

# CITY OF JACKSON MAYOR & BOARD OF ALDERMEN REGULAR MEETING Monday, April 17, 2023 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 a text amendment to Chapter 65 (Zoning) regarding the addition of provisions for defining and limiting tiny houses.

# **APPROVAL OF MINUTES**

3. Motion approving the Minutes of the Regular Meeting of April 3, 2023.

# FINANCIAL AFFAIRS

- 4. Motion approving payment of the semimonthly bills.
- 5. Motion approving the City Collector's Report.
- 6. Motion approving the City Clerk's and Treasurer's Reports.

# **ACTION ITEMS**

# Power, Light, and Water Committee

- <u>7.</u> Motion accepting the certified election results for the April 4, 2023 Municipal Election, as certified by Cape Girardeau County Election Authority Kara Clark Summers.
- 8. Motion changing the date of the Board of Aldermen Regular Meeting and Study Session from Monday, June 19, 2023, to Tuesday, June 20, 2023, in observance of the Juneteenth holiday.
- 9. Motion accepting the quote of Main Street Flooring & Interiors, LLC, of Jackson, Missouri, in the amount of \$1,509.71, relative to the Public Works Tile/Carpet Replacement Project.
- <u>10.</u> Bill proposing an Ordinance authorizing a contractual agreement with Main Street Flooring & Interiors, LLC, relative to the Public Works Tile & Carpet Replacement Project.

11. Bill proposing an Ordinance authorizing the issuance of Combined Waterworks and Sewerage System Revenue Bonds, Series 2023, of the City of Jackson, Missouri; prescribing the form and details of the bonds and the covenants and agreements to provide for the payment and security thereof; and authorizing certain actions and documents and prescribing other matters relating thereto.

# Street, Sewer, and Cemetery Committee

- 12. Motion approving Task Order Authorization No. 23-07, in the amount of \$15,370.00, to Koehler Engineering & Land Surveying, Inc., of Cape Girardeau, Missouri, relative to providing engineering services under the Civic Center Pavilion and Playground Project.
- <u>13.</u> Bill proposing an Ordinance authorizing a Municipal and Cost Apportionment Agreement with the Missouri Highways and Transportation Commission, relative to the Highway 61 Bridge Replacement and Roadway Improvement Project.
- <u>14.</u> Bill proposing an Ordinance granting a Temporary Easement for Highway Purposes to the Missouri Highways and Transportation Commission, relative to the Highway 61 Bridge Replacement and Roadway Improvement Project.
- <u>15.</u> Bill proposing an Ordinance approving a text amendment to Chapter 65 (Zoning) regarding the addition of provisions for defining and limiting tiny houses.

# **NON-AGENDA CITIZEN INPUT**

# **INFORMATION ITEMS**

- 16. Report by Mayor
- 17. Reports by Board Members
- 18. Report by City Attorney
- 19. Report by City Administrator
- 20. Discussion of future agenda items

# **ADJOURN SINE DIE**

Posted on 04/14/2023 at 04:00 PM.

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 3, 2023 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: Joe Bob Baker, Mike Seabaugh, Paul Sander, David Hitt, Tommy Kimbel, David Reiminger, Katy Liley, and Wanda Young. Present-8; Absent-0.

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.

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Mayor Dwain L. Hahs to Present a ) Proclamation in Recognition of April as ) Child Abuse Prevention Month )

Now comes forth Mayor Dwain L. Hahs to present a proclamation in recognition of April as Child Abuse Prevention Month to Alix Gasser, Development Director of Southeast Missouri Network Against Sexual Violence (SEMO-NASV).

Motion to Adopt the Agenda

Motion made by Alderman Baker, seconded by Alderwoman Liley, to adopt the agenda, as presented. Ayes-8; Nays-0; Absent-0.

Motion to Approve the Minutes of the ) March 20, 2023, Regular Board Meeting )

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve the minutes of the preceding Regular Board Meeting of Monday, March 20, 2023. Ayes-8; Nays-0; Absent-0.

Motion to Approve Bills of April, 2023

Now is presented the Semimonthly Bills Report, in the various funds for the month of April, 2023. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the payment of Semimonthly Bills in the various funds for April, 2023. Ayes-8; Nays-0; Absent-0.

Motion to Amend the Personnel Policies ) and Procedures for the City of Jackson ) as set forth in Chapter 51 of the Code of ) Ordinances )

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to amend the Personnel Policies and Procedures for the City of Jackson as set forth in Chapter 51 (Personnel Policies and Procedures) of the Code of Ordinances, by amending the section for Workplace Safety from Drug/Alcohol Abuse, and adding a section for Safety Sensitive Positions. Ayes-8; Nays-0; Absent-0.

Motion to Approve Change Order No. 1 ) 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 )

#### MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 3, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

## **MINUTES**

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to approve Change Order No. 1, in the amount of \$46,830.00, 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-8; Nays-0; Absent-0.

Motion to Approve Change Order No. 3 ) to Power Line Consultants, LLC, of ) Farmington, Missouri, relative to the ) Wedekind 73 Pole Replacement Project )

Motion made by Alderman Reiminger, seconded by Alderman Sander, to approve Change Order No. 3, to Power Line Consultants, LLC, of Farmington, Missouri, relative to the Wedekind 73 Pole Replacement Project. Ayes-8; Nays-0; Absent-0.

Motion to Approve an Increase in ) Expenditure, under Amendment 6 to ) Task Order Authorization No. 19-04, to ) Horner & Shifrin, Inc., of St. Louis, ) Missouri, relative to providing Additional ) Engineering Services under the Water ) System Facility Plan Implementation ) Project, Phase 2

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to approve an increase in expenditure, in the amount of \$85,900.00, under Amendment 6 to Task Order Authorization No. 19-04, to Horner & Shifrin, Inc., of St. Louis, Missouri, relative to providing additional engineering services under the Water System Facility Plan Implementation Project, Phase 2. Ayes-8; Nays-0; Absent-0.

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Motion to Accept the Bid of Robert Boitnott Painting, of Cape Girardeau, Missouri, relative to the Power Plant New Addition Equipment Painting Project

Motion made by Alderman Reiminger, seconded by Alderman Kimbel, to accept the bid of Robert Boitnott Painting, of Cape Girardeau, Missouri, in the amount of \$28,500.00, relative to the Power Plant New Addition Equipment Painting Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-24 Re: To Authorize a) Contractual Agreement with Robert ) Boitnott Painting, of Cape Girardeau, ) Missouri, relative to the Power Plant ) New Addition Equipment Painting ) Project )

The matter of authorizing a contractual agreement with Robert Boitnott Painting, of Cape Girardeau, Missouri, relative to the Power Plant New Addition Equipment Painting Project, came on for consideration. Alderman Reiminger introduced Bill No. 23-24, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND ROBERT BOITNOTT PAINTING, OF CAPE GIRARDEAU, MISSOURI, RELATIVE TO THE POWER PLANT NEW ADDITION EQUIPMENT PAINTING PROJECT; FURTHER SAID ORDINANCE SHALL

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 3, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### **MINUTES**

# AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderman Reiminger, seconded by Alderman Sander, Bill No. 23-24 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderman Reiminger, seconded by Alderman Sander, Bill No. 23-24 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. 23-24 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Sander-aye; and Alderwoman Liley-aye.

#### BILL NO. 23-24

#### **ORDINANCE NO. 23-24**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *ROBERT BOITNOTT PAINTING, OF CAPE GIRARDEAU, MISSOURI,* RELATIVE TO THE *POWER PLANT NEW ADDITION EQUIPMENT PAINTING PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a contract marked

Exhibit A and attached hereto and incorporated herein as if fully set forth; and

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it

advisable to enter into said contract.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN

OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve

the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth

between the City of Jackson, a municipal corporation, and Robert Boitnott Painting, of Cape

Girardeau, 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



MAYOR & BOARD OF ALDERMEN REGULAR MEETING

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## MINUTES

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: April 3, 2023.

SECOND READING: April 3, 2023.

PASSED AND APPROVED this 3rd day of April, 2023, by a vote of 8 ayes, 0 nays, 0

abstentions and 0 absent.

(SEAL) ATTEST:

By: Dwain L. Hahs (signed) Mayor

Liza Walker (signed) City Clerk

Motion to Authorize the Internal Transfer) of \$12,500.00 from the City of Jackson's) American Rescue Plan Act Funds to the) Community Outreach Board, relative to) Providing Support)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to authorize the internal transfer of \$12,500.00 from the City of Jackson's American Rescue Plan Act Funds to the Community Outreach Board, relative to providing support for community events in 2023. Ayes-8; Nays-0; Absent-0.

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Motion to Approve a City of Jackson Merchant Application with CSG Forte Payments, Inc., of Allen, Texas, for Payment Processing Services through the GWorks SimpleCity Application

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to approve a City of Jackson merchant application with CSG Forte Payments, Inc., of Allen, Texas, for payment processing services through the GWorks SimpleCity application. Ayes-8; Nays-0; Absent-0.

Motion to Accept the Bid of Vac-Con, Inc., of Green Cove Springs, Florida, and to Authorize the Purchase of a Vacuum Truck for the Wastewater Department

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to accept the bid of Vac-Con, Inc., of Green Cove Springs, Florida, in the amount of \$504,805.00, and to authorize the purchase of a vacuum truck for the Wastewater Department. Ayes-8; Nays-0; Absent-0.

#### MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, April 3, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

### **MINUTES**

Motion to Approve the Updated Rental Fee Schedule for Pavilions in the City Parks, Effective April 4, 2023

Motion made by Alderwoman Liley, seconded by Alderman Baker, to approve the updated rental fee schedule for pavilions in the City Parks, effective April 4, 2023. Ayes-8; Nays-0; Absent-0.

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Motion to Accept the Bid of Bootheel Fence Co., Inc., of Jackson, Missouri, Relative to the City Parks Fencing Replacement and Repair Project

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to accept the bid of Bootheel Fence Co., Inc., of Jackson, Missouri, in the amount of \$40,300.00, relative to the City Parks Fencing Replacement and Repair Project. Ayes-8; Nays-0; Absent-0.

Ordinance No. 23-25 Re: To Authorize a) Contractual Agreement with Bootheel ) Fence Co., Inc., of Jackson, Missouri, ) Relative to the City Parks Fencing ) Replacement and Repair Project )

The matter of authorizing a contractual agreement with Bootheel Fence Co., Inc., of Jackson, Missouri, relative to the City Parks Fencing Replacement and Repair Project, came on for consideration. Alderwoman Liley introduced Bill No. 23-25, being for an ordinance entitled as follows:

#### AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND BOOTHEEL FENCE CO., INC., OF JACKSON, MISSOURI, RELATIVE TO THE CITY PARKS FENCING REPLACEMENT AND REPAIR PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 23-25 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderwoman Young, Bill No. 23-25 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. 23-25 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderman Sander-aye; and Alderman Hitt-aye.

#### BILL NO. 23-25

#### **ORDINANCE NO. 23-25**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND BOOTHEEL FENCE CO., INC., OF JACKSON, MISSOURI, RELATIVE TO THE CITY PARKS FENCING REPLACEMENT AND REPAIR PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

CITY OF JACKSON MAYOR & BOARD OF ALDERMEN REGULAR MEETING Monday, April 3, 2023 at 6:00 PM

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## MINUTES

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 **Bootheel Fence Co., Inc., of Jackson, Missouri.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

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

FIRST READING: April 3, 2023.

City Clerk

SECOND READING: April 3, 2023.

PASSED AND APPROVED this 3rd day of April, 2023, by a vote of 8 ayes, 0 nays, 0 abstentions and 0 absent.

	CITY OF JACKSON, MISSOURI
(SEAL)	By: Dwain L. Hahs (signed)
ATTEST:	Mayor
l iza Walker (signed)	

#### MAYOR & BOARD OF ALDERMEN REGULAR MEETING



Monday, April 3, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

#### **MINUTES**

Ordinance No. 23-26 Re: To Authorize a) Roles and Responsibilities Agreement () with the Missouri Highways and () Transportation Commission, relative to () the Installation and Maintenance of () Purple Heart City Signs ()

The matter of authorizing a Roles and Responsibilities Agreement with the Missouri Highways and Transportation Commission, relative to the installation and maintenance of Purple Heart City Signs, came on for consideration. Alderwoman Liley introduced Bill No. 23-26, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A ROLES AND RESPONSIBILITIES AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE *MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION*, RELATIVE TO THE *INSTALLATION AND MAINTENANCE OF PURPLE HEART CITY SIGNS*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-26 was placed on its first reading and was read by title, considered and discussed and was duly passed by unanimous vote. On a motion by Alderwoman Liley, seconded by Alderman Baker, Bill No. 23-26 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. 23-26 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Kimbel-aye; Alderman Baker-aye; Alderman Seabaugh-aye; and Alderwoman Liley-aye.

#### BILL NO. 23-26

#### ORDINANCE NO. 23-26

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A ROLES AND RESPONSIBILITIES AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE *MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION*, RELATIVE TO THE *INSTALLATION AND MAINTENANCE OF PURPLE HEART CITY SIGNS*; 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 Roles and

Responsibilities Agreement 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 agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN

OF THE CITY OF JACKSON, MISSOURI, AS FOLLOW:



**CITY OF JACKSON MAYOR & BOARD OF ALDERMEN REGULAR MEETING** Monday, April 3, 2023 at 6:00 PM Board Chambers, City Hall, 101 Court St.

## **MINUTES**

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the Missouri Highways and Transportation Commission. 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 agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said agreement 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 agreement.

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: April 3, 2023.

SECOND READING: April 3, 2023.

PASSED AND APPROVED this 3rd day of April, 2023, by a vote of 8 ayes, 0 nays, 0

abstentions and 0 absent.

	CITY OF JACKSON, MISSOURI
(SEAL)	By: Dwain L. Hahs (signed)
ATTEST:	Mayor
Liza Walker (signed) City Clerk	
City Resident Jeff Long to Bring a	)

Request to the Board of Aldermen )

Now comes forth City Resident Jeff Long to bring to the Board of Aldermen a concern of potential speeding traffic following the completion of the West Mary Street bridge. Mr. Long requests that City staff look at a modification to the area near the intersection of West Mary Street and Russell Street. City Engineer Anna Bergmark to state that a study with additional data and research will be needed before any modification will be made.



**MAYOR & BOARD OF ALDERMEN REGULAR MEETING** 

Monday, April 3, 2023 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

## **MINUTES**

City Administrator James Roach requests Closed Session

Now comes forth City Administrator James Roach to request to proceed into closed session for one item of real estate in accordance with Section 610.021(2) RSMo and one matter of specs for competitive bidding in accordance with Section 610.021(11) RSMo.

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Motion to Recess the Meeting to Study ) Session

On a motion by Alderman Baker, seconded by Alderwoman Liley, to recess the meeting at 6:28 P.M., to convene to the Study Session. Ayes-8; Nays-0; Absent-0.

Returned to Open Session at 7:27 P.M., from Study Session.

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

Meeting concluded at 7:27 P.M. On a motion by Alderman Baker, seconded by Alderman Kimbel, it is ordered that the Board now convene into closed session for one item of real estate in accordance with Section 610.021(2) RSMo and one matter of specs for competitive bidding in accordance with Section 610.021(11) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Sander-aye; Alderman Baker-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; Alderman Kimbel-aye; Alderman Reimingeraye; Alderman Hitt-aye; and Alderwoman Young-aye. Ayes-8; Nays-0; Absent-0.

ATTEST:

Mayor

City Clerk

# CITY COLLECTOR'S REPORT FOR MARCH 2023

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,303,109.55	245,968.80	206,562.09	61,505.67	-	1,817,146.11
Penalties	8,851.58	1,714.80	1,432.63	339.84	-	12,338.85
Sales Tax	36,185.70	7,344.18	-	-	-	43,529.88
Disconnect Fees	3,500.00	-	-	-	-	3,500.00
Returned Transaction Fees	510.00	-	-	-	-	510.00
Customer Relocation Fees	-	-		-	400.00	400.00
Trash Stickers	-	-		1,309.00	-	1,309.00
UTILITY COLLECTIONS	1,352,156.83	255,027.78	207,994.72	63,154.51	400.00	1,878,733.84
Adjustments - Services	-	-		-	-	-
Adjustments - Penalties	-	-		-	-	-
Adjustments - Taxes	-	-		-	-	-
Adjustments - Service Fees	-	-		-	-	-
NET UTILITY COLLECTIONS	1,352,156.83	255,027.78	207,994.72	63,154.51	400.00	1,878,733.84
Business/Contractor Licenses	-	-	-	-	1,445.00	1,445.00
Event Fees/Misc. Charges		-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-		-	1,445.00	1,445.00
Misc. Adjustments	-	-		-	-	-
Interest on Collector's bank account	-	-		-	-	136.11
Cash in bank	-	-	-	-		1,880,314.95
Missouri Sales Tax payment	(36,185.70)	(7,344.18)	-	-	-	(43,529.88)
TO CITY TREASURER					\$	1,836,785.07

Respectfully Submitted,

Fir BussinD

City Collector



# CITY CLERK'S REPORT FOR THE MONTH OF MARCH, 2023

ELECTRIC			
	Sale of Merchandise	0.00	
	Cable TV Pole Rental	0.00	
	Electric Meters	1,070.00	
	Electric Service Lines	400.00	
	Returned Check Fees	0.00	
	URD Services	26,360.97	
	Sales Tax Commission	858.54	
	Labor and Equipment Use	0.00	
	Misc - Restitution	21.50	
	Miscellaneous-Scrap Metal TOTAL	<u>0.00</u>	20 711 01
	TOTAL		28,711.01
<u>CEMETERY</u>		4 500 00	
	Sale of Lots Sale of Niches	1,500.00 0.00	
	Grave Openings	1,975.00	
	Niche Openings	0.00	
	Weekend/Holiday Grave Openings/Inurnments	75.00	
	Disinterments/Disinurnments	0.00	
	TOTAL	<u></u>	3,550.00
WATER & SE	WER		
WATER			
	Water Taps & Water Meters	6,704.06	
	Sale of Merchandise	0.00	
	Miscellaneous-Scrap Metal	0.00	
	TOTAL		6,704.06
WASTEWATE			
	Wastewater Miscellaneous	0.00	
	Industrial Discharge Permit	<u>0.00</u>	0.00
	TOTAL		0.00
<u>GENERAL RE</u>			
	Building Permits	3,361.57	
	Electric Permits	260.00	
	Electric Permits Gas Permits	260.00 60.00	
	Electric Permits Gas Permits Plumbing/Sewer Permits	260.00 60.00 220.00	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits	260.00 60.00 220.00 360.00	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording	260.00 60.00 220.00 360.00 50.00	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees	260.00 60.00 220.00 360.00 50.00 175.00	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording	260.00 60.00 220.00 360.00 50.00 175.00 0.00	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing	260.00 60.00 220.00 360.00 50.00 175.00	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise	260.00 60.00 220.00 360.00 50.00 175.00 0.00 46,670.44	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise	260.00 60.00 220.00 360.00 50.00 175.00 0.00 46,670.44 0.00	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room	260.00 60.00 220.00 360.00 175.00 0.00 46,670.44 0.00 0.00	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39 \end{array}$	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees Fire Cost Recovery	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39\\ 1,166.25 \end{array}$	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees Fire Cost Recovery Court Fines	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39\\ 1,166.25\\ 368.51 \end{array}$	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees Fire Cost Recovery Court Fines Court Costs	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39\\ 1,166.25\\ 368.51\\ 28.00\\ \end{array}$	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees Fire Cost Recovery Court Fines Court Costs Fingerprint Fee	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39\\ 1,166.25\\ 368.51\\ 28.00\\ 0.00\\ \end{array}$	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees Fire Cost Recovery Court Fines Court Costs Fingerprint Fee Court Postage	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39\\ 1,166.25\\ 368.51\\ 28.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ \end{array}$	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees Fire Cost Recovery Court Fines Court Costs Fingerprint Fee Court Postage Court Warrant Fees	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39\\ 1,166.25\\ 368.51\\ 28.00\\ 0$	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees Fire Cost Recovery Court Fines Court Costs Fingerprint Fee Court Postage Court Warrant Fees Crime Victims Compensation	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39\\ 1,166.25\\ 368.51\\ 28.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.74\\ \end{array}$	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees Fire Cost Recovery Court Fines Court Costs Fingerprint Fee Court Postage Court Warrant Fees Crime Victims Compensation Interest Earned	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39\\ 1,166.25\\ 368.51\\ 28.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.74\\ 0.03\\ \end{array}$	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees Fire Cost Recovery Court Fines Court Costs Fingerprint Fee Court Postage Court Warrant Fees Crime Victims Compensation	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39\\ 1,166.25\\ 368.51\\ 28.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.74\\ 0.03\\ 0.00\\ \end{array}$	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees Fire Cost Recovery Court Fines Court Costs Fingerprint Fee Court Postage Court Warrant Fees Crime Victims Compensation Interest Earned Jail Expense Reimbursement	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39\\ 1,166.25\\ 368.51\\ 28.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.74\\ 0.03\\ \end{array}$	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees Fire Cost Recovery Court Fines Court Costs Fingerprint Fee Court Postage Court Warrant Fees Crime Victims Compensation Interest Earned Jail Expense Reimbursement Cell Tower Rental	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39\\ 1,166.25\\ 368.51\\ 28.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.74\\ 0.03\\ 0.00\\ 1,058.00\\ \end{array}$	
	Electric Permits Gas Permits Plumbing/Sewer Permits Sewer Tap Permits Public Hearing & Plat Recording Stormwater Review Fees Street Repair or Mowing Gas Franchise Sale of Merchandise Community Room Cable TV Franchise Copies Telephone Franchise Fees Fire Cost Recovery Court Fines Court Costs Fingerprint Fee Court Postage Court Warrant Fees Crime Victims Compensation Interest Earned Jail Expense Reimbursement Cell Tower Rental Health Insurance Reimbursement	$\begin{array}{c} 260.00\\ 60.00\\ 220.00\\ 360.00\\ 50.00\\ 175.00\\ 0.00\\ 46,670.44\\ 0.00\\ 0.00\\ 344.50\\ 6,397.39\\ 1,166.25\\ 368.51\\ 28.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.74\\ 0.03\\ 0.00\\ 1,058.00\\ 145.72\\ \end{array}$	60,666.15

ltem 6.

INMATE SEC	URITY FUND Inmate Security Court Costs	<u>4.00</u>	
	TOTAL		4.00
PARK			
<u>r ANN</u>	Misc. Park Rentals	215.00	
	Ballfield Rentals	685.00	
	Pavilion Rentals	<u>522.00</u>	
	TOTAL		1,422.00
TRUST & AG	FNCY		
	July 4th Receipts	0.00	
	Farmers Market Fees	0.00	
	TOTAL	<u></u>	0.00
PARK FOUN			
	Donations	9,150.00	
	Civic Center Donations	<u>0.00</u>	0.450.00
	TOTAL		9,150.00
RECREATIO			
	Pool Concession Receipts	0.00	
	Swimming Pool Gate Receipts	0.00	
	Softball Entry Fees	14,780.00	
	Softball Sponsor Fees	3,200.00	
	Softball Tournament Fees	0.00	
	Reimb./Donations/Special Events	0.00	
	Baseball Concessions	0.00	
	Baseball Entry Fees	24,830.00	
	Baseball Sponsor Fees	<u>3,200.00</u>	
	TOTAL		46,010.00
LANDFILL			
	Refuse Collections	0.00	
	Recyclables	129.60	
	E-Cycle TV/Monitor Fees	0.00	
	Royalties	<u>0.00</u>	
	TOTAL		129.60
RECREATIO	NAL SALES TAX FUND		
	Civic Center Rentals	13,236.66	
	Civic Center Programs	2,154.00	
	Civic Center Membership Fees	15.00	
	Civic Center Entry Fees	813.00	
	Civic Center Concessions	<u>109.00</u>	
	TOTAL		16,327.66
HEALTH INS	URANCE FUND Health Insurance Reimbursement	<u>1,177.00</u>	
	TOTAL	<u>1,177.00</u>	1,177.00
	10 ME		1,177.00
<b>STORMWAT</b>	ER FUND		
	Stormwater Credit	0.00	
	Stormwater Maintenance	<u>2,470.22</u>	
	TOTAL		2,470.22
TRANSPORT	TATION SALES TAX		
	Rent - Donna Drive Extension	1,282.50	
	TOTAL	<u>.,202.00</u>	1,282.50
			,0
		REPORT TOTAL	\$177 604 20

REPORT TOTAL

<u>\$177,604.20</u>

# Water & Light Deposit Accounts MARCH, 2023

Beginning Balance March 1, 2023:	\$281,394.60
TOTAL DEPOSITS TOTAL REFUNDS	\$14,606.75 \$13,832.69
Ending Balance March 31, 2023:	\$282,168.66

Balance Consists of : Checking Account for US Bank Investments

\$210,000.00 **\$282,168.66** 

\$72,168.66

# **CITY TREASURER'S REPORT FOR MARCH, 2023**

FUND	FUND BALANCES 03-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 03-31-2023	INVESTMENTS	CASH BALANCE 03-31-2023
ELECTRIC FUND	03-01-2023	RECEIPTS	FUNDS	DISBURSEMENTS	03-31-2023	INVESTIMENTS	03-31-2023
Operation & Maintenance		1,354,537.77	(313,479.42)	1,041,058.35			
Electric Surplus	- 5,313,448.45	1,304,037.77	290,414.47	23,710.81	- 5,580,152.11	4,000,000.00	- 1,580,152.11
Electric Capital Projects Fund	6,169,725.86	-	290,414.47	1,344,882.90	4,824,842.96	4,800,000.00	24,842.96
General Revenue	1,682,877.70	- 155,797.71	- 422,935.40	638.052.78	4,824,842.90	1,570,000.00	24,842.90 53,558.03
Landfill Fund			,	,			,
	491,206.01	63,288.82	(6,005.58)	39,977.00	508,512.25	245,000.00	263,512.25
City Park Fund	242,975.86	15,273.64	(6,745.51)	34,928.25	216,575.74	-	216,575.74
Public Park Foundation Fund	119,845.77	9,150.00	-	6,318.00	122,677.77		122,677.77
Cemetery Fund	994,331.00	12,079.06	(5,202.11)	12,098.23	989,109.72	971,834.80	17,274.92
Band Fund	295.15	8,529.06	-	8,824.21	-	-	-
Stormwater Maintenance Fund	284,016.32	2,470.22	-	-	286,486.54	61,000.00	225,486.54
ARPA Fund	2,849,213.00	-	-	11,648.57	2,837,564.43	2,500,000.00	337,564.43
Road Use Tax Fund	1,054,824.85	62,222.53	(19,166.66)	-	1,097,880.72	1,025,000.00	72,880.72
Sales Tax Fund	3,304,626.23	221,174.90	(500,000.00)	40,912.00	2,984,889.13	2,976,700.00	8,189.13
Fire Protection Sales Tax Fund	119,458.50	51,985.15	(168,110.65)	-	3,333.00	-	3,333.00
Recreation Sales Tax	237,304.61	68,312.34	(787.55)	31,542.06	273,287.34	-	273,287.34
Public Safety Sales Tax	233,245.61	103,962.77	(336,208.38)	-	1,000.00	-	1,000.00
Trust and Agency Fund	1,037,758.67	6,478.42	15,253.56	21,466.66	1,038,023.99	920,000.00	118,023.99
Recreational Development	45,267.04	46,010.00	-	752.84	90,524.20	-	90,524.20
Transportation Sales Tax	1,322,409.87	105,252.67	-	133,814.06	1,293,848.48	1,200,000.00	93,848.48
I-55 Corridor Special Alloc.	1,262.55	-	-	-	1,262.55	-	1,262.55
Capital Projects Construction	550,000.00	-	-	-	550,000.00	-	550,000.00
Economic Development Reserve	500,000.00	-	500,000.00	-	1,000,000.00	-	1,000,000.00
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	725,557.45	33,208.47	145,742.66	191,717.23	712,791.35	-	712,791.35
Inmate Security Fund	15,677.12	96.00	-	-	15,773.12	-	15,773.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	261,258.92	(167,823.05)	93,435.87	-	-	-
Water Replacement	729,166.63	-	3,510.08	7,726.97	724,949.74	715,000.00	9,949.74
Water & Sewer Revenue Bond	477,289.05	-	154,721.36	-	632,010.41	250,000.00	382,010.41
Water & Sewer Deprec. Res.	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00	50,000.00	-
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00	30,000.00	-
Water & Sewer Surplus	9,330,723.54	53.24	114,326.53	58,799.37	9,386,303.94	8,611,703.38	774,600.56
Wastewater Operation & Maint.	-	208,415.45	(123,375.15)	85,040.30	-	-	-
Wastewater Replacement	1,077,658.74	-	-	-	1,077,658.74	716,333.97	361,324.77
W & S Construction Fund	889,596.49	-	-	7,770.00	881,826.49	200,000.00	681,826.49
TOTALS	39,913,379.14	2,789,557.14	-	3,834,476.46	38,868,459.82	30,872,572.15	7,995,887.67

Respectfully Submitted,

 Cash on Hand
 1,475.00

 General Account
 6,154,010.53

 Collectors Account
 1,836,785.07

 Equitable Sharing Fund
 3,617.07

7,995,887.67



# CERTIFICATION OF CAPE GIRARDEAU COUNTY, MISSOURI ELECTION RETURNS APRIL 4, 2023 GENERAL MUNICIPAL ELECTION

April 10, 2023

City of Jackson Liza Walker, City Clerk 101 Court St. Jackson, MO 63755

Ms. Walker,

This is to certify the results of the April 4, 2023 General Municipal Election. The enclosed pages are the Official Results for the April 4, 2023 General Municipal Election.

# CERTIFICATION

State of Missouri ) ) ss. County of Cape Girardeau )

I, Kara Clark Summers, Election Authority for the County of Cape Girardeau, hereby certify the attached documents to be a true, correct, and complete abstract of all the votes cast in said county for all races and ballot issues at the General Municipal Election held on April 4, 2023, as shown by the returns from the different voting precincts in said county, and as verified by the verification board as provided in Section 115.507, RSMo.



**IN TESTIMONY WHEREOF**, I hereunto set my hand and affix the seal of the County, at my office in Jackson, Missouri, this 10th day of April 2023.

monney

Kara Clark Summers County Clerk/Election Authority Cape Girardeau County

#### Election Summary Report GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL RESULTS

Registered Voters 55,118 - Total Ballots 10,032 : 18.20% - Write-in Ballots 509

34 of 34 Precincts Reporting 100.00%

Date: 4/7/2023

Time: 6:06:58 PM CDT

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COUNTY PROPOSITION 1		]	REORGANIZED SCHOOL DIST. R	-II BOARD MEI	MBERS
Number of Precincts	34		Number of Precincts	21	
Precincts Reporting	34	100.00%	Precincts Reporting	21	100.00%
			Vote For 3		
Total Votes	9,917		Total Votes	14,401	
YES	7,361	74.23%	BRANDON PARKER PYLATE	3,125	21.70%
NO	2,556	25.77%	CHRISTINE WARREN	3,369	23.39%
Undervote	113		GREGORY S. FARROW	3,592	24.94%
Overvote	2		BRUCE V. THOMAS	2,426	16.85%
L			DARCY L. LILLEY	1,889	13.12%
CAPE GIRARDEAU COUNTY PUBLIC	CHEALTH C		Undervote	3,524	
TRUSTEES			Overvote	3	
Number of Precincts	34				
Precincts Reporting	34	100.00%	REORGANIZED SCHOOL DIST. R	-II PROPOSITI	ONI
Vote For 2					
Total Votes	16,114		Number of Precincts	21	
DIANE HOWARD	4,919	30.53%	Precincts Reporting	21	100.00%
NANCY K. JOHNSON	4,919	26.20%			
WILLIAM LEWIS		20.20%	Total Votes	5,937	
RICHARD J. SWARTZ	3,246 3,727	23.13%	YES	2,792	47.03%
Undervote	3,924	23.13%	NO	3,145	52.97%
Overvote	26		Undervote	39	02.01 /0
Overvote	20	)	Overvote	0	
CAPE GIRARDEAU NO. 63 SCHOOL	BOARD ME	MBERS	Connect		
	001110 1112		REORGANIZED SCHOOL DIST. R	-II PROPOSITI	ONN
Number of Precincts	17				
Precincts Reporting	17	100.00%	Number of Precincts	21	
Vote For 3			Precincts Reporting	21	100.00%
Total Votes	8,172				
JARED W. RITTER	1,876	22.96%	Total Votes	5,945	
MISSY NIEVEEN PHEGLEY	1,544	18.89%	YES	2,586	43.50%
KIM G. SWARTZ	1,521	18.61%	NO	3,359	56.50%
ROY DIAMOND, JR.	694	8.49%	Undervote	31	
CASEY LEE COOK	1,708	20.90%	Overvote	0	
SOMMER SHARDAE McCAULEY	336	4.11%			
BYRON D. BONNER	493	6.03%			
Undervote	1,770				
Overvote	0				

#### Election Summary Report GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL RESULTS

# Date: 4/7/2023 Time: 6:06:58 PM CDT Page 2/7

Registered Voters 55,118 - Total Ballots 10,032 : 18.20% - Write-in Ballots 509

OAK RIDGE R-VI SCHOOL BOARD	MEMBERS		PWSD #2 BOARD DIRECTORS		
Number of Precincts	8		Number of Precincts	7	
Precincts Reporting	8	100.00%	Precincts Reporting	7	100.00%
Vote For 3			Vote For 2		
Total Votes	843		Total Votes	151	
THOMAS SCHREINER	145	17.20%	John Clippard (WI)	1	0.66%
WHITNEY KAY McFALL	203	24.08%	Jeff Lorberg (WI)	1	0.66%
MARY ANN SEYER	223	26.45%	Josh Southard (WI)	1	0.66%
ANDREW MARTIN	113	13.40%	Carla Southard (WI)	1	0.66%
JEFFREY LINN HAHS	159	18.86%	Ken Spedler (WI)	1	0.66%
Undervote	114		Brandon Bock (WI)	2	1.32%
Overvote	0		Karlios Hinkebein (WI)	19	12.58%
<u> </u>		)	Jacob Jones (WI)	1	0.66%
MEADOW HEIGHTS R-II SCHOOL I		BERS	Bryan Burson (WI)	1	0.66%
			Ray Werner (WI)	1	0.66%
			Adam Brown (WI)	1	0.66%
Number of Precincts	4		Daniel Lies (WI)	1	0.66%
Precincts Reporting	4	100.00%	Eric Sievers (WI)	1	0.66%
Vote For 3	-		Diane Howard (WI)	1	0.66%
Total Votes	0		William Lewis (WI)	1	0.66%
DENNIS R. MOUSER	0	0%	Pam Posey (WI)	1	0.66%
LINDSEY DAVIS PETTON	0	0%	Todd Richards (WI)	1	0.66%
MARY (KATHI) MIINCH	0	0%	Mark Skinner (WI)	1	0.66%
GENA G. WELKER	0	0%	Harold Lundgraff (WI)	1	0.66%
Undervote	0		Kenny Spooler (WI)	14	9.27%
Overvote	0		Cody Pfeiffer (WI)	1	0.66%
<u></u>		)	Kirchhoff (WI)	1	0.66%
NELL HOLCOMB R-IV SCHOOL BC	ARD MEMBE	RS	Jeff Colyer (WI)	1	0.66%
			Dennis Ruch (WI)	1	0.66%
			Melody Ruch (WI)	1	0.66%
Number of Precincts	6		Brian Keller (WI)	2	1.32%
Precincts Reporting	6	100.00%	Ronnie Maxwell (WI)	1	0.66%
Vote For 3	070		Shawn Peetz (WI)	1	0.66%
Total Votes	679		Timothy Adkisson (WI)	1	0.66%
JOSHUA E. CARTER	203	29.90%	Michael Kahle (WI)	1	0.66%
CHRISTINE TOURVILLE	167	24.59%	Betty Borgfield (WI)	1	0.66%
JULIE URZI	131	19.29%	Jacob Turner (WI)	1	0.66%
TAMMY BROCK	178	26.22%	Vernon Davidsen (WI)	1	0.66%
Undervote	191		Bruce Thomas (WI)	1	0.66%
Overvote	0		Derek Ivy (WI)	1	0.66%
		)	Bill Gholson (WI)	1	0.66%

Election Summary Report GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL RESULTS

Date: 4/7/2023 Time: 6:06:58 PM CDT Page 3/7

Registered Voters 55,118 - Total Ballots 10,032 : 18.20% - Write-in Ballots 509

PWSD #2 BOARD DIRECTORS (Continued)			PWSD #2 BOARD DIRECTORS (Continued)		
Number of Precincts	7		Number of Precincts	7	
Precincts Reporting	7	100.00%	Precincts Reporting	7	100.00%
Vote For 2			Vote For 2		
Total Votes	151		Total Votes	151	
Rob Smith (WI)	1	0.66%	Donald Trump (WI)	1	0.66%
Mike Grunloh (WI)	1	0.66%	Donald Trump Jr. (WI)	1	0.66%
Jeremy Ruch (WI)	1	0.66%	Kevin Fredrick (WI)	1	0.66%
Mickey Mouse (WI)	1	0.66%	Spencer Obeck (WI)	1	0.66%
Donald Duck (WI)	1	0.66%	Steve Auffenberg (WI)	1	0.66%
Howard (WI)	1	0.66%	William Rosado (WI)	1	0.66%
Terry Borgfield (WI)	1	0.66%	Tim Simmons (WI)	1	0.66%
Brian Meier (WI)	1	0.66%	James Phillips (WI)	1	0.66%
Jarrod Shlit (WI)	1	0.66%	Cassidy Bumpus (WI)	1	0.66%
Janie Schumacher (WI)	1	0.66%	Mac Armbruster (WI)	1	0.66%
Dan Fieser (WI)	1	0.66%	Jill Spooler (WI)	1	0.66%
Josh Biester (WI)	1	0.66%	Sven Svenson (WI)	1	0.66%
Wayne Brown (WI)	1	0.66%	Brandon Maxfield (WI)	1	0.66%
Dixie Davy (WI)	1	0.66%	Charles R Fluegge (WI)	1	0.66%
Patti Eftink (WI)	1	0.66%	Jay Stortz (WI)	1	0.66%
Penny Rosado (WI)	1	0.66%	Chas Stortz (WI)	1	0.66%
Derek DeSpain (WI)	9	5.96%	Timmy Dale Turner (WI)	1	0.66%
Stan Turner (WI)	1	0.66%	Jerry Ward (WI)	2	1.32%
Brenda Turner (WI)	1	0.66%	Andy Stover (WI)	1	0.66%
Jason Grubbs (WI)	1	0.66%	Kathleen Garcia (WI)	1	0.66%
Harold Schaefer (WI)	1	0.66%	Buck McNeely (WI)	2	1.32%
Robbie (Robert) Smith (WI)	4	2.65%	Curtis Pritchard (WI)	2	1.32%
Paul Findlay (WI)	1	0.66%	Tiffanie Atherton (WI)	1	0.66%
Stacy Langston (WI)	1	0.66%	Justin Kottabi (WI)	1	0.66%
Kenny Hoxworth (WI)	1	0.66%	Ashley Burns (WI)	1	0.66%
Christie Matthews (WI)	3	1.99%	Lane Miller (WI)	1	0.66%
Chris Parker (WI)	1	0.66%	Cal Sutton (WI)	1	0.66%
Barry Pender (WI)	1	0.66%	Dixie Davie (WI)	1	0.66%
Denny Ruch (WI)	1	0.66%	Laura Findlay (WI)	1	0.66%
Tim Ruch (WI)	2	1.32%	Undervote	1,649	
Mike House (WI)	1	0.66%	Overvote	4	
Ken Reihn (WI)	1	0.66%			
Glenn Welker (WI)	1	0.66%			
Mike Putz (WI)	1	0.66%			
Wayne Kistner (WI)	1	0.66%			
Gale Crites (WI)	1	0.66%			

Election Summary Report GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL RESULTS

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Registered Voters 55,118 - Total Ballots 10,032 : 18.20% - Write-in Ballots 509

PWSD 2 QUESTION			EAST COUNTY FPD DIRECTO	RS 2 YEAR UNEX	PIRED
Number of Precincts	7		Number of Precincts	6	
Precincts Reporting	7	100.00%	Precincts Reporting	6	100.00%
			Vote For 2		
Total Votes	826		Total Votes	760	
YES	486	58.84%	RICK HAMM	361	47.50%
NO	340	41.16%	KENNETH G. HEISE	399	52.50%
Undervote	76		Undervote	318	
Overvote	0		Overvote	0	

Number of Precincts Precincts Reporting Vote For 1 Total Votes	7 7 43	100.00%
Jon Taylor (WI)	1	2.33%
John Taylor (WI)	5	11.63%
Eugene Lungwitz (WI)	1	2.33%
Dennis Hemmann (WI)	1	2.33%
Rodney Oehl (WI)	1	2.33%
Richard Buchheit (WI)	1	2.33%
Marvin McMillan (WI)	1	2.33%
Lisa A Seyer (WI)	1	2.33%
James Joggerst (WI)	10	23.26%
Ralph Kranawetter (WI)	1	2.33%
Rodney Bishop (WI)	1	2.33%
Ronnie Oehl (WI)	2	4.65%
Allen Pooker (WI)	1	2.33%
Jane Doe (WI)	1	2.33%
Leonard Fiedler (WI)	1	2.33%
Jimmy Joggerst (WI)	4	9.30%
Paul Kembel (WI)	1	2.33%
Jarrod Suhr (WI)	3	6.98%
Eldon Wilson (WI)	1	2.33%
Jimmy J (WI)	1	2.33%
James (Jimmy) Joggerst (WI)	1	2.33%
Jogger (WI)	1	2.33%
Sven Svenson (WI)	1	2.33%
Glenn Bodenschatz (WI)	1	2.33%
Undervote	299	
Overvote	0	

EAST COUNTY FPD DIRECTOR 6 YEAR	TERM	
Number of Precincts	6	
Precincts Reporting	6	100.00%
Vote For 1		
Total Votes	52	
Mike Todt (WI)	1	1.92%
Rick Hamm (WI)	6	11.54%
Kenneth G Heise (WI)	1	1.92%
Terrence Kelley (WI)	1	1.92%
Steven Peel (WI)	6	11.54%
Jack Maupin (WI)	1	1.92%
William Lewis (WI)	1	1.92%
Kyle Thompson (WI)	1	1.92%
Ron Hess (WI)	1	1.92%
Randy Rains (WI)	1	1.92%
Dwayne Kirchhoff (WI)	2	3.85%
Jeremy Laurentius (WI)	1	1.92%
Vernon Roth (WI)	1	1.92%
Steven Earl Peel (WI)	17	32.69%
Peel (WI)	1	1.92%
Mark Weber (WI)	1	1.92%
Zachary Brock (WI)	2	3.85%
Tammy Brock (WI)	1	1.92%
Christopher Bradley (WI)	1	1.92%
Bob White (WI)	1	1.92%
Rick Herman (WI)	1	1.92%
Micah Janzow (WI)	2	3.85%
John Simmons (WI)	1	1.92%
Undervote	487	
Overvote	0	

#### Election Summary Report GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL RESULTS

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Registered Voters 55,118 - Total Ballots 10,032 : 18.20% - Write-in Ballots 509

GORDONVILLE FPD DIRECTOR			GORDONVILLE FPD DIRECTOR (Continued)		
Number of Precincts	8		Number of Precincts	8	
Precincts Reporting	8	100.00%	Precincts Reporting	8	100.00%
Vote For 2			Vote For 2		
Total Votes	766		Total Votes	766	
SHAWN MORRIS	711	92.82%	Justin Siemers (WI)	2	0.26%
Dawson Southard (WI)	2	0.26%	Kenneth Chapman (WI)	1	0.13%
Brad Burgess (WI)	3	0.39%	Michael Crawford (WI)	1	0.13%
Mark Koerber (WI)	1	0.13%	John Rogers (WI)	2	0.26%
Austin Clark (WI)	1	0.13%	Adam Farmer (WI)	1	0.13%
Robert Francis (WI)	2	0.26%	Susanne Bonds (WI)	1	0.13%
Chad Armstrong (WI)	1	0.13%	Jim Webb (WI)	1	0.13%
Brad Henderson (WI)	1	0.13%	Michael Gentry (WI)	1	0.13%
Bryan Austin (WI)	1	0.13%	Steve Oberman (WI)	1	0.13%
Jeff Thieret (WI)	1	0.13%	Undervote	1,050	
Matt Neal (WI)	1	0.13%	Overvote	0	
Josh Biester (WI)	1	0.13%	<u></u>		
Jack Cook (WI)	1	0.13%	CAPE SPECIAL ROAD COMMISSION	=R	
Kevin Schneider (WI)	1	0.13%			
Jim Kaempfer (WI)	1	0.13%			
ME (WI)	1	0.13%	Number of Precincts	20	
Stan Johnson (WI)	1	0.13%	Precincts Reporting	20	100.00%
Robert Kelley (WI)	1	0.13%	Vote For 1	0.000	
Ron Gilmore (WI)	1	0.13%	Total Votes	3,286	
Greg Campbell (WI)	2	0.26%	JON M KASTEN	1,921	58.46%
EBJ (WI)	1	0.13%	DWAYNE KIRCHHOFF	1,365	41.54%
Bob Fisher (WI)	1	0.13%	Undervote	859	
Jerry Seimers (WI)	1	0.13%	Overvote	5	
Mark Koeber (WI)	1	0.13%	<u></u>		
Randy Morris (WI)	1	0.13%	CAPE GIRARDEAU CITY QUESTION		
Doug Randol (WI)	1	0.13%			
Todd Blattel (WI)	4	0.52%			
Yogi Bear (WI)	1	0.13%	Number of Precincts	14	
Tylerr Lorberg (WI)	1	0.13%	Precincts Reporting	14	100.00%
Dalton Hull (WI)	1	0.13%		0.000	
Aaron Foote (WI)	1	0.13%	Total Votes	3,303	
Chad Williams (WI)	1	0.13%	YES	2,427	73.48%
Wib Welker (WI)	2	0.26%	NO	876	26.52%
RC Hull (WI)	1	0.13%	Undervote	63	
Ron Eftink (WI)	1	0.13%	Overvote	0	
Mellvin Turner Jr. (WI)	1	0.13%			

Election Summary Report GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL RESULTS

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Registered Voters 55,118 - Total Ballots 10,032 : 18.20% - Write-in Ballots	
509	

000					
JACKSON MAYOR			JACKSON WARD 4 ALDERMAN		
Number of Precincts	6		Number of Precincts	3	
Precincts Reporting	6	100.00%	Precincts Reporting	3	100.00%
Vote For 1			Vote For 1		
Total Votes	2,127		Total Votes	464	
DWAIN L. HAHS	2,127	100.00%	TOMMY KIMBEL	207	44.61%
Undervote	546		SHANA WILLIAMS	257	55.39%
Overvote	0		Undervote	86	
			Overvote	0	
JACKSON WARD 1 ALDERMAN			JACKSON QUESTION 1		~~~~~
Number of Precincts	3				
Precincts Reporting	3	100.00%	Number of Precincts	6	
Vote For 1			Precincts Reporting	6	100.00%
Total Votes	517		Tably Com	0.004	
WANDA YOUNG	517	100.00%	Total Votes	2,604	
Undervote	154		YES	1,993	76.54%
Overvote	0	J	NO	611	23.46%
			Undervote	67	
JACKSON WARD 2 ALDERMAN			Overvote	2	
Number of Precincts	3		DELTA ALDERMAN		
Precincts Reporting	3	100.00%			
Vote For 1			Number of Precincts	3	
Total Votes	478		Precincts Reporting	3	100.00%
DAVID M. HITT	478	100.00%	Vote For 2		
Undervote	132	100.0070	Total Votes	61	
Overvote	0		TRAVIS J. KEYS	34	55.74%
		)	MARY JO (MENZ) BARLOW	27	44.26%
JACKSON WARD 3 ALDERMAN			Undervote	17	
			Overvote	0	
Number of Precincts	3				
Precincts Reporting	3	100.00%			
Vote For 1					
Total Votes	669				
KATY LILEY	669	100.00%			
Undervote	173				
Overvote	0				

Election Summary Report GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL RESULTS

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Registered Voters 55,118 - Total Ballots 10,032 : 18.20% - Write-in Ballots 509

OAK RIDGE TRUSTEES			POCAHONTAS TRUSTEES 2 YEAR	TERM	
Number of Precincts Precincts Reporting Vote For 2	3 3	100.00%	Number of Precincts Precincts Reporting Vote For 3	3 3	100.00%
Total Votes	10		Total Votes	15	
Dale Volz (WI)	1	10.00%	Richard Winter (WI)	4	26.67%
Terry Houston (WI)	1	10.00%	Mark Kasten (WI)	4	26.67%
Donald England (WI)	3	30.00%	Tyrone Turner (WI)	1	6.67%
Don Henry (WI)	1	10.00%	April Whiteside (WI)	4	26.67%
Travis McFall (WI)	1	10.00%	Bill Holly (WI)	1	6.67%
Jessica Schoen (WI)	1	10.00%	Tammy West (WI)	1	6.67%
Charley Schoen (WI)	1	10.00%	Undervote	27	
Roy Reeves (WI)	1	10.00%	Overvote	0	J
Undervote	32				
Overvote	0	]	POCAHONTAS TRUSTEES 1 YEAR	TERM	
OLD APPLETON TRUSTEES			Number of Precincts	3	
			Precincts Reporting	3	100.00%
Number of Precincts	3		Vote For 2		
Precincts Reporting	3	100.00%	Total Votes	10	
Vote For 3	-			1	10.00%
Total Votes	16		April Whiteside (WI)	3	30.00%
	4	25.00%	Shannon McHughes (WI) Tyrone Turner (WI)	3	30.00%
Kohl Cavanah (WI) Gerald Schumer (WI)	4 5	31.25%	Jeremy Engelhart (WI)	1	10.00%
Olivia Ruiz (WI)	4	25.00%	Tammy West (WI)	1	10.00%
Theresa Amschler (WI)	2	12.50%	Bill Holly (WI)	1	10.00%
Austin Worthy (WI)	1	6.25%	Undervote	18	
Undervote	8	0.2070	Overvote	0	
Overvote	0				
		)	GORDONVILLE TRUSTEES		
			Number of Precincts	3	
			Precincts Reporting	3	100.00%
			Vote For 2		
			Total Votes	143	
			JIM WEBB	69	48.25%
			JON FRIEDRICH	74	51.75%
			Undervote	59	
			Overvote	0	

Statement of Votes Cast GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL STATEMENT OF VOTES CAST

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# COUNTY PROPOSITION 1

Absentee     3096     0     -     0       Provisional     3096     0     -     0     -       CAPE PRECINCT 2A       Normal     1504     110     67     60.91%     43     39.09%       Absentee     1504     0     0     -     0     -       Provisional     1504     0     0     -     0     -       CAPE PRECINCT 3C     1201     51     37     72.55%     14     27.45%	Under votes
Votes         Votes         YES         NO         votes           Jurisdiction Wide CAPE PRECINCT 1         3096         250         154         61.60%         96         38.40%         96           Absentee         3096         0         0         -         0         -         0           Provisional         3096         0         0         -         0         -         0           CAPE PRECINCT 2A         3096         0         0         -         0         -         0           Normal         1504         110         67         60.91%         43         39.09%         0           Absentee         1504         0         0         -         0         -         0           Provisional         1504         0         0         -         0         -         0           CAPE PRECINCT 3C         1201         51         37         72.55%         14         27.45%         0	votes
Votes         Vetes         YES         NO         votes           Jurisdiction Wide CAPE PRECINCT 1 Normal         3096         250         154         61.60%         96         38.40%         96           Absentee         3096         0         0         -         0         -         0           Provisional         3096         0         0         -         0         -         0           CAPE PRECINCT 2A Normal         1504         110         67         60.91%         43         39.09%         0           Absentee         1504         0         0         -         0         -         0           CAPE PRECINCT 2A Normal         1504         0         0         -         0         0	votes
Votes         Vetes         YES         NO         votes           Jurisdiction Wide CAPE PRECINCT 1 Normal         3096         250         154         61.60%         96         38.40%         96           Absentee         3096         0         0         -         0         -         0           Provisional         3096         0         0         -         0         -         0           CAPE PRECINCT 2A Normal         1504         110         67         60.91%         43         39.09%         0           Absentee         1504         0         0         -         0         -         0           CAPE PRECINCT 2A Normal         1504         0         0         -         0         0	0 (0 (0 (0 (0 (0 (0 (0 (0 (0 (0 (0 (0 (0
Jurisdiction Wide       CAPE PRECINCT 1         Normal       3096       250       154       61.60%       96       38.40%         Absentee       3096       0       0       -       0       -       0         Provisional       3096       0       0       -       0       -       0         CAPE PRECINCT 2A       3096       0       0       -       0       -       0         Normal       1504       110       67       60.91%       43       39.09%       0         Absentee       1504       0       0       -       0       -       0         Provisional       1504       0       0       -       0       -       0         CAPE PRECINCT 3C       1201       51       37       72.55%       14       27.45%       0	
CAPE PRECINCT 1       3096       250       154       61.60%       96       38.40%       96         Absentee       3096       0       0       -       0       -       96         Provisional       3096       0       0       -       0       -       96         CAPE PRECINCT 2A       3096       0       0       -       0       -       96         Normal       1504       110       67       60.91%       43       39.09%       96         Absentee       1504       0       0       -       0       -       96         Provisional       1504       0       0       -       0       -       96         CAPE PRECINCT 3C       0       0       -       0       -       96       97       96         Normal       1201       51       37       72.55%       14       27.45%       97	
Absentee     3096     0     0     0       Provisional     3096     0     0     -     0       CAPE PRECINCT 2A     -     -     0     -       Normal     1504     110     67     60.91%     43     39.09%       Absentee     1504     0     0     -     0     -       Provisional     1504     0     0     -     0     -       CAPE PRECINCT 3C     -     -     0     -     0       Normal     1201     51     37     72.55%     14     27.45%	
Provisional     3096     0     -     0     -       CAPE PRECINCT 2A     -     -     -     -     -       Normal     1504     110     67     60.91%     43     39.09%       Absentee     1504     0     0     -     0     -       Provisional     1504     0     0     -     0     -       CAPE PRECINCT 3C     -     -     0     -     0       Normal     1201     51     37     72.55%     14     27.45%	0 ( 0 - (
CAPE PRECINCT 2A       1504       110       67       60.91%       43       39.09%         Normal       1504       0       0       -       0       -       0         Absentee       1504       0       0       -       0       -       0         Provisional       1504       0       0       -       0       -       0         CAPE PRECINCT 3C       Normal       1201       51       37       72.55%       14       27.45%	0 2
Normal         1504         110         67         60.91%         43         39.09%           Absentee         1504         0         0         -	0 0
Absentee     1504     0     -     0     -       Provisional     1504     0     0     -     0     -       CAPE PRECINCT 3C     1201     51     37     72.55%     14     27.45%	0 0
Provisional         1504         0         -	-
CAPE PRECINCT 3C Normal 1201 51 37 72.55% 14 27.45%	0 0
Normal 1201 51 37 72.55% 14 27.45%	υ (
Absentee 1201 0 0 - 0 -	0 ·
	0 0
Provisional 1201 0 0 - 0 -	0 0
CAPE PRECINCT 2B	
Normal 2231 141 101 71.63% 40 28.37%	0 0
Absentee 2231 0 0 - 0 -	0 0
Provisional 2231 0 0 - 0 -	0 0
CAPE PRECINCT 3B	
Normal 667 45 28 62.22% 17 37.78%	0 0
Absentee 667 0 0 - 0 -	0 (
Provisional 667 0 0 - 0 -	0 0
CAPE PRECINCT 3A	
Normal 1484 175 131 74.86% 44 25.14%	0 2
Absentee 1484 0 0 - 0 -	0 0
Provisional 1484 0 0 - 0 -	0 0
CAPE PRECINCT 5C	
Normal 1059 123 84 68.29% 39 31.71%	0 3
Absentee 1059 0 0 - 0 -	0 0
Provisional 1059 0 0 - 0 -	0 0
CAPE PRECINCT 4A	
Normal 2692 536 437 81.53% 99 18.47%	0 3
Absentee 2692 0 0 - 0 -	0 0
Provisional 2692 0 0 - 0 -	0 0
CAPE PRECINCT 4B	
Normal 2381 428 324 75.70% 104 24.30%	1 6
Absentee 2381 0 0 - 0 -	0 0
Provisional 2381 0 0 - 0 -	0 0

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#### Statement of Votes Cast GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL STATEMENT OF VOTES CAST

## JACKSON MAYOR

Provisional         2695         0         0         -         0         0           BYRD 2         .         .         .         .         .         .         0         .         0         .         0         0         .         0         0         .         0         0         .         0         0         .         0         0         .         0							
BYRD 1         2695         479         479         100.00%         0         121           Absentee         2695         0         0         -         0         0           Provisional         2695         0         0         -         0         0           BYRD 2         -         0         0         -         0         0           Normal         2694         448         448         100.00%         0         100           Absentee         2694         0         0         -         0         0           Provisional         2694         0         0         -         0         0           BYRD 3         -         -         0					L.	••••	
Normal         2695         479         479         100.00%         0         121           Absentee         2695         0         0         -         0         0           Provisional         2695         0         0         -         0         0           BYRD 2         -         -         0         0         0         -         0         0           BYRD 2         -         -         2694         0         0         -         0         0           Absentee         2694         0         0         -         0	Jurisdiction Wide						
Absentee         2695         0 <th< td=""><td>BYRD 1</td><td></td><td></td><td></td><td></td><td></td><td></td></th<>	BYRD 1						
Provisional         2695         0         0         -         0         0           BYRD 2         .         .         .         .         .         .         0         .         0         .         0         0         .         0         0         .         0         0         .         0         0         .         0         0         .         0	Normal	2695	479	479	100.00%	C	121
BYRD 2       2694       448       448       100.00%       0       100         Absentee       2694       0       0       -       0       0         Provisional       2694       0       0       -       0       0         BYRD 3       2694       0       0       -       0       0         BYRD 3       2874       616       616       100.00%       0       151         Absentee       2874       0       0       -       0       0         Provisional       2874       0       0       -       0       0         BYRD 4       2874       0       0       -       0       0         Normal       2458       380       380       100.00%       0       120         Absentee       2458       0       0       -       0       0         Provisional       2458       0       0       -       0       0         Absentee       0       32       32       100.00%       0       0         Provisional       0       1       1       100.00%       0       0         Absentee       0       171<	Absentee	2695	0	0	-	C	0 0
Normal         2694         448         448         100.00%         0         100           Absentee         2694         0         0         -         0         0           Provisional         2694         0         0         -         0         0           BYRD 3         .         .         .         0         0         -         0         0           BYRD 3         .         .         .         .         .         0         0         -         0         0           Provisional         2874         0         0         -         0	Provisional	2695	0	0	-	C	0 0
Absentee       2694       0       0       -       0       0         Provisional       2694       0       0       -       0       0         BYRD 3	BYRD 2						
Provisional       2694       0       0       -       0       0         BYRD 3	Normal	2694	448	448	100.00%	C	100
BYRD 3       2874       616       616       100.00%       0       151         Absentee       2874       0       0       -       0       0         Provisional       2874       0       0       -       0       0         BYRD 4       2874       0       0       -       0       0         Normal       2458       380       380       100.00%       0       120         Absentee       2458       0       0       -       0       0         Provisional       2458       0       0       -       0       0         Provisional       2458       0       0       -       0       0         Normal       0       32       32       100.00%       0       9         Absentee       0       0       0       -       0       0         Provisional       0       1       1       100.00%       0       0         Absentee       0       171       171       100.00%       0       45         Provisional       10721       1955       100.00%       0       501         Absentee       10721       171 <td>Absentee</td> <td>2694</td> <td>0</td> <td>0</td> <td>-</td> <td>C</td> <td>0 0</td>	Absentee	2694	0	0	-	C	0 0
Normal         2874         616         616         100.00%         0         151           Absentee         2874         0         0         -         0         0           Provisional         2874         0         0         -         0         0           BYRD 4         2874         0         0         -         0         0         0           Normal         2458         380         380         100.00%         0         120           Absentee         2458         0         0         -         0         0           Provisional         2458         0         0         -         0         0           CENTRAL POLL          -         0         0         0         -         0         0           Normal         0         32         32         100.00%         0         9         4/td>         0	Provisional	2694	0	0	-	C	0 0
Absentee       2874       0       0       -       0       0         Provisional       2874       0       0       -       0       0         BYRD 4       100.00%       0       120         Normal       2458       380       380       100.00%       0       120         Absentee       2458       0       0       -       0       00         Provisional       2458       0       0       -       0       00         CENTRAL POLL       2458       0       0       -       0       00         Normal       0       32       32       100.00%       0       9         Absentee       0       0       0       -       0       0         Provisional       0       1       1       100.00%       0       0         Absentee       0       171       171       100.00%       0       45         Provisional       0       0       0       -       0       0         Absentee       10721       1955       1955       100.00%       45         Provisional       10721       171       171       100.00%	BYRD 3						
Provisional       2874       0       0       -       0       0         BYRD 4       2458       380       380       100.00%       0       120         Normal       2458       380       0       -       0       0         Absentee       2458       0       0       -       0       0         Provisional       2458       0       0       -       0       0         CENTRAL POLL       2458       0       0       -       0       0         Normal       0       32       32       100.00%       0       9         Absentee       0       0       0       -       0       0         Provisional       0       1       1       100.00%       0       0         Absentee       0       171       171       100.00%       0       45         Provisional       0       0       0       -       0       0         Absentee       0       171       171       100.00%       0       501         Absentee       10721       1955       100.00%       0       501         Absentee       10721       171	Normal	2874	616	616	100.00%	C	151
BYRD 4         2458         380         380         100.00%         0         120           Absentee         2458         0         0         -         0         0           Provisional         2458         0         0         -         0         0           Provisional         2458         0         0         -         0         0           CENTRAL POLL          0         32         32         100.00%         0         9           Absentee         0         0         32         32         100.00%         0         9           Absentee         0         0         0         -         0         0         0         9           Absentee         0         1         1         100.00%         0	Absentee	2874	0	0	-	C	0 0
Normal         2458         380         380         100.00%         0         120           Absentee         2458         0         0         -         0 <t< td=""><td>Provisional</td><td>2874</td><td>0</td><td>0</td><td>-</td><td>C</td><td>0 0</td></t<>	Provisional	2874	0	0	-	C	0 0
Absentee       2458       0       0       -       0       0         Provisional       2458       0       0       -       0       0         CENTRAL POLL       0       32       32       100.00%       0       9         Absentee       0       0       0       0       0       0       0         Provisional       0       1       1       100.00%       0       0       0         Absentee       0       0       0       -       0       0       0       0         Absentee       0       1       1       100.00%       0       0       0       0         Absentee       0       171       171       100.00%       0       45         Provisional       0       0       0       -       0       0         Normal       10721       1955       1955       100.00%       0       501         Absentee       10721       171       171       100.00%       0       0         Normal       10721       1       1       100.00%       0       0	BYRD 4						
Provisional         2458         0         0         -         0         0           CENTRAL POLL         0         32         32         100.00%         0         9           Absentee         0         0         0         0         0         0         9           Absentee         0         0         0         0         0         0         0         0           Provisional         0         1         1         100.00%         0 <td>Normal</td> <td>2458</td> <td>380</td> <td>380</td> <td>100.00%</td> <td>C</td> <td>120</td>	Normal	2458	380	380	100.00%	C	120
CENTRAL POLL       0       32       32       10.00%       0       9         Normal       0       32       32       100.00%       0       9         Absentee       0       0       0       -       0       0         Provisional       0       1       1       100.00%       0       0         ABSENTEE       0       0       0       -       0       0         Normal       0       0       0       -       0       0         Absentee       0       171       171       100.00%       0       45         Provisional       0       0       0       -       0       0         Total       10721       1955       1955       100.00%       0       501         Absentee       10721       171       171       100.00%       0       0         Provisional       10721       1       1       100.00%       0       0	Absentee	2458	0	0	-	C	0 0
Normal         0         32         32         100.00%         0         9           Absentee         0	Provisional	2458	0	0	-	C	0 0
Absentee     0     0     0     0     0       Provisional     0     1     1     100.00%     0       ABSENTEE     0     0     0     -     0     0       Normal     0     0     0     -     0     0       Absentee     0     171     171     100.00%     0     45       Provisional     0     0     0     -     0     0       Total     10721     1955     1955     100.00%     0     501       Absentee     10721     171     171     100.00%     0     45       Provisional     10721     171     171     100.00%     0     0	CENTRAL POLL						
Provisional     0     1     1     100.00%     0     0       ABSENTEE     0     0     0     0     0     0       Normal     0     0     0     0     0     0       Absentee     0     171     171     100.00%     0     455       Provisional     0     0     0     0     0     0       Total     10721     1955     1955     100.00%     0     501       Absentee     10721     171     171     100.00%     0     455       Provisional     10721     1     1     100.00%     0     0	Normal	0	32	32	100.00%	C	) 9
ABSENTEE       0       0       0       -       0       0         Absentee       0       171       171       100.00%       0       45         Provisional       0       0       0       -       0       0         Total       10721       1955       1955       100.00%       0       501         Absentee       10721       171       171       100.00%       0       45         Provisional       10721       171       171       100.00%       0       0	Absentee	0	0	0	-	C	0 0
Normal         0         0         0         -         0         0           Absentee         0         171         171         100.00%         0         45           Provisional         0         0         0         0         -         0         0           Total         10721         1955         1955         100.00%         0         501           Absentee         10721         171         171         100.00%         0         455           Provisional         10721         1         1         100.00%         0         0	Provisional	0	1	1	100.00%	C	) 0
Absentee         0         171         171         100.00%         0         45           Provisional         0         0         0         -         0         0           Total         10721         1955         1955         100.00%         0         501           Absentee         10721         171         171         100.00%         0         45           Provisional         10721         1         1         100.00%         0         0	ABSENTEE						
Provisional         0         0         0         -         0         0           Total         10721         1955         1955         100.00%         0         501           Absentee         10721         171         171         100.00%         0         45           Provisional         10721         1         1         100.00%         0         0	Normal	0	0	0	-	C	0 0
Total         10721         1955         1955         100.00%         0         501           Absentee         10721         171         171         100.00%         0         45           Provisional         10721         1         1         100.00%         0         0	Absentee	0	171	171	100.00%	C	45
Normal         10721         1955         100.00%         0         501           Absentee         10721         171         171         100.00%         0         45           Provisional         10721         1         1         100.00%         0         0	Provisional	0	0	0	-	C	0 0
Absentee         10721         171         171         100.00%         0         45           Provisional         10721         1         1         100.00%         0         0	Total						
Provisional 10721 1 1 100.00% 0 0	Normal	10721	1955	1955	100.00%	C	501
Trovisional	Absentee	10721	171	171	100.00%	C	45
Total 10721 2127 2127 100.00% 0 546	Provisional	10721	1	1	100.00%	C	0 0
	Total	10721	2127	2127	100.00%	C	546

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#### Statement of Votes Cast GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL STATEMENT OF VOTES CAST

	Reg. Voters	Total Votes	WANDA YOUNG		Over votes	Under votes
Jurisdiction Wide						
BYRD 1						
Normal	2695			100.00%		
Absentee	2695	-	0	-	(	
Provisional	2695	0	0	-	(	) 0
CENTRAL POLL						
Normal	0	7	7	100.00%	(	) 2
Absentee	0	0	0	-	(	) 0
Provisional	0	0	0	-	(	) 0
ABSENTEE						
Normal	0	0	0	-	(	) 0
Absentee	0	50	50	100.00%	(	) 12
Provisional	0	0	0	-	(	) 0
Total						
Normal	2695	467	467	100.00%	(	) 142
Absentee	2695	50	50	100.00%	(	) 12
Provisional	2695	0	0	-	(	) 0
Total	2695	517	517	100.00%	(	) 154

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#### Statement of Votes Cast GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL STATEMENT OF VOTES CAST

	Reg. Voters	Total Votes	DAVID N HITT	И.	Over votes	Under votes
Jurisdiction Wide BYRD 2						
Normal	2694	436	436	100.00%	C	) 112
Absentee	2694	0	0	-	. C	) 0
Provisional	2694	0	0	-	C C	) 0
CENTRAL POLL						
Normal	0	6	6	100.00%	C	) 2
Absentee	0	0	0	-	C	) 0
Provisional	0	1	1	100.00%	C	) 0
ABSENTEE						
Normal	0	0	0	-	C C	) 0
Absentee	0	35	35	100.00%	C	) 18
Provisional	0	0	0	-	C C	) 0
Total						
Normal	2694			100.00%	-	
Absentee	2694		35	100.00%		
Provisional	2694			100.00%		-
Total	2694	478	478	100.00%	C	) 132

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#### Statement of Votes Cast GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL STATEMENT OF VOTES CAST

	Reg. Voters	Total Votes	KATY LI	LEY	Over votes	Under votes
Jurisdiction Wide						
BYRD 3						
Normal	2874	611	611	100.00%	0	156
Absentee	2874	0	0	-	0	C
Provisional	2874	0	0	-	0	C
CENTRAL POLL						
Normal	0	9	9	100.00%	0	3
Absentee	0	0	0	-	0	0
Provisional	0	0	0	-	0	0
ABSENTEE						
Normal	0	0	0	-	0	0
Absentee	0	49	49	100.00%	0	14
Provisional	0	0	0	-	0	0
Total						
Normal	2874	620	620	100.00%	0	159
Absentee	2874	49	49	100.00%	0	14
Provisional	2874	0	0	-	0	0
Total	2874	669	669	100.00%	0	173

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#### Statement of Votes Cast GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL STATEMENT OF VOTES CAST

				N				
Dee	Tatal			CLIANIA		0	 	
		-					-	
Voters	Votes	KIMBEL		WILLIAM	S	votes	votes	s
2458	423	3 189	44.68%	234	55.32%		0	77
2458	(	) 0	-	0	-		0	0
2458	(	) 0	-	0	-		0	0
0	ç	) 1	11.11%	8	88.89%		0	3
0	(	) 0	-	0	-		0	0
0	(	) 0	-	0	-		0	0
0	(	) 0	-	0	-		0	0
0	32	2 17	53.12%	15	46.88%		0	6
0	(	) 0	-	0	-		0	0
2458	432	2 190	43.98%	242	56.02%		0	80
2458	32	2 17	53.12%	15	46.88%		0	6
2458	(	) 0	-	0	-		0	0
2458	464	207	44.61%	257	55.39%		0	86
	2458 2458 0 0 0 0 0 0 0 0 0 2458 2458 2458 2458	Voters         Votes           2458         423           2458         6           2458         6           2458         6           0         5           0         6           0         6           0         6           0         6           0         6           0         7           0         7           2458         432           2458         32           2458         32           2458         6	Voters         Votes         KIMBEL           2458         423         189           2458         0         0           2458         0         0           2458         0         0           0         9         1           0         0         0           0         0         0           0         0         0           0         0         0           0         0         0           2458         432         190           2458         32         17           2458         0         0	Votes         KIMBEL           2458         423         189         44.68%           2458         0         0         -           2458         0         0         -           2458         0         0         -           0         9         1         11.11%           0         0         0         -           0         0         0         -           0         0         0         -           0         0         0         -           0         0         0         -           2458         432         190         43.98%           2458         32         17         53.12%           2458         0         0         -	Votes         KIMBEL         WILLIAM           2458         423         189         44.68%         234           2458         0         0         -         0           2458         0         0         -         0           2458         0         0         -         0           0         9         1         11.11%         8           0         0         0         -         0           0         0         0         -         0           0         0         0         -         0           0         0         0         -         0           0         0         0         -         0           0         0         0         -         0           0         0         0         -         0           0         0         0         -         0           2458         432         190         43.98%         242           2458         32         17         53.12%         15           2458         0         0         -         0	Voters         Votes         KIMBEL         WILLIAMS           2458         423         189         44.68%         234         55.32%           2458         0         0         -         0         -           2458         0         0         -         0         -           2458         0         0         -         0         -           0         9         1         11.11%         8         88.89%           0         0         0         -         0         -           0         0         0         -         0         -           0         0         0         -         0         -           0         0         0         -         0         -           0         0         0         -         0         -           0         0         0         -         0         -           2458         432         190         43.98%         242         56.02%           2458         32         17         53.12%         15         46.88%           2458         0         0         -         0         -	Votes         KIMBEL         WILLIAMS         votes           2458         423         189         44.68%         234         55.32%           2458         0         0         -         0         -           2458         0         0         -         0         -           2458         0         0         -         0         -           2458         0         0         -         0         -           0         9         1         11.11%         8         88.89%           0         0         0         -         0         -           0         0         0         -         0         -           0         0         0         -         0         -           0         0         0         -         0         -           0         0         0         -         0         -           2458         432         190         43.98%         242         56.02%           2458         32         17         53.12%         15         46.88%           2458         0         0         -         0         - <td>Voters         Votes         KIMBEL         WILLIAMS         votes         votes           2458         423         189         44.68%         234         55.32%         0           2458         0         0         -         0         -         0           2458         0         0         -         0         -         0           0         9         1         11.11%         8         88.89%         0           0         9         1         11.11%         8         88.89%         0           0         0         0         -         0         -         0           0         0         0         -         0         -         0           0         0         0         -         0         -         0           0         0         0         -         0         -         0           0         0         0         -         0         -         0           2458         432         190         43.98%         242         56.02%         0           2458         0         0         -         0         -         0</td>	Voters         Votes         KIMBEL         WILLIAMS         votes         votes           2458         423         189         44.68%         234         55.32%         0           2458         0         0         -         0         -         0           2458         0         0         -         0         -         0           0         9         1         11.11%         8         88.89%         0           0         9         1         11.11%         8         88.89%         0           0         0         0         -         0         -         0           0         0         0         -         0         -         0           0         0         0         -         0         -         0           0         0         0         -         0         -         0           0         0         0         -         0         -         0           2458         432         190         43.98%         242         56.02%         0           2458         0         0         -         0         -         0

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Statement of Votes Cast GENERAL MUNICIPAL ELECTION CAPE GIRARDEAU COUNTY, MISSOURI TUESDAY, APRIL 4, 2023 April 4 2023 Municipal Election OFFICIAL STATEMENT OF VOTES CAST

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# JACKSON QUESTION 1

	0/10/10							
		I	I				1	1
	Reg.	Total					Over	Under
	Voters	Votes	YES		NO		votes	votes
Jurisdiction Wide								
BYRD 1								
Normal	2695	580	436	75.17%	144	24.83%		1 19
Absentee	2695	0	0	-	0	-	(	0 C
Provisional	2695	0	0	-	0	-	(	0 C
BYRD 2								
Normal	2694	540	419	77.59%	121	22.41%	(	) 8
Absentee	2694	0	0	-	0	-	(	0 C
Provisional	2694	0	0	-	0	-	(	0 C
BYRD 3								
Normal	2874	749	585	78.10%	164	21.90%		1 17
Absentee	2874	0	0	-	0	-	(	0 0
Provisional	2874	0	0	-	0	-	(	0 0
BYRD 4								
Normal	2458	491	362	73.73%	129	26.27%	(	) 9
Absentee	2458	0	0	-	0	-	(	0 0
Provisional	2458	0	0	-	0	-	(	0 0
CENTRAL POLL								
Normal	0	37	26	70.27%	11	29.73%	(	) 4
Absentee	0	0	0	-	0	-	(	0 0
Provisional	0	1	1	100.00%	0	-	(	0 0
ABSENTEE								
Normal	0	0	0	-	0	-	(	0 0
Absentee	0	206	164	79.61%	42	20.39%	(	0 10
Provisional	0	0	0	-	0	-	(	0 0
Total								
Normal	10721	2397	1828	76.26%	569	23.74%		2 57
Absentee	10721	206		79.61%	42	20.39%		0 10
Provisional	10721	1			0			0 0
Total	10721	2604		76.54%	611	23.46%		2 67

# **CITY OF JACKSON, MISSOURI** PUBLIC WORKS TILE/CARPET REPLACEMENT PROJECT **PROPOSAL SHEET**

Note: Please return this page as a cover sheet with each copy of your submittal.

Main Street Flooring proposes to furnish all labor, equipment, and materials for the PUBLIC WORKS TILE/CARPET REPLACEMENT PROJECT and to perform all related work as provided for and in accordance with the specifications and proposal documents for the following prices:

BASE BID:

\$ [509,7] proposed amount for the Public Works Tile/Carpet Replacement Project.

The undersigned, an authorized agent of his/her company, hereby certifies:

() familiarization with all terms, conditions, and specifications herein stated; and

() company is qualified to perform work and services as included.

Submitted on March 15, 2023.

Name of company: Main Street Flooring

Business address: 412 E Main, Sachson MD 63755

Phone number: 573-243-888

Fax number: 573-243-1391

<u>Aonna J Cuck</u> Signature of Contractor's Authorized Representative

Printed Name of Contractor's Authorized Representative

# AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND MAIN STREET FLOORING & INTERIORS, LLC, OF JACKSON, MISSOURI, RELATIVE TO THE PUBLIC WORKS TILE/CARPET REPLACEMENT PROJECT; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

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

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it

advisable to enter into said contract.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the contract marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **Main Street Flooring & Interiors**,

**LLC, of Jackson, Missouri.** It is the belief of the Mayor and Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri, that the City enters into said contract.

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

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

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

Item 10.

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: April 17, 2023.

SECOND READING: April 17, 2023.

PASSED AND APPROVED this 17th day of April, 2023, by a vote of \_ ayes, \_ nays, \_ abstentions and \_ absent.

# CITY OF JACKSON, MISSOURI

(SEAL)

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

Mayor

ATTEST:

City Clerk

Item 10.

# EXHIBIT

# CONTRACT AGREEMENT

**THIS CONTRACT** (the "**Contract**") is entered into this 3rd day of 4prt, 20, 23,

by and between the *CITY OF JACKSON, MISSOURI*, Owner of the Project, hereinafter referred to as "City," and

# Main Street Flooring + Interiors

hereinafter referred to as "**Contractor**," in connection with that work or improvement known as the Public Works Tile/Carpet Replacement Project to be completed for the City located at 101 Court Street.

WHEREAS, the City has selected the aforesaid Contractor for the Project and by Ordinance No. has awarded the Contractor the Contract for the amount named in the proposal/bid from the Contractor dated <u>March 13, 2023</u>, a copy of which is incorporated herein.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project including the Proposal Specifications and Proposal are incorporated herein and shall describe this Project and nothing herein shall modify said Contract Documents. The Contract Documents may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- B. The Contractor shall perform the Work in compliance with the Contract Documents that may also consist of such special provisions, addendums, appendices, plans, and specifications as may be necessary for the Project.
- C. The Contractor shall supply all labor and materials necessary to complete all of the Work as described in the Contract Documents.
- D. The Work shall be commenced and completed according to the Project schedule, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- E. The City shall pay the Contractor for performance of the Work, subject to additions and deductions as provided in the Contract Documents, the Contract Price of

\$ 1509.71 (figures) One thousand five hundred nine dollars + seventy-one cents (words)

more fully described in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

CITY:

City of Jackson, Missouri

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

Address: 101 Court Street Jackson, Missouri 63755

CONTRACTOR:

Main Street Flooring Contractor Name

mna I Cick Signature

ATTEST:

onna I Cub

Signature

Donna S Cook Member Printed Name and Title

Address:

412 E Main Jackson MD 63755

## City of Jackson, Missouri Combined Waterworks and Sewerage System Revenue Bonds Series 2023 - \$3,500,000

Mayor Hahs and Board of Aldermen,

We serve as financial advisor to the City and assist staff with the issuance of various bonds and lease obligations. The Series 2023 bonds represent the final portion of a total amount of \$11,500,000 previously approved by the voters on August 4, 2015. Consistent with prior transactions, the Series 2023 bonds are being issued via a direct bank placement. On March 16, 2023, a Request for Terms was emailed to twelve local/regional financial institutions and three responses were received on April 3<sup>rd</sup>. Responses were received (in alphabetical order) from Commerce Bank, First State Community Bank, and Regions Bank.

#### Recommendation

Based on the three responses, we believe Regions Bank provides the City with the most favorable terms/conditions, and particularly the lowest borrowing cost (interest rate).

## Additional Information

The City presently has two prior series of combined waterworks and sewerage system revenue bonds outstanding. The Series 2016 bonds are outstanding in the amount of \$2,710,000 and the Series 2019 bonds are outstanding in the amount of \$3,210,000. Both of the prior series of bonds were also issued through a direct bank placement process and Regions Bank purchased both of the prior series. The voters also approved additional bonds in the amount of \$10,100,000 on August 2, 2022. It is anticipated that those newly approved bonds will be issued through the State of Missouri State Revolving Fund Program (SRF). SRF is a low interest rate program administered by DNR with federal/state subsidies. The SRF interest is expected to be below 2%.

Sincerely,

A. Todd Goffoy Managing Director Piper Sandler & Co.

#### City of Jackson, Missouri Combined Waterworks and Sewerage System Revenue Bonds Summary of Request for Terms

	Regions Equipment Finance Corporation	Commerce Bank	First State Community Bank
Indicative Rate	15 Year Rate: 3.64% Rate is Subject to Acceptance by 5:00pm CT April 3rd, 2023	15 Year Rate: 4.47%	Years 1-7: 4.89% Years 8-15: 7 Year Treasury + 250bps Rate is Subject to future changes in interest rates Proposal Includes: Semi-Annual <i>Principal</i> and Interest Payments. We Conclude that FSCB Meant Sem-Annual Debt Service Payments Based on the Original RFP.
	30/360 Day Count	Actual/360 Day Count	30/360 Day Count
Other Fees	Lenders Counsel: \$4,000	Lenders Counsel: \$2,500	Lenders Counsel: Not Required if Gilmore & Bell Serve as Tax Counsel
Call Feature	No Prepayment until July 1, 2031 2031-on: No Prepayment Penalty All Partial Prepayments of Principal Shall be Applied in the Inverse Order of Maturities Can Provide Additional Prepayment Options upon Request	Prepayment Penalty: Year 1: 103% Years 2-4: 102% Year 5 and Thereafter: 101%	Prepayment Penalty: Years 1-7: Anytime Years 8-15: None Addressed
Reporting Requirements	Annual Audited Financial Information Within 210 Days After Fiscal Year End	Annual Audited Financial Statements Within 150 Days After Fiscal Year End Quarterly Financial Statements Within 45 Days of each Quarter	None Addressed
Other Documentation Requirements / Covenants	1.10x Debt Service Coverage at All Times Language Consistent with the Series 2016 & Series 2019 Revenue Bonds Term Sheet Includes a Confidentiality Clause	None Addressed	None Addressed

# PIPER SANDLER

Realize the power of partnership.

Item 11.

ORDINANCE NO. 23-\_\_\_\_

OF THE

CITY OF JACKSON, MISSOURI

PASSED APRIL 17, 2023

AUTHORIZING

\$3,500,000

COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS

SERIES 2023

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Item 11.

AN ORDINANCE AUTHORIZING THE ISSUANCE OF COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BONDS, SERIES 2023, OF THE CITY OF JACKSON, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF THE BONDS AND THE COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN ACTIONS AND DOCUMENTS AND PRESCRIBING OTHER MATTERS RELATING THERETO.

#### RECITALS

WHEREAS, the City of Jackson, Missouri (the "City"), is a fourth-class city and political subdivision duly created, organized and existing under the laws of the State of Missouri, and pursuant to Chapter 250 of the Revised Statutes of Missouri, as amended (the "Act"), owns and operates a revenue producing combined waterworks and sewerage system serving the City and its inhabitants and others within its service area (the "System," as hereinafter more fully defined);

**WHEREAS,** the City desires to make certain extensions and improvements to the System and is authorized under the provisions of the Act to issue and sell revenue bonds for the purpose of providing funds for such purpose, provided that the principal of and interest on such revenue bonds shall be payable out of the revenues derived from the operation of the System;

**WHEREAS,** a bond election was duly held in the City on August 4, 2015 on the following question:

#### QUESTION

Shall the City of Jackson, Missouri, issue its combined waterworks and sewerage system revenue bonds in the amount of \$11,500,000.00 for the purpose of acquiring, constructing, extending, and improving the waterworks system of the City; the cost of operation and maintenance of said system and the principal of and interest on said revenue bonds to be payable solely from the revenues derived by the City from the operation of its combined waterworks and sewerage system, including all future extensions and improvements thereto?

and it was found and determined that more than a majority of the qualified electors of the City voting on the question had voted in favor of the issuance of said revenue bonds for the purpose aforesaid, the vote on said question having been 677 votes for said question to 224 votes against said question;

**WHEREAS,** the City has heretofore issued \$8,000,000 of the bonds so authorized and now proposes to issue the remaining \$3,500,000 of the bonds (the "Bonds") so authorized to provide funds for said purpose;

**WHEREAS,** plans and specifications for the Project (as hereinafter defined) and an estimate of the cost thereof have been prepared and made by the City's engineers and the same are hereby accepted and approved and are on file in the office of the City Clerk;

**WHEREAS,** upon the issuance of the Bonds, the City will have outstanding, in addition to the Bonds, the following obligations payable from System revenues:

Description of Bonds	Date	Original Amount <u>Issued</u>	Outstanding <u>Amount</u>
Combined Waterworks and Sewerage System Revenue Bonds, Series 2016 (the "Series 2016 Bonds")	April 12, 2016	\$4,000,000	\$2,710,000
Combined Waterworks and Sewerage System Revenue Bonds, Series 2019 (the "Series 2019 Bonds")	February 5, 2019	4,000,000	3,210,000

**WHEREAS,** it is hereby found and determined that it is necessary and advisable and in the best interest of the City and of its inhabitants at this time to authorize the issuance and delivery of revenue bonds pursuant to the Act as herein provided to provide funds for such purposes;

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

# **ARTICLE I**

#### DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following capitalized words and terms as used in this Ordinance shall have the following meanings:

"Act" means Chapter 250 of the Revised Statutes of Missouri, as amended.

**"Bond Counsel"** means Gilmore & Bell, P.C., St. Louis, Missouri, or other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the City.

**"Bond Payment Date"** means any date on which principal of or interest on any Bond is payable at the Maturity thereof or on any Interest Payment Date.

**"Bond Register"** means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

**"Bondowner," "Owner"** or **"Registered Owner"** when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

**"Bonds"** means the City's Combined Waterworks and Sewerage System Revenue Bonds, Series 2023, in the original aggregate principal amount of \$3,500,000, authorized and issued pursuant to this Ordinance.

**"Business Day"** means a day, other than a Saturday, Sunday or holiday, on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"City" means the City of Jackson, Missouri, and any successors or assigns.

**"Code"** means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

**"Consultant"** means an independent engineer or engineering firm having a favorable reputation for skill and experience in the construction, financing and operation of public utilities and the preparation of management studies and financial feasibility studies in connection therewith or a registered municipal advisor, selected by the City for the purpose of carrying out the duties imposed on the Consultant by this Ordinance.

"Debt Service Account" means the account by that name created by Section 501.

**"Debt Service Requirements"** means the aggregate principal payments (whether at maturity or pursuant to scheduled mandatory sinking fund redemption requirements) and net interest or interest like payments (after taking into account any applicable Subsidy Payments) on all System Revenue Bonds for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State of Missouri and having full trust powers.

**"Defaulted Interest"** means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are not subject to redemption prior to maturity or the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal, premium, if any, and interest payments on such obligations; (3) such cash and the principal of and interest on such United States Government Obligations serving as security for the obligations, plus any cash in the escrow fund, are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations serving as security for the obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in the same rating category or higher as United States Government Obligations by a nationally recognized rating service.

**"Determination of Taxability"** means and shall be deemed to have occurred on the first to occur of the following:

(a) on the date the City files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability has in fact occurred;

(b) on the date the City is advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the City or upon any review or audit of the City, an Event of Taxability has occurred; or

(c) on the date the City receives notice from the Bondowner or any former Bondowner that the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Bondowner or such former Bondowner the interest on the Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under subparagraph (b) or (c) unless the City has been afforded the opportunity, at its expense, to contest any such assessment, provided that the period for contesting such assessment shall not exceed two years, and further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from the Bondowner or any former Bondowner, the City shall promptly reimburse the Bondowner or former Bondowner for any payments, including any taxes, interest, penalties or other charges, such Bondowner or former Bondowner is obligated to make as a result of the Determination of Taxability.

**"Event of Taxability"** means (a) the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the City, the failure to take any action by the City, or the making by the City of any misrepresentation herein or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds) that has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of the Bondowner or any former Bondowner for federal income tax purposes or (b) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action is final and non-appealable under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Bonds to

become includable, in whole or in part, in the gross income of the Bondowner or any former Bondowner for federal income tax purposes.

**"Expenses"** means all reasonable and necessary expenses of operation, maintenance and repair of the System and keeping the System in good repair and working order (other than interest paid on System Revenue Bonds and depreciation and amortization charges during the period of determination), including without limiting the generality of the foregoing, current maintenance charges, expenses of reasonable upkeep and repairs, salaries, wages, costs of materials and supplies, Paying Agent fees and expenses, annual audits, periodic Consultant's reports, a properly allocated share of charges for insurance, the cost of purchased water, gas and power, if any, obligations (other than for borrowed money or for rents payable under capital leases) incurred in the ordinary course of business, liabilities incurred by endorsement for collection or deposit of checks or drafts received in the ordinary course of business, deposits required to be made to a rebate fund for any System Revenue Bonds, short-term obligations incurred and payable within a particular fiscal year, other obligations or indebtedness incurred for the purpose of leasing (pursuant to a true or operating lease) equipment, fixtures, inventory or other personal property, and all other expenses incident to the operation of the System, but excluding all general administrative expenses of the City not related to the operation of the System.

**"Federal Tax Certificate"** means the Federal Tax Certificate, in substantially the form attached as **Exhibit B**, executed by the City on the date of issuance of the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

**"Insurance Consultant"** means an individual or firm selected by the City qualified to survey risks and to recommend insurance coverage for entities engaged in operations similar to those of the System and having a favorable reputation for skill and experience in making such surveys and recommendations.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Lender" means Regions Equipment Finance Corporation, Birmingham, Alabama, the purchaser of the Bonds.

**"Maturity"** when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for optional or mandatory redemption or otherwise.

"Net Revenues" means all Revenues less all Expenses.

"Ordinance" means this Ordinance as from time to time amended in accordance with the terms hereof.

"Outstanding" means, when used with reference to Bonds, as of any particular date, all Bonds theretofore issued and delivered hereunder, except the following Bonds:

(a) Bonds theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of **Section 1101**; and

(c) Bonds in exchange for or in lieu of which other Bonds have been registered and delivered hereunder.

"Parity Bonds" means the Series 2016 Bonds, the Series 2019 Bonds and any additional bonds or other obligations hereafter issued or incurred pursuant to Section 902 and standing on a parity and equality with the Bonds with respect to the payment of principal and interest from the Net Revenues of the System.

"Parity Ordinances" means the Series 2016 Ordinance, the Series 2019 Ordinance and any additional ordinance or ordinances under which any Parity Bonds are hereafter issued pursuant to Section 902.

"Paying Agent" means the City Clerk and any successors and assigns.

"Permitted Investments" means any of the following securities and obligations, if and to the extent the same are at the time legal for investment of the City's moneys held in the funds and accounts referred to in Section 501:

(a) United States Government Obligations;

(b) bonds, notes or other obligations of the State of Missouri, or any political subdivision of the State of Missouri, that at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(c) repurchase agreements with any bank, bank holding company, savings and loan association, trust company or other financial institution organized under the laws of the United States or any state, that are continuously and fully secured by any one or more of the securities described in clause (a) or (b) above and have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such repurchase agreements and are held in a custodial or trust account for the benefit of the City;

(d) obligations of the Government National Mortgage Association, the Federal Financing Bank, the Federal Intermediate Credit Corporation, Federal Banks for Cooperatives, Federal Land Banks, Federal Home Loan Banks, the Farmers Home Administration and the Federal Home Loan Mortgage Corporation;

(e) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by such securities as are described above in clauses (a) through (c) above, inclusive, which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(f) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

**"Person"** means any natural person, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Project" means acquiring, constructing, extending and improving the System.

"Project Fund" means the fund by that name ratified by Section 501.

"**Record Date**" for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month preceding such Interest Payment Date.

**"Redemption Date"** when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Ordinance.

**"Redemption Price"** when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Ordinance, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Revenue Fund" means the fund by that name ratified by Section 501.

**"Revenues"** means all income and revenues derived from the operation of the System, including investment income, sales tax revenues which have been annually appropriated by the City or which are limited solely to the payment of improvements to or expenses of the System, and any amounts deposited in escrow in connection with the acquisition, construction, remodeling, renovation and equipping of facilities to be applied during the period of determination to pay interest on System Revenue Bonds, but excluding any profits or losses on the early extinguishment of debt or on the sale or other disposition, not in the ordinary course of business, of investments or fixed or capital assets and any other moneys of the City which have been appropriated by the Board of Aldermen to pay expenses of the System or other Debt Service Requirements.

"Series 2016 Bonds" means the City's Combined Waterworks and Sewerage System Revenue Bonds, Series 2016, issued in the original principal amount of \$4,000,000.

"Series 2016 Ordinance" means Ordinance No. 16-32 of the City adopted on April 4, 2016 authorizing the issuance of the Series 2016 Bonds.

"Series 2019 Bonds" means the City's Combined Waterworks and Sewerage System Revenue Bonds, Series 2019, issued in the original principal amount of \$4,000,000.

"Series 2019 Ordinance" means Ordinance No. 19-09 of the City adopted on January 23, 2019 authorizing the issuance of the Series 2019 Bonds.

"Special Record Date" means the date prior to the payment date of Defaulted Interest fixed by the Paying Agent pursuant to Section 204.

**"Stated Maturity"** when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Ordinance as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"Subsidy Payments" means funds received (or with respect to Section 902(b) funds that are reasonably expected to be received) by the City that either (a) must be used or (b) have been used (or with respect to Section 902(b) are reasonably expected to be used) to reduce the interest or principal payments on System Revenue Bonds. Such Subsidy Payments include, but are not limited to, payments received by the City through a federal or State of Missouri program.

"System" means the entire combined waterworks plant and system and sewerage plant and system owned and operated by the City for the production, storage, treatment and distribution of water, and for the collection, treatment and disposal of sewage, to serve the needs of the City and its inhabitants and others,

including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the City.

**"System Revenue Bonds"** means, collectively, the Bonds, the Parity Bonds and all other revenue bonds or other obligations that are payable out of, or secured by, the Net Revenues of the System.

**"United States Government Obligations"** means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America, or securities which represent an undivided interest in such obligations, which obligations are rated in the same rating category or higher as the United States of America by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the City.

#### **ARTICLE II**

#### **AUTHORIZATION OF BONDS**

**Section 201.** Authorization of Bonds. The City is authorized and directed to issue a series of bonds of the City, designated "Combined Waterworks and Sewerage System Revenue Bonds, Series 2023," in the principal amount of \$3,500,000 (the "Bonds"), for the purpose of providing funds to pay the costs of the Project and the costs of issuing the Bonds.

#### Section 202. Description of Bonds.

(a) The Bonds shall consist of one fully-registered bond. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in **Exhibit A** and shall be subject to registration, transfer and exchange as provided in **Section 205**. The Bonds shall be dated the date of original issuance and delivery thereof, shall become due on July 1, 2038 (subject to redemption prior to their Stated Maturity as provided in **Article III**) and shall bear interest at the rate of 3.64% per annum (computed on the basis of a 360-day year of twelve 30-day months) from the dated date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on January 1 and July 1 in each year, beginning on January 1, 2024.

(b) Notwithstanding the foregoing, upon the occurrence of a Determination of Taxability the interest rate on the Bonds shall be increased to a rate providing the Bondowners an after-tax yield on the Bonds at least equal to the after-tax yield the Bondowners could have received if a Determination of Taxability had not occurred (the "Taxable Rate"), and the Bonds shall thereafter bear interest at the Taxable Rate. Additionally, following a Determination of Taxability, the City agrees to pay to the Bondowners on demand (1) an amount equal to the difference between (i) the amount of interest that would have been paid to the Bondowners from the date of the original issuance of the Bonds to and including the date of the Determination of Taxability, had the Bonds borne interest at the Taxable Rate during such period, and (i) the amount of interest actually paid to the Bondowners during such period, and (2) any interest, penalties or charges owed by the Bondowners as a result of interest on the Bonds becoming included in the gross income of the Bondowners, together with any and all attorneys' fees, court costs or other out-of-pocket costs incurred by the Bondowners in connection therewith.

### Section 203. Designation of Paying Agent.

(a) The City Clerk is hereby designated as the City's paying agent for the payment of principal of and interest on the Bonds and as bond registrar with respect to the registration, transfer and exchange of Bonds (herein called the "Paying Agent").

(b) The City will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The City reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first-class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first-class mail to the City and the Bondowners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of the Paying Agent.

(c) Every Paying Agent appointed hereunder shall at all times be either (1) the City Clerk or (2) a commercial banking association or corporation or trust company located in the State of Missouri, organized and in good standing and doing business under the laws of the United States of America or of the State of Missouri and subject to supervision or examination by federal or state regulatory authority.

(d) The Paying Agent shall be paid its fees and expenses for its services in connection herewith, which fees and expenses shall be paid as other Expenses are paid.

#### Section 204. Method and Place of Payment of Bonds.

(a) The principal or Redemption Price of and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

(b) The principal or Redemption Price of each Bond shall be paid at Maturity by check, electronic transfer or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the office of the Paying Agent. Notwithstanding anything contained herein to the contrary, the Bonds only need to be presented for payment upon final maturity or redemption in full.

(c) The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest (1) by check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register or (2) by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), its ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee is payable.

(d) Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The City shall notify the Paying Agent in writing

of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds, the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest, which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the City of such Special Record Date and, in the name and at the expense of the City, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first-class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

(e) The Paying Agent shall keep a record of payment of the principal and Redemption Price of and interest on all Bonds and shall, upon the written request of the City, forward a copy or summary of such records to the City.

### Section 205. Registration, Transfer and Exchange of Bonds.

(a) The City covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent for the registration, transfer and exchange of Bonds as herein provided. Each Bond when issued shall be registered in the name of the Owner thereof on the Bond Register.

(b) The Bonds may be transferred in whole only, and the Lender agrees that it will only offer, sell, pledge, transfer or exchange any of the Bonds it purchases (1) in accordance with an available exemption from the registration requirements of Section 5 of the Securities Act of 1933, as amended, (2) in accordance with any applicable state securities laws and (3) in accordance with the provisions of this Ordinance. Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

(c) In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Ordinance. The City shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Ordinance and the cost of printing a reasonable supply of registered bond blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. If any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

(d) The City and the Paying Agent shall not be required (1) to register the transfer or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been given or during the period of 15 days next preceding the first mailing of such notice of redemption, or (2) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving

written notice from the City of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to **Section 204**.

(e) The City and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner or upon the Registered Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

(f) At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

## Section 206. Execution, Authentication and Delivery of Bonds.

(a) Each of the Bonds, including any Bonds issued in exchange or as substitution for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the City affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such Person had remained in office until delivery. Any Bond may be signed by such Persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such Persons may not have been such officers.

(b) The Mayor and City Clerk are hereby authorized and directed to prepare and execute the Bonds as herein specified and when duly executed, to deliver the Bonds to the Paying Agent for authentication.

(c) The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in **Exhibit A**, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Ordinance or be valid or obligatory for any purpose unless and until such certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Ordinance. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Lender, upon payment to the City of the purchase price of the Bonds.

#### Section 207. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (1) any mutilated Bond is surrendered to the Paying Agent, or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (2) there is delivered to the City and the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the City and the Paying Agent that such Bond has been acquired by a bona fide purchaser, the City shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

(b) If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent in its discretion may pay such Bond instead of delivering a new Bond.

(c) Upon the issuance of any new Bond under this Section, the City or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) in connection therewith.

(d) Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the City and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be canceled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so canceled and shall file an executed counterpart of such certificate with the City.

**Section 209.** Sale of Bonds. The City hereby accepts the Lender's proposal, a copy of which is attached as Exhibit C, to purchase the Bonds, and the Mayor or the City Administrator is authorized to execute the proposal. The City is authorized to sell the Bonds to the Lender at a purchase price of \$3,500,000. The Bonds shall be delivered to or upon the order of the Lender as soon as practicable after the adoption of this Ordinance, upon payment therefor in accordance with the terms of sale. The City agrees to pay the Lender's costs associated with the Lender's purchase of the Bonds, as set forth in the proposal.

#### **ARTICLE III**

#### **REDEMPTION OF BONDS**

#### Section 301. Redemption of Bonds.

(a) *Optional Redemption*. At the option of the City, the Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity on July 1, 2031 and thereafter as a whole or in part on 10 days' written notice at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date.

(b) *Mandatory Redemption.* The Bonds will be subject to mandatory redemption and payment prior to their Stated Maturity pursuant to the mandatory redemption requirements of this Section at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The payments specified in **Section 602(b)** that are to be deposited into the Debt Service Account shall be sufficient to redeem, and the City shall redeem on July 1 in each year, the following principal amounts of the Bonds:

<u>Year</u>	<b>Principal Amount</b>
2024	\$160,000
2024	180,000
2025	190,000
2023	195,000
2028	205,000
2029	210,000
2030	220,000
2031	230,000
2032	240,000
2033	250,000
2034	260,000
2035	270,000
2036	285,000
2037 2038 <sup>†</sup>	295,000 310,000
2030	510,000

# **Bonds maturing July 1, 2038**

<sup>†</sup> Final Maturity

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the City may: (1) deliver to the Paying Agent for cancellation Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired, or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof, whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical. Each Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the City to redeem the Bonds on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for the Bonds in chronological order, and the principal amount of the Bonds to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the City intends to exercise any option granted by the provisions of clauses (1) or (2) above, the City will, on or before the 45th day next preceding each mandatory Redemption Date, furnish to the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1) and (2) are to be complied with, with respect to such mandatory redemption payment.

#### Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions from the City specifying the principal amount, Stated Maturity, Redemption Date and Redemption Price of the Bonds to be called for redemption. If any Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the City in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the City or by the escrow agent on behalf of the City not less than 45 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in **Section 303** are met. The foregoing provisions of this paragraph shall not apply in the case of any mandatory redemption of Bonds hereunder, and Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any

action by the City and whether or not the City shall hold in the Debt Service Account moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, such Bonds shall be redeemed in inverse order of their Stated Maturity or mandatory Redemption Date.

(c) In the case of a partial redemption of Bonds, when Bonds of denominations greater than \$5,000 are then Outstanding, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the Redemption Date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only). Notwithstanding anything contained herein to the contrary, the Bonds only need to be presented for payment upon final maturity or redemption in full.

## Section 303. Notice and Effect of Call for Redemption.

(a) Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the City by mailing a copy of an official redemption notice by first-class mail at least 10 days prior to the Redemption Date to each Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register.

(b) All official notices of redemption shall be dated and shall contain the following information:

- (1) the Redemption Date;
- (2) the Redemption Price;

(3) if less than all Outstanding Bonds are to be redeemed, the identification number and Stated Maturity (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the Redemption Date the Redemption Price will become due and payable upon each Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and

(5) the place where such Bonds are to be surrendered for payment of the Redemption Price.

(c) The failure of any Registered Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

(d) All notices of optional redemption shall be irrevocable.

(e) Official notice of redemption having been given as aforesaid, the Bonds or portions of the Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the City defaults in the payment of the Redemption Price) such Bonds or portions of the Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been redeemed shall be canceled and destroyed by the Paying Agent as provided herein and shall not be reissued.

# **ARTICLE IV**

#### **SECURITY FOR BONDS**

## Section 401. Security for Bonds.

(a) The Bonds shall be special, limited obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues of the System, and the City hereby pledges said Net Revenues to the payment of the principal of and interest on the Bonds. The Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction, and the taxing power of the City is not pledged to the payment of the Bonds, either as to principal or interest.

(b) The covenants and agreements of the City contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal Owners of any or all of the Bonds, all of which Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and interest on the Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance.

(c) The Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Net Revenues of the System and in all other respects with any Parity Bonds. The Bonds shall not have any priority with respect to the payment of principal or interest from the Net Revenues or otherwise over any Parity Bonds, and any Parity Bonds shall not have any priority with respect to the payment of principal or interest from the Net Revenues or otherwise over the Bonds.

#### **ARTICLE V**

## CREATION AND RATIFICATION OF FUNDS AND ACCOUNTS; DEPOSIT AND APPLICATION OF BOND PROCEEDS

**Section 501.** Establishment of Funds and Accounts. There are hereby created or ratified and ordered to be established and maintained in the treasury of the City the following separate funds and accounts to be known respectively as the:

(a) Combined Waterworks and Sewerage System Project Fund (the "Project Fund").

(b) Combined Waterworks and Sewerage System Revenue Fund (the "Revenue Fund").

(c) Debt Service Account for Combined Waterworks and Sewerage System Revenue Bonds, Series 2023 (the "Debt Service Account").

The funds and accounts referred to above shall be maintained and administered by the City solely for the purposes and in the manner as provided in the Act and in this Ordinance and the Parity Ordinances so long as any of the Bonds or the Parity Bonds remain outstanding within the meaning of this Ordinance and the Parity Ordinances.

Section 502. Deposit of Bond Proceeds. The net proceeds received from the sale of the Bonds shall be deposited simultaneously with the delivery of the Bonds in the Project Fund and applied in accordance with Section 503.

# Section 503. Application of Moneys in the Project Fund.

(a) Moneys in the Project Fund shall be used solely for the purpose of paying (1) the costs of the Project in accordance with the plans and specifications therefor prepared by the Consultant or the City's engineer(s), heretofore approved by the Board of Aldermen of the City and on file in the office of the City Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consultant or the City's engineer(s) and approved by the Board of Aldermen of the City and (2) the costs of issuing the Bonds.

(b) Withdrawals from the Project Fund shall be made only when authorized by the Board of Aldermen of the City and only on duly authorized and executed warrants or vouchers therefor accompanied by a certificate executed by the Consultant or the City's engineer(s) that such payment is being made for a purpose within the scope of this Ordinance and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or services being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Nothing hereinbefore contained shall prevent the payment out of the Project Fund of all costs and expenses incident to the issuance of the Bonds and interest accruing on the Bonds during the period of construction of the Project or withdrawals of sums for investment or reinvestment purposes under the terms of this Ordinance without a certificate from the Consultant or the City's engineer(s).

(c) Upon completion of the Project, all surplus moneys remaining in the Project Fund and not required for the payment of unpaid costs thereof shall be deposited into the Debt Service Account.

#### **ARTICLE VI**

#### **APPLICATION OF REVENUES**

**Section 601. Revenue Fund.** The City covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding hereunder, all of the Revenues derived and collected from the operation of the System shall, as and when received, be paid and deposited into the Revenue Fund unless otherwise specifically provided by this Ordinance. Said Revenues shall be segregated and kept separate and apart from all other moneys, revenues, funds and accounts of the City and shall not be commingled with any other moneys, revenues, funds and accounts of the City. The Revenue Fund shall be administered and applied solely for the purposes and in the manner provided in this Ordinance and the Parity Ordinances.

Section 602. Application of Moneys in Funds and Accounts. The City covenants and agrees that from and after the delivery of the Bonds, and continuing as long as any of the Bonds remain Outstanding

hereunder, it will on the first day of each month administer and allocate all of the moneys then held in the Revenue Fund as follows:

(a) *Operation and Maintenance*. There shall first be paid and credited from month to month as a first charge against the Revenue Fund the Expenses of the System as the same becomes due and payable.

(b) *Debt Service Account.* There shall next be paid and credited monthly to the Debt Service Account, to the extent necessary to meet on each Bond Payment Date the payment of all interest on and principal of the Bonds, the following sums:

(1) Beginning on June 1, 2023, and continuing on the first day of each month thereafter to and including December 1, 2023, an amount not less than 1/7 of the amount of interest becoming due on the Bonds on January 1, 2024, and thereafter, beginning on January 1, 2024, and continuing on the first day of each month thereafter, so long as any of the Bonds remain Outstanding and unpaid, an amount not less than 1/6 of the amount of interest that will become due on the Bonds on the next succeeding Interest Payment Date; and

(2) Beginning on June 1, 2023, and continuing on the first day of each month thereafter to and including June 1, 2024, an amount not less than 1/13 of the amount of principal becoming due on the Bonds on July 1, 2024, and thereafter, beginning on July 1, 2024, and continuing on the first day of each month thereafter, so long as any of the Bonds remain Outstanding and unpaid, an amount not less than 1/12 of the amount of principal that will become due on the Bonds on the next succeeding Maturity date.

The amounts required to be paid and credited to the Debt Service Account pursuant to this Section shall be paid at the same time and on a parity with the amounts at the time required to be paid and credited to the debt service accounts established for the payment of principal and interest on the Parity Bonds under the provisions of the Parity Ordinances.

All amounts paid and credited to the Debt Service Account shall be expended and used by the City for the sole purpose of paying the interest on and principal of the Bonds as and when the same becomes due on each Bond Payment Date.

If at any time the moneys in the Revenue Fund are insufficient to make in full the payments and credits at the time required to be made to the Debt Service Account and to the debt service accounts established to pay the principal of and interest on any Parity Bonds, the available moneys in the Revenue Fund shall be divided among such debt service accounts in proportion to the respective principal amounts of said series of Parity Bonds at the time outstanding which are payable from the moneys in said debt service accounts.

(c) *Surplus Moneys.* After all payments and credits required at the time to be made under the provisions of paragraphs (a) and (b) of this Section have been made, all moneys remaining in the Revenue Fund may be expended and used for the following purposes as determined by the governing body of the City:

(1) Paying the cost of the operation, maintenance and repair of the System to the extent that may be necessary;

(2) Paying the cost of extending, enlarging or improving the System;

(3) Preventing default in, anticipating payments into or increasing the amounts in the Debt Service Account referred to in paragraph (b) of this Section, or establishing or increasing the amount of any debt service account, debt service reserve account or depreciation and replacement account created by the City for the payment of the Parity Bonds;

(4) Calling, redeeming and paying prior to their Stated Maturity, or, at the option of the City, purchasing in the open market at the best price obtainable not exceeding the Redemption Price (if any bonds are callable), the Bonds or the Parity Bonds, including principal, interest and redemption premium, if any; or

(5) Any other lawful purpose in connection with the operation of the System and benefiting the System.

So long as any of the Bonds remain Outstanding, no moneys derived from the operation of the System shall be diverted to any other purpose.

(d) Deficiency of Payments into Funds and Accounts. If at any time the Revenues are insufficient to make any payment on the date or dates hereinbefore specified, the City will make good the amount of such deficiency by making additional payments or credits out of the first available Revenues thereafter received from the operation of the System, such payments and credits being made and applied in the order hereinbefore specified in this Section.

Section 603. Transfer of Funds to Paying Agent. The City Administrator or other authorized officer of the City is hereby authorized and directed to withdraw from the Debt Service Account sums sufficient to pay the principal of and interest on the Bonds as and when the same becomes due on any Bond Payment Date, and to forward such sums to the Paying Agent in a manner which ensures the Paying Agent will have available funds in such amounts on or before the Business Day immediately preceding each Bond Payment Date. If, through lapse of time, or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of their obligations, it shall be the duty of the Paying Agent forthwith to return said funds to the City. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

Section 604. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 605. Nonpresentment of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity and if funds sufficient to pay such Bond have been made available to the Paying Agent, then all liability of the City to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Ordinance or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall, without liability for interest thereon, repay to the City the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the City, and the Registered Owner thereof shall be entitled to look

only to the City for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the City shall not be liable for any interest thereon and shall not be regarded as a trustee of such money. Notwithstanding anything contained herein to the contrary, the Bonds only need to be presented for payment upon final maturity or redemption in full.

# **ARTICLE VII**

#### **DEPOSIT AND INVESTMENT OF MONEYS**

#### Section 701. Deposit and Investment of Moneys.

(a) Moneys in each of the funds and accounts created by and referred to in this Ordinance shall be deposited in a bank or banks or other legally permitted financial institutions located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks or financial institutions holding such deposits as provided by the laws of the State of Missouri.

(b) Moneys held in any fund or account referred to in this Ordinance may be invested in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than the date when the moneys invested may be needed for the purpose for which such fund or account was created. All earnings on any investments held in any fund or account shall accrue to and become a part of such fund or account. In determining the amount held in any fund or account under any of the provisions of this Ordinance, obligations shall be valued at the lower of the cost or the market value thereof.

#### **ARTICLE VIII**

## GENERAL COVENANTS AND PROVISIONS

The City covenants and agrees with each of the Registered Owners of any of the Bonds that so long as any of the Bonds remain Outstanding and unpaid it will comply with each of the following covenants:

Section 801. Efficient and Economical Operation. The City will continuously own and will operate the System as a revenue producing facility in an efficient and economical manner and will keep and maintain the same in good repair and working order. The City will establish and maintain such rules and regulations for the use of the System as may be necessary to assure maximum utilization and most efficient operation of the System.

**Section 802. Rate Covenant.** The City in accordance with and subject to applicable legal requirements will fix, establish, maintain and collect such rates and charges for the use and services furnished by or through the System which, together with other Revenues, will be sufficient to (a) pay the costs of the operation and maintenance of the System; (b) pay the principal of and interest on the Bonds as and when the same becomes due at the Maturity thereof or on any Interest Payment Date; (c) enable the City to have in each fiscal year Net Revenues not less than 110% of the actual Debt Service Requirements for such fiscal year; and (d) provide reasonable and adequate reserves for the payment of the Bonds and the interest thereon and for the protection and benefit of the System as provided in this Ordinance. The City will require the prompt payment of accounts for service rendered by or through the System and will promptly take whatever action is legally permissible to enforce and collect delinquent charges. The City will, from time to time as often as necessary, in accordance with and subject to applicable legal

requirements, revise the rates and charges aforesaid in such manner as may be necessary or proper so that the Net Revenues will be sufficient to cover the obligations under this Section and otherwise under the provisions of this Ordinance. If in any fiscal year Net Revenues are an amount less than as hereinbefore provided, the City will immediately employ a Consultant to make recommendations with respect to such rates and charges. A copy of the Consultant's report and recommendations shall be filed with the City Clerk and the Lender and shall be furnished to any Registered Owner of the Bonds requesting a copy of the same, at the cost of such Registered Owner. The City shall, to the extent feasible, follow the recommendations of the Consultant.

**Section 803. Reasonable Charges for all Services.** None of the facilities or services provided by the System will be furnished to any user (excepting the City itself) without a reasonable charge being made therefor. If the Revenues derived from the System are at any time insufficient to pay the reasonable Expenses of the System and also to pay all interest on and principal of the Bonds as and when the same becomes due, then the City will thereafter pay into the Revenue Fund a fair and reasonable payment in accordance with effective applicable rates and charges for all services furnished to the City or any of its departments by the System, and such payments will continue so long as the same may be necessary in order to prevent or reduce the amount of any default in the payment of the interest on or principal of the Bonds.

**Section 804. Restrictions on Mortgage or Sale of System.** The City will not mortgage, pledge or otherwise encumber the System or any part thereof, nor will it sell, lease or otherwise dispose of the System or any material part thereof; provided, however, the City may:

(a) sell at fair market value any portion of the System which has been replaced by other similar property of at least equal value, or which ceases to be necessary for the efficient operation of the System, and in the event of sale, the City will apply the proceeds to either (1) redemption of Outstanding Bonds in accordance with the provisions governing repayment of Bonds in advance of their Stated Maturity, or (2) replacement of the property so disposed of by other property the revenues of which shall be incorporated into the System as hereinbefore provided;

(b) cease to operate, abandon or otherwise dispose of any property which has become obsolete, nonproductive or otherwise unusable to the advantage of the City;

(c) lease, (1) as lessor, any real or personal property which is unused or unimproved, or which has become obsolete, nonproductive or otherwise unusable to the advantage of the City, or which is being acquired as a part of a lease/purchase financing for the acquisition and/or improvement of such property, and/or (2) as lessee, with an option of the City to purchase, any real or personal property for the extension and improvement of the System. Property being leased as lessor and/or lessee pursuant to this subparagraph (c) shall not be treated as part of the System for purposes of this **Section 804** and may be mortgaged, pledged or otherwise encumbered; and

(d) sell, lease or convey all or substantially all of the System to another entity or enter into a management contract with another entity, with the prior written consent of the Registered Owners (which will not be unreasonably withheld), if:

(1) The transferee entity is a political subdivision organized and existing under the laws of the State of Missouri, or instrumentality thereof, or an organization described in Section 501(c)(3) of the Code, and expressly assumes in writing the due and punctual payment of the principal of and premium, if any, and interest on all outstanding System Revenue Bonds according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Ordinance;

(2) If there remains unpaid any System Revenue Bond which bears interest that is not includable in gross income under the Code, the City receives an opinion of Bond Counsel, in form and substance satisfactory to the City, to the effect that under then existing law the consummation of such sale, lease or conveyance, whether or not contemplated on any date of the delivery of such System Revenue Bond, would not cause the interest payable on such System Revenue Bond to become includable in gross income under the Code;

(3) The City receives a certificate of the Consultant which demonstrates and certifies that immediately upon such sale or conveyance the transferee entity will not, as a result thereof, be in default in the performance or observance of any covenant or agreement to be performed or observed by it under this Ordinance;

(4) Such transferee entity possesses such licenses to operate the System as may be required if it is to operate the System; and

(5) The City receives an opinion of Bond Counsel, in form and substance satisfactory to the City, as conclusive evidence that any such sale, lease or conveyance, and any such assumption, is permitted by law and complies with the provisions of this Section.

Section 805. Insurance. The City will carry and maintain insurance with respect to the System and its operations against such casualties, contingencies and risks (including but not limited to property and casualty, fire and extended coverage insurance upon all of the properties forming a part of the System insofar as the same are of an insurable nature, public liability, business interruption or workers' compensation and employee dishonesty insurance), such insurance to be of the character and coverage and in such amounts as would normally be carried by other enterprises engaged in similar activities of comparable size and similarly situated. In the event of loss or damage, the City, with reasonable dispatch, will use the proceeds of such insurance in reconstructing and replacing the property damaged or destroyed, or in paying the claims on account of which such proceeds were received, or if such reconstruction or replacement is unnecessary or impracticable, then the City will pay and deposit the proceeds of such insurance into the Revenue Fund. The City will annually review the insurance it maintains with respect to the System to determine that it is customary and adequate to protect its property and operations. The City may elect to be self-insured for all or any part of the foregoing requirements if (a) the City annually obtains a written evaluation with respect to such self-insurance program from an Insurance Consultant, (b) the evaluation is to the effect that the self-insurance program is actuarially sound, (c) unless the evaluation states that such reserves are not necessary, the City deposits and maintains adequate reserves for the selfinsurance program with a corporate trustee, who may be the Paying Agent, and (d) in the case of workers' compensation, adequate reserves created by the City for such self-insurance program are deposited and maintained in such amount and manner as are acceptable to the State of Missouri. The City shall pay any fees and expenses of such Insurance Consultant in connection therewith. The cost of all insurance obtained pursuant to the requirements of this Section shall be paid as an Expense out of the Revenues.

**Section 806.** Books, Records and Accounts. The City will install and maintain proper books, records and accounts (entirely separate from all other records and accounts of the City) in which complete and correct entries will be made of all dealings and transactions of or in relation to the System. Such accounts shall show the amount of Revenues received from the System, the application of such Revenues, and all financial transactions in connection therewith. Said books shall be kept by the City according to standard accounting practices as applicable to the operation of facilities comparable to the System.

**Section 807. Annual Budget.** Prior to the commencement of each fiscal year, the City will cause to be prepared and filed with the City Clerk a budget setting forth the estimated receipts and expenditures of the System for the next succeeding fiscal year. Upon request, the City Clerk will mail a copy of said budget to the Lender. Said annual budget shall be prepared in accordance with the requirements of the laws of Missouri and shall contain all information that is required by such laws.

# Section 808. Annual Audit.

(a) Within 210 days after the end of the fiscal year, the City will cause an audit to be made of the System for the preceding fiscal year by a certified public accountant or firm of certified public accountants to be employed for that purpose and paid from the Revenues. Said annual audit shall cover in reasonable detail the operation of the System during such fiscal year and shall evidence compliance with the rate covenant contained in **Section 802**.

(b) The City shall provide a copy of the audit to the Lender within 210 days after the end of the fiscal year. The audit shall at all times during usual business hours be open to examination and inspection by any taxpayer, any user of the services of the System, any Registered Owner of any of the Bonds or by anyone acting for or on behalf of such taxpayer, user or Registered Owner.

(c) As soon as possible after the completion of the annual audit, the governing body of the City shall review the audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Ordinance and the Act, the City will promptly cure such deficiency and will promptly proceed to increase the rates and charges to be charged for the use and services furnished by the System as may be necessary to adequately provide for such requirements.

**Section 809. Right of Inspection.** The Lender and any Registered Owner or Owners of not less than 10% of the principal amount of the Bonds then Outstanding shall have the right at all reasonable times to inspect the System and all records, accounts and data relating thereto, and shall be furnished all such information concerning the System and the operation thereof which the Lender or such Registered Owner or Owners may reasonably request.

**Section 810.** Administrative Personnel. The City shall use its best efforts to employ at all times administrative personnel experienced and well qualified to operate the System. The City further agrees that such administrative personnel shall be employed in sufficient numbers to ensure that the System will be operated in a prudent and efficient manner, following procedures generally accepted within the United States of America.

**Section 811. Performance of Duties and Covenants.** The City will faithfully and punctually perform all duties, covenants and obligations with respect to the operation of the System now or hereafter imposed upon the City by the Constitution and laws of the State of Missouri and by the provisions of this Ordinance.

# Section 812. Tax Covenants.

(a) The City covenants and agrees that it will comply with all applicable provisions of the Code, including Sections 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Bonds.

(b) The City also covenants and agrees to comply with all provisions and requirements of the Federal Tax Certificate, which is hereby approved, with such changes therein as shall be approved by the Mayor and the Assistant City Administrator, which officers are hereby authorized to execute the Federal

Tax Certificate for and on behalf of the City, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 813. Parity Bond Certification. The City hereby represents and covenants that the Bonds directed to be issued by this Ordinance are so issued in full compliance with the restrictions and conditions upon which the City may issue additional bonds payable out of the revenues derived from the operation of the System and which stand on a parity with the Parity Bonds heretofore issued and outstanding, as set forth and contained in the Parity Ordinances, and that the Bonds herein directed to be issued are so issued in all respects on a parity and equality with the Parity Bonds heretofore issued and outstanding.

### ARTICLE IX

#### ADDITIONAL BONDS AND OBLIGATIONS

**Section 901.** Senior Lien Bonds. The City covenants and agrees that so long as any of the Bonds remain Outstanding, the City will not issue any additional bonds or incur or assume any other debt obligations appearing as liabilities on the balance sheet of the System for the payment of moneys determined in accordance with generally accepted accounting principles consistently applied, including capital leases as defined by generally accepted accounting principles, payable out of the Net Revenues of the System or any part thereof which are superior to the Bonds.

**Section 902.** Parity Lien Bonds and Other Obligations. The City covenants and agrees that so long as any of the Bonds remain Outstanding, it will not issue any additional bonds or other long-term obligations payable out of the Net Revenues of the System or any part thereof which stand on a parity or equality with the Bonds ("Parity Bonds") unless the following conditions are met:

(a) The City shall not be in default in the payment of principal of or interest on any Bonds or any Parity Bonds at the time outstanding or in making any payment at the time required to be made into the respective funds and accounts created by and referred to in this Ordinance or any Parity Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default); and

(b) The City shall either:

(1) Certify that the average annual Net Revenues as set forth in the two most recent annual audits for fiscal years preceding the issuance of additional bonds have been equal to at least 110% of the average annual debt service required to be paid out of said revenues in any succeeding fiscal year on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the City, including the additional bonds proposed to be issued. In determining the Net Revenues for the purpose of this subsection, the City may retain a Consultant who may adjust said Net Revenues by adding thereto, if the City has made any increase in rates for the use and services of the System and such increase has been in effect at any time during the two fiscal years for which annual audits are available preceding the issuance of additional bonds, the amount, as estimated by the Consultant, of the additional Net Revenues which would have resulted from the operation of the System during said fiscal years had such rate increase been in effect for the entire period; or

(2) Obtain a certification from a Consultant that the average annual Net Revenues projected to be derived by the City for the two fiscal years immediately following the fiscal year in which the improvements to the System, the cost of which is being financed by such additional bonds, are to be in commercial operation, shall be equal to at least 110% of the average annual debt service required to be paid out of said revenues in any succeeding fiscal year following such commercial operation on account of both principal (at maturity or upon mandatory redemption) and interest becoming due with respect to all System Revenue Bonds of the City, including the additional bonds proposed to be issued. In determining the projected Net Revenues for the purpose of this subsection, the Consultant may adjust said Net Revenues by adding thereto any estimated increase in Net Revenues resulting from any increase in rates for the use and services of the System which, in the opinion of the Consultant, are economically feasible and reasonably considered necessary based on projected operations of the System.

(c) Additional revenue bonds of the City issued under the conditions set forth in this Section shall stand on a parity with the Bonds and shall enjoy complete equality or lien on and claim against the Net Revenues with the Bonds, and the City may make equal provision for paying said bonds and the interest thereon out of the Revenue Fund and may likewise provide for the creation of reasonable debt service accounts and debt service reserve accounts for the payment of such additional bonds and the interest thereon out of moneys in the Revenue Fund.

Section 903. Junior Lien Bonds and Other Obligations. Nothing contained in this Section shall prohibit or restrict the right of the City to issue additional revenue bonds or other revenue obligations for any lawful purpose in connection with the operation of the System and benefiting the System and to provide that the principal of and interest on said revenue bonds or obligations shall be payable out of the Net Revenues of the System, provided at the time of the issuance of such additional revenue bonds or obligations the City is not in default in the performance of any covenant or agreement contained in this Ordinance (unless such additional revenue bonds or obligations are being issued to provide funds to cure such default), and provided further that such additional revenue bonds or obligations shall be junior and subordinate to the Bonds so that if at any time the City is in default in paying either interest on or principal of the Bonds, or if the City is in default in making any payments required to be made by it under the provisions of paragraph (a) or (b) of Section 602, the City shall make no payments of either principal of or interest on said junior and subordinate revenue bonds or obligations until said default or defaults be cured. If any such junior and subordinate revenue bonds or obligations are issued, the City, subject to the provisions aforesaid, may make provision for paying the principal of and interest on said revenue bonds or obligations out of moneys in the Revenue Fund. Principal and interest payments on any junior and subordinate bonds or obligations payable from Net Revenues shall be made on the same days as principal and interest are due on the Parity Bonds.

Section 904. Refunding Bonds. The City shall have the right, without complying with the provisions of Section 902, to refund any of the Bonds under the provisions of any law then available, and the refunding bonds so issued shall enjoy complete equality of pledge with any of the Bonds or the Parity Bonds which are not refunded, if any, upon the Net Revenues; provided, however, that if only a portion of the Bonds are refunded and if said Bonds are refunded in such manner that the refunding bonds bear a higher average rate of interest or become due on a date earlier than that of the Bonds which are refunded, then said Bonds may be refunded without complying with the provisions of Section 902 only by and with the written consent of the Registered Owners of a majority in principal amount of the Bonds not refunded.

# ARTICLE X

#### **DEFAULT AND REMEDIES**

Section 1001. Acceleration of Maturity Upon Default. The City covenants and agrees that if it defaults in the payment of the principal of or interest on any of the Bonds as the same becomes due on any Bond Payment Date, or if the City or its governing body or any of the officers, agents or employees thereof fail or refuse to comply with any of the provisions of this Ordinance or of the Constitution or statutes of the State of Missouri, and such default continues for a period of 30 days after written notice specifying such default has been given to the City by the Registered Owner of any Bond then Outstanding, then, at any time thereafter and while such default continues, the Registered Owners of not less than 25% in principal amount of the Bonds then Outstanding may, by written notice to the City filed in the office of the City Clerk or delivered in person to said City Clerk, declare the principal of all Bonds then Outstanding to be due and payable immediately, and upon any such declaration given as aforesaid, all of said Bonds shall become and be immediately due and payable, anything contained in this Ordinance or in the Bonds to the contrary notwithstanding. This provision, however, is subject to the condition that if at any time after the principal of said Outstanding Bonds has been so declared to be due and payable, all arrears of interest upon all of said Bonds, except interest accrued but not yet due on such Bonds, and all arrears of principal upon all of said Bonds has been paid in full and all other defaults, if any, by the City under the provisions of this Ordinance and under the provisions of the statutes of the State of Missouri have been cured, then and in every such case the Registered Owners of a majority in principal amount of the Bonds then Outstanding, by written notice to the City given as hereinbefore specified, may rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any rights consequent thereon.

**Section 1002.** Other Remedies. The provisions of this Ordinance, including the covenants and agreements herein contained, shall constitute a contract between the City and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the City and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Ordinance or by the Constitution and laws of the State of Missouri;

(b) by suit, action or other proceedings in equity or at law to require the City, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 1003. Limitation on Rights of Bondowners. No one or more Bondowners secured hereby shall have any right in any manner whatsoever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Bondowners.

Section 1004. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by any Bondowner shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies

consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Bondowners by this Ordinance may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the City and the Bondowners shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

Section 1005. No Obligation to Levy Taxes. Nothing contained in this Ordinance shall be construed as imposing on the City any duty or obligation to levy any taxes either to meet any obligation incurred herein or to pay the principal of or interest on the Bonds.

#### ARTICLE XI

#### DEFEASANCE

#### Section 1101. Defeasance.

When any or all of the Bonds or the interest payments thereon have been paid and (a) discharged, then the requirements contained in this Ordinance and the pledge of Net Revenues made hereunder and all other rights granted hereby shall terminate with respect to the Bonds or interest payments so paid and discharged. Bonds or the interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Ordinance if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, money and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bonds, and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, as the case may be, or if default in such payment shall have occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds shall be redeemed prior to the Stated Maturity thereof, (1) the City shall have elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the City shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with Section 302(a). Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the City, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other commercial bank or trust company in trust for the respective Registered Owners of the Bonds, and such money shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or other commercial bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Ordinance.

(b) To accomplish a defeasance of the Bonds or the interest payments thereon when the City will rely on interest to be earned on any Defeasance Obligations deposited as described in paragraph (a) above, the City shall cause to be delivered to the Paying Agent (1) a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay the Bonds in full at Maturity ("Verification Report"), (2) an escrow trust agreement between the City and an escrow agent, and (3) an opinion of Bond Counsel to the effect that the Bonds are no longer

"Outstanding" under this Ordinance; each Verification Report and defeasance opinion shall be acceptable in form and substance and addressed to the City. Bonds shall be deemed "Outstanding" under this Ordinance unless and until they are in fact paid and retired or the criteria of this Section are met.

#### **ARTICLE XII**

#### **MISCELLANEOUS PROVISIONS**

#### Section 1201. Amendments.

(a) The rights and duties of the City and the Bondowners, and the terms and provisions of the Bonds or of this Ordinance, may be amended or modified at any time in any respect by ordinance of the City with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the City Clerk, but no such modification or alteration shall:

(1) extend the maturity of any payment of principal or interest due upon any Bond;

(2) effect a reduction in the amount which the City is required to pay by way of principal of or interest on any Bond;

(3) permit the creation of a lien on the Net Revenues of the System prior or equal to the lien of the Bonds or Parity Bonds;

- (4) permit preference or priority of any Bonds over any other Bonds;
- (5) alter the optional Redemption Date of any Bond; or

(6) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Ordinance.

(b) Any provision of the Bonds or of this Ordinance may, however, be amended or modified by ordinance duly adopted by the governing body of the City at any time in any respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

(c) Without notice to or the consent of any Bondowners, the City may amend or supplement this Ordinance for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein or in connection with any other change herein which is not materially adverse to the interests of the Bondowners.

(d) Every amendment or modification of the provisions of the Bonds or of this Ordinance to which the written consent of the Bondowners is given, as above provided, shall be expressed in an ordinance adopted by the governing body of the City amending or supplementing the provisions of this Ordinance and shall be deemed to be a part of this Ordinance. A certified copy of every such amendatory or supplemental ordinance, if any, and a certified copy of this Ordinance shall always be kept on file in the office of the City Clerk, and shall be made available for inspection by any Bondowner or a prospective purchaser or owner of any Bond authorized by this Ordinance, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental ordinance or of this Ordinance will be sent by the City Clerk to any such Bondowner or prospective Bondowner.

(e) Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the City Clerk a copy of the ordinance of the City hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

(f) The City shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Ordinance made hereunder which affects the duties or obligations of the Paying Agent under this Ordinance.

## Section 1202. Notices, Consents and Other Instruments by Bondowners.

(a) Any notice, consent, request, direction, approval, objection or other instrument required by this Ordinance to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (other than the assignment of ownership of a Bond, which is provided for in the form of Bond attached as **Exhibit A**), if made in the following manner, shall be sufficient for any of the purposes of this Ordinance, and shall be conclusive in favor of the City and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(1) The fact and date of the execution by any Person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the Person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(2) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

(b) In determining whether the Bondowners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Ordinance, Bonds owned by the City shall be disregarded and deemed not to be Outstanding under this Ordinance, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the City.

**Section 1203.** Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be sent, received and stored by electronic means.

**Section 1204.** Further Authority. The officers of the City, including the Mayor, the City Administrator, the Assistant City Administrator and the City Clerk, shall be, and they hereby are, authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Ordinance and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

**Section 1205.** Severability. If any section or other part of this Ordinance, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Ordinance.

**Section 1206.** Governing Law. This Ordinance shall be governed by and constructed in accordance with the applicable laws of the State of Missouri.

Section 1207. Effective Date. This Ordinance shall take effect and be in full force and effect from and after its passage and approval.

FIRST READING: April 17, 2023.

SECOND READING: April 17, 2023.

PASSED AND APPROVED this \_\_\_\_\_ day of April, 2023, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_ nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

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

Mayor

ATTEST:

City Clerk

## EXHIBIT A TO ORDINANCE

## (FORM OF BOND)

### UNITED STATES OF AMERICA STATE OF MISSOURI

Registered No. R-1 Registered \$3,500,000

## **CITY OF JACKSON, MISSOURI**

#### COMBINED WATERWORKS AND SEWERAGE SYSTEM REVENUE BOND

## SERIES 2023

Interest Rate	<b>Maturity Date</b>	<b>Dated Date</b>
3.64%	July 1, 2038	May 2, 2023

## **REGISTERED OWNER:** REGIONS EQUIPMENT FINANCE CORPORATION

## PRINCIPAL AMOUNT: THREE MILLION FIVE HUNDRED THOUSAND DOLLARS

The **CITY OF JACKSON, MISSOURI**, a fourth-class city and a political subdivision of the State of Missouri (the "City"), for value received, promises to pay to the registered owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the principal amount shown above on the maturity date shown above, unless called for redemption prior to said maturity date, and to pay interest thereon, but solely from the source and in the manner herein specified, at the interest rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the dated date shown above or from the most recent interest payment date to which interest has been paid or duly provided for, payable semiannually on January 1 and July 1 in each year, beginning on January 1, 2024, until said principal amount has been paid. Notwithstanding the foregoing, upon the occurrence of a Determination of Taxability, the rate of interest on this Bond shall be adjusted to the Taxable Rate as described in Section 202 of the Ordinance and the Registered Owner shall be entitled to certain other payments as set forth in Section 202 of the Ordinance to compensate for the occurrence of the Determination of Taxability.

The principal or redemption price of this Bond shall be paid at maturity or upon earlier redemption by check, electronic transfer or draft to the Person in whose name this Bond is registered at the maturity or redemption date thereof, upon presentation and surrender of this Bond at the office of the City Clerk (the "Paying Agent"). Notwithstanding the foregoing, this Bond only needs to be presented for payment upon final maturity or redemption in full. The interest payable on this Bond on any interest payment date shall be paid to the Person in whose name this Bond is registered on the Bond Register at the close of business on the Record Date for such interest by (a) check or draft mailed by the Paying Agent to such Registered Owner at the address shown on the Bond Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner or (b) by electronic transfer to such Registered Owner upon written notice signed by such Registered Owner and given to the Paying Agent by such Registered Owner not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the name and address of the bank (which shall be in the continental United States), its ABA routing number and the account number to which such Registered Owner wishes to have such transfer directed and an acknowledgment that an electronic transfer fee is payable.

This Bond is one of a duly authorized series of bonds of the City designated "Combined Waterworks and Sewerage System Revenue Bonds, Series 2023," aggregating the principal amount of \$3,500,000 (the "Bonds"), issued by the City for the purpose of providing funds to pay the costs of (a) acquiring, constructing, extending and improving the City's combined waterworks and sewerage system (said combined waterworks and sewerage system, together with all future improvements and extensions thereto hereafter constructed or acquired by the City, being herein called the "System"), and (b) issuing the Bonds, all under authority of and in full compliance with the Constitution and laws of the State of Missouri, including particularly Chapter 108 and Chapter 250 of the Revised Statutes of Missouri, as amended, and pursuant to an election duly held in the City and an ordinance duly adopted by the governing body of the City (herein called the "Ordinance"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Ordinance.

At the option of the City, the Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity on July 1, 2031 and thereafter as a whole or in part on 10 days' written notice at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

The Bonds are subject to mandatory redemption and payment prior to their stated maturity pursuant to the mandatory redemption requirements of the Ordinance at a redemption price equal to 100% of the principal amount represented by the Bonds being redeemed plus accrued interest to the redemption date, on July 1, 2024 and on each July 1 thereafter until maturity.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first-class mail at least 10 days prior to the redemption date, to each Registered Owner of each of the Bonds to be redeemed at the address shown on the Bond Register. Notice of redemption having been given as aforesaid, the Bonds or portions of the Bonds to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City defaults in the payment of the redemption price) such Bonds or portions of the Bonds shall cease to bear interest.

The Bonds are special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Net Revenues of the System, and the taxing power of the City is not pledged to the payment of the Bonds, either as to principal or interest. The Bonds shall not be or constitute a general obligation of the City, nor shall they constitute an indebtedness of the City within the meaning of any constitutional or statutory provision, limitation or restriction. The Bonds stand on a parity and are equally and ratably secured with respect to the payment of principal and interest from the Net Revenues of the System and in all other respects with the City's (a) Combined Waterworks and Sewerage System Revenue Bonds, Series 2016, outstanding in the aggregate principal amount of \$2,710,000 and (b) Combined Waterworks and Sewerage System Revenue Bonds, Series 2019, outstanding in the aggregate principal amount of \$3,210,000. Under the conditions set forth in the Ordinance, the City has the right to issue additional parity bonds and other obligations payable from and secured by the Net Revenues; provided, however, that such additional bonds may be so issued only in accordance with and subject to the covenants, conditions and restrictions relating thereto set forth in the Ordinance.

The City hereby covenants and agrees with the Registered Owner of this Bond that it will keep and perform all covenants and agreements contained in the Ordinance, and will fix, establish, maintain and collect such rates, fees and charges for the use and services furnished by or through the System, as will produce revenues sufficient to pay the costs of operation and maintenance of the System and pay the principal of and interest on the Bonds as and when the same becomes due. Reference is made to the Ordinance for a description of the covenants and agreements made by the City with respect to the collection, segregation and application of the Revenues, the nature and extent of the security for the Bonds, the rights, duties and obligations of the City with respect thereto, and the rights of the Registered Owners thereof.

The Bonds are issuable in the form of fully-registered Bonds in the denomination of \$5,000 or any integral multiple thereof.

The Bonds may be transferred in whole only, and the Lender agrees that it will only offer, sell, pledge, transfer or exchange this Bond (a) in accordance with an available exemption from the registration requirements of Section 5 of the Securities Act of 1933, as amended, (b) in accordance with any applicable state securities laws and (c) in accordance with the provisions of the Ordinance. This Bond may be transferred or exchanged, as provided in the Ordinance, only on the Bond Register kept for that purpose at the office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Ordinance and upon payment of the charges therein prescribed. The City and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Ordinance until the Certificate of Authentication hereon has been executed by the Paying Agent.

**IT IS HEREBY CERTIFIED AND DECLARED** that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law, and that before the issuance of the Bonds, provision has been duly made for the collection and segregation of the Revenues and for the application of the same as provided in the Ordinance.

[Remainder of Page Intentionally Left Blank]

**IN WITNESS WHEREOF**, the **CITY OF JACKSON**, **MISSOURI**, has executed this Bond by causing it to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk and its official seal to be affixed hereto or imprinted hereon.

## **CERTIFICATE OF AUTHENTICATION**

CITY OF JACKSON, MISSOURI

This Bond is one of the Bonds of the issue described in the within-mentioned Ordinance.

Registration Date: \_\_\_\_\_

CITY CLERK OF THE CITY OF JACKSON, MISSOURI, Paying Agent By: \_\_\_\_\_

Dwain Hahs, Mayor

(Seal)

ATTEST:

By:

Authorized Signatory

Liza Walker, City Clerk

### ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_\_\_ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Medallion Signature Guarantee:

# **EXHIBIT B TO ORDINANCE**

# FEDERAL TAX CERTIFICATE

[On file in the Office of the City Clerk.]

# EXHIBIT C TO ORDINANCE

# LENDER'S PROPOSAL

[On file in the Office of the City Clerk.]

## CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the Ordinance of the City of Jackson, Missouri, adopted by the Board of Aldermen on April 17, 2023, authorizing the issuance of \$3,500,000 principal amount of Combined Waterworks and Sewerage System Revenue Bonds, Series 2023, as the same appears of record in my office, and that said Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: May 2, 2023.

(Seal)

Liza Walker, City Clerk of the City of Jackson, Missouri FEDERAL TAX CERTIFICATE

Dated May 2, 2023

## **OF THE**

**CITY OF JACKSON, MISSOURI** 

\$3,500,000 Combined Waterworks and Sewerage System Revenue Bonds Series 2023

## FEDERAL TAX CERTIFICATE

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- Exhibit C Description of Property Comprising the Project
- Exhibit D Sample Annual Compliance Checklist
- Exhibit E Sample Final Written Allocation
- Exhibit F Tax Compliance Procedure
- Exhibit G Ordinance of Official Intent

\* \* \*

#### FEDERAL TAX CERTIFICATE

THIS FEDERAL TAX CERTIFICATE (this "Tax Certificate") is executed May 2, 2023, by the CITY OF JACKSON, MISSOURI, a political subdivision organized and existing under the laws of the State of Missouri (the "Issuer").

#### RECITALS

1. This Tax Certificate is being executed and delivered in connection with the issuance by the Issuer of \$3,500,000 principal amount of Combined Waterworks and Sewerage System Revenue Bonds, Series 2023 (the "Bonds"), under an ordinance adopted by the governing body of the Issuer on April 17, 2023 (the "Ordinance"), for the purposes described in this Tax Certificate and in the Ordinance.

2. The Internal Revenue Code of 1986, as amended (the "Code"), and the applicable regulations and rulings issued by the U.S. Treasury Department (the "Regulations"), impose certain limitations on the uses and investment of the Bond proceeds and of certain other money relating to the Bonds and set forth the conditions under which the interest on the Bonds will be excluded from gross income for federal income tax purposes.

**3.** The Issuer is executing this Tax Certificate in order to set forth certain facts, covenants, representations and expectations relating to the use of Bond proceeds and the property financed or refinanced with those proceeds and the investment of the Bond proceeds and of certain other related money, in order to establish and maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes, and to provide guidance for complying with the arbitrage rebate and yield reduction amounts provisions of Code § 148(f).

4. The Issuer adopted a Tax-Exempt Financing Compliance Policy and Procedure on April 1, 2013 (the "Tax Compliance Procedure"), a copy of which is attached as **Exhibit F**, for the purpose of setting out general procedures for the Issuer to continuously monitor and comply with the federal income tax requirements set out in the Code and the Regulations.

5. This Tax Certificate is entered into as required by the Tax Compliance Procedure to set out specific tax compliance procedures applicable to the Bonds.

NOW, THEREFORE, the Issuer represents, covenants and agrees as follows:

### ARTICLE I

#### **DEFINITIONS**

Section 1.1. Definitions of Words and Terms. Except as otherwise provided in this Tax Certificate or unless the context otherwise requires, capitalized words and terms used in this Tax Certificate have the same meanings as set forth in the Ordinance, and certain other words and phrases have the meanings assigned in Code §§ 103, 141-150 and the Regulations. The following words and terms used in this Tax Certificate have the following meanings:

"Annual Compliance Checklist" means a checklist for the Bonds designed to measure compliance with the requirements of this Tax Certificate and the Tax Compliance Procedure after the Issue Date, as further described in Section 4.2 and substantially in the form attached as Exhibit D.

**"Bona Fide Debt Service Fund"** means a fund, which may include Bond proceeds, that (a) is used primarily to achieve a proper matching of revenues with principal and interest payments within each Bond Year, and (b) is depleted at least once each Bond Year, except for a reasonable carryover amount not to exceed the greater of (1) the earnings on the fund for the immediately preceding Bond Year, or (2) one-twelfth of the principal and interest payments on the Bonds for the immediately preceding Bond Year.

"Bond" or "Bonds" means any Bond or Bonds described in the recitals, authenticated and delivered under the Ordinance.

**"Bond Compliance Officer"** means the Issuer's Assistant City Administrator or other person named in the Tax Compliance Procedure.

**"Bond Counsel"** means Gilmore & Bell, P.C., or other firm of nationally recognized bond counsel acceptable to the Issuer.

**"Bond Year"** means each one-year period (or shorter period for the first Bond Year) ending July 1, or another one-year period selected by the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended.

**"Final Written Allocation"** means the Final Written Allocation of expenditures of Bond proceeds prepared by the Bond Compliance Officer in accordance with the Tax Compliance Procedure and **Section 4.2(b)**.

"Financed Facility" means the portion of the Project being financed with the proceeds of the Bonds as described on Exhibit C.

"Gross Proceeds" means (a) sale proceeds (any amounts actually or constructively received by the Issuer from the sale of the Bonds, including amounts used to pay underwriting discount or fees, but excluding pre-issuance accrued interest), (b) Investment proceeds (any amounts received from investing sale proceeds or other Investment proceeds), (c) any amounts held in a sinking fund for the Bonds, (d) any amounts held in a pledged fund or reserve fund for the Bonds, and (e) any other replacement proceeds. Specifically, Gross Proceeds includes (but is not limited to) amounts held in the following funds and accounts:

- (1) Combined Waterworks and Sewerage System Project Fund (the "Project Fund")
- (2) Debt Service Account for Combined Waterworks and Sewerage System Revenue Bonds, Series 2023 (the "Debt Service Account")

"Guaranteed Investment Contract" is any Investment with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, including any agreement to supply Investments on two or more future dates (*e.g.*, a forward supply contract).

"Investment" means any security, obligation, annuity contract or other investment-type property that is purchased directly with, or otherwise allocated to, Gross Proceeds. This term does not include a tax-exempt bond, except for "specified private activity bonds" as defined in Code § 57(a)(5)(C), but it does include the investment element of most interest rate caps.

"IRS" means the United States Internal Revenue Service.

"Issue Date" means May 2, 2023.

**"Issuer"** means the City of Jackson, Missouri, and its successors and assigns, or any body, agency or instrumentality of the State of Missouri succeeding to or charged with the powers, duties and functions of the Issuer.

"Lender" means Regions Equipment Finance Corporation, Birmingham, Alabama, as the purchaser of the Bonds.

**"Management or Service Agreement"** means a legal agreement defined in Regulation § 1.141-3(b) as a management, service or incentive payment contract with an entity that provides services involving all or a portion of any function of the Financed Facility, such as a contract to manage the entire Financed Facility or a portion of the Financed Facility. Contracts for services that are solely incidental to the primary governmental function of the Financed Facility (*e.g.*, contracts for janitorial, office equipment repair, billing or similar services), however, are not treated as Management or Service Agreements.

"Measurement Period" means, with respect to each item of property financed as part of the Financed Facility, the period beginning on the later of (a) the Issue Date or (b) the date the property is placed in service and ending on the earlier of (1) the final maturity date of the Bonds or (2) the end of the expected economic useful life of the property.

"Minor Portion" means the lesser of \$100,000 or 5% of the sale proceeds of the Bonds.

"Net Proceeds" means, when used in reference to the Bonds, the sale proceeds (excluding preissuance accrued interest), less an allocable share of any proceeds deposited in a reasonably required reserve or replacement fund, plus an allocable share of all Investment earnings on such sale proceeds.

**"Non-Qualified Use"** means use of Bond proceeds or the Financed Facility in a trade or business carried on by any Non-Qualified User. The rules set out in Regulation § 1.141-3 determine whether Bond proceeds or the Financed Facility are "used" in a trade or business. Generally, ownership, a lease or any other use that grants a Non-Qualified User a special legal right or entitlement with respect to the Financed Facility will constitute use under Regulation § 1.141-3.

"Non-Qualified User" means any person or entity other than a Qualified User.

"Official Intent Date" means May 18, 2015 as described in Section 2.1(j).

**"Opinion of Bond Counsel"** means the written opinion of Bond Counsel to the effect that the proposed action or the failure to act will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

**"Ordinance"** means the ordinance adopted by the governing body of the Issuer on April 17, 2023, as amended and supplemented in accordance with the provisions thereof.

**"Post-Issuance Tax Requirements"** means those requirements related to the use of Bond proceeds, the use of the Financed Facility and the investment of Gross Proceeds after the Issue Date.

"Project" means all of the property being acquired, developed, constructed, renovated and equipped by the Issuer using Bond proceeds and Qualified Equity, all as described on Exhibit C.

"Qualified Equity" means funds (but excluding an existing equity ownership interest in real property or tangible personal property) that are not derived from proceeds of a tax-exempt financing that are spent on the Project on a date that is no earlier than a date on which such expenditures would be eligible for reimbursement by proceeds of the Bonds under Regulation § 1.150-2(d)(2) and ending not later than the date the Project is capable of and actually used at substantially its designed level.

#### "Qualified Use Agreement" means any of the following:

(a) A lease or other short-term use by members of the general public who occupy the Financed Facility on a short-term basis in the ordinary course of the Issuer's governmental purposes.

(b) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 200 days in length pursuant to arrangements whereby (1) the use of the Financed Facility under the same or similar arrangements is predominantly by natural persons who are not engaged in a trade or business and (2) the compensation for the use is determined based on generally applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(c) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 100 days in length pursuant to arrangements whereby (1) the use of the property by the person would be general public use but for the fact that generally applicable and uniformly applied rates are not reasonably available to natural persons not engaged in a trade or business, (2) the compensation for the use is determined based on applicable, fair market value rates that are in effect at the time the agreement is entered into or renewed, and (3) the Financed Facility was not constructed for a principal purpose of providing the property for use by that Qualified User or Non-Qualified User. Any Qualified User or Non-Qualified User using all or any portion of the Financed Facility under this type of arrangement may have a right of first refusal to renew the agreement at rates generally in effect at the time of the renewal.

(d) Agreements with Qualified Users or Non-Qualified Users to use all or a portion of the Financed Facility for a period up to 50 days in length pursuant to a negotiated arm's-length arrangement at fair market value so long as the Financed Facility was not constructed for a principal purpose of providing the property for use by that person.

**"Qualified User"** means a state, territory, possession of the United States, the District of Columbia, or any political subdivision thereof, or any instrumentality of such entity, but it does not include the United States or any agency or instrumentality of the United States.

**"Regulations"** means all Regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to the Bonds.

"System" means the Issuer's combined waterworks plant and system and sewerage plant and system owned and operated by the Issuer for the production, storage, treatment and distribution of water, and for the collection, treatment and disposal of sewage, to serve the needs of the Issuer and its inhabitants and others, including all appurtenances and facilities connected therewith or relating thereto, together with all extensions, improvements, additions and enlargements thereto hereafter made or acquired by the Issuer.

**"Tax Certificate"** means this Federal Tax Certificate as it may from time to time be amended and supplemented in accordance with its terms.

**"Tax Compliance Procedure"** means the Issuer's Tax-Exempt Financing Compliance Policy and Procedure, dated April 1, 2013, as it may from time to time be amended.

**"Tax-Exempt Bond File"** means documents and records for the Bonds maintained by the Bond Compliance Officer pursuant to the Tax Compliance Procedure.

"**Transcript**" means the Transcript of Proceedings relating to the authorization and issuance of the Bonds.

"Yield" means yield on the Bonds, computed under Regulation § 1.148-4, and yield on an Investment, computed under Regulation § 1.148-5.

#### **ARTICLE II**

#### **GENERAL REPRESENTATIONS AND COVENANTS**

Section 2.1. Representations and Covenants of the Issuer. The Issuer represents and covenants as follows:

(a) Organization and Authority. The Issuer (1) is a political subdivision organized and existing under the laws of the State of Missouri, (2) has lawful power and authority to issue the Bonds for the purposes set forth in the Ordinance, to enter into, execute and deliver the Ordinance, the Bonds and this Tax Certificate and to carry out its obligations under the Ordinance, the Bonds and this Tax Certificate, and (3) by all necessary action has been duly authorized to execute and deliver the Ordinance, the Bonds and this Tax Certificate, acting by and through its duly authorized officials.

(b) *Tax-Exempt Status of Bonds–General Covenant and Allocation of Proceeds to Project.* 

(1) The Issuer (to the extent within its power or direction) will not use any money on deposit in any fund or account maintained in connection with the Bonds, whether or not such money was derived from the proceeds of the sale of the Bonds or from any other source, in a manner that would cause the Bonds to be "arbitrage bonds," within the meaning of Code § 148, and will not (to the extent within its power or direction) otherwise use or permit the use of any Bond proceeds or any other funds of the Issuer, directly or indirectly, in any manner, or take or permit to be taken any other action or actions, that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

(2) The Issuer will finance the Project with Bond proceeds and Qualified Equity. For purposes of the covenants in this **Section 2.1** relating to Non-Qualified Use of the Project, any Non-

Qualified Use shall be treated as first allocated entirely to the portion of the Project financed with Qualified Equity, and then, but only to the extent of any excess Non-Qualified Use, to the portion of the Project financed by Bond proceeds (*i.e.*, the Financed Facility).

(c) *Governmental Obligations–Use of Proceeds*. Throughout the Measurement Period (1) all of the Financed Facility is expected to be owned by the Issuer or another Qualified User, (2) no portion of the Financed Facility is expected to be used in a Non-Qualified Use, and (3) the Issuer will not permit any Non-Qualified Use of the Financed Facility without first consulting with Bond Counsel.

(d) *Governmental Obligations–Private Security or Payment*. As of the Issue Date, the Issuer expects that none of the principal and interest on the Bonds will be (under the terms of the Bonds or any underlying arrangement) directly or indirectly:

(1) secured by (A) any interest in property used or to be used for a Non-Qualified Use, or (B) any interest in payments in respect of such property; or

(2) derived from payments (whether or not such payments are made to the Issuer) in respect of property, or borrowed money, used or to be used for a Non-Qualified Use.

For purposes of the foregoing, taxes of general application, including payments in lieu of taxes, are not treated as private payments or as private security. The Issuer will not permit any private security or payment with respect to the Bonds without first consulting with Bond Counsel.

(e) *No Private Loan.* Not more than 5% of the net proceeds of the Bonds will be loaned directly or indirectly to any Non-Qualified User.

(f) *Management or Service Agreements*. As of the Issue Date, the Issuer has no Management or Service Agreements with Non-Qualified Users. During the Measurement Period, the Issuer will not enter into or renew any Management or Service Agreement with any Non-Qualified User without first consulting with Bond Counsel.

(g) Leases and Similar Use Agreements. As of the Issue Date, the Issuer has not entered into any leases or similar use agreements or arrangements with respect to any portion of the Project other than Qualified Use Agreements. During the Measurement Period, the Issuer will not enter into or renew any lease or similar agreement or arrangement with respect to any portion of the Project other than a Qualified Use Agreement without first consulting with Bond Counsel.

(h) *Output Contracts.* As of the Issue Date, the Issuer does not have any Output Contracts (defined below). During the Measurement Period, the Issuer will not enter into any Output Contract without first consulting with Bond Counsel. The term "Output Contract" is defined in Regulation § 1.141-7, and generally includes any contract with a Non-Qualified User that provides for the purchase of the output of the Financed Facility. A similar contract with a Qualified User is not an Output Contract.

(i) *Limit on Maturity of Bonds*. A list of the assets included in the Project and a computation of the "average reasonably expected economic life" is attached as **Exhibit C**. Based on this computation, the "average maturity" of the Bonds, as computed by Bond Counsel, does not exceed the average reasonably expected economic life of the Financed Facility.

(j) Expenditure of Bond Proceeds.

(1) The Issuer will evidence each allocation of the proceeds of the Bonds and Qualified Equity for the Project to an expenditure in writing. No allocation will be made more than 18 months following the later of (A) the date of the expenditure or (B) the date the Financed Facility was placed in service.

(2) On the Official Intent Date, the governing body of the Issuer adopted an ordinance stating the Issuer's intent to finance the Financed Facility with tax-exempt bonds and to reimburse the Issuer for expenditures made for the Financed Facility prior to the issuance of those bonds. A copy of the ordinance is attached as **Exhibit G**. The Issuer does not intend to allocate any proceeds of the Bonds to reimburse an expenditure paid prior to the Issue Date. If the Issuer subsequently determines to reimburse an expenditure paid prior to the Issue Date, no portion of the Net Proceeds of the Bonds will be used to reimburse an expenditure paid by the Issuer more than 60 days prior to the date the ordinance was adopted unless the expenditure may be reimbursed for the reasons permitted under Regulation § 1.150-2(f) (for example, issuance costs, de minimis amounts and preliminary expenditures). No reimbursement allocation will be made more than three years following the later of (A) the date of the expenditure or (B) the date the Financed Facility was placed in service.

(k) *Registered Bonds*. The Ordinance requires that all of the Bonds will be issued and held in registered form within the meaning of Code § 149(a).

(1) *Bonds Not Federally Guaranteed*. The Issuer will not take any action or permit any action to be taken which would cause any Bond to be "federally guaranteed" within the meaning of Code § 149(b).

(m) *IRS Form 8038-G*. Bond Counsel will prepare Form 8038-G (Information Return for Tax-Exempt Governmental Obligations) based on the representations and covenants of the Issuer contained in this Tax Certificate or otherwise provided by the Issuer. Bond Counsel will sign the return as a paid preparer following completion and will then deliver copies to the Issuer for execution and for the Issuer's records. The Issuer agrees to timely execute and return to Bond Counsel the execution copy of Form 8038-G for filing with the IRS. A copy of the "as-filed" copy along with proof of filing will be included as **Exhibit B**.

(n) *Hedge Bonds*. At least 85% of the net sale proceeds (the sale proceeds of the Bonds less any sale proceeds invested in a reserve fund) of the Bonds will be used to carry out the governmental purpose of the Bonds within three years after the Issue Date, and not more than 50% of the Bond proceeds will be invested in Investments having a substantially guaranteed Yield for four years or more.

(o) *Compliance with Future Tax Requirements*. The Issuer understands that the Code and the Regulations may impose new or different restrictions and requirements on the Issuer in the future. The Issuer will comply with such future restrictions that are necessary to maintain the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(p) Single Issue; No Other Issues. The Bonds constitute a single "issue" under Regulation § 1.150-1(c). No other debt obligations of the Issuer (1) are being sold within 15 days of the sale of the Bonds, (2) are being sold under the same plan of financing as the Bonds, and (3) are expected to be paid from substantially the same source of funds as the Bonds (disregarding guarantees from unrelated parties, such as bond insurance).

(q) Interest Rate Swap. As of the Issue Date, the Issuer has not entered into an interest rate swap agreement or any other similar arrangement designed to modify its interest rate risk with respect to

the Bonds. The Issuer will not enter into any such arrangement in the future without first consulting with Bond Counsel.

(r) *Guaranteed Investment Contract.* As of the Issue Date, the Issuer does not expect to enter into a Guaranteed Investment Contract for any Gross Proceeds of the Bonds. The Issuer will be responsible for complying with **Section 4.4(d)** if it decides to enter into a Guaranteed Investment Contract at a later date.

(s) *Bank Qualified Tax-Exempt Obligations*. The Issuer hereby designates the Bonds as "qualified tax-exempt obligations" under Code § 265(b)(3), and with respect to this designation certifies as follows:

(1) the Issuer reasonably anticipates that the amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) that will be issued by or on behalf of the Issuer (and all subordinate entities of the Issuer) during calendar year 2023, including the Bonds, will not exceed \$10,000,000; and

(2) the Issuer (including all subordinate entities of the Issuer) will not issue tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) during calendar year 2023, including the Bonds, in an aggregate principal amount or aggregate issue price in excess of \$10,000,000, without first obtaining advice of Bond Counsel that the designation of the Bonds as "qualified tax-exempt obligations" will not be adversely affected.

**Section 2.2.** Survival of Representations and Covenants. All representations, covenants and certifications contained in this Tax Certificate or in any certificate or other instrument delivered by the Issuer under this Tax Certificate, will survive the execution and delivery of such documents and the issuance of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations. The foregoing covenants of this Section will remain in full force and effect notwithstanding the defeasance of the Bonds.

#### **ARTICLE III**

#### **ARBITRAGE CERTIFICATIONS AND COVENANTS**

**Section 3.1.** General. The purpose of this Article III is to certify, under Regulation § 1.148-2(b), the Issuer's expectations as to the sources, uses and investment of Bond proceeds and other money, in order to support the Issuer's conclusion that the Bonds are not arbitrage bonds. The persons executing this Tax Certificate on behalf of the Issuer are officers of the Issuer responsible for issuing the Bonds.

Section 3.2. Reasonable Expectations. The facts, estimates and expectations set forth in this Article III are based upon and in reliance upon the Issuer's understanding of the documents and certificates that comprise the Transcript, and the representations, covenants and certifications of the parties contained therein. To the Issuer's knowledge, the facts and estimates set forth in this Tax Certificate are accurate, and the expectations of the Issuer set forth in this Tax Certificate are reasonable. The Issuer has no knowledge that would cause it to believe that the representations, warranties and certifications described in this Tax Certificate are unreasonable or inaccurate or may not be relied upon.

**Section 3.3. Purposes of the Financing.** The Bonds are being issued for the purpose of providing funds to pay a portion of the cost of the Project and the costs of issuing the Bonds.

Section 3.4. Funds and Accounts. The following funds and accounts have been established or ratified under the Ordinance:

- (a) Project Fund
- (b) Debt Service Account
- (c) Combined Waterworks and Sewerage System Revenue Fund (the "Revenue Fund")

#### Section 3.5. Amount and Use of Bond Proceeds.

(a) *Amount of Bond Proceeds*. The total proceeds to be received by the Issuer from the sale of the Bonds will be \$3,500,000.

(b) *Use of Bond Proceeds*. The Bond proceeds are expected to be allocated to expenditures as follows:

(1) The accrued interest, if any, will be deposited in the Debt Service Account and used to pay interest on the Bonds.

(2) The remaining proceeds of the Bonds (\$3,500,000) will be deposited into the Project Fund and will be used to pay the costs of the Financed Facility and the costs of issuing the Bonds.

#### Section 3.6. [Reserved]

Section 3.7. No Current Refunding. No proceeds of the Bonds will be used to pay the principal of or interest on any other debt obligation.

**Section 3.8. Project Completion.** The Issuer has incurred, or will incur within six months after the Issue Date, a substantial binding obligation to a third party to spend at least 5% of the Net Proceeds of the Bonds on the Financed Facility. The completion of the Financed Facility and the allocation of the Net Proceeds of the Bonds to expenditures will proceed with due diligence. At least 85% of the Net Proceeds of the Bonds will be allocated to expenditures on the Financed Facility within three years after the Issue Date.

**Section 3.9. Sinking Funds.** The Issuer is required to make periodic payments in amounts sufficient to pay the principal of and interest on the Bonds. Such payments will be deposited into the Debt Service Account. Except for the Debt Service Account, no sinking fund or other similar fund that is expected to be used to pay principal of or interest on the Bonds has been established or is expected to be established. The Debt Service Account is used primarily to achieve a proper matching of revenues with principal and interest payments on the Bonds within each Bond Year, and the Issuer expects that the Debt Service Account will qualify as a Bona Fide Debt Service Fund.

### Section 3.10. Reserve, Replacement and Pledged Funds.

(a) *No Debt Service Reserve Fund*. No reserve or replacement fund has been established for the Bonds.

(b) No Other Replacement or Pledged Funds. None of the Bond proceeds will be used as a substitute for other funds that were intended or earmarked to pay costs of the Financed Facility, and that instead have been or will be used to acquire higher Yielding Investments. Except for the Debt Service Account, there are no other funds pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

(c) Other Funds and Accounts. Amounts held in the Revenue Fund may be used to operate and maintain the System, to enlarge or improve the System or for any other lawful purpose in connection with the operation of or for the benefit of the System. Therefore, amounts held in the Revenue Fund are not pledged or committed in a manner that provides a reasonable assurance that such funds would be available for payment of the principal of or interest on the Bonds if the Issuer encounters financial difficulty.

**Section 3.11. Purpose Investment Yield.** The Bond proceeds will not be used to purchase an Investment for the purpose of carrying out the governmental purpose of the financing.

### Section 3.12. Issue Price and Yield on Bonds.

(a) *Issue Price*. Based on the certifications of the Lender in the Lender's Receipt for Bonds and Closing Certificate, the issue price of the Bonds pursuant to Regulation 1.148-1(f)(2)(i) (relating to the so-called "private placement rule") is the price paid by the Lender (\$3,500,000).

(b) *Bond Yield*. Based on the issue price, the Yield on the Bonds is 3.639046%, as computed by Bond Counsel and shown on **Exhibit A**. The Issuer has not entered into an interest rate swap agreement with respect to any portion of the proceeds of the Bonds.

#### Section 3.13. Miscellaneous Arbitrage Matters.

(a) *No Abusive Arbitrage Device*. The Bonds are not and will not be part of a transaction or series of transactions that has the effect of (1) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage, and (2) overburdening the tax-exempt bond market.

(b) *No Over-Issuance.* The sale proceeds of the Bonds, together with expected Investment earnings thereon and other money contributed by the Issuer, do not exceed the cost of the governmental purpose of the Bonds as described above.

**Section 3.14.** Conclusion. On the basis of the facts, estimates and circumstances set forth in this Tax Certificate, the Issuer does not expect that the Bond proceeds will be used in a manner that would cause any Bond to be an "arbitrage bond" within the meaning of Code § 148 and the Regulations.

#### **ARTICLE IV**

#### POST-ISSUANCE TAX REQUIREMENTS, POLICIES AND PROCEDURES

#### Section 4.1. General.

(a) *Purpose of Article.* The purpose of this **Article IV** is to supplement the Tax Compliance Procedure and to set out specific policies and procedures governing compliance with the federal income tax requirements that apply after the Bonds are issued. The Issuer recognizes that interest on the Bonds will remain excludable from gross income only if the Post-Issuance Tax Requirements are followed after the Issue Date. The Issuer further acknowledges that written evidence substantiating compliance with the Post-Issuance Tax Requirements must be retained in order to permit the Bonds to be refinanced with taxexempt obligations and substantiate the position that interest on the Bonds is exempt from gross income in the event of an audit of the Bonds by the IRS.

(b) *Written Policies and Procedures of the Issuer*. The Issuer intends for the Tax Compliance Procedure, as supplemented by this Tax Certificate, to be its primary written policies and procedures for monitoring compliance with the Post-Issuance Tax Requirements for the Bonds and to supplement any other formal policies and procedures related to tax compliance that the Issuer has established. The provisions of this Tax Certificate are intended to be consistent with the Tax Compliance Procedure. In the event of any inconsistency between the Tax Compliance Procedure and this Tax Certificate, the terms of this Tax Certificate will govern.

(c) *Bond Compliance Officer.* The Issuer when necessary to fulfill the Post-Issuance Tax Requirements will, through its Bond Compliance Officer, sign Form 8038-T in connection with the payment of arbitrage rebate or Yield reduction amounts, participate in any federal income tax audit of the Bonds or related proceedings under a voluntary compliance agreement procedure (VCAP) or undertake a remedial action procedure pursuant to Regulation § 1.141-12. In each case, all costs and expenses incurred by the Issuer shall be treated as a reasonable cost of administering the Bonds and the Issuer shall be entitled to reimbursement and recovery of its costs to the same extent as provided in the Ordinance or state law.

#### Section 4.2. Record Keeping, Use of Bond Proceeds and Use of Financed Facility.

(a) *Record Keeping.* The Bond Compliance Officer will maintain the Tax-Exempt Bond File for the Bonds in accordance with the Tax Compliance Procedure. Unless otherwise specifically instructed in advice or a written Opinion of Bond Counsel or to the extent otherwise provided in this Tax Certificate, the Bond Compliance Officer shall retain records related to the Post-Issuance Tax Requirements until three years following the final maturity of (1) the Bonds or (2) any obligation issued to refund the Bonds. Any records maintained electronically must comply with Section 4.01 of Revenue Procedure 97-22, which generally provides that an electronic storage system must (A) ensure an accurate and complete transfer of the hardcopy records which indexes, stores, preserves, retrieves and reproduces the electronic records, (B) include reasonable controls to ensure integrity, accuracy and reliability of the electronic storage system and to prevent unauthorized alteration or deterioration of electronic records, (C) exhibit a high degree of legibility and readability both electronically and in hardcopy, (D) provide support for other books and records of the Issuer, and (E) not be subject to any agreement that would limit the ability of the IRS to access and use the electronic storage system on the Issuer's premises.

(b) Accounting and Allocation of Bond Proceeds and Qualified Equity to Expenditures. The Bond Compliance Officer will account for the investment and expenditure of Bond proceeds in the level of detail required by the Tax Compliance Procedure. The Bond Compliance Officer will supplement the

expected allocation of Bond proceeds and Qualified Equity to expenditures with a Final Written Allocation as required by the Tax Compliance Procedure. A sample form of Final Written Allocation is attached as **Exhibit E**.

(c) Annual Compliance Checklist. Attached as **Exhibit D** is a sample Annual Compliance Checklist for the Bonds. The Bond Compliance Officer will prepare and complete an Annual Compliance Checklist for the Financed Facility at least annually in accordance with the Tax Compliance Procedure. If the Annual Compliance Checklist identifies a deficiency in compliance with the requirements of this Tax Certificate, the Bond Compliance Officer will take the actions identified in advice of Bond Counsel or as described in the Tax Compliance Procedure to correct any deficiency.

(d) *Opinions of Bond Counsel.* The Bond Compliance Officer is responsible for obtaining and delivering to the Issuer any advice or Opinion of Bond Counsel required under the provisions of this Tax Certificate or the Annual Compliance Checklist.

**Section 4.3.** Temporary Periods/Yield Restriction. Except as described below, the Issuer will not invest Gross Proceeds at a Yield greater than the Yield on the Bonds:

(a) *Project Fund*. Bond proceeds deposited in the Project Fund, including amounts held to pay the costs of issuing the Bonds, and investment earnings on those proceeds may be invested without Yield restriction for up to three years following the Issue Date. If any unspent proceeds remain in the Project Fund after three years, those amounts may continue to be invested without Yield restriction so long as the Issuer pays to the IRS all Yield reduction payments in accordance with Regulation § 1.148-5(c). These payments are required whether or not the Bonds are exempt from the arbitrage rebate and Yield reduction amounts requirements of Code § 148.

(b) *Debt Service Account*. To the extent that the Debt Service Account qualifies as a Bona Fide Debt Service Fund, money in such account may be invested without Yield restriction for 13 months after the date of deposit. Earnings on such amounts may be invested without Yield restriction for one year after the date of receipt of such earnings.

(c) *Minor Portion*. In addition to the amounts described above, Gross Proceeds not exceeding the Minor Portion may be invested without Yield restriction.

### Section 4.4. Fair Market Value.

(a) *General.* No Investment may be acquired with Gross Proceeds for an amount (including transaction costs) in excess of the fair market value of such Investment, or sold or otherwise disposed of for an amount (including transaction costs) less than the fair market value of the Investment. The fair market value of any Investment is the price a willing buyer would pay to a willing seller to acquire the Investment in a bona fide, arm's-length transaction. Fair market value will be determined in accordance with Regulation § 1.148-5.

(b) Established Securities Market. Except for Investments purchased for a Yield-restricted defeasance escrow, if an Investment is purchased or sold in an arm's-length transaction on an established securities market (within the meaning of Code § 1273), the purchase or sale price constitutes the fair market value. Where there is no established securities market for an Investment, market value must be established using one of the paragraphs below. The fair market value of Investments purchased for a Yield-restricted defeasance escrow must be determined in a bona fide solicitation for bids that complies with Regulation § 1.148-5.

(c) *Certificates of Deposit.* The purchase price of a certificate of deposit (a "CD") is treated as its fair market value on the purchase date if (1) the CD has a fixed interest rate, a fixed payment schedule and a substantial penalty for early withdrawal, (2) the Yield on the CD is not less than the Yield on reasonably comparable direct obligations of the United States, and (3) the Yield is not less than the highest Yield published or posted by the CD issuer to be currently available on reasonably comparable CDs offered to the public.

(d) *Guaranteed Investment Contracts.* The purchase price of a Guaranteed Investment Contract is treated as its fair market value on the purchase date if all of the following requirements are met:

(1) <u>Bona Fide Solicitation for Bids</u>. The Issuer makes a bona fide solicitation for the Guaranteed Investment Contract, using the following procedures:

(A) The bid specifications are in writing and are timely forwarded to potential providers, or are made available on an internet website or other similar electronic media that is regularly used to post bid specifications to potential bidders. A writing includes a hard copy, a fax or an electronic e-mail copy.

(B) The bid specifications include all "material" terms of the bid. A term is material if it may directly or indirectly affect the Yield or the cost of the Guaranteed Investment Contract.

(C) The bid specifications include a statement notifying potential providers that submission of a bid is a representation (i) that the potential provider did not consult with any other potential provider about its bid, (ii) that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the Issuer or any other person (whether or not in connection with the bond issue), and (iii) that the bid is not being submitted solely as a courtesy to the Issuer or any other person, for purposes of satisfying the requirements of the Regulations.

(D) The terms of the bid specifications are "commercially reasonable." A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the Yield of the Guaranteed Investment Contract.

(E) The terms of the solicitation take into account the Issuer's reasonably expected deposit and draw-down schedule for the amounts to be invested.

(F) All potential providers have an equal opportunity to bid. If the bidding process affords any opportunity for a potential provider to review other bids before providing a bid, then providers have an equal opportunity to bid only if all potential providers have an equal opportunity to review other bids. Thus, no potential provider may be given an opportunity to review other bids that is not equally given to all potential providers (that is no exclusive "last look").

(G) At least three "reasonably competitive providers" are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of Investments being purchased.

(2) <u>Bids Received</u>. The bids received must meet all of the following requirements:

(A) At least three bids are received from providers that were solicited as described above and that do not have a "material financial interest" in the issue. For this purpose, (i) a lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the Issue Date, (ii) any entity acting as a financial advisor with respect to the purchase of the Guaranteed Investment Contract at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue, and (iii) a provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(B) At least one of the three bids received is from a reasonably competitive provider, as defined above.

(C) If an agent or broker is used to conduct the bidding process, the agent or broker did not bid to provide the Guaranteed Investment Contract.

(3) <u>Winning Bid</u>. The winning bid is the highest Yielding bona fide bid (determined net of any broker's fees).

(4) <u>Fees Paid</u>. The obligor on the Guaranteed Investment Contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the Guaranteed Investment Contract.

(5) <u>Records</u>. The Issuer retains the following records with the Bond documents until three years after the last outstanding Bond is redeemed:

(A) A copy of the Guaranteed Investment Contract.

(B) The receipt or other record of the amount actually paid for the Guaranteed Investment Contract, including a record of any administrative costs paid by the Issuer, and the certification as to fees paid, described in paragraph (d)(4) above.

(C) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(D) The bid solicitation form and, if the terms of the Guaranteed Investment Contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(e) *Other Investments*. If an Investment is not described above, the fair market value may be established through a competitive bidding process, as follows:

(1) at least three bids on the Investment must be received from persons with no financial interest in the Bonds (*e.g.*, as underwriters or brokers); and

(2) the Yield on the Investment must be equal to or greater than the Yield offered under the highest bid.

### Section 4.5. Bonds Exempt from the Rebate Requirement.

(a) The Bonds Qualify as a Rebate-Exempt Small Issue. The Issuer certifies that:

- (1) the Issuer is a governmental unit under state law with general taxing powers;
- (2) no Bond is a "private activity bond" as defined in Code § 141;

(3) 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the Issuer; and

(4) the aggregate face amount of all tax-exempt bonds (other than private activity bonds) and qualified tax credit bonds as defined in Code § 54A(d)(1) to be issued by the Issuer during calendar year 2023 is not reasonably expected to exceed \$5,000,000. The Issuer understands that, for this purpose: (A) the Issuer and all entities which issue bonds on behalf of the Issuer are treated as one issuer; (B) all bonds issued by an entity subordinate to the Issuer are treated as issued by the Issuer; and (C) bonds issued by the Issuer to currently refund any other bonds are not taken into account to the extent that the amount of the refunding bonds does not exceed the outstanding amount of the refunded obligations.

(b) Conclusion as to Small Issuer Exemption. Based on these certifications, Bond Counsel has advised the Issuer that the Bonds are exempt from the arbitrage rebate requirements of Code 148(f), under the small issuer exception set forth in Code 148(f)(4)(D).

**Section 4.6.** Filing Requirements. The Issuer will file or cause to be filed with the IRS such reports or other documents as are required by the Code in accordance with advice of Bond Counsel.

### ARTICLE V

### **MISCELLANEOUS PROVISIONS**

Section 5.1. Term of Tax Certificate. This Tax Certificate will be effective concurrently with the issuance and delivery of the Bonds and will continue in force and effect until the principal of, redemption premium, if any, and interest on all Bonds have been fully paid and all such Bonds are canceled; provided that, the provisions of Article IV regarding payment of arbitrage rebate and Yield reduction amounts and all related penalties and interest will remain in effect until all such amounts are paid to the United States and the provisions of Section 4.2 relating to record keeping shall continue in force for the period described therein for records to be retained.

**Section 5.2. Amendments.** This Tax Certificate may be amended from time to time by the Issuer without notice to or the consent of any of the owners of the Bonds, but only if such amendment is in writing and is accompanied by an Opinion of Bond Counsel to the effect that, under then existing law, assuming compliance with this Tax Certificate as so amended such amendment will not cause interest on any Bond to be included in gross income for federal income tax purposes. No such amendment will become effective until the Issuer receives this Opinion of Bond Counsel.

**Section 5.3. Opinion of Bond Counsel.** The Issuer may deviate from the provisions of this Tax Certificate if furnished with an Opinion of Bond Counsel to the effect that the proposed deviation will

not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. The Issuer will comply with any further or different instructions provided in an Opinion of Bond Counsel to the effect that the further or different instructions need to be complied with in order to maintain the validity of the Bonds or the exclusion from gross income of interest on the Bonds.

**Section 5.4. Reliance.** In delivering this Tax Certificate the Issuer is making only those certifications, representations and agreements as are specifically attributed to it in this Tax Certificate. The Issuer is not aware of any facts or circumstances which would cause it to question the accuracy of the facts, circumstances, estimates or expectations of any other party providing certifications as part of this Tax Certificate and, to the best of its knowledge, those facts, circumstances, estimates and expectations are reasonable. The Issuer understands that its certifications will be relied upon by Bond Counsel, in rendering its opinion as to the validity of the Bonds and the exclusion from federal gross income of the interest on the Bonds.

**Section 5.5.** Severability. If any provision in this Tax Certificate or in the Bonds is determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired.

**Section 5.6. Benefit of Agreement.** This Tax Certificate is binding upon the Issuer and its respective successors and assigns and inures to the benefit of the owners of the Bonds. Nothing in this Tax Certificate or in the Ordinance or the Bonds, express or implied, gives to any person, other than the owners of the Bonds, any benefit or any legal or equitable right, remedy or claim under this Tax Certificate.

Section 5.7. Default, Breach and Enforcement. Any misrepresentation of the Issuer contained herein or any breach of a covenant or agreement contained in this Tax Certificate may be pursued by the owners of the Bonds pursuant to the terms of the Ordinance or any other document which references this Tax Certificate and gives remedies for a misrepresentation or breach thereof.

**Section 5.8. Execution in Counterparts.** This Tax Certificate may be executed in any number of counterparts, each of which so executed will be deemed to be an original, but all such counterparts will together constitute the same instrument.

Section 5.9. Governing Law. This Tax Certificate will be governed by and construed in accordance with the laws of the State of Missouri.

Section 5.10. Electronic Transactions. The transaction described in this Tax Certificate may be conducted, and related documents may be sent, received or stored, by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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**IN WITNESS WHEREOF,** the undersigned Mayor and Assistant City Administrator, as Bond Compliance Officer, by their execution of this Tax Certificate hereby make the foregoing certifications, representations and agreements contained in this Tax Certificate on behalf of the Issuer, as of the Issue Date.

# **CITY OF JACKSON, MISSOURI**

# EXHIBIT A

# DEBT SERVICE SCHEDULE AND PROOF OF BOND YIELD

# EXHIBIT B

IRS FORM 8038-G

# EXHIBIT C

# DESCRIPTION OF PROPERTY COMPRISING THE PROJECT

# EXHIBIT D

# SAMPLE ANNUAL COMPLIANCE CHECKLIST

Name of tax-exempt bonds ("Bonds") financing	Combined Waterworks and Sewerage System
the Project:	Revenue Bonds, Series 2023
Issue Date of Bonds:	May 2, 2023
Placed in service date of Project:	
Name of Bond Compliance Officer:	

Period covered by request ("Annual Period"):

Item	Question	Response
1 Ownership	Was the entire Project owned by the Issuer during the entire Annual Period?	☐ Yes ☐ No
	If answer above was "No," was advice of Bond Counsel obtained prior to the transfer?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

2	During the Annual Period, was any part of the Project leased at	🗌 Yes
Leases &	any time pursuant to a lease or similar agreement for more than	🗌 No
<b>Other Rights</b>	50 days?	
to Possession		
	If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the lease or other agreement?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

Item	Question	Response
3	During the Annual Period, has the management of all or any	🗌 Yes
Management	part of the operations of the Project been assumed by or	🗌 No
or Service	transferred to another entity (e.g., does a private entity operate	
Agreements	the System on behalf of the Issuer, etc.)?	
	If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the Management or Service Agreement?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

4 Other Use	Was any other agreement entered into with an individual or entity that grants special legal rights to the Project?	☐ Yes ☐ No
	If answer above was "Yes," was advice of Bond Counsel obtained prior to entering into the agreement?	☐ Yes ☐ No
	If Yes, include a description of the advice in the Tax-Exempt Bond File.	
	If No, contact Bond Counsel and include description of resolution in the Tax-Exempt Bond File.	

5 Arbitrage Rebate & Yield Restriction	<ul><li>Were any Bond proceeds on deposit in the Project Fund more than three years following the Issue Date?</li><li>Does the Issuer have money in any fund or account in excess of the amount needed to pay debt service on the Bonds over the next 12 months (<i>i.e.</i>, is more than one year of debt service prefunded)?</li></ul>	☐ Yes ☐ No ☐ Yes ☐ No
	If "Yes" to either of the questions above, contact Bond Counsel regarding the need to complete an arbitrage rebate or yield reduction amounts calculation and incorporate report or include description of resolution in the Tax-Exempt Bond File.	

# **Bond Compliance Officer:**

**Date Completed:** 

#### EXHIBIT E

### SAMPLE FINAL WRITTEN ALLOCATION

## City of Jackson, Missouri Combined Waterworks and Sewerage System Revenue Bonds Series 2023

#### **Final Written Allocation**

The undersigned is the Assistant City Administrator of the City of Jackson, Missouri (the "City"), and in that capacity is authorized to execute federal income tax returns required to be filed by the City and to make appropriate elections and designations regarding federal income tax matters on behalf of the City. This allocation of the proceeds of the bond issue referenced above (the "Bonds") is necessary for the City to satisfy ongoing reporting and compliance requirements under federal income tax laws.

*Purpose.* This document, together with the schedules and records referred to below, is intended to memorialize allocations of Bond proceeds to expenditures for purposes of §§ 141 and 148 of the Internal Revenue Code (the "Code"). All allocations are or were previously made no later than 18 months following the date the expenditure was made by the City or, if later, the date the Project and was Placed in Service (both as defined below), and no later than 60 days following the 5th anniversary of the issue date of the Bonds.

*Background.* The Bonds were issued on May 2, 2023 (the "Issue Date") by the City. The Bonds were issued in order to provide funds needed for constructing, extending and improving the City's combined waterworks and sewerage system (the "Project"). The Bonds were issued pursuant to an ordinance of the City. Proceeds of the Bonds were deposited to the Project Fund.

Sources Used to Fund Project Costs and Allocation of Proceeds to Project Costs. The costs of the Project were paid from sale proceeds of the Bonds, from earnings from the investment of Bond sale proceeds and from other money of the City, all as shown on **Exhibit A**.

*Identification of Financed Facility.* The portions of the Project financed from proceeds of the Bonds (*i.e.*, the "Financed Facility" referenced in the Federal Tax Certificate) are listed on page 1 of **Exhibit B**.

Identification and Timing of Expenditures for Arbitrage Purposes. For purposes of complying with the arbitrage rules, the City allocates the proceeds of the Bonds to the various expenditures described in the invoices, requisitions or other substantiation attached as **Exhibit B**. In each case, the cost requisitioned was either paid directly to a third party or reimbursed the City for an amount it had previously paid or incurred. Amounts allocated to interest expense are treated as paid on the interest payment dates for the Bonds.

*Placed in Service.* The Project was Placed in Service on the date set out on **Exhibit B**. For this purpose, an asset is considered to be "Placed in Service" as of the date on which, based on all the facts and circumstances: (1) the constructing and equipping of the asset has reached a degree of completion which would permit its operation at substantially its designed level; and (2) the asset is, in fact, in operation at that level.

This allocation has been prepared based on statutes and regulations existing as of this date. The City reserves the right to amend this allocation to the extent permitted by future Treasury Regulations or similar authorities.

# CITY OF JACKSON, MISSOURI

Dated: \_\_\_\_\_

Name of Legal Counsel/Law Firm Reviewing Final Written Allocation:

Date of Review:

## EXHIBIT A TO FINAL WRITTEN ALLOCATION

# ALLOCATION OF SOURCES AND USES

## EXHIBIT B TO FINAL WRITTEN ALLOCATION

IDENTIFICATION OF PROJECT ASSETS & DETAILED LISTING OF EXPENDITURES

#### EXHIBIT F

#### TAX COMPLIANCE PROCEDURE

#### EXHIBIT G

#### **ORDINANCE OF OFFICIAL INTENT**



April 3, 2023

Larry Koenig, Assistant City Administrator City of Jackson, MO 101 Court Street Jackson, MO 63755

#### **Reference:** Up to \$3,500,000 Bank Qualified Tax-Exempt Loan

Dear Mr. Koenig,

Regions Equipment Finance Corporation (the "Lender") is pleased to furnish this Term Sheet (this "Term Sheet") to the City of Jackson, MO (the "Borrower") for up to a \$3,500,000 Tax Exempt, Bank Qualified Loan (the "Loan") for the purposes set forth below.

This Term Sheet contains an outline of suggested terms only, and it does not represent a commitment by the Lender or create any obligation whatsoever on the Lender's part. It is for discussion purposes only, and the outlined terms have not received final approval by the appropriate lending authorities within Regions Equipment Finance Corporation.

Below you will find the proposed set of terms and conditions associated with this Term Sheet:

Borrower: City of Jackson, MO

Lender: Regions Equipment Finance Corporation

**Role of Lender:** The Lender and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to this Term Sheet and any other information, materials or communications provided by the Lender: (a) the Lender and its representatives are not recommending an action to any municipal entity or obligated person; (b) the Lender and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to this Term Sheet, information, materials or communications; (c) the Lender and its representatives are acting for their own interests; and (d) the Borrower has been informed that the Borrower should discuss this Term Sheet and any such other information, materials or communications with any and all internal and external advisors and experts that the Borrower deems appropriate before acting on this Term Sheet or any such other information, materials or communications.



# Privately Negotiated The Borrower acknowledges and agrees that the Lender is purchasing the Debt Instrument (as Loan: hereinafter defined) in evidence of the Loan and in that connection the Debt Instrument shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.

**Purpose:** The proceeds of the Loan will be used to fund water main extensions and water plant improvements.

**Loan Amount:** Up to \$3,500,000

Structure: The Loan is a Bank Qualified Tax-Exempt Loan which will be evidenced by a promissory note, bond or other debt instrument (the "Debt Instrument" or the "Bonds"). To be on parity with the Series 2016 and Series 2019 Combined Waterworks and Sewerage System (the "System") Revenue Bonds.

Interest Rate: The Loan is a Tax-Exempt, Bank Qualified Loan.

The Loan will bear interest at a fixed rate per annum of 3.64% through the maturity date of July 1, 2038.

The aforementioned rate will automatically terminate unless: (i) this Term Sheet is accepted by execution of Exhibit B by the Borrower and provided to the Lender no later than close of business on April 3, 2023, and (ii) the Loan closes on or before May 2, 2023. In the event the foregoing conditions are not satisfied the rate is subject to change in the Lender's sole discretion, based on market conditions at the time the Loan is closed.

Should the Borrower require additional time to determine the winning bid, the Lender may consider extending the timeline upon request.

**Repayment:** Interest will be payable semi-annually (calculated on the basis of a 30 day month and a 360 day year) on each January 1 and July 1 during the term of the Loan, commencing January 1, 2024. Annual principal payments will be payable July 1 during the term of the Loan, commencing July 1, 2024. Graduated principal payments due as set forth in Exhibit A. All payments are due on the same calendar day of the month.

Maturity Date: July 1, 2038. Maturity date must fall on a payment due date.



**Prepayment:** The Borrower may not prepay any part of the principal balance until July 1, 2031. On and after July 1, 2031, the Borrower may prepay all or any part of the principal balance of the Loan, on not less than 10 days' written notice to the Lender, with no penalty. The Borrower's notice of its intent to prepay shall be irrevocable. The Borrower agrees that its payment shall not in any way reduce, affect, or impair any other obligation of the Borrower under the Loan. All partial prepayments of principal shall be applied in the inverse order of maturities or sinking fund redemption date, as applicable.

The Lender is willing to provide additional prepayment options upon request.

- Other Fees, Costs The Borrower will be responsible for all out-of-pocket fees, costs and expenses of the Lender (including, without limitation, counsel fees and expenses and costs associated with lien searches and recordation, if any) incurred in connection with the negotiation, execution, delivery, administration and enforcement of the documents evidencing the Loan (the "Loan Documents"). In consideration of the undertakings of the Lender hereunder, and recognizing that in connection herewith the Lender will be incurring such fees, costs and expenses, the Borrower agrees to reimburse the Lender for all such fees, costs and expenses, regardless of whether, or to what extent, any of the transactions contemplated hereby are consummated. Lender's Counsel fees for the Loan are not to exceed \$4,000 assuming the Borrower's Bond Counsel will prepare the Loan Documents.
  - **Security:** The Loan will constitute a special obligation of the Borrower payable solely from, and secured by, the net income and revenues derived by the Borrower from the operation of the System, afer payment of expenses of operation and maintenance of the System.
- Determination of Upon the occurrence of a Determination of Taxability of the Loan, the Borrower agrees: (i) the Taxability: rate of interest on the Loan will be increased to a rate providing an after-tax yield on the then outstanding principal amount of the Loan at least equal to the after-tax yield the Lender could have received if a Determination of Taxability had not occurred (the "Taxable Rate"); (ii) to pay to the Lender on demand an amount equal to the difference between (1) the amount of interest that would have been paid to the Lender from the date of the closing of the Loan to and including the date of the Determination of Taxability, had the Loan borne interest at the Taxable Rate during such period, and (2) the amount of interest actually paid to the Lender during such period, and (iii) to pay to the Lender on demand, any interest, penalties or charges owed by the Lender as a result of interest on the Loan becoming included in the gross income of the Lender, together with any and all attorneys' fees, court costs, or other out-of-pocket costs incurred by the Lender in connection therewith.

**Representations and** Usual and customary for this type of financing. Warranties:



**Covenants:** Usual and customary for this type of financing, including but not limited to the following:

- (1) The Borrower shall deliver to the Lender, in form and substance satisfactory to the Lender, audited financial statements within 210 days after the end of each of the Borrower's fiscal years.
- (2) The Borrower shall maintain rates such that DSCR does not fall below 1.10x.

**Defaults:** Usual and customary for this type of financing, including but not limited to the following.

- (1) The Borrower fails to pay when due any fee or expense payable under the Loan Documents; and
- (2) Default shall be made by the Borrower in performance or observance of any of the other covenants, agreements or conditions on its part in the Loan Documents, and such default shall continue for a period of 30 days after written notice thereof to the Borrower by the Lender.
- **Remedies:** The Lender shall have all of the rights and remedies set forth in the Loan Documents, and available at law and in equity, for the enforcement thereof.
- **Legal Opinions:** As an additional condition precedent to the Lender making the Loan, the Borrower shall provide, among other things, the following opinions to the Lender:

An opinion of bond counsel in form and substance satisfactory to the Lender and its counsel in all respects, which shall include opinions to the effect that (a) the Borrower has the authority under the laws of the State of Missouri to issue the Debt Instrument and execute and deliver the Loan Documents, (b) that the Debt Instrument has been duly issued and the Debt Instrument and the other Loan Documents to which the Borrower is a party have been duly authorized, executed and delivered by the Borrower, (c) that the Debt Instrument and the other Loan Documents to which the Borrower is a party are valid and binding obligations of the Borrower, duly enforceable in accordance with their terms, and that the Bonds are payable from, and secured by, the net income and revenues derived by the Borrower from the operation of the System, after payment of expenses of operation and maintenance of the System on a parity with the Series 2016 and Series 2019 Combined Waterworks and Sewerage System Revenue Bonds, (d) that interest on the Debt Instrument is excludable from gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code") and excempt from income taxation by the State of Missouri, (e) the Debt Instrument is a valid and legally binding general obligation of the Borrower payable as to both principal and interest from ad valorem taxes which may be levied, without limit as to rate or amount, upon all the taxable tangible property, real and personal, within the territorial limits of the Borrower, and (f) the Bonds are "qualified tax-exempt" obligations within the meaning of Section 265(b)(3) of the Code.

# **Transfer Provisions:** The Lender shall maintain the right to transfer and/or assign, in whole or in part, its rights hereunder, the Debt Instrument and/or the Loan, or, in either case, any interest therein, to any person or entity in its sole and absolute discretion. The Borrower may not assign its rights hereunder or under any of the Loan Documents to any person without the prior written consent of the Lender.



- **Disclaimer:** This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Lender and the Borrower. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies or other provisions that may be contained in documents required to consummate this financing.
- **US Patriot Act:** The Borrower represents and warrants to the Lender that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The Borrower further represents and warrants to the Lender that the Borrower and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.
- Loan vs. Security: The Lender will acquire the Bonds as evidence of the Loan. In accordance therewith the Lender will want the closing documents and the Loan Documents to reflect that the Lender is acting as a lender and not an investor and accordingly, the Lender may request certain changes to make sure the closing documentation is consistent herewith.

**Confidentiality:** The Borrower acknowledges and agrees that this Term Sheet and the information set forth herein is confidential and proprietary, and further agrees to keep this Term Sheet and the information set forth herein **CONFIDENTIAL**. The Borrower shall not disclose this Term Sheet or any of its material terms to anyone, without the prior written consent of the Lender in each instance, except as such disclosure is required by law or regulation or as a result of any legal or administrative procedure.

**Waiver of Jury Trial:** To the extent permitted by applicable law, each of the Borrower and the Lender irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the Borrower and the Lender, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises out of or relates to this Term Sheet, the Debt Instrument or any of the other Loan Documents. This provision is a material inducement for the Lender's determination to make the Loan and for the parties to enter into the Loan Documents.

#### Governing Law: State of Missouri

Thank you for providing the Lender with this opportunity to be involved in a financial partnership with the Borrower. The Lender is willing to discuss the terms reflected herein through 5:00pm CT on April 3, 2023. After such date, terms, conditions and pricing may change based on prevailing market conditions and further discussion will be at Lender's sole discretion. We are grateful for your consideration and remain available to promptly respond to any questions that you may have regarding this document. We look forward to hearing from you.

#### <u>EXHIBIT A</u>

Principal Repayment Schedule

Date	Principal
7/1/2024	\$160,000
7/1/2025	180,000
7/1/2026	190,000
7/1/2027	195,000
7/1/2028	205,000
7/1/2029	210,000
7/1/2030	220,000
7/1/2031	230,000
7/1/2032	240,000
7/1/2033	250,000
7/1/2034	260,000
7/1/2035	270,000
7/1/2036	285,000
7/1/2037	295,000
7/1/2038	310,000
Total	\$3,500,000



#### <u>EXHIBIT B</u>

In the event Borrower requests Lender to move forward with the approval process after discussion of the aforementioned terms and conditions contained in the Term Sheet, Borrower agrees to reimburse Lender on demand for all out of pocket expenses incurred by Lender if the transaction fails to close for any reason other than Lender's decision not to approve the transaction. Such expenses shall include, but not be limited to, legal expenses incurred by Lender.

#### ACCEPTANCE:

Borrower does hereby agree to all provisions contained in Exhibit B.

City of Jackson, Missouri

Borrower Signature:

Ву:

Name:
-------

Title:



## MEMO

To:	Mayor and Board of Aldermen
From:	Jason Lipe, Parks and Recreation Director
Date:	Thursday, April 13, 2023
Re:	Civic Center Pavilion and Playground Engineering Proposal

As part of the Civic Center Pavilion and Playground Project, funded through American Rescue Plan Act (ARPA) funds, a proposal for engineering and construction phase services was solicited from Koehler Engineering & Land Surveying, Inc. of Cape Girardeau, Missouri. The proposed cost for these services is \$15,370.00. The Park Board and City staff recommend a task order be issued for this project.



#### **KOEHLER ENGINEERING & LAND SURVEYING, INC.**

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

January 17, 2023

Mr. Chris Eastridge Civic Center Manager City of Jackson, Missouri 381 Deerwood drive Jackson, Missouri 63755 Via email @ ceastridge@jacksonmo.org

### RE: Design of a new Playground and Facilities on the Civic Center Campus, Jackson, MO

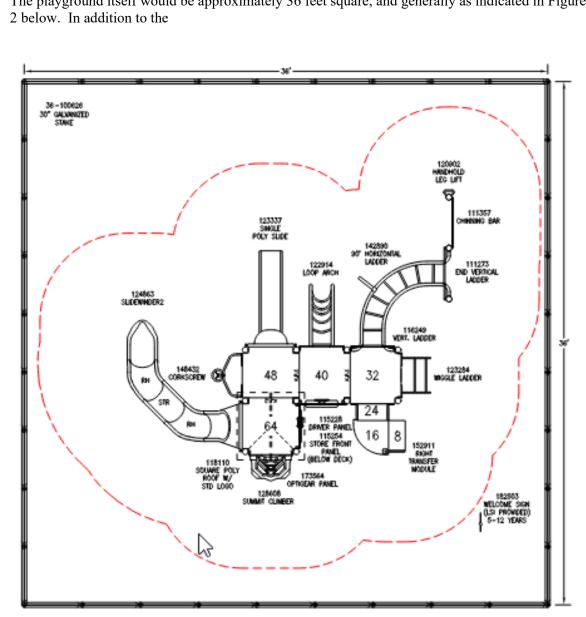
Mr. Eastridge,

Thank you for your time to meet and discuss your planned playground and related facilities at the existing Civic Center site. The general location of the playground would be within the area indicated in yellow on figure 1 below.



**Figure 1: General Site Location** 

KE



The playground itself would be approximately 36 feet square, and generally as indicated in Figure

Figure 2: Proposed Playground Layout

In addition to the playground, you indicated an adjacent parking lot with spaces for 10 to 15 vehicles would be desirable, with a minimum of one ADA compliant space. Additionally, an ADA pathway from the main civil center entry to the playground would also be desirable. Items we did not discuss but which should be considered would include the following:

- Site lighting .
- Park benches
- Trash receptacles •
- Potable water source (site water fountain or frost free hydrant)



Our scope of services would be to produce final design documents (Plans and specifications) for bidding and construction of the new playground area using an equipment package from NuToYs Leisure Products, together with the parking lot, vehicular and pedestrian access requirements, and related site improvements as developed in conjunction with the Civic Center staff.

Our services will include the following:

#### • Design Phase:

- Survey of the project area / limits and preparation of basemap for project
- Development of preliminary layouts for the playground, parking, walks, and related improvements
- o Review with Owner's representative
- o Review site / soil conditions for pavement and base recommendations
- o Preparation of final construction documents for the project
- o Submission of plans for any required permits for the project

#### • Bidding Phase (in CE Contract Phase):

 Bid Services, including drafting the notice to bid, conducting pre-bid meeting, addressing questions during the bid process, and issuing addendum as needed. We will attend the bid opening, tabulate bids, and make a formal recommendation of award

#### • Construction Phase Services:

- Once the project is awarded, our office will draft contract documents to the lowest, responsible bidder.
- o During construction, our office will administer the contract on behalf of the City
- Our staff will provide construction inspection and materials testing to ensure that the improvements are constructed in accordance with the project documents
- o Our staff will review and process RFIs, COs, etc. as necessary
- o Our staff will review pay applications as submitted
- Issue certificate of completion and recommend acceptance by the City

Our fees for the project under this proposal would be as follows:

$\triangleright$	Base Design Services:	\$9,700.00
$\succ$	Construction Phase Service	\$5,670.00

Our schedule for the development of plans and specifications for the project to be bid would be 63 days from receipt of notice to proceed from the City. Milestones for the project area as follows (All milestones are in calendar days from notice to proceed date).

$\triangleright$	Complete Survey / site data acquisition	14 Days
$\triangleright$	Preliminary layouts for review	28 Days
$\triangleright$	Submit 65% plans with estimate for review with City	42 Days
$\triangleright$	Submit final plans for review	56 Days
$\triangleright$	Submit final plans, specification, and estimate	63 Days

Construction Phase services will be coordinated with the Contractor and needs of the City.

The schedule above assumes timely response from the City for review and comment on plans and similar data.



Item 12.

Thank you for the opportunity to provide this proposal to the City of Jackson for this project. 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.

Auch

Chris Koehler, PE, PLS

Item 13.

#### BILL NO. 23-\_\_\_

#### ORDINANCE NO. 23-\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A MUNICIPAL AND COST APPORTIONMENT AGREEMENT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE *MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION*, RELATIVE TO THE *HIGHWAY 61 BRIDGE REPLACEMENT AND ROADWAY IMPROVEMENT PROJECT*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a Municipal and Cost Apportionment Agreement 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 agreement.

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 agreement marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and the **Missouri Highways and Transportation Commission.** 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 agreement.

Section 2. That the Mayor is hereby authorized and directed to execute said agreement 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 agreement.

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

Item 13.

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: April 17, 2023.

SECOND READING: April 17, 2023.

PASSED AND APPROVED this 17th day of April, 2023, by a vote of \_ ayes, \_ nays, \_ abstentions and \_ absent.

#### CITY OF JACKSON, MISSOURI

(SEAL)

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

Mayor

ATTEST:

City Clerk

	EXHIBIT	
COLOR 1	А	

CCO Form: DE63 Approved: 12/17 (BDG) Revised: 12/21 (BDG) Modified: Municipal and Cost Apportionment Agreement Route: 61 County: Cape Girardeau Job No.:J9P3735

#### MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION MUNICIPAL AND COST APPORTIONMENT AGREEMENT

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

WITNESSETH:

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

(1) <u>IMPROVEMENT DESIGNATION</u>: The public improvement designated as Route 61, Cape Girardeau County, Job No. J9P3735 shall consist of bridge replacement at Hubble Creek and roadway improvements.

(2) <u>IMPROVEMENT WITHIN CITY</u>: The improvement within the City is located as follows:

Beginning at Station 845+65, at the intersection of Route 61 and Route D (Independence Street), a point 2534 feet south and 255 feet east of the common corner of Section 2,3,10, & 11, Township 33 North, Range 4 East 5<sup>th</sup> Principal Meridian, run in a generally southerly direction along existing Route 61 to Station 881+43.69, just south of the intersection of Route 61 and Washington Street. Length of improvement within city is 3579 feet.

(3) <u>EXTENT OF AGREEMENT</u>: This Agreement shall apply only to the portion of the improvement lying within the city limits as they exist on the date this Agreement is executed by the City.

#### (4) <u>LOCATION</u>:

(A) The general location of the public improvement is shown on an attached sketch marked "Exhibit A1" and made a part of this Agreement. The detailed location of the improvement is shown on the plans prepared by the Commission for the above-designated route and project.

(B) The public improvement will temporarily detour Route 61 traffic over Farmington Road, a City Street. The general temporary detour route is shown on an attached sketch marked "Exhibit A2" and made a part of this agreement. The detailed tempory detour is shown on the plans prepared by the commission for the above designated route and project.

(5) <u>PURPOSE</u>: It is the intent of this Agreement to outline the parties' responsibilities with respect to the construction and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1) and (2) above and designated as Commission Job No. J9P3735. The parties' responsibilities with respect to the funding of said improvements are outlined further herein.

(6) <u>PROJECT RESPONSIBILITIES</u>: With regard to project responsibilities under this Agreement, the parties agree to contribute as follows:

(A) The Commission will be responsible for the preparation of detailed right-of-way and construction plans and project specifications. This includes design, letting of project, and inspection of project. The plans shall be prepared in accordance with and conform to Commission requirements.

(B) The Commission will acquire right-of-way as needed for the project in accordance with Commission requirements.

(C) The Commission will be responsible for letting the work for the herein improvement, which includes advertising the project for bids and awarding the construction contract. The Commission will solicit bids for the herein improvement in accordance with plans developed by the Commission, or as the plans may from time to time be modified in order to carry out the work as contemplated.

(D) The Commission will be responsible for construction of the herein improvements, which includes administration of the construction contract and inspection of the project work. The project shall be constructed in accordance with and conform to Commission requirements.

(7) <u>PAYMENT RESPONSIBILITIES</u>: With regard to payment responsibilities under this Agreement, the parties agree to as follows:

(A) The total project cost will include sidewalks, utilities, lighting, construction, black powder coating, trail, and barrier currently estimated at five million four hundred thirty-eight thousand two hundred ninety-one dollars (\$5,438,291.00). The City will be responsible for Fifty percent (50%) of the cost of new sidewalks and utility relocation estimated at seven hundred sixty two thousand four hundred nine dollars (\$762,409.50). The city is also responsible for one hundred percent 100% of the cost of Lighting and black powder coating of signs estimate at two hundred thirty seven thousand nine hundred thirty seven dollars (\$237,937.00). The details of the estimated cost breakdown are listed in "Exhibit B", which is attached hereto and made part hereof. The current estimate of the City's responsibilities is one million three hundred forty-six dollars and fifty cents (\$1,000,346.50). The City shall remit a check in the amount of one million

three hundred forty-six dollars and fifty cent (\$1,000,346.50) to cover their portion of sidewalks, utilities, black powder coating, and lighting costs no later than five (5) days prior to the Commission's advertisement of the project for bids. The check should be made payable to the *Missouri Highway and Transportation Commission – Credit Local Fund*. If the City fails to make any of the required deposits, the Commission is under no obligation to continue with the project.

(B) The Commission is responsible for the balance of the project, excluding the City's responsibilities, currently estimated at four million four hundred thirty seven thousand nine hundred fourty-four dollars and eighty cents (\$4,437,944.80).

(C) The City and Commission will share equally cost overruns or underruns for new sidewalks and utilities. The City is 100% responsible for cost overruns or underruns for lighting and black powder coating. The commission will be responsible for 100% of cost overruns for the reminder of the project and will receive all cost underruns from the same.

If, at the time of the letting, the lowest responsive bid is higher than (D) the estimated construction and inspection cost amount, the City, upon written notification from the Commission shall remit a check in the amount of its share of the difference between the estimated amount and the lowest responsive bid no later than one (1) day prior to the date of the Commission meeting wherein the subject bid will be considered for award or a later date set by the Commission in its sole discretion. In the event the Commission, in its sole discretion, extends the day the City payment is due, it shall notify the City of the new due date in writing, which shall be binding immediately upon the City's receipt of the written notice. The check must be made payable to the *Missouri Highway* and Transportation Commission - Credit Local Fund. The Commission, in its sole discretion, reserves the right to take action at the said Commission meeting and either reject all bids if the City fails to make the payment by the due date, or award the contract to the lowest responsive bidder contingent upon receipt of the additional funds from the City by the extended due date. If the Commission makes a contingent award of the contract and the City fails to make the required deposit(s) by the extended due date, the contingency of the contract award by the Commission shall be deemed unsatisfied, the award of the contract shall be deemed null and void and the Commission shall be under no obligation to continue with the project.

(8) <u>COMMINGLING OF FUNDS</u>: The City agrees that all funds deposited by the City, pursuant to this Agreement with the Commission, may be commingled by the Commission with other similar monies deposited from other sources. Any deposit may be invested at the discretion of the Commission in such investments allowed by its Investment Policy. All interest monies shall be payable to the *Credit Local Fund*. If the amount deposited with the Commission shall be less than the actual obligation of the City for this project, the City, upon written notification by the Commission, shall tender the necessary monies to the Commission to completely satisfy its obligation. Upon completion of the project, any excess funds, excluding interest, shall be refunded to the City based on its pro rata share of the investment.

(9) <u>RIGHT-OF-WAY USE</u>: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement. The City shall grant to the Commission at no cost a temporary easement across the City Park property for the relocation of the entrance to the park (Parkview Street), construction of the bridge and construction of sidewalks as shown on the highway plans and described in the temporary easement containing 1.09 acres total.

(10) <u>CLOSE AND VACATE</u>: The City shall temporarily close and vacate all streets or roads, or parts thereof, which may be necessary to permit the construction of the project in accordance with the detailed plans. <u>When the Commission deems it necessary to close Cascade Drive, Parkview (Park entrance), East Park Street, West Park Street, East Mary Street, West Mary Street, Hope Street, Washington Street, Barton Street, Sanford Street, and Pepper Alley permanently during construction, the City shall be advised in time to make provisions for the diversion and rerouting of traffic. The City shall close the Cascade Drive connection to Route 61 permanently after the project is completed and will legally vacate and close the street connection by city ordinance.</u>

#### (11) <u>RIGHT-OF-WAY ACQUISITION</u>:

Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire <u>at its expense, at no cost or expense to the City</u>, any necessary right-of-way required for the construction of the improvement.

#### (12) UTILITY RELOCATION:

(A) The Commission and the City shall cooperate to secure the temporary or permanent removal, relocation, or adjustment of public utilities or private lines, poles, wires, conduits, and pipes located on the right-of-way of existing public ways as necessary for construction of the improvement and the cost shall be borne by such public utilities or the owners of the facilities except where the City is by existing franchise or agreement obligated to pay all or a portion of such cost, in which case the City will pay its obligated portion of the cost.

(B) In cases of public utilities owned by the City which must be moved, adjusted, or altered to accommodate construction of this improvement, and such city-owned utilities, poles, wires, conduits, and pipes are located within the project limits will be relocated by the Commission in accordance with the City's engineered plans. The City will be responsible for 50% of all costs associated with the relocation of the public utilities owned by the City.

(C) The City agrees that any installation, removal, relocation, maintenance, or repair of public or private utilities involving work within highway right-of-

way included in this project shall be done only in accordance with the general rules and regulations of the Commission and after a permit for the particular work has been obtained from the Commission's District Engineer or his authorized representative. Similarly, the City will allow no work on the highway right-of-way involving excavation or alteration in any manner of the highway as constructed, including but not limited to driveway connections, except in accordance with the rules and regulations of the Commission's District Engineer or his authorized from the Commission's District Engineer or his authorized representative. The City shall take whatever actions that are necessary to assure compliance with this Subsection.

#### (13) <u>LIGHTING</u>

(A) The installation, operation, and maintenance by the Commission of any lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect at the time of any such installation and only to the extent the Commission then deems warranted. No street lighting system shall be installed or maintained by or for the City on the improvement without approval of the Commission.

(B) The Commission will, at its cost and expense, install, operate, and maintain basic highway intersection or interchange lighting at warranted locations on the improvement. The construction, installation, and maintenance of any other or further lighting system on the public improvement covered by this Agreement shall be only in accordance with the Commission's policy on highway lighting in effect, and to the extent deemed warranted by the Commission, at the time of any such installation. No lighting system shall be installed or maintained by the City on the improvement without approval of the Commission.

(C) Continuous lighting will be added to the project and shall be maintained by the City at no cost to the Commission through a separate Lighting agreement. The design and construction of the continuous lighting on the Commission's right of way shall meet the requirements of EPG, Standard Specifications and Plans for Highway Construction, and MUTCD.

(14) <u>TRAFFIC CONTROL DEVICES</u>: The installation, operation and maintenance of all traffic signals, pavement markings, signs, and devices on the improvement, including those between the highway and intersecting streets shall be under the exclusive jurisdiction and at the cost of the Commission. The City shall not install, operate, or maintain any traffic signals, signs or other traffic control devices on the highway or on streets and highways at any point where they intersect this highway without approval of the Commission.

#### (15) DRAINAGE:

The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. The City shall be responsible for receiving and disposing of storm and surface water discharged from those drainage facilities which the Commission constructs within the limits of highway right-of-way to the extent of the City's authority and control of the storm sewer facilities or natural drainage involved.

(16) <u>PERMITS</u>: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction and maintenance of the highway.

(17) <u>COMMENCEMENT OF WORK</u>: <u>After acquisition of the necessary right-of-way</u>, the Commission shall construct the highway in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and <u>right-of-way</u> <u>costs</u>. The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

#### (18) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the Commission will maintain all portions of the improvement within the Commission owned right-of-way. Maintenance by the Commission shall not in any case include maintenance or repair of sidewalks whether new or used in place, water supply lines, sanitary or storm sewers (except those storm sewers constructed by the Commission to drain the highway), city-owned utilities within the right-of-way or the removal of snow other than the machine or chemical removal from the traveled portion of the highway.

(B) When it is necessary to revise or adjust city streets, the right-of-way acquired for these adjustments and connections will be deeded to the City by quitclaim from the commission to the city after the project is completed. This conveyance shall include any excess land purchased from tracts 1,2,3 and 4 on the highway plans.

(C) Effective upon completion of construction, the Commission shall transfer ownership to the City, and the City will accept the portions of existing highways within City replaced by this improvement.

(D) The City shall inspect and maintain the sidewalks constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalks.

(19) <u>ACCEPTED WITHIN HIGHWAY SYSTEM</u>: Effective upon execution of this Agreement, the Commission temporarily accepts the portion of the City street system described in this Agreement as part of the State Highway System for the purposes of this project. However, during the construction period contemplated in this Agreement:

(A) The Commission will assume no police or traffic control functions not obligatory upon Commission immediately prior to the execution of this Agreement, and

(B) The City shall perform or cause to be performed normal maintenance on the project site.

(20) <u>CITY TO MAINTAIN</u>: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved City street that was temporarily accepted as part of the State Highway System for the purposes of this project pursuant to paragraph (19) above and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. All obligations of the Commission with respect to the City street system under this Agreement shall cease upon completion of the improvement.

(21) <u>POLICE POWERS</u>: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(22) <u>RESTRICTION OF PARKING</u>: Since the improvement is being designed and constructed to accommodate a maximum amount of traffic with a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking upon the highway or any part of the area of the highway right-of-way within the limits of the improvement.

(23) <u>OUTDOOR ADVERTISING</u>: No billboards or other advertising signs or devices or vending or sale of merchandise will be permitted within the right-of-way limits of the project and the City shall take whatever actions that are necessary to enforce this Section.

(24) <u>WITHHOLDING OF FUNDS</u>: In the event that the City fails, neglects, or refuses to enact, keep in force or enforce ordinances specified or enacts ordinances contrary to the provisions in this Agreement, or in any other manner fails, neglects or refuses to perform any of the obligations assumed by it under this Agreement, the Commission may, after serving written request upon the City for compliance and the City's

failure to comply, withhold the expenditure of further funds for maintenance, improvement, construction, or reconstruction of the state highway system in the City.

(25) <u>FEDERAL HIGHWAY ADMINISTRATION</u>: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

#### (26) **INDEMNIFICATION**:

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

(B) The City will require any contractor procured by the City to work under this Agreement:

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

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,500,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

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

(27) <u>AMENDMENTS</u>: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the City and Commission, respectively, each of whom being duly authorized to execute the contract amendment on behalf of the City and Commission, respectively.

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

(29) <u>CITY REPRESENTATIVE:</u> The City's Mayor is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(30) <u>NOTICES</u>: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

 (A) To the City: Dwain Hahs, Mayor City of Jackson 101 Court Street Jackson MO 63755

Facsimile No:573-243-4588

 (B) To the Commission: Mark Croarkin, District Engineer Missouri Department of Transporation, Southeast District 2675 North Main Street Sikeston MO 63801

Facsimile No:573-472-5341

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

(32) <u>LAW OF MISSOURI TO GOVERN</u>: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

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

(34) <u>SOLE BENEFICIARY</u>: This Agreement is made for the sole benefit of the

parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City.

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

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

(37) <u>AUDIT OF RECORDS</u>: The City must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at all reasonable times at no charge to the Commission and/or its designees or representatives during the period of this Agreement and any extension thereof, and for three (3) years from the date of final payment made under this Agreement.

(38) <u>COMMISSION RIGHT OF WAY</u>: All improvements made within the stateowned right-of-way shall become the Commission's property, and all future alterations, modifications, or maintenance thereof, will be the responsibility of the Commission, except as otherwise provided by this Agreement or a separate written agreement. All right-of-way purchased for the city as designated on th highway plans, shall be conveyed by quitclaim from the Commission to the City after the project is completed at no cost to the city. This conveyance shall include any excess land purchased from tracts 1, 2, 3 and 4 on the highway plans.

(39) <u>NO INTEREST</u>: By contributing to the cost of this project or improvement, the City gains no interest in the constructed roadway or improvements on Commission right of way whatsoever. The Commission shall not be obligated to keep the constructed improvements or roadway in place if the Commission, in its sole discretion, determines removal or modification of the roadway or improvements, is in the best interests of the state highway system. In the event the Commission decides to remove the landscaping, roadway, or improvements, the City shall not be entitled to a refund of the funds contributed by the City pursuant to this Agreement.

(40) <u>ADDITIONAL FUNDING:</u> In the event the Commission obtains additional federal, state, local, private or other funds to construct the improvement being constructed pursuant to this Agreement that are not obligated at the time of execution of this Agreement, the Commission, in its sole discretion, may consider any request by the City for an off-set for the deposited funds, a reduction in obligation, or a return of, a refund of, or a release of any funds deposited by the City with the Commission pursuant to this Agreement. In the event the Commission agrees to grant the City's request for a refund, the Commission, in its sole discretion, shall determine the amount and the timing of the refund. Any and all changes in the parties' financial responsibilities resulting from the Commission's determination of the City's request for a refund pursuant to this provision

must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the City and the Commission.

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

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

(43) <u>VOLUNTARY NATURE OF AGREEMENT</u>: Each party to this Agreement warrants and certifies that it enters into this transaction and executes this Agreement freely and voluntarily and without being in a state of duress or under threats or coercion.

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

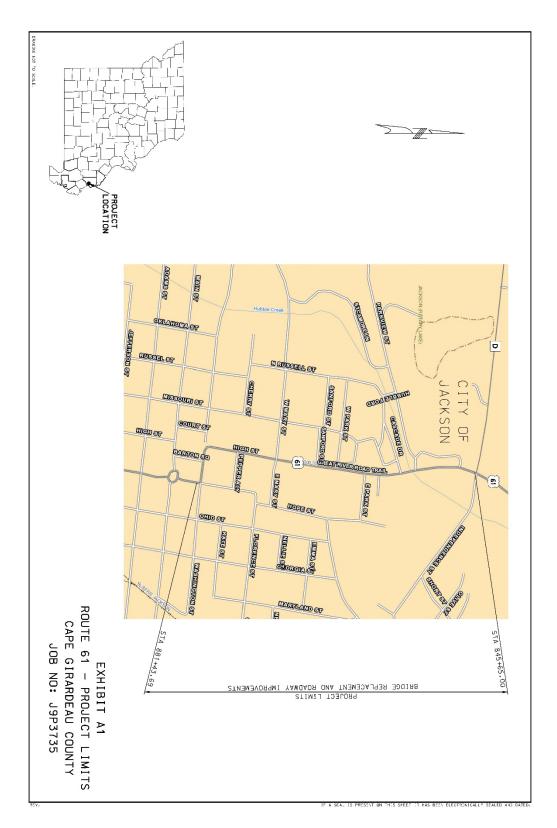
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IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

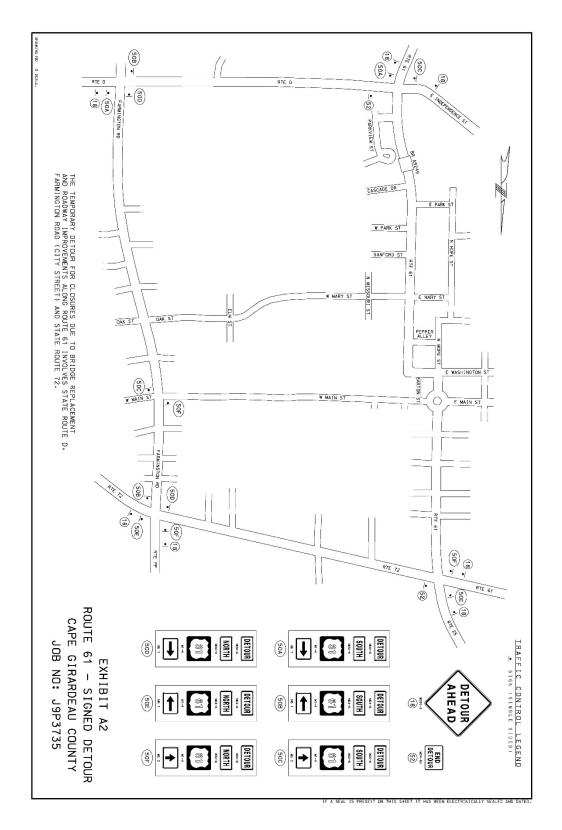
Executed by the City on	(Date).
Executed by the Commission on	(Date).
MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF JACKSON
Ву:	Ву:
Title:	Title:
ATTEST:	ATTEST:
Secretary to the Commission	By: Title:
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Commission Counsel	By: Title:

Ordinance Number\_\_\_\_\_

**EXHIBIT A1** 



**EXHIBIT A2** 



#### Exhibit B

**Project Name**: Rte 61 Bridge replacement at Hubble Creek and roadway improvements. **MoDOT Project Number**: J9P3735

**Description**: Rte 61 Bridge replacement at Hubble Creek and roadway improvements.

Total Project Cost Estimate: \$5,438,291.00

Local Entity: City of Jackson

	Route 61 Roadway	MoDot	City	Percents
	and Bridge			
Sidewalks	\$141,031.00	\$70,515.50	\$70,515.50	50/50
Trail & Barrier	\$102,738.00	\$102,738.00		100% MoDot
Utilities	\$1,383,788.00	\$691,894.00	\$691,894.00	50/50
Black Powder Coating	\$8,000.00		\$8,000.00	100% City
Construction	\$3,363,797.00	\$3,363,797.00		100% MoDot
Lighting	\$229,937.00		\$229,937.00	100% City
Construction Engineering	\$209,000.00	\$209,000.00		100% MoDot
Total	\$5,438,291.00	\$4,437,944.50	\$1,000,346.50	

#### **Project Responsibilities:**

Design	MoDot
Right of Way Acquisition	MoDot
Letting	MoDot
Inspection	MoDot

#### Financial Responsibilities:

City of Jackson	\$1,000,346.50
MoDot	\$4,437,944.50
Total:	\$5,438,291.00

**How are overruns and underruns handled?** MoDOT and the City will share responsibility for cost overruns and underruns for new sidewalks and utilities equally. The city will be responsible for 100 % of cost overruns and underruns for lighting and black powder coating for signing equipment. MoDOT will be responsible for 100% of cost overruns and underruns for the remainder of the project.

Temporary Easement for Highway Purposes relative to the Highway 61 Bridge Replacement and Roadway Improvement Project

BILL NO. 23-\_\_\_

#### ORDINANCE NO. 23-\_\_\_

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI AND *MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION*, RELATIVE TO GRANTING A *TEMPORARY EASEMENT DEED FOR HIGHWAY PURPOSES*; 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 heretofore reviewed an easement deed

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 grant this easement deed.

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 granting the easement marked Exhibit A and attached hereto and incorporated herein as if fully set forth from the City of Jackson, a municipal corporation, to **Missouri Highways and Transportation Commission.** 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 grants the attached easement.

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 grant 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.

Item 14.

Section 4. That this Ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: April 17, 2023.

SECOND READING: April 17, 2023.

PASSED AND APPROVED this 17th day of April, 2023, by a vote of \_ ayes, \_ nays, \_

abstentions and \_ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By:\_\_\_

Mayor

ATTEST:

City Clerk

EXHIBIT
А

CCO FORM: RW24 Approved: 06/96 (RMH) Revised: 06/21 (BDG) Modified:

COUNTY:	Cape Girardeau	
ROUTE:	61	
PROJECT:	J9P3735	
FED. PROJECT: N/A		
PARCEL:	39	

#### MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TEMPORARY EASEMENT FOR HIGHWAY PURPOSES

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_\_, 2023, by and between City of Jackson, a Municipal Corporation, of the County of Cape Girardeau, and State of Missouri, 101 Court Street, Jackson, MO 63755 (grantor), and the State of Missouri, acting by and through the Missouri Highways and Transportation Commission, 105 W. Capitol Avenue, Jefferson City, MO 65102, (grantee).

WITNESSETH, that the said grantor, in consideration of the sum of One and NO/100 Dollars (\$1.00) and other good and valuable consideration, to it paid by the said grantee, the receipt of which is hereby acknowledged, does by these presents remise, release and quitclaim unto said grantee, the following described temporary easement in real estate in the County of Cape Girardeau, State of Missouri, to wit:

A temporary construction easement in US Survey No. 2250, Township 31 North. Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, Missouri, lying within boundaries designated by points measured at right angles from the Westerly side of the Rte. 61 surveyed centerline, to wit: Commencing at Station 846+72.60 on the hereinafter described Rte. 61 surveyed centerline; thence Westerly to a point 45.27 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 846+72.60, said point being the Point of Beginning; thence Northwesterly to a point 90.0 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 846+46.2; thence Southwesterly to a point 110.0 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 847+00.0; thence Southwesterly to a point 125.0 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 847+70.0; thence Southerly to a point 130.0 feet Southwesterly of and at a right angle to the Rte. 61 surveyed centerline Station 848+70.0; thence Southeasterly to a point 85.0 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 851+00.0; thence Southwesterly to a point 100.0 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 851+70.0; thence Southeasterly to a point 90.0 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 854+80.0; thence Easterly to a point 51.8 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 854+80.0, said point lying on the existing Rte. 61 Westerly boundary; thence Northerly along said boundary to point of beginning.

The above described temporary easement contains 1.07 acres, more or less.

Also a temporary construction easement in US Survey No. 2250, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, Missouri, lying within boundaries designated by points measured at right angles from the Westerly side of the Rte. 61 surveyed centerline, to wit: Commencing at Station 860+31.53 on the hereinafter described Rte. 61 surveyed centerline; thence Westerly to a point 27.64 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 860+31.53, said point being the Point of Beginning; thence Westerly to a point 32.79 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 860+31.48; thence Southerly to a point 32.8 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 861+53.5; thence Southwesterly to a point 60.6 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 861+73.5; thence Easterly to a point 27.28 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 861+53.5; thence Southwesterly to a point 60.6 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 861+73.5; thence Easterly to a point 27.28 feet Westerly of and at a right angle to the Rte. 61 surveyed centerline Station 861+73.85, said point lying on the existing Rte. 61 Westerly boundary; thence Northerly along said boundary to point of beginning.

The above described temporary easement contains 0.02 acres, more or less.

Upon completion and final acceptance of the project, the temporary easement rights in the last two described tracts shall cease and be no longer in effect.

The Route 61 surveyed centerline from Station 845+65.00 to Station 881+43.69 is described as follows:

Commencing from the Northeast Corner of USP Survey 218, Township 31 North, Range 12 East of the Fifth Principal Meridian, Cape Girardeau County, as shown in Document No. 2014-04287; thence S4°10'10"E a distance of 3,049 feet to the Rte. 61 surveyed centerline PT Station 850+76.47 also being the Point of Beginning; thence S9°03'48"E a distance of 413.01 feet to the Rte. 61 surveyed centerline PC Station 854+89.48; thence along the arc of a 5°00'00.0" curve to the right a distance of 326.23 feet to the Rte. 61 surveyed centerline PT Station 858+15.71, said curve having a radius of 1,145.92 feet and a deflection angle of 16°18'42.0"; thence S7°14'54"W a distance of 941.88 feet to the Rte. 61 surveyed centerline PC Station 867+57.59; thence along the arc of a 1°30'00.0" curve to the right a distance of 151.40 feet to the Rte. 61 surveyed centerline PRC Station 869+08.99, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16'15.5"; thence along the arc of a 1°30'00.0" curve to the left a distance of 151.40 feet to the Rte. 61 surveyed centerline PT Station 870+60.39, said curve having a radius of 3,819.72 feet and a deflection angle of 2°16'15.5"; thence S7°14'54"W a distance of 659.48 feet to the Rte. 61 surveyed centerline PC Station 877+19.87; thence along the arc of a 114°35'29.6" curve to the left a distance of 78.57 feet to the Rte. 61 surveyed centerline PT Station 877+98.44, said curve having a radius of 50.00 feet and a deflection angle of 90°01'54.0"; thence S82°47'00"E a distance of 249.69 feet to the Rte. 61 surveyed centerline PC Station 880+48.13; thence along the arc of a 114°35'29.6" curve to the right a distance of 78.69 feet, said curve having a radius of 50.00 feet and a deflection angle of 90°10'00.0" to the Rte. 61 surveyed centerline PT

Station 881+26.82, said point being S1°04'38"W a distance of 224 feet from the Northeast Corner of Lot 25 of the Original Town of Jackson in Township 31 North, Range 12 East of the Fifth Principal Meridian, said corner being marked by a 1/2" rebar as accepted by B. Ferguson PLS 2004017828; thence S7°23'00"W a distance of 16.87 feet to the Rte. 61 surveyed centerline Station 881+43.69 and there terminating. The Rte. 61 surveyed centerline also extends from the Rte. 61 surveyed centerline PT Station 850+76.47; thence along the arc of a 5°00'00.0" curve to the right a distance of 771.86 feet, said curve having a radius of 1,145.92 feet, a deflection angle of 38°35'34.8" and a back tangent of N9°03'48"W to the Rte. 61 surveyed centerline PC Station 843+04.61 and there terminating.

TO HAVE AND TO HOLD the same, with all rights, privileges, appurtenances, and immunities thereto belonging or in anywise appertaining, unto said grantee, its successors and assigns; the said grantor hereby covenanting that it is lawfully seized of an indefeasible estate in fee in the premises from which temporary easement is herein conveyed; that it has good right to convey the same.

The grantee's interest in this temporary easement will be extinguished immediately at the completion of Highway Project No. J9P3735.

IN WITNESS WHEREOF, the said grantor has executed the above the day and year first above written.

City of Jackson, a Municipal Corporation

By:

Dwain Hahs, Mayor 101 Court Street Jackson, MO 63755 573-243-3568

#### ACKNOWLEDGMENT BY CITY

STATE OF MISSOURI)

SS

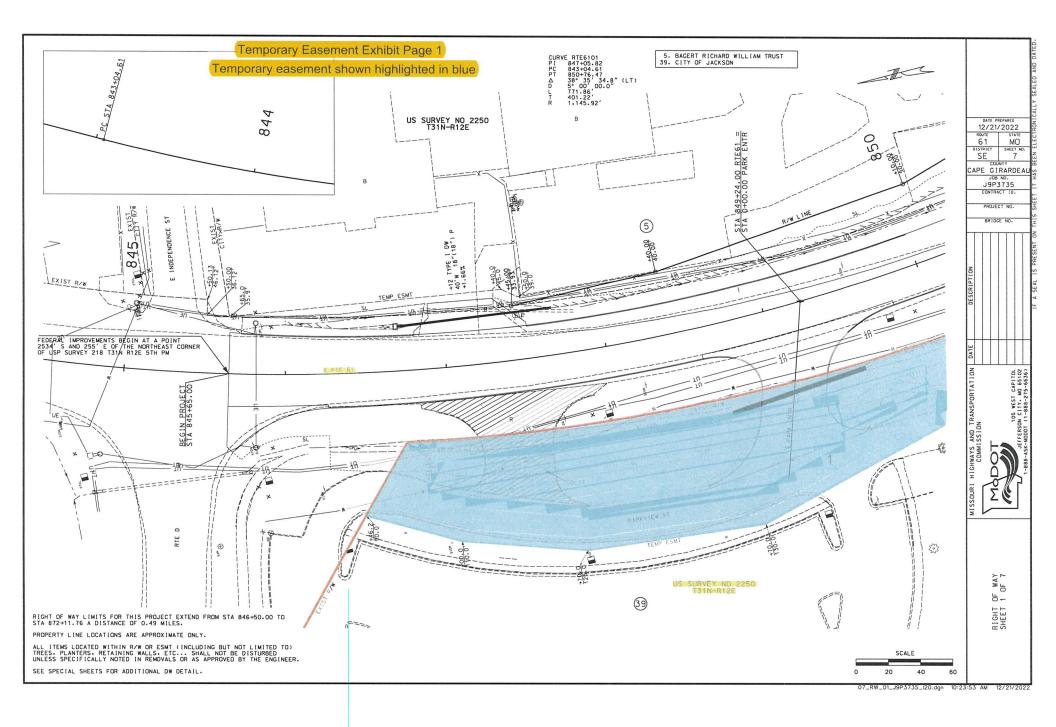
COUNTY OF CAPE GIRARDEAU)

On this <u>day of</u>, 2023, before me appeared Dwain Hahs personally known to me, who being by me duly sworn, did say that he is the Mayor of the City of Jackson, a Municipal Corporation and that the foregoing instrument was signed on behalf of the City of Jackson, a Municipal Corporation and that he acknowledged said instrument to be the free act and deed of the City of Jackson, a Municipal Corporation and that it was executed for the consideration stated therein and no other.

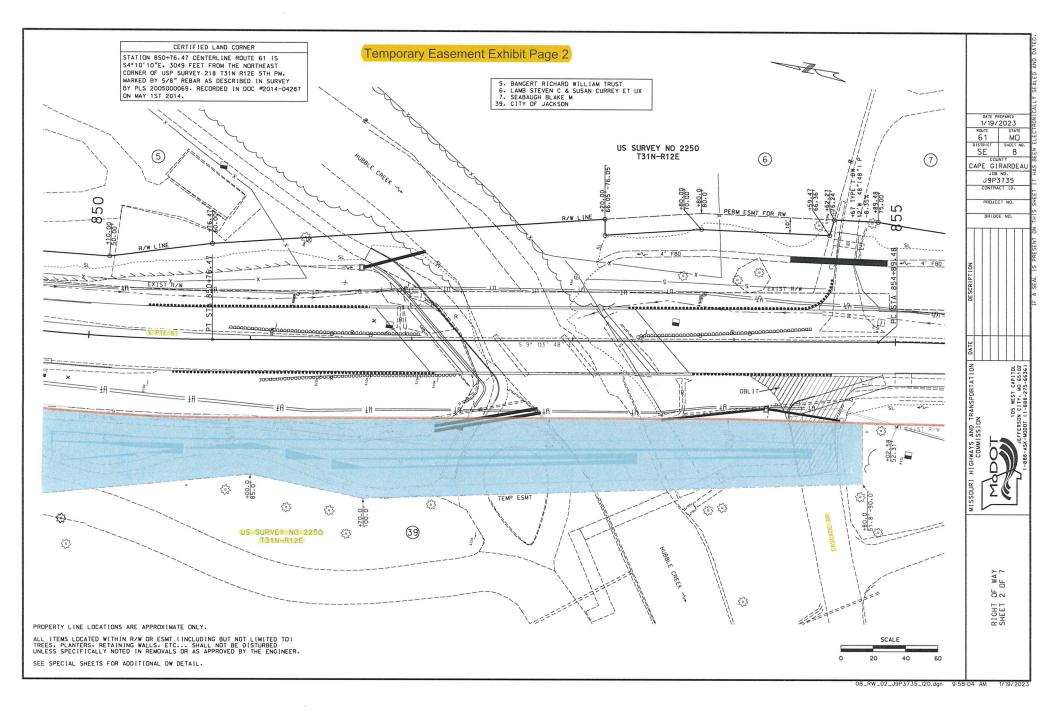
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid the day and year written above.

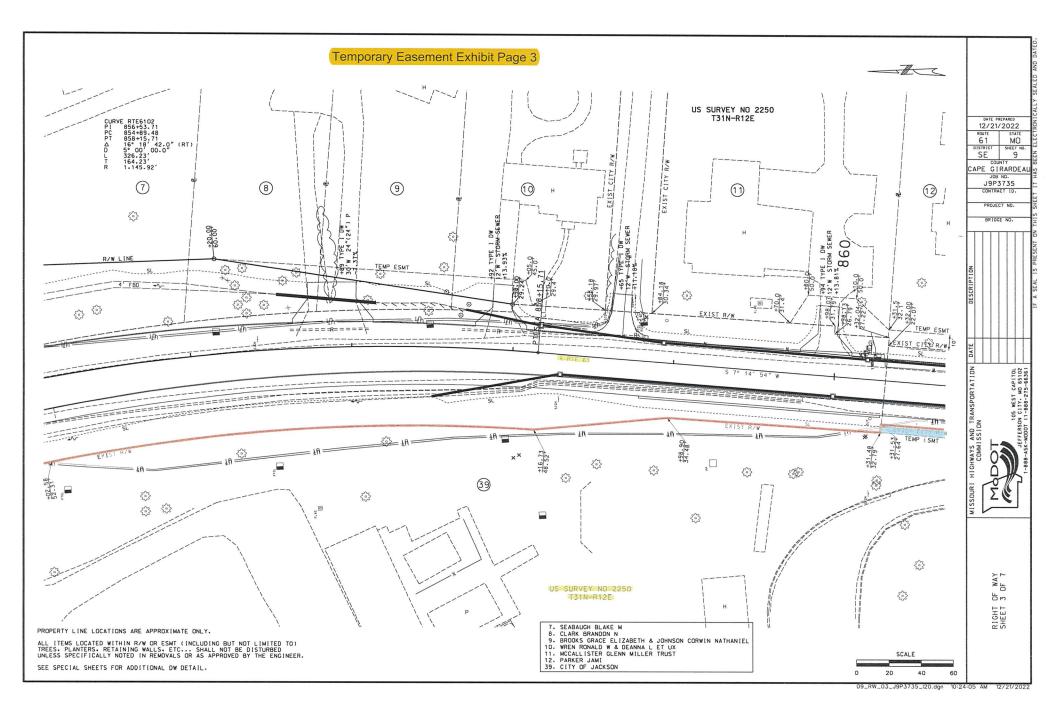
Notary Public

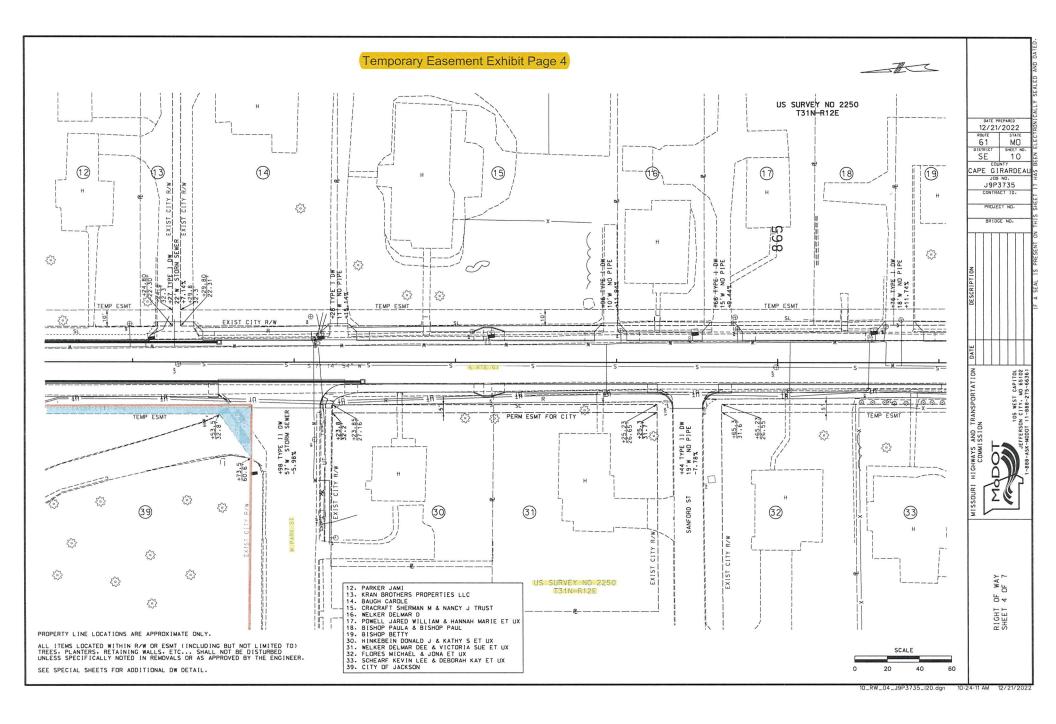
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#### AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO DEFINING AND LIMITING TINY HOMES; AND REPEALING ALL ORDINANCES IN CONFLICT THEREWITH.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND BOARD OF

#### ALDERMEN OF THE CITY OF JACKSON, MISSOURI, AS FOLLOWS:

Section 1. That Chapter 65, Article I, Section 65-2, of the Code of Ordinances of the City of

Jackson, Missouri, is hereby amended by ADDING the following definitions to read as follows:

#### "Sec. 65-2. Definitions.

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*Tiny house, portable.* A dwelling that is six hundred (600) square feet or less in floor area, excluding lofts, and is constructed on a chassis or skids, regardless of added porches, stairways, decks, or other additions.

*Tiny House, permanent.* A dwelling that is six hundred (600) square feet or less in floor area that is constructed on-site without a chassis and is permanently anchored to a foundation or concrete slab."

Section 2. That Chapter 65, Article I, Section 65-8, of the Code of Ordinances of the City of

Jackson, Missouri, is hereby amended to read as follows:

#### "Sec. 65-8. - R-4 General residential district regulations.

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

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g. Tiny house, permanent, when part of a community unit plan, with a special use permit only."

NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-8, Subpart (1) g. has been added and the original Subpart (1) g. should now be Subpart (1) h.; and the Subparts that follow should be re-lettered accordingly.

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Section 3. That Chapter 65, Article I, Section 65-9, of the Code of Ordinances of the City of

Jackson, Missouri, is hereby amended to read as follows:

#### "Sec. 65-9. – MH-1 Mobile home park district regulations.

The regulations set forth in this section, or set forth elsewhere in this chapter, are the regulations of the MH-1 mobile home park district. The purpose of the MH-1 mobile home park district is to provide suitable locations for the placement of mobile homes, with safeguards for the health and safety of mobile home residents. References to lot sizes, setbacks, and lot coverage shall be interpreted to mean the area designated for each mobile home stand within the mobile home park.

- (1) *Use regulations*. A building or premises shall be used only for the following purposes:
  - a. Mobile home parks conforming to the provisions hereof of Article II.
  - b. Manufactured / mobile homes.
  - c. Tiny house, portable."

## NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-9, that Subpart (1) a. has been modified; that Subparts (1) b. and c. have been added; and that the original Subpart (1) b. should now be Subpart (1) d.; and the Subparts that follow should be re-lettered accordingly.

Section 4. That Chapter 65, Article I, Section 65-10, of the Code of Ordinances of the City

of Jackson, Missouri, is hereby amended to read as follows:

#### "Sec. 65-10. - O-1 Professional office district regulations.

(1) Use regulations. The regulations set forth in this section or set forth elsewhere in this chapter when referred to in this section, are the regulations of the O-1 professional office district. The purpose of the O-1 professional office district is to provide adequate space in appropriate locations suitable for accommodating medical, dental and similar services, as well as professional offices. Bulk limitations are designed to provide maximum compatibility with less intensive land use in adjacent residential districts and with more intensive land use in adjacent commercial districts. The O-1 professional office district is to act in the capacity of a transition and supporting zone.

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h. Tiny house, permanent, when part of a community unit plan, with a special use permit only."

NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-10, Subpart (1) h. has been added; that the original Subpart (1) h. should now be Subpart (1) i.; and the Subparts that follow should be re-lettered accordingly.

Section 5. That Chapter 65, Article I, Section 65-11, of the Code of Ordinances of the City

of Jackson, Missouri, is hereby amended to read as follows:

#### "Sec. 65-11. - C-1 Local commercial district regulations.

(1) Use regulations. The regulations set forth in this section or set forth elsewhere in this chapter when referred to in this section, are the regulations of the C-1 Local Commercial district. The purpose of the C-1 district is to provide for retail trade and personal services to meet the regular needs and for the convenience of residents of adjacent residential areas. C-1 Local commercial districts are intended to be a closely associated and integral element of local neighborhoods.

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g. Tiny house, permanent, when part of community unit plan, with a special use permit only."

NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-11, Subpart (1) g. has been added; that the original Subpart (1) g. should now be Subpart (1) h.; and the Subparts that follow should be re-lettered accordingly.

Section 6. That Chapter 65, Article I, Section 65-12, of the Code of Ordinances of the City

of Jackson, Missouri, is hereby amended to read as follows:

#### "Sec. 65-12. - C-2 General Commercial district regulations.

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

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

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g. Tiny house, permanent or portable, when part of a community unit plan, with a special use permit only."

NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-12, Subpart (1) g. has been added; the original Subpart (1) g. should now be Subpart (1) h.; and the Subparts that follow should be re-lettered accordingly.

Section 7. That Chapter 65, Article II, Section 65-62, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

#### "Sec. 65-62. – Permits and restrictions.

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(2). *RV parks location*. RV parks will be allowed in the C-2 District, with a special use permit only."

### NOTE TO CODIFIER: Please note in Chapter 65, Article II, Section 65-62, Subpart (2) has been modified.

Section 8. It is the intent of the Mayor and Board of Aldermen and it is hereby ordained that

this ordinance shall become and be made a part of the Code of Ordinances of the City of Jackson,

Missouri, and that sections of this ordinance may be renumbered to accomplish such intention.

Section 9. 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 10. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: April 17, 2023.

SECOND READING: April 17, 2023.

PASSED AND APPROVED this 17th day of April, 2023, by a vote of \_\_\_\_\_ ayes, \_\_\_\_\_

nays, \_\_\_\_\_ abstentions and \_\_\_\_\_ absent.

(SEAL)

#### CITY OF JACKSON, MISSOURI

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

ATTEST:

City Clerk