



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 20, 2022 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.

APPROVAL OF MINUTES

2. Motion approving the Minutes of the Regular Meeting of June 6, 2022.

FINANCIAL AFFAIRS

3. Motion approving the payment of the semimonthly bills.
4. Motion approving the City Collector's Report.
5. Motion approving the City Clerk's & Treasurer's Reports.

ACTION ITEMS

Power, Light, and Water Committee

6. Motion authorizing the sale of intoxicating liquor, malt liquor (beer), and non-intoxicating beer, at the Heartless Concert, at the Leist Memorial Band Shell in the Jackson City Park, on Saturday, July 2, 2022, as submitted by Stooges.
7. Motion authorizing the sale of intoxicating liquor, malt liquor (beer), and non-intoxicating beer, at the Independence Day Celebration, at Shelter No. 1 in the Jackson City Park, on Monday, July 4, 2022, as submitted by Stooges.
8. Motion accepting the bid of Power Grid Company, of Fayetteville, Georgia, in the amount of \$1,433,000.00, relative to the I-55 Electric Substation Build-Out Project.
9. Bill proposing an Ordinance authorizing a contractual agreement with Power Grid Company, relative to the I-55 Electric Substation Build-Out Project.
10. Motion accepting the bid of Power Line Consultants, LLC, of Farmington, Missouri, in the amount of \$1,310,960.84, relative to the I-55 Electric Substation Transmission and Distribution Line Project.

- [11.](#) Bill proposing an Ordinance authorizing a contractual agreement with Power Line Consultants, LLC, relative to the I-55 Electric Substation Transmission and Distribution Line Project.
- [12.](#) Bill accepting the dedication of a Utility Easement Deed from The Michelle Doughten Revocable Trust Dated the 7th Day of September, 2017.

Street, Sewer, and Cemetery Committee

13. Motion approving the Mayor's appointment of Cindy Lichtenegger to the Community Outreach Board, filling an unexpired term ending 2025.
14. Motion setting a public hearing for Monday, July 18, 2022, at 6:00 p.m., to consider a Special Use Permit for a high-density mixed residential development in a C-2 (General Commercial) District at 957 West Independence Street, as submitted by Brennon Todt.
- [15.](#) Resolution supporting a Transportation Alternatives Grant application to the Missouri Department of Transportation for the East Main Street Trail Project between Bellevue Street and Shawnee Boulevard.
- [16.](#) Bill proposing an Ordinance approving a Memorandum of Understanding with the Jackson Senior Center Foundation, relative to the American Rescue Plan Act Funds.
- [17.](#) Bill proposing an Ordinance authorizing the submittal of applications to the Missouri Department of Natural Resources, relative to the Financial Assistance Center's State ARPA Grant Programs.
- [18.](#) Bill proposing an Ordinance authorizing a Contract for the Purchase of Real Estate with Nabors Land Developers, LLC, for a tract of land located at 2000 North High Street.
- [19.](#) Motion approving Task Order Authorization No. 22-13, to Koehler Engineering & Land Surveying, Inc., of Cape Girardeau, Missouri, in the amount of \$3,810.00, relative to providing engineering services for the Phase 1 Environmental Site Assessment and Boundary Survey at 2000 North High Street.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

20. Report by Mayor
21. Reports by Board Members
22. Report by City Attorney
23. Report by City Administrator
24. Discussion of future agenda items

EXECUTIVE SESSION

Motion to have executive session. Litigation, personnel, and purchase of property. Authority is Section 610.021 and 610.022, Revised Statutes of Missouri, as amended.

ADJOURN

Posted on 06/17/2022 at 04:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 6, 2022 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, Katy Liley, Paul Sander, David Hitt, David Reiminger, and Wanda Young. Present-7; Absent-1: Alderman Tommy Kimbel.

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.

Motion to Adopt the Agenda)

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

Motion to Approve the Minutes of the)
 May 16, 2022, Regular Board Meeting)

Motion made by Alderman Seabaugh, seconded by Alderman Reiminger, to approve the minutes of the preceding Regular Board Meeting of Monday, May 16, 2022. Ayes-7; Nays-0; Absent-1.

Motion to Approve Bills of June, 2022)

Now is presented the Semimonthly Bills, in the various funds for the month of June, 2022. Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the Semimonthly Bills in the various funds for June, 2022. Ayes-7; Nays-0; Absent-1.

Motion to Accept the 2021 City of)
 Jackson Annual Audit Report)

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to accept the 2021 City of Jackson Annual Audit Report, as prepared by Beussink, Hey, Roe, and Stroder, LLC of Jackson, Missouri. Ayes-7; Nays-0; Absent-1.

Motion to Accept the Proposal of CK)
 Power of St. Louis, Missouri, relative to)
 providing services under the Generator)
 Services Program for Water Supply Well))
 No. 4, at 580 North Union Avenue)

Motion made by Alderman Reiminger, seconded by Alderman Sander, to accept the proposal of CK Power of St. Louis, Missouri, in the amount of \$7,735.50, relative to providing services under the Generator Services Program for Water Supply Well No. 4, at 580 North Union Avenue. Ayes-7; Nays-0; Absent-1.

Ordinance No. 22-49 Re: To Authorize a)
 Contractual Agreement with CK Power)
 of St. Louis, Missouri, relative to the)
 Generator Services Program for Water)
 Supply Well No. 4, at 580 North Union)
 Avenue)



CITY OF JACKSON

MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 6, 2022 at 6:00 PM

Board Chambers, City Hall, 101 Court St.

MINUTES

The matter of authorizing a contractual agreement with CK Power of St. Louis, Missouri, relative to the Generator Services Program for Water Supply Well No. 4, at 580 North Union Avenue, came on for consideration. Alderman Reiminger introduced Bill No. 22-51, 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 CK POWER OF ST. LOUIS, MISSOURI, RELATIVE TO THE GENERATOR SERVICES PROGRAM FOR WATER SUPPLY WELL NO. 4, AT 580 NORTH UNION AVENUE; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 22-51 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 Seabaugh, Bill No. 22-51 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. 22-49 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Reiminger-aye; Alderman Kimbel-absent; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Sander-aye; Alderman Hitt-aye; Alderman Baker-aye; and Alderwoman Liley-aye.

BILL NO. 22-51

ORDINANCE NO. 22-49

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CK POWER OF ST. LOUIS, MISSOURI, RELATIVE TO THE GENERATOR SERVICES PROGRAM FOR WATER SUPPLY WELL NO. 4, AT 580 NORTH UNION AVENUE; 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 **CK Power of St. Louis, 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.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, June 6, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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: June 6, 2022.

SECOND READING: June 6, 2022.

PASSED AND APPROVED this 6th day of June, 2022, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Motion to Accept the Proposal of CK)
 Power of St. Louis, Missouri, relative to)
 providing services under the Generator)
 Services Program for Water Supply Well)
 No. 6, at 1149 Nell Green Street)

Motion made by Alderman Reiminger, seconded by Alderman Sander, to accept the proposal of CK Power of St. Louis, Missouri, in the amount of \$7,735.50, relative to providing services under the Generator Services Program for Water Supply Well No. 6, at 1149 Nell Green Street. Ayes-7; Nays-0; Absent-1.

Ordinance No. 22-50 Re: To Authorize a)
 Contractual Agreement with CK Power)
 of St. Louis, Missouri, relative to the)
 Generator Services Program for Water)
 Supply Well No. 6, at 1149 Nell Green)
 Street)

The matter of authorizing a contractual agreement with CK Power of St. Louis, Missouri, relative to the Generator Services Program for Water Supply Well No. 6, at 1149 Nell Green



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, June 6, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Street, came on for consideration. Alderman Reiminger introduced Bill No. 22-52, 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 CK POWER OF ST. LOUIS, MISSOURI, RELATIVE TO THE GENERATOR SERVICES PROGRAM FOR WATER SUPPLY WELL NO. 6, AT 1149 NELL GREEN STREET; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 22-52 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 Seabaugh, Bill No. 22-52 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. 22-50 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderman Kimbel-absent; Alderwoman Young-aye; Alderman Sander-aye; Alderman Hitt-aye; Alderman Baker-aye; and Alderwoman Liley-aye.

BILL NO. 22-52

ORDINANCE NO. 22-50

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CK POWER OF ST. LOUIS, MISSOURI, RELATIVE TO THE GENERATOR SERVICES PROGRAM FOR WATER SUPPLY WELL NO. 6, AT 1149 NELL GREEN STREET; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a 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 **CK Power of St. Louis, 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.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 6, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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: June 6, 2022.

SECOND READING: June 6, 2022.

PASSED AND APPROVED this 6th day of June, 2022, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
 Mayor

ATTEST:

Liza Walker (signed)
 City Clerk

Motion to Change the Date of the Board)
 of Aldermen Regular Meeting and Study)
 Session in Observance of the)
 Independence Day Holiday)

Motion made by Alderwoman Liley, seconded by Alderman Baker, to change the date of the Board of Aldermen Regular Meeting and Study Session from Monday, July 4, 2022, to Tuesday, July 5, 2022, at 6:00 p.m., in observance of the Independence Day holiday. Ayes-7; Nays-0; Absent-1.

Motion to Authorize the Sale of Liquor at)
 The BackStoppers Backyard BBQ)
 Fundraising Event at the Jackson City)
 Park on Saturday, October 1, 2022)

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to authorize the sale of intoxicating liquor, malt liquor (beer), and non-intoxicating beer at the BackStoppers Backyard BBQ Fundraising Event, to be held at Pavilion No. 1 on Parkview Street in the Jackson City Park on Saturday, October 1, 2022, as submitted by Marc Ashby. Ayes-7; Nays-0; Absent-1.

Motion to Approve the Proposal of)
 BOLD Marketing of Cape Girardeau,)
 Missouri, relative to providing services)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 6, 2022 at 6:00 PM
 Board Chambers, City Hall, 101 Court St.

MINUTES

under the 2022 Wastewater Bond)
 Education and Outreach Strategy)

Motion made by Alderwoman Liley, seconded by Alderwoman Young, to approve the proposal of BOLD Marketing of Cape Girardeau, Missouri, in the amount of \$10,163.00, relative to providing services under the 2022 Wastewater Bond Education and Outreach Strategy. Ayes-7; Nays-0; Absent-1.

Ordinance No. 22-51 Re: To Approve a)
 Contractual Agreement with BOLD)
 Marketing of Cape Girardeau, Missouri,)
 relative to providing services under the)
 2022 Wastewater Bond Education and)
 Outreach Strategy)

The matter of approving a contractual agreement with BOLD Marketing of Cape Girardeau, Missouri, relative to providing services under the 2022 Wastewater Bond Education and Outreach Strategy, came on for consideration. Alderwoman Liley introduced Bill No. 22-53, 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 *BOLD MARKETING OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO PROVIDING SERVICES UNDER THE 2022 WASTEWATER BOND EDUCATION AND OUTREACH STRATEGY; 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. 22-53 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. 22-53 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. 22-51 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Sander-aye; Alderman Kimbel-absent; Alderman Seabaugh-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Baker-aye; and Alderwoman Liley-aye.

BILL NO. 22-53

ORDINANCE NO. 22-51

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *BOLD MARKETING OF CAPE GIRARDEAU, MISSOURI*, RELATIVE TO PROVIDING SERVICES UNDER THE 2022 WASTEWATER BOND EDUCATION AND OUTREACH STRATEGY; 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.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, June 6, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

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 **BOLD Marketing 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 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: June 6, 2022.

SECOND READING: June 6, 2022.

PASSED AND APPROVED this 6th day of June, 2022, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Motion to Accept the Bid of Bootheel)
 Exteriors LLC of Bertrand, Missouri,)
 Relative to providing services under the)
 City Park Mowing Services Program)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, June 6, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion made by Alderwoman Liley, seconded by Alderman Hitt, to accept he bid of Bootheel Exteriors LLC of Bertrand, Missouri, in the amount of \$750.00 per event, relative to providing services under the City Park Mowing Services Program. Ayes-7; Nays-0; Absent-1.

Ordinance No. 22-52 Re: To Authorize a)
 Contractual Agreement with Bootheel)
 Exteriors LLC of Bertrand, Missouri,)
 Relative to the City Park Mowing)
 Services Program)

The matter of authorizing a contractual agreement with Bootheel Exteriors LLC, relative to the City Park Mowing Services Program, came on for consideration. Alderwoman Liley introduced Bill No. 22-54, 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 EXTERIORS LLC OF BERTRAND, MISSOURI*, RELATIVE TO THE *CITY PARK MOWING SERVICES PROGRAM*; 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. 22-54 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. 22-54 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. 22-52, and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderwoman Young-aye; Alderman Sander-aye; Alderman Baker-aye; Alderman Seabaugh-aye; Alderman Reiminger-aye; Alderman Hitt-aye; Alderman Kimbel-absent; and Alderwoman Liley-aye.

BILL NO. 22-54

ORDINANCE NO. 22-52

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 EXTERIORS LLC OF BERTRAND, MISSOURI*, RELATIVE TO THE *CITY PARK MOWING SERVICES PROGRAM*; 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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, June 6, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

between the City of Jackson, a municipal corporation, and **Bootheel Exteriors LLC of Bertrand, 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: June 6, 2022.

SECOND READING: June 6, 2022.

PASSED AND APPROVED this 6th day of June, 2022, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

City Administrator James Roach)
requests Closed Session)

Now comes forth City Administrator James Roach to request to proceed into closed session for one contractual item and three items of real estate.

Motion to Recess the Meeting to Study)
Session)

On a motion by Alderman Baker, seconded by Alderwoman Liley, to recess the meeting at 6:31 P.M., to convene to the Study Session. Ayes-7; Nays-0; Absent-1.

.....



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, June 6, 2022 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Returned to Open Session at 7:35 P.M., from Study Session.

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

Meeting concluded at 7:35 P.M., on a motion by Alderman Baker, seconded by Alderwoman Liley, to proceed into closed session for one contractual item and three items of real estate, and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderman Hitt-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderman Reiminger-aye; Alderman Sander-aye; Alderman Seabaugh-aye; Alderwoman Liley-aye; and Alderman Kimbel-absent. Ayes-7; Nays-0; Absent-1.

ATTEST:

Mayor

City Clerk

COLLECTOR'S REPORT

MAY COLLECTIONS 2022

UTILITY SERVICE	ELECTRIC/SECURITY LIGHT (EL/SL)	WATER/PRIMACY (WA/PF)	SEWER (SE)	LANDFILL (TR)	GENERAL REVENUE	TOTALS
COLLECTIONS						
SERVICE CHARGES	1,111,192.52	240,055.43	194,133.53	57,037.01		1,602,418.49
LATE FEES	5,185.73	1,375.35	1,113.64	313.36		7,988.08
SALES TAX	35,510.07	7,347.21				42,857.28
RECONNECT FEES	2,773.51					2,773.51
RETURNED TRANSACTION FEES	330.00					330.00
CUSTOMER RELOCATION FEES					450.00	450.00
TRASH STICKERS				1,171.00		1,171.00
UTILITY COLLECTIONS	1,154,991.83	248,777.99	195,247.17	58,521.37	450.00	1,657,988.36
Adjustments/Refund/Return Checks - Services						-
Adjustments/Refund/Return Checks - Penalties						-
Adjustments/ Refund/Return Checks - Taxes						-
Adjustments/Service Fees for Returns						-
Adjustments/Payments/Overpayments - Services						-
Adjustments/Payments/Overpayments - Penalties						-
Adjustments/Payments/Overpayments - Taxes						-
NET UTILITY COLLECTIONS	1,154,991.83	248,777.99	195,247.17	58,521.37	450.00	1,657,988.36
BUSINESS / CONTRACTOR LICENSES					665.00	665.00
EVENT CHARGES / MISC.						-
						-
NON-UTILITY COLLECTIONS	-	-	-	-	665.00	665.00
MISC. ADJUSTMENTS						-
INTEREST ON FUNDS						6.84
CASH IN BANK						1,658,660.20
MISSOURI SALES TAX PAYMENT	(35,510.07)	(7,347.21)				(42,857.28)
Money Due to City Treasurer					\$	1,615,802.92

Respectfully Submitted,



City Collector

	EL FUND	WATER FUND	SEWER	LANDFILL	GEN REV	TOTALS
Amount	1,119,481.76	241,430.78	195,247.17	58,521.37	1,115.00	1,615,796.08
Interest Breakdown	4.74	1.02	0.83	0.25		6.84
Totals	1,119,486.50	241,431.80	195,248.00	58,521.62	1,115.00	1,615,802.92



CITY CLERK'S REPORT FOR THE MONTH OF MAY, 2022

ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	2075.00	
Electric Service Lines	400.00	
Returned Check Fees	0.00	
URD Services	0.00	
Reconnect Fees	0.00	
Sales Tax Commission	870.73	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		3,345.73

CEMETERY

Sale of Lots	3000.00	
Sale of Niches	0.00	
Grave Openings	5975.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		8,975.00

WATER & SEWER

WATER

Water Taps & Water Meters	1100.00	
Sale of Merchandise	0.00	
Water Sold at Plant	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		1,100.00

WASTEWATER

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

GENERAL REVENUE

Building Permits	1258.53	
Electric Permits	320.00	
Gas Permits	80.00	
Plumbing/Sewer Permits	320.00	
Sewer Tap Permits	180.00	
Public Hearing & Plat Recording	402.00	
Stormwater Review Fees	225.00	
Street Repair or Mowing	0.00	
Gas Franchise	25369.55	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	198.00	
Telephone Franchise Fees	8151.57	
Fire Cost Recovery	0.00	
Court Fines	790.50	
Court Costs	102.00	
Fingerprint Fee	0.00	
Court Postage	0.00	
Court Warrant Fees	0.00	
Crime Victims Compensation	2.96	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Customer Relocation Admin. Fee-CRAF	0.00	
Cell Tower Rental	1058.00	
Health Insurance Reimbursement	152.62	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		38,610.73

INMATE SECURITY FUND

Inmate Security Court Costs	16.00	
TOTAL		16.00

PARK

Misc. Park Rentals	100.00	
Ballfield Rentals	60.00	
Pavilion Rentals	1095.00	
TOTAL		1,255.00

TRUST & AGENCY

July 4th Receipts	525.00	
Farmers Market Fees	0.00	
TOTAL		525.00

PARK FOUNDATION

Donations	2,150.00	
Civic Center Donations	0.00	
TOTAL		2,150.00

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	0.00	
Swimming Pool Gate Receipts	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	200.00	
TOTAL		200.00

LANDFILL

Refuse Collections	280.00	
Recyclables	7586.77	
E-Cycle TV/Monitor Fees	555.00	
Trash Sticker Receipts	0.00	
Royalties	0.00	
TOTAL		8,421.77

RECREATIONAL SALES TAX FUND

Civic Center Rentals	7066.00	
Civic Center Programs	1280.00	
Civic Center Membership Fees	67.50	
Civic Center Entry Fees	1182.00	
Civic Center Concessions	208.25	
TOTAL		9,803.75

STORMWATER FUND

Stormwater Credit	0.00	
Stormwater Maintenance	217.34	
TOTAL		217.34

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension	1282.50	
TOTAL		1,282.50

REPORT TOTAL		<u>\$75,902.82</u>
--------------	--	--------------------

Water & Light Deposit Accounts

MAY, 2022

Beginning Balance May 1, 2022:	\$299,049.38
TOTAL DEPOSITS	\$16,850.38
TOTAL REFUNDS	\$14,338.93
Ending Balance of May 31, 2022:	\$301,560.83

Balance Consists of :

Checking Account for US Bank	\$91,560.83
Investments	\$210,000.00
	\$301,560.83

CITY TREASURER'S REPORT FOR MAY, 2022

Item 5.

FUND	FUND BALANCES 05-01-2022	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 05-31-2022	INVESTMENTS	CASH BALANCE 05-31-2022
ELECTRIC FUND							
Operation & Maintenance	-	1,138,865.05	16,968.77	1,155,833.82	-	-	-
Electric Surplus	5,396,271.33	(14,531.74)	-	20,494.48	5,361,245.11	4,154,029.03	1,207,216.08
Electric Capital Projects Fu	7,477,522.39	-	-	-	7,477,522.39	7,412,000.00	65,522.39
General Revenue	1,301,707.22	61,912.66	(93,111.41)	691,933.57	578,574.90	550,000.00	28,574.90
Landfill Fund	476,237.96	66,943.39	(9,189.03)	45,285.87	488,706.45	245,000.00	243,706.45
City Park Fund	170,478.66	2,980.79	(10,048.91)	49,809.03	113,601.51	-	113,601.51
Public Park Foundation Fund	137,058.77	2,150.00	-	810.00	138,398.77	-	138,398.77
Cemetery Fund	890,018.45	10,037.61	(4,170.88)	15,188.10	880,697.08	299,000.00	581,697.08
Band Fund	-	1,062.61	-	1,062.61	-	-	-
Stormwater Maintenance Fund	276,312.14	217.34	-	-	276,529.48	61,000.00	215,529.48
ARPA Fund	1,511,269.16	-	-	-	1,511,269.16	-	1,511,269.16
Road Use Tax Fund	1,095,737.17	54,994.11	(19,166.66)	-	1,131,564.62	750,000.00	381,564.62
Sales Tax Fund	3,915,533.44	216,305.71	-	65.00	4,131,774.15	2,680,289.29	1,451,484.86
Fire Protection Sales Tax Fund	57,948.70	50,028.66	-	-	107,977.36	-	107,977.36
Recreation Sales Tax	292,993.14	59,832.43	(6,269.11)	25,879.27	320,677.19	-	320,677.19
Public Safety Sales Tax	110,149.22	100,040.56	-	-	210,189.78	-	210,189.78
Trust and Agency Fund	1,054,317.61	32,708.69	19,609.78	103,180.04	1,003,456.04	720,000.00	283,456.04
Recreational Development	31,273.26	200.00	(1,212.60)	30,043.45	217.21	-	217.21
Transportation Sales Tax	2,916,963.13	101,339.65	-	11,418.15	3,006,884.63	2,273,000.00	733,884.63
I-55 Corridor Special Alloc.	1,013.47	-	-	393.77	619.70	-	619.70
Capital Projects Construction	-	-	-	-	-	-	-
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	516,865.16	15,945.32	146,839.79	101,029.40	578,620.87	-	578,620.87
Inmate Security Fund	14,407.12	156.00	-	-	14,563.12	-	14,563.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	104,450.77	(21,500.30)	82,950.47	-	-	-
Water Replacement	716,475.57	-	-	-	716,475.57	715,000.00	1,475.57
Water & Sewer Revenue Bond	504,707.71	-	-	21,250.00	483,457.71	480,000.00	3,457.71
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	9,429,414.11	268,716.81	(2,600.00)	42,924.72	9,652,606.20	9,088,500.89	564,105.31
Wastewater Operation & Maint	-	64,664.42	(18,749.44)	45,914.98	-	-	-
Wastewater Replacement	1,113,253.35	-	-	-	1,113,253.35	1,094,999.36	18,253.99
W & S Construction Fund	1,779,744.72	-	2,600.00	3,320.00	1,779,024.72	200,000.00	1,579,024.72
TOTALS	41,301,290.03	2,339,020.84	-	2,448,786.73	41,191,524.14	30,832,818.57	10,358,705.57

Respectfully Submitted,

Cash on Hand	1,675.00
General Account	8,737,610.58
Collectors Account	1,615,802.92
Equitable Sharing Fund	3,617.07

Liza Walker, City Clerk/Treasurer (signed)

TOTAL

10,358,705.57

MEMO



To: Mayor and Board of Aldermen
From: Don Schuette
Date: Wednesday, June 15, 2022
Re: I55 Substation Bid Tabulations

Mayor and Board of Aldermen

Attached, please find the bid tabulations and recommendations for the I55 Substation Project. There are two parts to this project, one part is for the materials and labor to finish the build out of the substation structures, foundations, structures, erection and materials, the other bid is for the transmission line interconnection, including poles, foundations, line work, and required materials.

I recommend we move forward with accepting both of these bids for this project.

If you have further question, comments or concerns, please let me know.

Best regards,

Don Schuette

Director of Electric Utilities



Allen&Hoshall

1661 International Drive, Suite 100
Memphis, Tennessee 38120
Office 901.820.0820
Fax 901.683.1001
www.allenhoshall.com

May 31, 2022

Mr. Donald F. Schuette Jr.
City of Jackson, Missouri
101 Court Street
Jackson, MO 63755

**RE: Labor and Materials Contracts
I-55 Substation and Transmission/Distribution**

Dear Mr. Schuette:

We have evaluated the bids on the above referenced I-55 Substation project. After careful consideration and evaluation, we recommend you accept the total lump sum bid price of \$1,433,000.00 from Power Grid Company for the Labor and Materials Contract at the I-55 Substation.

We also evaluated the bids on the Transmission/Distribution project associated with the I-55 Substation. We recommend you accept the Total Bid Price of \$1,310,960.84 from Power Line Consultants, LLC for the Labor and Materials Contract.

Enclosed is the bid tabulation.

After approval, please let us know and we will instruct Power Grid Company and Power Line Consultants, LLC to proceed with the procurement of the insurance and bonds.

If there are any questions or you need additional information, please contact me at 901.261.4639.

Sincerely,

Allen & Hoshall

Russell Scott Burleson
Sr. Vice President

cc: Ed Bousson, AH
Steven Boles, AH
Bobby Davidson, AH

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *POWER GRID COMPANY OF FAYETTEVILLE, GEORGIA*, RELATIVE TO THE *I-55 ELECTRIC SUBSTATION BUILD-OUT 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 **Power Grid Company of Fayetteville, Georgia**. 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: June 20, 2022.

SECOND READING: June 20, 2022.

PASSED AND APPROVED this 20th day of June, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MEMO



To: Mayor and Board of Aldermen
From: Don Schuette
Date: Wednesday, June 15, 2022
Re: I55 Substation Bid Tabulations

Mayor and Board of Aldermen

Attached, please find the bid tabulations and recommendations for the I55 Substation Project. There are two parts to this project, one part is for the materials and labor to finish the build out of the substation structures, foundations, structures, erection and materials, the other bid is for the transmission line interconnection, including poles, foundations, line work, and required materials.

I recommend we move forward with accepting both of these bids for this project.

If you have further question, comments or concerns, please let me know.

Best regards,

Don Schuette

Director of Electric Utilities



Allen&Hoshall

1661 International Drive, Suite 100
Memphis, Tennessee 38120
Office 901.820.0820
Fax 901.683.1001
www.allenhoshall.com

May 31, 2022

Mr. Donald F. Schuette Jr.
City of Jackson, Missouri
101 Court Street
Jackson, MO 63755

**RE: Labor and Materials Contracts
I-55 Substation and Transmission/Distribution**

Dear Mr. Schuette:

We have evaluated the bids on the above referenced I-55 Substation project. After careful consideration and evaluation, we recommend you accept the total lump sum bid price of \$1,433,000.00 from Power Grid Company for the Labor and Materials Contract at the I-55 Substation.

We also evaluated the bids on the Transmission/Distribution project associated with the I-55 Substation. We recommend you accept the Total Bid Price of \$1,310,960.84 from Power Line Consultants, LLC for the Labor and Materials Contract.

Enclosed is the bid tabulation.

After approval, please let us know and we will instruct Power Grid Company and Power Line Consultants, LLC to proceed with the procurement of the insurance and bonds.

If there are any questions or you need additional information, please contact me at 901.261.4639.

Sincerely,

Allen & Hoshall

Russell Scott Burleson
Sr. Vice President

cc: Ed Bousson, AH
Steven Boles, AH
Bobby Davidson, AH

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *POWER LINE CONSULTANTS, LLC OF FARMINGTON, MISSOURI*, RELATIVE TO THE *I-55 ELECTRIC SUBSTATION TRANSMISSION AND DISTRIBUTION LINE 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 **Power Line Consultants, LLC of Farmington, 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: June 20, 2022.

SECOND READING: June 20, 2022.

PASSED AND APPROVED this 20th day of June, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

**Accepting the Dedication of a Utility Easement Deed from the
Michelle Doughten Revocable Trust Dated the 7th Day of September, 2017**

BILL NO. 22-__

ORDINANCE NO. 22-__

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

WHEREAS, the **Michelle Doughten Revocable Trust Dated the 7th Day of September, 2017, of Jackson, Missouri**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Deed, attached hereto.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, do hereby accept the Deed which is attached hereto.

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

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

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

FIRST READING: June 20, 2022.

SECOND READING: June 20, 2022.

PASSED AND APPROVED this 20th day of June, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

TITLE OF DOCUMENT:	UTILITY EASEMENT DEED
DATE OF DOCUMENT:	JUNE 7, 2022
GRANTOR:	MICHELLE DOUGHTEN, TRUSTEE OF THE MICHELLE DOUGHTEN REVOCABLE TRUST DATED THE 7TH DAY OF SEPTEMBER, 2017
GRANTORS MAILING ADDRESS:	P.O. BOX 141 JACKSON, MISSOURI 63755
GRANTORS DEED RECORDING:	DOCUMENT NO. 2018-12093
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT ST. JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	1690 WOODLAND EAST JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 2 & 3 OF DEED

UTILITY EASEMENT DEED

THIS DEED, made and entered into this 7th day of June, 2022, by and between MICHELLE DOUGHTEN, TRUSTEE OF THE MICHELLE DOUGHTEN REVOCABLE TRUST DATED THE 7TH DAY OF SEPTEMBER, 2017, of the County of Cape Girardeau, State of Missouri, Grantor, and THE CITY OF JACKSON, MISSOURI, a municipal corporation, of the County of Cape Girardeau, State of Missouri, Grantee.

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

To construct, maintain, and repair general utilities and all city services of whatsoever kind, as well as appurtenances necessary for the operation thereof, situated in the County of Cape Girardeau and State of Missouri, to-wit:

Utility Easement No. 1:

A 15 FOOT WIDE EASEMENT BEING 7.5 FEET ON EITHER SIDE OF AND RUNNING PARALLEL WITH AN EXISTING POWER LINE. THE CENTER OF SAID POWER LINE IS DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 OF P467 SUBDIVISION OF U.S.P.S. 797, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1 OF P467 SUBDIVISION, THENCE NORTH 00°59'43" EAST, 33.67 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79°41'53" EAST, 47.90 FEET; THENCE NORTH 80°47'42" EAST, 138.71 FEET; THENCE NORTH 67°01'15" EAST, 80.05 FEET; THENCE SOUTH 66°32'38" EAST, 54.16 FEET TO A POINT ON THE SOUTHEAST PROPERTY LINE OF LOT 1 AND THERE TERMINATING. ALSO A 15 FOOT WIDE EASEMENT BEING ON EITHER SIDE OF AND EXTENDING 7.5 FEET BEYOND ANY UTILITY LINE EQUIPMENT THAT IS USED TO MAINTAIN AND SUPPORT THE POLES AND LINES.

Utility Easement No. 2:

A 15 FOOT WIDE EASEMENT BEING 7.5 FEET ON EITHER SIDE OF AND RUNNING PARALLEL WITH AN EXISTING POWER LINE. THE CENTER OF SAID POWER LINE IS DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 OF P467 SUBDIVISION OF U.S.P.S. 797, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1 OF P467 SUBDIVISION, THENCE NORTH 00°59'43" EAST, 33.67 FEET; THENCE NORTH 79°41'53" EAST, 47.90 FEET; THENCE NORTH 80°47'42" EAST, 138.71 FEET; THENCE NORTH 67°01'15" EAST, 80.05 FEET; THENCE SOUTH 66°32'38" EAST, 54.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 66°32'38" EAST, 24.69 FEET TO A POINT OF ON THE SOUTHEAST PROPERTY LINE OF LOT 2 AND THERE TERMINATING. ALSO A 15 FOOT WIDE EASEMENT BEING ON EITHER SIDE OF AND EXTENDING 7.5 FEET BEYOND ANY UTILITY LINE EQUIPMENT THAT IS USED TO MAINTAIN AND SUPPORT THE POLES AND LINES.

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

1. The Grantee agrees that the use hereby granted shall be limited exclusively to utility facilities and uses incidental thereto.
2. The Grantee agrees that it will indemnify and hold harmless the Grantor from all claims and actions at law and in equity which may arise out of, or as a consequence of negligence of the Grantee, or its authorized agents, servants, employees or assigns, in maintaining, repairing and utilizing the easement granted hereunder.
3. The Grantor hereby reserves the right to use the easement premises in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder; provided, however, that the Grantor shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of the Grantee.
4. The Grantor agrees that the Grantee may assign the rights granted to it hereunder to any assignee who demonstrates sufficient competence and gives adequate assurances that any work to be performed pursuant to such assignment shall be conducted in a skillful manner, and that the owner's interest in the easement premises shall be protected to the same extent as hereunder.
5. The Grantee agrees to repair any vegetation on the property belonging to the Grantor which is disturbed or damaged as a result of said utility installation, and shall be restored at least to the conditions which existed before work was begun.

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

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

IN WITNESS WHEREOF, the said Grantor has executed these presents the day and year first above written.

THE MICHELLE DOUGHTEN REVOCABLE TRUST DATED THE 7TH DAY OF SEPTEMBER, 2017

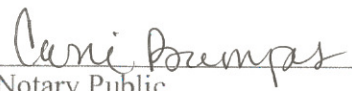


 Michelle Doughten, Trustee

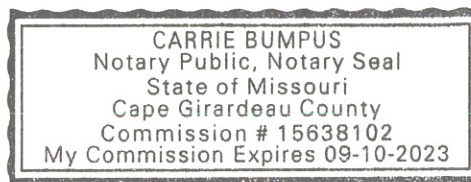
STATE OF MISSOURI)
 COUNTY OF CAPE GIRARDEAU) ss.

On this 7th day of June, 2022, before me, the undersigned notary public, personally appeared Michelle Doughten, Trustee of The Michelle Doughten Revocable Trust Dated the 7th Day of September, 2017, to me known to be the person described in and who executed the foregoing instrument in accordance with the terms of said trust and acknowledged to me that she executed the same as her free act and deed as such Trustee; and that said trust has not been terminated or revoked and is still in full force and effect.

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



 Notary Public
 State of Missouri
 County of Cape Girardeau
 My term expires: 9/10/23





NORTH ORIENTATION FROM
MISSOURI STATE PLANE
COORDINATE SYSTEM

EASEMENT EXHIBIT FOR MICHELLE DOUGHTEN

THAT PART OF LOT 1 OF P467 SUBDIVISION OF U.S.P.S. 797, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY OF JACKSON,
COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI.

NOW OR FORMERLY
MATTHEW & MEGAN
SHELTON
DOC. #2014-11378

LINE #	DIRECTION	LENGTH
L1	N79°41'33"E	47.80'
L2	S88°32'36"E	54.16'
L3	S66°32'36"E	24.69'

LOT 1
2.84 ACRES±

NOW OR FORMERLY
MICHELLE DOUGHTEN TRUST
DOC. NO. 2018-12093

LOT 1
P467 SUBDIVISION
DOC. NO. 2018-02644

NOW OR FORMERLY
HARLAN D. PERR
TRUST
BOOK 842
PAGE 252

POINT OF
BEGINNING
EASEMENT 1

30.00' FRONT SETBACK SHOWN
(REFER TO ZONING NOTE)

30.00' FRONT SETBACK SHOWN
(REFER TO ZONING NOTE)

POINT OF
BEGINNING
EASEMENT 2

NOW OR FORMERLY
JOHN & ETHEL PRIEST
BOOK 418 PAGE 613

NOW OR FORMERLY
JOHN & ETHEL PRIEST
BOOK 418 PAGE 613

LOT 1
WOODLAND OAKS
SUBDIVISION
PLAT BOOK 14 PAGE 21

NOW OR FORMERLY
ROY BULLINGER ETAL
DOC. #2010-02516

Description of Easement 1

DESCRIPTION - EASEMENT 1

A 15 FOOT WIDE EASEMENT BEING 7.5 FEET ON EITHER SIDE OF AND RUNNING PARALLEL WITH AN EXISTING POWER LINE. THE CENTER OF SAID POWER LINE IS DESCRIBED AS FOLLOWS:

THAT PART OF LOT 1 OF P467 SUBDIVISION OF U.S.P.S. 797, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1 OF P467 SUBDIVISION, THENCE NORTH 00°59'43" EAST, 33.67 FEET TO THE POINT OF BEGINNING; THENCE NORTH 79°41'53" EAST, 47.90 FEET; THENCE NORTH 80°47'42" EAST, 138.71 FEET; THENCE NORTH 67°01'15" EAST, 80.05 FEET; THENCE SOUTH 66°32'38" EAST, 54.16 FEET TO A POINT ON THE SOUTHEAST PROPERTY LINE OF LOT 1 AND THERE TERMINATING. ALSO A 15 FOOT WIDE EASEMENT BEING ON EITHER SIDE OF AND EXTENDING 7.5 FEET BEYOND ANY UTILITY LINE EQUIPMENT THAT IS USED TO MAINTAIN AND SUPPORT THE POLES AND LINES.

DESCRIPTION - EASEMENT 2

A 15 FOOT WIDE EASEMENT BEING 7.5 FEET ON EITHER SIDE OF AND RUNNING PARALLEL WITH AN EXISTING POWER LINE. THE CENTER OF SAID POWER LINE IS DESCRIBED AS FOLLOWS:

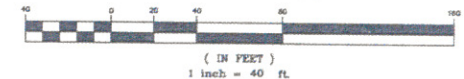
THAT PART OF LOT 1 OF P467 SUBDIVISION OF U.S.P.S. 797, TOWNSHIP 31 NORTH, RANGE 13 EAST, IN THE CITY OF JACKSON, COUNTY OF CAPE GIRARDEAU, STATE OF MISSOURI:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1 OF P467 SUBDIVISION, THENCE NORTH 00°59'43" EAST, 33.67 FEET; THENCE NORTH 79°41'53" EAST, 47.90 FEET; THENCE NORTH 80°47'42" EAST, 138.71 FEET; THENCE NORTH 67°01'15" EAST, 80.05 FEET; THENCE SOUTH 66°32'38" EAST, 54.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 66°32'38" EAST, 24.69 FEET TO A POINT ON THE SOUTHEAST PROPERTY LINE OF LOT 2 AND THERE TERMINATING. ALSO A 15 FOOT WIDE EASEMENT BEING ON EITHER SIDE OF AND EXTENDING 7.5 FEET BEYOND ANY UTILITY LINE EQUIPMENT THAT IS USED TO MAINTAIN AND SUPPORT THE POLES AND LINES.

LEGEND

○	= FOUND IRON ROD
⊠	= FOUND ANCHOR
⊙	= FOUND METAL IN ROAD
⊗	= SET 1/2" IRON ROD
—	= BOUNDARY LINE
- - -	= LOT LINE
- - -	= ADJOINING LINE
- - -	= RIGHT OF WAY LINE
- - -	= UTILITY EASEMENT
- - -	= SETBACK LINE

GRAPHIC SCALE



KOEHLER

Professional Engineers & Land Surveyors

194 Coker Lane
Cape Girardeau, Missouri 63701
Ph: (573) 335 - 3026 Fax: (573) 335 - 3049
PLS CORPORATE LICENSE NO. 000262

DRAWN BY:	SUSAN DODDS	REV/DATE	DESCRIPTION	INITIALS
CHECKED BY:	TRAVIS STEFFENS			
SURVEY DATE:	JANUARY 2016			
DRAWING DATE:	04-19-2022			
DRAWING NO:	38542			

THIS SURVEY OF A TRACT OF RURAL PROPERTY WAS
PERFORMED IN ACCORDANCE WITH THE CURRENT MINIMUM
STANDARDS FOR PROPERTY BOUNDARY SURVEYS IN THE STATE
OF MISSOURI AS MADE EFFECTIVE JUNE 30, 2017.

RESOLUTION NO. #2022-_____

RESOLUTION

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF JACKSON, MISSOURI, EXPRESSING SUPPORT OF A TRANSPORTATION ALTERNATIVES PROGRAM APPLICATION TO THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR THE EAST MAIN STREET TRAIL – BELLEVUE STREET TO SHAWNEE BOULEVARD PROJECT.

WHEREAS, the City of Jackson, Missouri constructs, operates and maintains an extensive network of public streets, sidewalks, and recreation trails for the benefit of their citizens, school students and the traveling public at large, and;

WHEREAS, the Board of Aldermen of the City has adopted a Comprehensive Plan and a Comprehensive Traffic Study, and has appointed a Planning and Zoning Commission, and said Commission has adopted a Major Street Plan, and;

WHEREAS, the Board of Directors of the Southeast Metropolitan Planning Organization has adopted a Metropolitan Transportation Plan establishing goals and objectives for transportation plans, projects, and programs within the metropolitan area; and

WHEREAS, the City has the responsibility to provide for the general health, safety and welfare of citizens within their jurisdiction and that the provision of safe and effective vehicular and pedestrian transportation systems is part of that responsibility, and;

WHEREAS, recognizing that improving this roadway with a trail between Bellevue Street and Shawnee Boulevard will expand and enhance the regional bicycle and pedestrian system, and increase safety for both motorized and non-motorized travelers for the overall betterment of Jackson.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City, through its Board of Aldermen, does hereby express and confirms its support for the submittal of a Transportation Alternatives Program application to the Missouri Department of Transportation for the funding of the East Main Street Trail Project.

2. This Resolution shall be submitted as soon as practical upon its passage to the Missouri Department of Transportation in Sikeston, Missouri, as an attachment to the grant application.

3. Copies of this Resolution shall also be submitted to the State Representatives and State Senator representing the citizens of Jackson and the immediate region, the Southeast Metropolitan Planning Organization, the Cape Girardeau County Commission, the Southeast Missouri Regional Planning & Economic Development Commission, the City Planning and Zoning Commission, the City Park Board, the Reorganized School District R-II of Cape Girardeau County, and the Jackson Area Chamber of Commerce.

4. The City hereby commits to any and all follow-up actions that may be necessary to secure funding of said project in the most timely and economical manner possible.

PASSED AND APPROVED this 20th day of June, 2022, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

(SEAL)

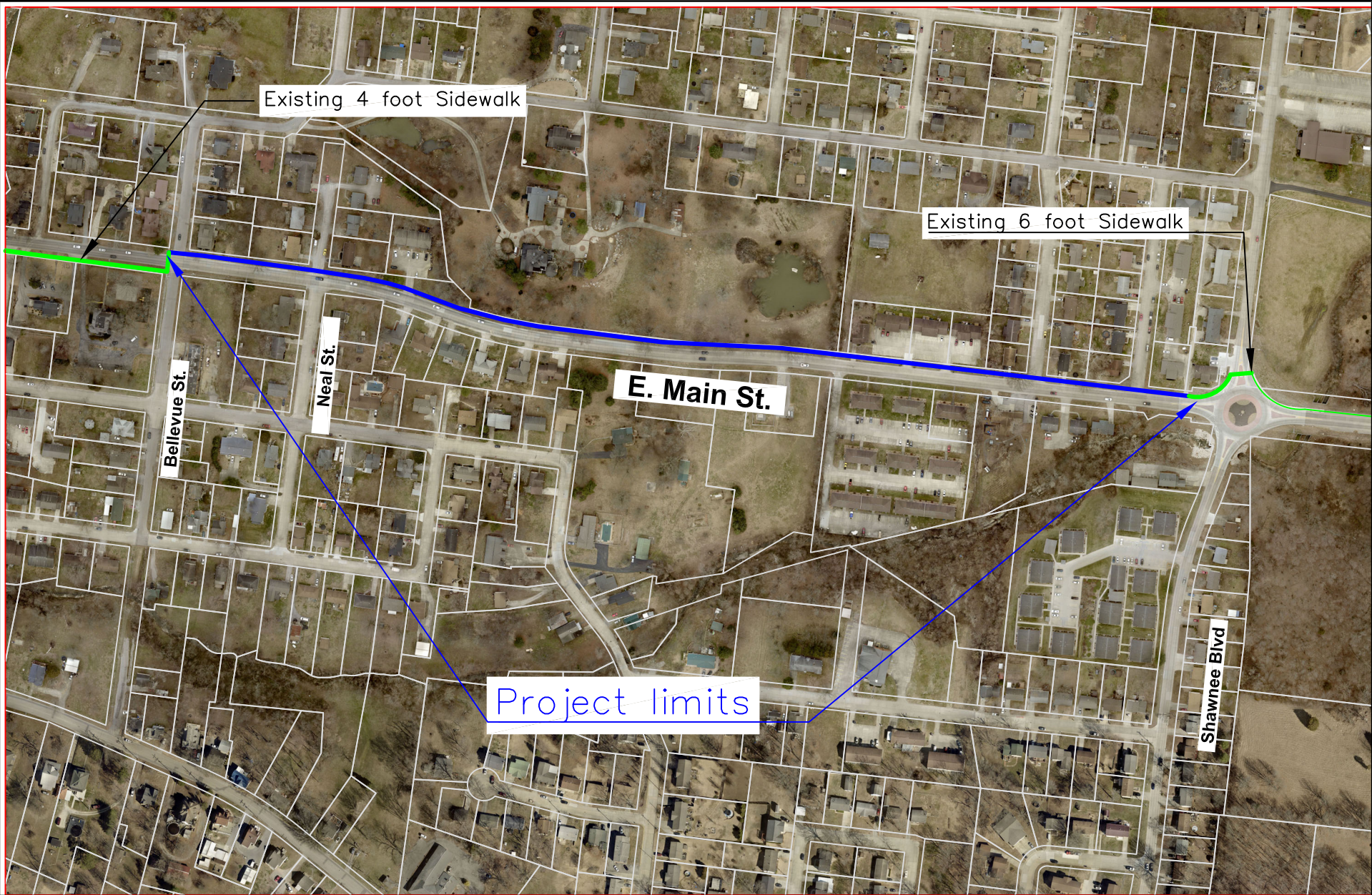
ATTEST

City Clerk

CITY OF JACKSON, MISSOURI

BY: _____

Mayor



East Main Street Sidepath Project

Attachment B - Location Map



BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI TO EXECUTE A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND THE JACKSON SENIOR CENTER FOUNDATION, A MISSOURI NONPROFIT CORPORATION OF JACKSON, MISSOURI, RELATIVE TO THE AMERICAN RESCUE PLAN ACT FUNDS.

WHEREAS, the American Rescue Plan Act (“ARPA”) was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and

WHEREAS, the United State Department of Treasury has released a guide on allowed uses of funds and allocated money for state, local, territorial and Tribal governments from the ARPA Fund; and

WHEREAS, the City of Jackson, Missouri (the “City”) received an allocation from the ARPA Fund; and

WHEREAS, under section 602(c)(3) of ARPA, the City may transfer funds to a private non-profit entity for the purpose of meeting ARPA’s goals; and

WHEREAS, the City desires to distribute a portion of its ARPA Fund allocation to the Foundation for the purpose of assisting the Jackson Senior Center (the “Center”), a Missouri Non-profit Corporation located within the City that has suffered negative economic impacts as a result of the COVID-19 public health emergency; and

WHEREAS, The Center was opened in 2005 under the Older Americans Act (OAA) of 1965, for the purpose of meeting the nutritional and social needs of senior citizens who are residents of the City; and

WHEREAS, The Center prepares approximately three hundred (300) hot meals daily for senior citizens who are residents of the City; and

WHEREAS, the home delivered and congregate meal programs are vital for providing the nutritional needs of senior citizens who are residents of the City; and

WHEREAS, the Center closed from March of 2020 to June 2021 due to the Covid-19 pandemic which resulted in significant revenue loss for the Center because of continued payment of ongoing financial requirements including the payment of employees; and

WHEREAS, the Center is in need of replacement of kitchen equipment that is unreliable and affects the Center's ability to meet the needs of senior citizens who are residents of the City; and

WHEREAS, the kitchen equipment needs include replacement of the stove, steam table and dishwasher; and

WHEREAS, a significant part of the Center's services include the delivery of meals to senior citizens who are homebound residents of the City; and

WHEREAS, the current van used for deliveries is ten (10) years old, often requires repairs and is unreliable, and a new van is needed to meet the nutritional needs of senior citizens who are residents of the City; and

WHEREAS, additional funds are needed due to increased operation expenses including payroll and food costs; and

WHEREAS, the Jackson Senior Center Foundation is the entity responsible for managing the equipment and funds necessary for the Center to meet the nutritional needs for the senior citizens who are residents of the City.

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

Section 1. The Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the Memorandum of Understanding marked Exhibit A and attached hereto and incorporated herein as fully set forth between the City of Jackson, a Municipal Corporation and the Jackson Senior Center Foundation, a Non-Profit Missouri Corporation. It is the belief of the Mayor and the Board of Aldermen that it is in the best interest of the citizens of the City of Jackson, Missouri that the City enter into said Memorandum of Understanding.

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

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

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

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

FIRST READING: June 20, 2022.

SECOND READING: June 20, 2022.

PASSED AND APPROVED this 20th day of June, 2022, by a vote of _____ ayes, _____ nays, _____ abstentions, and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 16th day of June, 2022, by and between the *CITY OF JACKSON, MISSOURI, a municipal corporation*, hereinafter referred to as the “City,” and the *Jackson Senior Center Foundation, a Missouri Non-profit Corporation*, hereinafter referred to as the “Foundation,”

WITNESSETH:

WHEREAS, the American Rescue Plan Act (“ARPA”) was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and

WHEREAS, the United State Department of Treasury has released a guide on allowed uses of funds and allocated money for state, local, territorial and Tribal governments from the ARPA Fund; and

WHEREAS, the City received an allocation from the ARPA Fund; and

WHEREAS, under section 602(c)(3) of ARPA, the City may transfer funds to a private non-profit entity for the purpose of meeting ARPA’s goals; and

WHEREAS, the City desires to distribute a portion of its ARPA Fund allocation to the Foundation for the purpose of assisting the Jackson Senior Center (the “Center”), a Missouri Non-profit Corporation located within the City that has suffered negative economic impacts as a result of the COVID-19 public health emergency; and

WHEREAS, The Center was opened in 2005 under the Older Americans Act (OAA) of 1965, for the purpose of meeting the nutritional and social needs of senior citizens who are residents of the City; and

WHEREAS, The Center prepares approximately three hundred (300) hot meals daily for senior citizens who are residents of the City; and

WHEREAS, the home delivered and congregate meal programs are vital for providing the nutritional needs of senior citizens who are residents of the City; and

WHEREAS, the Center closed from March of 2020 to June 2021 due to the Covid-19 pandemic which resulted in significant revenue loss for the Center because of continued payment of ongoing financial requirements including the payment of employees; and

WHEREAS, the Center is in need of replacement of kitchen equipment that is unreliable and affects the Center's ability to meet the needs of senior citizens who are residents of the City; and

WHEREAS, the kitchen equipment needs include replacement of the stove, steam table and dishwasher; and

WHEREAS, a significant part of the Center's services include the delivery of meals to senior citizens who are homebound residents of the City; and

WHEREAS, the current van used for deliveries is ten (10) years old, often requires repairs and is unreliable, and a new van is needed to meet the nutritional needs of senior citizens who are residents of the City; and

WHEREAS, additional funds are needed due to increased operation expenses including payroll and food costs; and

WHEREAS, the Foundation is the entity responsible for managing the equipment and funds necessary for the Center to meet the nutritional needs for the senior citizens who are residents of the City.

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

1. The City will distribute to the Center a one-time payment of \$109,000.00 from the City's allocation of ARPA Funds.
2. The Center understands that the allocation of ARPA funds does not constitute an agreement or obligation for the distribution of additional ARPA funds or any other funds from the City.
3. The Center agrees to use the funds for replacement of kitchen equipment and the delivery van, and the increased operation expenses, so that the Center can continue to meet the nutritional needs of senior citizens who are residents of the City.
4. The Center agrees to comply with all applicable federal, state, and local laws, rules and regulations in the receipt and use of this payment, and supply such information to the City upon the City's request.
5. This Memorandum of Understanding contains the entire agreement of the parties and can be altered, amended, or modified only by written instrument executed by both parties. This Memorandum of Understanding sets forth the entire agreement between the parties and no custom, act, forbearance, or words or silence at any time, gratuitous or otherwise, shall impose any additional obligation or liability upon either party or waive or release either party from any default or the performance or fulfillment of any obligation or liability or operate as against either party as a supplement, alteration, amendment, or change of any terms or provisions set forth herein unless set forth in a written instrument duly executed by such party. The failure of either

party to exercise any rights or remedies shall not release the other party from its obligations hereunder.

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

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

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

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

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

CITY:

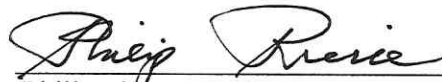
CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

Jackson Senior Center Foundation:



Philip Pierce, President



PUBLIC WORKS MEMORANDUM

City of Jackson

TO: Mayor and Board of Aldermen

CC: Jim Roach, City Administrator

FROM: Kent Peetz, Director of Public Works

DATE: June 16, 2022

RE: ARPA Application Authorization

Attached is an ordinance authorizing the Mayor to execute applications for Financial Assistance through the American Rescue Plan Act (ARPA). It also authorizes and directs the Mayor and Kent Peetz to furnish such information as the Missouri Department of Natural Resources (MDNR) may request in connection with such applications.

We plan to apply for \$5,000,000.00 in State ARPA funds for improvements to the Wastewater Treatment Facility. We also plan to apply for \$200,000.00 in assistance to comply with the Lead Service Line Inventory requirements of the Federal Lead and Copper Rule Revisions (LCRR). If projects are determined to be eligible for the ARPA grant program we will also apply for approximately \$3,000,000.00 to upgrade the Water Treatment Plant and construction of a new Northeast Water Tower.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE APPLICATIONS BY AND BETWEEN THE CITY AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES RELATIVE TO THE FINANCIAL ASSISTANCE CENTER'S STATE ARPA GRANT PROGRAMS; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the City of Jackson, Missouri may be eligible for a grant sub-award from the Missouri Department of Natural Resources, Financial Assistance Center's State American Rescue Plan Act ("ARPA") Grant Program as provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of ARPA; and,

WHEREAS, under the terms of Section 602(c) of ARPA and Treasury's regulations, the State of Missouri through the Missouri Department of Natural Resources has authorized the making of grants to authorized applicants to aid in the completion of specific public projects; and,

WHEREAS, the City of Jackson, Missouri may have specific public projects eligible for such grants; and,

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, deem it advisable to submit applications to determine the City's eligibility for such grants.

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

Section 1. That the Mayor and Board of Aldermen of the City of Jackson, Missouri, approve the filing of applications to determine the City's eligibility for grants from the Missouri Department of Natural Resources for specific public projects. It is the belief of the Mayor and

Board of Aldermen of the City of Jackson, Missouri, that it is in the best interests of the citizens of the City of Jackson, Missouri, that the City file said applications.

Section 2. That, in addition to the Mayor of the City of Jackson, Missouri, Kent A. Peetz, Director of Public Works for the City of Jackson, Missouri is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application and is herein authorized to sign all necessary documents on behalf of the City of Jackson, Missouri, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the City of Jackson, Missouri.

Section 3. That the Mayor of the City of Jackson, Missouri, be and he is hereby authorized and directed to execute said applications for and on behalf of the City of Jackson, Missouri.

Section 4. That the City Clerk of the City of Jackson, Missouri, is hereby authorized and directed to attest to the signature of the Mayor on the attached applications.

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

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

FIRST READING: _____.

SECOND READING: _____.

PASSED AND APPROVED this _____ day of _____, 2022, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

**Purchase of Real Estate with Nabors Land Developers LLC
for a tract of land located at 2000 North High Street**

BILL NO. 22-__

ORDINANCE NO. 22-__

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE A CONTRACT BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND *NABORS LAND DEVELOPERS LLC OF JACKSON, MISSOURI*, RELATIVE TO THE *PURCHASE OF REAL ESTATE FOR A TRACT OF LAND LOCATED AT 2000 NORTH HIGH STREET*; FURTHER SAID ORDINANCE SHALL AUTHORIZE AND DIRECT THE CITY CLERK TO ATTEST THE SIGNATURE OF THE MAYOR.

WHEREAS, the Mayor and Board of Aldermen have been presented a 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 **Nabors Land Developers 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 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: June 20, 2022.

SECOND READING: June 20, 2022.

PASSED AND APPROVED this 20th day of June, 2022, by a vote of _ ayes, _ nays, _ abstentions and _ absent.

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

CONTRACT FOR THE SALE OF REAL ESTATE

THIS CONTRACT is entered into this 9 day of June, 2022,
by and between *NABORS LAND DEVELOPERS, LLC, a Missouri Limited Liability Company*,
hereinafter called **Seller**, and *CITY OF JACKSON, MISSOURI, a municipal corporation*,
hereinafter called **Buyer**, **WITNESSETH:**

1. For and in consideration of the mutual obligations of the parties hereto, the Seller hereby agrees to sell and convey unto the Buyer, and the Buyer agrees to purchase from the Seller, upon the terms and conditions hereinafter set forth, the real estate located in Cape Girardeau County, Missouri, and described as approximately a one (1) acre tract as shown in the attached Exhibit A, subject to a formal survey.

2. The price of said property shall be \$144,000.00 to be paid at closing less any costs of closing or special costs set forth herein.

3. The Seller shall pay the taxes, both general and special, on said property.

4. The Buyer shall order a title examination and appropriate title insurance from Reliable Community Title Company, L.L.C., with the cost of the title examination to be paid by the Seller.

5. The Buyer shall order a Phase I Environmental test and examination of the property to be conducted by Koehler Engineering and Land Surveying, Inc., with the cost of the Phase I Environmental site assessment to be paid by the Buyer.

6. The Buyer shall order a Survey of the approximately one (1) acre tract and as shown on the attached Exhibit A with costs to be paid by the Buyer.

7. In the event that the title examination, the Phase I Environmental site assessment, or survey is unacceptable to the Buyer, then the Buyer shall give the Seller thirty days to correct said deficiency. If the deficiency is not corrected, this Contract shall be void.

8. The closing shall be held at the offices of Reliable Community Title Company, L.L.C., or at such other mutually agreed upon location at such date and such time as may be convenient to the parties.

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

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

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

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

13. The relationship between Buyer and Seller at all times shall remain solely that of Buyer and Seller and shall not be deemed a partnership or joint venture.

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

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


16. Each of Buyer and Seller acknowledge and agree with the other party that they have not dealt with any real estate broker, agent, or finder in connection with this transaction, the commissions of which shall be a charge against the other party hereto or the premises.

17. Time is of the essence of this Contract.

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

SELLER:

NABORS LAND DEVELOPERS, LLC

By: 
President

ATTEST:

Secretary

BUYER:

CITY OF JACKSON, MISSOURI

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT

A

tabbles



2000 North High Street
Location Map

5/16/2022

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

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

June 14, 2022

Mr. Rodney Bollinger
Administrative Services Director
City of Jackson, Missouri
101 Court Street
Jackson, Missouri 63755
Via email

RE: Phase 1 Environmental Site Assessment (ESA) and Survey; SE Corner of North High Street (US HW 61) and East Deerwood Drive

Mr. Bollinger,

I wish to thank you and the City of Jackson for the opportunity to provide this proposal for professional services related to the above noted project, which is reflected on Figure 1 on the following page.

Based upon your request for proposal, the following scope of activities is required:

1. Prepare a Phase 1 ESA for the property on North High Street currently owned by Nabors Land Developers, LLC, located at the Southeast Corner of E. Deerwood Drive North High Street (US HW 61), in accordance with ASTM 1527-13.
2. Prepare a boundary survey with a new legal description of the subject tract reflecting the remaining property in this location for a clear conveyance of same to the City.

The fee for the Phase 1 ESA would be \$2,650.00

The fee for the Survey would be \$1,160.00

We will complete all work for submission within 40 days of notice to proceed.

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.

Chris Koehler, PE, PLS

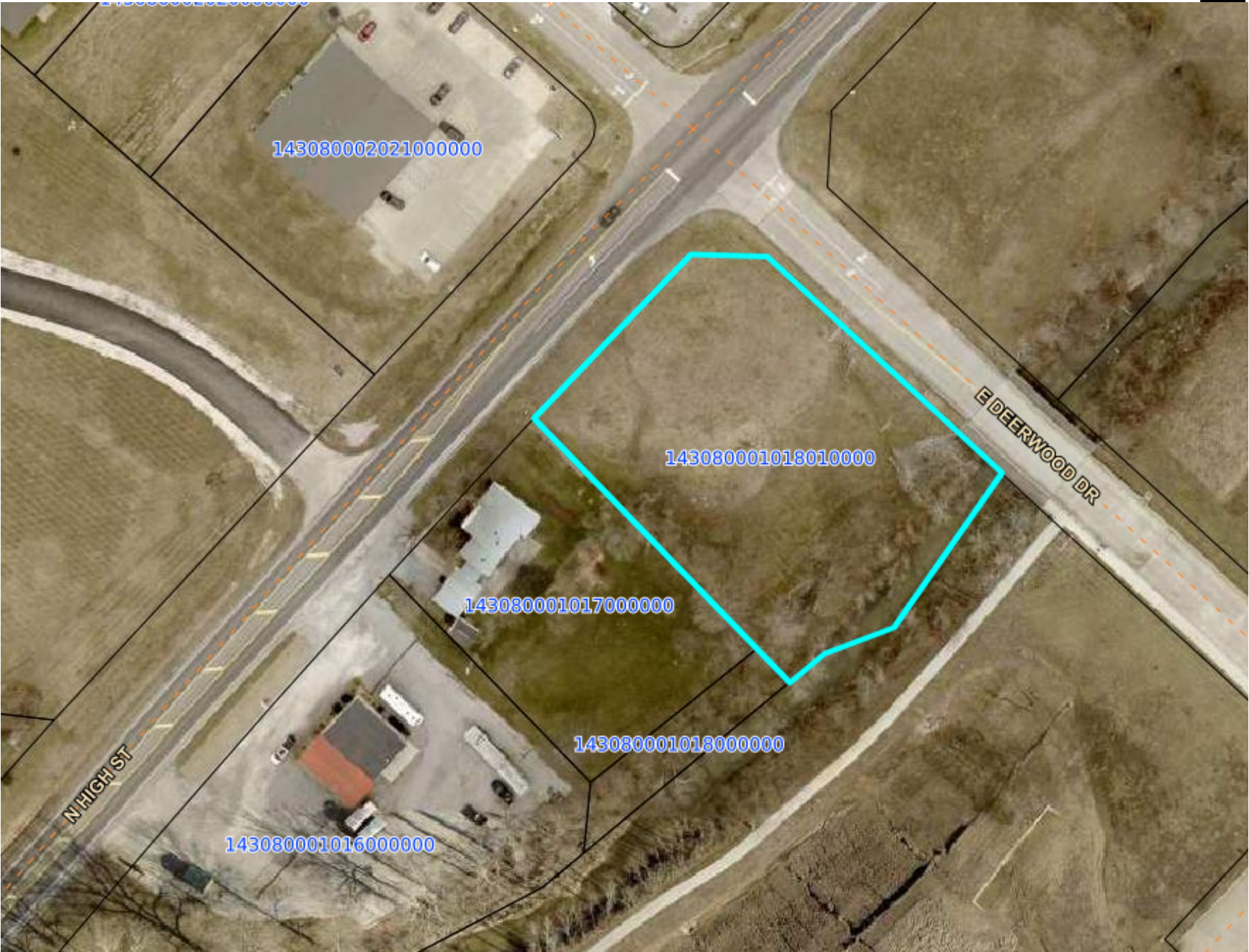


Figure 1: Site Location Exhibit