

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

ITEM I CALL TO ORDER

ITEM II ROLL CALL

ITEM III HEARING OF PERSONS

Jenna Deason- 944 Co Rd 2630- Street closure
Town Screen LLC- 800 S Main Street- Overview of business

ITEM IV CONSENT AGENDA

Finance Director, Financial Report- July 26, 2022
Mo. Dept. of Rev. C.A.R.T Tax July 2022- \$19,931.13
Park and Recreation Monthly Report July 2022

ITEM V READING OF BILLS AND RESOLUTIONS

BILL NO. 3513-AN ORDINANCE AMENDING CHAPTER 115, ARTICLE VI, SECTION 610 OF THE CODE OF ORDINANCES OF THE CITY OF SALEM, MISSOURI, PERTAINING TO THE APPOINTMENT OF A TEMPORARY CITY ADMINISTRATOR.

BILL NO. 3514- AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE CONTINGENCY ALLOCATION NO. 4 BETWEEN THE CITY OF SALEM, MISSOURI AND ENERGY SOLUTIONS PROFESSIONALS, LLC FOR ADDITIONAL REQUESTED HVAC DUCT-WORK FOR OLD CITY HALL.

ITEM VI BIDS

New Transformers

**TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
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ITEM VII REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES

E. Ray Walden, Jr., City Administrator

Chief Chase-Recognition of Travis Roberts

Greg Parker, Mayor

Mark Nash, Public Work

Emergency purchase- Sewer machine

Sally Burbidge, Economic Development

Melissa Dubois, Parks and Recreation

Aldermen Reports

ITEM VIII 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

Pursuant to Section 610.021(3) of the Revised State Statutes of the State of Missouri pertaining to the hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Pursuant to Section 610.021(2) of the Revised State Statutes of the State of Missouri pertaining to the leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore

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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 IX ADJOURNMENT

BOARD OF ALDERMEN AGENDA
JULY 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
JULY 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

JULY 26, 2022

6:00 P. M.

1. ITEM III(A): HEARING OF PERSONS
2. SUBJECT: Jenna Deason
3. DISCUSSION: Request Iron, 4th and 5th street closure on Saturday, October 22, 2022, all day, for an Octoberfest music festival.

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: Jenna Deason

Address: 944 County Road 2630

Phone: 573-247-0521

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

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

Mayor City Administrator City Clerk Superintendent

Other (specify): A committee member (David Lytle) has spoken with electric department.

What is your request: Close the 3 city streets around the courthouse square (Iron, 4th, and 5th)
on Saturday, October 22, all day, for an Octoberfest music festival. The event will be family
friendly with a variety of music, kid games, and food vendors. It will be similar to the
Summerfest/Taste of Dent County held in June.

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

JULY 26, 2022

6:00 P. M.

1. ITEM III(B): HEARING OF PERSONS
2. SUBJECT: Town Screen, LLC
3. DISCUSSION: Would like to present Town Screen to the board of Alderman.

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: Town Screen LLC (Kenny Perzan, Ben Granowski)

Address: 800 S main St

Phone: (636) 338-1199

Date of Council meeting that you request to be heard: 7-26-22

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

Mayor City Administrator City Clerk Superintendent

Other (specify): Mark Nash

What is your request: Mr Nash advised us to

present Town Screen to the city Council.

We would be delighted to provide

an overview of our business and the

value we can offer the city of Salem

in all efforts of public communication.

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
JULY 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.



City of Salem
Board Meeting

Finance Director, Stacey Houston

July 26, 2022

	As of 6/30/2014	As of 6/30/2015	As of 6/30/2016	As of 6/30/2017	As of 6/30/2018	As of 6/30/2019	As of 6/30/2020	As of 6/30/2021	As of 6/30/2022
100-GENERAL FUND	-\$199,365	-\$104,401	\$103	\$107	\$235,931	\$424,558	\$26,240	\$152,449	\$108,954
120-EMERGENCY FUND	\$37,213	\$37,213	\$37,364	\$37,537	\$37,819	\$38,201	\$38,390	\$38,586	\$38,620
130-POST COMMISSION	\$252	\$252	\$253	\$255	\$255	\$255	\$256	\$257	\$1,257
201-SPECIAL STREET	\$797,024	\$746,192	\$732,885	\$622,528	\$551,557	\$362,431	\$156,655	\$317,675	\$410,440
210-PARK & RECREATION	-\$104,800	-\$121,112	-\$115,005	\$170,269	\$227,547	\$156,487	\$170,106	\$216,575	\$335,528
220-POLICE DEPT.LAW	\$7,366	\$9,738	\$10,843	\$8,544	\$4,831	\$1,659	\$2,345	\$4,381	\$2,852
230-OFFICERS TRAINING FUND	\$2,174	\$2,550	\$2,612	\$1,938	\$1,883	\$633	\$728	\$1,072	\$1,210
240-FIREWORKS FUND	\$295	\$15,168	-\$3,571	\$3,361	\$8,100	\$8,100	\$757	\$442	\$2,106
250-INMATE SECURITY FUND	\$570	\$234	\$317	\$238	\$260	\$259	\$505	\$848	\$984
255-CHDC GRANT FUNDS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
260-LOCAL LAW ENF. GRANT	\$714	\$0	\$0	\$1,490	\$5	\$5	\$5	\$5	\$5
265-DELTA REGIONAL GRANT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
270-PROTEST ACCOUNT	\$27,715	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
280-CDBG STORMWATER	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
290-BUILDING PERMIT FUND	\$47,682	\$51,601	\$59,245	\$62,517	\$74,104	\$73,843	\$48,817	\$41,134	\$15,250
299-POLICE CONTRIBUTION	\$429	\$429	\$430	\$432	\$432	\$432	\$434	\$436	\$436
301-CAPITAL IMP SALES TAX	\$276,982	\$447,643	\$487,167	\$657,144	\$533,836	\$462,669	\$188,848	\$185,259	\$456,874
501-ELECTRIC FUND	\$70,759	\$41,809	\$285,023	\$395,770	\$422,665	\$853,204	\$648,700	\$45,806	\$77,320
502-ELECTRIC D & R FUND	\$68,179	\$70,523	\$70,807	\$71,175	\$71,836	\$75,036	\$75,440	\$75,829	\$75,897
503-ELECTRIC RESERVE FUND	\$236,403	\$379,899	\$506,508	\$525,177	\$545,758	\$571,943	\$574,759	\$369,070	\$19,221
510-WATER FUND	-\$397,709	\$334,571	\$363,113	\$335,349	\$431,096	\$368,512	\$343,979	\$402,925	\$585,681
511-WATER D & R FUND	\$61,492	\$196,388	\$196,750	\$197,562	\$198,662	\$201,025	\$202,830	\$204,051	\$204,233
512-WATER RESERVE	\$156,132	\$425,223	\$504,373	\$584,726	\$666,967	\$677,616	\$685,334	\$689,035	\$689,649
520-SEWER FUND	\$503,611	\$236,742	\$335,557	\$229,845	-\$91,059	\$95,502	\$144,746	\$97,371	\$121,103
521-SEWER D & R	\$22,680	\$176,268	\$153,197	\$133,279	\$507,668	\$417,630	\$418,662	\$370,801	\$176,065
522-SEWER RESERVE FUND	\$2,338	\$19,280	\$33,365	\$47,554	\$61,885	\$76,673	\$77,050	\$91,444	\$105,538
530-SANITATION	\$46,455	\$55,457	\$77,797	\$62,084	\$84,441	\$63,029	\$70,780	\$31,065	\$45,675
540-CEMETERY FUND	\$9,637	\$998	\$0	\$5,557	\$9,148	\$21,154	\$2,677	\$506	\$5,224
550-LANDFILL	\$130,604	\$376,848	\$378,047	\$380,087	\$383,752	\$388,620	\$393,322	\$395,528	\$395,880
560-AIRPORT FUND	\$26,211	\$20,078	\$32,782	\$30,821	\$40,593	\$27,574	\$34,823	\$161,304	\$211,291
601-INSURANCE	\$2,237	\$144,509	\$132,016	\$136,929	\$131,548	\$143,957	\$146,147	\$143,895	\$141,028
701-UTILITY DEPOSIT FUND	\$75,667	\$403,409	\$408,594	\$410,919	\$425,160	\$438,210	\$460,216	\$470,922	\$464,132
702-CEMETERY ENDOWMENT	\$17,431	\$572,993	\$575,074	\$577,942	\$582,764	\$591,024	\$602,621	\$606,827	\$607,413
703-ECONOMIC	\$5,465	\$0	\$25	\$6,254	\$7,861	\$39,324	\$4,183	\$4800	\$22,378
GRAND TOTAL	\$1,931,845	\$4,540,503	\$5,265,671	\$5,697,390	\$6,157,304	\$6,579,566	\$5,520,356	\$5,120,798	\$5,322,241

* Pending Year End Xfers and Adjustments

7-20-2022 01:10 EM

CITY OF SALEM
YEAR TO DATE TREASURERS REPORT
AS OF: JUNE 30TH, 2022

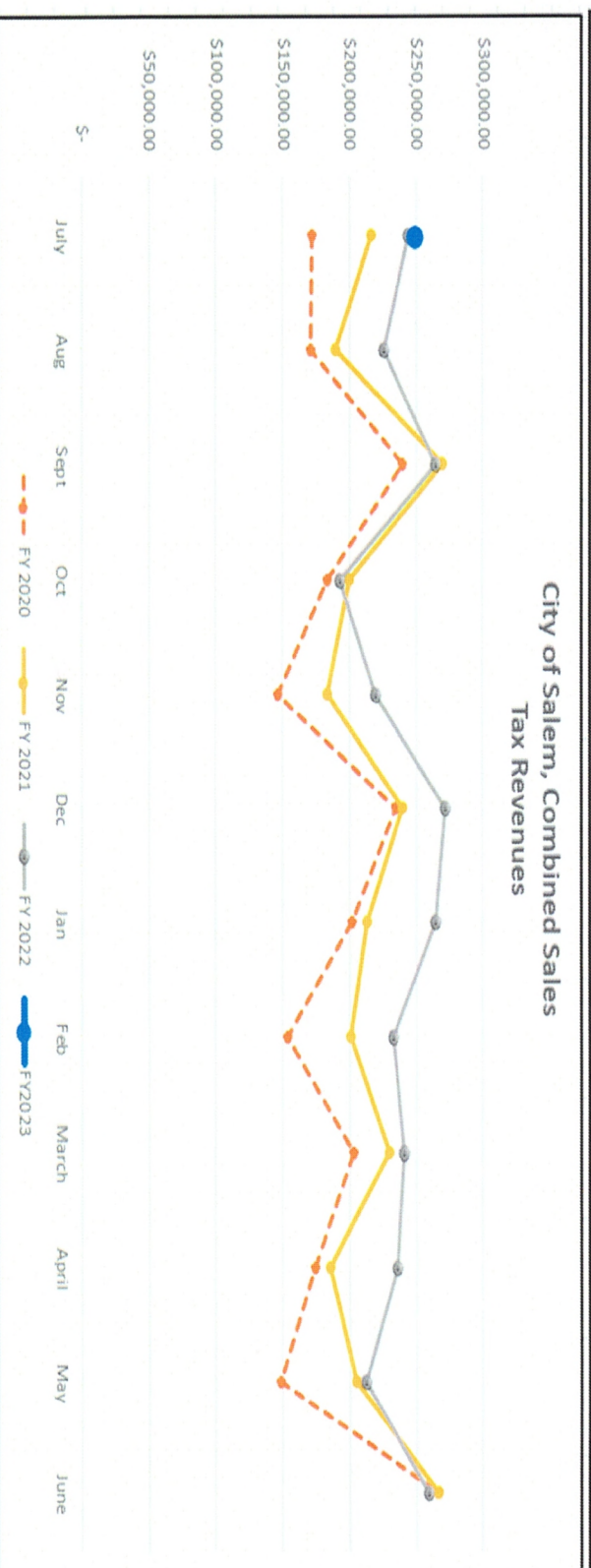
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FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENDITURES	TRANSFERS		CASH BASIS ENDING BALANCE	ADJUSTMENTS -----		ACCRUAL BASIS ENDING BALANCE
				IN	OUT		NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	
100-GENERAL FUND	152,449.04	2,472,835.27	2,869,469.56	638,510.00	249,839.29	144,485.46	0.00	35,531.09	108,954.37
120-EMERGENCY FUND	38,595.67	34.36	0.00	0.00	0.00	38,620.03	0.00	0.00	38,620.03
130-POST COMMISSION	757.32	500.00	0.00	0.00	0.00	1,257.32	0.00	0.00	1,257.32
201-SPECIAL STREET	317,675.40	261,213.58	169,448.93	0.00	0.00	410,440.05	0.00	0.00	410,440.05
210-PAVE & RECREATION	216,574.87	655,591.37	509,230.06	0.00	25,000.00	338,936.18	0.00	3,408.12	335,528.06
220-POLICE DEPT. LAW ENF. FUND	4,380.66	671.27	2,200.00	0.00	0.00	2,851.93	0.00	0.00	2,851.93
230-OFFICERS TRAINING FUND	1,071.67	138.00	0.00	0.00	0.00	1,209.67	0.00	0.00	1,209.67
240-FIREWORKS FUND	441.60	0.00	14,435.38	16,100.00	0.00	2,106.22	0.00	0.00	2,106.22
250-INMATE SECURITY FUND	847.54	136.25	0.00	0.00	0.00	983.79	0.00	0.00	983.79
253-CDC GRANT FUNDS	0.00	5,000.01	5,000.00	0.00	0.00	0.01	0.00	0.00	0.01
260-LOCAL LAW ENF. GRANT FUND	4.90	0.00	0.00	0.00	0.00	4.90	0.00	0.00	4.90
265-DELTA REGIONAL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
270-PROTEST ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
280-CDBG STORMWATER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
290-BUILDING PERMIT FUND	41,134.33	56,915.89	70,725.76	0.00	0.00	27,324.46	0.00	12,074.95	15,249.51
299-POLICE CONTRIBUTION FUND	436.40	0.00	0.00	0.00	0.00	436.40	0.00	0.00	436.40
301-CAPITAL IMP SALES TAX	185,259.05	749,400.01	616,696.82	25,000.00	0.00	342,962.24	0.00	113,911.74	456,873.98
501-ELECTRIC FUND	45,806.11	5,649,721.78	5,301,010.32	356,000.00	638,510.00	106,007.57	20,536.16	8,151.51	77,319.90
502-ELECTRIC D & R FUND	75,829.20	67.53	0.00	0.00	0.00	75,896.73	0.00	0.00	75,896.73
503-ELECTRIC RESERVE FUND	369,070.48	150.56	0.00	0.00	350,000.00	19,221.04	0.00	0.00	19,221.04
510-WATER FUND	402,924.75	937,734.36	823,097.35	0.00	0.00	517,561.76	74,317.17	6,198.03	585,680.90
511-WATER D & R FUND	204,051.24	181.71	0.00	0.00	0.00	204,232.95	0.00	0.00	204,232.95
512-WATER RESERVE	689,035.03	613.59	0.00	0.00	689,648.62	613.59	0.00	0.00	689,648.62
520-SEWER FUND	97,370.70	854,704.88	1,091,777.09	195,000.00	14,000.00	41,298.49	80,981.84	1,177.48	121,102.85
521-SEWER D & R	370,801.41	263.41	0.00	0.00	195,000.00	176,064.82	0.00	0.00	176,064.82
522-SEWER RESERVE FUND	91,443.73	93.90	0.00	14,000.00	0.00	105,537.63	0.00	0.00	105,537.63
530-SANITATION	31,065.15	347,633.97	397,088.23	0.00	0.00	21,610.89	24,063.77	0.00	45,674.66
540-CEMENTERY FUND	505.59	37,600.00	161,295.27	136,151.46	0.00	6,961.78	0.00	1,737.95	5,223.83
550-LANDFILL	395,528.46	351.24	0.00	0.00	0.00	395,879.70	0.00	0.00	395,879.70
560-AIRPORT FUND	161,304.21	67,663.28	17,564.56	0.00	0.00	211,402.93	0.00	112.14	211,290.79
601-INSURANCE CONTINGENCY	143,894.50	133.48	3,000.00	0.00	0.00	141,027.98	0.00	0.00	141,027.98
701-UTILITY DEPOSIT FUND	470,922.42	419.36	0.00	0.00	0.00	471,341.78	0.00	7,210.00	464,131.78
702-CEMENTERY ENDOWMENT FUND	606,826.86	586.36	0.00	0.00	0.00	607,413.22	0.00	0.00	607,413.22
703-ECONOMIC DEVELOPMENT	4,799.61	21,146.18	106,323.00	103,587.83	0.00	23,210.62	0.00	832.76	22,377.86
GRAND TOTAL	5,120,797.90	12,121,501.60	12,116,362.33	1,472,349.29	1,472,349.29	5,125,937.17	158,826.62	37,477.71	5,322,241.50

* Pending Year End Transfers & Adjustments

SALES TAX REVENUE

	2019-2020	2020-2021	2021-2022	2021-2022
	Actuals	Actuals	Actuals	Budget
Gen'l Fund	\$ 1,122,429	\$ 1,277,091	\$ 1,413,487	\$ 1,150,000
Parks & Rec	\$ 421,695	\$ 478,990	\$ 530,008	\$ 425,000
Cap Imp	\$ 562,262	\$ 638,546	\$ 706,743	\$ 575,000



UTILITY USAGE & REVENUE

	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2021-2022
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	BUDGETED	ACTUAL
Electric Consumption Sold	57,495,816	55,633,183	53,649,806	55,511,522		52,787,837
Electric Sales Rev.	\$ 5,781,937	\$ 5,873,007	\$ 5,078,855	\$ 5,076,208	\$ 5,750,000	\$ 5,385,147
Water Consumption Sold	141,217,630	128,484,707	123,846,229	150,680,971		136,611,339
Water Sales Rev.	\$ 612,889	\$ 857,905	\$ 787,185	\$ 950,933	\$ 950,000	\$ 857,999
Sewer Consumption Sold	127,990,550	115,376,898	113,213,897	136,779,028		121,691,206
Sewer Sales Rev.	\$ 550,525	\$ 812,590	\$ 748,333	\$ 901,523	\$ 950,000	\$ 781,029

CITY OF SALEM
CITY CLERK
400 N IRON ST
SALEM

MO 65560

MISSOURI DEPARTMENT OF REVENUE

07/18/22

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR
MONIES TOTALING \$ 19,931.13 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

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

MOTOR FUEL TAX	\$	13,408.36
MOTOR V SALES TAX	\$	4,527.77
MOTOR V FEE INCREASES	\$	1,995.00

FOR YOUR CREDIT AND USE ON 07/20/22.
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.



City of Salem Park Board Report

July 26th, 2022

Melisa DuBois, Park and Recreation Director

Youth Sports and Programs

- Summer Ball T-Ball, Softball, and Baseball
 - 39-Teams 496- participants
 - 6- T Ball age 3-4 teams
 - 9 – T Ball age 5–6 teams
 - 5 – Boys Coach Pitch teams
 - 5 – Machine Pitch teams
 - 5 – Baseball Teams
 - 6 – Girls Softball ages 7-10 teams
 - 3- Girls Softball ages 11-14 teams
 - A HUGE THANK YOU...to all the coaches and assistant coaches that volunteer their time to coach these kiddos. Also, a Huge THANK YOU to our shirt sponsors Progressive Ozark Bank.
- Summer Camp at the Park
 - Camp was from July 11-22nd
 - Maxed out at 25 campers
 - A huge thank you to Makayla Schafer and Abbie McBride for being camp staff. Also, a big thank you to all the presenters that had awesome presentations for our campers. Campers enjoyed learning new activities like, disc golf, kayaking, swift water rescue, making healthy snacks, dog training, geocaching, and geodes. They also made so many awesome crafts, lots of park play, and swimming at the pool. It was a great camp!! To see all the fun, go check out our Facebook page.
- Performing Arts Camp with OATS (Ozark Actors Theatre).
 - July 25th-29th, 2022
 - 23 participants
- Upcoming
 - Flag Football Registration August 1st-29th, 2022



Grounds and Satellite Parks

- Al Brown lighting project
 - Poles are being installed
 - Getting bids on electrical work.
- Disc Golf Course
 - Baskets have been removed.
 - Course design has been set; signage created but not purchased.
 - Will be setting concrete pads for tee of each hole soon.
- Security Cameras
 - 5- Cameras have been installed, so far at the pool, with views to see multiple locations in the park. We have access to live feed or recorded footage on site as well as via cell phone.

Other Parks and Recreation Business

- Movie in the Park
 - Partnering with Intercounty Electric to bring a free Movie Night to the Salem City Park. Intercounty Electric will be showing "Clifford the Big Red Dog" on July 30th, 2022 @the Salem City Park.
- Pool May-July 21,2022
 - 109 - Pool Passes
 - 4,602- Daily Admissions
 - 22 - Pool Parties
 - 85 - Swimming Lessons
 - We will be having night swim July 25,26, and 29th from 7p.m.-9p.m.
- Fence Banner Sponsors
 - Banner opportunities available for summer ball season, Flag Football, and Soccer.
- Pavilion Reservations
 - 52 reservations from January-July
 - 5-August dates
 - 4-September dates



- Reservation can be made at the Salem Community Center @the Armory. Reserve your Fall dates NOW! Reservation forms and payment must be received before date can be reserved.

BOARD OF ALDERMEN AGENDA

JULY 26, 2022

6:00 P. M.

1. ITEM V (A): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: BILL NO. 3513- AN ORDINANCE AMENDING CHAPTER 115, ARTICLE VI, SECTION 610 OF THE CODE OF ORDINANCES OF THE CITY OF SALEM, MISSOURI, PERTAINING TO THE APPOINTMENT OF A TEMPORARY CITY ADMINISTRATOR.
3. DISCUSSION:

AN ORDINANCE AMENDING CHAPTER 115, ARTICLE VI, SECTION 610 OF THE CODE OF ORDINANCES OF THE CITY OF SALEM, MISSOURI, PERTAINING TO THE APPOINTMENT OF A TEMPORARY CITY ADMINISTRATOR.

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

Section 1.

Section 115.610 of the Code of Ordinances of the City of Salem, Missouri is hereby amended to read as follows:

Section 115.610 Temporary City Administrator

- A. Upon temporary disability or inability of the City Administrator to perform his/her duties, as set forth in this Code, due to illness, absence from the City or other cause, or in the event of the removal of the City Administrator, as set forth in Sections 115.570 of this Code, or in the event of a vacancy of the office of City Administrator, the Mayor shall in the same manner as the City Administrator is appointed, as set forth in Sections 115.540 and 115.550 of this Code, proceed to appoint a temporary City Administrator, who shall have the same powers and duties as the regular City Administrator and shall hold office until the disability of the City Administrator is removed, until a City Administrator is appointed, or until such temporary position is determined no longer necessary by the Board of Aldermen.
- B. Such temporary City Administrator shall receive as compensation such salary as the Board of Aldermen shall determine.

Section 2.

This Ordinance shall take effect and 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 JULY, 2022.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVED AS TO FORM:

James K. Weber
City Attorney

BOARD OF ALDERMEN AGENDA

JULY 26, 2022

6:00 P. M.

1. ITEM V (B): INTRODUCTION AND READING OF BILLS & RESOLUTIONS
2. SUBJECT: BILL NO. 3514- AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE CONTIGENCY ALLOCATION NO. 4 BETWEEN THE CITY OF SALEM, MISSOURI AND ENERGY SOLUTIONS PROFESSIONALS, LLC FOR ADDITIONAL REQUESTED HVAC DUCT-WORK FOR OLD CITY HALL.
3. DISCUSSION:

AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE CONTINGENCY ALLOCATION NO. 4 BETWEEN THE CITY OF SALEM, MISSOURI AND ENERGY SOLUTIONS PROFESSIONALS, LLC FOR ADDITIONAL REQUESTED HVAC DUCT-WORK FOR OLD CITY HALL.

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. 4 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 \$1,768.00.

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 JULY 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: 4

CA Date: 7/18/2022

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. Additional HVAC Duct-Work for Old City Hall.	\$	1,768.00
Material, equipment & labor		

Deductions:	\$	-
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Total Contingency Allocation	\$	1,768.00
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Original Contingency Allocation:	\$	61,886.00
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Sum of Previous Contingency Allocations:	\$	28,521
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Contingency Allocation Prior to this CA:	\$	33,365.00
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Amount of this Contingency Allocation:	\$	1,768.00
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Remaining Contingency	\$	31,597.00
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Revised Agreement substantial completion date (changed / unchanged):		8/19/2022
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Energy Solutions Professionals, LLC

City of Salem, MO

Date signed

Date Signed

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

1. ITEM VI: BIDS
2. SUBJECT: NEW TRANSFORMERS

3. DISCUSSION: T& R ELECTRIC
 QTY-15 \$1,850.00 EACH
 TOTAL \$27,750.00

SUNBELT SOLOMON
 QTY- 15 999.00 EACH
 TOTAL \$14,985.00



T&R ELECTRIC
SUPPLY COMPANY INCORPORATED
BOX 180, COLMAN, SOUTH DAKOTA 57017

"The Transformer People"

When Every Minute Counts

Call Toll Free 800-843-7994
(Outside U.S.) 605-534-3555
FAX 605-534-3861
Website <http://t-r.com>

Quote Rev. 98038-1

Date: 07/20/2022

Contact: Bryon Johns

Company: Salem Municipal Light &
Power Plant

Phone: 573-729-4612

Fax:

Email: electric@salemco.com

Quote Summary

#	Item	Type	Qty	Category	Ph	KVA	Primary	Secondary	Price	Total
1	0	RC	15	POLE MOUNT	1	25	12470Y/7200	120/240	\$999.00 USD	\$14,985.00 USD
Grand Total									\$14,985.00 USD	

Additional Notes

1. All quotes are subject to the "Standard Terms and Conditions of Sale".
2. This quote is valid for 15 days.
3. Estimated manufacturing lead-time is a best estimate at time of quotation and may vary.
4. Upon completion of order, immediate shipment is available plus freight on a common carrier. Unless otherwise specified, freight on quotes is prepaid and allowed in the contiguous US on our next available truck going to your area.
5. Electrical Test reports available upon request.
6. Prices subject to change. Due to the current volatility of the transformer components market (including copper), prices are subject to change in the event a rapid or extreme fluctuation in price occurs between the time of order placement and sourcing of materials. A rapid or extreme fluctuation occurs when a component part increases by more than 5% from the time the order is placed, and the time materials are ordered. T&R Electric agrees to use its best efforts to obtain advantageous pricing from materials suppliers. In the event there is a price increase through no fault of T&R Electric, we will notify the customer as soon as practicable.
7. Note: In order for a Purchase Order to be entered into the work queue and receive a designated time slot for production, these conditions must be accepted, and a note of acknowledgement must be present on said purchase order.

If you have any questions or need any additional information please call me at 800-843-7994. You may also email me at kylie.westover@trelectric.com.

Sincerely,
Kylie Westover
Sales Representative



"The Transformer People"

When Every Minute Counts

Call Toll Free 800-843-7994
(Outside U.S.) 605-534-3555
FAX 605-534-3861
Website <http://t-r.com>

Quote Rev. 98038-1

Date: 07/20/2022

Contact: Bryon Johns

Company: Salem Municipal Light &
Power Plant

Phone: 573-729-4612

Fax:

Email: electric@salemno.com

Item #1 - Single Phase 25 KVA Pole Mount

Product Type: Reconditioned

Transformer Type: Pole Mount

Specifications:

KVA:	25	Phase:	1
High Voltage:	12470Y/7200	Low Voltage:	120/240
Taps:	W/O TAPS		

Accessories:

- Single Primary Bushing
- Secondary Lug
- CSP
- Mineral Oil (standard)
- Non-PCB Label
- Pressure Relief Device
- ANSI 70 Paint

Notes:

Freight allowed in the U.S. with standard delivery
(*fuel surcharge will be applied*)
Additional charge for expedited shipping

Quantity: **15**
Warranty: 36 Month Guarantee

Delivery: Fob: Destination

Price: **\$999.00 USD Each**
Manufacturing 14 - 16 weeks (ARO)
Time: After Release to Production

Electrical Tests:

- | | |
|-------------------------------------|--|
| 1. Transformer Turns Ratio Test | 4. Core Loss and Excitation Test |
| 2. Polarity and Phase Relation Test | 5. Load and No Load Testing |
| 3. DC HYPOT TEST | 6. Induced Potential Test at 400 Hertz for 7200 Cycles |
- Performed at Two Times Rated Line Voltage Plus 1000 Volts
- a. HV to LV
 - b. HV to Ground
 - c. LV to Ground



**36 MONTHS
100%
Guarantee**

GUARANTEE

ALL T&R TRANSFORMERS ARE GUARANTEED TO BE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR 36 MONTHS UNDER NORMAL USE OR SERVICE ; THAT NORMAL USE OR SERVICE DOES NOT INCLUDE ABNORMAL STRESSES OR STRESS FROM SUCH CAUSES AS INCORRECT PRIMARY VOLTAGE, FREQUENCY OR IMPROPER LOAD.

We are not responsible for consequential losses or damages outside of this equipment nor for any repairs or replacements made by others without our written authorization. Should any unit fail within 36 months, we will either repair or replace the transformer or refund your money at our option.

Excluded under this guarantee are all newly-manufactured transformers and all transformers rebuilt by other rebuilders, in which case their guarantee will prevail.

This guarantee is expressly in lieu of other guarantees.

(605) 534-3555
(800) 843-7994
FAX: (605) 534-3861
E-MAIL: t-r@t-r.com

T&R Electric Supply Co., Inc.
STANDARD TERMS AND CONDITIONS OF SALE
Effective Date: January 23, 2020

1. Applicable Terms. These Terms and Conditions of Sale (the "Terms") apply to and govern the sale of all material, equipment, components, products, goods and/or documents (the "Products") sold by T&R Electric Supply Co., Inc. ("T&R") to Customer, unless otherwise expressly agreed in a written agreement signed by T&R. T&R offers to sell the Products solely pursuant to these Terms, and any acceptance is expressly limited to these Terms. Any terms proposed by Customer in any offer, acceptance, confirmation or other document are rejected by T&R and do not bind the parties. If Customer objects to any provisions of these Terms, such objection must be in writing and received by T&R prior to commencement of performance by T&R. If Customer fails to timely provide a written objection, Customer will be deemed to have conclusively accepted these Terms. All dollar amounts referenced herein, or payments owed under the terms hereof, refer to and shall be paid in US dollars.

2. Quotations. Each quotation is valid for 30 days from its issue date unless otherwise stated in the quotation or unless revoked by T&R prior to the issuance of Customer's purchase order.

3. Prices. Prices are subject to change by T&R without notice. Unless otherwise specified, prices will be the prices in effect at the time of written order acknowledgement by T&R, subject to any mutually agreed upon escalation formula and/or adjustment for any subsequent change to the Product requested by Customer and agreed to by T&R. Except as otherwise provided in Section 6 (Delivery/Shipment) or as otherwise agreed in writing by T&R, prices will include freight Prepaid and Allowed to the accessible common carrier point nearest the first destination designated by Customer in the 48 contiguous United States on the next available T&R truck delivering to Customer's area, unless immediate shipping is required by Customer, in which case such charges are not included in the original quote and shall be additionally paid by Customer. In the event of a price change, the effective date of the change will be the date shown on the revised quotation. Where a price change is made by letter, fax or email, the effective date may be given as part of the letter, fax or email. Pallets are not included in the price of quote and must be requested separately by Customer. Pallets and export packaging provided by T&R will not be fumigated and any special requests shall be made in advance, and may not be available through T&R. Customer shall give at least two weeks' notice to T&R in the event witness tests are required by Customer, and charges for such tests will be set by T&R but will be no less than \$1,000 per day.

4. Taxes. The price quoted by T&R for the Products does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts or other like taxes which may now or hereafter apply. Customer shall be solely responsible for paying all such applicable taxes. Payment by T&R of any such taxes will be for the account of Customer, and shall be immediately reimbursed by Customer to T&R. Where Customer's or the end-user's destination is located outside of the United States, Customer shall pay all customs, duties and local customs broker fees and costs (U.S. and/or non-U.S.), as well as all other non-U.S. taxes of any type.

5. Payment. Payment terms are 30 calendar days from the date of invoice, unless otherwise agreed in writing by T&R. If the financial condition of Customer at any time prior to shipment is reasonably questioned by T&R, T&R may require payment in advance by Customer or cancel any outstanding order, without any liability or obligation to Customer and whereupon, in the event of cancellation, T&R will be entitled to receive reasonable cancellation charges. If any payment is not made when due, Customer shall pay a late charge equal to the greater of 1½% per month cumulative or the highest applicable rate allowed by law on all principal outstanding and prior assessed late charges. In addition, Buyer shall pay T&R all costs and expenses incurred by T&R in enforcing these Terms, including reasonable attorneys' fees.

6. Delivery/Shipment. Unless otherwise agreed in writing by T&R, all orders of Products with net invoice values of \$1,000 or more are shipped F.O.B. Colman, South Dakota Prepaid and Allowed, and all orders with net invoice values of less than \$1,000 are shipped F.O.B. Colman, South Dakota Prepaid and Added. All shipments are F.O.B. accessible common carrier point nearest first destination designated by Customer in the 48 contiguous United States on the next available contracted carrier truck delivering to Customer's area, unless immediate shipping is required by Customer (which charges are not included in the original quote, freight prepaid, and shall be paid by Customer).

Cartage (Store Door Delivery): Transportation charges incurred from the nearest accessible common carrier point to final destination or to shipside (in case of shipment to U.S. possessions) are the responsibility of Customer unless the common carrier furnishes store delivery at no extra charge.

Method of Shipment: T&R will determine the point of origin of shipment, the method of transportation, and the routing of shipment. Customers requiring shipment by a method or routing other than that of T&R's selection will be billed any excess or premium in transportation charges. Any charges for special services, including special train, lighterage, coordinated arrival times of multiple trucks or other modes of conveyance shall be paid or reimbursed by Customer.

Shipping Dates: Shipping dates contained in quotations are approximate and are based on receipt of complete information with the order. If drawing approval by Customer is required, drawings must be returned to T&R by Customer and released to production within 14 days, in writing, by email, facsimile or first class mail. Upon release to production, a shipment date will be determined by work load level at the time of release and may not be the same as initially quoted. An acknowledgement shipment date will be provided upon Customer request.

Customer Pick-Up: No allowance will be made in lieu of transportation if Customer accepts shipment at the factory or warehouse or freight station.

Will Call Orders: Customer expressly consents that will-call orders (e.g. orders for which Customer elects to arrange for transportation) will be invoiced on the later of the contractually acknowledged shipment date or the date of Product completion. T&R will not be responsible in any way for Customer's inability to secure timely transportation or any other delay by Customer or its service providers whatsoever. Any applicable storage charges of completed Products will be in accordance with Section 17 (Delayed Shipment).

Shipment Damage: Except in the event of F.O.B. Destination shipment, T&R will not participate in any settlement of claims for concealed or other shipment damage. When shipment has been made on an F.O.B. Destination basis, Customer shall unpack immediately and, if damage is discovered, shall: (i) not move the Product from the point of examination; (ii) retain shipping container and packing material (if applicable); (iii) notify the carrier of any apparent damage in writing on carrier's delivery receipt and request carrier to make an inspection; (iv) notify T&R within 72 hours of delivery; and (v) send T&R a copy of the carrier's inspection report.

Inspection and Acceptance: Products will be deemed accepted by Customer upon receipt. Should a Product not comply with required technical specifications, Customer shall notify T&R in writing of any alleged noncompliance within two calendar days of receipt and off-loading. Any notification of alleged noncompliance must cite each specification criteria that is alleged to be non-compliant, with evidence of the deviation. Correction of any confirmed noncompliance will be in accordance with T&R's obligations under Section 8 (Warranty).

7. Force Majeure. T&R shall not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control, including but not limited to: acts of God; acts or omissions which are substantially attributable to Customer or Customer's service providers; fire; floods, hurricanes, tornadoes or other unusually severe or harsh weather conditions; strikes or other labor difficulties; any act or failure to act or delay in acting on the part of any governmental authority or entity; changes in law, epidemics; quarantine restrictions; war; insurrection or riot; acts of a civil or military authority; title or environmental issues; embargoes; fuel or energy shortage; blockage; transportation delays or accidents; inability to obtain necessary labor, material or manufacturing facilities from usual sources, or delays of subcontractors. In the event of delay in performance due to any such cause, the date of shipment or time for completing will be extended by a period of time equal to the greater of (i) the time reasonably necessary to overcome the effect of such delay, or (ii) the time equal to the period of the delay.

8. Warranty. T&R warrants to Customer that, for the length of time stated in the quote given by T&R to Customer (or if no length of time is stated, for a period of one year from the date of invoice), the Products will be free from defects in material and workmanship under normal use, service and conditions. T&R shall have no liability for the failure of any Product to conform with this warranty if such failure is caused by abnormal stresses (such as stresses caused by incorrect primary voltage, frequency or improper overload), accident, misuse, neglect, alteration, improper installation or repair, inadequate maintenance, normal wear and tear, or use contrary to any product specifications or instructions of T&R. Customer may elect, at Customer's sole expense, to install, use and maintain a metering device that will record values for current (amps), voltage (V), frequency (Hz), loading of the transformer (kW), and such other information as may be required by T&R (collectively, the "Metered Information"). In the event of a defect or other failure of the Product, Customer is required to provide Metered Information regarding the Product to T&R, and such Metered Information will be used by T&R to determine whether the alleged defect or failure is covered by this warranty. If Customer elects not to install, use, and maintain a metering device, or otherwise fails to provide Metered Information to T&R, T&R shall analyze the Product and make the determination, in its sole discretion, whether the alleged defect or failure is covered by this warranty. In the event a Product fails to conform to this warranty during the warranty period, T&R, at its sole option, will repair the Product, replace the Product, or refund the purchase price of the Product to Customer. Excluded from this warranty are all newly manufactured transformers, regulators, switches and other equipment and all transformers, regulators, switches and other equipment rebuilt by other rebuilders, in which case such other manufacturers' or rebuilders' warranties will apply and be Customer's exclusive warranty to be enforced directly by Customer against such third party. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY CONSTITUTES T&R'S SOLE LIABILITY, AND CUSTOMER'S SOLE REMEDY, FOR ANY BREACH OF WARRANTY OR OTHER NONCONFORMITY OF PRODUCTS. T&R MAKES NO OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, OR THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. T&R does not extend this warranty, and Customer may not transfer it, to any third party; in the event this warranty is deemed to extend to any third party, this warranty shall be subject to all conditions and limitations of these Terms.

9. Limitation of Liability. The total, aggregate, and cumulative liability of T&R, and its affiliates, parent, subsidiaries, shareholders, directors, officers, employees, agents, assigns and their respective predecessors and successors, to Customer or any third party, whether by indemnity, in contract, guaranty or tort (including negligence or strict liability), by statute or under any other legal theory, shall in no event exceed the amount paid by Customer for the Product giving rise to such liability. The existence of multiple claims with respect to the same Product will not enlarge this limit.

Under no circumstances will T&R be liable to Customer or any third party, whether by indemnity, in contract, guaranty or tort (including negligence or strict liability), by statute or under any other legal theory, for any punitive, special, incidental, indirect or consequential damages or losses of any nature, even if Customer advised T&R in advance of the possibility of such damages, including without limitation loss of profit, loss of production, loss of contract, loss of revenue, cost of replacement power or temporary equipment, claims of Customer's customers, cost of money, loss of investment or business opportunity, increased operating costs, financing costs or government fines, penalties or sums due.

No action, regardless of form, arising with respect to any Product may be brought by Customer more than one year after the event giving rise to the cause of action occurred. T&R shall be entitled to the payment of its attorneys' fees and costs in the event T&R is forced to defend a legal action by Customer on a claim precluded by this section. The remedies of Customer set forth in these Terms are exclusive and include anything done in connection with the Products, such as the performance or breach of these Terms or the manufacture, sale, repair, replacement, delivery, resale or use of the Products.

Customer acknowledges that T&R sets its prices, and agreed to sell the Products to Customer, in reliance on the limitations of liability, disclaimer of warranties, and remedies set forth in these Terms.

and that such provisions form an essential basis of the bargain between the parties, without which T&R would not have agreed to sell the Products to Customer.

10. Delay Damages. In the event T&R fails to deliver a Product at the time required by an order, T&R's liability for such delay shall be limited by these Terms (including, but not limited to, Section 9 (Limitation of Liability)) and in no event shall exceed an amount equal to 5% of the purchase price of the Product at issue. Such compensation shall represent full and final satisfaction of T&R's liability for delay. Customer shall be entitled to the delay damages described in this section only if Customer substantiates through appropriate and reliable documents the damages it incurred due to the late performance of T&R. Customer shall be entitled to such damages only if T&R fails to meet the final shipment date of a Product; no delay damages shall apply with respect to any intermediate milestone or deliverable. Any amounts payable by T&R pursuant to this section shall be subject to the terms of Section 9 (Limitation of Liability), including the total, aggregate liability cap set forth therein. Customer shall use all reasonable efforts to mitigate the effect of any delay caused by T&R. In no event shall T&R be liable for delay damages where late shipment was caused by a force majeure event as defined in Section 7 (Force Majeure), a suspension of the work, a change order or modification to the Product requested by Customer, or any other act or omission of Customer or end-user which contributed to the delay at issue.

11. Intellectual Property. The sale by T&R of a Product does not convey or grant any license, express or implied, to Customer regarding any of T&R's intellectual property, including but not limited to any patents, copyrights, trademarks, trade secrets, designs, artwork or other proprietary rights, except Customer's non-exclusive right to use such intellectual property solely for the purpose of, and only to the extent necessary for, use of the Product in accordance with T&R's specifications or use documentation.

12. Transfer. In the event Customer sells, assigns or otherwise transfers a Product or any right or interest therein to a third party, such third party shall be bound by these Terms in the same manner as Customer. In the event such third party is for any reason determined to not be bound by these Terms, Customer shall indemnify, defend and hold harmless T&R from and against all liability of T&R to such transferee or any subsequent transferee in excess of what T&R's liability would have been if such transferee had been bound by these Terms in the same manner as Customer.

13. Title; Risk of Loss. Title to the Products will pass to Customer at the point of delivery to Customer. Risk of loss of the Products will pass to Customer upon the earlier of the invoicing date or the date of delivery to Customer. Until such time as Customer has paid T&R in full for a Product, Customer shall perform all acts necessary to protect the Product free of claims, demands, liens and encumbrances, to insure the Product for its full replacement value at Customer's expense, and, to the extent Customer owes T&R any amount under the purchase order, hold the proceeds of any insurance claim in respect of the Product in trust for T&R.

Without prejudice to any other remedy or right of T&R, if Customer fails to timely pay for a Product delivered to Customer, T&R may take possession of the Product and sell it. Customer irrevocably authorizes T&R or its agents to enter any premises owned, leased or otherwise occupied by Customer for the purpose of taking possession of the Product. If T&R takes possession of and sells a Product, Customer continues to be liable to T&R for an amount equal to the aggregate of the unpaid amounts and costs and expenses incurred by T&R in taking possession of, transporting, storing and selling the Product, less an amount equal to the proceeds of the sale.

14. Contract Variations. The following terms apply to purchase order variations.

Drawing Approval and Changes: If Customer approval of drawings is required, such review, comment or approval must be received by T&R no later than 14 calendar days after submittal of drawings by T&R to Customer. If Customer fails to meet this requirement, or if the Product has not otherwise been released to production within 30 calendar days of written order acknowledgement by T&R, the order shall be subject to adjustment of price and shipment terms. Where Customer's specifications are not sufficiently detailed, T&R reserves the right to design the Product in accordance with T&R's professional judgment and good commercial practices. If at any time Customer makes changes to a design as covered in Customer's specifications, the order shall be subject to adjustment of price and shipment terms to reasonably cover any additional costs and commitments caused by the change.

Hold: An order placed on hold by Customer for any reason, or by T&R while awaiting payment of overdue invoices, will be taken out of the production schedule. If/when the hold is removed, the order will be rescheduled from that subsequent release date at the then prevailing lead-time, and Customer shall be responsible for all additional costs and expenses associated therewith.

Change Order: A change order submitted by Customer for a previously acknowledged purchase order is subject to additional charges. Changes to purchase orders that have not been released for production are subject to price adjustments for changes to the Products and the costs of technical and administrative services, as well as applicable material and/or restocking costs. Changes made to purchase orders that have been released to production are subject to these same price adjustments, plus \$500 per change for production disruption and inefficiency costs. Lead-time extensions may result, depending on the nature of the changes.

Customer Supplied Material: In the event T&R agrees to install Customer-supplied material, the following additional terms shall apply:

(i) T&R will not be responsible for delays in shipment caused by delays in the receipt of Customer-supplied material. Such delays will be subject to possible price adjustments due to Customer-induced delays and disruptions.

(ii) Customer shall supply T&R all applicable technical data and drawings, in sufficient detail as determined by T&R, at time of order entry, so as to ensure the Product design can be made to accommodate form, fit, function and interface with Customer-supplied material.

(iii) Failure by Customer to supply the correct material per the detailed technical data supplied at the time of order may result in delays in shipment and price adjustments.

T&R will not be responsible for Customer-supplied material that is inferior, damaged or defective. In such an event, delays in shipment may result and shall be subject to price adjustments in favor of T&R.

Service Conditions: Liquid-filled transformer products supplied by T&R shall be suitable for operation within the "usual service conditions" as defined in IEEE Standard C57.12.00, Section 4.1. These usual service conditions include, without limitation, the following:

(i) The transformer is designed for step down duty.

(ii) The transformer is designed for operation at the rated kVA, at 3300 feet altitude, without exceeding temperature limits, provided the average temperature of the ambient air does not exceed the limits as listed below. The dielectric strength of the bushings and arrestors will be suitable to allow satisfactory operation at 3300 feet.

(iii) The temperature of the ambient air may not exceed 40 degrees C at any one time and the average temperature of the ambient air, for any 24 hour period, may not exceed 30 degrees C.

(iv) The input voltage when applied to any rated tap, at rated frequency, may not result in an output voltage greater than 110% at no load, and 105% at rated output load. The output load power factor must be 80% or better.

(v) When unusual or special service conditions occur or exist, such as damaging or explosive vapors, abnormal vibrations, shocks, transportation or storage conditions, poor wave form, unbalanced voltage, or planned regular short circuits, or service conditions other than those described in (i), (ii), (iii) or (iv) above, it is the responsibility of Customer to bring these conditions to the attention of T&R at the time a quotation is requested by Customer.

Failure by Customer to expressly provide advance notice to T&R of any unusual or special service conditions which do not meet the above shall render the Product warranty void.

15. Termination by Customer. An order or contract may be terminated by Customer only by written notice to T&R and upon payment to T&R of the termination charges described in this section, which must be paid with 30 days of the notice of termination.

Where the order is in process, but the Product is not released for manufacture, cancellation charges paid by Customer to T&R shall equal the cost of materials that are not useable on other orders, plus 20% of the price of the Product noted on the purchase order.

Where the order is in process and the Product is released for manufacture, the following charges shall be paid by Customer to T&R, based on stage of production:

If engineering is complete, 25% of the Product price

If purchasing is complete, 50% of the Product price

If materials have been received by T&R, 75% of the Product price

Within six weeks of acknowledged date of shipment, 100% of the Product price

16. Suspension by Customer. Any order held or delayed or rescheduled at the request of Customer shall be subject to the prices and conditions of sale in effect at the time of the release of the hold or reschedule. Any such order held or delayed beyond 30 calendar days will be treated as a Customer termination pursuant to Section 15 (Termination by Customer).

17. Delayed Shipment; Storage. When a Product is ready for shipment and shipment cannot be made because of reasons beyond T&R's control, T&R shall submit an invoice for the Product due and payable in accordance with the agreed payment terms, and T&R, upon written notice to Customer, shall store the Product, subject to the terms of this section.

Notwithstanding anything to the contrary herein, risk of loss of the Product shall pass to Customer upon moving the Product to storage. All expenses incurred by T&R in connection with the storage of the Product, including demurrage, cost of preparation for storage, storage charges, insurance and handling charges, shall be payable by Customer upon submission of invoices by T&R.

T&R, in its sole discretion, may agree to store completed Products for a maximum of two weeks at no additional charge on a space available basis, with the understanding and the hereby expressed consent of Customer that the date of invoice will be the date the Product was originally scheduled to ship and that payment terms will not be changed. After such two-week timeframe, a storage charge of \$250 per Product per week, or part thereof, will be assessed and billed monthly to Customer.

18. Termination by T&R. T&R shall have the right to terminate an order at any time in the event Customer breaches these Terms. T&R shall notify Customer of termination by written notice.

19. Returning of Product. No Product may be returned to T&R by Customer, except with the prior written agreement of T&R and subject to the terms specified therein by T&R.

20. Product Notices. Customer shall provide the end-user of a Product with all T&R-supplied Product and patent notices, warnings, instructions, recommendations and similar materials. Under no circumstances shall Customer or the end-user remove any such information which may be affixed to the Product or to the related materials shipped with the Product.

21. United States Export Controls. Customer acknowledges that the Products and all documentation and other technical information delivered pursuant to these Terms is subject to export controls under U.S. laws, including but not limited to the Export Administration Act and the regulations promulgated thereunder. Customer shall comply with all legal requirements established under these controls and cooperate fully with T&R in any official or unofficial audit or inspection that relates to these controls. Customer shall not export, re-export, divert or transfer, directly or indirectly, the Products or any documentation or other technical information delivered pursuant to these Terms to any country, or to the nationals of any country, which the U.S. government determines is a country to which such export, re-export, diversion, transfer or disclosure is restricted. Customer shall defend, indemnify and hold harmless T&R from and against any claims, liability and expenses arising from or related to any breach of this section by Customer. T&R's obligation to deliver the Products to Customer is conditioned upon Customer's attainment of all required licenses and permits.

22. Testing and Acceptance of Goods. Testing of the Products before shipment is done in accordance with T&R's standard factory test procedures. Upon Customer's request, T&R will provide test reports for the Products. In the event Customer requests testing other than T&R's standard factory tests and/or requests witness testing and/or inspections, Customer shall pay for all such additional testing, witness costs, and all associated charges.

23. Severability. If any provision of these Terms is found to be in violation of law or unenforceable, the remainder of these Terms shall remain in full force and effect.

24. No Assignment. Neither these Terms nor any rights, interest or benefits of Customer hereunder may be assigned by Customer to any other party, except upon the prior written consent of T&R.

25. Disputes; Choice of Law; Venue. If any dispute arises under these Terms between Customer and T&R, no action, suit, arbitration or other proceeding may be commenced before the parties have attempted to resolve the dispute pursuant to mediation, unless immediate injunctive relief is being sought. The validity, performance, construction, and effect of any purchase order which is subject to

these Terms shall be governed by the laws of the State of South Dakota, without regard to its choice of law rules or those of any other jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Products sold by T&R to Customer or any agreement or dispute between the parties. The sole and exclusive jurisdiction and venue for any legal action arising from or related to a dispute between T&R and Customer with respect to the Products, a purchase order, these Terms or any related matter shall be in the federal or state courts located in the State of South Dakota, and the parties consent to such jurisdiction and venue.



SUNBELT SOLOMON
UNPARALLELED POWER SOLUTIONS

Quote: **Q-62468** | Sale
Date: July 18, 2022
Change Order: No | Revision: 0
Project:

Bryon Johns
Salem Municipal Light & Power
electric@salemno.com

Sandy Hendrix
Inside Sales
shendrix@solomoncorp.com | +1 7855455225

PRODUCT	QTY	EACH
Single Phase Pole Mount 25 KVA KVA: 25 @ 65°C 60Hz Impedance: Standard HV: 12470GY/7200 (95 KV BIL) LV: 120/240 (30 KV BIL) Primary Taps: w/ Taps or No Taps (based on inventory at time of order) (1) Cover Mounted Primary Bushing (3) Sidewall Mounted Secondary Bushings CSP Double or Single Hanger (based on inventory at time of order) Non-PCB Mineral Oil	15	\$1,850

All REMAN Units are Completely Reconditioned to Nameplate Specifications

Destination: Missouri | **FOB:** Origin | **Shipping & Handling:** Prepaid & Allowed
Shipment: 17-18 Weeks ARO | **Warranty:** 3 Years | **Terms:** Net 30 with approved credit.

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


Please note any changes to the specifications on this quotation form and reference the quotation number on your Purchase Order. Sunbelt Solomon ('Supplier') will use your Purchase Order to proceed with manufacturing when terms and conditions are finalized. Please note that changes made after the manufacturing process begins may result in additional charges and potential delays in production. Production of units that are contingent on the approval/receipt of drawings will begin the manufacturing process after the final sign off on the specified drawings by the customer. Please allow up to 4 weeks for the receipt of requested preliminary, construction, or approval drawings from the signed formal submittal date.


All sales, rental and services are subject to Supplier's Terms and Conditions for Sales and Rentals of Equipment and/or Services ("Terms and Conditions") unless otherwise mutually agreed in writing by officer of Supplier as evidenced by such officer's signature. Acceptance of a Buyer purchase order by Supplier does not constitute acceptance of Buyer terms and conditions. As orders are time sensitive and it is cost prohibitive to review and negotiate terms and conditions between parties, Supplier Terms and Conditions apply to quotes/orders: 1) with a value before tax of \$25,000 or less, 2) emergency services or services completed before issuance of a purchase order, and 3) rush orders for sales and rental that are to ship within three (3) days regardless of submission of terms and conditions by Buyer. If the Quotation is for Company to perform evaluation services on Customer-owned equipment (e.g. for Company to determine how/if the piece of equipment failed and/or whether it can be repaired), then the provisions of terms and conditions will apply which include (among other provisions) risk of loss remaining with Customer and Company only being liable for damage to this equipment to the extent of its gross negligence or willful misconduct. In no event does Supplier accept consequential damages or agree to Prime/Owner contract terms and conditions.


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

Schedules

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

 1922 S. MLK Jr. Drive
Temple, TX 76504

 +01 800.433.3128

 info@sunbeltsolomon.com
sunbeltsolomon.com



SUNBELT SOLOMON
UNPARALLELED POWER SOLUTIONS

Quote: **Q-62468** | Sale
Date: July 18, 2022
Change Order: No | Revision: 0
Project:

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

Cancellation or Revision of Order

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

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


Standard Cancellation Charges:

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


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

Standard Revision Charges:

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

 1922 S. MLK Jr. Drive
Temple, TX 76504

 +01 800.433.3128

 info@sunbeltsolomon.com
sunbeltsolomon.com

BOARD OF ALDERMEN AGENDA

JULY 26, 2022

6:00 P. M.

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

BOARD OF ALDERMEN AGENDA

JULY 26, 2022

6:00 P. M.

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

BOARD OF ALDERMEN AGENDA

JULY 26, 2022

6:00 P. M.

1. ITEM VII (C): REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2. SUBJECT: Mark Nash, Public Works
3. DISCUSSION: EMERGENCY PURCHASE – SEWER MACHINE



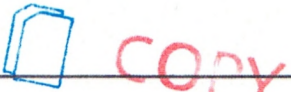
Demo Agreement

5953 Cherry Street - Rochester, IL 62563 - (217) 498-7200
Fax: (217) 498-7205 - Email: sales@coe-equipment.com

Lessee	
City of Salem	
Street Address	Phone No.
1201 S. Wine Street Salem, MO 65560	573-453-4804
Mailing Address	Email Address
400 North Iron Street Salem, MO 65560	water@salem-mo.com

Ordered By	Date	PO Number
Donnie	7/18/2022	Donnie

EQUIPMENT DESCRIPTION					RENTAL RATE		
PLATE #	SERIAL #	DESCRIPTION	DAILY	WEEKLY	MONTHLY		
	WO6228 / EQ-01375	2015 SECA Trailer Mounted Jetter, 747-FR2000	\$ 450.00				
	OUT	IN	TOTAL	TERMS			
AUXILIARY HOURS	573			Net			
FUEL	E	1/4	1/2	3/4	F	Other:	

ACCESSORIES	QTY:	LESSEE'S RESPONSIBILITY
WATER GUN w/ HOSE	1	<ul style="list-style-type: none">✓ TRANSPORTATION EXPENSE TO AND FROM JOB SITE✓ ALL RISK INSURANCE DURING TERM OF RENTAL✓ DAMAGE TO EQUIPMENT DURING TRANSPORT✓ TIRE DAMAGE BEYOND NORMAL WEAR✓ REPAIR CHARGE DUE TO IMPROPER APPLICATION, USE OR NEGLIGENT MAINTENANCE✓ ADDITIONAL CHARGE IF MACHINE IS OPERATED OVER 40 HRS/ WEEK OR 176 HRS/MONTH✓ EMPTYING AND WASHOUT OF TANKS✓ CLEANUP CHARGES, IF EQUIPMENT IS RETURNED IN DIRTY CONDITION✓ ALL FUEL CONSUMPTION✓ ALL NON-RETURNED/DAMAGED ACCESSORIES 
JET NOZZLE, Penetrator	1	
JET NOZZLE, Sanitary	1	
NOZZLE SKIDS	1	
WATER FILL HOSE	1	
TIGER TAIL	1	
500' OF 3/4" SEWER HOSE	1	
10' OF 3/4" LEAD HOSE	1	
FILL BASKET STRAINER W/ LID	2	
TOP MANHOLE ROLLER	1	
HYDRANT WRENCH	0	
GARDEN HOSE FILL ADAPTER	0	
Y-STRAINER SCREEN AND CAP	1	
MANUAL LEVEL WIND GUIDE	1	
OPERATIONAL MANUAL	1	
SET OF KEYS	1	
MISCELLANEOUS ACCESSORIES		

COE EQUIPMENT INC. TO BE LISTED AS ADDITIONAL INSURED/LOSS PAYEE ON INSURANCE FOR VALUE LISTED BELOW.
PLEASE HAVE INSURANCE COMPANY FAX COPY OF CERTIFICATE OF INSURANCE TO 217-498-7205

VIN:	1S9KU2123ED381228	YEAR:	2015	Value for Insurance Purposes:	\$55,000
CLOSING BILL			SIGN OUT DATE/TIME		
RENTAL COST		BY			
ADD'L CHARGES		PHONE			
FUEL		SIGN IN DATE/TIME			
SALES TAX		BY			
TOTAL		CEI REP			

Serving Illinois & Missouri Since 1986 ■ All Sewer Cleaning & Vacuum Excavation Equipment

Date	Quote #
7/18/2022	7209

City of Salem
400 North Iron Street
Salem, MO 65560

City of Salem
1201 S. Wine Street
Salem, MO 65560

Plus freight and tax, as applicable.
This quotation expires 30 days from the date shown above.

Quotation Total \$974.01

PLEASE DO NOT PAY FROM THIS DOCUMENT.



Terex South Dakota, Inc.
3140-15th Ave SE, Watertown, SD 57201
Account Manager - Clint Maners
Originator - Les Boehm

Drawing Approval Change Order
06/23/2022

TCF Equipment Finance
CITY OF SALEM, PUBLIC WORKS
400 NORTH IRON STREET
SALEM, MO 65560

C/O Number: 4234-0
Quote Number: QU16199
PO Number: QU16199

Units included in this change order: DK76049

Item	Description	Price
1	ADD: Chassis surcharge	\$3,090.00
2	CHANGE: Punched metal top rail package to be extended all the way around the top of body.	\$461.00
3	ADD: 3rd curbside vertical to be 24" recessed step with chain storage	\$961.00
4	CHANGE: Location of oil reservoir to be in bed area between SS 2nd vertical and CS 2nd vertical	\$0.00
5	ADD: Punched metal oil tank guard	\$911.00
6	CHANGE: Location of pole rack from curbside to streetside.	\$0.00
7	DELETE: Streetside rear access.	-\$271.00
8	ADD: Electric brake controller	\$874.00
9	ADD: Sight gauge to hydraulic tank	\$229.00
10	ADD: Two (2) maxima lights to rear of both sides of tail shelf facing back on separate switch	\$793.00
11	CHANGE: Pump to 21-8. (This Will slow the unit and winch speed). We recommend using a 17-11 or a 21-14 for a radio remote unit.	\$985.00

Price Per Unit: \$8,033.00
Number of Units: 1
Grand Total: \$8,033.00

Customer agrees that the Terex Utilities, Inc. terms and conditions of sale (which customer hereby acknowledges it has received) govern this transaction, are binding on the parties, and supersede any conflicting terms contained in any other document.

Accepted by _____ Date _____

Seperate Invoice? Yes___ No___

BOARD OF ALDERMEN AGENDA

JULY 26, 2022

6:00 P. M.

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

BOARD OF ALDERMEN AGENDA

JULY 26, 2021

6:00 P. M.

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

BOARD OF ALDERMEN AGENDA

JULY 26, 2022

6:00 P. M.

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

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

1. ITEM VIII: 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.

Pursuant to Section 610.021(3) of the Revised State Statutes of the State of Missouri pertaining to the hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded.

Pursuant to Section 610.021(2) of the Revised State Statutes of the State of Missouri pertaining to the leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefore

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
JULY 26, 2022
6:00 P.M.

1. ITEM IX: 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.