



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN STUDY SESSION
Tuesday, July 05, 2022 at 6:30 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

DISCUSSION ITEMS

1. Mid-Year Employee Health Insurance Report – Mr. Todd Obergoenner / Swinford & Associates, Inc.
2. On-street operation of all-terrain vehicles, utility vehicles, and golf carts
3. Update on the Wastewater Bond Issue Education & Outreach Strategy
4. Memorandum of Understanding for Savers Farm Subdivision, Phases 8 & 9
5. Request for replacement and extension of retaining wall in public right-of-way at 300 and 320 East Jefferson Street
6. Previously tabled items
7. Additional items (unspecified)

Posted on 07/01/2022 at 04:00 PM.

MEMO



TO: Mayor and Members of the Board of Aldermen
FROM: Janet Sanders, Building & Planning Manager
DATE: June 30, 2022
SUBJECT: Memorandum of Understanding – Savers Farm
Subdivision Phases 8 & 9

The attached draft Memorandum of Understanding (MOU) has been created for the Savers Farm Subdivision Phases 8 & 9, which are located on property just north of Bent Creek Subdivision & golf course. This property's only access is through the Savers Farm Subdivision located in the county. In 2019, the Board changed the city code to allow access through non-city streets so that it was possible to develop this property.

Due to the unusual combination of city and non-city services, the MOU lists which infrastructure features are allowed to be private or served with utilities other than those of the city and defines the ongoing maintenance responsibilities.

This draft was sent to the developer for review on June 30th. As of the time of packet preparation, a response has not yet been received. Changes will be made as needed in response to Board comments and possibly to requests from the developer, before a final version is presented at a future regular meeting for Board action.

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2022, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “**City**,” and the ***CAPE LAND & DEVELOPMENT, LLC***, hereinafter referred to as “**Developer**,” **WITNESSETH:**

WHEREAS, the Developer is developing subdivisions known as Savers Farm Subdivision Phase 8 and Savers Farm Subdivision Phase 9 within the City; and

WHEREAS, City street access and certain City utilities are not available within a reasonable distance of these locations, and

WHEREAS, the Developer desires to develop streets and utilities to serve the development; and

WHEREAS, the City desires to cooperate with the Developer to facilitate development of this property; 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. The Developer will plat and develop residential subdivisions within the city limits of Jackson, Missouri, known as Savers Farm Subdivision Phase 8 and Savers Farm Subdivision Phase 9 in accordance with all laws and regulations of the City of Jackson, other than as specifically modified herein.

2. The Developer will construct a private sewage collection and disposal system to adequately serve all lots in the subdivisions, and will provide for ongoing ownership, operation, and maintenance of the sewage collection and disposal system and appurtenant fixtures.

3. The Developer will construct an electric system and street lighting system to adequately serve all lots in the subdivisions. Electric supplier will be Ameren UE or other public electric utility as regulated by the Missouri Public Service Commission.

4. The Developer will construct a publicly accessible two-lane street system with optional sidewalks, including bridges as needed, designed to serve large emergency vehicles, fully loaded trash trucks, fully loaded concrete trucks, and other heavy equipment used for construction and maintenance of utilities and residential properties.

5. The Developer will ensure unrestricted access to these subdivisions through the area outside city limits for provided city services, other utility and emergency services, and the public.

6. The City will have no responsibility for current or future ownership, operation, operational costs, upgrade, repair, or maintenance of the sewer system, street system, electric system, street lighting system, and stormwater infrastructure. The City shall have no responsibility for snow plowing, street sweeping, and removal of dirt, mud, or debris. Dissolution of a homeowner's association responsible for ongoing maintenance of these or other facilities will not commute any of these responsibilities to the City of Jackson.

7. This Memorandum of Understanding will be recorded with the Cape Girardeau Recorder of Deeds under the names of Savers Farm Subdivision Phase 8 and Savers Farm Subdivision Phase 9 and shall be referenced in private subdivision restrictions for each subdivision.

8. 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.

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

10. 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.

11. 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.

12. 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

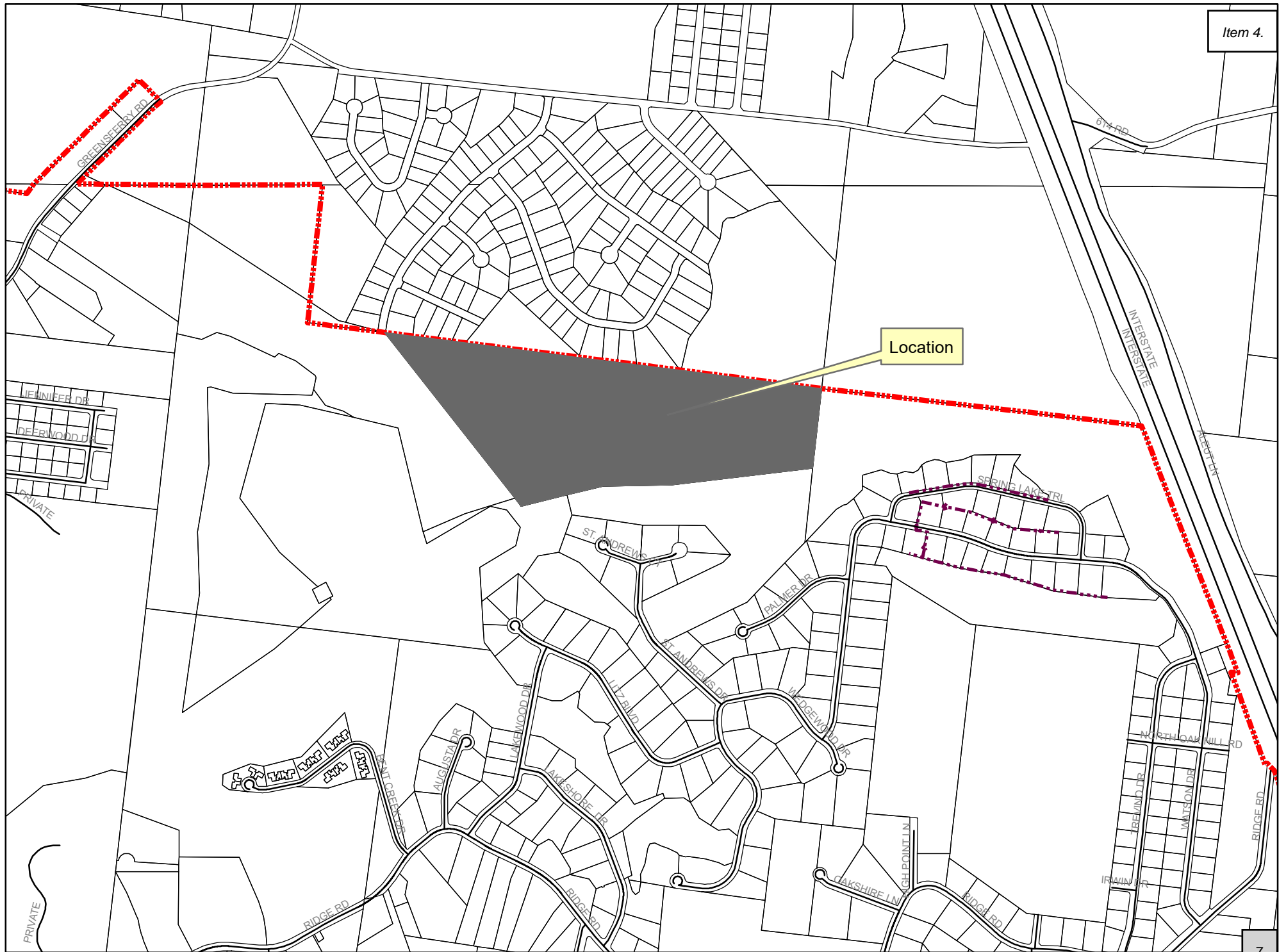
Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

CAPE LAND & DEVELOPMENT, LLC:

Brandon O. Williams
_____(TITLE)_____



Savers Farm Subdivision Phase 8 & 9 (previous phases in county) Location Map

MEMO



TO: Mayor Hahs and Members of the Board of Aldermen
FROM: Janet Sanders, Building & Planning Manager
DATE: June 30, 2022
SUBJECT: Request for construction of retaining wall in East Jefferson Street right of way

The property owner at 300 East Jefferson Street plans to submit a permit application to replace a failing railroad tie retaining wall along their driveway. That wall extends at a tapered height into the right of way nearly to the street curb.

Replacement of this wall for its entire length into the right of way would require approval of the Board of Aldermen. There is no mechanism for the Board of Adjustment to grant a variance outside the private property boundaries.

In addition to replacing the existing wall, the owner of this property at 300 East Jefferson Street and the owner of the adjacent property at 320 East Jefferson Street are also asking to construct a retaining wall connected to the driveway wall that runs parallel with the street and is located 3' from the curb. This would be entirely in the right of way.

Staff review elicited the following comments:

- There are no current city utilities in this location. Other utilities are unknown.
- This right of way may be needed for utility relocation for the future construction for Immaculate Conception Church.
- Jefferson Street is not specifically listed as a priority on the SEMPO Regional Bicycle and Pedestrian plan, but it is connected to the proposed Old Cape Road sidewalk route. The wall construction should include a sidewalk or provision for a future sidewalk that meets city specifications.
- Construction of a wall over 4' in height requires engineered plans.
- 320 East Jefferson has an existing Memorandum of Understanding with the city for construction of their driveway within the Old Cape Road right of way. In addition to their approved driveway, they have also constructed stairs.

If the Board has interest in allowing wall construction / re-construction into the right of way, a Memorandum of Understanding would be needed between the city and the property owners and would be prepared for approval at a future meeting.



Item 5.







