



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Tuesday, February 18, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

AGENDA

CALL TO ORDER

INTRODUCTION OF GUESTS/VISITORS

ADOPTION OF AGENDA

1. Motion adopting the Regular Meeting Agenda.

PUBLIC HEARINGS

2. Hearing to consider the voluntary annexation with zoning of 1.08 acres of property located on Fraser Ridge in Terrace Above the Greens Subdivision, as submitted by MHRR LLC.

APPROVAL OF MINUTES

3. Motion approving the Minutes of the Regular Meeting of February 3, 2025.

FINANCIAL AFFAIRS

4. Motion approving the City Collector's Report.
5. Motion approving the City Clerk's & Treasurer's Reports.

ACTION ITEMS

Power, Light, and Water Committee

6. Motion approving the hourly service rates for the year 2025, under an existing contractual agreement with Townsend Tree Service Company, LLC, of Muncie, Indiana, relative to the Tree Trimming for Electrical Transmission and Distribution Line Clearances Program.
7. Bill proposing an Ordinance accepting the dedication of Guy Wire Easement Deeds from B2VS, LLC, and Alford Properties, LLC, relative to the Roundabout Project at North High Street and Deerwood Drive.
8. Bill proposing an Ordinance authorizing a contractual agreement with Heartland Engineering LLC, of Poplar Bluff, Missouri, relative to providing services under a Master Agreement for Professional Engineering/Architectural Services.

Street, Sewer, and Cemetery Committee

- [9.](#) Motion approving Change Order No. 6, in the amount of \$6,900.00, to Herzog Excavating & Demolition, LLC, of Perryville, Missouri, relative to the Disposal of Stockpiled Brush Program.
- [10.](#) Motion accepting a Park Memorial & Donation, in the amount of \$26,620.00, from the Compton Giving Fund, for improvements to the Street Hockey Rink Project in the City Park.
- [11.](#) Bill proposing an Ordinance approving the voluntary annexation with zoning of 1.25 acres of property located on West Jackson Trail, as submitted by SEMO Land Development, LLC.
- [12.](#) Bill proposing an Ordinance approving the Final Plat of Terrace Above the Greens Subdivision, as submitted by MHRR LLC.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

13. Report by Mayor
14. Reports by Board Members
15. Report by City Attorney
16. Report by City Administrator
17. Discussion of future agenda items

EXECUTIVE SESSION

Motion to have executive session. Authority is Section 610.021(2), Revised Statutes of Missouri, as amended, relative to leasing, purchase, or sale of real estate; and Section 610.021(1), RSMo., relative to litigation.

ADJOURN

Posted on 2/14/2025 at 4:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, February 3, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

The Board of Aldermen met in the Regular Session with Mayor Dwain L. Hahs in the chair and the following Board Members present: Steve Stroder, Mike Seabaugh, Eric Fraley, Katy Liley, David Reiminger, David Hitt, and Shana Williams. Present-7; Absent-1: Alderwoman Wanda Young.

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

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

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

Mayor Hahs to present a Plaque to)
 Wastewater Plant Foreman Kenrick)
 Gibbar in Recognition of his retirement)

Now comes forth Mayor Hahs to present to Wastewater Plat Foreman Kenrick Gibbar a plaque in recognition of his 45 years of service to the citizens of the City of Jackson from 1980 - 2025.

Motion to Adopt the Agenda)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-7; Nays-0; Absent-1.

Motion to Approve the Minutes of the)
 January 21, 2025, Regular Board)
 Meeting)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Tuesday, January 21, 2025. Ayes-7; Nays-0; Absent-1.

Motion to Approve Bills of January,)
 2025)

Now is presented the list of bills paid in the various funds for the month of January, 2025. Motion made by Alderman Hitt, seconded by Alderman Seabaugh, to approve the list of bills paid in the various funds for January, 2025. Ayes-7; Nays-0; Absent-1.

Motion to Approve City Collector's 2024)
 Electric, Water, Sewer, Taxes &)
 Licenses and Refuse Annual Report)

Motion made by Alderwoman Williams, seconded by Alderman Stroder, to approve the City Collector's Electric, Water & Sewer, Taxes & Licenses and Refuse Annual Report for 2024. Ayes-7; Nays-0; Absent-1.

Motion to Approve Change Order No. 4)
 To Robinson Industrial, Heavy and)
 Commercial Contracting, Inc. dba RIHC)
 Contracting, of Perryville, Missouri,)
 Relative to the Jackson Water Plant)
 Improvements – Phase 2, Project 2D)



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MINUTES

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve Change Order No. 4, in the amount of \$7,505.17, to Robinson Industrial, Heavy and Commercial Contracting, Inc. dba RIHC Contracting of Perryville, Missouri, relative to the Jackson Water Plant Improvements – Phase 2, Project 2D. Ayes-7; Nays-0; Absent-1.

Motion to Reject the proposals received)
 On January 28, 2025, relative to the)
 Financial & Utility Billing Migration)
 Project)

Motion made by Alderman Reiminger, seconded by Alderwoman Williams, to reject the proposals received on January 28, 2025, relative to the Financial & Utility Billing Migration Project. Ayes-7; Nays-0; Absent-1.

Motion to Amend the 2024 City of)
 Jackson Annual Budget, relative to)
 Funds Exceeding their 2024)
 Appropriations)

Motion made by Alderman Reiminger, seconded by Alderman Stroder, to amend the 2024 City of Jackson Annual Budget, relative to funds exceeding their 2024 appropriations. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-11 Re: To Amend the)
 2025 City of Jackson Annual Budget)

The matter of amending the 2025 City of Jackson Annual Budget, came on for consideration. Alderman Reiminger introduced Bill No. 25-11, being for an ordinance entitled as follows:

**AN ORDINANCE APPROVING AMENDMENTS TO THE 2025 BUDGET AS
 ORIGINALLY APPROVED ON THE 16TH DAY OF DECEMBER, 2024, BY
 REVISING, CONFIRMING, AND UPDATING END OF YEAR BALANCES;
 CONFIRMING BUDGETARY EXPENDITURES; AND REPEALING ORDINANCE
 IN CONFLICT HERewith.**

On a motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-11 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 25-11 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 25-11 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Fraley-aye; Alderman Hitt-aye; Alderman Seabaugh-aye; Alderwoman Williams-aye; Alderwoman Young-absent; Alderman Reiminger-aye; Alderwoman Liley-aye; and Alderman Stroder-aye.

BILL NO. 25-11

ORDINANCE NO. 25-11

**AN ORDINANCE APPROVING AMENDMENTS TO THE 2025 BUDGET AS
 ORIGINALLY APPROVED ON THE 16TH DAY OF DECEMBER, 2024, BY
 REVISING, CONFIRMING, AND UPDATING END OF YEAR BALANCES;
 CONFIRMING BUDGETARY EXPENDITURES; AND REPEALING ORDINANCE
 IN CONFLICT HERewith.**



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Monday, February 3, 2025 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

WHEREAS, on the 16th day of December, 2024, the Mayor and Board of Aldermen of the City of Jackson, Missouri, approved the budget for the City of Jackson, Missouri, for the 2025 fiscal year, and

WHEREAS, the City Budget Officer has reviewed end of year balances and found it necessary to update end of year balances projected for the 2025 fiscal year budget, and

WHEREAS, the amended end of year balances indicate and confirm sufficient funds to fund budgeted projects for the 2025 fiscal year.

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

1. That the annual budget for the fiscal year 2025 as heretofore adopted and approved by Ordinance of this Board on the 16th day of December, 2024, it is hereby amended by adjusting the end of year balances in form with actual receipts of the City for the prior fiscal year.

2. That the Mayor and Board of Aldermen further reconfirm and readopt budgetary expenditures as set out in the amended budget, which is attached hereto and incorporated herein by reference, and order the Administration of the City to follow the budget expenditures in accordance therewith, subject to the subsequent amendment by this Board.

3. That ordinance is to take effect and be in full force and effect from and after its passage and approval.

FIRST READING: February 3, 2025.

SECOND READING: February 3, 2025.

PASSED AND APPROVED this 3rd day of February, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Motion to Reject the bids received)
 On December 19, 2024, relative to the)
 Mowing and Trimming Services Program)



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For the City Cemeteries)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to reject the bids received on December 19, 2024, relative to the Mowing and Trimming Services Program for the City Cemeteries. Ayes-7; Nays-0; Absent-1.

Motion to Approve Change Order No. 1)
 To Byrne & Jones Construction, of St.)
 Louis, Missouri, relative to the Lower)
 Tennis Court Repair and Resurfacing)
 Project)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve Change Order No. 1, extending the contract time by 120 days, to Byrne & Jones Construction, of St. Louis, Missouri, relative to the Lower Tennis Court Repair and Resurfacing Project. Ayes-7; Nays-0; Absent-1.

Motion to Approve the rental fee)
 Schedule for the Jackson Civic Center,)
 Effective February 4, 2025)

Motion made by Alderwoman Liley, seconded by Alderman Fraley, to approve the rental fee schedule for the Jackson Civic Center, effective February 4, 2025. Ayes-7; Nays-0; Absent-1.

Motion to Accept the Proposal of)
 S H Smith & Company, Inc., of Poplar)
 Bluff, Missouri, relative to providing)
 Engineering services under the Jackson)
 Middle School Crosswalk and Sidewalk)
 Improvements Project)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to accept the proposal of S H Smith & Company, Inc., relative to providing engineering services under the Jackson Middle School Crosswalk and Sidewalk Improvements Project. Ayes-7; Nays-0; Absent-1.

Ordinance No. 25-12 Re: To Approve a)
 Contractual agreement with S H Smith &)
 Company, Inc., relative to the Jackson)
 Middle School Crosswalk and Sidewalk)
 Improvements Project)

The matter of approving a contractual agreement with S H Smith & Company, Inc., relative to the Jackson Middle School Crosswalk and Sidewalk Improvements Project, came on for consideration. Alderwoman Liley introduced Bill No. 25-12, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND S H SMITH & COMPANY, INC., OF POPLAR BLUFF, MISSOURI, RELATIVE TO THE JACKSON MIDDLE SCHOOL CROSSWALK AND SIDEWALK IMPROVEMENTS PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.



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On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-12 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-12 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-12 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Fraley-aye; Alderwoman Young-absent; Alderwoman Liley-aye Alderman Hitt-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; and Alderwoman Williams-aye.

BILL NO. 25-12

ORDINANCE NO. 25-12

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACTUAL AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *S H SMITH & COMPANY, INC., OF POPLAR BLUFF, MISSOURI*, RELATIVE TO THE JACKSON MIDDLE SCHOOL CROSSWALK AND SIDEWALK IMPROVEMENTS PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **S H Smith & Company Inc., of Poplar Bluff, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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



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

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

FIRST READING: February 3, 2025.

SECOND READING: February 3, 2025.

PASSED AND APPROVED this 3rd day of February, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

Ordinance No. 25-13 Re: To Approve)
 a Memorandum of Understanding with)
 Lori Evans, relative to the construction)
 Of a retaining wall in the Kate Street)
 Public right-of-way at 303 North Georgia)
 Street)

The matter of approving a memorandum of understanding with Lori Evans, relative to the construction of a retaining wall in the Kate Street public right-of-way at 303 North Georgia Street, came on for consideration. Alderwoman Liley introduced Bill No. 25-13, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND LORI EVANS OF JACKSON, MISSOURI, RELATIVE TO THE CONSTRUCTION OF A RETAINING WALL IN THE KATE STREET PUBLIC RIGHT-OF-WAY AT 303 NORTH GEORGIA STREET; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-13 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-13 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-13 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderwoman Liley-aye; Alderman Fraley-aye; Alderman Hitt-aye; Alderman Stroder-aye; Alderwoman Young-absent; and Alderwoman Williams-aye.

BILL NO. 25-13

ORDINANCE NO. 25-13



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AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *LORI EVANS OF JACKSON, MISSOURI*, RELATIVE TO THE CONSTRUCTION OF A RETAINING WALL IN THE KATE STREET PUBLIC RIGHT-OF-WAY AT 303 NORTH GEORGIA STREET; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a memorandum of understanding attached hereto and incorporated herein as if fully set forth; and

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the memorandum of understanding attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Lori Evans of Jackson, Missouri**. It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said memorandum of understanding.

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

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

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

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

FIRST READING: February 3, 2025.

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PASSED AND APPROVED this 3rd day of February, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

By: Dwain L. Hahs (signed)
 Mayor

Angela Birk (signed)
 City Clerk

Ordinance No. 25-14 Re: To Accept the)
 Dedication of an Access and Drainage)
 Easement Deed from Bellevue)
 Commons, LLC, relative to the East)
 Main Street Sidewalk Improvements)
 Project)

The matter of accepting the dedication of an Access and Drainage Easement Deed from Bellevue Commons, LLC, relative to the East Main Street Sidewalk Improvements Project, came on for consideration. Alderwoman Liley introduced Bill No. 25-14, being for an ordinance entitled as follows:

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

On a motion made by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-14 was placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Fraley, Bill No. 25-14 was placed on its second reading and final passage and was read by title, considered discussed, and was duly passed. The Mayor thereupon declared said Bill duly passed and the Bill was then duly numbered Ordinance No. 25-14 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Williams-aye; Alderwoman Liley-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Fraley-aye; Alderman Seabaugh-aye; Alderman Stroder-aye; and Alderwoman Young-absent.

BILL NO. 25-14

ORDINANCE NO. 25-14

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

WHEREAS, **Bellevue Commons, LLC**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Access and Drainage Easement Deed, attached hereto.

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



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Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the Deed which is attached hereto, subject to all of the terms and conditions therein expressed.

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

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

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

FIRST READING: February 3, 2025.

SECOND READING: February 3, 2025.

PASSED AND APPROVED this 3rd day of February, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: Dwain Hahs (signed)
 Mayor

ATTEST:

Angela Birk (signed)
 City Clerk

Ordinance No. 25-15 Re: To Amend)
 The "Crosswalks Designated Schedule"-)
 Schedule XVI, by adding a designation)
 On North High Street)

The matter of amending the "Crosswalks Designated Schedule" – Schedule XVI, by adding a designation on North High Street, came on for consideration. Alderwoman Liley introduced Bill No. 25-15, being for an ordinance entitled as follows:

**AN ORDINANCE AMENDING THE "CROSSWALKS DESIGNATED SCHEDULE,
 SCHEDULE XVI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER,
 1985, BY ADDING THERETO CERTAIN CROSSWALK DESIGNATIONS.**

On a motion made by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-15 as placed on its first reading and was read by title, considered and discussed and was duly passed. On a motion by Alderwoman Liley, seconded by Alderman Hitt, Bill No. 25-15 was placed on its second reading and final passage and was read by title, considered discussed, and was duly



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passed. The Mayor thereupon declared said Bill duly passed, and the Bill was then duly numbered Ordinance No. 25-15 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Stroder-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderwoman Williams-aye; Alderwoman Young-absent; Alderman Hitt-aye; Alderman Reiminger-aye; and Alderman Fraley-aye.

BILL NO. 25-15

ORDINANCE NO. 25-15

AN ORDINANCE AMENDING THE "CROSSWALKS DESIGNATED SCHEDULE, SCHEDULE XVI," PASSED AND APPROVED THE 18TH DAY OF NOVEMBER, 1985, BY ADDING THERETO CERTAIN CROSSWALK DESIGNATIONS.

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

Section 1. The "Crosswalks Designated Schedule, Schedule XVI," passed and approved on the 18th day of November, 1985, is hereby amended by adding thereto the following crosswalks designations:

HIGH STREET (NORTH) (HWY. 61): On North High Street (Hwy. 61), a distance of 98 feet south of West Park Street, crosswalk running east and west across the highway.

Section 2. It is the intent of the Mayor and Board of Aldermen of the City of Jackson, Missouri, that this ordinance become and be made a part of the "Crosswalks Designated Schedule, Schedule XVI," and the City Clerk of the City of Jackson, Missouri, is directed to amend the schedule in accordance herewith.

Section 3. The City Administrator of the City of Jackson, Missouri, is hereby directed to cause "Crosswalk" signs, to be added at the location set forth above.

Section 4. This ordinance shall not be codified in the Code of Ordinances of the City of Jackson, Missouri, but kept on file in the office of the City Clerk.

Section 5. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 6. This ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: February 3, 2025.



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SECOND READING: February 3, 2025.

PASSED AND APPROVED this 3rd day of February, 2025, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Angela Birk (signed)
City Clerk

City Administrator Matthew Winters)
requests Closed Session)

Now comes forth City Administrator Matthew Winters to request to proceed into closed session for one item of real estate in accordance with Section 610.021(2) RSMo.

Motion to Recess the Meeting to Study)
Session)

Motion made by Alderman Fraley, seconded by Alderwoman Liley, to recess the meeting at 6:19 P.M., to convene to the Study Session. Ayes-7; Nays-0; Absent-1.

Returned to Open Session at 6:21 P.M., from Study Session.

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

Meeting concluded at 6:21 P.M. On a motion by Alderman Fraley, seconded by Alderwoman Williams, it is ordered that the Board now convene into closed for one item of real estate in accordance with Section 610.021(2) RSMo, and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Hitt-aye; Alderman Seabaugh-aye; Alderwoman Young-absent; Alderman Stroder-aye; Alderwoman Williams-aye; Alderwoman Reiminger-aye; Alderwoman Liley-aye; and Alderman Fraley-aye. Ayes-7; Nays-0; Absent-1.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR JANUARY 2025

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,203,024.21	268,920.74	217,524.69	65,869.48	-	1,755,339.12
Penalties	4,450.67	1,308.81	1,051.35	281.13	-	7,091.96
Sales Tax	34,227.28	7,685.39	-	-	-	41,912.67
Disconnect Fees	-	-	-	-	-	-
Returned Transaction Fees	210.00	-	-	-	-	210.00
Customer Relocation Fees	-	-	-	-	175.00	175.00
Trash Stickers	-	-	-	1,412.76	-	1,412.76
UTILITY COLLECTIONS	1,241,912.16	277,914.94	218,576.04	67,563.37	175.00	1,806,141.51
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,241,912.16	277,914.94	218,576.04	67,563.37	175.00	1,806,141.51
Business/Contractor Licenses	-	-	-	-	3,532.50	3,532.50
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	3,532.50	3,532.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	715.01
Cash in bank	-	-	-	-	-	1,810,389.02
Missouri Sales Tax payment	(34,227.28)	(7,685.39)	-	-	-	(41,912.67)
TO CITY TREASURER					\$	1,768,476.35

Respectfully Submitted,



City Collector



CITY CLERK'S REPORT FOR THE MONTH OF JANUARY, 2025

ELECTRIC

Sale of Merchandise	0.00	
Pole Rental	12,659.05	
Electric Meters	1,270.00	
Electric Service Lines	0.00	
URD Services	30,690.56	
Sales Tax Commission	849.79	
Labor and Equipment Use	0.00	
Returned Check Fees	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		45,469.40

WATER & SEWER

WATER

Water Taps & Water Meters	6,005.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		6,005.00

WASTEWATER

Wastewater Miscellaneous	0.00	
Industrial Discharge Permit	<u>0.00</u>	
TOTAL		-

GENERAL REVENUE

Building Permits	3,379.85	
Electric Permits	160.00	
Gas Permits	60.00	
Plumbing/Sewer Permits	160.00	
Sewer Tap Permits	360.00	
Public Hearing & Plat Recording	654.00	
Stormwater Review Fees	25.00	
Street Repair or Mowing	0.00	
Gas Franchise	19,782.78	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	17,755.67	
Copies	434.71	
Returned Check Fees	30.00	
Telephone Franchise Fees	12,008.67	
Fire Cost Recovery	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,216.70	
Health Insurance Reimbursement	37.24	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		56,064.62

LANDFILL

Refuse Collections	80.00	
Recyclables	11,816.75	
E-Cycle TV/Monitor Fees	0.00	
Royalties	<u>0.00</u>	
TOTAL		11,896.75

CEMETERY

Sale of Lots	2,000.00	
Sale of Niches	0.00	
Grave Openings	4,225.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	

	TOTAL	6,225.00
<u>PARK</u>		
Misc. Park Rentals	0.00	
Rent - Howard St. House	1,237.50	
Ballfield Rentals	1,655.00	
Pavilion Rentals	<u>500.00</u>	
TOTAL		3,392.50
<u>PARK FOUNDATION</u>		
Donations	14,000.00	
Civic Center Donations	<u>0.00</u>	
TOTAL		14,000.00
<u>RECREATIONAL DEVELOPMENT</u>		
Pool Concession Receipts	0.00	
Swimming Pool Gate Receipts	0.00	
Basketball Entry Fees	690.00	
Basketball Sponsor Fees	1,000.00	
Softball Entry Fees	0.00	
Softball Sponsor Fees	0.00	
Softball Tournament Fees	0.00	
Volleyball Entry Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	0.00	
Soccer Fee	13,470.00	
Soccer Allstar	0.00	
Soccer Sponsor	<u>600.00</u>	
TOTAL		15,760.00
<u>STORMWATER MAINTENANCE FUND</u>		
Stormwater Credit	0.00	
Stormwater Maintenance	<u>47.04</u>	
TOTAL		47.04
<u>TRUST & AGENCY</u>		
July 4th Receipts	0.00	
Farmers Market Fees	<u>0.00</u>	
TOTAL		-
<u>HEALTH INSURANCE FUND</u>		
Health Insurance Reimbursement	<u>1,973.18</u>	
TOTAL		1,973.18
<u>INMATE SECURITY FUND</u>		
Inmate Security Court Costs	<u>0.00</u>	
TOTAL		-
<u>TRANSPORTATION SALES TAX</u>		
Rent - Donna Drive Extension	<u>727.90</u>	
TOTAL		727.90
<u>RECREATIONAL SALES TAX FUND</u>		
Civic Center Rentals	11,418.25	
Civic Center Programs	0.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	1,876.50	
Civic Center Concessions	<u>250.00</u>	
TOTAL		13,544.75
<u>CDBG</u>		
CDBG - CDBG Rev	<u>0.00</u>	
TOTAL		-
REPORT TOTAL		<u>175,106.14</u>

Water & Light Deposit Accounts

JANUARY, 2025

Beginning Balance January 1, 2025:	\$265,837.77
TOTAL DEPOSITS	\$12,181.67
TOTAL REFUNDS	\$12,452.78
Ending Balance January 31, 2025:	\$265,566.66

Balance Consists of :

Checking Account for US Bank	\$55,566.66
Investments	\$210,000.00
	<hr/>
	\$265,566.66

CITY TREASURER'S REPORT FOR JANUARY 2025

Item 5.

FUND	FUND BALANCES		TRANSFER OF		FUND BALANCES		CASH BALANCE
	01-01-2025	RECEIPTS	FUNDS	DISBURSEMENTS	01-31-2025	INVESTMENTS	01-31-2025
ELECTRIC FUNDS							
Operation & Maintenance	-	1,269,983.96	7,708.21	1,277,692.17	-	-	-
Electric Surplus Fund	4,068,820.20	-	(31,968.27)	155,787.41	3,881,064.52	1,180,000.00	2,701,064.52
Electric Capital Projects Fund	3,437,557.80	-	-	26,977.00	3,410,580.80	3,405,000.00	5,580.80
WATER & SEWER FUNDS							
Water Operation & Maint.	-	278,362.32	(172,497.20)	105,865.12	-	-	-
Water & Sewer Revenue Bond Fund	29,225.74	-	330,438.63	1,140.00	358,524.37	-	358,524.37
Water & Sewer Deprec. Res. Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve Fund	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent Fund	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus Fund	12,097,829.32	-	9,250.45	84,388.16	12,022,691.61	9,654,607.00	2,368,084.61
Water Replacement Fund	798,661.50	-	3,510.08	-	802,171.58	725,000.00	77,171.58
Wastewater Operation & Maint.	-	239,193.91	(192,021.91)	47,172.00	-	-	-
Wastewater Replacement Fund	1,062,497.23	-	-	-	1,062,497.23	1,020,968.14	41,529.09
W & S Construction Fund	3,249,001.14	-	-	285.00	3,248,716.14	2,250,000.00	998,716.14
General Revenue Fund	1,909,854.22	470,911.32	(98,661.36)	751,873.87	1,530,230.31	965,000.00	565,230.31
Landfill Fund	764,249.30	93,731.51	(7,272.14)	60,330.27	790,378.40	610,000.00	180,378.40
Cemetery Fund	1,015,802.85	71,309.21	(5,023.50)	45,019.85	1,037,068.71	870,000.00	167,068.71
City Park Fund	209,314.68	88,204.06	(5,496.29)	38,771.76	253,250.69	-	253,250.69
Public Park Foundation Fund	215,474.77	14,000.00	-	-	229,474.77	140,000.00	89,474.77
Recreational Development Fund	43,377.10	15,760.00	-	4,821.92	54,315.18	-	54,315.18
Band Fund	35,196.00	52,222.31	-	83,641.31	3,777.00	-	3,777.00
ARPA Fund	1,303,932.25	-	-	17,359.03	1,286,573.22	1,285,000.00	1,573.22
Road Use Tax Fund	942,549.84	81,812.50	-	-	1,024,362.34	754,000.00	270,362.34
Stormwater Maintenance Fund	311,890.84	191.81	-	-	312,082.65	268,000.00	44,082.65
Trust and Agency Fund	842,057.75	44,736.31	12,204.35	18,871.63	880,126.78	798,000.00	82,126.78
Health Insurance Fund	1,241,703.52	86,280.88	150,668.64	151,956.46	1,326,696.58	1,045,000.00	281,696.58
Inmate Security Fund	17,749.12	60.00	-	-	17,809.12	-	17,809.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
Transportation Sales Tax Fund	1,308,027.56	150,796.72	-	5,887.50	1,452,936.78	820,000.00	632,936.78
Transportation Capital Projects Fund	624,413.52	-	-	707.05	623,706.47	-	623,706.47
Sales Tax Fund	2,359,319.53	356,991.37	-	203,494.91	2,512,815.99	1,650,397.01	862,418.98
Recreation Sales Tax Fund	362,271.61	95,597.28	(839.69)	38,560.98	418,468.22	50,000.00	368,468.22
Public Safety Sales Tax Fund	1,000.00	140,659.75	-	-	141,659.75	-	141,659.75
Fire Protection Sales Tax Fund	3,333.00	70,374.44	-	-	73,707.44	-	73,707.44
Capital Projects Construction Fund	2,552,682.33	-	-	-	2,552,682.33	2,510,000.00	42,682.33
Economic Dev. Reserve Fund	931,369.03	-	-	-	931,369.03	850,000.00	81,369.03
CDBG Grant Fund	60,745.75	-	-	-	60,745.75	-	60,745.75
I-55 Corridor Special Alloc. Fund	2,317.69	-	-	-	2,317.69	-	2,317.69
TOTALS	41,915,842.26	3,621,179.66	0.00	3,120,603.40	42,416,418.52	30,960,972.14	11,455,446.38

Respectfully Submitted,



Angela Birk, City Clerk/Treasurer

Cash on Hand	1,475.00
General Account	9,681,877.96
Collectors Account	1,768,476.35
Equitable Sharing Fund	3,617.07

TOTAL	11,455,446.38
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CITY OF JACKSON, MISSOURI
Electrical Transmission and Distribution Line Tree
Trimming and Vegetation Control Program

BID FORM

Townsend Tree Service Company LLC proposes to furnish all labor, equipment and materials for the 2025 program and to perform all related work as provided for and in accordance with the specifications for the project.

Submitted on _____, January 24, 2025.

Company Name: Townsend Tree Service Company LLC

Company Address: 1015 W. Jackson Street

Phone Number: Muncie, IN 47305

2025 Hourly Rates: (Standard Crew) (First Year)

A.) Foreman	\$ <u>45.03</u>
B.) Trimmer	\$ <u>38.19</u>
C.) Aerial Lift Chip Truck Combo (55' minimum)	\$ <u>19.57</u>
D.) Wood Chipper	\$ <u>6.28</u>
E.) Crew Pick-up Truck	\$ <u>12.36</u>

Total Proposal (Line Items A+ B+C+D+E): \$ 121.43

Contract Award will be based on total proposal for hourly rates for standard crew and ability to meet the attached specifications and requirements.

Additional Equipment/ Labor Rates PRN (First Year)

1. Aerial Lift 70'	\$ <u>26.00</u>
2. Climber	\$ <u>38.36</u>
3. Backyard Machine	\$ <u>33.99</u>
4. Ground Person	\$ <u>33.98</u>

Amy E. Townsend
 Signature of Authorized Representative
 Amy E. Townsend, CEO

1-24-25

Date

*Deed of Dedication – Guy Wire Easement
Roundabout Project at North High Street and Deerwood Drive*

BILL NO. 25-__

ORDINANCE NO. 25-__

**AN ORDINANCE AUTHORIZING THE MAYOR AND THE CITY CLERK
TO ATTEST TO THE CITY’S ACCEPTANCE OF CERTAIN PROPERTY
DEEDED TO THE CITY, WHICH SAID PROPERTY IS PARTICULARLY
SET FORTH IN THE ATTACHED GUY WIRE EASEMENT DEED.**

WHEREAS, **B2VS, LLC and Alford Properties, LLC**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Guy Wire Easement Deed, attached hereto.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the Deed which is attached hereto, subject to all of the terms and conditions therein expressed.

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

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

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

FIRST READING: February 18, 2025.

SECOND READING: February 18, 2025.

PASSED AND APPROVED this 18th day of February, 2025, by a vote of __ ayes, __ nays, __ abstentions and __ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

TITLE OF DOCUMENT:	GUY WIRE EASEMENT
DATE OF DOCUMENT:	FEBRUARY 6, 2025
GRANTOR:	B2VS, LLC
GRANTORS MAILING ADDRESS:	2451 NORTH HIGH STREET, SUITE B JACKSON, MO 63755
GRANTORS DEED RECORDING:	DOCUMENT NO. 2014-08199
GRANTEE:	CITY OF JACKSON 101 COURT ST. JACKSON, MO 63755
PROPERTY ADDRESS:	203 WEST DEERWOOD DRIVE JACKSON, MO 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGE 1 OF EASEMENT DEED

GUY WIRE EASEMENT

THIS DEED, made and entered into this 6th day of February, 2025, by and between **B2VS, LLC**, a Missouri Limited Liability Company, of the County of Cape Girardeau, State of Missouri, Grantor and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, Missouri, Grantee.

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

To construct, operate, maintain, repair, replace, upgrade, and remove a guy wire and necessary appurtenances thereto, over, under, along, and across the following described real estate situated in the City of Jackson, County of Cape Girardeau and State of Missouri, to-wit:

ALL BEARINGS USED IN THIS DESCRIPTION ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE-GRID NORTH.

A TRACT OF LAND BEING PART LOT 74 OF "TERRACE PARK ESTATES", RECORDED IN PLAT BOOK 23 PAGE 37 OF THE CAPE GIRARDEAU COUNTY, MISSOURI RECORDS, SAID TRACT ALSO BEING PROPERTY NOW OR FORMERLY OWNED BY B2VS, LLC, AS RECORDED IN DOCUMENT #2014-08199 OF THE CAPE GIRARDEAU COUNTY, MISSOURI RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERN LINE OF LOT 75 OF SAID "TERRACE PARK ESTATES" WITH THE SOUTHWESTERN LINE OF WEST DEERWOOD DRIVE (60 FEET WIDE); THENCE ALONG SAID SOUTHWESTERN LINE OF WEST DEERWOOD DRIVE, SOUTH 49 DEGREES 22 MINUTES 13 SECONDS EAST, 15.00 FEET TO A POINT; THENCE LEAVING SAID SOUTHWESTERN LINE OF WEST DEERWOOD DRIVE, SOUTH 40 DEGREES 37 MINUTES 47 SECONDS WEST, 20.00 FEET TO A POINT; THENCE NORTH 49 DEGREES 22 MINUTES 13 SECONDS WEST, 15.00 FEET TO SAID SOUTHEASTERN LINE OF LOT 75; THENCE ALONG SAID SOUTHEASTERN LINE OF LOT 75, NORTH 40 DEGREES 37 MINUTES 47 SECONDS EAST, 20.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 300 SQUARE FEET OR 0.007 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS BY EFK MOEN, L.L.C. DURING THE MONTH OF NOVEMBER, 2024.

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

1. The Grantee agrees that the use hereby granted shall be limited exclusively to guy wire and uses incidental thereto.
2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all claims and actions at law and in equity which may arise out of, or as a consequence of

negligence of the Grantee, or its authorized agents, servants, employees, or assigns, in maintaining, repairing, and utilizing the easement granted hereunder.

3. The Grantor hereby reserves the right to the use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantor shall not block, or permit to be blocked, the easement premises at any time whatsoever without the express prior written consent of the Grantee.
4. The Grantor agrees that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurance that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owner's interest in the easement premises shall be protected to the same extent as hereunder.
5. The Grantee agrees to restore the surface of the ground to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable.

[Remainder of page intentionally left blank. Signatures appear on following page.]

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances and immunities to the same belonging, unto the said Grantee, and to its successors, heirs and assigns, forever, so that neither the said Grantor nor it's heirs, or any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and every one of them, shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the undersigned has executed this easement this 6th day of February, ~~2024~~ 2025

B2VS, LLC

Laurie Bolen
Laurie Bolen, Member

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss.

On this 6th day of February, 2025, 2024, before me personally appeared Laurie Bolen, to me known, who, being by me first duly sworn, did say that she is a member of B2VS, LLC, a Missouri limited liability company of the State of Missouri; that the seal affixed to the foregoing instrument is the corporate seal of said company; that said instrument was signed and sealed on behalf of said company by authority of its membership; and that she acknowledged said instrument to be the free act and deed of said company.

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

Angela Birk

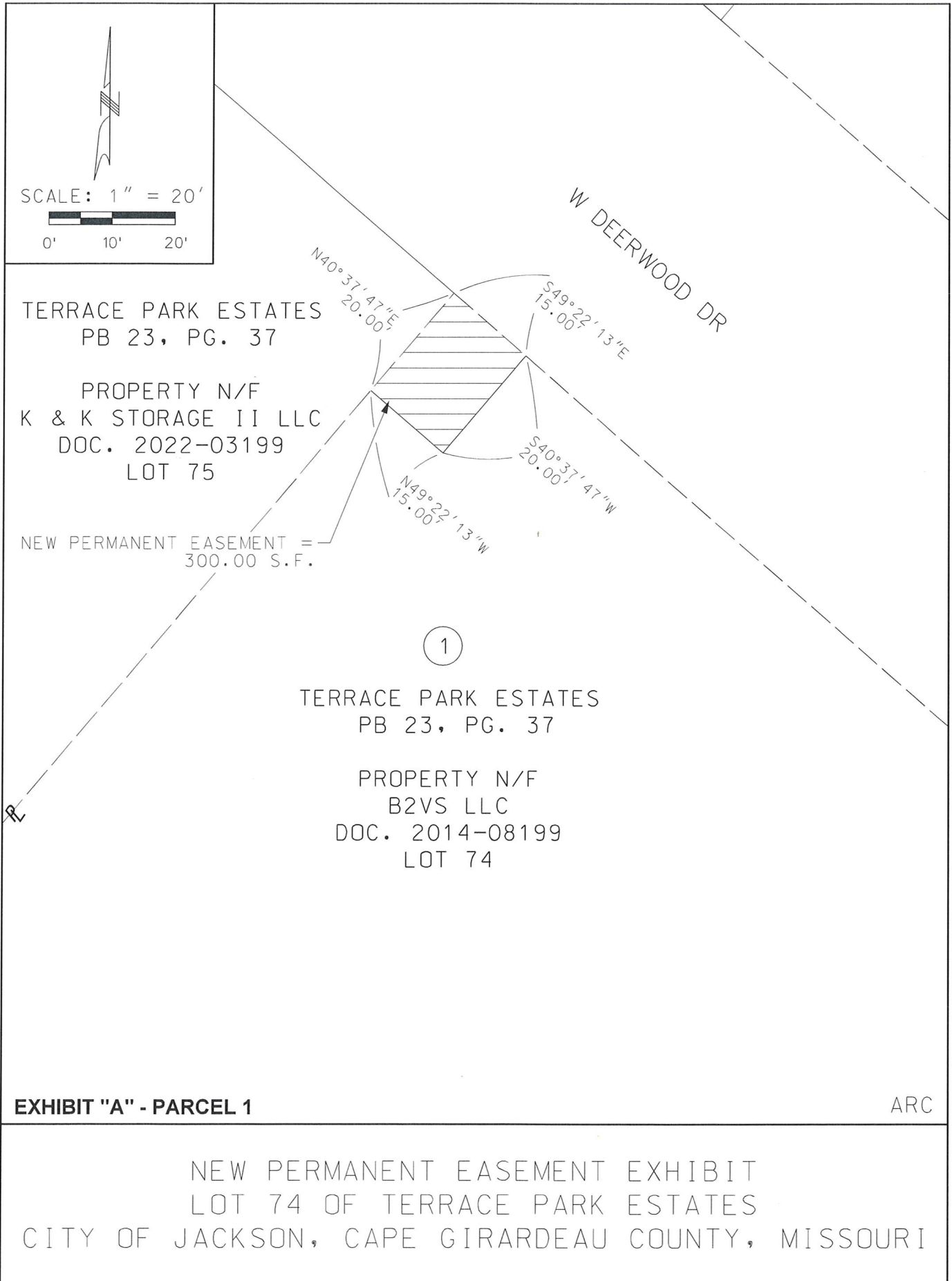
, Notary Public

State of Missouri
County of Cape Girardeau

My term expires:

January 28, 2028

ANGELA BIRK
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
MY COMMISSION EXPIRES JANUARY 28, 2028
CAPE GIRARDEAU COUNTY
COMMISSION #24050334



11/25/2024

TITLE OF DOCUMENT: GUY WIRE EASEMENT

DATE OF DOCUMENT: JANUARY 31, 2025

GRANTOR: ALFORD PROPERTIES, LLC

GRANTORS MAILING ADDRESS: 202 WEST DEERWOOD DRIVE
JACKSON, MO 63755

GRANTORS DEED RECORDING: DOCUMENT NO. 2024-03028

GRANTEE: CITY OF JACKSON
101 COURT ST.
JACKSON, MO 63755

PROPERTY ADDRESS: 246 WEST DEERWOOD DRIVE
JACKSON, MO 63755

LEGAL DESCRIPTION OF EASEMENT: SEE PAGE 1 OF EASEMENT DEED

GUY WIRE EASEMENT

THIS DEED, made and entered into this 31st day of January, 2025, by and between **ALFORD PROPERTIES, LLC**, a Missouri Limited Liability Company, of the County of Cape Girardeau, State of Missouri, Grantor and **THE CITY OF JACKSON, MISSOURI**, a Municipal Corporation, of the County of Cape Girardeau, Missouri, Grantee.

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

To construct, operate, maintain, repair, replace, upgrade, and remove a guy wire and necessary appurtenances thereto, over, under, along, and across the following described real estate situated in the City of Jackson, County of Cape Girardeau and State of Missouri, to-wit:

ALL BEARINGS USED IN THIS DESCRIPTION ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE-GRID NORTH.

A TRACT OF LAND BEING PART LOT 71 OF "TERRACE PARK ESTATES", RECORDED IN PLAT BOOK 23 PAGE 37 OF THE CAPE GIRARDEAU COUNTY, MISSOURI RECORDS, SAID TRACT ALSO BEING PROPERTY NOW OR FORMERLY OWNED BY ALFORD PROPERTIES, LLC, AS RECORDED IN DOCUMENT #2024-03028 OF THE CAPE GIRARDEAU COUNTY, MISSOURI RECORDS AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERN LINE OF LOT 70 OF SAID "TERRACE PARK ESTATES" WITH THE NORTHEASTERN LINE OF WEST DEERWOOD DRIVE (60 FEET WIDE); THENCE ALONG SAID SOUTHEASTERN LINE OF LOT 70, NORTH 40 DEGREES 37 MINUTES 47 SECONDS EAST, 20.00 FEET TO A POINT; THENCE LEAVING SAID SOUTHEASTERN LINE OF LOT 70, SOUTH 49 DEGREES 22 MINUTES 13 SECONDS EAST, 10.00 FEET TO A POINT; THENCE SOUTH 40 DEGREES 37 MINUTES 47 SECONDS WEST, 20.00 FEET TO SAID NORTHEASTERN LINE OF WEST DEERWOOD DRIVE; THENCE ALONG SAID NORTHEASTERN LINE OF WEST DEERWOOD DRIVE, NORTH 49 DEGREES 22 MINUTES 13 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 200 SQUARE FEET OR 0.005 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS BY EFK MOEN, L.L.C. DURING THE MONTH OF NOVEMBER, 2024.

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

1. The Grantee agrees that the use hereby granted shall be limited exclusively to guy wire and uses incidental thereto.
2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all claims and actions at law and in equity which may arise out of, or as a consequence of

negligence of the Grantee, or its authorized agents, servants, employees, or assigns, in maintaining, repairing, and utilizing the easement granted hereunder.

3. The Grantor hereby reserves the right to the use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantor shall not block, or permit to be blocked, the easement premises at any time whatsoever without the express prior written consent of the Grantee.
4. The Grantor agrees that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurance that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owner's interest in the easement premises shall be protected to the same extent as hereunder.
5. The Grantee agrees to restore the surface of the ground to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable.

[Remainder of page intentionally left blank. Signatures appear on following page.]

TO HAVE AND TO HOLD the same, together with all rights, privileges, appurtenances and immunities to the same belonging, unto the said Grantee, and to its successors, heirs and assigns, forever, so that neither the said Grantor nor its heirs, or any other person or persons for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and every one of them, shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the undersigned have executed this easement this 31st day of January, 2025.

ALFORD PROPERTIES, LLC

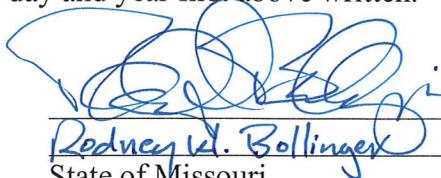


Rodney Alford, Member

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss.

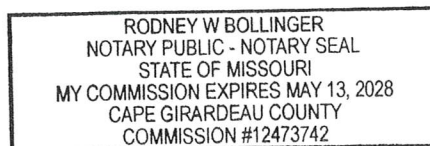
On this 31st day of January, 2025, before me personally appeared Rodney Alford, to me known, who, being by me first duly sworn, did say that he is a member of Alford Properties, LLC, a Missouri limited liability company of the State of Missouri; that the seal affixed to the foregoing instrument is the corporate seal of said company; that said instrument was signed and sealed on behalf of said corporation by authority of its membership; and that he acknowledged said instrument to be the free act and deed of said company.

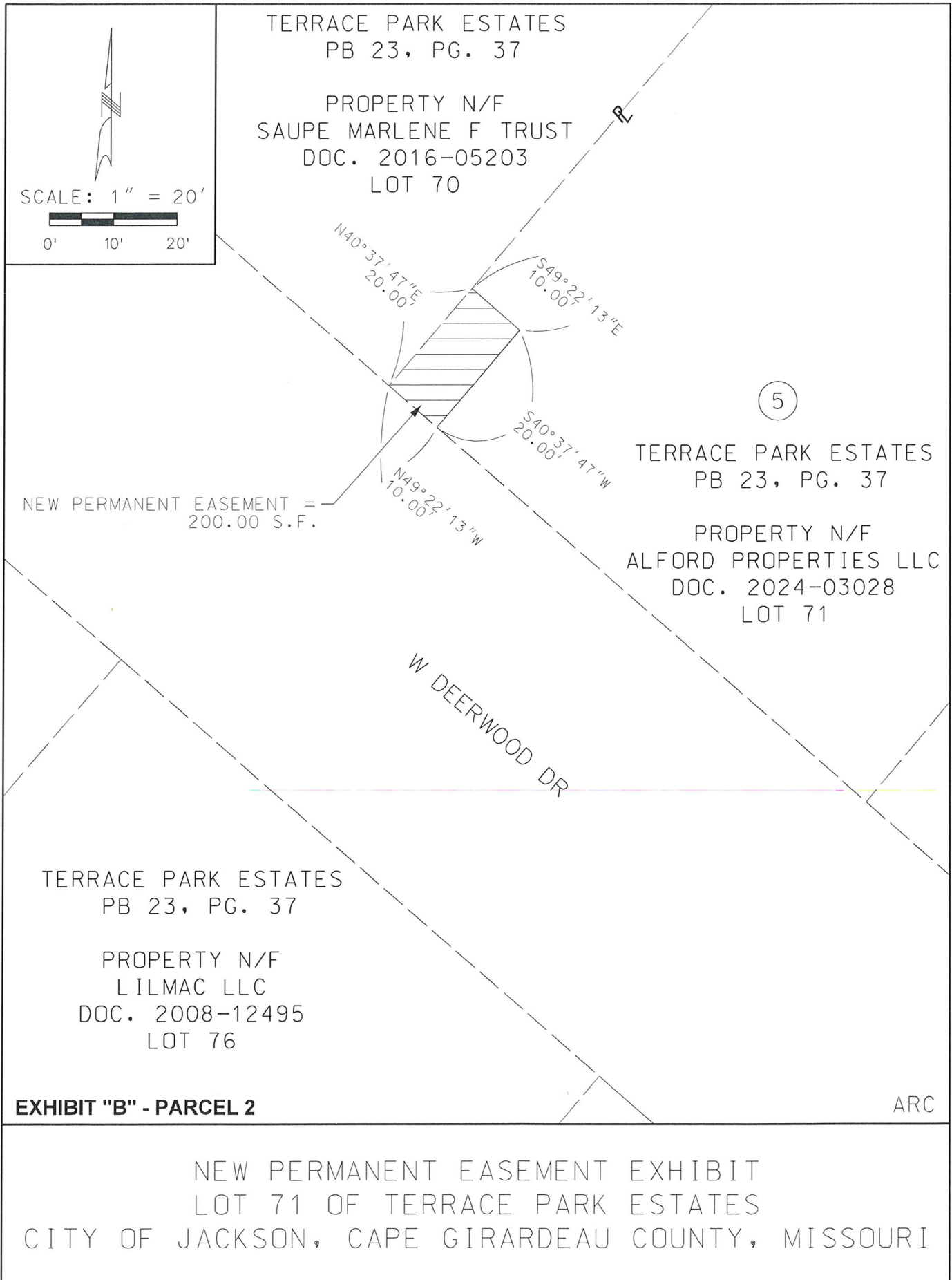
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year first above written.



Rodney W. Bollinger, Notary Public
State of Missouri
County of Cape Girardeau

My term expires: May 13, 2028





11/25/2024

BILL NO. 25-__

ORDINANCE NO. 25-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND HEARTLAND ENGINEERING LLC, OF POPLAR BLUFF, MISSOURI, RELATIVE TO PROVIDING SERVICES UNDER A MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

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

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

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

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

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

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

FIRST READING: February 18, 2025.

SECOND READING: February 18, 2025.

PASSED AND APPROVED this 18th day of February, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into this 11 day of February, 2025, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation*** (the “City”) and ***HEARTLAND ENGINEERING LLC.*** (the “Engineer”).

WHEREAS, the City has determined that from time to time the City requires professional engineering and architectural services to assist its staff with studies, design and/or construction improvements, operations and maintenance, and the management of various engineering projects; and

WHEREAS, Engineer submitted appropriate qualifications for the provision of such services; and

WHEREAS, the City has agreed to accept Engineer’s qualifications.

NOW, THEREFORE, in consideration of the above premises and promises contained herein, and other good and valuable consideration, the adequacy and sufficiency which we hereby acknowledge, each party hereby agrees as follows:

SECTION A – Scope

1. Engineer shall serve as a professional engineering consultant to the City regarding various assignments to which this Agreement shall apply, with said assignments to be individually authorized by the City on a task order basis. All services performed under the terms of this Agreement shall be performed under the direction of a professional engineer registered in

the State of Missouri and qualified in the particular field related to each specific assignment. The authorization of assignments (task orders) under this Agreement shall be accomplished as described in subsequent sections of this Agreement.

SECTION B – Authorization of Services

2. The services of the Engineer pertaining to any specific task order for which the City desires to obtain said services shall be initiated and performed by the Engineer only upon written Authorization, duly agreed to and properly executed by an authorized representative of both City and Engineer.

3. Projects where engineering fees are anticipated to exceed \$5,000.00 require the Engineer to submit a written scope of work, cost estimate, and project schedule to the City. A written notice to proceed from the City must be obtained by the Engineer prior to commencing with any work. The cost estimate is not to be exceeded without written approval from the City. For all projects anticipated to exceed \$5,000.00, task order authorizations shall be forwarded to the Mayor and Board of Aldermen for approval.

4. Engineer need not provide written cost estimates or schedules where the City requests informal engineering assistance or Engineer's review, comment, attendance at meetings, and similar services if the costs are not anticipated to exceed \$5,000.00 per project. Such services are to be provided to the City on a time and materials basis according to the terms of this Agreement. Verbal requests for services can only be relied and acted upon by Engineer if issued by the City Administrator, Assistant City Administrator, Director of Administrative Services, or the Director of Public Works.

SECTION C – Compensation for Engineering Services

5. The attached schedule of rates (Exhibit A) is provided by Engineer and agreed upon by the City as the unit rates for labor on all services. If Engineer engages a subcontractor, the cost of subcontracted services and materials shall not be billed to the City in an amount in excess of Engineer's rate schedule. Reimbursable expenses shall not be subject to markup and shall be invoiced at actual cost. All reimbursable expenses and their rates shall be listed in the rate schedule. The attached rate schedule can be modified only through a written addendum to this Agreement and changes are subject to the approval of the City Administrator. By approving the ordinance adopting this Agreement, the Mayor and Board of Aldermen hereby delegates authority to approve addenda increasing the Engineer's rates to the City Administrator.

6. Invoices for engineering services shall be submitted monthly. Separate invoices shall be submitted per project. Invoices must include the project name, task order number, and a brief description of the services provided during the billing period. Additionally, each invoice shall include a breakdown of personnel, hours worked, and materials used on the project. All invoices are to be sent to the attention of the Director of Public Works.

SECTION D – Miscellaneous Provisions

7. No portion of the work covered by this Agreement except as provided herein shall be sublet or transferred without written consent and approval of City Administrator, Assistant City Administrator, Director of Administrative Services, or Director of Public Works. The subletting of the work shall in no way relieve the Engineer of Engineer's primary responsibility of the quality and performance of the work. The Engineer will give personal attention to the faithful prosecution of the work and will keep all aspects of the work under Engineer's control.

8. Subcontracting shall not, under any circumstances, relieve the Engineer of liability or of any obligations under this Agreement. The Engineer must see that the work is being carried on in accordance with the requirements of Engineer as Engineer will be held strictly accountable for the work. A violation of this provision shall be good cause to terminate this Agreement.

9. In providing the services under this Agreement, the Engineer shall perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. All plans, specifications, and other documents shall be endorsed by the Engineer and shall reflect the name and seal of the professional engineer endorsing the work. However, it is agreed that work performed for City user rate studies may be done by or in conjunction with financial and rate professionals and may not require a professional engineer registered in the State of Missouri.

10. The Engineer shall maintain all records, survey notes, design documents, cost and accounting records, construction records, and other records pertaining to this project for a period not less than five years following final payment. Even upon the expiration of said five-year term, Engineer shall not destroy any of the above-listed records without first giving the Director of Public Works thirty days' notice in writing. The Public Works Director shall then, at the City's option, take possession of such records on the City's behalf and at no additional cost to the City. If the City has not exercised its option to take custody of the file after thirty days, Engineer may then destroy the records. Engineer's records of City's projects shall be made available for inspection by authorized representatives of the City.

11. Drawings, details, specifications, engineering calculations, designs, and other data prepared under this Agreement shall be delivered to and become the property of the City upon termination or completion of work at no additional cost to the City. All such information produced under this Agreement shall be available for use by the City without restriction or limitation on its use, provided that in doing so the City complies with the laws of the State of Missouri. It is agreed that any such reuse by City will be at City's sole risk and without liability or legal exposure to Engineer and that the City shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses, including attorneys' fees, arising out of, or resulting therefrom. Engineer shall maintain its intellectual property rights in its drawings, details, specifications, engineering calculations, and designs utilized in the performance of services under this Agreement. However, nothing herein shall be construed to limit the use of drawings, details, specifications, engineering calculations, designs, and other data prepared under this Agreement by the City.

12. The City may terminate the Agreement at any time by giving written notice. If the Agreement is terminated because the project is abandoned or postponed by the City, the Engineer will be paid for actual expenses incurred up to the time of termination. If the Agreement is terminated due to services that the City, in its judgment, deems unsatisfactory, or if the Engineer fails to prosecute the work with due diligence, the City may procure completion of the work in the manner as it considers to be in the best interest of the City. The Engineer will be responsible for any additional cost in excess of the rate schedule and any other damages the City may sustain by reason of the termination of this Agreement due to unsatisfactory performance.

13. In the event that Engineer does not receive from the City at least one task order authorization during a period of three years, both the City and Engineer agree that this

Agreement shall be terminated by the City due to inactivity. Thereafter, the parties may enter into a new Master Agreement for Professional Engineering/Architectural Services at the discretion of the parties. However, regardless of any frequency of work performed by the Engineer, the City may update, amend, alter, or terminate the Agreement; or otherwise issue addendum to the Agreement at any time by giving written notice.

14. Work performed under this Agreement must be satisfactory to the City. The City shall have the final say in determining such questions. If after the City determines that work performed under this Agreement is unsatisfactory and if the parties are unable to resolve a remedy of the issue, then the City may seek such redress and remedy as are available under the terms of this Agreement or otherwise at law.

15. The Engineer agrees to keep information and materials provided by the City, or prepared by the Engineer in performance of this Agreement, confidential except to the extent disclosure is reasonably necessary to carry out and provide engineering services.

16. Except for paragraph 11 above, to the fullest extent permitted by law, Engineer agrees to indemnify, defend, and hold harmless the City, its officers, agents, volunteers, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of or related to any such suit, claim, damage, loss, or expense involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses, or expenses were caused by the negligence or other wrongdoing of Engineer or of any supplier or subcontractor, or their agents or employees,

directly or indirectly, regardless of whether caused in part by the negligence or wrongdoing of City or any of its agents or employees. The duty to defend does not apply to professional liability claims.

17. Engineer shall purchase and maintain the following insurance, at Engineer's expense:

- Professional Liability Insurance with a minimum limit of \$1,000,000 each claim / \$2,000,000 general aggregate written on an occurrence basis.
- Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence / \$2,000,000 general aggregate written on an occurrence basis.
- Comprehensive Business Automobile Liability Insurance for all owned, non-owned, and hired automobiles and other vehicles used by Engineer with a combined single limit of \$1,000,000 minimum.
- Worker's Compensation Insurance within statutory limits required by any applicable federal or state law and Employers Liability Insurance with minimum limit of \$1,000,000 per accident.
- Additional Insured Endorsement. An endorsement on the required form supplied by the City naming the City of Jackson as an additional insured.

18. Engineer shall make City an additional insured on the general liability of insurance that Engineer is required to maintain under the Agreement documents. Similarly, Engineer shall require insurance with the same coverage and limits from its subcontractors and suppliers and their insurance policies shall be endorsed to name the same additional insureds as

required of Engineer. Each additional insured endorsement shall expressly afford coverage to the additional insureds not only arising out of the named insured's operations or work but also arising out of the named insured's completed operations. All completed operations coverages shall be maintained by Engineer and its subcontractors or suppliers for five years following the completion of the work. Any coverage available to City as a named insured shall be secondary so that the coverage to the City as an additional insured on the policies maintained by Engineer and subcontractors is primary. City reserves the right to selectively trigger any one or more insurance policies that afford City coverage, whether as a named insured or as an additional insured. Engineer agrees that City shall be provided at least sixty days advance written notice of any cancellation or rescission of any policy that Engineer or any of its subcontractors or suppliers is required to maintain under the Agreement documents. Prior to commencing work, Engineer shall provide City certificates of insurance evidencing the required coverages. City's receipt or review of any certificate of insurance reflecting that Engineer or one of its subcontractors or suppliers has failed or may have failed to comply with any insurance requirement of the Agreement documents shall not constitute a waiver of any of City's insurance rights under the Agreement documents, with all such rights being fully and completely reserved by the City.

19. No provision of this Agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity, or any other immunity available under law.

20. The Engineer shall comply with all federal, state, and municipal laws, regulations, and ordinances, including, but not limited to, environmental and labor statutes and regulations.

21. Engineer agrees that during the life of this Agreement it will not discriminate against any employee, applicant for employment, or subcontractor because of race, religion, and national origin. A similar nondiscrimination provision will be included in all subcontracts entered into in the performance of this Agreement. Violation of this provision shall be good cause for the City to terminate this Agreement, and any payment due or subsequently accruing to the Engineer under this Agreement may be subject for forfeiture in the event of multiple violations of this paragraph.

22. The Engineer understands that this Agreement is non-exclusive and that the City is contracting with multiple engineers in order to best provide for its citizens' need for professional engineering services. By executing this Agreement, the Engineer waives any and all complaints it might otherwise have against the City as to the particular Engineer assigned individual tasks or projects. The assignment of projects through task orders authorized under this Agreement shall be in the City's sole discretion and no party to this Agreement shall be entitled to any minimum frequency or dollar amount of task orders.

23. This Agreement shall bind the parties hereto, their successors, and assigns.

24. This Agreement and attached addendum (if any) constitute the entire Agreement between the parties and supersede any prior representations, offers, negotiations, or understandings between the parties with respect to the subject matter of this Agreement.

25. This Agreement shall be taken and deemed to have been fully executed and made by the parties in and governed by the laws of the State of Missouri for all purposes and intents. The venue for any dispute between the parties shall be in the Circuit Court of Cape Girardeau County, Missouri.

CITY OF JACKSON, MISSOURI

By: _____

Dwain L. Hahs, Mayor

ATTEST:_____
Angela Birk, City Clerk**HEARTLAND ENGINEERING LLC**_____
Michael Montgomery, P.E., Co-Founder**ATTEST:**_____
Bob Summers, P.E., Co-Founder



HEARTLAND ENGINEERING

891 Mockingbird Lane
Poplar Bluff, MO 63901

Poplar Bluff, MO Office
(573) 718-1627
Cape Girardeau, MO Office
(573) 275-9261

Hourly Billing Rates by Classification – Effective 01-01-2025

AP01 PROFESSIONAL \$ 150

AT01 CLERICAL \$ 90

EP01 SR ENVIRONMENTAL ENGR \$ 204

EP02 ENGR MGR ENVIRONMENTAL ENGR \$ 150

EP03 ENGR MGR ENVIRONMENTAL ENGR \$ 110

ET01 PROF DESIGNER ENVIRONMENTAL ENGR \$ 124

ET02 DESIGNER ENVIRONMENTAL ENGR \$ 80

PM01 PROJECT MANAGER \$100

PM02 JR. PROJECT MANAGER \$90

www.HeartlandEngineers.com



EXPENSES

Airfare	Actual Cost + 10%
Copy	\$0.10 Each
Vehicle (Daily Rate)	\$65 Day
Vehicle (Mileage Rate)	Per IRS Mile
Facility Rental (Public Involvement)	Actual Cost + 10%
Large Format Bond	\$0.25 Square Foot
Large Format Photo Glossy	\$0.70 Square Foot
Large Format Adhesive/Specialty	\$1.75 Square Foot
Mounting of Display Boards	Actual Cost + 10%
Newspaper Advertisements / Legal Notices	Actual Cost + 10%
Outsourced Reproduction	Actual Cost + 10%
Overnight Delivery / Postage / Courier Service	Actual Cost + 10%
Overnight Lodging	Actual Cost + 10%
Per Diem	Per GSA.Gov
Railroad Fees and Expenses	Actual Cost + 10%
Recording Fees / Courthouse Fees	Actual Cost + 10%
Rented Equipment	Actual Cost + 10%
Security	Actual Cost + 10%
Specific Insurance (Required for Project)	Actual Cost + 10%
Tolls / Cabs / Mass Transit	Actual Cost + 10%
Traffic Control & Protection	Actual Cost + 10%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/9/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ozark Legacy Insurance Partners LLC 1359 N. Westwood Blvd Poplar Bluff, MO 63901	CONTACT NAME: Matthew Phillips PHONE (A/C, No, Ext): 573-686-2870 FAX (A/C, No): E-MAIL ADDRESS: mphilips@ozarklip.com <table style="width: 100%;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A: Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER B: Missouri Employers Mutual (MEM)</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyd's of London		INSURER B: Missouri Employers Mutual (MEM)		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Heartland Engineering LLC 891 Mockingbird Ln Poplar Bluff, MO 63901															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PSL0039519895	09/07/2024	09/07/2025	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input checked="" type="checkbox"/> Professional Liability						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						Professional Limit \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input type="checkbox"/> RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			MEM3011111-02	09/09/2024	09/09/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Heartland Engineering LLC 891 Mockingbird Lane Poplar Bluff, MO 63901	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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MEMO



To: Mayor Dwain Hahs and Members of the Board of Aldermen

From: Rodney Bollinger, Director of Administrative Services

Date: February 11, 2025

Re: Disposal of Stockpiled Brush Program

Back in July 2024, our contract with Herzog Excavating & Demolition, LLC, of Perryville, Missouri, was extended by the Mayor and Board of Aldermen to allow for the contractor to continue work on the Disposal of Stockpiled Brush Program through the end of 2025. The City's stockpiled brush is stored on the tract located behind Mondi on N. High St. (Highway 61) in the Jackson North Industrial Park.

Since disposing of last Fall's pile of brush under Change Order 5, more piles of brush and leaves quickly accumulated this winter, including significant yard debris from the January 6th ice storm. This proposal is an additional fee to remove the newest piles of brush from the site.

With the contractor's good history of working with the City of Jackson on this program and reasonable fee for this additional work, I recommend to the Board of Aldermen that Change Order 6 be accepted.



City of Jackson

CHANGE ORDER

PROGRAM: Disposal of Stockpiled Brush

DATE OF ISSUANCE: February 18, 2025

CHANGE ORDER NO.: 6

OWNER: City of Jackson – 101 Court Street, Jackson, Missouri 63755

CONTRACTOR: Herzog Excavating & Demolition, LLC – 24 Green Meadows Ln., Perryville, Missouri 63775

THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AS FOLLOWS:

This is an additional cost for the contractor remove new piles of brush from the site accumulated between December 11, 2024 and February 9, 2025, including the January 6 ice storm.

☐ See Attachments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$28,600.00	Original Contract End Date: December 31, 2023
Previous Change Orders: \$61,200.00	Net Change from Previous Change Orders: 0 days
Contract Price prior to this Change Order: \$89,800.00	Contract End Date prior to this Change Order: December 31, 2025
Net Increase (Decrease) of this Change Order: \$6,900.00	Net Increase (Decrease) of this Change Order: 0 days
Contract Price with all approved Change Orders: \$96,700.00	Contract End Date with all approve Change Orders: December 31, 2025

Recommended By:


Director of Administrative Services

2/11/2025
Date

Approved By:

Mayor, City of Jackson

Date

Accepted By:


Authorized Representative
of the Contractor

02/11/2025
Date



Herzog Excavating & Demolition LLC
24 Green Meadows Ln.
Perryville, Missouri 63775
herzogexcavatingdemolition@gmail.com
(573) 768-1398

Estimate

Submitted on 02/11/2025

Estimate for

City of Jackson
101 Court Street
Jackson, Missouri 63755

Project

Disposal of Stockpiled Brush Program 2024
End of year cleanup (Extra Brush Pile)

Estimate Expires

none

Description

Remove and dispose of extra brush pile and leaves brought in from ice storm
and after till Feb 9.

Total price

\$6,900.00

Subtotal \$6,900.00

Notes: *Thank you for your business!*

Total \$6,900.00



PARK DONATION & MEMORIAL FORM

Donor name or organization: Compton Giving Fund
Address: 1141 Broadway City, State, Zip: JACKSON, MO 63255
Phone: 573-245-7968 E-mail: ange.compton@hotmail.com
6993

Pre-approved donation list of new items: (please check appropriate item) ☒ street hockey rink

☐ Tree ☐ Picnic Table ☐ Metal Bench
☐ Planter ☐ Litter Receptacle ☐ Drinking Fountain

☒ Other Street hockey rink

Proposed location: by SKATE PARK

Description of request:

Estimated value of donation: \$26,620.00 for dasher boards

Maintenance plan of donation: (the other donations at \$16,500 is for dasher boards too for rink) Total cost \$43,120
Dasher boards

Note: For major projects, the City reserves the right to require construction plans, specifications and other appropriate items.

Signature: Angela & Christopher Compton
Date: 2/4/25

Return to:

BILL NO. 25-____

ORDINANCE NO. 25-____

AN ORDINANCE ANNEXING CERTAIN ADJACENT TERRITORY INTO THE CITY LIMITS OF THE CITY OF JACKSON, MISSOURI, AND AMENDING THE “OFFICIAL ZONING DISTRICT MAP” OF THE CITY OF JACKSON, MISSOURI; ALL IN ACCORDANCE WITH THE AUTHORITY GRANTED TO THE BOARD OF ALDERMEN UNDER THE PROVISIONS OF SECTION 58-12 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI.

WHEREAS, on the 16th day of December, 2024, a verified petition signed by all owners of the real estate hereinafter described, was submitted by Semo Land Development, LLC, requesting voluntary annexation with zoning of said territory being described as 345 West Jackson Trail as set out in Exhibit A, attached hereto and made a part hereof, was filed with the City Clerk and the Board of Aldermen; and,

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

WHEREAS, the City of Jackson, Missouri provided written notice, on December 20, 2024, to all property owners within one hundred and eighty-five (185) feet of the proposed voluntary annexation with zoning of the date, time and location for the public hearing; and

WHEREAS, notice of the public hearing was given by publication of notice, on the 31st day of December, 2024, in the Cash Book Journal, a weekly newspaper of general circulation in the County of Cape Girardeau, State of Missouri; and,

WHEREAS, a public hearing concerning said matter was held at the City Hall in the City of Jackson, Missouri, at 6:00 p.m. on the 21st day of January, 2025; and,

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

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

WHEREAS, the Board of Aldermen of the City of Jackson, Missouri, does find and determine that said voluntary annexation with zoning is reasonable and necessary to the proper development of the City and is in the best interest of the citizens of the City of Jackson, Missouri; and

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

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

Section 1. Pursuant to the provisions of Section 58-12 of the Code of Ordinances of the City of Jackson, Missouri, the following described real estate is hereby annexed into the City of Jackson, Missouri:

THAT PART OF U.S.P.S. NO. 527, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CAPE GIRARDEAU COUNTY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 5 OF U.S.P.S. NO. 2255; THENCE NORTH 82°31'38" WEST 1007.20 FEET; THENCE NORTH 08°13'22" EAST 673.90 FEET; THENCE NORTH 51°14'38" WEST 482.40 FEET TO A POINT ON THE ORIGINAL WEST RIGHT OF WAY LINE OF MISSOURI STATE ROUTE "25"; THENCE NORTH 32°31'07" WEST, ALONG SAID ORIGINAL WEST RIGHT OF WAY LINE, 599.80 FEET; THENCE LEAVING SAID ORIGINAL WEST RIGHT OF WAY LINE, SOUTH 67°25'04" WEST 15.23 FEET TO A POINT ON THE EXISTING WEST RIGHT OF WAY LINE OF MISSOURI STATE ROUTE "25"; THENCE ALONG SAID WEST RIGHT OF WAY LINE, NORTH 32°31'07" WEST 293.08 FEET; THENCE SOUTH 57°28'53" WEST 25.00 FEET; THENCE NORTH 35°44'35" WEST 275.08 FEET; THENCE LEAVING SAID WEST RIGHT OF WAY LINE, SOUTH 59°45'14" WEST 407.47 FEET; THENCE NORTH 81 °09'46" WEST 66.98 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 81 °09'46" WEST 392.30 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF JACKSON TRAIL; THENCE NORTH 55°57'35" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 408.00 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF SAID JACKSON TRAIL, SOUTH 09°44'31" EAST 292.88 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 1.25 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

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

Section 3. That the Zoning Ordinance and the accompanying "Official Zoning District Map" of the City of Jackson, Missouri, are hereby amended insofar as they relate to the property described on Exhibit A that said property is hereby zoned I-1 (Light Industrial) District.

Section 4. That the City Clerk of the City of Jackson, Missouri, shall and is hereby directed to amend the "Official Zoning District Map" of the City of Jackson, Missouri, and to certify same and to keep said map on file in the office of the City Clerk and an updated copy shall be placed at City Hall, City of Jackson, Missouri.

Section 5. The City Clerk of the City of Jackson, Missouri, is hereby ordered to cause three certified copies of this ordinance to be filed with the County Clerk of Cape Girardeau County, Missouri.

Section 6. If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Section 7. That this ordinance shall be in full force and effect from and after its passage and approval.

FIRST READING: February 18, 2025.

SECOND READING: February 18, 2025.

PASSED AND APPROVED this 18th day of February, 2025, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



**CITY OF JACKSON, MISSOURI
VOLUNTARY ANNEXATION WITH
ZONING APPLICATION**

DATE OF APPLICATION: 11-30-24

PROPERTY LOCATION (address): W Jackson Trail

Other description of location if not addressed:

PROPERTY OWNERS (all legal property owners listed on deed)

Names & Mailing Addresses: Semo Land Development LLC
PO Box 502
Jackson MO 63755

CONTACT PERSON HANDLING APPLICATION

Contact's Name: Chris Pike

Contact's Mailing Address: 2007 Providence Dr Jackson MO 63755

Contact's Phone: 573-450-7434 **Email:** chris@buildbreck.com

CURRENT USE OF PROPERTY: Vacant Land

PROPOSED ZONING: (circle)

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

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

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

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

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

PETITION

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

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

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

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

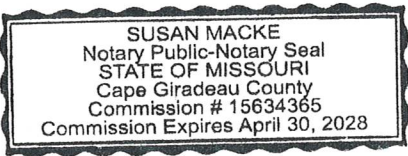
Christopher Pike

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

On this 11th day of December, 2024, before me personally appeared Christopher Pike, to me known to be the person described in and who executed the foregoing instrument and acknowledged to me that he/she executed the same as his/her free act and deed.

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

Susan Macke
_____, Notary Public
State Of Missouri
County of Cape Girardeau
My term expires: April 30, 2028



STATE OF MISSOURI)
)ss.
COUNTY OF _____)

BOUNDARY SURVEY/ ANNEXATION EXHIBIT FOR CHRIS PIKE

That part of U.S.P.S. No. 527, Township 31 North,
Range 12 East of the Fifth Principal Meridian
County of Cape Girardeau, Missouri.

TRACT 3 - DESCRIPTION

THAT PART OF U.S.P.S. NO. 527, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, CAPE GIRARDEAU COUNTY, STATE OF MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 81°09'46" WEST 392.30 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF JACKSON TRAIL; THENCE NORTH 55°57'35" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 408.00 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF SAID JACKSON TRAIL, SOUTH 09°44'31" EAST 292.88 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 1.25 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.



**STRICKLAND
ENGINEERING**

113 WEST MAIN STREET
JACKSON, MISSOURI 63755
TEL: 573-243-4080
FAX: 573-243-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

**BOUNDARY SURVEY FOR
CHRIS PIKE
JACKSON TRAIL
JACKSON, MO**

SCALE	1"=200'
DATE	12-05-2024
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	22-173

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

THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS MADE EFFECTIVE JUNE 1, 2022. IN WITNESS WHEREOF, I HAVE SET MY SEAL AND SIGNATURE THIS 5TH DAY OF DECEMBER 2024.

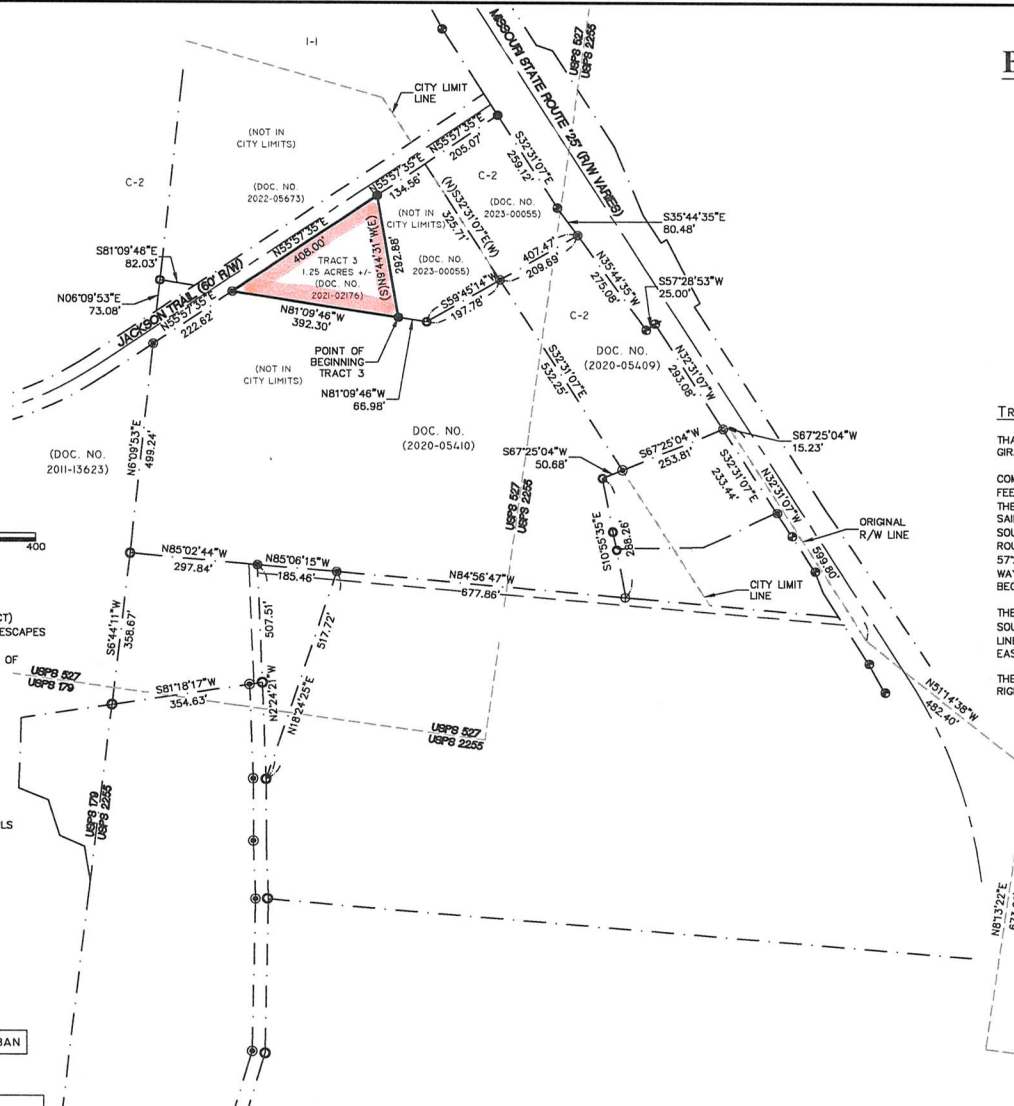
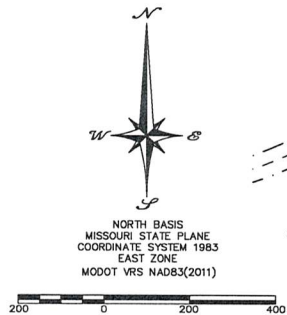
REFERENCES

1. DOCUMENT NO. 2021-02176 (SUBJECT)
2. DOCUMENT NO. 2023-00055 (LAND ESCAPES NURSERY AND LANDSCAPING LLC)
3. DOCUMENT NO. 2020-05410 (VILLAS OF WEST PARK LLC)
4. DOCUMENT NO. 2020-05409
5. DOCUMENT NO. 2011-13623
6. DOCUMENT NO. 2011-01632
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10. BOOK 993, PAGE 539
11. BOOK 1153, PAGE 505
12. DOCUMENT NO. 2010-00536
13. BOOK 971, PAGE 660
14. MODOT HIGHWAY "25" PLANS
15. SURVEY BY BRIAN W. STRICKLAND, PLS 2005000068, DATED 01-20-2010
16. SURVEYS BY RODNEY W. AMOS, PLS 2007000072, DATED 12-06-2013, 4-17-2020, & 12-18-2020

ACCURACY STANDARD: TYPE URBAN

LEGEND

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



THENCE FROM THE POINT OF BEGINNING, CONTINUE SOUTH 59°45'14" WEST 197.78 FEET; THENCE NORTH 81°09'46" WEST 66.98 FEET; THENCE NORTH 09°44'31" WEST 292.88 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF JACKSON TRAIL; THENCE NORTH 55°57'35" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 134.56 FEET; THENCE LEAVING SAID SOUTH RIGHT OF WAY LINE OF SAID JACKSON TRAIL, SOUTH 32°31'07" EAST 325.71 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED TRACT CONTAINS 1.43 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, RESTRICTIONS, AND LICENSES AFFECTING THE SAME, EITHER WRITTEN OR IMPLIED.

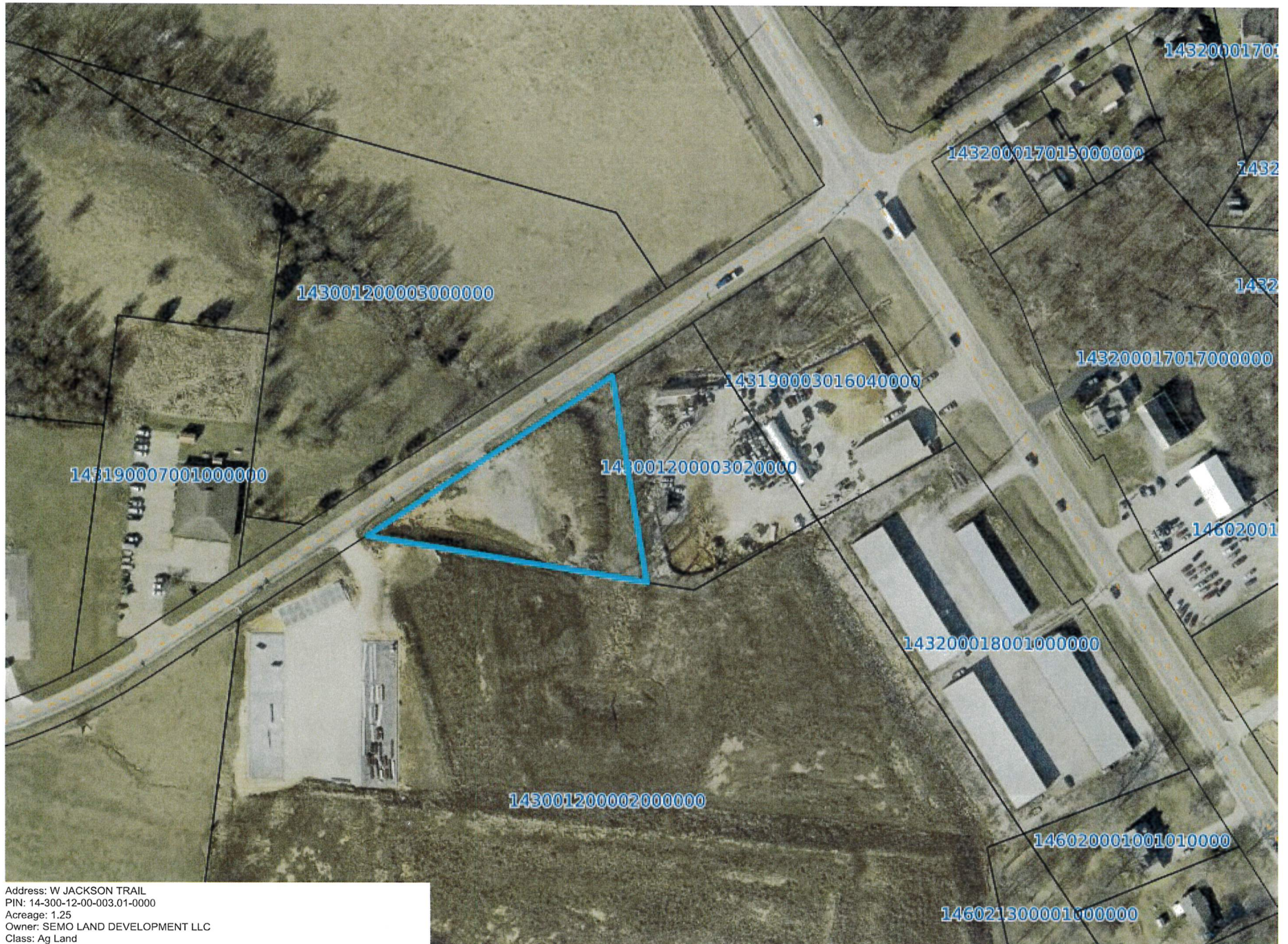
Tract 3 - Description

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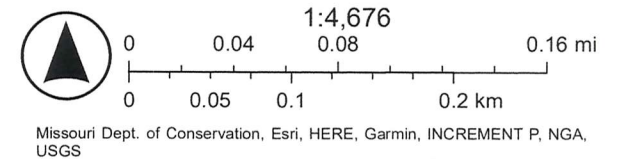
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SEMORPC: Web Map

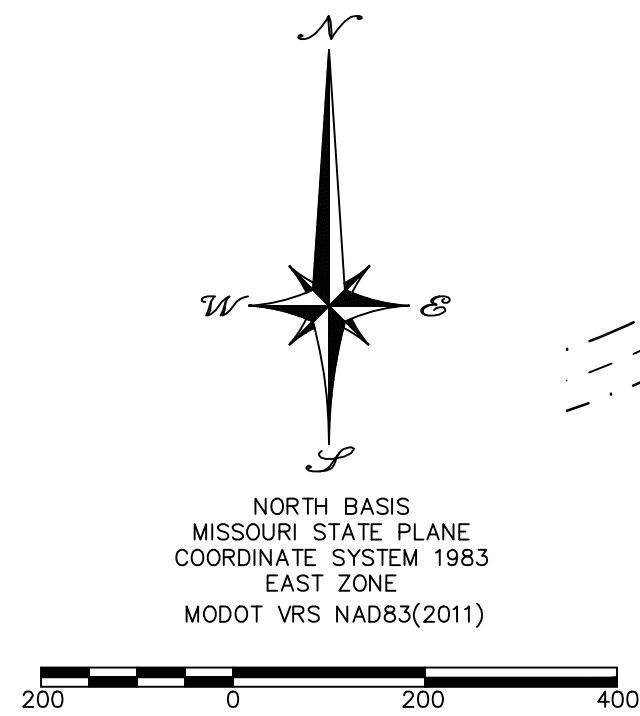


12/10/2024, 2:10:30 PM



BOUNDARY SURVEY/ ANNEXATION EXHIBIT FOR CHRIS PIKE

That part of U.S.P.S. No. 527, Township 31 North,
Range 12 East of the Fifth Principal Meridian
County of Cape Girardeau, Missouri.



REFERENCES

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

TRACT 3 - DESCRIPTION

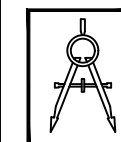
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POINT OF COMMENCEMENT
SE CORNER LOT 5 OF
U.S.P.S. NO. 2255,
TOWNSHIP 31N, RANGE 12E
(LOCATION PER DEED)



STRICKLAND
ENGINEERING

113 WEST MAIN STREET
JACKSON, MISSOURI 63755
TEL: 573-243-4080
FAX: 573-243-2191

CIVIL - MECHANICAL - ELECTRICAL ENGINEERING - LAND SURVEYING

BOUNDARY SURVEY FOR
CHRIS PIKE
JACKSON TRAIL
JACKSON, MO

SCALE	1"=200'
DATE	12-05-2024
DRAWN BY	RA
CHECKED BY	DR
PROJECT #	22-173

MEMO



TO: Mayor Hahs and Members of the Board of Aldermen
FROM: Larry Miller, Building & Planning Manager
DATE: February 13, 2025
SUBJECT: Final Plat of Terrace Above The Greens Subdivision

- ❖ **Bill proposing an Ordinance approving the Final Plat of Terrace Above The Greens Subdivision, as submitted by MHRR LLC.**
 - The developer is asking for six variances
 - Privately maintained street
 - Fraser Ridge does not extend to the adjacent undeveloped properties
 - Sidewalk requirement for each side of the street
 - Lot lines are not perpendicular or radial to the right of way
 - Stormwater detention
 - Septic system on lots one and two instead of a sewer main extension
 - The developer has also filed a surety bond, allowing the infrastructure development and the issuance of a building permit for lot two to occur simultaneously.
 - All subdivisions with variances require the 2/3 supermajority approval of the entire Board of Aldermen.

BILL NO. 25-____

ORDINANCE NO. 25-____

AN ORDINANCE ACCEPTING THE PLAT OF TERRACE ABOVE THE GREENS SUBDIVISION; ACCEPTING DEDICATION OF EASEMENTS, STREETS AND PROPERTIES DESCRIBED; ACCEPTING RESTRICTIONS, IF ANY, FILED THEREWITH; AUTHORIZING THE RECORDING OF SAID PLAT; ACCEPTING IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED AND INDICATED ON SAID PLAT; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

WHEREAS, MHRR, LLC has platted Terrace Above the Greens Subdivision all of which is located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the Developer has requested variances from the requirements of Sec. 57-10 which are: to submit a preliminary plat; to connect to privately owned/maintained streets; no street be extended to the development perimeter; construction of sidewalks; for non-perpendicular lot lines; for providing stormwater detention; and to allow septic systems on lot one and two; and

WHEREAS, Sec. 57-10 (a) (2) states that the final record plat of any subdivision shall not be recorded unless the Developer files with the Board of Aldermen a surety bond, cashier's check, or a certified check or irrevocable letter of credit upon a solvent bank, conditioned to secure the construction of the improvements listed in Sec. 57-10 and its subsections in a satisfactory manner and not to exceed two (2) years; and

WHEREAS, the Developer has complied with all of the city ordinances and, in particular, Chapter 57 of the Code of Ordinances of the City of Jackson, Missouri, except for those variances to which the Board of Aldermen has granted the Developer.

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

Section 1. The Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the final plat of Terrace Above the Greens Subdivision, which is attached hereto as Exhibit A,

including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein; subject to variances from the requirements of Sec. 57-10 which are: to submit a preliminary plat; to connect to privately owned/maintained streets; no street be extended to the development perimeter; construction of sidewalks; for non-perpendicular lot lines; for providing stormwater detention; and to allow septic systems on lots one and two; and provided however, that the final record plat shall not be recorded unless the Developer files with the Board of Aldermen a surety bond, cashier's check, or a certified check or irrevocable letter of credit upon a solvent bank, conditioned to secure the construction of the improvements listed in Sec. 57-10 and its subsections in a satisfactory manner and not to exceed two (2) years.

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

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

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

FIRST READING: February 18, 2025.

SECOND READING: February 18, 2025.

PASSED AND APPROVED this 18th day of February, 2025, by a vote of ___ ayes, ___ nays, ___ abstentions and ___ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk



SUBDIVISION APPLICATION FORM

City of Jackson, Missouri

Item 12.

EXHIBIT
A

NAME OF SUBDIVISION: Terrace Above The Greens Subdivision

DATE OF APPLICATION: 6-26-2024

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

Names, Addresses & Phone #s: MHRR, LLC
1410 Wedgewood Dr
Jackson, MO 63755
573-208-0556

CONTACT PERSON HANDLING APPLICATION:

Contact's Name: Susan Dodds

Contact's Mailing Address: 194 Coker Lane
Cape Girardeau, MO 63701

Contact's Phone: 573-335-3026

ENGINEER / SURVEYOR:

Company Name, Addresses & Phone #: Koehler Engineering and Land Surveying
194 Coker Lane
Cape Girardeau, MO 63755

TYPE OF SUBDIVISION APPLICATION: (check all applicable items)

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

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

See attached plat

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

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

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

OWNERS' SIGNATURES:

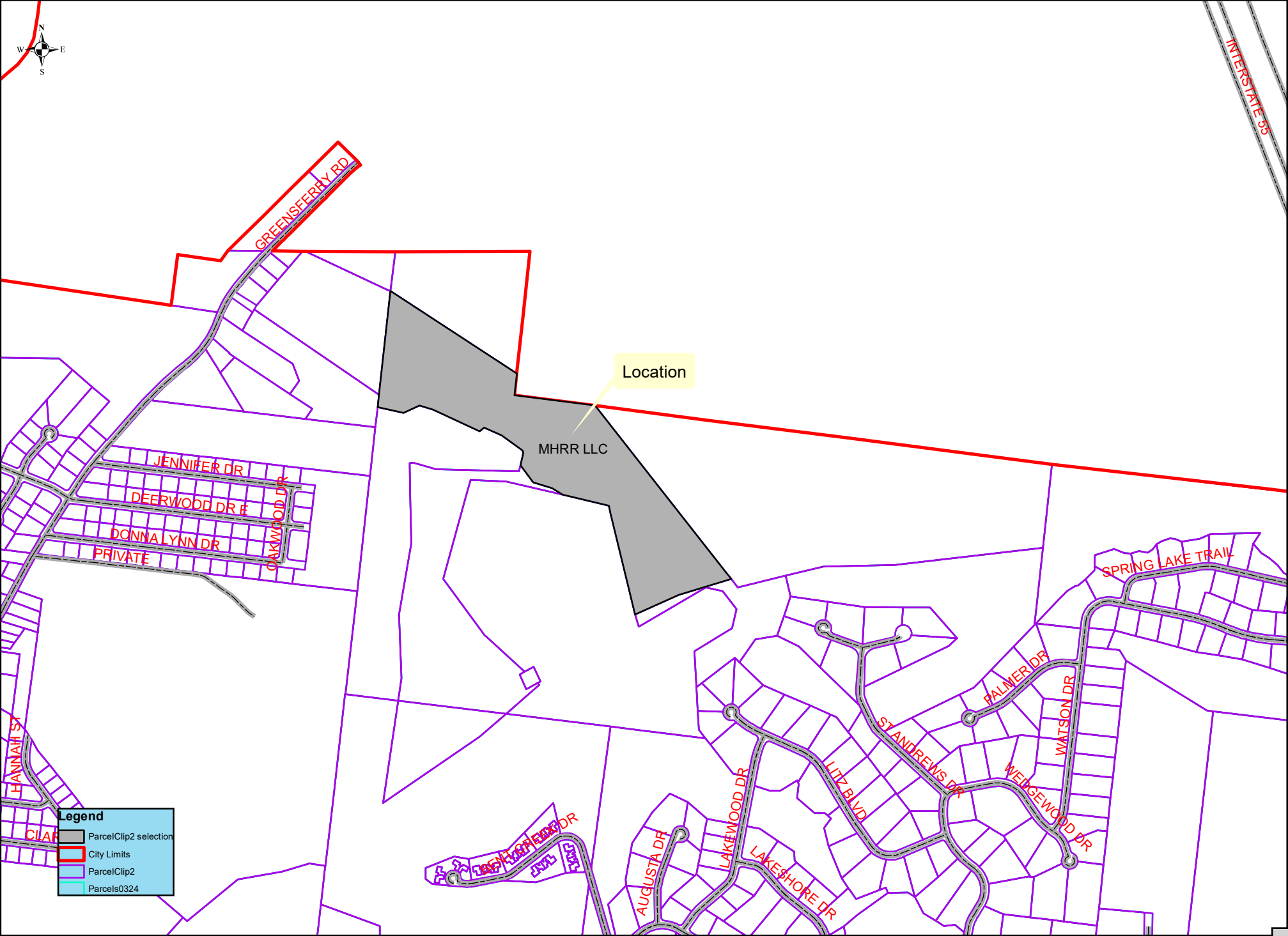
I state upon my oath that all of the information contained in this application is true. (Original signatures of all persons listed in Item No. 3)



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

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

Ph: 573-243-2300 ext. 29
Fax: 573-243-3322
Email: permits@jacksonmo.org





KOEHLER ENGINEERING & LAND SURVEYING, INC.

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

Oct. 2, 2024

Mr. Larry Miller
Building and Planning Manager
City of Jackson, Missouri
101 Court Street
Jackson, Missouri 63755
Via email @ lmiller@jacksonmo.org

RE: Terrace Above the Greens Subdivision – Preliminary Plat

Mr. Miller,

This communication is in regards to the City staff comments and concerns regarding the above referenced proposed development. In particular, this response is related to your letter of Sept. 13.

Due to the location of the property, the development options are somewhat limited. The presence of Bent Creek along the southern and eastern limits prohibits the probable extension of roadways and utilities into those areas, and there is only a single access point to the development at present.

The developer desires to create a unique, very desirable, low density residential enclave within the City, but due to the existing location, topography, and availability of utilities and access, he is requesting several variances from the City's ordinances from the city's development code. Responses to your comments, and request for variances where appropriate, are indicated in the following list:

With regard to general comments, we offer the following (The numbers correspond to the comment numbers of your letter):

- 1) The Developer desires to annex the balance of the property to the City limits in conjunction with the record plat of the proposed subdivision. If this plat is approved through P&Z, the annexation petition will be filed immediately thereafter.
- 2) The missing parcel lines have been added to the preliminary plat.
- 3) The checkered area has been removed. This area was for proposed detention, however after our meeting in August it was discussed that if we decreased the density to a total of three lots, a waiver for detention would be considered. See additional comments on item #12.
- 4) This easement has been labeled.
- 5) The Developer is requesting a wavier to provide private streets. The Developer is aware that private streets would require private street sweeping, plowing, and maintenance of all infrastructure. He is proposing to create a homeowners association that would bear these responsibilities, and each lot would pay a pro-rata share of all costs associated with infrastructure maintenance. The street would be constructed in accordance with City standards. We are requesting variances for this, see discussion later in this submission.
- 6) The Developer is prepared to enter into a MOU that will outline ownership and maintenance responsibilities, and this MOU will be incorporated into the HOA responsibilities.
- 7) We are requesting variances for the extension of the streets to adjacent property lines, see discussion later in this submission.
 - a. The development will provide a turn around at the end of an existing dead end street, with three homes accessing the street from the turn-around.



- b. The turn-around will be a hammerhead configuration meeting the requirements of the international fire code.
 - c. This was discussed with City staff in our recent meeting and I understood that the staff would support this as long as we limited the number of lots to no more than 3 lots.
- 6) The street width has been revised to indicate 28' pavement.
- 7) We are requesting variances for the provision of sidewalks. There are no sidewalks to connect to, and if the other variances are allowed for street extension, there is no probability that there ever would be a route to extend the sidewalks to.
- 8) Each of the lots has over 75 feet of frontage on the private roadway. The lot lines do extend to the center of the street, as the HOA will be responsible for street maintenance.
- 9) This has been indicated.
- 10) These easements have been added.
- 11) As noted in our meeting, we are requesting this variance. It is not cost effective for either development to extend the street to the boundary of the subdivision, and in the event that this is required, the property would just develop as a single lot, and no street extension would be required under that scenario.
- 12) In accordance with discussions in our meeting, we are requesting a variance from providing detention on this lot. Splitting this land into three tracts will have minimal impact on runoff, and we are requesting a waiver from requiring stormwater detention within this development.
- 13) The developer is willing to create deed restrictions for each lot that will prohibit excavation over the existing water line which would reduce the required cover.
- 14) We will have the exact line of the main located and verify that it is within the easement, or if needed, we will grant a new easement should the main be found to be outside the existing easement.
- 15) If this plat is approved by P&Z, we would propose to extend a main along one of the lot lines (between lots 2 and 3) to the street easement. Since there is less than 600 feet of street frontage, one hydrant would be sufficient.
- 16) We would run a short main along the street frontage, generally across the full frontage of lot 2, which would provide a meter location and curb stop within 10 feet of the main along the frontage.
- 17) Lot 3 would connect to the sanitary sewer. In accordance with our discussions during our meeting, lots 1 and 2 would have septic systems.
- 18) The developer has contacted Ameren UE and they are willing to provide power for the proposed lots.
- 19) Trash service will be handled through a private contractor.
- 20) This block has been removed.

With regard to variances, the following paragraphs outline the variance requests and supporting statements for each variance.

- 1) **Privately owned / maintained streets:** This development parcel is unique as it is connected to the Bent Creek Golf Course on two sides, which eliminates or severely restricts the probability of future growth in those directions. Access to the site is via an existing privately maintained roadway which is not part of the City's system. Since the roadways do not connect to existing City of Jackson roadways, it would be out of the way for city crews to service this area. Additionally the developer wishes to create a very private and exclusive enclave for their residents, and as such, the developer wishes to put in a private street with the potential provision for an entry gate, although that is not



- proposed at the present time. In the event the entry gate is approved in the future, provisions would be made for auto opening for emergency services vehicles, etc. For all of these reasons, the developer is requesting a variance from the code to allow for a private street.
- 2) In conjunction with the request for a private street, the developer requests that no street be extended to the development perimeter. This is in keeping with the nature of the private street nature and feel desired for the development. This was discussed with City Staff, and we understood that if we limited the number of lots to 3 or fewer, this could be supported. With the streets being private and privately maintained, the developer and future owners would want to eliminate traffic within the development that was not for residents within the development.
 - 3) The developer requests a variance for the construction of sidewalks. There would be no sidewalks to connect to, and if the 2nd variance above is allowed, never would be. The construction of an isolated segment a few hundred feet long to provide sidewalks to serve only 3 lots does not seem appropriate.
 - 4) Due to the cost of extending sanitary sewers to serve lots 1 and 2, and in consideration of the large size of these lots, we are requesting a variance to allow lots 1 and 2 to be served by private septic systems.
 - 5) We are requesting a variance for the non-perpendicular lot lines. That requirement is typically to allow for regular platting of lots, and is would not be considered critical for large tracts such as proposed in this instance.

We believe if we can have some accommodations / variances from city staff and P&Z officials from certain requirements of the Development Code, we can create a wonderful residential housing addition to the City of Jackson that will provide a quality living environment within the City despite the challenges associated with the development of this parcel.

If you need any further information, have any questions, or I can be of any further assistance in any capacity, please contact me at your earliest convenience.

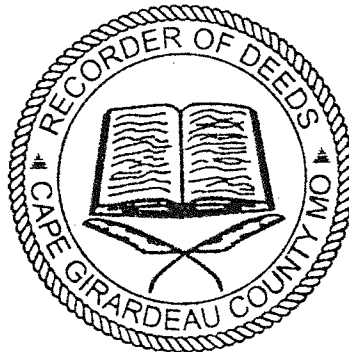
Best Regards,

KOEHLER ENGINEERING &
LAND SURVEYING, INC.

A handwritten signature in blue ink, appearing to read 'Chris Koehler', written in a cursive, flowing style.

Chris Koehler, PE, PLS

**eRecorded
DOCUMENT #
2022-02685**



**ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
03/11/2022 01:12:59 PM
REC FEE: 30.00
PAGES: 3**

WARRANTY DEED

This Warranty Deed made and entered into this 11th day of March, 2022, by and between **LITZ BROTHERS, INC., a Missouri Corporation a/k/a LITZ BROS., INC.**, hereinafter referred to as **GRANTOR**, and **MHRR LLC, a Missouri Limited Liability Company**, of the County of Cape Girardeau, State of Missouri, hereinafter referred to as **GRANTEE**. The mailing address of the Grantee is: 130 Quarterback Ridge, Jackson, MO 63755.

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

See Attached Exhibit "A"

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

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

GRANTOR:

LITZ BROTHERS, INC., a Missouri Corporation

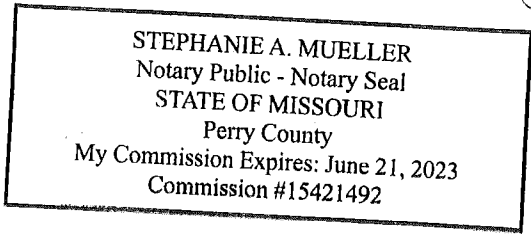
BY: Robert Litzelfelner
Robert Litzelfelner, President

ATTEST: [Signature]
BY: Mike L. Litzelfelner
Mike L. Litzelfelner, Secretary/Treasurer

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

On this 11 day of March, 2022, before me personally appeared **Robert Litzelfelner, President and Mike L. Litzelfelner, Secretary/Treasurer of LITZ BROTHERS, INC., a Missouri Corporation a/k/a LITZ BROS., INC.,** to me known to be the person described in and who executed the within Warranty Deed, in behalf of said corporation and acknowledged to me that he executed the same for the purposes therein stated.

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



Stephanie A. Mueller
Notary Public
My commission expires:

Exhibit A

A PART OF UNITED STATES PRIVATE SURVEY NO. 318, 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 STONE (FOUND) ON THE WEST LINE OF U.S.P.S. 318, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED IN DOCUMENT NO. 2010-09594, FROM WHICH A ½" IRON PIN (FOUND) AT THE SOUTHEAST CORNER OF U.S.P.S. 183 BEARS, S 06° 19' 07" W, 5,746.35 FEET; THENCE S 56° 04' 34" E, 1,168.67 FEET ALONG THE SOUTH LINE OF SAID TRACT RECORDED IN DOC. 2010-09594 TO A ½" IRON PIN (SET) AT THE SOUTHWEST CORNER OF A TRACT OF LAND RECORDED IN DOCUMENT NO. 2014-05062; THENCE ALONG THE SOUTH LINE OF SAID TRACT THE FOLLOWING COURSES AND DISTANCES:

S 76° 14' 31" E, 177.45 FEET TO A ½" IRON PIN (SET); THENCE S 74° 28' 31" E, 133.23 FEET TO A ½" IRON PIN (SET); THENCE S 38° 20' 01" E, 1,363.88 FEET TO A ½" IRON PIN (SET); THENCE LEAVING SAID SOUTH LINE, S 72° 47' 14" W, 336.82 FEET TO A ½" IRON PIN (SET); THENCE S 66° 16' 43" W, 295.27 FEET TO A ½" IRON PIN (SET); THENCE N 13° 36' 22" W, 690.58 FEET TO A ½" IRON PIN (SET); THENCE N 76° 46' 51" W, 293.31 FEET TO A ½" IRON PIN (SET); THENCE N 57° 38' 43" W, 76.09 FEET TO A ½" IRON PIN (SET); THENCE N 72° 40' 33" W, 121.74 FEET TO A ½" IRON PIN (SET); THENCE N 37° 09' 57" W, 130.51 FEET TO A ½" IRON PIN (SET); THENCE N 12° 39' 16" E, 78.59 FEET TO A ½" IRON PIN (SET); THENCE N 18° 12' 59" W, 14.53 FEET TO A ½" IRON PIN (SET); THENCE N 53° 19' 35" W, 159.95 FEET TO A ½" IRON PIN (SET); THENCE N 66° 16' 21" W, 118.42 FEET TO A ½" IRON PIN (SET); THENCE S 48° 30' 25" W, 36.27 FEET TO A ½" IRON PIN (SET); THENCE N 65° 07' 02" W, 318.04 FEET TO A ½" IRON PIN (SET); THENCE N 73° 07' 29" W, 87.36 FEET TO A ½" IRON PIN (SET); THENCE S 65° 18' 53" W, 106.99 FEET TO A ½" IRON PIN (SET); THENCE N 77° 20' 44" W, 182.31 FEET TO A ½" IRON PIN (SET) ON THE WEST LINE OF U.S.P.S. 318; THENCE N 06° 19' 07" E, 739.57 FEET ALONG THE WEST LINE OF SAID SURVEY TO THE POINT OF BEGINNING, CONTAINING 27.55 ACRES, MORE OR LESS.

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