

**Roman Catholic Diocese of Springfield-Cape Girardeau for the Abandonment of
East Jefferson Street between South Hope Street and South Ohio Street**

BILL NO. 18-93

ORDINANCE NO. 18-90

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI AND THE *ROMAN CATHOLIC DIOCESE OF SPRINGFIELD-CAPE GIRARDEAU*, RELATIVE TO THE *ABANDONMENT OF EAST JEFFERSON STREET BETWEEN SOUTH HOPE STREET AND SOUTH OHIO STREET UPON THE CAMPUS OF THE IMMACULATE CONCEPTION CATHOLIC CHURCH AND SCHOOL*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

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

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the **Roman Catholic Diocese of Springfield-Cape Girardeau**. 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: December 17, 2018.

SECOND READING: December 17, 2018.

PASSED AND APPROVED this 17th day of December, 2018, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

(SEAL)

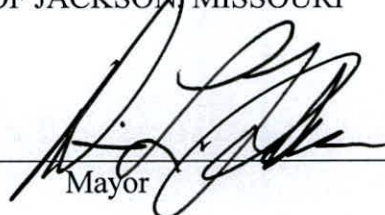
ATTEST:



City Clerk



CITY OF JACKSON, MISSOURI

BY: 

Mayor

AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of December, 2018, by and between ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as “City,” and ***ROMAN CATHOLIC DIOCESE OF SPRINGFIELD-CAPE GIRARDEAU, a Missouri corporation***, hereinafter referred to as “Diocese,” **WITNESSETH:**

WHEREAS, the City owns and maintains a city street known as East Jefferson Street between South Hope Street and South Ohio Street; and

WHEREAS, the Diocese owns property on both sides of East Jefferson Street; and

WHEREAS, the Diocese desires to expand its facilities and provide greater safety for its school, students, congregation, and visitors; and

WHEREAS, the parties have entered into certain agreements concerning East Jefferson Street; and

WHEREAS, the parties desire to memorialize the agreements between them in writing.

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

1. The City agrees to abandon East Jefferson Street between South Hope Street and South Ohio Street subject to the terms and conditions set forth in this Agreement. The Diocese will submit to the City a design for the construction of its facilities and will obtain all necessary building permits. If the design meets all of the requirements set forth herein for police, fire, and utilities, then the abandonment date will be set for a date certain. The abandonment shall be contingent upon the Diocese beginning construction within three months of the abandonment.

2. In the event the Diocese has not begun construction within five years of the date of this Agreement, then this Agreement shall expire. It is provided, however, that the parties may agree to extend this Agreement upon approval of the extension by both the City and the Diocese.

3. The Diocese will at all times provide full access to all city utilities currently located in or upon the East Jefferson Street right-of-way. These city utilities shall include, but not be limited to, electric, sewer, water, and telecommunications. The City retains the right to maintain, operate, repair, and replace, by itself or by any licensee or holder of a franchise from the City, any poles, wires, pipes, conduits, sewer mains, water mains, surface water drainage easements, or any other facility or equipment for the maintenance and operation of any utility and/or surface water drainage now located in said area or portion thereof vacated.

4. The Diocese agrees that any design for a new Diocese facility or school facility or any other facility shall be designed in a manner to allow access by all emergency services, including police services, fire services, ambulance services, and active shooter response teams. The Diocese shall submit all designs to the City for approval by the City in regard to the issue of access for emergency services.

5. At the time of the abandonment of East Jefferson Street, the City shall retain an easement of sufficient width, but at least fifteen feet wide, for all city utilities including, but not limited to, electric, sewer, water, and telecommunications. The easement retained may be used for current city utilities and for the expansion and upgrade of any current city utilities and any future city utilities. The Diocese will pay all design, survey, and construction costs that may be needed to map the existing city utilities within East Jefferson Street and will pay the cost of relocating or removing any city utilities in the event the construction design requires utility relocation or removal.

6. The parties agree that this Agreement shall be approved by the governing Diocese prior to the City's abandonment of East Jefferson Street.

7. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended, or modified only by written instrument executed by all such parties. This Agreement sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

9. This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective heirs, legal representatives, distributees, successors, and assigns.

10. Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context requires otherwise.

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

12. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other available remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.



CITY:

CITY OF JACKSON, MISSOURI

By: _____

[Signature]
Dwain Haas, Mayor

ATTEST:

[Signature]

Liza Walker, City Clerk

DIOCESE:

ROMAN CATHOLIC DIOCESE OF
SPRINGFIELD-CAPE GIRARDEAU

By: _____

[Signature]
Bishop Edward M. Rice, President

ATTEST:

[Signature]

Thomas E. Reidy, Secretary

ADDENDUM TO AGREEMENT

THIS ADDENDUM, effective as of the date on which all parties hereto execute this Addendum, amends and supplements that Agreement by and between **CITY OF JACKSON, MISSOURI** ("City") and **ROMAN CATHOLIC DIOCESE OF SPRINGFIELD-CAPE GIRARDEAU**, ("Diocese") with the effective date of December 17, 2018 (the "Agreement").

WHEREAS, City and Diocese wish to extend the date by which construction must begin as stated in paragraph two (2) of the Agreement.

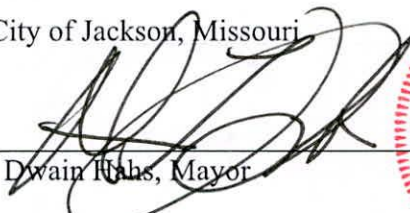
NOW, THEREFORE, for adequate consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

2. In the event the Diocese has not begun construction within seven (7) years of the date of this Agreement, then this Agreement shall expire. It is provided, however, that the parties may agree to extend this Agreement upon approval of the extension by both the City and the Diocese.

City and Diocese acknowledge that they have read and agreed to the terms and conditions of this Addendum, and they understand it will become legally binding upon signing.

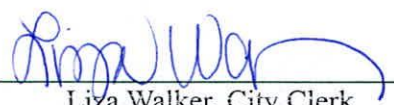
DATE: 08/21/2023

City of Jackson, Missouri


Dwain Halls, Mayor



ATTEST:


Liza Walker, City Clerk

DATE: 8-7-23

Roman Catholic Diocese of Springfield-Cape Girardeau

By: Edward M. Rice

Print: *Edward M. Rice

Title: Bishop