



**CITY OF JACKSON**  
**MAYOR & BOARD OF ALDERMEN STUDY SESSION**  
**Tuesday, January 20, 2026 at 6:30 PM**  
**Board Chambers, City Hall, 101 Court St.**

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**AGENDA**

**DISCUSSION ITEMS**

- [1.](#) Report from the Planning & Zoning Commission – Meeting of January 14
- [2.](#) Report from the Park Board – Meeting of January 12
- [3.](#) Roundabout Project at North High Street and Deerwood Drive – MoDOT Roadside Flasher Agreement
- [4.](#) Hubble Creek Recreation Trail Project, Phase 3A – MoDOT Program Agreement for Engineering Services
- [5.](#) Jackson Middle School Crosswalk & Sidewalk Project – Supplemental Agreement No. 1 for a Cultural Resource Survey
- [6.](#) Study of the East Main Street Bridge over Goose Creek – engineering services proposal
- [7.](#) Net metering - annual report
8. Discussion of Previously Tabled Items (unspecified)
9. Additional Items (unspecified)

Posted on 1/16/2026 at 4:00 PM.

# MEMO



**TO:** Mayor Hahs and Members of the Board  
**FROM:** Larry Miller, Building & Planning Manager  
**DATE:** January 15, 2026  
**SUBJECT:** Summary – Planning & Zoning Commission Packet,  
January 14, 2026

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This memo summarizes the Planning & Zoning Commission (P&Z) meeting of January 14, 2026, highlighting agenda items, key discussion points, and Commission recommendations.

## **Text Amendment – Chapter 65: Home Occupations**

- Creates new Article III regulating home-based businesses.
- Key points: must remain secondary use, occupy ≤49% of home, maintain exterior, no traffic/parking/noise issues.
- Residents submit brief business description and state tax info; no license/fee required.
- Conflicting Article I language removed.
- **Action:** P&Z recommends approval pending Board discussion on Sec. 65-75 C, 7. P&Z noted this section was overly broad, needed to be narrower and more specific, and questioned how it tied to public health and safety.

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## **NEW BUSINESS**

### **1. Special Use Permit – Cabinet/Counter Shop (Adam & Nicole Liley)**

- Location: 1.51 acres, E. Jackson Blvd, C-2 zoning; surrounding C-2.

- Proposed use: granite countertop cutting facility.
- Key discussion: traffic, parking, and commercial compatibility. Public comment: none.
- **Action:** P&Z recommended and waived their public hearing.

## 2. Preliminary Plat – Abbotsford Land Management LP #1 Subdivision

- 46.3-acre property; Lot 2 – water tower; Lot 1 – future development.
- Zoning: C-2; surrounding R-2/R-3 and C-2.
- Access via existing easement; accommodates N Old Orchard Rd (Major Street Plan); not in floodplain.
- Variances requested: defer detention basin; lot frontage (50' for C-2).
- Key discussion: site layout, infrastructure, future development. Public comment: none.
- **Action:** P&Z recommend approval.



# CITY OF JACKSON

## PLANNING & ZONING COMMISSION MEETING AGENDA

Wednesday, January 14, 2026 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 December 10, 2025 minutes

### 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 home occupations.

### NEW BUSINESS

3. Consider a request for a special use permit to allow a cabinet/counter shop in a C-2 general commercial district as submitted by Adam and Nicole Liley.
4. Request approval for a Preliminary Plat of Abbottsford Land Management LP #1 Subdivision.

### ADJOURNMENT

This agenda was posted at City Hall on January 9, 2026, at 4:00 PM.



JOURNAL OF THE PLANNING & ZONING COMMISSION  
CITY OF JACKSON, MISSOURI  
WEDNESDAY, DECEMBER 10, 2025, 6:00 P.M.  
REGULAR MEETING  
CITY HALL BOARD CHAMBER, 101 COURT STREET, JACKSON, MISSOURI

The Planning and Zoning Commission of the City of Jackson met in regular session in the Board Chamber of City Hall at 6:00 p.m. on Wednesday, December 10, 2025, with the following members present:

**Present:**

Harry Dryer, Chairman  
Tony Koeller, Secretary  
Michelle Weber  
Russ Wiley  
Tina Weber  
Travis Niswonger  
Angelia Thomas  
Heather Harrison

**Absent:**

Bill Fadler

**Aldermen:**

Mike Seabaugh  
Steve Stroder  
Eric Fraley (Absent)

Building & Planning Manager Larry Miller, James King, and Mike Haynes were also present.

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**Call to Order**

Chairman Harry Dryer called the meeting to order at 6:00 p.m. Secretary Tony Koeller called the roll, and a quorum was present.

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**Approval of Minutes**

**1. Approval of Minutes – September 10, 2025 Meeting**

The minutes of the September 10, 2025, meeting were reviewed.

**Action:** Commissioner Michelle Weber made the motion, seconded by Secretary Tony Koeller, to approve the minutes as submitted.

**Result:** Motion carried unanimously.

## **New Business**

### **2. Land Exchange Certification – 5176 & 5178 Caney Fork Street**

**Staff Report:** Larry Miller reported the request to approve a land exchange certification for approximately 0.05 acres, transferring it from 5176 Caney Fork Street to 5178 Caney Fork Street. The property is zoned R-3 (Two-Family Residential). The request is intended to allow proper placement of a duplex due to terrain constraints and an existing retaining wall while maintaining required setbacks and lot area.

**Applicant Remarks:** James King addressed the Commission and explained that the slope and retaining wall prevent the traditional placement of two separate structures. The land exchange allows the duplex to be centered on the lot line while remaining compliant with zoning requirements.

**Commission Questions:** None from the Commission.

**Action:** A motion was made by Secretary Tony Koeller and seconded by Commissioner Travis Niswonger to approve the land exchange certification.

**Roll Call Vote:**

Harrison—Yes  
 Thomas—Yes  
 T. Weber—Yes  
 Koeller—Yes  
 Dryer—Yes  
 M. Weber—Yes  
 Wiley—Yes  
 Niswonger—Yes

**Result:** Motion carried unanimously.

### **3. Land Exchange Certification – DNH Subdivisions (Straightway Farm Service, Inc.)**

**Staff Report:** Larry Miller reported the request to approve a land exchange certification for approximately 0.29 acres, transferring it from Lots 8 and 9 of DNH 2nd Subdivision to Lot 1 of DNH 3rd Subdivision. The adjustment enlarges Lot 1 while maintaining adequate frontage for all affected lots.

**Applicant Remarks:** The applicant was not present.

**Commission Questions:** None from the Commission.

**Action:** Commissioner Tina Weber made a motion, seconded by Commissioner Russ Wiley, to approve the land exchange certification.

**Roll Call Vote:**

Thomas—Yes  
 T. Weber—Yes  
 Koeller—Yes  
 Dryer—Yes  
 M. Weber—Yes  
 Wiley—Yes  
 Niswonger—Yes  
 Harrison—Yes

**Result:** Motion carried unanimously.

**4. Land Exchange Certification – 2216 Bainbridge Road & 2431 East Main Street**

**Staff Report:** Larry Miller reported the request to approve a land exchange certification transferring approximately 0.02 acres to correct an existing parking lot encroachment identified through a survey.

**Applicant Remarks:** Michael Haynes explained that the land exchange is intended to correct the encroachment and avoid future property disputes.

**Commission Questions:** None from the Commissioners.

**Action:** Commissioner Heather Harrison made a motion, seconded by Commissioner Tina Weber, to approve the land exchange certification.

**Roll Call Vote:**

T. Weber—Yes  
 Koeller—Yes  
 Dryer—Yes  
 M. Weber—Yes  
 Wiley—Yes  
 Niswonger—Yes  
 Harrison—Yes  
 Thomas—Yes

**Result:** Motion carried unanimously.

**5. Text Amendment – Chapter 65 (Privacy Fences and Buffer Areas)**

**Staff Report:** Larry Miller reviewed a proposed text amendment to Chapter 65 of the City Code to clarify privacy fence height requirements, buffer area standards, and resolve conflicting code

provisions. The amendment establishes timelines for installation and opacity, as well as maintenance requirements for screening.

**Commission Discussion:** Commissioners discussed clarifying language related to required opacity and installation timing. Staff proposed minor revisions for clarity.

**Action:** A motion was made by Secretary Tony Koeller and seconded by Commissioner Tina Weber to recommend approval of the text amendment with the discussed revisions.

**Roll Call Vote:**

Koeller—Yes  
 Dryer—Yes  
 M. Weber—Yes  
 Wiley—Yes  
 Niswonger—Yes  
 Harrison—Yes  
 Thomas—Yes  
 T. Weber—Yes

**Result:** Motion carried unanimously.

## **6. Text Amendment – Chapter 65 (Home Occupations)**

**Staff Report:** Larry Miller reviewed a proposed text amendment to bring City regulations into compliance with recent Missouri state law regarding home occupations. The amendment includes definitions, regulations, and administrative provisions.

**Commission Discussion:** Commissioners expressed concerns regarding enforcement and administrative impacts. Additional staff review was requested.

**Action:** A motion was made by Secretary Tony Koeller and seconded by Commissioner Tina Weber to table the request until the January 2026 meeting for further staff review.

**Result:** Motion carried unanimously.

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## **Adjournment**

Secretary Tony Koeller moved to adjourn without further business, seconded by Commissioner Heather Harrison. The motion carried, and the meeting was adjourned at approximately 7:30 p.m.

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**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*

# MEMO



**TO:** Planning and Zoning Commission  
**FROM:** Larry Miller, Building & Planning Manager  
**DATE:** January 7, 2026  
**SUBJECT:** Code Amendments – Addition of Article III: Home Occupations (Chapter 65)

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This memo provides an overview of a proposed amendment to Chapter 65 that creates a new Article III regulating Home Occupations. The new article includes updated definitions and clear standards for home-based businesses to ensure they remain secondary to the residential use of the property, do not occupy more than 49% of the home, do not change the exterior appearance, and do not cause traffic, parking, noise, or other neighborhood impacts. The regulations also align with Missouri state law regarding No Impact Home-Based Businesses and the City's authority to impose narrowly tailored requirements that protect public health, safety, and neighborhood character. The article outlines basic compliance steps for residents, including submitting a brief description of the business and required state tax information within 60 days, though no license or fee is required. To maintain consistency, the staff has removed or struck through older language in Article I that conflicted with these new regulations.

The Commission will vote to approve, deny, or modify the draft language of this code amendment. A public hearing is optional at the Planning & Zoning Commission level, but the Board of Aldermen requires it.

## ARTICLE III. – HOME OCCUPATIONS

### Sec. 65-75 – General Provisions.

A. *Purpose.* The City recognizes the need to balance its residents' autonomy to use their homes for work with the expectations of neighboring residents that the City will protect the property values in and maintain the integrity of the residential districts in which they live and have invested. These regulations allow and regulate in equitable fashion the customarily accepted non-residential types of activity carried on in the residential districts of the City. As such, for Home-Based Businesses and Home-Based Work undertaken on any lot zoned or used for dwelling purposes located in R-1, R-2, R-3, R-4, and MH-1 districts, the following requirements are enacted to protect the public health and safety, (which include all regulations related to fire and building codes, health and sanitation, transportation, parking, or traffic control, solid or hazardous waste, pollution, lighting control and noise control); control overcrowding; preserve the residential character of and property values in residential districts; ensure that the business activity is compliant with city, state, and federal law; and confirm that the business is paying applicable taxes.

B. *Definitions:*

1. DWELLING. Any building or portion thereof which is designed and used exclusively for residential purposes.
2. GOODS OR SERVICES. Any merchandise, equipment, products, supplies, or materials or any labor performed in the interest or under the direction of others; specifically, the performance of some useful act or series of acts for the benefit of another, usually for a fee. Goods or services does not include real property or any interests therein.
3. HOME-BASED BUSINESS. Any business operated in a dwelling that manufactures, provides, or sells goods or services and that is owned and operated by the owner or tenant of the dwelling.
4. HOME-BASED WORK. Any lawful occupation performed by a resident within a dwelling or accessory structure, which is clearly incidental and secondary to the use of the dwelling and does not change the residential character of the dwelling or adversely affect the character of the surrounding neighborhood.
5. HOME OCCUPATION. A No Impact Home-Based Business.
6. NO IMPACT HOME-BASED BUSINESS. Any Home-Based Business or Home-

Based Work where:

- a. The total number of employees and clients on-site at one time does not exceed the occupancy limit for the dwelling; and
- b. The activities of the business:
  - (i) Are limited to the sale of lawful goods and services;
  - (ii) May involve having more than one client on the property at one time;
  - (iii) Do not cause a substantial increase in traffic through the residential area;
  - (iv) Do not violate the parking requirements for residential districts;
  - (v) Occur inside the dwelling or in the yard of the dwelling;
  - (vi) Are not visible from the street; and
  - (vii) Do not violate the narrowly tailored regulations in Subsection C, below.
7. NONCOMPLIANT HOME-BASED BUSINESS. Any Home-Based Business or Home-Based Work that is not a No Impact Home-Based Business.
8. RESIDENT. Any person who occupies a dwelling for living and sleeping purposes permanently in the city of Jackson. 65-2
9. RESIDENTIAL PURPOSES. Use as a dwelling for living and sleeping.
10. RESIDENTIAL DISTRICTS. Districts zoned R-1, R-2, R-3 and R-4.

C. *Regulations to Safeguard the Residential Character of the Dwelling and Surrounding Neighborhood.* To preserve the residential character of the residential building and protect against adverse effects on the character of the surrounding neighborhood, a Home Occupation may operate on a lot used for dwelling purposes, provided the Home Occupation:

1. Is (a) clearly incidental and secondary to the primary residential use of the dwelling or lot; and (b) does not occupy more than forty-nine percent (49%) of the floor area of the dwelling; and
2. Does not change the residential character of the dwelling by altering or modifying the exterior of the dwelling so as to indicate the presence of a home-based business or home-based work, including signage not in compliance with the City's regulations on signs; and
3. Is operated such that the total number of employees and clients on-site at one time does not exceed the occupancy limit for the dwelling; and
4. Pays all applicable taxes and otherwise operates in compliance with applicable city, state, and federal law; and



5. Is operated by a resident or residents of the dwelling; and
6. Has no storage of hazardous materials, toxic substances, or hazardous wastes of a nature or extent than normally used for purely domestic or household purpose; and
7. Does not adversely affect the character of the surrounding neighborhood by allowing or causing, for example: commercial or delivery vehicles used in connection with the home occupation are parked at or stored on the dwelling or visit the premises with a frequency of more than one (1) visit per day; a steady or concentrated visitation of clients to the dwelling; a substantial increase in traffic or on-street parking through the residential area; storage or the use of equipment that produces negative effects outside the home or accessory structure; or similar adverse impacts.

D. Home Occupations do not require a license or any fee, but within sixty (60) days of establishing a Home Occupation the resident shall supply the City with (1) a copy of their business's Missouri Tax I.D. number and, for Home Occupations selling goods at retail, a Statement of No Tax Due in accordance Missouri Statutes (Section 144.083.2 and 144.083.4 RSMo)., and (2) a written description of the Home Occupation, the percentage of the dwelling to be occupied by the Home Occupation, and the number of employees to be working at the Home Occupation who are not residents of the dwelling. At the same time, to help ensure the proposed Home Occupation complies with the requirements of this Subsection, the City shall supply the resident with a copy of this Code Section or a summary of its requirements. Upon receipt of the written description, the City shall verify for the resident that the Home Occupation complies with the foregoing requirements. Failure to provide the above information to the City is an ordinance violation. Any change in the amount of floor area occupied by the Home Occupation as detailed in the original description, number of employees, or the type of Home Occupation should be followed by a submission of a revised description and review and approval in accordance with this Section to assist the resident in continued compliance.

E. Nothing in this Section shall be deemed to:

1. Prohibit mail order or telephone sales for Home Occupations;
2. Prohibit service by appointment within the home or accessory structure;
3. Prohibit or require structural modifications to the home or accessory structure;
4. Restrict the hours of operation for Home Occupations;
5. Restrict storage or the use of equipment that does not produce effects outside the home or accessory structure; or
6. Restrict or prohibit a particular occupation that is legal under the laws of the City, State,

and United States.

F. Any person violating any provision of this Section, including operating or permitting to be operated a Noncompliant Home-Based Business, shall be guilty of an offense and shall be fined not more than five hundred dollars (\$500.00) for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

## Staff Report

**ACTION ITEM:** Consider a request for a special use permit to allow a cabinet/counter shop in a C-2 general commercial district as submitted by Adam and Nicole Liley

**APPLICANT:** Adam and Nicole Liley

**APPLICANT STATUS:** Property Owners

**PURPOSE:** To allow a cabinet/counter shop in a C-2 general commercial district

**SIZE:** 1.51 acres

**PRESENT USES:** Currently a business for roofing and chimney repair.

**PROPOSED USE:** Cabinet/counter shop

**PROPERTY ZONING:** C-2 General Commercial District

**SURROUNDING LAND USE:** North, South, East, West – C-2 General Commercial District

**HISTORY:** Was the Missouri Conservation Building

**TRANSPORTATION AND PARKING:** A driveway access comes off E. Jackson Blvd.

### **APPLICABLE REGULATIONS:**

#### **Zoning Code (Chapter 65)**

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

xx. 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.

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

**52. Cabinet making establishments and carpenter shops which use no motors larger than ten (10) horsepower.**

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

**46. Cabinet making establishments and carpenter shops which use no motors larger than ten (10) horsepower.**

**2024 COMPREHENSIVE PLAN:** The comprehensive plan designates this tract as Parks and Open Space. The parks designation includes areas for active or passive recreation – both public parks owned and maintained by the city and private parks in planned subdivisions. There are several parks located throughout Jackson, including Jackson City Park, Litz Park, and Brookside Park. Several of the city's parks are connected by a trail system.

The open space designation includes riparian corridors, preserved open lands, and other natural features. Open space and environmental features contribute significantly to the city's overall quality of life and character. The city should require the preservation of creeks and floodplain areas which will aid in protecting the environment, lessening flooding problems, and providing an opportunity to interact with nature through trails.

**MAJOR STREET PLAN:** The major street plan won't be affected.

**FLOODPLAIN INFORMATION:** This property is not in the floodplain per FEMA panel 29031C0251E dated 9/29/11.

**PHYSICAL CHARACTERISTICS:** The property has a downhill slope towards E Jackson Blvd, with trees/woods on the east and west sides of the lot. There is a field on the south side of the lot.

**COMMENTS:** This will be used as a granite cutting facility for countertops.

**ACTION REQUIRED:** The Commission shall vote to recommend approving or denying this request. The Commission's action serves as a recommendation to the Board of Alderman. A public hearing at this level is optional but required at the Board of Aldermen level. (A negative recommendation requires approval from a super-majority (6 votes) of the Board of Alderman.)



## REZONING / SPECIAL USE PERMIT APPLICATION

City of Jackson, Missouri

APPLICATION DATE: November 20, 2025

TYPE OF APPLICATION:

☐

Rezoning

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Special Use Permit

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

6123815 East Jackson Blvd Jackson Mo 63755

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

Property Owner Name(s): Mongoose Properties LLC

Mailing Address:

City, State ZIP:

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

Proposed Property Owner(s): Adam & Nicole Lilley

Mailing Address:

City, State, ZIP

**CONTACT PERSON HANDLING APPLICATION:**

Contact Name:

Mailing Address:

City, State ZIP

Contact's Phone:

Email Address (if used):

**CURRENT ZONING:** (check all that apply) Lilley

☐

R-1 (Single-Family Residential)

☐

R-2 (Single-Family Residential)

☐

R-3 (One- And Two-Family Residential)

☐

R-4 (General Residential)

☐

MH-1 (Mobile Home Park)

☐

O-1 (Professional Office)

☐

CO-1 (Enhanced Commercial Overlay)

☒

C-1 (Local Commercial)

☒

C-2 (General Commercial)

☐

C-3 (Central Business)

☐

C-4 (Planned Commercial)

☐

I-1 (Light Industrial)

☐

I-2 (Heavy Industrial)

☐

I-3 (Planned Industrial Park)



CURRENT USE OF PROPERTY:

Commercial Warehouse (Shop) Office

Item 1.

**PROPOSED ZONING:** (check all that apply)

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

**PROPOSED USE OF PROPERTY:**

Counter top / CABINET Shop with Show Room

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

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

This will Bring Jobs to Jackson mo. we feel like this will be a great long lasting organized <sup>Location</sup> ~~business~~ to serve all of Cape county with room for growth. Cley is a NAME you can trust that has Always Served its customers with ~~business~~ professional workmanship.

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

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

**OWNER SIGNATURES:**

Item 1.

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

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

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

573-243-2300 ext.29 (ph)

[permits@jacksonmo.org](mailto:permits@jacksonmo.org)

**APPLICATION FEE: \$200.00**

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## SURVEY NOTES:

This Survey Creates A New 3 Lot Subdivision From  
The Parent Tract Recorded In Document No. 2022-05662

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

Base of Survey Datum - NAD83, M.S.P.C. Zone 2401 East  
CORS Station MOJK of The MoDOT GPS RTK Network

Latitude 37° 24' 44.45840" North  
Longitude 89° 39' 00.22115" West  
Ellipsoid Height 394.012 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:

Previous Survey For Rhodes Real Estate Partners,  
Document No. 2018-11135

Record Plat of Annuwood Estates as Recorded In  
Plat Book No. 17 - Page No. 30

Right of Way Plans For U.S. Route 61

General Warranty Deed, Document No. 2022-05662  
General Warranty Deed, Document No. 2018-03972  
General Warranty Deed, Book No. 1149 - Page No. 255

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

## ZONING INFORMATION:

Subject Property is Zoned C2, General Commercial District

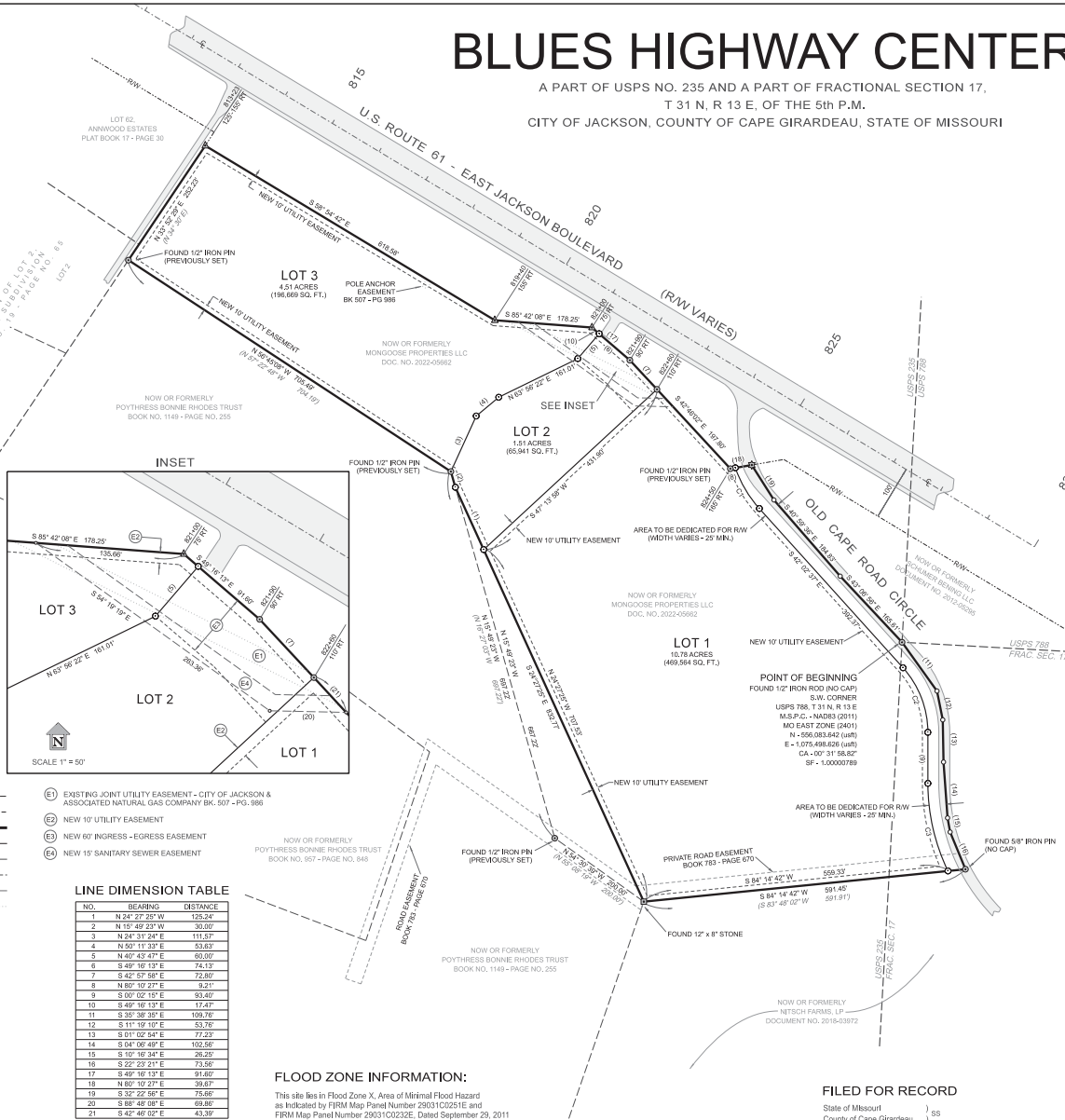
Maximum Building Height: 50 Feet Not Over 5 Stories  
Maximum Lot Width: None  
Maximum Lot Area: None  
Setbacks:  
Front Yard: 30 Feet  
Side Yard: 8 Feet Where Adjoining Residential Property  
0 Feet Where Commercial Use Adjoins Commercial Zone  
Rear Yard: 25 Feet

## SURVEY MONUMENT NOTES:

- - FOUND 1/2" IRON PIN (AS NOTED)
- - SET 1/2" IRON PIN
- - FOUND IRON PIPE
- - FOUND STONE
- ▲ - FOUND RW MARKER
- - FOUND COTTON PICKER SPINDLE

## SURVEY LEGEND

CENTERLINE - - - - -  
RIGHT OF WAY LINE - - - - -  
PROPERTY LINE - - - - -  
LOT LINE - - - - -  
ADJOINER'S PROPERTY LINE - - - - -  
NEW UTILITY EASEMENT LINE - - - - -  
NEW 15' SANITARY SEWER ESMT. - - - - -  
EXISTING EASEMENT LINE - - - - -



## FLOOD ZONE INFORMATION:

This site lies in Flood Zone X, Area of Minimal Flood Hazard  
as indicated by FIRM Map Panel Number 29031C0225E and  
FIRM Map Panel Number 29031C0232E. Dated September 29, 2011

## CURVE DIMENSION TABLE

NO.	RADIUS	DELTA	LENGTH	TANGENT	CHORD	BEARING
1	217.41	22° 57' 22"	87.11	44.19	86.92	S 30° 33' 56" E
2	176.59	42° 00' 22"	129.44	67.78	126.56	S 21° 02' 28" E
3	368.77	25° 44' 51"	165.72	84.28	164.33	S 12° 54' 40" E

## BLUES HIGHWAY CENTER

A PART OF USPS NO. 235 AND A PART OF FRACTIONAL SECTION 17,  
T 31 N, R 13 E, OF THE 5th P.M.  
CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI

## SUBDIVISION DEDICATION:

The Unimproved Mongoose, LLC, a Missouri Limited Liability Company, Owners in Fee of  
Part of USPS 235 and a Part of Fractional Section 17, Township 31 North, Range 13 East  
of the Fifth Principal Meridian, City of Jackson, County of Cape Girardeau, State of Missouri  
Being More Particularly Described as Follows:

Beginning at a 1/2" Iron pin (found) at the Southwest Corner of USPS 788; Thence  
along the East line of a tract of land recorded in Document No. 2022-05662 of the land  
records of the County Recorder's Office and as shown by Survey Plat recorded in Document  
No. 2018-11135, the following courses and distances:

S 35° 38' 35" E, 109.76 feet; Thence S 11° 19' 10" E, 53.76 feet;  
Thence S 01° 02' 54" E, 77.23 feet; Thence S 04° 06' 49" E, 102.56 feet;  
Thence S 10° 16' 34" E, 26.20 feet; Thence S 22° 23' 21" E, 73.56 feet to a 5/8" Iron pin  
(found) at the Northeast corner of a tract of land recorded in Document No. 2018-03972;  
Thence S 84° 14' 42" W, 591.45 feet along the North line of said tract to a Stone (found)  
at the most Southerly corner of tract of land recorded in Document No. 2022-05662;  
Thence N 24° 27' 25" W, 532.77 feet to a 1/2" Iron pin (set) on the East line of a tract of land  
recorded in Book No. 1149 at Page No. 255; Thence along the East and North line of said  
tract the following courses and distances, N 15° 49' 23" W, 30.00 feet to a 1/2" Iron pin  
(found); Thence N 50° 45' 08" W, 705.49 feet to a 1/2" Iron pin (found) on the East line of  
Lot 2, a Resubdivision of Lot 2, Richardson Subdivision as recorded in Plat Book No. 19,  
at Page No. 65; Thence N 33° 52' 29" E, 252.23 feet along the East line of said subdivision  
and the East line of Lot 62, Annuwood Estates as recorded in Plat Book No. 17, at Page  
No. 30 to a Right of Way Marker (found) on the Southerly Right of Way line of U.S. Route 61;  
Thence along said Southerly Right of Way line the following courses and distances:

S 58° 54' 42" E, 618.58 feet to a Right of Way Marker (found);  
Thence S 85° 42' 08" E, 178.25 feet to a Right of Way Marker (found);  
Thence S 49° 16' 13" E, 91.60 feet to a 1/2" Iron pin (found);  
Thence S 42° 57' 58" E, 72.80 feet to a 1/2" Iron pin (found);  
Thence S 42° 46' 02" E, 197.80 feet to a 1/2" Iron pin (found);  
Thence N 80° 10' 27" E, 39.67 feet to a Cotton Picker Spindle (found) in Old Cape  
Road Circle; Thence along said Old Cape Road Circle the following courses and distances:

S 32° 22' 56" E, 75.66 feet;  
Thence S 40° 58' 36" E, 184.53 feet;  
Thence S 43° 06' 56" E, 165.81 feet to the Point of Beginning, containing 17.83 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, "Blues Highway Center".

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

Frank Dinkler Jr., Member  
Mongoose Properties, LLC

STATE OF MISSOURI  
COUNTY OF CAPE GIRARDEAU )

Before Me, a Notary Public for Said State and County, Personally Appeared Frank Dinkler Jr.,  
Known to Me to Be the Persons Described Herein, Who Acknowledged  
That They Executed the Foregoing Instrument as Their 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, do hereby certify that this Plat was Approved  
and Accepted by the Board of Aldermen of Jackson, Missouri on  
This \_\_\_\_\_ Day of \_\_\_\_\_, 2025 A.D.  
As approved by Ordinance No. \_\_\_\_\_

Angela Birk, City Clerk

Approved by: \_\_\_\_\_  
Devin 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 Mongoose Properties, LLC the trace  
shown hereon were 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 \_\_\_\_\_ Day of \_\_\_\_\_, 2025 A.D.

**FOR REVIEW**

R. Christopher Bowen MO. PLS #2232

## FILED FOR RECORD

State of Missouri  
County of Cape Girardeau ) ss

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

Andrew David Blattner, Cape Girardeau County Recorder of Deeds

## Staff Report

**ACTION ITEM:** Request approval for a preliminary plat of Abbotsford Land Management LP #1 Subdivision

**APPLICANT:** Abbotsford Land Management LP (Tim Goodman)

**APPLICANT STATUS:** Property owner

**PURPOSE:** To provide a tract for the construction of a new water tower.

**SIZE:** 46.3 Acres

**PRESENT USES:** Undeveloped land

**PROPOSED USE:** Water tower on lot 2

**ZONING:** C-2 General Commercial

**SURROUNDING LAND USE:** North – R-3 One – and – Two Family Residential; South – C-2 General Commercial; East – Outside the City Limits; West – R-2 Single Family Residential

**HISTORY:** N/A

**TRANSPORTATION AND PARKING:** N/A

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

**2024 COMPREHENSIVE PLAN:** Mixed Residential and General Commercial:

The general commercial designation includes a blend of retail, offices, and service uses along the city's corridors. General commercial areas should be of a scale and intensity that is generally compatible with adjacent and nearby residential uses and can be arranged in nodes or along corridors such as Main Street, Jackson Boulevard, and U.S. Highway 61. Depending upon the type of commercial development, General commercial can provide for the daily needs of residents, but also draw customers from surrounding communities.

The mixed residential designation consists of multiple housing types including single-family detached, townhomes, duplexes, and small multi-family buildings. These areas encourage greater variety within Jackson's housing stock and allow for more flexibility to build denser residential development in proximity to the city's major roadways such as Main or Independence streets, and in the traditional neighborhoods to the north of Uptown. Areas designated for mixed residential can accommodate several dwelling types, including senior, workforce, and attainable housing. Mixed residential areas should be located throughout the city, mainly near arterial roads like Jackson Boulevard and Main Street.

**MAJOR STREET PLAN:** The major street plan (N Old Orchard Rd) goes through the property. The City Engineer said there is enough room for the street and the water tower to fit on this property.

**FLOODPLAIN INFORMATION:** Not in the floodplain per FEMA panel 29031C0163E and 29031C0232E dated 9/29/2011.

**PHYSICAL CHARACTERISTICS:** No access is available except through the access easement currently in place

**COMMENTS:** This subdivision will contain 2 lots. Lot one will be for future development, and lot two will be for a water tower. There is currently an access easement that is for the City of Jackson Sign by I-55, which is attached to this lot.

There are two variance requests:

1. Defer detention basin to future development of the property.
2. Each lot shall abut on a street right-of-way with a minimum lot frontage appropriate to the zone in which it is located, which is 50' for C-2.

**ACTION REQUIRED:** The Commission shall vote to recommend approval or denial of the request. The Board of Aldermen will make the final determination. Because variances are being requested, approval by a supermajority vote of the Board of Aldermen is required, which, for an eight (8) member Board, equals six (6) affirmative votes.



## SUBDIVISION APPLICATION

### City of Jackson, Missouri

**NAME OF SUBDIVISION:** Abbottsford Land Management LP #1

**DATE OF APPLICATION:** 1-8-2026

**TYPE OF APPLICATION:**

☒  
☐  
☐  
☐

**PRELIMINARY PLAT**  
**FINAL PLAT**  
**MINOR SUBDIVISION**  
**RESUBDIVISION**

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

Property Owner Name(s): Abbottsford Land Management LP

Mailing Address: 276 S Mt Auburn

City, State ZIP: Cape Girardeau, MO 63703

**ENGINEER / SURVEYING COMPANY:** Klingner Engineering

Engineer / Surveyor Contact: Chris Koehler

Mailing Address: 194 Coker Ln

City, State ZIP: Cape Girardeau, MO 63701

Contact's Phone: 573-335-3026

**CONTACT PERSON HANDLING APPLICATION:**

Contact Name: City of Jackson

Mailing Address: 101 Court St

City, State ZIP: Jackson, MO 63755

Contact's Phone: 573-243-2300

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

**CURRENT ZONING:** (circle all that apply)

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

☐ I-3 (Planned Industrial Park)

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

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

**OWNER SIGNATURES:**

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

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

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

Ph: 573-243-2300 ext. 2029  
Email: [permits@jacksonmo.org](mailto:permits@jacksonmo.org)







NORTH ORIENTATION FROM  
MISSOURI STATE PLANE  
COORDINATE SYSTEM

0 200' 400'

SCALE: 1" = 200'

HORIZONTAL SCALE

### Description of Survey

## ZONING

**BUILDING SETBACKS  
FOR C-2 ZONING**

### LOT SIZES

### RECORD OWNERS

00504050.500











A VARIANCE IS SHOWN FOR STORM WATER DETENTION. STORM WATER DETENTION WILL BE DEFERRED TO THE FUTURE DEVELOPMENT OF THE PROPERTY.

A VARIANCE IS SHOWN FOR STREET RIGHT-OF-WAY FRONTAGE ON LOT 2. ZONE C-2 REQUIRES A MINIMUM 50' LOT FRONTAGE. LOT 2 WILL BE ACCESSIBLE THROUGH THE EXISTING ACCESS EASEMENT ON THE ADJACENT PROPERTY RECORDED IN DEED #2008-03766.

NO PORTION OF THE PROPERTY FALLS WITHIN THE 100 YEAR FLOODPLAIN, AS INDICATED ON THE FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 29031C0163E WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2011.

THIS SURVEY OF A TRACT OF RURAL PROPERTY WAS  
PERFORMED IN ACCORDANCE WITH THE CURRENT STANDARD  
FOR PROPERTY BOUNDARY SURVEYS IN THE STATE OF  
MISSOURI AS MADE EFFECTIVE AUGUST 30, 2025

### LEGEND

	= FOUND IRON RAIL
	= FOUND ALUMINUM RIGHT-OF-WAY MARKER
	= FOUND 1" IRON ROD
	= SET IRON ROD
	= SUBDIVISION BOUNDARY LINE
	= NEW LOT LINE
	= EXTERNAL PROPERTY LINE
	= EXISTING EASEMENT LINE
	= RIGHT OF WAY LINE
	= STREET/ALLEY CENTERLINE

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	157.50'	177.81'	50°45'09"	N74° 13' 54"E	152.40'



01/12/2026

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

RE: ABBOTTSFORD LAND MANAGEMENT LP #1 SUBDIVISION

Dear Mr. Miller:

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

1. Mr. Norman requests a variance to defer storm water detention until the future development of the property.
2. Mr. Norman requests a variance to the minimum lot frontage requirement of 50' for C-2 zoning on Lot 2 as the existing access easement recorded in Deed #2008-03766 will provide access to the lot.

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

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

Sincerely,

KLINGNER & ASSOCIATES, P.C.

Chris Koehler, PE, PLS

Request Approved by Owner:

Mr. Tim Goodman  
On behalf of Mr. Earl Norman

1/13/26  
Date:





# MEMO

**To:** Mayor and Board of Aldermen

**From:** Jason Lipe, Parks and Recreation Director

**Date:** Friday, January 16, 2026

**Re:** January 12 Park Board Report

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During the January 12 Park Board meeting, the Park Board discussed plans for Park Day, which will be held beginning at 9 am on Saturday, April 25 at Pavilion 1 in the City Park.



**CITY OF JACKSON**  
**PARK BOARD MEETING**  
**Monday, January 12, 2026 at 6:00 PM**  
**Jackson Civic Center, 381 East Deerwood Drive**

---

**AGENDA**

**BOARD MEMBERS PRESENT**

**RECOGNITION OF VISITORS**

**READING OF PREVIOUS MEETING MINUTES**

**OLD BUSINESS FROM PREVIOUS MEETINGS**

1. Civic Center Renovation Task Order

**NEW BUSINESS**

2. Park Day

**CIVIC CENTER REPORT**

**PARKS & RECREATION DIRECTOR'S REPORT**

**ADJOURNMENT**

Posted on 1/08/2026 at 4:00 PM.



# City of Jackson

**TO:** Mayor and Board of Aldermen

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

**DATE:** January 15, 2026

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

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

A map of the location is attached.

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(15) INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Remainder of Page Intentionally Left Blank]*

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

Executed by Applicant this \_\_\_\_\_(date).

Executed by Commission this \_\_\_\_\_(date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

**City of Jackson**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Secretary to the Commission

APPROVED AS TO FORM:

ATTEST:

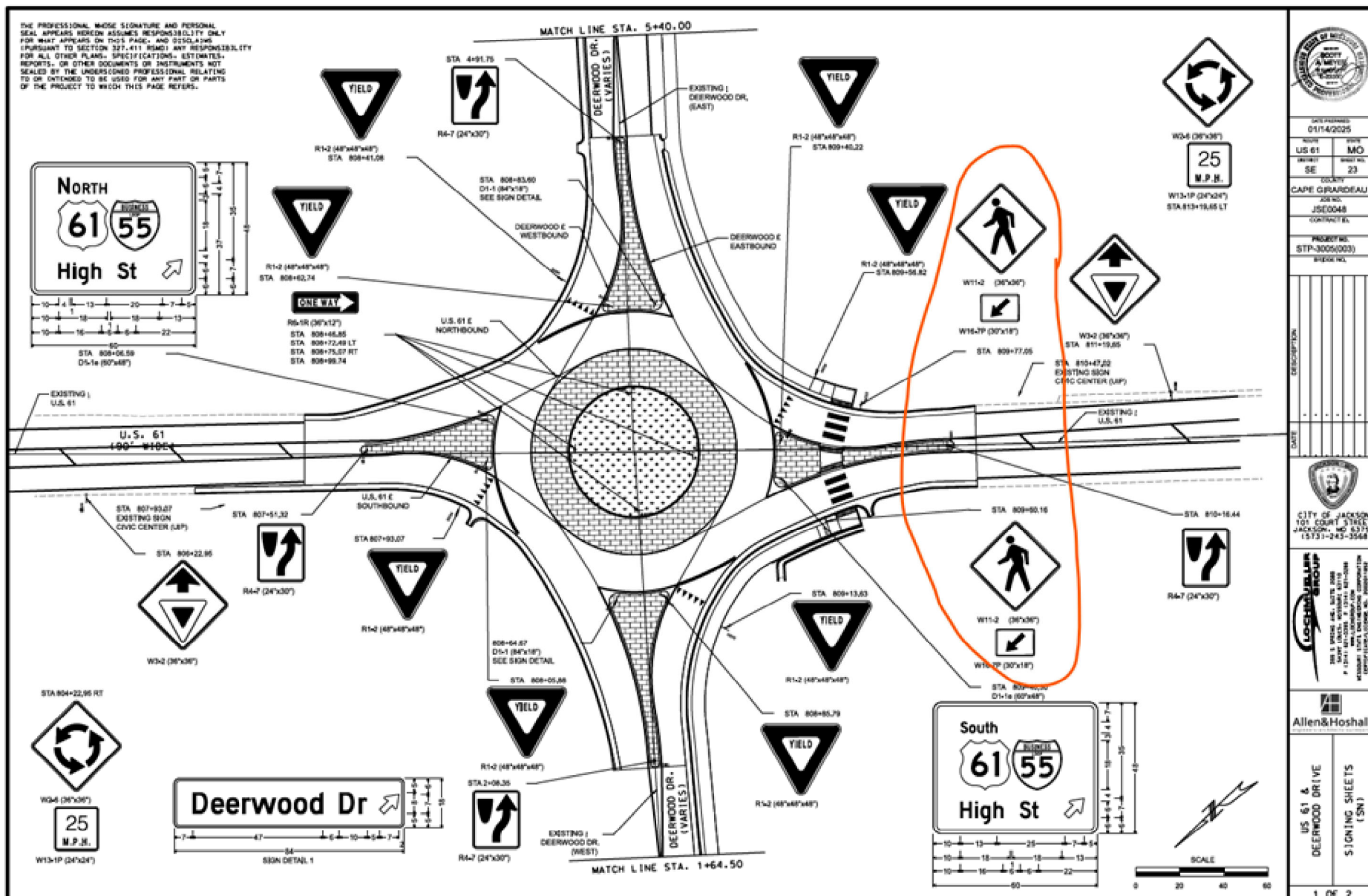
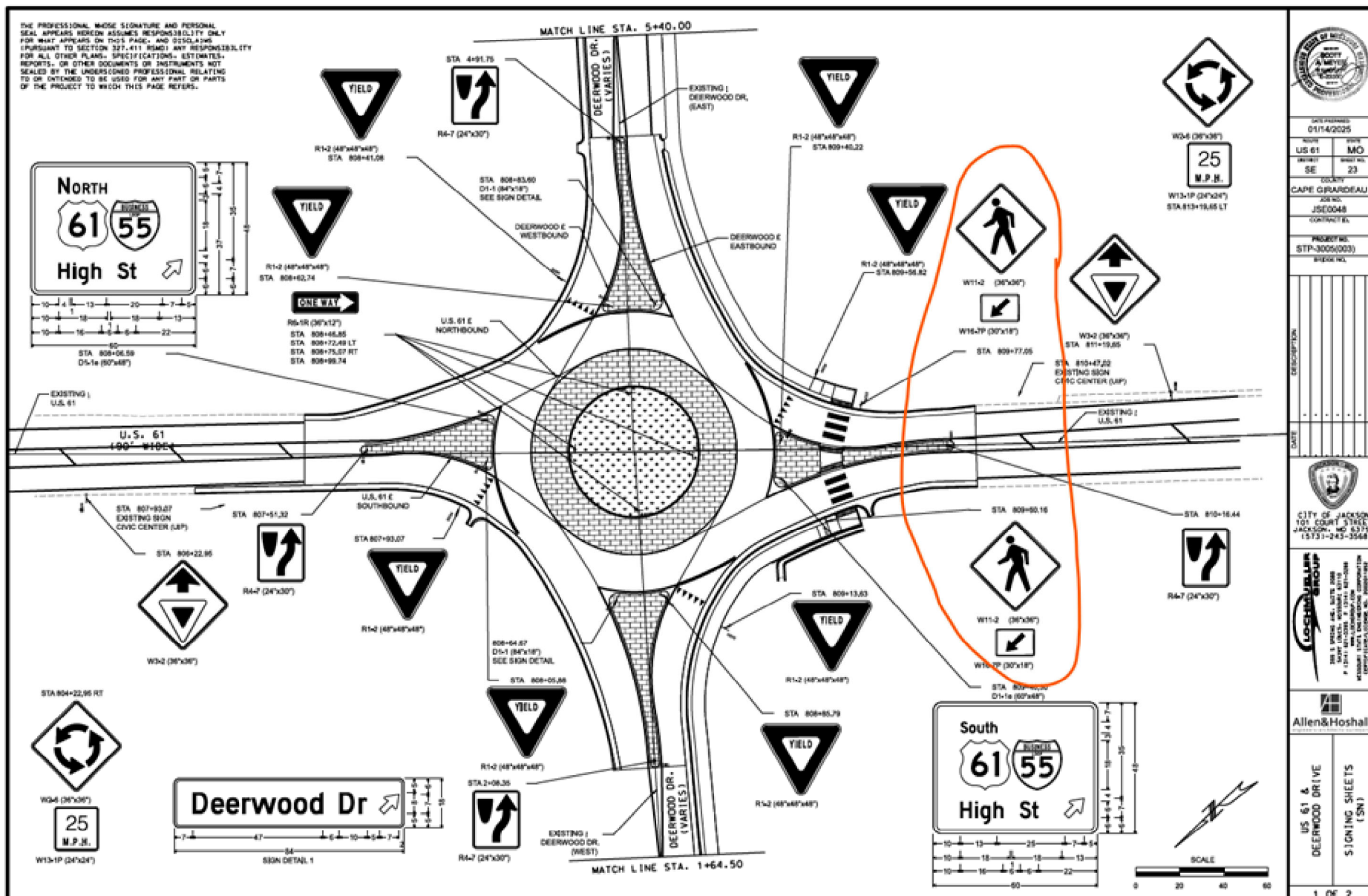
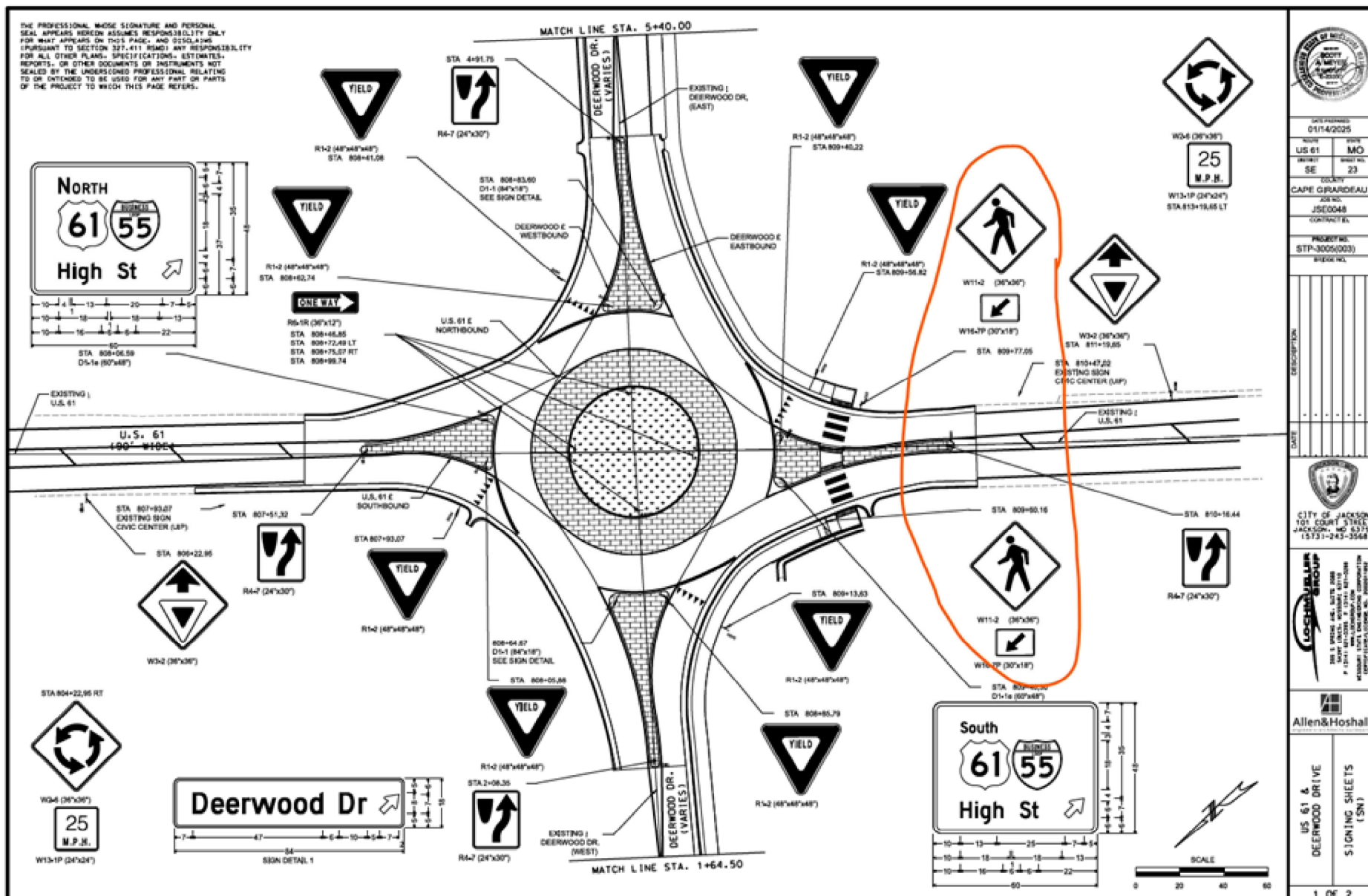
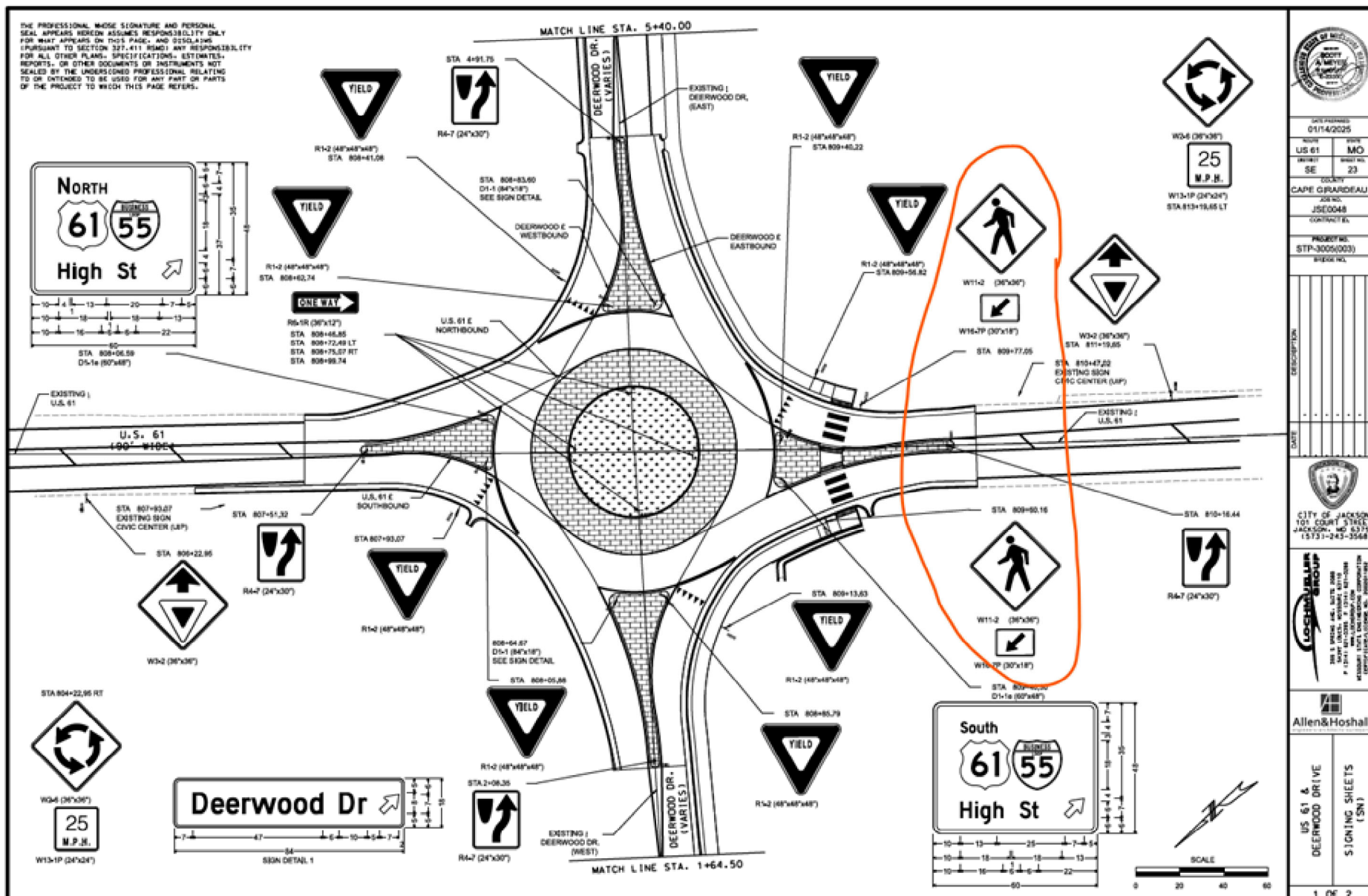
By: \_\_\_\_\_  
Commission Counsel

By: \_\_\_\_\_

Title: \_\_\_\_\_

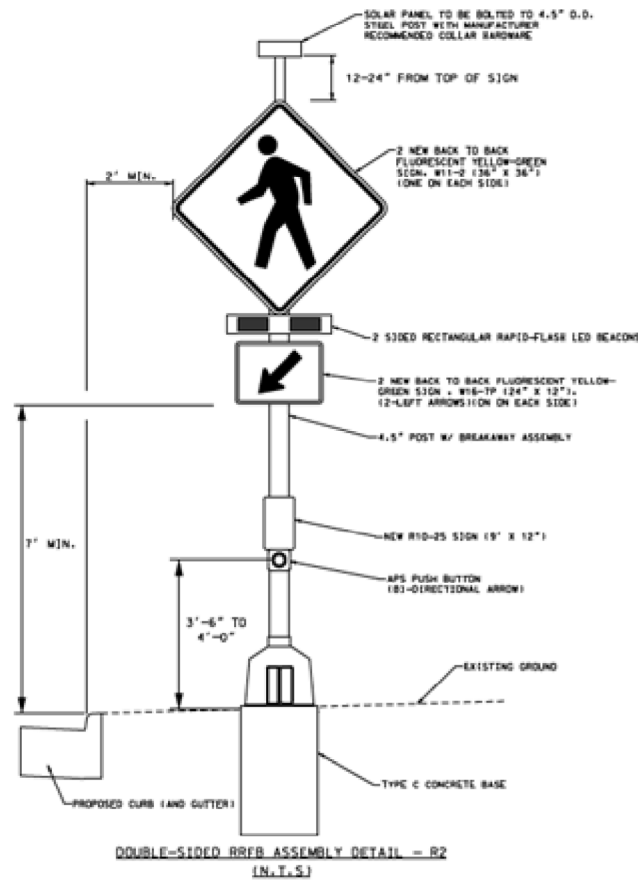
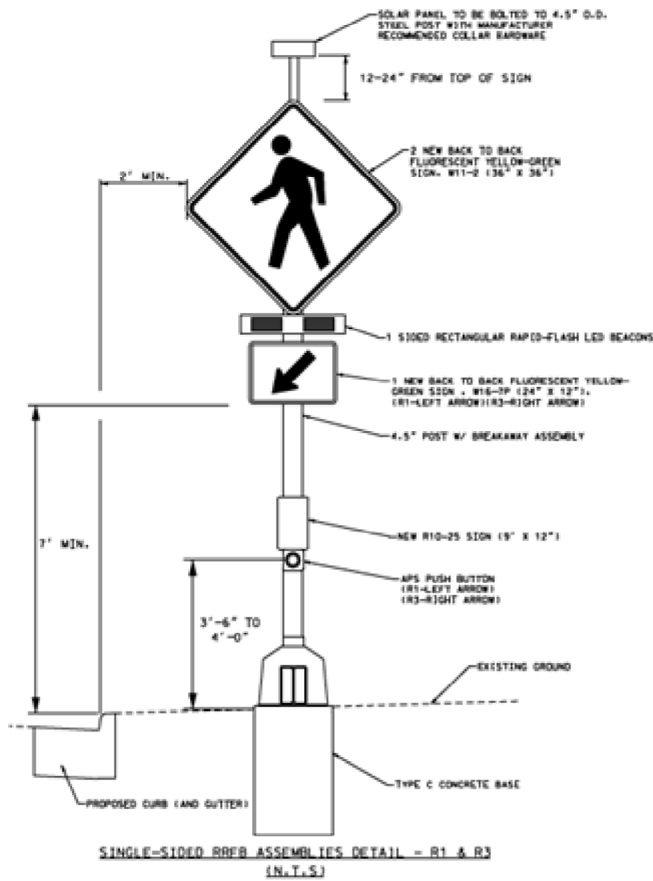
Ordinance No. \_\_\_\_\_



[illegible][illegible][illegible]

**RRFB NOTES:**

1. MATERIALS AND INSTALLATION SHALL FOLLOW CITY AND MDOT STANDARD SPECIFICATIONS AND DRAWINGS, MUTCD 11TH EDITION, AND PROWAG REQUIREMENTS (PER AUGUST 2023 FINAL RULE).
2. RRFB POSTS, BREAKAWAY BASES, AND MOUNTING HARDWARE SHALL BE POWDER COATED BLACK IN COLOR.
3. PUSH BUTTONS AND R10-25 SIGNS SHALL BE PART OF POLARA INX PUSH BUTTON STATION ASSEMBLY, OR APPROVED EQUIVALENT, AND CONNECTED TO THE RRFB UNIT AT EACH POST. ACTUATION OF ANY PUSH BUTTON SHALL IMMEDIATELY ACTIVATE ALL RRFB'S AT THE CROSSING.
4. EACH RRFB ASSEMBLY SHALL BE A TAPCO SOLAR POWERED MODEL WITH BLINKERBEAM WIRELESS COMMUNICATIONS, OR APPROVED EQUIVALENT.
5. REMOVED SIGNS AND POSTS SHALL REMAIN THE PROPERTY OF THE CITY OF JACKSON, THE CONTRACTOR SHALL CONTACT THE CITY'S REPRESENTATIVE TO DETERMINE WHERE SAID SALVAGE EQUIPMENT IS TO BE TRANSPORTED TO.



DATE PREPARED: 02/10/2025	
CITY: US-61	STATE: MO
COUNTY: SE	COUNTY: CAPE GIRARDEAU
PROJECT NO: JSE0048	CONTRACT NO:
PROJECT NO: STP-3005(003)	BRIDGE NO:
DESCRIPTION:	
DATE:	
CITY OF JACKSON 100 COURT STREET JACKSON, MO 64305 (573) 243-3568	
US-61 & DEERWOOD DRIVE RECTANGULAR RAPID-FLASHING BEACON DETAILS	
FINAL PLANS	

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Jeff Winders, City Engineer

**DATE:** January 15, 2026

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

As part of the continuation of the Hubble Creek Trail Project, the City has applied for and been awarded a TAP grant for the Hubble Creek Trail Phase 3A TAP 9900(996) from the Missouri Department of Transportation. The TAP grant award requires a program agreement between the City and MoDOT. If agreed to this draft agreement will be brought to the Board of Aldermen as a final at the next session along with an ordinance to enter into the agreement with MoDOT

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

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

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

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

WITNESSETH:

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

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

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

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

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

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

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

(5) INSURANCE:

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Withholding of payments under this Agreement until the City

complies; and/or

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Remainder of Page Intentionally Left Blank]*

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

Executed by the City this \_\_\_\_\_ (date).

Executed by the Commission this \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF JACKSON

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

By: \_\_\_\_\_

Title: \_\_\_\_\_

Ordinance No. \_\_\_\_\_

Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: TAP-9900(996)

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

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

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

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

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



# City of Jackson

**TO:** Mayor and Board of Aldermen

**FROM:** Jeff Winders, City Engineer

**DATE:** January 13, 2026

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

For the Middle School Crosswalk and Sidewalk Project the project, the City is receiving a TAP grant. As part of this process, a Preliminary Engineering Report (PER) is required. MoDOT is requiring this PER have an Archaeological Survey performed. This was not expected originally as the site has previously been disturbed. Smith and Company has provided quotes from two firms to perform this work. Lochmueller Group proposed performing the work for Eight Thousand, Six Hundred Dollars (\$8,600.00.) American Resources Group (ARG) proposed performing the work for Six Thousand, Nine Hundred, Eighty-Eight Dollars (\$6,988.00). An 80/20 match grant has been awarded by MoDOT for this project.

Staff recommends contracting with ARG for \$6,988.00 to perform the Archaeological Survey of the site.



**American Resources Group Ltd.**  
Cultural Resource Management  
est. A.D. 1979

December 18, 2025

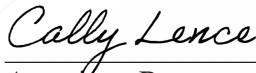
Smith & Co. Engineers  
901 Vine Street  
Poplar Bluff, MO 63901

RE: Phase I Cultural Resources Survey and Assessment of the Proposed Jackson Sidewalk Project, City of Jackson, Cape Girardeau County, Missouri.

This letter will confirm our earlier correspondence regarding the above-referenced project. American Resources Group will conduct the archaeological survey and assessment and architectural documentation (if necessary) of the approximate ¼-mile of proposed sidewalk improvements, in accordance with the guidelines of the Missouri State Historic Preservation Office, for a not-to-exceed fee of \$6,988.00 (see attached cost estimate). The not-to-exceed fee includes the cost of conducting the background research and completing all fieldwork, laboratory analyses, technical report preparation, and Missouri DNR RCIF and CRIR forms. Work will begin within two weeks of notice to proceed, weather permitting. Fieldwork will be completed in one day, and the report will be submitted within three weeks of the completion of the field work.

Invoice terms are net due upon receipt. Invoices more than 60 days past due are subject to a finance charge of 1.5% per month until paid.

If you are in agreement with these terms, please sign and return one copy of this letter/agreement.

_____ Smith & Co. Engineers	_____ Date	<div style="text-align: center;">           Cally Lence       </div> _____ American Resources Group, Ltd.	_____ Date
_____ Title	_____ Title	_____ Project Manager	_____ Title

**COST PROPOSAL**  
**AMERICAN RESOURCES GROUP, LTD.**  
**Phase I Cultural Resources Survey and Assessment of the**  
**Jackson Sidewalk Improvement Projects**  
**Cape Girardeau County, Missouri**  
 Prepared for Smith & Co. Engineers, Poplar Bluff, MO  
 18-Dec-25

<b>LABOR:</b>	<b>NO. HRS.</b>	<b>RATE</b>	<b>SUBTOTAL</b>	<b>TOTAL</b>
<b>TASK 1: Pre-Field Investigations</b>				
Project Manager	2	\$ 110.40	\$ 220.80	
Graphics Supervisor	2	110.40	<u>220.80</u>	\$ 441.60
<b>TASK 2: Field Investigation</b>				
Supervising Archaeologist II	8	142.45	1,139.60	
Archaeol. Tech III	8	88.32	<u>706.56</u>	1,846.16
<b>TASK 3: Lab Analysis*</b>				
Artifact Analyst II	1	110.40	110.40	
Artifact Analyst I	1	88.32	<u>88.32</u>	198.72
<b>TASK 4: Report Prep.</b>				
Historian/SA I	24	110.40	2,649.60	
Graphics Supervisor	15	110.40	<u>1,656.00</u>	4,305.60
<b>TOTAL LABOR</b>				<u>6,792.08</u>
<b>DIRECT EXPENSES:</b>				
Mileage	160	0.70	112.00	
Curation*	0.15	560.00	<u>84.00</u>	
<b>TOTAL DIRECT EXPENSES</b>				<u>196.00</u>
<b>GRAND TOTAL</b>				<u><b>\$ 6,988.08</b></u>

\* Costs contingent upon volume of cultural material recovered.



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

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

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

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

Supplement Agreement No. 1 accepted as defined herein:

OWNER: City of Jackson, MO

ENGINEER: S H Smith & Company, Inc.

BY: \_\_\_\_\_

BY: Stephen Hicks  
Stephen Hicks

TITLE: Mayor

TITLE: President

ATTEST:

BY: \_\_\_\_\_

BY: Bill Robison  
Bill Robison



TITLE: City Clerk

TITLE: Treasurer

DATE: \_\_\_\_\_

DATE: 11/12/26



# City of Jackson

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**TO:** Mayor and Board of Aldermen

**FROM:** Jeff Winders, City Engineer

**DATE:** January 14, 2026

**RE:** Bridge Study – E. Main Bridge over Goose Creek

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In December, Danny Youngerman approached me about concerns he had with the condition of the Bridge on E. Main Street over Goose Creek. I met him there and looked at the bridge. The bridge is showing signs of repairs needed in addition to widening as it is narrower than E. Main on either side of it. In researching its condition, it was noted in the 2019 City Wide Bridge Plan prepared by Smith and Company as the number 2 bridge potentially needing replacement by 2029.

We have discussed this bridge with Chris Koehler and asked him for a proposal to study this bridge and make recommendations on repair or replacement. At \$4,860.00, it is below the threshold needing Board approval but staff believes this is important enough to inform the Board of the status. Once the study is complete, we will develop a plan forward and bring this to the Board for consideration.



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**PROPOSAL FOR:** City of Jackson, MO  
**ADDRESS:** 101 Court Street, Jackson, MO 63755  
**PROJECT:** Study of the existing Bridge on East Main Street over Goose Creek  
**DATE:** 1/14/2026

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**I. PROJECT DESCRIPTION/UNDERSTANDING**

The City of Jackson, MO (Client) has requested that Koehler Engineering, a Division of Klingner & Associates, P.C. (Koehler) provide a proposal for *Engineering Services* relevant to a Study of the existing Bridge on East Main Street over Goose Creek in Jackson, MO. The project will include services described in the following scope of services.

**II. SCOPE OF SERVICES**

Our Scope of Services for each individual discipline is outlined below.

**1. MEETINGS:**

Up to two meetings are anticipated, as follows:

- a. Initial kickoff / discussion of intent and needs
- b. Final presentation and review of findings and recommendations

**2. SURVEYING:**

Limited field checks and data research will be conducted to verify the size of the existing structure and the channel cross section, span, and width of the anticipated new bridge structure. Existing property data will be based on publicly available documents and digital files.

**3. SCHEMATIC DESIGN / REPORT SERVICES:**

The engineer will review the following data:

- a. Existing documents relevant to the present structure and roadway approaches
- b. Existing bridge inspection reports if available
- c. Existing data for land parcels
- d. Existing and proposed FEMA regulatory floodplain data at the bridge location
- e. Data for existing utilities within the project area which may need to be relocated or protected during the project

The engineer will prepare a schematic design report with the following information (at a minimum):

- a. A narrative of the bridge upgrade requirements for the existing bridge, including bridge super and sub-structure, roadway approaches, walks, right of way requirements, and utility relocations, if the structure is deemed suitably sound to be able to be upgraded
- b. A narrative for the bridge replacement requirements, including bridge super and sub-structure, roadway approaches, walks, right of way requirements, and utility relocations, if it is determined that upgrading the present structure is not feasible
- c. Anticipated project difficulties
- d. Proposed design parameters for the bridge and roadway sections
- e. Schematic design plan including preliminary plan/profile and bridge section

- f. Anticipated schedule for project design, permitting, and construction
- g. Anticipated project costs for design, right of way, and construction

#### 4. COMPENSATION

Compensation shall be based on a lump sum fee as per the following breakdown unless otherwise noted as hourly (per diem). Payments shall be made in accordance with the Koehler / Klingner and Associates general terms or as mutually modified. These fees are generated in relation to the Scope of Services above.

FEE BY DISCIPLINE AND PHASE	
Discipline / Phase	Lump Sum
Services for Schematic Design and Cost Estimation	\$4,860.00
<b>Combined Total:</b>	<b>\$4,860.00</b>

#### 5. SCHEDULE

A mutually agreed upon schedule to be coordinated with the Client. Unless otherwise directed, we would anticipate having the final report and any exhibits ready for submission within 30 days of receipt of notice to proceed.

#### 6. REIMBURSABLE EXPENSES

In addition to the compensation for basic services, normal project-related reimbursable expenses will be invoiced at the cost to Koehler x 1.15. The reimbursable expenses shall include:

- Printing, plotting, photocopying and photo reprographics for Client use.
- Courier and express delivery charges
- Meetings other than those mentioned in the scope of services listed above
- Other project specific expenses pre-authorized by the Client

#### 7. ADDITIONAL SERVICES

No services other than those outlined previously are anticipated.

#### 8. APPROVAL

All services will be completed in accordance with the Klingner General Terms and Conditions or as mutually modified attached. Signing below and the document's return, signifies acceptance of the services based on the above Scope of Services.



**January 14, 2026**

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**Chris Koehler, PE, PLS**

Title: Regional Client Manager  
Koehler Engineering, A Division of Klingner  
& Associates, P.C.

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Date

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**Ms. Janet Sanders**

Title: Director of Public works  
City of Jackson, MO

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Date

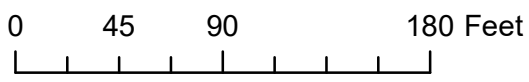
This proposal is valid for acceptance for a period of thirty (30) days from the Klingner Signatory Date.





**Legend**

- Addresses
- Street Centerlines
- ▭ Parcels
- ▬ Bridges



Made by: Rachel Heise  
Date : 1/2026

E Main Street Bridge





# MEMO

**To:** Mayor and Board of Aldermen  
**From:** Don Schuette, Director of Electric Utilities  
**Date:** January 9, 2026  
**Re:** Net Metering Customers

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Please see attached Net Metering customer summary that we currently have on our electric system. By state statute we are required to allow customers to have Net Metering equipment, such as solar panels or wind turbines, attached to our infrastructure as long as they do not exceed 100 KW each, per customer, in design capacity.

We are obligated to allow customers on a first-come, first-served basis to attach their equipment until we reach five percent (5%) of our prior yearly peak demand. Our peak demand in 2025 was approximately 40.2 MW (2.01 MW). Upon reaching the state statute maximum Net Metering capacity, we will no longer accept additional Net Metering customers.

By state statute, the Board of Aldermen, as governing body of the City's electric system, must be given an annual net metering report.

The report for 2025 is contained herein:

- The total number of customer-generator facilities (80), (2 more pending installation)
- The total estimated generating capacity of its net-metered customer-generators (772.80 KW)\*
- The total estimated net kilowatt-hours received from customer-generators (373,991 KWH)\*

Regards,

Don Schuette

Director of Electric Utilities

(\*data provided by others)