

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** is made and entered into this 9<sup>th</sup> day of December, 2024, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as the “**City**,” and the ***COUNTY OF CAPE GIRARDEAU, MISSOURI, a political subdivision of the State of Missouri***, hereinafter referred to as the “**County**,” **WITNESSETH:**

**WHEREAS**, the City has entered into an agreement with the Missouri Highways and Transportation Commission (“MHTC”) for a public improvement designated as the Highway 61 Bridge Replacement and Roadway Improvement Project at Hubble Creek (“Project”); and

**WHEREAS**, pursuant to the agreement between the City and MHTC, MHTC agreed to acquire right-of-way as needed for the Project; and

**WHEREAS**, pursuant to the agreement between the City and MHTC, MHTC agreed to convey by Quit Claim Deed to the City at the conclusion of the Project, excess land purchased as shown on Exhibit A which is attached hereto and made a part hereof that includes Tracts 1, 2, 3 and 4 (the “Property”); and

**WHEREAS**, the County anticipates an increased need for parking due to the expansion of the County Jail resulting in additional employees and has requested that the City allow for the construction of a parking lot on the Property; and

**WHEREAS**, the City has an increased need for parking due to limited availability in the uptown business district; and

**WHEREAS**, the County has prepared a preliminary design for construction of a parking lot on the Property which is attached hereto and made a part hereof as Exhibit B; and

**WHEREAS**, the City and the County desire to initiate construction and enter into a cost

share for Phase One of the parking lot; and

**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 and the County agree that Phase One construction of the parking lot shall consist only of grading and installation of riprap, erosion control, and a six (6) inch base rock.

2. The County agrees to begin and complete construction of Phase One consistent with the preliminary design as shown on the attached Exhibit B.

3. The total estimated cost for Phase One is One Hundred Forty-Seven Thousand One Hundred Thirty Dollars (\$147,130.00). The City agrees to pay the County within thirty (30) days of final completion of Phase One the sum of Seventy-Three Thousand Five Hundred Sixty-Five Dollars (\$73,565.00) representing one-half of the total estimated cost for Phase One.

4. The Property is currently zoned R-4 (General Residential). The City and County agree that the Property will not be used as a parking lot until the Property is rezoned C-3 (Central Business).

5. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either



party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

6. This Memorandum of Understanding shall be governed by and construed in accordance with the laws of the State of Missouri.

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

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

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

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

[Signatures on following page]

**CITY:**

CITY OF JACKSON, MISSOURI

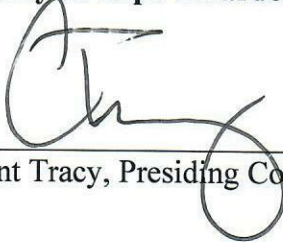
\_\_\_\_\_  
Dwain Hahs, Mayor

ATTEST:

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



**County of Cape Girardeau, Missouri:**

  
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Clint Tracy, Presiding Commissioner

ATTEST:

  
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Kara Clark Summers, County Clerk