

**TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON ST.
SEPTEMBER 14, 2021
6:00 P. M.**

ITEM I CALL TO ORDER

ITEM II ROLL CALL

ITEM III HEARING OF PERSONS

Heartland Metal Finishing Management Team (Tammy Walker, Arlen Walker, Brian Brooks and Terris Cates) - #1 Carnett Industrial Drive, Discuss the Salem Pretreatment program key elements along with the effluent limits, sampling location etc. What effects this would have on a potential buyer purchasing Heartland Metal Finishing.

ITEM IV CONSENT AGENDA

Dept. of Revenue City C.A.R.T Tax- \$18,168.44
Municipal Court Reports August 2021
Economic Development Monthly Report-August 2021
Police Department Monthly Report August 2021
April 26, 2021 Special Board of Aldermen Meeting Minutes
July 19, 2021 Board of Aldermen Meeting Minutes
August 19, 2021 Special Board of Aldermen Meeting Minutes
August 23, 2021 Special Board of Aldermen Meeting Minutes

ITEM V BIDS

Bulbs for Ultra-Violet System at the Waste Water Treatment Facility

ITEM VI INTRODUCTION AND READING OF BILLS AND RESOLUTIONS

BILL NO. 3489-AN ORINANCE OF THE CITY OF SALEM, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST FOR CERTAIN MUNICIPIAL OFF

**TENTATIVE AGENDA
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RESOLUTION NO.27-2021-A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND THE MERAMEC REGIONAL PLANNING COMMISSION.

BILL NO. 3490-ORDINANCE ESTABLISHING RATES FOR ELECTRIC SERVICES PROVIDED BY THE CITY OF SALEM, MISSOURI.

RESOLUTION NO. 28-2021-A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND RAY WALDEN.

BILL NO. 3491- AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE CONTRACT CHANGE ORDER NO. QSAL09072 BETWEEN THE CITY OF SALEM, MISSOURI (CITY) AND NEXGRID (CONTRACTOR) FOR ELECTRIC AMI METERS.

ITEM VII REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES

E. Ray Walden, Jr., City Administrator

- a) Don Harkey with People Centric
- b) Reschedule September 28, 2021 Board of Aldermen Meeting
- c) Jeff Meadows Projects Update
- d) WWTF Variance Report

Kim Steelman, Mayor

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Mark Nash, Public Works

Aldermen Report

ITEM VIII NEW AND MISCELLANEOUS BUSINESS
LAGERS Annual Meeting
Fall Clean-up dates October 11-15, 2021

ITEM IX ORGANIZATION OF BOARDS AND COMMITTEES

ITEM X CLOSED SESSION

Pursuant to Section 610.021(12) of the Revised State Statutes of the State of Missouri pertaining to sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.

ITEM XI ADJOURNMENT

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P.M.

1. ITEM I: CALL TO ORDER
2. SUBJECT: Start of Board Meeting
3. DISCUSSION: The Board is called to order.
Pledge of Allegiance and Prayer.

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14 , 2021
6:00 P.M.

1. ITEM II: ROLL CALL
2. SUBJECT: Calling of Roll
3. DISCUSSION:

Mayor Kim STEELMAN

Alderman Greg PARKER

Alderman Shawn BOLERJACK

Alderman Kevin JAMES

Alderwoman Kala SISCO

City Administrator Ray WALDEN

Temporary City Clerk Tammy KOLLER

City Attorney James K. WEBER

Public Works Director Mark NASH

Chief of Police Joe CHASE

Other CITY STAFF if present

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P. M.

1. ITEM III: HEARING OF PERSONS
2. SUBJECT: Heartland Metal Finishing Management Team
 - A) Tammy Walker
 - B) Arlen Walker
 - C) Brian Brooks
 - D) Terris Cates
3. DISCUSSION: Discuss the Salem Pretreatment Program key elements along with effluent limits, sampling location, etc. Also, discuss what effects this would have on a potential buyer purchasing Heartland Metal.

CITY OF SALEM

REQUEST TO BE HEARD AT A CITY COUNCIL MEETING

NOTE: All petitions, remonstrance's, complaints and requests shall be limited to five minutes per speaker.

Request filed by:

Name: Heartland Metal Finishing Management Team

Address: 1 Carnett Industrial Drive

Phone: 573-729-3888

(Terris Cates,
Tammy Walker
Arken Walker
Brian Brooks)

Date of Council meeting that you request to be heard: 9.14.2021

Check the levels of administrative people that you have discussed this request with:

Mayor City Administrator City Clerk Superintendent Alderman

Other (specify): Alderman Meeting 9.14.2021

What is your request: Discuss the Salem
Pretreatment program Key elements
along with effluent limits, sampling
locations, etc. Also, discuss
what effects this would have on
a potential buyer purchasing Heartland metal.

The Mayor and City Council reserves the right to defer and redirect this request to the appropriate administrative level(s).

The agenda closes and forms need to be submitted to the Administrative Secretary's office by 5:00 p.m. on the Wednesday preceding the council meeting.

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P.M.

1. ITEM IV: CONSENT AGENDA
2. SUBJECT: All matters listed under the Consent Agenda are considered to be routine by the Board and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
3. DISCUSSION:
 - (a) If no item is offered for discussion and removed from Consent Agenda, a motion and a second are required to accept the Consent Agenda.

CITY OF SALEM
CITY CLERK
400 N IRON ST
SALEM

MO 65560

MISSOURI DEPARTMENT OF REVENUE

08/13/21

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR
MONIES TOTALING \$ 18,168.44 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

THE BANK OF SALEM 081503694 CITY OF SALEM-ENTERPRISE FUND/AC-0410117

MOTOR FUEL TAX	\$	11,728.20
MOTOR V SALES TAX	\$	4,575.27
MOTOR V FEE INCREASES	\$	1,864.97

FOR YOUR CREDIT AND USE ON 08/19/21.
IF YOU DO NOT RECEIVE YOUR DISTRIBUTION OR IF YOU HAVE QUESTIONS CONCERNING
THE AMOUNT OF YOUR DISTRIBUTION, PLEASE CONTACT THE MISSOURI DEPARTMENT
OF REVENUE AT (573) 751-2611.

REPORT FOR AUGUST 2021

TRAFFIC/VIOLATIONS

16 SUMMONS TO APPEAR IN COURT

40 WARNING TICKETS

7 TRAFFIC TICKETS

WRITTEN REPORTS

10 ACCIDENT

1 ARSON

1 ASSAULT

3 BURGLARY

0 CHILD ABUSE

2 CITY WARRANT

0 COUNTERFEITING

3 DEATH INVESTIGATION

0 DISORDERLY CONDUCT

0 DIST/DELIVER CONTROLLED SUBSTANCE

0 DOG BITE

0 DOMESTIC ASSAULT

3 DOMESTIC VIOLENCE REPORT

0 DRIVING WHILE DRUGGED

1 DRIVING WHILE INTOXICATED

7 DRIVING WHILE REVOKED/SUSPENDED

1 ENDANGERING WELFARE OF A CHILD

0 FAIL TO OBEY A LAWFUL ORDER

0 FORGERY

0 FRAUD

15 FUGITIVE WARRANT

0 HARASSMENT

0 IDENTITY THEFT

13 INFORMATIONAL REPORT

0 LEAVE THE SCENE OF ACCIDENT

0 LOST/STOLEN LICENSE PLATE(S)

0 MANUF/POSS FICTITIOUS/FORGED IDENTIF

0 MINOR IN POSSESSION OR INTOXICANTS

1 MISSING PERSON

0 NUISANCE VIOLATION

0 OPEN CONTAINER (ALCOHOL)

2 OTHER AGENCY SUPPLEMENTAL

0 PEACE DISTURBANCE

0 PERSON LESS THAN 18 POSS TOBACCO

4 POSSESSION OF A CONTROLLED SUB

2 POSSESSION OF DRUG PARAPHERNALIA

0 PROB/PAROLE VIOLATION

12 PROPERTY DAMAGE

0 RAPE

2 RESIST/INTERFERE WITH ARREST

0 RUNAWAY JUVENILE

0 SEX OFFENSE

0 STALKING

0 SUICIDE

8 STEALING

2 TAMPERING

0 TOWED VEHICLE

4 TRESPASSING

1 UNLAWFUL USE OF A FIREARM/WEAPON

0 VIOLATE EXP/FULL ORDER PROTECTION

0 96 HOUR COMMITMENT

0 ARMED CRIMINAL ACTION

ARRESTS

19 MALES

13 FEMALES

DISPATCHED CALLS FOR SERVICE

2	96 HOUR HOLD	3	LEAVE WITHOUT PAY
7	ABANDONED VEHICLE	8	LIFT ASSIST
12	ACCIDENT	2	LOST/STOLEN PROPERTY
9	ALARM	30	MISC ADMIN DUTY
20	AMBULANCE ASSIST	6	MISC HAZARD
43	ANIMAL CALL	5	MISC OFFENSE
7	AREA CHECK	3	MISSING PERSON
6	ASSAULT/FIGHT	8	MOTORIST ASSIST
17	ASSIST OTHER AGENCY	8	NUISANCE VIOLATION
0	BUILDING INSPECTION	1	OPEN DOOR
7	BURGLARY	1	PARKING COMPLAINT
22	CHECK THE WELL BEING	2	PEACE DISTURBANCE
2	CIVIL MATTER	5	POWER OUTAGE
4	CONTACT MESSAGE	16	PROPERTY DAMAGE
11	DISTURBANCE-PHYSICAL/VERBAL	1	PROWLER
17	DOMESTIC	4	SHOPLIFTER
1	DRUG OFFENSE	2	SHOTS FIRED
26	ESCORT	16	STEALING
3	EXPARTE VIOLATION	0	STREET DEPT CALL OUT
4	FIRE CALL	0	SUDDEN DEATH
58	FOLLOW UP INVESTIGATION	3	SUICIDAL PERSON
0	FORGERY	9	SUSPICIOUS CIRCUMSTANCES
1	FOUND PROPERTY	11	SUSPICIOUS SUBJECT
1	FRAUD	10	SUSPICIOUS VEHICLE
4	HARASSMENT	2	TRAFFIC COMPLAINT
1	HOTLINE CALL	69	TRAFFIC STOPS
16	INFORMATION	7	TRESPASSING
0	INTOXICATED DRIVER	0	UCR
3	INTOXIICATED PEDESTRIAN	13	WALK THROUGH
6	JUVENILE PROBLEM	25	WARRANT ATTEMPT
1	KEEP THE PEACE	1	WATER SEWER PROBLEM
		1	SEX OFFENSE

OTHER STATS

7,911	Miles driven for the month.	896	Phone calls for service
0	Hours in Court testifing.	49	Walkins to station
4	Hours Court Bailiff.		

Respectfully submitted,

Joe Chase
Chief of Police

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION

Municipality: CITY OF SALEM

Reporting Period: Aug 1, 2021 - Aug 31, 2021

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)

Fines - Excess Revenue	\$50.00
Clerk Fee - Excess Revenue	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00
Total Excess Revenue	\$50.00

Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)

Fines - Other	\$167.50
Clerk Fee - Other	\$0.00
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$4.00
Domestic Violence Shelter surcharge	\$0.00
Inmate Prisoner Detainee Security Fund surcharge	\$4.00
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) - Other	\$0.00
Total Other Revenue	\$175.50

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.

No Data Available

Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$225.50
Bond Refunds	\$0.00
Total Disbursements	\$225.50

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: CITY OF SALEM		Reporting Period: Aug 1, 2021 - Aug 31, 2021	
Mailing Address: 112 E 5TH STREET, SALEM, MO 65560					
Physical Address: 112 E 5TH STREET, SALEM, MO 65560				County: Dent County	
Telephone Number:		Fax Number:			
Prepared by:		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		4	20	21	
B. Cases (citations/informations) filed		0	4	2	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		1	4	2	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	0	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	0	1	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		1	4	3	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		3	20	20	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		4	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		3	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		32			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: CITY OF SALEM	Reporting Period: Aug 1, 2021 - Aug 31, 2021
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs, witness fees, and board bill/jail costs.	
Fines - Excess Revenue	\$0.00	Law Enf Arrest-Local	\$65.50
Clerk Fee - Excess Revenue	\$0.00	Total Other Disbursements	\$65.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$65.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$0.00	Total Disbursements	\$65.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$0.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Sheriffs' Retirement Fund (SRF) surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$0.00		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.

<u>I. COURT INFORMATION</u>		Municipality: CITY OF SALEM		Reporting Period: Aug 1, 2021 - Aug 31, 2021	
Mailing Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560					
Physical Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560				County: Dent County	
Telephone Number: (573)7293931		Fax Number:			
Prepared by:		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		3	33	48	
B. Cases (citations/informations) filed		0	0	0	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		0	0	0	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	0	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	0	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		0	0	0	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		3	33	48	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		0	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		0	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		98			

Monthly Report

September 1, 2021

NOTE – Each item in this report, with a numbered priority, corresponds to the appropriate Action Item in the Economic Development Strategic Plan. Priority numbers are per the 2020 updated list.

ECONOMIC PROSPECTS

New

- Babe – new business, assisting in navigating licensure through state.
- New Horizons - walked through how to access information and stats for Salem & Dent Co
- New Day – visited with individual about needs in the community and walked through how to access information and stats for Salem and Dent County. Also shared lean canvas material which is an alternative way to plan for a business.
- Singularity (state lead) –preference for existing 40K-80K sqft spec building, BUT also looking at 20+ acre greenfield sites – submitted our 25-acre in-process, Certified Site in Masters Industrial Park. – Received follow up from MO Partnership that our site was included in the top 10 greenfield sites submitted to the company.
- Blackbird (state lead) – strict confidentiality, we do not meet any of their criteria - DNR
- Walleye (state lead) – 30 minimum acres with optimal of 70 acres, 6MW ele growing to 46MW within 5 years -Did Not Respond (DNR)

Ongoing – see definitions at the bottom of the page

- 6 – Opportunities (1 Retail, 1 Manufacturing, 1 Senior Services, 1 Edu & Retail, 1 Food Service, 1 Industrial Services)
- 6 – Projects (2 Food Services, 1 Domestic Winery, 2 Manufacturing/Food Service/Ag, 1 Downtown) 1 Ag related business interest has decided not to move forward.
- 2 –Expansions, 3 Retentions

CITY/COUNTY BUSINESS/MERCHANTS LICENSES (calendar year) –

Total 2021 Business, Contractors, Alcohol, etc. Licenses to Date – 334 2020 Total – 346
2019 Total – 363

NEW Business Licenses in Aug: 4

YTD Total Bus Lic-241

2020-267

K & S Cycles, 1004 E Scenic Rivers Blvd., Salem	Stumpwaterboys, 695 St. Rt B, Unit D, St. James
Moreland's Tree Service, 93 Private Ln 315, Salem	Sign Smart LLC, 113 Ichord Ave., Waynesville

NEW Contractors Licenses in Aug: 2

YTD Total Contractors-72

2020-79

Oak Valley Building Solutions, 3950 CR 2400, Salem	Richard Light Electric, 10363 CR 5240, Rolla
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MARKETING ACTIVITIES –

- LocationOne listings of available properties: 28 Buildings and 18 Sites
https://www.salemmo.com/city/government/departments/economic_development/buildings_and_land.php

Definitions:

Leads – Identification of an entity or person who has the interest, and authority to locate a business in Dent Co.

Opportunities – entity or person that has moved beyond a lead by asking for general information about area and possibly a specific location. May include multiple information exchanges.

Project – at least verbal confirmation that a business entity is moving to or opening in Dent Co.

Retention & Expansion – existing business who is seeking assistance to either stay in business, to expand or relocate within the community.





Former Salem Feed & Supply on 72 by Ranch Motel sold to Mid Ozark RC, newly listed - Mercer Excavation and Hilltop Auto on 4th St. (adjacent sites would create 1 acre parcel downtown), 306 Franklin

- Website – Updating Business Directory as new Business/Merchant’s licenses are granted, Updated Wage and Labor Information on Econ Devp pages
- City of Salem MO Facebook page – Monthly Stats: August

Measure	Number	Post Description
Total Page Likes to Date:	1,863	
Total Following Page:	2,016	
Total Post Reach in past 28 days:	9,393	
Total Number of Clicks on Posts:	515	
Total Post Engagement (Reactions, Comments & Shares):	2,868	City Board Seats, 8/24/21
Post with Largest Reach:	4,382	
Largest Number of Post Engagements:	113	
		1% Early Payment Discount Utilities, 8/6/21

BROADBAND (Priority #2) – monitoring ARPA \$, and variety of state and federal \$

HOUSING (Priority #6) -

General Housing Meeting: next meeting Oct 6

FHLB-Affordable Housing Grant: Received follow up questions for grant application. Responded 8/24 – award notification in Dec

SHA Flipping for Community Renewal: 3rd house under remodel, purchased 4th, 5 & 6 under purchase contracts

Love Thy Neighbor –Week of Aug 8-12 -75 boots on the ground volunteers: 7 houses (15 applicants), 3 major projects and 4 smaller. \$80K secured from CARES \$ for next year through Southcentral Missouri Community Action Agency.

Voluntary Residential Demolition Program (Priority #12): Contract awarded to Godi Excavation LLC. Demolition permits in process, Owners have paid their portions, demolition likely to begin week of Sept 7.

CERTIFIED SITE APPLICATION, MASTERS INDUSTRIAL PARK (Priority #13) – Reviewing sample bid documents from another community for timber clearing

CONSTRUCTION TRADES – Submitted Application for the Strong Communities Award by the Federal Home Loan Bank of Des Moines. Funding is \$15K for winners and \$3K for runners up. Application was submitted 8/27, notification of finalists for public voting will occur in September and Award Notification will be in October, 2021.

UPCOMING TRAININGS AND WEBINARS –

- Delta Regional Authority Leadership Session: Final Session - Graduation, In-person, New Orleans, LA, Sept 20-24, 2021

SOUTHCENTRAL REGIONAL ECONOMIC DEVELOPMENT EFFORTS –Social Mixer, Tuesday, September 14, 6-8 pm at Echo Bluff Lodge –This is an effort to pull interested individuals and agencies together.

GENERAL MEETINGS & TRAININGS:

- GRO (Growth in the Rural Ozarks) Housing Meeting
- Visit with NextSite – Contractor with Ameren (Retail and Restaurant recruitment)



- MRDC Annual Meeting & Loan Review (3 loans reviewed & recommended for approval)
- EDA American Rescue Plan Webinar 7/30/2021
- EDA Build Back Better Regional Challenge Webinar 8/2/2021
- Enhanced Enterprise Zone Annual Board Meeting
- Developing Affordable Housing Webinar by Mo Housing Development Commission 8/10/2021
- Salem Area Chamber of Commerce Luncheon

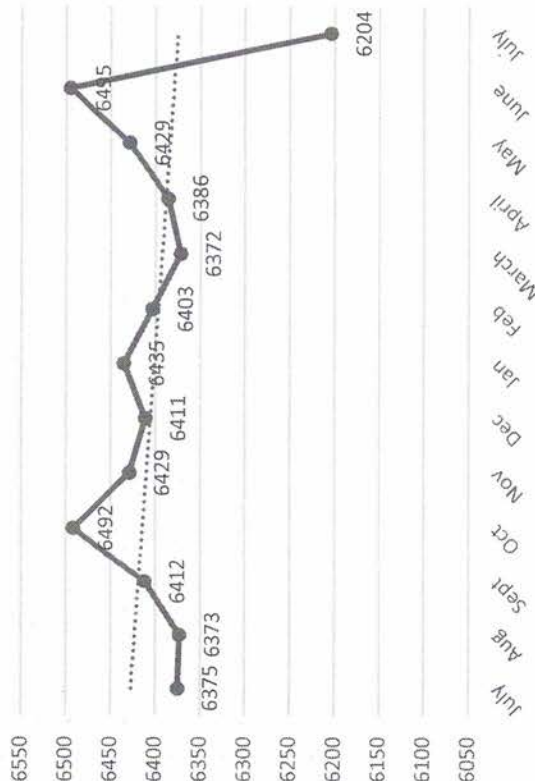
ATTACHED:

1. July Unemployment Graphs – the July numbers show a significant drop across the board for number of unemployed and the number of people in the labor force. I double checked the numbers with the Bureau of Labor Statistics. However, July is the first full month after the discontinuation of the Pandemic Unemployment Assistance in Missouri.

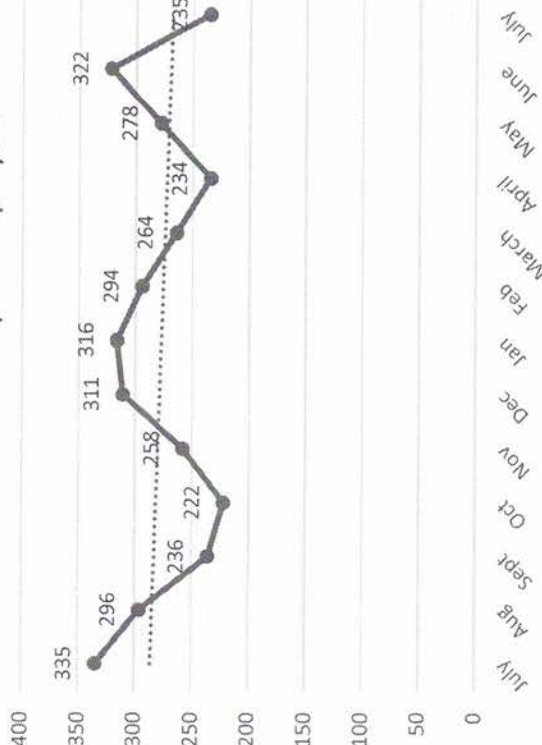
2020-21 Unemployment Rate by Month (13 months)
Dent County / State of Missouri / US



2020-21 Dent County Civilian Labor Force



2020-21 Dent County Unemployed



SPECIAL MEETING
BOARD OF ALDERMEN
CITY OF SALEM, MISSOURI
COMMUNITY CENTER @ THE ARMORY
1200 W. ROLLA ROAD
APRIL 26, 2021
6:45 P.M.

ITEM I: CALL TO ORDER

The Board of Aldermen of the City of Salem, Missouri met for a Special Meeting called by Mayor Brad Nash April 26, 2021 at 6:45 P.M. The meeting was held at the Community Center @ The Armory, 1200 W. Rolla Road. Mayor Nash presided and called the Meeting to Order.

ITEM II: ROLL CALL

Mayor Nash called roll.

Those present:

ALDERMEN

Kenny Nash
Greg Parker
Kim Steelman (Video)
Shawn Bolerjack

OTHER CITY OFFICIALS

Mayor Brad Nash
City Administrator E. Ray Walden, Jr.
Temporary City Clerk Tammy Koller
City Attorney James K. Weber
Public Works Director Mark Nash

Others present: Catherine Dent, John Hambacker and Kevin James.

ITEM III: City Committee Appointments

Appointments were made by Mayor Brad Nash to the Utility Committee. Alderman Shawn Bolerjack was appointed as Chairman. Kevin James, Alderwoman Kim Steelman, Gary Brown, Catherine Dent and John Hambacker were reappointed.

Alderman Parker moved to accept the Utility Committee Appointments.
Seconded by Alderman Bolerjack.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, Steelman, Nash
Nays: None

SPECIAL MEETING
BOARD OF ALDERMEN
CITY OF SALEM, MISSOURI
COMMUNITY CENTER @ THE ARMORY
1200 W. ROLLA ROAD
APRIL 26, 2021
6:45 P.M.
PAGE TWO

ITEM IV: INTRODUCTION AND READING OF BILLS AND RESOLUTIONS

Resolution No.7-2021-A resolution authorizing the Mayor to execute an agreement between the City of Salem, Mo and Global Rental Co. Inc., for the lease of a digger truck.

Temporary City Clerk Koller read Resolution No. 7-2021 in its entirety. Public Works Director Mark Nash discussed the need for the digger truck. The current truck has been red tagged and cannot be used to set poles.

Alderman Parker moved to accept Resolution No.7-2021.
Seconded by Alderman Bolerjack.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, Steelman, Nash
Nays: None

ITEM V: ADJOURNMENT

With no further business to come before the Board of Aldermen, Alderman Parker moved for Adjournment. Seconded by Alderman Bolerjack. All Aldermen present voted in favor. 4-0.

Tammy Koller
Temporary City Clerk

APPROVED:

ATTEST:

Mayor

Tammy Koller
Temporary City Clerk

Date Approved by the Board of Aldermen

REGULAR MEETING
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON
JULY 19, 2021
7:00 P. M.

ITEM I: CALL TO ORDER

The Board of Aldermen of the City of Salem, Missouri met for their Regular Meeting Monday, July 19, 2021, at 7:02 P.M. in the City Hall Council Chambers, 202 N. Washington. Mayor Brad Nash presided and called the meeting to order, led those present in the Pledge of Allegiance and led the evening prayer.

ITEM II: ROLL CALL

Mayor Nash Called the Roll. Those present:

ALDERMEN

Kim Steelman
Greg Parker
Shawn Bolerjack
Kevin James

OTHER CITY OFFICIALS

Temporary City Clerk Tammy Koller
Parks and Recreation Melissa Dubois
Building Inspector Jarred Brown
Chief of Police/Sergeant-At-Arms Joe Chase
Public Works Director Mark Nash
Economic Development Director Sally Burbridge

Absent: City Administrator E. Ray Walden, Jr, excused

Others present: James Darden, Debbie Murphy, Steven Murphy, John Hambacker, and Todd Kinerk.

ITEM III: CONSENT AGENDA

Dept. of Revenue Storm Water/Local Parks Tax June 2021-\$45,117.94
Dept. of Revenue City Tax June 2021-\$120,194.10
Dept. of Revenue Capital Improvements June 2021-\$60,097.11
Municipal Court Report June 2021

Alderwoman Steelman moved to accept the Consent Agenda.
Seconded by Alderman Parker.

REGULAR MEETING
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON
JULY 19, 2021
7:00 P. M.
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Roll Call Vote:

Ayes: Alderman James, Bolerjack, Parker, Alderwoman Steelman

Nays: None

ITEM IV: INTRODUCTION AND READING OF BILLS AND RESOLUTIONS

BILL NO. 3484, AN ORDINANCE TO AMEND CHAPTER 110, ARTICLE II SECTION 110.170. BOARD OF ALDERMEN, OF THE CODE OF ORDINANCES OF THE CITY OF SALEM, MISSOURI.

Temporary City Clerk Koller read the first reading of BILL NO. 3484 in its entirety and second reading by caption only. (NOTE: BILL NO. 3484 was posted in the foyer of the City Administrative Office foyer July 16, 2021, 5:34 P.M. for public inspection).

Alderman Parker moved to approve Bill No. 3484

Seconded by Alderwoman Steelman

Alderwoman asked if there would be a meeting next Tuesday.

Mayor Nash states he would be unavailable to attend the Regular Board of Alderman Meeting if Bill No. 3484 passes due to prior obligations.

Roll Call Vote:

Ayes: Alderman James, Parker

Nays: Alderman Bolerjack, Alderwoman Steelman, Mayor Nash

Bill No. 3484 did not pass as Ordinance 3484

REGULAR MEETING
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON
JULY 19, 2021
7:00 P. M.
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ITEM V: BIDS

Chief Chase discussed the need for a new digital repeater. Officers at times are unable to communicate with other officers and dispatch with the current analog system. The total cost of this project and request is \$41,339.91

Aldерwoman Steelman moved to accept bid from Radio Comm Co. for a new digital repeater.
Seconded by Alderman James

Roll Call Vote:

Ayes: Alderman James, Bolerjack, Parker, Aldерwoman Steelman
Nays: None

ITEM VI: COMMITTEE APPOINTMENT

The Salem Park Board recommends Tiffin Felkerson and Caleb Shepherd.
Salem Airport Board Alderman Appointment, Shawn Bolerjack

Aldерwoman Steelman moved to accept the recommendations.
Seconded by Alderman Parker

Roll Call Vote:

Ayes: Alderman James, Parker, Bolerjack, Aldерwoman Steelman
Nays: None

REGULAR MEETING
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON
JULY 19, 2021
7:00 P. M.
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ITEM VII: NEW AND MISCELLANEOUS BUSINESS

Trailer Court Licenses

Building Inspector Jarred Brown presented a Trailer Court Application from Robert (Joe) Zurfluh, 3106 Old Post Road, Arnold, Missouri. Greenbriar Trailer Court (formerly The Finest Place Five) is under new management and has not passed inspection at this time.

Alderwoman Steelman moved to approve the license once they have passed inspection.
Seconded by Alderman Bolerjack

Roll Call Vote:

Ayes: Alderman James, Parker, Bolerjack, Alderwoman Steelman

Nays: None

ITEM VIII: REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES

E. Ray Walden, Jr., City Administrator (Public Works Director Mark Nash and Mayor Nash gave updates in Walden's absence)

1. Some water meters had broken connectors. Those meters have been replaced. There about 150 meters that still need to be checked.

CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON
JULY 19, 2021
7:00 P. M.
PAGE FOUR

Planning and Zoning

James Darden at 306 E. Franklin has requested that property be rezoned from Commercial to Industrial for use as a mechanic shop. Building Inspector Jarred Brown discussed the concern that once the property is rezoned to Industrial, the next owner could open a business that could be disruptive to the residences in the area. He says that rezoning this property would also be spot zoning and that is not normally done.

ITEM IX: CLOSED SESSION

No closed session due to Attorney Weber being absent.

ITEM X: ADJOURNMENT

With no further business to come before the Board of Aldermen, Alderwoman Steelman moved for Adjournment. Seconded by Alderman Bolerjack. All Aldermen present voted in favor. 4-0.

Tammy Koller
Temporary City Clerk

APPROVED:

ATTEST:

Brad Nash
Mayor

Tammy Koller
Temporary City Clerk

Date Approved by the Board of Aldermen

SPECIAL MEETING
BOARD OF ALDERMEN
CITY OF SALEM, MISSOURI
COMMUNITY CENTER @ THE ARMORY
1200 W. ROLLA ROAD
AUGUST 19, 2021
5:45 P.M.

ITEM I: CALL TO ORDER

The Board of Aldermen of the City of Salem, Missouri met for a Special Meeting called by Alderwoman Kim Steelman and Alderman Shawn Bolerjack August 19, 2021 at 5:45 P.M. The meeting was held at The Community Center @ The Armory, 1200 W. Rolla Road. Alderwoman Steelman presided and called the Meeting to Order.

ITEM II: ROLL CALL

Alderwoman Steelman asked Temporary City Clerk Tammy Koller to call roll.

Those present:

ALDERMEN

Kevin James
Greg Parker
Kim Steelman
Shawn Bolerjack

OTHER CITY OFFICIALS

Economic Development Sally Burbridge
City Administrator E. Ray Walden, Jr.
Temporary City Clerk Tammy Koller
Public Works Director Mark Nash
Chief of Police/Sergeant-At-Arms Joe Chase

ITEM III: INTRODUCTION AND READING OF BILLS AND RESOLUTIONS

RESOLUTION NO. 24-2021-A resolution authorizing the Mayor to enter into an agreement between The City of Salem, Missouri and Casey Jadwin.

Temporary City Clerk Koller read Resolution No. 24-2021 in its entirety.

Alderman James moved to accept Resolution No. 24-2021.
Seconded by Alderman Bolerjack.

SPECIAL MEETING
BOARD OF ALDERMEN
CITY OF SALEM, MISSOURI
COMMUNITY CENTER @ THE ARMORY
1200 W. ROLLA ROAD
AUGUST 19, 2021
5:45 P.M.
PAGE TWO

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Alderwoman Steelman

Nays: None

Resolution No. 24-2021 approved

RESOLUTION NO. 25-2021-A resolution authorizing the Mayor to enter into an agreement between The City of Salem, Missouri and Connie Riggins.

Temporary City Clerk Koller read Resolution No. 25-2021 in its entirety.

Alderman Parker moved to accept Resolution No. 25-2021.

Seconded by Alderman James.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Alderwoman Steelman

Nays: None

Resolution No. 25-2021 approved

RESOLUTION NO. 26-2021-A resolution authorizing the Mayor to enter into an agreement between The City of Salem, Missouri and Tracy and Stephanie Hughes.

Temporary City Clerk Koller read Resolution No. 26-2021 in its entirety

Alderman Bolerjack moved to accept Resolution No. 26-2021.

Seconded by Alderman Parker.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Alderwoman Steelman
Nays: None

Resolution No. 26-2021 approved

ITEM IV: ADJOURNMENT

With no further business to come before the Board of Aldermen, Alderman Parker moved for Adjournment. Seconded by Alderman James. All Aldermen present voted in favor. 4-0.

Tammy Koller
Temporary City Clerk

APPROVED:

ATTEST:

Kim Steelman
Mayor

Tammy Koller
Temporary City Clerk

Date Approved by the Board of Aldermen

SPECIAL MEETING
BOARD OF ALDERMEN
CITY OF SALEM, MISSOURI
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON
AUGUST 23, 2021
7:00 P.M.

ITEM I: CALL TO ORDER

The Board of Aldermen of the City of Salem, Missouri met for a Special Meeting called by Alderwoman Kim Steelman and Alderman Kevin James August 23, 2021 at 7:00 P.M. The meeting was held at the City Hall Council Chambers, 202 N. Washington. Alderwoman Steelman presided and called the Meeting to Order.

ITEM II: ROLL CALL

Alderwoman Steelman asked Temporary City Clerk Tammy Koller to call roll.

Those present:

ALDERMEN

Kevin James
Greg Parker
Kim Steelman
Shawn Bolerjack

OTHER CITY OFFICIALS

Economic Development Sally Burbridge
City Administrator E. Ray Walden, Jr.
Temporary City Clerk Tammy Koller
City Attorney James K. Weber
Public Works Director Mark Nash
Chief of Police/Sergeant-At-Arms Joe Chase

ITEM III: ELECTION OF MAYOR AND OATH OF OFFICE

Alderwoman Steelman asked for recommendations for Mayor. Alderman James recommended Alderwoman Kim Steelman.

Alderman James moved to accept the recommendation.
Seconded by Alderman Bolerjack.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James
Abstain: Alderwoman Steelman

SPECIAL MEETING
BOARD OF ALDERMEN
CITY OF SALEM, MISSOURI
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON
AUGUST 23, 2021
7:00 P.M.
PAGE TWO

ITEM IV: INTRODUCTION AND READING OF BILLS AND RESOLUTIONS

Bill No. 3488- An ordinance to amend Chapter 110, Article II, Section 110.170, Board of Alderman, of the Code of Ordinances of the City of Salem, Missouri.

Temporary City Clerk Koller read Bill No. 3488 in its entirety and second reading by caption only.

Alderman Parker moved to accept Bill No. 3488.
Seconded by Alderman Bolerjack.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James
Nays: None Abstain: Mayor Steelman

ITEM V: ADJOURNMENT

With no further business to come before the Board of Aldermen, Alderman James moved for Adjournment. Seconded by Alderman Bolerjack. All Aldermen present voted in favor. 3-0.

Tammy Koller
Temporary City Clerk

APPROVED:

ATTEST:

Kim Steelman
Mayor

Tammy Koller
Temporary City Clerk

Date Approved by the Board of Aldermen

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P. M.

1. ITEM V: BIDS
2. SUBJECT: Bulbs for Ultra-Violet system at the WWTF
3. DISCUSSION: Total Cost: \$19,386.65

BULBS FOR ULTRA-VIOLENT SYSTEM
AT THE WWTF.



17221 Bel Ray Place
Belton, MO 64012

Phone: 816-388-7440

Fax: 816-388-7434

Ray Lindsey Company

Quote

Date	8/16/2021
Quote No.	Q20153566

Name / Address
City of Salem 1205 S. Wines Salem, MO

Ship To

Cust. P.O.	Est. Ship Date	Rep	Ship Via	FOB	Project/Job
TBD	8/23/2021	EMJ	BEST WAY	FACTORY	

Qty	Item Description	Unit Cost (ea)	Extended Price
48	Trojan PN# 794447-ORD LAMP	396.09	19,012.32
5	Trojan PN# 316144P SLEEVE SEALING O-RING PKG OF 10	1.92	9.60
1	Trojan PN# 327095 PRESSURE INJECTOR FOR ACTICLEAN GEL	151.69	151.69
1	Trojan PN# 901507 ACTI CLEAN CLEANER GEL CASE OF 4	213.04	213.04

Total	\$19,386.65
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Ray Lindsey Company Terms and Conditions Apply

Signature _____

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P. M.

1. ITEM VI (a): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: BILL 3489-AN ORDINANCE OF THE CITY OF SALEM, MISSOURI
TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL
CONFLICTS OF INTEREST FOR CERTAIN MUNICIPAL
OFFICIALS.
3. DISCUSSION:

BILL NO. 3489**ORDINANCE NO. 3489**

AN ORDINANCE OF THE CITY OF SALEM, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:

Section 1. Declaration of Policy.

The proper operation of government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the political subdivision.

Section 2. Conflicts of Interest.

- a. All elected and appointed officials as well as employees of a political subdivision must comply with conflict of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a "substantial personal or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$ 10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$ 5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

Section 3. Disclosure Reports.

Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo., if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The chief administrative officer and the chief purchasing officer also shall disclose by May 1 or the appropriate deadline as referenced in Section 105.487, RSMo., the following information for the previous calendar year:
 - 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by this statement;
 - 2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership units; and the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units or other equity interests;
 - 3. The name, address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 4. Filing of Reports.

The financial interest statements shall be filed at the following times, but no person is required to file more than one financial interest statement in any calendar year:

- a. Each person appointed to office shall file the statement within thirty days of such appointment or employment, covering the calendar year ending the previous December 31.

- b. Every person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31; provided that any member of the Board of Aldermen may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
- c. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.
- d. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

Section 5. Filing of Ordinance

A certified copy of the ordinance, adopted, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

Section 6. Effective Date.

This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 14TH DAY OF SEPTEMBER, 2021.

APPROVED:

ATTEST:

Kim Steelman
Mayor

Tammy Koller
Temporary City Clerk

APPROVED AS TO FORM:

James Weber
City Attorney

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P. M.

1. ITEM VI (b): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: RESOLUTION NO.27-2021-A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND THE MERAMEC REGIONAL PLANNING COMMISSION.
3. DISCUSSION:

RESOLUTION NO. 27-2021

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (CITY) AND THE MERAMEC REGIONAL PLANNING COMMISSION (MRPC).

WHEREAS, the Board of Aldermen of the City of Salem, Missouri (City) desire to enter into an agreement with Meramec Regional Planning Commission for technical assistance on floodplain management.

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

Section 1.

The Mayor is hereby authorized to execute on behalf of the City an agreement between the City and The Meramec Regional Planning Commission for technical assistance for the American Rescue Plan Act (ARPA) Administration/Management.

Section 2.

The City agrees to pay MRPC hourly rates as written in "Attachment A" attached hereto. If the project crosses fiscal years, new hourly rates adopted by the MRPC by the board at the beginning of the new fiscal year will apply to the project.

Section 3.

The agreement will terminate upon completion of the project. The City or MRPC may terminate the contract prior to completion of the project, without cause by giving the other party not less than thirty (30) days written notice thereof. In the event of termination prior to completion of the project, the City agrees to pay the cost of services, rendered by MRPC, and expenses incurred in the performance of the agreement to the effective date of termination.

Section 4.

This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 14th DAY OF SEPTEMBER, 2021.

APPROVED:

ATTEST:

**Kim
Steelman
Mayor**

**Tammy Koller,
Temporary City Clerk**

APPROVAL AS TO FORM:

**James K. Weber
City Attorney**

TECHNICAL ASSISTANCE CONTRACT
FOR AMERICAN RESCUE PLAN ACT (ARPA) ADMINISTRATION/MANAGEMENT
by and between
THE MERAMEC REGIONAL PLANNING COMMISSION
and the

This Agreement is made and entered into on the _____ day of _____, 2021, by and between Meramec Regional Planning Commission, #4 Industrial Drive, St. James, Missouri 65559, hereinafter referred to as "MRPC" and _____, hereinafter referred to as "Client."

The Client has requested MRPC to provide technical assistance in the administration of a:

- _____ a. Community Development Block Grant (CDBG);
- _____ b. Missouri Department of Natural Resources District Grant (DNR Grant);
- _____ c. U.S. Department of Transportation Grant (U.S. DOT Grant);
- _____ d. U.S Economic Development Administration Grant (EDA Grant);
- _____ e. Missouri Department of Economic Development Grant (ED) Grant;
- _____ f. Missouri Department of Economic Development Action Fund Loan (MDED Loan);
- X g. Other: AMERICAN RESCUE PLAN ACT (ARPA) Federal Recovery Funds

Administration/Management

Such a grant or loan, as the case may be, may be referred to herein as the "Project."

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to Client. MRPC shall provide the services of one or more of its employees to the Client for purposes of providing administration of the above described grant/loan from the agency or organization herein above specified, including:

- e. MRPC will provide grant administration services as required by the applicable rules of the agency grant;
- g. Other services described in "Attachment A: Scope of Work" attached hereto.

2. Client to Supply. The Client agrees to supply MRPC with all needed information and documentation necessary for MRPC to thoroughly and completely administer the project. The Client agrees to respond in a timely manner to all requests involving this project. Specifically, the Client shall:

- a. Provide all criteria and full information as to client's requirements for the project and furnish copies of all documents related to the project.
- b. Assist MRPC by placing at his disposal all available information pertinent to the project, including previous reports and any other data relative to the project.
- c. Give prompt written notice to the MRPC whenever Client observes or otherwise becomes aware of any development that affects the scope of timing of the MRPC's services.
- d. Bear all costs incidental to compliance with requirements of Section 2.

3. Independent Contractor. Both the Client and MRPC agree that MRPC and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither MRPC nor the Client shall have the authority to obligate or bind the other without the express written consent of the other party.

4. Confidential Information. MRPC agrees that any information received by MRPC and its employees and representatives during the term of this agreement, and at any time thereafter, concerning the personal, financial, or other affairs of a private individual or business will be treated by MRPC in full confidence and will not be revealed to any other person, firm, or corporation without the express consent of the Client, or where otherwise required by law, regulation, legal process or the state's Open Meetings Law.

5. Client to Hold Harmless MRPC. The Client will hold harmless MRPC and the agents, employees, and representatives of MRPC from all liability and claims of liability arising out of or incident to MRPC's performance of its obligations under this agreement, excepting MRPC's negligence or intentional misconduct. The Client further warrants and agrees that all data and information provided to MRPC in conjunction with the grant or loan application, and in conjunction with MRPC's performance of its obligations hereunder, is true and correct, and MRPC, its agents and representatives and the agency herein above described may rely upon its accuracy for purposes of processing the grant or loan application and throughout the completion of said project. Client releases and fully discharges MRPC and its employees and representatives from any and all liability or claims of liability arising out of or incident to the compilation of such information and data and the processing and analysis thereof. The Client further acknowledges that MRPC and its employees and representatives have made no warranty as to the viability of the Client's loan or grant application, and no assurance as to its approval or acceptance by the designated agency has been made. Client acknowledges that the decision to proceed with the application and the technical assistance and services to be provided under this agreement have been the sole and exclusive decision of the Client, and the Client releases MRPC and its employees and representatives from all liability or claims of liability in the event of disapproval of the application or revocation thereof for reasons relating to the Client.

6. Time of Performance. MRPC shall promptly proceed with its obligations under this agreement and use reasonable efforts to complete same within a reasonable time. MRPC will provide services to the Client so long as the grant is active, unless either party terminates this contract. Client acknowledges and agrees, however, that MRPC shall not be bound by time limitations specified by the Client or imposed by the Client's agreements with third parties. No performance bond shall be required of MRPC. MRPC's services pursuant to the terms of this agreement shall be concluded upon approval of the grant or loan application, and closing final audit of the grant or loan, as the case may be, or in the event that any such application be denied, upon receipt of the appropriate agency's written denial of such application.

7. Consideration. In consideration for the services provided by MRPC hereunder the Client agrees to pay MRPC at the following hourly rates: For June 2021: Clerical \$42.00; Technical Level #1 \$55.00; Technical Level #2 \$49.00; Management \$62.00; Fiscal Officer \$67.00; Assistant Director \$68.00; and Executive Director \$87.00. For the months of July 2021-June 2022: Clerical \$42.00; Technical Level #1 \$56.00; Technical Level #2 \$50.00; Technical Level #3 \$48.00; Management \$64.00; Fiscal Officer \$69.00; Assistant Director \$70.00; and Executive Director \$90.00. Because this is a multi-year project, hourly rates will be adjusted annually after June 2022 and when approved by the MRPC board. Additionally, Client will be billed for actual attorney fees, advertising costs associate with this project and postage for large mailings, should any be done. MRPC shall periodically invoice the Client for fees and expenses as same are incurred in a timely manner. In the event that MRPC is called upon to provide other and additional services to those required for the application and/or administration of the grant or loan, as the case may be, such services will be paid for by the Client at MRPC's then current hourly rates for the services provided. If the project crosses fiscal years, new hourly rates adopted by the MRPC board at the beginning of the new fiscal year will apply to the project.

8. Termination of Agreement. This agreement will terminate upon the completion of the project as herein above identified; except that either MRPC or the Client may terminate this contract prior to completion of the project, without cause by giving the other party not less than thirty (30) days written notice thereof. In the event of termination prior to completion of the project, the Client shall pay the cost of services rendered by MRPC, and expenses incurred in the performance of this agreement to the effective date of termination.

9. Equal Employment Opportunity. MRPC and Client agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment on account of the project, due to race, color, religion, sex, age, handicap, or national origin. MRPC and Client would take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, religious affiliation, sex, age, handicap, or national origin. Such action shall include, but

not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. MRPC and Client agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.

MRPC and Client will, in all solicitation or advertisements for employees placed by or on behalf of MRPC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, religious affiliation, sex, handicap, or national origin.

MRPC and Client will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. Compliance with Applicable Law and Regulation. In MRPC's performance of this agreement, and in the Client's performance of its obligations and responsibilities under the project, each party shall comply with all applicable laws and regulations, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation, including but not limited to the following:

- a.) **Equal Employment Opportunity.** In addition to Section 9 above, the Client & MRPC during the performance of this contract agree as follows, when applicable:
 - i.) The Client and MRPC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - ii.) The Client and MRPC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - iii.) In the event of the Client or MRPC's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Client or MRPC may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

iv.) The Client and MRPC will include the provisions of paragraphs (i) through (iv) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Client and MRPC will take such action with respect to any subcontract or purchase order as directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Client or MRPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Client or MRPC may request the United States Government to enter into such litigation to protect the interests of the United States.

b.) Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

c.) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, familial status or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

d.) Section 503 of Rehabilitation Act of 1973, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds, who are subject to Section 503, must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers:

- i) MRPC will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. MRPC agrees to take affirmative action to employ, advance in employment and to otherwise treat qualified handicapped individuals without

discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

- ii) MRPC agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii) In the event of MRPC's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv) MRPC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state MRPC's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- v) MRPC will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that MRPC is bound by terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi) MRPC will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. MRPC will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

e.) Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients of Federal funds, who are subject to Section 504, must certify to compliance with all provisions of this Section.

f.) Age Discrimination Act of 1975. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

g.) Interest of MRPC and Employees. MRPC covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. MRPC further covenants that, in the performance of this Contract, no person having any such interest shall be employed.

h.) Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.

i.) Illegal Immigrants. Both the Client and MRPC understand and accept responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.555 (illegal immigrants) to ensure that “no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.” Client and MRPC further certify that any contract awarded by them, related to this agreement, will require the contracted business entity to comply with the references mentioned above. Both the Client and MRPC understand that failure to comply with this requirement will subject them to the penalties described in the references mentioned above.

11. Incorporation of Certain Provisions in Contract Documents. The parties agree that where applicable, provisions of this agreement relating to Executive Orders 11246 and 12086, and the required notice and disclosure provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, will be incorporated in all contracts necessary to complete the project. Unless specifically exempted by the rules or regulations or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 and 12086, the Parties, where applicable, will cause the notice and disclosure provisions of such Executive Orders to be contained in all contracts binding subcontractors and vendors for the project. MRPC will take such action with respect to any subcontract or vendor contract as may be directed by the Secretary of Labor, as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event MRPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, MRPC may request the United States to enter into such litigation to protect the interests of the United States.

The Client acknowledges that compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations issued under 24 C.F.R. Part 135, and all applicable rules and orders of the Department of Housing and Urban Development shall be a condition of federal financial assistance provided to the project, where applicable, and binding upon the Client and recipient of any such assistance. Client further acknowledges that failure to fulfill the requirements of 24 C.F.R. Part 1 through 5 shall subject the Client and any recipient of assistance, together with contractors, subcontractors, and vendors, to sanctions specified in any applicable grant or loan agreement or other contract through which federal assistance is provided, and to those sanctions which are specifically enumerated in 24 C.F.R. Part 1 through 5. Client acknowledges that neither MRPC nor the Client may contract or subcontract with any party where it has notice or knowledge that the party has been found in violation of the regulations issued under 24 C.F.R. Part 1 through 5, and neither MRPC nor the Client may approve any contract or subcontract unless the party thereto has provided MRPC and the Client, as the case may be, with a preliminary statement of ability to comply with the requirements of the regulations issued under 24 C.F.R. Part 1 through 5.

12. Conflict of Interest. No member of the governing body or board of the Client, and no other officer, employee, or agent of the Client, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, shall have any personal financial interest, direct or indirect, in the project or this agreement.

13. Authority to Enter into Agreement - Binding Affect. Both MRPC and the Client have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

14. Enforcement - Costs of Collection. In the event Client should default in the payment of any sum due hereunder or in the performance of any obligation on its part to be performed, and in the event MRPC should retain or engage an attorney or attorneys to collect or enforce or protect its interest with respect to this agreement, the Client shall pay all costs and expenses of such collection, enforcement, or protection, including reasonable attorney's fees.

15. Governing Law. This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

16. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by prepaid United States registered or certified mail, with return receipt requested, addressed, as the case may be, to MRPC at #4 Industrial Dr., St. James, Missouri 65559; and to the Client at City of _____, Attn: _____,

Address: _____; or to such address as any party shall designate to the other from time to time in writing forward in like manner.

17. Captions. The captions of various sections and paragraphs of this agreement have been inserted only for the purpose of convenience, and such captions are not a part of this agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict the provisions of this agreement.

18. Amendments. No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

19. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

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

MERAMEC REGIONAL PLANNING COMMISSION

By: _____

Date: _____

CITY OF _____

By: _____

Date: _____

ATTEST: _____

Date: _____

Attachment A: Scope of Work is attached and is made a part of this contract.

Attachment A: Scope of Services for ARPA Recovery Fund Administration/Management

MRPC will:

1. Ensure full execution and submission of federal funding certification, if needed.
2. Assist with creating/submitting a receiving account for ARPA recover funds, if needed.
3. Facilitate planning discussions on use of funds, eligibility of projects, prioritization of funds to be used by Client.
4. Facilitate discussion on defining community needs, establishing community priorities and determining funds that may be invested in other entities/projects.
5. Assist Client on establishing processes and documentation to support the use of the funds to meet audit requirements;
6. Advise Client on requirements of 2 CFR Part 200 for the financial management of the grant funds;
7. If Client wishes to offer grants, solicit proposals or partner with other entities, MRPC will:
 - A. Prepare and review an investment proposal form/grant application;
 - B. Market/advertise availability of funds through MRPC's website/Facebook and other means agreed to by Client;
 - C. Collect proposal forms, review for eligibility and present those that are eligible to Client for consideration;
 - D. Prepare investment packet for grant subrecipient and work with subrecipient on necessary documentation;
 - E. Present requests for payment to Client;
8. Track all payments and reconcile and report balances to Client.
9. Assist Client with reporting to state or federal government as required. Provide follow-up documentation to state/federal government, as requested.
10. Provide a complete set of all files to the Client, reflecting all activity initiated and funded with ARPA recovery funds;
11. Assist Client in securing an auditor, if a Single Audit is required, and provide information to selected auditor, if needed.
12. Bill Client on a monthly basis for services rendered.
13. Assist with any other grant requirements that may be issued.
14. Be available to answer questions, as needed.
15. Secure legal advice as needed or requested by Client.

If Client wants contract management and oversight services on larger projects (similar to CDBG infrastructure grant administration), that would be covered in a separate contract, for a separate fee for specific work, and that work would not be billed to this fund administration/management contract.

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P. M.

1. ITEM VI (c): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: BILL NO. 3490- AN ORDINANCE ESTABLISHING RATES FOR
ELECTRIC SERVICES PROVIDED BY THE CITY OF SALEM,
MISSOURI.
3. DISCUSSION:

BILL NO. 3490**ORDINANCE NO. 3490**

AN ORDINANCE ESTABLISHING RATES FOR ELECTRIC SERVICES PROVIDED BY THE CITY OF SALEM, MISSOURI.

WHEREAS, THE BOARD OF ALDERMEN IS AUTHORIZED BY ARTICLE II, SECTION 700.130, OF THE CITY CODE TO ESTABLISH ELECTRIC RATES AT ANY TIME,

WHEREAS, THE UTILITY COMMITTEE OF THE CITY OF SALEM RECOMMENDED ELECTRIC RATES BE INCREASED FOR BOTH RESIDENTIAL AND COMMERCIAL CUSTOMERS TO OFFSET THE FINANCIAL IMPACT TO THE CITY OF THE FEBRUARY 2021 WEATHER EVENT,

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:

Section 1.

Section 700.090 of the Salem City Code shall be amended as follows:

- A. Monthly electrical rates for commercial services provided by the City of Salem, Missouri, shall be as follows:

\$0.1060 per kwh with minimum charge of \$42.40 for 400 kwh or less

- B. Monthly electrical rates for residential services provided by the City of Salem, Missouri, shall be as follows:

\$0.1060 per kwh with minimum charge of \$21.20 for 200 kwh or less

Section 700.100 of the Salem City Code shall be amended as follows:

- A. All commercial customers who have a monthly KWD of twenty-five (25) or more shall have a demand meter.
- B. The Salem R-80 School District, churches and the Salem Housing Authority shall be excluded from the requirements of Subsection (A).
- C. All commercial customers who are required to have a demand meter under this ordinance shall be charged the sum of **\$0.0976** per kwh and \$3.42 per kwd unless the customer qualifies for the Employment Incentive Rate provided for in Section 700.110 below, or the Large Industrial Rate provided for in Section 700.120.
- D. The Salem Housing Authority shall be charged the sum of **\$0.0922** per kwh.
- E. The rate charged the Salem R-80 School District shall remain the same.

Section 700.110 of the Salem City Code shall be amended as follows:

A. Any commercial customer which makes application for the Employment Incentive Rate and qualifies as provided herein shall be charged the sum of **\$0.0689** per kwh and \$5.69 per kwd.

1. Any commercial utility customer may apply for the Employment Incentive Rate by contacting the City Utility Office.
2. To qualify for the Employment Incentive Rate, the commercial utility customer must create and attain twenty-five (25) new full-time (40 hours per week) jobs (employees working in Salem facilities) following application. The Employment Incentive Rate will be effective in each month for up to twenty-four (24) total months in which the commercial utility customer maintains the 25 newly created full-time jobs. Verification of new jobs shall be made in accordance with the policies and procedures adopted and put in use by the City Utility Department.

Section 700.120 of the Salem City Code shall be amended as follows:

Any commercial utility customer which operates a manufacturing, warehouse, or wholesale trade facility, as determined by its North American Industry Classification System (NAICS), and uses in excess of 225,000 kwh per month shall be charged the sum of **\$0.0820** per kwh and \$5.12 per kwd.

Section 2.

These rates shall become effective with the bills for September 15, 2021 to October 15, 2021 consumption and are subject to modification at any time by the Board of Aldermen.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, repealed.

Section 3.

This Ordinance shall be in full force and effect from and after September 14, 2021.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND
APPROVED BY THE MAYOR, THIS 14th DAY OF SEPTEMBER, 2021.

APPROVED:

ATTEST:

Kim Steelman
Mayor

Tammy Koller
Temporary City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P. M.

1. ITEM VI (d): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: RESOLUTION 28-2021- A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND RAY WALDEN.
3. DISCUSSION:

RESOLUTION NO. 28-2021

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND RAY WALDEN.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AS FOLLOWS:

Section 1.

The Mayor is hereby authorized to execute, on behalf of the City of Salem, Missouri, an employment agreement between the City of Salem, Missouri and Ray Walden. Said Employment Agreement is hereby attached and marked as "Exhibit A."

Section 2.

This resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 14TH DAY OF SEPTEMBER, 2021.

APPROVED:

Kim Steelman
Mayor

ATTEST:

APPROVAL AS TO FORM:

Tammy Koller
Temporary City Clerk

James Weber
City Attorney

EXHIBIT A

EMPLOYMENT AGREEMENT

This employment agreement entered into this ____ day of _____, 20 __, is between the City of Salem, Missouri, a duly organized municipal corporation, hereinafter referred to as "City", and Ray Walden, hereinafter referred to as "Administrator".

WHEREAS the City has created by ordinance the position of City Administrator of the City of Salem, Missouri and desires to employ Administrator in said position in accordance with the Code of Ordinances of the City of Salem and the terms and conditions as set forth herein, the City and Administrator hereby agree to the following:

1. Employment:

The City hereby employs Administrator, and the Administrator hereby accepts such employment subject to and in accordance with the Code of Ordinances of the City of Salem, specifically referencing but not limited to Chapter 106 (Code of Ethics for Public Officials), Chapter 115 (City Officials), and Chapter 120 (Administration), and the terms and conditions as set forth herein in this employment agreement.

2. Duties:

The Administrator shall perform the duties delegated to the City Administrator described within the City Ordinances. The Administrator shall be in charge of the operations of the City and have full authority and responsibility, subject to the directions and control of the Board of Alderman, for assisting in the formulation of policies and for implementing such policies as established by the City, and all duties as referred within the City Administrator job description approved in the Code of Ordinances of the City of Salem. The Administrator shall accept no outside employment that will interfere with the performance of his duties as City Administrator. In this regard it is the City's intention that the Administrator devotes his full attention towards the fulfillment of the Administrator's obligations under this agreement.

3. Term of Employment:

The term of this agreement shall be for the period commencing on September 1, 2021 and shall expire on August 31st, 2022. In accordance with § 115.540 of the Code of Ordinances of the City of Salem, the person appointed to the position of City Administrator "shall serve for an indefinite period of time". Therefore, this employment agreement shall renew automatically on September 1st of each subsequent year unless cancelled as set forth herein or the Administrator is removed in accordance with § 115.570 of the Code of Ordinances of the City of Salem. Each subsequent renewal of this employment agreement shall be under the same terms and conditions as set forth herein and shall be for a term commencing on September 1 and expiring on August 31 of the following year.

Nothing in this agreement shall be construed to prevent, limit, or otherwise interfere with the right of the City to non-renew the employment of the Administrator at the expiration of the term, or to terminate the services of the Administrator at any time, with or without cause, or with the right of the Administrator to resign from his position as Administrator of the City at any time. Any termination of this agreement in accordance with § 115.570 of the Code of Ordinances of the City

of Salem will be effective immediately, unless otherwise agreed to by both the City and Administrator in writing and signed by both parties.

4. **Termination and Severance Pay:**

a. In the event the City terminates this agreement on or before the expiration of the initial term of this agreement, or before the expiration of a subsequent renewal of this agreement, or fails to renew the employment of the Administrator at the expirations of the term, notwithstanding the Administrator's willingness to continue performing such services for the City, the City shall pay as severance pay a lump sum cash payment equal to the total of four (4) months' aggregate salary, accrued personal leave time, and all other benefits available to employees of the City of Salem upon termination, and shall for a period of four (4) months following such termination continue to underwrite the Administrator's health care plan to the same extent as prevailed immediately prior to such termination; provided, that should the Administrator be terminated for any violation of Chapter 106 of the Code of Ordinances of the City of Salem, the commission of any crime involving moral turpitude, veracity, honesty or personal gain, or a felony offense, or engage in misconduct in the performance of his official duties, the City shall have no obligation to pay any such severance pay.

b. Except as otherwise agreed by the parties, the Administrator shall give the City (30) days' written notice of any voluntary resignation from employment hereunder. In the event of such voluntary resignation and subject to paragraph "c" below, the provisions of paragraph "a" above shall not apply and this contract shall expire on the effective date of such resignation.

c. If at any time during the term of this agreement:

(1) A majority of the Board of Aldermen votes to terminate Administrator at a duly authorized public meeting for any reason other than commission of any crime involving moral turpitude, veracity, honesty or personal gain, or a felony offense, or engage in misconduct in the performance of his official duties, when Administrator is ready, willing and able to perform the duties of Administrator;

(2) The City reduces base salary, compensation or other financial benefits applicable to Administrator, unless such reduction applies no greater percentage than the average reduction of all department heads of the City;

(3) The Administrator resigns following an offer to accept resignation, whether formal or informal, by an Alderman as representative of the majority of the Board of Aldermen at any time the Administrator is ready, willing and able to perform the duties of City Administrator;

THEN, in such events, the Administrator may at his election deem his employment hereunder to have been terminated within the meaning of paragraph "a" of this section and, the City shall forthwith make payments and provide the benefits required under such paragraph "a".

d. In the event either party shall decide that they do not desire to renew this contract at the conclusion of its term, said party desirous of non-renewal shall give the other party 30 days' notice of said intent. Otherwise, both parties shall negotiate in good faith for renewal of this contract upon terms agreed upon by the parties hereto.

5. **Disability:**

If the Administrator becomes permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of thirty (30) successive days beyond any accrued sick leave, or for twenty (20) business days over a thirty (30) day period after exhaustion of accrued sick leave, the City shall have the option to terminate this agreement, consistent with all applicable federal and state laws pertaining to required leave, disabilities and accommodations. Provided, in any such event the Administrator shall be compensated for any accrued and compensable sick leave, personal leave time, holidays, and other accrued benefits, but Administrator shall not be entitled to any severance pay or further compensation under section 4 of this agreement.

6. **Salary:**

The City shall pay to Administrator as compensation for his services hereunder an annual base salary of \$ **78,832.00** payable in installments as such intervals as other City employees are paid. During the initial term and any subsequent renewal term of this agreement, the Administrator shall receive an annual cost of living increase, which shall be an identical increase as the other city employees receive during each fiscal year. During any automatic subsequent renewal of this agreement, Administrator's base salary shall be adjusted to account for any annual cost of living increase previously earned under this agreement.

7. **Other Monetary Benefits:**

- a. **Vehicle allowance.** The City shall provide the Administrator with a vehicle for use for City business and to and from Administrator's residence, City shall maintain said vehicle.
- b. **Deferred compensation.** The City has a deferred compensation program thru LAGERS available for participation by Administrator.
- c. **Health Insurance.** The City shall provide hospitalization, surgical, and comprehensive medical insurance for the Administrator, as provided to all City employees with the same deductibles and copays.
- d. **Merit Increases.** The Administrator may also be entitled to a merit increase in salary as determined by the Board of Aldermen pursuant to their review in August of each year.

8. **Leave and other benefits:**

- a. Upon the commencement date of the contract term the Administrator shall have three (3) weeks paid vacation leave time and shall be entitled to such other additional paid leave earned during the course of his employment.
- b. Group insurance and all other benefits provided to other City employees shall be made available to the Administrator on like terms and conditions.
- c. In addition to any deferred compensation payment made pursuant to Section 8 b. of this agreement, the Administrator may elect to allocate any part of his total compensation to a retirement, deferred compensation or similar program of his choice.

9. **Professional Development:**

- a. The City shall budget for and pay the professional dues and subscriptions incurred by the Administrator for his participation in such national, regional, state and local associations or organizations as the Administrator deems necessary, subject to the approval of the Board of Aldermen.
- b. The City shall budget for and pay the travel and subsistence expenses incurred by the Administrator in the course of his attendance at or participation in such meetings, conferences or other functions as he deems necessary to adequately discharge official and ceremonial functions on behalf of the City.
- c. The City shall budget for and pay the travel and subsistence expenses incurred by the Administrator for short courses, seminars and institutes which he deems necessary for his professional development and are in the best interests of the City, subject to the approval of the Board of Aldermen.

10. **Other terms and conditions of employment:**

- a. In addition to benefits specifically enumerated in this agreement, all policies and procedures of the City relating to personal leave time and sick leave, retirement and pension system contributions, holidays and other benefits and working conditions, as they now exist or may hereafter be amended, shall apply to the Administrator in the same way as to other employees of the City, except that Administrator shall have three weeks paid vacation at the commencement of this contract.
- b. The City, in consultation with the Administrator, may fix any such other terms and conditions of employment relating to performance of the Administrator as it deems appropriate for time; provided, that such terms and conditions are not inconsistent with or in conflict with the express provisions of this agreement, City policies and procedures or any other law or regulation. No such additional terms or conditions shall be effective unless first reduced to writing and furnished to the Administrator as mutually agreed by the Administrator and the City.

11. **Performance evaluation:**

The Board of Aldermen shall review and evaluate the performance of the Administrator annually in July of each year, based upon the performance goals established by the Board in consultation with the Administrator, and may evaluate such performance more frequently, if determined necessary by the Board of Aldermen or requested by the Administrator. The President of the Board of Aldermen and the Administrator shall meet prior to any findings to discuss the Administrator's self-evaluation of the prior year. The President of the Board of Aldermen shall furnish to the Administrator a written summary of the findings of the Board and shall afford the Administrator an adequate opportunity to discuss such findings and evaluations with the Board.

12. **Bond:**

The City shall bear the full cost of any fidelity or other bonds required of the Administrator.

13. **Special Provisions:**

The City of Salem shall bear the costs of providing a cell phone to Administrator during the term of this contract.

14. **General Provisions:**

a. The text herein shall constitute the entire agreement between the parties. Any modification of this agreement shall be in writing and signed by both parties.

b. Other than those provisions relating to the Administrator's obligations to serve as the City Administrator, this agreement shall be binding upon and inure to the benefit of the heirs and executors of the Administrator.

c. Except as expressly provided herein, neither party shall assign rights or delegate duties arising from this agreement without first obtaining the express written consent of the other.

d. This agreement shall be governed by the laws of the State of Missouri. In the event that any provision or portion of this agreement shall be determined to be unconstitutional, invalid, unenforceable, or unlawful, that provision shall be severed from this agreement and the remainder of this agreement shall not be affected and shall remain in full force and effect.

e. In implementing any provision of this section, the parties agree to abide by all applicable law.

To the above and foregoing terms and conditions, the parties execute this agreement on the day and date above written.

CITY OF SALEM

By: _____
Kim Steelman, Mayor

ATTEST:

Tammy Koller
Temporary City Clerk

"ADMINISTRATOR"

Ray Walden

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14 2021
6:00 P. M.

1. ITEM VI (e): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE CONTRACT CHANGE ORDER NO. QSAL09072 BETWEEN THE CITY OF SALEM, MISSOURI (CITY) AND NEXGRID (CONTRACTOR) FOR ELECTRIC AMI METERS.
3. DISCUSSION:

BILL NO. 3491

ORDINANCE NO. 3491

AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE CONTRACT CHANGE ORDER NO. QSAL090721 BETWEEN THE CITY OF SALEM, MISSOURI (CITY) AND NEXGRID (CONTRACTOR) FOR ELECTRIC AMI METERS.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1.

That the Mayor is hereby authorized to sign on behalf of the City of Salem, Missouri, Project Change Order No. QSAL090721 between the City and Nexgrid for electric meters and modules presented in "Exhibit A" incorporated herein.

Section 2.

The cost of the change order shall be \$7,041.96.

Section 3.

That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

This Ordinance shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 14TH DAY OF SEPTEMBER 2021.

APPROVED:

ATTEST:

Kim Steelman
Mayor

Tammy Koller
Temporary City Clerk

APPROVED AS TO FORM:

James K. Weber
City Attorney

Exhibit A



Salem, MO

QUOTE

Quote # QSA090721
SOW #
PO #
Erin Scalph

915 Maple Grove Dr
Suite 200
Fredericksburg, VA 22407
Toll Free: 1-833-NEXGRID
Fax: 540-328-9895

Date: September 7, 2021


Item	Part Number	Description	QTY	Unit Price	Extended Price
Electric AMI					
1	intelaMeter I210+c 2S 200 RD	Aclara I210+c Form 2S 200 Meter & intelaMeter Communication Module with RD	16	\$175.59	\$2,809.44
2	intelaMeter I210+c 2S 320	Aclara I210+c Form 2S 320 Meter & intelaMeter Communication Module	4	\$189.12	\$756.48
3	intelaMeter kV2c EPS 9S 20	Aclara kV2c EPS Form 9S 20 Meter & intelaMeter Communication Module	8	\$289.67	\$2,317.36
4	intelaMeter kV2c EPS 16S 200	Aclara kV2c EPS Form 16S 200 Meter & intelaMeter Communication Module	4	\$289.67	\$1,158.68
				Subtotal:	\$7,041.96

Final System Cost: \$7,041.96

Terms

Customer is responsible for all shipping and receiving charges from POO Fredericksburg VA. Executed PO must be received a minimum of 90 days prior to delivery date.
Finance terms: 50% due in advance, remaining balance due upon hardware delivery, net 30 with approved credit. Late payments will be assessed a late fee of one and one-half percent (1.5%) per month on outstanding balances. Service hours and customary expenses will be billed as incurred on a monthly basis.
All Nexgrid products include a 2 year limited warranty, all other hardware carries manufactures standard warranty.
The prices quoted above are applicable only to a firm, non-cancelable Purchase Order received within the Effective Period for the Products listed above.
Customer shall be responsible for all standard and customary travel related expenses and per diem.
Taxes, Import Fees, VAT and any other unknown government or transportation charge is the responsibility of the customer. Quotes are valid for 30 days.

Nexgrid


Signature

Erin Scalph
Name

9/7/2021
Date

Customer

Signature

Name

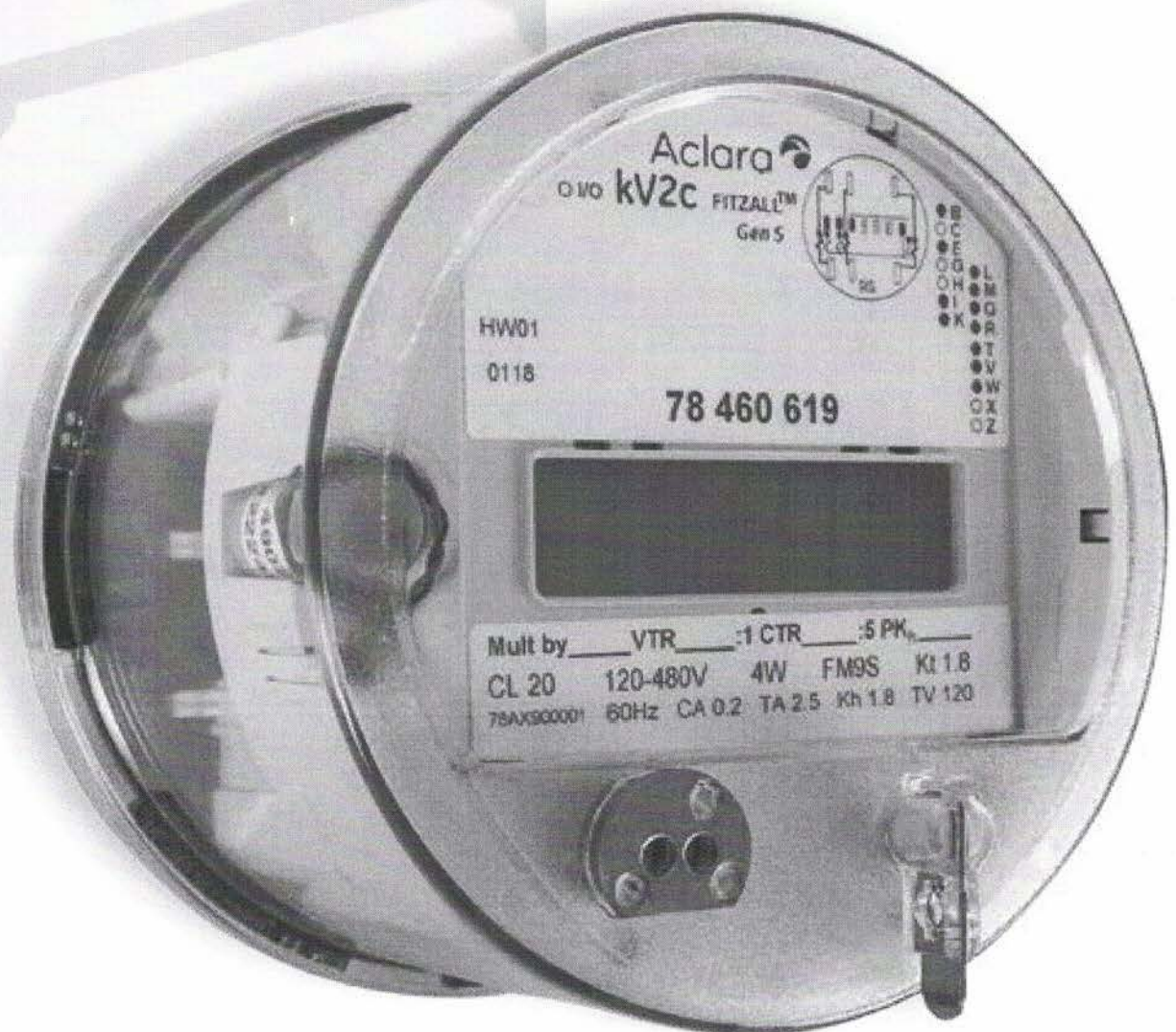
Date

End of Quotation



Aclara kV2c™ Electric Smart Meter Commercial and Industrial

Aclara metering products have over 100 years' heritage of providing reliable and robust metering solutions to utility companies and their customers. That tradition of excellence continues with the fifth generation of kV2c.



Aclara kV2c™ Electric Smart Meter

Commercial and Industrial

Aclara's fifth generation kV2c™ meter is designed for revenue class metering in commercial and industrial applications. This new generation of meter moves beyond revenue metering to real time instrumentation, true power quality monitoring and real cost of service measurements. Whether you are metering the simplest energy rate or collecting critical quality of service and load analysis information on a polyphase or a singlephase circuit, there is a kV2c meter configuration to meet your needs.

ELECTRICITY METER FOR ALL YOUR FUTURE NEEDS

The Aclara kV2c meter family is one of the most widely accepted ANSI® commercial and industrial meters with over 2 million units deployed in the field since its introduction. The robust revenue-grade meter design is based on Aclara's cutting edge technology that provides high accuracy and reliability. This fifth generation kV2c has eight times the processing power and three times the memory of previous models. This allows for future upgrades and new applications without having to replace the meter.

KEY BENEFITS

- Reliable and accurate cash register for utilities
- Revenue assurance using diagnostic and event tools
- Low maintenance and high accuracy over the life of the meter
- Strong overvoltage capabilities – Twice the operating voltage to absorb the system events of the grid
- Adaptive and versatile meter with bidirectional and four quadrant measurements
- Smart metering functions such as Time of Use, demand metering and reactive measurement
- Advanced power quality monitoring
- Robust meter security and standards compliance
- Polyphase Remote Disconnect is available for unique utility applications

RELIABILITY

- Over 130 years of experience designing and building electricity meters
- Robust revenue-grade watt-hour and demand meter with advanced recording options
- Based on Aclara's high-quality technology, providing 0.2% accuracy and reliability
- Highly Accelerated Life Testing assures the reliability of the meter over the life of the meter
- Provide utilities with tools to lower operational cost and provide accurate metering solutions

SMART CONFIGURATION

- Customize advanced metering options to suit customer needs and complex rate requirements.
- Versatile programming softswitches allowing the selection of advanced functionality such as expanded recording features, harmonic analysis, time of use, load profile, and power quality measures.
- Options available to provide totalization capability and pulse outputs.
- Tamper detection tools and installation verification capabilities to automatically catch errors, wiring changes, tampering, and billing issues.

SOLUTIONS FOR THE MOST DEMANDING APPLICATIONS

Aclara's most advanced electricity metering product, the kV2c, delivers world class capability for revenue metering and protection, power quality and cost of service measurements..

RELIABLE METERING

In this dynamic time of regulatory scrutiny and customer engagement, you can rest assured by the product and the company behind the product. We have ANSI and ISO certified labs to ensure that our product design and manufacturing processes yield a robust and reliable product.

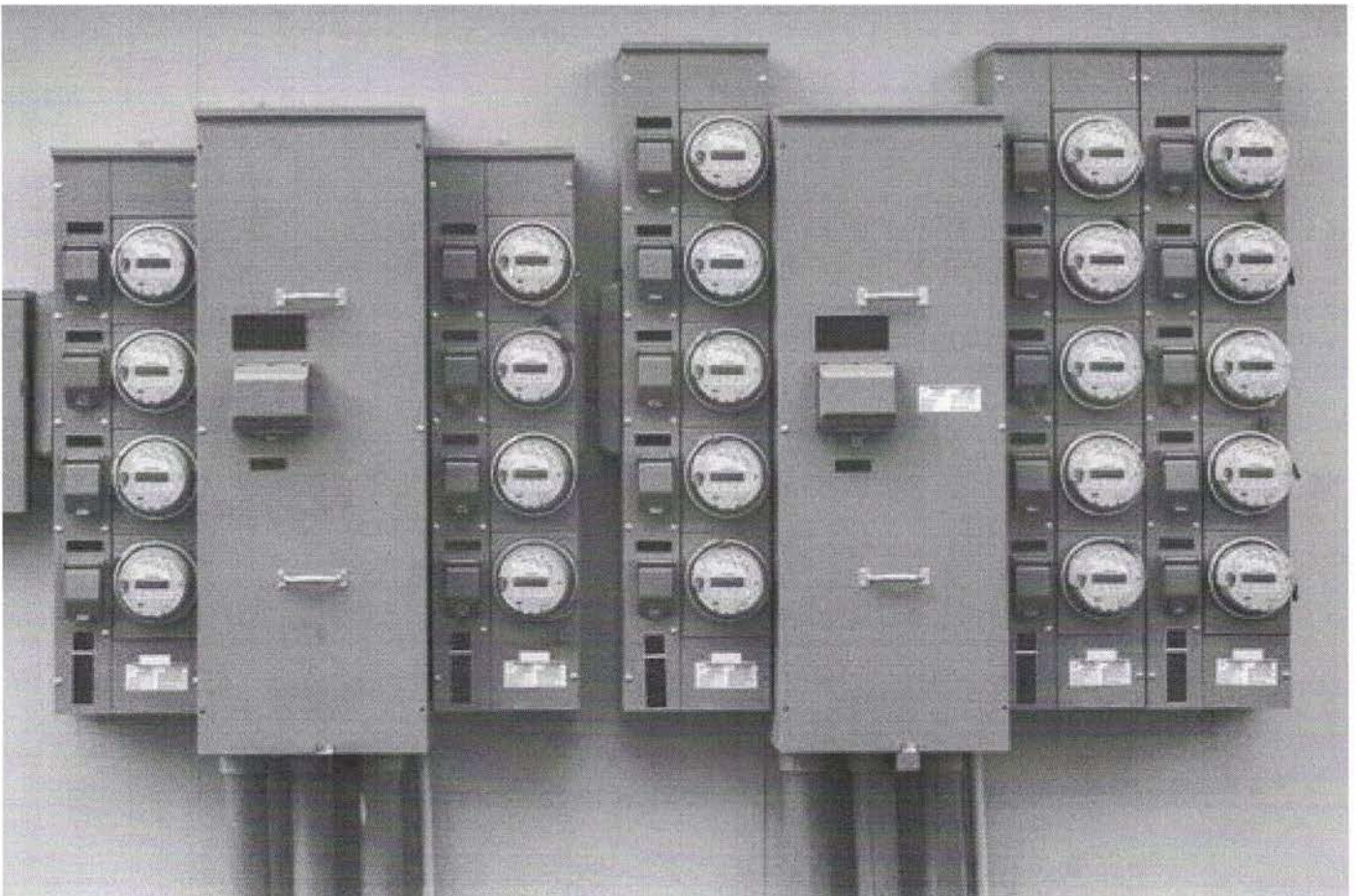
Our testing procedures go well beyond the ANSI and IEC requirements for which we design to, including some of the most aggressive internal standards. We include world-class Radio Frequency (RF) communications expertise to ensure that our meter products are hardened to withstand even the harshest of RF environments without sacrificing the quality or integrity of the metrology or the communications technology

ACCURATE & DEPENDABLE

With an accuracy class of 0.2%, the Aclara kV2c meter provides outstanding capabilities for accuracy. With Aclara's Highly Accelerated Life Testing we are replicating the normal wear and tear that would normally be experienced over the usable lifetime of the product in a shorter amount of time.

INTEGRITY OF SUPPLY

Having a partner that can provide assurance in supply is critical when a utility begins a mass deployment of meters. Aclara's process focus and rigor around supply chain excellence minimizes the risk to the utility, giving them confidence to manage installation crews and provide accurate scheduling to customers. Aclara dual sources all components and in many instances from different countries. This reduces our risk of parts obsolescence impacting our meters as well it helps us in the case of a catastrophic event.



TECHNICAL SPECIFICATIONS

Available Forms	CL20:	3S, 4S, 9S, 36S, 45S
	CL100:	16S (With Remote Disconnect only)
	CL200:	1S, 2S, 12S, 16S, 25S
	CL320:	2S, 12S, 16S
Accuracy	Exceeds +/- 0.2% Certified Class Accuracy Typical Watt Loss: 0.8W @ 120V / 1.7W @ 480V	
Voltage	120 to 480 Volts Auto-ranging	
Current	Class 20, 100, 200, and 320	
Frequency	50 or 60 Hz	
Temperature	-40°C to 85°C	
Relative Humidity	<95%	
Weight	2.5 to 3.9 lbs.	
Dimensions	6 ½" Wide by 8 ¼" Deep	
Display	Supports 6 Characters Up to 75 displayed items Modes: Normal, Alternate, Test and Site Genie (Diagnostics) 3 Character Display Label Phase Voltage Indicators	
KYZ Option Boards	Simple I/O – 2 form C outputs, 1 form A output & 1 RTP Multiple I/O – 2 form C outputs, 6 form A outputs, 4 pulse inputs & 1 RTP	
Standards	ANSI C12.1, C12.10, C12.16, C12.18, C12.19, C12.20 FCC Class B emissions UL2735*	

METROLOGY AND DATA CAPACITY

- 5 Accumulators
- 10 Coincident Demands
- Demand (Block, Rolling or Thermal)
- 20 Channels of Load Profile Data (1,5,15,30 or 60-minute intervals)
- 384kB of Load Profile Storage (Days recorded depends on number of channels, i.e. 5 channels of 15 minutes = 306 Days)
- Energy Data (Wh, VARh & VAh)
- Instrumentation Data (Voltage, Current, Temperature and Frequency)
- Time of Use (4 periods & 4 seasons, 3 daily rates plus holiday, 5 billing and demand measures per period)
- Comprehensive Event Logging
- Remote Configuration and Firmware updates over the air

*No UL2735 Certification for 16S CL100 with Remote Disconnect



Residential Electrical Metering

Advanced ANSI metering for the Smart Grid



Aclara's I-210 product line continues the tradition to bring innovative and flexible technology solutions that cover all your metering needs from basic electronic energy-only meters to highly-flexible smart metering solutions that provide advanced functionality to meet the evolving Smart Grid system needs.

Aclara's family of meters go beyond meeting your complex business challenges. The advanced, powerful and easy-to-use meters give you an extra edge in the energy business. You can look forward to realtime instrumentation, power quality monitoring and easy access to critical information. All these add up to give you higher productivity, improved efficiency and reduced energy costs.

KEY BENEFITS

- Reliable and accurate cash register for utilities
- AMR/AMI Plug-n-Play functionality
- Multiple communication technologies tied to AMI systems provide reliable data in a timely manner
- Smart metering functions such as Time of Use demand metering and service switch capabilities
- Demand side management through pre-payment and demand limiting features
- Advanced functions such as reactive measurement and, IEEE reliability indices measurement
- Robust meter security and standards compliance

COMMUNICATIONS

- Broad AMI/AMR Plug-n-Play options - RF Mesh, Power line carrier, Cellular, etc
- Allows interchangeability of AMR/AMI Plug-n-Play options
- Supports connectivity and integration with 3rd party communications solutions providers

Single Phase Meters



I-210+c

FULL FEATURED, SMART GRID
ENABLED METERING

This is Aclara's flagship residential meter product, offering demand, load profile, TOU, service switch, and a full complement of communication options.



I-210+

VALUE PACKED SMART GRID
FUNCTIONS

World class accuracy and reliability in a solid-state kWh meter platform package. Available with a service switch, as well as a wide array of communications options.

SMART CONFIGURATION

- Ability to customize advanced metering options to suit customer's needs
- Configure load profile, time of use and demand metering capabilities
- Versatile programming Softswitches allowing the selection of advanced functionality such as power quality measurement and reactive power measurement
- Service Switch option improves operational efficiency and addresses issues such as demand side management, remote repayment systems, and controlled outage restoration

RELIABILITY

- Robust revenue-grade watt-hour and demand meters
- Based on Aclara's cutting edge technology providing typical 0.2% accuracy, and reliability
- Enable utilities with tools to lower operational cost and provide accurate metering solutions

RELIABLE METERING

In this dynamic time of regulatory scrutiny and customer engagement, you can be assured of the product and the company behind the product. We have ANSI and ISO certified labs to ensure that our product design and manufacturing processes yield a robust product every time.

Our testing procedures go well beyond the ANSI and IEC requirements for which we design to, including some of the most aggressive internal standards in the market place today. We now have included world-class Radio Frequency (RF) communications expertise to ensure that our meter products are hardened to withstand even the harshest of RF environments without sacrificing the quality or integrity of the metrology or the communications technology.

ACCURATE & DEPENDABLE

Typically measured at +/- 0.2%, the Aclara I-210 family of meters provides best-in-class capabilities for accuracy. Combined with the low starting watts, the utility can have confidence in the metered value and measured electricity usage.

INTEGRITY OF SUPPLY

Having a partner that can provide assurance in supply is critical when a utility begins a mass deployment of meters. Aclara's process focus and rigor around supply chain excellence minimizes the risk to the utility, giving them confidence to manage installation crews and provide accurate scheduling to customers.

BROAD COMMUNICATIONS SUPPORT

The I-210 family has been designed to allow for the interchangeability of AMR/AMI modules and cover the broadest range of possible AMI communication technologies including RF Mesh, Cellular, Power Line and Ethernet. Modules can be added at the Aclara factory, after the fact, or replaced with another compatible module if the meter is redeployed.



ACLARA'S iiDEAS® OPERATIONAL DATA MANAGEMENT PLATFORM

iiDEAS integrates head-end and meter data management into one unified application. Ideas aggregates AMI meter data with existing utility applications and offers a single, customizable interface for personnel to access the critical data they need to better manage their distribution infrastructure, optimize operations and improve service reliability.

AMI meter data is significantly enhanced by the aggregation of data from such systems as GIS, OMS, CIS and SCADA. iiDEAS uses standard interfaces such as MultiSpeak and CIM to integrate with these systems. iiDEAS also provides a range of advanced analytics including loss analysis, transformer analysis, voltage analysis and fault detection and localization.

Full featured, Smart Grid Meter

I-210+c

SMART GRID ENABLED, CONSUMER FRIENDLY METERING

Aclara's most advanced residential electricity metering product line, the I-210+c, delivers Smart Grid capability for today and the future. Derived from our industry leading commercial and industrial product line, the kV2c, the I-210+c benefits from our advanced metrology capability and lessons learned from over 10 years of solid state metering design. All the way down to the advanced microprocessor, the I-210+c contains much of the advanced polyphase functionality that Aclara has been known for. We have also added capability that makes the I-210+c the referenced residential product line in the industry.

CAPABILITY

Designed for today's dynamic rate structures, the I-210+c provides capability for demand, load profile, and TOU recording, along with a number of other power quality and demand response related functions. Configurable to support various metering quantities, this meter supports delivered (+), received (-), and net metering for distributed generation.

ADVANCED FUNCTIONALITY

With the addition of the fully rated 200 amp service switch, the meter is capable of pre-payment metering without all the historical cost associated with card readers or other legacy pre-payment technology. Load limiting and emergency conservation modes set this meter apart when working in conjunction with a demand response program. Having the capability to be remotely configured, as well as being firmware upgradeable, this product serves today's needs, as well as tomorrow's evolving requirements.

COMMUNICATIONS

Designed to specifically accommodate the communications technology required to support a Smart Grid, the I-210+c has the same electrical and mechanical interface as our I-210+ platform, making communications interchangeable and interoperable between these two residential metering platforms.



FEATURES & BENEFITS

- Customize advanced metering options through SoftSwitches
- AMR/AMI Plug-n-Play designed to accommodate:
 - Radio Frequency Mesh (RF Mesh)
 - Radio Frequency Point-to-Multipoint
 - Cellular communications
 - Ethernet
- Advanced functionality such as:
 - time-of-use, insensitive demand, load profile recording, event logging, voltage sag/swell recording
- Typical accuracy: within +/- 0.2%
- Service Switch to improve operational efficiency and address issues such as:
 - Demand side management
 - Remote prepayment systems
 - Controlled outage restoration
- Low starting watts; capture energy consumption at levels typically not registered by electromechanical meters
- Low burden, which minimizes utility system losses
- Patented tamper algorithm to detect tamper-by-meter inversion
- Meets or exceeds ANSI C12.1, C12.10, C12.20, C37.90.1 and UL 2735

AMR/AMI PLUG AND PLAY COMMUNICATIONS

Multiple communication options on the I-210+c allows greater customer choice. Ideally optimized for RF Mesh, PLC, 3G/4G point-to-point communication technologies, the I-210+c can cover a wide variety of communication scenarios.



Utility Communication

- Radio Frequency Mesh (RF Mesh),
- Power Line Communications (PLC),
- Cellular Communications
- Ethernet



Utility Monitoring
& Control Center

Value packed, Smart Grid Meter

I-210+

LOAD MANAGEMENT

The I-210+ is one of the most popular single phase meters among US utilities for residential metering installations. Equipped with a fully-rated 200A service switch, this meter platform is ideal to provide basic load management functionality.

RELIABILITY

The I-210+ has enjoyed tremendous success in the marketplace for smart meters, with over 10 million units shipped since 2009. This product is the industry benchmark for quality and reliability, having passed both internal and external validation tests for billing accuracy. At Aclara, we have an unprecedented testing and validation process to ensure that our products are robust and exceed the industry standard ANSI requirements.

We have substantial expertise in wireless communications and the testing that is required to ensure that our meters perform flawlessly, even in the harshest of radio frequency (RF) environments.

COMMUNICATIONS

The I-210+ has the same electrical and mechanical interface as our I-210+c platform, designed to specifically accommodate Smart Grid communications technology, making communications interchangeable and interoperable between these two residential metering platforms. Multiple RF Mesh and PLC communication technologies are supported with a newly updated power supply.



FEATURES & BENEFITS

- AMR/AMI Plug and Play designed to accommodate: RF Mesh, RF Point-to-Multipoint, PLC, Ethernet
- Typical accuracy: within +/-0.2%
- Service Switch to improve efficiency and address:
 - demand side management
 - remote prepayment systems
 - controlled outage restoration
- Low starting watts; capture energy consumption at levels
- typically not registered by electromechanical meters
- Low burden, which minimizes utility system losses
- Meet or exceeds ANSI C12.1, C12.10, C12.20, C37.90.1

Factory Integrated Communication Options for I-210+ and I-210+c Meters

AMI Technologies	Type	I210+	I210+c
Aclara TWACS	PLC	•	
Aclara Synergize® RF	RF P2MP	•	
Itron Single ERT HP (54-56ESS)	1-way RF AMR	•	
Itron Triple ERT HP (57ESS)	1-way RF AMR		•
Itron EVDO & HSPA	Cellular (3G)		•
Sensus Flexnet™	RF P2MP		•
Silver Springs Networks® NIC 410	RF Mesh		•
Silver Springs Networks® NIC 510	RF Mesh		•
Silver Springs Networks® MicroAP	Cellular & RF Mesh		•
Trilliant RPMA	RF P2MP	•	•
Trilliant SecureMesh™	RF Mesh	•	•

Note 1 : Optional UL Certified Meter

Full featured, Secure Metering Software

MeterMate

SMART GRID ENABLED, CONSUMER FRIENDLY METERING

Aclara's innovative MeterMate™ software suite enables meter administrators to easily configure and manage Aclara meters. Each software component in the MeterMate suite is optimized to address the different aspects of a meter's lifecycle. MeterMate program creation software enables the user to effortlessly configure the meter's basic and advanced functionality, ranging from creating a simple demand program and setting up the meter display to configuring the meter's I/O and alerts. With MeterMate reading and programming software, a user can read, program and perform real-time instrumentation and power quality monitoring on a meter, via a variety of different communication methods such as local OPTOCOM, remote telephone, RS-232/485 and IP communications.

The MeterMate software also supports many functions such as:

- Analysis of load profile data
- Firmware upgrades
- Exporting of meter data to the MV-90 HHF format
- Configuration for automatic remote meter reading
- Direct table reads
- Conversion of meter configuration to an XML file format for AMI over-the-air configuration
- Comparison of a configuration from the database to a configured meter
- Opening and closing the meter service switch
- Importing and exporting of load profile data, event log data, configurations and security codes



FEATURES & BENEFITS

- One software suite to configure and read from the Aclara portfolio of meters: kV family, I-210 family and SGM3xxx family
- Supports the ANSI C12.19 communication protocol
- Multiple methods to communicate with meters: USB & RS232 OPTOCOM, RS485, Modem
- Modular configuration workflow that enable the reuse of frequently used configuration settings and measurements
- Various reports to display information for meter management, auditing, billing and monitoring power quality
- Command line interface and batch-control enabling automated and scheduled meter operations
- Configurable role-based access control security

Residential Meter Selector

	Product Characteristics	I-210+ Basic Energy	I-120+c																																										
1	Meter Functionality	<ul style="list-style-type: none">Real Energy Consumption Management	<ul style="list-style-type: none">Real Energy Consumption ManagementReactive Energy Consumption MeasurementApparent Energy Consumption MeasurementVoltage Measurement (Min, Avg, Max)Sag/Swell MeasurementOutage Count and Duration																																										
2	ANSI Models	<table><thead><tr><th>FORM</th><th>CLASS</th><th>VOLTS</th></tr></thead><tbody><tr><td>1S</td><td>100</td><td>120 & 240</td></tr><tr><td>2S</td><td>200 & 320</td><td>240</td></tr><tr><td>3S & 3CS</td><td>20</td><td>120 & 240</td></tr><tr><td>4S</td><td>20</td><td>240</td></tr><tr><td>12S</td><td>200 & 320</td><td>120 & 240</td></tr><tr><td>25S</td><td>200 & 320</td><td>120 & 240</td></tr></tbody></table>	FORM	CLASS	VOLTS	1S	100	120 & 240	2S	200 & 320	240	3S & 3CS	20	120 & 240	4S	20	240	12S	200 & 320	120 & 240	25S	200 & 320	120 & 240	<table><thead><tr><th>FORM</th><th>CLASS</th><th>VOLTS</th></tr></thead><tbody><tr><td>1S</td><td>100</td><td>120 & 240</td></tr><tr><td>2S</td><td>200 & 320</td><td>240</td></tr><tr><td>3S & 3CS</td><td>20</td><td>120 & 240</td></tr><tr><td>4S</td><td>20</td><td>240</td></tr><tr><td>12S</td><td>200 & 320</td><td>120 & 240</td></tr><tr><td>25S</td><td>200 & 320</td><td>120 & 240</td></tr></tbody></table>	FORM	CLASS	VOLTS	1S	100	120 & 240	2S	200 & 320	240	3S & 3CS	20	120 & 240	4S	20	240	12S	200 & 320	120 & 240	25S	200 & 320	120 & 240
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3	Soft-Switches to upgrade meter function	<ul style="list-style-type: none">Optional Softswitches can be loaded in the factory or by the user to activate advanced functions:O — Activates communication capability with AMR/AMI modulesS2 — AMI/AMR calculated demand displayed on meter LCDV2 — Simple Voltage Event monitor in addition to a display of RMS momentary voltage on the 3 lower LCD digits	<ul style="list-style-type: none">Optional Soft-switches can be loaded in the factory or by the user to activate advanced functions:A2 — Activates communication capability with AMR/AMI modulesE2 — Activates Event Log Recording (up to 200 Events)K2 — Activates Reactive/Apparent Energy Consumption recordingN2 — Activates DemandQ2 — Activates Instrument RecordingR2 — Activates LP recording (up to 4 channels)T2 — Activates TOU recordingV2 — Activates Sag/Swell monitor and recording																																										
4	AMR Interface (Factory enabled or installed by customer)	<ul style="list-style-type: none">Quadrature PulseSPI Format-1 dataSPI Format-2 dataPSEM Communications	<ul style="list-style-type: none">PSEM Communications																																										
5	Energy Accumulation	<ul style="list-style-type: none">Must specify at time of order either:<ul style="list-style-type: none">Delivered onlyDelivered + ReceivedDelivered - ReceivedReceived onlyCustomer can change selection later using MeterMate	<ul style="list-style-type: none">Specified at time of order for factory programmed meters or configured by the customer using MeterMate. Any two or four of the following energy measurements can be selected:<ul style="list-style-type: none">Delivered only kWhReceived only kWhDelivered + received kWhDelivered - received kWhLagging only kvarh; requires K2 Soft-switchLeading only kvarh; requires K2 Soft-switchLagging + Leading kvarh; requires K2 Soft-switchLagging - Leading kvarh; requires K2 Soft-switchPhasor apparent VAh; requires K2 Soft-switch																																										
6	Cycle Insensitive Demand	<ul style="list-style-type: none">Not available	<ul style="list-style-type: none">Requires T2 & N2 Soft-switches to be enabledProvides an alternative method for calculating the maximum demand in meters equipped with one-way AMR system.The meter maintains the daily maximum demands and the two peaks for the periodDemand is calculated using the programmed method (Block, rolling or thermal)The daily maximum demands are stored in a circular queue.Each entry in the circular queue contains a date																																										
7	Power Quality	<ul style="list-style-type: none">With V2 Softswitch enabled, provides a count of Sag/Swell Events. Value and duration thresholds are programmable	<ul style="list-style-type: none">With Q2 and R2 Softswitches enabled, Min, Max and Average Voltage recording is possible.With V2 Softswitch enabled, provides counts and magnitude recording of Sag/Swell Events with date and time stamped. Value and duration thresholds are programmable. This Sag/Swell Event Log is separate from the Event Log recording provided by the E2 SoftswitchWith E2, R2 and T2 Softswitches enabled, recording of sustained and total outage counts and duration is possible to permit calculation of IEEE Reliability Indices.																																										
8	Back-up power	<ul style="list-style-type: none">Not available	<ul style="list-style-type: none">Back-up power is used to maintain the meter clock during outages. If the R2 or T2 softswitch is required, one of the following back-up power options must be selected:<ul style="list-style-type: none">BatterySupertapBatteryless operation. For batteryless operation, the AMI system must be able to re-synchronize the meter clock after a power outage																																										
9	Service Switch (provide remote controllable disconnection and reconnection of electrical service for residential applications)	<ul style="list-style-type: none">A switching device intended to provide remote controllable disconnection and reconnection of electrical service for residential applicationsFactory installed option, specify at time of orderFull functionality requires two-way AMI moduleSwitch is installed under standard size coverTypical applications include:<ul style="list-style-type: none">Remote disconnect and reconnect of serviceEnergy conservation demand limitingDemand limiting as an alternative to service disconnectionPrepayment meteringOutage management/restorationNote: Energy conservation demand limiting and prepayment metering functionalities are not available on forms 12S and 25S.	<ul style="list-style-type: none">A switching device intended to provide remote controllable disconnection and reconnection of electrical service for residential applicationsFactory installed option, specify at time of orderFull functionality requires two-way AMI moduleSwitch is installed under standard size coverTypical applications include:<ul style="list-style-type: none">Remote disconnect and reconnect of serviceEnergy conservation demand limitingDemand limiting as an alternative to service disconnectionPrepayment meteringOutage management/restoration																																										

Technical Specifications

I-210+ c

Basic Functions

- Single Phase Demand Meter
- Energy management, 4 quantities
- Demand, block or rolling demand
- Fundamental plus harmonic measurements
- Bi-directional energy measurements
- Load Profile recording
- Time of Use Billing Measures
- Four Energy options (Delivered, Received, Delivered+Received, Delivered -Received)
- Tamper detect capability
- Broad communication module options
- Network applications
- Models available for 120 or 240 volt CL 20, CL 100, 200, CL 320 applications.
- 50 or 60 Hz operation

Optional Functions

- Factory integrated Service Switch Capability

Soft-Switch Functions

- The Alternate Communication Soft-switch allows a communication option board to communicate with the meter.
- E₁ Soft-switch
- The Event Log Soft-switch allows the meter to track the most recent 200 events. Use MeterMate™ Program Manager, Diagnostics Editor, to select the event types to be logged and how many occurrences should be tracked, up to a maximum of 200 events. Date and time stamps are included on logged events for Demand/LP or TOU meters
- K₁ Soft-switch
- The kVA and kvar Soft-switch adds kVA(h) and kvar(h) measurement capability.
- N₁ Soft-switch
- The Demand (N₁) Soft-switch adds billing demand calculations.
- Q₁ Soft-switch
- The Instrumentation Measurements Soft-switch enables
- Voltage (L-N): VA (max, min store) for summations, demand, and load profile recording
- RMS voltage measurement for reading and display
- Low potential caution
- Temperature (max, min,avg) load profile recording
- T₁ Soft-switch
- The Time-of-use soft-switch enables TYOU operation
- Up to four TOU periods and four Seasons
- Up to three daily rate schedule types and one holiday schedule
- Up to 80 TOU schedule set points
- Up to 50 programmable dates
- Holidays, season changes, Daylight Savings Time (DST), self-read, and demand reset
- Perpetual calendar handles most dates
- Up to two billing and two demand measures per TOU period
- Self-read actions on specified dates, with or without a demand reset
- V2 Soft-switch
- The voltage Soft-switch activates Sag/Swell monitor and recording

Accuracy

- Typical Accuracy: Within +/- 0.2%
- Starting Watts: 12W @ 240V, 6W @ 120V
- Typical Watt Loss: 0.7 Watts

Rating

- Voltage: 120V - 240V
- Current: Class 100, Class 200, Class 320, Class 20
- Frequency: 50 or 60 Hz

Cover Options

- Polycarbonate over with molded sunshield
- Plain cover without RESET or "D" ring
- With Optocom "D" ring
- With RESET latch and "D" ring

Operation Range

- Voltage: +/- 20%
- Operates over a broad temperature range (-40C through +85C under the cover)

Available Models

- ANSI Form 15, 25, 35, 45, 125, 255
- CL20, CL100, CL200, CL320

Applicable Standards

- Performance meets or exceeds industry standards
- ANSI C12.19
- ANSI C12.1
- ANSI C12.10
- ANSI C12.20
- ANSI C37.90.1
- UL 2735

LCD Display

- 6 large characters to display the main programmed metering quantities



Weights and Dimensions

- Dimensions
- 6.94 in. Max



5.25 in. Max

Approximate Weight

- Meters with service disconnect
- Individual meter 2.0 - 2.4 lbs
- 4 meter pack 9.0 - 10.6 lbs
- Pallet (120 meters) 285 - 340 lbs
- Meters without service disconnect
- Individual meter 1.3 - 1.7 lbs
- 4 meter pack 6.2 - 7.8 lbs
- Pallet (120 meters) 200 - 255 lbs

I-210+

Basic Functions

- Basic function as electronic single phase Revenue Meter
- Four energy options (delivered, received, delivered+received, delivered -received)
- Tamper detect capability
- Broad communication module options
- Network applications
- Models available for 120 or 240 volt CL 20, CL 100, 200, CL 320 applications
- 50 or 60 Hz operation

Optional Functions

- Factory integrated Service Switch Capability

Soft-Switch Functions

- AMR/AMI Communications (AMR/AMI Interface formats include quadrature pulse, PSEM, SPI Format-1 data, SPI Format-2 Data)
- Display AMR calculated Demand value shown on the lower 3 LCD digits
- Simple Voltage Event monitoring in addition to RMS momentary voltage display

Rating

- Voltage: 120V - 240V
- Current: Class 100, Class 200, Class 320, Class 20
- Frequency: 50 or 60 Hz

Cover Options

- Polycarbonate cover with molded sunshield
- Plain cover without RESET or "D" ring
- With Optocom "D" ring

Operating Range

- Voltage: +/- 20%
- Operates over a broad temperature range (-40C through +85C under the cover)

Available Models



- ANSI Form 15, 25, 35, 45, 125, 255
- CL20, CL100, CL200, CL320

Applicable Standards

- Performance meets or exceeds industry standards ANSI C12.1
- ANSI C12.10
- ANSI C12.20
- ANSI C37.90.1

Technical Specifications

I-210+ (cont'd)

Soft-Switch Functions	
5 large characters to display the billing quantities	
	
Weights and Dimensions	
Dimensions 6.94 in. Max  5.25 in. Max	
Approximate Weight	
Meters with service disconnect	
- Individual meter	2.0 - 2.4 lbs
- 4 meter pack	9.0 - 10.6 lbs
- Pallet (120 meters)	285 - 340 lbs
Meters without service disconnect	
- Individual meter	1.8 - 1.7 lbs
- 4 meter pack	6.2 - 7.8 lbs
- Pallet (120 meters)	200 - 255 lbs

Aclara is a world-class supplier of smart infrastructure solutions (SIS) to more than 800 water, gas, and electric utilities globally. Aclara SIS offerings include smart meters and other field devices, advanced metering infrastructure and software and services that enable utilities to predict and respond to conditions, leverage their distribution networks effectively and engage with their customers. Aclara is owned by an affiliate of Sun Capital Partners. Visit us at Aclara.com, phone 800 297 2728 or contact us at info@aclara.com and follow us on Twitter @AclaraSolutions.

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P. M.

1. ITEM VII (A): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT: E. Ray Walden, Jr., City Administrator
3. DISCUSSION:
 - 1) Don Harkey with People Centric
 - 2) Reschedule September 28, 2021 Board of Aldermen Meeting
 - 3) Jeff Meadows Projects Update
 - 3) WWTF Variance Update

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P. M.

1. ITEM VII (b): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT: Kim Steelman, Mayor
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P. M.

1. ITEM VII (b): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT: Mark Nash, Public Works
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P. M.

1. ITEM VIII (a): NEW AND MISCELLANEOUS BUSINESS
2. SUBJECT: LAGERS Annual Meeting
3. DISCUSSION: The annual meeting of LAGERS will be held October 14th and 20th at Tan Tar A Resort, Osage Beach. The City will be sending An employee delegate that is voted on by the employees. The Board of Aldermen need to appoint an employer delegate to attend this meeting.

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P. M.

1. ITEM VIII (b): NEW AND MISCELLANEOUS BUSINESS
2. SUBJECT: FALL CLEAN-UP DATES, OCTOBER 11-15, 2021
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P.M.

1. ITEM IX: ORGANIZATION OF BOARDS AND COMMITTEES
2. SUBJECT: COMMITTEE APPOINTMENTS
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P. M.

1. ITEM X: CLOSED SESSION
2. SUBJECT: Pursuant to Section 610.021(12) of the Revised State Statutes of the State of Missouri pertaining to sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA
SEPTEMBER 14, 2021
6:00 P.M.

1. ITEM XI: ADJOURNMENT
2. SUBJECT: Adjournment of Meeting
3. DISCUSSION:

- (a) Recommend Board Adjourn.
- (b) Recognize motion and second.
- (c) Roll vote:

Alderman Greg PARKER
Alderman Shawn BOLERJACK
Aldерwoman Kala SISCO
Alderman Kevin JAMES

- (d) Board Adjourned.