



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN STUDY SESSION**  
**Monday, April 21, 2025 at 6:30 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**DISCUSSION ITEMS**

1. Request for the abandonment of West Madison Street by the Jackson R-2 School District
2. April 16th Planning & Zoning Commission Report
3. April 14th Park Board Report
4. Sunset Drive Bridge Replacement Project – bid tabulation
5. Modification to Task Order Authorization No. 22-15 for the Roundabout Project at North High Street and Deerwood Drive
6. Memorandum of Understanding with The Villas of West Park for the Williams Creek Phase 3 / South Old Orchard Road Sewer Extension Project
7. Discussion of previously tabled items (unspecified)
8. Additional items (unspecified)

Posted on 04/18/2025 at 4:00 PM.



# City of Jackson

**TO:** Mayor and Board of Aldermen

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

**DATE:** April 17, 2025

**RE:** Madison Street Abandonment Request by Jackson R-2 Schools

Dr. Kinder will be at the study meeting to present the results of the school board's discussion on the potential for having public traffic through their parking lot in exchange for the possible abandonment of the portion of West Madison Street within their campus.

Attached is a memo from City Attorney Curt Poore enumerating issues that staff will need to address if the school is agreeable and the Board directs staff to move forward with preparing an agreement between the City and the Jackson R-2 School District.

While the Board can leave most of these details to staff and the attorney, the Board will need to indicate whether they would like staff to proceed in the direction of obtaining city right-of-way or in the direction of obtaining a public access easement. Once developed, a draft will then be returned to the Board of Aldermen and to the school for review.

As always if you have questions, please contact me at [jsanders@jacksonmo.org](mailto:jsanders@jacksonmo.org) or 573-243-2300 x 2031.

## MEMORANDUM

**To:** Staff

**From:** Curt Poore

**Date:** April 15, 2025

**Subject:** Issues and Procedures for Obtaining Public Access Through School's Private Parking Lot in Exchange for Abandonment of W. Madison Street

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### I. Introduction

The City is considering a request from the school to abandon W. Madison Street in front of the School's football stadium. This will eliminate public access between Colorado Street and Oklahoma Street. In exchange, the City may seek public access through the School's private parking lot via either (1) a dedication of a public right-of-way for a public street or (2) a grant of an easement for public ingress and egress. This memorandum evaluates the legal, procedural, cost, liability, and maintenance issues associated with each option and outlines the procedures for implementation.

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### II. Dedication of Public Right-of-Way for a Public Street

#### A. Description

A dedication of a public right-of-way involves the School transferring ownership or control of a portion of its private parking lot to the City for use as a public street. The City would assume full responsibility for the street's construction, maintenance, and regulation, and the public would gain unrestricted access.

#### B. Issues

1. **Loss of School Control:** Dedication permanently transfers control of the designated portion of the parking lot to the City. The School would lose the ability to regulate access, parking, or use of the area, potentially disrupting its operations (e.g., game-day parking or events).
2. **Impact on School Property:** Creating a public street may reduce the parking lot's capacity, affecting the School's ability to accommodate visitors.
3. **Public Use Expectations:** A public street implies unrestricted access, which may conflict with the School's need for controlled access during events. Parents of students may not support a public street through a school parking lot.

### C. Procedure

1. **Negotiation and Agreement:** The City and School must negotiate terms, including the size, location, and design of the right-of-way.
2. **Survey and Plat:** A licensed surveyor must prepare a plat delineating the right-of-way.
3. **City Approval:** The Board of Aldermen must approve the dedication through a public hearing process, ensuring compliance with municipal codes.
4. **Recording:** The dedication is formalized by recording the plat and deed with the County Recorder, transferring the right-of-way to the City.

### D. Costs

- **School:** Surveying fees for preparation of legal description for abandonment of road.
- **City:** Costs for the street (paving, signage, lighting), surveying, and ongoing maintenance.

### E. Liability

- The City assumes liability for accidents, injuries, or property damage on the public street, including claims arising from design defects, poor maintenance, or hazardous conditions.
- The School has no liability for the dedicated area unless it retains adjacent property that contributes to unsafe conditions (e.g., drainage issues).

### F. Maintenance

- The City is solely responsible for maintenance, including paving, snow removal, signage, and repairs.
- The School has no maintenance obligations for the dedicated right-of-way.

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## III. Grant of an Easement for Public Ingress and Egress

### A. Description

An easement grants the City a non-possessory right to use a portion of the School's private parking lot for public ingress and egress. The School retains ownership and control of the property, subject to the easement agreement terms, which defines the scope of public access.

### B. Issues



1. **School Control Retained:** The School maintains ownership and can impose restrictions on the easement's use (e.g., hours of access, types of vehicles, or event-specific closures), subject to the easement agreement. This flexibility may better align with the School's operational needs.
2. **Shared Use Challenges:** Public access through an active parking lot may create conflicts, such as congestion, pedestrian safety concerns, or disputes over parking spaces during School events.
3. **Ambiguity in Scope:** Without clear terms, disputes may arise over the extent of public use, maintenance responsibilities, or the School's ability to modify the easement area.

### C. Procedure

1. **Negotiation and Drafting:** The City and School must negotiate the easement's terms, including its location, width, permitted uses, duration (e.g., perpetual or limited-term), and any restrictions. A detailed legal description is required.
2. **Survey:** A surveyor must define the easement area, which may be less extensive than a full right-of-way.
3. **Approval:** The Board of Aldermen must approve the easement agreement.
4. **Recording:** The easement is recorded with the County Recorder, binding future owners of the School's property.

### D. Costs

- **School:** Surveying and potential loss of parking.
- **City:** Surveying and potential improvements (e.g., signage or pavement markings). Costs are lower than for a public street, as no full-scale construction is required unless the easement area needs upgrades.

### E. Liability

- **School:** As the property owner, the School may face liability for accidents or injuries in the easement area, particularly if caused by poor maintenance (e.g., potholes) or School activities (e.g., event-related hazards).
- **City:** The City's liability depends on the easement terms. If the City assumes maintenance responsibilities, it may share liability for accidents caused by its negligence. Clear allocation of liability in the easement agreement is critical.
- **Insurance:** Both parties may need to adjust insurance policies to cover potential claims arising from public use.

### F. Maintenance

- Maintenance responsibilities depend on the easement agreement. Typically, the School maintains the easement area as part of its parking lot, but the City may contribute to costs for public-specific improvements (e.g., signage).
- Ambiguity in maintenance obligations can lead to disputes, necessitating clear terms in the agreement.

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#### IV. Comparison and Recommendations

Factor	Public Right-of-Way	Easement
<b>School Control</b>	None; City controls street	Retained; subject to easement terms
<b>Property Impact</b>	Permanent loss of parking lot area	Shared use; potential congestion
<b>Cost to City</b>	High (construction, maintenance)	Lower (minimal improvements)
<b>Cost to School</b>	Surveying	Surveying
<b>Liability</b>	City assumes full liability	Shared; depends on agreement
<b>Maintenance</b>	City responsible	School primarily; City may contribute
<b>Procedure</b>	Complex (plat, hearings, recording)	Simpler (agreement, recording)

#### Recommendations:

- An **easement** is likely preferable for both parties. It allows the School to retain control over its property, minimizes City costs, and provides flexibility to address operational needs (e.g., event-specific restrictions). However, the easement agreement must clearly define:
    - The scope of public access (e.g., hours, vehicle types).
    - Maintenance and liability responsibilities.
    - Dispute resolution mechanisms.
  - If the City prioritizes unrestricted public access and is willing to bear construction and maintenance costs, a **public right-of-way** may be appropriate. However, this option reduces the School's control and substantially increases the City's responsibilities.
  - Public input should be considered by a public hearing to address community concerns about access changes.
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#### V. Conclusion

The choice between a public right-of-way and an easement hinges on balancing the City's need for reliable public access with the School's need to maintain control over its property. An easement offers a more flexible, cost-effective solution, provided the agreement is carefully drafted to address liability, maintenance, and use conflicts.









**CITY OF JACKSON**  
**PLANNING & ZONING COMMISSION MEETING AGENDA**

**Wednesday, April 16, 2025 at 6:00 PM**

**City Hall, 101 Court Street, Jackson, Missouri**

**Regular Members**

Bill Fadler  
Tony Koeller  
Michelle Weber  
Tina Weber

**Harry Dryer, Chairman**

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

**Regular Members**

Angelia Thomas  
Heather Harrison  
Russ Wiley  
Travis Niswonger

**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF MINUTES**

1. Approval of the March 12, 2025 minutes.

**PUBLIC HEARINGS**

**OLD BUSINESS**

**NEW BUSINESS**

2. Consider a request to approve a final plat of Williams Creek Estates submitted by SM Richards Properties, LLC.

**CONSIDER A MOTION TO ADD ITEMS TO THE AGENDA**

**ADJOURNMENT**

This agenda was posted at City Hall on April 11, 2025, at 12:00 PM.

JOURNAL OF THE PLANNING & ZONING COMMISSION  
CITY OF JACKSON, MISSOURI  
WEDNESDAY, MARCH 12, 2025, 6:00 P.M.  
REGULAR MEETING  
CITY HALL COUNCIL ROOM, 101 COURT STREET, JACKSON, MISSOURI

The Planning and Zoning Commission met in regular session, with Chairman Harry Dryer presiding. Commissioners Tony Koeller, Angelia Thomas, Bill Fadler, Russ Wiley, Michelle Weber, and Tina Weber were present. Commissioners Heather Harrison and Travis Niswonger were absent. Building and Planning Manager Larry Miller was present as staff liaison. Alderman Mike Seabaugh, Eric Fraley, and Steve Stroder were present. Dee Vaughn, Minnie Miller, Debbie Birk, Shawn Wren, Victoria Johnson, Matt Enos, Patty Main, Matt Palisch, Kathy Rhodes, Deane Sprout, Philip Gminski, Melissa Turner, Jerry Turner, Marilyn Turner, David Turnrt, David Heisel, Karen Heisel, and Ashley Palmer were the citizens in attendance.

#### APPROVAL OF MINUTES

Approval of the February 12, 2025 )  
regular meeting minutes )

The minutes of the previous meeting were unanimously approved on a motion by Commissioner Tony Koeller, seconded by Commissioner Tina Weber.

#### PUBLIC HEARINGS

Public hearing for rezoning a 6.36-acre lot )  
county parcel number )  
15-101-00-02-004.01-0000, from an R-2 )  
Single Family Residential District to an )  
R-4 General Residential District as )  
submitted by Robert W. and Belinda Phillips)

Public hearing for a special use permit for a )  
community unit plan with multiple )  
buildings on a 6.36-acre single lot in an R-4 )  
General Residential District at parcel )  
number 15-101-00-02-004.01-0000 as )  
submitted by Robert W. & Belinda Phillips )

Chairman Dryer opened the hearing. Mr. Miller read a report detailing the application dates and notification schedules for both public hearings.

Applicant Shawn Wren from 2950 Perryville Road came forward, was sworn in, and explained that he is looking into building multi-family housing. He said the development would increase property tax revenue in addition to sales tax revenues from bringing people to Jackson to live. Wren also expressed his interest in the Jackson community.

Commissioner Tina Weber asked how many units would be available. Mr. Shawn Wren responded that there would be approximately 32 to 60 units. She then inquired about the number of parking spaces per unit, to which Mr. Wren stated that there would be two per unit. Commissioner Weber further asked if the rezoning and special use permit were approved, how long the project would take to complete. Mr. Wren responded that it would be built in phases. She also inquired about the availability of covered parking, and Mr. Wren confirmed that some covered parking would be provided. Lastly, Commissioner Weber asked about the monthly rental cost of the units. Mr. Wren stated that the cost would be at least \$1,000 per month.

Commissioner Tony Koeller asked Mr. Wren if the development would be more upscale than the apartments he had built on Broadridge, and he replied that it would. Mr. Wren said those go for \$950 per month. Commissioner Tony Koeller then asked if he could explain why he wanted to switch from the twelve lots to the current multi-family plan. Mr. Wren explained that it had to do with the infrastructure, which would make the lots cost at least \$80,000 to \$100,000 each, resulting in a price of between \$700,000 and \$900,000 for the homes.

There were no further questions from the Commission for Mr. Wren. Chairman Harry Dryer then called on anyone who had an objection to the request to come forward.

Matt Enos from 2035 Ridge Road came forward, was sworn in, and explained his opposition to the requests. He said rental property can decrease surrounding property values because R-4 is not a good investment for people who have single-family lots. He said the traffic would increase and asked if East Elementary would be able to support the increase in students. Mr. Enos asked who would enforce the codes for nuisances that would occur from these rentals. He asked the Commission if the sale of the property is contingent on the approval of Mr. Wren's requests, and they responded that it was. Mr. Enos wanted to know what would guarantee that the property would be built as presented.

Victoria Johnson, 2035 Ridge Road, came forward, was sworn in, and explained her opposition to the requests. She said that the neighborhood currently consists of single-family detached homes. She stated that the city of Jackson's comprehensive plan was prepared to guide decisions related to development regulations, capital improvements, and other local policies and actions. Mrs. Johnson explained that the comprehensive plan includes a statement restricting multi-family units to concentrated areas. The R4 multifamily zoning within our neighborhood is concentrated in areas along E Main St., particularly at the intersections of N Shawnee Blvd. and Oak Hill. Mrs. Johnson stated that the Multifamily Residential designation includes higher-density units, such as apartments, townhomes, and mobile homes. However, R4 zoning encompasses other types of compact residential developments, including tiny homes and two-family dwellings. According to the comprehensive plan, new multifamily residential developments should be prioritized near arterial roadways, such as Main Street or Independence Street, and close to amenities like grocery stores, restaurants, and parks. She said this proposed zoning change area

is not near an arterial roadway. And it is not designated as a primary growth area. It is surrounded by and located in the middle of an R2 residential district. It is not conveniently located near grocery stores, restaurants, or regional shopping centers. The only close amenity is Litz Park and the golf course. Mrs. Johnson said the traffic on Ridge Road has become an increasingly serious safety concern. The speed of passing vehicles has increased, and any additional traffic will increase this safety hazard. She stated that a change from R-2 to R-4 zoning does not align with the comprehensive plan, and approving this change would constitute spot zoning.

Melissa Turner, 2105 Ridge Road, came forward, was sworn in, and explained her opposition to the requests. She said she has lived at her residence since 2001, and since then, the traffic has increased. She said she is concerned about how this will affect the neighborhood and what it will do to the property values.

Dean Sprout, 2268 Bent Creek Drive, came forward, was sworn in, and explained his opposition to the request. He said that when he spoke with the owner of this tract of land, they had planned to build six single-family dwellings, but now they are going to be apartments. He said his view is right across the pond at this property, and he doesn't want to look at apartments in a single-family dwelling area. Mr. Sprout said there are no apartments except for on Main Street. He said there is no doubt that these will reduce the property values.

Dave Turner, 2276 Bent Creek Drive, came forward, was sworn in, and explained his opposition to the request. He asked the board how they would feel if someone tried to place multi-family dwellings in their front or back yard. He told the board to consider how they would feel when it comes time to vote.

Chairman Harry Dryer asked if anyone else would like to speak in opposition. Seeing none, he asked if anyone would like to speak in favor of the request. Seeing none, he asked Mr. Wren if he would like to come forward and address any of the comments or questions.

Mr. Wren came back forward to address the questions and comments. He said that he and his wife manage several properties together and take pride in taking care of them. He said the traffic was a concern when they built the apartments on Broadridge near the Middle School, which is in a much higher traffic area than Ridge Road. Mr. Wren said it has been six years, and as far as he knew, the traffic wasn't an issue. He said as far as he knew, the property values didn't plummet due to the apartments, so he didn't suspect them to plummet on Ridge Road either. Mr. Wren said you could review their track record from the office building on N. Lacey, including the original developers in Ramsey Branch and McKendree Crossing subdivisions, as well as the apartments on Broadridge Drive. He believes that what they have done speaks for itself in the community. He said that if houses were to be built on the tract, they would be out of context with the homes across the street, which are primarily vinyl-sided. He said these Townhouses would supersede those values and styles. Mr. Wren asked if the board had any more questions for him.

Commissioner Bill Fadler asked if there was anyone who lived directly across the street from this tract of land.



Minnie Miller, of 1929 Ridge Road, came forward, was sworn in, and explained that she doesn't want an apartment complex across the street. She said she also agreed with everything Mrs. Johnson said.

Dolores Vaughan, of 1887 Ridge Road, came forward, was sworn in, and explained that she doesn't want apartments across the street. She said she also agreed with everything Mrs. Johnson said.

Debbie Birk, of 822 Mulberry Street, came forward, was sworn in, and explained that she doesn't want apartments across the street. She said she also agreed with everything Mrs. Johnson said.

Chairman Harry Dryer asked if anyone else would like to speak in opposition. Seeing none, he asked if anyone would like to speak in favor of the request. Seeing none, he closed the public hearing.

## OLD BUSINESS

Consider a request for rezoning a 6.36-acre )  
 lot county parcel number )  
 15-101-00-02-004.01-0000, from an R-2 )  
 Single Family Residential District to an )  
 R-4 General Residential District as )  
 submitted by Robert W. and Belinda Phillips)

Chairman Dryer asked if the Commission had any questions or comments.

Commissioner Tony Koeller, an appraiser, said he believes property values will change, but he cannot predict whether the values of neighboring properties will increase or decrease. He said he was on the Comprehensive Plan Committee, so he understood exactly what Mrs. Johnson was talking about when she talked about spot zoning. Commissioner Tony Koeller said if the Commission starts allowing spot zoning, they probably won't be able to stop because a precedent has been established.

Commissioner Harry Dryer inquired about the conditions required for approval before any work could start. The existing private sanitary sewer easement must be dedicated to the City. Mr. Larry Miller explained that there is currently a private easement with a private sanitary sewer that runs through the Bent Creek Golf Course and stops at the north end of the tract. He said that the sanitary sewer would need to be tested and the easement made public before the city would accept it. Mr. Larry Miller stated that it is up to the property owners to agree on making it a public easement and sewer system. If the owner of the private easement does not want to make it a public sewer system, then Mr. Wren wouldn't be able to build on the tract.

Commissioner Harry Dryer asked if there would be fire protection between the units. Mr. Larry Miller explained that if this passes, all fire protection will be looked at once the plans and permit

are submitted. Currently, there are no plans in place because Mr. Wren wants to see if this passes before he invests in plans.

Commissioner Harry Dryer asked if the street would be a public street, and Mr. Larry Miller replied that it would be a private street, which means the City would not provide trash service or street maintenance.

Commissioner Russ Wiley asked about any potential legal issues with the proposed spot zoning. Chairman Harry Dryer stated that the comprehensive plan had been developed over several years by the committee and consulting firm. It is a recommendation, not a law, to which the City is bound. Chairman Harry Dryer continues to say that the City has gone on record as saying they are not in favor of spot zoning.

Commissioner Tony Koeller motioned to approve the rezoning from an R-2 to an R-4 as submitted. Commissioner Russ Wiley seconded the request, which was denied by a roll call vote.

Vote: 1 ayes, 6 nays, 0 abstentions, 2 absent

Chairman Harry Dryer explained that, since this request had been denied, it would require a supermajority vote from the Board of Aldermen to be overturned.

Consider a request for a special use permit )  
for a community unit plan with multiple )  
buildings on a 6.36-acre single lot in an R-4 )  
General Residential District at parcel )  
number 15-101-00-02-004.01-0000 as )  
submitted by Robert W. & Belinda Phillips )

There was no action on this item since the rezoning did not pass.

## NEW BUSINESS

Consider a request to approve a Land )  
Exchange Certification for transferring .12 )  
Acres from 813 Old Cape Road to 819 )  
Old Cape Road, as submitted by )  
Semo Rental Properties, LLC. )

Chairman Harry Dryer asked for a staff report.

Mr. Larry Miller explained that 813 Old Cape Road was exchanging land with 819 Old Cape Road. He showed the Commission where the property was located and which part of the property would be exchanged, using visuals on the TVs located in the Board Chamber.

Chairman Harry Dryer asked if the applicant was present. Since the applicant wasn't present, the chairman asked if the Commissioners had any questions or comments. Seeing no further questions or comments, Chairman Harry Dryer asked for a motion.

Commissioner Tony Koeller motioned to approve the land exchange as submitted. Commissioner Bill Fadler seconded the request, which was approved.

Vote: 7 ayes, 0 nays, 0 abstentions, 2 absent

Consider a request to approve a Land )  
 Exchange Certification for transferring .01 )  
 Acres from 125 E Main St to 117 S Hope )  
 Street, as submitted by )  
 CPM Investments, LLC. )

Chairman Harry Dryer asked for a staff report.

Mr. Larry Miller explained that 125 East Main Street was exchanging land with 117 S Hope Street. He showed the Commission where the property was located and which part of the property would be exchanged, using visuals on the TVs located in the Board Chamber.

Chairman Harry Dryer asked if the applicant was present.

The applicant, Matt Palisch, 1428 County Road 614, came forward and explained the land exchange to the Commission. He said the reason he is granting the land exchange is that he did not want patrons from 117 S. Hope using his property to access the parking lot in the rear of the building, due to liability concerns. He said they would be placing a decorative fence along the new property line once this land exchange has been approved.

Commissioner Tina Weber asked whether the fence would extend across their parking lot, and Mr. Palish replied that it wouldn't.

Mr. Palish said that the hope is that this will encourage the patrons to use the back parking lot instead of using his, which is private.

Commissioner Harry Dryer asked if the Commissioners had any questions or comments. Seeing no further questions or comments, Chairman Harry Dryer asked for a motion.

Commissioner Tina Weber motioned to approve the land exchange as submitted. Commissioner Tony Koeller seconded the request, which was approved.

Vote: 7 ayes, 0 nays, 0 abstentions, 2 absent

## ADDITIONAL ITEMS

None )

## ADJOURNMENT

Consider a motion to adjourn )

Commissioner Tony Koeller motioned to adjourn, seconded by Commissioner Bill Fadler, and unanimously approved.

Vote: 7 ayes, 0 nays, 0 abstentions, 2 absent

Respectfully submitted,



Tony Koeller  
Planning and Zoning Commission Secretary

Attest:



Larry Miller  
Building and Planning Manager

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

## Staff Report

**ACTION ITEM:** Consider a request to approve a final plat of Williams Creek Estates submitted by SM Richards Properties LLC.

**APPLICANT:** SM Richards Properties LLC. (Shane Richards)

**APPLICANT STATUS:** Property Owner

**PURPOSE:** To subdivide an existing tract of land.

**SIZE:** 1.60 Acres

**PRESENT USES:** A C-2 General Commercial (Farmland).

**PROPOSED USE:** C-2 General Commercial District (Portable Building Sales)

**SURROUNDING LAND USE:** North, South, and West are C-2 General Commercial Districts; East is R-2 in all directions

**HISTORY:** N/A

**TRANSPORTATION AND PARKING:** It will be up to MODOT if access can be made to the property from E Jackson Blvd.

**APPLICABLE REGULATIONS:** Land Subdivision Regulations (Chapter 57) and Zoning Regulations (Chapter 65)

**2024 COMPREHENSIVE PLAN:** Single Family (Currently zoned C-2 General Commercial)

**FLOODPLAIN INFORMATION:** This property is located in a floodplain and floodway per FEMA panel 29031C0232E DATED 9-29-2011

**PHYSICAL CHARACTERISTICS:** Williams Creek runs on the West side of this property.

**COMMENTS:** This property was sold from the Nitsch Farms LP tract in December 2024. Both parties didn't go through the final plat process before having it recorded with the Cape Girardeau County Recorder of Deeds.

**ACTION REQUIRED:** The Commission shall approve or deny this request. The Commission's action serves as a recommendation to the Board of Alderman. A positive recommendation requires a simple majority of the Board of Alderman for approval, and a negative recommendation requires a super-majority (6 votes).



## SUBDIVISION APPLICATION FORM

### City of Jackson, Missouri

**NAME OF SUBDIVISION:** WILLIAMS CREEK ESTATES

**DATE OF APPLICATION:** MARCH 11, 2025

**PROPERTY OWNERS:** (all legal property owners exactly as listed on the deed)

Names, Addresses & Phone #s: SM RICHARDS PROPERTIES LLC  
3071 LEXINGTON  
CAPE GIRARDEAU, MO 63701

**CONTACT PERSON HANDLING APPLICATION:**

Contact's Name: CHRIS KELLEY

Contact's Mailing Address: 2121 MEGAN DRIVE  
CAPE GIRARDEAU, MO

Contact's Phone: (573)339-5900

**ENGINEER / SURVEYOR:**

Company Name, Addresses & Phone #: BOWEN ENGINEERING AND SURVEYING, P.C.  
2121 MEGAN DRIVE  
CAPE GIRARDEAU, MO 63701

**TYPE OF SUBDIVISION APPLICATION:** (check all applicable items)

- |   |  |
|---|--|
| <input type="checkbox"/> Preliminary plat approval  | <input checked="" type="checkbox"/> Final plat approval          |
| <input type="checkbox"/> Minor subdivision approval | <input checked="" type="checkbox"/> Re-subdivision plat approval |

**LEGAL DESCRIPTION OF TRACT:** (attach separate page if necessary)

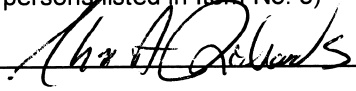
**ZONING:** Indicate the current zoning district classification of the entire tract to be developed (circle all that apply):

- |                                    |                                  |
|------------------------------------|----------------------------------|
| R-1 Single Family Residential      | C-1 Local Commercial             |
| R-2 Single Family Residential      | <b>C-2</b> General Commercial    |
| R-3 One and Two Family Residential | C-3 Central Business District    |
| R-4 General Residential            | C-4 Planned Commercial District  |
| MH-1 Mobile Home Park              | CO-1 Enhanced Commercial Overlay |
| CO-1 Enhanced Commercial Overlay   | I-1 Light Industrial             |
|                                    | I-2 Heavy Industrial             |
|                                    | I-3 Planned Industrial Park      |

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

**OWNERS' SIGNATURES:**

I state upon my oath that all of the information contained in this application is true. (Original signatures of all persons listed in Item No. 3)

  
\_\_\_\_\_

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

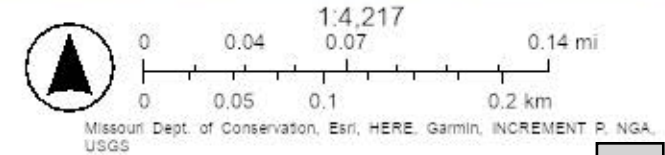
Building & Planning Superintendent  
City of Jackson  
101 Court Street  
Jackson, MO 63755

Ph: 573-243-2300 ext. 29  
Fax: 573-243-3322  
Email: [permits@jacksonmo.org](mailto:permits@jacksonmo.org)

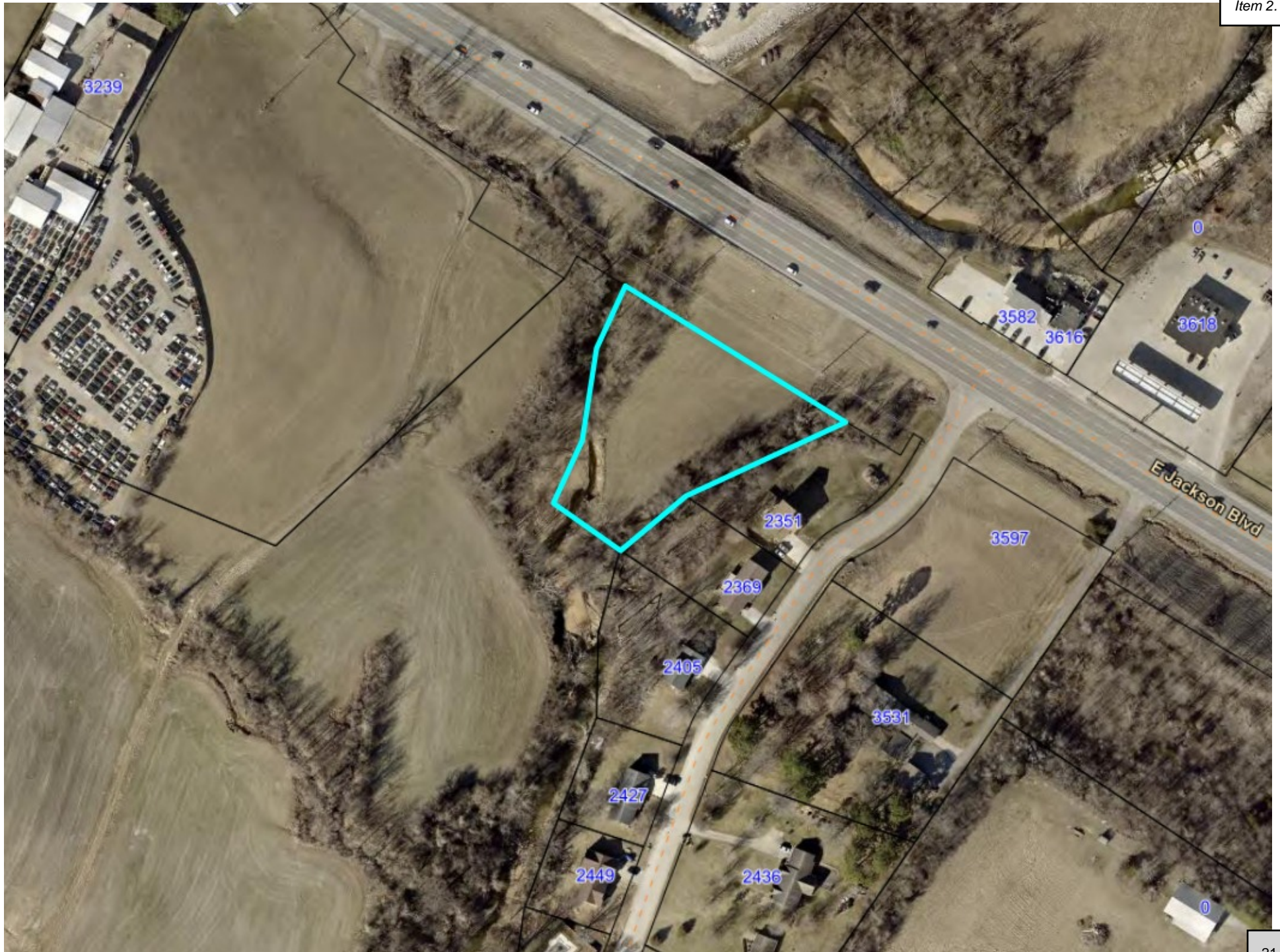




4/8/2025, 2:19:46 PM







SURVEY NOTES:

This Survey Creates A New 1.60 Acre Tract From The Parent Tract Recorded In Doc. No. 2015-02314

Measured Dimensions Shown Without Parentheses  
Deed Or Record Dimensions Shown With Parentheses

Basis Of Survey Datum - Nad83, M.S.P.C. Zone 2401 East  
CORS Station MOJK Of The Modot GPS RTK Network

Latitude 37° 24' 44.5840" North  
Longitude 89° 39' 00.22115" West  
Ellipsoid Height 384.012 U.S. Survey Feet  
Northing 575,957.276 U.S. Survey Feet  
Easting 1,067,059.319 U.S. Survey Feet  
Elevation 476.96 U.S. Survey Feet

As Published On National Geodetic Data Sheets,  
Retrieval Date December 28, 2023 And Converted  
From Meters To U.S. Survey Feet.

Survey Class - Urban

REFERENCES:

Record Plat of Annwood Estates Plat Book 17 - Page 30

General Warranty Deed, Doc. No. 2015-02314  
General Warranty Deed, Doc. No. 2024-10022

Online Mapping Records For Cape Girardeau, County  
<https://maps.comavision.com/capegirardeau>

FLOOD ZONE INFORMATION:

By Graphic Plotting Only. This site lies in Flood Zone AE,  
Special Flood Hazard Area, as indicated by FIRIM Map.  
Panel Number 29031G0232 E, Dated September 29, 2011

ZONING INFORMATION:

Subject Property is Zoned C2, General Commercial District

Maximum Building Height: 50' Not Over 5 Stories  
Maximum Lot Width: None  
Maximum Lot Area: NONE

Setbacks:  
Front Yard 30 FT.  
Side Yard 8 FT.  
Rear Yard 25 FT.

SURVEY LEGEND

CENTERLINE	---
RIGHT OF WAY LINE	---
PROPERTY LINE	---
ADJOINER'S PROPERTY LINE	---
BUILDING SETBACK LINE	---
FLOOD ZONE LINE	---
REGULATORY FLOODWAY LINE	---
NEW UTILITY EASEMENT LINE	---
EXISTING EASEMENT LINE	---
MANHOLE	○

LINE DIMENSION TABLE

NO.	BEARINGS	DISTANCE
1	S 31° 08' 55" W	35.00'
2	N 41° 15' 54" E	30.48'

SURVEY MONUMENT NOTES:

- - FOUND 1/2" IRON PIN (AS NOTED)
- - SET 1/2" IRON PIN
- - FOUND IRON PIPE
- - FOUND STONE
- ▲ - FOUND R/W MARKER
- ⊕ - FOUND T-POST
- ⊗ - FOUND COTTON PICKER SPINDLE
- - ANGLE POINT (NO CORNER SET)

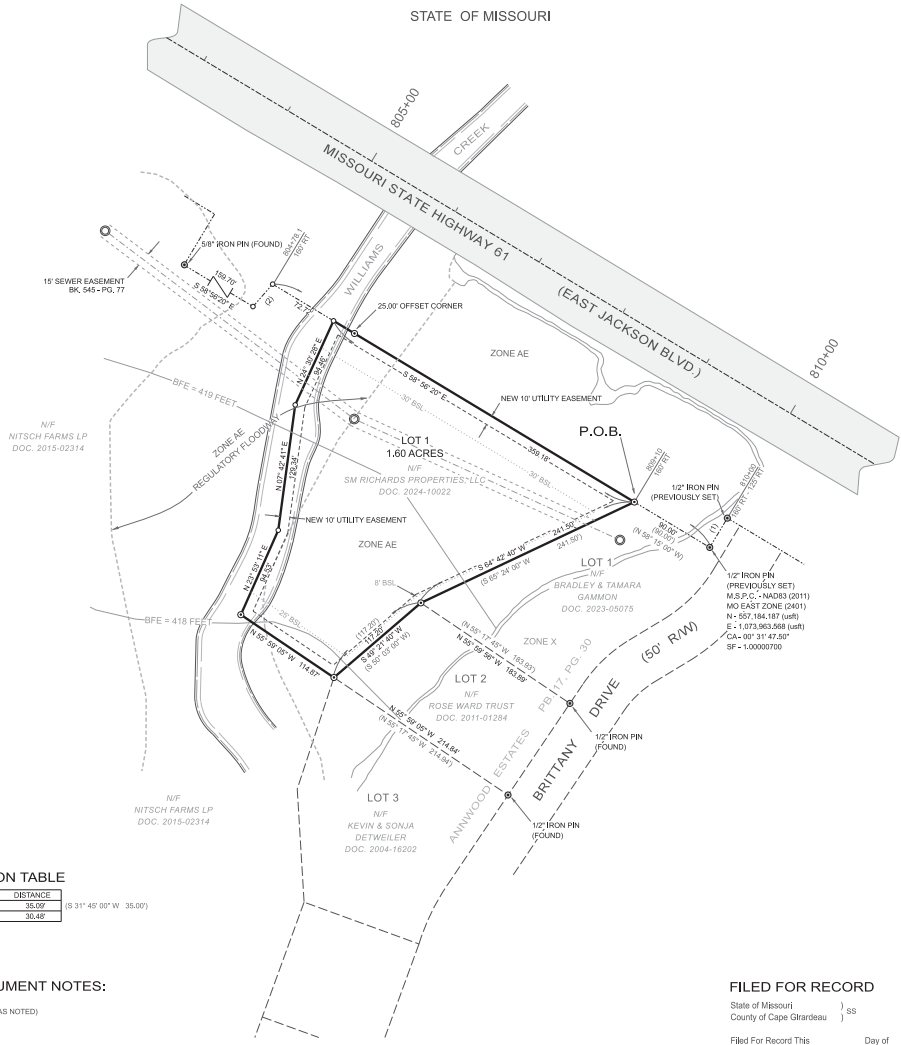
RECORD PLAT

# Williams Creek Estates

A PART OF U.S.P.S. NO. 235, T 31 N, R 13 E, OF THE 5th P.M.

CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU,

STATE OF MISSOURI



SUBDIVISION DEDICATION

The Undersigned SM Richards Properties, LLC, a Missouri Limited Liability Company, Owner In Fee of A Part of U.S.P.S. No. 235, Township 31 North, Range 13 East of the Fifth Principal Meridian, City of Jackson, County of Cape Girardeau, State of Missouri and Being More Particularly Described as Follows:

Beginning at a 1/2" Iron Pin (Set) at the most Northerly Corner of Lot 1 of Annwood Estates, as recorded in Plat Book 17, at Page 30 in the Land Records of the County Recorder's Office; Thence along the West line of Lots 1 and 2 of Annwood Estates, S 64° 42' 40" W, 241.50 feet to a 1/2" Iron Pin (Set); Thence S 49° 21' 40" W, 117.20 feet to a 1/2" Iron Pin (Set) at the most Westerly Corner of Lot 2; Thence leaving said West line, N 55° 59' 00" W, 114.87 feet to the Centerline of Williams Creek; Thence along said centerline the following courses and distances:

N 23° 53' 11" E, 64.53 feet; Thence  
N 07° 42' 41" E, 129.34 feet; Thence  
N 24° 30' 28" E, 94.46 feet to the South Right of Way line of Missouri State Highway 61; Thence S 58° 56' 20" E, 359.18 feet along said South Right of Way line to the Point of Beginning, containing 1.60 Acres, more or less.

Hereby declare that they have caused said land to be subdivided into lots as numbered and designated on this plat, and do hereby establish permanent easements for utilities, sewers and drainage, as shown on this plat, and do hereby dedicate to the public use forever streets as shown on this plat, and do hereby name said subdivision, "Williams Creek Estates".

In Witness Whereof, Signed This \_\_\_\_\_ Day of \_\_\_\_\_, 2025 A.D.

Shane A. Richards, Managing Member

STATE OF MISSOURI  
COUNTY OF CAPE GIRARDEAU

Before Me, a Notary Public for Said State and County, Personally Appeared Jeffrey L. Spray, Managing Member of SM Richards Properties, LLC, a Missouri Limited Liability Company, Known to Me to Be the Person Described Herein, Who Acknowledged That He Executed the Foregoing Instrument as His Free Act and Deed.

In Witness Whereof, I Hereunto Set My Hand and Affix My Official Seal This \_\_\_\_\_ Day Of \_\_\_\_\_, 2025 A.D.

Notary Public My Term Expires

I, Angela Birk, City Clerk of Jackson, Missouri, do hereby certify that this Plat was Approved and Accepted by the City Council of Jackson, Missouri on This \_\_\_\_\_ Day of \_\_\_\_\_, 2025 A.D. As approved by Ordinance No. \_\_\_\_\_

Angela Birk, City Clerk of Jackson, Mo.

Approved By: Dwain Hahn, Mayor

Approved By: Janet Sanders, Director of Public Works

Approved By: Harry Dryer, Chairman,  
Planning And Zoning Commission

SURVEYOR'S CERTIFICATION

This is to certify that at the request of SM Richards Properties, LLC, the tract shown hereon was surveyed under my direct supervision, and the results of said survey are represented correctly on this plat. Said survey was executed in accordance with the current minimum standards for property boundary surveys of the Missouri Department of Agriculture, Division of Weights and Measures. There may exist other documents that could affect this parcel, of which an accurate and current title search may disclose. In witness whereof, I hereunto set my seal and signature:

This 8th Day of April, 2025 A.D.

FOR REVIEW

R. Christopher Bowen

MO. PLS 92232

FILED FOR RECORD

State of Missouri  
County of Cape Girardeau } ss

Filed For Record This \_\_\_\_\_ Day of \_\_\_\_\_, 2025 A.D.  
and Duty Recorded in Document No. \_\_\_\_\_

Andrew Darrk Blather, Cape Girardeau County Recorder of Deeds

224 Maple Dale  
P.O. Box 273  
Cape Girardeau, MO 63701  
www.bowenengineering.com

**Bowen**  
ENGINEERING & SURVEYING  
Consulting Engineers • Land Surveyors • Testing Laboratories

David Engineering & Surveying, LLC  
Land Surveyors • Civil Engineers • Professional Surveyors  
Licensed Surveyors • Missouri State Certificate of Authority #000006

SM Richards Properties, LLC  
3071 Lexington Ave  
Cape Girardeau, MO 63701

DESCRIPTION	DATE

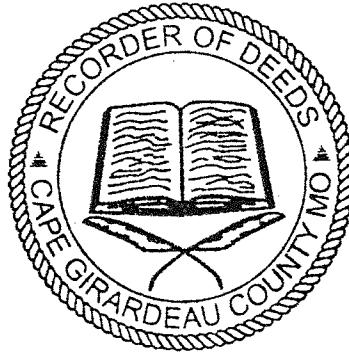
Created: 01/02/25  
Bowen Engineering & Surveying, P.C.

JOB NO.	S25-0056
DATE	APRIL 8, 2025
FILE	S250056-015.DGN
CAUSE	S24106-27P
DWN BY	RWB
CHK BY	CKK
SCALE	1" = 80'

RECORD  
PLAT

SHEET NO.  
1 of 1





**ANDREW DAVID BLATTNER**  
**RECORDER OF DEEDS**  
**CAPE GIRARDEAU COUNTY, MO**  
**eRECORDED ON**  
**12/17/2024 02:49:01 PM**  
**REC FEE: 27.00**  
**PAGES: 2**

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## WARRANTY DEED

This Warranty Deed made and entered into this 16<sup>th</sup> day of December, 2024, by and between **NITSCH FARMS, L.P., a Missouri Limited Partnership**, hereinafter referred to as **GRANTOR**, and **SM Richards Properties, LLC, a Missouri Limited Liability Company**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is:

4879 Parkside Ct. Jackson, MO 63755

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

A Part of U.S.P.S. No. 235, Township 31 North, Range 13 East of the Fifth Principal Meridian, City of Jackson, County of Cape Girardeau, State of Missouri and being more particularly described as follows:

Beginning at a 1/2" Iron Pin (Set) at the most Northerly Corner of Lot 1 of Annwood Estates, as recorded in Plat Book 17, at Page 30 in the Land Records of the County Recorder's Office; Thence along the West line of Lots 1 and 2 of Annwood Estates, S 64° 42' 40" W, 241.50 feet to a 1/2" Iron Pin (Set); Thence S 49° 21' 40" W, 117.20 feet to a 1/2" Iron Pin (Set) at the most Westerly Corner of Lot 2; Thence leaving said West line, N 55° 59' 05" W, 114.87 feet to the Centerline of Williams Creek; Thence along said centerline the following courses and distances: N 23° 53' 11" E, 94.53 feet; Thence N 07° 42' 41" E, 129.34 feet; Thence N 24° 30' 28" E, 94.46 feet to the South Right of Way line of Missouri State Highway 61; Thence S 58° 56' 20" E, 359.18 feet along said South Right of Way line to the Point of Beginning, containing 1.60 acres, more or less.

Description taken from Survey dated October 16, 2024 by R. Christopher Bowen, MO. PLS #2232, Bowen Engineering & Surveying.

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

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

**GRANTOR:**

NITSCH FARMS, L.P., a Missouri Limited Partnership

BY NITSCH GIRLS, L.L.C, a Missouri Limited Liability Company, General Partner

BY: Cynthia A. Raganyi  
Cynthia A. Raganyi, Managing Member

BY: Lynette S. Moore  
Lynette S. Moore, Managing Member

BY: Rhonda K. Norman  
Rhonda K. Norman, Managing Member

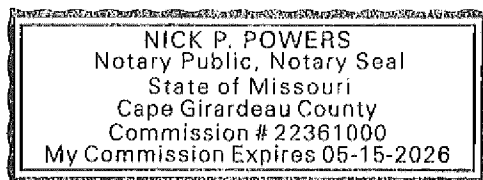
STATE OF MISSOURI )  
 ) ss.  
COUNTY OF CAPE GIRARDEAU )

On this 16 day of December, 2024, before me personally appeared **Cynthia A. Raganyi, Lynette S. Moore, and Rhonda K. Norman, Managing Members of NITSCH GIRLS, L.L.C, General Partner of NITSCH FARMS, L.P., a Missouri Limited Partnership**, to me known to be the person described in and who executed the within Warranty Deed in behalf of said limited partnership and acknowledged to me that he or she executed the same for the purposes therein stated.

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

Nick P. Powers  
Notary Public

My commission expires:



2411106



**CITY OF JACKSON**  
**PARK BOARD MEETING**  
**Monday, April 14, 2025 at 6:00 PM**  
**Jackson Civic Center, 381 East Deerwood Drive**

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**AGENDA**

**BOARD MEMBERS PRESENT**

**RECOGNITION OF VISITORS**

**READING OF PREVIOUS MEETING MINUTES**

1. March 2025 Minutes

**OLD BUSINESS FROM PREVIOUS MEETINGS**

2. American Rescue Plan Act Project Updates
3. Park Day 2025

**NEW BUSINESS**

4. All-Star Soccer Tournament | May 3-4

**COMMITTEE REPORTS**

**CIVIC CENTER REPORT**

5. Civic Center Report

**PARKS & RECREATION DIRECTOR'S REPORT**

6. Park Director's Report

**ADJOURNMENT**

Posted on 04/10/2025 at 04:00 PM.



# KOEHLER ENGINEERING & LAND SURVEYING, INC.

194 Coker Lane  
CAPE GIRARDEAU, MO 63701  
PH: (573) 335-3026 FX: (573) 335-3049

Item 4.

April 16, 2025

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

**RE: BRO-R129(001)**  
**Bridge #2150005 over Hubble Creek at Sunset Hills Subdivision**

Ms. Sanders,

On April 15<sup>th</sup>, 2025 at 10:00 a.m., bids were received and opened in the office of the City Administrator. The bids were received at the office of the City Clerk, and all bids were stamped with the date and time of submission. A total of three (3) bids were received, with the bid amounts ranging from \$407,051.40 to 477,000.00. The Engineer's estimate was previously submitted to the City and MoDOT and approved at \$474,369.50.

During the advertisement and bid period, two addenda were issued. All bidders acknowledged receipt of the addendum on their bid form. Two of the three bidders were below the engineer's estimate.

All of the bidders were pre-qualified in accordance with MoDOR requirements. None of the bids were declared non-responsive or irregular.

The City did not require any additional sub-contractor disclosures or submissions other than those required by the Missouri Department of Transportation.

Both the low and 2<sup>nd</sup> low bidder submitted the following required paperwork, copies of which are included herewith:

- Executed anti-collusion statements
- DBE Submittal Forms
- Itemized bid forms, including signature pages
- Signed E-Verify Memorandum of Understanding
- Bid Guaranty Forms

We have reviewed their supporting documentation submitted with the bid, and found it to be in order and in compliance with the Project and County requirements.

This letter is to constitute a formal recommendation that the City enter into an agreement and execute a contract with Putz Construction, LLC of Jackson, MO, to complete the construction of the Replacement of Bridge No. 2150005, Entrance into Sunset Hills Subdivision over Hubble Creek, Jackson Missouri; BRO-R129(001), together with all other requirements indicated on the project plans, for the total sum of \$407,051.40 subject to concurrence from the Missouri Department of Transportation. We will need certificates of insurance, performance and payment bonds, and any other documentation the City and MoDOT would require from the Contractor prior to entering into a contract and issuance of a notice to proceed.

I have also attached a cover letter in the proper form to request concurrence from the Missouri Department of Transportation. Please print the letter on City letterhead, sign, and return to my attention, and I will submit to MoDOT.

Thank you for the opportunity to continue to provide services to the City of Jackson, Missouri for this project. If you need any further information, have any questions, or I can be of any further assistance in any capacity, please contact me at your earliest convenience.

Best Regards,

KOEHLER ENGINEERING &  
LAND SURVEYING, INC.



Chris Koehler, PE, PLS  
Enclosures

ENGINEER'S BID TABULATION FOR BRO-R129(001) - SUNSET DRIVE BRIDGE NO. 2150005 REPLACEMENT BRIDGE OVER HUBBLE CREEK JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI												
					ENGINEER'S ESTIMATE		PENZEL CONSTRUCTION		PCX CONSTRUCTION		PUTZ CONSTRUCTION	
LINE NO.	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
Roadway Improvements												
1	2013000	Clearing & Grubbing	AC	0.06	\$ 20,000.00	\$ 1,200.00	\$9,000.00	\$540.00	\$54,200.00	\$3,252.00	\$50,000.00	\$3,000.00
2	2022010	Removal of Existing Improvements	LS	1	\$ 25,000.00	\$ 25,000.00	\$19,500.00	\$19,500.00	\$31,300.00	\$31,300.00	\$25,000.00	\$25,000.00
3	2031000	Class "A" Excavation	CY	130	\$ 35.00	\$ 4,550.00	\$25.00	\$3,250.00	\$84.00	\$10,920.00	\$35.00	\$4,550.00
4	3040506	8" Thick Type (5) Aggregate Base	SY	136	\$ 22.00	\$ 2,992.00	\$25.00	\$3,400.00	\$26.00	\$3,536.00	\$27.50	\$3,740.00
5	4011209	Type BP-1 or BP-2 Asphaltic Pavement (See Sections for Thickness)	TON	32	\$ 150.00	\$ 4,800.00	\$160.00	\$5,120.00	\$168.00	\$5,376.00	\$176.00	\$5,632.00
6	4071005	Tack Coat	GAL	14	\$ 4.00	\$ 56.00	\$6.00	\$84.00	\$6.50	\$91.00	\$6.60	\$92.40
7	6061054A	Guardrail, Type E (Thrie Beam)	LF	126	\$ 52.50	\$ 6,615.00	\$280.00	\$35,280.00	\$280.00	\$35,280.00	\$308.00	\$38,808.00
8	6066640	Guardrail Delineator, White	EA	8	\$ 60.00	\$ 480.00	\$ 25.00	\$200.00	\$ 25.00	\$200.00	27.5	\$220.00
9	6091052	Concrete Curb and Gutter (per City of Jackson Standard Drawings)	LF	54	\$ 72.00	\$ 3,888.00	\$60.00	\$3,240.00	\$ 170.00	\$9,180.00	\$50.00	\$2,700.00
10	6113020	Furnish Type 2 Rock Blanket, 24" Thick	CY	38	\$ 45.50	\$ 1,729.00	\$58.00	\$2,204.00	\$ 50.00	\$1,900.00	\$35.00	\$1,330.00
11	6113040	Place Type 2 Rock Blanket, 24" Thick	CY	38	\$ 33.00	\$ 1,254.00	\$46.50	\$1,767.00	\$ 240.00	\$9,120.00	\$30.00	\$1,140.00
12	6161005	Construction Signing	SF	118	\$ 15.00	\$ 1,770.00	\$8.00	\$944.00	\$ 8.00	\$944.00	\$22.00	\$2,596.00
13	6161030	Type III Barricades	EA	6	\$ 190.00	\$ 1,140.00	\$165.00	\$990.00	\$ 950.00	\$5,700.00	\$203.50	\$1,221.00
14	6161047	Type III Object Marker	EA	12	\$ 315.00	\$ 3,780.00	\$250.00	\$3,000.00	\$ 250.00	\$3,000.00	\$275.00	\$3,300.00
15	6181000	General Contract Requirements, Including Mobilization and Demobilization	LS	1	\$ 40,000.00	\$ 40,000.00	\$54,200.00	\$54,200.00	\$ 32,900.00	\$32,900.00	\$37,250.00	\$37,250.00
16	6240104A	Separation Geotextile	SY	56	\$ 4.25	\$ 238.00	\$9.00	\$504.00	\$ 20.00	\$1,120.00	\$2.50	\$140.00
17	8051000A	Furnish and Install Fertilizing, Seeding & Mulching	AC	0.03	\$ 10,000.00	\$ 300.00	\$15,000.00	\$450.00	\$ 80,000.00	\$2,400.00	\$10,000.00	\$300.00
18	8061019	Furnish and Install Silt Fencing	LF	50	\$ 8.25	\$ 412.50	\$5.00	\$250.00	\$ 20.00	\$1,000.00	\$5.00	\$250.00
Roadway Improvements Subtotal:						\$ 100,204.50		\$134,923.00		\$157,219.00		\$131,269.40
Bridge Improvements												
19	2011003	Class 1 Excavation in Rock:	CY	7	\$ 375.00	\$ 2,625.00	\$305.00	\$2,135.00	\$400.00	\$2,800.00	\$350.00	\$2,450.00
20	4011209	BP-2 Asphaltic Pavement	TON	27	\$ 150.00	\$ 4,050.00	\$160.00	\$4,320.00	\$168.00	\$4,536.00	\$176.00	\$4,752.00
21	7032003	Class B Concrete (Substructure)	CY	67	\$ 1,325.00	\$ 88,775.00	\$1,420.00	\$95,140.00	\$1,870.00	\$125,290.00	\$1,100.00	\$73,700.00
22	7056050A	Precast, Prestressed Concrete Box Beams, 36" Wide x 27" Deep x 52' Long	LF	468	\$ 525.00	\$ 245,700.00	\$352.00	\$164,736.00	\$350.00	\$163,800.00	\$360.00	\$168,480.00
23	7061060	Reinforcing Bars	LBS	7,670	\$ 2.50	\$ 19,175.00	\$2.37	\$18,177.90	\$1.50	\$11,505.00	\$2.00	\$15,340.00
24	7111001	Waterproofing Membrane	SY	158	\$ 45.00	\$ 7,110.00	\$34.00	\$5,372.00	\$75.00	\$11,850.00	\$70.00	\$11,060.00
Bridge Improvements Subtotal:						\$ 367,435.00		\$ 289,880.90		\$319,781.00		\$275,782.00
Misc. / Special Improvements												
25	1	Remove and Replace City Light Poles and Aerial Electric Line	EA	2	\$ 3,500.00	\$ 7,000.00						
Misc. / Special Improvements Subtotal:						\$ 7,000.00						
BRO-R129(001) PROJECT TOTAL:					\$ 474,639.50		\$ 424,803.90		\$ 477,000.00		\$ 407,051.40	





**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows: Item 4.

**BRIDGE #2150005**

LINE NO.	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
<b>Roadway Improvements</b>						
1	2013000	Clearing & Grubbing	AC	0.06	50,000.00	3,000.00
2	2022010	Removal of Existing Improvements	LS	1	25,000.00	25,000.00
3	2031000	Class "A" Excavation	CY	130	35.00	4,550.00
4	3040506	8" Thick Type (5) Aggregate Base	SY	136	27.50	3,740.00
5	4011209	3" Thick Type BP-1 or BP-2 Asphaltic Pavement	TON	32	176.00	5,632.00
6	4071005	Tack Coat	GAL	14	6.60	92.40
7	6061054A	Guardrail, Type E (Thrie Beam)	LF	126	308.00	38,808.00
8	6066640	Guardrail Delineator, White	EA	8	27.50	220.00
9	6091052	Concrete Curb and Gutter (per City of Jackson Standard Drawings)	LF	54	50.00	2,700.00
10	6113020	Furnish Type 2 Rock Blanket, 24" Thick	CY	38	35.00	1,330.00
11	6113040	Place Type 2 Rock Blanket, 24" Thick	CY	38	30.00	1,140.00
12	6161005	Construction Signing	SF	118	22.00	2,596.00
13	6161030	Type III Barricades	EA	6	203.50	1,221.00
14	6161047	Type III Object Marker	EA	12	275.00	3,360.00
15	6181000	General Contract Requirements, Including Mobilization and Demobilization	LS	1	37,250.00	37,250.00
16	6240104A	Separation Geotextile	SY	56	2.50	140.00
17	8051000A	Furnish and Install Fertilizing, Seeding & Mulching	AC	0.03	10,000	300.00
18	8061019	Furnish and Install Silt Fencing	LF	50	5	250.00
<b>Roadway Improvements Subtotal:</b>						<b>131,269.40</b>
<b>Bridge Improvements</b>						
19	2011003	Class 1 Excavation in Rock:	CY	7	350.00	2,450.00
20	4011209	BP-2 Asphaltic Pavement	TON	27	176.00	4,752.00
21	7032003	Class B Concrete (Substructure)	CY	67	1,100.00	73,700.00
22	7056050A	Precast, Prestressed Concrete Box Beams, 36" Wide x 27" Deep x 52' Long	LF	468	360.00	168,480.00
23	7061060	Reinforcing Bars	LBS	7,670	2.00	15,340.00
24	7111001	Waterproofing Membrane	SY	158	70.00	11,060.00
<b>Bridge Improvements Subtotal:</b>						<b>275,782.00</b>
<b>BRIDGE #2150005 Total:</b>						<b>407,051.40</b>

**TOTAL WRITTEN IN WORDS:** *Four hundred seven thousand, fifty-one dollars* DOLLARS AND *forty* CENTS.

## NOTICE TO CONTRACTORS

Item 4.

Sealed bids, addressed to The City of Jackson, Missouri, 101 Court Street, for the proposed work will be received by the City of Jackson, Missouri until 10:00 A.M. (prevailing local time) on April 15, 2025, at the office of the City Administrator, and at that time will be publicly opened. Bids should be delivered to: Ms. Liza Walker, City Clerk.

**(1) PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

The project consists of furnishing all labor, tools, equipment and materials for construction of replacement bridge including removal of the existing bridge and improvements, excavation and embankment construction, rock excavation, reinforced concrete end bent construction, furnishing and placement of precast, prestressed concrete deck beams, rip rap placement, approach road construction and surfacing, guardrail, restoration of adjacent grades, seeding and mulching and any other associated items to complete the project in accordance with the plans and specifications prepared by Koehler Engineering and Land Surveying, Inc.

**(2) COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction," and "Missouri Standard Plans for Highway Construction", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans  
For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project. Where Noted on the plans, the City of Jackson Standard Specifications for Street, Water, Sewer, or other infrastructure shall apply.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, The City of Jackson, Missouri, and the term "Engineer" is a reference to the Engineer of Record from Koehler Engineering and Land Surveying, Inc.

The contracting authority for this contract is the City of Jackson, Missouri.

**(3) PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days: Ninety (90)  
Completion Date: August 1, 2025

**(4) LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:



(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction . A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- ☒ Paper Bid Bond  
☐ Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 31", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

*The local agency is required to request a state wage rate determination from the Industrial Commission, Missouri Department of Labor and Industrial Relations, Box 449, Jefferson City, Missouri 65102 or by calling (573) 751-3403 to determine and get access to the applicable Annual Wage Order rates for each project per EPG Article 136.10.2.>*

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After



completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance. Item 4.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

**(11) OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

**(12) BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cgit/buyam.cfm>

**(13) ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

[Bidder shall also List Addenda # and Date hereunder]

Addenda #1 4/10/25 Addenda #2 4/11/25

**(14) SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Putz Construction, LLC \_\_\_\_\_, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☒ sole individual

☐ partnership

☐ joint venture

☐ corporation, incorporated under laws of state of \_\_\_\_\_.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

December 2023(MoDOT Ver.)

BRO-R129(001)

FEB. 21, 2025

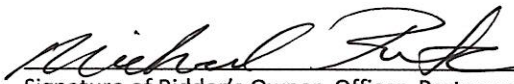
Executed by bidder this 15 day of April 2025.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.



Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Michael Putz

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal



Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

Item 4.

(20) **SALES AND USE TAX EXEMPTION:** THE CITY OF JACKSON, MISSOURI, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.



# City of Jackson

TO: Mayor and Board of Aldermen

CC: Matt Winters, City Administrator

FROM: George L. Harris P.E., City Engineer

DATE: April 21, 2025

RE: Modification to Task Order 22-15

Staff recommends approval of the proposed modification to Task Order 22-15 which includes cost shifts between the design and construction phases of the Task Order and an increase of nine thousand five hundred forty-six dollars and thirty-six cents (\$9,546.00) to the design phase.

The proposed changes will involve:

1. Forty-one thousand ninety-seven dollars and 68/100 (\$41,097.68) will be deducted from Task 5 – Construction Phase Services and will be added to Task 3 – Roundabout and Roadway Design (zero net change to the overall Task Order);
2. To provide funding for additional power pole/line and storm sewer work referenced above, Task 3 will be further increased by nine thousand five hundred forty-six dollars (\$9,546.00); and
3. The total contract amount as detailed in “Fees” in the September 21, 2022, agreement will increase from \$355,740.57 to \$365,286.57.

Original Design Phase Cost	\$206,575.92
Transfer From Construction Phase Cost	\$41,097.68
<b>Increase in Design Phase Cost</b>	<b>\$9,546.00</b>
Revised Design Phase Cost	\$257,219.60
Original Construction Phase Cost	\$149,164.65
<u>Reduction of Construction Phase Cost</u>	<u>(\$41,097.68)</u>
Revised Construction Phase Cost	\$108,066.97
Revised Task Order 22-15 Cost	\$365,286.57
<u>Original Task Order 22-15 Cost</u>	<u>\$355,740.57</u>
<b>Total Increase in Task Order 22-15 Cost</b>	<b>\$9,546.00</b>



March 20, 2025

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

RE: U.S. 61 and Deerwood Drive  
Federal Project STP-3005(003)  
Lochmueller Project # 522-0045-00H  
Supplement No. 1

Dear Ms. Sanders:

Lochmueller Group (LOCHMUELLER) is pleased to submit the following supplement to our September 21, 2022, agreement to conclude our design services and to establish the construction services budget. The 2022 agreement shall be amended as follows:

As you discussed with Mr. Scott Meyer and MoDOT during the design phase of this project, Forty-one thousand ninety seven dollars and 68/00 (\$41,097.68) of the excess estimated budget for construction services will be applied to the design phase of the project to fully fund the design effort through July 2025.

In addition, after the design was completed, the City elected to include in the roadway construction project what was anticipated to be a separate contract for relocation of the electrical utility poles/lines. Seven thousand seven hundred fifty four dollars (\$7,754.00) in additional plan preparation and coordination efforts were required to revise the construction documents to accommodate the electrical relocation plans and specifications. Easement exhibits were prepared to assist the City in its negotiations with the property owners. The plans, specifications, cost estimate, and bid tabulation sheets were updated accordingly.

The reconstruction of the existing 15 inch storm sewer from the intersection to the ditch on the northwest side of the intersection was to be reconstructed prior to construction by City forces. After the design was completed, the City elected to have this storm sewer reconstructed as part of the roadway contract. One thousand seven hundred ninety two dollars (\$1,792.00) in additional design and plan preparation efforts were required to incorporate this work into the plans, specifications, cost estimate, and bid tabulation schedules.

Finally, Article IX – SUBLETTING, ASSIGNMENT OR TRANSFER shall be amended to include the following subconsultant who will perform construction services:

Bacon Farmer Workman  
Engineering & Testing, Inc.

500 South 17th Street  
Paducah, Kentucky 42003

Construction  
Inspection



In summary:

1. Forty-one thousand ninety seven dollars and 68/00 (\$41,097.68) will be deducted from Task 5 – Construction Phase Services and will be added to Task 3 – Roundabout and Roadway Design (zero net change);
2. To provide funding for the additional power pole/line and storm sewer work detailed above, Task 3 will be further increased by nine thousand five hundred forty-six dollars (\$9,546.00); and
3. The total contract amount as detailed in “Fees” in the September 21, 2022, agreement will increase from \$355,740.57 to \$365,286.57.

The final plans have been submitted to MoDOT for final review and approval. Since the electrical and storm sewer work have been added to the plans since MoDOT reviewed the prefinal plans in the Fall 2024, any additional comments received on these two plan elements will have to be addressed. If additional comments are received, we will provide you with an estimate of the cost to address MoDOT's comments and prepare a final supplement once those costs are known.

It is our understanding that the City prepared the September 2022 agreement. If acceptable, please prepare the supplement document, and we will execute the supplement and return it to you.

Please feel free to contact me at (314) 752-5536 or at the email address below if you have any questions or comments concerning this supplement. We appreciate your efforts and working with you on this important project.

Sincerely,  
Lochmueller Group

A handwritten signature in blue ink, appearing to read 'L. Thomason'.

Larry Thomason, Jr., P.E. (Illinois)  
Project Manager  
[Larry.Thomason@lochgroup.com](mailto:Larry.Thomason@lochgroup.com)

cc: Scott J. Smith, P.E., Regional Leader-Missouri Offices-Principal  
Scott Meyer, P.E., Project Liaison  
Project File



# City of Jackson

**TO:** Mayor and Board of Aldermen

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

**DATE:** April 16, 2025

**RE:** Memorandum of Understanding – The Villas of West Park for Williams Creek Phase 3 / Old Orchard Sewer Extension

The attached Memorandum of Understanding with the Villas of West Park regards an addition to the Williams Creek Phase 3 Sewer Extension, which is currently out for bid.

This project began as individual negotiations between the City and Bill King (KB413, LLC), and the City and Brandon Williams (The Villas of West Park, LLC) to provide sewer service to commercially developable properties on South Old Orchard Road with funding from the city's newly created Economic Development fund or AARPA funds.

The engineer's estimate of the construction (excluding engineering) is \$345,815 and the MOU agreements with these two developers would reimburse \$87,500 of the construction costs from each. Easement acquisition for the full project ran into a hitch when one property owner could not grant an easement due to proximity to their existing propane tanks. We then put the portion continuing to the Villas property on hold and continued forward with obtaining a Memorandum of Understanding with KB413, LLC. The remainder of the project was redesigned along a different route.

The portion to serve the KB413, LLC building (currently Freedom Fitness) is currently out to bid and bids will be opened on April 29<sup>th</sup>.

With the approval of this MOU, the remainder of the sewer main extension can be added by Change Order to the contract. The full project would then reach a point near the north end of the Villas property from where they could continue a future sewer main extension across their developable property.

As always, if you have questions, please contact me at [jsanders@jacksonmo.org](mailto:jsanders@jacksonmo.org) or 573-243-2300 x 2031.

## **MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “**City**,” and ***THE VILLAS OF WEST PARK, LLC, a Missouri Limited Liability Company***, hereinafter referred to as “**The Villas**”,

**WITNESSETH:**

**WHEREAS**, The Villas has purchased land and intends to develop this property for commercial and industrial uses along South Old Orchard Road. The land, consists of 25.92 acres identified as Tract 3 on Exhibit A, (“Property”) and is within the City; and

**WHEREAS**, the Property does not have access to permanent sewer and this interferes with The Villas’ ability to develop the Property; and

**WHEREAS**, the proposed development of the Property will result in economic development for the City; and

**WHEREAS**, economic development is a primary mission of the City and the development of a vibrant and secure business climate and economy is in the best interest of its citizens; and

**WHEREAS**, a sewer main extension along South Old Orchard Road is necessary so that The Villas can connect its property to the City sewer system; and

**WHEREAS**, the City desires to cooperate with The Villas in constructing a sewer main extension thereby allowing The Villas to connect its Property to the City sewer system; and

**WHEREAS**, the parties have reached certain agreements concerning the sewer extension 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. Koehler Engineering has prepared plans for the construction of a sewer main extension along South Old Orchard Road that will give The Villas the ability to connect its Property to the City sewer system. Attached as Exhibit B is an overhead map showing the proposed sewer main extension.

2. The parties agree to share the estimated cost for installation of the sewer extension from the northwest property corner of 2355 South Old Orchard Road to the northern boundary of Tract 3 on Exhibit A by The Villas paying the City the sum of \$87,500.00 within thirty (30) days of receipt of notification from the City of completion of that portion of the sewer main extension along with receipt of recorded easements and written permission for right-of-way encroachments described in paragraph 7.

3. The remaining additional estimated costs for construction of the South Old Orchard Road sewer main extension will be the responsibility of the City.

4. The Villas will be solely responsible for the cost associated with connecting its Property to the South Old Orchard Road sewer main extension.

5. The Villas agrees to donate to the City easements for the location of the sewer main extension on its property. All other easements and permissions for right of way encroachments necessary to construct the sewer main extension shall be obtained by the City at its cost.

6. This Memorandum of Understanding is contingent upon the City obtaining approval from Cape Girardeau County and/or the Cape Special Road District for the sewer main extension across the right-of-way located at Slate Lane and as shown on Exhibit B.

7. This Memorandum of Understanding is contingent upon the City obtaining all necessary easements and permissions for right-of-way encroachments necessary to connect the sewer main extension to Tract 3 on Exhibit A.

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 and the venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, 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:

\_\_\_\_\_  
Angela Birk, City Clerk

**THE VILLAS OF WEST PARK, LLC:**

\_\_\_\_\_  
Wayne Boehme, Member



# BOUNDARY SURVEY FOR THE VILLAS OF WEST PARK LLC

Part of U.S.P.S. No. 788, Township 31 North,  
Range 13 East of the Fifth Principal Meridian,  
in the City of Jackson, Cape Girardeau County, Missouri.

EXHIBIT

A



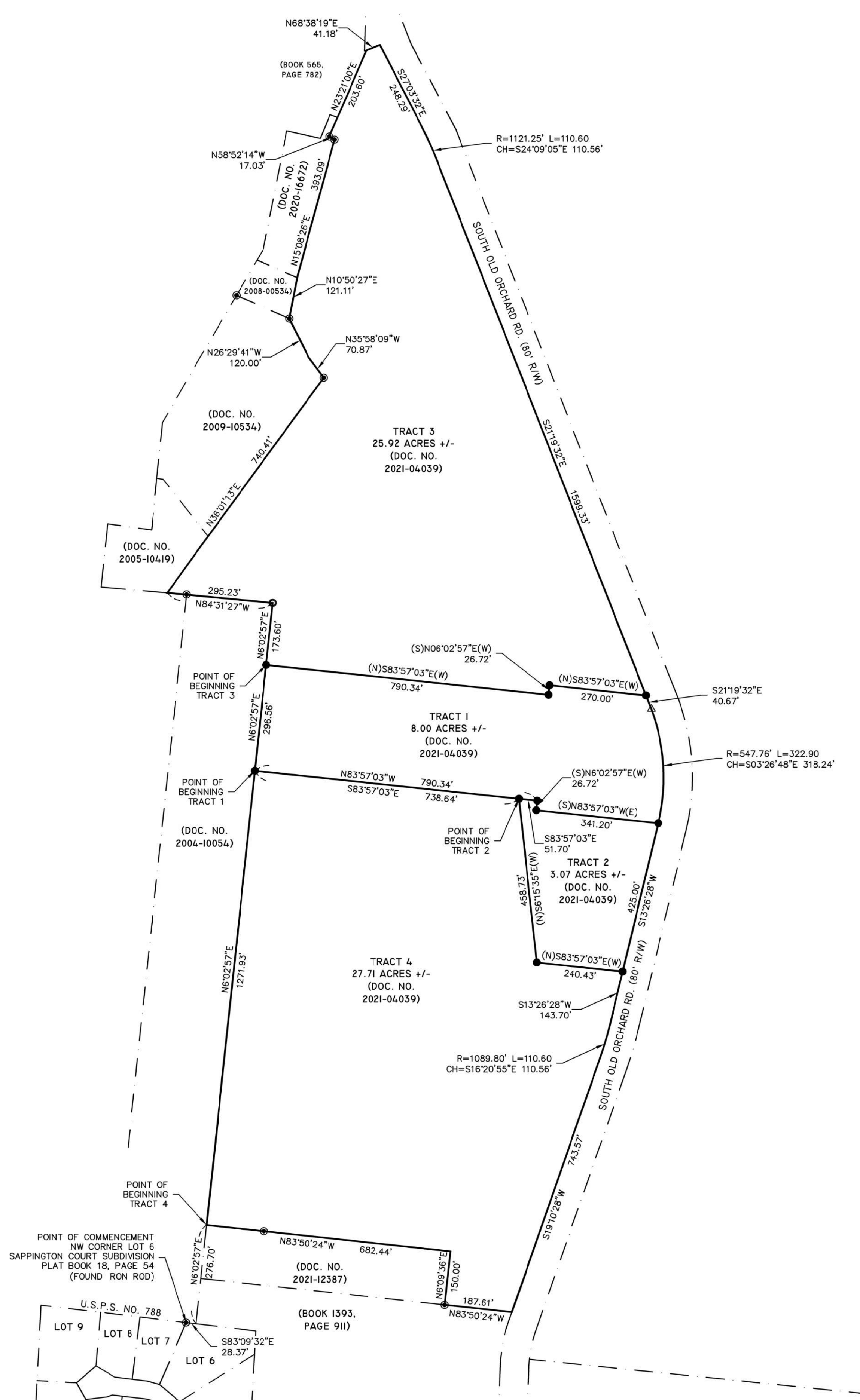
## REFERENCES

1. DOCUMENT NO. 2021-04039 (SUBJECT)
2. DOCUMENT NO. 2004-10054
3. DOCUMENT NO. 2021-12387
4. BOOK 1393, PAGE 911
5. BOOK 338, PAGE 059
6. SAPPINGTON COURT SUBDIVISION, PLAT BOOK 18, PAGE 54
7. SURVEY BY MATTHEW D. DEJOURNETT, PLS 2015000226, DATED 07-20-2015
8. SURVEY BY TIMOTHY JOSEPH BAER, LS 2654, DATED 07-20-2021

ACCURACY STANDARD: TYPE RURAL

## LEGEND

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



## TRACT 1 - DESCRIPTION

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

COMMENCE AT THE NORTHWEST CORNER OF LOT 6 OF SAPPINGTON COURT SUBDIVISION, AS RECORDED IN PLAT BOOK 18 AT PAGE 54 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALSO BEING A POINT ON THE SOUTH LINE OF SAID U.S.P.S. NO. 788; THENCE SOUTH 83°09'32" EAST ALONG THE NORTH LINE OF SAID LOT 6, ALSO BEING SAID SOUTH LINE OF SAID U.S.P.S. NO. 788, 28.37 FEET; THENCE LEAVING SAID LINE, NORTH 06°02'57" EAST 1548.63 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 06°02'57" EAST 296.56 FEET; THENCE SOUTH 83°57'03" EAST 790.34 FEET; THENCE NORTH 06°02'57" EAST 26.72 FEET; THENCE SOUTH 83°57'03" EAST 270.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE SOUTH 21°19'32" EAST ALONG SAID WEST RIGHT OF WAY LINE, 40.67 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 547.76 FEET, FOR AN ARC LENGTH OF 322.90 FEET, (THE CHORD OF SAID ARC BEARS SOUTH 03°26'48" EAST 318.24 FEET); THENCE LEAVING SAID WEST RIGHT OF WAY LINE, NORTH 83°57'03" WEST 341.20 FEET; THENCE NORTH 06°02'57" EAST 26.72 FEET; THENCE NORTH 83°57'03" WEST 790.34 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 8.00 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

## TRACT 2 - DESCRIPTION

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

COMMENCE AT THE NORTHWEST CORNER OF LOT 6 OF SAPPINGTON COURT SUBDIVISION, AS RECORDED IN PLAT BOOK 18 AT PAGE 54 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALSO BEING A POINT ON THE SOUTH LINE OF SAID U.S.P.S. NO. 788; THENCE SOUTH 83°09'32" EAST ALONG THE NORTH LINE OF SAID LOT 6, ALSO BEING SAID SOUTH LINE OF SAID U.S.P.S. NO. 788, 28.37 FEET; THENCE LEAVING SAID LINE, NORTH 06°02'57" EAST 1548.63 FEET; THENCE SOUTH 83°57'03" EAST 738.64 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE SOUTH 83°57'03" EAST 51.70 FEET; THENCE SOUTH 06°02'57" WEST 26.72 FEET; THENCE SOUTH 83°57'03" EAST 341.20 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE SOUTH 13°26'28" WEST ALONG SAID WEST RIGHT OF WAY LINE, 425.00 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, NORTH 83°57'03" WEST 240.43 FEET; THENCE NORTH 06°15'35" EAST 458.73 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 3.07 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

## TRACT 3 - DESCRIPTION

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

COMMENCE AT THE NORTHWEST CORNER OF LOT 6 OF SAPPINGTON COURT SUBDIVISION, AS RECORDED IN PLAT BOOK 18 AT PAGE 54 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALSO BEING A POINT ON THE SOUTH LINE OF SAID U.S.P.S. NO. 788; THENCE SOUTH 83°09'32" EAST ALONG THE NORTH LINE OF SAID LOT 6, ALSO BEING SAID SOUTH LINE OF SAID U.S.P.S. NO. 788, 28.37 FEET; THENCE LEAVING SAID LINE, NORTH 06°02'57" EAST 1845.19 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 06°02'57" EAST 173.60 FEET; THENCE NORTH 84°31'27" WEST 295.23; THENCE NORTH 36°01'13" EAST 740.41 FEET; THENCE NORTH 35°58'09" WEST 70.87 FEET; THENCE NORTH 26°29'41" WEST 120.00 FEET; THENCE NORTH 10°50'27" EAST 121.11 FEET; THENCE NORTH 15°08'26" EAST 393.09 FEET; THENCE NORTH 58°52'14" WEST 17.03 FEET; THENCE NORTH 23°21'00" EAST 203.60 TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE NORTH 68°38'19" EAST ALONG SAID WEST RIGHT OF WAY LINE, 41.18 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, SOUTH 27°03'32" EAST 248.29; THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,121.25 FEET, FOR AN ARC LENGTH OF 110.60 FEET, (THE CHORD OF SAID ARC BEARS SOUTH 24°09'05" EAST 110.56 FEET); THENCE SOUTH 21°19'32" EAST 1599.33 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, NORTH 83°57'03" WEST 270.00 FEET; THENCE SOUTH 06°02'57" WEST 26.72 FEET; THENCE NORTH 83°57'03" WEST 790.34 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 25.92 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

## TRACT 4 - DESCRIPTION

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

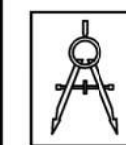
COMMENCE AT THE NORTHWEST CORNER OF LOT 6 OF SAPPINGTON COURT SUBDIVISION, AS RECORDED IN PLAT BOOK 18 AT PAGE 54 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, ALSO BEING A POINT ON THE SOUTH LINE OF SAID U.S.P.S. NO. 788; THENCE SOUTH 83°09'32" EAST ALONG THE NORTH LINE OF SAID LOT 6, ALSO BEING SAID SOUTH LINE OF SAID U.S.P.S. NO. 788, 28.37 FEET; THENCE LEAVING SAID LINE, NORTH 06°02'57" EAST 276.70 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 06°02'57" EAST 1271.93 FEET; THENCE SOUTH 83°57'03" EAST 738.64 FEET; THENCE SOUTH 06°15'35" EAST 458.73 FEET; THENCE SOUTH 83°57'03" EAST 240.43 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH OLD ORCHARD ROAD; THENCE SOUTH 13°26'28" WEST ALONG SAID WEST RIGHT OF WAY LINE, 143.70 FEET; THENCE CONTINUING ALONG SAID WEST RIGHT OF WAY LINE, ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,089.80 FEET, FOR AN ARC LENGTH OF 110.60 FEET, (THE CHORD OF SAID ARC BEARS SOUTH 16°20'55" EAST 110.56 FEET); THENCE SOUTH 19°10'28" WEST 743.57 FEET TO THE NORTH EAST CORNER OF A TRACT AS DESCRIBED IN BOOK 1393, PAGE 911 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, ALONG THE NORTH LINE OF SAID TRACT NORTH 83°50'24" WEST 187.61 FEET TO THE SOUTHEAST CORNER OF A TRACT AS DESCRIBED IN DOCUMENT NUMBER 2021-12387 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI; THENCE LEAVING SAID NORTH LINE, ALONG THE EAST LINE OF SAID TRACT NORTH 06°09'36" EAST 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE ALONG THE NORTH LINE OF SAID TRACT NORTH 83°50'24" WEST 682.44 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 27.71 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 30, 2017. IN WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS \_\_\_\_TH DAY OF \_\_\_\_\_ 2022.

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



**STRICKLAND ENGINEERING**

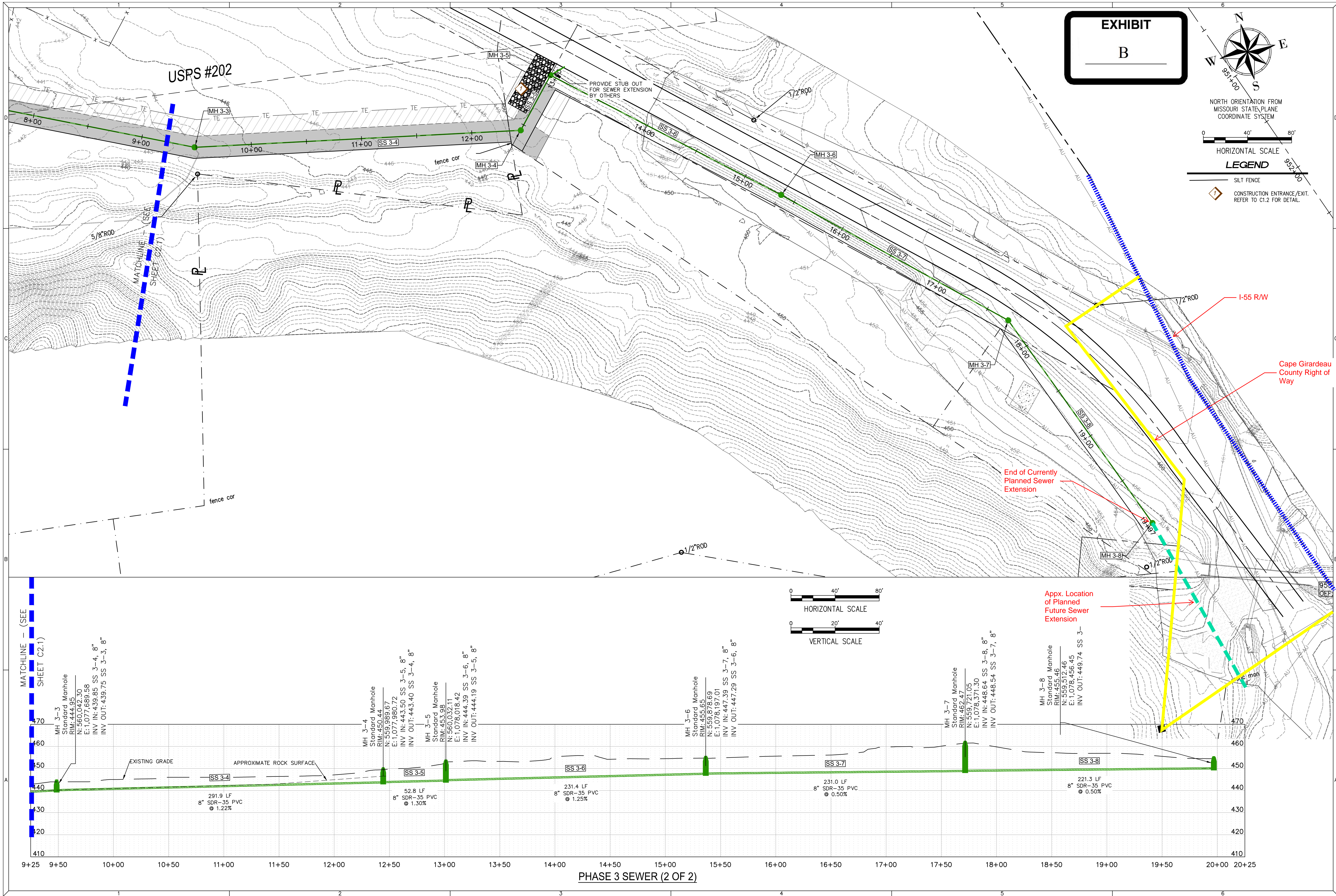
113 WEST MAIN STREET  
P.O. Box 159  
JACKSON, MISSOURI 63755  
TEL: 573-243-4080  
FAX: 573-243-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

**Boundary Survey for  
The Villas Of West Park  
Old Orchard Road  
Jackson, Missouri**

SCALE	1"=200'
DATE	7-25-2022
DRAWN BY	MTM
CHECKED BY	BS
PROJECT #	21-256





**KE KOEHLER**  
ENGINEERING AND LAND SURVEYING, INC.

MO LS COA: LS 000262 | MO ENGINEERING COA: 2003019634  
Civil Engineering and Surveying Services  
194 Coker Lane - Cape Girardeau, MO 63701  
Phone: 573.335.3026 - www.koehlerengineering.com

**IMPROVEMENT PLANS**  
**PHASE 3 SANITARY SEWER MAIN**  
**EXTENSION ALONG WILLIAMS CREEK /**  
**SOUTH OLD ORCHARD ROAD**  
CITY OF JACKSON, MISSOURI

CITY OF JACKSON, MO C/O MS JANET SANDERS  
101 COURT STREET, JACKSON, MO 63755

STATE OF MISSOURI  
10/23/24  
CHRISTOPHER L. KOEHLER  
NUMBER PE-57974  
PROFESSIONAL ENGINEER

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REV	DATE	DESCRIPTION

**SANITARY SEWER PLAN/**  
**PROFILE - STA 09+25.00 TO**  
**STA 20+25.00 (NO IMAGE)**

KELS PJCT NO. 36182  
OWNR PJCT NO. RE  
DESIGNED BY RE  
DRAWN BY RE/CK  
CHECKED BY CK  
DATE 10/23/2024

SHEET NO. **C2.2**