



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN STUDY SESSION
Monday, October 16, 2023 at 6:20 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

DISCUSSION ITEMS

1. Update on the Jackson Area Chamber of Commerce tourism website
2. Annual report of the Uptown Jackson Revitalization Organization
3. October 11th Planning & Zoning Commission report
4. October 9th Park Board report
5. Landscaping design for the Deerwood Drive / North High Street Roundabout
6. Amendment to a Memorandum of Understanding at 1525 Kimbeland Drive
7. Volunteer service request in City Cemetery
8. Discussion of previously tabled items (unspecified)
9. Additional items (unspecified)

Posted on 10/13/2023 at 4:00 P.M.



CITY OF JACKSON
PLANNING & ZONING COMMISSION MEETING AGENDA

Wednesday, October 11, 2023 at 6:00 PM

City Hall, 101 Court Street, Jackson, Missouri

Bill Fadler
Tony Koeller
Michelle Weber
Tina Weber

Harry Dryer, Chairman
Joe Baker, Alderman Assigned
Mike Seabaugh, Alderman Assigned
Larry Miller, Staff Liaison

Angelia Thomas
Heather Harrison
Beth Emmendorfer
Eric Fraley

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

1. Approval of the September 13, 2023 minutes.

PUBLIC HEARINGS

OLD BUSINESS

2. Consider a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to attached or painted signs
3. Consider a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to tow companies.

NEW BUSINESS

CONSIDER A MOTION TO ADD ITEMS TO THE AGENDA

ADJOURNMENT

This agenda was posted at City Hall on October 6, 2023 at 12:00 PM.

JOURNAL OF THE PLANNING & ZONING COMMISSION
CITY OF JACKSON, MISSOURI
WEDNESDAY, SEPTEMBER 13, 2023, 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 and Commissioners Michelle Weber, Tina Weber, Bill Fadler, Eric Fraley, and Angelia Thomas were present. Commissioners Heather Harrison, Tony Koeller, and Beth Emmendorfer were absent. Building and Planning Manager Larry Miller was present as staff liaison. Alderman Mike Seabaugh was present. Alderman Joe Bob Baker was absent. The citizens attending were Sandy Dryer and Kevin Schearf.

APPROVAL OF MINUTES

Approval of July 14, 2023)
regular meeting minutes)

The minutes of the previous meeting were unanimously approved on a motion by Commissioner Eric Fraley, seconded by Commissioner Bill Fadler.

PUBLIC HEARINGS

None)

OLD BUSINESS

None)

NEW BUSINESS

Consider a request to approve a)
Re-subdivision of Green Meadows)
Commercial Park No. 5 submitted by)
Appleton Valley Farm Inc.)

Mr. Miller explained where the re-subdivision is located and how the owners want to divide the one lot into two lots.

Chairman Dryer asked if the owner was present. Since the owner wasn't present, Chairman Dryer asked if the Commission had any questions.

Commissioner Michelle Weber asked if the two proposed two lots were buildable. Mr. Miller said they were, and they will still be commercial property.

Seeing no further questions, Chairman Harry Dryer entertained a motion to approve.

Commissioner Michelle Weber made a motion to approve the land exchange. The request was seconded by Tina Weber and was unanimously approved.

Vote: 6 ayes, 0 nays, 0 abstentions, 3 absent

Consider a request to approve a Land)
Exchange Certification for transferring)
.07 Acres from 418 N Missouri Street)
to 425 N High Street, Submitted by)
Kevin Lee and Deborah Kay Schearf.)

Mr. Miller reported that the land exchange will include the properties of 418 N Missouri Street and 425 N High Street, and 418 N Missouri Street will be exchanging .07 acres to 425 N High Street. Mr. Miller said after the exchange 418 N Missouri Street will have a lot size of 8,015 square feet, which is a buildable lot.

Mr. Kevin Schearf from 425 N High Street came forward and said the land he was trying to get was part of the original land when the house was built in the 1890s. He said he plans to build a small building to store all his Halloween decorations.

Seeing no further questions, Chairman Harry Dryer entertained a motion to approve.

Commissioner Tina Weber made a motion to approve the land exchange. Commissioner Eric Fraley seconded the request, and it was unanimously approved.

Vote: 6 ayes, 0 nays, 0 abstentions, 3 absent

Consider a request on behalf of the)
City of Jackson, Missouri, for a text)
amendment to Chapter 65 (Zoning))
of the Code of Ordinances relative to)
attached or painted signs.)

Mr. Miller reported the attached or painted signs ordinance currently states anything larger than 50 square feet needs a special use permit. Mr. Miller said they have been tasked with doing away with the special use permit for these signs and deciding how many square feet the attached or painted signs should be. Mr. Miller told the Commission he had placed different cities' attached sign ordinances in their packet for review.

The Commission and Mr. Miller Discussed the different ordinances from other cities. The Commission decided to devise an ordinance like Cape Girardeau's and bring it back to the next meeting for review.

Commissioner Tina Weber motioned to devise an ordinance like Cape Girardeau and bring it back to the next meeting. Commissioner Angelia Thomas seconded the motion, and it was unanimously approved.

Vote: 6 ayes, 0 nays, 0 abstentions, 3 absent

Consider a request on behalf of the)
 City of Jackson, Missouri, for a text)
 amendment to Chapter 65 (Zoning))
 of the Code of Ordinances relative to)
 tow companies.)

Mr. Miller reported that our code does not define a tow company. They have been able to have a business in a C-2 district because the code language states any other type of business, institutional, governmental, professional, medical use, retail store, or service use not specifically permitted, and when authorized by the board of alderman after receipt of review and recommendations from the Planning and Zoning Commission. Mr. Miller said they have been tasked with developing a definition for a tow company and deciding which districts they can be in. He told the Commission he placed several city ordinances in their packet for review.

The Commission and Mr. Miller discussed the different ordinances of other cities. The Commission decided to use Sikeston and Perryville's definition to devise a tow company definition and bring it back next month for review. They also decided to keep the special use permits in the C-2 district but to do away with them in the Industrial districts. The Commission also decided to devise a definition for an Auto Salvage Yard.

Commissioner Bill Fadler motioned to devise an ordinance that combines Sikeston and Perryville's ordinance for tow companies and bring it back to the next meeting. Commissioner Eric Fraley seconded the motion, and it was unanimously approved.

Vote: 6 ayes, 0 nays, 0 abstentions, 3 absent

ADDITIONAL ITEMS

None)

ADJOURNMENT

Consider a motion to adjourn)

Commissioner Tina Weber motioned to adjourn, seconded by Commissioner Michelle Weber, and unanimously approved.

Vote: 6 ayes, 0 nays, 0 abstentions, 3 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 #2

ACTION ITEM: Consider a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to attached or painted signs.

APPLICANT: City of Jackson

APPLICANT STATUS: Municipal Governing Authority

PURPOSE: This text amendment will do away with the special use permit for attached or painted signs over fifty (50) square feet and develop a standard comparable to other cities.

APPLICABLE REGULATIONS: Land Subdivision Regulations (Chapter 57); Zoning Code (Chapter 65)

COMMENTS: Currently, the City Code Sec. 65-21. - Sign uses and regulations (2) state that an attached or painted sign containing not more than fifty (50) square feet in sign face area shall be permitted on any building or structure in any office, commercial, or industrial district. An attached sign shall not project more than twelve (12) inches from the building if mounted parallel to the wall, or four (4) feet, if mounted perpendicular to the wall, and shall not project above the principal roof of a building, except that a sign may be attached flat against or painted on a parapet wall extending not more than three (3) feet above such roof line. Attached signs in excess of these requirements shall require a special use permit.

Changing this ordinance will make Jackson a more business-friendly community by not requiring business and property owners to undergo the often time-consuming process of obtaining a special use permit for these signs.

ACTION REQUIRED: The Commission and City Staff will need to compare ordinances from other cities and develop an ordinance that simplifies the process without compromising aesthetics or safety. Once an ordinance is created, a public hearing is optional at the P&Z level but required for the Board of Alderman.

Sec. 65-2. - Definitions.

For the purpose of this chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure"; and the word "shall" is mandatory and not directory.

Floor area. The total number of square feet of floor space within the exterior walls of a building, not including space in the basements, porches, carports, or garages. However, if the basement is used for business or commercial purposes, it shall be counted as floor area in computing off-street parking requirements.

Food truck. A mobile vehicle or trailer, whether attached or not attached to a vehicle, from which prepared food is sold directly to customers.

Frontage, Building. The horizontal distance measured along a building wall that is generally parallel, facing, or oriented toward a street.

Frontage. All the property on one (1) side of a street between two (2) intersecting streets (crossing or terminating), measured along the line of the street, or if the street is dead-ended then all the property abutting on one (1) side between an intersecting street and the dead end of the street, but not including property more than four hundred (400) feet distant on either side of a proposed building or structure.

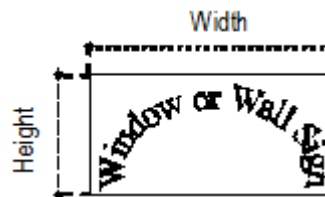
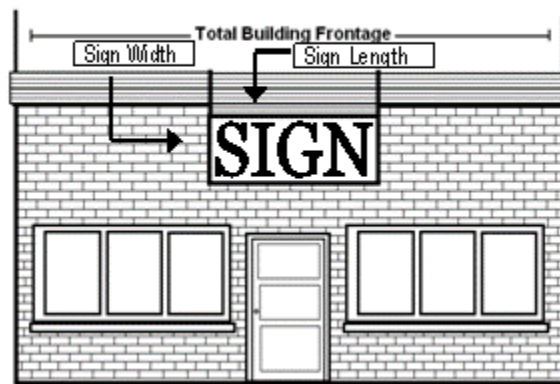
Garage, commercial or public. A building or structure for the storage or parking of motor-driven vehicles and in which provisions may be made for fueling or normal servicing of such vehicles. The term servicing shall not include an automotive repair shop nor the rebuilding, dismantling, or storage of wrecked or junked vehicles.

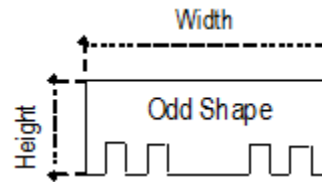
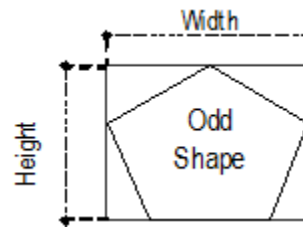
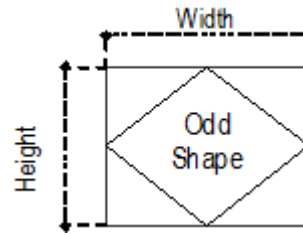
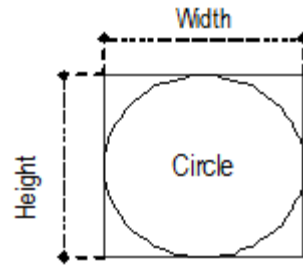
Sec. 65-21. - Sign uses and regulations.

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations relating to signs and billboards. The purpose of the sign and billboard regulations is to provide for advertisement of businesses and services in an orderly manner without creating unnecessary sign clutter. In addition to other provisions of this chapter, all signs must also meet all applicable provisions of the city building code and all applicable regulations of the Missouri Department of Transportation.

- (2) Attached or painted signs containing not more than fifty (50) square feet in sign face area shall be **are** permitted on any building or structure in any office, commercial, or industrial district. **Attached or painted signs shall be subject to all provisions of this section. The maximum size of the signs shall not exceed three (3) square feet per one (1) linear foot of the total building frontage occupied by the applicant. The maximum area may then be divided into any number of signs, each of which may be displayed on any side of the building.** An attached Signs shall not project more than twelve (12) inches from the building, if mounted parallel to the wall, or four (4) feet, if mounted perpendicular to the wall, and shall not project above the principal roof of a building; except that a sign may be attached flat against or painted on a parapet wall extending not more than three (3) feet above such roof line. Attached signs in excess of these requirements shall require a special use permit.

a. **Area Computation**





Staff Report #2

ACTION ITEM: Consider a request on behalf of the City of Jackson, Missouri, for a text amendment to Chapter 65 (Zoning) of the Code of Ordinances relative to tow companies.

APPLICANT: City of Jackson

APPLICANT STATUS: Municipal Governing Authority

PURPOSE: This text amendment will define a tow company and establish what zoning districts they can be allowed in.

APPLICABLE REGULATIONS: Zoning Code (Chapter 65)

COMMENTS: This amendment will do away with the need to classify tow companies under the following similar or generic categories:

- Residential Districts, Mobile Home District, and Professional Office Districts provide no categories under which a tow company can be classified.
- C-1 Local Commercial District: Any other type of business, institutional, governmental, professional, or medical use, retail store, or service use not specifically permitted herein when authorized by the board of aldermen after receipt of review and recommendations from the planning and zoning commission, and only when such use is consistent with the intent and purpose of the C-1 Local commercial district regulations.
- C-2 General Commercial District: Any other type of business, institutional, governmental, professional, or medical use, retail store, or service use not specifically permitted herein, when authorized by the board of aldermen after receipt of review and recommendations from the planning and zoning commission, and only when such use is consistent with the intent and purpose of the C-2 General commercial district regulations.
- C-3 Central Business District: Any other retail or service use of similar character which is not specifically permitted herein, with a special use permit only and only when such use is consistent with the intent and purpose of the C-3 Central business district regulations. (When located at least 50' from a residential district and separated by a privacy fence.)
- C-4 Planned Commercial District: All planned commercial developments in this district require a special use permit. (This district is solely for “modern retail shopping facilities of integrated design in appropriate locations to serve residential neighborhoods). There is currently no property zoned C-4.
- I-1 Light Industrial District: Any other light industrial use of a similar character which is not specifically permitted herein, with a special use permit only, and only when such use is consistent with the intent and purpose of the I-1 Light Industrial District. (When located at least 50' from a residential district and separated by a privacy fence.)
- I-2 Heavy Industrial District: Motor vehicle wrecking, salvage, storage, and sale, with a special use permit only.

- I-3 Planned Industrial District: Allows all uses in all other commercial and industrial districts, except residential uses, with the same conditions stipulated in each district.

ACTION REQUIRED: The Commission and City Staff will need to compare ordinances from other cities and develop an ordinance defining a tow company and establishing what zoning districts they will be allowed. Once an ordinance is created, a public hearing is optional at the P&Z level but required for the Board of Alderman.

Sec. 65-2. - Definitions.

For the purpose of this chapter, certain terms and words are hereby defined. Words used in the present tense shall include the future; the singular number shall include the plural and the plural the singular; the word "building" shall include the word "structure"; and the word "shall" is mandatory and not directory.

Accessory building. A subordinate building which is incidental to the principal building or use and which is located on the same lot with such principal building or use.

Administrator. The City Administrator of Jackson, Missouri.

Agricultural (farm) use. An area which is used for the growing of typical farm products, such as vegetables, fruit, trees, and grain, and their storage on the area, as well as for the raising thereon of the usual farm poultry and farm animals, such as horses, cattle, sheep, and swine. The term "farming" includes the operating of such an area for one (1) or more of the above uses, including dairy farms, with the necessary accessory uses for treating or storing the produce; provided, however, that the operation of such accessory uses shall be secondary to that of the normal farming activities and that such land shall consist of at least ten (10) acres in one (1) parcel under common ownership or operation; and provided, further, that farming does not include the feeding of collected garbage or offal to swine or other animals.

Alley. A permanent public service way dedicated for or in public use, other than a street, place, road, crosswalk, or easement, and designed to provide a secondary means of access for and not intended for general traffic circulation.

Apartment/apartment house. See definition of "dwelling, multiple."

Automotive Repair Shop. Any person, partnership, corporation, fiduciary, association, or other entity principally engaged in the business of repairing damaged motor vehicles or fixing mechanical/electrical parts on an automobile that becomes inoperative.

Auto salvage or junkyard. A yard, lot, or place covered or uncovered, outdoors or in an enclosed building where motor vehicles are disassembled, dismantled, junked, wrecked, or inoperable. Excluding public and private garages

Basement. That portion of a building which is partly or completely below grade (see "story above grade").

Basement home. A dwelling in which all four (4) exterior walls are at least one-half (½) of their height below grade.

Bed and breakfast. A dwelling containing less than six (6) guest rooms that are intended to be used or occupied, or are occupied for sleeping purposes by occasional guests for

compensation, whether paid directly or indirectly, in which meals are made available family style and which dwelling is or has been used as a permanent family residence by its owner.

Garage, commercial or public. A building or structure for the storage or parking of motor-driven vehicles and in which provisions may be made for fueling or normal servicing of such vehicles. The term servicing shall not include an automotive repair shop nor the rebuilding, dismantling, or storage of wrecked or junked vehicles.

Garage, private. A detached accessory building, or portion of the main building, housing the automobiles of the occupants of the premises; provided that no business, occupation, or service is conducted for profit therein nor space there for more than one (1) automobile is leased to a nonresident of the premises. Private garages, as defined in this chapter, shall not include portable buildings with garage doors.

Garage, storage or parking. A building or portion thereof designed or used exclusively for term storage by prearrangement of motor-driven vehicles, as distinguished from daily storage furnished to transients, but no motor-driven vehicles may be equipped, repaired, hired, or sold.

Primary caregiver. Primary caregiver means an individual twenty-one (21) years of age or older who has significant responsibility for managing the well-being of a qualifying patient and who is designated as such on the primary caregiver's application for an identification card under article XIV, section 1, Right to access medical marijuana, of the Missouri Constitution or in other written notification from the State of Missouri.

Privacy Fence. A privacy fence is a sight-obscuring fence that blocks the area enclosed by the fence from view from neighboring properties or public rights-of-way. It is designed to conceal from view the activities conducted behind them that will visually isolate, conceal, and seclude objects, things, places, or people.

Public building or facility. A building or facility owned or operated by a general unit for a local, state, or federal government; or a public building or facility under the laws of the State of Missouri; or a building or facility operated or used by a nonprofit organization and open to general use by the public.

Structural alteration. Any changes in the supporting members of a building, such as bearing or non-bearing walls, or partitions, columns, beams, or girders, or any substantial change in the roof or in the exterior walls, excepting such repair or replacement as may be required for the safety of the building, but not including openings in bearing walls as permitted by existing ordinances.

Thoroughfare, major. A street that is designated as a collector or arterial street in the major street plan or is constructed in accordance with the collector or arterial street design standards set out in the subdivision regulations of this Code.

Tourist or trailer camp. An area where one (1) or more tents, auto trailers, or recreational vehicles can be or are intended to be parked, designed, or intended to be used as temporary living facilities of one (1) or more families and intended primarily for vehicle transients.

Towing company. Any person, partnership, corporation, fiduciary, association, or other entity that operates a wrecker or towing service that tows, removes, or temporarily stores inoperable vehicles.

Uncovered. Not covered with a roof.

Unenclosed. Not shut in or closed in with surrounding exterior walls. A covered or roofed area supported by columns and not having surrounding exterior walls of any material, including screens and lattice, shall be considered unenclosed. Exterior walls shall not be defined to include railings or banisters.

Sec. 65-12. - C-2 General commercial district regulations.

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the C-2 General commercial district. The purpose of the C-2 General commercial district is to provide areas for general commerce and services typically associated with major thoroughfares.

(1) *Use regulations.* A building or premises shall be used only for the following purposes:

ww. The following uses when located fifty (50) feet or more from any residential district (as measured to the property line) and separated from an adjacent residential district by a privacy fence:

35. Towing company with all storage indoors or enclosed within a privacy fence and a special use permit only.

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

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the I-1 Light industrial district. The purpose of the I-1 Light industrial district is to provide areas for light industrial uses that create a minimum amount of nuisance outside the plant, are conducted entirely within enclosed buildings, use the open area around such buildings only for limited storage of raw materials or

manufactured products, and provide for enclosed loading and unloading berths when feasible.

(1) *Use regulations.* All uses permitted herein shall not be obnoxious or offensive by reason of the emission of smoke, dust, fumes, gas, odors, noise, or vibrations beyond the confines of the premises. A building or premises shall be used only for the following purposes:

jj. The following uses when located not less than fifty (50) feet from any residential district (as measured to the property line):

55. Newspaper, magazine, or similar printing or publishing plant.

56. Petroleum product storage, with a special use permit only, and only after the location and treatment of the premises have been approved by the city fire chief.

57. Public works buildings, public utility service yards, or electrical stations.

58. Towing company with all storage indoors or enclosed within a privacy fence.

59. Auto salvage or junkyard with all storage indoors or enclosed within a privacy fence.

60. Any other light industrial use of a similar character which is not specifically permitted herein, with a special use permit only, and only when such use is consistent with the intent and purpose of the I-1 Light industrial district.

kk. Shipping containers, used for non-occupancy short-term storage use, and only in compliance with section 65-20 (accessory structures).

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

The regulations set forth in this section, or set forth elsewhere in this chapter when referred to in this section, are the regulations of the I-2 Heavy industrial district.

(1) *Use regulations.* All uses permitted herein shall not be obnoxious or offensive by reason of the emission of smoke, dust, fumes, gas, odors, noise, or vibrations beyond the confines of the premises. A building or premises shall be used only for the following purposes:

- jj. The following uses when located not less than fifty (50) feet from any residential district (as measured to the property line) and separated by a privacy fence:
- 62. Public work buildings, public utility service yards, or electrical stations.
 - 63. Warehouse storage or distributing facility, including wholesale storage.
 - 64. Towing company with all storage indoors or enclosed within a privacy fence.
 - 65. Auto Salvage or junkyard with all storage indoors or enclosed within a privacy fence.
 - 66. Any other business, commercial, or industrial use of a similar character which is not specifically permitted herein, with a special use permit only, and only when such use is consistent with the intent and purpose of the I-2 Heavy industrial district.

Jackson Park Board



October 9, 2023
6:00 pm

Regular Meeting | Civic Center

Agenda

Board Members Present

Recognition Of Visitors:

Reading Of Previous Meeting Minutes

Old Business

- 1) American Rescue Funds Project Updates
- 2) Code of Ordinances – Section 47 review
- 3) Litz Park Restroom

New Business

Committee Reports

Civic Center Report

Parks & Recreation Director's Report

Adjournment



City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Janet Sanders, Director of Public Works

DATE: October 12, 2023

RE: Deerwood Drive Roundabout – Landscape Design

Lochmueller is currently finalizing the Deerwood Drive roundabout design and has provided city staff with a proposal to prepare a preliminary landscape design for the center. Their cost proposal for preparing the preliminary design is \$45,000. Please note this includes preliminary design only, not final design or any purchase or installation of landscaping. Is it staff's opinion that we can have the landscape design and construction completed more economically through a local landscaping firm and would like to proceed with a request for proposals advertised through our usual outlets. Submitting firms or sponsors pairing with a landscape firm will need to submit their qualifications along with a total cost and general concept in accordance with the MODOT guidelines.

MODOT is currently in the process of reviewing and revamping their programs for adopting and landscaping highways. I have been told that sponsor signage is to be prohibited other than possibly their standard small "Growing Together" sign with a small recognition for the sponsor at the bottom. Even that signage may still be in question.



MODOT also suggests that we begin preparing our landscape plan now and submit it for their review as early in the process as possible.

As always, if you have questions, please contact me at 573-243-2300 x 2031 or jsanders@jacksonmo.org.



September 11, 2023

Anna Bergmark
City of Jackson
101 Court Street
Jackson, MO 63755

RE: Task Order - US 61/Deerwood Drive Roundabout Design Enhancements
Referencing: Federal Project # STP-3005(003) and Lochmueller Project # 521-0127-00T

Dear Anna,

Lochmueller Group (LOCHMUELLER) is pleased to submit the following scope and fee for professional design services related to the US 61/Deerwood Drive Roundabout in Jackson, Missouri. It is our understanding that the City of Jackson (CITY) requests conceptual design services for the enhancement of the roundabout to include gateway features, signage, planting and other potential enhancement features. The design concepts will be informed by current standards and specifications of the City of Jackson, MoDOT LPA, MUTCD, ADA and PROWAAG.

SCOPE OF SERVICES

Task 1 – Administration / Project Management / Meetings

- 1.1. Perform overall project administration tasks including project documentation, resource scheduling, and meeting coordination to align with the LPA roadway project.
- 1.2. Perform overall project management tasks including monitoring the project budget and schedule.
- 1.3. Provide client project updates and perform project coordination tasks including:
 - 1.3.1. Project updates are anticipated to be provided monthly and/or coordinated with the LPA roadway project.
- 1.4. Perform project QA/QC tasks in accordance with LOCHMUELLER's internal procedures.
- 1.5. Facilitate three (3) virtual or in-person coordination meetings with the CITY staff throughout the duration of the project including an in-person project kickoff meeting.

Task 2 – Data Collection

- 2.1. Site Visit
 - 2.1.1. LOCHMUELLER will visit the site to take photos, document the potential view corridors/lay of the land, and to understand the immediate project context.
 - 2.1.2. LOCHMUELLER will review other existing roundabouts in Jackson and the local area for project context and documents existing precedents.

- 2.2. Review utilities and other technical parameters of the roundabout design. Coordinate the locations of conduits for future electrical, irrigation, etc. to be documented in the LPA project to facilitate the addition of future features in the roundabout.

Task 3 – Concept Development/Public Involvement

- 3.1. The design base for the LPA roadway project will be used as the base for the roundabout enhancement design options.
- 3.2. Roundabout Precedents & Enhancement Components
 - 3.2.1. Assemble examples of roundabout enhancement in Missouri, in MoDOT rights of way, and other DOT examples to serve as precedents for discussion with the community, city staff, and MoDOT.
 - 3.2.2. Assemble example imagery of enhancement components to serve as examples of potential design components.
 - 3.2.3. Provide recommendations for potential enhancement components that meet CITY, MoDOT LPA, MUTCD, ADA and PROWAAG standards and review with the CITY and MoDOT.
 - 3.2.4. Document the outcome of the meeting with the CITY and MoDOT in PDF Memo format to include preferences, allowed components, technical considerations, and maintenance considerations.
- 3.3. Typical Sections & Conceptual Drainage Coordination
 - 3.3.1. Coordinate the enhancement design with the roundabout design and drainage.
 - 3.3.2. Create typical cross sections to study the height of the components with respect to vehicular view sheds.
- 3.4. Concept Sketch Design
 - 3.4.1. Identify conceptual locations of enhancement components to include gateway, hardscape, landscape, and signage features.
 - 3.4.2. Provide three (3) sketch ideas for the roundabout enhancement in a PowerPoint presentation.
 - 3.4.3. Prepare concept preservation for review with the City of Jackson and MoDOT.
 - 3.4.4. Document the outcome of the meeting with the CITY and MoDOT in PDF Memo format to include the preferred concept or components of the concept, technical considerations, and maintenance considerations.
- 3.5. Preferred Concept & Costs
 - 3.5.1. Refine one (1) concept plan with input from the CITY and MoDOT input.
 - 3.5.2. Prepare color-rendered design concept plan.
 - 3.5.3. Prepare conceptual costs for enhancement components of the preferred concept. Costs for the roundabout are included in the LPA roadway project.

Task 4 – Recommendations

- 4.1. Provide recommendations in a PowerPoint presentation to summarize the recommendations.
 - 4.1.1. Concept development, preferred concept, cost estimate, and descriptive text.
 - 4.1.2. Recommendations for next steps which include options to incorporate the roundabout improvements into the final plans and implementation phases of the LPA roadway project.

Optional Services

Public Meeting – prepare exhibits for and participate in a public meeting to be coordinated and held in conjunction with the LPA roadway project open house for additional services. See below for information under Fees. Scope to include:

- Coordinate the public meeting approach with the LPA project team.
- Prepare three (3) exhibit boards for one (1) community meeting. Boards are likely to include: 1) proposed roundabout and existing conditions, 2) design components + feedback exercise, and 3) sketch concepts + feedback exercise (or preferred concept + feedback exercise depending upon the timing of the meeting).
- Attend the public meeting to explain the improvements, and gather input from the attendees. Coordinate with CITY Staff to present the concepts at a public meeting.
- Document the outcome of the community meeting in PDF Memo format.

Exclusions, Extra Costs and Supplemental Services

Upon completing the conceptual design, LOCHMUELLER can incorporate the recommendation into the LPA roadway project. Services not in scope: final plans, structural design, lighting design, planting design, graphic design, irrigation design, and other exclusions outlined in the Prime Agreement.

Schedule

The project will follow a schedule mutually agreed upon by the CITY and LOCHMUELLER and that aligns with milestone and steps in the LPA roadway project.

Fees

The conceptual design phases outlined in Tasks 1 through 4 are subject to the terms of the Master Agreement for Professional Services dated August 13, 2013, and shall be completed and billed on a **cost-plus fee basis for a fee of \$45,000**, which amount shall not be exceeded without prior authorization. These fees are subject to an increase if additional tasks are added to the Scope of Services. **Optional Services: Public Meeting for a fee of \$10,500.** A current hourly rate sheet for 2023 is enclosed.

Any other tasks in addition to those specifically described in the above scope of services, including but not limited to supplemental meeting time, would be billed as extras on a time and materials basis,

unless a specific scope and fee is negotiated separately. However, LOCUMUELLER would not proceed with supplemental services without the direction or authorization of the CITY.

Please feel free to contact me at 314-413-4721 or at the email address below if you have any questions or comments concerning this proposal. We look forward to working with the CITY on this project.

Sincerely,
Lochmueller Group

A handwritten signature in black ink, appearing to read "Laurel Harrington".

Laurel Harrington, PLA, ASLA, LEED BD+C
Senior Landscape Architect
Laurel.harrington@lochgroup.com

copy: Scott J. Smith, Scott Meyer, Kelley Davis
Project File

411 North 10th Street, Suite 220, St. Louis, Missouri 63101
820 S. Main Street, Suite 207, St. Charles, Missouri 63301

2023 HOURLY RATE SCHEDULE PROFESSIONAL ENGINEERING AND PLANNING SERVICES

Classification	Hourly Rate
Senior Project Manager III	\$285
Senior Project Manager II	\$255
Senior Project Manager I	\$235
Senior Project Engineer I	\$215
Project Liaison	\$225
Project Engineer IV	\$200
Project Engineer III	\$180
Project Engineer II	\$160
Project Engineer I	\$145
Supply Chain Engineer III	\$160
Engineering Intern III	\$140
Engineering Intern II	\$135
Engineering Intern I	\$125
Senior Transit/NEPA Specialist	\$205
Senior Landscape Architect I	\$236
Landscape Architect	\$140
Planner IV	\$170
Planner III	\$150
Planner II	\$130
Planner I	\$110
Engineering Designer IV	\$195
Engineering Designer III	\$144
Engineering Designer II	\$141
Engineering Designer I	\$122
Environmental Specialist IV	\$187
Environmental Specialist III	\$160
Environmental Specialist II	\$133
Environmental Specialist I	\$102
Environmental Technician II	\$106
Environmental Technician I	\$90
Environmental Geologist	\$166
Historian/Section 106 Specialist IV	\$171
Historian/Section 106 Specialist III	\$155
Historian/Section 106 Specialist II	\$125
Historian/Section 106 Specialist I	\$102
Certified Construction Inspector II	\$130
Certified Construction Inspector I	\$109
Senior Appraiser	\$212
Right of Way Services Specialist	\$172
Realty Specialist	\$127
Senior Graphic Designer	\$147
Administrative Assistant	\$82
Student Intern	\$80
Field Technician	\$80

DIRECT EXPENSES will be charged to the client in addition to the above quoted rates. Mileage will be charged at the allowable federal mileage reimbursement rate at the time the mileage was incurred. Direct expenses include but are not limited to: mileage, filing fees, testing costs and express mail costs, provided that they are reasonable and necessary for the accomplishment of the work. These rates may be changed on an annual basis at the discretion of Lochmueller Group, Inc.



City of Jackson

TO: Mayor and Board of Alderman

CC: Jim Roach, City Administrator

FROM: Janet Sanders, Director of Public Works

DATE: October 12, 2023

RE: Amendments to MOU for 1525 Kimbeland Drive

Attached is a draft Memorandum of Understanding Amendment for the property at 1525 Kimbeland Drive where the former Kimbeland Lift Station is currently being removed. The initial agreement, made with the previous property owner, contains some stipulations that the current property owner and City staff would like to amend. These amendments and the work generated need to be completed prior to the fast-approaching completion of the construction contract.

The current MOU and contract for construction of the new lift station on Kimbel Lane stipulate that the gravel drive leading to the rear yard of the property will be removed. The current owner would like to have a portion of that drive remain and I have met with them on site to discuss the portion they would like to retain. The value of that deduction from the contract will be owed by the City to the current property owner. At this time, that value is being determined by the contractor and our project engineer (Horner & Shifrin).

The current MOU also states the city will no longer use the property at 1525 Kimbeland Drive to access the utility easements at the rear of the property. There are also existing easements from the street to the rear of the property across 1525 Kimbeland Drive. To eliminate misinterpretation and make clear that the city has the right to access all public easements, this statement will be removed.

The cost deduction and referenced photo will be added to the document prior to obtaining signatures from the property owners and presenting it to the Board for approval.

As always, if you have questions on this item, please contact me at jsanders@jacksonmo.org or 573-243-2300 x 2031.

**ADDENDUM TO MEMORANDUM OF UNDERSTANDING
DATED SEPTEMBER 8, 2021**

THIS ADDENDUM to the Memorandum of Understanding dated September 8, 2021, effective as of the date on which the parties hereto execute this Addendum, does hereby amend, supplement and modify that original Memorandum of Understanding entered into by and between the **CITY OF JACKSON, MISSOURI, a municipal corporation**, hereinafter referred to as “**City**” and **PATRICIA LOUISE MATTHEWS**, hereafter referred to as “**Former Property Owner**,” f/k/a “**Property Owner**” of which **THE 1525 KIMBELAND DRIVE TRUST DATED OCTOBER 14, 2021**, hereinafter referred to as “**Current Property Owner**,” is a lawful successor and assign of the Former Property Owner, **WITNESSETH:**

WHEREAS, the Former Property Owner was the owner of real estate located in Jackson, Missouri, commonly known as 1525 Kimbeland Drive, more particularly described as follows:

Lot 15 of Country Club Place in Section 18, Township 31 North, Range 13 East of the Fifth Principal Meridian in the City of Jackson, Cape Girardeau County, Missouri.

and

WHEREAS, the City and the Former Property Owner entered into a Memorandum of Understanding dated September 8, 2021 which required, among other things, the City’s removal of a gravel access road and lift station and the Former Property Owner’s execution of a Utility Easement Deed of Dedication. A copy of the Memorandum of Understanding entered into between the City and Former Property Owner is attached hereto and made a part hereof as Exhibit A, and

WHEREAS, the Former Property Owner executed a Deed of Dedication of Utility Easement which is attached hereto and made a part hereof as Exhibit B, and

WHEREAS, the Former Property Owner did sell the real estate located in Jackson, Missouri, commonly known as 1525 Kimbeland Drive, and more particularly described as above, to the Current Property Owner, and

WHEREAS, the Current Property Owner desires to amend, supplement and modify a portion of the original Memorandum of Understanding as it relates to the removal of the access road leading to the lift station.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledge by the parties, it is agreed that the original Memorandum of Understanding dated September 8, 2021 is hereby amended, supplemented and modified, as follows:

1. The City shall remove only that portion of the gravel access road from the Current Property Owner's real estate as has been staked and as shown in the photograph attached hereto and made a part hereof as Exhibit C.
2. As to that portion of the gravel access road that is removed, the City will remove the stone edging along that road and stockpile it on the Current Property Owner's land.
3. As to that portion of the gravel access road that remains, the parties agree that the City will not remove the stone edging along that road.
4. The City agrees that it will use only its utility easements to access its utilities located on the Current Property Owner's land. That portion of paragraph two (2) of the original Memorandum of Understanding requiring the City to obtain the Current Property Owner's express permission for the City to access its utility easements is void.
5. In return for the reduction to the amount of access road the City is required to remove, the City agrees to pay and the Current Property Owner agrees to accept the sum of

_____ Dollars (\$_____) with said amount to be paid by the City to the Current Property Owner within thirty (30) days from the date of this Addendum.

6. All other provisions of the original Memorandum of Understanding dated September 8, 2021 that are not amended, supplemented or modified herein, shall remain in full force and effect.

7. The City and the Current Property Owner acknowledge that they have read and agreed to the terms and conditions of this Addendum, and it is understood that this Addendum will become legally binding upon signing.

DATE: _____

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

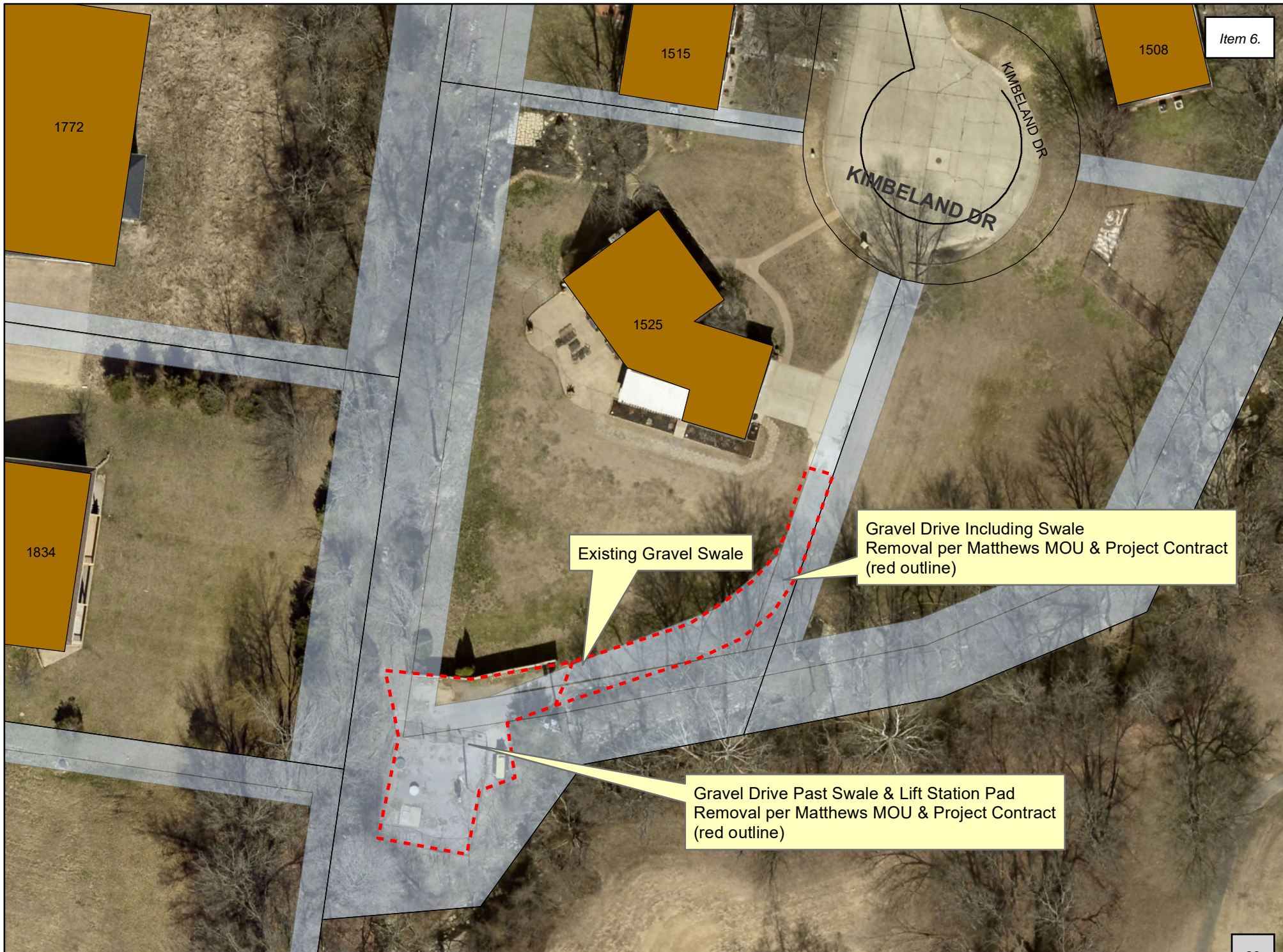
Liza Walker, City Clerk

DATE: _____

The 1525 Kimbeland Drive Trust dated October 14, 2021

Thomas M. Knott, Trustee

Sue E. Ulrich, Trustee



BILL NO. 21-53

ORDINANCE NO. 21-53

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *PATRICIA LOUISE MATTHEWS OF JACKSON, MISSOURI*, RELATIVE TO THE *KIMBELAND LIFT STATON IMPROVEMENT PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

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

FIRST READING: September 8, 2021.

SECOND READING: September 8, 2021.

PASSED AND APPROVED this 8th day of September, 2021, by a vote of 7 ayes, 0 nays, 1 abstention and 0 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY:

Dave Reminger
Mayor Pro Tem

Kimberly Wainwright
City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 8th day of September, 2021, by and between **CITY OF JACKSON, MISSOURI, a municipal corporation**, hereinafter referred to as “**City**,” and **PATRICIA LOUISE MATTHEWS, formerly known as Patricia L. Smith**, hereinafter referred to as “**Property Owner**,” **WITNESSETH:**

WHEREAS, Patricia Louise Matthews is the owner of real estate located in Jackson, Missouri, commonly known as 1525 Kimbeland Drive, more particularly described as follows:

Lot 15 of Country Club Place in Section 18, Township 31 North, Range 13 East of the Fifth Principal Meridian in the City of Jackson, Cape Girardeau County, Missouri.

and

WHEREAS, the City desires to complete the project known as the Kimbeland Lift Station Improvement Project, hereinafter referred to as the “**Project**,” which includes the removal of a lift station and access road leading to the lift station, both of which are located on Property Owner’s real estate, all in accordance with the engineering plans on file in the office of the City Engineer for the City (hereinafter referred to as the “**Project Plans**.”)

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

1. EXECUTION OF UTILITY EASEMENT DEED OF DEDICATION.

Concurrently with the execution of this Memorandum of Understanding, the Property Owner hereby executes the Utility Easement Deed of Dedication granting a permanent utility easement and

a temporary construction easement to the City. Said Utility Easement Deed of Dedication is attached hereto as **Exhibit A**.

2. **REMOVAL OF ACCESS ROAD/PRESERVATION OF LANDSCAPING.**

The City has built a gravel access road across Property Owner's real estate as a means of access to the lift station. The City shall remove the access road from the Property Owner's real estate in accordance with the Project Plans and shall no longer use the Property Owner's real estate as a means of access to the utility easements located at the back of Property Owner's real estate except with the express permission of the Property Owner. The City shall take all reasonable steps necessary to preserve the existing landscaping on the Property Owner's real estate during the Project. Any damage, destruction, or alteration of the landscaping done during any construction or maintenance work on Property Owner's real estate as part of the Project shall be repaired by the City. In connection with the above, the City specifically agrees to the following:

A. Wooden Privacy Fence in Temporary Construction Area. The wooden privacy fence located within the Temporary Construction Area near the back (south) of Property Owner's yard on the west side will not be removed. In the event it is necessary to remove the fence temporarily in order to remove the lift station or the access road, the fence will be put back up when the work is finished.

B. Landscaping Bed and Lighting in Back Near Creek. Within the Temporary Construction Area in the very back (south) of Property Owner's yard there is plant bed area lined with stone edging that contains bushes, plants, trees, and in-ground lighting. Further south of this area there are large boulders that line an embankment down to a creek. Nothing in this area is to be disturbed during the removal of the lift station or the removal of the access road leading to the lift station. The stone edging, in-ground lighting, and all bushes, plants and trees are to remain in place.

C. Removal of Stone Edging Along Driveway. On the east side of Property Owner's real estate there is a driveway and access road with stone edging along the eastern-most side. This stone edging is to be removed and stockpiled on Property Owner's real estate.

D. Shade Garden on West Side. On the west side of Property Owner's real estate there is a shade garden, complete with a walking path, water fountain, in-ground lighting, and a variety of shade plants. This part of Property Owner's real estate is not within the Temporary Construction Easement and should not be entered into or disturbed at any time or under any circumstances during the Project. Any and all contractors hired by the City must access the Project area only through the Temporary Construction Easement.

E. Grading, Addition of Top Soil and Type of Sod. The Project Plans call for the removal of all gravel in the areas where the lift station and access road to the lift station are located. After the gravel is removed, these areas are to be scarified, then graded so that they will drain towards the creek. Topsoil shall be added to bring the grade level even with the adjacent surfaces and sod shall be laid in all areas where the grass has been disturbed. Shade fescue sod shall be laid in the shady areas of the yard and Bermuda sod shall be laid in the sunny areas of the yard, to match the existing grasses in Property Owner's yard.

F. Bricked Mailbox Near Entrance and Trees Along Driveway. On the north side of Property Owner's real estate, near the entry to the driveway, there is a bricked mailbox and a large tree located within the City Street right-of-way that should not be disturbed during the Project. Additionally, there are three (3) crepe myrtle trees lining the driveway area in the back yard that should not be dug up or disturbed during the Project.

3. **REMOVAL OF LIFT STATION.** There has existed a lift station on the easement set out in the original Country Club Place subdivision plat. The City shall remove the lift station

from the Property Owner's real estate in accordance with the Project Plans and shall no longer use the Property Owner's real estate to maintain a lift station. All other city utilities existing at the time of this Memorandum of Understanding shall be allowed to remain where located unless moved by the City at its absolute discretion to a different easement location.

4. **DRIVEWAY REPAIR.** Property Owner has made a claim against the City for compensation due to trespass/inverse condemnation arising out of the City's use of, and damage to, Property Owner's driveway as a means of access to the lift station without the benefit of an easement, hereinafter referred to as Property Owner's "**Driveway Claim.**" The City disputes Property Owner's Driveway Claim and denies any liability whatsoever for the same. In order to avoid the cost and delay associated with litigation, the parties have agreed to settle and compromise the Driveway Claim. The Property Owner has obtained a construction estimate for the reconstruction of the Property Owner's driveway. The Property Owner has chosen the contractor and design for the driveway and the Property Owner is solely responsible for the reconstruction of the driveway and all appurtenances thereto. The City shall pay to Property Owner, and Property Owner shall accept from the City, the sum of \$14,234.00 for the reconstruction of the driveway in full settlement of the Driveway Claim. Upon execution of this Memorandum of Understanding and upon receipt of payment of the said \$14,234.00, Property Owner forever releases and discharges the City and its agents, servants, employees and assigns from any and all claims and demands which Property Owner now has or may hereafter have on account of or arising out of the Driveway Claim.

5. **CASH SETTLEMENT DAMAGES.** Property Owner has made a claim against the City for compensation due to trespass/inverse condemnation arising out of the City's use of Property Owner's real estate lying outside of any easement, and for damages and expenses incurred as a result thereof, hereinafter referred to as Property Owner's "**Compensation Claim.**" The City

disputes Property Owner's Compensation Claim and denies any liability whatsoever for the same. In order to avoid the cost and delay associated with litigation, the parties have agreed to settle and compromise the Compensation Claim. The City shall pay to Property Owner, and Property Owner shall accept from the City, the sum of \$15,000.00 in full settlement of the Compensation Claim. Upon execution of this Memorandum of Understanding and upon receipt of payment of the said \$15,000.00, Property Owner forever releases and discharges the City and its agents, servants, employees and assigns from any and all claims and demands which Property Owner now has or may hereafter have on account of or arising out of the Compensation Claim.

6. **SUCCESSOR OWNERS.** The Property Owner will make all potential buyers or future owners of her real estate aware of the terms and conditions contained herein (except that the dollar amounts paid to Property Owner may be kept confidential) and the agreements contained herein shall run with the real estate and shall bind future owners.

7. **ENTIRE AGREEMENT.** This Memorandum of Understanding contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such 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 any party or waive or release any party from any default or the performance or fulfillment of any obligation or liability or operate as against any 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 any party to exercise any rights or remedies shall not release the other parties from their obligations hereunder.

8. **ALL OTHER AGREEMENTS SUPERSEDED.** Unless and until this Memorandum of Understanding is modified in writing by the parties, this Memorandum of Understanding shall supersede and take precedence over all other agreements or documents entered into by them, either mutually or separately.

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

10. **BINDING.** 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. **USE OF WORDS.** Words of any gender used in this Memorandum of Understanding shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

12. **CAPTIONS.** Any captions used in the Memorandum of Understanding are for convenience only and shall not be deemed to amplify, modify, or limit the provisions hereof.

13. **ENFORCEABILITY.** In case any one or more of the provisions contained in this Memorandum of Understanding shall for any reason be held invalid, illegal, or unenforceable in any respects, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Memorandum of Understanding shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **RIGHTS AND REMEDIES.** The rights and remedies provided by this Memorandum of Understanding are cumulative and the use of any one right or remedy by any 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 hereto have hereunto set their hands and seals the day and year first above written.



ATTEST:

Liza Walker
Liza Walker, City Clerk

CITY:

CITY OF JACKSON, MISSOURI

By: *Dave Reiminger MPT*
Dwain Hahs, Mayor

PROPERTY OWNER:

Patricia Louise Matthews
Patricia Louise Matthews
Formerly known as Patricia L. Smith

EXHIBIT A

TITLE OF DOCUMENT:	UTILITY EASEMENT DEED
DATE OF DOCUMENT:	August 30, 2021
GRANTOR:	PATRICIA LOUISE MATTHEWS, Formerly known as PATRICIA L. SMITH
GRANTORS MAILING ADDRESS:	1525 KIMBELAND DRIVE JACKSON, MISSOURI 63755
GRANTORS DEED RECORDING:	DOCUMENT NO. 2009-13265
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	1525 KIMBELAND DRIVE JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 1 & 2 OF DEED

DEED OF DEDICATION
UTILITY EASEMENT

THIS DEED, made and entered into this 30th day of August, 2021, by and between **PATRICIA LOUISE MATTHEWS, formerly known as PATRICIA L. SMITH**, a single person, of the County of Cape Girardeau, State of Missouri, Grantor, and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, does by these presents **GRANT** unto the said Grantee, **EASEMENTS** for the following purposes:

1. To construct, maintain, repair, replace, and operate general utilities and all city services of whatsoever kind, as well as appurtenances necessary for the operation thereof, across, under, in, and through the following described real estate situated in the County of Cape Girardeau and State of Missouri, to-wit:

PERMANENT UTILITY EASEMENT:

Part of Lot 15 of Country Club Place in Section 18, Township 31 North, Range 13 East of the Fifth Principal Meridian in the City of Jackson, Cape Girardeau County, Missouri, more particularly described as follows:

Commence at the Northwest corner of Lot 15 of Country Club Place; thence South 81 degrees 48 minutes 25 seconds East 130.16 feet to the West line of Kimbeland Drive; thence along said West line along a non-tangent curve to the left having a radius of 52.00 feet, chord bearing South 21 degrees 55 minutes 43 seconds East 52.19 feet for an arc length of 54.67 feet to the point of beginning; thence continue along said West line along a non-tangent curve to the left having a radius of 52.00 feet, chord bearing South 60 degrees 26 minutes 11 seconds East 15.17 feet for an arc length of 15.22 feet; thence leaving said West line, South 21 degrees 01 minutes 35 seconds West 144.34 feet; thence South 80 degrees 04 minutes 35 seconds West 87.15 feet; thence North 68 degrees 21 minutes 20 seconds East 95.21 feet; thence North 18 degrees 50 minutes 35 seconds East 60.20 feet; thence North 14 degrees 12 minutes 59 seconds East 67.20 feet to the point of beginning.

The herein described area contains 1,956 square feet, more or less, and is subject to all easements, rights of way, restrictions, and licenses affecting the same, either written or implied.

2. To remove a lift station and lift station access road and appurtenances related thereto over, upon, across, under, in, and through the following described real estate situated in the County of Cape Girardeau and State of Missouri, to-wit:

TEMPORARY CONSTRUCTION EASEMENT:

Part of Lot 15 of Country Club Place in Section 18, Township 31 North, Range 13 East of the Fifth Principal Meridian in the City of Jackson, Cape Girardeau

County, Missouri, more particularly described as follows:

Commence at the Northwest corner of Lot 15 of Country Club Place; thence South 81 degrees 48 minutes 25 seconds East 130.16 feet to the West line of Kimbeland Drive; thence along said West line along a non-tangent curve to the left having a radius of 52.00 feet, chord bearing South 21 degrees 55 minutes 43 seconds East 52.19 feet for an arc length of 54.67 feet to the point of beginning; thence leaving said West line, South 20 degrees 39 minutes 46 seconds West 25.14 feet; thence North 72 degrees 47 minutes 02 seconds West 18.54 feet; thence South 15 degrees 41 minutes 11 seconds West 36.07 feet; thence South 70 degrees 00 minutes 00 seconds East 15.38 feet; thence South 20 degrees 39 minutes 46 seconds West 53.44 feet; thence South 67 degrees 27 minutes 41 seconds West 72.13 feet; thence South 77 degrees 28 minutes 58 seconds West 31.75 feet; thence North 86 degrees 02 minutes 31 seconds West 9.89 feet; thence South 07 degrees 46 minutes 52 seconds West 20.18 feet; thence North 80 degrees 04 minutes 35 seconds East 114.07 feet; thence North 21 degrees 01 minutes 35 seconds East 144.34 feet to the West line of Kimbeland Drive; thence along said West line with a non-tangent curve to the right having a radius of 52.00 feet, chord bearing North 60 degrees 26 minutes 11 seconds West 15.17 feet for an arc length of 15.22 feet to the point of beginning.

The herein described area contains 5,074 square feet, more or less, and is subject to all easements, rights of way, restrictions, and licenses affecting the same, either written or implied.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON THE EARLIER OF COMPLETION OF CONSTRUCTION OR TWO YEARS AFTER THE DATE HEREOF.

TO HAVE AND TO HOLD the said **EASEMENT**, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors and assigns forever.

IN CONSIDERATION OF THE FOREGOING, the parties mutually agree as follows:

1. Grantee agrees that the use hereby granted for the Permanent Utility Easement shall be limited exclusively to underground utility facilities and uses incidental thereto.

2. Grantee agrees that it will indemnify and hold Grantor harmless from all claims and actions at law and in equity which may arise out of, or as a consequence of negligence of Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing and utilizing the easements granted hereunder.


3. Grantor hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by Grantee of the rights granted hereunder; provided, however, that Grantor shall not obstruct, or permit to be obstructed, the area located within the Temporary Construction Easement at any time during construction without the express prior written consent of Grantee.

4. Grantor agrees that Grantee may assign the rights granted to it hereunder to any

assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that Grantor/owner's interest in the easement premises shall be protected to the same extent as hereunder.

5. Grantee agrees to restore the surface of the ground of the easement premises to the same condition in which it was in before the start of construction within the Temporary Construction Easement, or any future maintenance work within the Permanent Utility Easement, as near as practicable. Grantee acknowledges that a concrete driveway is located over the Permanent Utility Easement area and in the event any repairs are needed to the utility lines located underneath the driveway, Grantee shall be responsible for repairing any damage to the driveway necessitated as a result of such repair work.

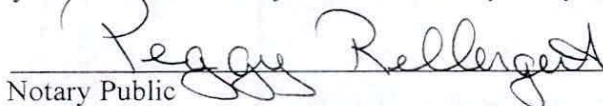
IN WITNESS WHEREOF, the said Grantor has executed these presents this 30th day of August, 2021.


Patricia Louise Matthews, f/k/a Patricia L. Smith

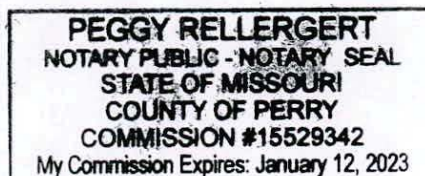
STATE OF MISSOURI)
) ss
COUNTY OF CAPE GIRARDEAU)

On this 30th day of August, 2021, before me, the undersigned notary public, personally appeared Patricia Louise Matthews, formerly known as Patricia L. Smith, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same as her free act and deed. She further declares herself to be single and unmarried.

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


Notary Public

My term expires:



DWG: C:\pwproj\bvisintine\ee\dms16981\1721200_EASEMENT EXHIBIT LOT 15_Smith.dwg SAVE DATE: 7/9/2021 12:06:03 PM

