



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, February 07, 2022 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 18, 2022.

FINANCIAL AFFAIRS

3. Motion approving the payment of monthly bills.

ACTION ITEMS

Power, Light, and Water Committee

4. Motion amending the 2021 City of Jackson Annual Budget, relative to funds exceeding their 2021 appropriations.
5. Motion approving Task Order Authorization No. 22-01, in the amounts of \$60.00 per hour for a Resident Inspector and \$110.00 per hour for an Engineer IV, to Strickland Engineering, Inc., of Jackson, Missouri, for providing inspection services, under the Water System Facility Plan Implementation and East Main Street Concrete Improvements Project - Phase 2, Project 2C.
6. Motion approving Change Order No. 1, to Tom Beussink Excavating, Inc., of Jackson, Missouri, relative to the Grading and Site Preparation Project for the I-55 Electrical Substation.
7. Motion accepting the proposal of Townsend Tree Service Company, LLC, of Muncie, Indiana, for an additional term, relative to the Tree Trimming for Electrical Transmission and Distribution Line Clearances Program.
8. Bill proposing an Ordinance extending a contractual agreement with Townsend Tree Service Company, LLC, for an additional term, relative to the Tree Trimming for Electrical Transmission and Distribution Line Clearances Program.
9. Bill proposing an Ordinance authorizing a contractual agreement with Ronald Joe Leckie, relative to the Medical Director/Consultant for Jackson Fire Rescue.

- [10.](#) Bill proposing an Ordinance approving a Memorandum of Understanding with Daniel H. Rau, for an electric line relocation at 1962 Watson Drive in Bent Creek Spring Lake Addition.
- [11.](#) Bill proposing an Ordinance indicating the City of Jackson's intent to participate in the Show-Me Green Sales Tax Holiday, starting on April 19 and ending April 25, 2022.
- [12.](#) Bill proposing an Ordinance authorizing a contractual agreement with the Humane Society of Southeast Missouri, of Cape Girardeau, Missouri, relative to providing services.

Street, Sewer, and Cemetery Committee

13. Motion approving the Mayor's appointment of Eric Fraley to the Planning & Zoning Commission, filling an unexpired term ending May, 2022.
14. Motion approving the Mayor's appointment of Michelle Flath to the Park Board, filling an unexpired term ending May, 2023.
15. Motion to bring from the table a Bill proposing an Ordinance approving a Special Use Permit for a daycare in an R-4 (General Residential) District, at 804 East Main Street, as submitted by Little Buttercups, LLC.
- [16.](#) Bill proposing an Ordinance approving a Special Use Permit for a daycare in an R-4 (General Residential) District, at 804 East Main Street, as submitted by Little Buttercups, LLC.
- [17.](#) Bill proposing an Ordinance approving the annexation of 4.0 acres of property at 2336 South Old Orchard Road, as submitted by KB413, LLC.
- [18.](#) Bill proposing an Ordinance approving the rezoning of 4.0 acres of property at 2336 South Old Orchard Road, from R-1 (Single-Family Residential) District to C-2 (General Commercial) District, as submitted by KB413, LLC.
- [19.](#) Bill proposing an Ordinance approving an annexation agreement with Independence Self Storage, LLC, relative to the voluntary annexation of the property at 720 South Old Orchard Road.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

20. Report by Mayor
21. Reports by Board Members
22. Report by City Attorney
23. Report by City Administrator
24. Discussion of future agenda items

EXECUTIVE SESSION

Motion to have executive session. Litigation, personnel, and purchase of property. Authority is Section 610.021 and 610.022, Revised Statutes of Missouri, as amended.

ADJOURN

Posted on 02/04/2022 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Joe Bob Baker, Larry Cunningham, Paul Sander, Katy Liley, David Hitt, Tommy Kimbel, David Reiminger, and Wanda Young. Present-8; Absent-0.

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

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

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

Motion to Adopt the Agenda)

Motion made by Alderman Baker, seconded by Alderman Cunningham, to adopt the agenda, as presented. Ayes-8; Nays-0; Absent-0.

Public Hearing to Consider the)
 Voluntary Annexation of 2336 South)
 Old Orchard Road, as submitted by)
 KB413, LLC)

Now comes forth a Public Hearing to consider the voluntary annexation of 4.0 acres of property located at 2336 South Old Orchard Road, as submitted by KB413, LLC.

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

No one comes forward to speak during the Public Hearing.

The Public Hearing is now closed by Mayor Hahs.

Public Hearing to Consider the)
 Rezoning of 2336 South Old Orchard)
 Road, as submitted by KB413, LLC)

Now comes forth a Public Hearing to consider the rezoning of 4.0 acres of property located at 2336 South Old Orchard Road, from R-1 (Single-Family Residential) District to C-2 (General Commercial) District, as submitted by KB413, LLC.

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

No one comes forward to speak during the Public Hearing.

The Public Hearing is now closed by Mayor Hahs.

Public Hearing to Consider a Special)
 Use Permit for a daycare at 804 East)
 Main Street, as submitted by Little)
 Buttercups, LLC)

Now comes forth a Public Hearing to consider a Special Use Permit for a daycare in an R-4 (General Residential) District, at 804 East Main Street, as submitted by Little Buttercups, LLC.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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

Now comes forth Ashley Shores of 1864 Bella Vista Drive and applicant of the Special Use Permit to provide information on the request. The proposed number of children to provide care for is between 30-35, 8 parking spaces are required – initial plans allow for 13 parking spaces, plans for the home have not been approved by the State Fire Marshal because Mrs. Shores does not own the property yet, 5-6 employees will be employed with only 4 working at a time, and there will be no residential use at the location under the proposed Special Use Permit.

Now comes forth Alderman Cunningham to question the recommendation to deny the permit from the Planning & Zoning Commission and the plans for the parking/driveway.

Now comes forth applicant, Mrs. Shores, to state that her initial request was for a daycare to hold 50-60 children and not the new number of 30-35 children based on approximate qualifying square footage of the home. The plans for the driveway include taking out the garage and looping the drive around the house from North Bellevue Street to Main Street.

Now comes forth Alderman Sander to question if the garage being torn down to alleviate traffic congestion is a guarantee.

Now comes forth Mrs. Shores to state that the garage must be torn down to allow for the required parking.

Now comes forth Kevin Schama of 108 North Bellevue Street to state concerns that he and his wife, Veronica, have of noise and traffic. Mr. and Mrs. Schama live next door to the location of the proposed daycare. Mr. Schama doesn't agree with the location being used as commercial and recommends a commercial location available on Main Street.

Now comes forth Alderman Sander to question Building & Planning Manager Janet Sanders on where the nearest commercial zone is located to the proposed daycare. Mrs. Sanders to state that the closest property is the Hope House which is diagonally across Main Street from the proposed daycare and that rezoning the property at 804 East Main Street would not be allowed because it is not considered contiguous.

The Public Hearing is now closed by Mayor Hahs.

Motion to Approve the Minutes of the)
 January 3, 2022, Regular Board)
 Meeting)

Motion made by Alderman Cunningham, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, January 3, 2022. Ayes-8; Nays-0; Absent-0.

Motion to Approve the City Collector's)
 Electric, Water & Sewer, Taxes &)
 Licenses, and Refuse Report for)
 December, 2021)

Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses, and Refuse Report for December, 2021. Ayes-8; Nays-0; Absent-0.



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 18, 2022 at 6:00 PM

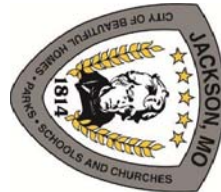
Board Chambers, City Hall, 101 Court St.

MINUTES

COLLECTOR'S REPORT

DECEMBER COLLECTIONS 2021

UTILITY SERVICE COLLECTIONS	ELECTRIC/SECURITY LIGHT (EL/SL)	WATER/PRIMACY (WA/PF)	SEWER (SE)	LANDFILL (TR)	GENERAL REVENUE	TOTALS
SERVICE CHARGES	1,096,576.79	219,434.21	191,631.00	56,129.97		1,563,771.97
LATE FEES	5,138.79	1,252.99	1,096.62	303.40		7,791.80
SALES TAX	34,231.44	6,703.13				40,934.57
RECONNECT FEES	1,800.00					1,800.00
RETURNED TRANSACTION FEES	150.00					150.00
CUSTOMER RELOCATION FEES					350.00	350.00
TRASH STICKERS				1,771.00		1,771.00
UTILITY COLLECTIONS	1,137,897.02	227,390.33	192,727.62	58,204.37	350.00	1,616,569.34
Adjustments/Refund/Return Checks - Services						-
Adjustments/Refund/Return Checks - Penalties						-
Adjustments/ Refund/Return Checks - Taxes						-
Adjustments/Service Fees for Returns						-
Adjustments/Payments/Overpayments - Services						-
Adjustments/Payments/Overpayments - Penalties						-
WATER SOLD AT PLANT - Taxes		186.94				186.94
NET UTILITY COLLECTIONS	1,137,897.02	227,577.27	192,727.62	58,204.37	350.00	1,616,756.28
BUSINESS / CONTRACTOR LICENSES					13,605.00	13,605.00
EVENT CHARGES / MISC.						-
NON-UTILITY COLLECTIONS	-	-	-	-	13,605.00	13,605.00
MISC. ADJUSTMENTS						-
INTEREST ON FUNDS						5.18
CASH IN BANK						1,630,366.46
MISSOURI SALES TAX PAYMENT	(34,231.44)	(6,890.07)				(41,121.51)
Money Due to City Treasurer					\$	1,589,244.95
Respectfully Submitted,						
<i>Jason Bussino</i>						
City Collector						



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING


Tuesday, January 18, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve City Collector's
Electric, Water, Sewer, Taxes &
Licenses and Refuse Annual Report
for 2021)
)
)
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Motion made by Alderwoman Young, seconded by Alderman Kimbel, to approve the
City Collector's Electric, Water & Sewer, Taxes & Licenses and Refuse Annual Report for
2021. Ayes-8; Nays-0; Absent-0.

COLLECTOR'S REPORT						
ANNUAL COLLECTIONS 2021						
UTILITY SERVICE	ELECTRIC/SECURITY LIGHT (EL/SL)	WATER/PRIMACY (WA/PF)	SEWER (SE)	LANDFILL (TR)	GENERAL REVENUE	TOTALS
COLLECTIONS						
SERVICE CHARGES	15,679,332.58	2,693,655.56	2,305,427.45	664,993.36	-	21,343,408.95
LATE FEES	70,699.45	13,966.24	12,038.28	3,256.17	-	99,960.14
SALES TAX	495,965.46	82,356.62	-	-	-	578,322.08
RECONNECT FEES	17,587.85	-	-	-	-	17,587.85
RETURNED TRANSACTION FEES	4,043.41	-	-	-	-	4,043.41
CUSTOMER RELOCATION FEES	-	-	-	-	5,075.00	5,075.00
TRASH STICKERS	-	-	-	17,887.00	-	17,887.00
UTILITY COLLECTIONS	16,267,628.75	2,789,978.42	2,317,465.73	686,136.53	5,075.00	22,066,284.43
Adjustments/Refund/Return Checks - Services	(152.35)	(30.47)	(27.90)	(10.23)	-	(220.95)
Adjustments/Refund/Return Checks - Penalties	(17.18)	(3.12)	(2.79)	(1.02)	-	(24.11)
Adjustments/ Refund/Return Checks - Taxes	(4.19)	(0.75)	-	-	-	(4.94)
Adjustments/Service Fees for Returns	-	-	-	-	-	(7.00)
Adjustments/Payments/Overpayments - Services	-	-	-	-	-	-
Adjustments/Payments/Overpayments - Penalties	-	-	-	-	-	-
Adjustments/Payments/Overpayments - Taxes	-	186.94	-	-	-	186.94
NET UTILITY COLLECTIONS	16,267,455.03	2,790,131.02	2,317,435.04	686,125.28	5,075.00	22,066,214.37
BUSINESS / CONTRACTOR LICENSES	-	-	-	-	23,937.50	23,937.50
EVENT CHARGES / MISC.	2,245.00	-	-	-	-	2,245.00
NON-UTILITY COLLECTIONS	2,245.00	-	-	-	23,937.50	26,182.50
MISC. ADJUSTMENTS	-	-	-	-	-	-
INTEREST ON FUNDS	-	-	-	-	-	101.24
CASH IN BANK	-	-	-	-	-	22,092,498.11
MISSOURI SALES TAX PAYMENT	(495,961.27)	(82,542.81)	-	-	-	(578,504.08)
Money Due to City Treasurer					\$	21,513,994.03
Respectfully Submitted,						
						
City Collector						



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve the December, 2021)
 City Clerk's and Treasurer's Reports)

Motion made by Alderman Kimbel, seconded by Alderwoman Liley, to approve the City Clerk's and City Treasurer's Reports for December, 2021. The City Clerk's Report is as follows: Electric Receipts - \$8,040.20; Cemetery Receipts – \$5,825.00; Water Receipts - \$5,323.25; Wastewater Receipts - \$0.00; General Revenue Receipts – \$21,874.95; Inmate Security Fund - \$36.00; Park Receipts - \$0.00; Park Foundation Receipts - \$0.00; Transportation Sales Tax Receipts - \$1,021.50; Recreational Development Receipts - \$93.00; Recreation Sales Tax Receipts - \$7,180.25; Trust & Agency Receipts - \$0.00; Landfill Receipts - \$4,020.60; Sales Tax Fund - \$0.00; and Stormwater Maintenance Receipts - \$487.56. The Water & Light Deposit balance as of December 1, 2021 – \$320,329.34; Deposits - \$12,850.49; Refunds - \$15,684.16; balance as of December 31, 2021 – \$317,495.67. Ayes-8; Nays-0; Absent-0.



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 18, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

CITY TREASURER'S REPORT FOR DECEMBER, 2021							
FUND	FUND BALANCES 12-01-2021	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 12-31-2021	INVESTMENTS	CASH BALANCE 12-31-2021
ELECTRIC FUND							
Operation & Maintenance	-	1,025,393.01	11,560.95	1,036,953.96	-	-	-
Electric Surplus	5,191,271.25	121,491.69	-	20,456.02	5,292,306.92	4,142,272.88	1,150,034.04
Electric Capital Projects	6,518,827.52	-	-	-	6,518,827.52	6,412,000.00	106,827.52
General Revenue	1,212,595.30	912,906.77	360,611.33	511,970.62	1,974,142.78	1,395,000.00	579,142.78
Landfill Fund	637,161.66	62,226.60	(13,873.06)	46,026.14	639,489.06	500,000.00	139,489.06
City Park Fund	9,609.79	174,952.01	(7,470.87)	29,332.31	147,758.62	-	147,758.62
Public Park Foundation Fund	138,137.73	-	-	-	138,137.73	-	138,137.73
Cemetery Fund	725,739.36	111,451.23	(4,324.45)	10,889.09	821,977.05	299,000.00	522,977.05
Band Fund	-	104,535.53	-	38,543.03	65,992.50	-	65,992.50
Stormwater Maintenance Fund	273,551.63	487.56	-	-	274,039.19	61,000.00	213,039.19
ARPA Fund	1,496,845.37	-	-	-	1,496,845.37	-	1,496,845.37
Road Use Tax Fund	949,480.35	51,444.94	(19,166.66)	-	981,758.63	750,000.00	231,758.63
Sales Tax Fund	3,216,871.22	248,649.00	(26,697.99)	7,100.00	3,431,722.23	3,367,372.66	64,349.57
Fire Protection Sales Tax	91,568.87	59,335.54	(147,571.41)	-	3,333.00	-	3,333.00
Recreation Sales Tax	132,700.85	66,515.82	(12,974.17)	19,657.77	166,584.73	-	166,584.73
Public Safety Sales Tax	197,110.44	118,667.15	(314,777.59)	-	1,000.00	-	1,000.00
Trust and Agency Fund	991,502.12	15,345.35	16,683.93	40,265.28	983,266.12	720,000.00	263,266.12
Recreational Development	5,901.92	93.00	(677.74)	360.97	4,956.21	-	4,956.21
Transportation Sales Tax	2,642,547.01	260,821.33	(13,347.96)	197,174.05	2,692,846.33	2,273,000.00	419,846.33
I-55 Corridor Special Allo.	425,746.99	26,696.27	53,393.85	337,137.01	168,700.10	-	168,700.10
Capital Projects Construct.	-	-	-	-	-	-	-
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	347,460.51	32,900.20	155,699.80	139,406.72	396,653.79	-	396,653.79
Inmate Security Fund	13,633.12	154.50	-	-	13,787.62	-	13,787.62
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	104,237.35	(19,861.21)	84,376.14	-	-	-
Water Replacement	695,415.07	-	-	-	695,415.07	658,000.00	37,415.07
Water & Sewer Revenue Bond	106,464.32	50,429.11	(17,743.91)	109,118.52	30,031.00	-	30,031.00
Water & Sewer Deprec. Res	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserv	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,191,522.77	205,406.15	17,743.91	94,824.71	9,319,848.12	8,826,452.91	493,395.21
Wastewater Operation & Ma	-	70,206.41	(17,206.75)	52,999.66	-	-	-
Wastewater Replacement	1,121,496.35	-	-	-	1,121,496.35	1,118,368.29	3,128.06
W & S Construction Fund	1,981,035.77	-	-	7,981.47	1,973,054.30	200,000.00	1,773,054.30
TOTALS	38,427,814.36	3,824,346.52	-	2,784,573.47	39,467,587.41	30,832,466.74	8,635,120.67
Respectfully Submitted,					Cash on Hand	1,475.00	
					General Account	6,644,129.86	
					Collectors Account	1,589,244.95	
					Equitable Sharing Fund	3,617.07	
					Health Insurance Fund	396,653.79	
Liza Walker, City Clerk/Treasurer (signed)					TOTAL	8,635,120.67	



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 18, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Approve the Semi-Annual)
Financial Statement Ending December)
31, 2021

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to approve the Semi-Annual Financial Statement ending December 31, 2021. Ayes-8; Nays-0; Absent-0.

CITY OF JACKSON, MISSOURI - SEMI-ANNUAL FINANCIAL STATEMENT FOR THE PERIOD FROM JULY 1, 2021, TO DECEMBER 31, 2021					
	FUND BALANCES 07-01-2021	RECEIPTS	TRANSFER OF FUNDS	DISBURSE- MENTS	FUND BALANCES 12-31-2021
ELECTRIC FUND					
Operation & Maintenance	-	6,474,347.71	63,284.26	6,537,631.97	-
Electric Reserve Fund	-	-	-	-	-
Electric Surplus Fund	3,181,443.97	2,245,254.42	-	134,391.47	5,292,306.92
Capital Projects Fund	6,535,760.02	-	-	16,932.50	6,518,827.52
General Revenue	1,768,607.48	1,193,972.42	2,148,826.77	3,137,263.89	1,974,142.78
Landfill Fund	555,318.61	400,803.38	(51,165.47)	265,467.46	639,489.06
City Park Fund	166,598.17	179,746.82	6,197.02	204,783.39	147,758.62
Public Park Foundation Fund	227,233.03	13,750.70	-	102,846.00	138,137.73
Cemetery Fund	745,484.97	184,805.60	(24,880.29)	83,433.23	821,977.05
Band Fund	-	106,265.57	-	40,273.07	65,992.50
Stormwater Fund	269,343.70	5,085.49	-	390.00	274,039.19
ARPA Fund	-	1,496,845.37	-	-	1,496,845.37
Road Use Fund	1,113,099.80	306,867.41	(158,839.31)	279,369.27	981,758.63
Sales Tax Fund	3,880,064.73	1,493,438.86	(1,369,874.92)	571,906.44	3,431,722.23
Fire Protection Sales Tax Fund	3,333.00	327,637.63	(327,637.63)	-	3,333.00
Recreation Sales Tax Fund	80,425.19	363,879.48	(160,998.71)	116,721.23	166,584.73
Public Safety Sales Tax	1,000.00	655,189.11	(655,189.11)	-	1,000.00
Trust and Agency Fund	1,062,044.61	222,086.24	163,406.97	464,271.70	983,266.12
Recreational Development	26,656.14	27,009.73	20,622.39	69,332.05	4,956.21
Transportation Sales Tax	2,748,580.04	807,959.43	(623,182.89)	240,510.25	2,692,846.33
I-55 Corridor Special Allocation	1,131,440.11	114,875.40	224,740.67	1,302,356.08	168,700.10
Capital Projects Construction Fund	-	-	-	-	-
CDBG Grant Fund	-	-	-	-	-
Health Insurance Fund	270,244.33	225,451.30	952,911.08	1,051,952.92	396,653.79
Inmate Security Fund	12,957.12	830.50	-	-	13,787.62
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07
WATER & SEWER FUND					
Water Operation & Maintenance	-	526,156.16	(111,111.25)	415,044.91	-
Water Replacement	674,354.57	21,060.50	-	-	695,415.07
Water & Sewer Revenue Bond	3,484.77	474,241.06	(17,743.91)	429,950.92	30,031.00
Water & Sewer Deprec. Reserve	30,000.00	-	-	-	30,000.00
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00
Water & Sewer Surplus	8,374,163.15	1,398,865.67	17,743.91	470,924.61	9,319,848.12
Wastewater Operation & Maint.	-	381,908.58	(97,109.58)	284,799.00	-
Wastewater Replacement Acct.	1,121,496.35	-	-	-	1,121,496.35
Water & Sewer Construction	2,390,895.97	1,299.59	-	419,141.26	1,973,054.30
	36,457,646.90	19,649,634.13	-	16,639,693.62	39,467,587.41
OUTSTANDING INDEBTEDNESS:					
Waterworks & Sewerage-2016	2,970,000.00		Cash on Hand		1,475.00
Lease/Purchase Series 2015	390,000.00		General Account		37,476,596.60
Waterworks & Sewerage-COPS 2013	790,000.00		Collector's Account		1,589,244.95
Waterworks & Sewerage-2002A	293,773.54		Health Insurance Fund		396,653.79
Waterworks & Sewerage-2019	3,450,000.00		Equitable Sharing Fund		3,617.07
	7,893,773.54				
TOTAL					39,467,587.41

I, Liza Walker, 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 Missouri, for the six month period ending December 31, 2021, 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 10th day of January, 2022. Respectfully submitted, Liza Walker (signed) City C



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Resolution No. 2022-02: A Resolution)
 to Accept the Voluntary Annexation)
 Application for 2.65 Acres of Property)
 Located at 720 South Old Orchard)
 Road and to Set a Public Hearing for)
 Tuesday, February 22, 2022, as)
 submitted by Independence Self)
 Storage, LLC)

RESOLUTION NO. 2022-02

**A RESOLUTION RELATIVE TO VOLUNTARY ANNEXATION UNDER THE PROVISIONS OF
 SECTION 71.012, RSMO**

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, have received an annexation petition filed under the provisions of Section 71.012, RSMo; and,

WHEREAS, said voluntary annexation petition is within an area sought to be annexed by the City of Jackson, Missouri; and,

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

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

Section 1. That there has been presented on the 18th day of January, 2022, to the Board of Aldermen of the City of Jackson, Missouri, a verified petition signed by the owners of all fee interests of record, to-wit: Independence Self Storage, LLC, in the tracts of real property located within the area described in said petition, which area is proposed to be annexed to the City of Jackson, Missouri, and which petition requests the annexation of such area into the city limits of the City of Jackson, Missouri; a copy of said petition is attached hereto and made a part hereof by reference.

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

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Section 4. That, in accordance with the provisions of Section 71.012, RSMo, a public hearing shall be held concerning this matter on the 22nd day of February, 2022, at 6:00 p.m. at the City Hall in the City of Jackson, Missouri.

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

PASSED by the Board of Aldermen of the City of Jackson, Missouri, this 18th day of January, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Motion made by Alderman Reiminger, seconded by Alderwoman Liley, to accept the voluntary annexation application for 2.65 acres of property located at 720 South Old Orchard Road and to set a public hearing for Tuesday, February 22, 2022, at 6:00 p.m., as submitted by Independence Self Storage, LLC. Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-03 Re: To Accept the)
Dedication of a Utility Easement Deed)
from SEMO Real Estate Company, LLC)

The matter of accepting the dedication of a Utility Easement Deed from SEMO Real Estate Company, LLC came on for consideration. Alderman Reiminger introduced Bill No. 22-03, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF JACKSON, MISSOURI, TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED UTILITY EASEMENT DEED.

On a motion made by Alderman Reiminger, seconded by Alderman Sander, Bill No. 22-03 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Sander, Bill No. 22-03 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 22-03 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Sander-aye; Alderman Reiminger-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Hitt-aye; Alderman Kimbel-aye; and Alderman Cunningham-aye.

BILL NO. 22-03

ORDINANCE NO. 22-03



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF JACKSON, MISSOURI, TO ATTEST TO THE CITY'S ACCEPTANCE OF CERTAIN PROPERTY, WHICH SAID PROPERTY IS PARTICULARLY SET FORTH IN THE ATTACHED UTILITY EASEMENT DEED.

WHEREAS, **SEMO Real Estate Company, LLC of Cape Girardeau, Missouri**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Deed, attached hereto.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the Deed which is attached hereto.

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

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

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

FIRST READING: January 18, 2022.

SECOND READING: January 18, 2022.

PASSED AND APPROVED this 18th day of January, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

(SEAL) ATTEST: Liza Walker (signed) City Clerk	CITY OF JACKSON, MISSOURI By: Dwain L. Hahs (signed) Mayor
---	--

Motion to Set a Public Hearing for)
Tuesday, February 22, 2022, to)
Consider a Special Use Permit for an)
Existing Daycare at 1327 East Main)
Street, as submitted by Tot Spot)
Academy and Preschool, LLC)



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, January 18, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

Motion made by Alderman Cunningham, seconded by Alderman Baker, to set a public hearing for Tuesday, February 22, 2022, at 6:00 p.m., to consider a Special Use Permit for an existing daycare under new ownership in an R-4 (General Residential) District, at 1327 East Main Street, as submitted by Tot Spot Academy and Preschool, LLC. Ayes-8; Nays-0; Absent-0.

Motion to Approve Change Order No. 1)
to CE Contracting, Inc. of Ste.)
Genevieve, Missouri, relative to the)
North Union Avenue and North)
Industrial Park Sanitary Sewer Project)

Motion made by Alderman Cunningham, seconded by Alderman Hitt, to approve Change Order No. 1 to CE Contracting, Inc. of Ste. Genevieve, Missouri, in the amount of \$7,090.00, relative to the North Union Avenue and North Industrial Park Sanitary Sewer Project. Ayes-8; Nays-0; Absent-0.

Motion to Accept the Bid of Putz)
Construction, LLC of Millersville,)
Missouri, relative to the Hubble Ford)
Low Water Crossing Replacement)
Project)

Motion made by Alderman Cunningham, seconded by Alderwoman Young, to accept the bid of Putz Construction, LLC of Millersville, Missouri, in the amount of \$549,538.50, relative to the Hubble Ford Low Water Crossing Replacement Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 22-04 Re: To Authorize)
a Contractual Agreement with Putz)
Construction, LLC of Millersville,)
Missouri, relative to the Hubble Ford)
Low Water Crossing Replacement)
Project)

The matter of authorizing a contractual agreement with Putz Construction, LLC of Millersville, Missouri, relative to the Hubble Ford Low Water Crossing Replacement Project came on for consideration. Alderman Cunningham introduced Bill No. 22-04, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PUTZ CONSTRUCTION, LLC OF MILLERSVILLE, MISSOURI, RELATIVE TO THE HUBBLE FORD LOW WATER CROSSING REPLACEMENT PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderman Cunningham, seconded by Alderman Baker, Bill No. 22-04 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Cunningham, seconded by Alderman Baker, Bill No. 22-04 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. 22-04 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call:



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Alderwoman Young-aye; Alderwoman Liley-aye; Alderman Reiminger-aye; Alderman Baker-aye; Alderman Hitt-aye; Alderman Kimbel-aye; Alderman Sander-aye; and Alderman Cunningham-aye.

BILL NO. 22-04

ORDINANCE NO. 22-04

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND PUTZ CONSTRUCTION, LLC OF MILLERSVILLE, MISSOURI, RELATIVE TO THE HUBBLE FORD LOW WATER CROSSING REPLACEMENT PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Putz Construction, LLC of Millersville, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

FIRST READING: January 18, 2022.

SECOND READING: January 18, 2022.

PASSED AND APPROVED this 18th day of January, 2022, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Motion to Lay on the Table a Bill Proposing)
 an Ordinance approving a Special Use)
 Permit for a Daycare at 804 East Main)
 Street, as submitted by Little Buttercups,)
 LLC)

Motion made by Alderman Cunningham, seconded by Alderman Hitt, to lay on the table a Bill proposing an Ordinance approving a Special Use Permit for a daycare in an R-4 (General Residential) District, at 804 East Main Street, as submitted by Little Buttercups, LLC. Ayes-8; Nays-0; Absent-0.

City Administrator James Roach)
 requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for one item of real estate.

Motion to Recess the Meeting to Study)
 Session)

On a motion by Alderman Baker, seconded by Alderman Reiminger, to recess the meeting at 6:30 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

.....

Returned to Open Session at 7:23 P.M., from Study Session.

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

Meeting concluded at 7:23 P.M., on a motion by Alderman Baker, seconded by Alderwoman Liley, to proceed into closed session for one item of real estate, and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderman Sander-aye; Alderman Cunningham-aye; Alderwoman Liley-aye; and Alderman Kimbel-aye. Ayes-8; Nays-0; Absent-0.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Tuesday, January 18, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

ATTEST:

Mayor

City Clerk

February 7, 2022

FUNDS EXCEEDING THEIR 2021 BUDGET APPROPRIATIONS (includes interfund transfers)

<u>FUND</u>	<u>2021 BUDGET APPROPRIATION</u>	<u>2021 ACTUAL EXPENDITURES</u>	<u>AMOUNT OVER BUDGET</u>	<u>REASON</u>
Public Safety Sales Tax	\$ 1,186,996.00	\$ 1,261,547.89	\$ 74,551.89	Excess tax revenues generated and transferred to General Revenue.
Fire Protection Sales Tax	\$ 589,909.00	\$ 630,945.92	\$ 41,036.92	Excess tax revenues generated and transferred to General Revenue.
Electric Surplus	\$ 2,311,791.00	\$ 3,603,095.76	\$ 1,291,304.76	Excess electric charges assessed as a result of 2021 Winter Storm Uri.
Water & Sewer Revenue Bond	\$ 1,159,098.00	\$ 1,168,132.88	\$ 9,034.88	Unbudgeted transfer to reduce required balance in fund.
Sales Tax	\$ 2,177,224.00	\$ 2,253,785.03	\$ 76,561.03	Costs associated with property purchase from JIDC.
I-55 Corridor Special Allocation	\$ 1,984,455.00	\$ 2,060,113.43	\$ 75,658.43	Additional costs associated with Williams Creek Sanitary Sewer Project and East Substation Project.



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Kent Peetz, Director of Public Works

DATE: January 31, 2022

RE: Construction Inspection Services
Water System Facility Plan Implementation and E. Main Street Concrete
Improvements Project- Phase 2, Project 2C

Attached you will find a proposal from Strickland Engineering to provide Resident Inspection Services for Water System Facility Plan Implementation and E. Main Street Concrete Improvements Project- Phase 2, Project 2C. Strickland Engineering has provided this service throughout the past 5 Water Bond Projects.

I recommend we award a Task Order to Strickland Engineering for this service during Water Bond Project 2C.



**STRICKLAND
ENGINEERING**

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

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

www.stricklandengineering.com

January 20, 2022

Mr. Kent Peetz
Public Works Director
City of Jackson
101 Court Street
Jackson, Missouri 63755

RE: Resident Inspection Services

Dear Mr. Peetz,

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

SCOPE OF SERVICES

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

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

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



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

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

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

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

11. *Records:*

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

D. Resident Project Representative shall not:

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

COMPENSATION

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

Rate Schedule

Resident Inspector	\$60.00/hr
Engineer IV	\$110.00/hr

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

Sincerely,



Brian W. Strickland, PE, PLS
Project Manager



MEMO



To: Mayor and Board of Aldermen
From: Don Schuette
Date: Tuesday, February 01, 2022
Re: Change Order #1 I-55 Substation Site Prep

Mayor and Board of Aldermen,

Please see the attached Change Order #1 for the I-55 Substation Site Preparation Project.

The attached change order is for additional time from the original contract completion dates. The excavation portion of the project is approximately 95% complete. The crushed stone base has been placed and compacted and is complete. The additional time requested is due to weather delays and mostly for materials delays for the fencing components. As we are all becoming deeply aware, some materials are unbelievably difficult to obtain in a timely manner. No project cost increase is requested for this change order, just a time extension.

The contractor, Tom Beussink, has been very responsive and very diligent in his efforts to complete this portion of the project as quickly as possible. I recommend the requested extension be granted and approved.

Thank you for your consideration regarding this request, please let me know if you have additional questions or concerns.

Best regards,

Don Schuette

Director of Electric Utilities

CHANGE ORDER NO.: 1

Owner:	City of Jackson, MO	Owner's Project No.:	n/a
Engineer:	Koehler Engineering	Engineer's Project No.:	38220
Contractor:	Tom Beussink Excavating	Contractor's Project No.:	n/a
Project:	I-55 Electric Substation		
Contract Name:	Agreement between City of Jackson, MO and Tom Beussink Excavating, Inc.		
Date Issued:	January 25, 2022	Effective Date of Change Order:	January 25, 2022

The Contract is modified as follows upon execution of this Change Order:

Description and associated Cost increase (decrease):

The change increases the Contract Amount:

\$0.00

Total:

\$0.00

The current nationwide supply chain delays/disruptions have affected this project. The fencing materials were delayed and fencing will not be installed until Mid February. The contract is being extended to the end of February for fencing installation, and the end of April for final seeding and site restoration.

Attachments:

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 337,416.00		Substantial Completion:	Dec. 27, 2021
		Ready for final payment:	Jan. 26, 2022
Increase from previously approved Change Orders No. 0 to No 1:		No Change from previously approved Change Orders No.0 to No. 1:	
\$ 0.00		Substantial Completion:	n/a
		Ready for final payment:	n/a
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 337,416.00		Substantial Completion:	Dec. 27, 2021
		Ready for final payment:	Jan. 26, 2022
Increase this Change Order:		An Increase From this Change Order:	
\$ 0.00		Substantial Completion:	Add 63 Days
		Ready for final payment:	Add 124 Days
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 337,416.00		Substantial Completion:	February 28, 2022
		Ready for final payment:	April 30, 2022

Recommended by Engineer (if required)

Accepted by Contractor

By:



Chris Koehler, PE, PLS



Tom Beussink

Title: Pres., Koehler Engineering

Project Manager, CE Contracting, Inc.

Date: January 25, 2022

January 25, 2022

Authorized by Owner

Approved by Funding Agency (if applicable)

By:

Honorable Dwain Hahs

Title: Mayor

Date:



MEMO

To: Mayor and Board of Aldermen
From: Don Schuette
Date: Tuesday, January 11, 2022
Re: Townsend Tree Service Contract Extension

Mayor and Board of Aldermen,

I have received a letter from Townsend Tree Service, Inc. notifying us of their rate increases for 2022 and a request to extend our current contract for two additional years per our contract specifications for trimming services. Townsend has performed all the contracted tree trimming services for the City of Jackson's electrical distribution and transmission lines since 2017. In 2020, Townsend requested a two-year extension for the current trimming contract and the board approved this request. Contract provisions do allow for rate increases if acceptable. Currently, our labor and equipment combined hourly rate is \$94.01, and the 2022 rate is \$104.62 (11% increase). This includes a foreman (\$32.95, \$38.08), trimmer (\$28.22, \$32.04), 55' bucket truck (\$17.00, \$18.00), chipper (\$5.34, \$5.50), and crew pick-up truck (\$10.50, \$11.00). Townsend will also made available to use this year a back yard machine to access areas unable to be reached with a bucket truck, \$32.00/hr., but the bucket truck hourly price is deducted so the final cost would be \$14.00/ hr. I have attached the price sheets for your review.

I have inquired, and the rates quoted are identical to the rates of other electric utilities in our area, with the exception of a few "off road" vehicle hourly rates and those differences were mere pennies less.

I recommend that we should move forward with this proposal as requested.

If you have further question, concerns or comments please feel free to contact me.

Highest regards,

Don Schuette

Director of Electric Utilities



January 11, 2022

City of Jackson
Mr. Don Schuette, Director of Electric Utilities
101 S. Court Street
Jackson, Missouri 63755

Re: Tree Trimming Line Clearance 2022 Hourly Rates

Dear Mr. Schuette,

Townsend Tree Service Company appreciates being afforded the opportunity to work with the City of Jackson in 2021. Townsend is requesting a two-year extension per terms, specifications, and special conditions of the 2017 contract. Please find our hourly rates for 2022 enclosed. Townsend reserves the right to negotiate rates for 2023 at the end of this year.

Our Mission is to provide our clients with outstanding service quality in a safe and reliable manner. We endeavor to develop long term relationships with our customers by consistently delivering superior service excellence while adhering to the highest ethical and professional standards in our industry. We are committed to reliability, responsiveness and customer-centered solutions.

Our Core Values are Safety, Excellence, Integrity, Character, and Accountability. We are committed to following our Core Values with every project, every client, everyday.

We thank you for the opportunity to continue working for the City of Jackson in the coming years. If you should have questions or need additional information, please contact James Fitzgerald at 573-631-6753.

Sincerely,

J. Michael McClure

J. Michael McClure
Chief Financial Officer

P.O. Box 7015, Muncie, IN 47308
765-468-1417



City of Jackson 2021 Hourly Rates

Labor

Foreman \$32.95

Trimmer \$28.22

Ground Man \$24.13

Equipment

Bucket Truck 55' (2x2) \$17.00

Disc Chipper \$5.34

Pick Up Truck. \$10.50

P.O. Box 7015, Muncie, IN 47308 765-468-1417



City of Jackson 2022 Hourly Rates

Labor

Foreman \$38.08

Trimmer \$32.04

Ground Man \$30.30

Equipment

Bucket Truck 55' (2x2) \$18.00

Disc Chipper \$5.50

Pick Up Truck \$11.00

Backyard Bucket \$32.00

P.O. Box 7015, Muncie, IN 47308 765-468-1417



CITY OF JACKSON, MISSOURI
Electrical Transmission and Distribution Line Tree Trimming and
Vegetation Control Program
2017

EXCEPTIONS TO PLANS, SPECIFICATION & SPECIAL PROVISIONS
AND CONTRACT TERMS

Contractor's Certification: This is to certify that it is our intent to furnish equipment, material and in compliance with the Proposal submitted by us except where expressly noted below. The Proposal is expressly amended and modified by Contractor to include the following terms and conditions:

All documents submitted as part of the Proposal or executed in connection with the work activities, including but not limited to, the Contract, any Purchase Order, any Change Order, any Preprinted General Terms and Conditions or any Exhibit, Schedule or Addendum to any of them (collectively, the "Contract Documents"), are hereby modified as follows:

Contractor has determined that the work to be performed by it pursuant to the Contract Documents qualifies as "maintenance work" under Missouri's Prevailing Wage Act. Notwithstanding anything contained in the Contract Documents to the Contrary, Contractor and City expressly agree that Contractor shall not be required to pay the prevailing hourly rate of wages as found by the Department of Labor and Industrial Relations of the State of Missouri ("Prevailing Wages") and that certified payroll records shall not be required to accompany all pay requests for the pay period being requested; provided, in the event that a court of competent jurisdiction determines that the work performed under the Contract Documents must be paid at not less than Prevailing Wages, Contractor shall comply with the court order and City and Contractor shall either: (a) terminate the Contract Documents for their mutual convenience; or (b) negotiate in good faith to mutually agree upon revised lump sum and/or hourly rates as set forth in the Contract Documents to account for the requirement to pay Prevailing Wages.

Other than as specifically set forth above, this certification shall not be construed as modifying or amending any other term or provision of the Proposal and the Proposal, as amended hereby, shall be in full force and effect upon acceptance of the User.

TOWNSEND TREE SERVICE COMPANY, LLC

Contractor

By J. Michael McClure

Officer-J. Michael McClure

Date 01/11/2022

THE TOWNSEND CORPORATION

101 South Main Street, P.O. Box 7015, Muncie, IN 47308 P: (765) 468-3007 F: (765) 468-3130 www.thetownsendcorp.com
 An Equal Opportunity/Affirmative Action Employer

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *TOWNSEND TREE SERVICE COMPANY, LLC OF MUNCIE, INDIANA*, RELATIVE TO THE *TREE TRIMMING FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION LINE CLEARANCES PROGRAM*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Townsend Tree Service Company, LLC of Muncie, Indiana**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: February 7, 2022.

SECOND READING: February 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

EXTENSION OF CONTRACT

THIS EXTENSION OF CONTRACT is made and entered into this _____ day of _____, 2022, by and between the ***TOWNSEND TREE SERVICE COMPANY, LLC, an Indiana corporation***, (“Townsend”) and the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, (“City”), **WITNESSETH:**

WHEREAS, the parties previously entered into a Contract dated the 21st day of March, 2016; and

WHEREAS, said Contract provided for extension of the term; and

WHEREAS, the parties entered into a first extension of the Contract on the _____ day of _____, 2020 extending the term to December 31, 2021.

WHEREAS, the parties wish to extend the term of the Contract a second time.

NOW, THEREFORE, the parties agree as follows:

1. **TERM:** The Contract dated the 21st day of March, 2016, and extended the first time on _____ day of _____, 2020 to December 31, 2021, is hereby extended for an additional term beginning on January 1, 2022, and ending on December 31, 2023.

2. **HOURLY RATES.** The rates charged by Townsend to the City for labor and equipment are increased, as follows:

- Foreman \$38.08
- Trimmer \$32.04
- Ground Man \$30.30
- Bucket Truck 55 (2X2) \$18.00
- Disc Chipper \$ 5.50
- Pickup Truck \$11.00
- Backyard Bucket \$32.00

3. **REMAINING PROVISIONS TO BE IN FULL FORCE AND EFFECT.** All other provisions of the Contract dated the 21st day of March, 2016, are reaffirmed and shall continue to be in full force and effect and shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have duly executed this agreement the day and year first above written.

TOWNSEND TREE SERVICE COMPANY, LLC

By: _____
President/Manager

ATTEST:

Secretary

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *RONALD JOE LECKIE OF JACKSON, MISSOURI, RELATIVE TO THE MEDICAL DIRECTOR/CONSULTANT FOR JACKSON FIRE RESCUE*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Ronald Joe Leckie of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: February 7, 2022.

SECOND READING: February 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

CITY of JACKSON
CITY - CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into this 7TH day of February, 2022, by and between the City of Jackson , (hereinafter the "CITY"), by and through its Fire Department located at 503 South Hope Street, Jackson, Missouri 63755, and Ronald Joe Leckie, D.O., (hereinafter the "CONSULTANT"), located at 1551 Chimney Spring Court, Jackson, Missouri 63755.

W I T N E S S E T H:

WHEREAS, the CITY desires to engage CONSULTANT to perform all the work and services required by the CITY - CONSULTANT Agreement; and

WHEREAS, CONSULTANT has the necessary skills and knowledge to render such services; and

NOW THEREFORE, for and in consideration of the mutual agreements between the parties hereinafter contained, and for other good and valuable consideration, the parties do agree as follows:

1. Statement of Work, Scope of Services

The CITY hereby engages Consultant to perform, and Consultant agrees to perform for the CITY, the role of Medical Director for the Fire Department. The Consultant will perform all duties necessary to fulfill the obligations of the Medical Director to include but not be limited to:

- Serve as the medical authority for the Fire Department.
- Provide Fire-based EMS medical direction and training.
- Be familiar with the purpose and philosophy of Fire Department operations.
- Participate in the Quality Improvement Program.
- Collaborate in the development and application of EMS medical protocols.
- Assist in the development and maintenance of the Infection Control Program.
- Oversee pharmaceutical acquisition and management from a vended service
- Provide medical direction, as necessary, to the city AED program
- Provide interface to the Public Health agencies involved in the city, at the state and regional level
- Assist in developing incident action plans for special events, as needed
- Provide oversight to incidents where firefighter injury occurs.
- Interact with Fire Department personnel
- Maintain a license as a physician.
- Comply with all administrative rules and regulations of the Fire Rescue Department and the City.

2. Representations Regarding Personnel

- a) CONSULTANT represents that he will secure at his own expenses, all medical licenses required to perform all work under this Agreement;
- b) All the services required hereunder will be performed by CONSULTANT or under the direct supervision of CONSULTANT.
- c) None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by CONSULTANT without the prior written approval of the CITY.

3. Data Rights

All reports, information, data, or other documents, given to, prepared by or assembled by CONSULTANT under this Agreement shall be kept confidential and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Fire Chief.

4. Amendments and Modifications

The CITY may, from time to time, request changes in the scope of services to be performed by CONSULTANT hereunder. No such change, including any increase or decrease in the amount of the compensation, which may be mutually agreed upon by and between the CITY and CONSULTANT shall be effective and enforceable until and unless a written amendment or change order to this Agreement has been executed by both parties and attached hereto.

5. Termination

If, through any cause, either party fails to fulfill its obligation under this Agreement in a timely manner satisfactory to the other party; or, if CONSULTANT violates any material provision of this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other party specifying a termination date which shall be at least seven (7) days after the date of such notice given. Either party shall also have the right to terminate this Agreement without cause at its convenience upon thirty (30) days written notice to the other party. In the event of termination, all finished or unfinished material prepared by CONSULTANT under this Agreement shall, at the option of the CITY, become the CITY's property and CONSULTANT shall only be entitled to compensation for satisfactory work performed up to and through the effective date of termination.

6. Term of Agreement

This Agreement shall be for a term of one year with the agreement automatically renewing each year for an additional one year term unless terminated by either party as set forth herein.

7. No Solicitation

CONSULTANT warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the CITY shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

8. Equal Employment Opportunity ("EEO")

During the performance of this Agreement, CONSULTANT shall comply with all provisions of the CITY regarding Equal Employment Opportunity ("EEO") regarding nondiscrimination.

9. Compensation

This is a firm fixed-price Agreement. The CITY agrees to pay CONSULTANT Four Thousand Five Hundred and Forty-Five Dollars (\$4,545.00) annually on or about the first week of January of each year this Agreement remains in effect.

10. Standard of Care

CONSULTANT by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members of its profession and further contracts that in the performance of the duties herein set forth, will exercise such degree of care, learning, skill and ability as is ordinarily employed by Consultants under similar conditions and like circumstances and shall perform such duties without neglect or negligence.

11. Insurance

CONSULTANT shall obtain professional liability insurance. The Certificate of Insurance shall name the City as an additional insured. The minimum coverage shall be \$1,000,000 for each claim, \$3,000,000 for aggregate claims.

12. Indemnification

Notwithstanding anything contained in this agreement, CONSULTANT shall indemnify and hold harmless the CITY, its officers, agents, and employees from any and all claims against the CITY, its officers, agents, and employees which arise out of any negligent act or omission of CONSULTANT.

13. Permits and Licenses

CONSULTANT shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the work called for by this Agreement.

14. Notices

All notices under this Agreement must be in writing and given by personal delivery, certified mail, return receipt requested, or by commercial overnight courier, to the recipient's designated address, attention to the parties' authorized representative, or as may otherwise be specified by either party to the other in accordance with this Section 13. Notice shall be deemed given on (i) the date of personal delivery; (ii) the fifth business day after mailing; or (iii) the next business day after delivery to an overnight courier (unless the return receipt or the courier's records evidence a later delivery). Notices shall be addressed as follows:

If to CONSULTANT:

Ronald Joe Leckie, D.O.
1551 Chimney Spring Court
Jackson, Missouri 63755

If to the CITY:

City Clerk
101 Court Street
Jackson, MO 63755

With a concurrent copy to:

Chief Jason Mouser, City of Jackson Fire Department
503 S. Hope Street
Jackson, Missouri 63755

15. Force Majeure

Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days, unless otherwise mutually agreed to by the parties.

16. Governing Law

This Agreement and any questions concerning its validity, construction or performance or the rights and duties of the parties shall be governed by and controlled by the laws of the State of Missouri, irrespective of the place of execution or the place or places of performance.

17. Severability

If any provision of this Agreement is found illegal, invalid or unenforceable under any applicable law or be so held by applicable court decision, such illegality, invalidity or unenforceability shall not render this Agreement illegal, invalid or unenforceable as a whole and that provision will be enforced to the maximum extent permissible; and the other provisions of this Agreement will remain in force.

18. Dispute Resolution

- A. Any dispute concerning performance of this Agreement shall be decided by the Fire Chief in consultation with the Cit Attorney who shall render his or her decision in writing and serve a copy on CONSULTANT. The decision of the Fire Chief shall be final and conclusive unless within thirty (30) days from the date of service of such decision CONSULTANT files with the Fire Chief a notice of its demand for non-binding mediation.
- B. The CITY and CONSULTANT will attempt to settle on behalf of either party any unresolved claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, the dispute will be mediated by a mediator chosen jointly by the CITY and CONSULTANT within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party will unreasonably withhold consent to the selection of a mediator, and the CITY and CONSULTANT will share the cost of the mediation equally. The parties may also replace mediation with some other form of non-binding alternative dispute resolution procedure. Notwithstanding the above, any dispute that cannot be resolved between the parties through negotiation or mediation may then be submitted by either party to a court of competent jurisdiction in Cape Girardeau County, Missouri.

19. Effect of Agreement

The parties agree that this Agreement shall not become binding on the CITY, and the CITY shall incur no liability upon the same, until such Agreement has been executed by the CITY, approved as to form by the CITY Attorney, and delivered to CONSULTANT.

20. Survival

After termination or expiration of this Agreement, all provisions regarding reporting requirements, ownership, confidentiality, indemnification, rights and obligations upon and following termination shall survive.

21. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Integration Cause.

This Agreement, including its applicable exhibits, represents the entire and integrated Agreement between the CITY and CONSULTANT regarding these transactions and replaces any prior oral or written communications between the parties. This Agreement may be amended or modified only by written instrument that is approved by the duly authorized representatives of the CITY and CONSULTANT.

IN WITNESS WHEREOF, the CITY and CONSULTANT have executed this Agreement by their duly authorized officers, as of February 7th, 2022.

CITY:

CONSULTANT: Ronald Joe Leckie, D.O.

Mayor Dwain Hahs

Ronald Joe Leckie, D.O.

ATTEST:

City Clerk

BILL NO. 22-__

ORDINANCE NO. 22-__

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 *DANIEL H. RAU OF JACKSON, MISSOURI*, RELATIVE TO THE *ELECTRIC LINE RELOCATION AT 1962 WATSON DRIVE IN BENT CREEK SPRING LAKE ADDITION*; 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 Memorandum of Understanding marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and

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

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 Memorandum of Understanding marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Daniel H. Rau of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said Memorandum of Understanding.

Section 2. That the Mayor is hereby authorized and directed to execute said Memorandum of Understanding 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 Memorandum of Understanding.

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 7, 2022.

SECOND READING: February 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of February, 2022, by and between *CITY OF JACKSON, MISSOURI, a municipal corporation*, hereinafter referred to as “City,” and *Daniel H. Rau*, hereinafter referred to as “Mr. Rau,” WITNESSETH:

WHEREAS, Mr. Rau is constructing a new swimming pool at 1962 Watson Drive within the City; and

WHEREAS, the current City underground electric line is at a location that interferes with Mr. Rau’s swimming pool project; and

WHEREAS, Mr. Rau desires to move the current City underground electric line; and

WHEREAS, the City desires to cooperate with Mr. Rau to move the City’s underground electric line; and

WHEREAS, the City desires to release a section of utility easement located on 1962 Watson Drive, and

WHEREAS, the parties have reached certain agreements concerning the aforesaid project and desire to memorialize the agreement between them in writing.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

1. Mr. Rau has employed Sandin Engineering to provide the City with a plan for the underground electric line relocation for 1962 Watson Drive within the City. The engineering plans will follow the design attached hereto and incorporated herein as Exhibit A and will also follow the City’s specifications for electric utilities.

2. Mr. Rau will employ a registered surveyor to provide an exhibit plat and a legal description for the portion of utility easement to be vacated across 1962 Watson Drive as shown generally on Exhibit A. Mr. Rau will be solely responsible for all payments to the registered surveyor for said plat and legal description.

3. Mr. Rau will employ a contractor to install a three-inch in diameter conduit ("conduit") within the existing utility easement between the transformers located at 2346 and 2274 Watson Drive in a manner acceptable to the City. Mr. Rau will pay all costs of designing and constructing said conduit within the municipal utility easements. The contractor will be licensed by the City and the project will be subject to City inspections.

4. Mr. Rau will provide written notice to the owners of the property located at 2346 and 2274 Watson Drive, and 3429 and 3474 Spring Lake Trail that Mr. Rau's contractor will bore the conduit in the existing twenty foot easement located along the owner's property lines. Mr. Rau will repair and replace any damaged lawn and landscaping on those properties affected by the relocation of the underground electric lines.

5. Mr. Rau will remove the pampas grass now obstructing the transformer located at 1962 Watson Drive.

6. The City will make all terminations in the existing transformers and will install all necessary lines for the new conductor. This work is subject to the weather since it is necessary to place a truck on the easements which could result in unnecessary damage to property.

7. The City will submit to Mr. Rau a final invoice for the project which will not exceed \$3,600.00, to be paid within thirty days. It is anticipated that an agreement will be entered with the Bill C. and Shelley L. Zellmer Trust. The total cost for work performed by the City to move the electric line and abandon the easement will not exceed \$3,600.00.

8. At the conclusion of the installation of the conduit, verification that the underground electric line is functional, and verification that other non-City utilities have been removed, the City will abandon and release the utility easement now located on 1962 Watson Drive. Building permits will then be issued for the 1962 Watson Drive swimming pool project.

9. All other costs of the project, including design and labor for the conduit, will be paid by Mr. Rau and at no cost to the City.

10. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

11. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri.

12. This Memorandum of Understanding shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

13. In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such

invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. The rights and remedies provided by this Memorandum of Understanding are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

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

CITY:


CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

DANIEL H. RAU:



Daniel H. Rau

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE ALLOWING THE “SHOW-ME GREEN SALES TAX HOLIDAY” TO APPLY TO THE LOCAL SALES TAXES OF THE CITY OF JACKSON, MISSOURI, BETWEEN APRIL 19 AND APRIL 25, 2022.

WHEREAS, Sec. 144.526, RSMo. allows the City of Jackson, Missouri, to participate in the “Show-Me Green Sales Tax Holiday”; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, believe that participation in the “Show-Me Green Sales Tax Holiday” is in the best interests 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.

For purposes of this ordinance, the following terms shall mean:

(1) “*Appliance*,” clothes washers and dryers, water heaters, trash compactors, dishwashers, conventional ovens, ranges, stoves, air conditioners, furnaces, refrigerators and freezers; and

(2) “*Energy star certified*,” any appliance approved by both the United States Environmental Protection Agency and the United States Department of Energy as eligible to display the energy star label, as amended from time to time.

Section 2.

By enacting this ordinance, the City of Jackson, Missouri, hereby elects to allow the Show-Me Green Sales Tax Holiday established by Sec. 144.526, RSMo. to apply to its local sales taxes so that there shall be exempted from local sales taxes all retail sales of any energy star certified new appliance, up to one thousand five hundred dollars per appliance, during a seven-day period beginning at 12:01 a.m. on April 19, 2022, and ending at midnight on April 25, 2022.

Section 3.

This ordinance shall not apply to any retailer when less than two percent of the retailer's merchandise offered for sale qualifies for the sales tax holiday. Such retailer shall offer a sales tax refund in lieu of the sales tax holiday.

Section 4.

The Clerk shall take any and all steps necessary to notify the Missouri Department of Revenue not less than forty-five calendar days prior to the beginning date of the sales tax holiday of the adoption of this ordinance and the election to allow the Show-Me Green Sales Tax Holiday to apply within the City of Jackson, Missouri.

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 full force from and after its passage and approval.

FIRST READING: February 7, 2022.

SECOND READING: February 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *HUMANE SOCIETY OF SOUTHEAST MISSOURI OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO *PROVIDING SERVICES*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Humane Society of Southeast Missouri of Cape Girardeau, Missouri**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: February 7, 2022.

SECOND READING: February 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

HOUSING AGREEMENT

City of Jackson, Missouri

An agreement from January 1, 2022 through December 31, 2022 between City of Jackson, Missouri, Municipal Corporation, hereinafter called "City", and The Humane Society of Southeast Missouri, 2536 Boutin Road, Cape Girardeau, Missouri, hereinafter called "Society".

WITNESSETH:

City and Society, in consideration of the mutual covenants herein set forth, agree as follows:

SECTION 1 BASIC SERVICE

- A. Society will house domestic animals picked up by City Nuisance Officer or his assistants and turned over to the Society at its facility.
- B. The Society will not take in from the City or its residents any animal deemed to be feral, with the exception of when the Society has funds available to do a TNR (trap, neuter or spay, and release).
- C. Society will house said animals for a five (5) day holding period as required by the State of Missouri. After the five days are passed, the animals will automatically become the property and responsibility of the Society. However, if the animals are deemed ill or injured beyond recovery at the time of impoundment or should become ill with a communicable disease before the required five days, the animal shall be immediately released to the Society and humanely euthanized, as allowed by the Animal Care Facilities Act.
- D. At least one (1) pen in a separate area will be set aside and labeled for suspected rabid animals.
E.g. "Quarantine" Animals housed in this area will be held for a ten (10) day holding period, as required by law. If the animal is deemed too vicious to house for the ten-day holding period, it will be euthanized and sent in for rabies testing. If an animal in the quarantine area is to be reclaimed by as owner, the owner is responsible for paying the quarantine fee of one hundred fifty dollars (\$150.00).
- E. All animals turned over to the Society by the City for impoundment may be given inoculations against communicable diseases immediately after being turned to the Society. The inoculations shall be furnished at no charge to the City.
- F. The City Nuisance Officer will keep records on all animals picked up by the City and turned over to the Society.
- G. Society will keep records showing how many animals it received from the City, including the dates when each animal was received, the inclusive dates of the five day hold period, the dates when each animal became the property of the Society or was released to the Owner, and the number and type of inoculations each animal received.
- H. At the time the City Nuisance Officer or his assistant turns an animal over to the Society, the City representative will sign a form, which shows the date and time the animal was received by the Society. The City Nuisance Officer will also make note of where and when the animal was picked up.

I. If the animal has been reclaimed, it will be the responsibility of the City Nuisance Officer to follow- up with the Society to determine violations of any applicable City Ordinance. City will receive all monies realized from the fines that have been incurred through Ordinance violation.

J. If the animal is reclaimed, the Society shall receive all monies collected for boarding fees and Society's Return to Owner fees.

SECTION 2 TERM OF AGREEMENT

The term of this agreement shall be for a period of 1 year which is from January 1, 2022 – December 31, 2022.

SECTION 3 FEES

The City shall pay the Society a fee of \$31,460 payable in advance for the duration of this contract.

SECTION 4 SOCIETY'S INDEPENDENT CAPACITY

The Society, its officers, employees, agents and volunteers shall act in an independent capacity during the term of this agreement and not as officer, employees, agents or volunteers of the City.

SECTION 5 TERMINATIONS

Either party serving ninety (90) days written notice upon the other party may terminate this agreement. SECTION 6 RENEWALS

City shall notify the Society when budget consideration is underway according to the City's fiscal year. This contract shall automatically renew following a review by the City and Society representatives of applicable figures provided by the Society. Fees shall, if necessary, be negotiated at the time of review.

SECTION 7 PERSONS BOUND

This agreement is binding upon the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the City of Jackson, Missouri, has caused this agreement to be signed by the Mayor and attested to by its City Clerk, with the corporate seal of the City, and The Humane Society of Southeast Missouri has hereto by and through its authorized representatives, affixed its names, each in duplicate, on the __ day of February in the year of 2022.

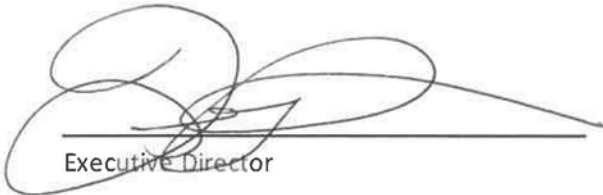
City of Jackson, Missouri

Mayor

ATTEST:

City Clerk

HUMANE SOCIETY



Executive Director

Tracy Poston

BILL NO. 22-____

ORDINANCE NO. 22-____

AN ORDINANCE APPROVING THE PROPOSED REZONING FOR A SPECIAL USE PERMIT FOR CERTAIN PROPERTY IN THE CITY OF JACKSON, MISSOURI, DESCRIBED IN EXHIBIT A; SETTING FORTH THE AREA FOR SPECIAL USE AND THE CONDITIONS OF SPECIAL USE; ALL IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, the City Board and the Planning and Zoning Commission have considered a proposed special use permit for property described as 804 East Main Street, as set out in Exhibit A which is attached hereto and incorporated herein by reference; and,

WHEREAS, a public hearing was held on said special use permit in accordance with Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, a special use permit for a daycare in an R-4 General Residential District on a single lot located at 804 East Main Street recorded with the Cape Girardeau County Recorder of Deeds in Document #2017-11440 may be granted by virtue of Chapter 65 of the Code of Ordinances of the City of Jackson, Missouri; and,

WHEREAS, after duly considering the recommendations of the City Planning and Zoning Commission and other input received at the required public hearing, the Board of Aldermen of the City of Jackson, Missouri, has decided it is in the best interests of the citizens of the City of Jackson, Missouri, to grant a special use for said property.

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

Section 1. That an application for a special use permit, which said application is marked Exhibit A and attached hereto, is hereby approved, and a special use permit is hereby issued to Little Buttercups, LLC, Applicant.

Section 2. That the property set forth in Exhibit A is hereby granted a special use permit for a daycare in an R-4 General Residential District on a single lot located at 804 East Main Street recorded with the Cape Girardeau County Recorder of Deeds in Document #2017-11440.

The aforesaid special use permit is subject to the following specific conditions:

1. Compliance with the 2015 International Building Code or 2015 International Existing Building Code and with the 2015 International Fire Code for change of occupancy use group from a single-family residential dwelling (Group R-3) to a daycare (Group E).

2. Off-street parking shall be provided which meets the following requirement of the zoning code: Sec 65-22(b)(22): "Nursery school: two (2) parking spaces, plus one (1) additional space for every five hundred (500) square feet of floor area."

Floor area is defined by the zoning code as the floor space within the inside line of walls and includes the total of all floors of a building. It does not include porches, garages, space in a basement or cellar, when such basement space is used for storage, or incidental uses, such as rest rooms, kitchens, and bar areas.

3. Alterations or additions to the building, electric system, plumbing system, or mechanical system which require permits, also require signed and sealed plans prepared by an architect or engineer licensed in the State of Missouri.

4. Compliance with ADA requirements.

5. No children under age 2 ½ will be kept unless the building is modified to comply with all building and fire code requirements for Group I (Institutional) use as specified in the International Building Code or International Existing Building Code and the International Fire Code edition in force at the time of alteration.

6. Compliance with all ordinances of the City of Jackson, Missouri, except as specifically varied or waived by this special use permit.

Section 3. That included in Exhibit A are the formal findings and conclusions of the Board of Aldermen.

Section 4. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to indicate on the "Official Zoning District Map" of the City of Jackson, Missouri, the above special use permit and the date of issuance thereof and to certify same and to keep said map on file in the office of the City Clerk and a copy displayed in City Hall, City of Jackson, Missouri; and that said City Clerk is further directed to indicate on said "Official Zoning District Map" the existence of special conditions on the use of the aforesaid property.

Section 5. Violation of the special conditions listed above shall result in revocation of the special use permit and/or prosecution and/or fine under the zoning ordinances.

Section 6. This special use permit is issued to the applicant and shall not be assigned or otherwise transferred by said applicant. This special use permit runs with the applicant and not the land.

Section 7. If construction is required for the special use granted hereunder, this special use permit shall expire in the event construction does not commence within six months of the date of issuance of this special use permit and is not completed within two years of the issuance of this permit.

Section 8. 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 9. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: February 7, 2022.

SECOND READING: February 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



City of Jackson

EXHIBIT

A

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

The Planning & Zoning Commission of Jackson, Missouri hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on December 8, 2021, at a regular meeting in consideration of the following:

Special use permit for a daycare in an R-4 General Residential District at 804 East Main Street

Applicant: **Little Buttercups, LLC**

Filing Date of Application/Fee: **October 20, 2021**

Submission Date of Application to Commission: **November 10, 2021**

Public Hearing Date: **December 8, 2021**

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

Administrative Staff Findings: Yes/No

1. Application provided all necessary information: ☐ Yes ☐ No
2. Generally conforms with City Comprehensive Plan: ☐ Yes ☐ No
3. Generally conforms with Major Street Plan: ☐ Yes ☐ No

Planning & Zoning Commission Findings: Yes/No

1. Creates adverse effects on adjacent property: ☐ No ☐ Yes
2. Creates adverse effects on traffic movement or safety: ☐ Yes ☐ No
3. Creates adverse effects on fire safety: ☐ No ☐ Yes
4. Creates adverse effects on public utilities: ☐ No ☐ Yes
5. Creates adverse effects on general health and welfare: ☐ No ☐ Yes

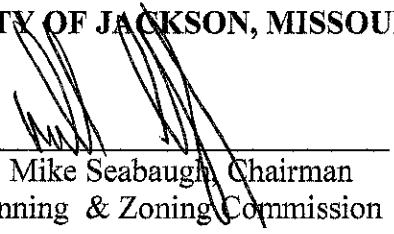
Following consideration of testimony, comments, exhibits and file contents, the Planning & Zoning Commission duly deliberated the facts pertaining to the proposal and issued the following findings of fact and conclusions:

THE ABOVE APPLICATION IS:


☐ Approved
☒ Disapproved
☐ Approved with conditions specified below

By a roll call of 0 ayes, 8 nays, 0 abstentions and 1 absent this 8th day of December, 2021.

CITY OF JACKSON, MISSOURI


By: Mike Seabaugh, Chairman
Planning & Zoning Commission

ATTEST:

By: 
Janet Sanders, Building &
Planning Manager



REZONING / SPECIAL USE PERMIT APPLICATION

City of Jackson, Missouri

APPLICATION DATE: 10.18.21

TYPE OF APPLICATION: _____ Rezoning X Special Use Permit

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

804 E Main St

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

Property Owner Name(s): Christina Adair

Mailing Address: 804 E Main St

City, State ZIP: Jackson MO 63755

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

Proposed Property Owner(s): Little Buttercups LLC

Mailing Address: 1864 Bella Vista Dr

City, State, ZIP: Jackson MO 63755

CONTACT PERSON HANDLING APPLICATION:

Contact Name: Ashley Shores

Mailing Address: 1864 Bella Vista Dr

City, State ZIP: Jackson MO 63755

Contact's Phone: 573.579.1595

Email Address (if used): clo.bryn@yahoo.com

CURRENT ZONING: (check all that apply)

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

CURRENT USE OF PROPERTY: Single-Family Residential

PROPOSED ZONING: (check all that apply)

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

PROPOSED USE OF PROPERTY: Daycare

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

Pt. Lot 19 Tiedemann Addition

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

I would like to open a childcare center under the name Little Buttercups LLC. This will help many families who are on waiting lists or who are unable to find childcare.

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

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

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.)*

Ashley Shores

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

Janet Sanders
Building & Planning Manager
City of Jackson
101 Court Street
Jackson, MO 63755

573-243-2300 ext.29 (ph)
573-243-3322 (fax)
jsanders@jacksonmo.org

APPLICATION FEE: \$200.00

eRecorded
DOCUMENT #
2017-11440

ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
10/10/2017 8:48:58 AM
REC FEE: 27.00
PAGES: 2

WARRANTY DEED

This Warranty Deed made and entered into this 5th day of October, 2017, by and between **Hugh C. Aldredge, by Sharon G. Aldredge, His Attorney-in-Fact, and Sharon G. Aldredge, husband and wife**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTORS**, and **Christina Adair, a single person**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is:

804 East Main Street, Jackson, MO 63755

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

All of Lot Nineteen (19) of Tiedemann's Addition to the City of Jackson, County of Cape Girardeau, Missouri, as shown by plat filed for record in Plat Book 1 at Page 29 in the land records of Cape Girardeau County, Missouri, EXCEPT 65 feet sold off the North side of said Lot 19 by Warranty Deed recorded in Book 77 at Page 475.

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

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

GRANTORS:

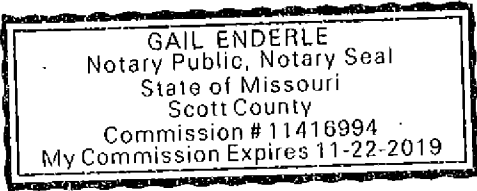
Hugh C. Aldredge, by Sharon G. Aldredge
Hugh C. Aldredge, by Sharon G. Aldredge,
His Attorney-in-Fact *His attorney in fact*
Sharon G. Aldredge
Sharon G. Aldredge

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

On this 5th day of October, 2017, before me personally appeared **Hugh C. Aldredge, by Sharon G. Aldredge, His Attorney-in-Fact and Sharon G. Aldredge, husband and wife,** to me known to be the persons described in and who executed the within Warranty Deed, and acknowledged to me that they executed the same as their free act and deed and for the purposes therein stated.

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

Gail Enderle
Notary Public
My commission expires: 11/22/19



1708217



804 E. Main St.
Location Map



804 E. Main St.
Properties Within 185'



Surrounding Zoning
804 East Main Street

BILL NO. 22-__**ORDINANCE NO. 22-__**

**AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY INTO
THE CITY LIMITS OF THE CITY OF JACKSON, MISSOURI, UNDER
THE PROVISIONS OF SECTION 71.012, RSMO.**

WHEREAS, on the 20th day of December, 2021, a verified petition signed by all owners of the real estate hereinafter described, to-wit: KB413, LLC, requesting annexation of said territory into the City of Jackson, Missouri, was filed with the City Clerk and the Board of Aldermen; and,

WHEREAS, said real estate as hereinafter described is adjacent and contiguous to the present corporate limits of the City of Jackson, Missouri; and,

WHEREAS, a public hearing concerning said matter was held at the City Hall in the City of Jackson, Missouri, at the hour of 6:00 p.m. on January 18, 2022, and,

WHEREAS, notice of said public hearing was given by publication of notice thereof, on the 5th day of January, 2022, in the Cash Book Journal, a weekly newspaper of general circulation in the County of Cape Girardeau, State of Missouri; and,

WHEREAS, at said public hearing, all interested persons, corporations or political subdivisions were afforded the opportunity to present evidence regarding the proposed annexation; and,

WHEREAS, no written objection to the proposed annexation was filed with the Board of Aldermen of the City of Jackson, Missouri, within 14 days after the date of the public hearing; and,

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, does find and determine that said annexation is reasonable and necessary to the proper development of the City; and,

WHEREAS, the City of Jackson, Missouri, is able to furnish normal municipal services to said area within a reasonable time after annexation.

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

Section 1. Pursuant to the provisions of Section 71.012, RSMo, the following described real estate is hereby annexed into the City of Jackson, Missouri:

That part of U.S.P.S. No. 788 and that part of U.S.P.S. No. 202, all in Township 31 North, Range 13 East of the Fifth Principal Meridian, Cape Girardeau County, Missouri, being more particularly described as follows:

Commence at the Southwest corner of Fractional Section 9, Township 31 North, Range 13 East of the Fifth Principal Meridian, thence North 83°32'12" West along the North line of said U.S.P.S. No. 788, 132.00 feet; thence leaving said North line, South 18°38'48" West 248.00 feet to a point on the South right of way line of an overhead road to Interstate 55 for the point of beginning.

Thence from the point of beginning, North 68°42'48" East along said South right of way line, 78.06 feet to a point on the West right of way line of Interstate Route 55; thence leaving said North right of way line, South 21°17'12" East along said East right of way line, 498.80 feet; thence leaving said West right of way line, South 68°12'18" West 222.13 feet to a point on the Northern right of way line of South Old Orchard Road; thence North 48°23'12" West along said Northern right of way line, 522.39 feet to the intersection of said Northern right of way line and said South right of way line of said overhead road to Interstate 55; thence leaving said Northern right of way line, and along said South right of way line the following courses, North 42°11'48" East 112.68 feet; thence North 79°35'40" East 73.19 feet; thence North 69°09'31" East 97.40 feet; thence North 68°42'48" East 111.94 feet to the point of beginning.

The herein described tract contains 4.00 acres, more or less, and is subject to all easements, rights of way, restrictions, and licenses affecting the same, either written or implied.

Section 2. The boundaries of the City of Jackson, Missouri, are hereby altered so as to encompass the above-described tract of land lying adjacent and contiguous to the present corporate limits of said City of Jackson, Missouri.

Section 3. The City Clerk of the City of Jackson, Missouri, is hereby ordered to cause three certified copies of this ordinance to be filed with the County Clerk of Cape Girardeau County, Missouri.

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

FIRST READING: February 7, 2022.

SECOND READING: February 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



CITY OF JACKSON, MISSOURI VOLUNTARY ANNEXATION APPLICATION

DATE OF APPLICATION: 10-15-2021

PROPERTY LOCATION (address): 2336 Old Orchard Dr.

Other description of location if not addressed:

PROPERTY OWNERS (all legal property owners listed on deed)

Names & Mailing Addresses: KB413, LLC
1210 Greenway Drive
Jackson, MO 63755

CONTACT PERSON HANDLING APPLICATION

Contact's Mailing Address: John W. King III
1385 Kimbel Lane Jackson, MO 63755

Contact's Phone: 573-225-6450 Email: bill@united-4.com

CURRENT USE OF PROPERTY: Vacant

IS A REZONING APPLICATION TO BE FILED? YES ☒ NO ☐

PROPOSED ZONING: (circle)

- | | |
|---------------------------------------|---------------------------------|
| R-1 (Single-Family Residential) | C-1 (Local Commercial) |
| R-2 (Single-Family Residential) | <u>C-2 (General Commercial)</u> |
| R-3 (One- And Two-Family Residential) | C-3 (Central Business) |
| R-4 (General Residential) | C-3 (Central Business) |
| MH-1 (Mobile Home Park) | C-4 (Planned Commercial) |
| O-1 (Professional Office) | I-1 (Light Industrial) |
| | I-2 (Heavy Industrial) |
| | I-3 (Planned Industrial Park) |

IS A SPECIAL USE PERMIT APPLICATION TO BE FILED? YES ☐ NO ☒

LEGAL DESCRIPTION OF TRACT: (attach legal description if metes & bounds description)

Attach to this page a scaled plat of the tract(s) showing the following information:

- All boundary dimensions.
- All adjoining streets, alleys and easements.
- All present improvements.
- All proposed improvements.
- All adjoining property lines and references to all owners listed in Section C.
- Zoning classification of all adjoining properties.

PETITION

TO: THE CITY OF JACKSON, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned, state that we are the fee and simple owners of the property described in Book 2021-13604 at Page _____, and we do hereby request and petition the City of Jackson, Missouri to annex the land described in the above referenced book and page so that the same is contained within the corporate limits of said City.

We, the undersigned, do further state and declare that no person, firm, or corporation other than the undersigned own any fee simple interest in the land described in the above referenced book and page.

We, the undersigned, do further state and declare that this request and petition is voluntarily made and is submitted under the provisions of Section 71.012 RSMo. 1986, as amended (Voluntary Annexation).

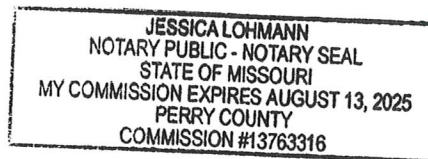
John W King III, member

STATE OF MISSOURI)
)ss.
COUNTY OF Cape Girardeau)

On this 23 day of November, 2021, before me personally appeared John W. King, III,
Member of KB413, LLC, to me known to be the person described in and who executed
the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

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

Jessica Lohmann
JESSICA LOHMANN, Notary Public
State Of Missouri
County of Perry
My term expires: 8-13-2025



STATE OF MISSOURI)
)ss.
COUNTY OF _____)

FOR CITY USE ONLY:

Date application/petition submitted filed with City staff: 11/23/21

Date of resolution preparation by City Clerk: 12/17/21

Date of action by Board of Aldermen to set public hearing: 12/20/21

Date of publication in local newspaper of public hearing: 1/5/22

Date of public hearing: 1/18/22

Date of City Attorney preparation of ordinance: 2/1/22

Date of Board of Aldermen action: 2/7/22

Board action filed (circle one): Approval Disapproval

Special conditions to be imposed upon annexation ordinance (if applicable):

Date of ordinance submittal to Cape Girardeau County Clerk:

Date of ordinance submittal to Cape Girardeau County Mapping & Appraisal:

Date of City maps update:

Tract 1 - Description

THAT PART OF U.S.P.S. NO. 788 AND THAT PART OF U.S.P.S. NO. 202, ALL IN TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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^W "NOT INCLUDED"

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b.



d.



Here is a rundown of the project scope and a bid for the scope as I understand it. All labor and material is included, except for the parts of the scope in **RED** that were not bid. I'll separate the two buildings as best I can for the purposes of this bid.

BOTH BUILDINGS -

Fire Sprinkler -

- New 6" water tap
- Trenching and laying incoming waterline
- Sprinkler riser
- Backflow preventer
- All supply lines and bracing
- All Sprinkler heads.
- **There could be adjustments made to the cost after final floor plan is confirmed.**

Asphalt Parking lot and turn lanes-

- 3 turn in lanes poured 5.5" thick.
- 26,000 sqft of parking lot poured 3" thick
- 8,000 sqft of parking lot poured 4" thick for heavy traffic and trash trucks.

Roof -

- clean the roof of all organic matter, replace/repair damaged roofing material, and pressure wash the surface ready for paint.
- Lloyd Slinkard painting will then cover all screws and penetrations with white elastomeric roof coating and the paint both roofs with white DTM Acrylic paint.

Exterior –

- Paint all blue gutters, down spouts, and eve trim white.
- Repair/replace damaged metal siding. There will be several damaged pieces that we just switch from the back to the front, but we will need to buy some new pieces to cover some of the larger holes.
- Cut out material, install 3 storefront frames, install 3 storefront glass units.
- Cut out material, install 6, 42" fan frames, install 6, 42" ventilation fans.
- Cut out material, install 3, 2'x10' intake frames, install metal security bars.
- Install 680 +/- 30 sqft of composite Brick impression siding.
- Fabricate sign to cover gap between the two buildings.
- **Install additional Man doors for fire egress.**
- **Install new underground drains for the gutters.**

TURF BUILDING INTERIOR

- Install vertical 2x4's to sidewall girts, install ½" plywood over the 2x4's.
- Frame both end walls, cover end wall framing with ½" plywood.
- Paint all vertical walls. (color to be chosen at a later date)
- Frame New 8' tall walls for bathrooms, Locker rooms, storage room, and check in area. Includes bring Sewer line to the south exterior of the building.



- Frame 15'x 100' viewing balcony with metal hand rail and metal staircase.
- 100' of 8' tall chain link fencing, 29' of 10' chain link fencing.
- 110' of flat wall padding, 14 beam pads,
- Install 2 new Ductless mini-split systems with up to 8 total distribution heads for the bathrooms and locker rooms.
- Does not include Turf, equipment, netting, or electric service.

GYM UNIT INTERIOR

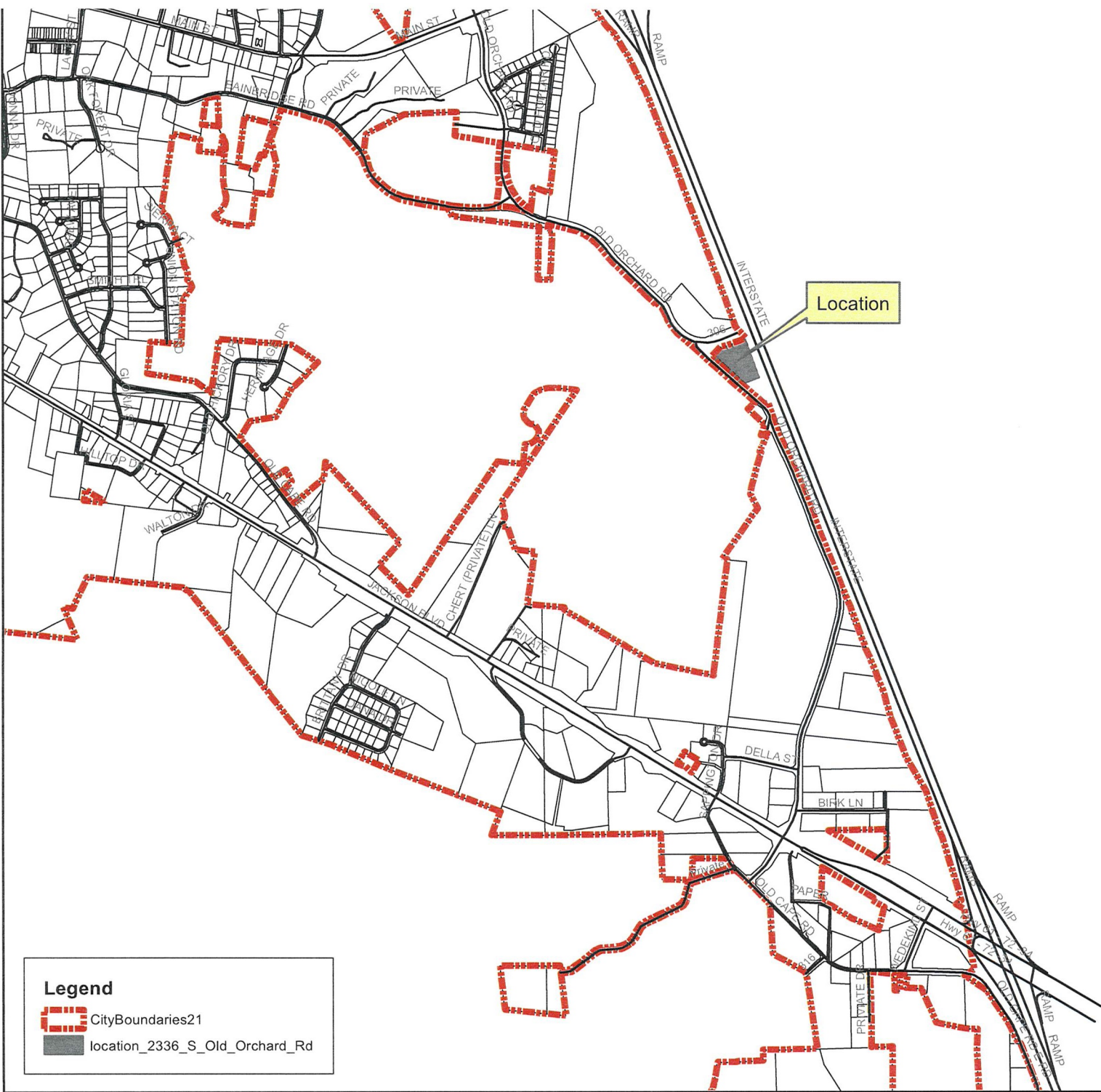
- 2 group fitness classes
- 4 Shower rooms
- 1 ADA bathroom
- 2 Tanning rooms
- 3 Offices
- Exterior gym wall framing and drywall
- 8000 sqft of rubber gym flooring
- Interior electric Estimate (\$78,000.00)
- Interior plumbing (Estimate \$26,000)
- Concrete repair and replacement.
-

PULSE KITCHEN UNIT

- Framed and insulated divider walls, separation wall between kitchen and sales area.
- New concrete floor
- Plumbing for 3 sinks, 3 floor drains, 2 vent stacks. (Estimated at \$16,000)
- Electric (estimated at \$11,200.00)
- PVC coated drop ceiling.
- FRP walls in the kitchen area.
- Concrete repair and replacement
- Epoxy finished flooring
- Does not include Equipment, fire suppression, vent hood, or grease trap.

MINI STORAGE

- 18g metal framing
- 7'x7' roll-up doors
- 18g metal ceiling bracing
- Expanded metal sheet ceiling.
- 4 exterior double man doors.
- Overhead lighting and electrical Estimated at (\$38,000.00)
- Does not include HVAC.



Legend



CityBoundaries21



location_2336_S_Old_Orchard_Rd

2336 S. Old Orchard Rd.
Location Map



Legend

- Circuit_19
- Hydrology
- City Limits



2336 S. Old Orchard Rd.
City Utilities

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE "OFFICIAL ZONING DISTRICT MAP" OF THE CITY OF JACKSON, MISSOURI, AS ADOPTED BY THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI; SAID AMENDMENT IS IN ORDER TO RECLASSIFY A CERTAIN DESCRIBED AREA OF THE CITY OF JACKSON, MISSOURI, FROM R-1 TO C-2, ALL IN ACCORDANCE WITH THE AUTHORITY GRANTED TO THE BOARD OF ALDERMEN BY VIRTUE OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, KB413, LLC, owner of a certain tract of land herein referred to, has heretofore submitted to the City Planning and Zoning Commission for its consideration the rezoning of certain territories located in the City of Jackson, Missouri, said properties being described as all of 2336 South Old Orchard Road within the city limits as set out in Exhibit A which is attached hereto and incorporated herein as if fully set forth; and,

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

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

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

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

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

said property is hereby rezoned from R-1 Single-Family Residential District to C-2 General Commercial District.

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

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

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

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

FIRST READING: _____.

SECOND READING: _____.

PASSED AND APPROVED this _____ day of _____, 2022, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



City of Jackson

CITY OF JACKSON, MISSOURI PLANNING & ZONING COMMISSION REZONING REQUEST: FINDINGS AND CONCLUSIONS

The Planning & Zoning Commission of Jackson, Missouri hereby notifies the Board of Aldermen, the applicant, and the public of it's action taken on December 8, 2021, at a regular meeting in consideration of the following:

Request for rezoning 4.0 acres of 2336 South Old Orchard Road from R-1 Single Family Residential to C-2 General Commercial

Applicant: **KB413, LLC**

Filing Date of Application/Fee: **November 23, 2021**

Submission Date of Application to Commission: **December 8, 2021**

Public Hearing Date: **Waived**

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

Administrative Staff Findings:Yes/No

- 1.Application provided all necessary information: Yes
- 2.Generally conforms with City Comprehensive Plan: Yes
- 3.Generally conforms with Major Street Plan: Yes

Planning & Zoning Commission Findings:Yes/No

- 1.Creates adverse effects on adjacent property: No
- 2.Creates adverse effects on traffic movement or safety: No
- 3.Creates adverse effects on fire safety: No
- 4.Creates adverse effects on public utilities: No
- 5.Creates adverse effects on general health and welfare: No

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

THE ABOVE APPLICATION IS:

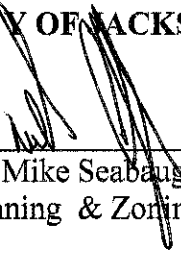
☒ **Approved**
☐ **Disapproved**
☐ **Approved with conditions specified below**

By a roll call of 8 ayes, 0 nays, 0 abstentions and 1 absent this 8th day of December, 2021.


Special Conditions:

THIS APPROVAL IS CONTINGENT UPON SUCCESSFUL ANNEXATION

CITY OF JACKSON, MISSOURI


By: Mike Seabaugh, Chairman
Planning & Zoning Commission

ATTEST:

By: 
Janet Sanders, Building &
Planning Manager



REZONING / SPECIAL USE PERMIT APPLICATION

City of Jackson, Missouri

APPLICATION DATE: 10-15-2021

TYPE OF APPLICATION: X Rezoning Special Use Permit

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

2336 Old Orchard Rd

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

Property Owner Name(s): KB413, LLC

Mailing Address: 1210 Greenwood Dr.

City, State ZIP: Jackson, MO 63755

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

Proposed Property Owner(s):

Mailing Address: SAME AS ABOVE

City, State, ZIP:

CONTACT PERSON HANDLING APPLICATION:

Contact Name: John W. King III (Bill)

Mailing Address: 1385 Kimbel Lane

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-225-6440

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

CURRENT ZONING: (check all that apply)

- ☐ R-1 (Single-Family Residential)
- ☐ R-2 (Single-Family Residential)
- ☐ R-3 (One- And Two-Family Residential)
- ☐ R-4 (General Residential)
- ☐ MH-1 (Mobile Home Park)
- ☐ O-1 (Professional Office)
- ☐ CO-1 (Enhanced Commercial Overlay)

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

NONE

CURRENT USE OF PROPERTY: Vacant

PROPOSED ZONING: (check all that apply)

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

PROPOSED USE OF PROPERTY: Sports facility / Gym

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

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

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

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

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

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

573-243-2300 ext.29 (ph)
573-243-3322 (fax)
jsanders@jacksonmo.org

APPLICATION FEES:	Rezoning:	\$200.00
	Special Use Permit:	\$100.00

Tract 1 - Description

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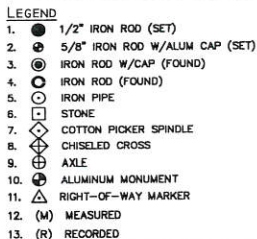
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RODNEY W. AMOS MO-PLS 2007000072
113 WEST MAIN STREET
JACKSON, MISSOURI 63755

SCALE	1"=100'
DATE	11-02-2021
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	21-220

b.



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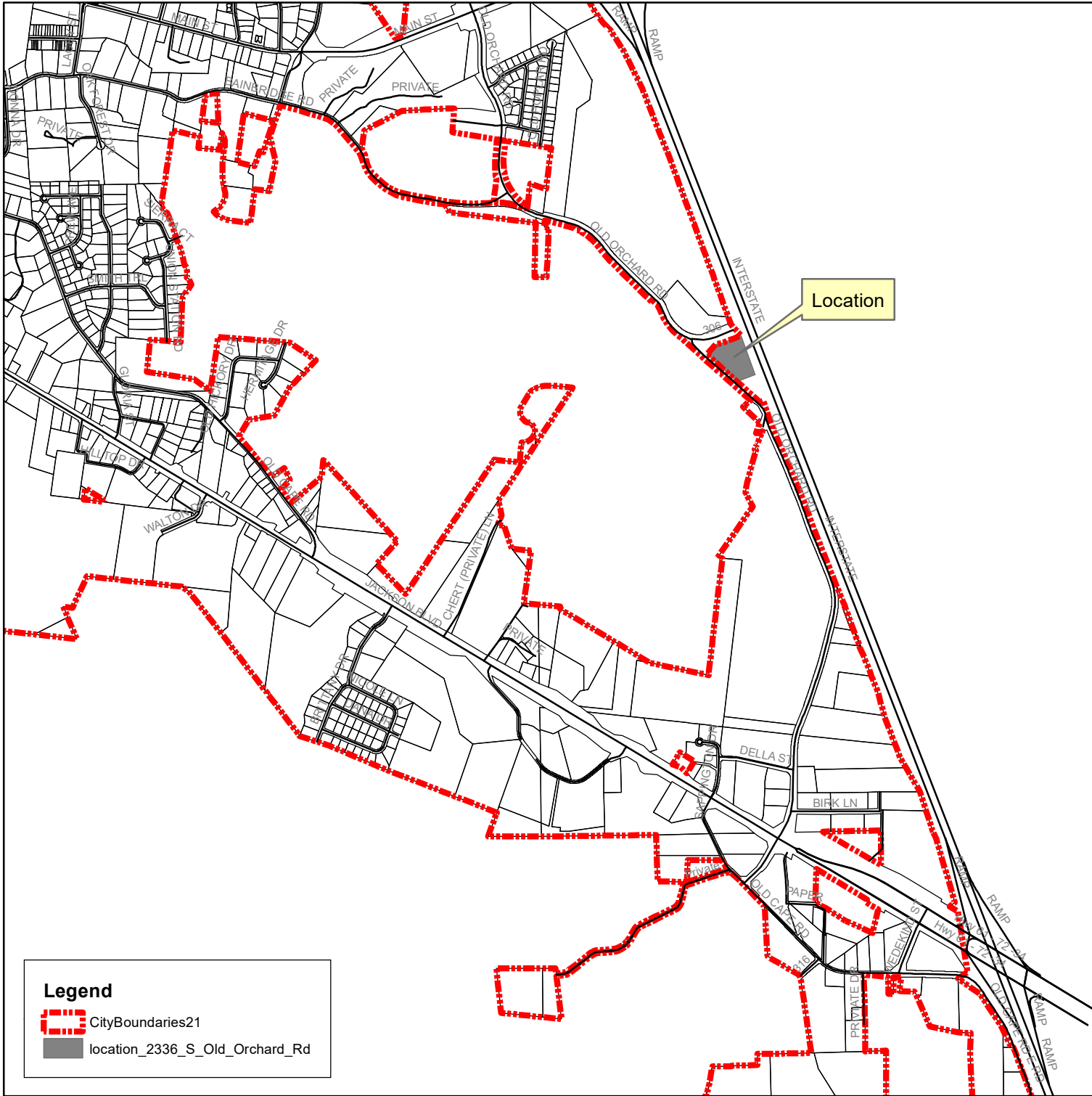
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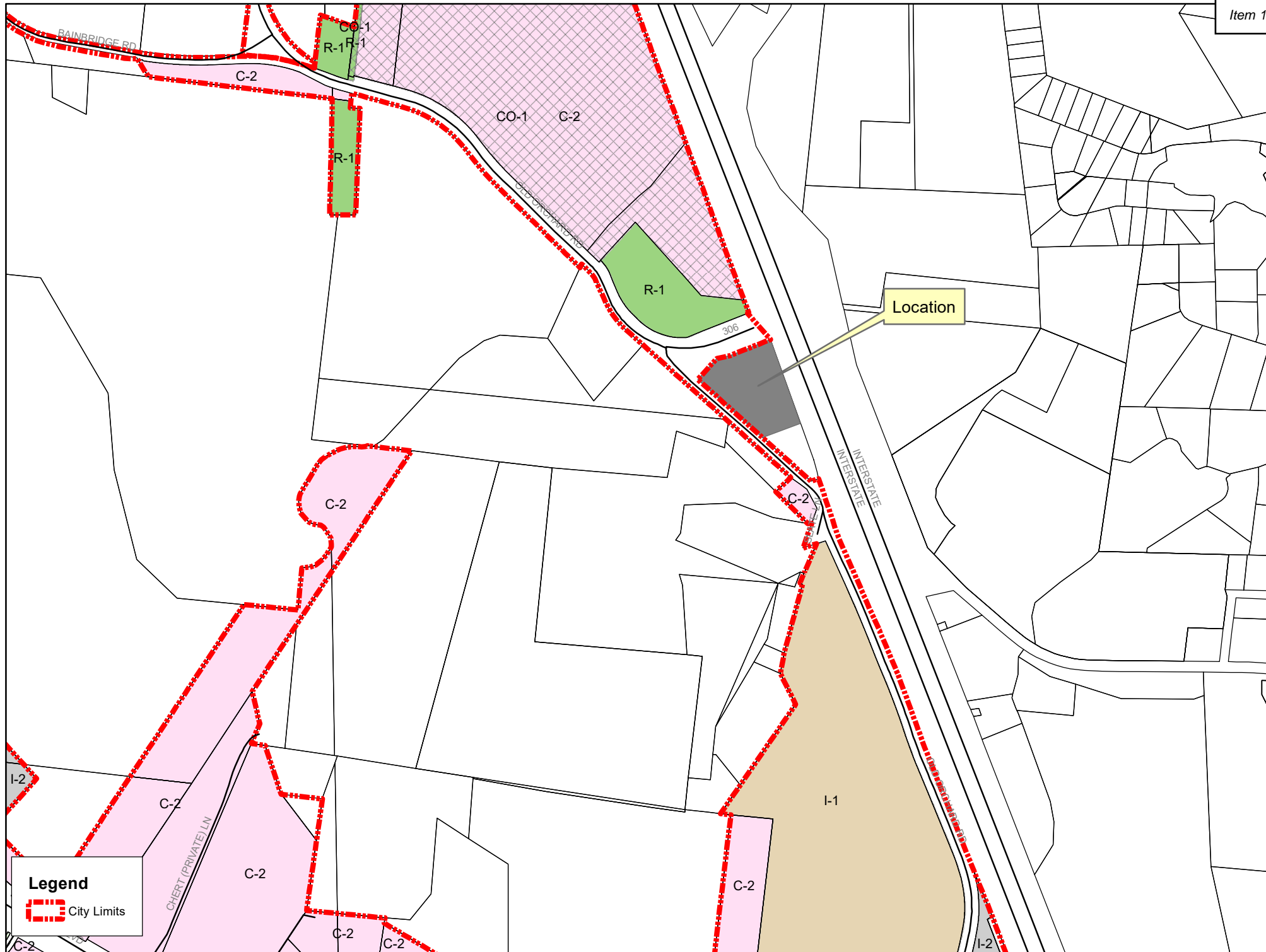
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~~THENCE FROM THE POINT OF BEGINNING, CONTINUE SOUTH 21°17'12" EAST ALONG SAID WEST RIGHT OF WAY LINE, 216.20 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 12°45'21" EAST 101.09 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 68°42'48" WEST 46.33 FEET TO A POINT ON THE NORTHERN RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE NORTH 48°23'12" WEST ALONG SAID NORTHERN RIGHT OF WAY LINE, 352.96 FEET; THENCE~~






2336 S. Old Orchard Rd. Properties
in City Limits Within 185'



Legend

 City Limits



2336 S. Old Orchard Rd.
Surrounding Zoning

MEMO



To: Mayor Dwain Hahs and Members of the Board of Aldermen
From: Rodney Bollinger, Director of Administrative Services
Date: Wednesday, January 12, 2022
Re: Annexation Agreement at 720 South Old Orchard Road

Occasionally, annexations can involve a two-step process. First, the Board must introduce a Resolution of Annexation. The resolution also sets the date and the time of a required public hearing. Second, an Annexation Agreement is approved by Board that details the terms under which the City and the owners of the area being annexed consent to the annexation.

Mr. Mike Lackamp filed an application on behalf of Independence Self Storage, LLC for the voluntary annexation of 2.65 acres of land the company owns located at 720 S. Old Orchard Rd. The owner has a plan to construct a series of self-storage buildings on the site and connect them to public utilities.

Based on this information, the City staff is negotiating an Annexation Agreement with Independence Self Storage, LLC, and the parties have prepared a draft of the agreement, which provides for the City's annexation the land, subject to various conditions. This agreement has been sent to the owner for review.

If an agreement can be reached, it is recommended the City approve the Annexation Agreement with the owner for the annexation of 2.65 Acres of property at 720 S. Old Orchard Rd. on Monday, February 7, 2022 at a Regular Meeting.

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN ANNEXATION AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *INDEPENDENCE SELF STORAGE OF JACKSON, MISSOURI*, RELATIVE TO THE *VOLUNTARY ANNEXATION OF 720 SOUTH OLD ORCHARD ROAD*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Independence Self Storage of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen, that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

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

FIRST READING: February 7, 2022.

SECOND READING: February 7, 2022.

PASSED AND APPROVED this 7th day of February, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

INDEPENDENCE SELF STORAGE, LLC ANNEXATION AGREEMENT

This agreement between Independence Self Storage, LLC, hereinafter referred to as the "Property owner", and the City of Jackson, Missouri, hereinafter referred to as the "City", entered into this _____ day of _____, 2022.

WHEREAS, the Property owner is requesting the voluntary annexation of property situated along South Old Orchard Road, and addressed as 720 South Old Orchard Road; and,

WHEREAS, the Property owner has a conceptual plan for the construction of self storage buildings as shown on the attached Exhibit A, and to connect the buildings to existing City public electric utility; and,

WHEREAS, the City realizes that the annexation of said property is both prudent and beneficial to the citizens of Jackson, Missouri; and,

WHEREAS, the parties desire to memorialize their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. The Property owner shall annex into the City of Jackson, Missouri, a parcel of land as described on the attached Exhibit B consisting of 2.65 acres, more or less, and shall begin said annexation process before or concurrently with the execution of this Agreement.
2. The Property owner shall comply with City building, electrical, plumbing, mechanical, and fire codes for the construction of buildings, parking, accessory structures, etc., including obtaining all required building permits and inspections. Current codes include the 2015 International Building Code, 2015 International Plumbing Code, 2015 International Mechanical Code, 2015 International Fuel Gas Code, and 2014 National Electric Code with amendments for each code listed in Chapter 11 of the Code of the City of Jackson. As an alternative to the 2015 International Building Code, the 2015 International Existing Building Code may be used.
3. The Property owner shall contract an architect or engineer licensed in Missouri to determine that the construction of the buildings are compliant with the building, fire and life safety aspects of the City codes. The results of said inspection shall be signed and sealed by the architect or engineer and forwarded to the City in a written report form.
4. The City will permit the Property owner to make a service connection to the public electric utility, provided however that the Property owner has paid for all necessary permitting for such connections. In the event the annexation ordinance is not approved by the Board of Aldermen or the Property owner withdraws its application

for voluntary annexation, the Property owner shall then immediately disconnect from the public electric utility at the Property owner's cost.

5. The Property owner shall obtain written consent from Ameren permitting the City to provide the Property owner temporary electric utility service. The written consent from Ameren shall include a provision that Ameren will resume electric service to the Property owner if the Property owner's request for annexation is not approved or is voluntarily withdrawn.

6. The Property owner shall not make permanent connection to the City public electric utility until such time as the connection has been installed, tested, and inspected in accordance with City ordinances.

7. The Property owner shall comply with all requirements of the City of Jackson's MS4 (municipal separate storm sewer system) Permit No. MOR04C013.

8. The Property owner agrees that water or sewer service connections are unnecessary and are not part of this project. Therefore, no water or sewer service connections are addressed in this agreement.

9. The Property owner acknowledges and understands that applications for voluntary annexation, request for rezoning, and a request for a variance are necessary for the construction of the self storage buildings.

10. The Property owner further acknowledges and understands that one or more of the applications may be denied and if denied, the Property owner may withdraw its application for voluntary annexation.

11. The Property owner shall pay any and all required fees to remove said property from the current fire district upon the successful annexation of the property.

12. The Property owner shall provide the required fire lanes and ADA parking spaces in their parking lot, as well as ADA access to the buildings and all uses.

13. The Property owner shall comply with all ordinances of the City of Jackson, Missouri.

14. This agreement shall be binding upon the parties hereto, their successors, heirs and assigns.

PROPERTY OWNER

INDEPENDENCE SELF STORAGE, LLC

By: Michael H. Lackamp *manager*
Michael H. Lackamp, Manager

CITY OF JACKSON, MISSOURI

By: _____
Mayor Dwain L. Hahs

ATTEST:

Liza Walker, City Clerk/Treasurer

Exhibit
A

ROAD TO OLD WENDBERG CHAPEL

MCKENREE CROOKING 500

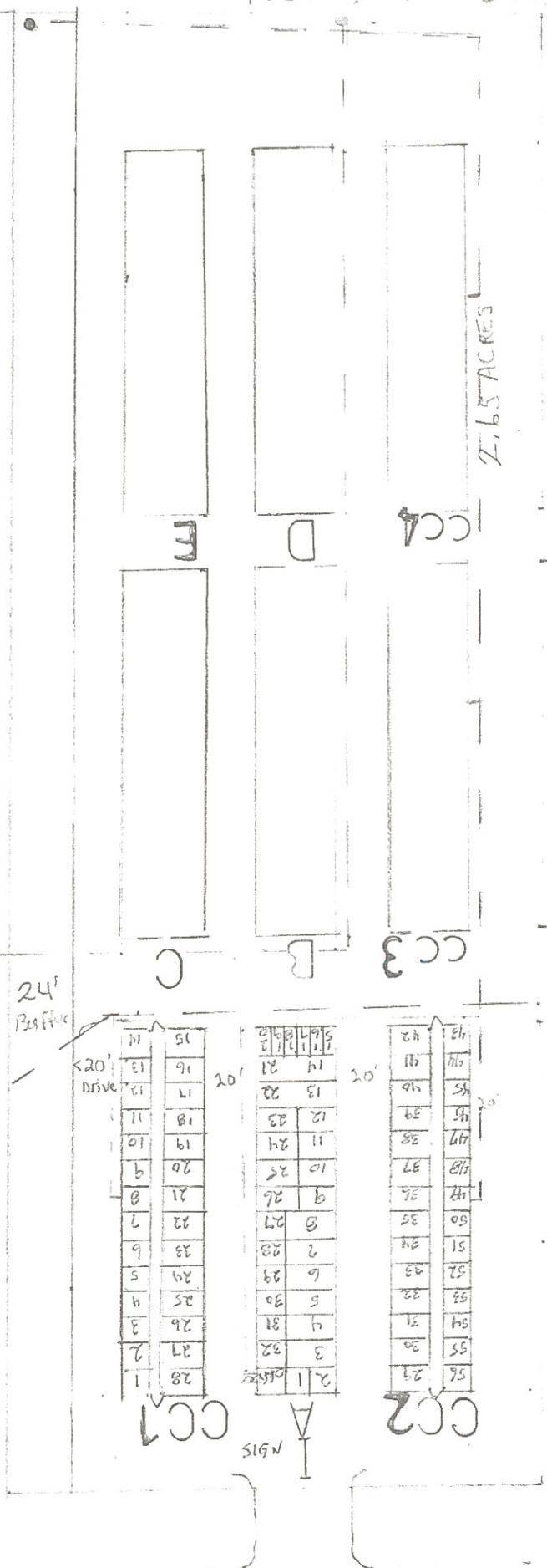
2.65 ACRES



Scale 1"=60'

CC=Climate Control

Sewer
Water
Drain
Pipe



South OLD ORCHARD ROAD

EXHIBIT

B

Tract 1 - Description

THAT PART OF U.S.P.S. NO. 324, TOWNSHIP 31 NORTH, RANGE 13 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF MCKENDREE CROSSING SUBDIVISION, AS RECORDED IN DOCUMENT NO. 2018-05914 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE SOUTH $80^{\circ}51'49''$ EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION, 566.88 FEET; THENCE LEAVING SAID SOUTH LINE, SOUTH $06^{\circ}40'44''$ WEST 204.32 FEET; THENCE NORTH $80^{\circ}51'49''$ WEST 562.37 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE NORTH $05^{\circ}24'59''$ EAST ALONG SAID EAST RIGHT OF WAY LINE, 204.56 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 2.65 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.