

**TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON ST.
APRIL 26, 2022
6:00 P. M.**

ITEM I CALL TO ORDER

ITEM II ROLL CALL

ITEM III HEARING OF PERSONS

Sara Massengale- 2401 North Highway 19

ITEM IV CONSENT AGENDA

Board of Aldermen Meeting Minutes April 12, 2022

Bills over \$3,000- Bus Andrews Truck Equipment- Implements for 2022 Peterbilt

Mo Dept. of Rev. City Storm Water/Local Parks March 2022-\$43,821.78

Mo Dept. of Rev. City Tax March 2022- \$116,883.29

Mo Dept. of Rev. Capital Improvements March 2022- \$58,441.68

Mo Dept. of Rev. C.A.R.T Tax April 2022- \$17,103.95

ITEM V READING OF BILLS AND RESOLUTIONS

BILL NO. 3504- AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE CONTINGENCY ALLOCATON NO. 1 BETWEEN THE CITY OF SALEM, MISSOURI AND ENERGY SOLUTIONS PROFESSIONALS, LLC FOR ADDITIONAL REQUESTED SERVICES AT 301 N GRAND.

RESOLUTION 11-2022- A RESOLUTION AUTHORIZING THE LAW FIRM OF CUNNINGHAM, VOGEL & ROST, P.C. TO PERFORM A REVIEW OF THE CITY OF SALEM, MISSOURI'S PERSONNEL POLICY MANUAL UNDER THE CURRENT APPROVED TERMS FOR PROFESSIONAL SERVICES ADOPTED BY ORDINANCE #3199 JUNE 21, 2010.

RESOLUTION 12-2022- A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND UNITED HEALTHCARE FOR MEDICAL INSURANCE FOR EMPLOYEES OF THE CITY OF SALEM, MISSOURI.

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RESOLUTION NO. 13-2022- A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND SCI ENGINEERING, INC. FOR GEOTECHNICAL SERVICES.

RESOLUTION NO. 14-2022- A RESOLUTION AUTHORIZING THE EXTENSION OF AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE "OWNER") AND GODI'S EXCAVATING LLC, A MISSOURI CORPORATION (THE "CONTRACTOR").

ITEM VI REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES

E. Ray Walden, Jr., City Administrator

Greg Parker, Mayor

Committee Appointments

Mark Nash, Public Work

Sally Burbridge, Economic Development

Melissa Dubois, Parks and Recreation

Aldermen Reports

ITEM VII OLD BUSINESS

New Truck for Parks and Recreation

ITEM VIII NEW AND MISCELLANEOUS BUSINESS

March Financial Report- Stacey Houston, Finance Director
Surplus Vehicles

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ITEM IX 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 X ADJOURNMENT

BOARD OF ALDERMEN AGENDA
APRIL 26, 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
APRIL 26, 2022
6:00 P.M.

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

Mayor Greg PARKER

Alderman Kyle WILLIAMS

Alderman Shawn BOLERJACK

Alderman Tod KINERK

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

APRIL 26, 2022

6:00 P. M.

1. ITEM III: HEARING OF PERSONS
2. SUBJECT: Sara Massengale
3. DISCUSSION: Request Iron, 4th and 5th street closure Saturday, June 4, for a Taste of Dent County event.

CITY OF SALEM

REQUEST TO BE HEARD AT A CITY COUNCIL MEETING

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

Request filed by:

Name: Sarah Massengale

Address: 2401 north Highway 19, Salem

Phone: 573-247-2510

Date of Council meeting that you request to be heard: April 26

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

Mayor XCity Administrator City Clerk Superintendent

Other (specify): I have a call into Chief Joe Chase but haven't been able to connect with him yet

What is your request: Close the 3 city streets around the courthouse square (Iron, 4th, and 5th) on Saturday, June 4 all day, for a Taste of Dent County event (hosted by Naturally Meramec Consortium with local Dent County partners) that will be held on the courthouse square plus the parking against the square. We are co-promoting several events to provide a whole day of activities in Salem, including Summerfest music festival, which would have music and kid games on 5th and Iron Streets, while the food trucks would be on 4th Street. The tentative event time is 11am-4pm for Taste of Dent County, and 11-9pm for Summerfest.

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 City Clerk's office by 5:00 p.m. on the Wednesday preceding the council meeting.

BOARD OF ALDERMEN AGENDA
APRIL 26, 2022
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.

REGULAR MEETING
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON
APRIL 12, 2022
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 April 12, 2022, at 6:00 P.M. in the City Hall Council Chambers, 202 N. Washington. Mayor Steelman presided and called the meeting to order and led those present in the Pledge of Allegiance and called on City Administrator Walden to lead the evening prayer.

ITEM II: ROLL CALL

Mayor Steelman Called the Roll. Those present:

ALDERMEN

Kala Sisco
Greg Parker
Shawn Bolerjack
Catherine Dent

OTHER CITY OFFICIALS

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

Others present: Tod Kinerk, Caleb Brubaker, Stan Podorski,, Kyle Williams, Stacey Houston, Jeremy Steelman, Melissa Dubois

ITEM III: CONSENT AGENDA

Board of Aldermen Meeting Minutes October 12, 2021
Board of Aldermen Meeting Minutes November 9, 2021
Board of Alderman Meeting Minutes March 22, 2022
Police Department Monthly Report- March 2022
Economic Development Monthly Report- April 1, 2022
C.A.R.T Tax, March 2022-\$15,758.93
Municipal Court Report, March 2022

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

Roll Call Vote:

Ayes: Alderman Parker, Sisco, Dent, Bolerjack
Nays: None

REGULAR MEETING
CITY OF SALEM, MISSOURI
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CITY HALL COUNCIL CHAMBERS
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ITEM IV: OLD BUSINESS

BILL NO. 3503- An ordinance amending the annual budget for the City of Salem, Missouri beginning July 1, 2021, and appropriating funds pursuant thereto.

City Clerk Koller read Bill No. 3503 in its entirety and second reading by caption only. (Bill No. 3503 was posted in the foyer of the Administration Office on April 11, 2022, at 2:45 P.M.)

Alderman Dent moved to approve Bill No. 3503.
Seconded by Alderman Bolerjack.

Roll Call Vote:

Ayes: Alderman Dent, Bolerjack, Sisco, Parker
Nays: None

Bill No. 3503 passed as Ordinance No. 3503

ITEM V: BIDS

BID # 1

Twin City Toyota- \$32,367.00

BID # 2

State of Missouri- \$30,377.00

Parks and Recreation Director Melissa Dubois presented bids to replace on of the two vehicles currently used by the Parks and Recreation Department.

Alderman Bolerjack moved to discuss the Bid for a new vehicle for the Parks and Recreation Department.

Seconded by Alderman Sisco.

Alderman Bolerjack amended his motion to table the bid for a new vehicle for the Parks and Recreation Department until the next Board of Alderman Meeting.

Seconded by Alderman Sisco.

Roll Call Vote:

Ayes: Alderman Bolerjack, Sisco, Dent, Parker
Nays: None

ITEM VI: REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES

E. Rav Walden, Jr., City Administrator

Thanked Mayor Steelman and Alderman Dent for their service to the city.

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Kim Steelman, Mayor

It has been a pleasure to service the city for the last six years.

Mark Nash, Public Works

Projects that Public Works departments have been working on include:

1. Five vehicles will be serviced and will be sold.
2. Several customers have been doing upgrades to their services.
3. Have been cleaning up around warehouses.
4. Evaluating meter services.
5. Locating and repairing some of the city's sewer extensions. Have been able to help customers find leaks between their houses and the meter.
6. Some businesses in town do not have grease traps. This is causing problems at the waste facility. Will be speaking to Building Inspector Jarred Brown about this issue.
7. Street Department is doing street sweeping, repairing potholes, and cleaning ditches.

Sally Burbridge, Economic Development

1. May need to request an extension on the time frame for the Certified Site. Weather has caused delays to this project.
2. Bid request went out today for soil boring, which is the last requirement for the Certified Site.
3. Pre-bid meeting for the Welcome Home Affordable Housing Rehabilitation program will be Tuesday, April 19, 2022, from 11 A.M. to 1 P.M.

Melissa Dubois, Parks and Recreation

1. T-Ball, Baseball and Softball signups are still open. The regular fee has ended but will have late fee registration until April 18, 2022.

Aldermen Reports

There were no Aldermen Reports

**ITEM VII: CANVASSING THE CERTIFICATION OF ELECTION RESULTS OF THE
APRIL 5, 2022, MUNICIPAL ELECTION AND APROVAL OF SAME BY RESOLUTION
NO. 10-2022**

Resolution 10-2022- A resolution declaring the results of the municipal election held on April 5, 2022.

City Clerk Koller read Resolution 10-2022 in its entirety. (Resolution No. 10-2022 was posted in the foyer of the Administration Office on April 11, 2022, at 2:45 P.M.)

Alderman Bolerjack moved to approve Resolution No. 10-2022.
Seconded by Alderwoman Sisco.

REGULAR MEETING
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Roll Call Vote:

Ayes: Alderman Bolerjack, Sisco, Dent, Parker

Nays: None

ITEM VIII: ADMINISTER OATH OF OFFICE TO ELECTED OFFICIALS

City Clerk Koller administered Oath of Office to Kala Sisco East Ward Alderman, Kyle Williams West Ward Alderman, Greg Parker Mayor, and Tod Kinerk West Ward Alderman Unexpired Term.

ITEM IX: ORGANIZATION OF THE BOARD OF ALDERMAN

Alderman Sisco moved to nominate Shawn Bolerjack as the Board President.
Seconded by Alderman Kinerk.

Roll Call Vote:

Ayes: Alderman Sisco, Kinerk, Williams

Abstain: Alderman Bolerjack

Nays: None

ITEM X: CLOSED SESSION

Alderman Williams moved to go into Closed Session for attorney client privilege.
Seconded by Alderman Sisco.

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.

Roll Call Vote:

Ayes: Alderman Williams, Sisco, Bolerjack, Kinerk

Nays: None

At 6:57 the Board went into Closed Session.

REGULAR MEETING
CITY OF SALEM, MISSOURI
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6:00 P. M.
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ITEM XI: ADJOURNMENT

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

Alderman James declared the Meeting Adjourned at 7:23 P.M.

Tammy Koller
City Clerk

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

Date Approved by the Board of Aldermen



1937-2020 83 YEARS OF SERVICE

BUS ANDREWS TRUCK EQUIPMENT, INC
2828 E. KEARNEY, SPRINGFIELD, MO 65803
PH# 417-869-1541 FAX # 417-869-1656

INVOICE W 75706
Date / /
Date Open 11/22/2021

Page: 1 of 5

Sold To : 729-5211 573

Ship To :

CITY OF SALEM
400 N IRON

SALEM MO 65560 USA

Written By ALEX		Terms CHG		Time 10:43:36	Customer Po #		Promised	Phone		Ship Via
Unit #		Plate #	Year 2022	Make PETERBILT	Model 337	Mileage/Hrs 0/0.0		VIN 2NP2HJ7X7NM809170		Engine PX9

Qty	Description	Price	Amount
	WE ARE PLEASED TO QUOTE THE FOLLOWING FOR 2022 PETERBILT 337; INSTALL CUSTOMERS 10' WESTERN PLOW HYDRAULIC POWERED PLOW WITH COMMERCIAL MOUNT, QUICK DISCONNECT HOOK UPS IN FRONT BUMPER, UNDERHOOD WIRING, AND DUAL CONTROLS IN CAB. INSTALL CENTRAL HYDRAULIC SYSTEM. INSTALL CUSTOMERS 9' HENDERSON HYDRAULIC SPREADER WITH QUICK DISCONNECTS IN REAR OF DUMP BED. REMOVE AND REWELD SPREADER TAILGATE LATCH PIN. ATTACH D-RINGS ON INSIDE OF CABSHIELD TO TIE-DOWN SPREADER. INSTALL CUSTOMERS FRONT MOUNT HYDRAULIC BROOM . SWAP OUT FRONT AMBER LIGHTS W/ STROBES, AND TOP TAIL LIGHTS WITH STROBES. WIRE TO UPFITTER SWITCH. INSTALL CONTROLS IN FRONT OF DUMP CONTROLS IN CAB.		9900.00
1.000	COM15199829 CENTRAL HYDRAULIC SYSTEM	0.00	
1.000	BUYH5515X8X10 (6801-08-10F)1/2"MJIC X 5/8"MOR-90DEG FITTING	0.00	
1.000	BUYH5515X4 (6801-04-04) 1/4"MJIC X 1/4" MOR ADAPTER	0.00	
2.000	BUYH5515X16 (6801-16-16F)1"MJIC X 1"MOR-90DEG FITTING	0.00	
3.000	BUYH5515X12X8 (6801-12-08F)3/4"MJIC X 1/2"MOR-90DEG FITTING	0.00	
3.000	BUYH5515X6 (6801-06-06F)3/8"MJIC X 3/8"MOR-90DEG FITTING	0.00	
2.000	BUYH5515X12 6801-12-12F)3/4"MJIC X3/4"MOR-90DEG FITTING	0.00	
2.000	BUYH5315X8X10 (6400-08-10)1/2"MJIC X 5/8"MOR STR FITTING	0.00	

A 3% charge will be added for VISA and Mastercard payments over \$2000.00. A 5% for all payments by American Express and Discover.

Parts..... 14473.35
Labor..... 9900.00
Enviro Fee... 198.00

This invoice is due no later than the 10th day of the following month of purchases, a 1-1/2% charge will be added to past due accounts.

Authorized By _____

TOTAL

Continued

1937-2020 83 YEARS OF SERVICE

BUS ANDREWS TRUCK EQUIPMENT, INC
2828 E. KEARNEY, SPRINGFIELD, MO 65803
PH# 417-869-1541 FAX # 417-869-1656

INVOICE W 75706

Date / /
Date Open 11/22/2021

Page: 3 of 5

Sold To : 729-5211 573

Ship To :

CITY OF SALEM
400 N IRON

SALEM MO 65560 USA

Written By ALEX		Terms CHG		Time 10:43:36		Customer Po #		Promised		Phone		Ship Via			
Unit #		Plate #		Year 2022		Make PETERBILT		Model 337		Mileage/Hrs 0/0.0		VIN 2NP2HJ7X7NM809170		Engine PX9	

Qty	Description	Price	Amount
3.000	GAT4G-6FJX 1/4" HOSE X 3/8" FEMALE JIC SWIVEL CRIMP FITTING	0.00	
171.0	HYD1-SUCTION 1" SUCTION HOSE	0.00	
1.000	GAT16G-16MP 1" MPT CRIMP FITTING	0.00	
6.000	GAT16G-16FJX 1" HOSE X 1" FEMALE JIC SWIVEL CRIMP FITTING	0.00	
599.5	GAT8M2T 1/2" DOUBLE BRAID HOSE PER INCH	0.00	
586.0	GAT6M2T 3/8" DOUBLE BRAID HOSE PER INCH	0.00	
6.50	GAT16M2T 1" DOUBLE BRAID HOSE PER INCH	0.00	
2.000	GAT4G-4MP 1/4" MPT CRIMP FITTING	0.00	
7.000	GAT8G-8FJX 1/2" FEMALE JIC SWIVEL CRIMP FITTING	0.00	
2.000	GAT8G-8MP 1/2" MPT CRIMP FITTING	0.00	
1.000	BUYH5355X16 (2503-16-16F) 1" MJIC X 1" MPT 45DEG ADAPTER	0.00	
2.000	BUYHK3817 2 5/8" FRAME CLIP	0.00	
1.000	GAT16G-16MPX 1" MPT SWIVEL CRIMP FITTING	0.00	
1.000	HYD2701-08-08 BULKHEAD FITTING 1/2" MALE JIC X 1/2" MALE JIC 90 DEGREE	0.00	
1.000	HYD2701-12-12 BULKHEAD FITTING 3/4" MJIC X 3/4" MJIC 90 DEGREE FITTING	0.00	

A 3% charge will be added for VISA and Mastercard payments over \$2000.00. A 5% for all payments by American Express and Discover.

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Labor..... 9900.00
Enviro Fee... 198.00

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Authorized By _____

TOTAL

Continued



1937-2020 83 YEARS OF SERVICE

BUS ANDREWS TRUCK EQUIPMENT, INC
2828 E. KEARNEY, SPRINGFIELD, MO 65803
PH# 417-869-1541 FAX # 417-869-1656

INVOICE W 75706

Date / /

Date Open 11/22/2021

Page: 5 of 5

Sold To : 729-5211 573

Ship To :

CITY OF SALEM
400 N IRON

SALEM MO 65560 USA

Written By ALEX		Terms CHG		Time 10:43:37		Customer Po #		Promised		Phone		Ship Via			
Unit #		Plate #		Year 2022		Make PETERBILT		Model 337		Mileage/Hrs 0/0.0		VIN 2NP2HJ7X7NM809170		Engine PX9	

Qty	Description	Price	Amount
1.000	BUYB40005F (B400052)3/4" FE QUICK COUPLER	0.00	
1.000	GAT12G-12MP 3/4" MPT CRIMP FITTING	0.00	
1.000	BUYH5505X12 (2500-12-12F)3/4" MJIC X 3/4" MJIC -90DEG FITTING	0.00	
3.000	BUYH3239X8X6 (6404-08-06)1/2" FOR X 3/8" MPT	0.00	
1.000	BUYB40003M (B400031)3/8" MALE QUICK COUPLER	0.00	
.5000	BUY1496505 NYLON RATCHETT STRAP KIT	0.00	
3.000	STE1/2PL 1/2" HR PLATE	0.00	
1.000	WES62275 UNIV. PLOW MTG KIT	0.00	
1.000	CHE280GGFJW-B5RF PTO	0.00	
1.000	***TOTITEMS Selected Items	14473.35	14473.35
		SubTotal	24373.35

A 3% charge will be added for VISA and Mastercard payments over \$2000.00. A 5% for all payments by American Express and Discover.

Parts.....	14473.35
Labor.....	9900.00
Enviro Fee...	198.00

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Authorized By _____

TOTAL 24571.35



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

Date: 04/06/2022

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



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

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2029153860

Distribution Month: March 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 March 2022 collections as follows

Deposit Date	04/07/2022
Tax Type Code	260
TaxType Name	CITY STORM WATER/LOCAL PARKS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$43,821.78
Interest Distribution	\$0.00
Amount Deposited	\$43,821.78

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
March 2022	\$31,593.08	\$33,965.75	\$43,821.78	\$2,372.67	\$9,856.03
Year-to-Date	\$96,994.26	\$113,862.74	\$131,722.65	\$16,868.48	\$17,859.91

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: 04/06/2022

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



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

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2029153830

Distribution Month: March 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 March 2022 collections as follows

Deposit Date	04/07/2022
Tax Type Code	200
TaxType Name	CITY
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$116,883.29
Interest Distribution	\$0.00
Amount Deposited	\$116,883.29

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
March 2022	\$84,245.43	\$90,621.96	\$116,883.29	\$6,376.53	\$26,261.33
Year-to-Date	\$258,648.67	\$302,920.83	\$351,427.14	\$44,272.16	\$48,506.31

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: 04/06/2022

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



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

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2029153986

Distribution Month: March 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 March 2022 collections as follows

Deposit Date	04/07/2022
Tax Type Code	210
TaxType Name	CITY CAPITAL IMPROVEMENTS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$58,441.68
Interest Distribution	\$0.00
Amount Deposited	\$58,441.68

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
March 2022	\$42,122.70	\$45,311.11	\$58,441.68	\$3,188.41	\$13,130.57
Year-to-Date	\$129,324.46	\$151,460.10	\$175,713.63	\$22,135.64	\$24,253.53

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
CITY CLERK
400 N IRON ST
SALEM

MO 65560

MISSOURI DEPARTMENT OF REVENUE

04/14/22

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR
MONIES TOTALING \$ 17,103.95 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

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

MOTOR FUEL TAX	\$	9,888.73
MOTOR V SALES TAX	\$	4,859.10
MOTOR V FEE INCREASES	\$	2,356.12

FOR YOUR CREDIT AND USE ON 04/20/22.
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.

BOARD OF ALDERMEN AGENDA

APRIL 26, 2022

6:00 P. M.

1. ITEM V(a): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: BILL NO. 3504- AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE CONTINGENCY ALLOCATION NO. 1 BETWEEN THE CITY OF SALEM, MISSOURI AND ENERGY SOLUTIONS PROFESSIONALS, LLC FOR ADDITIONAL REQUESTED SERVICES AT 301 N GRAND.
3. DISCUSSION:

AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE CONTIGENCY ALLOCATION NO. 1 BETWEEN THE CITY OF SALEM, MISSOURI AND ENERGY SOLUTIONS PROFESSIONALS, LLC FOR ADDITIONAL REQUESTED SERVICES AT 301 N GRAND.

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, Contingency Allocation No. 1 between the City and Energy Solutions Professionals, LLC. for additional requested services presented in "Exhibit A" incorporated herein.

Section 2.

The cost of the additional services shall be \$9,513.00.

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 26TH DAY OF APRIL 2022.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVED AS TO FORM:

James K. Weber
City Attorney

Exhibit A



Contingency Allocation (CA)

Project Name: City of Salem

CA Number: 1

CA Date: 4/18/2022

ESCO: Energy Solutions Professionals, LLC
c/o: Project Manager
9218 Metcalf, Suite 274
Overland Park, KS 66212

Client: City of Salem, MO
c/o: Ray Waldon, City Administrator
400 N. Iron St.
Salem, MO 65560

Original Contract Date: 11/21/2022

The following addition/deletion of scope shall be incorporated in the the Agreement dated as listed above. All of the terms and conditions of the Agreement remain in place unless explicitly described otherwise in this change order or previous change orders to the Agreement.

Additions:

- | | | |
|---|----|-------|
| 1. To grind out and repoint 198 sq. ft. of brick on bottom portion of the back part of building for repoint with type N mortar. Wash with restoration cleaner and seal with a masonry sealer. | \$ | 9,513 |
| 2. To grind out and repoint right side of garage, repoint with type N mortar. Wash with restoration cleaner and seal with a masonry sealer. | | |
| 3. To grind out and repoint above and below windows on gate side of building. To repoint with type N mortar. Wash with restoration cleaner and seal with masonry sealer. | | |
| 4. To pull clean and relay 100 brick on top of N Grand side of building. Slug full of mortar in between inside parapet wall and re-laid brick with coping on top. | | |
| 5. To brace up ceiling joist over garage door on front of building with a 16 foot 2x10 beam and jack post to remove block above door. | | |

Deductions:

\$ -

Total Contingency Allocation	\$	9,513
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Original Contingency Allocation:	\$	61,886
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Sum of Previous Contingency Allocations:	\$	-
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Contingency Allocation Prior to this CA:	\$	61,886
--	----	--------

Amount of this Contingency Allocation:	\$	9,513
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Remaining Contingency	\$	52,373
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Revised Agreement substantial completion date (changed / unchanged):		8/19/2019
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Energy Solutions Professionals, LLC

City of Salem, MO

Date signed

Date Signed

BOARD OF ALDERMEN AGENDA

APRIL 26, 2022

6:00 P. M.

1. ITEM V (b): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: RESOLUTION NO. 11-2022- A RESOLUTION AUTHORIZING THE LAW FIRM OF CUNNINGHAM, VOGEL & ROST, P.C. TO PERFORM A REVIEW OF THE CITY OF SALEM, MISSOURI'S PERSONNEL POLICY MANUAL UNDER THE CURRENT APPROVED TERMS FOR PROFESSIONAL SERVICES FOR LEGAL SERVICES ADOPTED BY ORDINANCE #3199 JUNE 21, 2010.
3. DISCUSSION:

RESOLUTION NO. 11-2022

A RESOLUTION AUTHORIZING THE LAW FIRM OF CUNNINGHAM, VOGEL & ROST, P. C. TO PERFORM A REVIEW OF THE CITY OF SALEM, MISSOURI'S PERSONNEL POLICY MANUAL UNDER THE CURRENT APPROVED TERMS FOR PROFESSIONAL SERVICES FOR LEGAL SERVICES ADOPTED BY ORDINANCE #3199 JUNE 21, 2010.

WHEREAS, the City currently utilizes the law firm of Cunningham, Vogel & Rost, P. C. for legal services, and WHEREAS, the City has been pleased with the overall level of service provided by Cunningham, Vogel & Rost, P. C.

Section 1.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Aldermen of the City of Salem that Cunningham, Vogel & Rost P. C. is authorized to conduct a review of the City of Salem's personnel manual not limited to the following:

- Complete review of manual for proposed revisions for Board of Aldermen consideration
- Update of Family Medical Leave Act (FMLA), drug testing, and related items for current regulations and best practices
- Review/research additional items as requested by the Board of Aldermen

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 26th DAY OF APRIL 2022.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVED AS TO FORM:

James Weber
City Attorney

BOARD OF ALDERMEN AGENDA

APRIL 26, 2022

6:00 P. M.

1. ITEM V (C): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND UNITED HEALTHCARE FOR MEDICAL INSURANCE FOR EMPLOYEES OF THE CITY OF SALEM, MISSOURI
3. DISCUSSION:

RESOLUTION NO. 12-2022

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND UNITED HEALTHCARE FOR MEDICAL INSURANCE FOR EMPLOYEES OF THE CITY OF SALEM, MISSOURI.

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

Section 1.

The Board of Aldermen of the City of Salem, Missouri, hereby authorizes the Mayor to renew an agreement between the City of Salem and United Healthcare, a medical insurance company for medical insurance coverage for employees of the City of Salem, Missouri.

Section 2.

The Approximate Annual Renewal Premium Total of \$287,244.36, effective July 1, 2022, as outlined in "Attachment A".

Section 3.

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 26th DAY OF APRIL 2022.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney



April 22, 2022

Jo Snodgrass
Wallstreet Group
1530 Rax Court
Jefferson City, MO 65109

Subject: City of Salem / July 1, 2022 Renewal
Customer Number 06F8243

Dear Jo,

As we discussed, underwriting released the renewal for the City of Salem with a 5% increase. I worked with underwriting to see if they would provide some rate relief if we can get the renewal wrapped up early. They agreed to provide a 0% increase and a 9.9% second year rate cap if they confirm the renewal by May 1, 2022.

We value the City of Salem's business and I hope that we can get this renewal wrapped up early this year.

Please do not hesitate to reach out if you have any questions.

Sincerely,

Anne Pennell

Anne Pennell
Mid-Market Strategic Account Executive
UnitedHealthcare
13655 Riverport Drive
Maryland Heights, MO 63043

BOARD OF ALDERMEN AGENDA

APRIL 26, 2021

6:00 P. M.

1. ITEM V (D): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: RESOLUTION NO. 13-2022- A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND SCI ENGINEERING, INC. FOR GEOTECHNICAL SERVICES.
3. DISCUSSION:

RESOLUTION NO. 13-2022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND SCI ENGINEERING, INC. FOR GEOTECHNICAL SERVICES.

WHEREAS, the City of Salem has caused to be prepared, in accordance with law, specifications, plans, and other contract documents for the work herein described and has approved and adopted said documents, and has caused to be published, in the manner and for the time required by law, an advertisement for and in connection with ASTM Standard Soils Investigation Report and Soil Boring, attached hereto; and

WHEREAS, SCI Engineering, Inc., in response to such advertisement, has submitted to the City of Salem, Missouri, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

WHEREAS, SCI Engineering has submitted the lowest and best bid for performing the services.

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

Section 1.

SCI will provide the geotechnical services for a lump-sum fee of \$5,950.00

Section 3.

This Resolution shall take effect and be in full force from and after its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 26TH DAY OF APRIL 2022.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

Staff Summary Report

MEETING DATE: April 26, 2022

ACTION REQUESTED: Approval of Contract with SCI Engineering, Inc for Soil Boring and ASTM Standard Soils Investigation Report

SUMMARY BY: Sally Burbridge, Economic Development Director

PROJECT DESCRIPTION / FACTS

The ASTM Standard Soils Investigation Report is a required item in the application for Certified Site Status of Tract C, the 25-acre parcel in Masters Industrial Park, with the MO Department of Economic Development. The purpose of this report and the soil borings necessary to analyze the subsurface soils on the site, are to determine building loads and weights the soils will support. This is useful information for a business looking to purchase the property for industrial use and having this information should aid in the future sale of the property.

Assuming the Board of Alderman's approval of the timeline extension of the Site Clearing Contract with Godi Excavation, which is also on the agenda, the soil boring access will be coordinated between SCI Engineering and Godi Excavation to ensure the activity takes place in a timely manner.

It is anticipated that this will be the last item requiring contracted services to prepare the Certified Site Application.

PROCUREMENT

Sealed Bids for "Soil Conditions – ASTM Standard Soils Investigation Report" were advertised in The Salem News in the April 12, 2022, edition with a submittal date of April 21, 2022, by 1 pm. The advertisement was also sent electronically to 3 recommended firms.

Two bids were received

Bids were opened and recorded by City Clerk, Tammy Kohler and ?? Erika Nunnick. There was no company representation for the Bid Opening.

Bid Summary

Company	Total Bid Cost
SCI Engineering, Inc	\$5,950.00
Terracon Consulting	\$7,000.00

SCI Engineering's documents were sent to Attorney Weber on Friday for review.

FISCAL IMPACTS

The funds for this were included as part of the 2021-2022 Annual Budget Amendment approved by the Board of Aldermen at the April 12, 2022 Board meeting.

SUPPORT DOCUMENTS: SCI Engineering Proposal and Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve



SCI ENGINEERING, INC.

EARTH • SCIENCE • SOLUTIONS

GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

April 20, 2022

Sally Burbridge
City of Salem
400 N. Iron Street
Salem, Missouri 65560

RE: Limited Geotechnical Exploration Proposal
Tract C / 9 East Pines Certified Site
Salem, Missouri
SCI No. 2022-0522.10

Dear Sally Burbridge:

SCI Engineering, Inc. (SCI) is providing this proposal for a limited geotechnical exploration for the referenced project. The purpose of our geotechnical services will be to explore the subsurface conditions and characterize the soil, groundwater, and bedrock (if encountered) profiles on the project site and discuss undermining activities. The primary focus of our activities is due diligence.

PROJECT DESCRIPTION

SCI understands that the site is approximately 25 acres in size and is located at 9 East Pines in Salem, Missouri. Preliminary development plans were not available at the time of this proposal.

SCI also offers other services for preliminary site development. These services include:

- Cultural Resource Surveys
- Wetland delineation/Section 404 permitting

If you would like to discuss these services in more detail or need a proposal, please let us know.

SCOPE OF SERVICES

SCI will locate the borings in the field, by measuring from existing site and topographic features; and interpolate surface elevations at the boring locations using the most recent topographic plan made available to us. If more accurate data are required, we recommend that you retain the project surveyor to stake the boring locations and provide surface elevations.

As requested, we will explore the subsurface conditions by drilling three borings to a depth of 25 feet each, unless auger refusal terminates drilling at a shallower depth. The borings will be sampled with Standard Penetration Tests (SPTs) at 2½-foot intervals in the upper 10 feet and at 5-foot intervals thereafter. The boreholes will be backfilled with soil cuttings.

Upon completion of the field exploration, the samples will be transported to our laboratory for classification and characterization. We will measure the moisture content of each cohesive sample. Hand penetrometer values, which provide an indication of strength, will be obtained for each apparently intact cohesive sample. Atterberg limits tests will be performed on selected samples to aid in classification and assess the volume change characteristics of the subgrade soils.

Our findings and recommendations, along with supporting data, will be presented in a letter report, which will address each of the following:

- Generalized soil, bedrock, and groundwater profiles of the project site.
- Interpretive geotechnical conditions of the property based on research and subsurface exploration.
- Assessment of the geotechnical conditions relative to the probable impacts on construction feasibility. Conditions addressed will include groundwater concerns, weak compressible soils, any encountered fill, and expansive clays.
- Underground mining research.
- Preliminary allowable bearing pressures for typical structures that might be expected to be built on the site.

Specifically excluded from our currently proposed services are the internal and global stability analysis of retaining walls, and the stability analysis of cut or fill slopes steeper than 3 horizontal to 1 vertical (3H:1V), or taller than 15 feet in total height. We can address these issues if they become pertinent to the project; however, additional exploration and/or analysis would then be required.

COST AND SCHEDULE

SCI will provide the above geotechnical services for a lump-sum fee of **\$5,950.00**. We will schedule the fieldwork following your verbal authorization of this proposal, and should be able to start drilling the site, weather permitting, within about three weeks thereafter. We anticipate that the exploration will be completed in one day; however, we cannot mobilize the drill rig unless formal authorization has been received. Laboratory testing and report preparation will require approximately two to three weeks following the field exploration; however, verbal findings should be available within a few days after completion of the drilling.

CONDITIONS

- The above fee is based on a maximum of 75 feet of soil drilling. If the encountered subsurface conditions indicate that more than the planned total of soil drilling would be beneficial, and you authorize additional exploration, it would be provided for \$35.00 per foot.
- No costs associated with union labor or permits are included in this proposal.

- Our fee, which is valid for up to 90 days from the date of this proposal, does not include out-of-scope services that might be added during the course of our work; nor does it include additional services that might be requested following completion of our report, such as attendance at project meetings; subsequent consultation; or review, signing, and sealing of project plans. Such services will be provided in accordance with the enclosed *Acceptance of Proposal for Professional Services*, and billed at our then-current hourly rates, or as otherwise agreed.
- This proposal assumes that you will provide site access authorization, including access to the proposed boring locations for a conventional, rubber-tired, all-terrain mounted, drill rig. No clearing, grading, or other removal of site obstacles, has been included in this proposal. It also assumes that you will provide marked locations of privately owned, below-grade, utility lines within the project area, prior to mobilization of the drill rig.
- We routinely contact the Missouri One-Call system to have the locations of public utilities marked; however, we will only be responsible for utilities brought to our attention prior to drilling.

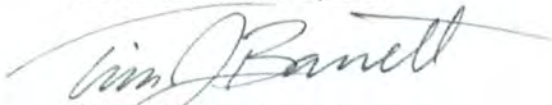
CLIENT RESPONSIBILITIES AND AUTHORIZATION

Please provide formal authorization for this project by completing, signing, and returning the enclosed *Acceptance of Proposal for Professional Services* sheet.

We appreciate the opportunity to be of service to you on this project. Please call if you have any questions; if you would like to discuss the above scope or schedule in any way; or if you would like us to address environmental services, archaeological or wetlands issues, or construction testing and observation.

Respectfully,

SCI ENGINEERING, INC.



Timothy J. Barrett, P.E., CFM
Senior Engineer

SAC/TJB/snp

Enclosures

Acceptance of Proposal for Professional Services
General Terms and Conditions

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did

whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation is an offer to better manage your risk.* Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk "Catch-22" situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report's recommendations when another firm performs the services needed to evaluate the recommendations' adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project's geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not

have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project **is not a mold prevention consultant; none of the services being offered have been designed or proposed for the purpose of mold prevention.**

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members' misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by hav-

ing your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members' plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal's provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with an ASFE member geotechnical engineer for more information. Confirm a firm's membership in ASFE by contacting ASFE directly or at its website.



8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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SCI ENGINEERING, INC.

1372 S. Bishop Avenue

Rolla, Missouri 65401

573-426-4901

www.sciengineering.com

ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Tract C / 9 East Pines Certified Site – Limited Geotechnical Exploration

Project Number: 2022-0522.10 / TJB

Date: April 20, 2022

Fee: Lump-sum fee of \$5,950.00

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____

Report Distribution (Note: Additional report copies after final submittal will be billed at \$25.00 each)

Company Name:	Address:	No. Reports
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.



SCI ENGINEERING, INC.

1372 S. Bishop Avenue

Rolla, Missouri 65401

573-426-4901

www.sciengineering.com

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will

provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. CONTAMINATION OF AN AQUIFER

Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. SITE SAFETY With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety, and warrant that this intent shall be made evident in your agreement with the general contractor.

11. CONSTRUCTION COST ESTIMATES An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. DEFECTS IN SERVICE You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. TERMINATION Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. FORCE MAJEURE Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. ENVIRONMENTAL SITE ASSESSMENT An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of

regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

15. FAILURE TO FOLLOW RECOMMENDATIONS SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. ALTERATION OF INSTRUMENTS OF SERVICE

Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. MOLD DISCLAIMER The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. OTHER PROVISIONS You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

BOARD OF ALDERMEN AGENDA

APRIL 26, 2022

6:00 P. M.

1. ITEM V (E): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: RESOLUTION NO. 14-2022- A RESOLUTION AUTHORIZING THE EXTENSION OF AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE "OWNER") AND GODI'S EXCAVATING LLC, A MISSOURI CORPORATION (THE "CONTRACTOR").
3. DISCUSSION:

RESOLUTION NO. 14-2022

A RESOLUTION AUTHORIZING THE EXTENSION OF AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE “OWNER”) AND GODI’S EXCAVATING LLC, A MISSOURI CORPORATION (THE “CONTRACTOR”).

WHEREAS, the Owner awarded a contract for work referenced in Resolution No. 1-2022 approved January 11, 2022, to Godi’s Excavating LLC, and

WHEREAS, the Contractor, has made substantial progress on the project aside from final portions of the project that were delayed by wet field conditions due to weather,

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

Section 1.

The Contractor shall have until 06/30/2022 to complete the remaining requirements of the project.

Section 3.

This Resolution shall take effect and be in full force from and after its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 26TH DAY OF APRIL 2022.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

Staff Summary Report

MEETING DATE:	April 26, 2022
ACTION REQUESTED:	Approval of Timeline Extension for Site Clearing Contract with Godi Excavation
SUMMARY BY:	Sally Burbridge, Economic Development Director

PROJECT DESCRIPTION / FACTS

The contract with Godi Excavation for Site Clearing was originally approved on January 25, 2022. Included in that contract was a reduction in payout of \$500.00 per day if the deadline to have trees down was not met. The deadline is a standard timeline dictated by the US Fish and Wildlife Service to eliminate the destroying of habitat for the Indiana and Northern Long-eared Bats who may reside and mate in trees larger than 3 inches in diameter between April 1 and October 30 of each year. This deadline was March 31, 2022, with stump removal, site cleanup and seeding to occur by April 30, 2022.

The first deadline for the trees to be down – was met.

This request for a time-line extension is to finish up the stump removal, site cleanup and seeding.

The rainfall for the month of April has not allowed conditions on the site to be acceptable for having heavy equipment working and has therefor not allowed Godi Excavation to complete the clean-up activities.

While it is not anticipated that it will take until the end of June to complete the work, myself and Godi Excavation are asking for an extension to June 30, 2022 on the off chance we continue to receive rainfall every few days for a while, which would not allow the site to dry out considerably and allow the use of necessary equipment on site for the cleanup.

The site clearing and clean-up are required activities for the MO Department of Economic Development, Certified Site Application for Tract C in Masters Industrial Park.

PROCUREMENT

N/A

FISCAL IMPACTS

The request for a time-line extension does not include additional cost.

SUPPORT DOCUMENTS:

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve

BOARD OF ALDERMEN AGENDA

APRIL 26, 2022

6:00 P. M.

1. ITEM VI (A): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT: E. Ray Walden, Jr., City Administrator
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA

APRIL 26, 2022

6:00 P. M.

1. ITEM VI (B): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT: Greg Parker, Mayor
3. DISCUSSION: Committee Appointments

BOARD OF ALDERMEN AGENDA

APRIL 26, 2022

6:00 P. M.

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

BOARD OF ALDERMEN AGENDA

APRIL 26, 2022

6:00 P. M.

1. ITEM VI (D): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT: Sally Burbridge, Economic Development
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA

APRIL 26, 2021

6:00 P. M.

1. ITEM VI (E): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT: Melissa Dubois, Parks and Recreation
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA

APRIL 26, 2022

6:00 P. M.

1. ITEM VI (F): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT: Aldermen Reports
3. DISCUSSION:

BOARD OF ALDERMEN AGENDA

APRIL 26, 2022

6:00 P. M.

1. ITEM VII: OLD BUSINESS
2. SUBJECT: Truck for Parks And Recreation
3. DISCUSSION:



RETAIL ORDER

CUSTOMER INITIALS

301 Autumn Ridge Drive
PO BOX 547
Herculaneum, MO 63048
(636) 931-0555
www.twincitytoyota.com

NEW _____ USED _____
FACTORY _____
DEMO _____ REPURCHASE _____

PLEASE PRINT

PURCHASER'S NAME(S) AS APPEARS ON DRIVER'S LICENSE

City of Salem-Parks & Rec

DR. LICENSE #

ADDRESS

400 N Iron St

CITY, STATE, ZIP

Salem MO 65560

PHONE (H)

(573) 247-1594

(W)

(573) 247-1594

DESCRIPTION OF VEHICLE PURCHASED

DATE	03/18/2022	STOCK#	Model 7514	YR.	2022
MAKE	Toyota	MODEL	Tacoma SR		
COLOR	0040-White	MILES			
VIN					
DELIVERY DATE		SALES CONSULTANT	Christina Kennor		

-ALL DEPOSITS WILL HOLD VEHICLE TWO WORKING DAYS FROM DATE WRITTEN -

DESCRIPTION OF TRADE-IN

E-MAIL jchase@salem-mo.com

CONTRACTUAL DISCLOSURE FOR USED VEHICLES ONLY

The information you see on the (Federal Trade Commission) Window Form is A Part of The Agreement.
Information on The Window Form Overrides Any Contrary Provisions in The Contract of Sale.

APPEARANCE AS-IS

Limited 2 month / 2,000 mile POWERTRAIN warranty. EXCLUDES ALL OTHER COMPONENTS.
pay 100% parts, & labor. All work must be done at Twin City Toyota. Customer to pay \$100.00
deductible per occurrence.

X
Refer to Buyer's Guide for covered parts.

AS-IS

YR.	MAKE	MODEL	COLOR
VIN			
LIC.#		MILES	
LIEN HOLDER			
TOTAL PRICE			\$31,968.00
TRADE ALLOWANCE	-		0.0
SUBTOTAL	=		\$31,968.00
EST. BALANCE OWED ON TRADE	+		0.0
ADMINISTRATIVE FEE	=		\$399.00
SUBTOTAL	=		\$32,367.00
WTY: TYPE	YR.	MILES	
ADDITIONAL EQUIPMENT	+		
	+		
BALANCE DUE	=		\$32,367.00
DEPOSIT WITH ORDER #	-		
DUE ON DELIVERY #	-		
REBATES	-		
BALANCE DUE OR FINANCED	=		\$32,367.00

PURCHASER'S CERTIFICATION

Purchaser hereby certifies that the odometer on the

above described used motor vehicle being traded in, was not altered, set back or disconnected while he was owner of said motor vehicle; AND to the best of his knowledge and belief
said odometer was not altered, set back or disconnected prior to the time he became the owner of said motor vehicle, AND that _____ MILES, is to the best of his knowledge and
belief, the TRUE MILEAGE on the said motor vehicle as of the date of the signing of this certification.

The Seller, TWINCITY TOYOTA, herein expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability of fitness
for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

THE FRONT ANDBACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT THIS PURCHASE AND NO OTHER AGREEMENT OR UNDERSTANDING OF ANY NATURE
CONCERNING SAME HAS BEEN MADE OR ENTERED INTO, OR WILL BE RECOGNIZED. I HEREBY CERTIFY THAT NO CREDIT HAS BEEN EXTENDED TO ME FOR THE PURCHASE OF
THIS MOTOR VEHICLE EXCEPT AS APPEARS IN WRITING ON THE FACE OF THIS AGREEMENT.

I CERTIFY THAT: 1. I HAVE READ THE MATTER PRINTED ON THE BACK HEREOF AND AGREE TO IT AS A PART OF THIS ORDER THE SAME AS IF WERE PRINTED ABOVE MY SIGNATURE :
2. I AM 18 YEARS OF AGE OR OLDER; 3. I HAVE VOLUNTARILY ORDERED THE ABOVE DESCRIBED CAR, THE OPTIONAL EQUIPMENT AND ACCESSORIES THEREON, THE INSURANCE
AS DESCRIBED AND THE FINANCING ARRANGEMENTS; 4. THAT THE CAR I AM TRADING IN IS FREE FROM ALL ENCUMBRANCES WHATSOEVER, EXCEPT AS NOTED

ABOVE: AND I HEREBY ACKNOWLEDGE RECEIPT OF A COPY OF THIS ORDER.

PROVED

THIS OFFER NOT VALID UNLESS SIGNED AND
ACCEPTED BY AN OFFICER OF THE COMPANY

PURCHASER'S
SIGNATURE X

CONTINUATION OF TERMS AND CONDITIONS CONSTITUTING A PART OF PURCHASE ORDER

NOTICE: LANGUAGE IN SECTION 3, SECTION 5 and SECTION 6 DISCLAIMING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON VEHICLE WHICH IS SUBJECT OF THIS ORDER DOES NOT APPLY WHEN A SERVICE CONTRACT IS SOLD IN WHICH THE DEALER IS LEGALLY LIABLE UNDER THE SERVICE CONTRACT.

Provisions Applicable On Sale Of New Vehicle

1. **PRICE REVISION:** In the event the price to Dealer of the series and body type ordered by Purchaser is changed by the manufacturer prior to delivery to Purchaser of the vehicle ordered by Purchaser. Dealer has the right to accordingly change the cash delivered price to Purchaser, provided that if Purchaser does not agree with such price change, Purchaser may cancel this Purchase Order, in which event if a used vehicle has been traded in as a part of the consideration for the vehicle purchased by Purchaser such traded-in vehicle shall be returned to Purchaser upon payment of a reasonable charge for storage and repairs (if any) or, if such traded-in vehicle has been previously sold by Dealer the amount received therefor less a selling commission of 15% and any expense (for storing, insuring, conditioning or advertising such vehicle for sale) shall be returned to Purchaser.
2. It is understood that there is no relationship of principal and agent between the dealer and the manufacturer and that the dealer is not authorized to act, or attempt to act, or represent himself, directly or by implication, as agent of the manufacturer, or in any manner assume to create, or attempt to assume to create, any obligation on behalf of or in the name of the manufacturer.
3. The only warranties applying to this vehicle are those offered by the manufacturer. The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. Buyer shall not be entitled to recover from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, or any other incidental damages.

The manufacturer's printed warranty offered on the sale of new vehicles will be furnished to the purchaser upon delivery of the vehicle. Copies of manufacturer's warranties are available for study.

4. **IMPORTANT:** If your new passenger car or light truck purchased on or after January 1, 1985 is defective, and cannot be made to conform to its applicable express warranty coverage after four repair attempts, or it is out of service for more than 30 calendar days during the period of one year or the term of its applicable express warranty, whichever is earlier, you may be entitled under state law to a replacement or to a refund. You must first notify the manufacturer of the problem in writing and provide the manufacturer an opportunity to repair the vehicle.

Provisions Applicable On Sale Of A Used Vehicle

5. THE INFORMATION YOU SEE ON THE WINDOW FORM (BUYERS GUIDE) FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.
6. The vehicle described on the reverse of this page is being sold to you "as is" and "with all faults" and: The selling dealer hereby expressly disclaims all warranties, either express or implied, including any implied warranties of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Buyer shall not be entitled to recovery from the selling dealer any consequential damages, damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages. If selling dealer issues a warranty or a service contract or a part of manufacturer's warranty is in effect this Section does not apply.
7. The only warranties applying to the vehicle subject of this contract are those extended by the manufacturer in an unexpired manufacturer's warranty if any so exists and an express limited warranty extended by the selling dealer and delivered to the buyer at the time of delivery of the vehicle, AND THE BUYER ACKNOWLEDGES THAT HE IS NOT RELYING UPON ANY REPRESENTATIONS MADE BY DEALER OR ITS AGENTS OR EMPLOYEES, IN PURCHASING A SUBJECT VEHICLE. A copy of the dealer's limited warranty is available for study. The provisions of the limited warranty are those set out in the instrument and the selling dealer neither assumes nor authorizes any person to assume for it any liability other than that expressed in that instrument, HOWEVER, NOTWITHSTANDING THE TERMS OF SAID DEALER'S LIMITED WARRANTY, THE ACCURACY OF THE ODOMETER READING OF THE SUBJECT VEHICLE. Buyer shall not be entitled to recover from the selling dealer any incidental or consequential damages, damages to property, damages for loss of use, loss of time, loss of profits or income, IF NO MANUFACTURER'S UNEXPIRED WARRANTY EXISTS OR DEALER DOES NOT EXTEND A WARRANTY THIS SECTION DOES NOT APPLY.

Other Provisions

8. **REAPPRAISAL OF TRADED-IN VEHICLE:** If a vehicle has been traded in as a part of the consideration for the vehicle ordered by Purchaser hereunder and such vehicle is not delivered to Dealer until delivery to Purchaser of the vehicle purchased by Purchaser, such traded-in vehicle shall be reappraised at that time and such reappraisal value shall determine the allowance made for such vehicle. If such reappraised value is lower than the original allowance therefore shown on the face of this Purchaser Order, Purchaser may, if dissatisfied therewith, cancel this Purchase Order, provided, however, that such right to cancel is exercised prior to delivery of the vehicle ordered hereunder to the Purchaser and surrender of the traded-in vehicle to Dealer.
9. **PURCHASER'S WARRANTY OF TITLE AND PROMPT DELIVERY OF TITLE:** Purchaser warrants that the traded-in vehicle is his property free and clear of all liens and encumbrances except as otherwise noted on the title. Purchaser understands that the delivery and assignment of the certificate of title to any traded-in vehicle is an integral part of the entire sale transaction expressed in this retail buyer's order. If purchaser does not simultaneously assign and deliver the certificate of title at the time of trade-in, or fails to do so within fifteen days of the trade-in, seller may: (1) cancel the sale/purchase order and exercise any and all remedies under law including repossession; or, (2) treat the sale in every respect as if no trade-in took place and revise the purchase price for the ordered vehicle accordingly. In such cases, purchaser's trade-in will be returned upon payment of a reasonable charge for storage and repairs, if any.
10. **FAILURE OR REFUSAL TO ACCEPT DELIVERY:** Unless this Purchase Order shall have been cancelled by Purchaser under and in accordance with the provision of paragraphs "1" or "8" above, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the vehicle ordered and to comply with the terms of this Purchase Order, to retain as liquidated damages any cash deposit made by the Purchaser, and, in the event a vehicle has been traded in as a part of the consideration for the vehicle ordered by Purchaser hereunder to sell such traded-in vehicle and reimburse himself with the proceeds of such sale for the expenses specified in paragraph "1" above and for such other expenses and losses as Dealer may incur or suffer as a result of such failure or refusal by Purchaser.
11. **FAILURE OR DELAY OF DELIVERY:** Dealer shall not be liable for failure to deliver or delay in delivery of the vehicle, accessories, or other parts thereof covered by the Purchase Order where such failure or delay is due, in whole or in part, to any cause other than the negligence of the Dealer.

Buyer Signature _____ Date 03/18/2022

Co-Buyer Signature _____ Date 03/18/2022

BOARD OF ALDERMEN AGENDA

APRIL 26, 2022

6:00 P. M.

1. ITEM VIII(A): NEW BUSINESS
2. SUBJECT: March Financial Report- Stacey Houston, Finance Director
3. DISCUSSION:



City of Salem

2021-2022 Financial Update

Finance Director Stacey Houston

SALES TAX REVENUE

	2020-2021	2021-2022		Percent YTD
	YTD Actual	YTD Actual	2021-2022 Budget	Actual to Budget (75% of year)
Gen'l Fund 1% Sales Tax	\$ 956,011	\$ 1,065,661	\$ 1,191,004	89%
Parks & Rec 3/8% Sales Tax	\$ 358,603	\$ 399,581	\$ 425,000	94%
Cap Imp 1/2% Sales Tax	\$ 478,005	\$ 532,830	\$ 650,000	82%

UTILITY USAGE & REVENUE

	2020-2021	2021-2022		Percent YTD
	YTD Actual	YTD Actual	2021-2022 Budget	Actual to Budget (75% of year)
Electric Consumption Sold	as of 03/31/2021 38,015,819	as of 03/31/2022 41,389,195		
Electric Sales Rev.	\$ 3,492,530	\$ 4,219,087	\$ 5,750,000	73%
Water Consumption Sold	101,023,412	102,611,022		
Water Sales Rev.	\$ 626,945	\$ 665,435	\$ 950,000	70%
Sewer Consumption Sold	91,832,323	93,293,589		
Sewer Sales Rev.	\$ 597,518	\$ 623,443	\$ 950,000	66%



Thank you!!

BOARD OF ALDERMEN AGENDA

APRIL 26, 2022

6:00 P. M.

1. ITEM VIII (B): NEW AND MISCELLANEOUS BUSINESS
2. SUBJECT: SURPLUS VEHICLES
3. DISCUSSION:

STATE OF MISSOURI

CERTIFICATE OF TITLE ORIGINAL

05043HH202

TITLE NUMBER
TA939366

YR. MAKE VEHICLE IDENTIFICATION NUMBER BODY STYLE FUEL CODE
87 CHEV 1GBL7D1BXHRV10950S CONV G

CYL. H.P. MILEAGE AT THE TIME OF TRANSFER TAX PURCHASE DATE DATE ISSUED
310 EX 08 06/08/88 07/20/88

OWNER: CITY OF SALEM

SALEM

MO 65560

CODE LEGEND

R - RECONSTRUCTED VEHICLE

H - HAIL DAMAGE VEHICLE

K - KIT VEHICLE

S - SPECIALLY CONSTRUCTED VEHICLE

M - MOTOR CHANGE VEHICLE

MAIL TO: CITY OF SALEM

SALEM

MO 65560

RELEASE OF LIEN

The holder of lien on the vehicle described in this Certificate of Title does hereby state that the lien described in said Certificate of Title is released and discharged.

VEHICLE SUBJECT TO LIEN(S)

FIRST LIEN

NAME OF FIRM

SIGNATURE OF AUTHORIZED AGENT

DATE RELEASED

SECOND LIEN

NAME OF FIRM

SIGNATURE OF AUTHORIZED AGENT

DATE RELEASED

THIRD LIEN

NAME OF FIRM

SIGNATURE OF AUTHORIZED AGENT

DATE RELEASED

C8155063

DOR-387 (REV. 7/87)

Jeresa Bellman



ANY ALTERATION OR ERASURE VOIDS THIS TITLE

CERTIFICATE OF TITLE
ORIGINAL

02179BJ932

TITLE NUMBER
AN462532

VEHICLE IDENTIFICATION NUMBER	YEAR	MAKE	MODEL	BODY STYLE	FUEL
1B7KE26ZXNS525039	92	DODG		PICKU	G
CYL	HP	PREVIOUS STATE	MILEAGE AT TIME OF TRANSFER	TAX	PURCHASE DATE
			116*	EX 08	08/04/92
					08/26/92

OWNER

CITY OF SALEM
202 N WASHINGTON
SALEM MO 65560

MAIL TO

CITY OF SALEM
202 N WASHINGTON
SALEM MO 65560

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

RELEASE OF LIEN-The holder of lien on the vehicle described in this certificate of title does hereby state that the lien described in said certificate of title is released and discharged.

FIRST LIEN

LIEN DATE

NAME OF FIRM

SIGNATURE OF AUTHORIZED AGENT

SECOND LIEN

DATE RELEASED:

NAME OF FIRM

SIGNATURE OF AUTHORIZED AGENT

DATE RELEASED:

MILEAGE STATEMENT

*ACTUAL MILEAGE.

ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE
DEPARTMENT OF REVENUE.

MO 860-0331 (11-89)

C14946067

Raymond J. Wagner, Jr.
DIRECTOR OF REVENUE



DOR-387 (11-89)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

CERTIFICATE OF TITLE

02640JJ703

ORIGINAL

TITLE NUMBER

CC238949

VEHICLE IDENTIFICATION NUMBER
1J4FJ68S9VL566562YEAR
97MAKE
JEEP

MODEL

BODY STYLE
UTIL

FUEL

CYL
6HP
36

PREVIOUS STATE

MILEAGE AT TIME OF TRANSFER
31199*TAX
EX 08PURCHASE DATE
10/18/99DATE ISSUED
11/03/99OWNER
**SALEM POLICE DEPARTMENT
500 N JACKSON
SALEM**

MO 65560

MAIL TO

**SALEM POLICE DEPARTMENT
500 N JACKSON
SALEM**

MO 65560-1245

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

RELEASE OF LIEN-The holder of lien on the vehicle described in this certificate of title does hereby state that the lien described in said certificate of title is released and discharged.

FIRST LIEN

LIEN DATE

NAME OF FIRM

SIGNATURE OF AUTHORIZED AGENT

DATE RELEASED:

NAME OF FIRM

SECOND LIEN

SIGNATURE OF AUTHORIZED AGENT

DATE RELEASED:

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

*ACTUAL MILEAGE.

ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE
DEPARTMENT OF REVENUE.

MO 860-0331 (8-97)

C28296720

DIRECTOR OF REVENUE

DOR-387 (8-97)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

*Martin White*

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT.

VOID IF EAGLE WATERMARK NOT VISIBLE WHEN HELD TO LIGHT.

CERTIFICATE OF TITLE

011496J931

ORIGINAL

TITLE NUMBER

AZ324344

VEHICLE IDENTIFICATION NUMBER
1FDXF80C5VVA39338YEAR
97MAKE
FORD

MODEL

BODY STYLE
CHASS

FUEL

CYL HP PREVIOUS STATE

MILEAGE AT TIME OF TRANSFER
61*TAX
EX 08PURCHASE DATE
04/09/97DATE ISSUED
05/19/97

OWNER

CITY OF SALEM**202 NORTH WASHINGTON
SALEM****MO 65560**

MAIL TO

**CITY OF SALEM****202 NORTH WASHINGTON
SALEM****MO 65560-1349**

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

RELEASE OF LIEN-The holder of lien on the vehicle described in this certificate of title does hereby state that the lien described in said certificate of title is released and discharged.

FIRST LIEN

LIEN DATE

NAME OF FIRM

SIGNATURE OF AUTHORIZED AGENT

DATE RELEASED:

NAME OF FIRM

SECOND LIEN

SIGNATURE OF AUTHORIZED AGENT

DATE RELEASED:

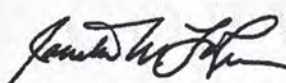
BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

ACTUAL MILEAGE.*ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE
DEPARTMENT OF REVENUE.**

MO 860-0331 (10-92)

C23340445


DIRECTOR OF REVENUE

DOR-387 (10-92)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

AMERICAN BANK NOTE COMPANY

CERTIFICATE OF TITLE

01243FJ472

ORIGINAL

TITLE NUMBER

TE387366



VEHICLE IDENTIFICATION NUMBER

YEAR



MAKE

MODEL



BODY STYLE

FUEL

1FTEF15Y7TLB45564

96

FORD

PICKU

CYL

HP

PREVIOUS STATE

MILEAGE AT TIME OF TRANSFER

TAX

PURCHASE DATE

DATE ISSUED

480*

EX 08

08/08/96

09/30/96

OWNER

CITY OF SALEM
202 N WASHINGTON
SALEM

MO 65560

MAIL TO

CITY OF SALEM
202 N WASHINGTON
SALEM

MO 65560

VEHICLE SUBJECT TO FOLLOWING LIEN(S)

RELEASE OF LIEN-The holder of lien on the vehicle described in this certificate of title does hereby state that the lien described in said certificate of title is released and discharged.

FIRST LIEN

LIEN DATE

NAME OF FIRM

SIGNATURE OF AUTHORIZED AGENT

SECOND LIEN

DATE RELEASED:

NAME OF FIRM

SIGNATURE OF AUTHORIZED AGENT

DATE RELEASED:

BUYER ON REVERSE SIDE MUST TITLE IN 30 DAYS TO AVOID PENALTY

MILEAGE STATEMENT

*ACTUAL MILEAGE.

ANNUAL ODOMETER UPDATES MAY BE AVAILABLE FROM THE
DEPARTMENT OF REVENUE.



MO 860-0331 (10-92)

C22586939

DIRECTOR OF REVENUE

DOR-387 (10-92)

ANY ALTERATION OR ERASURE VOIDS THIS TITLE

BOARD OF ALDERMEN AGENDA
APRIL 26, 2022
6:00 P. M.

1. ITEM IX: 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
APRIL 26, 2022
6:00 P.M.

1. ITEM X: ADJOURNMENT
2. SUBJECT: Adjournment of Meeting
3. DISCUSSION:
 - (a) Recommend Board Adjourn.
 - (b) Recognize motion and second.
 - (c) Roll vote:

Alderman Tod KINERK
Alderman Shawn BOLERJACK
Alderwoman Kala SISCO
Alderman Kyle WILLIAMS

- (d) Board Adjourned.