

**TENTATIVE AGENDA  
CITY OF SALEM, MISSOURI  
BOARD OF ALDERMEN  
CITY HALL COUNCIL CHAMBERS  
202 N. WASIDNGTON ST.  
SEPTEMBER 27, 2022  
6:00 P. M.**

**ITEM I CALL TO ORDER**

**ITEM II ROLL CALL**

**ITEM III HEARING OF PERSONS**

Janice Steward- 805 N. Hickory Street-Sewer Rates

**ITEM IV CONSENT AGENDA**

Mo. Dept. of Rev. C.A.R.T. Tax September 2022- \$21,940.76

Municipal Coll: Reports August 2022

Parks and Recreation Monthly Report September 2022

**ITEM V NEW AND MISCELLANEOUS BUSINESS**

Airport Fees

Trash Service Fees

Trumpia (Texting Service)

Financial Update

Agreement with GSLI for Marketing Services

Welcome Home Bid Approval

**ITEM VI READING OF BILLS AND RESOLUTIONS**

RESOLUTION NO. 31-2022- A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND GILMORE & BELL P.C. FOR ARBITRAGE REBATE LIABILITY FILING.

**TENTATIVE AGENDA  
CITY OF SALEM, MISSOURI  
BOARD OF ALDERMEN  
CITY HALL COUNCIL CHAMBERS  
202 N. WASHINGTON ST.  
SEPTEMBER 27, 2022  
6:00 P. M.  
PAGE TWO**

RESOLUTION NO. 32-2022- A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN 5 J'S LANDSCAPING AND HANDYMAN SERVICES, THE CITY OF SALEM, MISSOURI, AND LANA GROVE OF PROPERTY LOCATED AT 810 E JACK STREET, SALEM,MO.

RESOLUTION NO. 33-2022- A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AND AGREEMENT BETWEEN 5 J'S LANDSCAPING AND HANDYMAN SERVICES, THE CITY OF SALEM, MISSOURI, AND DORIAN GARAFOLA OF PROPERTY LOCATED AT 501 S HICKORY STREET, SALEM, MISSOURI.

ORDINANCE NO. 3521-AN ORDINANCE ESTABLISHING NEW RATES FOR SEWER RATES FOR SEWER SERVICES PROVIDED BY THE CITY OF SALEM, MISSOURI.

**ITEM VII BIDS**

Boom Mower for tractor  
Cemetery Mower  
Salt Storage Building  
Dusk to Dawn Lights

**ITEM VIII REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES**

**Sally Burbridge, Temporary City Administrator**

**Greg Parker, Mayor**

**Mark Nash, Public Works**

**Melissa Dubois, Parks & Recreation Director**

**Sally Burbridge, Economic Development**

**Aldermen Reports**

**TENTATIVE AGENDA  
CITY OF SALEM, MISSOURI  
BOARD OF ALDERMEN  
CITY HALL COUNCIL CHAMBERS  
202 N. WASHINGTON ST.  
SEPTEMBER 27, 2022  
6:00 P. M.  
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**ITEM IX CLOSED SESSION**

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(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**

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**MEETING DATE:** 9/27/2022

**AGENDA ITEM:** Item I

**AGENDA TITLE:** Call to Order

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**MEETING DATE:** 9/27/2022

**AGENDA ITEM:** Item I

**AGENDA TITLE:** Roll Call

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**ACTION REQUESTED BY:**

**ACTION REQUESTED:** Calling of Roll

**SUMMARY BY:**

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#### **I DESCRIPTION/ FACTS**

Mayor Greg PARKER

Alderman Kyle WILLIAMS

Alderman Shawn BOLERJACK

Alderwoman Kala SISCO

Temporary City Administrator Sally BURBRIDGE

City Attorney James K WEBER

City Clerk Tammy KOLLER

Public Works Director Mark NASH

Chief of Police Joe CHASE

Other CITY STAFF if present

# Staff Summary Report

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<b>MEETING DATE:</b>	9/27/2022
<b>AGENDA ITEM:</b>	Item III
<b>AGENDA TITLE:</b>	Hearing of Persons

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<b>ACTION REQUESTED BY:</b>	Janice Steward
<b>ACTION REQUESTED:</b>	Speak on Sewer Rates
<b>SUMMARY BY:</b>	City Clerk Koller

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## I PROJECT DESCRIPTION / FACTS

Janice Steward- 805 N. Hickory Street-To ask how sewer rates can be raised if meters are not separate from water meters.

## I PROCUREMENT

N/A

## I FISCAL IMPACTS

N/A

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<b>SUPPORT DOCUMENTS:</b>	N/A
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<b>DEPARTMENT'S RECOMMENDED MOTION:</b>
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CITY OF SALEM

REQUEST TO BE HEARD AT A CITY COUNCIL MEETING

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

Request filed by:

Name: JANICE STEWARD

Address: 805 N. Hickory St.

Phone: 573 247-9028

Date of Council meeting that you request to be heard: Sept 27

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: TO ASK how Sewer RATES  
CAN BE RAISED if meters are NOT  
separate from WATER meters

(I PAID MORE IN Sewer RATES Than  
WATER when my water was left  
on in my garden)

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

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

## **Staff Summary Report**

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**MEETING DATE:** 9/27/2022

**AGENDA ITEM:** Item VI

**AGENDA TITLE:** Consent Agenda

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**ACTION REQUESTED BY:** City Clerk Koller

**ACTION REQUESTED:** Approve Consent Agenda

**SUMMARY BY:** City Clerk Koller

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### **PROJECT DESCRIPTION / FACTS**

All matters listed under the Consent Agenda are considered to be routine by the Board of Alderman and will be enacted by one motion. There will no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.

### **PROCUREMENT**

N/A

### **FISCAL IMPACTS**

N/A

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**SUPPORT DOCUMENTS:** N/A

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve the Consent Agenda.

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# MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b>I. JUDICIAL DISTRICT</b>		Municipality: CITY OF SALEM		Reporting Period: Aug 1, 2022 - Aug 31, 2022	
Mailing Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560					
Physical Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560				County: Dent County	Circuit: 42
Telephone Number: (573)7293931			Fax Number:		
Prepared by: KRISTI CRAIG			E-mail Address:		
Municipal Judge:					
<b>II. CASE DISPOSITIONS</b>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		3	33	48	
B. Cases (citations/informations) filed		0	0	0	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		0	0	0	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	0	0	
6. dismissed by court		0	0	0	
7. no/le prosecute		0	0	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
<b>9. TOTAL CASE DISPOSITIONS</b>		0	0	0	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		3	33	48	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<b>III. JUDICIAL DIVISION (pre- &amp; post-disposition)</b>					
1. # Issued during reporting period		0	1. # Issued during period		0
2. # Served/withdrawn during reporting period		0	D Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		98			

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: CITY OF SALEM	Reporting Period: Aug 1, 2022 -Aug 31, 2022
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<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>			
Fines - Excess Revenue	\$0.00	Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Clerk Fee - Excess Revenue	\$0.00	Sheriff-Other Co	\$311.67
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	<b>Total Other Disbursements</b>	\$311.67
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$311.67
<b>Total Excess Revenue</b>	<b>\$0.00</b>	<b>Bond Refunds</b>	\$0.00
		<b>Total Disbursements</b>	<b>\$311.67</b>
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) D Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$0.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$0.00</b>		

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b>1. Q. J. R. I. EQBMAIIQ</b> Municipality: CITY OF SALEM   Reporting Period: Aug 1, 2022 - Aug 31, 2022			
Mailing Address: 112 E 5TH STREET, SALEM, MO 65560			
Physical Address: 112 E 5TH STREET, SALEM, MO 65560   County: Dent County   Circuit: 42			
Telephone Number:	Fax Number:		
Prepared by: I. RISTI CRAIG	E-mail Address:		
Municipal Judge:			
<b>II. MQTHILY: ASf;LQAI2 I EQBMAIIQ</b>			
	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	0	27	37
8. Cases (citations/informations) filed	0	9	1
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	3"	4
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	0	0
6. dismissed by court	0	0	0
90' no/le prosequi	0	0	0
8. certified for Jury trial (not heard in Municipal Division)	0	0	0
<b>9. TOTAL CASE DISPOSITIONS</b>	0	1	4
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	0	35	34
E. Trial de Novo and/or appeal applications filed	0	0	0
<b>III. WABBAU. I EQBMAIIQ (pre- &amp; post-disposition)   I, eABKI I I KEI</b>			
1. # Issued during reporting period	0	1. # Issued during period   0	
2. # Served/withdrawn during reporting period	8	F "Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	40		

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b>COURT INFORMATION</b>	Municipality: CITY OF SALEM	Reporting Period: Aug 1, 2022 - Aug 31, 2022
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Y, Q1Sa!..IBSli;ME;tUS			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$301.00	No Data Available	
Clerk Fee - Excess Revenue	\$0.00	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$445.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	<b>Bond Refunds</b>	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	<b>Total Disbursements</b>	\$445.00
<b>Total Excess Revenue</b>	<b>\$301.00</b>		
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$116.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) F' Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$14.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$14.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$144.00</b>		



## **City of Salem Park Board Report**

**September 7th, 2022**

**Melisa DuBois, Park and Recreation Director**

### **Youth Sports and Programs**

- Flag Football/Cheerleading
  - 154 registrations
    - 39 Cheerleading
    - 45 1<sup>st</sup>-2<sup>nd</sup> flag football
    - 59 3<sup>rd</sup>-4<sup>th</sup> flag football
    - 11 5<sup>th</sup>-6<sup>th</sup> flag football
  - We will not have enough 5<sup>th</sup>/6<sup>th</sup> grade to have an upper division. We were able to keep about half of the 5<sup>th</sup>/6<sup>th</sup> grade registrations as they were still listed at 10 years old.
- Youth Basketball
  - Registration will be open mid-October.

### **Grounds and Satellite Parks**

- Al Brown lighting project
  - Poles and lighting installation complete
  - Waiting on ESP for bid on electrical work.
- Disc Golf Course
  - Concrete tee pads are in place (Thank you City of Salem Construction Crew)
  - Baskets are set
  - Signage is being placed
  - Would like to have a ribbon cutting for the new course. Dates?
  - See attached map for new course layout.

### **Other Parks and Recreation Business**

- Movie in the Park
  - Was postponed due to weather. Make up dates was August 27<sup>th</sup>. It was a great event with 65-75 people in attendance. Already planning for next year.



o Popcorn Popper

- Found a deal on an 8oz commercial popcorn popper on Govdeal.com. Machine was purchased in 2019 used less than 10 times. Retail for \$687. We purchased for \$262. Looking forward to adding popcorn to our concession.

o Pool

- Pool closed on August 20<sup>th</sup>. (Not enough staff to remain open longer dates)
- Kiddie feature pump continues to shut off. Checked for leaking under the concrete and no leak was detected. We will probably be needing a new pump for those features soon.
- The pool flooring is in bad shape. The floor retains stains and will not come clean. We plan to try heated power washing to see if this renews the surface. If not, we need to look into replacing with a surface that is cleanable.

o Light Up the Park

- Set up by December 2<sup>nd</sup>
- Displays will be on December 3<sup>rd</sup> -31<sup>st</sup>.
- Please help get the word out.
- Would we like to do anything different this year? Pictures with Santa donation night? Hot Chocolate and popcorn?

o Fence Banner Sponsors

- Banner opportunities available for summer ball season, Flag Football, and Soccer.

o Pavilion Reservations

- 27 currently from August-September
- 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.

# Staff Summary Report

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<b>MEETING DATE:</b>	9/27/2022
<b>AGENDA ITEM:</b>	ITEM V NEW AND MISCELLANEOUS BUSINESS
<b>AGENDA TITLE:</b>	Airport Fees

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<b>ACTION REQUESTED BY:</b>	Airport Board
<b>ACTION REQUESTED:</b>	Approval of increase of airport hangar fees.
<b>SUMMARY BY:</b>	City Clerk Koller

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## **PROJECT DESCRIPTION / FACTS**

On January 18, 2022, Tyler Naramore recommended hangar increases of \$10 a month per year for five years to help offset maintenance costs. Steve Spencer moved to approve hangar increases. Seconded by John Maledy. Motion Passed.

Current Hangar Prices:

Hangar #1-3, 5-12 - \$240.00 per year

Hangar #13 (Domeyer Hangar) - \$500.00 per year

## **PROCUREMENT**

N/A

## **FISCAL IMPACTS**

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<b>SUPPORT DOCUMENTS:</b>	Airport Lease
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<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	Move to approve Airport Board recommendation to increase hangar rental fees by \$10.00 a month per year for five years.
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## Airport Lease Agreement

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the City of Salem, Missouri, hereinafter referred to as the Lessor, and \_\_\_\_\_ hereinafter referred to as the Lessee.

### W11NESSETH:

WHEREAS, Lessor owns the Salem Municipal Airport, hereafter called airport, and the Lessor is willing to lease to the Lessee certain premises hereinafter more fully described and located on said airport, upon the terms and conditions stated herein:

NOW THEREFORE, in consideration of the rents, covenants and agreements herein contained, Lessor does hereby lease to Lessee the premises identified as \_\_\_\_\_ to be used as an aircraft hanger only (services to the public are prohibited).

- 1 In consideration of the leasing of said premises, the Lessee hereby agrees to pay the Lessor the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_) per year to be paid annually on or before July 1.
- 2 The Lessee agrees to assume responsibility for all utilities (including fuel and sanitary services such as trash pick-up).
- 3 The Lessee shall be responsible for the mowing of all vegetation within a 10 foot radius of the leased premises.
- 4 The term of this lease shall be for a period of twelve (12) months, beginning the 1st day of July. The lease will automatically renew annually under the same terms and conditions unless termination by the Lessor 30 days prior to termination date. Such renewals shall not exceed a period of twenty (20) years.
- 5 The Lessee may not assign or transfer this lease, or any interest therein, or sublet the premises or any part thereof, without the prior written consent of the Lessor.
- 6 The dumping of trash by the Lessee on any portion of the Salem Municipal Airport is forbidden.
- 7 Lessee will not undertake to attach fixtures or appurtenances to any structure without written consent of the Lessor. Once attached, these additions may not be removed without the express written consent of the Lessor. Public Services are exempted from this paragraph.
- 8 Lessee will not contract for any services or improvements for the benefit of the Lessor without the express written consent of the Lessor.
- 9 At the expiration or termination of this lease, the Lessee agrees to surrender peaceful possession of the leased premises to the Lessor in as good condition as they now are, ordinary wear and tear excepted.
- 10 The Lessee agrees that the Lessor has the right to adopt and enforce reasonable rules and regulations and that Lessee will faithfully observe and comply with all rules and regulations as may be promulgated by the Lessor, the United States of America or any Department or Agency thereof, and the State of Missouri.
- 11 Lessor reserves the right to enter upon the leased premises at any time for the purpose of making any inspection it may deem expedient or necessary.
- 12 During time of war or national emergency, Lessor shall have the right to enter into an agreement with the United States Government for military or naval use for part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this agreement, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.
- 13 This agreement shall be subordinate to the provisions of any outstanding agreement between Lessor and the United States relative to the maintenance, operation or development of the Airport.

14. Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of the Lessee in this regard.
15. Lessor reserves the right to further develop or improve the landing area and all publicly owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.
16. Lessor reserves the exclusive right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which in the exclusive opinion of Lessor would limit the usefulness of the airport or constitute a hazard to aircraft.
17. If the event Lessee shall violate any of the terms or provisions of this Lease, and shall fail after a (30) day notice in writing from the Lessor to rectify such violations, Lessor may, at its option, declare this Lease cancelled and terminated and shall be entitled to immediate possession of the leased premises.
18. Lessee shall indemnify Lessor against all claims, including negligence, and against all loss, damage, or expense, arising out of any failure of Lessee in any respect to comply with and perform the requirements and provisions of this lease. Lessee shall indemnify Lessor against any penalties, damages, or charges imposed for any violation of any law, statute, or ordinance, whether occasioned by the negligence of Lessee or those holding under Lessee or otherwise.
19. The hanger space described herein must be occupied by Lessee's airworthy aircraft on a regular basis with the following exceptions: The Lessee will be allowed a ninety (90) day grace period if Lessee has sold his aircraft and is purchasing a replacement or if the aircraft is damaged and is at another place for repairs. If the Lessee feels this time will exceed the ninety (90) day grace period, he shall inform the Board of Aldermen and the Salem Airport Advisory Board and make application for an extension of the grace period.
20. Lessor agrees that in considering the matter of subleasing by Lessee, it will follow the pilots seniority waiting list as is on file at the City Hall.
21. The Lessee for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
22. The Lessee for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
23. It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.
24. There is hereby reserved to the City of Salem, Missouri, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the airspace above the surface of the premises herein conveyed, together with the right to cause in

said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from, or operating on or about the airport.

25. The lease shall become subordinate to provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, Development, or maintenance of the airport, the execution of which has been or may be Required as a condition precedent to the expenditure of federal funds for the development of the airport.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

ATTEST:

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Lessee's Address

\_\_\_\_\_  
Lessee's Email Address

\_\_\_\_\_  
Phone#

\_\_\_\_\_  
Date

City Seal:

# Staff Summary Report

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<b>MEETING DATE:</b>	Sept 27, 2022
<b>AGENDA ITEM:</b>	ITEM V NEW AND MISCELLANEOUS BUSINESS
<b>AGENDA TITLE:</b>	Trash Service Fees

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<b>ACTION REQUESTED BY:</b>	Temp City Administrator
<b>ACTION REQUESTED:</b>	Approval of Increase in Trash Service Fee
<b>SUMMARY BY:</b>	Sally Burbridge

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## **I PROJECT DESCRIPTION / FACTS**

This item has not historically been brought before the Board of Aldermen for approval, but I believe it is appropriate at this time.

In review of the city's overall budget, it caught my attention that the City's budgeted Sanitation Fund (trash services) which we contract with GFL for the service was budgeted and adopted to pull from previous year's reserves to balance the fund. This means the city is not charging enough for the services to pay the bill for this contracted service.

This issue was brought before the Utility Committee at the Sept 14, 2022 meeting and was voted unanimously to recommend the increase.

11

## **II PROCUREMENT**

The City is in the last of a 3-year contract with GFL for services and the City will need to go out for bids for services next spring. Otherwise the proposed increase in fees has no impact on procurement.

11

## **III FISCAL IMPACTS**

This will be an increase in revenue for the Sanitation budget to line item 530-46170 Refuse Collections. There were 1,907 trash accounts billed for service through the City on bills that came out the first week of September, 2022. If we base the new revenue on 1900 accounts, this will increase the revenue by roughly \$17, 100 for the year.

\$1 X 1900 accounts X 9 months remaining in the budget year= \$17,100.00

This amount will eliminate the budget gap of \$11,050 and should result in a small positive balance in the account to help offset any anticipated lag time between acquiring a new contract and implementing potential new trash service fees based upon that contract.

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**SUPPORT DOCUMENTS:** N/A

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve the increase in trash service collection fees by \$1.00 per account effective with the next Utility billing.

Residents within the City Limits - current rate= \$15.00 - new rate= \$16.00

Senior Citizens within City Limits- current rate= \$14.50- new rate= \$15.50

Non-residents on City Utilities - current rate= \$18.00 - new rate= \$19.00

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# Staff Summary Report

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<b>MEETING DATE:</b>	Sept 27, 2022
<b>AGENDA ITEM:</b>	ITEM V NEW AND MISCELLANEOUS BUSINESS
<b>AGENDA TITLE:</b>	Trumpia (Texting Service)

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<b>ACTION REQUESTED BY:</b>	Temp City Administrator
<b>ACTION REQUESTED:</b>	Approval of Annual Contract with Trumpia (Texting Service)
<b>SUMMARY BY:</b>	Sally Burbridge

---

## **PROJECT DESCRIPTION ' FACTS**

Trumpia is the company that provides the City of Salem's texting application. Since it's inception almost a year ago the number of residents who have signed up for the text service, to receive notices about Utility specific updates, Parks and Recreation programs and general City updates and news has had modest growth. This is a voluntary texting platform, which means citizens of Salem may choose to sign up to receive text notifications from the city and must actually text a keyword to the applications number to sign up.

As of 9/21/22 there are a total of 331 citizens who have added their numbers to the texting app and are regularly receiving notifications from the city. There are 286 receiving ALL City notifications, 62 receiving only Utility related notices and 59 who are signed up to receive only Parks and Rec notifications.

## **PROCUREMENT**

Requesting continuation of existing service. This is an annual contract. It would not make sense to change companies providing this new service one year in.

I recommend that the city solicit bids for this type of service every 3-5 years to ensure we are getting the best price and menu of services, while ensuring continuation of a familiar platform in the meantime.

## **FISCAL IMPACTS**

This expenditure is pulled from multiple budget line items which reflect the various departments of the city whose messages are sent out through the system. The budget line items are listed below:

General Fund: Non-Departmental: Special Services	100-512-50700 - \$1,000.00
Parks & Recreation Fund: Special Services	210-501-50700 - \$500.00
Electric Fund: Special Services	501-501-50700- \$1,500.00
Water Fund: Special Services	510-501-50700 - \$1,500.00
Sewer Fund: Special Services	520-501-50700 - \$1,500.00

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<b>SUPPORT DOCUMENTS:</b>	Trumpia Invoice and Annual Contract for Services
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**DEPARTMENT'S RECOMMENDED MOTION:** Move approval of the annual contract with Trumpia for texting app services in the amount of \$6,000.00.

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To: City of Salem MO

Username: CityofSalem

Date: 09/21/2022

Customer Contact		DoCircle Contact	Terms
Name: Sally Burbridge	Title: Temp City Administrator	Name: Zenesia Guice	PO#:
Phone: 505-729-4811	Email: <a href="mailto:cityadministrator@salem-mo.com">cityadministrator@salem-mo.com</a>	Title:	Total Contract Value:
Address: 400 North Iron Street Salem, MO 65560 United States		Email: <a href="mailto:billing@mytrum.com">billing@mytrum.com</a>	\$6,000.00

Item	Service Description	Amount
Plan Name	PP1212 IR-US-TF-UI-PLN Multi 50,000 12 Months (Prepaid, 20% discount) *Unused credits will expire after 12 months *Unused credits from previous term will expire on 10/13/2022	\$6,000.00
Notes	*A3% surcharge will be applied to all credit card transactions over \$5,000 perline item. (No Surcharge if paid via ACH/wire/check)	
Payment Terms	*Due by 10/13/2022 to avoid lock out	
Service Commitment	10/13/2022 - 10/13/2023	
Invoice Number	TRU092122	

NOTE: Pricing Information is confidential. All fees, credit charges and plan prices are subject to change without prior notice due to unforeseen circumstances including but not limited to changes in government taxation, carrier charges, aggregation costs, network charges, and other situations outside of Trumpia's control. Prices are also subject to change at the time of an account renewal, whether the renewal is automated or requested. If any new pass through or surcharge fees are applied by the carriers, Trumpia will charge Customer via post-billing.

#### Trumpia "No Refund" Policy

All payments including: setup fees, short code fees, monthly plans, prepaid credits, service fees, and reseller fees are non-refundable regardless of service usage or account activity. It is the sole responsibility of the user to utilize the service. Any unused credits are also non-refundable. However, unused credits may be transferred to another Trumpia account that Customer controls. Customer is not allowed to transfer credits or control of the account to a third party.

Customer has read and agrees to Trumpia's following policies:

- Terms of Use (<https://www.trumpia.com/terms-of-use/>)
- Privacy Policy (<https://www.trumpia.com/privacy-policy/>)
- Anti-Spam Policy (<https://www.trumpia.com/anti-spam-policy/>)
- Import & API Agreement (<https://www.trumpia.com/import-api-agreement/>)
- Credit card transactions over \$5,000 are subject to a 3% surcharge

Subtotal	\$6,000.00
Tax Rate	0
Tax	\$0.00
3% Credit Card Fee (applicable)	\$180.00
Total Due	\$6,180.00

\*Total Due if paid via Check/ACH: \$6,000.00

Company Name:

Name:

Title:

Phone:

Email:

Signature:

Date:

### Invoice Terms

#### 1. SUBSCRIPTION

Trumpia agrees to provide Customer with a terminable, non-exclusive, non-transferable to a third party, and limited subscription to use and access the cloud-based Trumpia messaging software and API ("Trumpia software") for the Term.

#### 2. TERM

This Agreement ("Agreement") shall be effective within the dates specified on the first page of this document ("Term") and will automatically renew unless Customer explicitly requests non-renewal at least sixty (60) days prior to the expiration of the Term. When renewed, the new term ("Renewal Term") may or may not follow the same terms and conditions set forth in this agreement. In the case of any change, a new invoice will be sent to the Customer. If no new change is made, the account will be renewed under the same conditions for a Renewal Term.

If Customer pays monthly, all credits expire on the same day of the following month. If Customer pays quarterly, all credits expire at the end of the quarter. If Customer pays annually, all credits expire after a year. As such all standard message credits expire based on the billing cycle. All prepaid message credit buckets expire after 1 year.

#### 3. TERMS OF USE

The service terms and policy documents published on Trumpia's site are integral to this Agreement. Customer acknowledges and agrees to comply with the terms and standards detailed in the links below. Trumpia reserves the right, at its sole discretion, to modify and post these terms and policy documents at any time without prior notice. URLs and their contents are subject to change, and Customer is responsible for finding, reading, and acting in accordance with indicated guidelines as well as the latest revisions thereof.

- Trumpia Terms of Use - <https://www.trumpia.com/terms-of-use>
- Trumpia Privacy - <https://www.trumpia.com/privacy-policy>
- Trumpia Anti-Spam Policy - <https://www.trumpia.com/anti-spam-policy>
- Trumpia Import and API Agreement - <https://www.trumpia.com/import-api-agreement>

#### 4. DISCLAIMER OF WARRANTIES

TRUMPIA DOES NOT WARRANT THAT ITS SERVICES OR WEBSITE WILL FUNCTION AS DESCRIBED OR WILL BE TIMELY, UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY STORED DATA WILL BE SECURE OR SAFE FROM LOSS, THEFT, OR DAMAGE. TRUMPIA DOES NOT WARRANT THAT ANY SHORT CODE AND/OR LONG CODE APPLICATION(S) WILL BE APPROVED BY THE WIRELESS CARRIERS FOR CUSTOMER'S SPECIFIC USE CASE(S).

#### 5. TERMINATION

Customer may request non-renewal of Agreement by submitting a support ticket through Trumpia's user interface at least sixty (60) days prior to the end of the Term. Service may not be cancelled by any other method such as phone, email, or letter. Customer acknowledges and agrees that all payments made including setup fees, subscription fees, plan fees, service fees, and prepaid message credits are non-refundable regardless of Customer's service usage, satisfaction, or account activity. It is the sole responsibility of Customer to utilize the Trumpia software. Lack of activity does not automatically cancel or terminate your account and Customer remains responsible for all applicable service fees.

Customer acknowledges and agrees that any unused message credits are also non-refundable. All committed fees are to be paid. Customer agrees to pay any outstanding amount for the Trumpia software whether the Trumpia software was previously used, will be used, or was cancelled or terminated. Customer may cancel or terminate online access to Trumpia service at any time, but any commitments under this agreement, including but not limited to paying all fees hereinafter, will remain until all obligations are met with valid payments. Cancellation, suspension, termination, or deletion of the account(s) by Customer or Trumpia may never be construed as a release or acknowledgment of meeting financial obligations under this agreement. This includes all unpaid dues or financial commitments that were agreed upon under this agreement, even if they are for a period after the cancellation or termination date.

Customer acknowledges and agrees that any failure to make payments due under this agreement will result in Trumpia pursuing all legal remedies, including seeking the assistance of the courts and/or a collection agency. Customer agrees to pay any costs associated with Trumpia's efforts to collect any payments due under this agreement.

Trumpia reserves the sole discretion and right to permanently delete archived data after 30 days of account cancellation or termination. 30 days after Customer's account is terminated, all numbers and codes associated with it will be deactivated.

#### 6. PRICING

Pricing information is confidential. All fees, credit charges and plan prices are subject to change without prior notice due to unforeseen circumstances including but not limited to changes in government taxation, carrier charges, aggregation costs, network charges, and other situations outside of Trumpia's control. Prices are also subject to change at the time of an account renewal whether the renewal is automated or requested. If any new pass through or surcharge fees are applied by the carriers, Trumpia will apply such charges to Customer through post-billing.

#### 7. APPLICABLE TAXES

In cases where sales tax law in your state impacts SaaS services, Trumpia reserves the right to add additional charges to your account to reflect those taxes including past unpaid taxes.

#### 8. CODES

In case of account termination, Customer understands that Trumpia keeps control of any codes that may have been assigned to Customer. These codes cannot be transferred out to be used with another service provider. All code setup fees shall be collected upfront, and annual code and hosting fees will be collected within 60 days of setup. Trumpia will refund code and hosting fees only if provisioning is declined and after paying for all out-of-pocket quarterly code expenses.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Company:	OoCircle, Inc. dba Trumpia
Name:	Ken Rhie
Title:	CEO
Signature:	
Date:	

### Card Payment Authorization

<input type="radio"/> 	<input type="radio"/> 	<input type="radio"/> 	<input type="radio"/> 
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Cardholder's Name	Card Number	Billing Address
Expiration Date	CW/CID	

Customer understands that upon their signature and submission to DoCircle, Inc. dba Trumpia ("Trumpia"). Customer is authorizing Trumpia to make regularly scheduled charges to the credit card listed above. Customer understands that all Trumpia plans will be automatically renewed every year unless prior notice is given at least 60 days before the end of the term agreed in this invoice. As an authorized user of this credit card, the undersigned will not dispute or file a chargeback against these scheduled transactions.

Please note that all payments made are non-refundable regardless of Custome(s) service usage, satisfaction level or account activity. It is the sole responsibility of the user to utilize the service. Any unused credits are also non-refundable. However, unused messages credits can be transferred to another Trumpia account that Customer controls. Customer is not allowed to transfer credits or control of Customer's account to a third party. This invoice is governed by the terms of the Invoice Terms unless Customer has a signed Master Service Agreeerrent for the Trumpia services. In which case such signed Master Service Agreement will govern this invoice.

Customer	Signature	Date
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City of Salem  
Board Meeting  
Finance Director, Stacey Houston

Sept 27, 2022

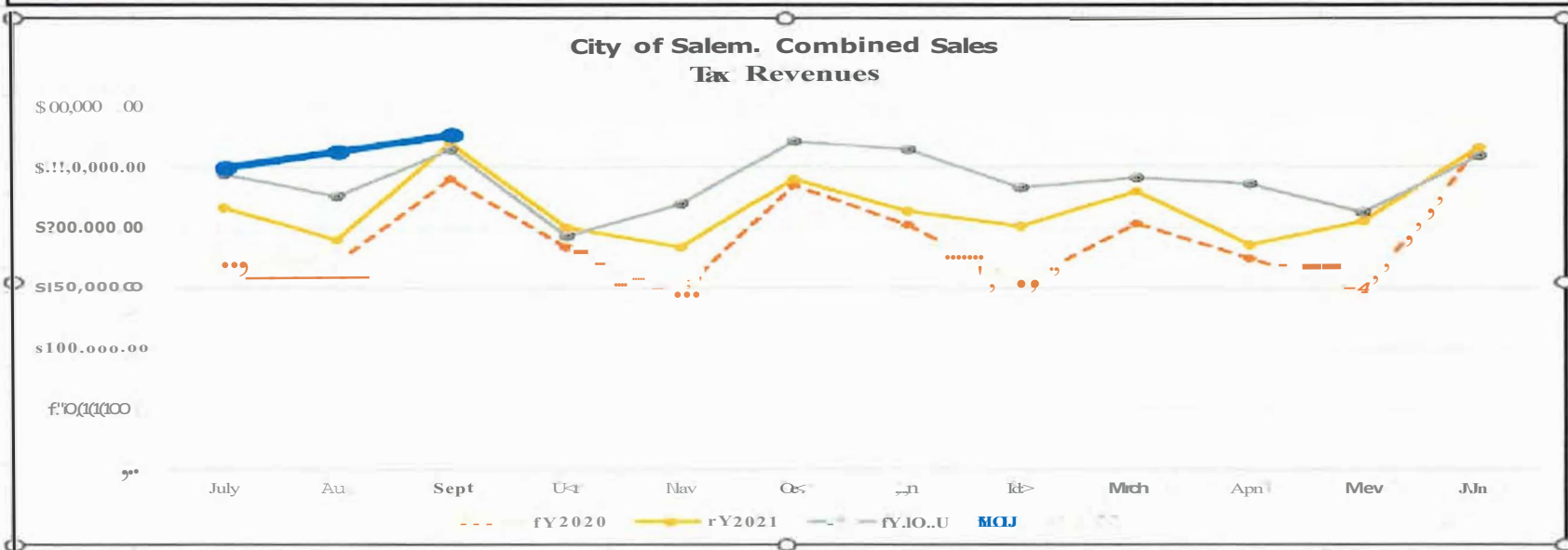
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\*Pending Year End Transfers & Adjustments

# SALES TAX REVENUE

	2019-2020	2020-2021	2021-2022	2022-2023	2022-2023
	Actuals	Actuals	Actuals	YTD	Budget
Gen'l Fund	\$1,122,429	\$1,277,091	\$1,413,487	\$391,308	\$1,252,600
Parks & Rec	\$421,695	\$478,990	\$530,008	\$146,736	\$425,000
Cap Imp	\$562,262	\$638,546	\$706,743	\$195,654	\$650,000



## UTILITY USAGE & REVENUE

	<b>2021-2022</b>	<b>2022-2023</b>		<b>Percent YTD</b>
	<b>YTD Actual</b>	<b>YTD Actual</b>	<b>2022-2023</b>	<b>Actual to Budget</b>
	<b>as of 08/31/2021</b>	<b>as of 08/31/2022</b>	<b>Budget</b>	<b>(17% of year)</b>
Electric Consumption Sold	10,098,025	10,900,242		
Electric Sales Rev.	\$926,185	\$1,308,586	\$6,677,759	20%
Purchase of Power	\$728,140	\$946,395	\$4,321,372	22%
Water Consumption Sold	25,317,210	30,208,159		
Water Sales Rev.	\$158,863	\$190,936	\$768,908	25%
Sewer Consumption Sold	22,344,190	26,833,001		
Sewer Sales Rev.	\$146,863	\$175,508	\$ 728,759	24%

As of 9/21/2022

# **Staff Summary Report**

<b>MEETING DATE:</b>	Sept 27, 2022
<b>AGENDA ITEM:</b>	ITEM V NEW AND MISCELLANEOUS BUSINESS
<b>AGENDA TITLE:</b>	Agreement with GSLI for Marketing Services
<b>ACTION REQUESTED BY:</b>	Economic Development Director
<b>ACTION REQUESTED:</b>	Approval of Agreement with GSLI for Marketing Services
<b>SUMMARY BY:</b>	Sally Burbridge

## **I PROJECT DESCRIPTION/ FACTS**

The Certified Site project in Masters Industrial Park was begun in the Fall of 2019. The long-range goal of the project was to develop a site that was ready for an industrial user to purchase and immediately begin building their facility with out delay. The Certified Site program itself required the City to perform a Phase I Environmental Site Assessment, geotechnical study, Endangered Species research and clearance, Historical & Archeological Study and subsequent clearance, have the timber cleared and the parcel seeded among other items which were documented and submitted to the Missouri Department of Economic Development.

Now that the studies and work are nearing completion (the final grading and seeding of the 25-acre parcel is underway with a contract end date of October 15, 2022), it is time to begin marketing the parcel. Preparing the parcel and obtaining Certified Site status was the first step, the next step is to market the parcel through economic development channels which offer a higher chance of it being seen by businesses and industry partners who are looking for such properties.

Over the past couple of years, I have been researching companies and consultants who provide economic development marketing services. This is much more than simply placing an ad in a publication. This includes attendance at trade shows, direct opportunities to put our properties in front of global businesses looking to relocate or expand and more as outlined in the attached proposal.

My first contact with Carol Harris of Global Site Location Industries, LLC (GSLI) was in September of 2020. During that time, I have tested with a small membership a competing company and decided it was not a good fit. Ms. Harris and I have had multiple conversations about Salem and Dent County's needs and opportunities. I have been able to sit in on a virtual presentation with Q&A, with a company that was working with GSLI to identify prospect locations for their new manufacturing facility; and I have been able to access their on-line portal on a trial basis to get a better understanding of its functionality.

GSLI is offering basically a half price opportunity for the City of Salem with this proposal.

## **PROCUREMENT**

See above narrative.

## **FISCAL IMPACTS**

This expense would be charged to Economic Development, Advertising 703-501-50100 which was budgeted with \$15,000.

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**SUPPORT DOCUMENTS:**      Proposal and agreement with GSLI.

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**DEPARTMENT'S RECOMMENDED MOTION:** Move Approval of the agreement with GSLI for 12 months of economic development marketing activities in the amount of \$4,950.

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August 22, 2022

## Prepared For:

City of Salem  
Sally Burbridge

Dear Sally,

It was wonderful speaking with you about the needs of City of Salem. I'm confident that by moving forward with this proposal, you will be in a strong position to achieve your goals in business attraction. Not only will you increase the number of active projects in your pipeline, but you will dramatically reduce the amount of money needed to invest in alternative traditional marketing methods.

After carefully considering our conversation, here is why I feel GSLI's program aligns so well with your goals.

City of Salem wants to invest time in "working" with projects ~~and~~ not "chasing" them.

Too many times, you are presented with the daunting task of trying to find qualified projects. These projects have to be actively expanding, and also willing to consider your area for expansion. At the end of the day, you know your board will ask you, "What did you spend and what did you get in return?"

It's a hard number to pinpoint, but with GSU's Elite Prospect Marketing Program, your economic development team will enjoy focusing on working with active projects that are seeking to expand their companies, within the months to come.

City of Salem needs a multi-media program that provides access and exposure.

By implementing GSLI's Elite Prospect Marketing Program, you will instantly have access to exposure through trade shows, dynamic links to your website via [Globaltrademag.com](http://Globaltrademag.com), national press providing education to prospecting companies about your area, and social media coverage to thousands of qualified executives.

City of Salem wants trusted project data & information.

You will be presented with new project alerts, as they become available, for companies we are currently engaging with. Each project is 100% guaranteed. There are seven points of critical data obtained from each project that allow you the ability to present your area as a viable location for their next site. You will receive information detailing: the number of new employees, desired wages, size requirements, motivating factors, capital investment, company history, industry and what role they play in the final decision.

City of Salem wants exclusivity.

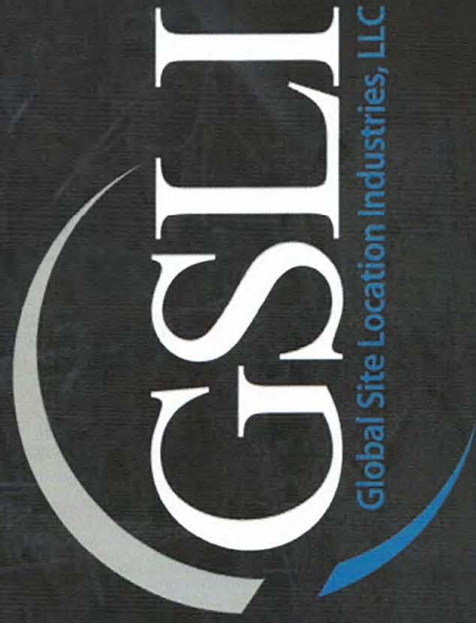
GSLI only allows a few ED department members per state. You are assured to be one of the exclusive EOC's that will have an opportunity to present your area to the project.

All of these benefits add up to a complete package, and a solution for success. Please find the following proposal and recommended action plan for your consideration. We at GSLI are excited about the opportunity to earn your business and deliver the quality results you desire.

Respectfully submitted,



Carol Harris  
Director of Business Development  
[carol@gslisolutions.com](mailto:carol@gslisolutions.com)  
(417) 540-2132



ELITE PROSPECT  
MARKETING PROGRAM

# Business Proposal

Specially Prepared For:  
**Sally Burbridge**  
City of Salem






# Proposal Overview

The business-attraction and retention functions performed by City of Salem (including the attraction of new business, identifying target industries, and conducting one-on-one meetings with potential projects) should be standard protocol of the organization. This should all be done and delivered in a professional manner to the business community and ensure marketing and/or consulting dollars are invested in the best resources for a maximum return on investment.

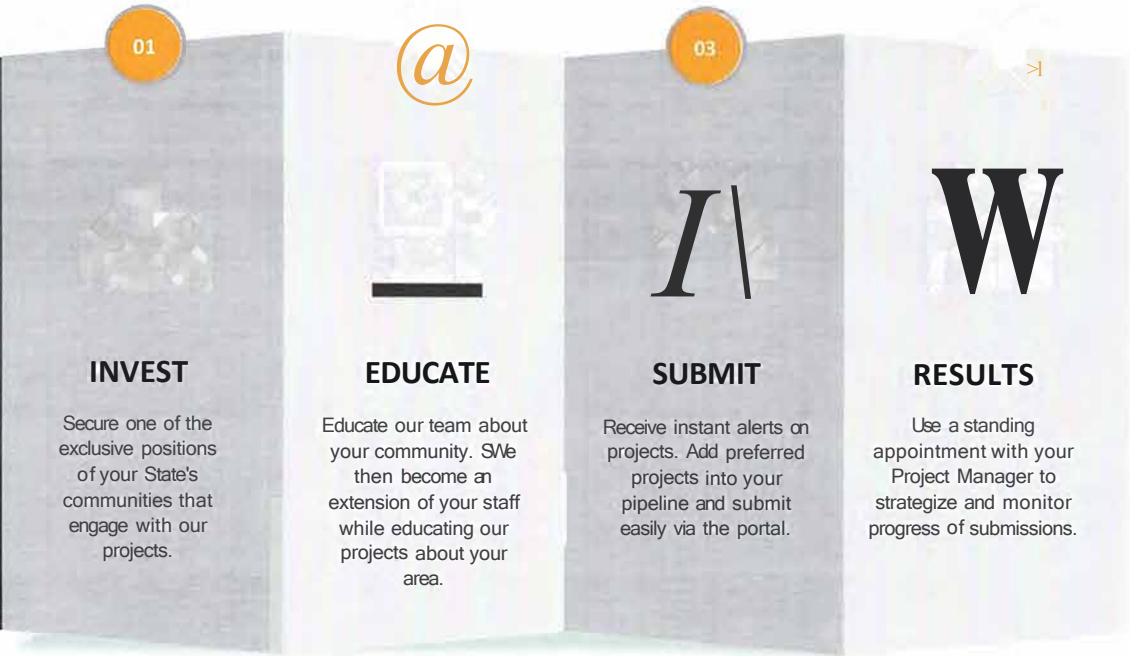
## Recommended Action Plan:



### Action Plan

#### Strategy For Success

The completion of these items will involve a number of strategic steps. GSII will become a partner in this process and will become a strong foundation for the promotion of City of Salem and its business-attraction goals.





## We've Been Busy Since 1994

For over 25 years, GSLI has identified projects that create economic impact for communities.

**2,125**  
Identified Projects

**53,125**  
New Jobs Created

**\$6.3 Billion**  
Capital Invested

**31.8 Million**  
Square Feet of Space

## Trust Comes With Experience

Global Site Location Industries is a site-location firm that was founded in 1994 and has assisted over 2,100 companies with their site-location decisions. We work closely with our area experts, consisting of GSLI's Elite members and our Project Development Board, to provide valuable resources to companies. Our proven process begins with an experienced lead technician conducting the initial interview with an interested company in order to identify the viability of a project. Our expertise includes complete project management, design, web site creation, video production, retail attraction, business retention and finance.



Global Site Location Industries  
3010 LBJ Freeway,  
Suite 625  
Dallas, Texas 75234  
Tel: 469.778.2606

## About The Founder and CEO

25+ Years And Still Growing



**Eric Kleinsorge**  
Chairman | CEO

# Experience Does Matter

GSL/ was founded by Eric Kleinsorge over 25 years ago. His mission is to assist the Economic Development Community by connecting them with companies that are expanding or relocating, and most importantly, creating jobs. Below are a few of Eric's notable accomplishments.

### Invited to participate in numerous Economic Development Conferences

- **IEDC** (International Economic Development Alliance)
- **SEDC** (Southern Economic Development Council)
- **MEDC** (Midwest Economic Development Councils Annual Conference)
- **FLORIDA**-Governors Economic Council
- **IOWA**- Economic Development Councils Annual Conference
- **OMAHA**- Recognized Professional Developers Tour
- **OKLAHOMA**- Department of Commerce's Annual Conference

### Personally Conducted Interviews

Bill Clinton	George W. Bush	Condoleezza Rice
Al Gore	Mike Dell	Richard Branson
Jay Leno	Dick Clark	Roger Staubach
Jerry Jones	Kay Bailey Hutchison	Herb Kelleher

### Testimonials

- Nominated by Judge Army to sit on Denton County Economic Development Commission as a recognized professional advisor for expansion and development of North Texas.
- Quoted in over 110 articles as a recognized industry expert.
- Assisted in partnering 12 French companies with US companies to provide oil clean-up related technologies during the BP Oil Spill in 2010.



Meet The People

'GS'LI

# Our Team Becomes Your Team

Whether you are understaffed, or there simply isn't enough time in the day for you to get it all done, our team steps in and lifts the burden of prospecting off your shoulders. Our entire staff is working towards your success because it's a part of our commitment to you!

## Your Coaches



**Clive  
Bullard**



**Carol  
Harris**



**Amanda  
Tomkins**



**Jenny  
Mason**

## Your Implementors



**Corresta Galaviz**  
Project Manager  
adlines Trading



**Brooke Edwards**  
Project Manager  
Campaign Management



**Ashley Kleinsorge**  
Project Coordinator  
Hunting Projects



**Haylle Sok**  
Copywriting  
Email Development



**Jennifer Moreland**  
Art Director  
Email Design



**Slim "Z"**  
It Acquisition  
List development



How much would it cost to run a lead generation program on your own?

# In-House Means: Wasted Time, Increased Costs & More Headaches

## Tools (\$19,700)

CRM .....	\$8,000
List Acquisition .....	\$5,700

## Advertising/Marketing (\$15,000)

Variety of media to generate interest and collection of leads .....	\$15,000 (low end)
--	-----------------------

## Staff (\$78,000)

Marketing Manager .....	\$48,000
Researcher/Qualifier .....	\$30,000

## Overhead (\$9,300)

Benefits .....	\$4,500
Office Space/Utilities .....	\$4,800

## Time (Priceless)

20 to 30 hours per week

**\$122,000**

## Estimated Annual Expenses

On the low-end, doing  
business-attraction in-house  
can cost a lot of money...and  
more importantly...TIME!

Advertising Choices

# Compare The Alternative

Business-attraction dollars have become more accountable than ever. It's important that you receive the most return for your investment. More importantly, you need to be able to track results. Here are some alternative advertising costs compared to GSL's ELITE Prospect Marketing Program.



## 1 Trade Show (\$12,500)

An average trade show cost of \$12,500. With GSU's Elite program you can attend up to 3, with us, at no charge! You not only save money, but you get more exposure for less money.



## Magazine Ads (\$9K to \$25K)

It's proven you need to run an ad 4 - 6 times to capture attention. Even after the ads run, the ability to track their ROI is next to impossible.



## Direct Mail (\$SK to \$1 SK)

Direct mail is a quickly fading way to reach people. It has a high cost per thousand sent, and an inability to track effectiveness.



## Do you really care where your leads come from?

At the end of the day, most economic development professionals only care that they identify a legitimate project... not where it came from. GSL's ELITE Prospect Marketing Program allows you to stop hunting for prospects and start working qualified projects fast.

lasu





## Deliverables

By investing in GSLI's ELITE Prospect Marketing Program, you will receive the following:

las'Li



### **SYSTEMATIC DELIVERY OF ACTIVE PROJECT ALERTS**

Full access to all Projects in our Project Portal, within your active subscription date, including the ability to submit your RFP directly through the portal.



### **ADDITIONAL STAFF AND RESOURCES**

A dedicated Coach is assigned to represent you and your area. Other team members are also working on your behalf to ensure your program is successful.



### **HUGE TRADE SHOW COST SAVINGS**

Your attendance at national trade shows can easily cost around **\$12,000** per show. With GSLI's Elite Prospect Marketing Program you can attend up to 3 of our 6 shows at no charge (some shows have exceptions and members may be responsible for a badge fee).



### **ADDITIONAL BRANDING**

Your marketing material will be showcased at all of GSLI's trade shows (whether you attend in person or not), providing you with extended branding.



### **CONTACTS AND LEADS FROM ALL TRADE SHOWS**

Reports providing detail of show connections and contacts are supplied to you for your own personal follow-up.



### **INTERNET EXPOSURE AND DIRECT LINKS**

A full profile on GlobalTradeMag.com is provided to you. This will serve as your information/ contact page for site locators and company executives that have expansion or relocation plans.



### **PRESS AND NEWS EXPOSURE**

An official press release announcing your partnership with GSLI will be produced for your own personal use. You may also submit multiple news items, throughout the year, for publishing.



### **INSTANT CONNECTIONS WITH CORPORATE SITE LOCATORS**

You are given the ability to tap into and network with corporate site location partners. Need contacts for a trip? We are happy to share our database and you may use the information provided to set up your one-on-one meetings.



### **BRANDING EXPOSURE ON YOUR WEBSITE AND INCREASED SEO**

By proudly displaying your "Officially Recognized Area Expert" icon on your web site and a link to your GT Connect listing you will increase your rankings within popular search engines.



### **R.O.I. TRACKING & REPORTING**

Annually an "R.O.I." , or Return On Investment, Report is completed and shared with you so you may present these details to your board. This gives you an added tool that shows how well you leveraged your marketing dollars and maximized their effectiveness.

In Closing

IGS'LI  
INDUSTRIES



## Experience You Can Trust Service You Can Count On.



We would like to thank you for the opportunity to earn your business and trust. Our GSI staff and Project Development Board have over 100 years of combined experience in research, identification, and attraction of new business.

Having worked with communities like yours, our team possesses in-depth knowledge of location analytics, design, campaign analysis, project communication, and research.

We are ready to pair with your vision and our expertise to bring your business attraction goals to fruition. We look forward to an opportunity to work together!



## Investment Overview for City of Salem

### 1{0UR INVESTMENT

12-Month GSLI ELITE Prospect-Generation Marketing ... \$8,500, plus 3 months of back Projects ... \$1,500, Total \$10,000

### PAYMENT OPTIONS

Payment terms are available. Please choose which you prefer:

- ☐ 1X Payment Upfront ..... \$4,950  
☐ 2X Split Payment (split not to exceed 3 months) ..... \$2,500 us ea.



### BILLING INFORMATION

**Contact:**  
Sally Burbridge

**Company:**  
City of Salem

**Email:**  
economic@salem-mo.com

**Address:**  
400 N. Iron  
Salem MO 65560

**Phone:**  
(573) 729-2428

**Sales Rep:**  
Carol Harris  
Director of Business Development

### FOR US SIGNATURE

For Signing the Agreement before Oct.1, 2022 GSLI will take \$5,000 off The Elite Program

### TERMS AND CONDITIONS

- 1 Client is financially responsible for payment in full upon agreement of proposal.
- 2 Client acknowledges that a monthly periodic finance charge of 1.5% (18% annually) will be charged past due on all balances 30+ days.
- 3 Client agrees to pay all reasonable legal fees, court costs, and collect on cost incurred for results of non-payment.

### AGREEMENT

We are excited about the opportunity to work with City of Salem. If this proposal is acceptable as outlined, then your signature below will serve as an agreement to engage GSLI for the services offered.

*I have read and agree to the proposal as stated:*

X \_\_\_\_\_  
Authorized representative from City of Salem

Date: \_\_\_\_\_

# Staff Summary Report

<b>MEETING DATE:</b>	September 27, 2022
<b>AGENDA ITEM:</b>	ITEM V NEW AND MISCELLANEOUS BUSINESS
<b>AGENDA TITLE:</b>	Welcome Home - Bid Approval
<b>ACTION REQUESTED BY:</b>	Economic Development Director
<b>ACTION REQUESTED:</b>	Approve Housing Rehabilitation Bids
<b>SUMMARY BY:</b>	Sally Burbridge

## **I PROJECT DESCRIPTION/ FACTS**

In partnership with Riverways Federal Credit Union (FCU) the City of Salem submitted application to the Affordable Housing Program through the Federal Home Loan Bank of Des Moines in May of 2021.

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

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

Bid Specifications for Home Rehabilitation work were prepared by Chuck Cantrell with MRPC. The FHLB grant agreement required a HUD Certified building inspector for the project and we have a contract with MRPC to use Mr. Cantrell's services for this program.

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

Owner Occupied Housing Breakout= 25 Homes		Total Housing Units
Less than or equal to 50% AMI (Area Median Income)		6
Less than or equal to 80% AMI (All participants in the program must meet this income threshold in addition to any other category)	Veteran Owned	6
	Special Needs*	6
		7

There are anticipated to be 5 Rounds or groups of homes, 4 homes each except for the last which will be 5 homes.

This Staff Summary and supporting documentation is for 2 of the homes in Round #1. Both homeowners are in agreement with the staff recommendation for acceptance of the bids.

The other 2 homes are anticipated to be on the next regular Alderman Agenda.

## **PROCUREMENT**

Request for Bids was advertised in The Salem News on August 2<sup>nd</sup> and 9<sup>th</sup> and was posted on the City's website.

A pre-bid walk through of the 4 homes was done on August 12, 2022.

Sealed Bids were due August 26 and opened at 10 am at the MRPC office in St. James. Bids were then forwarded to the City's Economic Development office.

## **FISCAL IMPACTS**

See Additional Agenda Items for Contracts and Fiscal Impacts

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**SUPPORT DOCUMENTS:**

Bids are listed below per house in order of staff recommendation:

810 E Jack St Bids:

5 J's Landscaping & Handyman Services - \$21,450.00

Smith Construction & Contracting LLC - \$55,396.00

510 S Hickory St Bids:

5 J's Landscaping & Handyman Services - \$18,825.00

Smith Construction & Contracting LLC - \$38,000.00

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the bids from 5J's Landscaping and Handyman Services for both the 810 E Jack St and 510 S Hickory St Rehabilitation work and reject the bids from Smith Construction & Contracting.

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W3NR COUNTY PHA  
sr.1AM1:sl Mo  
AUG 23 2022

RECEIVED

FEDERAL HOME LOAN BANK AHP PROGRAM

Salem, MO

REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

Address: 501 S. Hickory, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

BID SPECIFICATIONS: All items may not be awarded. ADDENDUM 8/12/22

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal

	Cost			Total Cost
All units will have house numbers visible from the street upon completion of this project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.				
Electrical: install GFI outlets in both bathrooms outlets in kitchen to NEC code. install new power wire to range hood with outlet in cabinet above hood. Replace the light fixture in pantry. Light will be comparable to a Project Source 21 ght 13 in flush mount fixture from lowes. Front Green Bedroom install 3 way switch at each doorway to existing light fixture.	2500			2500
Doors: Repair or replace jam on right side entry door. install disc lock to storm door. Rear Door: Adjust door unit to work properly. Left front door: install new lock set knob and dead bolt keyed alike.	1500			1500
Porches & Deck: Front (2) remove existing rails. install new red iron rails. Rear front porch install hand rails on both sides of stairs. House side rail will be moved in approximately 12" to 16" to clear roof overhang. install shore rail from house to rail to house. Rail that was broken. was changed to existing porch rail. install hand rail on high side of existing porch. replace all rotten damaged floor joists on deck board. on deck install deck paint. When needed a board deck to hand rail can be installed. install new rail complete with balusters. steps will go on deck. or preferably in the center of the deck complete with handrail with 4" x 4" x 10' x 12' (12 x 12) stairs with four or more risers. on porch install hand rail or walkway that is 30" wide. install doors and windows. remove old paint from the exterior. remove old doors. remove all damaged loose paint/texture from exterior. paint all wall damage or wall paint with 2 coats of paint. follow the above painting instructions for the bathrooms.	7000			7000
Kitchen: remove dishwasher and dispose of. cap plumbing and electrical. install base cabinet with a drawer at top and a shelf at bottom. it is as close as disher that was removed. stained as close as possible as existing cabinets.	4000			4000



STATE OF TEXAS,  
COUNTY OF DALLAS.

1850 Nov 2



1900

0006



FEDERAL HOME LOAN BANK AHP PROGRAM

Salem, MO

REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET

Address: 501 S. Hickory, Salem, MO

INSPECTED BY: Cantrell

A U O m D DAYS: 30

Coda: 2616

BID SPECIFICATIONS: All items may not be awarded. ADDENDUM 8/12/22

Plutua Nom: Contndot's requi in itlnw unit ptt@ and tmeI m u fir each Un Item. Follure to do m may randary your hid tmacceptable. In caseol a dismlpancy btrtwe, in the unit price and the IDtal cmt, unit prta, shall be considered 10 bet bid.

Contractor will be responsible for all measurements and debris removal	Cost			Total Cost
All IA'lts will have house numbers vislbla from the sti.et upon completion of the project. House numbers will be a min of 4" hsh, in a color contrasting the surrounding str.icture end must be able to be illumIJauid ttt dark.				
Electrical: Install GFO outlets in both bathrooms outlets in kitchen to NEC Code. install new powerwre to range hood with outlet in cabinet aboytI hood. Replace the llsht fixture in pantry. llsht will be comparable to Project Source 2 lltit 13 in flush moun: fixture from Lowes. Ftont Green Bedroom: In5tall 3 wav swt11 at each doorway to existing llijht fixture.	Jcx,"	ltro		/ilf,o
Doon: Repair or r e p l - on right side entry door. Install dOJure to storm door. Rear Door: Adjust door unh to work property. Left Ftont Coor: Install new Jock set knob and dead bolt	ruc,t 100	10		130
Porches & Oecd: Ffent (2): Remove existing rails. !Mtal new rod Iron nills. Left front porch1 Instan hanc !alls an both sides of stepes, house side r d will be moved in approxmataly 1" to 16" to ci.ar roof aver hang, Install short ral from hOllSe to ran to encl p p that was crated. Skfe deck: Replace existing porch post. nstall handra on high side of existing porch. Replace aN rot damaged floor Joist an deck boards on deck. Install 4x4 post where needed around deck so hand rail can be Installed. Instal new nU complete with balusters. Steps will go off deck approkmaterv in the center of the deck complete with hand rans both ildes. fiQI 1BCI § U . M I . etalG wilt fllyt IIIOfc. tiset, itll 11516im.!!!!ilna!PCs l l w m ! b l l r t U " . g r m m : 1 . above 3alched gadaues in a bndroos. u u m t o e o n n	P"lt M91 (	11', <4/)		/17 ;,
left 81draom: Remove all damaged loose paint/ttlXlure from celltn9- Patch ay d.lmap drywall. Paint with 2 coats af pa'Int foffowing the abO/& painting InsT\lctions for tftc bathroom,	Mcf I-,,u,,	,.i -ltco		/f1160
Kitchen: Remove dishwasher and dispose of. Cap plumbing and electrical. Irutall a base cabinet with a drawer at top an dshelve at bottom th esame sire as dsher that was remol/lld. Stained as d<mt as gQ531ble as exs1n11 cabinets.	r l m l l/i.tiO	lo&r jt,JO		



**!, 70**

Bidders will not be allowed to withdraw their bid within 30 days after the bid opening. Otherwise, it may result in an inability to bid on new MRPC-administered projects for one year following the withdrawal. In addition, successful bidders who refuse to execute the contract documents may not be allowed to bid on new MRPC-administered projects for one year.

AUG 23 2022

**PHILADELPHIA BANK AHP PROGRAM**

PHASE 1

**REHABILITATION PROJECT**

Note: The unit may contain lead based paint

BEFORE WORK ON THIS BID SHEET!!!!

Address: 810 E Jack St, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

**RECEIVED**

**BID SPECIFICATIONS:** All items may not be awarded. ADDENDUM 8/12/22

Please Note: Bidders are required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In the event of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal.

Porches: Install iron handrail around porches front and rear. Handrail will run on both sides of front steps. All rails will be complete with balusters. Installation will follow material manufacturers spec. Remove front side walk, grade seed and gravel.

Electrical: Install GFCI outlets in bathrooms and kitchen to NEC Code. Install an exhaust fan in bathroom on it's own switch. Installed to manufacturers spec. Fan will be vented to the exterior with a cover installed on vent pipe that will not allow insects or birds into the house.

Exterior Windows: Remove existing windows and dispose of. Install vinyl low-E double hung replacement tilt in windows to manufacturers spec. Wrap all exterior wood work with metal and caulk. Confirm emergency egress and rescue opening requirements are met at bedroom windows (24" min high X 20" min wide and 5'0" at grade / 5'7" 5" (not at grade) opening per IRC Sect 1029). Remove existing fence gate. Install new 5' gate, owner will provide.

Foundation vents: Remove existing vents. Patch holes with cement. Install new replacement vents in the hand board vents. Vents will be min 16" X 8" vinyl that can be opened and closed. Install 1" mold to fit existing vinyl siding. Install 2 in the front of the unit, 2 on the left end of the unit, 1 at the rear and 2 on the right side of the unit. Vents will be installed with equal spacing.

Vinyl siding and soffit: Remove existing siding and dispose of. Install vinyl siding complete with accessories. This (includes J-Bands). If manufacturers spec siding will be 1/2" min of 45 mil thick. Vent vinyl soffit on the front and rear with 2x4 12" openings in the existing wood soffit. Approximately 48" apart. Install metal vinyl door sill complete with accessories to the manufacturers spec. Install metal veneer covering existing wood. Make tucked up and angling as far as possible without removing guttering. Owners choice of color and style. Frame in, insulate and box bathroom window and cover with siding.

As unit remove existing unit. Install new unit on foundation unit. Unit to be made to order.

Cost				Total Cost
10,750				10,750
1,500				1,500
12,580				12,580
2,000				2,000
20,366				20,366
0				0



NOTE: 2012 IRC (R311.7.8) Stairs with four or more risers; any porches, landings or walkways that are 30" or more above finished grade within 36" horizontally from the open edge of the walking surface, would require guards that meet the criteria outlined in 2012 IRC (R312).

All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.

All work to meet IRC 2012 and NEC 2011 at a minimum or more current if required by local municipality. ALL QUANTITIES AND MEASUREMENTS ARE APPROXIMATE. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN EXACT MEASUREMENTS AND QUANTITIES AND CITY PERMITS. CHANGE ORDERS WILL NOT BE ISSUED FOR CONTRACTOR MISCALCULATION.

Total Bid Price In Words:

Contractor Name: Darryl Smith

Company Name: Smith Construction & Contracting LLC

Total Bid Amount: 55,396

Mailing Address: 39803 Hwy 63 Freeding, MO 6025

Phone Number: 573 578 0841

Fax Number:

Email Address:

Delivery Date:

Bidder will not be allowed to withdraw their bid within 30 days after the bid opening. Doing so may result in an inability to bid on any of MRC's construction projects for one year following the withdrawn bid. In addition, successful bidders who refuse to execute the contract documents may not be allowed to bid on any MRC administered projects for one year.

St?tem,IVIV

REHABILITATION PftaJECT

Note: This unit ♦aintllln Lnd Based Paint

BIDS MUST BE ON THIS BIO SHEETIIIII

Address: 810 E Jack St, salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

810 SPECIFICATIONS: All Items may not be awar♦ed. ADDENDUM 8/U/21

PIUse NOies: contractor< Is required to show oolt plice and tollll cast for each llne Item. Falluni to do so may ronder your bid unacc:epiai., In CUI of♦ dsuapaney between the unit prka ond the total cost. the unit Q/ke shaff be considered to bathe bid.

contractor will be responsible for all measurements and  
debrb lllmoval

	Cost			Total Cost
P ♦ InstallK Tod Ifwl handrail around porth83 front and rear. Handrail wffl run on both sides of front steps. All llllls will be complete with b.ll♦ers. Initialtttkm wll foUow material manufactures spec, Remove front side walk, 1rade s u d and	trlt,(f /, e)O	leth., 1-,_QoO		1 00
Electrical: Install GFO outlets in bathrooms and kitchen to NEC Code. Install an eichust fan in bathroom on It's own switch, Installed to manufactures ♦ Fan will be vented to the exterior with a co\lllr Installed on vent pipe that Wll not anow Insecu or bird\$ kito the hose.	Mat	LQW f♦3(j1)		11500
!lterlor & Windows: Remove existing windows and dispose of. Install vinyl Low-E d01ble hung replacement tilt in windows lll manut.>durespec. Wrap all exterior wood worl(with ma♦I and caulk. Confirm emergency ea, eg and rescue openfna requirements are met at bedroom windows (24" min hfsh X 20" min wide and s.o SF (at v,ideJ/5,7 SF (not at a,ade} openInc llll *eac S.ct 10291, Bfm!!!!!! exs1!!!! fence&lt, 11111111m! S'R ♦. nwlhll!ldff!!ovlda.	mat -100	LQW f♦3(j1)		11500
Pounduton v e ♦ Remove existing vents. Patch holes with cement. Install new replacement vents in the band board, vents will be min 16" Ka♦, vinyl that can be opened and dosed. InstIf J Mold to fit existittd viny sldlna. Install 2 in the front of the unit 2 on the le♦ end of the unit. 1 Int the r u r and 2 on the right side or the unit, vents wll be Installed with equal ,pacing.	11\14 /lllto	J q ( f♦ 'b		4100
Vinyl Sid lna and Soffit: RemoYe exstlnsiding and dispose of. Install Fan Fold. Install lllnyl \$ldin8 complete with aa:essorles this (endudes J Blocks) to manufactvresper:. Siding will be a min of 44 mill thick. Vent existing soffit on the front and rear with 12"1C 16" open1135 in the eldstng wood soffit approxmatetv 48" apart. Install metal vented soffit, complete with acces.iorles to twl manufactvres spec. Install metal fadsa, covering exlstng wood faslca tucked up under suttering as rar as p0\$Sible without removing guttering. Owners choice of color and style. frame m, Insulate and box bathroom window and cover with siding.	P\O/- Jb1ob.	L.d,c'l' hf eO		./,c,300
AC Unit: Remove exstlllf unll InstaU new high lllficiency unit large enooah to cool me house.				fly5'0



NOTE: 2012 IRC (R311.7.8) Stairs with four or more risers; any porches, landings or walkways that are 30" or more above finished grade within 36" horizontally from the open edge of the walking surface, would require guards that meet the criteria outlined in 2012 IRC (R311.7.8),

All units will have house numbers visible from the street upon completion of the project. House numbers will be a minimum of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at night.

All work to meet IRC 2012 and NEC 2011 at a minimum or more current if required by local municipality. All quantities and measurements are approximate. It is the contractor's responsibility to obtain exact measurements and quantities and city permits. Change orders will not be issued for contractor miscalculation.

Total Bid Price in Words: **four** Quok **thousand four hundred and fifty**

Contractor Name: **J. J. H.**

Company Name: **cf. r. s. (see) f. 1st** **5, (111) .s** Total Bid Amount **6,100**

Mailing Address: **120 1st St. 65,0**

Phone Number: **301.221.2211**

Fax Number:

Email Address: **leit@mpc85.com & rail.C**

Delivery Date: **11.1.2011**

Bidders will not be allowed to withdraw their bid within 10 days after the bid opening. Doing so may result in an inability to bid on any of MRPC administered project, for one year following the withdrawn bid. In addition, successful bidders who refuse to execute the contract document, may not be allowed to bid on any MRPC administered projects for one year.

# **Staff Summary Report**

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<b>MEETING DATE:</b>	9/27/2022
<b>AGENDA ITEM:</b>	ITEM VI READING OF BILLS AND RESOLUTIONS
<b>AGENDA TITLE:</b>	RESOLUTION NO.31-2022

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<b>ACTION REQUESTED BY:</b>	Finance Director
<b>ACTION REQUESTED:</b>	APPROVAL FOR ARBITRAGE ANALYSIS
<b>SUMMARY BY:</b>	Stacey Houston

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## **PROJECT DESCRIPTION / FACTS**

In regard to our Certificates of Participation (Utilities), Series 2017, Federal tax laws require that an arbitrage calculation be completed and, if applicable, a payment to the Federal Government be made at least every five years and upon final redemption or maturity of the Bonds.

The firm, Gilmore & Bell, P.C, has acted as our Special Tax Counsel for the 2017 bonds and has assisted the City in fulfilling our annual disclosure obligations. If approved, Gilmore & Bell, P.C will prepare the Arbitrage Analysis and Final Written Allocation requirement.

## **PROCUREMENT**

## **FISCAL IMPACTS**

This expense \$5,500. will be split between all utilities from their Special Services expense lines. Electric 501-501-50700 \$1,834; Water 510-501-50700 \$1,833; Sewer 520-501-50700 \$1,833

## **SUPPORT DOCUMENTS:**

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve the expense to allow Gilmore & Bell to complete our required obligation for the COP's, Series 2017.

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## **RESOLUTION NO. 31-2022**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND GILMORE AND BELL, P.C. FOR ARBITRAGE REBATE LIABILITY FILING.

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

### **Section 1.**

The mayor is hereby authorized to enter on behalf of the City of Salem, Missouri an agreement between the City of Salem, Missouri and Gilmore & Bell P.C. for arbitrage rebate liability filing.

### **Section 2.**

The cost for preparing the Arbitrage Analysis and Final Written Allocation will be \$5,500, payable upon completion.

### **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 27<sup>TH</sup> DAY OF SEPTEMBER 2022.

APPROVED:

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**Greg Parker**  
**Mayor**

ATTEST:

APPROVAL AS TO FORM:

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**Tammy Koller**  
**City Clerk**

---

**James Weber**  
**City Attorney**



2405 Grand Boulevard, Suite 1100  
Kansas City, Missouri 64108-2521

(816) 221-1000 / (816) 221-1018 FAX / gilmorebell.com

September 23, 2022

*Via Email: [cityclerk@salem-mo.com](mailto:cityclerk@salem-mo.com)*

Ms. Tammy Koller  
City Clerk  
City of Salem, Missouri  
400 N. Iron Street  
Salem, MO 65560

Re: Tax Compliance Services Proposal

Dear Ms. Koller:

Gilmore & Bell is pleased to present this proposal to serve as Tax Analyst for the City of Salem, Missouri (the “**City**”) to determine any arbitrage rebate liability for the City’s Certificates of Participation (Water and Sewer Improvements), Series 2017 in the original principal amount of \$7,335,000 (the “**Certificates**”). The Certificates were issued on April 26, 2017 (the “**Issue Date**”), and federal tax laws require that an arbitrage calculation be completed and, if applicable, a payment to the Federal Government be made at least every five years and upon final redemption or maturity of the Certificates. If an arbitrage liability has been generated, it must be paid to the IRS within 60 days after the arbitrage calculation date or be subject to interest and penalties.

As Tax Analyst, we will prepare an installment arbitrage calculation from the Issue Date to April 1, 2022 (the “**Arbitrage Analysis**”). In addition to rendering our legal opinion along with this Arbitrage Analysis, we will prepare a Form 8038-T for filing with the IRS if an arbitrage rebate payment is required. To prepare the Arbitrage Analysis, we will need investment and expenditure information for all funds that contain “gross proceeds” of the Certificates.

As part of our services for the Certificates, we will also prepare a final written allocation memorandum for the City to memorialize the use and expenditure of Certificate proceeds and other City funds used to finance the project (the “**Final Written Allocation**”). The Final Written Allocation will provide a summary allocation of total sources, including related investment earnings of Certificate proceeds, to total uses as well as a final asset list reconciled to project costs financed by the Certificates and other City funds. To prepare the Final Written Allocation, we will need trustee requisitions or a ledger of total project expenditures (including project expenditures paid from both Certificate proceeds and other City funds) with the following information: payee, check or wire transfer date, payment amount, general description of expenditure purpose either by narrative description or reference to capital account to which the payment will be allocated.

Our fee for preparing the Arbitrage Analysis and Final Written Allocation will be \$5,500, payable upon completion.

If the foregoing terms are acceptable, please sign a copy of this letter in the space provided below and return a copy to us. Please contact me if you have any questions.

Sincerely,



Emily Horak  
Compliance Services Administrator

cc: Toni Stegeman  
Haden Crumpton

Acknowledged and Agreed as of \_\_\_\_\_, 2022.

**CITY OF SALEM, MISSOURI**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Staff Summary Report

<b>MEETING DATE:</b>	September 27, 2022
<b>AGENDA ITEM:</b>	ITEM VI READING OF BILLS AND RESOLUTIONS RESOLUTION NO. 32-2022 RESOLUTION NO. 33-2022
<b>AGENDA TITLE:</b>	Welcome Home -Affordable Housing Program (AHP), (FHLB OM) Rehabilitation Contracts
<b>ACTION REQUESTED BY:</b>	Economic Development Director
<b>ACTION REQUESTED:</b>	Approve Rehabilitation Contracts - 2 Total
<b>SUMMARY BY:</b>	Sally Burbridge

## **PROJECT DESCRIPTION ' FACTS**

The AHP program is a partial grant funded home rehabilitation program. The contracts are between the City as the Agency, the homeowner and the contractor. Participating homeowners are responsible for 20% of the total cost of rehabilitation work done and administration costs, to be paid to the City of Salem prior to work beginning (maximum of \$5,000 owner contribution). The remaining costs are covered by the grant funds, up to \$20,000. This gives a total of \$25,000 (with \$2,000 or 12% going to the City of Salem for administration costs) per home.

## **PROCUREMENT**

Request for Bids was advertised in The Salem News on August 2<sup>nd</sup> and 9<sup>th</sup> and was posted on the City's website.

A pre-bid walk through of the 4 homes was done on August 12, 2022.

Sealed Bids were due August 26 and opened at 10 am.

## **FISCAL IMPACTS**

Economic Development Revenue line 703-47550 will receive \$4,690 and \$4,165 respectively from homeowners for their required contributions prior to work beginning.

The contracts will result in an expense to Economic Development, FHLB Grant Expenses 703-501-70550 in the amount of \$40,275.00.

Upon completion of rehab work on all 4 homes in Round #1, the City will be able to apply for reimbursement from FHLB in the amount of \$31,420. All of these numbers are subject to change if change orders are necessary to complete the work, but no home will be able to go above \$23,000 for total work performed.

The remaining 2 homes for Round #1 should be on the next regular Alderman agenda.

<b>SUPPORT DOCUMENTS:</b>	2 separate contracts between the City, Contractor and Homeowner, one for each home in Round #1 * 5 J's Landscaping and Handyman Services - Lana Grove, 810 E Jack St., Salem, MO 65560 * 5 J's Landscaping and Handyman Services - Dorian Garafola, 501 S Hickory St., Salem, MO 65560
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**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve contract between:

5 J's Landscaping and Handyman Services, Lana Grove, 810 E Jack St., Salem, MO and the City of Salem for rehabilitation work through the Affordable Housing Program of the Federal Home Loan Bank of Des Moines for the amount of \$21,450.

5 J's Landscaping and Handyman Services, Dorian Garafola, 501 S Hickory St., Salem, MO and the City of Salem for rehabilitation work through the Affordable Housing Program of the Federal Home Loan Bank of Des Moines for the amount of \$18,825.

---

## **RESOLUTION NO. 32-2022**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN 5 J'S LANDSCAPING AND HANDYMAN SERVICES (THE "CONTRACTOR"), THE CITY OF SALEM, MISSOURI (THE "CITY") AND LANA GROVE (THE "OWNER") OF PROPERTY LOCATED AT 810 E. JACK STREET, SALEM, MO.**

***WHEREAS***, the Contractor shall comply with all provisions specified in the Rehabilitation Contract for the FHLB (Welcome Home) Housing Program, Exhibit A attached hereto and made part hereof for the total sum of \$21,450.00;

***WHEREAS***, the Contractor will comply with all appropriate specifications and codes referred to and with all regulations, ordinances, and laws of the City, the County, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors, and perform the work diligently, in a workmanship manner, using the materials specified;

***WHEREAS***, the Property Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by the owner, agents, or employees of the Owner.

***WHEREAS***, the contract price may be changed only by a change order. The value of any work covered by a Change Order or of any claim for increase or decrease in the contract price shall be determined by an agreed lump sum price only.

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

### **Section 1.**

The Agreement made and entered into this day, in consideration of agreements contained herein, the undersigned Contractor, Owner, and City agree to all provision as set forth in EXHIBIT A attached hereto.



**Section 2.**

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 27<sup>TH</sup> DAY OF  
SEPTEMBER 2022.**

APPROVED:

---

**Greg Parker**  
**Mayor**

ATTEST:

---

**Tammy Koller**  
**City Clerk**

APPROVAL AS TO FORM:

---

**James K. Weber**  
**City Attorney**

## **EXHIBIT A**

**REHABILITATION CONTRACT**  
**For The**  
**FHLB (Welcome Home) Housing Program**

THIS AGREEMENT made and entered into this 27th day of September 2022, by and between **5 J's Landscaping and Handyman Services**, hereinafter called the "Contractor", and **Lana Grove**, hereinafter called the "Owner" of property located at **810 E Jack St., Salem, MO**, and the City of Salem hereinafter called the "City". In consideration of the mutual promises and agreements contained herein, the undersigned Contractor, Owner, and City agree as follows:

I. The Contractor shall comply with the following provisions:

(1) Labor, Materials, and Work Write-up:

Furnish all labor, materials, supervision and services necessary to do the work specified in the "Work Write-up" (Attachment A) and made a part hereof for the total sum of **\$21,450.00**.

(2) Notice to Proceed and Date of Completion:

Not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall complete said work within the number of days specified on the Notice to Proceed.

(3) Specifications, Codes and Regulations:

Comply with all appropriate specifications and codes referred to and with all regulations, ordinances, and laws of the City, the County, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors, and perform the work diligently, in a workmanship manner, using the materials specified.

(4) Insurance:

A. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Bodily injury insurance shall be in the amount of \$100,000.

B. Certificates of Insurance shall be filed with the Administrator (City's Economic Development office) prior to commencement of the work. These Certificates shall contain a provision of coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the Administrator.

C. The Contractor shall procure and maintain, at his own expense, during the Contract Time, commercial liability insurance in the amount of \$150,000.

D. The Contractor shall procure and maintain at his own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

(5) Permits and Licenses:

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

(6) Debris and Material Removal:

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless the Owner stipulates their intent to retain certain material or equipment. Any material or

equipment retained by the Owner shall not be stored outside or in a manner that detracts from the neighborhood.

(7) Assignments and Subcontracts:

Not assign the contract or subcontract any portion of this contract without notification to the Project Administrator. The notification must be addressed to the Project Administrator, Economic Development, 400 N. Iron St., City of Salem, MO 65560. The General Contractor is responsible for all work carried out by any subcontractor.

(8) Subcontracts to City Officials and Employees:

Shall not subcontract any part of the work to be performed under this contract to any officer, or employee of the City of Salem, or their designees or agents, no member of the governing body of said city, and no other official of such locality who exercises any functions or responsibilities with respect to the City, giving rise to this contract during his or her tenure or for one year thereafter.

(9) Guaranty:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Final Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Final Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damages to other parts of the system resulting from such defects. The Owner will give written notice to the Contractor (copy to Administrator) of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, within 30 days of written notice, the Owner may do so and charge the Contractor the cost thereby incurred.

(10) Correction of Work:

A. The Contractor shall promptly remove from the premises all Work rejected by the Administrator or Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

B. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove and repair such rejected



Work within ten (10) days after receipt of Written Notice, the Owner may remove and repair such Work at the expense of the Contractor.

(11) Suspension of Work, Termination and Delay:

A. The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor, which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

B. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Owner or City, or if the work does not pass inspection by the Project Inspector, or if he otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner or City. Such costs incurred by the Owner or City will be determined by the Project Administrator and incorporated in a change order.

C. Where the Contractor's services have been so terminated by the Owner or City, said termination shall not affect any right of the Owner or City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor will not release the Contractor from compliance with the Contract Documents, such as guarantees, workmanship, etc.

D. After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the

Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

E. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the sum awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of Written Notice to the Owner and City, terminate the Contract and recover from the City payment for all Work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the City has failed to act on a request for payment or if the City has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and City, stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the Work.

F. If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Administrator to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Administrator.

(12) Payments to Contractor:

A. Request for funds will be submitted to the Administrator. The Contractor will submit to the Administrator an invoice for the work performed, in addition to lien waivers covering all supplies, labor, and/or subcontractors used during the project period. The City will only pay for completion of tasks.

B. Upon completion and acceptance of the Work, the Project Inspector shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, excluding the lead clearance retainage, and except such sums as may be lawfully retained by the City, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work, if the Contractor has provided all required lien releases.

C. The Contractor hereby indemnifies and saves the Owner, the Owner's agents, the City, the City's agents, and Administrator, harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material suppliers, and supplies incurred in the furtherance of the

performance of the Work. The Contractor shall, at the Owner's, City's, or Administrator's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner or City to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City or Owner shall be considered as a payment made under the Contract Documents by the City or Owner to the Contractor, and the City or Owner shall not be liable to the Contractor for any such payments made in good faith.

(13) Owner's Rights

A. Prior to Substantial Completion, the Owner, with the approval of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

B. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by the Owner, agents or employees of the Owner.

(14) Acceptance of Final Payment as Release:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner and City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents.

(15) Changes in Work:

The Owner or Project Inspector may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Owner or Project Inspector. The

Contractor shall comply with all orders issued by the Owner or Project Inspector in relation to carrying out the rehabilitation.

(16) Changes in Contract Price

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by an agreed lump sum price only.

(17) Time for Completion and Liquidated Damages:

A. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

C. If the Contractor shall fail to complete the Work within the Contract Time or extension of time granted by the Owner, then the Contractor may be required to pay to the City the amount of \$100/day for liquidated damage for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

D. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner and Administrator.

1. To any preference, priority or allocation order duly issued by the Owner.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and adverse weather conditions; and
3. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 17 D.1. and 17 D.2. of this article.

(18) Equal Opportunity

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, religious affiliation, sex, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, religious affiliation, sex, age, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this non-discrimination clause.

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

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

D. The Contractor will comply with all provisions of Executive Order 11246, as amended by Executive Order 12086 and the regulations issued pursuant thereto, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246, as amended by Executive Order 12086, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractors non-compliance with the non-compliance clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended by Executive Order 12086, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended by Executive Order

12086, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended by Executive Order 12086, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract as the Owner may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the Owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### Civil Rights Act of 1964

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

#### Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, sex, religion, religious affiliation, handicap, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

A. The work to be performed under this contract is on a project assisted under a program providing direct Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties



to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor organizations or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of this program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

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

- (19) Section 503 of Rehabilitation Act of 1973, as amended, provides for nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following in all contracts issued:

### Affirmative Action for Handicapped Workers

- (a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - (e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - (f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- (20) Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal

financial assistance. All recipients must certify to compliance with all provisions of Section 504.

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

- (22) Training and Employment of Lower Income Residents of Project Area:

A. The Work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- (23) Special Conditions Pertaining To Hazards Safety Standards

Lead-Based Paint Hazards

The construction or rehabilitation of residential structures are subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and subcontractor shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Administrator will be responsible for the inspections and certifications required under Section 35.14 (f) thereof. The use of lead-based paint is expressly prohibited.

Lead Clearance

A. Contractor is responsible for all construction and clean-up costs needed to obtain lead clearance.

B. The City will pay costs of initial lead clearance lab fees. If the lead clearance test fails, it will be the Contractors responsibility to pay for all subsequent lab fees until clearance is received.

II. The Owner shall:

- (1) Be the only contact in negotiating items of this contract, unless agreed upon by all parties of the contract.
- (2) Permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of work.
- (3) Cooperate with the Contractor to facilitate the performance of the Work, including the removal and replacement of rugs, coverings, and furnishings as necessary.
- (4) Understand that some disruptions to the household will occur throughout the duration of the project, including noise, debris, dust, etc. These are normal aspects of home rehabilitation work.
- (5) The Contractor warrants and guarantees for a period of one (1) year from the date of Final Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damages to other parts of the system resulting from such defects. If defects are observed by the Owner during the one year guarantee period, the Owner must give written notice to the Contractor (copy to Administrator) of observed defects with reasonable promptness.
- (6) Abide by the terms of this contract and allow the rehabilitation to be carried out in accordance with city codes and federal regulations.

### III. General Provisions:

- (1) This contract embodies all the representatives, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- (2) The Contractor agrees to perform the Work required by this contract, and the Owner agrees that neither he/she nor the members of his/her family, tenants, agents, or employees will hinder the Contractor in his Work or the Project Inspector in carrying out project requirements and city codes and policies.
- (3) No member, officer, or employee of the Grantee, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

**THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED  
AND ACCEPTED AS OF THE DATE FIRST WRITTEN.**

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Contractor

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Signature of Contractor

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Date

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Address

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Telephone

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Owner

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Signature

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Date

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Address

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Telephone

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Signature of Representative

---

Date

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Address

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Telephone



## ATTACHMENT A

FEDERAL HOME LOAN BANK AND PROGRAM

Salem, MO

REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

Address: 810 E Jack St, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

BID SPECIFICATIONS: All items may not be awarded. ADDENDUM 8/12/22

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
Porches: Install rod iron handrail around porches front and rear. Handrail will run on both sides of front steps. All rails will be complete with balusters. Installation will follow material manufactures spec. Remove front side walk, grade seed and straw.	mat \$4000	labor \$2000			\$6000
Electrical: Install GFCI outlets in bathrooms and kitchen to NEC Code. Install an exhaust fan in bathroom on it's own switch, installed to manufactures spec. Fan will be vented to the exterior with a cover installed on vent pipe that will not allow insects or birds into the hose.	mat \$240	labor \$560			\$800
Exterior & Windows: Remove existing windows and dispose of. Install vinyl Low-E double hung replacement tilt in windows to manufactures spec. Wrap all exterior wood work with metal and caulk. Confirm emergency egress and rescue opening requirements are met at bedroom windows (24" min high X 20" min wide and 5.0 SF (at grade)/5.7 SF (not at grade) opening per IBC Sect 1029). <u>Remove existing fence gate. Install new 5' gate owner will provide.</u>	mat 2700	Labor \$2300			\$5000
Foundation vents: Remove existing vents. Patch holes with cement. Install new replacement vents in the band board, vents will be min 16" x 8", vinyl that can be opened and closed. Install J Mold to fit existing vinyl siding. Install 2 in the front of the unit, 2 on the left end of the unit, 1 in the rear and 2 on the right side of the unit, vents will be installed with equal spacing.	mat \$340	labor \$560			\$900
Vinyl Siding and Soffit: Remove existing siding and dispose of. Install Fan Fold. Install vinyl siding complete with accessories this (includes J Blocks) to manufactures spec. Siding will be a min of 44 mil thick. Vent existing soffit on the front and rear with 12"x 16" openings in the existing wood soffit approximately 48" apart. Install metal vented soffit, complete with accessories to the manufactures spec. Install metal fascia, covering existing wood fascia tucked up under guttering as far as possible without removing guttering. Owners choice of color and style. Frame in, Insulate and box bathroom window and cover with siding.	mat \$3300	Labor \$3000			\$6300
AC Unit: Remove existing unit. Install new high efficiency unit large enough to cool the house.					\$2450

NOTE: 2012 IRC (R311.7.8) Stairs with four or more risers; any porches, landings or walkways that are 30" or more above finished grade within 36" horizontally from the open edge of the walking surface, would require guards that meet the criteria outlined in 2012 IRC (R312).

All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.

All work to meet IRC 2012 and NEC 2011 at a minimum or more current if required by local municipality. ALL QUANTITIES AND MEASUREMENTS ARE APPROXIMATE. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN EXACT MEASUREMENTS AND QUANTITIES AND CITY PERMITS. CHANGE ORDERS WILL NOT BE ISSUED FOR CONTRACTOR MISCALCULATION.

Total Bid Price In Words: Twenty one Thousand four hundred and fifty

Contractor Name: Joe Griffith

Company Name: S J's Landscaping and Handyman Services Total Bid Amount: \$21,450

Mailing Address: 897 CR 3190 Salem MO 65560

Phone Number: 573-453-6223

Fax Number: \_\_\_\_\_

Email Address: Biblethumper85@gmail.com

Delivery Date: 11-1-2022

Bidders will not be allowed to withdraw their bid within 30 days after the bid opening. Doing so may result in an inability to bid on any of MRPC administered projects for one year following the withdrawn bid. In addition, successful bidders who refuse to execute the contract documents may not be allowed to bid on any MRPC administered projects for one year.

## **RESOLUTION NO. 33-2022**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN 5 J'S LANDSCAPING AND HANDYMAN SERVICES (THE "CONTRACTOR"), THE CITY OF SALEM, MISSOURI (THE "CITY") AND DORIAN GARAFOLA (THE "OWNER") OF PROPERTY LOCATED AT 501 S. HICKORY STREET, SALEM, MO.**

***WHEREAS***, the Contractor shall comply with all provisions specified in the Rehabilitation Contract for the FHLB (Welcome Home) Housing Program, Exhibit A attached hereto and made part hereof for the total sum of \$18,528.00;

***WHEREAS***, the Contractor will comply with all appropriate specifications and codes referred to and with all regulations, ordinances, and laws of the City, the County, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors, and perform the work diligently, in a workmanship manner, using the materials specified;

***WHEREAS***, the Property Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by the owner, agents, or employees of the Owner.

***WHEREAS***, the contract price may be changed only by a change order. The value of any work covered by a Change Order or of any claim for increase or decrease in the contract price shall be determined by an agreed lump sum price only.

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

### **Section 1.**

The Agreement made and entered into this day, in consideration of agreements contained herein, the undersigned Contractor, Owner, and City agree to all provision as set forth in EXHIBIT A attached hereto.

**Section 2.**

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 27<sup>TH</sup> DAY OF  
SEPTEMBER 2022.**

APPROVED:

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**Greg Parker**  
**Mayor**

ATTEST:

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**Tammy Koller**  
**City Clerk**

APPROVAL AS TO FORM:

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**James K. Weber**  
**City Attorney**



## **EXHIBIT A**

**REHABILITATION CONTRACT**  
**For The**  
**FHLB (Welcome Home) Housing Program**

THIS AGREEMENT made and entered into this 27th day of September 2022, by and between **5 J's Landscaping and Handyman Services**, hereinafter called the "Contractor", and **Dorian Garafola**, hereinafter called the "Owner" of property located at **501 S Hickory St., Salem, MO**, and the City of Salem hereinafter called the "City". In consideration of the mutual promises and agreements contained herein, the undersigned Contractor, Owner, and City agree as follows:

I. The Contractor shall comply with the following provisions:

(1) Labor, Materials, and Work Write-up:

Furnish all labor, materials, supervision and services necessary to do the work specified in the "Work Write-up" (Attachment A) and made a part hereof for the total sum of **\$18,825.00**.

(2) Notice to Proceed and Date of Completion:

Not begin the work to be performed until receipt of written Notice to Proceed, after which the Contractor shall complete said work within the number of days specified on the Notice to Proceed.

(3) Specifications, Codes and Regulations:

Comply with all appropriate specifications and codes referred to and with all regulations, ordinances, and laws of the City, the County, the State of Missouri, and the Federal Government, and permit reasonable inspection of all work by authorized inspectors, and perform the work diligently, in a workmanship manner, using the materials specified.

(4) Insurance:

A. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor's execution of the Work, whether such execution be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workmen's compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or diseases, or death of his employees;

3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person; and
5. Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. Bodily injury insurance shall be in the amount of \$100,000.

B. Certificates of Insurance shall be filed with the Administrator (City's Economic Development office) prior to commencement of the work. These Certificates shall contain a provision of coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior Written Notice has been given to the Administrator.

C. The Contractor shall procure and maintain, at his own expense, during the Contract Time, commercial liability insurance in the amount of \$150,000.

D. The Contractor shall procure and maintain at his own expense, during the Contract Time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

(5) Permits and Licenses:

Obtain and pay for all permits and licenses necessary for the completion and execution of the work and labor to be performed.

(6) Debris and Material Removal:

Keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor, unless the Owner stipulates their intent to retain certain material or equipment. Any material or

equipment retained by the Owner shall not be stored outside or in a manner that detracts from the neighborhood.

(7) Assignments and Subcontracts:

Not assign the contract or subcontract any portion of this contract without notification to the Project Administrator. The notification must be addressed to the Project Administrator, Economic Development, 400 N. Iron St., City of Salem, MO 65560. The General Contractor is responsible for all work carried out by any subcontractor.

(8) Subcontracts to City Officials and Employees:

Shall not subcontract any part of the work to be performed under this contract to any officer, or employee of the City of Salem, or their designees or agents, no member of the governing body of said city, and no other official of such locality who exercises any functions or responsibilities with respect to the City, giving rise to this contract during his or her tenure or for one year thereafter.

(9) Guaranty:

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Final Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Final Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damages to other parts of the system resulting from such defects. The Owner will give written notice to the Contractor (copy to Administrator) of observed defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be made necessary by such defects, within 30 days of written notice, the Owner may do so and charge the Contractor the cost thereby incurred.

(10) Correction of Work:

A. The Contractor shall promptly remove from the premises all Work rejected by the Administrator or Owner for failure to comply with the Contract Documents, whether incorporated in the construction or not, and the Contractor shall promptly replace and re-execute the Work in accordance with the Contract Documents and without expense to the Owner and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

B. All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove and repair such rejected

Work within ten (10) days after receipt of Written Notice, the Owner may remove and repair such Work at the expense of the Contractor.

(11) Suspension of Work, Termination and Delay:

A. The Owner may suspend the Work or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the Contractor, by Written Notice to the Contractor, which notice shall fix the date on which Work shall be resumed. The Contractor will resume that Work on the date so fixed. The Contractor will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

B. If the Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the Contractor or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment or if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the Work or if he disregards the authority of the Owner or City, or if the work does not pass inspection by the Project Inspector, or if he otherwise violates any provision of the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and his surety a minimum of ten (10) days from delivery of a Written Notice, terminate the services of the Contractor and take possession of the Project and of all materials, and finish the Work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner or City. Such costs incurred by the Owner or City will be determined by the Project Administrator and incorporated in a change order.

C. Where the Contractor's services have been so terminated by the Owner or City, said termination shall not affect any right of the Owner or City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor will not release the Contractor from compliance with the Contract Documents, such as guarantees, workmanship, etc.

D. After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Contract. In such case, the



Contractor shall be paid for all Work executed and any expense sustained plus reasonable profit.

E. If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) days by the City or under an order of court or other public authority, or the City fails to act on any request for payment within thirty (30) days after it is submitted, or the City fails to pay the sum awarded by arbitrators within thirty (30) days of its approval and presentation, then the Contractor may, after ten (10) days from delivery of Written Notice to the Owner and City, terminate the Contract and recover from the City payment for all Work executed and expenses sustained. In addition and in lieu of terminating the Contract, if the City has failed to act on a request for payment or if the City has failed to make any payment as aforesaid, the Contractor may upon ten (10) days Written Notice to the Owner and City, stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to stoppage of the Work.

F. If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the Owner or Administrator to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the Owner or Administrator.

(12) Payments to Contractor:

A. Request for funds will be submitted to the Administrator. The Contractor will submit to the Administrator an invoice for the work performed, in addition to lien waivers covering all supplies, labor, and/or subcontractors used during the project period. The City will only pay for completion of tasks.

B. Upon completion and acceptance of the Work, the Project Inspector shall issue a certificate attached to the final payment request that the Work has been accepted by him under the conditions of the Contract Documents. The entire balance found to be due the Contractor, excluding the lead clearance retainage, and except such sums as may be lawfully retained by the City, shall be paid to the Contractor within thirty (30) days of completion and acceptance of the Work, if the Contractor has provided all required lien releases.

C. The Contractor hereby indemnifies and saves the Owner, the Owner's agents, the City, the City's agents, and Administrator, harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material suppliers, and supplies incurred in the furtherance of the

performance of the Work. The Contractor shall, at the Owner's, City's, or Administrator's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so, the City may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner or City to either the Contractor, his surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the City or Owner shall be considered as a payment made under the Contract Documents by the City or Owner to the Contractor, and the City or Owner shall not be liable to the Contractor for any such payments made in good faith.

(13) Owner's Rights

A. Prior to Substantial Completion, the Owner, with the approval of the Contractor, may use any completed or substantially completed portions of the Work. Such use shall not constitute an acceptance of such portions of the Work.

B. The Owner shall have the right to enter the premises for the purpose of doing work not covered by the Contract Documents. This provision shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the Work, or the restoration of any damaged Work except such as may be caused by the Owner, agents or employees of the Owner.

(14) Acceptance of Final Payment as Release:

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner and City of all claims and all liability to the Contractor other than claims in stated amounts as may be specifically excepted by the Contractor for all things done or furnished in connection with this Work and others relating to or arising out of this Work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents.

(15) Changes in Work:

The Owner or Project Inspector may at any time, as the need arises, order changes within the scope of the Work without invalidating the Agreement. If such changes increase or decrease the amount due under the Contract Documents, or in the time required for performance of the Work, an equitable adjustment shall be authorized by Change Order. The Contractor shall proceed with the performance of any changes in the Work so ordered by the Owner or Project Inspector. The

Contractor shall comply with all orders issued by the Owner or Project Inspector in relation to carrying out the rehabilitation.

(16) Changes in Contract Price

The Contract Price may be changed only by a Change Order. The value of any Work covered by a Change Order or of any claim for increase or decrease in the Contract Price shall be determined by an agreed lump sum price only.

(17) Time for Completion and Liquidated Damages:

A. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents and the Work embraced shall be commenced on a date specified in the Notice to Proceed.

B. The Contractor will proceed with the Work at such rate of progress to insure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work.

C. If the Contractor shall fail to complete the Work within the Contract Time or extension of time granted by the Owner, then the Contractor may be required to pay to the City the amount of \$100/day for liquidated damage for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

D. The Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the Work is due to the following, and the Contractor has promptly given Written Notice of such delay to the Owner and Administrator.

1. To any preference, priority or allocation order duly issued by the Owner.
2. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and adverse weather conditions; and
3. To any delays of Subcontractors occasioned by any of the causes specified in paragraphs 17 D.1. and 17 D.2. of this article.

(18) Equal Opportunity

During the performance of this contract, the Contractor agrees as follows:

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, religious affiliation, sex, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, religious affiliation, sex, age, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Administrator setting forth the provisions of this non-discrimination clause.

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

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

D. The Contractor will comply with all provisions of Executive Order 11246, as amended by Executive Order 12086 and the regulations issued pursuant thereto, and of the rules, regulations and relevant orders of the Secretary of Labor.

E. The Contractor will furnish all information and reports required by Executive Order 11246, as amended by Executive Order 12086, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

F. In the event of the Contractors non-compliance with the non-compliance clause of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246, as amended by Executive Order 12086, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended by Executive Order

12086, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

G. The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, as amended by Executive Order 12086, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract as the Owner may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor as a result of such direction by the Owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### Civil Rights Act of 1964

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

#### Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, sex, religion, religious affiliation, handicap, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

A. The work to be performed under this contract is on a project assisted under a program providing direct Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties



to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

C. The Contractor will send to each labor organizations or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of this program, shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

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

- (19) Section 503 of Rehabilitation Act of 1973, as amended, provides for nondiscrimination in contractor employment. All recipients of Federal funds must certify to the following in all contracts issued:

### Affirmative Action for Handicapped Workers

- (a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - (d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
  - (e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
  - (f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- (20) Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal

financial assistance. All recipients must certify to compliance with all provisions of Section 504.

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

- (22) Training and Employment of Lower Income Residents of Project Area:

A. The Work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

B. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- (23) Special Conditions Pertaining To Hazards Safety Standards

Lead-Based Paint Hazards

The construction or rehabilitation of residential structures are subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The contractor and subcontractor shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Administrator will be responsible for the inspections and certifications required under Section 35.14 (f) thereof. The use of lead-based paint is expressly prohibited.

Lead Clearance

A. Contractor is responsible for all construction and clean-up costs needed to obtain lead clearance.

B. The City will pay costs of initial lead clearance lab fees. If the lead clearance test fails, it will be the Contractors responsibility to pay for all subsequent lab fees until clearance is received.

II. The Owner shall:

- (1) Be the only contact in negotiating items of this contract, unless agreed upon by all parties of the contract.
- (2) Permit the Contractor to use at no cost existing utilities such as light, heat, power, and water necessary to the carrying out and completion of work.
- (3) Cooperate with the Contractor to facilitate the performance of the Work, including the removal and replacement of rugs, coverings, and furnishings as necessary.
- (4) Understand that some disruptions to the household will occur throughout the duration of the project, including noise, debris, dust, etc. These are normal aspects of home rehabilitation work.
- (5) The Contractor warrants and guarantees for a period of one (1) year from the date of Final Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damages to other parts of the system resulting from such defects. If defects are observed by the Owner during the one year guarantee period, the Owner must give written notice to the Contractor (copy to Administrator) of observed defects with reasonable promptness.
- (6) Abide by the terms of this contract and allow the rehabilitation to be carried out in accordance with city codes and federal regulations.

### III. General Provisions:

- (1) This contract embodies all the representatives, rights, duties, and obligations of the parties, and any prior oral or written agreement not embodied herein shall not be binding upon or endure to the benefit of any of the parties.
- (2) The Contractor agrees to perform the Work required by this contract, and the Owner agrees that neither he/she nor the members of his/her family, tenants, agents, or employees will hinder the Contractor in his Work or the Project Inspector in carrying out project requirements and city codes and policies.
- (3) No member, officer, or employee of the Grantee, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

**THIS CONTRACT AND ALL TERMS AND CONDITIONS CONTAINED HEREIN ARE APPROVED  
AND ACCEPTED AS OF THE DATE FIRST WRITTEN.**

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Contractor

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Signature of Contractor

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Date

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Address

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Telephone

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Owner

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Signature

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Date

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Address

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Telephone

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Signature of Representative

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Date

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Address

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Telephone

## ATTACHMENT A



## FEDERAL HOME LOAN BANK AHP PROGRAM

Salem, MO

## REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

BID SPECIFICATIONS: All items may not be awarded. ADDENDUM 8/12/22

Address: 501 S. Hickory, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable. In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.					
Electrical: Install GFCI outlets in both bathrooms outlets in kitchen to NEC Code. Install new power wire to range hood with outlet in cabinet above hood. Replace the light fixture in pantry. Light will be comparable to a Project Source 2 light 13 in flush mount fixture from Lowes. Front Green Bedroom: Install 3 way switch at each doorway to existing light fixture.	mat \$500	labor \$960			\$1460
Doors: Repair or replace jam on right side entry door. Install closure to storm door. Rear Door: Adjust door unit to work properly. Left Front Door: Install new lock set knob and dead bolt keyed alike.	mat 700	Labor 640			1340
Porches & Deck: Front (2): Remove existing rails. Install new rod iron rails. Left front porch: Install hand rails on both sides of steps, house side rail will be moved in approximately 12" to 16" to clear roof over hang. Install short rail from house to rail to enclose gap that was created. Side deck: Replace existing porch post. Install handrail on high side of existing porch. Replace all rot damaged floor joist and deck boards on deck. Install 4x4 post where needed around deck so hand rail can be installed. Install new rail complete with balusters. Steps will go off deck approximately in the center of the deck complete with hand rails both sides. NOTE: 2012 IRC (R311.7.8) Stairs with four or more risers; any porches, landings or walkways that are 30" or more above finished grade within 36" horizontally from the open.	mat \$1875	labor \$2560			\$7435
Left Bedroom: Remove all damaged loose paint/texture from ceiling. Patch all damage drywall. Paint with 2 coats of paint following the above painting instructions for the bathrooms.	mat \$200	labor \$160			\$1160
Kitchen: Remove dishwasher and dispose of. Cap plumbing and electrical. Install a base cabinet with a drawer at top and dshelve at bottom the same size as disher that was removed. Stained as close as possible as existing cabinets.	mat \$250	labor \$480			

**Bathrooms: Front-** Remove mildew from ceiling with a mold/mildew remover or a mixture of 50/50 Bleach and water. Once dry repair and damaged surface. Install an exhaust fan light combo on it's own switch. **Bathroom Rear;** Remove existing window, box Insulate and install siding to match on exterior. Remove existing tub and dispose of. Remove all wall drywall. Install a 3 pcs tub shower unit complete with lever handle controls and shower (no tub surrounds). Replace any rot damage. Install insulation on exterior wall. Install new wet guard drywall where all drywall was removed. Tape and finish. Install a light/fan and heater exhaust fan in ceiling on it's own switch, exhaust fans will be vented to the exterior of the unit complete with a cover installed to prevent insects and birds from entering the hose. Install a medicine cabinet above the existing sink complete with a 3 bulb light bar mounted above the cabinet wired to it's own switch. Install new 17" stool complete with wax ring, joint bolts, supply line and new shutoff. Install a new slab door unit complete with bed /bath knob. Door will be painted. Paint both bathrooms with 2 coats of high-quality paint, (Owner will choose color). **Painting:** Remove all nails, screws, hangers ect. from walls to be painted. Patch all holes/cracks per manufacturer's spec. All surfaces to be painted shall be prepared and cleaned prior to repainting. All surfaces shall be painted a minimum of two coats as required for a smooth even finish as per the manufacturer's spec. All over painting shall be removed from the trim, electrical cover plates, outlets, switches and electrical fixtures ect. Materials not displaying the manufacturer's identification as a standard, quality grade product will not be acceptable.

mat

Labor

\$2500

\$3200

\$6700

All work to meet IRC 2012 and NEC 2011 at a minimum or more current if required by local municipality.

ALL QUANTITIES AND MEASUREMENTS ARE APPROXIMATE. IT IS THE CONTRACTORS RESPONSIBILITY TO OBTAIN EXACT MEASUREMENTS AND QUANTITIES AND CITY PERMITS. CHANGE ORDERS WILL NOT BE ISSUED FOR CONTRACTOR MISCALCULATION.

Total Bid Price In Words: Eighteen thousand eight hundred and twenty five

Contractor Name: Joe Gerflith

Company Name: SJS Landscaping and Handyman Services Total Bid Amount: \$18,825

Mailing Address: 897 CR 3190 Salem mo

Phone Number: 523-453-6223

Fax Number: \_\_\_\_\_

Email Address: B.Blethumper85@gmail.com

Delivery Date: 11-1-2022

Bidders will not be allowed to withdraw their bid within 30 days after the bid opening. Doing so may result in an inability to bid on any of MRPC administered projects for one year following the withdrawn bid. In addition, successful bidders who refuse to execute the contract documents may not be allowed to bid on any MRPC administered projects for one year.

# Staff Summary Report

<b>MEETING DATE:</b>	9/27/2022
<b>AGENDA ITEM:</b>	ITEM VI READING OF BILLS AND RESOLUTIONS
<b>AGENDA TITLE:</b>	BILL NO. 3521
<b>ACTION REQUESTED BY:</b>	Utility Committee
<b>ACTION REQUESTED:</b>	Approval of new rates for sewer services
<b>SUMMARY BY:</b>	Sally Burbridge

## **PROJECT DESCRIPTION/ FACTS**

Spring Creek was placed on EPA's 303d list of impaired waters around 2004. This required a Total Maximum Daily Load (TMDL) study to be performed on the stream. The TMDL study was completed in 2010 and updated in 2022. The City has been working with the Missouri Department of Natural Resources (MDNR) continually during this time to develop a reasonable and affordable solution. The city has already completed phase 1A and B of upgrades to the wastewater treatment plant. A Facility Plan for future upgrades was submitted to MDNR detailing a phased improvement plan that is dependent on ARPA funding and subsequent MDNR SRF grants and low interest loans.

Based upon the recommendation of the Utility Committee, on July 12, 2022, the Board of Aldermen approved Resolution 2-2022, showing the board's intent to adjust the wastewater service rates and this allowed for submission of the ARPA Wastewater Treatment Grant application. If the rates are not raised as proposed by October 12, 2022, the total score will be reduced by 10 points.

On August 23, 2022, the Board of Aldermen held a public hearing for the sewer rate increase.

The proposed rate adjustment only applies to the volume rate for all customers and the flat rate for those who only have sewer service. It increase does not apply to the base rate.

## **PROCUREMENT**

NA

## **FISCAL IMPACTS**

This will result in additional revenue into Account #520-46160  
The increase in rates also results in higher scoring for the ARPA Wastewater Grant, application submitted July 2022. Wastewater revenue for services that was equal to or more than 2% of the Median Household Income (MHI) for Salem (\$28,511) rated a full 15 points for that scoring category in the application. Without this increase the City only scores 5 out of 15 points.

**SUPPORT DOCUMENTS:** Bill No. 3521

**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve Bill No. 3521 Increasing the Sewer Volume Rate for the City of Salem including the flat rate for customers with only sewer service by 50%.

## **BILL NO. 3521**

## **ORDINANCE NO. 3521**

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

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

### **Section 1**

- a) Monthly residential sewer rates within the city limits of Salem, Missouri, shall be as follows:

\$6.00 Base Rate  
\$8.48 Vol. Rate/1,000 Gallons

- b) Monthly residential sewer rates outside the city limits of Salem, Missouri, shall be as follows:

\$12.00 Base Rate  
\$ 10.64 Vol. Rate/1,000 Gallons

- c) Monthly commercial sewer rates within the city limits of Salem, Missouri, shall be as follows:

\$6.00 Base Rate  
\$8.48 Vol. Rate/1,000 Gallons

- d) Monthly commercial sewer rates outside the city limits of Salem, Missouri, shall be as follows:

\$12.00 Base Rate  
\$ 10.64 Vol. Rate/1,000 Gallons

- e) Monthly sewer rates if no water meter shall be as follows:

\$79.19 first unit, \$52.84 each additional unit

Base rate does not include any gallons and the volume rate will be assessed starting with the first gallon of water consumed.

Any user of city water may apply for an additional water meter to measure water used only outside and not introduced into the sewer system. Installation of secondary meters is the customer's responsibility and must be inspected before added to the customer's account. Temporary deduction meters are available from the city utility office for \$120.00 deposit. Credits will be determined using sewer rates in effect when the secondary or deduction meter is read.

**Section 2.**

All ordinances or parts of ordinances in conflict here with are, to extent of such conflict, repealed.

**Section 3.**

These rates shall become effective with the bills for October 15, 2022, to November 15, 2022 usage and are subject to modification at any time by the Board of Aldermen

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND  
APPROVED BY THE MAYOR, THIS 27<sup>th</sup> DAY OF SEPTEMBER 2022.

APPROVED:

---

**Greg Parker**  
**Mayor**

ATTEST:

---

**Tammy Koller**  
**City Clerk**

APPROVED AS TO FORM:

---

**James Weber, City Attorney**

## **Staff Summary Report**

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<b>MEETING DATE:</b>	9/27/2022
<b>AGENDA ITEM:</b>	ITEM VII BIDS
<b>AGENDA TITLE:</b>	BOOM MOWER FOR TRACTOR

---

<b>ACTION REQUESTED BY:</b>	PUBLIC WORKS DIRECTOR
<b>ACTION REQUESTED:</b>	BOOM MOWER FOR STREET DEPT. TRACTOR
<b>SUMMARY BY:</b>	MARK NASH

---

### **PROJECT DESCRIPTION / FACTS**

THIS IS EQUIPMENT THAT WAS PURCHASED USED. THE TRACTOR IS IN GOOD SHAPE, BUT THE BOOM MOWER IS WORN OUT. THIS EQUIPMENT HAS MULTIPLE USES FOR THE CITY. IT IS USED TO REMOVE BRUSH FROM THE SIDES OF CITY STREETS, USED TO CLEAR BRUSH FROM AROUND CITY SIGNAGE, USED TO MOW BRUSH IN DITCHES THAT THE CITY MAINTAINS AND IT HAS BEEN USED TO MOW CITY RIGHT-OF-WAYS. THIS EQUIPMENT HAS ALLOWED US TO BETTER UTILIZE OUR EMPLOYEES.

### **PROCUREMENT**

WE RECEIVED TWO BIDS. (1.) FROM WOODYS SUPPLY FOR \$70,150.00 (2) FROM MURPHY EQUIPMENT \$73,147.00

### **FISCAL IMPACTS**

UNDER LINE ITEM 201-501-70810 IN THE BUDGET \$75,000.00 HAS BEEN BUDGETED

---

### **SUPPORT DOCUMENTS:**

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**DEPARTMENT'S RECOMMENDED MOTION: MOVE TO APPROVE THE QUOTE FROM MURPHY TRACTOR & EQUIPMENT**

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# MtJRP HV

## TRACTOR & EQUIPMENT CO.

5087 N.E. 46th Avenue  
Des Moines, IA 50317  
515-263-0055

10893 112 Road  
Dodge City, KS 67801  
620-227-3139

1303 3rd Ave. Northwest  
Fort Dodge, IA 50501  
515-576-3184

P.O. Box 460  
Gering, NE 69341  
308-436-2177

3204 S. Engleman Road  
Grand Island, NE 68803  
308-381-0741

P.O. Box 1206  
Great Bend, KS 67530  
620-792-2748

1601 N. Cornington  
Kansas City, MO 64120  
816-483-5000

6310 N 56th Street  
Lincoln, NE 68504  
402-467-1300

P.O. Box 1013  
North Platte, NE 69103  
308-534-7020

9751 S. 148th  
Omaha, NE 68138  
402-894-1899

P.O. Box 5349  
Sioux City, IA 51102  
712-252-2753

1401 State Hwy MM  
Springfield, MO 65802  
417-863-1000

1621 N.W. Gage Blvd.  
Topeka, KS 66618  
785-233-0556

P.O. Box 387  
Ulysses, KS 67880  
620-356-1071

P.O. Box 2520  
Waterloo, IA 50704  
319-235-7085

P.O. Box 17366  
Wichita, KS 67217  
316-942-1457

Corporate Office

P.O. Box 17366  
Wichita, KS 67217  
316-945-101

September 15, 2022

City of Salem  
Salem, Missouri

We are pleased to quote the following for your consideration:

### One New Diamond Rear Cradle Boom Mower

22 Foot Rear Cradle Boom

safety glass, wheel weights

50" Boom Fail

Factory Authorized Mount - Rear Cradle Boom Mowers

Five- Function IBC, Proportional Joystick - in lieu of cable controls

Tractor Cooling Package

É  
É

Lexan Safety Glass

Includes all hydraulic oils and ballast for rear tires

### Installation:

- Installation of mower to be done at Diamond Factory
- Transportation of mower and tractor from Diamond factory to Murphy Tractor, Springfield is included in price
- Delivery to tebaROA is included

*5a(rM*

<b>Selling Price for One Mower Package Complete</b>	<b>\$ 64,900.00</b>
<b>Steel Surcharge</b>	<b>\$4,297.00</b>
<b>Freight</b>	<b>\$2,950.00</b>

**Total Delivered Price** **\$72,147.00**

**Integrated Boom Control ( Smart Screen )** **ADD \$1,000.00**

Lead Time Mower: 30-32 weeks  
Subject to all applicable sales tax  
Sold as represented

On behalf of Murphy Tractor & Equipment Company, thank you for the opportunity to quote a Deere Tractor and Diamond Mower

August 26, 2022

City of Salem  
400 N. Iron St.  
Salem, MO 65560

**Quote for 22' Rear Cradle Boom with 50" HD Flail Mower Head**

Includes:

- 22 Foot Rear Cradle Boom -
  - o Mounting hardware,
  - o 4-spool valve
  - o Cable Controls
  - o Transport Lock
  - o Hydraulic Actuator
  - o Auxiliary oil cooler
  - o Pump and grill guard
  - o Polycarbonate safety glass
- 50" HD Flail Mower Head
- Four Function IBC, proportional joystick
- Labor for removing old boom mower
- Installation of new boom mower
- Hydraulic oil and hoses

**\*\*Tractor is 2014 JD 6115R\*\***

**\*\*Customer will deliver and pickup tractor\*\***

**Total Package Price:**

**\$67,650.00**

**Optional IBC SmartScreen:**

**\$2,500.00**

*7,150.00*

---

**Signature for approval**

---

**Date**

# Staff Summary Report

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<b>MEETING DATE:</b>	September 27, 2022
<b>AGENDA ITEM:</b>	ITEM VII BIDS
<b>AGENDA TITLE:</b>	Cemetery Department's New Lawn Mower

---

<b>ACTION REQUESTED BY:</b>	Mark Nash
<b>ACTION REQUESTED:</b>	Replace old Cemetery mower with a new one
<b>SUMMARY BY:</b>	Mark Nash

---

## **PROJECT DESCRIPTION/ FACTS**

The life of a mower is around 500 Mowing Hours and our mower, we are asking to replace has put in almost triple that coming up with 1,300 Mowing Hours. It is costing more and more to have to repair the things that are breaking and need replaced. We would like to replace the mower to save on cost of repairs to the old one.

## **PROCUREMENT**

Our Capital Improvements Account (301-509-70920) is budgeted for this item and the budget amount is \$13,500.00

Brent received two bids/quotes for mowers.

First Bid: Wayde's Equipment, LLC which includes the price of the mower, a discount on that price and the freight cost. \$ 12,445.72

Second Bid: Crown Power & Equipment, includes just the price of the mower. \$14,559.42

## **FISCAL IMPACTS**

It would save the Equipment Maintenance budget for the Cemetery Department if we get a new mower. All of the maintenance and repairs the old mower needs will drain that fund over time if we do not replace the mower.

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<b>SUPPORT DOCUMENTS:</b>	Attached budget account, Wayde's Equipment, LLC quote and Crown Power & Equipment quote.
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<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	Approve the Wayde's Equipment Bid for \$12,445.72.
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.6.000\*Jnl 301 509\*70920

Fiscal Year 2022:2021:current

Account Name MOWER

General Balance Budget Budget Adjustments History Detail

Account Type Expense  
Department CEMETERY  
Note  
Status Active  
Protected Account

Cash Account Info

Non-Cash

Projects

Options Note Required

Unnumbered 0.00  
Balance 0.00  
Pending 000.00

Budget Summary

	Annual Budget	Y-T-D Actual	Y-T-D Encumbrance	Reserve	Port 'e'r Adt	Budget Balance	
Origin,,!	13,500	0	0			13,500	101.00
Current	13,500	0	0			13,500	100.00
Group	0	0	0			0	

Next Year

Current	13,500	0	0			13,500	100.00
Group	0	0	0			0	0.00

Print This Record

Clear

view admina.t





VISIT US ONLINE AT [WWW.CROWN-POWER.COM](http://WWW.CROWN-POWER.COM)

**"Quote"**

CUSTOMER:	City of Salem	8/29/2022
QTY.	EQUIPMENT DESCRIPTION	COST
1	KUBOTA ZD 1011-3-54	\$14,559.42
	TBA	
	<b>EQUIPMENT TOTAL</b>	\$14,559.42

	<b>TRADE -IN EQUIPMENT</b>	
Make		
Model		
Serial#		
<b>TRADE DIFFERENCE    or/</b> <div style="display: flex; justify-content: space-between;"> <span><b>CASH PRICE</b></span> <span><b>\$14,559.42</b></span> </div>		

TAX (5.725%) \_\_\_\_\_  
TOTAL WITH TAX \$14,559.42

plus quote 1 Valid for thirty (30) days from the date above, and is subject to an price increase and availability of equipment.



# **Staff Summary Report**

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<b>MEETING DATE:</b>	9/27/2022
<b>AGENDA ITEM:</b>	ITEM VII BIDS
<b>AGENDA TITLE:</b>	SALT STORAGE BUILDING

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<b>ACTION REQUESTED BY:</b>	PUBLIC WORKS DIRECTOR
<b>ACTION REQUESTED:</b>	APPROVAL FOR MAINTENANCE ON BUILDING
<b>SUMMARY BY:</b>	Mark Nash

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## **PROJECT DESCRIPTION/ FACTS**

This building is in need of repair. The roof has never had any repairs on it and it is leaking. Since this building is where we store our salt for winter, we need to keep it as dry as possible.

## **PROCUREMENT**

Bids for materials are from Roberts and Judson Lumber Co. and Salem Metals.

## **FISCAL IMPACTS**

This is not a budgeted item, we can do this out of the Capital Improvement Fund, 301-508-70835 building improvements. We have \$7,000 budgeted in that expense line to be used for a heater, we only used \$5,445 for the heater. The budget balance is \$1,556, we can use towards the building and then \$2,045 would need a budget adjustment to come from the Capital Improvement Sales Tax Revenue. We budgeted a \$15,000 surplus in the overall Capital Improvement Fund

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## **SUPPORT DOCUMENTS:**

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**DEPARTMENT'S RECOMMENDED MOTION: MOVE TO APPROVE THE QUOTE FROM SALEM METALS FOR THE NEW ROOF FOR \$2652.65. MOVE TO APPROVE THE CONSTRUCTION MATERIAL BID FROM ROBERTS AND JUDSON LUMBER FOR \$947.40**

---

# Estimate

**We've Got You Covered!**

0 al cm 1VI et alss  
9082W.Hwy32  
Salem MO 65 560  
sales\_salemmetal@llbcmallbox.net  
Ph. 573-729-6000

**Estimate Number**

16490

**Date**

08/30/2022

**Contact Numbers:**

Phone: 573-729-6000

Fax: 573-729-6622

**Bill To:**

City of Salem

**Ship To:**

City of Salem

Customer Phone: 573-729-4811

Customer Fax: 573-729-5371

Qty	Length	Unit	Item#	Item Description	Rate	Amount
24	336	Inches	29BNPanel	Brown Prime Rib Plus	0.2787 F	2,247.44
624	1	Rt	RTF	Total Footage	0.00F	0.00
6	1	Bag	BN15	Brown 1-1/2" Wood Screws	18.515 F	111.09
7	1	Ea	BNET	Brown Eave Trim 10'2"	11.6103 F	81.27
11	1	Ea	BNRC10	Brown Rake/Corner 10' 2"	19.3504F	212.85

**Notes:**

**Total: \$ 2,652.651**

**Customer Signature:** \_\_\_\_\_

**ROBERTS-JUDSON LUMBER CO.**  
**302 EAST 4TH STREET**  
**POBOX776**  
**SALEM MO 65560**  
**PHONE: (573) 729-3151**

PAGE NO 1

CITY OF SALEM  
 400 N IRON

SALEM MO 65560

CUST # 10538  
 TERMS: NET 10TH  
 P.O. # DAVEY  
 REF. # 247-0920

EST # 904299  
 DATE : 9/02/22  
 CLERK: BS  
 TERM# 558

TIME: 8:50  
 \*\*\*\*\*  
 \* ESTIMATE \*  
 \*\*\*\*\*

QUANTITY	UM	ITEM	DESCRIPTION	SUG. PRICE	PRICE/PER	EXTENSION
7	EA	R	DRIP EDGE 10'2" BROWN		8.68 /EA	60.76 N
10	EA	R	R/C TRIM 10'2" BROWN		19.41 /EA	194.10 N
12	EA	R	52' BROWN METAL		188.26 /EA	2,259.12 N
1250	EA	WWG112	1-1/2" WHITE WOODGRIP SCREWS		.07 /EA	87.50 N
**ESTIMATE** ESTIMATE**					TAXABLE	0.00
					NON-TAXABLE	2601.48
					SUB-TOTAL	2601.48
					TAX AMOUNT	0.00
					TOTAL ESTIMATE	2601.48

X

**ROBERTS-JUDSON LUMBER CO.**  
**302 EAST 4TH STREET**  
**PO BOX 776**  
**SALEM MO 65560**  
**PHONE: (573) 729-3151**

PAGE NO 1

CITY OF SALEM  
 400 N IRON

SALEM MO 65560

CUST # 10538  
 TERMS: NET 10TH  
 P.O. # DAVE

EST # 904584  
 DATE : 9/02/22  
 CLERK: BS  
 TERM# 558

TIME : 8:50  
 \*\*\*\*\*  
 \* ESTIMATE \*  
 \*\*\*\*\*

QUANTITY	UM	ITEM	DESCRIPTION	SUG.PRICE	PRICE/PER	EXTENSION
bU 30	PC LB	L'.4lb 312DSLb	LX4 lb #2 CON::;T. 3-1/2" SCREWS		13.39 /PC 4.80 /LB	410.40 N 144.00*N
**ESTIMATE** ESTIMATE**					TAXABLE	0.00
					NON-TAXABLE	947.40
					SUB-TOTAL	947.40
					TAX AMOUNT	0.00
					TOTAL ESTIMATE	947.40

X

## **Staff Summary Report**

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<b>MEETING DATE:</b>	9/27/2022
<b>AGENDA ITEM:</b>	ITEM VII BIDS
<b>AGENDA TITLE:</b>	DUSK TO DAWN LIGHTS

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<b>ACTION REQUESTED BY:</b>	PUBLIC WORKS DIRECTOR
<b>ACTION REQUESTED:</b>	PURCHASE OF DUSK TO DAWN LIGHTS
<b>SUMMARY BY:</b>	MARK NASH

---

### **PROJECT DESCRIPTION/ FACTS**

RELACEMENT AND NEW INSTALLATION OF DUSK TO DAWN LIGHTS THROUGH OUT THE CITY

### **PROCUREMENT**

THIS IS A SOLE SOURCE PROVIDER BID

### **FISCAL IMPACTS**

WE HAVE \$5,000 BUDGETED UNDER LIGHT MAINTENANCE IN THE ELECTRIC DEPT. THE BID IS \$3,350 FOR THESE LED LIGHTS

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<b>SUPPORT DOCUMENTS:</b>	Bid from Fletcher-Reinhardt
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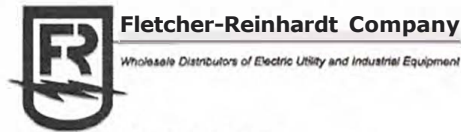
**DEPARTMENT'S RECOMMENDED MOTION: MOVE TO APPROVE THE QUOTE FROM FLETCHER- REINHARDT COMPANY FOR \$3350**

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# Quotation

QUOTE DATE	QUOTE NUMBER
09/01/2022	S1282429
FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE COURT BRIDGETON, MO 63044 314-506-0700 Fa 314-506-0705	PAGE NO.
	1 of 1



**Fletcher-Reinhardt Company**

Wholesale Distributors of Electric Utility and Industrial Equipment

FLETCHER-REINHARDT CO.  
3105 CORPORATE EXCHANGE COURT  
BRIDGETON, MO 63044  
314-506-0700  
Fax 314-506-0705

**QUOTE TO:**

SALEM ELECTRIC DEPT  
400 NORTH IRON  
SALEM, MO 65560

**SHIP TO:**

SALEM, CITY OF  
WAREHOUSE - ELECTRICAL  
1201 S. WINES STREET  
SALEM, MO 65560

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME/ RELEASE NUMBER	SALESPERSON	
4368	WATCHLIGHT LED		Josh McGill	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
Jay Turner	DIRECT	Net 30 Days	10/01/2022	No
ORDER QTY	DESCRIPTION		UNIT PRICE	COMMENTS
20ea	WLTDMVOLTD54KUAMPTBPW5P7 WATCH LIGHT, 8000 LUMEN, 120V-277V, R5 DISTRIBUTION, 4000K TEMP, UNFINISHED ALUM, 10kV/5kA SURGE PROTECTION, 5FT 14AWG PREWIRE, REFRACTOR, 72W, 7 PIN PCR		167.500/ea	

TERMS: NET 30 DAYS with payment via Check or ACH.  
F.O.B. Point of Shipment, Freight Allowed unless otherwise stated.  
This Quotation, including prices & lead-time, is subject to change in  
the event of delays and adverse impacts that may be caused by forces  
beyond Fletcher-Reinhardt Company's (FR) control. FR's Standard  
Terms and Conditions of Sale dated January 1, 2000 apply to any  
purchase from FR.  
We appreciate your business.

Subtotal	3350.00
S&H Charges	0.00
Tax	0.00
Amount Due	3350.00



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**MEETING DATE:** 9/27/2022

**AGENDA ITEM:** Item VIII

**AGENDA TITLE:** Reports of City Officials, Boards and Committees

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**ACTION REQUESTED BY:**

**ACTION REQUESTED:**

**SUMMARY BY:**

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**DESCRIPTION/ FACTS**

Temporary City Administrator Sally Burbridge  
Mayor, Greg Parker  
Public Works, Mark Nash  
Parks and Recreation Director, Melissa Dubois  
Economic Development, Sally Burbridge  
Alderman Reports

**PROCUREMENT**

**FISCAL IMPACTS**

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**SUPPORT DOCUMENTS:**

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**DEPARTMENT'S RECOMMENDED MOTION:**

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**MEETING DATE:** 9/27/2022

**AGENDA ITEM:** Item IX

**AGENDA TITLE:** Closed Session

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**ACTION REQUESTED BY:** Temporary City Administrator

**ACTION REQUESTED:** Closed Session

**SUMMARY BY:** City Clerk Koller

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**PROJECT DESCRIPTION/ FACTS**

**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 (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.**

**PROCUREMENT**

N/A

**FISCAL IMPACTS**

N/A

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**SUPPORT DOCUMENTS:** N/A

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to go into Closed Session for Personnel and Contracts.

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