TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON ST.
FEBRUARY 22, 2022
6:00 P. M.

ITEM I CALL TO ORDER

ITEM II ROLL CALL

ITEM III CONSENT AGENDA.

Mo. Dept. of Revenue City Tax January 2022-$114,289.22
Mo. Dept. of Revenue Capital Improvements January 2022-$57,144.41
Mo. Dept. of Revenue Storm Water/Local Parks January-$42,854.33
City of Salem Park Board Report
September 14, 2021, Regular Meeting Minutes
September 30, 2021, Regular Meeting Minutes

ITEM IV INTRODUCTION AND READING OF BILLS

BILL NO. 3500-AN ORDINANCE TO EXTEND THE PROJECT TIME PERIOD TO ALLOW FOR COMPLETION OF WORK FOR THE DESIGN AND CONSTRUCTION OF TAXILANES FOR T-HANGARS-PHASE 1 ON PROJECT 19-066A-1.

RESOLUTION NO. 4-2022-A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE AFFORDABLE HOUSING PROGRAM SUBSIDY AGREEMENT FOR OWNER OCCUPIED PROJECT BETWEEN THE FEDERAL HOME LOAN BANK OF DES MOINES, RIVERWAYS FEDERAL CREDIT UNION, AND THE CITY OF SALEM, MISSOURI OFFICE OF ECONOMIC DEVELOPMENT FOR THE WELCOME HOME 2021 PROJECT.

TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON ST.
FEBRUARY 22, 2022
6:00 P. M.
PAGE TWO

ITEM V REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES

E. Ray Walden, Jr., City Administrator

Kim Steelman, Mayor

Mark Nash, Public Works

Sally Burbridge, Economic Development

Melissa Dubois, Parks and Recreation

Aldermen Reports

ITEM VI CLOSED SESSION

Pursuant to Section 610.021(1) of the Revised State Statutes of the State of Missouri pertaining to legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communication between a public governmental body or its representatives and its attorneys

ITEM VII ADJOURNMENT

BOARD OF ALDERMEN AGENDA
FEBRUARY 22, 2022
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
FEBRUARY 22, 2022
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

Alderwoman Catherine DENT

Alderwoman Kala SISCO

City Administrator Ray WALDEN

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
FEBRUARY 22, 2022
6:00 P.M.

1. ITEM III: 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.

MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

Date: 02/04/2022

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000

SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2027373291

Distribution Month: January 2022

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the January 2022 collections as follows

Deposit Date	02/07/2022
Tax Type Code	200
TaxType Name	CITY
Bank Name	BANK OF SALEM
Account Number (Last Four Digts)	0117
Tax Distribution	$114,289.22
Interest Distribution	$0.00
Amount Deposited	$114,289.22

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History

Period	2020	2021	2022	2021 Compared to 2020	2022 Compared to 2021
January 2022	$73,470.33	$98,111.74	$114,289.22	$24,641.41	$16,177.48
Year-to-Date	$73,470.33	$98,111.74	$114,289.22	$24,641.41	$16,177.48

You can access the Department's "Local Taxes Financial Statement" for this month at http://dor.mo.gov/business/citycounty.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

Date: 02/04/2022

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000

SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2027373295

Distribution Month: January 2022

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the January 2022 collections as follows

Deposit Date	02/07/2022
Tax Type Code	210
TaxType Name	CITY CAPITAL IMPROVEMENTS
Bank Name	BANK OF SALEM
Account Number (Last Four Digts)	0117
Tax Distribution	$57,144.41
Interest Distribution	$0.00
Amount Deposited	$57,144.41

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History

Period	2020	2021	2022	2021 Compared to 2020	2022 Compared to 2021
January 2022	$36,735.36	$49,055.62	$57,144.41	$12,320.26	$8,088.79
Year-to-Date	$36,735.36	$49,055.62	$57,144.41	$12,320.26	$8,088.79

You can access the Department's "Local Taxes Financial Statement" for this month at http://dor.mo.gov/business/citycounty.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

Date: 02/04/2022

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000

SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2027373345

Distribution Month: January 2022

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the January 2022 collections as follows

Deposit Date	02/07/2022
Tax Type Code	260
TaxType Name	CITY STORM WATER/LOCAL PARKS
Bank Name	BANK OF SALEM
Account Number (Last Four Digts)	0117
Tax Distribution	$42,854.33
Interest Distribution	$0.00
Amount Deposited	$42,854.33

Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History					
Period	**2020**	**2021**	**2022**	**2021 Compared to 2020**	**2022 Compared to 2021**
January 2022	$27,551.39	$36,907.92	$42,854.33	$9,356.53	$5,946.41
Year-to-Date	$27,551.39	$36,907.92	$42,854.33	$9,356.53	$5,946.41

You can access the Department's "Local Taxes Financial Statement" for this month at http://dor.mo.gov/business/citycounty.

If you do not receive your distribution or if you require additional information, contact the Taxation Division at the above address, telephone number, fax number, or e-mail.

City of Salem Park Board Report

February 16th, 2022

Melisa DuBois, Park and Recreation Director

Youth Sports and Programs

- Youth Basketball
  - 1st-2nd grade: 7 teams with 57 athletes
  - 3rd-4th grade: 4 teams with 38 athletes
  - 5th-6th grade: 4 teams with 33 athletes
  - Cheerleading: 14 athletes
  - 60 games played during the month of January at the Salem Community Center @theArmory.

- Skills and Drills Football Camp
  - Salem Parks and Recreation partnered with Salem Tiger Youth Football and Salem High School Football to bring Skills and Drills 3-day football camp to the Salem Community Center at the Armory.
  - 75 athletes participated from 1st-6th grade

- Youth Soccer Registration
  - Registration is now Open until February 21st, 2022. Late registration with a $10 additional late fee until February 27th, 2022.
  - Practices will begin in March and games to follow on Saturdays in April at the Al Brown Multipurpose Field.

- Upcoming
  - Registration for T-ball, Softball, and Baseball
  - Two-week Summer Camp
  - Preforming Arts Camp partnering with OATS (Ozark Actors Theater). Camp will be held at the Civic Theatre.

Grounds and Satellite Parks

- Soccer Complex
  - RFQ (Request for Qualifications) was published in the Salem News, Missouri Municipal League, Facebook, and City of Salem website.

- RFQ Timeline:
  - Issue RFQ — January 18th, 2022
  - Site visit — March 4th, 2022
  - Questions due — March 7th, 2022
  - Written Qualifications due — March 14th, 2022
  - Notification to Firms Selected for Oral Interviews — March 2022
  - Oral Interviews w/Design Team Firm Evaluation Team — April 2022
  - Design Firm Evaluation Team Recommends to Board — April 2022
  - Consideration of Final Approval By Board of Alderman — May 2022

- Al Brown lighting project
  - Project has been approved.
  - Poles are on backorder.

Other Parks and Recreation Business

- Salem Civic Theater Renovations
  - Waiting on electrician to move forward on finishing up the projector room.

- Fence Banner Sponsors
  - Banner opportunities available for summer ball season, Flag Football, and Soccer.
  - See attached sponsor flyer

- Basketball Concession
  - Last minute opportunity to open a small concession in the gym @the Amory. We purchased a used two door commercial refrigerator and purchased inventory from Sam's and Walmart. Supplies that were not used will be used in the summer concessions. The Square system from the pool concession was also used to have the availability to use credit cards and debit cards.

- Pavilion Reservations
  - Reservation can be made at the Salem Community Center @the Armory. Several dates have already been reserved for the upcoming season. Reservation form and payment must be received before date can be reserved.

- Internship
  - Please she attached flyer.

- Meetings
  - Land Development Committee
  - Managers Meeting
  - Alderman Meeting

REGULAR MEETING
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON
SEPTEMBER 14, 2021
6:00 P. M.

ITEM I: CALL TO ORDER

The Board of Aldermen of the City of Salem, Missouri met for their Regular Meeting Tuesday, September 14, 2021, at 7:02 P.M. in the City Hall Council Chambers, 202 N. Washington. Mayor Kim Steelman presided and called the meeting to order and led those present in the Pledge of Allegiance and called on Mr. Walden to lead the evening prayer.

ITEM II: ROLL CALL

Mayor Steelman Called the Roll. Those present:

ALDERMEN	**OTHER CITY OFFICIALS**
Kala Sisco	City Administrator E. Ray Walden, Jr.
Greg Parker	Temporary City Clerk Tammy Koller
Shawn Bolerjack	City Attorney James K. Weber (Zoom)
Kevin James	Chief of Police/Sergeant-At-Arms Joe Chase
	Public Works Director Mark Nash
	Economic Development Director Sally Burbridge

Others present: Donnie Moore, Jeff Meadows, Sherry Lea and Caleb Brubaker.

ITEM III: HEARING OF PERSONS.

Heartland Metal Finishing Management Team (Tammy Walker, Arlen Walker, Brian Brooks and Terris Cates) spoke about the effects of the Pretreatment Program and the effects it will have for a potential buyer. Heartland Metal has been closed since August 27, 2021 due to the Walkers retiring. Brian Brooks is interested in purchasing Heartland but is concerned that flow limits could be too strict. Jeff Meadows with Archer-Elgin says they are in the process of collecting data from other domestic flow users to determine guidelines. Jeff plans to have this process finished by the end of the year.

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

Alderman James moved to accept the Consent Agenda.
Seconded by Alderman Parker.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

ITEM V: BIDS

Josh Hunt presented the need for new bulbs for the Ultra-Violet System at the Waste Water Treatment Facility. The current bulbs are beyond their life expectancy. The total cost of the bulbs is $19,386.65.

Alderman James moved to accept the bid for new bulbs for the Ultra-Violet System.
Seconded by Alderman Bolerjack.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

ITEM VI: INTRODUCTION AND READING OF BILLS AND RESOULUTIONS

BILL NO. 3489-An ordinance of the City of Salem, Missouri, to establish a procedure to disclose Potential conflicts of interest for certain municipal officials.

Temporary City Clerk Koller read the first reading of Bill No. 3489 in its entirety and second reading by caption only. (NOTE: BILL NO. 3489 was posted in the foyer of the City Administrative Office foyer September 13, 2021, 5:20 P.M. for public inspection).

Alderman Bolerjack moved to accept Bill No.3489.
Seconded by Alderman Parker.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

Bill No. 3489 passed as Ordinance No. 3489

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.

Temporary City Clerk Koller read Resolution No. 27-2021 in its entirety and seconded reading in its entirety with corrections. (NOTE: Resolution No. 27-2021 was posted in the foyer of the City Administrative Office foyer September 13, 2021, 5:20 P.M. for public inspection).

Alderman Bolerjack moved to accept Resolution No. 27-2021.
Seconded by Alderman Parker.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

Resolution No. 27-2021 passed.

BILL NO. 3490-An Ordinance establishing rates for electric services provided by the City of Salem, Missouri.

Temporary City Clerk Koller read the first reading of Bill No. 3490 in its entirety and second reading in its entirety with corrections. (NOTE: BILL NO. 3490 was posted in the foyer of the City Administrative Office foyer September 13, 2021, 5:20 P.M. for public inspection).

Alderman Parker moved to accept Bill No. 3490.
Seconded by Alderwoman Sisco.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

Bill No. 3490 passed as Ordinance No. 3490.

RESOLUTION NO. 28-2021-A resolution authorizing the mayor to execute an employment agreement between the City of Salem, Missouri and Ray Walden.

Temporary City Clerk Koller read Resolution No. 28-2021 in its entirety. (NOTE: Resolution No. 28-2021 was posted in the foyer of the City Administrative Office foyer September 13, 2021, 5:20 P.M. for public inspection).

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

Resolution No. 28-2021 passed.

BILL NO. 3491-An Ordinance to authorize the Mayor to execute contract change order No. QSAL09072 between the City of Salem, Missouri and Nexgrid for AMI meters.

Temporary City Clerk Koller read Bill No. 3491 in its entirety and second reading by caption only. (NOTE: BILL NO. 3490 was posted in the foyer of the City Administrative Office foyer September 13, 2021, 5:20 P.M. for public inspection).

Alderman James moved to approve Bill No. 3491
Seconded by Alderman Bolerjack.

Alderman James asked Public Works Director Mark Nash about the need for the meter. Nash explain that purchasing the meters would allow for a few extras if they were needed.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

Bill No. 3491 passed as Ordinance No. 3491

ITEM VII: REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES

E. Ray Walden, Jr., City Administrator

a) Don Harkey with People Centric gave a report of work they have provided. Harkey says the have completed the Path Finder, provided training to employees, worked with the Board of Aldermen, worked on office roll description, and worked on job descriptions.

b) City Administrator Walden asked the Board to reschedule September 28th Board of Aldermen Meeting to September 30th. Mayor Steelman, Alderwoman Sisco, Temporary City Clerk Koller and Mr. Walden will be attending the MML Conference that week.

.

Alderman James moved to approve rescheduling the Aldermen Meeting from September 28, 2021 to September 30, 2021
Seconded by Alderman Bolerjack

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

c) Jeff Meadows with Archer-Elgin with project updates.
1) Hwy J & 72 Extension is delayed due to obtaining pipe.
2) Ballpark and Westwood pumps were damaged upon arrival. Currently working on replacing the damaged pumps.
3) Grant was approved for the soccer fields.
4) Received manholes for Hwy 19 project last week.
5) Working on obtaining data for pretreatment facility.
6) WWTF Variance- Variance process is laid out by DNR. Because of TMDL requirements the only affordable option is to rehab. Phase two should be complete in 2023. If the City choses, they can withdraw from the variance.

Alderman James moved to submit letter to withdraw from variance.
Seconded by Alderwoman Sisco.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

d) City Administrator Walden thanks the board for their approval of Res. No. 28-2021.

Kim Steelman, Mayor

Mayor Steelman explains the additions of Mayor, Aldermen, Public Works and Economic reports to the Agenda. Those reports have been added to the Consent Agenda but moving forward they will be verbal reports at Aldermen Meetings.
Mayor Steelman asks that citizens follow the chain of command with complaints.

Mark Nash, Public Works

a) Had 88 customers on the disconnection list. There are nine on the list as of today.
b) Are working on installing electric and water meters.
c) The Courtesy Car is at the Airport.
d) Will need a canal behind Domino's to redirect Stormwater.

Aldermen Reports

Alderman Greg Parker
a) Asked Public Works Director to make contact with Jan Cunningham.

b) Thanked the Street Department for fixing South Jackson Street.

Alderman Kevin James

a) Would like to see the City focus on City Cleanup.

Alderman Shawn Bolerjack

a) Would like to see the addition of sidewalks in high traffic areas, improvements of crosswalks and improvements on lighting with a focus on the safety of pedestrians.
b) Is looking forward to utilizing the Committees.

Alderwoman Sisco

a) Thanked Public Works Director Nash for having the tree removed on E First Street.
b) Agrees with Alderman Bolerjack on the lighting issues.

ITEM VIII: NEW AND NISCELLANEOUS BUSINESS

The LAGERS Annual Meeting is October 14th -15th in Osage Beach. City Administrator would like the Boards approval to send Temporary City Clerk Koller as the Employer Representative.

Alderwoman Sisco moved to send Temporary City Clerk Koller to the LAGERS Annual Meeting as the Employer Representative.
Seconded by Alderman Parker.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

City Administrator Walden asks the Boards approval of this year's Fall Clean-up dates of October 11-15.

Alderman James moved to approve October 11-15 dates for Fall Clean-Up.
Seconded by Alderman Bolerjack.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

ITEM IX: ORGANIZATION OF BOARDS AND COMMITTEES

Mayor Steelman presented the updated list of Boards and Committees.

Alderman Bolerjack moved to approve the list of Boards and Committees.
Seconded by Alderman James.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

ITEM X: CLOSED SESSION

7:28 P.M., Alderman Parker moved to go into Closed Session for the discussion of Contracts:

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.

Seconded by Alderman Bolerjack.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

ITEM XI: ADJOURNMENT

With no further business to come before the Board, at 8:36 P.M., Alderman Parker moved for Adjournment. Seconded by Alderwoman Sisco.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

Mayor Steelman declared the Meeting Adjourned at 8:36 P.M

_____
Tammy Koller
Temporary City Clerk

APPROVED:

_____
Brad Nash
Mayor

ATTEST:

_____
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
SEPTEMBER 30, 2021
6:00 P. M.

ITEM I: CALL TO ORDER

The Board of Aldermen of the City of Salem, Missouri met for their Regular Meeting Tuesday, September 30, 2021, at 6:00 P.M. in the City Hall Council Chambers, 202 N. Washington. Mayor Kim Steelman presided and called the meeting to order and called on led those present in the Pledge of Allegiance and called on Mr. Walden to lead the evening prayer.

ITEM II: ROLL CALL

Mayor Steelman Called the Roll. Those present:

ALDERMEN	**OTHER CITY OFFICIALS**
Kala Sisco	City Administrator E. Ray Walden, Jr.
Greg Parker	Temporary City Clerk Tammy Koller
Shawn Bolerjack (Zoom)	City Attorney James K. Weber
Kevin James	Chief of Police/Sergeant-At-Arms Joe Chase
	Public Works Director Mark Nash
	Economic Development Director Sally Burbridge

Others in attendance: Nathan Kinsey and Skip Dahms.

ITEM III: HEARING OF PERSONS.

Skip Dahms at 404 W. Fourth Street requested street closure from the end of Fourth Street between McArthur and North Henderson for the Kid's Fall Carnival from 12PM to 4 PM October 2.

Alderman James moved to approve the street closure for the Kid's Fall Carnival. Seconded by Alderwoman Sisco.

Roll Call Vote
Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

Crystal and Ted Kiddy at 805 N Jackson Street are unable to see speeding card due to poor lighting and believes lowering the speed limit on North Jackson will help the situation.

Randy Camden was absent.

ITEM IV: CONSENT AGENDA

Joint Finance & Utility Committee Meeting Minutes August 19, 2021
Mo Dept. of Revenue C.A.R.T Tax September 2021-$18,067.45
Public Works Monthly Report September 2021

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

Roll Call Vote
Ayes: Aldermen Bolerjack, Parker, James, Alderwoman Sisco
Nays: None

ITEM V: INTRODUCTION AND READING OF BILLS AND RESOULUTIONS

BILL NO. 3492-An ordinance amending the annual budget for the City of Salem, Missouri beginning July 1, 2021 and appropriating funds pursuant thereto.

Temporary City Clerk Koller read the first reading of Bill No. 3492 in its entirety and second reading by caption only.

Alderman James moved to accept Bill No.3492.
Seconded by Alderman Parker.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

Bill No. 3489 passed as Ordinance No. 3489

ITEM VI: REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES

E. Ray Walden, Jr., City Administrator

a) Discussed attending the MML Conference September 26-29.
b) City Wide Yard Sale will be this weekend. Maps are available at the Administration Building, Salem News and various other locations.

c) A request has been made to move trick-or-treat to Saturday, October 30. Mayor Steelman believes moving trick-or-treating would not be a good choice due to several businesses have already planned on Sunday, October 31.

Alderman Parker moved to have trick-or-treating Sunday, October 31.
Seconded by Alderman James.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

Kim Steelman, Mayor

a) Will have an update on the City Clerk position soon.
b) Looking into setting up a text service for updates for different community updates.
c) Have been working with Building Inspector Jarred Brown on Policy and Ordinance changes.
d) Will be working with The Salem News on a Mayor Column.

Mark Nash, Public Works Director

a) Working on Jennifer and Molly Street storm water issue.
b) 20 lights have been fixed and changed to LED.
c) Highway 19 South Project is finished.
d) Highway J Project is on schedule.
e) Utility bills were printed today.
f) Working on water leaks.
g) Have 60 work orders for meters to be changed. Will start working on those tomorrow.
h) Crack sealing will begin Monday. Will have the machine for two weeks.

Alderman Report

Alderwoman Sisco
a) Thanked the City for sending her to the MML Conference.

Alderman James
a) Would like to see vegetation and trash cleaned up along State maintained highways
b) Is concerned about cell tower towards the West. City Administrator Walden says the tower may be outside the City but will check with MoDot.
c) Hogan Adam Lane has an overgrowth of vegetation by the bridge and light pole.
d) North Orchard and West Fourth need drains due to standing water.
e) Trees are growing into the light pole at 805 W Glendale.
f) The trailer at West Seventh and North Henderson looks like a tree fell on it and the yard looks like a hay field.

Alderwoman Sisco
a) Referenced the bridge closure on Second Street.

Aldermen Bolerjack
a) Had new members at the Utility Committee Meeting September 23, 2021. There was an update from Archer-Elgin as well.

b) Gave Public Works Director Nash a list of streetlights that are out. Some of the lights are maintained by MoDot.

ITEM VII: NEW AND MISCELLANEOUS BUSINESS

Chief Chase asked for the board's approval to seek a Local Law Enforcement Block Grant. There would be no cost to the City. This grant would provide funding for a two stage gun lock system for patrol vehicles.

Alderwoman Sisco moved to approve seeking the Local Law Enforcement Grant.
Seconded by Alderman James.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

ITEM VIII: CLOSED SESSION

Alderman James moved to go into Closed Session.
Seconded by Alderman Parker.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Parker, James, Sisco
Nays: None

The Board of Aldermen went into Closed Session at 7:16 PM.

ITEM VII: ADJOURNMENT

With no further business to come before the Board, Alderman Parker moved to Adjourn.
Seconded by Alderwoman Sisco. All in favor. Vote: Ayes-4, Nays-0.

Mayor Steelman declared the Meeting Adjourned at 8:03 P.M.

Tammy Koller
Temporary City Clerk

APPROVED:

Kim Steelman
Mayor

ATTEST:

Tammy Koller
Temporary City Clerk

Date Approved by the Board of Aldermen

BOARD OF ALDERMEN AGENDA
FEBRUARY 22, 2022
6:00 P. M.

1. ITEM IV(a): INTRODUCTION AND READING OF BILLS & RESOLUTIONS

2. SUBJECT: ORDINANCE NO. 3500- AN ORDINANCE EXTEND THE PROJECT TIME PERIOD TO ALLOW FOR COMPLETION OF WORK FOR THE DESIGN AND CONSTUCTION OF TAXILANES FOR T-HANGARS-PHASE 1 ON PROJECT 19-066A-1

3. DISCUSSION:

BILL NO. 3500 **ORDINANCE NO. 3500**

AN ORDINANCE TO EXTEND THE PROJECT TIME PERIOD TO ALLOW FOR COMPLETION OF WORK FOR THE DESIGN AND CONSTRUCTION OF TAXILANES FOR T-HANGARS-PHASE 1 ON PROJECT 19-066A-1.

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

Whereas, the parties entered into an Agreement executed by the Sponsor on August 5, 2019, and executed by the Transportation Commission on August 13, 2019, ("Original Agreement") under which the Commission granted the sum not to exceed Eighty-Eight Thousand One Hundred Ten Dollars ($88,110) to the City of Salem, Missouri to assist with Design and Construction of Taxilanes for T-Hangars- Phase 1; and

Whereas, the parties entered into an Amendment #1 to the Original Agreement executed by the City of Salem, Missouri on September 16, 2019, and executed by the Transportation Commission on September 27, 2019, (Amendment #1) under which the Commission granted an additional sum not to exceed Five Hundred Thirty-Six Thousand Eight Hundred Twenty-Eight Dollars ($536,828) to the City of Salem, Missouri to assist with Design and Construction of Taxilanes for T-Hangars-Phase 1;

Whereas, this amendment shall expire and the Transportation Commission shall not be obligated to any part of the costs of the project unless this grant amendment has been executed by the City of Salem, Missouri on or before March 1, 2022, or such subsequent date as may be prescribed in writing by the Commission.

This Ordinance shall be in full force and effect from and after the date of its passage and approval. Read two times, passed and approved on the day of September 20, 2018.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 22nd DAY OF FEBRUARY 2022.

APPROVED:

Kim Steelman
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVED AS TO FORM:

James Weber, City Attorney

Exhibit A

CCO Form: MO18
Approved: 05/94 (MLH)
Revised: 03/17 (MWH)
Modified:

Sponsor: City of Salem
Project No.: 19-066A-1

CFDA Number: CFDA #20.106
CFDA Title: Airport Improvement Program
Federal Agency: Federal Aviation Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
AMENDMENT TO STATE BLOCK GRANT AGREEMENT

AMENDMENT #2

THIS AGREEMENT AMENDMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Salem (hereinafter, "Sponsor").

WITNESSETH:

WHEREAS, the parties entered into an Agreement executed by the Sponsor on August 5, 2019, and executed by the Commission on August 13, 2019, (hereinafter, "Original Agreement") under which the Commission granted the sum not to exceed Eighty-Eight Thousand One Hundred Ten Dollars ($88,110) to the Sponsor to assist with Design and Contruct Taxilanes for T-Hangars-Phase 1; and

WHEREAS, the parties entered into an Amendment #1 to the Original Agreement executed by the Sponsor on September 16, 2019, and executed by the Commission on September 27, 2019, (hereinafter, "Amendment #1") under which the Commission granted an additional sum not to exceed Five Hundred Thirty-Six Thousand Eight Hundred Twenty-Eight Dollars ($536,828) to the Sponsor to assist with Design and Contruct Taxilanes for T-Hangars-Phase 1; and

WHEREAS, the parties wish to extend the project time period to allow for completion of the work.

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

(1) PROJECT TIME PERIOD: Based upon the revised project schedule the project time period of December 31, 2020, will be extended to December 31, 2021, to allow for completion of the work. Paragraph (2) of the Original Agreement is hereby amended accordingly.

(2) ADDITIONAL PROVISIONS:

(A) The project will be carried out in accordance with the assurances

(Exhibit 1) given by the Sponsor to the Commission as specified in the Original Agreement.

(B) This Amendment shall expire and the Commission shall not be obligated to pay any part of the costs of the project unless this grant amendment has been executed by the Sponsor on or before March 1, 2022, or such subsequent date as may be prescribed in writing by the Commission.

(C) All other terms and conditions of the Original Agreement and Amendment #1 entered into between the parties shall remain in full force and effect.

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

Executed by the Sponsor this ___ day of _____, 20___.

Executed by the Commission this ____ day of _____, 20___.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

_____

Title _____

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

CITY OF SALEM

By _____

Title _____

By _____

Title _____

Approved as to Form:

_____

Title _____

Ordinance No._____
(if applicable)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing grant Agreement under the laws of the State of Missouri. Further, I have examined the foregoing grant Agreement and the actions taken by said Sponsor and Sponsor's official representative have been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and the Airport and Airway Improvement Act of 1982, as amended. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said grant constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

CITY OF SALEM

_____

Name of Sponsor's Attorney (typed)

_____

Signature of Sponsor's Attorney

Date _____

BOARD OF ALDERMEN AGENDA
FEBRUARY 22, 2022
6:00 P. M.

1. ITEM IV (b): INTRODUCTION AND READING OF BILLS & RESOLUTIONS

2. SUBJECT: RESOLUTION NO. 4-2022- A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE AFFORDABLE HOUSING PROGRAM SUBSIDY AGREEMENT FOR THE OWNER-OCCUPIED PROJECT BETWEEN THE FEDERAL HOME LOAN BANK OF DES MOINES, RIVERWAYS FEDERAL CREDIT UNION AND THE CITY OF SALEM, MISSOURI OFFICE OF ECONOMIC DEVELOPMENT FOR THE WELCOME HOME 2021 PROJECT.

3. DISCUSSION:

RESOLUTION NO. 4-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE AFFORDABLE HOUSING PROGRAM SUBSIDY AGREEMENT FOR THE OWNER-OCCUPIED PROJECT BETWEEN THE FEDERAL HOME LOAN BANK OF DES MOINES ("BANK"), RIVERWAYS FEDERAL CREDIT UNION("MEMBER") AND THE CITY OF SALEM, MISSOURI OFFICE OF ECONOMIC DEVELOPMENT ("PROJECT SPONSER") FOR THE WELCOME HOME 2021 PROJECT.

WHEREAS, the member and the project sponsor shall be bound by the terms and conditions governing the approval and funding of the application, including any and all representations made in said application as described in the Affordable Housing Program Subsidy Agreement for Owner Occupied Project attached hereto.

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

Section 1.

Project Name: Welcome Home 2021
Project Number: 2021A08070
Member Number: 3840
AHP Subsidy: $500,000
Total Units: 25

Targeting Units:	6	Units below 50 percent median income
	0	Units between 51 to 60 percent median income
	19	Units between 61 to 80 percent median income

Section 2.

Retention Period: 5 years from the date of closing for an AHP-assisted owner-occupied unit, excluding rehabilitation of a unit currently occupied by the owner.

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 22ND DAY OF FEBRUARY 22, 2022.

APPROVED:

Kim Steelman
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

Affordable Housing Program Subsidy Agreement For Owner Occupied Project

The Federal Home Loan Bank of Des Moines ("Bank"), Riverways Federal Credit Union ("member"), and City of Salem Office of Economic Development ("project sponsor") enter into this *Affordable Housing Program Subsidy Agreement For Owner Occupied Project* ("Agreement"), effective February 1, 2022, which sets forth the respective duties and obligations of the Bank, member and project sponsor with regard to the approval and funding of the member's Affordable Housing Program ("AHP") Application ("Application") by the Bank. Throughout this Agreement, the term "AHP Subsidy" or "subsidy" means the funds awarded by the Bank under this Agreement.

This Agreement shall be binding upon the parties and upon any successor in interest to the parties.

1. The member and the project sponsor shall be bound by the terms and conditions governing the approval and funding of the Application, including any and all representations made in said Application. Certain of the Application's features are as follows:

Project Name: Welcome Home 2021
Project Number: 2021A08070
Member Number: 3840
AHP Subsidy: $500,000
Total Units: 25

Targeting Units:	6	Units below 50 percent median income
	0	Units between 51 to 60 percent median income
	19	Units between 61 to 80 percent median income

Retention Period: 5 years from the date of closing for an AHP-assisted owner-occupied unit, excluding rehabilitation of a unit currently occupied by the owner.

Final approval of the grant award is subject to the following condition(s):

The amount of developer fee paid from AHP will be limited to the lesser of $2,000 or 12% of the amount of AHP paid to rehab for each unit in the project.

At least 20% of rehab cost from homeowner or sponsor will be used as permanent funding for each unit in the project.

AHP disbursements will be deferred at the discretion of FHLBDM based on sponsor's adherence to scoring commitments in application including but not limited to Veteran and Special Needs households.

AHP Subsidy Draw Down, Use and Extensions:

(a) 12 month Performance Date: **February 1, 2023**
The AHP subsidy must be likely to be drawn down by the project or used by the project to obtain other financing commitments within 12 months of the date of approval of the application for subsidy funding the project, as determined in the Bank's sole discretion.

(b) 24 month Performance Date: **February 1, 2024**
The Bank will, at its sole discretion, determine whether to extend the time period allowed for expenditure of AHP funds and project completion. Any extension granted will be limited to the time period necessary to address the specific project contingency. The Bank shall cancel

its approval of the project and rescind the funds allocated thereto if an extension is not granted. All subsidy already advanced at the time of the Bank's cancelation of project approval shall be returned to the Bank.

2. *Notification of Applicable Laws and Regulations.* Member and project sponsor acknowledge that they have been notified of and agree to be bound by (i) the Federal Home Loan Bank Act, the rules, regulations, guidelines and statements of policies of the Federal Housing Finance Agency ("FHFA") as may be in effect from time to time, or the regulations in effect from time to time of any successor in interest to the FHFA, as such Act and rules and regulations are incorporated into this agreement pursuant to 12 CFR § 1291.15(c), and (ii) the AHP guidelines and requirements of the Bank or any successor in interest to the Bank as may be in effect from time to time. Member and project sponsor agree that no modifications will be made to the project's specifications, as set forth in the Application, without the prior written approval of the Bank. To the extent the FHFA's applicable regulations are inconsistent with any term or provision of this Agreement; said regulations shall govern the conduct and obligations of the parties.

3. *Funding of Subsidy.* The subsidy shall be used as set forth in the Application approved February 1, 2022. In order to ensure that the approved level of subsidy from the Bank is still warranted at the actual funding date, in conformity with the requirements of the FHFA's applicable regulation, the Bank will evaluate the subsidy level and will only fund that portion of the subsidy deemed necessary by the Bank to fund the project.

4. *AHP Subsidy pass-through.* The member shall pass on the full amount of the AHP Subsidy to the household for which the subsidy was approved.

5. *Use of AHP Subsidy by the member.* The member shall use the AHP Subsidy in accordance with the terms of the member's approved Application for the subsidy, the requirements of the FHFA's applicable regulations, and the Bank's policies and procedures.

6. *Use of AHP Subsidy by the project sponsor.* The project sponsor agrees to use the AHP Subsidy in accordance with the terms of the member's approved Application for the subsidy, the requirements of the FHFA's applicable regulations, and the Bank's policies and procedures.

7. *Project sponsor qualifications.* The project sponsor must certify at application, disbursement, and Project Completion Reporting that it meets the project sponsor qualifications criteria established by the Bank's policies and procedures and that it has not engaged in, and is not engaging in, covered misconduct as defined by in FHFA's Suspended Counterparty Program regulation (12 CFR part 1227).

8. *Cash Back to household.* A Member may not provide cash back to a household at closing on the mortgage loan in an amount exceeding $250, except for reimbursement of eligible items paid outside of closing. "Cash back" includes reimbursement of down payment monies, deposits, or earnest money. "Cash back" also includes any loans, collections, judgements, or other financial obligations of the household paid to facilitate the home purchase that is not a typical closing cost. If the settlement statement or other closing documents show cash back to the homebuyer in an amount greater than $250, then the Member must provide documentation showing that the cash back was used to pay down the principal of the mortgage loan or as a credit toward the household's monthly payment on the mortgage loan.

9. *Remedies for Noncompliance:*

   (a) *Elimination of project noncompliance* –

      i. Cure. The Bank shall notify the project sponsor in writing of project noncompliance with the commitments set forth in the project application. The project sponsor or owner shall make a reasonable effort to cure the noncompliance within the time to cure specified in the written notice of noncompliance. If the project sponsor or owner fails to cure the noncompliance to the satisfaction of the Bank, in its sole discretion, within the time set forth in the written notice, the Bank may require project modification in accordance with paragraph (ii) of this section or the repayment of subsidy to the Bank, if project

modification is not feasible.

ii. *Project modification.* The Bank shall determine, in its sole discretion, whether the circumstances of the project noncompliance can be eliminated through a modification of the terms of the AHP application pursuant to FHFA regulations and AHP program requirements. Upon notice from the Bank of the need for project modification, the project sponsor or owner agree to modify the project as required by the Bank within the time specified by the Bank.

10. *Recovery of subsidy for member noncompliance.* The member shall repay to the Bank the amount of any AHP subsidy (plus interest, if appropriate) not used in compliance with the commitments or terms in the member's AHP application or applicable FHFA regulations as a result of the actions or omissions of the member.

11. *Subsidy not necessary.* To the extent not recovered and repaid to the Bank pursuant to paragraph 9 above, the project sponsor or owner shall repay directly to the Bank that portion of the subsidy that the Bank determines, based upon its periodic review or monitoring of the Project, is not, or was not, necessary for the Project. If delegated by the Bank, the member shall recover from the project sponsor, as appropriate, and repay to the Bank that portion of the AHP Subsidy that the Bank determines, based upon its periodic review or monitoring of the project, is not, or was not, necessary for the project; provided, however, that such repayment is pursuant to paragraph 9 and 10 above.

12. *Project monitoring.* The member and project sponsor shall comply with the applicable monitoring requirements as established by the Bank's policies and procedures pursuant to FHFA regulations.

13. *Satisfactory Progress.* During the period of construction or rehabilitation of the project, the member must take the steps necessary to determine whether reasonable progress is being made towards completion of the project. The member must ensure the sponsor reports to the Bank, at least semi-annually, on the status of the project. Within one year of the disbursement to the project of the entire subsidy, the project sponsor must review the project documentation and certify to the Bank that (i) the subsidy has been used according to the commitments made in the Application, and (ii) the AHP-assisted units are subject to deed restrictions or other legally enforceable retention agreements or mechanisms as specified in paragraph 15 below.

14. *Transfer of AHP obligations:*

    (a) *To another member.* The member shall make best efforts to transfer its obligations under the Application and this Agreement to another member in the event of its loss of membership in the Bank, prior to the Bank's final disbursement of the subsidy.

    (b) *To a nonmember.* If, after final disbursement of AHP subsidies to the member, the member undergoes an acquisition or a consolidation resulting in a successor organization that is not a member of the Bank, the nonmember successor organization assumes the member's obligations under its approved application for AHP Subsidy, and where the member received an AHP subsidized advance, the nonmember assumes such obligations until prepayment or orderly liquidation by the nonmember of the subsidized advance.

15. *Owner-occupied units – required provisions for retention agreements.* The member shall ensure that where a household receives AHP subsidy for purchase, purchase in conjunction with construction, or purchase in conjunction with rehabilitation, of an owner-occupied unit, the unit is subject to a deed restriction or other legally enforceable retention agreement or mechanism requiring that:

    (a) *Notice.* The Bank and member are to be given notice of any sale, transfer, assignment of title or deed, or refinancing of the unit by the household occurring during the AHP five-year retention period;

    (b) *Repayment of subsidy; exceptions.* In the case of a sale, transfer, assignment of title or deed, or refinancing of the unit by the household during the retention period, the amount of

the AHP subsidy calculated in accordance with Section 15(e) shall be repaid to the Bank, unless one of the following exceptions applies:

i. The unit was assisted with a permanent mortgage loan funded by an AHP subsidized advance;
ii. The subsequent purchaser, transferee, or assignee is a very low, low-, or moderate-income household as determined by the Bank through proxy or actual income as set forth in the policies and procedures pursuant to FHFA regulations;
iii. The amount of the AHP Subsidy that would be required to be repaid is $2,500 or less; or
iv. Following a refinancing, the unit continues to be subject to a deed restriction or other legally enforceable agreement or mechanism;

(c) *Subsidy repayments to the Bank.* In the case of direct subsidy, all repayment of AHP subsidy shall be made to the Bank.

(d) *Termination of subsidy repayment obligation.* The obligation to repay AHP subsidy to the Bank shall terminate after any event of foreclosure, transfer by deed-in-lieu of foreclosure, an assignment of a Federal Housing Administration first mortgage to HUD, or death of the AHP-assisted homeowner; and

(e) *Calculation of AHP subsidy repayment based on net proceeds and household's investment.* The Bank shall be repaid the lesser of:

i. The AHP Subsidy reduced on a pro rata basis per month until the unit is sold, transferred, or its title or deed transferred, or is refinanced, during the AHP five-year retention period; or
ii. Any net proceeds from the sale, transfer, or assignment of title or deed of the unit, or the refinancing, as applicable, minus the AHP-assisted household's investment.

The AHP retention period will end 5 years from closing for an AHP-assisted owner-occupied unit (excluding owner-occupied rehabilitation units).

16. *Lending of AHP direct subsidies.* If the member or project sponsor lends AHP direct subsidy to a project, any repayments of principal, payments of interest, or repayments of the AHP Subsidy received by the member or the project sponsor must be paid forthwith to the Bank.

17. *Special provisions where members obtain AHP subsidized advances:*

(a) *Term of AHP subsidized advance.* The member shall set a term for the loan to the project funded by the AHP subsidized advance that is the same length as or no longer than the term of the AHP subsidized advance.

(b) *Repayment schedule.* At least once in every 12-month period, the member shall make a principal repayment to the Bank equal to the amount of principal scheduled to be repaid by the project to the member on its loan to the project during the same period.

(c) *Prepayment fees.* The member shall pay a prepayment fee calculated by the Bank upon a prepayment of an AHP subsidized advance. The prepayment fee shall not exceed the actual amount of economic loss the Bank suffers as a result of the prepayment.

(d) *Treatment of loan prepayment by project.* If all or a portion of the loan or loans financed by an AHP subsidized advance are prepaid by the project to the member, the member may, at its option, either:

(i) Repay to the Bank that portion of the advance used to make the loan or loans to the project, and be subject to a fee imposed by the Bank sufficient to compensate the Bank for any economic loss the Bank experiences in reinvesting the repaid amount at

a rate of return below the cost of funds originally used by the Bank to calculate the interest rate subsidy incorporated in the advance; or

(ii) Continue to maintain the advance outstanding, subject to the Bank resettling the interest rate on that portion of the advance used to make the loan or loans to the project to a rate equal to the cost of funds originally used by the Bank to calculate the interest rate subsidy incorporated in the advance.

18. *Reporting of material changes.* The member and project sponsor agree to promptly report to the Bank any material changes in the financial structure of the project, including but not limited to, any new sources of funds, failure to receive other project-related funds and compensated tax credit utilization, or any other material changes in the project's scope and terms. The Bank retains the right to re-evaluate the need for the subsidy in light of any such material changes and may make such modifications thereto, including the amount of subsidy, as it deems appropriate in its sole discretion.

19. The failure by the Bank to exercise any right or privilege granted to it under this Agreement shall not operate as a waiver of that right or privilege.

20. This Agreement and all matters incorporated herein by reference constitute the entire Agreement and understanding between the parties hereto relating to the subject matter hereof and supersedes all prior discussions, understandings and agreements, written or oral, between the parties that relate to such subject matter. Any modifications to this Agreement shall not be valid unless it is in writing and signed by both parties hereto. Words used in this Agreement shall be interpreted according to their ordinary and usual meaning, despite and excluding any trade, custom, or usage to the contrary.

21. This Agreement shall be governed by the Federal Home Loan Bank Act, the rules, regulations, guidelines, and statements of policy of the Federal Housing Finance Agency and, except to the extent inconsistent therewith, the laws of the State of Iowa without giving effect to the choice of law principles therein included. The parties expressly agree that any action or proceeding with respect to the performance or non-performance of any term or condition contained herein which is brought by or against the Bank shall be resolved by the United States District court for the Southern District of Iowa or, if such action or proceeding may not be brought and maintained in said court, by an appropriate district court of the State of Iowa for the County of Polk. Should any provision of this Agreement be held invalid or unenforceable, the remainder of this Agreement shall remain in effect.

The parties accept the terms and conditions of the funding as set forth herein by executing this Agreement in the space set forth below. In indicating their acceptance of the terms and conditions of the funding set forth herein, the parties also represent and warrant that they have full corporate power and authority and have received all corporate and governmental authorizations and approvals as may be required to enter into and perform their obligations under this Agreement and that at all times they will adhere to the terms and conditions set forth herein.

Agreed to and Accepted (FHLB)

For: Federal Home Loan Bank of Des Moines

_____ Ryan Sullivan
Signature Printed Name

Homeownership Manager _____ Date Signed: _____
Title

Agreed to and Accepted (MEMBER BANK)

For: Riverways Federal Credit Union

Signature, Authorized Member Bank Contact

Scott Smith

Printed Name

CEO

Title

Date Signed: 2-09-2022

Agreed to and Accepted (SPONSOR)

For: City of Salem Office of Economic Development

Signature, Authorized Sponsor Contact

Printed Name

Title

Date Signed:

Staff Summary Report

MEETING DATE:	February 22, 2022
AGENDA ITEM:	
AGENDA TITLE:	Affordable Housing Program (AHP) (Welcome Home) – Federal Home Loan Bank of Des Moines (FHLB DM) Agreement
ACTION REQUESTED BY:	Sally Burbridge, Economic Development Director
ACTION REQUESTED:	Approve Economic Development Director to sign agreement
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

In partnership with Riverways Federal Credit Union (FCU) the City of Salem submitted application to the AHP through the FHLB DM in May of 2021.

Notification was received January 25, 2022, that the application was funded.

Effective dates of the agreement/program: February 1, 2022 through February 1, 2024.

Total Development Cost - $625,000.00
($500,000.00 AHP Grant + $125,000.00 Owner funds)

Owner Occupied Housing Breakout = 25 Homes		Total Housing Units
Less than or equal to 50% AMI (Area Median Income)		6
Less than or equal to 80% AMI	Veteran Owned	6
	Special Needs*	6
		7

* **Special Needs** – as defined by the AHP 2021 Implementation Plan includes the following:

- Elderly – a household composed of one or more persons at least one of whom is 62 years of age or more.
- Disabled – any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such impairment. In general, a physical or mental impairment includes hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex, and intellectual disability that substantially limit one or more major life activities. Major life activities include walking, talking, hearing, seeing, breathing, learning, performing manual tasks and caring for oneself.
- Formerly incarcerated – Individuals who were previously incarcerated in a state or federal prison.
- Unaccompanied Youth – A youth, 21 years of age or younger, not in the physical custody of a parent or guardian.
- Persons recovering from substance or physical abuse (may include dating violence, sexual assault or stalking and domestic violence).

PROCUREMENT

Scott Shults with Riverways FCU and I have discussed the need to have a pre-meeting prior to issuing bid specs so that we might give an overview of the funding mechanisms and program to interested contractors. Assuming there is interest from contractors, we anticipate having multiple contractors working on the project at a time and doing batches of 4 or more houses at a time.

An additional cost and contract with the Meramec Regional Planning Commission (MRPC) for the assistance of Mr. Chuck Cantrell who is a HUD Certified housing inspector which is required for the AHP. I have a draft agreement between the City and MRPC that I hope to bring forward for approval during a near future meeting.

The contractors selected after the City's formal bidding process, will be working for the City of Salem and agreements with each of them will be forthcoming once the bid process with Mr. Cantrell's input is completed.

The City may submit reimbursement requests of funds through FHLB DM's online portal, as often as necessary or reasonable, but no less than once every 12 months. The City's portion of the request will be submitted to Riverways FCU, who will review the request and assure that all work being submitted has been completed per the agreement and then Riverways FCU will submit the request to the FHLB DM. Upon approval of the reimbursement request, funds will be deposited to Riverways FCU as the FHLB Member, and then reimbursed to the City.

FISCAL IMPACTS

The total project budget is $625,000 and breaks down as follows for maximum cost per house:

Actual construction/rehab costs:	$21,080
Contingencies on the rehab:	$ 1,920
Part-time staff person:	$ 2,000 (12% of total for each house)
Total /House	$25,000

Per the agreement the funding for the part time staff person is the lesser of $2,000 or 12% of investment in each unit (max of $50,000 over the two years of the project)

SUPPORT DOCUMENTS: Affordable Housing Program Subsidy Agreement for Owner Occupied Project

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve

BOARD OF ALDERMEN AGENDA
FEBRUARY 22, 2022
6:00 P. M.

1. ITEM V (A): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES

2. SUBJECT: E. Ray Walden, Jr., City Administrator

3. DISCUSSION:

BOARD OF ALDERMEN AGENDA
FEBRUARY 22, 2022
6:00 P. M.

1. ITEM V (B): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES

2. SUBJECT: Kim Steelman, Mayor

3. DISCUSSION:

BOARD OF ALDERMEN AGENDA
FEBRUARY 22, 2022
6:00 P. M.

1. ITEM V (C): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES

2. SUBJECT: Mark Nash, Public Works

3. DISCUSSION:

BOARD OF ALDERMEN AGENDA
FEBRUARY 22, 2022
6:00 P. M.

1. ITEM V (D): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES

2. SUBJECT: Sally Burbridge, Economic Development

3. DISCUSSION:

BOARD OF ALDERMEN AGENDA
FEBRUARY 22, 2021
6:00 P. M.

1. ITEM V (E): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES

2. SUBJECT: Melissa Dubois, Parks and Recreation

3. DISCUSSION:

BOARD OF ALDERMEN AGENDA
FEBRUARY 22, 2022
6:00 P. M.

1. ITEM V (F): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES

2. SUBJECT: Aldermen Reports

3. DISCUSSION:

BOARD OF ALDERMEN AGENDA
FEBRUARY 22, 2022
6:00 P. M.

1. ITEM VI: CLOSED SESSION

2. SUBJECT: Pursuant to Section 610.021(1) of the Revised State Statutes of the State of Missouri pertaining to legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communication between a public governmental body or its representatives and its attorneys.

3. DISCUSSION:

BOARD OF ALDERMEN AGENDA
FEBRUARY 22, 2022
6:00 P.M.

1. ITEM VII: 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
   Alderwoman Kala SISCO
   Alderwoman Catherine DENT

   (d) Board Adjourned.