has reviewed end of year balances and found it necessary to update end of year balances projected for the 2026 fiscal year budget, and

WHEREAS, the amended end of year balances indicate and confirm sufficient funds to fund budgeted projects for the 2026 fiscal year.

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

1. That the annual budget for the fiscal year 2026 as heretofore adopted and approved by Ordinance of this Board on the 15th day of December, 2025, it is hereby amended by adjusting the end of year balances in form with actual receipts of the City for the prior fiscal year.

2. That the Mayor and Board of Aldermen further reconfirm and readopt budgetary expenditures as set out in the amended budget, which is attached hereto and incorporated herein by reference, and order the Administration of the City to follow the budget expenditures in accordance therewith, subject to the subsequent amendment by this Board.

3. That ordinance is to take effect and be in full force and effect from and after its passage and approval.

FIRST READING: February 2, 2026.

SECOND READING: February 2, 2026.

PASSED AND APPROVED this 2nd day of February, 2026, by a vote of ___ ayes, ___ nays,
___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



JACKSON POLICE DEPARTMENT



Inter-Department Communications (IDC)

DATE: 01-27-2026

FROM: Asst Chief A. Broch

TO: Board of Aldermen & Mayor

SUBJECT: Board Authorization for MoDOT Highway Safety Program

All,

I have sent a Board of Aldermen Authorization form to you to be signed to participate in MoDOT highway safety program. These grants are applied for by our department and awarded through MoDOT. The area of these grants are Impaired Driving and Hazardous Moving Violations.

With these grants, we utilize overtime funds for officers to enforce our impaired driving and hazardous moving laws. It allows us to put more officers on the street to focus on these areas while our patrol officers can handle calls for service.

The overtime funds used are reimbursed by MoDOT after a voucher is sent to them for review.

We have participated in MoDOT grants since 2004 and it has helped our department reduce motor vehicle crashes by enforcing these areas of concern.

Thank you for your consideration.

BILL NO. 26-__

ORDINANCE NO. 26-__

AN ORDINANCE AUTHORIZING THE CITY TO PARTICIPATE IN THE MISSOURI HIGHWAY SAFETY PROGRAM AND RECEIVE GRANT FUNDS, UNDER THE TERMS OUTLINED BY THE MISSOURI DEPARTMENT OF TRANSPORTATION, FOR THE PURPOSE OF INCREASED ENFORCEMENT OF TRAFFIC LAWS.

WHEREAS, the City of Jackson and the Missouri Highways Transportation Commission seek to promote safety on the roadways; and

WHEREAS, enforcement of laws governing traffic on roadways creates a safer environment for citizens and visitors to the City of Jackson; and

WHEREAS, effective enforcement of traffic laws reduces injuries and deaths on the roadway as well as property damage; and

WHEREAS, an agreement with the Missouri Department of Transportation to participate in Missouri’s Highway Safety Program is in the best interests of residents of the City of Jackson.

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

THAT, the City of Jackson agrees to approve the “Board of Aldermen Authorization” form, requiring the signatures of each member of the Board and participate in Missouri’s Highway Safety Program for Traffic Enforcement.

FURTHER, THAT, the City of Jackson authorizes the use of traffic safety grant funds received by the Missouri Department of Transportation to compensate police officers at the maximum rate authorized by the Missouri Department of Transportation’s guidelines governing the use of Highway Safety Program grant funds.

THAT, this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: February 2, 2026.

SECOND READING: February 2, 2026.

PASSED AND APPROVED this 2nd day of February, 2026, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



Highway Safety and Traffic Division
P.O. Box 270
Jefferson City, MO 65102
1-800-800-2358 or 573-751-4161

BOARD OF ALDERMEN AUTHORIZATION

On _____, 20__ the Board of Aldermen of the City of Jackson held a meeting and discussed the City's participation in Missouri's Highway Safety Program.

It is agreed by the Board that the City of Jackson will participate in Missouri's Highway Safety Program.

It is further agreed by the Board that the Chief of Police will investigate the financial assistance available under the Missouri Highway Safety Program for Traffic Enforcement and report back to the Board his/her recommendations. When funding through the Highway Safety Division is no longer available, the local government entity agrees to make a dedicated attempt to continue support for this traffic safety effort.

Alderman Stroder

Alderman Seabaugh

Alderwoman Williams

Alderman Reiminger

Alderman Fraley

Alderman Unger

Alderwoman Liley

Alderman Young

Mayor Hahs

MEMO



TO: Mayor Hahs and Members of the Board
FROM: Larry Miller, Building & Planning Manager
DATE: January 29, 2026
SUBJECT: Chapter 65 Text Amendment – Multiple buildings on one lot in R-4 (General Residential) and O-1 (Professional Office) Districts

This amendment is being requested to allow more than one principal building on a single lot in the R-4 and O-1 districts. In the past, the City has handled these situations by requiring a Special Use Permit. The goal of this proposed amendment is to clarify the code to allow multiple buildings on one lot in R-4 and O-1 districts when all development standards are met, rather than relying on the SUP.

MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Jeff Winders, City Engineer

DATE: January 29, 2026

RE: Jackson Middle School Crosswalk & Sidewalk Project – Archaeological Survey for PER requirements

For the Middle School Crosswalk and Sidewalk Project, a TAP grant has been awarded. As part of this process, a Preliminary Engineering Report (PER) is required, and MoDOT is requiring this PER have an Archaeological Survey performed. This was not expected originally as the site has previously been disturbed. Smith and Company has provided quotes from two firms to perform this work. Lochmueller Group proposed performing the work for \$8,600.00. American Resources Group (ARG) proposed performing the work for \$6,988.00.

Staff recommends approval of Supplemental Agreement No. 1 with S. H. Smith and Company, Inc. for ARG to perform the Archaeological Survey of the site at \$6,988.00.

**SUPPLEMENTAL AGREEMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated the 13th day of January, 2026 between Jackson, MO and S. H. Smith and Company, Inc. for design and construction inspection of project TAP-3000 (014) (Middle School Crosswalk). The purpose of this Supplemental Agreement is to modify the existing scope to include a cultural resource survey and to change the overall fee of the project. Specific changes to the original agreement are outlined below:

The project scope has changed and will increase the contract price by an additional six thousand nine hundred eighty-eight dollars and zero cents (\$6,988.00). The original design phase services were in an amount not to exceed fifty thousand seven hundred twenty-three dollars and fifty cents (\$50,723.50). The total design phase services shall now be in an amount not to exceed the new contract price of fifty-seven thousand seven hundred eleven dollars and fifty cents (\$57,711.50).

The project schedule has changed and will extend the original MoDOT ROW and PS&E Approval of March 1, 2026 by 90 days. The MoDOT ROW and PS&E Approval will now be June 1, 2026.

Supplement Agreement No. 1 accepted as defined herein:

OWNER: City of Jackson, MO ENGINEER: S H Smith & Company, Inc.

BY: _____ BY: *Stephen Hicks*
Stephen Hicks

TITLE: Mayor TITLE: President

ATTEST:
BY: _____ BY: *Bill Robison*
Bill Robison



TITLE: City Clerk TITLE: Treasurer

DATE: _____ DATE: 1/12/26

PUBLIC WORKS MEMORANDUM



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: January 15, 2026

RE: Deerwood Roundabout - MODOT Agreement for Lighted Flasher for Pedestrian Crossing Sign

Attached is the ordinance and agreement to be executed between MODOT and the City of Jackson which states that the City will maintain the flashing push-button pedestrian crossing signal on the south leg of the new Deerwood roundabout. There is no additional installation cost associated with this agreement, but ongoing maintenance costs will be the City's.

A map of the location is also included.

BILL NO. 26-__

ORDINANCE NO. 26-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A ROADSIDE FLASHERS AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE *MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION*, RELATIVE TO *THE ROUNDABOUT PROJECT AT NORTH HIGH STREET AND DEERWOOD DRIVE*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the **Missouri Highways and Transportation Commission**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said agreement for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached agreement.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

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

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: February 2, 2026.

SECOND READING: February 2, 2026.

PASSED AND APPROVED this 2nd day of February, 2026, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

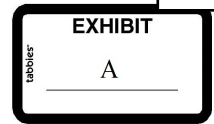
CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



CCO Form: TR53
 Approved: 05/16 (BDG)
 Revised: 03/24 (TLP)
 Modified:

MoDOT District: Southeast District
 MoDOT Agreement Administrator: Jake Butler
 eAgreement No.: 2024-11-85789

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 INSTALLATION OF ROADSIDE FLASHERS FOR
 CITY/COUNTY OPERATION AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission"), whose address is P.O. Box 270, 105 W. Capitol, Jefferson City, Missouri 65102, and City of Jackson (hereinafter, "Applicant"), whose address is 101 Court St Jackson, MO 63755.

WITNESSETH:

WHEREAS, the Commission and the Applicant agree on the roadside flasher installation.

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

(1) **LOCATION**: The general location of the roadside flasher to be installed pursuant to this Agreement is at the intersection of US 61 and Deerwood Drive in Jackson, Missouri.

(2) **INSTALLATION**: The roadside flasher shall include a breakaway post assembly, a flashing beacon, power supply equipment, and all necessary wiring and other equipment required to complete the installation in accordance with Commission requirements. The Applicant shall provide plans with the specific details of this installation for approval by the Commission. All costs associated with this installation shall be borne by the Applicant. These signs shall meet Missouri Department of Transportation standards.

(3) **PERMIT**: The Applicant shall obtain a permit from the Missouri Department of Transportation's District Office for the roadside flasher installation.

(4) **BOND**: The Applicant shall secure sufficient bond, as determined by the Commission's District Engineer or his authorized representative, for the construction of the proposed improvement on Commission right-of-way.

(5) **OWNERSHIP AND MAINTENANCE**: Upon completion of this installation, the Applicant shall own and be responsible for maintenance of all improvements that are made as part of the permit, and maintain those improvements the same as, and for all purposes, a part of the Applicant's street system at its own cost and expense and at no cost and expense whatsoever to the Commission. The Applicant shall maintain these items in accordance with any applicable provisions contained in the Commission's maintenance manual and in an aesthetically pleasing condition that will be safe to the

general public. The Applicant shall coordinate any planned maintenance activities that are accomplished pursuant to this Agreement with the Commission's representative and shall give a minimum of 1 week notice prior to any intended maintenance activity. In the event the Commission determines that the Applicant is not properly maintaining these items, the Commission will send a notice to the Applicant describing the nature of the condition that needs to be remediated. If the safety function of the roadway features are in any way deemed by the Commission to present an unsafe condition to vehicular or pedestrian traffic the Applicant shall make immediate accommodations to address the unsafe condition. Any modifications to the flasher equipment maintained by the Applicant shall be made by the Applicant after approval by the Commission.

(6) OPERATING COST: All initial and future electrical operating costs shall be borne by the Applicant.

(7) REMOVAL: If the Applicant fails to comply with the provisions stated herein regarding the operation and financial responsibilities, the Commission may remove the roadside flasher installation. If the Commission determines the roadside flasher is no longer justified, the Commission may remove same. In addition, the Commission may remove the roadside flasher from its right of way if the Commission, in its sole discretion, determines that the Applicant has abused the use of the roadside flasher. Abuse includes, but is not limited to, repeated activation of the roadside flasher when circumstances do not warrant its use. In addition, if the Commission, in its sole discretion, determines that the removal of the roadside flasher from the Commission's right of way is in the best interests of the state highway system, the Commission may remove the roadside flasher.

(8) OPERATION: The roadside flasher will be operational year-round when actuated by the pedestrian button.

(9) UTILITY LOCATING RESPONSIBILITY: The Applicant shall be responsible for any utility locate request information at the intersection(s) concerning any equipment not owned by the Commission.

(10) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, with the exception of hours of operation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Applicant and the Commission. Changes in hours of operation shall be submitted in writing to the Missouri Department of Transportation's District Office for approval.

(11) COMMISSION REPRESENTATIVE: The Commission's chief engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement.

(12) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations or for convenience by providing the Applicant with written notice of cancellation. Should the Commission exercise its right to cancel the contract for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Applicant.

(13) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

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

(15) INSURANCE:

(A) The Applicant is required or will require any contractor procured by the Applicant to work under this Agreement:

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(16) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the Applicant.

(17) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(18) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The Applicant shall comply with all state and federal laws and regulations relating to the performance of this Agreement.

(19) ASSIGNMENT: The Applicant shall not assign, transfer or delegate any interest or obligation in this Agreement without the prior written consent of the Commission.

(20) CONTINUING DURATION: The term of this Agreement will be of a continuing duration until terminated pursuant to the terms of this Agreement or by mutual consent of the parties.

(21) NO ADVERSE INFERENCE: This Agreement shall not be construed more strongly against one party or the other. The parties to this Agreement had equal access to, input with respect to, and influence over the provisions of this Agreement. Accordingly, no rule of construction which requires that any allegedly ambiguous provision be interpreted more strongly against one party than the other shall be used in interpreting this Agreement.

(22) ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and supersedes all prior written or oral communications between the parties regarding this subject.

(23) NO INTEREST: By contributing to the cost of the maintenance of this roadway, the Applicant gains no property interest in the roadway features or roadway whatsoever. The Commission shall not be obligated to keep the constructed roadway features or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway is in the best interests of the state highway system or the Commission.

(24) NON-LIABILITY OF COMMISSION PERSONNEL: Neither the commissioners, nor any other officer, official, employee, or agent of the Commission or Missouri Department of Transportation shall be *personally* responsible for any liability arising under or growing out of this Agreement.

(25) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission and Applicant as partners in a partnership or joint venture for any purpose whatsoever.

(26) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

(27) SUCCESSORS AND ASSIGNS: The provisions of this Agreement shall apply to and be binding upon the parties executing this Agreement, their successors, assigns, agents, subsidiaries, affiliates, and lessees, including officers, employees, agents, servants, corporations, and any persons acting under, through, or for the parties agreeing hereto.

[Remainder of Page Intentionally Left Blank]

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

Executed by Applicant this _____(date).

Executed by Commission this _____(date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

City of Jackson

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

By: _____
Secretary to the Commission

APPROVED AS TO FORM:

ATTEST:

By: _____
Commission Counsel

By: _____

Title: _____

Ordinance No. _____



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Jeff Winders, City Engineer

DATE: January 29, 2026

RE: MoDOT Program Agreement for Engineering Services – Hubble Creek Recreation Trail Phase 3A TAP9900(996)

As part of the continuation of the Hubble Creek Trail Project, the City has applied for and been awarded a TAP grant for the Hubble Creek Trail Phase 3A TAP 9900(996) from the Missouri Department of Transportation. The TAP grant award requires a program agreement between the City and MoDOT. Attached is the agreement for signature.

BILL NO. 26-__

ORDINANCE NO. 26-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION, RELATIVE TO ENGINEERING SERVICES FOR THE HUBBLE CREEK RECREATION TRAIL PROJECT, PHASE 3A; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the **Missouri Highways and Transportation Commission**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said agreement for and on behalf of the City of Jackson, Missouri.

Section 3. That the City Clerk of the City of Jackson is hereby authorized and directed to attest to the signature of the Mayor on the attached agreement.

Section 4. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion

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

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: February 2, 2026.

SECOND READING: February 2, 2026.

PASSED AND APPROVED this 2nd day of February, 2026, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

CCO Form: FS25
 Approved: 04/95 (MGB)
 Revised: 12/25 (MWH)
 Modified:

CFDA Number: 20.205
 CFDA Title: Highway Planning and Construction
 Award name/number: TAP - 9900(996)
 Award Year: (2026)
 Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
 TRANSPORTATION ALTERNATIVES PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and City of Jackson (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); Title 23 United States Code (USC) §101, §106 §133; and §208 funds to be used for transportation projects. The purpose of this Agreement is to grant the use of such transportation project funds to the City.

(2) LOCATION: The transportation funds which are the subject of this Agreement are for the project at the following location: West Jackson Blvd one mile South from High School/Football Stadium toward Jackson Soccer Park.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this Agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future

Transportation Enhancements Funds if the City does not meet the reasonable progress policy.

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

(5) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

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

(6) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(7) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(8) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §2000d and §2000e, *et seq.*), as well as any applicable titles of the Americans with Disabilities Act (ADA) (42 USC §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the ADA.

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation (USDOT) relative to nondiscrimination in federally assisted programs of the USDOT (Title 49 Code of Federal Regulations (CFR) Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age, or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age, or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the USDOT as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City

complies; and/or

2. Cancellation, termination, or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of this paragraph of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules, or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(9) ASSIGNMENT: The City shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the Commission.

(10) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(11) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(12) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(13) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the USDOT Form FHWA 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be

substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(14) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(15) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right of way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(16) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(17) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 45 percent not to exceed \$11,250. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any

federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. This agreement is to fund the design of this project only. All other costs shall be the sole responsibility of the City without any cost or expense to the Commission. Any costs other than eligible design costs are not eligible for federal reimbursement and shall be the sole responsibility of the City. A supplemental agreement to fund right of way (ROW) acquisition, construction costs, and construction engineering costs is subject to MoDOT receiving adequate future transportation funding. Should MoDOT not receive adequate future transportation funding to justify a Supplemental Agreement for this project, the City is not obligated to proceed with ROW acquisition or construction of this project. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(21) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers, and other evidence pertaining to costs incurred in connection with the Transportation Alternatives Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and

copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(22) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials, or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 USC §323.

(23) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by DBEs to be included in the City’s proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 CFR Part 26, as amended.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(26) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(27) AUDIT REQUIREMENTS: If the City expend(s) one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(28) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(29) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF JACKSON

By: _____

By: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: TAP-9900(996)

Construction of sidewalk along Hubble creek from West Jackson Blvd to Jackson Soccer Park.

Task	Date
Date funding is made available or allocated to recipient	9/15/2025
Solicitation for Professional Engineering Services (advertised)	Optional
Engineering Services Contract Approved	3/15/2026
Conceptual Study (if applicable)	Optional
Preliminary and Right-of-Way Plans Submittal (if Applicable)	N/A
Plans, Specifications & Estimate (PS&E) Submittal	N/A
Plans, Specifications & Estimate (PS&E) Approval	N/A
Advertisement for Letting	N/A
Bid Opening	N/A
Construction Contract Award or Planning Study completed (REQUIRED)	N/A

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

*** This schedule is dependent on a supplemental agreement to fund right of way acquisition, construction costs, and construction engineering costs and is subject to MoDOT receiving adequate future Transportation Alternatives funding.



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Liza Walker, Assistant City Administrator

DATE: January 29, 2026

RE: Grandview Acres Sanitary Sewer Improvement District 2R Liens

Following research of the Grandview Acres Sanitary Sewer Improvement District 2R Special Assessment Liens, City Attorney Curt Poore discovered that, per Chapter 88 of the Revised Statutes of Missouri, these liens have expired. Staff recommends release of these liens. However, please note that Section 3 of the proposed ordinance states that the City is allowed to charge a reasonable connection fee related to the City's cost for construction of the sanitary sewer system despite the lien releases.

If you have any questions, please do not hesitate to reach out.

BILL NO. 26-__

ORDINANCE NO. 26-__

AN ORDINANCE DECLARING THE EXPIRATION AND RELEASE OF SPECIAL ASSESSMENT LIENS ISSUED FOR THE GRANDVIEW ACRES SANITARY SEWER IMPROVEMENT DISTRICT 2R IN THE CITY OF JACKSON, MISSOURI.

WHEREAS, the City of Jackson, Missouri established the Grandview Acres Sanitary Sewer Improvement District 2R by Ordinance No. 3672, passed and approved on November 3, 1997, authorizing the construction of a sanitary sewer system in said district pursuant to Chapter 88 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the City levied special assessments against the lots and tracts of land within said District 2R and authorized the issuance of special assessment tax bills therefor by Ordinance No. 3844, passed and approved on June 7, 1999, with said tax bills issued on June 7, 1999, payable in accordance with Section 88.812 of the Revised Statutes of Missouri and bearing interest at the rate of 5.51% per annum from and after 60 days of the date of issue; and

WHEREAS, pursuant to Section 88.812 RSMo, each special tax bill constitutes a lien against the described lot, tract, or parcel of land for a period of ten (10) years after the date of issue, unless sooner paid; and

WHEREAS, the special assessment tax bills issued under Ordinance No. 3844 were not payable in installments, and therefore the liens created thereby expired on June 7, 2009, for any unpaid assessments; and

WHEREAS, certain properties within District 2R and its subdistricts 2R1, 2R2, 2R3, and 2R4 remain unpaid, as such properties have not been annexed into the City or have not connected to the sanitary sewer system; and

WHEREAS, more than ten (10) years have elapsed since the issuance of said special assessment tax bills, rendering the liens expired and unenforceable by operation of law; and

WHEREAS, the Board of Aldermen has determined that it is in the best interest of the City, its citizens, and the promotion of orderly development and annexation to formally declare the expiration of said liens on the unpaid properties and to authorize the execution and recording of releases to clear title.

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

Section 1. That the liens created by all unpaid special assessment tax bills issued pursuant to Ordinance No. 3844 for the Grandview Acres Sanitary Sewer Improvement District 2R and subdistricts 2R1, 2R2, 2R3, and 2R4 are hereby declared expired as of June 7, 2009, pursuant to Section 88.812 RSMo, and are no longer enforceable against the affected properties.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute a release of said expired liens for the unpaid properties within the District, in a form substantially similar to shown in Exhibit A, attached hereto and made a part hereof, and to record such release with the Recorder of Deeds, Cape Girardeau County, Missouri.

Section 3. That all provisions of Ordinance No. 3672 and Ordinance No. 3844 not in conflict with this Ordinance shall remain in full force and effect, including but not limited to requirements that any property owner who annexes to, or is annexed by, the City, or any property owner who connects to the District shall pay a connection fee reasonably related to the City's cost for the construction of the sanitary sewer system in the Grandview Acres Sanitary Sewer Improvement District 2R and its subdistricts 2R1, 2R2, 2R3, and 2R4.

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

Section 5. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: February 2, 2026.

SECOND READING: February 2, 2026.

PASSED AND APPROVED this 2nd day of February, 2026, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

RELEASE OF SPECIAL ASSESSMENT LIENS

The City of Jackson, Missouri, a fourth-class city organized and existing under the laws of the State of Missouri (the "City"), for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby release, remise, and forever discharge all liens created by the Special Assessment Tax Bills issued pursuant to Ordinance No. 3844 on June 7, 1999, for the Grandview Acres Sanitary Sewer Improvement District No. 2R and its subdistricts 2R1, 2R2, 2R3, and 2R4 (collectively, the "District"), against those properties within the District that have not paid the special assessments levied thereon, due to such properties either not having been annexed into the City or not having connected to the sanitary sewer system.

WHEREAS, pursuant to Missouri Revised Statutes Section 88.812 and City Ordinances No. 3672 and No. 3844, the City formed the District for the construction of a sanitary sewer system and issued Special Assessment Tax Bills on June 7, 1999, which created liens on the properties within the District; and

WHEREAS, Section 88.812 RSMo provides that such liens shall endure for a period of no longer than ten (10) years from the date of issuance, unless paid sooner; and

WHEREAS, more than ten (10) years have elapsed since the issuance of said Special Assessment Tax Bills on June 7, 1999; and

WHEREAS, certain properties within the District remain unpaid as they have not been annexed into the City or have not connected to the sanitary sewer system; and

WHEREAS, the City has determined that the liens on such unpaid properties have expired by operation of law and desires to formally release any claim to such liens to clear title and facilitate development and potential annexation.

NOW, THEREFORE, the City hereby acknowledges that the liens created by the unpaid Special Assessment Tax Bills for the District have expired and are no longer enforceable. The City hereby releases, discharges, and forever quits claim to any and all right, title, interest, lien, or claim

of lien it may have had against all properties within the District, as described in Exhibit A attached hereto and made a part hereof.

This release shall not affect any other obligations or rights of the City, including but not limited to that any property owner who annexes to, or is annexed by, the City, or any property owner who connects to the District shall pay a connection fee reasonably related to the city's cost for the construction of the sanitary sewer system in the Grandview Acres Sanitary Sewer Improvement District 2R and its subdistricts 2R1, 2R2, 2R3, and 2R4.

This Release may be executed in counterparts and shall be recorded with the Recorder of Deeds of Cape Girardeau County, Missouri.

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

CITY:

CITY OF JACKSON, MISSOURI

By: _____
Dwain L. Hahs, Mayor

ATTEST:

Angela Birk, City Clerk

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

On this _____ day of _____, 2026, before me, _____, a Notary Public in and for said state personally appeared, Dwain L. Hahs, Mayor for the City of Jackson, and Angela Birk, City Clerk for the City of Jackson, Missouri, know to me to be the persons who executed the within instrument in behalf of said political subdivision and acknowledged to me that they executed the same for the purposes therein stated.

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

Notary Public
Printed Name: _____

(SEAL)
My commission expires: _____

EXHIBTA

SEWER DISTRICT 2R

A TRACT OF LAND LOCATED IN UNITED STATES PRIVATE SURVEY No.'s 179, 186, 527, 1266 AND 2255 ALL LOCATED IN TOWNSHIP 31 NORTH, RANGE 12 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the southwest corner of United States Private Survey No. 179, Township 31 North, Range 12 East; Thence along the south line of said Survey No. 179 S 83°00'00" E, 1490.43 feet to the TRUE POINT OF BEGINNING:

Thence N 04°48'45" E, 750.58 feet; Thence N 43°55'53" E, 248.15 feet; Thence N 02°09'34" W, 689.65 feet; Thence N 47°56'21" E, 747.15 feet; Thence S 68°44'24" E, 435.58 feet; Thence N 68°00'56" E, 451.67 feet; Thence N 33°36'12" E, 591.14 feet; Thence N 25°31'27" W, 234.47 feet to the southwest corner of a tract of land recorded in the land records of the County Recorder's Office in Book 833 at Page 296; Thence along the west line of said tract the following courses and distances,

N 02°51'08" W, 139.87 feet; Thence N 01°04'43" W, 144.07 feet; Thence N 17°38'57" E, 517.72 feet; Thence leaving said west line and along the north line of said tract S 85°17'19" E, 1191.92 feet; Thence S 29°17'34" E, 506.91 feet; Thence S 07°05'22" E, 2098.06 feet; Thence S 21°04'03" W, 1746.78 feet; Thence S 05°41'23" E, 1141.47 feet to the southeast corner of a tract of land recorded in the land records of the County Recorder's Office in Book 172 at Page 270; Thence N 82°10'11" W, 1388.58 feet; Thence N 17°22'56" W, 395.84 feet; Thence N 86°10'17" W, 1020.80 feet; Thence N 04°52'05" E, 1039.59 feet; Thence N 82°59'23" W, 725.06 feet; Thence N 04°48'45" E, 20.02 feet to the point of beginning containing 295.0 acres (12,851,814 square feet).

MEMO



TO: Mayor Hahs and Members of the Board
FROM: Larry Miller, Building & Planning Manager
DATE: January 29, 2026
SUBJECT: Plat of Abbottsford Land Management LP #1 Subdivision

This bill proposes an Ordinance approving the Plat of Abbottsford Land Management LP #1 Subdivision, submitted by Abbottsford Land Management LP. The subdivision creates two lots, with Lot 2 designated for a new City water tower. Three variances are included with the request: (1) deferral of the detention basin, (2) relief from the lot frontage requirement, and (3) authorization to combine the preliminary and final plat into a single approval. Because variances are included, approval requires a supermajority of six (6) affirmative votes out of the eight (8) Board members.

BILL NO. 26-__

ORDINANCE NO. 26-__

AN ORDINANCE ACCEPTING THE FINAL PLAT OF ABBOTTSFORD LAND MANAGEMENT LP #1 SUBDIVISION; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID FINAL PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID FINAL PLAT; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Abbottsford Land Management LP (“Developer”) has platted Abbottsford Land Management LP #1 Subdivision as located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the Developer has requested variances from the requirements of Sec. 57-10 which are: to allow submission of the preliminary plat with the final plat; to defer storm water detention plans until the future development of the property; and to not require minimum lot frontage of fifty (50) feet; and

WHEREAS, the Developer has complied with all of the city ordinances and, in particular, Chapter 57 of the Code of Ordinances of the City of Jackson, Missouri, except for those variances to which the Board of Aldermen has granted the Developer.

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

Section 1. The Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of Abbottsford Land Management LP #1 Subdivision, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein; subject to variances from the requirements of Sec. 57-10 which are: to allow submission of the preliminary plat with the final plat; to defer storm

water detention plans until future development of the property; and to not require minimum lot frontage of fifty (50) feet.

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

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

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

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

FIRST READING: February 2, 2026.

SECOND READING: February 2, 2026.

PASSED AND APPROVED this 2nd day of February, 2026, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



SUBDIVISION APPLICATION

City of Jackson, Missouri

NAME OF SUBDIVISION: Abbottsford Land Management LP #1

DATE OF APPLICATION: 1-8-2026

TYPE OF APPLICATION:

<input type="checkbox"/>	PRELIMINARY PLAT
<input checked="" type="checkbox"/>	FINAL PLAT
<input type="checkbox"/>	MINOR SUBDIVISION
<input type="checkbox"/>	RESUBDIVISION

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

Property Owner Name(s): Abbottsford Land Management LP

Mailing Address: 276 S Mt Auburn

City, State ZIP: Cape Girardeau, MO 63703

ENGINEER / SURVEYING COMPANY: Klingner Engineering

Engineer / Surveyor Contact: Chris Koehler

Mailing Address: 194 Coker Ln

City, State ZIP: Cape Girardeau, MO 63701

Contact's Phone: 573-335-3026

CONTACT PERSON HANDLING APPLICATION:

Contact Name: City of Jackson

Mailing Address: 101 Court St

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-243-2300

Email Address (if used): permits@jacksonmo.org

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) |


I-3 (Planned Industrial Park)

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

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

OWNER SIGNATURES:

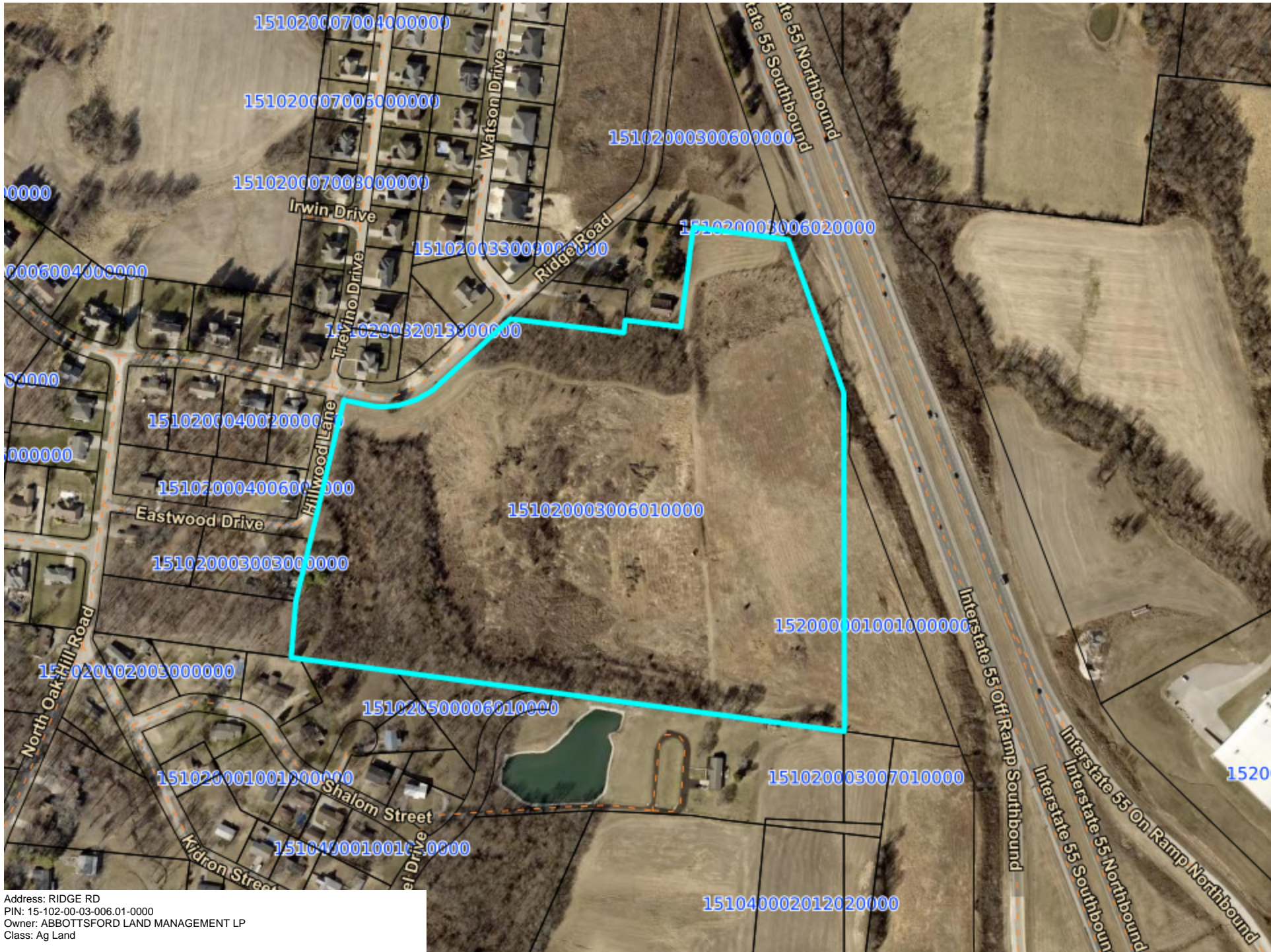
I state upon my oath that all of the information contained in this application is true. *(Signatures of all persons listed on the current property deed and the authorized signer(s) for any owning corporation or trust.)*



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. 2029
Email: permits@jacksonmo.org



Address: RIDGE RD
 PIN: 15-102-00-03-006.01-0000
 Owner: ABBOTTSFORD LAND MANAGEMENT LP
 Class: Ag Land

01/12/2026

Mr. Larry Miller
Building & Planning Superintendent
City of Jackson, Missouri
101 Court Street
Jackson, MO 63755

RE: ABBOTTSFORD LAND MANAGEMENT LP #1 SUBDIVISION

Dear Mr. Miller:

This letter was prepared on behalf of Mr. Earl Norman to address in part the comments from the staff review of the above noted subdivision.

1. Mr. Norman requests a variance to defer storm water detention until the future development of the property.
2. Mr. Norman requests a variance to the minimum lot frontage requirement of 50' for C-2 zoning on Lot 2 as the existing access easement recorded in Deed #2008-03766 will provide access to the lot.
3. Mr. Norman requests a variance from the Land Subdivision Regulations to allow the preliminary and final plat to be combined.

I believe this fully addresses the staff concerns which were not addressed on the revised plat, however if you need any further information, have any questions, or if I can be of any further assistance in any capacity, please contact me at your earliest convenience.

As always, if you have any questions please do not hesitate to contact us.

Sincerely,

KLINGNER & ASSOCIATES, P.C.

Chris Koehler, PE, PLS
Request Approved by Owner:

Mr. Tim Goodman
On behalf of Mr. Earl Norman

1/13/26
Date:



City of Jackson

TO: Mayor and Board of Aldermen

FROM: Janet Sanders, Director of Public Works

DATE: January 29, 2026

RE: Savers Farm Subdivision Phase 8

Attached is the final plat of Savers Farm Subdivision Phase 8. Infrastructure for this subdivision has been installed, tested, and approved, and is ready for acceptance by the City. Electric for this subdivision is provided by Ameren. All other public infrastructure will be owned and maintained by the City.

The following two action items for amendments to the Stop Street Designation Schedule and the Parking Prohibited Schedule are presented as a result of the final plat of Savers Farm Subdivision Phase 8.

BILL NO. 26-__

ORDINANCE NO. 26-__

AN ORDINANCE ACCEPTING THE FINAL PLAT OF SAVERS FARM SUBDIVISION PHASE 8; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, Cape Land & Development, LLC (“Developer”), has platted Savers Farm Subdivision Phase 8 all of which is located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, Developer has designed the required improvements and has committed to construct said improvements; and,

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of Savers Farm Subdivision Phase 8, which is attached hereto as Exhibit A, including all easements, right-of-way streets and improvements indicated thereon subject to the terms and conditions expressed therein.

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

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

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

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

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

FIRST READING: February 2, 2026.

SECOND READING: February 2, 2026.

PASSED AND APPROVED this 2nd day of February, 2026, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



SUBDIVISION APPLICATION City of Jackson, Missouri

EXHIBIT	
tabbies	A

NAME OF SUBDIVISION: Savers Farm 8

DATE OF APPLICATION: 1-28-2026

- TYPE OF APPLICATION:
- PRELIMINARY PLAT
 - FINAL PLAT
 - MINOR SUBDIVISION
 - RESUBDIVISION

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

Property Owner Name(s): Cape Land & Development LLC

Mailing Address: 2985 Boutin Drive

City, State ZIP: Cape Girardeau, MO 63701

ENGINEER / SURVEYING COMPANY: Strickland Engineering

Engineer / Surveyor Contact: _____

Mailing Address: 113 West Main St #1

City, State ZIP: Jackson MO 63755

Contact's Phone: 573-243-4080

CONTACT PERSON HANDLING APPLICATION:

Contact Name: Brandon O. Williams

Mailing Address: 2985 Boutin Drive

City, State ZIP: Cape Girardeau MO 63701

Contact's Phone: 573-382-7373

Email Address (if used): bowconstruction@ADL.com

CURRENT ZONING: (circle all that apply)

- | | |
|---|---|
| <input type="checkbox"/> R-1 (Single-Family Residential) | <input type="checkbox"/> C-1 (Local Commercial) |
| <input checked="" type="checkbox"/> R-2 (Single-Family Residential) | <input type="checkbox"/> C-2 (General Commercial) |
| <input type="checkbox"/> R-3 (One- And Two-Family Residential) | <input 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) |

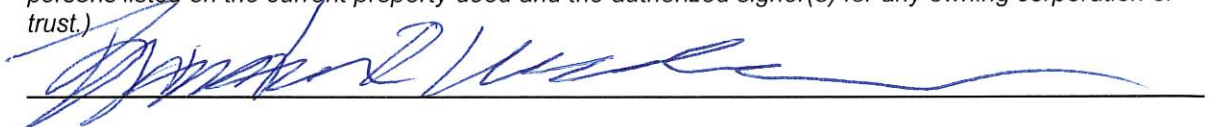
I-3 (Planned Industrial Park)

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

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

OWNER SIGNATURES:

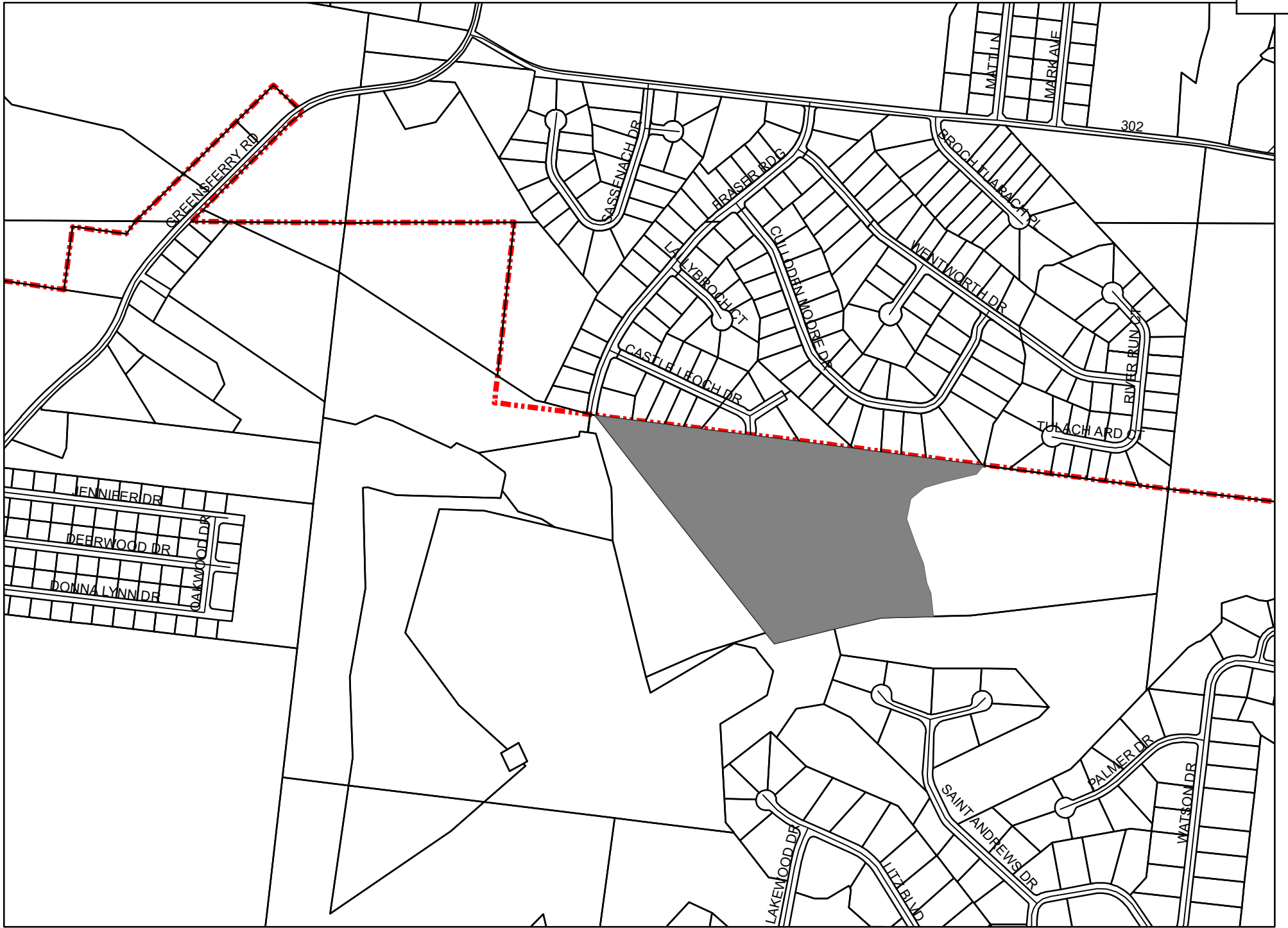
I state upon my oath that all of the information contained in this application is true. *(Signatures of all persons listed on the current property deed and the authorized signer(s) for any owning corporation or trust.)*



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. 2029
Email: permits@jacksonmo.org



Location Map
Savers Farm Subdivision Phase 8

jls 1/28/26

BILL NO. 26-__

ORDINANCE NO. 26-__

AN ORDINANCE AMENDING THE "STOP STREET DESIGNATION SCHEDULE, SCHEDULE VI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING CERTAIN STOP STREET DESIGNATIONS.

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

Section 1. The "Stop Street Designation Schedule, Schedule VI," passed and approved on the 18th day of November, 1985, is hereby amended by adding the following stop street designations:

JACOBITE LANE: On both sides of Jacobite Lane at its intersection with Castle Leoch Drive.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Stop Street Designation Schedule, Schedule VI," of the City of Jackson, Missouri, and the City Clerk is hereby directed to amend said schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause stop signs to be added at the above street in accordance herewith.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

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

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

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

FIRST READING: February 2, 2026.

SECOND READING: February 2, 2026.

PASSED AND APPROVED this 2nd day of February, 2026, by a vote of ___ ayes, ___ nays,
___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

BILL NO. 26-__

ORDINANCE NO. 26-__

AN ORDINANCE AMENDING THE "PARKING PROHIBITED SCHEDULE, SCHEDULE IX," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING NO PARKING DESIGNATIONS.

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

Section 1. The "Parking Prohibited Schedule, Schedule IX," passed and approved on the 18th day of November, 1985, is hereby amended by adding the following no parking designations:

CASTLE LEOCH DRIVE: On the east side of Castle Leoch Drive for its entire distance.

JACOBITE LANE: On the south side of Jacobite Lane for its entire distance.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Parking Prohibited Schedule, Schedule IX," and the City Clerk of the City of Jackson, Missouri, is hereby directed to replace said schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause appropriate signs to be added at the locations set forth hereinabove.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

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

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

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

FIRST READING: February 2, 2026.

SECOND READING: February 2, 2026.

PASSED AND APPROVED this 2nd day of February, 2026, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk