



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, July 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) of the Code of Ordinances, relative to the required notice for public hearings of an appeal or variance.

APPROVAL OF MINUTES

3. Motion approving the Minutes of the Regular Meeting of July 5, 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

7. Motion approving the Semi-Annual Financial Statement, ending June 30, 2023.
8. Motion setting a public hearing for Monday, August 21, 2023, at 6:00 p.m., to consider the proposed 2023 Parks and Recreation, General Revenue, Cemetery, and Band Tax Rates.
9. Motion approving Change Order No. 1, extending the contract time by 154 days, to Power Line Consultants, LLC, of Farmington, Missouri, relative to the I-55 Electric Substation Transmission and Distribution Line Project.
10. Motion approving Change Order No. 1, extending the contract time by 152 days, to Power Grid Company, of Fayetteville, Georgia, relative to the I-55 Electric Substation Build-Out Project.

- [11.](#) Motion accepting the bid of Sunbelt Solomon Service, LLC, of Temple, Texas, in the amount of \$58,865.00, relative to the purchase of an electric distribution transformer.
- [12.](#) Bill proposing an Ordinance authorizing a contractual agreement with Sunbelt Solomon Service, LLC, relative to the purchase of an electric distribution transformer.
13. Motion authorizing payment in the amount of \$3,000.00 to the Cape Girardeau County Treasurer, relative to the late filing of a permit application with the Missouri Department of Natural Resources.
- [14.](#) Bill proposing an Ordinance authorizing a contractual agreement with the Missouri Department of Natural Resources, relative to the late filing of a permit application.
- [15.](#) Bill proposing an Ordinance approving a Memorandum of Understanding with the Uptown Jackson Revitalization Organization, relative to American Rescue Plan Act Funds.
- [16.](#) Bill proposing an Ordinance approving a Memorandum of Understanding with the Jackson Chamber of Commerce, relative to American Rescue Plan Act Funds.
- [17.](#) Bill proposing an Ordinance accepting the dedication of a Water Line Easement Deed from the Jackson Chamber of Commerce, relative to the Water System Facility Plan Implementation Project - Phase 2, Project 2E.
- [18.](#) Bill proposing an Ordinance re-adopting Chapter 1, Article VIII, of the Code of Ordinances, relative to ethics.

Street, Sewer, and Cemetery Committee

19. Motion setting a public hearing for Monday, August 7, 2023, at 6:00 p.m., to consider the rezoning of a 1.91-acre tract at the southwest corner of East Main Street and South Shawnee Boulevard (County parcel number 15-113-00-16-001.00-0000), from R-4 (General Residential) District to C-2 (General Commercial) District, as submitted by the William J. Penrod Trust.
20. Motion setting a public hearing for Monday, August 7, 2023, at 6:00 p.m., to consider a Special Use Permit for an attached oversized sign, in a C-2 (General Commercial) District, at 1985 East Jackson Boulevard, as submitted by Gospel Life Church.
- [21.](#) Motion approving Change Order No. 1, in the amount of \$5,500.00, to Herzog Excavating & Demolition, LLC, of Perryville, Missouri, relative to the Disposal of Stockpiled Brush Program.
- [22.](#) Motion approving Change Order No. 2, in the amount of \$15,875.00, to Black Diamond Paving, LLC, of Oak Ridge, Missouri, relative to the 2023 Asphalt Pavement Improvement Program.
- [23.](#) Motion approving an application for the placement of an oversized public service sign at Fields 12 and 13 in the Soccer Park, and granting an exception to the size limitation of the sign face under Section 47-2 (Parks and Recreation) of the Code of Ordinances.
- [24.](#) Resolution declaring the City of Jackson's intent to retire and transfer ownership of the Jackson Police Department Canine Officer.

- [25.](#) Bill proposing an Ordinance accepting an Affidavit of Scrivener's Error to correct a legal description on the Minor Plat of Magnolia Meadows Subdivision, a Resubdivision of Lots 9 and 10 of Block 4 of West End Addition, which was passed and approved by Bill No. 22-64 on July 5, 2022.
- [26.](#) Bill proposing an Ordinance approving a text amendment to Chapter 65 (Zoning) of the Code of Ordinances, relative to the required notice for public hearings of an appeal or variance.

NON-AGENDA CITIZEN INPUT

INFORMATION ITEMS

- 27. Report by Mayor
- 28. Reports by Board Members
- 29. Report by City Attorney
- 30. Report by City Administrator
- 31. Discussion of future agenda items

EXECUTIVE SESSION

Due to a lack of items, a motion to have executive session is not anticipated.

ADJOURN

Posted on 7/14/2023 at 04:00 PM.



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 5, 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, David Reiminger, Paul Sander, Wanda Young, and David Hitt. Present-6; Absent-2: Alderwoman Shana Williams and Alderwoman Katy Liley.

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 Alderman Hitt, to adopt the agenda, as presented. Ayes-6; Nays-0; Absent-2.

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

Motion made by Alderman Hitt, seconded by Alderwoman Young, to approve the minutes of the preceding Regular Board Meeting of Tuesday, June 20, 2023. Ayes-6; Nays-0; Absent-2.

Motion to Approve Bills of July, 2023)

Now is presented the Semimonthly Bills Report, in the various funds for the month of July, 2023. Motion made by Alderwoman Young, seconded by Alderman Seabaugh, to approve the payment of Semimonthly Bills in the various funds for July, 2023. Ayes-6; Nays-0; Absent-2.

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

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, to change the date of the Board of Aldermen Regular Meeting and Study Session from Monday, September 4, 2023, to Tuesday, September 5, 2023, at 6:00 p.m., in observance of the Labor Day holiday. Ayes-6; Nays-0; Absent-2.

Motion to Authorize an Expenditure to)
 Saint Francis Medical Center, relative to)
 the Oversizing of a Public Water)
 Distribution Line at 2130 East Jackson)
 Boulevard)

Motion made by Alderman Reiminger, seconded by Alderman Sander, to authorize an expenditure in the amount of \$29,819.09, to Saint Francis Medical Center, relative to the oversizing of a public water distribution line at 2130 East Jackson Boulevard (formerly addressed as 2102 and 2122 East Jackson Boulevard). Ayes-6; Nays-0; Absent-2.

Ordinance No. 23-48 Re: To Accept the)
 Dedication of a Water Line Easement)
 Deed from Saint Francis Medical)
 Center, relative to the Water System)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, June 5, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Facility Plan Implementation Project,)
 Phase 2, Project 2E)

The matter of accepting the dedication of a Water Line Easement Deed from Saint Francis Medical Center, relative to the Water System Facility Plan Implementation Project – Phase 2, Project 2E, came on for consideration. Alderman Reiminger introduced Bill No. 23-49 being for an ordinance entitled as follows:

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

Motion made by Alderman Reiminger, seconded by Alderman Seabaugh, Bill No. 23-49 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. 23-49 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. 23-48 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; Alderman Baker-aye; Alderwoman Young-aye; Alderwoman Williams-absent; Alderman Seabaugh-aye; and Alderwoman Liley-absent.

BILL NO. 23-49

ORDINANCE NO. 23-48

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

WHEREAS, **Saint Francis Medical Center**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Water Line Easement Deed, attached hereto.

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

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

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

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



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
Monday, June 5, 2023 at 6:00 PM
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MINUTES

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

FIRST READING: July 5, 2023.

SECOND READING: July 5, 2023.

PASSED AND APPROVED this 5th day of July, 2023, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk

Ordinance No. 23-49 Re: To Approve)
 an Application with CRC Group, of)
 Chicago, Illinois, relative to Insurance)

The matter of approving an application with CRC Group, of Chicago, Illinois, relative to insurance, came on for consideration. Alderman Reiminger introduced Bill No. 23-50, being for an ordinance entitled as follows:

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN APPLICATION BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CRC GROUP, OF CHICAGO, ILLINOIS, RELATIVE TO INSURANCE; 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 Sander, Bill No. 23-50 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. 23-50 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. 23-49 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Seabaugh-aye; Alderman Hitt-aye; Alderman Reiminger-aye; Alderman Sander-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderwoman Williams-absent; and Alderwoman Liley-absent.

BILL NO. 23-50

ORDINANCE NO. 23-49

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF JACKSON, MISSOURI, TO EXECUTE AN APPLICATION BY AND BETWEEN THE CITY OF JACKSON, MISSOURI, AND CRC GROUP, OF CHICAGO, ILLINOIS, RELATIVE TO INSURANCE; 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 an application marked Exhibit A and attached hereto and incorporated herein as if fully set forth; and



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MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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MINUTES

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

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 application marked Exhibit A and attached hereto and incorporated herein as if fully set forth between the City of Jackson, a municipal corporation, and **CRC Group, of Chicago, Illinois**. 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 application.

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

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: July 5, 2023.

SECOND READING: July 5, 2023.

PASSED AND APPROVED this 5th day of July, 2023, by a vote of 6 ayes, 0 nays, 0 abstentions and 2 absent.

CITY OF JACKSON, MISSOURI

(SEAL)

By: Dwain L. Hahs (signed)
Mayor

ATTEST:

Liza Walker (signed)
City Clerk



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING

Monday, June 5, 2023 at 6:00 PM
Board Chambers, City Hall, 101 Court St.

MINUTES

Motion to Set a Public Hearing for)
 Monday, August 7, 2023, to Consider a)
 Text Amendment to Chapter 65)
 Regarding the Addition of Provisions for)
 Defining and Limiting Tiny Houses)

Motion made by Alderman Baker, seconded by Alderman Hitt, to set a public hearing for Monday, August 7, 2023, at 6:00 p.m., to consider a text amendment to Chapter 65 (Zoning) regarding the addition of provisions for defining and limiting tiny houses. Ayes-6; Nays-0; Absent-2.

Motion to Approve Change Order No. 2)
 to RIHC Contracting, of Perryville,)
 Missouri, relative to the Kimbeland)
 Pump Station Improvements Project)

Motion made by Alderman Baker, seconded by Alderwoman Young, to approve Change Order No. 2, extending the time for substantial completion by 119 days to October 4, 2023, to RIHC Contracting (Robinson Industrial, Heavy & Commercial Contracting, Inc.), of Perryville, Missouri, relative to the Kimbeland Pump Station Improvements Project. Ayes-6; Nays-0; Absent-2.

Ordinance No. 23-50 Re: To Amend the)
 "Crosswalks Designated Schedule" –)
 Schedule XVI, by Adding a Designation)
 on North Missouri Street)

The matter of amending the "Crosswalks Designated Schedule" – Schedule XVI, by adding a designation on North Missouri Street, came on for consideration. Alderman Baker introduced Bill No. 23-51, being for an ordinance entitled as follows:

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

Motion made by Alderman Baker, seconded by Alderman Hitt, Bill No. 23-51 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 Baker, seconded by Alderman Hitt, Bill No. 23-51 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. 23-50 and was signed and approved by Mayor Dwain L. Hahs and attested by the City Clerk. On roll call: Alderman Sander-aye; Alderwoman Liley-absent; Alderman Hitt-aye; Alderman Baker-aye; Alderwoman Young-aye; Alderwoman Williams-absent; Alderman Seabaugh-aye; and Alderman Reiminger-aye.

BILL NO. 23-51

ORDINANCE NO. 23-50

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

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



CITY OF JACKSON
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MINUTES

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

MISSOURI STREET (NORTH): On North Missouri Street, at its intersection with Cherry Street, crosswalk on the south side of the intersection.

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

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

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

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

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

FIRST READING: July 5, 2023.

SECOND READING: July 5, 2023.

PASSED AND APPROVED this 5th day of July 2023, by a vote of 6 ayes, 0 nays, 0 abstentions, and 2 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)



CITY OF JACKSON
MAYOR & BOARD OF ALDERMEN REGULAR MEETING
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MINUTES

Now comes forth City Administrator James Roach to request to proceed into closed session for two items of litigation in accordance with Section 610.021(1) RSMo and two contractual matters in accordance with Section 610.021(12) RSMo.

Motion to Recess the Meeting to Study)
 Session)

On a motion by Alderman Baker, seconded by Alderman Hitt, to recess the meeting at 6:13 P.M., to convene to the Study Session. Ayes-6; Nays-0; Absent-2.

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 Returned to Open Session at 6:56 P.M., from Study Session.

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

Meeting concluded at 6:56 P.M. On a motion by Alderman Baker, seconded by Alderman Reiminger, it is ordered that the Board now convene into closed session for two items of litigation in accordance with Section 610.021(1) RSMo and two contractual matters in accordance with Section 610.021(12) RSMo and that the meeting will stand adjourned upon the adjournment of the closed session. On roll call: Alderwoman Young-aye; Alderman Seabaugh-aye; Alderman Sander-aye; Alderman Baker-aye; Alderwoman Liley-absent; Alderman Hitt-aye; Alderman Reiminger-aye; and Alderwoman Williams-absent. Ayes-6; Nays-0; Absent-2.

ATTEST:

Mayor

City Clerk

CITY COLLECTOR'S REPORT FOR JUNE 2023

DESCRIPTION	ELECTRIC FUND	WATER FUND	WASTEWATER FUND	LANDFILL FUND	GEN. REV. FUND	TOTAL
Service Charges (includes internal transfers)	1,174,214.13	274,171.92	218,460.73	61,564.33	-	1,728,411.11
Penalties	9,192.97	1,850.91	1,544.69	369.35	-	12,957.92
Sales Tax	32,451.32	7,904.59	-	-	-	40,355.91
Disconnect Fees	300.00	-	-	-	-	300.00
Returned Transaction Fees	600.00	-	-	-	-	600.00
Customer Relocation Fees	-	-	-	-	375.00	375.00
Trash Stickers	-	-	-	1,711.00	-	1,711.00
UTILITY COLLECTIONS	1,216,758.42	283,927.42	220,005.42	63,644.68	375.00	1,784,710.94
Adjustments - Services	-	-	-	-	-	-
Adjustments - Penalties	-	-	-	-	-	-
Adjustments - Taxes	-	-	-	-	-	-
Adjustments - Service Fees	-	-	-	-	-	-
NET UTILITY COLLECTIONS	1,216,758.42	283,927.42	220,005.42	63,644.68	375.00	1,784,710.94
Business/Contractor Licenses	-	-	-	-	1,927.50	1,927.50
Event Fees/Misc. Charges	-	-	-	-	-	-
NON-UTILITY COLLECTIONS	-	-	-	-	1,927.50	1,927.50
Misc. Adjustments	-	-	-	-	-	-
Interest on Collector's bank account	-	-	-	-	-	127.17
Cash in bank	-	-	-	-	-	1,786,765.61
Missouri Sales Tax payment	(32,451.32)	(7,904.59)	-	-	-	(40,355.91)
TO CITY TREASURER					\$	1,746,409.70

Respectfully Submitted,



City Collector



CITY CLERK'S REPORT FOR THE MONTH OF JUNE, 2023

ELECTRIC

Sale of Merchandise	0.00	
Cable TV Pole Rental	0.00	
Electric Meters	2,725.00	
Electric Service Lines	2,400.00	
Returned Check Fees	0.00	
URD Services	11,169.11	
Sales Tax Commission	790.97	
Labor and Equipment Use	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		17,085.08

CEMETERY

Sale of Lots	6,000.00	
Sale of Niches	0.00	
Grave Openings	7,275.00	
Niche Openings	0.00	
Weekend/Holiday Grave Openings/Inurnments	0.00	
Disinterments/Disinurnments	<u>0.00</u>	
TOTAL		13,275.00

WATER & SEWER

WATER

Water Taps & Water Meters	7,540.00	
Sale of Merchandise	0.00	
Miscellaneous-Scrap Metal	<u>0.00</u>	
TOTAL		7,540.00

WASTEWATER

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

GENERAL REVENUE

Building Permits	1,757.13	
Electric Permits	340.00	
Gas Permits	120.00	
Plumbing/Sewer Permits	220.00	
Sewer Tap Permits	1,080.00	
Public Hearing & Plat Recording	0.00	
Stormwater Review Fees	350.00	
Street Repair or Mowing	0.00	
Gas Franchise	16,671.64	
Sale of Merchandise	0.00	
Community Room	0.00	
Cable TV Franchise	0.00	
Copies	747.30	
Telephone Franchise Fees	7,442.87	
Fire Cost Recovery	0.00	
Court Fines	0.00	
Court Costs	0.00	
Fingerprint Fee	0.00	
Court Postage	0.00	
Court Warrant Fees	0.00	
Crime Victims Compensation	0.00	
Interest Earned	0.00	
Jail Expense Reimbursement	0.00	
Cell Tower Rental	1,058.00	
Health Insurance Reimbursement	145.72	
Street Repair or Scrap Metal	<u>0.00</u>	
TOTAL		29,932.66

INMATE SECURITY FUND

Inmate Security Court Costs	0.00	
TOTAL		0.00

PARK

Misc. Park Rentals	0.00	
Ballfield Rentals	250.00	
Pavilion Rentals	650.00	
TOTAL		900.00

TRUST & AGENCY

July 4th Receipts	2,550.00	
Farmers Market Fees	0.00	
TOTAL		2,550.00

PARK FOUNDATION

Donations	1,000.00	
Civic Center Donations	0.00	
TOTAL		1,000.00

RECREATIONAL DEVELOPMENT

Pool Concession Receipts	3,423.50	
Swimming Pool Gate Receipts	12,721.00	
Softball Entry Fees	0.00	
Softball Sponsor Fees	0.00	
Softball Tournament Fees	0.00	
Reimb./Donations/Special Events	0.00	
Baseball Concessions	0.00	
Baseball Entry Fees	0.00	
Baseball Sponsor Fees	0.00	
TOTAL		16,144.50

LANDFILL

Refuse Collections	470.00	
Recyclables	68.22	
E-Cycle TV/Monitor Fees	0.00	
Royalties	0.00	
TOTAL		538.22

RECREATIONAL SALES TAX FUND

Civic Center Rentals	5,398.25	
Civic Center Programs	4,200.00	
Civic Center Membership Fees	0.00	
Civic Center Entry Fees	627.00	
Civic Center Concessions	128.75	
TOTAL		10,354.00

HEALTH INSURANCE FUND

Health Insurance Reimbursement	1,177.00	
TOTAL		1,177.00

STORMWATER FUND

Stormwater Credit	0.00	
Stormwater Maintenance	1,129.26	
TOTAL		1,129.26

TRANSPORTATION SALES TAX

Rent - Donna Drive Extension	840.07	
TOTAL		840.07

REPORT TOTAL		\$102,465.79
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Water & Light Deposit Accounts

JUNE, 2023

Beginning Balance June 1, 2023:	\$287,885.05
TOTAL DEPOSITS	\$15,110.66
TOTAL REFUNDS	\$21,644.72
Ending Balance June 30, 2023:	\$281,350.99

Balance Consists of :

Checking Account for US Bank	\$71,350.99
Investments	\$210,000.00
	<hr style="width: 100%; border: 0.5px solid black;"/>
	\$281,350.99

CITY TREASURER'S REPORT FOR JUNE, 2023

Item 6.

FUND	FUND BALANCES 06-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 06-30-2023	INVESTMENTS	CASH BALANCE 06-30-2023
ELECTRIC FUND							
Operation & Maintenance	-	1,202,827.36	(42,449.75)	1,160,377.61	-	-	-
Electric Surplus	4,678,487.47	-	(2,543,253.31)	19,245.08	2,115,989.08	880,174.71	1,235,814.37
Electric Capital Projects Fund	3,569,457.44	-	1,000,000.00	230,890.90	4,338,566.54	4,300,000.00	38,566.54
General Revenue	621,181.44	49,486.67	4,313,499.99	902,906.79	4,081,261.31	4,045,000.00	36,261.31
Landfill Fund	544,816.11	64,241.40	(13,057.69)	54,561.62	541,438.20	445,000.00	96,438.20
City Park Fund	120,047.13	2,747.48	190,027.26	63,156.20	249,665.67	240,000.00	9,665.67
Public Park Foundation Fund	134,779.48	1,000.00	2,500.00	-	138,279.48	-	138,279.48
Cemetery Fund	965,116.63	14,412.58	(8,308.32)	23,279.88	947,941.01	899,000.00	48,941.01
Band Fund	-	1,137.58	-	1,137.58	-	-	-
Stormwater Maintenance Fund	287,685.30	1,129.26	-	-	288,814.56	266,000.00	22,814.56
ARPA Fund	2,786,942.21	-	-	77,662.92	2,709,279.29	2,700,000.00	9,279.29
Road Use Tax Fund	1,182,252.47	64,414.31	(249,166.66)	372,194.00	625,306.12	625,000.00	306.12
Sales Tax Fund	3,297,097.06	268,260.32	(2,030,000.00)	32,108.83	1,503,248.55	1,499,001.35	4,247.20
Fire Protection Sales Tax Fund	105,633.79	63,220.22	(165,521.01)	-	3,333.00	-	3,333.00
Recreation Sales Tax	334,886.05	73,569.82	(301,787.55)	69,106.07	37,562.25	-	37,562.25
Public Safety Sales Tax	205,433.07	126,432.44	(330,865.51)	-	1,000.00	-	1,000.00
Trust and Agency Fund	1,058,786.27	5,548.38	44,262.18	22,482.67	1,086,114.16	1,080,000.00	6,114.16
Recreational Development	71,763.55	16,144.50	95,500.00	86,010.01	97,398.04	-	97,398.04
Transportation Sales Tax	1,306,599.82	139,280.58	(700,000.00)	367,020.99	378,859.41	375,000.00	3,859.41
I-55 Corridor Special Alloc.	1,262.55	-	-	-	1,262.55	-	1,262.55
Capital Projects Construction	1,550,000.00	432.61	500,000.00	25,443.00	2,024,989.61	2,000,000.00	24,989.61
Economic Development Reserve	1,000,000.00	-	-	-	1,000,000.00	500,000.00	500,000.00
CDBG Grant Fund	-	-	-	-	-	-	-
Health Insurance Fund	780,703.18	18,317.04	272,214.82	130,056.04	941,179.00	-	941,179.00
Inmate Security Fund	16,001.12	50.00	-	-	16,051.12	-	16,051.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07	-	3,617.07
WATER & SEWER FUND							
Water Operation & Maint.	-	289,942.98	(128,127.43)	161,815.55	-	-	-
Water Replacement	735,480.00	-	-	-	735,480.00	715,000.00	20,480.00
Water & Sewer Revenue Bond	788,403.09	-	-	596,301.51	192,101.58	175,000.00	17,101.58
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	9,254,874.62	-	172,682.53	107,389.71	9,320,167.44	8,785,541.74	534,625.70
Wastewater Operation & Maint.	-	220,267.20	(78,149.55)	142,117.65	-	-	-
Wastewater Replacement	1,077,658.74	-	-	-	1,077,658.74	1,055,567.12	22,091.62
W & S Construction Fund	4,332,000.99	-	-	8,092.00	4,323,908.99	200,000.00	4,123,908.99
TOTALS	40,920,966.65	2,622,862.73	-	4,653,356.61	38,890,472.77	30,895,284.92	7,995,187.85

Respectfully Submitted,

Cash on Hand	1,675.00
General Account	6,243,486.08
Collectors Account	1,746,409.70
Equitable Sharing Fund	3,617.07

Liza Walker, City Clerk/Treasurer (signed)

TOTAL	7,995,187.85
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**CITY OF JACKSON, MISSOURI - SEMI-ANNUAL FINANCIAL STATEMENT
FOR THE PERIOD OF JANUARY 1, 2023, TO JUNE 30, 2023**

	FUND BALANCES 01-01-2023	RECEIPTS	TRANSFER OF FUNDS	DISBURSEMENTS	FUND BALANCES 06-30-2023
ELECTRIC FUND					
Operation & Maintenance	-	7,657,065.58	(964,966.93)	6,692,098.65	-
Electric Reserve Fund	-	-	-	-	-
Electric Surplus Fund	4,939,008.74	60,508.16	(2,730,356.82)	153,171.00	2,115,989.08
Capital Projects Fund	7,229,721.39	2,366.00	1,000,000.00	3,893,520.85	4,338,566.54
General Revenue	2,063,487.92	1,885,382.65	4,414,928.90	4,282,538.16	4,081,261.31
Landfill Fund	456,885.15	402,389.72	(46,669.83)	271,166.84	541,438.20
City Park Fund	178,535.49	169,714.09	158,014.22	256,598.13	249,665.67
Public Park Foundation Fund	117,819.77	24,572.71	5,000.00	9,113.00	138,279.48
Cemetery Fund	929,067.59	153,281.37	(34,426.67)	99,981.28	947,941.01
Band Fund	-	100,638.42	(3,094.00)	97,544.42	-
Stormwater Fund	282,540.34	6,274.22	-	-	288,814.56
ARPA Fund	2,880,846.36	1,206.65	261.63	173,035.35	2,709,279.29
Road Use Fund	963,117.18	379,801.50	(344,999.96)	372,612.60	625,306.12
Sales Tax Fund	4,045,496.80	1,438,229.68	(3,580,000.00)	400,477.93	1,503,248.55
Fire Protection Sales Tax Fund	3,333.00	333,631.66	(333,631.66)	-	3,333.00
Recreation Sales Tax Fund	218,545.73	405,865.94	(369,132.37)	217,717.05	37,562.25
Public Safety Sales Tax	1,000.00	667,073.89	(667,073.89)	-	1,000.00
Trust and Agency Fund	1,004,568.03	95,072.21	121,216.57	134,742.65	1,086,114.16
Recreational Development	36,500.71	92,747.50	156,000.00	187,850.17	97,398.04
Transportation Sales Tax	1,441,768.26	695,208.50	(699,500.00)	1,058,617.35	378,859.41
I-55 Corridor Special Allocation	697.20	565.35	-	-	1,262.55
Capital Projects Construction Fund	-	432.61	2,050,000.00	25,443.00	2,024,989.61
Economic Development Reserve Fund	-	-	1,000,000.00	-	1,000,000.00
CDBG Grant Fund	-	-	-	-	-
Health Insurance Fund	642,656.08	89,782.51	994,985.97	786,245.56	941,179.00
Inmate Security Fund	15,481.62	569.50	-	-	16,051.12
Equitable Sharing Fund	3,617.07	-	-	-	3,617.07
WATER & SEWER FUND					
Water Operation & Maintenance	-	1,614,393.83	(992,087.93)	622,305.90	-
Water Replacement	722,146.47	-	21,060.50	7,726.97	735,480.00
Water & Sewer Revenue Bond	28,810.26	-	773,624.78	610,333.46	192,101.58
Water & Sewer Deprec. Reserve	30,000.00	-	-	-	30,000.00
Water & Sewer Bond Reserve	50,000.00	-	-	-	50,000.00
Water & Sewer Contingent	30,000.00	-	-	-	30,000.00
Water & Sewer Surplus	9,842,335.53	17,070.06	820,353.78	1,359,591.93	9,320,167.44
Wastewater Operation & Maint.	-	1,262,959.58	(752,506.29)	510,453.29	-
Wastewater Replacement Acct.	1,094,368.74	-	-	16,710.00	1,077,658.74
Water & Sewer Construction	922,844.39	3,500,000.00	3,000.00	101,935.40	4,323,908.99
	40,175,199.82	21,056,803.89	-	22,341,530.94	38,890,472.77
<u>OUTSTANDING INDEBTEDNESS:</u>					
Waterworks & Sewerage-2016	2,185,000.00		Cash on Hand		1,675.00
Lease/Purchase Series 2015	300,000.00		General Account		37,138,771.00
Waterworks & Sewerage-COPS 2013	685,000.00		Collector's Account		1,746,409.70
Waterworks & Sewerage-2019	2,720,000.00		Equitable Sharing Fund		3,617.07
	5,890,000.00				
			TOTAL		38,890,472.77

I, Liza Walker, City Clerk and Treasurer of the City of Jackson, Missouri, do hereby certify that the above statement of receipts and disbursements of the various funds of the said City of Jackson, Missouri, for the six month period ending June 30, 2023, and the financial conditions thereof on said date are true and correct as shown by the records of said City.

IN WITNESS THEREOF, I have unto set my hand affixed the seal of the City of Jackson, Missouri, this 11th day of July, 2023. Respectfully submitted, Liza Walker (signed) City Clerk/Treasurer



Office of the Cape Girardeau County Clerk

Kara Clark Summers

1 Barton Square, Suite 301

Jackson, MO 63755

Phone # 573-243-3547 Fax # 573-204-2418

Notice of 2023 Aggregate Assessed Valuation

As required by Section 137.245.3, RSMo, I, Kara Clark Summers, County Clerk of Cape Girardeau County, State of Missouri, do hereby certify the foregoing to be a true and correct Aggregate Assessed Valuation of said Political Subdivision, in said County, for the 2023 Tax Year as certified by the County Assessor.

The figures include Railroad and Utility Valuations as reported by the State Tax Commission.

<u>City of Jackson</u>			
REAL ESTATE :	JUNE	After B O E	T I F
Assessor's List			
Agriculture	325,320	0	11,870
Residential	163,924,140	0	121,430
Commercial	57,843,470	0	0
Sub-total	222,092,930	0	133,300
RR/Utility			
(Local)			
Operating Property	31,558	0	
Non-operating	0	0	
(State) Commercial	803,364	0	
GRAND TOTAL Real Estate	222,927,852	0	
PERSONAL PROPERTY:			
Assessor's List	69,022,560	0	
RR/Utility (Local)	42,517	0	
(State)	215,555	0	
GRAND TOTAL Personal Property	69,280,632	0	
ASSESSED VALUATION TOTAL	292,208,484	0	
ASSESSED VALUATION MINUS TIF	292,075,184		

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Commission of Cape Girardeau County this 7th day of July 2023.

Kara Clark Summers

Kara Clark Summers, County Clerk

NEW CONSTRUCTION:

1,559,120

ANNEXED TERRITORY:

14,410

This information is transmitted to assist you in complying with section 67.110, RSMO, which requires that notice be given and public hearings held before tax rates are set.

Document prepared by Asa Gray, Deputy Clerk

MEMO



To: Mayor and Board of Aldermen
From: Don Schuette
Date: Wednesday, July 12, 2023
Re: Change Order #1 I-55 Substation PLC

Mayor and Board of Aldermen,

Please see the attached Change Order #1 for the I-55 Substation Project T&D.

The attached change order is for additional time from the original contract completion dates. The construction portion of the project is approximately 50% complete. The additional time requested is due to materials delays. As we are all becoming deeply aware, some materials are unbelievably difficult to obtain in a timely manner. No project cost increase is requested for this change order, just a time extension.

The contractor, Power Line Consultants LLC, has been very responsive and very diligent in their efforts to complete this portion of the project as quickly as possible. I recommend the requested extension be granted and approved.

Thank you for your consideration regarding this request, please let me know if you have additional questions or concerns.

Best regards,

Don Schuette

Director of Electric Utilities

033122

81862

CHANGE ORDER No. 1Project: **I-55 Transmission Distribution**Date of Issuance: **06/28/2023**Owner: **City of Jackson**Address: **101 Court Street, Jackson, MO 63755**Contractor: **Power Line Consultants, LLC**

Owner's Project No.: _____

Engineer/Architect: **Allen & Hoshall, Inc.**Engineer/Architect's Project No.: **81862**

You are directed to make the following changes in the Contract Documents.

Description: Extension of contract time

Purpose of Change Order: Extension of contract time to allow for delays in material


Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Base Contract Price	\$ _____	Original Contract Time	_____
Authorized Amendments	\$ _____		_____
Original Contract Price	\$ _____		_____
			_____ days or date
Net Change from previous Change Orders No. _____ thru No. _____		Net Change from previous Change Orders No. _____ thru No. _____	
\$ _____		_____	_____
			_____ days
Original Contract Price prior to this Change Order		Contract Time Prior to this Change Order	
\$ _____		_____	_____
			_____ days or date
Net Increase (Decrease) of this Change Order		Net Increase (Decrease) of this Change Order	
\$ _____		_____	_____
			_____ days
Contract Price with all approved Change Orders		Contract Time with all approved Change Orders	
Original Contract Price \$ _____			
Total Change Orders \$ _____			
Current Contract Price \$ _____		_____	_____
			_____ days or date

RECOMMENDED:

APPROVED:

APPROVED:

By: 

By: _____

By: Allen & Hoshall, Inc.
Engineer/ArchitectCity of Jackson
OwnerPower Line Consultants, LLC
ContractorDate: **07/06/23**

Date: _____

Date: **7-5-2023**

End of Document

MEMO



To: Mayor and Board of Aldermen
From: Don Schuette
Date: Wednesday, July 12, 2023
Re: Change Order #1 I-55 Substation Power Grid

Mayor and Board of Aldermen,

Please see the attached Change Order #1 for the I-55 Substation Project.

The attached change order is for additional time from the original contract completion dates. The construction portion of the project is approximately 85% complete. The additional time requested is due to materials delays. As we are all becoming deeply aware, some materials are unbelievably difficult to obtain in a timely manner. No project cost increase is requested for this change order, just a time extension.

The contractor, Power Grid , has been very responsive and very diligent in their efforts to complete this portion of the project as quickly as possible. I recommend the requested extension be granted and approved.

Thank you for your consideration regarding this request, please let me know if you have additional questions or concerns.

Best regards,

Don Schuette

Director of Electric Utilities

033122

81862

CHANGE ORDER No. 1Project: **I-55 Electrical Substation**Date of Issuance: 06/28/2023Owner: **City of Jackson**Address: **101 Court Street, Jackson, MO 63755**Contractor: **Power Grid Company**

Owner's Project No.: _____

Engineer/Architect: **Allen & Hoshall, Inc.**Engineer/Architect's Project No.: **81862**

You are directed to make the following changes in the Contract Documents.

Description: **Extension of contract time**Purpose of Change Order: **Extension of contract time to allow for delays in material**

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Base Contract Price \$ _____	Original Contract Time _____
Authorized Amendments \$ _____	_____ 371 days _____
Original Contract Price \$ _____	days or date
Net Change from previous Change Orders No. _____ thru No. _____	Net Change from previous Change Orders No. _____ thru No. _____
\$ _____	_____ 0 days _____
	days
Original Contract Price prior to this Change Order \$ _____	Contract Time Prior to this Change Order _____ 371 days _____
	days or date
Net Increase (Decrease) of this Change Order \$ _____	Net Increase (Decrease) of this Change Order _____ 152 days _____
	days
Contract Price with all approved Change Orders Original Contract Price \$ _____	Contract Time with all approved Change Orders _____ 525 days _____
Total Change Orders \$ _____	days or date
Current Contract Price \$ _____	

RECOMMENDED:

APPROVED:

APPROVED:

By: Allen & Hoshall, Inc.

By: _____

By: Power Grid CompanyAllen & Hoshall, Inc.
Engineer/ArchitectCity of Jackson
OwnerPower Grid Company
ContractorDate: 07/06/23

Date: _____

Date: 7-5-2025

End of Document



MEMO

To: Mayor and Board of Aldermen
From: Don Schuette
Date: Tuesday, July 11, 2023
Re: 1500KVA Pad Mount Transformer

Mayor and Board of Aldermen,

Bids were solicited for a 1500 KVA Pad Mounted Transformer for inventory.

Two bids were received and accepted for consideration:

Technology International, Lake Mary, FL, \$95,700.00 16-18 months delivery

Sunbelt Solomon, Solomon, KS \$58,865.00 41-42 weeks delivery

After consideration of the submitted bids, I would recommend Sunbelt Solomon be awarded the above referenced transformer.

If you have further questions or concerns please let me know.

Thank you,

Don Schuette

Director of Electric Utilities

LOG OF BIDS RECEIVED

PROJECT TITLE: ELECTRIC DISTRIBUTION TRANSFORMER

PROJECT MANAGER: DON SCHUETTE

BID DUE DATE: MONDAY, JUNE 26, 2023, at 10:30 A.M.

41-42 weeks

COMPANY NAME:

- | | | | |
|-----|--------------------------------|----------|--------------|
| 1. | Sunbelt Edison | \$58,865 | |
| 2. | Technology International, Inc. | \$95,700 | 16-18 months |
| 3. | | | |
| 4. | | | |
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| 17. | | | |
| 18. | | | |

Don Schuette
 J. S. Schuette

6.26.23

**CITY OF JACKSON, MISSOURI
ELECTRIC DISTRIBUTION TRANSFORMER
BID SHEET**

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

Sunbelt Solomon proposes to furnish and deliver one (1) Electric Distribution Transformer as provided for and in accordance with the specifications and proposal documents for the following prices:

LUMP SUM BID:

\$ N/A proposed amount for one (1) newly manufactured transformer

OR, IN THE ALTERNATIVE

\$ 58,865 proposed amount for one (1) re-manufactured transformer

Estimated Delivery 41-42 Weeks

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

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

(X) company is qualified to perform the services as included.

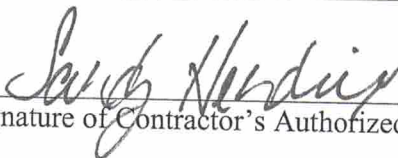
Submitted on June 21, 2023.

Name of company: Sunbelt Solomon

Business address: 103 W Main Solomon, KS 67480

Phone number: 800-830-0251

Fax number: 785-655-2502


Signature of Contractor's Authorized Representative

Sandy Hendrix
Printed Name of Contractor's Authorized Representative



Don Schuette
Jackson Municipal Utilities
dschuette@jacksonmo.org

Sandy Hendrix
Inside Sales
sandy.hendrix@sunbeltsolomon.com | +1 7855455225

PRODUCT

Three Phase Pad Mount 1500 KVA

KVA: 1500 @ 65°C | 60Hz | Impedance: Standard
HV: 12470GrdY/7200 (KV BIL) | Loop Feed | LV: 480Y/277 (30 KV BIL)
Primary Taps: 2-2.5% FCAN & BN

QTY

1

EACH

\$58,865

Dead Front Wells & 15 KV Inserts Primary Bushings
8-Hole Spade Secondary Bushings w/ Support
Bayonet Fusing - Dual Sensing
Liquid Temperature Gauge
(2) Nameplates
KVA, NON-PCB, Danger, Warning, HV (inside), LV Stickers
Low Profile Design
Drain Valve + Sampler
Standard ANSI Green Paint
Non-PCB Mineral Oil

Standard Exceptions:

Transformers will be built to applicable ANSI Standards
No Guaranteed Losses or agreement to any loss penalty
No guarantee to meet DOE efficiency requirements
No guarantee to meet all aspects of core and tank construction. We are offering a remanufactured alternative previously built by another OEM.
Exception to Danger/Warning labels. To be provided by others.
Testing not available. (Impulse, Temperature Rise, Sound Level and Partial Discharge).

All REMAN Units are Completely Reconditioned to Nameplate Specifications

Destination: Missouri | **FOB:** Origin | **Shipping & Handling:** Prepaid & Allowed
Shipment: 41-42 Weeks ARO | **Warranty:** 3 Years | **Terms:** Net 30 with approved credit.

Offer to sell valid for 30 days. Price is subject to re-evaluation after 15 days. Units subject to availability.

Please note any changes to the specifications on this quotation form and reference the quotation number on your Purchase Order. Sunbelt Solomon ("Supplier") will use your Purchase Order to proceed with manufacturing when terms and conditions are finalized. Please note that changes made after the manufacturing process begins may result in additional charges and potential delays in production. Production of units that are contingent on the approval/receipt of drawings will begin the manufacturing process after the final sign off on the specified drawings by the customer. Please contact your sales representative for the estimated drawing lead time associated with this quote.

All sales, rental and services are subject to Supplier's Terms and Conditions for Sales and Rentals of Equipment and/or Services ("Terms and Conditions") unless otherwise mutually agreed in writing by officer of Supplier as evidenced by such officer's signature. Acceptance of a Buyer purchase order by Supplier does not constitute acceptance of Buyer terms and conditions. As orders are time sensitive and it is cost prohibitive to review and negotiate terms and conditions between parties, Supplier Terms and Conditions apply to quotes/orders: 1) with a value before tax of \$25,000 or less, 2) emergency services or services completed before issuance of a purchase order, and 3) rush orders for sales and rental that are to ship within three (3) days regardless of submission of terms and conditions by Buyer. If the Quotation is for Company to perform evaluation services on Customer-owned equipment (e.g. for Company to determine how/if the piece of equipment failed and/or whether it



can be repaired), then the provisions of terms and conditions will apply which include (among other provisions) risk of loss remaining with Customer and Company only being liable for damage to this equipment to the extent of its gross negligence or willful misconduct. In no event does Supplier accept consequential damages or agree to Prime/Owner contract terms and conditions.

Price does not include tax. If applicable, tax will be added to the invoice. If order is tax exempt, please provide a copy of your exemption certificate. Unit(s) quoted are for normal service conditions as defined by ANSI/IEEE Standards. Notify Supplier at time of quotation should the unit(s) be subject to harmonics, motor starting, shovel duty, or other special service conventions.

Schedules

All Delivery dates are estimates and under no circumstances does Company guarantee date of delivery. Company shall not be responsible or liable for any damage or loss which occurs during transportation and/or shipment of the Equipment. Company is not liable or responsible for any costs of Customer caused by any delays in transportation or delivery.

Company reserves the right to manufacture and ship any items in advance of the acknowledged shipping schedule, unless expressly forbidden by the Customer at the time of the order entry.

Cancellation or Revision of Order

Any Purchase Order may be cancelled or revised by Customer only upon written approval by an authorized representative of the Company, and at the Company's sole discretion. Should Company approve cancellation or revision of a Purchase Order, Customer shall pay the cancellation or revision charges specified in said approval. Cancellation or revision charges will include expenses previously incurred, commitments made pursuant to or in reliance upon such Purchase Order, whether or not such commitments are legally binding on Company, and any other factors considered relevant by Company. In the event that Company does not approve cancellation or revision, Customer shall remain liable to Company for the full price of the Equipment, Rental and/or Services ordered.

Cancellation charges are calculated for each unit cancelled per its individual status.

Standard Cancellation Charges:

Cancellation Charges:	% of Selling Price
Before Engineering Review / Scheduling	20
Before Production Begins	65
After Production Begins	100

Company reserves the right to re-quote both price and lead time for any request to revise an order. If it is determined that a revision will incur an additional revision charge, charges are calculated for each unit revised per its individual status.

Standard Revision Charges:

Revision Charges:	% of Selling Price
Before Engineering Review / Scheduling	0
Before Production Begins	35
After Production Begins	100

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 *SUNBELT SOLOMON SERVICE, LLC, OF TEMPLE, TEXAS*, RELATIVE TO THE PURCHASE OF AN *ELECTRIC DISTRIBUTION TRANSFORMER*; 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 **Sunbelt Solomon Service, LLC, of Temple, Texas**. 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: July 17, 2023.

SECOND READING: July 17, 2023.

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

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

EXHIBIT

A

CONTRACT AGREEMENT

THIS CONTRACT (the “**Contract**”) is entered into this _____ day of July, 2023, by and between the **CITY OF JACKSON, MISSOURI**, a municipal corporation, hereinafter referred to as “**City**”, and **Sunbelt Solomon Service, LLC**, hereinafter referred to as “**Contractor**,” in connection with furnishing and delivering one (1) electrical distribution transformer.

WHEREAS, the City has selected the aforesaid Contractor and by Ordinance No. _____ has awarded the Contractor the Contract for the amount named in the Bid Sheet from the Contractor dated June 21, 2023, a copy of which is attached hereto and made a part hereof as Exhibit 1.

NOW, THEREFORE, the parties agree as follows:

- A. The Contract Documents for the Project include the Notice to Bid and Bid Specifications Documents all of which are attached hereto and made a part hereof as Exhibit 2. 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 furnish and deliver one (1) electrical distribution transformer in compliance with the Contract Documents.
- C. The Work shall be commenced and completed according to the Contract Documents, subject to such extensions and modifications as are made pursuant to the Contract Documents.
- D. 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

\$58,865.00

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

Sunbelt Solomon Service, LLC:

Sandy Hendrix
Signature of Authorized Representative

Sandy Hendrix
Printed Name of Authorized Representative

Inside Sales
Title

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 THE *MISSOURI DEPARTMENT OF NATURAL RESOURCES*, RELATIVE TO THE *LATE FILING OF A PERMIT APPLICATION*; 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 **Missouri Department of Natural Resources**. 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: July 17, 2023.

SECOND READING: July 17, 2023.

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

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

BEFORE THE MISSOURI DEPARTMENT OF NATURAL RESOURCES

In the Matter of:

JACKSON MUNICIPAL UTILITIES

No. APCP-2022-046

Proceeding Under the
Missouri Air Conservation Law

ADMINISTRATIVE ORDER ON CONSENT

NOTICE TO THE RESPONDENT

The issuance of this Administrative Order on Consent No. APCP-2022-046 by the Missouri Department of Natural Resources (Department) is a formal administrative action by the State of Missouri and is being issued because Jackson Municipal Utilities (Respondent) is in violation of Missouri Air Conservation Law, Chapter 643, of the Revised Statutes of Missouri (RSMo), and its implementing regulations. This Order is issued under Sections 643.060(4), 643.080, and 643.085, RSMo. Failure to comply with this Order is, by itself, a violation of the Missouri Air Conservation Law under Section 643.151.3, RSMo.

FINDINGS OF FACT

1. Jackson Municipal Utilities is an electric generating plant owned and operated by the City of Jackson, Missouri. The facility includes several fuel oil storage tanks, diesel engines, one natural gas fired engine and space heaters. The facility is a synthetic minor source of NOx emissions and an area source of HAP emissions.

2. The facility is owned by the City of Jackson, Cape Girardeau County, Missouri.
3. A Referral Notice of Violation was issued on August 9, 2022, to document the late submittal of Respondent's permit application renewal. Respondent turned in their permit application to the Department on June 6, 2022, less than six months prior to the permit expiration on June 13, 2022.
4. Respondent's Intermediate Operating Permit requires a renewal permit application to be submitted at least six (6) months prior to the date of expiration. 10 CSR 10-6.065 states: "An installation's right to operate shall terminate upon the expiration of the permit, unless a complete permit renewal application is submitted at least six (6) months before the date of expiration...." Respondent operated with an expired permit from June 13, 2022, through January 4, 2023.
5. On August 9, 2022, the Department issued Referral Notice of Violation (RNOV) No. AP22018 to the Respondent to document the violation identified.
6. The Air Pollution Control Program issued the new Intermediate Operating Permit No. OP012023-001 on January 4, 2023.

STATEMENT OF VIOLATIONS

The Department finds that the following violations of the Missouri Air Conservation Law, Chapter 643, RSMo, and its implementing regulations have occurred, thereby subjecting the Respondent to penalties as described in Sections 643.151 and 643.085, RSMo:

7. On June 6, 2022, as identified in Paragraphs 3 & 4 above, the Respondent submitted an intermediate permit renewal application, less than six months prior to the

June 13, 2022, expiration, in violation of 10 CSR 10-6.065 "Operating Permits."
Respondent operated with an expired Operating Permit from June 13, 2022, through
January 4, 2023.

AGREEMENT

8. The Department and the Respondent desire amicably to resolve all claims that the Department might bring against the Respondent for the violation of the Missouri Air Conservation Law and regulations described above and within RNOV No. AP22018. The Department and the Respondent agree that this Order resolves only the specific violations described herein, that this Order shall not be construed as a waiver or a modification of any requirements of the Missouri Air Conservation Law and regulations or any other source of law, and that this Order does not resolve any claims based on any failure by the Respondent to meet the requirements of this Order, or claims for past, present, or future violations of any statutes or regulations other than those specifically referenced herein.

9. The provisions of this Order apply to and bind the parties executing this Order, their agents, subsidiaries, successors, assigns, affiliates, and lessees, including the officers, agents, servants, corporations and any persons acting under, through, or for the parties agreeing hereto. Any changes in ownership or corporate status, including but not limited to any transfer of assets or real or personal property, do not affect the responsibilities of the Respondent under this Order. If the Respondent sells or otherwise transfers its business or the real estate that is the situs of the violation referenced in this Order, then the Respondent shall cause as a condition of such sale or transfer, that the buyer will assume the obligations of the Respondent under this Order in writing. In such

event, the Respondent shall provide thirty (30) days prior written notice of such assumption to the Department.

10. The Respondent agrees to comply with the Missouri Air Conservation Law and regulations and, in particular, to refrain from further violations of 10 CSR 10-6.065, for all future operations.

PENALTY

11. To resolve the violation listed in Paragraph 7 above, the Respondent agrees to a penalty in the amount of \$3,750, of which shall be paid by **certified check** made payable to the "Cape Girardeau County Treasurer, as trustee for the Cape Girardeau County School Fund." The penalty is reduced to \$3,000 (80% of the assessed penalty) based on payment received within 30 days of the date the Order is sent to the Respondent and the expectation of the Respondent's full participation in the conference, conciliation, and persuasion process. The penalty shall be paid by **certified check**. The Respondent shall mail such payment along with the signed Order to:

Accounting Program
Missouri Department of Natural Resources
P.O. Box 477
Jefferson City, MO 65102-0477

OTHER PROVISIONS

12. This Order resolves the claims of the Department for the specific violations and concerns stated herein through the effective date of this Order.

13. The Department reserves all legal and equitable remedies available to enforce the provisions of this Order, except as stated in the previous paragraph. This Order shall not be construed to limit the rights of the Department to obtain penalties or injunctive relief under the Clean Air Act, the Missouri Air Conservation Law or the

implementing regulations, or under other federal or state laws, regulations, or permit conditions, except as expressly specified in the previous paragraph. The Department further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare of the environment arising at, or posed by the Respondent, whether related to the violations addressed in this Order or otherwise.

14. By signing this Order, all signatories assert that they have read and understand the terms of this Order, that they had the opportunity to consult with counsel, and that they have the authority to sign this Order on behalf of their respective parties.

15. This Order shall be construed and enforced according to the laws of the State of Missouri, and the terms stated herein shall constitute the entire and exclusive agreement of the parties hereto with respect to the matters addressed herein. This Order may not be modified orally.

16. If any provision of this Order is found to be unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

17. Penalty payments under this Order, including any stipulated penalties, are penalties within the meaning of Section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), and 26 C.F.R. § 1.162-21(a)(3)(i). For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2)(iii)(A), certain costs incurred by performance of this Order may qualify as restitution, remediation, or costs

required to come into compliance with the law. JACKSON MUNICIPAL UTILITIES is solely responsible for providing to the Department complete, accurate, and necessary information by the close of any applicable tax year to complete a Form 1098-F. Further, the Department shall not be responsible for any incomplete or inaccurate information nor the results of any tax audit. No portion of any penalties paid pursuant to this Order may be used to reduce any federal or state tax obligations, except as authorized by the Internal Revenue Service.

18. Nothing in this Order excuses the Respondent for any future non-compliance with the laws of the State of Missouri, and the Department expressly reserves the right to address future noncompliance in any manner authorized by law.

19. This Order will become final, effective, and fully enforceable upon the date the Department signs it. The Department shall send a fully executed copy of this Order to the Respondent for their records.

CORRESPONDENCE AND DOCUMENTATION

Correspondence or documentation with regard to this Order shall be directed to the following persons, subject to change upon written notification from either party:

For the Department:

Heather Lehman
Compliance and Enforcement Section
Air Pollution Control Program
Missouri Department of Natural Resources
P.O. Box 176
Jefferson City, MO 65102-0176

For the Respondent:

Chuck Reed
Electric Operations Manager
Jackson Municipal Utilities
101 Court Street
Jackson, MO 63755

RIGHT OF APPEAL

By signing this Order, the Respondent waives any right to appeal, seek judicial review, or otherwise challenge this Order pursuant to Sections 643.130, 643.085, or 621.250, RSMo, Chapters 536, 643, or 640, RSMo, 10 CSR 10-1.030, or any other source of law.

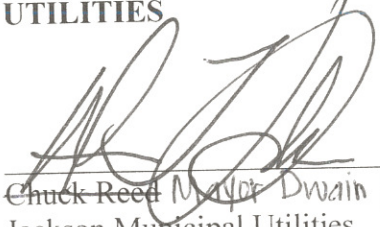
AGREED TO AND ORDERED:

**MISSOURI DEPARTMENT OF
NATURAL RESOURCES**

Stephen M. Hall, Director
Air Pollution Control Program

Date: _____

**JACKSON MUNICIPAL
UTILITIES**



~~Chuck Reed~~ Mayor Dwight L. Hahn
Jackson Municipal Utilities

Date: 01/06/2023

BILL NO. 23-__

ORDINANCE NO. 23-__

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 *UPTOWN JACKSON REVITALIZATION ORGANIZATION*, RELATIVE TO *AMERICAN RESCUE PLAN ACT FUNDS*; 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 an 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 **Uptown Jackson Revitalization Organization**. 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: July 17, 2023.

SECOND READING: July 17, 2023.

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

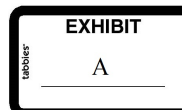
CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of July, 2023, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as the “**City**,” and the ***Uptown Jackson Revitalization Organization Inc., a Missouri Non-profit Corporation***, hereinafter referred to as the “**UJRO**,”

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 UJRO to obtain its assistance for increasing tourism to the City thereby enlarging revenue for local businesses that have suffered negative economic impacts as a result of the COVID-19 public health emergency; and

WHEREAS, the UJRO was formed in 2013 and one of its stated purposes is stimulate uptown revitalization through commercial opportunities; and

WHEREAS, local businesses experienced reduced customer traffic and revenue loss from March of 2020 to June 2021 due to the Covid-19 pandemic; and

WHEREAS, a focus on tourism will result in an increase of visitors to the City thereby stimulating economic growth for local businesses; and

WHEREAS, the UJRO is uniquely positioned to provide expertise and personnel to focus on tourism for the purpose of increasing economic growth for local businesses in uptown.

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 UJRO up to Two Hundred Thousand Dollars (\$200,000.00) from the City's allocation of ARPA Funds.

2. The UJRO 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 UJRO agrees to use the ARPA funds for increasing tourism to the City thereby stimulating economic growth for local businesses by the following means:

- a) Participation in the rehabilitation of the water fountain to return it to original form so that the water fountain is once again a beautiful uptown landmark; and
- b) Oversee the purchase and installation of wayfaring directional signs for uptown; and
- c) Oversee the purchase and installation of infrastructure necessary for making available wi-fi to all of uptown.

4. The UJRO 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

**UPTOWN JACKSON REVITALIZATION
ORGANIZATION, INC.:**

Hunter A. Williams, President

BILL NO. 23-__

ORDINANCE NO. 23-__

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 CHAMBER OF COMMERCE*, RELATIVE TO *AMERICAN RESCUE PLAN ACT FUNDS*; 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 an 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 **Jackson Chamber of Commerce**. 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: July 17, 2023.

SECOND READING: July 17, 2023.

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

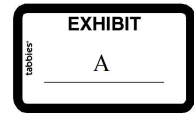
CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this 12th day of July, 2023, by and between the ***CITY OF JACKSON, MISSOURI, a municipal corporation***, hereinafter referred to as the “**City**,” and the ***Jackson Chamber of Commerce, a Missouri Non-profit Corporation***, hereinafter referred to as the “**Chamber**,” **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 Chamber to obtain its assistance for increasing tourism to the City thereby enlarging revenue for local businesses that have suffered negative economic impacts as a result of the COVID-19 public health emergency; and

WHEREAS, the Chamber was formed in 1922 and one of its stated purposes is promoting the advancement of commercial interests in the City; and

WHEREAS, local businesses experienced reduced customer traffic and revenue loss from March of 2020 to June 2021 due to the Covid-19 pandemic; and

WHEREAS, a focus on tourism will result in an increase of visitors to the City thereby stimulating economic growth for local businesses; and

WHEREAS, the Chamber is uniquely positioned to provide expertise and personnel to focus on tourism for the purpose of increasing economic growth for local businesses.

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 Chamber up to Two Hundred Thousand Dollars (\$200,000.00) from the City's allocation of ARPA Funds.
2. The Chamber 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 Chamber agrees to use the ARPA funds for increasing tourism to the City thereby stimulating economic growth for local businesses by the following means:
 - a) The purchase and installation of a digital message sign that will be located on Chamber property with visibility for people traveling on E. Jackson Boulevard the purpose of which will include advertising upcoming special events occurring within the City;
 - b) The creation and maintenance of a website the purpose of which will include advertising upcoming special events occurring within the City and providing interested parties a means to obtain additional information about the events; and
 - c) The creation of marketing literature to advertise upcoming special events occurring in the City.

4. The Chamber 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:

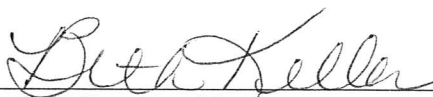
CITY OF JACKSON, MISSOURI

Dwain Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

Jackson Chamber of Commerce:



Beth Keller, President

*Deed of Dedication – Water Line Easement
Water System Facility Plan Implementation Project – Phase 2, Project 2E*

BILL NO. 23-__

ORDINANCE NO. 23-__

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

WHEREAS, the **Jackson Chamber of Commerce**, of the County of Cape Girardeau, State of Missouri, deeded to the City of Jackson, Missouri, the property described in the Water Line Easement Deed, attached hereto.

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

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

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

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

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

FIRST READING: July 17, 2023.

SECOND READING: July 17, 2023.

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

CITY OF JACKSON, MISSOURI

(SEAL)

BY: _____
Mayor

ATTEST:

City Clerk

TITLE OF DOCUMENT:	WATER LINE EASEMENT DEED
DATE OF DOCUMENT:	JULY 12, 2023
GRANTOR:	JACKSON CHAMBER OF COMMERCE
GRANTORS MAILING ADDRESS:	1846 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755
GRANTORS DEED RECORDING:	DOCUMENT #2021-12570
GRANTEE:	CITY OF JACKSON, MISSOURI 101 COURT STREET JACKSON, MISSOURI 63755
PROPERTY ADDRESS:	1846 EAST JACKSON BOULEVARD JACKSON, MISSOURI 63755
LEGAL DESCRIPTION OF EASEMENT:	SEE PAGES 2, 3, & 4 OF DEED

WATER LINE EASEMENT DEED

THIS DEED, made and entered into this 12th day of July, 2023, by and between **JACKSON CHAMBER OF COMMERCE, a Missouri Nonprofit Corporation**, 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 Grantor, for and in consideration of the sum of One Dollar and Other Good and Valuable Consideration, paid by the said Grantee, the receipt of which is hereby acknowledged, do by these presents **GRANT** unto the said Grantee, **AN EASEMENT** for the following purposes:

To construct, maintain, repair, replace, and operate a water line and necessary appurtenances thereto, over, upon, across, under, in and through the following described real estate situated in the City of Jackson, County of Cape Girardeau, and State of Missouri, to-wit:

Permanent Easement:

THAT PART OF LOT 11 OF KIMBELAND SUBDIVISION, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 9, PAGE 9 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 1.32 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 37°47'54" WEST 41.08 FEET; THENCE NORTH 59°00'19" WEST 71.36 FEET; THENCE SOUTH 30°59'41" WEST 14.86 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 10.00 FEET; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 30°59'41" EAST 14.86 FEET; THENCE NORTH 59°00'19" WEST 10.33 FEET TO A POINT ON THE WEST LINE OF SAID LOT 11, ALSO BEING THE EAST RIGHT OF WAY LINE OF KIMBEL LANE; THENCE NORTH 07°04'26" EAST ALONG SAID LINE, 10.94 FEET; THENCE LEAVING SAID LINE, SOUTH 59°00'19" EAST 97.99 FEET; THENCE SOUTH 37°47'54" EAST 38.32 FEET; THENCE SOUTH 59°00'19" EAST 2.01 FEET TO A POINT ON THE EAST LINE OF SAID LOT 11; THENCE SOUTH 30°55'48" WEST ALONG SAID EAST LINE, 11.00 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 1,512 SQUARE FEET.

Temporary Easement No. 1:

THAT PART OF LOT 11 OF KIMBELAND SUBDIVISION, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 9, PAGE 9 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 1.32 FEET TO THE POINT OF BEGINNING.

THENCE FROM THE POINT OF BEGINNING, CONTINUE NORTH 59°00'19" WEST ALONG SAID NORTH RIGHT OF WAY LINE, 123.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 07°04'26" EAST ALONG THE WEST LINE OF SAID LOT 11, ALSO BEING THE EAST RIGHT OF WAY LINE OF KIMBEL LANE, 16.26 FEET; THENCE LEAVING SAID LINE, SOUTH 59°00'19" EAST 91.68 FEET; THENCE SOUTH 37°47'54" EAST 41.08 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 1,598 SQUARE FEET.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON COMPLETION OF CONSTRUCTION.

Temporary Easement No. 2:

THAT PART OF LOT 11 OF KIMBELAND SUBDIVISION, IN THE CITY OF JACKSON, CAPE GIRARDEAU COUNTY, MISSOURI, AS RECORDED IN PLAT BOOK 9, PAGE 9 IN THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 59°00'19" WEST ALONG THE NORTH RIGHT OF WAY LINE OF EAST JACKSON BOULEVARD, 124.71 FEET TO THE SOUTHWEST CORNER OF SAID LOT 11; THENCE LEAVING SAID NORTH RIGHT OF WAY LINE, NORTH 07°04'26" EAST ALONG THE WEST LINE OF SAID LOT 11, ALSO BEING THE EAST RIGHT OF WAY LINE OF KIMBEL LANE, 27.20 FEET TO THE PONT OF BEGINNING.

THENCE FROM THE PONT OF BEGINNING, CONTINUE NORTH 07°04'26" EAST ALONG SAID LINE, 35.46 FEET; THENCE LEAVING SAID LINE, SOUTH 52°20'41" EAST 32.81 FEET; THENCE SOUTH 46°09'52" EAST

83.75 FEET; THENCE SOUTH 37°47'54" EAST 8.37 FEET; THENCE SOUTH 42°02'59" WEST 10.16 FEET; THENCE NORTH 37°47'54" WEST 8.29 FEET; THENCE NORTH 59°00'19" WEST 97.99 FEET TO THE POINT OF BEGINNING.

THE HEREIN DESCRIBED EASEMENT CONTAINS 2,412 SQUARE FEET.

SAID TEMPORARY CONSTRUCTION EASEMENT BEING NULL AND VOID UPON COMPLETION OF CONSTRUCTION.

TO HAVE AND TO HOLD the said **EASEMENT**, together with all rights and appurtenances to the same belonging, unto the said Grantee, and to its successors, heirs and assigns forever.

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 water 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 because 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 restore the surface of the ground to the same condition in which it was before the start of the improvement or any future maintenance work, as near as practicable.

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

IN WITNESS WHEREOF, the said Grantor has executed these presents this 12th
day of July, 2023.

JACKSON CHAMBER OF COMMERCE

Brian S. Gerou
Brian S. Gerou, President/CEO

(SEAL)

_____, Secretary

STATE OF MISSOURI)
COUNTY OF CAPE GIRARDEAU) ss.

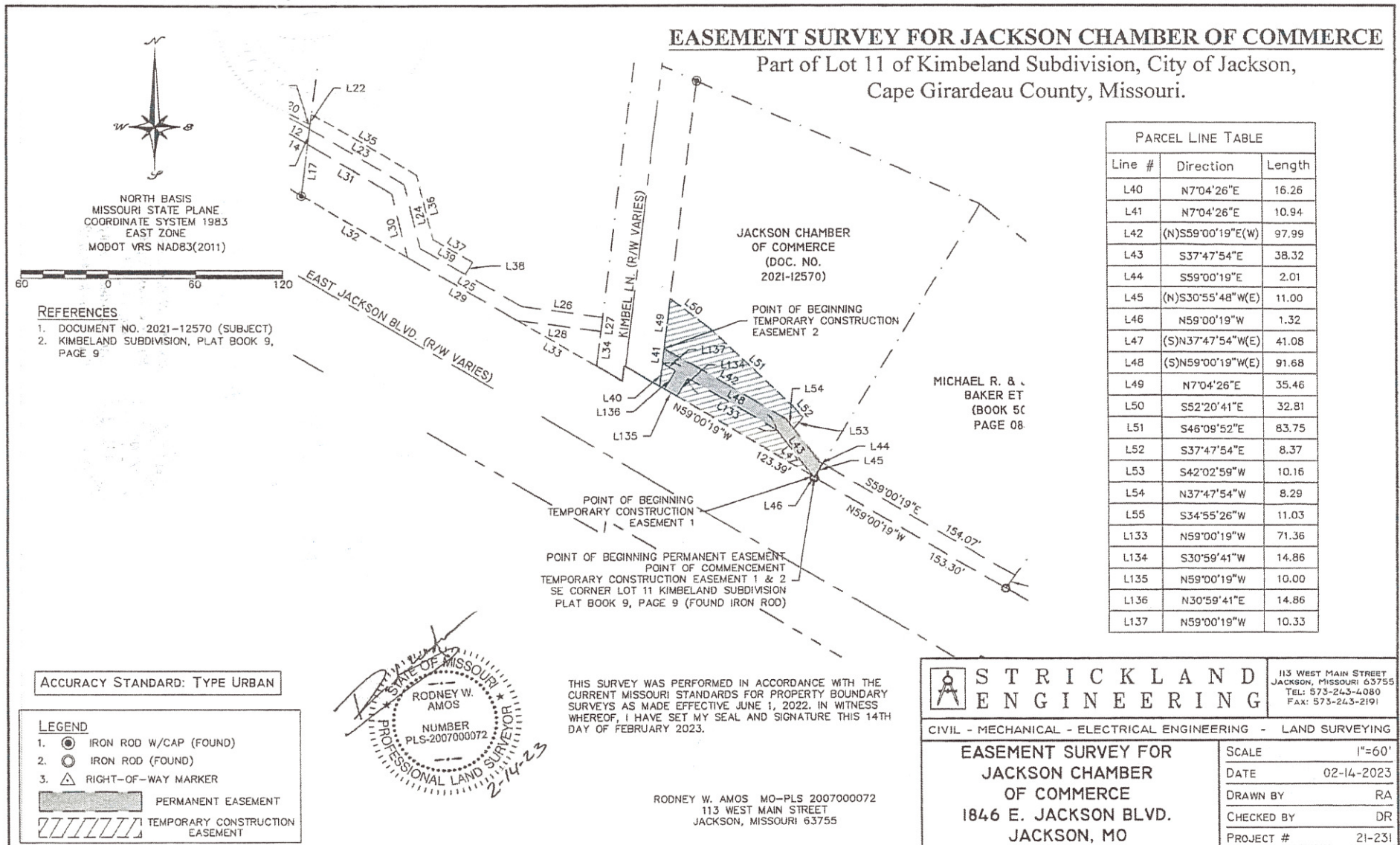
On this 12th day of July, 2023, before me personally appeared _____, to me known to be the persons who executed the within document as members of Jackson Chamber of Commerce, a Missouri Nonprofit Corporation, and are authorized by the Operating Agreement of said nonprofit corporation to execute the within document on behalf of said nonprofit corporation, and acknowledged to me that they executed the same as their free act and deed and as the free act and deed of said nonprofit corporation for the purposes therein stated.

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

Rodney W. Bollinger
Rodney W. Bollinger, Notary Public
State of Missouri
County of Cape Girardeau
My term expires: May 13, 2024



RODNEY W. BOLLINGER
My Commission Expires
May 13, 2024
Cape Girardeau County
Commission #12473742



BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE RE-ADOPTING CURRENT ARTICLE VIII OF CHAPTER 1, OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, ORIGINALLY PASSED AND APPROVED BY THE MAYOR AND BOARD OF ALDERMEN ON THE 1st DAY OF FEBRUARY, 1999.

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

Section 1. That Chapter 1, Article VIII, of the Code of Ordinances of the City of Jackson, Missouri, is hereby re-adopted and confirmed in compliance with Section 105.485.4 RSMo 2000, as amended. Copy of same is attached hereto and incorporated herein by reference as if fully set forth.

Section 2. That the City Clerk is hereby directed to forward a certified copy of this Ordinance and attachment to the Missouri Ethics Commission within ten (10) days of passage and approval.

Section 3. 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 4. That this ordinance shall take effect and be in force from and after its passage and approval.

FIRST READING: July 17, 2023.

SECOND READING: July 17, 2023.

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

CITY OF JACKSON, MISSOURI

(SEAL)

ATTEST:

BY: _____
Mayor

City Clerk

MEMO



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

From: Rodney Bollinger, Director of Administrative Services

Date: Tuesday, July 11, 2023

Re: Disposal of Stockpiled Brush Program

Herzog Excavating & Demolition, LLC, of Perryville, Missouri, has been making significant progress on the Disposal of Stockpiled Brush Program. As you know, the City's stockpiled brush is located on the tract located behind Mondi on N. High St. (Highway 61) in the Jackson North Industrial Park.

Since the project was bid back in the spring, another pile of brush has accumulated. This is an additional fee to remove the new pile of brush from the site.

With the contractor's good history of working with the City of Jackson on this project and their initial low bid, I recommend to the Board of Aldermen this change order be accepted.



City of Jackson

CHANGE ORDER

PROGRAM: Disposal of Stockpiled Brush

DATE OF ISSUANCE: July 17, 2023

CHANGE ORDER NO.: 1

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

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

THIS CHANGE ORDER MODIFIES THE ORIGINAL CONTRACT AS FOLLOWS:

This is an additional cost to remove a new pile of brush from the site.

☐ See Attachments

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$28,600.00	Original Contract End Date: December 31, 2023
Previous Change Orders: \$0	Net Change from Previous Change Orders: 0
Contract Price prior to this Change Order: \$28,600.00	Contract End Date prior to this Change Order: December 31, 2023
Net Increase (Decrease) of this Change Order: \$5,500.00	Net Increase (Decrease) of this Change Order: 0
Contract Price with all approved Change Orders: \$34,100.00	Contract End Date with all approved Change Orders: December 31, 2023

Recommended By:


Director of Administrative Services

Date


7/11/2023

Approved By:

Mayor, City of Jackson

Date

Accepted By:


Authorized Representative
of the Contractor

Date

07/10/2023



City of Jackson

CHANGE ORDER

Black Diamond Paving, LLC

2

Name of Contractor

Change Order No.

511 County Road 411

Oak Ridge, MO 63769

Contractor Address

City/State/Zip

2023 Asphalt Pavement Improvement Program

7/12/2023

Project Name

Date

Description: ☒ See Attachments

This change order is to allow for the paving and widening of the driveway located on the southeast corner of the Russell Heights Cemetery. See the attached quote from Black Diamond Paving for a detailed cost breakdown and a location map.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price: \$ 342,337.98	Original Contract End Date: August 17, 2023
Previous Change Orders: \$ 29,856.02	Net Change from Previous Change Orders: 0
Contract Price prior to this Change Order: \$ 372,194.00	Contract End Date prior to this Change Order: August 17, 2023
Net Increase (Decrease) of this Change Order: \$ 15,875.00	Net Increase (Decrease) of this Change Order: 0
Contract Price with all approved Change Orders: \$ 388,069.00	Contract End Date with all approved Change Orders: August 17, 2023

Recommended By:

Anna Bergmark, PE, City Engineer

Date

Authorized By:

Mayor, City of Jackson

Date

Accepted By:

Contractor Auth. Representative

Date

Black Diamond Paving (dba Paving Pros, LLC)

511 County Road 411
Oak Ridge, MO 63769-6211

Proposal

Date	Proposal #
7/12/2023	

Customer & Address	Terms
2023 City of Jackson Asphalt Russel Street Cemetary	15% down with proposal acceptance Balance due on completion of work
Jackson, MO	Customer E-mail abergmark@jacksonmo.org

Point of Contact	Customer Phone #
Anna Berkman	573-243-2300
	Total
Russel Street Cemetary	
Paving Pros will excavate approximately 87 Cubic Yards at full depth (10")	\$3,045.00
Paving Pros will grade approximatley 2,800 Square Feet.	\$3,500.00
Paving Pros will lay 60 tons of aggregate as the base course.	\$1,080.00
Paving Pros will prep and pave approximately 2,800 Square Feet of new asphalt at 4" in thickness.	\$8,250.00
Paving Pros will dig dirt area out (full depth of 10") and replace with 6" of base rock and 4" of new asphalt. Paving Pros will grade the entire rock area and add where it is needed. There are 60 tons of aggregate included in this bid.	
Notes	
- We lowered the unit cost of excavation, doing to it being all dirt.	
- Only separated grading and rock costs sue to the scope of work being different.	
- Due to the pricing index at this time, material costs are ever changing. This proposal is only guaranteed thru July 30, 2023 before Paving Pros will re-evaluate the prices attached to this work.	
Grand Total	\$15,875.00
Prices include labor, material, and equipment necessary for quoted scope of work. The quoted prices may be withdrawn and are subject to change due to the fluctuating cost of petroleum products. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written order, and will become an extra charge over the above proposal. All agreements contingent upon circumstances or delays beyond our control. Scheduling is at Paving Pros discretion. Paving Pros LLC assumes no responsibility for sub-grade, and/or sub-base, and/or base conditions or any defect or failure in the surface caused by sub-grade, and/or base conditions or damages from ground cracks. Interest at the rate of 1 1/2% per month on the unpaid balance 30 days after completion. All materials will remain the personal property of Paving Pros LLC until total bill is paid in full. This is a confidential document and it may not be shared with third parties without our permission.	


Acceptance of Proposal: Customer is responsible for acquiring all necessary federal, state, and local permits and notifying Contractor of the location of all underground services of any type.

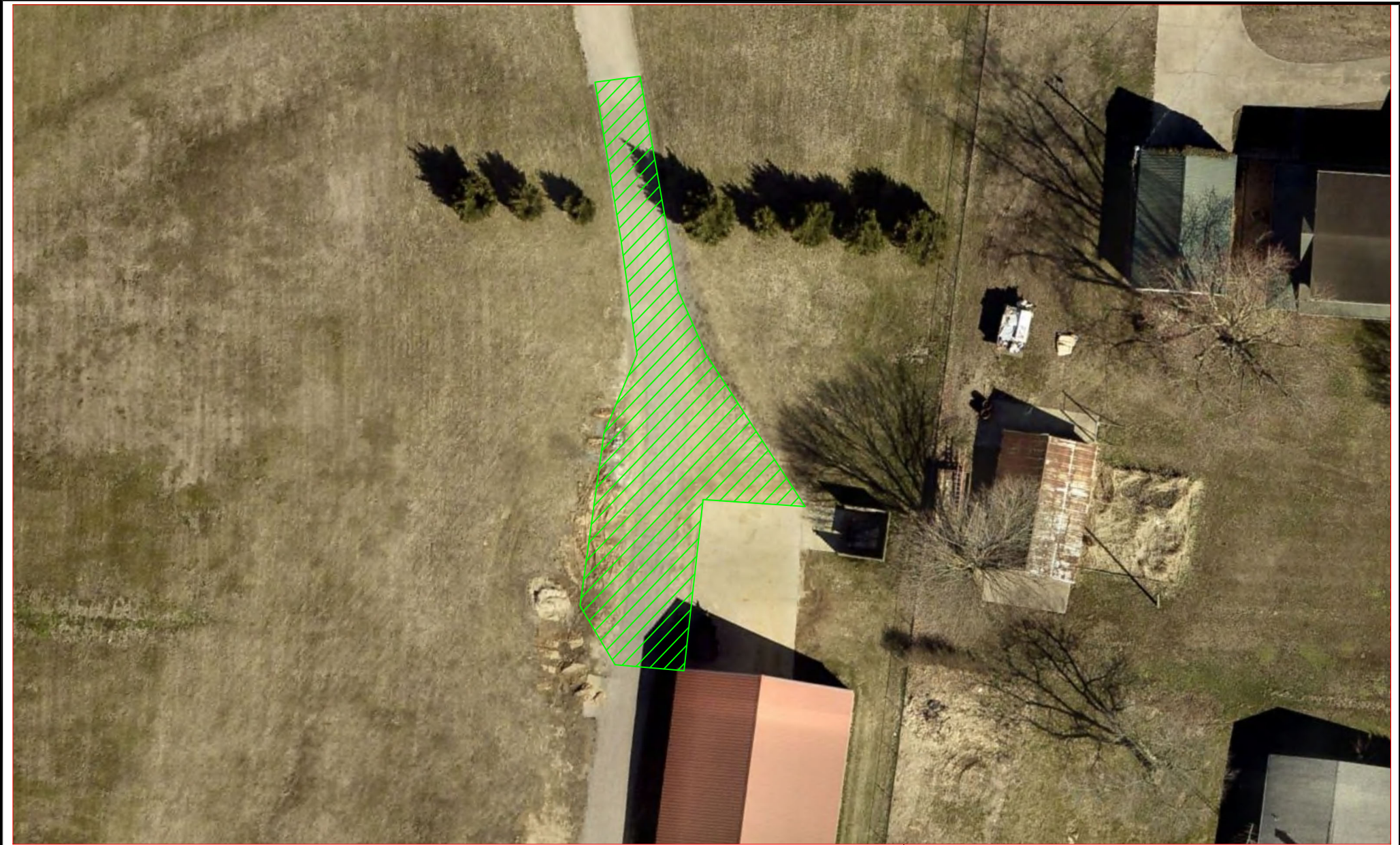
Customer will indemnify Contractor for damage to any underground services not disclosed to Contractor. Custom accepts the quoted prices, specifications and conditions and authorizes the work specified. Payment will be made as outlined above.

Signature

E-mail	Web Site	Phone #	Proposal by
Lindsay@pavingproslc.com	pavingproslc.com	573-266-0055	Jimmy Pletka
If everything meets your satisfaction, please authorize, date and return one copy of the proposal to Paving Pros, LLC. The other copy is for your records. After receiving the authorized proposal, we will make arrangements to do the work. If you have any questions, please feel free to give us a call. We are looking forward to completing this work for you. Paving Pros LLC is a fully insured company, including general liability, vehicle liability, and workers compensation.			

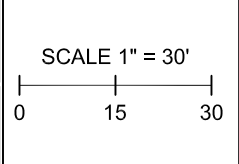


	2023 ANNUAL ASPHALT REPAIR ALL MEASUREMENTS ARE ESTIMATED	<div>SCALE 1" = 30'</div> <div><div></div><div>0</div><div>15</div><div>30</div></div> <div> NORTH</div>	PATCHES	PATCH							OVERLAY	AVG. LENGTH			
				AREA									AVG. WIDTH		
				PATCH									EST. AREA		2800 SF
				AREA									Russell Heights Cemetery 435 S. Farmington Rd		



2023 ANNUAL
ASPHALT REPAIR

ALL MEASUREMENTS
ARE ESTIMATED



PATCHES	PATCH								
	AREA								
	PATCH								
	AREA								

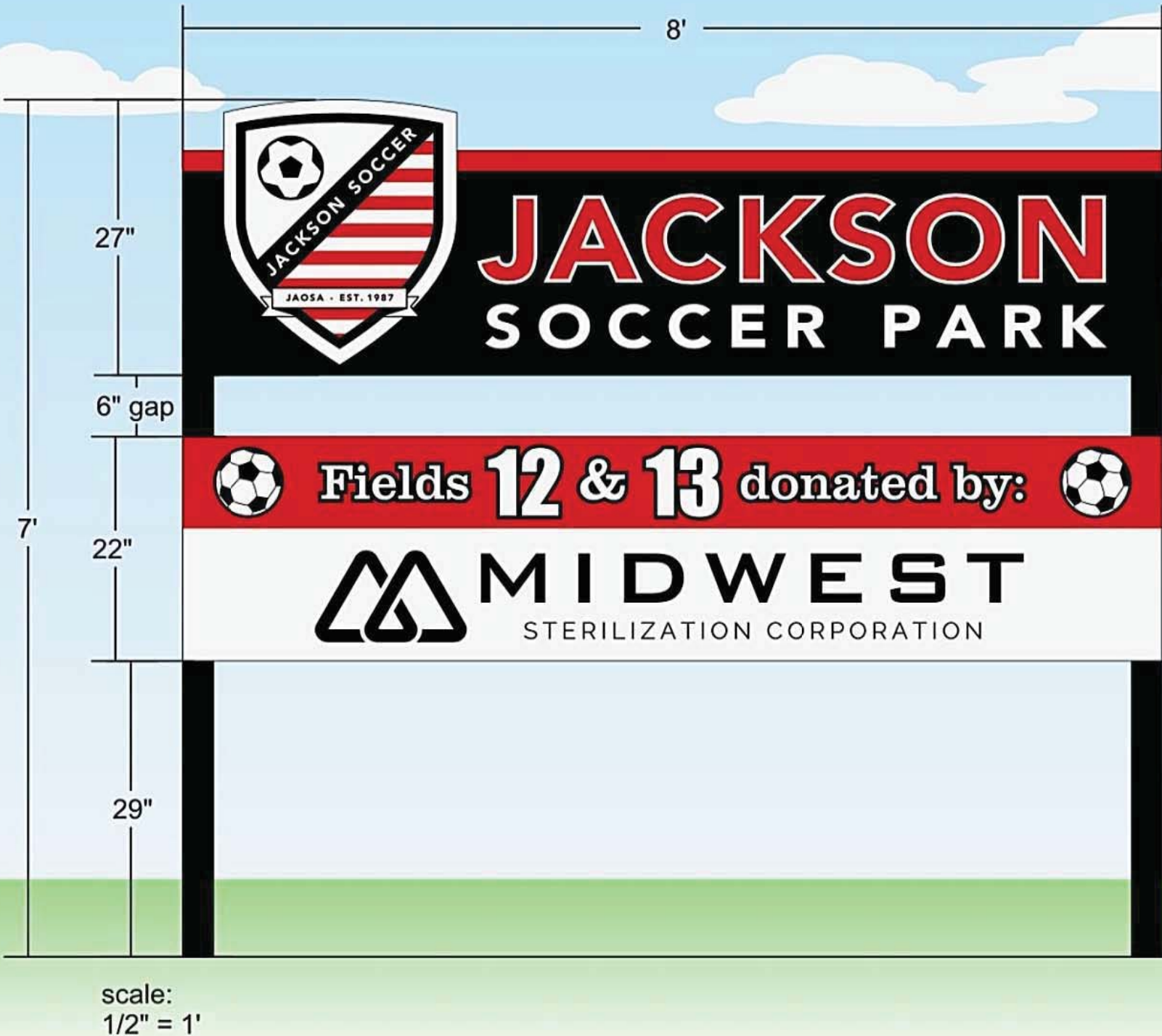
OVERLAY	AVG. LENGTH		
	AVG. WIDTH		
	EST. AREA	2800 SF	
Russell Heights Cemetery 435 S. Farmington Rd			

MEMO



To: Mayor and Board of Aldermen
From: Jason Lipe, Parks and Recreation Director
Date: Wednesday, June 28, 2023
Re: Public Service Signage at Jackson Soccer Park

Jackson Area Organized Soccer Association (JAOSA) would like to have a sign installed at the Jackson Soccer Park that recognizes the donation of Midwest Sterilization for the addition of two fields.



(1) SINGLE-SIDED, NON-ILLUMINATED SIGN

RESOLUTION NO. 2023-__**RESOLUTION DECLARING THE INTENT OF THE CITY OF JACKSON, MISSOURI, TO TRANSFER OWNERSHIP OF K-9 BENY.**

WHEREAS, the City of Jackson, Missouri is the owner of K-9 Beny; and

WHEREAS, Officer Cody Polley was the K-9 Unit handler assigned to serve with and to provide care for K-9 Beny during off-duty hours at his residence; and

WHEREAS, the Jackson Police Department wishes to retire K-9 Beny from active service with the K-9 Unit; and

WHEREAS, Officer Cody Polley desires and has requested the transfer to himself of ownership and responsibility for K-9 Beny's care, food, veterinary attention, lodging, maintenance and supervision; and

WHEREAS, it is agreed that it is in the best interest of the parties to transfer K-9 Beny to Officer Cody Polley; and

WHEREAS, Officer Cody Polley agrees to provide at his cost, the care, food, veterinary attention, lodging, maintenance, and supervision of K-9 Beny.

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

1. The City of Jackson, Missouri, does hereby transfers ownership and responsibility of K-9 Beny to Officer Cody Polley.

2. This Resolution shall be in full force and effect from and after its passage by the Board of Aldermen.

PASSED by the Board of Aldermen this 17th day of July, 2023, by a vote of 7 ayes, 0 nays, 0 abstentions and 1 absent.

CITY OF JACKSON, MISSOURI

BY: _____
Dwain L. Hahs, Mayor

ATTEST:

Liza Walker, City Clerk

MEMO



TO: Mayor Hahs and Members of the Board of Aldermen
FROM: Janet Sanders, Director of Public Works
DATE: July 11, 2023
SUBJECT: Magnolia Meadows Subdivision – Scrivener's Error Affidavit

In July of 2022, the Board approved the final plat of Magnolia Meadows Subdivision. After the approved plat was recorded with the Recorder of Deeds, the county's Mapping & Appraisal department discovered an error in the plat. Since that time, the surveyor has been trying to get a correction in the form of a scrivener's error affidavit. We have finally received a copy of that document that was recorded with the Cape Girardeau County Recorder of deeds by a local title company.

To correct our records, we need to have the Board approve by ordinance the scrivener's error affidavit so that we have an accurate record of the subdivision.

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK OF THE CITY OF JACKSON, MISSOURI, TO ATTEST TO THE CITY'S ACCEPTANCE OF AN AFFIDAVIT OF SCRIVENER'S ERROR TO CORRECT A LEGAL DESCRIPTION ON A RECORD PLAT AS STATED IN THE ATTACHED AFFIDAVIT OF SCRIVENER'S ERROR.

WHEREAS, Terry R. Seabaugh and Traci L. Foltz platted Magnolia Meadows Subdivision, a Resubdivision of Lots 9 and 10 of Block 4 of West End Addition, as located within the corporate limits of the City of Jackson, Missouri; and,

WHEREAS, the Mayor and Board of Aldermen of the City of Jackson, Missouri, did accept the Record Plat of Magnolia Meadows Subdivision, a Resubdivision of Lots 9 and 10 of Block 4 of West End Addition including all easements, right-of-way streets and improvements indicated thereon and subject to the terms and conditions expressed therein;

WHEREAS, it was subsequently discovered that the Record Plat contained errors in the legal description based on a survey by Richards Land Surveying; and

WHEREAS, on May 15, 2023 in Document No. 2023-03783 an Affidavit of Scrivener's Error correcting the legal description for the Record Plat was recorded. A copy of the Affidavit of Scrivener's Error is attached as Exhibit A.

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, do hereby accept the Affidavit of Scrivener's Error correcting the legal description which is attached hereto as Exhibit A.

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 Affidavit of Scrivener’s Error.

Section 3. That the City Clerk of the City of Jackson, Missouri, is hereby directed to file a copy of said Affidavit of Scrivener’s Error with the Recorder of Deeds, Cape Girardeau County, Missouri.

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

FIRST READING: July 17, 2023.

SECOND READING: July 17, 2023.

PASSED AND APPROVED this 17th day of July, 2023, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

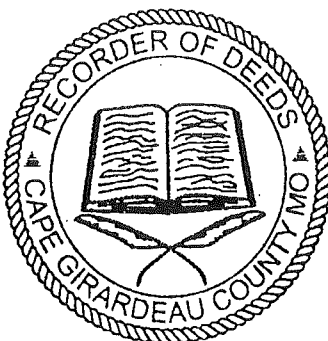
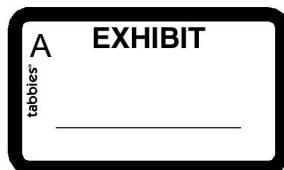
(SEAL)

CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk



eRecorded
DOCUMENT #
2023-03783

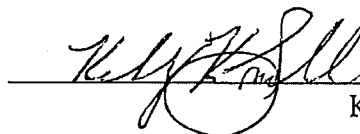
ANDREW DAVID BLATTNER
RECORDER OF DEEDS
CAPE GIRARDEAU COUNTY, MO
eRECORDED ON
05/15/2023 08:51:11 AM
REC FEE: 27.00
PAGES: 2

AFFIDAVIT OF SCRIVENER'S ERROR

State of Missouri
County of Cape Girardeau } ss.

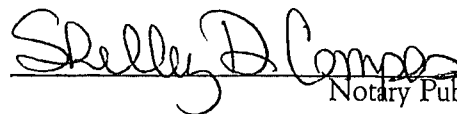
I, Kelly K. Snell on May 12th, 2023 being duly sworn upon my oath, and as an employee and licensed surveyor, PLS-2017017647, at Richards Land Surveying, 1813 Greenbrier Drive, Cape Girardeau, Missouri being knowledgeable of the below facts, state and aver as follows:

1. That I did survey and prepare, or have prepared, the Record Plat of Magnolia Meadows Subdivision (GRANTOR/GRANTEE) in the City of Jackson, County of Cape Girardeau, Missouri recorded as Document #2022-07673 (Reference Document) and sign said Plat and that the legal description set out on said plat did contain errors in direction for the point of commencement.
2. That the attached Exhibit A is the corrected and correct description for said subdivision.
3. Further affiant sayeth naught.


Kelly K. Snell

On the 12th day of May, 2023 before me personally appeared Kelly K. Snell, to me personally known to be the person described in and who executed the foregoing instrument and acknowledged he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.


Notary Public

My term expires: 1-6-2024

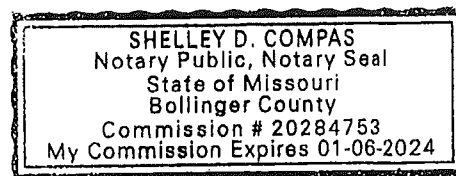


EXHIBIT "A"

THE UNDERSIGNED, TERRY R. SEABAUGH, AND TRACI L. FOLTZ, OWNERS OF A PARCEL OF LAND BEING PART OF U.S.P. SURVEY #221, TOWNSHIP 31 NORTH, RANGE 12 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ALSO BEING PART OF LOTS NUMBERED NINE (9) AND TEN (10), IN BLOCK NUMBERED FOUR (4) OF WEST END ADDITION TO THE CITY OF JACKSON, MISSOURI, AS SHOWN IN PLAT BOOK #2, AT PAGE #24 OF THE LAND RECORDS OF CAPE GIRARDEAU COUNTY, MISSOURI, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2" Iron Rod on the Southwesterly Right-of-Way Line of Missouri State Highway #72, from which the Northeast Corner of said U.S.P. Survey #221 bears N.88°28'40"E., a distance of 1,654.31 feet (see Document #2012-01800 of the Land Records of Cape Girardeau County, Missouri); thence S.44°18'12"E., along said Right-of-Way, a distance of 78.51 feet to a 1/2" Iron Rod; thence departing from said Right-of-Way, S.41°53'19"W., a distance of 219.67 feet to a 1/2" Iron Rod; thence N.83°01'41"W., a distance of 301.17 feet to a 1/2" Iron Rod; thence N.06°33'53"E., a distance of 269.73 feet to a 1/2" Iron Rod; thence S.83°02'20"E., a distance of 289.65 feet to a 1/2" Iron Rod on said Southwesterly Right-of-Way Line; thence S.42°24'05"E., along said Right-of-Way, a distance of 2.37 feet to a 1/2" Iron Rod; thence S.55°54'34"E., a distance of 85.53 feet to the POINT OF BEGINNING. Containing 2.261 acres, more or less, in Cape Girardeau County, Missouri, dated May of 2022. Subject to existing Easements of Record if any.

BILL NO. 23-__

ORDINANCE NO. 23-__

AN ORDINANCE AMENDING CHAPTER 65 OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSOURI, RELATIVE TO THE REQUIRED NOTICE FOR PUBLIC HEARING OF AN APPEAL OR VARIANCE; 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 65-28, of the Code of Ordinances of the City of Jackson, Missouri, is hereby amended to read as follows:

“Sec. 65-28. - Zoning board of adjustment.

- (b) The zoning board of adjustment shall adopt rules for the conduct of its business, establish a quorum and procedures, and keep a public record of all findings, decisions, and minutes of its meetings. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine, and all meetings shall be open to the public. ~~Any meeting at which an appeal is to be heard shall be a public meeting with public notice of said meeting and business to be carried on published in a newspaper of general circulation in the city at least one (1) time, seven (7) days prior to the meeting, as well as due notice to the parties in interest. Upon the hearing any party may appear in person or by agent or attorney. The chairman, or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses.”~~

- (e) The zoning board of adjustment shall have the following powers:

- (6) A hearing requesting an appeal or variance shall be a public hearing at which parties in interest and citizens shall have an opportunity to be heard. At least fifteen (15) days’ notice of the time and place of such hearing shall be published in an official paper of general circulation in the city. Written notice of the public hearing shall be provided to all property owners and residents within one hundred

eighty-five (185) feet of the subject property exclusive of streets and alleys.”

NOTE TO CODIFIER: Please note in Chapter 65, Article I, Section 65-28, Subpart (b) has been modified; Subpart (e)(6) has been added; and the original Subpart (e)(6) should now be Subpart (e)(7).

Section 2. 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 3. 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 4. That this ordinance shall take effect and be in force from and after its passage and approval.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

FIRST READING: July 17, 2023.

SECOND READING: July 17, 2023.

PASSED AND APPROVED this 17th day of July, 2023, by a vote of _____ ayes, _____ nays, _____ abstentions and _____ absent.

(SEAL) CITY OF JACKSON, MISSOURI

BY: _____
Mayor

ATTEST:

City Clerk



City of Jackson

CITY OF JACKSON, MISSOURI PLANNING & ZONING COMMISSION TEXT AMENDMENT: FINDINGS AND CONCLUSIONS

The Planning & Zoning Commission of Jackson, Missouri, hereby notifies the Board of Aldermen, the applicant, and the public of its action taken on June 14, 2023, at a regular meeting in consideration of the following:

Consider a text amendment to the City of Jackson Ordinance section 65-28 Zoning Board of Adjustments.

Applicant: City of Jackson

Filing Date of Application/Fee: 6-5-2023

Submission Date of Application to Commission: 6-14-2023

Public Hearing Date: Waived

In examining this consideration, the following factors were considered and found as noted:

Administrative Staff Findings:		Yes/	No
1.	Application provided all necessary information:	<u>x</u>	<u> </u>
2.	Generally conforms with City Comprehensive Plan:	<u>x</u>	<u> </u>
3.	Generally conforms with Major Street Plan:	<u>x</u>	<u> </u>

Planning & Zoning Commission Findings:		Yes	/No
1.	Creates adverse effects on adjacent property:	<u> </u>	<u>x</u>
2.	Creates adverse effects on traffic movement or safety:	<u> </u>	<u>x</u>
3.	Creates adverse effects on fire safety:	<u> </u>	<u>x</u>
4.	Creates adverse effects on public utilities:	<u> </u>	<u>x</u>
5.	Creates adverse effects on general health and welfare:	<u> </u>	<u>x</u>

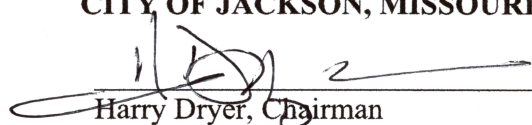
Following consideration of testimony, comments, exhibits, and file contents, the Planning & Zoning Commission duly deliberated the facts pertaining to the proposal and issued the following findings of fact and conclusions:

THE ABOVE APPLICATION IS:

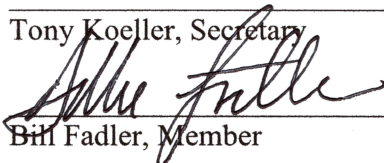
☒ **Approved**
☐ **Disapproved**
☐ **Approved with conditions specified below**


By a roll call of 6 ayes, 0 nays, 0 abstentions and 0 absent this 14 day of
June 14, 2023.


CITY OF JACKSON, MISSOURI



Harry Dryer, Chairman

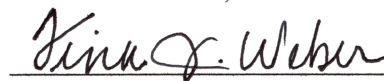
ATTEST:

Tony Koeller, Secretary

Bill Fadler, Member


Larry Miller
Building & Planning Manager

Beth Emmendorfer, Member


Eric Fraley, Member

Heather Harrison, Member


Tina Weber, Member

Angelia Thomas, Member



Michelle Weber, Member

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Yellow is added section

Sec. 65-28. Zoning board of adjustment.

- (a) A zoning board of adjustment is hereby created. The word 'board' when used in this section shall be construed to mean the zoning board of adjustment. The board shall consist of five (5) members, who shall be resident property owners, appointed by the mayor and approved by the board of aldermen, each to be appointed for a term of five (5) years; with the exception that when the board shall first be created one (1) member shall be appointed for a term of five (5) years, one (1) for a term of four (4) years, one (1) for a term of three (3) years, one (1) for a term of two (2) years, and one (1) for a term of one (1) year. Three (3) alternate members may be appointed to serve in the absence or disqualification of the regular members. Alternate members shall be appointed for a term of three (3) years, with the exception that when the alternate terms are first created the longest serving alternate shall be appointed for a term of one (1) year, the second longest serving shall be appointed for a term of two (2) years, and the third longest serving shall be appointed for a term of three (3) years. All members and alternates shall be removable for cause by the mayor and board of aldermen upon written charges and after a public hearing. Vacancies shall be filled for the unexpired term only of any member whose term becomes vacant. The board shall elect its own chairman and vice chairman who shall serve for one (1) year.
- (b) The zoning board of adjustment shall adopt rules for the conduct of its business, establish a quorum and procedures, and keep a public record of all findings, decisions, and minutes of its meetings. Meetings of the board shall be held at the call of the chairman and at such other times as the board may determine, and all meetings shall be open to the public. ~~Any meeting at which an appeal is to be heard shall be a public meeting with public notice of said meeting and business to be carried on published in a newspaper of general circulation in the city at least one (1) time, seven (7) days prior to the meeting, as well as due notice to the parties in interest. Upon the hearing, any party may appear in person or by agent or attorney. The chairman, or in his absence, the acting chairman, may administer oaths and compel the attendance of witnesses.~~
- (c) An appeal may be taken to the zoning board of adjustment by any person, group or organization, public or private, affected by a decision of the building and planning superintendent. Such appeal shall be taken within such time as prescribed by the board by general rule by filing with the building and planning superintendent a notice of appeal specifying the grounds thereof. A fee of fifty dollars (\$50.00) shall accompany all notices of appeals. The building and planning superintendent shall forthwith transmit to the board all papers constituting the record upon which the action appealed from was taken.
- (d) An appeal stays all proceedings in furtherance of the action appealed from unless the building and planning superintendent certifies to the zoning board of adjustment, after the notice of appeal shall have been filed with said building and planning superintendent, that, by reason of facts stated in the certificate, a stay would, in the building and planning

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Yellow is added section

superintendent's opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the zoning board of adjustment or by a court of record on application or notice to the building and planning superintendent and on due cause shown.

(e) The zoning board of adjustment shall have the following powers:

- (1) To hear and decide appeals where it is alleged that there is an error in any order, requirement, decisions, or determination made by the building and planning superintendent in the enforcement of this chapter, and may affirm or reverse, in whole or part, said decision of the building and planning superintendent.
- (2) To hear and decide all matters referred to it or upon which it is required to pass under the provisions of this chapter.
- (3) To hear requests for variances from the literal provisions of the zoning ordinance that would cause undue hardship due to circumstances unique to the individual property under consideration and grant such variances only when it is demonstrated that such action will be in keeping with the spirit and intent of the provisions of the zoning ordinance. The zoning board of adjustment shall not permit, as a variance, any use in a district that is not permitted under this chapter. The zoning board of adjustment may impose conditions in the granting of a variance to ensure compliance and to protect adjacent property.
- (4) To hold public hearings on and decide the following exceptions to or variations of this chapter:
 - a. To permit the extension of a district where the boundary line thereof divides a lot held in a single ownership at the time of the adoption of this chapter.
 - b. Interpret the provisions of this chapter in such a way as to carry out the intent and purpose of the plan, as shown upon the zoning district map, where the street layout on the ground varies from the street layout as shown on this map.
 - c. Permit reconstruction of a nonconforming building otherwise prohibited by section 65-23.
 - d. Vary the yard regulations where there is an exceptional or unusual physical condition of a lot not generally prevalent in the neighborhood, which condition, when related to the yard regulations of this chapter, would prevent a reasonable or sensible arrangement of buildings on the lot.
 - e. Vary the parking regulations by not more than fifty (50) percent where it is conclusively shown that adequate off-street parking to serve a particular use has been provided by or is controlled by the municipality.
- (5) In exercising the above-mentioned powers, the zoning board of adjustment may reverse or affirm wholly or partly, or may modify, the order, requirement, decision, or

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determination appealed from and may make such order, requirement, decision, or determination as ought to be made and to that end shall have all the powers of the building and planning superintendent. In considering all appeals to the provisions of this chapter, the board shall, before making any finding in a specific case, first determine that the proposed change will not constitute a change in the zoning district map and will not impair an adequate supply of light and air to adjacent property; or increase congestion in public streets; or increase the danger of fire; or materially diminish or impair established property values within the surrounding area; or in any other respect impair the public health, safety, comfort, morals, and welfare of the City of Jackson. Every change granted or denied by the board shall be accompanied by a written finding of fact, specifying the reason for granting or denying the variation. The decision of the board shall be made a part of any building permit in which the variation is allowed. The concurring vote of four (4) members of the board shall be necessary to reverse any order, requirement, decision, or determination of the building and planning superintendent or to decide in favor of the applicant on any matter upon which it is required to pass under this chapter or to effect any variation in this chapter.

- (6) A hearing requesting an appeal or variance shall be a public hearing at which parties in interest and citizens shall have an opportunity to be heard. At least fifteen (15) days' notice of the time and place of such hearing shall be published in an official paper of general circulation in the city. Written notice of the public hearing shall be provided to all property owners and residents within one hundred eighty-five (185) feet of the subject property.
- (7) Any person or persons jointly or severally aggrieved by any decision of the zoning board of adjustment, or any officer, department, board, or bureau of the municipality, may present to the Circuit Clerk of Cape Girardeau County a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty (30) days after the filing of the decision in the office of the zoning board of adjustment. Upon presentation of such petition, the court may allow a writ of certiorari directed to the zoning board of adjustment to review such decision of the board and shall prescribe therein the time within which a return thereto must be made and served upon the relator's attorney which shall not be less than ten (10) days and may be extended by the court. The allowance of the writ shall not stay proceedings upon the decision appealed from, but the court may, on application, on notice to the board and on due cause shown grant a restraining order. The zoning board of adjustment shall not be required to return the original papers acted upon by it, but it shall be sufficient to return certified or sworn copies thereof, or of such portions thereof as may be called for by such writ. The return shall concisely set forth such other facts as may be pertinent and materials to show the grounds of the decision appealed from and shall be verified. If, upon the hearing, it shall appear to

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the court that testimony is necessary for the proper disposition of the matter, it may take additional evidence, or appoint a referee to take such evidence as it may direct, and report the same to the court with the findings of fact and conclusions of law which shall constitute a part of the proceedings upon which a determination of the court shall be made. The court may reverse or affirm, wholly or partly, or may modify the decision brought up for review. Costs shall not be allowed against the board unless it shall appear to the court that it acted with gross negligence or in bad faith or with malice in making the decision appealed from.

(Ord. No. 21-25 , § 1, 5-17-21)