

**TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON ST.
SEPTEMBER 15, 2022
6:00 P. M.**

ITEM I CALL TO ORDER

ITEM II ROLL CALL

ITEM III APPOINTMENT

Assistant City Clerk
Alderman
Treasurer
Parks and Recreation
Utility Committee

ITEM IV OATH OF OFFICE

Mayor Parker administers Oath of Office for Assistant City Clerk Sheppard
Mayor Parker administers Oath of Office for Alderman
Mayor administers Oath of Office for Treasurer

ITEM V HEARING OF PERSONS

Skip Dahms- 404 W. Fourth Street-Request Street closure

ITEM VI CONSENT AGENDA

Mo. Dept. of Revenue C.A.R.T Tax August 2022- \$19,136.39
Mo. Dept. of Revenue Storm Water/Local Parks Tax Credit and Use for January
2022- June 2022- \$30.73
Mo. Dept. of Revenue Capital Improvements Tax Credit and Use for January
2022- June 2022- \$40.99
Mo. Dept. of Revenue City Tax Credit and Use for January 2022- June 2022-
\$81.97
Park Board Meeting Minutes- July 27, 2022
Police Department Monthly Report- August 2022

ITEM VII READING OF BILLS AND RESOLUTIONS

**TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON ST.
SEPTEMBER 15, 2022
6:00 P. M.
PAGE TWO**

BILL NO. 3519- AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR OF THE CITY OF SALEM, MISSOURI, ON BEHALF OF SAID CITY TO ENTER INTO A POWER SUPPLY AND ADMINISTRATION AGREEMENT AMONG MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION DBA MISSOURI ELECTRIC COMMISSION AND THE CITY AS A MEMBER OF THE MID-MISSOURI MUNICIPAL POWER ENERGY POOL.

BILL NO. 3520- AN ORDINANCE AMENDING CHAPTER 230, ARTICLE II, SECTION 230.150 TREE LIMBS, OF THE CODE OF ORDINANCES FOR THE CITY OF SALEM MISSOURI AND PROVIDING WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

RESOLUTION NO. 26-2022- A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND CAHILLS CONSTRUCTION, INC A MISSOURI CORPORTATION.

RESOLUTION NO. 27-2022-A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND SHIRLEY NASH.

RESOLUTION NO. 28-2022-A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND FOUR RIVERS COMMUNITY HEALTH CENTER.

RESOLUTION NO. 29-2022-A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND SHERMAN ODOM

RESOLUTION NO. 30-2022-A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND SALEM HOUSING AUTHORITY.

**TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
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ITEM VIII BIDS

Airport Fuel Tank- Public Works Director Mark Nash
Salt Storage Building- Public Works Director Mark Nash
Repair Clamps-Public Works Director Mark Nash

ITEM IX NEW AND MISCELLANEOUS BUSINESS

Live Trap Rental Agreement-Code Officer Travis Roberts
Airport Hangar Fees

ITEM X REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES

Sally Burbridge, Temporary City Administrator

Greg Parker, Mayor

Mark Nash, Public Works

Sally Burbridge, Economic Development

Aldermen Reports

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

ITEM XII ADJOURNMENT

Staff Summary Report

| | |
|----------------------|--------------------|
| MEETING DATE: | September 15, 2022 |
| AGENDA ITEM: | Item III |
| AGENDA TITLE: | Appointments |

| | |
|-----------------------------|---|
| ACTION REQUESTED BY: | Mayor |
| ACTION REQUESTED: | Appoint Assistant City Clerk, West Ward Alderman, Treasurer, Park and Recreation Board and Utility Committee. |
| SUMMARY BY: | City Clerk Tammy Koller |

DESCRIPTION / FACTS

Assistant City Clerk Erica Sheppard
West Ward Alderman
Treasurer Stacey Houston
Parks and Recreation Board Stacey Jones
Utility Committee David Weiss

PROCUREMENT

N/A

FISCAL IMPACTS

N/A

SUPPORT DOCUMENTS:

DEPARTMENT'S RECOMMENDED MOTION: Move to approve Mayors appointment recommendations.

Staff Summary Report

MEETING DATE: 9/15/2022

AGENDA ITEM: Item IV

AGENDA TITLE: Oath of Office

ACTION REQUESTED BY: Mayor Greg Parker

ACTION REQUESTED: Mayor administers Oath of Office to Assistant City Clerk, West Ward Alderman, and Treasurer.

SUMMARY BY: City Clerk Koller

DESCRIPTION / FACTS

N/A

PROCUREMENT

N/A

FISCAL IMPACTS

N/A

SUPPORT DOCUMENTS: N/A

DEPARTMENT'S RECOMMENDED MOTION: N/A

Staff Summary Report

| | |
|----------------------|--------------------|
| MEETING DATE: | 9/15/2022 |
| AGENDA ITEM: | Item V |
| AGENDA TITLE: | Hearing of Persons |

| | |
|-----------------------------|-------------------|
| ACTION REQUESTED BY: | Skip Dahms |
| ACTION REQUESTED: | Street Closure |
| SUMMARY BY: | City Clerk Koller |

PROJECT DESCRIPTION / FACTS

Request to block 4th Street between MacArthur and N. Henderson on October 8th, 2022, from 11:30 to 3:00 PM for the Annual Kids Carnival.

PROCUREMENT

N/A

FISCAL IMPACTS

N/A

| | |
|---------------------------|-----|
| SUPPORT DOCUMENTS: | N/A |
|---------------------------|-----|

DEPARTMENT'S RECOMMENDED MOTION: Move to approve street closure between MacArthur and N. Henderson on October 8th from 11:30 AM to 3:00 PM for the Annual Kids Carnival.

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: Skip Dahms

Address: 404 W. 4th Street

Phone: 573-453-2924

Date of Council meeting that you request to be heard: 9-15-22

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

Mayor Eco. Devel. City Administrator City Clerk Superintendent

Other (specify): Sally Burbridge

What is your request: To block 4th Street between
MacArthur and N. Henderson on Oct. 8, 2022
from 11:30am until 3:00pm for Annual Kids
Carnival

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

| | |
|----------------------|----------------|
| MEETING DATE: | 9/15/2022 |
| AGENDA ITEM: | Item VI |
| AGENDA TITLE: | Consent Agenda |

| | |
|-----------------------------|------------------------|
| ACTION REQUESTED BY: | City Clerk Koller |
| ACTION REQUESTED: | Approve Consent Agenda |
| SUMMARY BY: | City Clerk Koller |

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

| | |
|---------------------------|-----|
| SUPPORT DOCUMENTS: | N/A |
|---------------------------|-----|

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

CITY OF SALEM
CITY CLERK
400 N IRON ST
SALEM

MO 65560

MISSOURI DEPARTMENT OF REVENUE

08/16/22

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR
MONIES TOTALING \$ 19,136.39 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

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

| | | |
|-----------------------|----|-----------|
| MOTOR FUEL TAX | \$ | 12,991.07 |
| MOTOR V SALES TAX | \$ | 4,497.22 |
| MOTOR V FEE INCREASES | \$ | 1,648.10 |

FOR YOUR CREDIT AND USE ON 08/19/22.
IF YOU DO NOT RECEIVE YOUR DISTRIBUTION OR IF YOU HAVE QUESTIONS CONCERNING
THE AMOUNT OF YOUR DISTRIBUTION, PLEASE CONTACT THE MISSOURI DEPARTMENT
OF REVENUE AT (573) 751-2611.



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

Date: August 19, 2022

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



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

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2032412589

Distribution Month: January 2022 - June 2022

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

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

| | |
|--|---------------------------------|
| Tax Type Code | 260 |
| TaxType Name | CITY STORM WATER/LOCAL PARKS |
| Bank Name | BANK OF SALEM |
| Account Number (Last Four Digits) | 0117 |
| Amount Deposited | \$30.73 |

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

A city must notify the Department if their boundaries change. Failure to notify the department can result in lost revenue.

The Department is authorized by Section 32.057 RSMo, to release local sales/use tax information to cities that have imposed a sales or use tax. The Department has made this information available in three reports: the Open Business Locations Report, the Financial Sales Tax Distribution Report, and the Financial Use Tax Distribution Report. A portal account must be created on the Department's portal at <https://mytax.mo.gov/rptp/portal/home/> and a Request for Information/Audit of Local Sales and Use Tax Records (Form 4379) may be completed to request access to these reports. This form is available on our web site at <http://dor.mo.gov/forms/>.

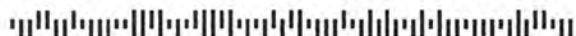


MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

Date: August 19, 2022

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



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

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2032412585

Distribution Month: January 2022 - June 2022

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

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

| | |
|--|---------------------------|
| Tax Type Code | 210 |
| TaxType Name | CITY CAPITAL IMPROVEMENTS |
| Bank Name | BANK OF SALEM |
| Account Number (Last Four Digits) | 0117 |
| Amount Deposited | \$40.99 |

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

A city must notify the Department if their boundaries change. Failure to notify the department can result in lost revenue.

The Department is authorized by Section 32.057 RSMo, to release local sales/use tax information to cities that have imposed a sales or use tax. The Department has made this information available in three reports: the Open Business Locations Report, the Financial Sales Tax Distribution Report, and the Financial Use Tax Distribution Report. A portal account must be created on the Department's portal at <https://mytax.mo.gov/rptp/portal/home/> and a Request for Information/Audit of Local Sales and Use Tax Records (Form 4379) may be completed to request access to these reports. This form is available on our web site at <http://dor.mo.gov/forms/>.



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

Date: August 19, 2022

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



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

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2032412579

Distribution Month: January 2022 - June 2022

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

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

| | |
|--|---------------|
| Tax Type Code | 200 |
| TaxType Name | CITY |
| Bank Name | BANK OF SALEM |
| Account Number (Last Four Digits) | 0117 |
| Amount Deposited | \$81.97 |

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

A city must notify the Department if their boundaries change. Failure to notify the department can result in lost revenue.

The Department is authorized by Section 32.057 RSMo, to release local sales/use tax information to cities that have imposed a sales or use tax. The Department has made this information available in three reports: the Open Business Locations Report, the Financial Sales Tax Distribution Report, and the Financial Use Tax Distribution Report. A portal account must be created on the Department's portal at <https://mytax.mo.gov/rtp/portal/home/> and a Request for Information/Audit of Local Sales and Use Tax Records (Form 4379) may be completed to request access to these reports. This form is available on our web site at <http://dor.mo.gov/forms/>.

July 27th Park Board Meeting Minutes

- 5:31 - Meeting Called to order by Mayor Parker
- Attendance
 - Officials
 - Kala Sisco, East Ward Alderman
 - Greg Parker, City Mayor
 - Todd Kinerk, West Ward Alderman
 - Kyle Williams, West Ward Alderman
 - City Staff
 - Melissa Dubois, Park Director
 - Stacey Houston, Finance Officer
 - Ray Walden, City Administrator
 - Members
 - Crystal Pilkington, Member
 - Tiffin Felkerson, Member
 - Angie Curley, Member
 - Leah Nash, Member
 - Carlos Lopez, possible Member
 - Amanda Duncan, Member
 - Caleb Shepard, Member
 - Others
 - Caleb Brubaker of Salem News
- 5:32 - Mayor Parker explained some duties of the board
- 5:40 - Mayor Parker made a recommendation for the board to make new officers
- 5:40 - Leah Nash asked to be recused for now living outside the city limits
- 4:45 - Greg Nash has tendered his resignation as of July 15th
- 5:47 - Melissa gave the Parks and Rec Report
- 5:58 – Melissa finished park report.
 - Tiffany Felkerson gave positive comments about the Park Camp
- 5:59 – Melissa started the Parks and Recreation Budget Review
 - 6:00 - Stacey Houston presented slides on sales tax revenue, high level review of budget and actuals from 2017 to present, and the current line-by-line budget
 - 6:02 – Angie asked about the soccer field payment schedule; Ray Walden answered with 2022-2023 should be the final year of payment on the field
 - 6:05 – Leah Nash asked about the \$25,000 for capital improvements; answered by Crystal Pilkington answered that it was about the soccer field payment.
- 6:06 – Melissa mentioned to the board to be taking information on "light up the park", no dates are set yet
- 6:08 – Leah Nash asked about the Truck purchase; Melissa answered with the truck was purchased

City Clerk

From: Kala Sisco
Sent: Wednesday, July 27, 2022 7:30 PM
To: City Clerk
Subject: End of closed session

Angie motion
Crystal 2nd
Amanda called meeting Aug 11th 5:30
Crystal 2nd
Angie motion to dismiss
Amanda 2nd

Kyle will have the rest of the notes

Get [Outlook for iOS](#)

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By: All Categories

Date Range: From 08/01/2022 00:00 to 08/31/2022 23:59

Precinct/Sector/Geo/Ward: All Precincts, Sectors, ESZs, Geos, Wards

| Category | SubCategory | #Incidents | Average Stacked Time | Average Response Time | Average On Scene Time | % of Total Incidents |
|-------------------------|-----------------|------------|----------------------------|-----------------------------|-----------------------------|-------------------------|
| 911 HANG UP | | 2 | 2:02 | 4:36 | 3:48 | 0.32 |
| ABANDONED VEHICLE | | 1 | 2:30 | 3:30 | 2:32 | 0.16 |
| ACCIDENT | | 12 | 1:35 | 2:43 | 22:04 | 1.91 |
| ALARM | COMMERCIAL | 6 | 1:58 | 4:24 | 5:23 | 0.96 |
| ALARM | RESIDENTIAL | 2 | 0:49 | 1:28 | 11:54 | 0.32 |
| AMBULANCE CALL | | 25 | 0:53 | 1:53 | 17:51 | 3.98 |
| ANIMAL CALL | | 51 | 3:43 | 4:57 | 17:43 | 8.12 |
| AREA CHECK | | 15 | 10:25 | 2:50 | 6:23 | 2.39 |
| ASSAULT/FIGHT | IN PROGRESS | 5 | 0:57 | 0:42 | 11:37 | 0.80 |
| ASSAULT/FIGHT | NOT IN PROGRESS | 1 | 2:03 | 0:06 | 26:45 | 0.16 |
| ASSIST OTHER AGENCY | | 18 | 0:40 | 1:28 | 25:11 | 2.87 |
| BUILDING INSPECTION | | 1 | 1:50 | 5:13 | 2:20 | 0.16 |
| BURGLARY | NOT IN PROGRESS | 3 | 2:37 | 2:30 | 13:59 | 0.48 |
| CALL FOR SERVICE | | 17 | 22:38 | 4:09 | 6:36 | 2.71 |
| CHECK THE WELL BEING | | 35 | 4:27 | 6:16 | 12:01 | 5.57 |
| CIVIL MATTER | | 2 | 5:22 | 7:42 | 39:39 | 0.32 |
| COURTESY TRANSPORT | | 2 | 0:37 | 1:30 | 27:14 | 0.32 |
| DISTURBANCE | PHYSICAL | 3 | 1:18 | 1:19 | 29:06 | 0.48 |
| DISTURBANCE | VERBAL | 9 | 1:44 | 1:24 | 12:19 | 1.43 |
| DOMESTIC | IN PROGRESS | 12 | 1:48 | 1:51 | 14:59 | 1.91 |
| DOMESTIC | NOT IN PROGRESS | 2 | 1:55 | 1:26 | 14:40 | 0.32 |
| ESCORT | | 15 | 25:12 | 6:48 | 25:59 | 2.39 |
| FIRE CALL | | 7 | 1:00 | 1:27 | 15:39 | 1.11 |
| FOLLOW UP INVESTIGATION | | 55 | 0:32 | 0:01 | 26:54 | 8.76 |
| FOUND PROPERTY | | 9 | 13:58 | 21:58 | 3:52 | 1.43 |
| FRAUD | | 1 | 4:24 | 0:03 | 73:14 | 0.16 |
| HARASSMENT | | 6 | 16:52 | 2:58 | 18:11 | 0.96 |
| HOTLINE CALL | | 2 | 1:26 | 1:26 | 30:40 | 0.32 |
| INFORMATION | | 7 | 1:02 | 4:00 | 23:24 | 1.11 |
| INTOXICATED DRIVER | | 7 | 0:55 | 4:15 | 13:11 | 1.11 |
| INTOXICATED PEDESTRIAN | | 1 | | 0:00 | 23:27 | 0.16 |
| JUVENILE PROBLEM | | 3 | 2:53 | 3:18 | 7:39 | 0.48 |
| LEAVE WITHOUT PAY | | 6 | 3:20 | 8:54 | 7:56 | 0.96 |
| LIFT ASSIST | | 8 | 1:13 | 2:19 | 13:45 | 1.27 |
| LOST/STOLEN PROPERTY | | 1 | 0:39 | 0:02 | 1:43 | 0.16 |
| MISC ADMIN DUTY | | 40 | 3:00 | 2:19 | 54:48 | 6.37 |
| MISC HAZARD | | 4 | 14:20 | 10:56 | 25:45 | 0.64 |
| MISC OFFENSE | | 2 | 1:58 | 2:42 | 14:15 | 0.32 |
| MISSING PERSON | | 1 | 1:31 | | | 0.16 |

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By: All Categories

Date Range: From 08/01/2022 00:00 to 08/31/2022 23:59

Precinct/Sector/Geo/Ward: All Precincts, Sectors, ESZs, Geos, Wards

| Category | SubCategory | #Incidents | Average Stacked Time | Average Response Time | Average On Scene Time | % of Total Incidents |
|--------------------------|-----------------|------------|----------------------------|-----------------------------|-----------------------------|-------------------------|
| NUISANCE VIOLATION | | 1 | | 0:00 | 6:10 | 0.16 |
| OPEN DOOR | | 2 | 0:40 | 0:00 | 10:55 | 0.32 |
| PANHANDLING | | 1 | 1:17 | 3:02 | 1:35 | 0.16 |
| PARKING COMPLAINT | | 1 | 1:28 | 2:56 | 23:38 | 0.16 |
| PATIENT TRANSFER | | 1 | 3:54 | 0:07 | 416:32 | 0.16 |
| PEACE DISTURBANCE | | 4 | 91:39 | 3:00 | 2:35 | 0.64 |
| PEDESTRIAN CHECK | | 2 | 1:00 | 0:25 | 0:46 | 0.32 |
| POWER OUTAGE | | 7 | 3:04 | 8:58 | 28:01 | 1.11 |
| PRISONER TRANSPORT | | 1 | 1:30 | | | 0.16 |
| PROPERTY DAMAGE | | 3 | 1:55 | 2:53 | 30:41 | 0.48 |
| PROWLER | | 2 | 1:40 | 1:26 | 2:55 | 0.32 |
| PURSUIT | VEHICLE | 1 | | | | 0.16 |
| RAPE | | 1 | 2:48 | 0:03 | 4:39 | 0.16 |
| SHOPLIFTER | | 2 | 5:20 | 1:04 | 21:52 | 0.32 |
| STEALING | IN PROGRESS | 1 | 2:23 | 0:15 | 2:01 | 0.16 |
| STEALING | NOT IN PROGRESS | 15 | 1:49 | 12:03 | 8:40 | 2.39 |
| STREET DEPT CALL OUT | | 1 | 79:46 | | | 0.16 |
| SUICIDAL PERSON | | 5 | 1:31 | 1:43 | 17:59 | 0.80 |
| SUSPICIOUS CIRCUMSTANCES | | 13 | 5:29 | 3:05 | 5:26 | 2.07 |
| SUSPICIOUS SUBJECT | | 12 | 2:39 | 2:09 | 15:17 | 1.91 |
| SUSPICIOUS VEHICLE | | 4 | 3:56 | 0:38 | 3:34 | 0.64 |
| TRAFFIC COMPLAINT | | 3 | 33:37 | 0:00 | 2:24 | 0.48 |
| TRAFFIC STOP | | 88 | 0:45 | 0:01 | 8:28 | 14.01 |
| TRAINING | | 6 | 1:08 | 1:06 | 101:19 | 0.96 |
| TRESPASSING | | 6 | 1:38 | 6:46 | 14:06 | 0.96 |
| UCR | | 5 | 78:12 | 21:29 | 1:34 | 0.80 |
| WALK - IN | | 4 | 1:32 | 1:04 | 21:12 | 0.64 |
| WALK THROUGH | | 17 | 0:09 | 0:00 | 11:04 | 2.71 |
| WARRANT ATTEMPT | | 10 | 2:47 | 0:28 | 19:43 | 1.59 |
| WATER SEWER PROBLEM | | 10 | 5:22 | 5:14 | 39:00 | 1.59 |

Total Incidents For Date Range **628**

Average Stacked Time **5:44** min : sec

Average Response Time **2:45** min : sec

Average On Scene Time **19:10** min : sec

Staff Summary Report

| | |
|----------------------|---|
| MEETING DATE: | September 15, 2022 |
| AGENDA ITEM: | Item VII Reading of Bills and Resolutions |
| AGENDA TITLE: | Bill No. 3519-Power Supply and Administration Agreement |

| | |
|-----------------------------|---|
| ACTION REQUESTED BY: | Sally Burbridge, Temporary City Administrator |
| ACTION REQUESTED: | Approve Agreement with Mayor's Signature |
| SUMMARY BY: | Sally Burbridge |

PROJECT DESCRIPTION / FACTS

The Mid-Missouri Municipal Power Energy Pool (MMMPEP) was formed in 2013 with 12 original cities participating, one additional city was added in 2018. At that time, Show Me Power had given notice that it would terminate its long-term wholesale power contracts with the municipalities; this left several cities in the area looking for a process through which they might purchase power from the grid without simply doing stand-alone purchases for very small amounts of electricity, respectively, which would result in much higher pricing of that power.

While we have seen fluctuations in the cost of electric power in recent years, this co-operative approach to power purchasing has served the Salem Community well. The City of Winona originally chose not to join MMMPEP and remained purchasing power through Show Me Power. Estimates prepared for Winona show that had they been a member of MMMPEP for the FY 21-22, they would have saved \$350,000 on the purchase of electricity for their 1-2 MW peak system. A very rough calculation based upon Salem's peak of almost 13 for the FY 21-22 shows electrical purchase costs could have been as much as an additional \$4.5M.

With this contract there is the addition of Winona bringing total membership to 14. One of the key points for bringing forward a new contract is to allow MMMPEP to purchase ownership shares in generation and transmission of electrical power as opportunities arise that may be beneficial to the pool. Purchase of ownership shares requires a longer-term commitment than purchase of power from the grid, but also provides the opportunities for lower long-term costs of power as opposed to wholesale purchase.

Approved changes to the contract since your last review:

Increased notice time in section 2.3 b) from 60 to 90 days:

- (b) MEC may cancel this Agreement upon no less than ~~sixty-ninety~~ ~~(6090)~~ days written notice with respect to a particular City who fails to maintain MEC membership.

Updated use of "necessary" in section 4.5 to add clarity.

MEC shall arrange for transmission service on the ~~necessary~~ Transmission Provider systems, and ~~necessary~~ ancillary services, as necessary to support delivery of energy to the Cities at their Points of Delivery.

Added reasonable notice provisions. Please note, this language was in the contract in two places, so we deleted from 5.17 and made the redline below to 19.1.

5.17 Each City shall permit duly authorized representatives and employees of MEC to enter upon its premises upon reasonable notice for the purpose of reading or checking meters, inspecting, testing, repairing, renewing, or exchanging any equipment owned by MEC located on such premises, or for the purpose of performing any other work necessary in the performance of this Agreement. Each City shall have a similar right of access upon reasonable notice with respect to MEC's premises.

- On 8/25 the MMMPEP Committee, consisting of a representative from each member city, voted to approve revised contract language
- The intent of the revisions is to transition from a fixed 10-year term full-requirements power supply contract to a long-term contract, allowing for more diversity and flexibility in power supply
- Now each city needs to individually ratify the contract; each council/board votes to approve their representative's signature
- Once all member cities have executed, the Missouri Electric Commission will vote to approve signature from their representative in October
- The new contract will replace the current contract on Jan 1, 2023

PROCUREMENT

This is the re-negotiation of an existing contract.

FISCAL IMPACTS

This contract continues the purchase of electrical power for the City through MMMPEP and is budgeted.

SUPPORT DOCUMENTS: Power Supply Administration Agreement

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Power Supply and Administration Agreement

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR OF THE CITY OF SALEM, MISSOURI, ON BEHALF OF SAID CITY TO ENTER INTO A POWER SUPPLY AND ADMINISTRATION AGREEMENT AMONG MISSOURI JOINT MUNICIPAL ELECTRIC UTILITY COMMISSION DBA MISSOURI ELECTRIC COMMISSION AND THE CITY AS A MEMBER OF THE MID-MISSOURI MUNICIPAL POWER ENERGY POOL.

WHEREAS, the Board of Aldermen of the City of Salem, Missouri ("City"), has determined that it is in the best interests of the City to enter into a Power Supply and Administration Agreement among the Missouri Joint Municipal Electric Utility Commission DBA Missouri Electric Commission ("MEC") and the City, as a Member of the Mid-Missouri Municipal Power Energy Pool ("MMMPEP"), in the form attached hereto as Exhibit "A", for the reasons and for the purposes more particularly set forth in the recitals at the beginning of said Agreement.

BE IT **ORDAINED** by the Board of Aldermen of the City of Salem, Missouri, as follows:

Section 1: The City of Salem, Missouri, is authorized to enter into a Power Supply and Administration Agreement among the Missouri Electric Commission and the City as a Member of the Mid-Missouri Municipal Power Energy Pool, along with other Member cities. A copy of the Agreement is attached hereto as Exhibit "A".

Section 2: The Mayor of the City of Salem, Missouri, is authorized to execute the said Agreement and Contract on behalf of the City.

Section 3: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, THIS 15TH DAY OF SEPTEMBER 2022.

Greg Parker
Mayor

Attest:

Tammy Koller
City Clerk

Approved as to Form

James Weber
City Attorney

EXHIBIT A

Power Supply and Administration Agreement

among

Missouri Joint Municipal Electric Utility Commission

and

Members of the Mid-Missouri Municipal Power Energy Pool

This Power Supply and Administration Agreement (“Agreement”) is made this 1st day of January, 2023 (the “Effective Date”), by and among Missouri Joint Municipal Electric Utility Commission, d/b/a Missouri Electric Commission (“MEC”), a body public and corporate of the State of Missouri and the MEC member Cities that are signatories to this Agreement and listed in Exhibit A.

WITNESSETH:

WHEREAS, MEC is a joint municipal utility commission formed and operated in accordance with Sections 393.700 to 393.770 of the Revised Statutes of the state of Missouri (“RSMo”); and

WHEREAS, MEC was formed for the purpose of procuring electric energy and capacity and transmission service for the benefit of, and pursuant to the governance and direction of, MEC’s members; and

WHEREAS, each City is a Missouri municipality and a member of MEC; and

WHEREAS, the objectives of this Agreement are, through joint planning, central dispatching, joint power purchases, and effective coordination with other power pools and utilities:

- a. To provide the means for an adequate full-requirements power supply for the Cities in conformance with proper standards of reliability and safety;
- b. To provide the means for optimal use of generation and transmission facilities resulting in the efficient use of resources;
- c. To attain maximum practicable economy to the Cities, including seeking economies of scale achievable only through group action, and when requested by the MMMPEP Committee and approved by MEC’s Board of Directors, MEC’s long-term commitment to participation in projects on behalf of the MMMPEP Committee, consistent with proper standards of reliability and safety, and to provide for equitable sharing of the resulting benefits, risks and costs; and

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE: DEFINITIONS

1.1 Agreement shall mean this Power Supply and Administration Agreement among the Cities and MEC.

1.2 Balancing Authority shall mean the responsible entity, recognized by NERC, that integrates resource plans ahead of time, maintains load-interchange-generation balance within a particular area, and supports interconnection frequency in real time.

1.3 Board of Directors shall mean the Board of Directors of MEC as provided for in the Joint Contract and Bylaws.

1.4 Business Day shall mean any weekday (*i.e.*, other than Saturday or Sunday) that is not a holiday observed by banks in the State of Missouri.

1.5 Bylaws shall mean the bylaws of MEC approved by the Board of Directors as they may be amended by it from time to time.

1.6 Cancellation occurs when a Party or Parties put an end to the Agreement for breach by another Party or Parties.

1.7 Central Prevailing Time, or CPT, shall mean Central Daylight Savings Time or Central Standard Time, as then being observed in Missouri.

1.8 City shall mean a MEC member that has executed this Agreement, either as an original party or by joinder in the form of Exhibit F, and that is named in Exhibit A.

1.9 City's Percentage shall mean, for each City, its contribution to the most recent aggregate annual coincident peak of the Cities, subject to adjustment pursuant to Article Ten.

1.10 Demand shall have the meaning assigned to it in Section 14.4(a).

1.11 Direct Costs shall mean all costs MEC incurs in connection with acquiring, providing, arranging or financing the provision of Full Requirements Service hereunder, including without limitation all payments MEC is required to make (including reserves and debt service coverages MEC is required to maintain pursuant to any bond indenture, financing lease or loan-agreement) under contractual and/or financial commitments and obligations entered into by MEC in order to procure, deliver, or finance resources intended to provide Full Requirements Service, without regard to whether any particular

resource is available to or used by any particular City. Direct Costs shall include all delivery-related costs incurred under transmission agreements and/or under FERC-approved transmission tariffs, to the extent such costs are associated with MEC's provision of Full Requirements Services hereunder; such costs shall include, without limitation, costs of transmission service and/or acquiring transmission facilities, ancillary services, service provided over distribution facilities, transmission and distribution losses, financial transmission rights, administrative charges and/or congestion management charges assessed by transmission providers, and costs incurred by MEC in centralized energy markets, as all such relate to the provision of Full Requirements Services for MMMPEP. Direct Costs shall also include amounts required to fund MMMPEP capital and/or operating reserves as established from time to time by the MMMPEP Committee and included in annual budgets approved by MEC.

1.12 Effective Date shall mean the date set forth in the preamble.

1.13 Event of Default shall have the meaning assigned to it in Section 15.

1.14 FERC shall mean the Federal Energy Regulatory Commission or its successor.

1.15 Force Majeure shall mean causes beyond the control of the Party affected, which such Party could not reasonably have been expected to avoid by exercise of due diligence and foresight in accordance with Good Utility Practice, including, but not limited to, storm, flood, lightning, earthquake, fire, explosion, damage to facilities upon which performance is dependent, failure of manufacturers to make scheduled deliveries of equipment, act of the public enemy, sabotage, civil disturbance, labor disturbance, strike, impact of war or mobilization, national emergency, pandemic, law, regulation, restraint or order by court or by public authority.

1.16 Full Requirements Service shall mean the capacity and energy and related products sold by MEC and purchased by each City hereunder, as described in Section 3.1.

1.17 Good Utility Practice shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be an acceptable practice, method, or act generally accepted in the region, consistent with applicable legislation, rules, regulations, and safety standards.

1.18 Governmental Authority shall mean any applicable federal, state, county or other government, quasi-government or regulatory authority, agency, board, body, commission, instrumentality, court or tribunal, or any political subdivision of any thereof.

For the avoidance of doubt, NERC and its regional entities shall be deemed Governmental Authorities for purposes hereof.

1.19 Joint Contract shall mean that contract dated as of May 1, 1979 and amended from time to time, by and among municipalities of the State of Missouri, which established MEC to serve its members through joint action.

1.20 Late Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the sum of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily.

1.21 MEC is the fictitious trade name of the Missouri Joint Municipal Electric Utility Commission, created by all MEC members through the Joint Contract as a separate governmental entity for various reasons and purposes including those named in the Recitals, and for all reasons as allowed in the Joint Contract and the Joint Municipal Utility Commission Act of Missouri.

1.22 MMMPEP shall mean the Mid-Missouri Municipal Power Energy Pool.

1.23 MMMPEP Committee shall mean the committee established pursuant to Article Eleven of this Agreement.

1.24 NERC shall mean the North American Electric Reliability Corporation.

1.25 Party shall mean MEC or a City; Parties shall mean two or more of MEC and/or the Cities, or MEC and all of the Cities, as the context requires.

1.26 Payment Default shall have the meaning assigned in Section 15.1(a).

1.27 Person shall mean an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, an unincorporated organization or any government or political subdivision thereof.

1.28 Point(s) of Delivery shall mean the point(s) for each City where the City agrees to receive its energy, and MEC agrees to deliver that energy. The specific Point(s) of Delivery for each City are shown on Exhibit A.

1.29 Projected Peak Load shall mean a reasonable estimate of a City’s greatest rate of need for electricity taking into account prior years’ actual peaks, expected changes in customer usage, and anticipated conditions, in accordance with Good Utility Practice.

1.30 PURPA shall mean the Public Utility Regulatory Policies Act of 1978, as amended.

1.31 Replacement Cost means the actual cost incurred by a City, acting in a commercially reasonable manner, for the purchase of energy delivered at the Point of Delivery as a replacement for any Full Requirements Service not delivered by MEC where such non-delivery is unexcused, plus costs reasonably incurred by the City in purchasing such substitute product; provided, however, in no event shall the Replacement Cost include any penalties, ratcheted demand or similar charges.

1.32 Resource Obligations shall mean MEC's financial, power-supply, fuel-supply, delivery-related and other obligations related to long-term resources which were entered into by MEC for the benefit of the MMMPEP Committee and the Cities, including long-term contracts, financial transmission rights, and owned generating or transmission facilities. To qualify as a Resource Obligation under this Agreement, MEC's financial, power-supply, fuel-supply delivery-related and/or other obligations in connection with a resource must (a) be for an initial period of two years or longer, and (b) not be subject to automatic reduction or abatement commensurate with loss of Cities. Resource Obligations shall include all capitalized equipment and software acquired by MEC in connection with the provision of Full Requirements Services hereunder for which MEC will recover costs over a period of more than five years, and all related contracts entered into for a period of more than five years.

1.33 Sale Agreement shall mean an agreement between MEC and any purchaser of wholesale capacity, energy, and/or ancillary services which is used by MEC to dispose of energy and/or capacity that was committed under a Supply Agreement but is determined to be excess to the resources needed to provide Full Requirements Service to the Cities hereunder for some period pursuant to Section 4.4. For the avoidance of doubt, "Sale Agreement" shall include a transaction that is not the subject of a bilateral contract but is undertaken by MEC pursuant to Section 4.4 as a market participant pursuant to the terms of a tariff providing for centralized markets, auctions, or the like for day-ahead energy, real-time energy, capacity, and/or ancillary services, or a transaction with another pool administered by MEC.

1.34 Supply Agreement shall mean an agreement between MEC and any supplier of wholesale capacity, energy, and/or ancillary services which is used by MEC to provide Full Requirements Service to some or all of the Cities hereunder. For the avoidance of doubt, "Supply Agreement" shall include a transaction that is not the subject of a bilateral contract but is undertaken by MEC (in support of its provision of Full Requirements Service to the Cities) as a market participant pursuant to the terms of a tariff providing for centralized markets, auctions, or the like for day-ahead energy, real-time energy, capacity, and/or ancillary services, or a transaction with another pool administered by MEC.

1.35 Term shall mean the period in which this Agreement is in effect as set forth in Article Two.

1.36 Termination occurs when a Party or Parties, pursuant to a power created by agreement or law, puts an end to the Agreement other than for its breach.

1.37 Transfer shall have the meaning assigned to it in Section 13.1.

1.38 Transferee shall mean a Person to whom a Transfer is permitted and to whom a Transfer is made or proposed to be made, pursuant to Article Thirteen.

1.39 Transferor shall mean a Party making or proposing to make a Transfer to another Person pursuant to Article Thirteen.

1.40 Transmission Provider shall mean any owner or operator of transmission facilities over which capacity and energy are to be transmitted for the purposes contemplated in this Agreement.

1.41 Transmission Service Agreement shall mean any contract entered into by MEC to obtain transmission service from a Transmission Provider for purposes of delivering capacity and energy under this Agreement.

1.42 True-Up Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) and (b) the maximum rate permitted by applicable law. In applying the True-Up Interest Rate, interest shall be compounded daily.

ARTICLE TWO: TERM

2.1 Commencement of Term. This Agreement shall be effective and binding as of the applicable Effective Date.

2.2 Commencement of Full Requirements Service. The Agreement shall commence (i) for each City that is an original signatory to this Agreement, at the hour ending 0100 CPT on January 1, 2023, and (ii) for each City that subsequently becomes a Party hereto at the hour ending 0100 CPT on the date set forth for such City in its joinder per Exhibit F.

2.3 Termination/Cancellation. This Agreement will continue in effect until terminated or canceled as follows by MEC, or by all Cities:

(a) The Cities may terminate this Agreement as to its participation upon no less than five (5) years’ written notice given after execution of this Agreement.

(b) MEC may cancel this Agreement upon no less than ninety (90) days written notice with respect to a particular City who fails to maintain MEC membership.

(c) The Cities or MEC may cancel this Agreement upon the occurrence of an Event of Default by a City or by MEC pursuant to Section 15.1 of this Agreement.

2.4 Termination of Prior Agreements. This Agreement constitutes the entire agreement between the parties and terminates and supersedes any and all prior agreements and understandings (whether written or oral) between the parties with respect to the subject matter of this Agreement.

ARTICLE THREE: FULL REQUIREMENTS SERVICE

3.1 During the Agreement, MEC shall provide, and each City shall take and pay for, Full Requirements Service. For each City, Full Requirements Service consists of (a) all capacity and energy needed by the City to supply all of the electrical needs of its retail customers and any internal use by the City (except as expressly provided in Sections 5.2 and 6.2), including transmission and distribution losses, (b) any transmission and ancillary services needed to deliver such capacity and energy to the Transmission Provider, and (c) service over transmission and distribution facilities and related ancillary services, necessary for delivery of energy to the City at the Point(s) of Delivery. All electric energy delivered under this Agreement shall be of the character commonly known as three-phase, sixty-cycle energy and shall be delivered by MEC at the nominal voltage(s) at the Point(s) of Delivery to the City.

3.2 MEC shall have no obligation to provide any service the City may require on the distribution side of the Point(s) of Delivery for the City.

3.3 MEC and the Cities agree that MEC shall continue operating under the Joint PURPA Implementation Plan, as approved in FERC Docket EL18-132-000, and attached as Exhibit O to this Agreement.

ARTICLE FOUR: MEC'S OBLIGATIONS

4.1 The MEC Board of Directors hereby authorizes the President and CEO, and that person's designees to carry out MEC's responsibilities as set forth in this Agreement.

4.2 MEC shall, from time to time in accordance with Good Utility Practice (which may include spot purchases), enter into other Supply Agreements to obtain such additional products (including but not limited to capacity, peaking energy, and/or baseload and intermediate Supply Agreements for later periods of the Agreement) as are necessary to enable MEC to provide Full Requirements Service throughout the Agreement. Some of these Supply Agreements may be entered into prior to the commencement of the Agreement, although certain Supply Agreements will not be entered into until after the Agreement has started. To the extent reasonably practicable given limits on a seller's willingness to hold open an offer, MEC shall seek the approval of the MMMPEP Committee for Supply Agreements with a duration of one year or longer.

4.3 During the Agreement, MEC shall use commercially reasonable efforts to obtain replacement products to avoid or mitigate the effects of any interruptions or curtailments of service under Supply Agreements or Transmission Service Agreements.

4.4 During the Agreement, MEC shall use commercially reasonable efforts to enter into Sale Agreements to dispose of excess energy and/or capacity committed under Supply Agreements for such periods in which Cities' aggregate load is expected to be less than such committed energy and/or capacity. MEC shall credit all revenues from such sales to the Cities, thereby mitigating the effects of excess supply. However, Cities shall be responsible for all costs incurred by MEC in connection with making such sales and shall remain responsible for all costs under the Supply Agreements (including any penalties or damages for failure to receive) to the extent such costs exceed net revenues from MEC's sales. Any proposed Sale Agreement with a duration of one year or longer shall be subject to the approval of the MMMPEP Committee.

4.5 MEC shall arrange for transmission service on the Transmission Provider systems and ancillary services, as necessary to support delivery of energy to the Cities at their Points of Delivery.

4.6 During the Agreement, MEC shall provide day-to-day energy management services such as scheduling and tagging of energy deliveries under the Supply Agreements, and administrative services such as support to the MMMPEP Committee, review and payment of invoices under Supply Agreements and Transmission Service Agreements, and invoicing and receiving payments from the Cities for Full Requirements Service. MEC may arrange for certain of these services to be provided by third parties.

4.7 In performing its duties hereunder, MEC shall at all times act in accordance with Good Utility Practice and with the express directions of the MMMPEP Committee (provided, however that MEC shall not be required to follow any such directions that would require MEC to violate Good Utility Practice, applicable requirements of any Governmental Authority, or the terms of any Supply Agreement, Transmission Service Agreement, or applicable tariff).

4.8 In any future Transmission Service Agreement, MEC will seek to include language giving MEC the right to assign its rights and obligations under that agreement to any City upon termination of this Agreement between MEC and the City, consistent with the provisions of Section 25 of the current Transmission Service Agreement between MEC and Transmission Provider.

4.9 Upon termination or conclusion of service under this Agreement to a City, unless MEC will continue to provide wholesale power to the City under a new agreement, (a) MEC shall exercise its right under MEC's Transmission Service Agreement to assign MEC's rights and obligations under the Transmission Service Agreement to such City (or, at the request of the City, to the City's new wholesale supplier), and (b) the City shall accept such assignment (or require its new wholesale supplier to accept such assignment).

ARTICLE FIVE: CITIES' OBLIGATIONS

5.1 Each City shall, throughout the Term, be a member in good standing of the Missouri Association of Municipal Utilities, and a member of MEC (*i.e.*, a signatory to the Joint Contract).

5.2 No City may buy power from any other Person or operate (or allow operation of) any electrical generator(s) for peak shaving on its system during the Agreement. A City may, during the Term, buy power from any other Person or operate (or allow operation of) any electrical generator(s) only in the event of, and only to the extent of, (i) the failure or inability of MEC to deliver power hereunder, (ii) the City's inability to receive deliveries from MEC due to outage conditions on the City's side of the Point of Delivery, (iii) periodic testing of emergency generators to ensure that they will be available to the City when needed, or (iv) a legal requirement to purchase renewable or other power pursuant to (A) a state or federal renewable portfolio standard that imposes greater demands on the City than can be met through the Supply Agreements, (B) Section 386.890, RSMo., or any successor law, (C) PURPA, but only to the extent that FERC has not granted waiver of the City's PURPA purchase obligation as described in Section 3.3, or (D) or any state or federal law that MEC or City is legally obligated to comply with, and no applicable exemption, exception or other process to remove or lessen the burden of compliance. Any City subject to a legal requirement to purchase renewable or other power in excess of 100 kW capacity shall provide as much notice as possible to MEC and the MMMPEP Committee of its expected purchase requirement and shall coordinate with MEC in negotiating arrangements with the proposed seller of the power. A local renewable energy requirement adopted by a City itself shall not qualify as a legal requirement hereunder. A local ordinance that is necessary to carry out state or federal requirements shall not violate this provision. Disclosing the availability of net metering to customers to comply with state or federal law shall not violate this provision.

5.3 Each City shall, in a timely fashion, make all arrangements necessary for any service the City may require on the distribution side of its Point(s) of Delivery. Each such City shall bear all costs of such arrangements, including without limitation any penalties or damages owed as a result of any interruptions or curtailments of distribution service thereunder.

5.4 If any City wishes to make any changes to or to replace its Point(s) of Delivery, or to add an additional Point of Delivery, it may request MEC to seek such changes under the applicable Transmission Service Agreement. The City shall be obligated to pay all costs of such modifications or new Point(s) of Delivery. Once completed, any such changes shall be reflected on a revised Exhibit A. Notwithstanding Section 20.10, such modifications to Exhibit A shall be made by agreement solely as between MEC and the affected City.

5.5 Each City whose load for purposes of this Agreement is measured by metering equipment owned by a Person other than the Transmission Provider, MEC or the City itself shall ensure that such metering equipment is maintained and periodically tested consistent with the requirements set forth in Section 8.2.

5.6 Prior to the commencement of the Agreement, each City shall make the necessary arrangements to enable MEC to receive from Transmission Provider a real-time signal of City's load. To the extent that the necessary metering equipment, phone circuit and remote terminal unit equipment are not already in place to allow transmission of a real-time signal for a given City, that City shall be responsible for the installation of such facilities at its own cost.

5.7 Each City shall develop jointly with MEC a forecast of the City's Projected Peak Load for each year of the Agreement, and shall promptly advise MEC of any known or expected significant change in its load. The Cities acknowledge that MEC will enter into Supply Agreements and Sale Agreements in reliance on such Projected Peak Load forecasts.

5.8 Each City shall promptly advise MEC of any planned changes to its system which may require modifications in any Supply Agreement(s) or Transmission Service Agreement(s), or affect the level or nature of the Full Requirements Service to be provided by MEC hereunder. Without limitation, each City shall coordinate with MEC prior to implementing any proposed demand response or net metering program, and all such programs shall be subject to review by the MMMPEP Committee and the provisions of Section 5.2.

5.9 Each City shall operate and maintain its electric system in good repair in accordance with Good Utility Practice, and shall control voltage and power factor on its system to within tolerances established by the applicable Balancing Authority. No City may operate its system in a manner inconsistent with its own or MEC's obligations for load control and power factor under Transmission Service Agreements, or any other applicable requirements to which MEC or the City is subject. In the event MEC incurs extra costs as a result of a City's failure to operate its system in accordance with these requirements, such extra cost shall be billed to and paid by the City, in accordance with Section 9.1.

5.10 Each City shall establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility, and all other operating expenses of City's electric system. MEC shall, upon request of a City, perform or cause to be performed studies of the City's revenues and potential methods of ensuring the City's ability to satisfy this obligation. If such study is requested and performed, MEC may charge, and the City shall pay, all actual costs incurred in the development and delivery of the study.

5.11 The obligations of each City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by a City pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. No City shall be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. No City may issue any evidence of indebtedness with

a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.

5.12 No City may sell at wholesale any of the electric power and energy delivered to it hereunder to any Person for resale by such Person.

5.13 No City shall sell, lease or otherwise dispose of all or substantially all of its electric system except on ninety (90) days' prior written notice to MEC (which notice shall be provided after obtaining required City voter approval for such disposition) and, in any event, shall not so sell, lease or otherwise dispose of the same unless the following conditions are met: (i) the City shall assign this Agreement and its rights and interest hereunder to the purchaser or lessee of the electric system and such purchaser or lessee shall assume all obligations of the City under this Agreement; (ii) if and to the extent necessary to reflect such assignment and assumption, MEC and such purchaser or lessee shall enter into an agreement supplemental to this Agreement to clarify the terms on which power and energy are to be sold hereunder by MEC to such purchaser or lessee; (iii) the senior debt of such purchaser or lessee shall be rated in one of the four highest whole rating categories by at least one nationally recognized bond rating agency; (iv) MEC shall have received an opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by MEC stating that such sale, lease or other disposition will not adversely jeopardize the tax-exempt status of the interest on any bonds issued by MEC as that status is governed by Section 103(a) of the Internal Revenue Code of 1954, as amended, and the Treasury Regulations or any ruling as promulgated thereunder or as affected by a decision of any court of competent jurisdiction; (v) opinions shall be obtained from counsel for assignee and counsel for MEC that the assignment is permitted under applicable law and is valid and binding on the parties; and (vi) the rates to be paid by the assignee have been approved by applicable regulatory authority(ies). No City may take any action the effect of which would be to prevent, hinder or delay MEC from the timely fulfillment of its obligations under this Agreement, any outstanding bonds or any bond resolution of MEC.

5.14 No City may use or permit to be used any of the power and energy acquired under this Agreement in any manner or for any purpose or take any other action or omit to take any action which would jeopardize the tax-exempt status of the interest on any bonds issued by MEC as that status is governed by Section 103(a) of the Internal Revenue Code of 1954, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction.

5.15 Nothing herein shall limit any City's present or future right to issue bonds, notes or other evidences of indebtedness or incur lease obligations which are payable on a parity with operating expenses or payable from revenues after payment of operating expenses; provided, however, no City may issue bonds, notes or other evidences of indebtedness or incur lease obligations which are payable from the revenues derived from its electric system superior to the payment of the operating expenses of its electric system.

5.16 The Parties recognize that some or all of the Supply Agreements, and information obtained by MEC thereunder and provided to the Cities hereunder either orally or in writing, will be deemed confidential and subject to certain restrictions pursuant to the Supply Agreements. Each City shall abide by all such restrictions on the use of confidential information it obtains hereunder. The Parties recognize that any confidentiality restrictions hereunder must be consistent with applicable open-meeting laws.

5.17 Each City grants to MEC permission to install, maintain and operate, or cause to be installed, maintained and operated, on the City's premises, the necessary equipment, apparatus and devices required for the performance of this Agreement. Any and all equipment, apparatus, devices, and facilities, placed or installed, or caused to be placed or installed, by MEC on or in the premises of a City shall be and remain the personal property of MEC, regardless of the mode or manner of annexation or attachment to real property. Upon the termination of the Agreement (unless the City and MEC enter into a new agreement under which MEC will supply the City's energy requirements), (i) MEC shall have the right to enter upon the premises of the City and shall, within one year, remove or be fairly compensated, and (ii) if such equipment, apparatus, devices or facilities are not removed within one year, they become the property of the City.

5.18 Each City shall cooperate with MEC and keep accurate records and accounts.

5.19 Each City, upon request by MEC, shall name MEC as its Aggregator of Retail Customers ("ARC") for participation in any demand response programs, either as administered by a regional transmission organization, or any other market. No City shall name any third party as, or allow any third party to act as, an ARC for the City's customers. Upon request by a majority of the Cities, MEC shall develop a demand response program(s) for the MMMPEP Cities, with such costs and benefits residing with the MMMPEP Cities.

ARTICLE SIX: FORCE MAJEURE; FAILURE TO DELIVER OR RECEIVE

6.1 No Party shall be considered to be in breach or default in respect of any obligation hereunder, other than making a payment when due, if unable to fulfill such obligation by reason of Force Majeure. Any Party unable to fulfill any obligation by reason of Force Majeure shall exercise due diligence to remove such disability with reasonable dispatch.

6.2 Full Requirements Service under this Agreement shall be furnished by MEC and received by each City continuously except for interruptions or curtailments in service caused by (i) Force Majeure, (ii) MEC's inability to provide replacement service in the event of interruption or curtailment of service by a seller under a Supply Agreement despite MEC's commercially reasonable efforts under Section 4.3, (iii) operation of devices installed for system protection, (iv) the necessary installation, maintenance, repair and replacement of equipment, (v) exercise by any Transmission Provider of any interruption or curtailment authority under any applicable Transmission Service

Agreement, or (vi) exercise by any distribution service provider of any interruption or curtailment authority under any applicable distribution service agreement with a City. Interruptions or reductions in service resulting from any of the causes listed in (i) through (vi) above shall not constitute a breach of this Agreement, and no Party shall be liable to any other Party for damages resulting therefrom. Except in case of an emergency, and to the extent such matters are within the knowledge and/or control of a Party, each Party shall give the other reasonable advance written notice of the temporary interruptions or curtailments in service necessary for such installation, maintenance, repair and replacement of equipment, and shall schedule such interruptions or curtailments so as to cause the least inconvenience to the Parties hereto.

6.3 If MEC fails to deliver Full Requirements Service to a City, the affected City shall nonetheless make payment to MEC for service hereunder based on its full metered load (grossed up for applicable transmission and distribution losses), provided, however, that if MEC's failure is not excused pursuant to Section 6.2, MEC shall pay or credit to the affected City an amount equal to its Replacement Cost on the next invoice following receipt of documentation from the affected City reasonably supporting the calculation of the Replacement Cost for each hour in which MEC had an unexcused failure to deliver Full Requirements Service. Such Replacement Cost payments will be included in MEC's costs of providing Full Requirements Service to be paid by all Cities.

6.4 If a City fails to receive Full Requirements Service for any reason (other than as expressly permitted pursuant to Sections 5.2 and 6.2), it shall nonetheless be obligated to make payment to MEC hereunder based on its full metered load (grossed up for applicable transmission and distribution losses) as though it had received such Full Requirements Service.

ARTICLE SEVEN: TITLE, WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

7.1 Title to Full Requirements Service shall pass from MEC to each City at its Point(s) of Delivery. As between MEC and each City, (i) MEC shall be deemed to be in exclusive control of the Full Requirements Service from the point of generation to the Point(s) of Delivery, and (ii) the City shall be deemed to be in exclusive control of the Full Requirements Service at and from the Point(s) of Delivery.

7.2 MEC warrants title to all Full Requirements Service delivered hereunder, and sells such Full Requirements Service to Cities free from liens and adverse claims, to the Point(s) of Delivery. **THIS IS MEC'S ONLY WARRANTY CONCERNING THE FULL REQUIREMENTS SERVICE PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. MEC DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CITIES (EXCEPT AS SET FORTH HEREIN) BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF**

SERVICE. NO PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY ANY OTHER PARTY.

ARTICLE EIGHT: METERING

8.1 All capacity and energy delivered by MEC hereunder shall be metered at the Point(s) of Delivery to each City. Subject to any requirements to which MEC and/or the City(ies) are subject under any applicable Transmission Service Agreement or generally applicable rules or regulations, metering and communications equipment, which may include but is not limited to hardware and software, shall be installed that will determine:

- (a) kilowatt-hours delivered to the City;
- (b) the kilowatt demand at the metering point provided by 30-minute interval recording demand type meters; and
- (c) kilovolt-ampere-hours reactive delivered to the City.

The metering and communications equipment shall provide sufficient information in a manner suitable for use in scheduling, dispatching, billing, forecasting and planning. If Good Utility Practice necessitates changes to the aforesaid equipment, such changes shall be made. Each City shall reimburse MEC any costs it incurs for equipment for City's Point(s) of Delivery.

8.2 All metering equipment owned by the Transmission Provider that is used to measure the provision of Full Requirements Service hereunder shall be maintained and tested in accordance with the provisions of the Transmission Service Agreement between MEC and the Transmission Provider. If MEC or any City owns metering equipment used to measure the provision of Full Requirements Service hereunder, such equipment shall be maintained by the owner thereof. The Party owning such meters shall make periodic tests and inspections of its meters at its own expense at intervals not greater than one year and shall advise the other Party (MEC or the City at whose Point of Delivery the meter is located, as the case might be) when tests are to be made so that the other Party may witness such tests if it desires. The Party conducting the test shall promptly forward the results of any test showing inaccuracy of more than two percent (2%) to the other Party. Following any meter test, the meter shall be left as close to 100% accurate as possible. Each Party will make additional tests of its meters at the request of the other Party, but the expense of such test will be borne by the Party requesting such test if the meter is found to be within two percent (2%) of accuracy. If any test shows that a meter is inaccurate by more than two percent (2%), the meter shall be calibrated, and a correction shall be made from the date reasonably determined to be the date at which the inaccuracy began. If that date cannot be reasonably determined, then the correction shall apply to the last half of the period since the latest test, but not more than six months preceding the

test that reveals the inaccuracy. In the event that any metering equipment used to measure the provision of Full Requirements Service hereunder is owned by a distribution cooperative that provides service from the Point(s) of Delivery to a given City, the City shall ensure that its agreement with the distribution cooperative provides for maintenance and testing of the metering equipment in a manner as consistent as possible with the standards set forth in this Section 8.2.

ARTICLE NINE: COST RESPONSIBILITY

9.1 Rates established by the MMMPEP Committee to the MMMPEP members shall include recovery of MEC's Direct Costs. Rates shall be established so as to charge each MMMPEP member its proportionate share of all Direct Costs associated with MEC's performance under the Agreement. Charges based on such rates shall be assessed and billed monthly and each MMMPEP member shall pay such charges as provided in Article Ten. Rates shall be reviewed at least annually and shall be adjusted to recognize variances between budgeted and actual costs no less frequently than six-month intervals. In the event that the MMMPEP Committee fails to establish rates in accordance with this Article Nine, MEC may establish rates as deemed necessary to prevent an event of default under any bond indenture, lease or loan agreement.

9.2 In addition to the charges set forth in Section 9.1, MEC will include in a City's monthly invoices any extraordinary costs that the City causes MEC to incur in connection with MEC's performance under this Agreement. MEC shall provide appropriate documentation to support any such charges if requested by the City.

9.3 The Cities acknowledge that the Direct Costs under the Supply Agreements and Transmission Service Agreements and other Direct Costs incurred by MEC in providing Full Requirements Service hereunder will vary from estimated costs provided by MEC to the Cities both prior to and after execution of this Agreement, and that MEC's provision of such estimates to the Cities shall not limit any City's obligation hereunder to pay its share of the Direct Costs.

ARTICLE TEN: BILLING AND PAYMENTS

10.1 Each City shall pay its City's Percentage share of all Direct Costs, as and when incurred by MEC, in connection with arrangements to pseudo-tie the Cities' loads to the system of another Balancing Authority if such arrangements are necessary for the provision of ancillary services.

10.2 Charges for Full Requirements Service will be billed to each City each calendar month during the Agreement, based on MEC's projected costs (including budgeted administrative costs) and the City's projected usage reasonably expected for that month. MEC shall prepare and render such monthly invoices using the most current information available. MEC shall provide each monthly invoice by e-mail to each City on or before the fifth Business Day of the month.

10.3 Each City shall pay the invoiced amount by the 15th day of the month (provided, however, that no City shall have less than seven (7) Business Days after issuance of the invoice in which to make its payment), via a bank wire transfer or ACH debit to MEC's bank account in accordance with the instructions provided in writing by MEC. Interest shall be payable on all amounts not paid on or before the payment due date, over the actual number of days elapsed from the payment due date to the date such amounts are paid, at the Late Interest Rate.

10.4 MEC shall include with each invoice a true-up statement and adjustment for the invoice two months prior. Each true-up will reconcile amounts invoiced and paid pursuant to cost and usage projections against actual costs and usage. Subsequent invoices may reflect additional true-ups based on adjustments to invoices rendered to (or revenues received by) MEC under the Supply Agreements, Sale Agreements, and/or Transmission Service Agreements, or to reflect budget adjustments or corrections regarding administrative costs. Any overpayments by City shall be credited to City, and any underpayments shall be added to the current invoice.

10.5 If a City disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due with a written protest, submitted at the time of or subsequent to such payment, directed to MEC. Any such protest shall be subject to the limitations set forth in Section 10.7. When any dispute regarding payment is resolved, any refunds due shall be paid (or credited) within ten (10) days thereafter, together with interest at the True-Up Interest Rate, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

10.6 Not more than once a year, the Cities may collectively conduct an audit of (i) records maintained by MEC in connection with this Agreement, and (ii) all costs charged to the Cities hereunder. The costs of such audits shall be borne by the Cities, either directly or through reimbursement to MEC. MEC shall cooperate with one such audit in a given year, by making available documents and other information reasonably requested in connection therewith, during normal business hours.

10.7 No challenge may be raised by a City with respect to the validity of costs incurred by MEC under the Supply Agreements or Transmission Service Agreements (or costs incurred or revenues received by MEC under Sale Agreements) except to the extent that MEC can in turn raise the challenge under the Supply Agreements, Sale Agreements or Transmission Service Agreements, and the resolution of any such challenge under those agreements shall be dispositive as between the Cities and MEC. Challenges relating to administrative costs shall be limited to claims of arithmetic errors.

10.8 If, pursuant to any Supply Agreement or Transmission Service Agreement, MEC receives any refunds (as opposed to credits against its monthly bills, which will simply reduce MEC's costs to be passed through to Cities hereunder), it shall promptly pay to each City an appropriate share of such refunds, based either on the City's energy usage for the applicable period of the refund, if the refunds relate to variable costs, or on the City's Percentage.

10.9 As soon as reasonably practicable following the end of the Agreement (or following termination as to an individual City), MEC shall issue invoices to the Cities as necessary to (i) true up charges previously invoiced and paid and (ii) obtain any necessary reimbursement of MEC's remaining payments under the Supply Agreements and Transmission Service Agreements, Direct Costs, and any other costs incurred by MEC in its performance of this Agreement. If the net amount of any invoice is owed by the City, it shall submit payment within ten (10) Business Days of receipt. If the net amount of any invoice is owed by MEC, it shall make payment at the time it issues the invoice. The Parties' obligations under this Section 10.9 shall survive termination of this Agreement.

ARTICLE ELEVEN: MMMPEP COMMITTEE

11.1 The MMMPEP Committee shall determine policy on matters within the scope of this Agreement.

11.2 Each City shall designate a representative to serve on the MMMPEP Committee and one or more alternates authorized to act in the absence of the designated representative. Each such representative must be an employee or elected official of the City. The appointments to the MMMPEP Committee made by each City shall be identified by written notice to MEC. Each City may replace its representative or alternate(s) to the MMMPEP Committee at any time by written notice to MEC.

11.3 The President and CEO, or their designee shall be MEC's representative to the MMMPEP Committee and shall act as Secretary to the MMMPEP Committee. MEC's representative shall not have a vote.

11.4 Authorized representatives or alternates present from a majority of the Cities at a duly noticed or regularly scheduled meeting of the MMMPEP Committee shall constitute a quorum.

11.5 Each City shall be entitled to one vote of equal weight through its representative or alternate in any vote of the MMMPEP Committee. A majority vote of all City representatives present will authorize any action or determination by the MMMPEP Committee. An action of the MMMPEP Committee shall be by a vote on a motion that has been seconded. The maker of the motion and of the second shall not be representatives of the same City.

11.6 The MMMPEP Committee shall select from its members a chair and vice chair who will each serve for such term as is designated by the MMMPEP Committee. Upon a vacancy or expiration of a term, the MMMPEP Committee shall select replacements.

11.7 The MMMPEP Committee shall meet at least annually and at such times as the chair may determine or as requested by three or more MMMPEP Committee representatives. The frequency of regular meetings may be revised from time to time by the MMMPEP Committee.

11.8 The MMMPEP Committee shall be the approving body for all exhibits added, modified, or deleted in this Agreement, except as otherwise provided in the exhibits.

ARTICLE TWELVE: LIABILITY AND INDEMNIFICATION

12.1 Each City expressly agrees, to the fullest extent permitted by Missouri law, and without waiving any of its rights under the doctrine of sovereign immunity as to the claims of third parties, to indemnify, hold harmless and defend MEC against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of MEC's role as provider of Full Requirements Service hereunder, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of MEC or its employees acting within the course and scope of their employment.

12.2 To the fullest extent permitted by law, no Party shall be liable to any other Party for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

ARTICLE THIRTEEN: ASSIGNMENT

13.1 Except as otherwise provided in this Article Thirteen, no Party may sell, lease, assign, transfer, convey or otherwise dispose of in any manner, directly or indirectly (collectively, "Transfer") all or any part of its rights, obligations, benefits, advantages, titles and interest in this Agreement, and any such Transfer in contravention of this Article Thirteen shall be null and void *ab initio*.

13.2 MEC shall Transfer its entire interest in this Agreement to any affiliate or other Person that succeeds to substantially all of MEC's business, including the Resource Obligations, Supply Agreements, and Transmission Service Agreements. MEC may also assign its interest in this Agreement to a trustee or other Person in connection with any financing undertaken by MEC. No other Transfer by MEC shall be permitted.

13.3 Each City shall Transfer its entire interest in this Agreement to any Person that acquires substantially all of the City's electric system, by purchase, lease or otherwise, pursuant to Section 13.4. No other Transfer by any City shall be permitted.

13.4 If a Party proposes to Transfer its interest in this Agreement pursuant to Section 13.2 or 13.3 (except where the Transfer is by MEC solely for financing purposes), then no less than 90 days prior to such proposed Transfer, the Transferor shall provide written notice thereof to the other Party. The notice shall identify the proposed Transferee and the date on which the Party proposes to effect the Transfer.

13.5 As a condition precedent to any permitted Transfer hereunder:

- (a) at the time of the Transfer, either (i) the Transferor must not be in default of any of its material obligations under this Agreement or (ii) such default must be cured on or prior to the date of the Transfer; and
- (b) the Transferor shall deliver to the other Party documents satisfactory to it evidencing Transferee's acceptance of the Transfer and assumption of all of the Transferor's obligations under this Agreement.

13.6 Notwithstanding anything in this Article Thirteen, no Transfer of this Agreement will be permitted if it would jeopardize the tax-exempt status of any bonds issued by MEC, or if it would violate the terms of any Supply Agreement or Transmission Service Agreement.

ARTICLE FOURTEEN: DISPUTE RESOLUTION

14.1 If a dispute (including a billing dispute permitted under Sections 10.5 and 10.7) arises between or among two or more of the Parties, arising out of or relating to this Agreement or any breach hereof or default hereunder, then the aggrieved Party(ies) may provide written notice thereof to the other Party(ies), including a detailed description of the subject matter of the dispute.

14.2 Representatives of the Parties involved in the dispute shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under Section 14.1.

14.3 If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the affected Parties may mutually agree, then each Party involved in the dispute shall promptly designate its most senior executive responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

14.4 If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, subject to Section 14.5, be resolved solely and exclusively by binding arbitration. The following arbitration procedures will be used absent agreement of the affected Parties to different procedures for a given arbitration:

- (a) The dispute shall be finally settled by binding arbitration before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, except as modified herein. The Party or Parties seeking relief from one or more other Parties shall prepare and submit a request for arbitration (the "Demand"), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other

Party(ies), the amount in controversy and the requested relief. The Demand shall be accompanied by all relevant supporting documents.

(b) Arbitration shall be held in Columbia, Missouri. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq.

(c) The Party asserting a claim for relief and the Party opposing such relief shall each select one arbitrator within thirty (30) days of the receipt of the Demand, or if such Party to the dispute or claim fails to make such selection within thirty (30) days from the receipt of the Demand, the American Arbitration Association shall make such appointment upon the written request of the other Party(ies). If more than two Parties are involved in the arbitration, all Parties seeking relief shall collectively appoint one arbitrator, and all Parties opposing relief shall collectively appoint one arbitrator. The two arbitrators thus appointed shall select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators fail to agree on a third arbitrator within thirty (30) days of the selection of the second arbitrator, the American Arbitration Association shall make such appointment.

(d) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between such Parties regarding any claims, counterclaims, issues, or accountings presented to the arbitration panel. The arbitration panel shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(e) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

(f) Unless otherwise ordered by the arbitrators, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrators shall have no power to consider or award any form of damages barred by this Agreement, or any other multiple or enhanced damages, whether statutory or common law.

(g) Each Party understands that it will not be able to bring a lawsuit concerning the affected dispute, except as necessary to enforce this Section 14.4 or an arbitration award.

14.5 Notwithstanding anything to the contrary in Section 14.4, the Parties acknowledge and agree that (i) a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority, and (ii) monetary damages may not be an adequate remedy at

law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, a non-defaulting Party shall have the right to seek a court order requiring specific performance by a defaulting Party of such obligations under this Agreement.

ARTICLE FIFTEEN: DEFAULT AND REMEDIES

15.1 It shall constitute an "Event of Default" under this Agreement if any one or more of the following occurs and the corresponding Cure period, if any, shall have expired without Cure:

- (a) A City fails to make any required payment, and such failure continues for a period of 30 days after delivery of notice thereof by MEC.
- (b) A City fails in any material respect to comply with or observe any material covenant, warrant or obligations under this Agreement (except a payment default as described in Section 15.1(a), and except a failure due to causes excused by Force Majeure or attributable to MEC's wrongful act or wrongful failure to act), such failure shall continue for a period of 90 days after delivery of notice by MEC, or, if such failure cannot reasonably be Cured within such 90 day period, such further period as shall reasonably be required to effect such Cure, provided that such City commences within the first 30 days of such 90 day period to effect such Cure and at all times thereafter proceeds diligently to complete such Cure as quickly as possible.
- (c) MEC fails in any material respect to comply with or observe any material covenant, warranty or obligation under this Agreement (except due to causes excused by Force Majeure attributable to a City's wrongful act or wrongful failure to act), and (i) such failure materially adversely affects MEC's ability to furnish to a City the Requirement Services due such City during the term of this Agreement, and (ii) such failure continues for a period of 90 days after delivery of notice by such City, or, if such failure cannot reasonably be Cured within such 90 day period, such further period as shall reasonably be required to effect such Cure, provided that MEC commences within the first 30 days of such 90 day period to effect such Cure and at all times thereafter proceeds diligently to complete such Cure as quickly as possible.
- (d) A Party becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors, or insolvency, reorganization, bankruptcy or receivership proceedings are commenced by or against a Party and such proceedings are not dismissed or stayed within 60 days.

15.2 Upon the occurrence of an Event of Default by a City or by MEC with respect to a particular City, the non-defaulting Party may at its option cancel this Agreement with respect to participation by such City by giving twenty-one (21) days' prior notice thereof (or, in the case of a payment default as described in Section 15.1(a), five (5) days' prior notice thereof) to the defaulting Party.

15.3 Upon cancellation, this Agreement shall be of no further effect and neither Party shall have any further obligation to the other under this Agreement except for the payment of any amounts due for Full Requirements Services provided prior to cancellation, and except as set forth in Section 15.4.

15.4 Notwithstanding cancellation under this Section 2.3, each City shall remain responsible for its allocated share, as set forth in Exhibit M at the time of the notice of cancellation, of all Resource Obligations entered into by MEC on behalf of the MMMPEP Committee for benefit of the Cities prior to the notice of cancellation. After cancellation (i) the City shall continue to pay MEC monthly charges designed to recover the City's allocated share of MEC's Direct Costs associated with each of the Resource Obligations incurred or acquired by MEC prior to the City's cancellation, including reasonable and customary charges relating to the administration of such resources, and (ii) MEC shall utilize or sell the City's allocated share of output in exchange for providing the City a credit or offset equal to the fair market value of such output up to the amount of the obligation.

15.5 For purposes of identifying each City's obligations upon cancellation under Section 2.3, Exhibit M shall be maintained to list, with reference to each City, its allocation of each Resource Obligation. This allocation will be derived by calculating the system peak power requirement of each City as a percentage of the coincident combined peak requirements of all Cities. Exhibit M shall be updated and approved by vote of the MMMPEP Committee upon each change in MMMPEP Committee Membership and upon MEC's commitment to any new Resource Obligation, and no less frequently than once each year. The allocation corresponding to each City as shown on Exhibit M will establish the respective share of potential obligations and entitlements of such City upon cancellation, as described in Section 2.3.

15.6 In the event of cancellation pursuant to Section 2.3, a non-defaulting Party shall have the right to seek remedies at law or in equity or damages for the breach of any term, condition, covenant, warranty or obligation under this Agreement.

ARTICLE SIXTEEN: REPRESENTATIONS AND WARRANTIES

16.1 MEC's Representations. MEC hereby makes the following representations, warranties and covenants to City as of the Effective Date and through the end of the Term:

- (a) MEC is a governmental entity and body public and corporate duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by MEC of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation of MEC, enforceable in accordance with its terms.
- (d) There is no pending, or to the knowledge of MEC, threatened action or proceeding affecting MEC before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, MEC's sole continuing covenant with respect to this Section 16.1(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

16.2 City's Representations. City hereby makes the following representations, warranties and covenants to MEC as of the Effective Date and through the end of the Term:

- (a) City is a municipality and political subdivision of the State of Missouri, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by City of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.
- (d) There is no pending, or to the knowledge of City, threatened action or proceeding affecting City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, City's sole continuing covenant with respect to this Section 16.2(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

(e) City is and shall remain throughout the term of this Agreement a member of both MEC and the Missouri Association of Municipal Utilities.

(f) City is and shall remain throughout the term of this Agreement a “political subdivision” of the state of Missouri within the meaning of Section 103(a) of the Internal Revenue Code.

ARTICLE SEVENTEEN: CREDITWORTHINESS; BUDGETS

17.1 City shall provide such financial information and operating data as MEC may need in connection with satisfying creditworthiness provisions of any Resource Obligation, Supply Agreement, or Transmission Service Agreements.

17.2 MEC’s projected Direct Costs of administering this Agreement and an allocation of its reasonable costs associated with its role as power supplier shall be included in an MMMPEP annual budget which shall be incorporated in MEC’s annual budget. As a member of MEC, each City shall have the right to review and vote on MEC’s budgets.

ARTICLE EIGHTEEN: SURVIVAL OF OBLIGATIONS & ASSUMPTION OF LIABILITIES

18.1 The Parties' obligations under Section 15.4 shall survive termination of this Agreement. In addition, Committee Member shall remain bound by its obligations and covenants set forth in Sections 5.10, 5.13, 5.14 and 5.15 following termination of this Agreement. Surviving documents and agreements include, but are not limited to, the following:

- Exhibit A List of Cities and Their Delivery Points
- Exhibit B Contact/Notice Information for Cities and MEC
- Exhibit C Pool Members’ Load Forecasts
- Exhibit D Services
- Exhibit E Resource Credits
- Exhibit F Joinder
- Exhibit G Procedures for Forecasting
- Exhibit H Rating of Diesel and Combustion Turbine Generating Equipment
- Exhibit I Interest Rates
- Exhibit J Dispatch Principles

- Exhibit K Peaking Unit Exercise Standards
- Exhibit L Peaking Unit Reliability Standards
- Exhibit M Power Supply and Transmission
- Exhibit O Joint PURPA Implementation Plan
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 2016 (ATC)
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 2016 (Schedulable)
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 06/30/2022 (ATC)
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 06/30/2022(Schedulable)
- Amended and Restated Ancillary Services Agreement Between Missouri Joint Municipal Electric Utility Commission and Associated Electric Cooperative, Inc. dated 11/20/2017
- Capacity and Energy Agreement Between Associated Electric Cooperative, Inc. and Missouri Joint Municipal Electric Utility Commission, dated 1/22/2018
- Capacity and Energy Agreement Between Associated Electric Cooperative, Inc. and Missouri Joint Municipal Electric Utility Commission, dated 12/6/2019
- Capacity and Energy Purchase and Sale Agreement Between Plum Point Energy Associates, LLC and Missouri Joint Municipal Electric Utility Commission, dated 5/6/2020
- Master Power Purchase and Sale Agreement Between City of New Madrid and Missouri Joint Municipal Electric Utility Commission dated 3/28/2022
- Memorandum of Understanding related to sales of energy and capacity from MJMEUC's ownership of Dogwood, MMMPEP Resolution 01-2017

ARTICLE NINETEEN: RIGHT OF ACCESS TO EACH PARTY

19.1 Each City shall permit duly authorized representatives and employees of

MEC to enter upon its premises upon reasonable notice for the purpose of reading or checking meters, inspecting, testing, repairing, renewing or exchanging any or all of the equipment owned by MEC located on such premises, or for the purpose of performing any other work necessary in the performance of this Agreement. Each City shall have a similar right of access upon reasonable notice with respect to MEC's premises.

ARTICLE TWENTY: MISCELLANEOUS

20.1 The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri, without regard to conflicts of law doctrines.

20.2 Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, by facsimile or by email, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, (c) in the case of notice by facsimile, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided promptly by either of the methods set forth in clause (a) or (b) above, or (d) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), (c) or (d) above shall be sent to the address(es) for the applicable Party(ies) as set forth in Exhibit B. Each Party may update its contact information in Exhibit B by written notice to the other Parties. Notwithstanding Section 20.10, such modifications to Exhibit B shall be made as a ministerial matter and do not require formal amendment.

20.3 This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

20.4 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20.5 This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

20.6 Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any Person other than the Parties, their respective successors and permitted assigns.

20.7 This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

20.8 Headings and the table of contents used in this Agreement (including headings used in any exhibits attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

20.9 The exhibits are incorporated herein by reference and made a part hereof.

20.10 No waiver by any Party of any one or more defaults by another Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of any Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

20.11 This Agreement shall not be construed to create a joint venture or partnership relation between or among the Parties.

20.12 Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably requested by one or more of the other Parties, all as may be reasonably necessary to carry out the purposes of this Agreement.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered under seal by its duly authorized representative as of the date set forth below.

MISSOURI ELECTRIC COMMISSION

By: _____

Name: John Twitty

Title: President and CEO

EXECUTION COPY

Attest: _____

Name:

Title: Administrative Assistant

Dated: _____

EXECUTION COPY

CITY OF CABOOL, MISSOURI

By: _____

Name:

Title:

Attest: _____

Name:

Title:

Dated: _____

EXECUTION COPY

CITY OF CUBA, MISSOURI

By: _____

Name:

Title:

Attest: _____

Name:

Title:

Dated: _____

EXECUTION COPY

CITY OF HOUSTON, MISSOURI

By: _____

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Attest: _____

Name:

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Dated: _____

EXECUTION COPY

CITY OF MANSFIELD, MISSOURI

By: _____

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EXECUTION COPY

CITY OF NEWBURG, MISSOURI

By: _____

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EXECUTION COPY

CITY OF RICHLAND, MISSOURI

By: _____

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EXECUTION COPY

CITY OF ST. ROBERT, MISSOURI

By: _____

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EXECUTION COPY

CITY OF SALEM, MISSOURI

By: _____

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EXECUTION COPY

CITY OF SEYMOUR, MISSOURI

By: _____

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Dated: _____

EXECUTION COPY

CITY OF STEELVILLE, MISSOURI

By: _____

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Dated: _____

EXECUTION COPY

CITY OF SULLIVAN, MISSOURI

By: _____

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Dated: _____

EXECUTION COPY

CITY OF WILLOW SPRINGS, MISSOURI

By: _____

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Attest: _____

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Dated: _____

EXECUTION COPY

CITY OF MOUNTAIN VIEW, MISSOURI

By: _____

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Attest: _____

Name:

Title:

Dated: _____

EXECUTION COPY

CITY OF WINONA, MISSOURI

By: _____

Name:

Title:

Attest: _____

Name:

Title:

Dated: _____

EXHIBIT A
List of Cities and their Delivery Points

| Member City | Delivery Points | Delivery Voltage | Transformer Capacity At 55° C |
|----------------|-------------------|------------------|----------------------------------|
| Cabool | Cabool | 13.2 KV | 12 MVA |
| Cuba | Cuba#3 | 13.2 KV | 25 MVA |
| Houston | Houston #1 | 4.16 KV | 7.5 MVA |
| | Houston | 13.2 KV | 10 MVA |
| Mansfield | Mansfield # 1 | 4.16 KV | 5 MVA |
| | Mansfield #2 - A | 13.2 KV | 10 MVA |
| | Mansfield #2 - B | 13.2 KV | 3.5 MVA |
| Mountain View | Mountain View | 4.16 KV | 10 MVA |
| Newburg | Newburg | 13.2 KV | 2 MVA |
| Richland | Richland | 4.16 KV | 7.5 MVA |
| Salem | Salem #1 | 13.2 KV | 20 MVA |
| Seymour | Seymour#2 | 13.2 KV | 10 MVA |
| St. Robert | Gospel Ridge | 13.2 KV | 25 MVA |
| Steelville | Steelville | 13.2 KV | 7 MVA |
| Sullivan | Sullivan #1 | 4.16 KV | 7.5 MVA |
| | Sullivan #1 | 13.2 KV | 20 MVA |
| | Sullivan #4 | 13.2 KV | 12.5 MVA |
| Willow Springs | Willow Springs #1 | 4.16 KV | 7.5 MVA |
| | Willow Springs #2 | 13.2 KV | 2.5 MVA |
| Winona | | | |

EXHIBIT B
Contact/Notice Information for Cities and MEC

| | |
|---|---|
| <p>Cabool</p> <p>City of Cabool P.O. Box 710 618 Main St Cabool, MO 65689 Tel: 417 962-3136 Fax: 417 962-5144 Email: rscheets@caboolmo.org</p> | <p>Cuba</p> <p>City of Cuba P.O. Box K 202 N. Smith Street Cuba, MO 65453 Tel: 573-885-7432 Fax: 573-885-3216 Email: lgarbo@ci.cuba.mo.us</p> |
| <p>Houston</p> <p>City of Houston 601 S. Grand Houston, MO 65483 Tel: 417-967-3348 Fax: 417-967-4252 Email: cityadministrator@houstonmo.org</p> | <p>Mansfield</p> <p>City of Mansfield P.O. Box 467 122 N. Business Hwy. 60 Mansfield, MO 65704 Tel: 417-924-8340 Fax: 417-924-7301 Email: apritchard@mansfieldcityhall.org</p> |
| <p>Newburg</p> <p>City of Newburg 191 Main Street Drawer K Newburg, MO 65550 Tel: 573-762-2315 Fax: 573-762-3704 Email: newburg.city.hall@gmail.com</p> | <p>Richland</p> <p>City of Richland 204 E. Washington Avenue Richland, MO 65556 Tel: 573-765-4421 Fax: 573-765-5750 Email: salexander@richlandmo.info</p> |
| <p>St. Robert</p> <p>City of St. Robert 194 Eastlawn Avenue, Suite A St. Robert, MO 65584 Tel: 573-451-2000, Ext. 1112 Fax: 573-336-5714 Email: aivey@saintrobert.com</p> | <p>Salem</p> <p>City of Salem 400 N. Iron Street Salem, MO 65560 Tel: 573-729-4811 Fax: 573-729-5371 Email: cityadministrator@salemмо.com</p> |

| | |
|--|---|
| Seymour City of Seymour P.O. Box 247 123 West Market Street Seymour, MO 65746 Tele: 417-935-4401 Email: hillary@seymourmissouri.org | Steelville City of Steelville P.O. Box M 895 Frisco Street Steelville, MO 65565 Tele: 573-775-2815 Fax: 573-775-5914 Email: stv@misn.com |
| Sullivan City of Sullivan 210 W. Washington Sullivan, MO 63080 Tel: 573-468-4612 Fax: 573-468-8207 Email: jthardy@sullivan.mo.us | Willow Springs City of Willow Springs P.O. Box 190 900 West Main Willow Springs, MO 65793 Tel: 417-469-2107 Fax: 417-469-4789 Email: bhicks@willowspringsmo.com |
| Mountain View City of Mountain View PO Box 1090 126 N Oak Mountain View, MO 65548 Tel: 417-934-2601 Fax: 417-934-2482 Email: mvcityclerk@centurytel.net | Winona City of Winona PO Box 426 8488 Ash Street Winona, MO 65588 Tel: 573-325-4410 Fax: 573-325-8816 Email: winonamayor@cityofwinonamo.com |
| Missouri Electric Commission Missouri Electric Commission 2200 Maguire Blvd Columbia, MO 65201 Tel: 573-445-3279 Fax: 573-445-0680 Email: contractnotices@mpua.org | |

Exhibit C

Pool Members' Load Forecasts

Exhibit D

Services

MEC will arrange for each City, through MMMPEP, to have the following services, in quantities sufficient to meet the City's full requirements.

- Capacity
- Energy
- Transmission (including congestion management, FTRs, and associated requirements)
- Generation Scheduling and Dispatch
- Reactive Supply and Voltage Control from Generation Sources
- Regulation and Frequency Response
- Energy Imbalance Service
- Operating Reserve – Spinning Reserve Service
- Operating Reserve – Supplemental Reserve Service
- Metering equipment, metering data collection, and similar services
- Market Settlements
- TCR/FTR Management
- RTO Market Administration
- MEC Owned Unit Offers

Exhibit E

Resource Credits

Exhibit F

Joinder

The Cities and MEC contemplate that after the date of this Agreement, one or more additional MEC members may become a party hereto by executing the Agreement. Upon such execution and delivery of the Agreement and approval of such by the MMMPEP members and MEC, each such additional MEC member will become a party to this Agreement and have all of the rights and obligations hereunder and this Agreement and the Exhibits hereto shall be deemed amended by such Agreement and approval.

Exhibit G

Procedures for Forecasting

Exhibit H

Rating of Diesel and Combustion Turbine Generating Equipment

Exhibit I

Interest Rates

Late Interest Rate shall mean, for any date, the lesser of (a) $1/365$ of the sum of the per annum prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily.

Exhibit J

Dispatch Principles

1. Dispatch lowest cost first subject to physical, contract, permit, warranty, and insurance constraints, and Market instructions.
2. Save energy-limited resources for highest value hours.
3. Be aware of cost impact of load level of operation, for example: full-load versus part load or per market.
4. For additional available contract energy, sell to market when sale is above cost or per market instructions.

Exhibit K

Peaking Unit Exercise Standards

Exhibit L

Peaking Unit Reliability Standards

Exhibit M

Power Supply and Transmission

(UPDATE WITH NEW PEAK AFTER SUMMER)

| Exhibit M - Power Supply 2023 January | | | Allocation of 25 MW | Allocation of 13 MW |
|--|-----------------|---------|---------------------------|---------------------------|
| City | Peak in 2022 | % | Plum Point | MISO Capacity |
| Cabool | 9.5 | 7.96% | 2.0 | 1.0 |
| Cuba | 15.3 | 12.82% | 3.2 | 1.7 |
| Houston | 8 | 6.71% | 1.7 | 0.9 |
| Mansfield | 5.4 | 4.53% | 1.1 | 0.6 |
| Mt View | 6.8 | 5.70% | 1.4 | 0.7 |
| Newburg | 0.6 | 0.50% | 0.1 | 0.1 |
| Richland | 3.9 | 3.27% | 0.8 | 0.4 |
| Salem | 12.9 | 10.81% | 2.7 | 1.4 |
| Seymour | 5.8 | 4.86% | 1.2 | 0.6 |
| Steelville | 5.3 | 4.44% | 1.1 | 0.6 |
| St Robert | 14.1 | 11.82% | 3.0 | 1.5 |
| Sullivan | 22.9 | 19.20% | 4.8 | 2.5 |
| Willow Springs | 7.8 | 6.54% | 1.6 | 0.8 |
| Winona* (Estimate) | 1 | 0.84% | 0.2 | 0.1 |
| MMMPEP Total | 119.3 | 100.00% | 25.0 | 13.0 |

| Exhibit M - Transmission 2023 January | | | Allocation of 25 MW | Allocation of 13 MW | Allocation of 12 MW | Allocation of 25 MW | Allocation of 25 MW | Allocation of 13 MW | Allocation of 25 MW |
|--|-----------------|---------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| City | Peak in 2022 | % | AECI: AECI- AECI | AECI: MISO- AECI | AECI: SPA- AECI | AECI: SPP- AECI | MISO: MISO- AECI | MISO: MISO- AECI | SPP: SPP-AECI |
| Cabool | 9.5 | 7.96% | 2.0 | 1.0 | 1.0 | 2.0 | 2.0 | 1.0 | 2.0 |
| Cuba | 15.3 | 12.82% | 3.2 | 1.7 | 1.5 | 3.2 | 3.2 | 1.7 | 3.2 |
| Houston | 8 | 6.71% | 1.7 | 0.9 | 0.8 | 1.7 | 1.7 | 0.9 | 1.7 |
| Mansfield | 5.4 | 4.53% | 1.1 | 0.6 | 0.5 | 1.1 | 1.1 | 0.6 | 1.1 |
| Mt View | 6.8 | 5.70% | 1.4 | 0.7 | 0.7 | 1.4 | 1.4 | 0.7 | 1.4 |
| Newburg | 0.6 | 0.50% | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 | 0.1 |
| Richland | 3.9 | 3.27% | 0.8 | 0.4 | 0.4 | 0.8 | 0.8 | 0.4 | 0.8 |
| Salem | 12.9 | 10.81% | 2.7 | 1.4 | 1.3 | 2.7 | 2.7 | 1.4 | 2.7 |
| Seymour | 5.8 | 4.86% | 1.2 | 0.6 | 0.6 | 1.2 | 1.2 | 0.6 | 1.2 |
| Steelville | 5.3 | 4.44% | 1.1 | 0.6 | 0.5 | 1.1 | 1.1 | 0.6 | 1.1 |
| St Robert | 14.1 | 11.82% | 3.0 | 1.5 | 1.4 | 3.0 | 3.0 | 1.5 | 3.0 |
| Sullivan | 22.9 | 19.20% | 4.8 | 2.5 | 2.3 | 4.8 | 4.8 | 2.5 | 4.8 |
| Willow Springs | 7.8 | 6.54% | 1.6 | 0.8 | 0.8 | 1.6 | 1.6 | 0.8 | 1.6 |
| Winona* (Estimate) | 1 | 0.84% | 0.2 | 0.1 | 0.1 | 0.2 | 0.2 | 0.1 | 0.2 |
| MMMPEP Total | 119.3 | 100.00% | 25.0 | 13.0 | 12.0 | 25.0 | 25.0 | 13.0 | 25.0 |

Exhibit O

Joint PURPA Implementation Plan

MID-MISSOURI MUNICIPAL POWER ENERGY POOL

PURPA IMPLEMENTATION POLICY

I. OVERVIEW OF POLICY

This PURPA Implementation Policy (“Policy”) sets forth the manner in which the Missouri Joint Municipal Electric Utility Commission (“MJMEUC”), as operator of the Mid-Missouri Municipal Power Energy Pool (“MMMPEP”) and the authorizing MMMPEP members will implement the requirements imposed upon them under Section 210 of the Public Utility Regulatory Policies Act of 1978, as amended (“PURPA”) and the rules adopted by the Federal Energy Regulatory Commission (“FERC”) thereunder.

The MMMPEP Committee has adopted this Policy to be applicable to all MMMPEP members that have provided to MJMEUC their written authorization to participate in this Policy (each such member being referred to herein as an “authorizing Member”). Appendix I to this Policy is a list of the authorizing Members. This list will be updated to include additional authorizing Members as necessary.

MJMEUC and the authorizing Members are electric utilities subject to the purchase and sale obligations under PURPA. MJMEUC is a non-jurisdictional joint action agency and a body corporate and politic of the State of Missouri authorized by legislation to construct, operate and maintain facilities for the production and transmission of electric power for its members, to purchase and sell wholesale electric power and energy, and to enter into agreements with any person for transmission of electric power. It is organized on a statewide basis to promote efficient wheeling, pooling, generation, and transmission arrangements to meet the power and energy requirements of municipal utilities in the state.

MMMPEP is a power pool operated by MJMEUC pursuant to the Power Supply and Administration Agreement among MJMEUC and Members of the Mid-Missouri Municipal

Power Energy Pool. MMMPEP currently has 12 municipal electric members. Under the terms of the Power Supply and Administration Agreement, MJMEUC is the full-requirements supplier for the MMMPEP members, and meets their wholesale capacity and energy requirements primarily through purchased-power resources. The parties' full-requirements purchase and sale obligations under the Power Supply and Administration Agreement, as currently in effect, will end on June 1, 2018.

The MMMPEP members are municipal electric utilities serving retail customers in their service territories.

This Policy is intended to advise the public of the basic approach and general guidelines for allowing QFs to interconnect with the electric utility systems of MJMEUC and the authorizing Members, to sell electric energy and, if applicable, capacity to MJMEUC for the period in which it has a full-requirements sale obligation to the affected authorizing Member (and to sell the electric energy and capacity to the authorizing Member thereafter), and to purchase retail electric service from the authorizing Members.

Under this Policy,

- Unless a QF elects net metering in accordance with Missouri law,¹ MJMEUC and an authorizing Member will enter into a contract with a QF, under which (i) MJMEUC will purchase all energy and capacity offered by the QF to the authorizing Member for the period in which MJMEUC has a full-requirements sale obligation to the authorizing Member, and (ii) the authorizing Member will purchase the electric energy and capacity for any remaining period of the contract;
- The authorizing Members will sell, at retail, all energy and capacity required by QFs located in their retail service territories; and
- If a QF seeks to interconnect with MJMEUC-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request, MJMEUC will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power.

¹ This Policy is not applicable to energy provided by any QF that is also a "qualified electric energy generation unit" that has requested net metering and interconnection with an authorizing Member pursuant to the Net Metering and Easy Connection Act, MO REV. STAT. § 386.890.1 (2015). Arrangements between such QFs and the applicable authorizing Member shall be made in accordance with the Missouri net metering law.

For the period in which it will purchase the QF output, MJMEUC will offer a standard purchase rate or a negotiated rate for energy and capacity (if avoided) produced by QFs interconnected with MJMEUC or an authorizing Member. The standard purchase rate will be determined by MJMEUC based on its “avoided cost,” *i.e.*, the costs to MJMEUC of the electric energy that MJMEUC would otherwise generate or purchase from another source if not purchased from the QF. The rate and methodology will be reviewed periodically, and will be subject to revision based on future changes to various factors, which may include MJMEUC’s delivered cost of fuel, plant generation characteristics, capacity needs, cost of purchased power, transmission costs, operating experience with QFs, MJMEUC’s (or other entity’s) ability to dispatch the QF, the expected or demonstrated reliability of the QF, the terms of any legally enforceable obligation, the extent to which the QF’s scheduled outages can be usefully coordinated with those of MJMEUC’s other generating resources, the usefulness of the QF’s energy and capacity during system emergencies and the QF’s ability to separate its load from its generation, the individual and aggregate value of energy and capacity from QFs, and/or the smaller capacity increments and shorter lead times available with additions of capacity from QFs. MJMEUC reserves the right to analyze each QF’s cost impact and adjust rate provisions to reflect power supply characteristics.

Upon request by a QF located within an authorizing Member’s retail service territory, the authorizing Member shall offer supplemental, back-up, and maintenance power on a firm or interruptible basis. The authorizing Members will sell energy and capacity to QFs located within their retail service territories under their applicable retail tariffs or at rates equal to the rates to the authorizing Members’ other customers with similar load and other cost-related characteristics. Each authorizing Member has undertaken to sell energy and capacity at rates that are nondiscriminatory, just and reasonable, and in the public interest.

Implementation of the purchase and sale requirements in this manner will provide QFs with a market for their power at rates comparable to the rates the authorizing Members could offer and will meet the needs of QFs for supplementary, back-up, and maintenance power in a manner consistent with the retail functions of the authorizing Members.

This Policy does not include a form of the contract to be entered into among MJMEUC, the authorizing Member and a QF for the purchase of the QF's output. Nor does this Policy include a form of the contract to be entered into between an authorizing Member and a QF for the interconnection of the QF to the authorizing Member's municipal electric system and/or the provision of retail electric service to the QF. The terms and conditions of such contracts are expected to vary depending on the nature of the QFs. However, MJMEUC and the authorizing Members intend to require such contracts be executed by each QF. Such contracts will provide detailed terms and conditions including interconnection requirements, metering, rates, and those terms necessary to accommodate safety and reliability concerns.

MJMEUC intends to file with FERC, on behalf of itself and the authorizing Members, a petition seeking waiver of Sections 292.303(a) and 292.303(b) of FERC's Regulations² to permit this Policy to be placed in effect as proposed. If granted, the effect of the waiver will be to transfer the must-purchase obligation of the authorizing Members from them to MJMEUC (for such period in which MJMEUC has full-requirements obligations to such authorizing Members), and place the must-sell obligation on the authorizing Members.

FERC has granted waivers under Section 202.303(a) and 292.303(b) in other similar situations.³ This Policy is similar to policies adopted by other joint action agencies and

² 18 CFR §§ 292.303(a) and (b) (2014).

³ See *Oglethorpe Power Corp.*, 32 FERC ¶ 61,103 (1985), *reh'g granted in part and denied in part*, 35 FERC ¶ 61,069 (1986), *aff'd sub nom. Greensboro Lumber Co. v. FERC*, 825 F.2d 518 (D.C. Cir. 1987); *Seminole Electric Cooperative, Inc.*, 39 FERC ¶ 61,354 (1987); *Missouri Basin Municipal Power Agency*, 69 FERC ¶ 62,250 (1994); *Com Belt Cooperative*, 68 FERC ¶ 62,249 (1994); *Southern Illinois Power Cooperative*, 66 FERC ¶ 62,010 (1994); *Northwest Iowa Power Cooperative*, 57 FERC ¶ 62,079 (1991); *Soyland Power Cooperative, Inc.*, 50 FERC ¶ 62,072 (1990); *Western Farmers Electric Cooperative*, 115 FERC ¶ 61,323 (2006); *Missouri Basin Municipal Power Agency*, Docket No. EL09-13-000, Letter Order (Feb. 6, 2009); *Arkansas Public Service Comm'n, et al.*, Docket No. EL09-37-000, Letter Order (April 30, 2009); *Missouri River Energy Servs.*, 145 FERC ¶ 62,022 (2013).

cooperatives and their members. If the requested waivers are not granted, MJMEUC and the authorizing Members will take such other actions, if any, as may be required to comply with PURPA and the rules adopted thereunder by FERC.

MJMEUC and the authorizing Members believe that the integrated approach to PURPA implementation as described herein will not adversely affect QFs. Indeed, MJMEUC and the authorizing Members believe the proposed approach will facilitate the development of QFs.

II. INTRODUCTION

A. Intent of Policy

This Policy is intended to set forth the basic approach and general guidelines for allowing QFs to interconnect with MJMEUC and authorizing Members' electric utility systems in accordance with rules adopted by FERC implementing PURPA Section 210.

B. Utilities Subject to Policy

MJMEUC and all authorizing Members, as listed in Appendix I, are subject to this Policy. This Policy addresses purchases from and sales to all QFs seeking to interconnect to transmission or distribution facilities owned by MJMEUC or any authorizing Member, except for QFs that are also "qualified electric energy generation units" that have requested net metering and interconnection with an authorizing Member pursuant to the Net Metering and Easy Connection Act.

C. Duration of Policy

As between MJMEUC and each authorizing Member, this Policy shall remain in effect for the period during which the authorizing Member and MJMEUC have agreed to purchase and sell full-requirements energy and capacity, either pursuant to the Power Supply and Administration Agreement dated October 26, 2011 (including any extension thereof), or pursuant to any successor or replacement agreement.

III. STATEMENT OF POLICY

A. The Policy

It is the policy of MJMEUC and the authorizing Members: (i) to permit any QF to interconnect with the electric systems of MJMEUC or any authorizing Member; (ii) to permit any QF (unless the energy provided by the QF is net metered in accordance with Missouri law), to sell energy and capacity to MJMEUC at rates equal to MJMEUC's avoided costs or at a negotiated rate for such period of time in which MJMEUC has a full-requirements sale obligation to the authorizing Member on whose system the QF is located; (iii) to permit the QF thereafter to sell the energy and capacity to the authorizing Member, and (iv) to permit any QF to purchase supplemental, back-up and maintenance power from an authorizing Member on either a firm or interruptible basis, at rates that are nondiscriminatory, just and reasonable, and in the public interest. In order to effectuate this Policy, MJMEUC and the authorizing Members expressly undertake the following obligations: (a) MJMEUC will be ready and willing to purchase power from any QF from which an authorizing Member would otherwise be required to purchase, for such period of time in which MJMEUC has a full-requirements sale obligation to the authorizing Member, and the authorizing Member will purchase the power from the QF for any period thereafter; (b) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling power to MJMEUC across the lines of an authorizing Member; (c) no QF will be subject to duplicative charges or additional fees as a result of MJMEUC's purchase of QF power that would otherwise be purchased by an authorizing Member; (d) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling of supplemental, back-up, or maintenance power from an authorizing Member; and (e) no QF interconnected directly with MJMEUC and purchasing supplemental, back-up, or maintenance power from an authorizing Member will be charged for the cost of facilities required to receive such power other than the cost of such facilities

had the QF purchased such power from MJMEUC. MJMEUC and the authorizing Members' undertakings expressed above are, in each case, subject to the other express and implied terms and conditions of this Policy and the other requirements imposed by law.

Because this Policy outlines the basic approach that MJMEUC and the authorizing Members intend to use to fulfill their separate obligations under PURPA, MJMEUC and/or a given authorizing Member may depart from this Policy to the extent authorized by law if they mutually determine that the departure is reasonably necessary in connection with a particular QF. In addition, the MMMPEP Committee shall amend this Policy from time to time as necessary or appropriate to comply with requirements imposed by FERC or any other governmental entity having jurisdiction over MJMEUC and/or the authorizing Members, or any other entity with authority to establish reliability requirements applicable to, or impose such requirements on, MJMEUC and/or the authorizing Members.

This Policy reflects an integrated approach to implementing MJMEUC's and the authorizing Members' obligations under PURPA and the FERC Rules. This approach recognizes the function of MJMEUC as wholesale supplier to the authorizing Members and the retail service function of the authorizing Members, while assuring each QF of both a market for its power and (where the QF is connected to an authorizing Member) a source of any necessary back-up, maintenance, and supplemental service, on either a firm or interruptible basis. Pursuant to Section 292.303(a) of FERC's Regulations,⁴ an electric utility is obligated to purchase only the energy and capacity which is "made available" from a QF. Section 292.304(d) of FERC's Regulations⁵ clarifies that each QF shall have the option to determine the amount of energy or capacity "available" for purchase. Accordingly, this Policy does not require a QF to sell all of its energy and capacity to MJMEUC, but rather just the amount the QF wishes to make "available" for such purchases.

⁴ 18 CFR §292.303(a).

⁵ 18 CFR §292.304(d).

No QF will be permitted to interconnect and operate in parallel with the electric system of MJMEUC or an authorizing Member without the prior knowledge and approval of such utility and without entering into a satisfactory written contract. A QF interconnecting with an authorizing Member and selling to MJMEUC will not be subject to duplicative interconnections or wheeling charges. To the extent that additional costs of wheeling (*i.e.*, beyond the authorizing Member's facilities) are necessitated by MJMEUC's purchases of the QF's power (rather than the authorizing Member's purchases), such costs will be borne by MJMEUC (rather than the QF). This Policy does not require any authorizing Member to transmit QF output in connection with sales to a purchaser other than MJMEUC.

Where a QF is interconnected to transmission or distribution facilities owned by MJMEUC or an authorizing Member and located within the retail service territory of an authorizing Member, the purchase of capacity and energy by the QF will be made pursuant to separate arrangements between the QF and the applicable authorizing Member and shall be in accordance with applicable law and the authorizing Member's applicable rates, rules, and regulations governing retail service. The terms of the arrangements between MJMEUC, the authorizing Member, and the QF shall be consistent with the authorizing Member's tariff or consistent with rates to the authorizing Member's other customers with similar load or other cost-related characteristics.

Where a QF seeks to interconnect with MJMEUC-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request MJMEUC will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power. MJMEUC makes no commitments regarding the availability of such suppliers, nor their rates and charges or terms of service.

B. Metering Requirements

MJMEUC and the authorizing Members require as a condition to the purchase of capacity and energy from a QF the installation of proper metering equipment to permit inclusion of the quantities in MJMEUC's monthly energy and capacity accounting. The amount of energy and capacity purchases from the QF by MJMEUC shall not normally be netted against the energy and capacity purchased by the QF from the authorizing Members, unless required by applicable rules and regulations adopted by entities having jurisdiction over MJMEUC and the authorizing Members.

MJMEUC shall adopt nondiscriminatory policies and procedures concerning metering requirements applicable to QFs as required. MJMEUC shall make such policies and procedures available to QFs for review.

C. Additional Interconnection Requirements

The following additional requirements shall apply to all purchases from QFs under this Policy:

- (i) The operator of the QF shall be responsible for all costs associated with electric interconnection of the QF to MJMEUC's or the authorizing Member's system, including such automatic relaying and system protection which MJMEUC or the authorizing Member believes necessary for safety reasons, electric wiring and apparatus, protective equipment and an interconnection switch. MJMEUC and the authorizing Members have the right to refuse to interconnect or to discontinue the QF's connection if wiring and apparatus do not meet appropriate safety requirements and all applicable codes, including, but not limited to, the National Electrical Code, National Electrical Safety Codes, or other local, state, or national codes.
- (ii) MJMEUC or the authorizing Members shall own, install and maintain the required metering equipment to integrate the input quantities into MJMEUC's

monthly source energy and power accounting. The operator of the QF shall be responsible for all reasonable costs for purchase, installation and maintenance of such metering equipment and shall provide adequate access to its premises so that MJMEUC or the authorizing Members may install and maintain such metering equipment. MJMEUC or the authorizing Members may assess interconnection costs against a QF on a nondiscriminatory basis with respect to other customers with similar load characteristics and shall determine how such payments are to be made.

- (iii) Neither MJMEUC nor any authorizing Member will permit interconnection between its system and a QF unless the QF meets the applicable standards and/or regulations, rules and policies for interconnection, safety, and operating reliability, as the same may be amended from time to time. Further, in order to remain interconnected, the QF must continue to satisfy appropriate safety and reliability standards.
- (iv) MJMEUC and the authorizing Members reserve the right to adopt additional nondiscriminatory policies and procedures concerning interconnection requirements applicable to QFs. MJMEUC shall make such policies and procedures available to QFs for review.

IV. REQUEST FOR WAIVER

The FERC Rules require each wholesale electric utility, such as MJMEUC, and each retail electric utility, such as the authorizing Members, to buy energy and capacity from, and to sell energy and capacity to, QFs. Through this Policy, MJMEUC and the authorizing Members have adopted an integrated approach to implementing their obligations under PURPA, and the FERC Rules, under which (1) MJMEUC will purchase energy and capacity from QFs (unless such energy is net metered in accordance with Missouri law) during the

period in which its full-requirements sale obligations extend to the authorizing Members as described herein, (2) the authorizing Members will assume the obligation to purchase such energy and capacity at the end of such period, (3) the authorizing Members will provide retail service to QFs located within their retail service territories, and (4) upon request, MJMEUC will assist any QF that is connected to MJMEUC-owned transmission facilities that are not located within an authorized Members' retail service territory in finding a retail power supplier.

MJMEUC and the authorizing Members will request waivers of certain of the FERC Rules implementing PURPA in order to allow MJMEUC and the authorizing Members to implement this Policy. Specifically, MJMEUC will request, on behalf of the authorizing Members, a waiver of the authorizing Members' must-purchase obligation for the period in which they are required to purchase their full energy and capacity requirements from MJMEUC and, on behalf of itself, a waiver of its must-sell obligation. MJMEUC and the authorizing Members have concluded that, given the benefits of the proposed integrated approach to PURPA implementation, requiring the authorizing Members to purchase from QFs and MJMEUC to sell to QFs is not necessary to facilitate cogeneration and small power production. MJMEUC and the authorizing Members have determined that purchases by MJMEUC on behalf of the authorizing Members will adequately facilitate cogeneration and small power production in part because, for the period in which each authorizing Member purchases its full requirements from MJMEUC, its avoided costs should be equal to MJMEUC's avoided costs. Therefore, by centralizing purchases from QFs, QFs will be afforded a greater market for their power while at the same time receiving the same price for their power as they would have by selling to an individual authorizing Member.

This Policy is premised on the waivers previously described. Because this integrated approach will not adversely affect QFs and is intended to facilitate cogeneration and small

power production, MJMEUC and the authorizing Members intend to operate under this Policy during the pendency of the waiver requests. If FERC denies any of the requested waivers, this Policy will be revised or may be terminated. Any revision required as a result of a denial of a waiver request, or upon order of FERC as a condition to the waiver, will be made available as soon as practicable.

Persons desiring information about this waiver request, including a copy of the waiver request filed by MJMEUC and the authorizing Members with FERC, may contact:

Chief Operating Officer
MJMEUC
2200 Maguire Blvd
Columbia, MO 65201

IV. Additional Information

Persons requiring additional information concerning the interconnection of a QF with MJMEUC or an authorizing Member, or the rates, terms and conditions of purchases from or sales to QFs, should contact the following:

Chief Operating Officer
MJMEUC
2200 Maguire Blvd
Columbia, MO 65201

Staff Summary Report

| | |
|----------------------|---|
| MEETING DATE: | September 15, 2022 |
| AGENDA ITEM: | Item VII Reading of Bills and Resolutions |
| AGENDA TITLE: | Bill No. 3520 |

| | |
|-----------------------------|--|
| ACTION REQUESTED BY: | Finance Committee |
| ACTION REQUESTED: | Approval of \$40.00 fee for tree limb and yard waste collection. |
| SUMMARY BY: | City Clerk Tammy Koller |

PROJECT DESCRIPTION / FACTS

Tree limbs and yard waste are collected once a month at no charge at this time. The Finance Committee recommended that a \$40.00 fee be charged for each tree limb/yard waste collection. Citizens will be required to call the Administrative office and fill out a work order when tree limb/yard waste collection is needed.

PROCUREMENT

N/A

FISCAL IMPACTS

No fee is being charged at this time for this service.

| | |
|---------------------------|-----|
| SUPPORT DOCUMENTS: | N/A |
|---------------------------|-----|

| | |
|---|--|
| DEPARTMENT'S RECOMMENDED MOTION: | Move to approve the Finance Committee's recommendation that a \$40.00 fee be charged for each tree limb/yard waste collection. |
|---|--|

BILL NO. 3520**ORDINANCE NO. 3520**

AN ORDINANCE AMENDING CHAPTER 230, ARTICLE II, SECTION 230.150 TREE LIMBS OF THE CODE OF ORDINANCES OF THE CITY OF SALEM, MISSOURI AND PROVIDIND WHEN THIS ORDINANCE SHALL BECOME EFFECTIVE.

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

Section 1.

Section 230.150 of the Code of Ordinances of the City of Salem, Missouri, is amended to read as follows:

Tree limbs less than four (4) inches in diameter and brush shall be securely tied in bundles not larger than forty-eight (48) inches long and eighteen (18) inches in diameter. The weight of any individual bundle shall not exceed seventy-five (75) pounds. Yard waste shall be stored in biodegradable bags. Tree limbs and yard wastes shall be placed at the curb of front property line fronting on a street for collection. A fee of forty (40) dollars will be charged per collection.

Section 2.

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

Section 3.

This ordinance shall be in full force and effect from and after 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 15th DAY OF SEPTEMBER 2022.

APPROVED:

Greg Parker
Mayor

Staff Summary Report

| | |
|----------------------|---------------|
| MEETING DATE: | 9/15/2022 |
| AGENDA ITEM: | Item VII |
| AGENDA TITLE: | Bill No. 3521 |

| | |
|-----------------------------|--|
| ACTION REQUESTED BY: | Utility Committee |
| ACTION REQUESTED: | Approval of new rates for sewer services provided by the City of Salem, Missouri |
| SUMMARY BY: | City Clerk Koller |

PROJECT DESCRIPTION / FACTS

PROCUREMENT

FISCAL IMPACTS

| | |
|---------------------------|---|
| SUPPORT DOCUMENTS: | Move to approve new rates for sewer services provided by the City of Salem, Missouri. |
|---------------------------|---|

| |
|---|
| DEPARTMENT'S RECOMMENDED MOTION: |
|---|

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:

\$52.79 first unit, \$34.56 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.

This Ordinance shall be in full force and effect with the October 2022 billing.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND
APPROVED BY THE MAYOR, THIS 15th DAY OF SEPTEMBER 2022.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVED AS TO FORM:

James Weber, City Attorney

Staff Summary Report

| | |
|----------------------|---|
| MEETING DATE: | September 15, 2022 |
| AGENDA ITEM: | Item VII Reading of Bills and Resolutions |
| AGENDA TITLE: | Voluntary Residential Demolition Program - Contractor |

| | |
|-----------------------------|---------------------------------|
| ACTION REQUESTED BY: | Economic Development Director |
| ACTIONS REQUESTED: | Approval of Demolition Contract |
| SUMMARY BY: | Sally Burbridge |

PROJECT DESCRIPTION / FACTS

The Board of Aldermen approved the Voluntary Residential Demolition Program at the January 18, 2021, Board meeting. Original Program Summary is attached.

All properties listed in the Recommended Motion below are participating in the 50/50 Split option. The property owner contracts, and their details are a separate agenda item. Please see that item for more information.

PROCUREMENT

Request for Bids were advertised in The Salem News and available on our website. Bids were due to the City Clerk 9/8/2022 by 5 pm and were opened 9/9/2022 at 10 am. 3 bids were received.

FISCAL IMPACTS

A \$60,000 Capital Improvement line item: 301-510-71100 Dangerous Structure Remediation was included in the 2023 FY Budget.

A total of \$20,000.00 will be expensed to line item 301-510-71100 Dangerous Structure Remediation as noted above. There have been no expenses charged to this line item this FY.

| | |
|---------------------------|---|
| SUPPORT DOCUMENTS: | 1. Original Program Summary |
| | 2. Bid Tabulations |
| | 3. Contract with Cahills Construction, Inc. |

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Contract between Cahill's Construction, Inc. and the City of Salem for the demolition of the properties located at 803 E. Hunt St., 502 W. Dillon St., 1002 W. Coffman St., and 501 S. Askins St., for the sum of \$20,000.00.

RESOLUTION NO. 26-2022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE "CITY") AND CAHILLS CONSTRUCTION, INC A MISSOURI CORPORATION (THE "CONTRACTOR").

WHEREAS, the City of Salem desires to engage the Contractor to render certain construction services hereafter described in the 2022-1 Demolition Project bid ("the Bid") which is attached hereto and incorporated herein as Exhibit A; and

WHEREAS, the Contractor submitted a bid dated September 8, 2022, which bid is attached hereto and incorporated herein as Exhibit B; and

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

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

Section 1.

The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services in accordance with the terms of Exhibit A.

Section 2.

The City agrees to pay the Contractor in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A.

Section 3.

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

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 15TH DAY OF
SEPTEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

Salem's Voluntary Residential Demolition Program

Purpose of Program - The City desires to offer residents an incentive to beautify the community through a sponsored residential demolition program. The program will not only beautify the community, but it will also increase adjacent property values; any new construction as a result of the program will add revenues to the City and County budgets through increased property taxes, it will promote a sense of pride in community for residents and make the City of Salem a more appealing choice when individuals are home shopping. This program should also reduce the number of properties that need to be dealt with through Nuisance, Building and Maintenance, Code Enforcement and due process.

Options

1. 50/50 Demolition Program – the City covers 50% of the cost of demolition – To use this program the owner must voluntarily approach the city and request the program. The owner must then pay their portion of the demolition costs no less than 15 days prior to the demolition taking place. The owner and City official will sign the 50/50 agreement and it will remain on file with the City.
2. 100 % Demolition Program – the City covers 100% of the cost of demolition - For the City to cover 100% of demolition costs, the owner would sign over the property and all rights to the City of Salem. This could be accomplished through a Warranty Deed. Any outstanding fines, fees or citations from the City of Salem, for weeds, grass, junk, or other Nuisances would be waived upon transfer of property. The City cannot enter into this agreement for properties that have outstanding liens against the property. Properties acquired through the 100% program would then be assessed for one of the following future uses:
 - a. The property may become green open/park space, at the City's option. This would require a commitment on behalf of the City to maintain such spaces. If strategically located, such parcels could be stopping points along community trail systems (think of sidewalks as alternative transportation ways through the City) promoting healthier lifestyles and could enhance the trail efforts in the community.
 - b. The property may be used to partner with the Salem R-80, Construction Trades program to construct new housing.
 - c. The property may be sold via sealed bids. The sales agreement would include a stipulation requiring the purchaser to begin construction on a single-family, site-built home within 3 years of purchase.

This program was modeled upon one in use by Cameron, MO. Cameron's Demolition program won an award through the Missouri Municipal League this past year. While not identical, Salem's proposed program follows most of the same parameters except for not requiring the 50% demolition cost share option to rebuild. The policy pieces before you reflect a desire to clean up the community and allow adjacent property owners to incorporate the cleaned property into their yards and for those not adjacent, to simply maintain a clean property. The other difference is the option on behalf of the City to

retain properties acquired through the 100% option for community greenspace or future partnerships with the Salem R-80, Construction Trades program for construction of housing.

The City of Cameron's program, In the first 3 years demolished 20 homes through the voluntary program, 16 as 50% splits with owners and the remaining 4 at 100% City cost with acquisition of the properties followed by sale per sealed bid. To date they have had no issues with purchasers beginning construction on-time.

City of Salem Bid Summary

Project:

Residential Demolition Program

Opening Date/Time:

9-Sep-22

Location:

Old City Hall, Council Chambers, 202 N. Washington St., Salem

| Company | Total Bid Cost |
|-----------------------------|----------------|
| Godi's Excavating, LLC | \$25,110.00 |
| Tubb's and Son Construction | \$51,350.00 |
| Cahill's Construction, INC | \$20,000.00 |
| | |
| | |
| | |
| | |
| | |


City of Salem

9-9-2022

Date

DEMOLITION CONTRACT

THIS CONTRACT, made and entered into this 9th day of August 2022, by and between the City of Salem, a municipal corporation of the State of Missouri (the "City") with an office located at 400 N. Iron Street, Salem, Missouri and Cahill's Construction Inc, a Missouri Corporation (the "Contractor")

WITNESSETH:

WHEREAS, the City desires to engage the Contractor to render certain construction services hereafter described in the 2022-1 Demolition Project bid (the "Bid") which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Contractor submitted a bid dated September 8, 2022, 2022, which bid is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, The Contractor has submitted the lowest and best bid for performing the services.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. Services. The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services in strict accordance with the terms of **Exhibit A**, and in accordance with the standard of care, skill and expertise ordinarily used by other members of contractor's profession in performing similar services.

2. Contract Documents. The agreement between the City and the Contractor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Bid, and any amendments thereto, and (3) the bid made by the Contractor, as accepted, submitted in response to the Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in this contract shall govern over all other documents and the Bid and amendments thereto shall govern over the Contractor's Bid and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor and such written clarification shall govern in case of conflict with the applicable requirements stated in the Bid or the Contractor's Bid. In all other matters not affected by the written clarification, if any, the Bid shall govern.

3. Modification of Contract. The Scope of Work to be done under this contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in this contract shall be changed or modified without the execution of a formal amendment to this contract, mutually agreed to by the City and the Contractor. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and this contract.

4. Exchange of Data. All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. Personnel.

a. The Contractor represents that Contractor will secure at Contractor's own expense; all personnel required to perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as

employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

b. The Contractor represents, in accordance with RSMo Statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

6. Term. The services of the Contractor shall commence only as authorized in writing by City purchase order or other written notice and shall commence as soon as practicable after the execution of this Contract as promised by the Contractor in **Exhibit B**, unless otherwise directed in writing.

7. Payment.

a. Conditioned upon acceptable performance. The City agrees to pay the Contractor in accordance with the prices and terms set forth in Exhibit B for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Contractor. The City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A**.

b. Total compensation not to exceed. It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this contract exceed the sum of \$20,000.

8. Termination of Contract.

a. For Breach: If, for any cause, the Contractor shall fail to fulfill in a timely and proper manner Contractor's obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

b. For Convenience: The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Contractor shall, at the option of the City become its property. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.

9. Conflicts.

a. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this contract. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed.

b. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.

10. Assignment. The Contractor shall not assign or transfer any interest in this contract (whether by assignment or notation) and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.

11. Discrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

12. Occupational License. The Contractor shall obtain and maintain an occupational license with the City of Salem, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

13. Compliance with laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

14. General Independent Contractor Clause. This contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

15. Liability and Indemnity. The parties mutually agree to the following:

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify, and hold harmless the City, its elected or appointed officials, agents and employees, from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of or connected with, this contract, or the work of any subcontract there under (the Contractor hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the city harmless from all wages or overtime compensation due any employees in rendering services pursuant to this contract or any subcontract including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

16. Insurance. During the term of this contract, Contractor agrees to provide and keep in full force and effect the following insurance coverage's in the following amounts:

- a. Workers Compensation and Employees Liability. For Employers' Liability \$500,000 each employee, \$500,000 each accident and \$500,000 policy. Workers Compensation coverage must meet the Statutory Employers Liability (per accident) limit of \$100,000.
- b. General Liability. Comprehensive Form General Liability with a broadening endorsement to include: For bodily injury and property damage must have combined single limit of \$200,000.00 per person and \$1,000,000.00 per occurrence.

All coverage provided by the Contractor shall be primary coverage as the City. The City and its governing body, officials, employees, agents and volunteers shall be covered and named as insured under Contractor's general liability coverage.

All Coverage's shall be maintained in full force and effect during the full term of the contract.

17. Notices. All notices required or permitted herein under and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

18. Jurisdiction. This contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri.

19. Entire Contract. This contract contains the entire agreement of the parties. No modification/ amendment, or waiver of any of the provisions of this contract shall be effective unless in writing specifically referring hereto and signed by both parties.

20. Contractor's Responsibility for Subcontractors. It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Contractor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Contractor the same power regarding termination of any sub contract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the Subcontractor and the City or between any Subcontractors.

21. Waiver. No provision of the contract documents shall be construed expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

City of Salem

By: _____

Title: Mayor

Name: _____

Company: _____

By: _____

Title: _____

EXHIBIT A



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salem-mo.com

2022 – 1: Salem Voluntary Residential Demolition Project

Request for bid to demolish structures.

Property 1: 501 S. Askins St., single story structure, with an undetermined substructure, separate cellar and shed

Property 2: 1002 W. Coffman St., single story structure, outbuilding and cistern

Property 3: 502 W. Dillon St., single story structure

Property 4: 803 E. Hunt St., 2 story structure

Section 1: Basics

1. Bids due in the office of the City Clerk, 400 N. Iron St, Salem, MO 65560, Thursday, September 8, 2022 by 5:00 pm
2. If you have not worked for the City of Salem previously, include three references.
3. Must have a Contractor's license with the City of Salem or be able to secure such license prior to award of bid.
4. Insurance - Contractor agrees to provide and keep in full force and effect the following insurance coverages in the following amounts:
 - 4.1.1 Workers Compensation and Employees Liability. For Employers' Liability \$500,000 each employee, \$500,000 each accident and \$500,000 policy. Workers Compensation coverage must meet the Statutory Employers Liability (per accident) limit of \$100,000.
 - 4.1.2 General Liability. Comprehensive Form General Liability with a broadening endorsement to include: For bodily injury and property damage must have combined single limit of \$200,000 per person and \$1,000,000 per occurrence.
 - 4.1.3 All coverage provided by the Contractor shall be primary coverage as the City. The City and its governing body, officials, employees, agents and volunteers shall be covered and named as insured under Contractor's general liability coverage.
5. Must provide bid cost breakouts by property.
6. Must provide a general timeline for completion of project.
7. Contract will be awarded for all four properties to one contractor.
8. Contractor is expected to be knowledgeable of issues and regulations related to potential hazardous residential construction materials and the disposal thereof. Contractor must exhibit such knowledge in the bid response.
9. Reseeding of all lots and disturbed soils is required.
10. Bids received that do not meet all the criteria above, will not be considered.
11. Selected contractor will be responsible for securing a demolition permit from the City of Salem for each property.

MAYOR
Greg Parker

ALDERMEN

East Ward
Shawn Bolerjack
Kala Sisco

West Ward
Tod Kinerk
Kyle Williams

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Ray Walden

CITY CLERK
Tammy Koller

CITY ATTORNEY
James Weber

ECONOMIC DEVELOPMENT: Sally Burbridge
BUILDING INSPECTION: Jarred Brown



12. To be eligible to bid on future City of Salem Voluntary Residential Demolition Program projects, a successful bidder must have substantially completed any prior demolition projects with the City and met all requirements of such projects to a satisfactory manner as determined by the Director of Economic Development, Public Works Director and City Building Inspector.

Section 2: Demolition

Bid shall be for complete removal of structure, slab, foundations, and footers, capping the sewer (mark location with white pipe) and water service lines.

All debris shall be disposed of according to DNR regulations in an approved landfill and dumping tickets (proof of disposal) provided to the city.

2.1 - Demolition and Removal:

This work shall consist of demolishing, removing, and disposing of all structures and improvements within the construction limits unless included in Special Provisions as listed with each property address at the beginning of this document. This work shall apply to all structures and improvements, whether on, above or below the surface of the ground or sub-grade.

Demolition and removal shall include but not be limited to items such as buildings, drainage structures, pipes, pavements, fences and retaining walls located on private property.

2.2 - Trees:

Vegetable growth 6 inches (15.24cm) in diameter and larger, measured 3 feet (91.44cm) above ground shall be classified as a tree. Trees shall be removed if they interfere with demolition of identified structures.

2.3 - Brush:

Vegetable growth less than 6 inches (15.24cm) in diameter, measured 3 feet (91.44cm) above ground shall be classified as brush. Brush shall be removed if they interfere with demolition of identified structures.

2.4 - Embankment or backfill is defined as the placing and compacting of material in the construction area to the lines and grades approved by the City Building Inspector.

1. Unsuitable material is defined as muck, frozen material, organic material, topsoil, rubbish, and rock with a maximum dimension greater than 24 inches (60.96cm).
2. Suitable material is defined as entirely imperishable with that portion passing the No. 40 (425mm) Sieve having a liquid limit not exceeding 40 and a plastic index not exceeding 25, when tested in accordance with ASTM D-423 and D-424, respectively.

2.5 - Rock Embankment:

Material for rock embankment shall be free of unsuitable material and shall contain, by volume, greater than 10 percent rock or gravel having a maximum dimension greater than 3 inches (7.62cm) but not greater than 24 inches (60.96cm).

2.6 - Earth Embankment:

Material for earth embankment shall be free of unsuitable material and shall, contain by volume, less than 10 percent rock or gravel having a maximum dimension greater than 3 inches (7.62cm).

2.7 - Structures as used herein refer to bridges, culverts, storm sewer and/or sanitary appurtenances, retaining walls and similar construction.



2.8 - Property lot corners and Control Monuments:

It shall be the responsibility of the Contractor to protect all property lot corners and control monument(s). Should it be necessary to disturb any such monument, whether stake, pin, bar, disk, box, or other, it remains the responsibility of the Contractor to reference such markers prior to removal, reset them, and file such relocations or monument(s) as the law may require. Any such references, removal, replacement, and certification of monuments shall be performed by a registered licensed surveyor. A copy of all such certification documents shall be provided to the Engineer prior to final payment. Any monument destroyed or improperly reset by the Contractor may be replaced by the Engineer to the standards required by law at the expense of the Contractor.

Section 3: Backfilling and Grade

3.1 Grading, excavation, and backfilling for all improvements, shall be made to the lines, grades, and cross sections approved by the City building Inspector or to existing grade.

3.2 In addition, to any erosion control measures required by the city, the Contractor shall schedule and conduct his operation in such a manner and shall provide any necessary control facilities to protect downstream and adjacent properties from pollution, sedimentation, or erosion caused by the grading operations. Any pollution or damage occurring shall be the responsibility of the Contractor.

During construction, the graded area shall be maintained by the Contractor in such condition that it will be well drained at all times. Roadway ditches, channel changes, inlet and outlet ditches and other ditches in connection with the roadway shall be cut and maintained to the required cross section. All drainage work shall be performed in proper sequence with other operations. All ditches and channels shall be kept free of debris or obstructions.

3.3 Cleanup:

Cleanup shall follow the work progressively and final clean-up shall follow immediately behind the finishing. The contractor shall remove from the site of the work all equipment, tools and discarded materials, and other construction items. The entire right-of-way or easement shall be left in a finished and neat condition. Cleanup shall be considered as incidental to the completion of grading work.

3.4 Grubbing:

Grubbing shall consist of removing and disposing of all vegetable matter such as stumps, roots, buried trees and brush encountered below the surface of the ground or sub-grade, whichever is lower, which have not been included in "Clearing".

When deleterious materials are encountered below ground line which may be detrimental to the proposed improvement, these shall be removed to a depth necessary to provide adequate support for the proposed improvement.

3.5 Finishing:

In areas where sodding or seeding is proposed, the upper 12 inches (30.48cm) of the surface area shall be earth material. The top 6 inches (15.24cm) shall be suitable for sustaining grass. The graded surface shall be made free of rock, concrete, and brick, or fragments thereof, or rubbish and shall be finished to the lines, grades, and cross section approved by the City Inspector. The Contractor shall repair any damaged surface and shall not use any finishing equipment that will leave a marred surface.



3.6 Surface grade:

A. After demolition, excavation and backfilling activities have been completed, all disturbed surfaces shall be rough graded, prior to surface restoration, to leave no ruts, pits, piles, or ridges. If fill is required, the Contractor shall be responsible for settlement of fill over any fill areas and shall be required to repair any voids or holes that appear for a period of one year after final acceptance of work by the OWNER, at the Contractor's own expense. The cost for fill for surface grading is incidental to the project. The top of the fill shall be 6 inches below the final grade to accommodate topsoil.

B. The Contractor shall place 6 inches of topsoil throughout the site, seed a sunny grass mix approved by the OWNER, and mulch. The topsoil shall be free of stones, stumps, lumps, and similar objects larger than 2-inches in diameter and shall be raked out.

C. Finish grade shall match the pre-work grade at the off-site areas and the perimeter of the site. Grading shall be conducted as directed by the Owner/Professional.

3.7 All impacted area by site activities, including pavements; roads, vegetation, and all other disturbed or altered structures/features shall be restored to pre-work condition.

3.8 All work will be inspected and approved by City staff before back filling with final inspection conducted after final grading, seeding, and mulching is complete.

Section 4: Public Property

4.1 Public Right-of-Ways:

The entire right-of-way or easement shall be left in a finished and neat condition. Cleanup shall be considered as incidental to the completion of grading work. During construction, the graded area shall be maintained by the Contractor in such condition that it will be well drained at all times. Roadway ditches, channel changes, inlet and outlet ditches and other ditches in connection with the roadway shall be cut and maintained to the required cross section. All drainage work shall be performed in proper sequence with other operations. All ditches and channels shall be kept free of debris or obstructions.

Finish grade shall match the pre-work grade at the off-site areas and the perimeter of the site. Grading shall be conducted as directed by the Owner/Professional.

All impacted area by site activities, including pavements; roads, vegetation, and all other disturbed or altered structures/features shall be restored to pre-work condition.

4.2 Compacting:

Before placing any controlled access or public sidewalk, the surface of the existing ground shall be prepared as heretofore specified, moistened as required, and the top 6 inches (15.24cm) compacted to a density of 90 percent as prescribed by the following paragraph:

All embankments shall be compacted to a density of at least 90 percent of the maximum density for the material used as determined by ASTM D-698 and within a tolerance of minus 3 percent and plus 2 percent of the optimum moisture at maximum density as determined by the Moisture Density Curve obtained. In addition to the above required compaction, the sub-grade between lines 1 foot (30.48cm) outside of the curbs and within the top 6 inches (15.24cm) of the sub-grade shall be compacted to a density of at least 95 percent of the maximum density for material used as determined by ASTM D-698 and with a tolerance of



minus 3 percent and plus 2 percent of the optimum moisture at maximum density as determined by the Moisture Density Curve obtained.

4.3 Public Sidewalks:

At the direction of the Public Works Director, any sidewalk and or controlled access damaged during the project will be the responsibility of the contractor. The "Public" sidewalk shall be repaired or replaced to current ADA standards.

Direct any questions to Sally Burbridge, Economic Development Director, City of Salem, economic@salem-mo.com or 573-729-2428.

This document, published on August 19, 2022, supersedes all previous versions, and contains all amendments and edits.

EXHIBIT B



Missouri Certified WBE & WOSB

PROPOSAL SUBMITTED TO

DATE 9/8/2022

City of Salem, MO
400 N. Iron

JOB NAME

4 Residential Property Demos

PHONE: 573-729-4811

JOB LOCATION

Salem, MO 65560

EMAIL:

EMAIL:

We hereby submit proposal estimates for:

| DESCRIPTION | AMOUNT |
|--|------------|
| 501 S. Askins St. Demo, haul off, grading seeding. Days to complete 7 | \$5,000.00 |
| 1002 W Coffman St. Demo, haul off, grading seeding. Days to complete 7 | \$5,000.00 |
| 502 W. Dillion St. Demo, haul off, grading seeding. Days to complete 7 | \$5,000.00 |
| 803 E. Hunt St. Demo, haul off, grading seeding. Days to complete 7 | \$5,000.00 |
| <hr/> TOTAL <hr/> | |
| \$20,000.00 | |
| <i>Twenty thousand dollars</i> | |

Authorized Signature

Date

Note: This proposal may be withdrawn by us if not
accepted with in thirty days.

Cahills Construction, Inc.

Corporate Office
1420-B East State Hwy 72
Rolla, MO 65401
Ph: 573-426-5305
Fax: 573-362-3562

Construction Office
604 South Park Street
Salem, MO 65560
Ph: 573-729-4119

www.cahillsconstruction.com

Economic

From: Anita Krueger < bids@cahillsconstruction.com >
Sent: Friday, September 9, 2022 10:50 AM
To: Economic
Cc: Tonie Cahill
Subject: RE: Demolition of 4 residential properties

yes

From: Economic <economic@salemмо.com>
Sent: Friday, September 9, 2022 10:49 AM
To: Anita Krueger < bids@cahillsconstruction.com >
Subject: RE: Demolition of 4 residential properties

Anita,

I have a question regarding your bid for the Demolition project:

Does the bid include the cost of backfill of the lots after removal of structures and debris?

A quick response would be appreciated so that we may move this project forward.

Thank you!

Sally Burbridge

TEMPORARY CITY ADMINISTRATOR/
ECONOMIC DEVELOPMENT DIRECTOR



ECONOMIC DEVELOPMENT

CITY OF SALEM | DENT COUNTY

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

O 573-729-2428 C 573-453-6871

www.salemмо.com

Please take a couple of minutes and take an internet Speed Test!

Anywhere in the state of Missouri – [MO Broadband Rail Test](#)

Delta Region of Missouri – [Delta Broadband Mapping Project](#)

From: Anita Krueger < bids@cahillsconstruction.com >
Sent: Friday, September 9, 2022 7:35 AM
To: Economic <economic@salemмо.com>
Cc: Tonie Cahill < toniecahill@cahillsconstruction.com >
Subject: RE: Demolition of 4 residential properties

Please let me know if you have any questions.

Sally Burbridge

DIRECTOR



ECONOMIC DEVELOPMENT

CITY OF SALEM | DENT COUNTY

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

O 573-729-2428 C 573-453-6871

www.salemmo.com

Please take a couple of minutes and take an internet Speed Test!

Anywhere in the state of Missouri – [MO Broadband Rail Test](#)

Delta Region of Missouri – [Delta Broadband Mapping Project](#)

From: Economic

Sent: Tuesday, August 16, 2022 12:09 PM

To: Anita Krueger <bids@cahillsconstruction.com>

Subject: RE: Demolition of 4 residential properties

Hello Anita,

Please see the attached document. Bids are due September 8, 2022 by 5 pm. Bid opening is at 10 am, September 9, 2022 at the Old City Hall Council Chambers, 202 N. Washington St., Salem, MO 65560.

Let me know if you have questions!

Respectfully,

Sally Burbridge

DIRECTOR



ECONOMIC DEVELOPMENT

CITY OF SALEM | DENT COUNTY

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

O 573-729-2428 C 573-453-6871

www.salemmo.com

Please take a couple of minutes and take an internet Speed Test!

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # CAHILL9-8-22

KNOW ALL MEN BY THESE PRESENTS, that we

CAHILLS CONSTRUCTION, INC.

1420 East State Highway 72 Rolla, MO 65401

(Here insert full name, address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company

One Bala Plaza Suite 100 Bala Cynwyd, PA 19004

a corporation duly organized under the laws of the State of **PA** as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Salem

400 N Iron St Salem, MO 65560

(Here insert full name, address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**-----Dollars 5.00%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

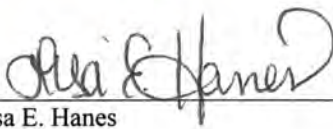
#2022-1; Demolition of 4 Residential Structures - Demo, Excavation, Haul Off, Grading, Seed and Straw

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **8th** day of **September, 2022**.


(Witness)


(Witness) Lisa E. Hanes

CAHILLS CONSTRUCTION, INC.

(Principal)


(Title)

(Seal)

Philadelphia Indemnity Insurance Company

(Surety)


(Seal)

Ralph McQuiggan, Attorney-in-Fact

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Holly Johnson, Lindsay Offermann, Ralph McQuiggan, Robert Green and Stephen McQuiggan of Assurance Brokers, Ltd. its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

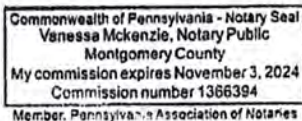
(Seal)



John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of September, 2022



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

State of Illinois
County of Madison

On this 8th day of, September 2022 before me, Holly V Johnson, a Notary Public within and for the above mentioned county, personally appeared **Ralph McQuiggan**, to me personally known, whom being by me duly sworn he is an **Attorney-In-Fact** of:

Accredited Surety and Casualty Company, Inc.
Alleghany Casualty Company
AMCO Insurance Company
American Contractors Indemnity Company
Berkley Insurance Company
Contractors Bonding and Insurance Company
Fidelity and Deposit Company of Maryland
Hudson Insurance Company
Granite Re, Inc.
Hartford Casualty Insurance Company
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Pekin Insurance Company
Philadelphia Indemnity Insurance Company
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
Western National Mutual Insurance Company
Western Surety Company

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said **Ralph McQuiggan**, acknowledged the said instrument to be the free act and deed of the said corporation.

By: **Holly V Johnson**
Notary Public

Official Seal
Holly V Johnson
Notary Public, State of Illinois
My Commission Expires **January 30, 2025**



CAHIL-2

OP ID: TB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--------------|---|
| PRODUCER Assurance Brokers Ltd. 2236 Mason Lane Ballwin, MO 63021 | 314-821-6560 | CONTACT NAME: Ralph McQuiggan PHONE (A/C, No, Ext): 314-821-6560 FAX (A/C, No): 314-821-5779 E-MAIL: ADDRESS: |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Valley Forge Insurance | | |
| INSURER B: Continental Insurance Company | | 35289 |
| INSURER C: Travelers Prop Cas Co of Amer | | 25674 |
| INSURER D: | | |
| INSURER E: Underwriters at Lloyds London | | 15792 |
| INSURER F: | | |

| COVERAGES | | CERTIFICATE NUMBER: | | REVISION NUMBER: | | | |
|---|---|--|----------|------------------------|-------------------------|-------------------------|---|
| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | 7018261768 | 02/24/2022 | 02/24/2023 | EACH OCCURRENCE \$ 1,000,000 |
| E | <input checked="" type="checkbox"/> Pollution Liab | | | ANE4717912 22 | 02/24/2022 | 02/24/2023 | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| E | <input checked="" type="checkbox"/> E&O Professional | | | ANE4717912 22 | 02/24/2022 | 02/24/2023 | MED EXP (Any one person) \$ 12,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| OTHER: | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | Poll/E&O \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | 7018261771 | 02/24/2022 | 02/24/2023 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) \$ |
| | | | | | | | BODILY INJURY (Per accident) \$ |
| | | | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | 7018261754 | 02/24/2022 | 02/24/2023 | EACH OCCURRENCE \$ 3,000,000 |
| DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | | AGGREGATE \$ 3,000,000 |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input checked="" type="checkbox"/> N | N/A | 7018261785 | 02/24/2022 | 02/24/2023 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> EQUIP & PROP | | | 7018261768 | 02/24/2022 | 02/24/2023 | Lease/Rent 347,203 |
| C | <input checked="" type="checkbox"/> Builders Risk | | | QT-660-4310B740-TIL-21 | 11/16/2021 | 11/16/2022 | Limit 2,500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

FOR INFORMATIONAL & BIDDING PURPOSES

| | |
|--|--|
| CERTIFICATE HOLDER | CANCELLATION |
| FOR INFORMATIONAL AND BIDDING PURPOSES | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Ralph McQuiggan</i> |

| Project Currently Under Construction | | | | | | |
|--|--|---|--------------|-----------------|------------------|--|
| Project | Owner | Address | Phone Number | Contract Amount | Percent Complete | |
| State Tech Utility Technician Center Phase B | State Tech | One Technology Drive Lim, MO 65051 | 573-897-5000 | \$ 4,350,000.00 | 35% | |
| New Animal Shelter Phase 1 | City of Rolla | 901 N. Elm St. Rolla, MO 65401 | 573-426-6948 | \$ 465,000.00 | 25% | |
| Complete Car Care | Complete Collision | 787 State Hwy. Z St. Robert, MO 65584 | 573-451-3042 | \$ 605,000.00 | 5% | |
| Four Rivers Community Health Services | Four River Community Health Services | no address yet St. Robert, MO 65584 | 855-581-7930 | \$ 3,000,000.00 | 5% | |
| USDA Forestry Services 10 year blmber | USDA Forest Service CSA East 13 | 4 Farm Colony Drive Warren, PA 16365 | 814-728-6242 | undetermined | awarded | |
| Curators for the University of Missouri MS & T Medium Voltage Research Lab | Curators of the University of Missouri | 901 Facilities Ave. Rolla, MO 65401 | 573-341-4207 | \$ 977,000.00 | 5% | |
| Water System Improvements Bennett Springs State Park | State of Missouri Office of Administration | 301 West High St. Jefferson City, MO 65102 | 573-751-3339 | \$ 671,000.00 | awarded | |
| Partial List of Projects Completed within last 12 years | | | | | | |
| Project | Owner | Address | Phone Number | Contract Amount | Date Complete | |
| McAlister's Deli Rolla | Turnkey Contractors | Kingshighway Rolla, MO 65401 | 573-772-5058 | \$ 1,034,000.00 | July-22 | |
| YCHC Design Build Addition | YCHC | 1081 E. 18th Street Rolla, MO 65401 | 573-426-4455 | \$ 2,100,000.00 | July-22 | |
| Curators for the University of Missouri MS&T 1600 N Pine Demo | Curators of the University of Missouri | 901 Facilities Ave. Rolla, MO 65401 | 573-341-4207 | \$ 31,000.00 | June-22 | |
| Ft. Leonard Wood Housing Demolition | Trigent Solutions | Fort Leonard Wood, MO 65473 | 703-991-4900 | \$ 475,000.00 | June-22 | |
| Doniphan Early Headstart Renovation | South Central MO Action Agency | 1 Hospital Dr. Doniphan, MO 63935 | 573-325-4255 | \$ 1,050,000.00 | July-22 | |
| Parker Fine Arts Renovation | Waynesville School District | 200 Fleetwood Drive Waynesville, MO 65583 | 573-842-2097 | \$ 3,083,338.00 | June-22 | |
| Kingsford Beale Combined Control Room | Cboxx Services | 21200 Marquis Rd 314 Belle, MO 65013 | 925-487-4176 | \$ 511,000.00 | June-22 | |
| AG-Store Building | Crawford County R-1 School District | 1444 Old Highway 66 Bourton, MO 65441 | 573-732-5615 | \$ 1,705,700.00 | October-21 | |
| St. Patrick's Hall & Classroom Renovation/Design Build | St. Patrick's Church | 17 St. Patrick's Lane Rolla, MO 65401 | 573-364-1435 | \$ 39,000.00 | August-21 | |
| Cabin #1 and Wash House | Sherwood Forest Camp | 2708 Sutton Blvd St. Louis, MO 63143 | 314-853-2763 | \$ 489,500.00 | June-21 | |
| The Skehon Renovate Paint Blast Booth & Solar Array | State of Missouri, OA | 301 West High Street Jefferson City, MO | 573-751-7831 | \$ 2,461,399.00 | June-21 | |
| FLW Demolition | U.S. Army, Fort Leonard Wood, MO | Various, Ft. Leonard Wood, MO | 432-940-5358 | \$ 465,000.00 | January-00 | |
| Houston Bath House Renovation | City of Houston MO - Heather Spolsker | 601 S. Grand Ave Houston, MO 65483 | 417-967-3348 | \$ 650,000.00 | January-00 | |
| YCHC Dental Clinic Renovations | YCHC | 1081 E. 18th Street Rolla, MO 65401 | 573-426-4455 | \$ 216,488.00 | February-21 | |
| Kenneth E Cowan Crisis Center Renovation | City of Lebanon - Jessica Meiners | 401 Jefferson Street Lebanon, MO | 417-991-3911 | \$ 1,014,769.00 | December-20 | |
| DNA Lab Expansion MSITP General HO | State of Missouri, OA - Dale Casmeyer | 301 West High Street Jefferson City, MO | 573-301-8755 | \$ 2,523,186.00 | October-20 | |
| S&T Advanced Construction and Materials Lab | Missouri S&T - Amy Willett | 120 General Service Building Rolla, MO | 573-341-7619 | \$ 5,780,000.00 | August-20 | |
| Salem Memorial District Hospital Window Replacement | Salem Memorial District Hospital | 35629 Highway 72 Salem, MO | 573-729-8063 | \$ 227,778.00 | August-20 | |
| Salem Community Center at The Armory | Salem Community Center - Sherry Len | 1200 West Rolla Street Salina, MO | 573-729-8063 | \$ 751,500.00 | January-20 | |
| Washington State Park Campground Water System | State of Missouri: OA | 730 Truman Bldg. 301 W High Street Jefferson City, MO | 573-751-2440 | \$ 397,397.11 | August-19 | |
| St. Robert Collision Center | St. Robert Collision Center - Jim Smith | 787 Hwy Z St. Robert, MO | 573-578-9666 | \$ 440,000.00 | August-19 | |
| New Fox High School Press Box | Fox C-6 School District | 745 Jelfco Blvd Arnold, MO | 636-296-8000 | \$ 289,400.00 | July-19 | |
| Festus Firehouse Remodel | City of Festus, Fire Dept | 711 West Main Street Festus, MO | 636-937-4694 | \$ 170,337.00 | May-19 | |
| Sherwood Forest Design Build Project | Sherwood Forest Health Lodge - Addie Bond | 2708 Sutton Blvd St. Louis, MO | 314-269-4495 | \$ 487,000.00 | April-19 | |
| Lebanon Freezer Addition | Lebanon R-3 School District | 224 West Commercial Street Lebanon, MO | 417-657-6001 | \$ 421,000.00 | January-19 | |
| New Gymnasium | First Baptist Church | 101 North McArthur Street Salem, MO | 573-729-4863 | \$ 292,000.00 | December-18 | |
| Steelville City Hall ADA Improvement | City of Steelville | 895 Frisco Street PO M Steelville, MO | 573-775-2815 | \$ 497,172.00 | September-18 | |
| Convey FEMA Safe Room and Kitchen Additions | Laclede County R-1 School District | 726 West Jefferson Ave Conway, MO | 417-589-2171 | \$ 2,687,616.00 | August-18 | |
| Norwood Renovation | Missouri Department of Conservation | 2901 West Truman Blvd, Jefferson City, MO | 573-751-4115 | \$ 487,200.00 | June-18 | |
| Mountain Lodge Renovation | State of Missouri | 730 Truman Bldg. 301 W High Street Jefferson City, MO | 573-751-2440 | \$ 365,147.00 | April-18 | |
| Mountain Fish Hatchery Bulk Feed Tower | Missouri Department of Conservation | 2901 West Truman Blvd, Jefferson City, MO | 573-751-4115 | \$ 651,627.00 | April-18 | |
| RMU Renovations | City of Rolla - Rolla Municipal Utilities | 102 West 9th Street Rolla, MO | 573-364-1572 | \$ 318,600.00 | August-17 | |
| New Airport Terminal Building | City of Rolla | PO Box 979 Rolla, MO | 573-426-6948 | \$ 655,600.00 | January-00 | |
| Alcona Correctional Center | State of Missouri | 301 West High Street Jefferson City, MO | 573-751-2440 | \$ 277,000.00 | June-17 | |
| DBA: Ozark Small Business Incubator | Downtown West Plains | PO Box 1194 West Plains, MO | 417-256-7176 | \$ 1,180,000.00 | May-17 | |
| New Bridge over North Merriam Street | City of St. James | 100 South Jefferson Street St. James, MO | 573-265-7143 | \$ 94,500.00 | January-17 | |
| Park Renovation Don Robinson State Park | State of Missouri | 301 West High Street Jefferson City, MO | 573-751-2440 | \$ 3,578,000.00 | November-16 | |
| Working Bay and Cold Storage Building | Missouri Department of Transportation | 830 MoDOT Drive Jefferson City, MO | 573-526-7929 | \$ 254,000.00 | September-15 | |
| Christ the King Catholic Church - Butler, MO | Diocese of Cape Girardeau/Springfield | 601 South Jefferson Ave Springfield, MO | 417-866-0841 | \$ 245,000.00 | June-15 | |
| Riverways Federal Credit Union - Salem, MO | Riverways Federal Credit Union - | 1012 Forum Drive Rolla, MO | 573-308-3113 | \$ 195,940.00 | February-15 | |
| Salem Community Center at The Armory - Phase 2 | City of Salem | 400 North Iron Street Salem, MO | 573-729-2428 | \$ 210,800.00 | August-14 | |
| Salem Maintenance Center Building Additions | Missouri Department of Conservation | 2901 West Truman Blvd, Jefferson City, MO | 573-729-2428 | \$ 177,800.00 | August-14 | |
| New Covered Storage Area AVCRAD Facility | State of Missouri - OA | 730 Truman Bldg. 301 W High Street Jefferson City, MO | 573-751-2440 | \$ 288,900.00 | July-14 | |
| Salem Community Center at The Armory - Phase 1 | City of Salem | 400 North Iron Street Salem, MO | 573-729-2428 | \$ 284,000.00 | June-14 | |



Missouri Certified WBE & WOSB

Experience:

| | |
|--------------------------------|---------------------------------------|
| Design Build | Construction Management |
| Excavation | Site Utilities |
| Concrete | Metal Roofing and Siding Installation |
| Iron Workers | Carpentry |
| Drywall and Finishing Painting | |

President

Sr. Project Manager
Project Manager
Project Manager
Project Manager
Assistant Project Manager/Engineer
Sr. Superintendent
Project Superintendent
Project Superintendent
Project Superintendent
HR/Accounting/Payroll
Contract Management
Administrative Support

Tonie Cahill

Todd Bruce
John Jones
Sherman Widener
Nick Cahill
Will Benhardt
Doug Gorman
Josh Ireland
Travis Ivicsics
Jonathan Frischknecht
Jennifer Lancaster
Judy Morrow
Anita Krueger

15 years Business Management and Financial Reporting

30 years Construction Management
10 years Construction Management
25 years Project Estimating, Material Take off and management
15 years Project Management
1 year Assisting Project Managers
20 years Superintendent, Supervisory Foreman, Journeyman
15 years Superintendent, Supervisory Foreman
10 years Journeyman, Supervisory Foreman, Superintendent
10 years Journeyman, Supervisory Foreman, Superintendent
20 years HR, Accounting, Payroll, Administration
25 years Administration Contract Management
10 years Administrative Support (Admin. Assisting, Contracts)

Additional Crew:

5 Journeymen/Foreman, Lead
12 Tradesmen

Supplier/Credit References:

| Company | Contact | Telephone | Email |
|------------------------|-------------------|--------------|--|
| Ozark Ready Mix | Kathy Holcomb | 573-348-1181 | kholcomb@ozarkreadymix.com |
| NuWay Concrete | Melody Brenneisen | 314-544-1214 | creditmanager@nuwayinc.com |
| Comarco St. Louis Inc. | Jen McBride | 636-305-0520 | jmcbride@comarcostl.com |

Owner/Architect References:

| Company | Contact | Telephone | Email |
|----------------------------|-----------------|--------------|--|
| City of Lebanon | Mike Schumaler | 417-991-2301 | |
| Conway High School | Mark Hedger | 417-589-2951 | |
| Waynesville R-VI Schools | Billy Cobb | 573-774-6169 | bcobb@waynesville.k12.mo.us |
| Four Rivers Community H.C. | Stuart Gipson | 417-576-7273 | sgipson@fourrivers.org |
| Town & Country Bank | Doug Barnes | 573-729-3155 | dbarnes@tcbanks.com |
| Assurance Brokers | Ralph McQuiggan | 314-821-6560 | ralph@assurancebrokers.com |

Cahills Construction, Inc.

Corporate Office
1420 East State Hwy 72
Rolla, MO 65401
Ph: 573-426-5305
Fax: 573-362-3562

Construction Office
604 South Park Street
Salem, MO 65560
Ph: 573-729-4119
Fax: 573-362-3562

www.cahillsconstruction.com



Missouri Certified WBE & WOSB

PRIMARY WORK or CSI CODES: Carpentry, Commercial, Concrete, Framing, Siding, Roofing, Electrical & Plumbing

| Contact Name: | Title | Direct Telephone Number | E-mail Address |
|---------------|-----------|-------------------------|--|
| Tonie Cahill | President | 573-426-5305 | toniecahill@cahillsconstruction.com |

| | | | |
|--|----------------------------|------------------------|--------------------|
| Bonding: Is your firm bondable? | Yes | Bonding Limits: | No specific limits |
| Surety Company | Philadelphia Insurance Co. | Value Presently Bonded | Apprx. \$20M |
| Company | Assurance Brokers | Bonding Aggregate: | Apprx: \$35M |

Insurance: Assurance Brokers
Ballwin, MO
Agent: Ralph McQuiggan Office 314-821-6560/Fax 314-821-5779

Worker's Compensation Experience Modification Rate for the last three (3) years: 2021 .79
2020 .78
2019 .78

Have you had any OSHA fines within the last 3 years? **NO**
Have you had any jobsite fatalities within the last 3 years? **NO**

General: Is your firm in compliance with EEO Requirements? **YES**

Is your firm qualified with any of the following:

- | | |
|-----------------------------------|------------|
| • Small Business | YES |
| • Small Disadvantaged Business | NO |
| • Women Owned Business Enterprise | YES |
| • HUB zone Small Business | NO |
| • Veteran Owned Small Business | NO |

Military Experience:

Has your company ever worked on a Military base? **YES** Fort Leonard Wood, MO, MO National Guard – Jefferson City, MO
Has your company ever worked on a Military Housing Project? **YES** AVCRAD – Springfield, MO

Cahills Construction, Inc.

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1420 East State Hwy 72
Rolla, MO 65401
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Fax: 573-362-3562

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Salem, MO 65560
Ph: 573-729-4119
Fax: 573-362-3562

www.cahillsconstruction.com



PHILADELPHIA INSURANCE COMPANIES

A Member of the Tokio Marine Group

January 25, 2022

TO Whom I May Concern:

Re: Cahills Construction, Inc.- Letter of Capacity

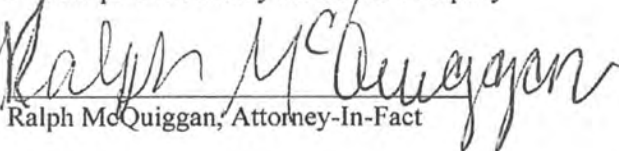
We are pleased to advise you that Cahills Construction, Inc. is currently bonded by Philadelphia Indemnity Insurance Company, and is in good standing.

Philadelphia Indemnity Insurance Company has established a surety program for Cahills Construction, Inc with support for individual projects of \$15,000,000 and an aggregate backlog of \$30,000,000. We hold Cahills Construction, Inc. and its management team in high regard, and recommend them without hesitation.

Philadelphia Indemnity Insurance Company is rated by A.M. Best as "A++" (Superior) and "XV" financial size. Philadelphia Indemnity Insurance Company is admitted to conduct Surety business throughout the United States with an underwriting limitation of \$227,150,000 assigned by the US Department of the Treasury.

We will consider specific requests for surety bonds based on our underwriting at the time of the request. Our evaluation includes our satisfactory review of contract terms and conditions and bond forms, verification of project financing, appropriate financial information as well as other underwriting conditions which may exist at the time of the request. Any request for bonds is a matter between Cahills Construction, Inc. and Philadelphia Indemnity Insurance Company, and Philadelphia Indemnity Insurance Company assumes no liability to any party by providing this letter.

Philadelphia Indemnity Insurance Company


Ralph McQuiggan, Attorney-In-Fact



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: CAHILL CONSTRUCTION INC

Risk ID: 240862026

Rating Effective Date: 02/24/2022

Production Date: 10/12/2021

State: MISSOURI

| State | Wt | Exp Excess Losses | Expected Losses | Exp Prim Losses | Act Exc Losses | Ballast | Act Inc Losses | Act Prim Losses |
|--------|--------|-------------------------------|---------------------|---------------------|----------------------------|-------------|--------------------|---------------------|
| MO-A | .09 | 44,057 | 60,232 | 16,175 | 0 | 36,125 | 7,400 | 7,400 |
| (A) Wt | (B) Wt | (C) Exp Excess Losses (D - E) | (D) Expected Losses | (E) Exp Prim Losses | (F) Act Exc Losses (H - I) | (G) Ballast | (H) Act Inc Losses | (I) Act Prim Losses |
| .09 | | 44,057 | 60,232 | 16,175 | 0 | 36,125 | 5,730 | 5,730 |

| | Primary Losses | Stabilizing Value | Ratable Excess | Totals |
|----------|----------------|-----------------------------|--------------------|------------------|
| Actual | (I) 5,730 | $C * (1 - A) + G$ 76,217 | (A) * (F) 0 | (J) 81,947 |
| Expected | (E) 16,175 | $C * (1 - A) + G$ 76,217 | (A) * (C) 3,965 | (K) 96,357 |
| | ARAP | FLARAP | SARAP | MAARAP |
| Factors | 1.00 | | | (J) / (K) .85 |

REVISED RATING

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

REVISED RATING TO INCLUDE UPDATED DATA FOR: MO, POL. #: WC00005699, EFF.: 02/24/2020

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WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: CAHILL CONSTRUCTION INC

Risk ID: 240862026

Rating Effective Date: 02/24/2022

Production Date: 10/12/2021

State: MISSOURI

24-MISSOURI

Firm ID: A

Firm Name: CAHILL CONSTRUCTION INC

Carrier: 24759

Policy No. AVWCMO2677952018

Eff Date: 02/24/2018

Exp Date: 02/24/2019

| Code | ELR | D-Ratio | Payroll | Expected Losses | Exp Prim Losses | Claim Data | IJ | OF | Act Inc Losses | Act Prim Losses |
|----------------------|-------------------|---------|------------------|-------------------------|-----------------|------------------------------|----|----|----------------|-----------------|
| 3724 | 1.90 | .24 | 8,180 | 155 | 37 | 201945864 | 06 | F | 2,386 | 2,386 |
| 5022 | 3.41 | .24 | 13,441 | 458 | 110 | | | | | |
| 5102 | 2.97 | .27 | 6,838 | 203 | 55 | | | | | |
| 5183 | 1.56 | .27 | 3,887 | 61 | 16 | | | | | |
| 5190 | 1.40 | .27 | 534 | 7 | 2 | | | | | |
| 5221 | 2.40 | .27 | 14,505 | 348 | 94 | | | | | |
| 5403 | 2.85 | .27 | 788,436 | 22,470 | 6,067 | | | | | |
| 5474 | 2.74 | .24 | 8,638 | 237 | 57 | | | | | |
| 5478 | 2.41 | .27 | 8,717 | 210 | 57 | | | | | |
| 5606 | .64 | .24 | 41,223 | 264 | 63 | | | | | |
| 6217 | 1.65 | .24 | 10,749 | 177 | 42 | | | | | |
| 8227 | 1.79 | .27 | 23,027 | 412 | 111 | | | | | |
| 8810 | .09 | .39 | 274,848 | 247 | 96 | | | | | |
| 9812 | EMPLOYERS LIABILT | | | 0 | 0 | | | | | |
| Policy Total: | | | 1,203,023 | Subject Premium: | 78,728 | Total Act Inc Losses: | | | 2,386 | |

24-MISSOURI

Firm ID: A

Firm Name: CAHILL CONSTRUCTION INC

Carrier: 24759

Policy No. AVWCMO2774872019

Eff Date: 02/24/2019

Exp Date: 02/24/2020

| Code | ELR | D-Ratio | Payroll | Expected Losses | Exp Prim Losses | Claim Data | IJ | OF | Act Inc Losses | Act Prim Losses |
|----------------------|-------------------|---------|----------------|-------------------------|-----------------|------------------------------|----|----|----------------|-----------------|
| 5022 | 3.41 | .24 | 10,911 | 372 | 89 | | | | | |
| 5040 | 4.97 | .24 | 58,732 | 2,919 | 701 | | | | | |
| 5183 | 1.56 | .27 | 15,989 | 249 | 67 | | | | | |
| 5403 | 2.85 | .27 | 446,450 | 12,724 | 3,435 | | | | | |
| 5474 | 2.74 | .24 | 4,129 | 113 | 27 | | | | | |
| 5478 | 2.41 | .27 | 10,750 | 259 | 70 | | | | | |
| 5535 | 3.03 | .24 | 14,728 | 446 | 107 | | | | | |
| 5551 | 7.23 | .24 | 2,436 | 176 | 42 | | | | | |
| 6217 | 1.65 | .24 | 10,800 | 178 | 43 | | | | | |
| 8227 | 1.79 | .27 | 15,532 | 278 | 75 | | | | | |
| 8810 | .09 | .39 | 226,973 | 204 | 80 | | | | | |
| 9812 | EMPLOYERS LIABILT | | | 0 | 0 | | | | | |
| Policy Total: | | | 817,430 | Subject Premium: | 60,702 | Total Act Inc Losses: | | | 0 | |

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* Total by Policy Year of all cases \$2000 or less.
C Catastrophic Loss

D Disease Loss
E Employers Liability Loss

X Ex-Medical Coverage
Limited Loss

U USL&HW



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: CAHILL CONSTRUCTION INC

Risk ID: 240862026

Rating Effective Date: 02/24/2022

Production Date: 10/12/2021

State: MISSOURI

24-MISSOURI

Firm ID: A

Firm Name: CAHILL CONSTRUCTION INC

Carrier: 24570

Policy No. WC00005699

Eff Date: 02/24/2020

Exp Date: 02/24/2021

| Code | ELR | D-Ratio | Payroll | Expected Losses | Exp Prim Losses | Claim Data | IJ | OF | Act Inc Losses | Act Prim Losses | |
|---------------|--------------------|---------|---------|-----------------|------------------|------------|----|----|----------------|-----------------------|-------|
| 3724 | 1.90 | .24 | 14,147 | 269 | 65 | C00281192 | 05 | F | 5,014 | 5,014 | |
| 5183 | 1.56 | .27 | 2,295 | 36 | 10 | | | | | | |
| 5190 | 1.40 | .27 | 287 | 4 | 1 | | | | | | |
| 5221 | 2.40 | .27 | 23,876 | 573 | 155 | | | | | | |
| 5403 | 2.85 | .27 | 543,055 | 15,477 | 4,179 | | | | | | |
| 5474 | 2.74 | .24 | 1,426 | 39 | 9 | | | | | | |
| 6217 | 1.65 | .24 | 5,954 | 98 | 24 | | | | | | |
| 8227 | 1.79 | .27 | 15,196 | 272 | 73 | | | | | | |
| 8810 | .09 | .39 | 330,458 | 297 | 116 | | | | | | |
| 9812 | EMPLOYERS LIABILIT | | | 0 | 0 | | | | | | |
| Policy Total: | | | | 936,694 | Subject Premium: | 43,760 | | | | Total Act Inc Losses: | 5,014 |

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Summary of Work-Related Injuries and Illnesses



All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|------------------------|--|--|--|
| 0 (G) | 0 (H) | 0 (I) | 0 (J) |

Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|-------------------------------------|---|
| 0 (K) | 0 (L) |

Injury and Illness Types

| Total number of... | (M) | (N) | (O) | (P) | (Q) |
|----------------------------|-----|-----|-----|-------------------------|-----|
| (1) Injuries | | 0 | | (4) Poisonings | 0 |
| (2) Skin disorders | | 0 | | (5) Hearing loss | 0 |
| (3) Respiratory conditions | | 0 | | (6) All other illnesses | 0 |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20210. Do not send the completed form to this office.

Establishment Information

Your establishment name Cabells Construction, Inc.
 Street 604 S. Park
 City Salem State MO ZIP 65560

Industry description (e.g., *Manufacture of motor truck trailers*)
General Contractor
 Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
 North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment Information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 32
 Total hours worked by all employees last year 26,442

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

John O. O'Connell President
 Title
 (573) 729-4119 Date 1/7 19
 Phone

Summary of Work-Related Injuries and Illnesses

Year 20 19



U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0076

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|------------------------|--|--|--|
| 0 | 0 | 0 | 0 |
| (G) | (H) | (I) | (J) |

Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|-------------------------------------|---|
| 0 | 0 |
| (K) | (L) |

Injury and Illness Types

| Total number of ... | (1) Injuries | (2) Skin disorders | (3) Respiratory conditions | (4) Poisonings | (5) Hearing loss | (6) All other illnesses |
|---------------------|--------------|--------------------|----------------------------|----------------|------------------|-------------------------|
| (M) | 0 | 0 | 0 | 0 | 0 | 0 |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503. Do not send the completed forms to this office.

Establishment information

Your establishment name Cahills Construction, Inc.
Street 604 S. Park
City Salem State MO ZIP 65560
Industry description (e.g., *Manufacture of motor truck trailers*)
General Contractor
Standard Industrial Classification (SIC), if known (e.g., 3715)

OR
North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 6 2 2 0

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 32
Total hours worked by all employees last year 29,110.75

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] President
Title
Phone (573) 729-4119 Date 1 / 13 / 20

Summary of Work-Related Injuries and Illnesses



Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. E28-0126

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|------------------------|--|--|--|
| 0 | 1 | 1 | 0 |
| (G) | (H) | (I) | (J) |

Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|-------------------------------------|---|
| 1 | 1 |
| (K) | (L) |

Injury and Illness Types

| Total number of ... | | | |
|----------------------------|-----|-------------------------|---|
| (1) Injuries | - 1 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-1644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Cahills Construction, Inc.
Street 604 S. Park
City Salem State MO ZIP 65560

Industry description (e.g., *Manufacture of motor truck trailers*)

General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information (If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 32
Total hours worked by all employees last year 30579

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate and complete.

John O'Leary President
Company name, title, and date
(573) 729-4119 11.21
Phone Date

Summary of Work-Related Injuries and Illnesses



U.S. Department of Labor
Occupational Safety and Health Administration

Year 20

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|------------------------|--|--|--|
| 0 (G) | 0 (H) | 0 (I) | 0 (J) |

Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|-------------------------------------|---|
| 0 (K) | 0 (L) |

Injury and Illness Types

| Total number of . . . | (1) Injuries | (2) Skin disorders | (3) Respiratory conditions | (4) Poisonings | (5) Hearing loss | (6) All other illnesses |
|-----------------------|--------------|--------------------|----------------------------|----------------|------------------|-------------------------|
| (M) | 0 | 0 | 0 | 0 | 0 | 0 |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 38 minutes per response, including time to review the instructions, search the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, contact: U.S. Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed form to this office.

Establishment information

Your establishment name Cabills Construction, Inc.
Street 604 S. Park
City Salem State MO ZIP 65560

Industry description (e.g., *Manufacture of motor truck trailers*)

General Contractor

Standard Industrial Classification (SIC), if known (e.g., 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)

2 3 6 2 2 0

Employment information (If you don't have these figures, use the Worksheet on the back of this page to estimate.)

Annual average number of employees 32
Total hours worked by all employees last year 18,099

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature] Title President
Company name Cabills Construction
Phone (573) 729-4119 Date 1/19/2022

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OSHA no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name
Cahills Construction, Inc.

City
Salem

State
MO

Identify the person

Describe the case

Classify the case

Enter the number of days the injured or ill worker was:

Check the "injury" column or choose one type of illness:

(F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch)

(E) Where the event occurred (e.g., Loading dock north end)

(D) Date of injury or onset of illness

(C) Job title (e.g., Welder)

(B) Employee's name

(A) Case no.

(G) Death

(H) Days away from work

(I) Job transfer or restriction

(J) Other recordable cases

(K) 2 days

(L) 15 days

(M) Injury

(1) (2) (3) (4) (5) (6)

(7) (8) (9) (10) (11) (12)

(13) (14) (15) (16) (17) (18)

(19) (20) (21) (22) (23) (24)

(25) (26) (27) (28) (29) (30)

Cut the back of knuckle on metal stud

Jobsite/Outside

8 / 18

Carpenter

Frederick McDaniel

Page totals

The sum as transfer these totals to the Summary page from 300a below you post it

Page 1 of 1

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspect of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

WOSB/EDWOSB Annual Update

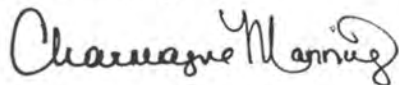
Date of Annual Update: November 9, 2021
Date of Original Certification: September 11, 2020
Company Name: Cahills Construction, Inc.
DBA: N/A
DUNS / Government #: 146902817
Majority Owner: Tonie Cahill
Certification Type: WOSB

The U.S. Women's Chamber of Commerce (USWCC) confirms the above-named firm has completed the annual attestation required to meet the Women-Owned Small Business program requirements set forth in 13 CFR 127. In order to continue identification as an EDWOSB or WOSB in the System for Award Management (SAM) database, this "WOSB/EDWOSB Annual Update" document must be submitted to the U.S. Small Business Administration using the beta.Certify.sba.gov Dashboard within 30 days of the anniversary date of the original certification. Additionally, firms must undergo a program examination every three years.

If there is a change in SBA's regulations that makes the WOSB or EDWOSB ineligible or if there is a change in the WOSB or EDWOSB that makes the WOSB or EDWOSB ineligible, this firm's WOSB or EDWOSB Certification is immediately invalid.

The above name firm must promptly inform the U.S. Women's Chamber of Commerce and SBA of any changed circumstances, including a change in SBA's regulation or a change in the WOSB or EDWOSB, that could make the WOSB or EDWOSB ineligible for the WOSB program or of any intended changes that may affect certification in the future. Upon such notice, the U.S. Women's Chamber of Commerce will consider whether such changed circumstances are grounds for withdrawal of this certification award. Failure to inform the USWCC of any such changed circumstances constitutes good cause for which the certification may be withdrawn or grounds for decline of the application for certification. The WOSB or EDWOSB must not misrepresent its certification status to any other party, including any local or State government or contracting official or the Federal government or any of its contracting officials.

Authorized by,



Charmagne Manning, President
U.S. Women's Chamber of Commerce



U.S. Small Business
Administration

www.sba.gov/wosbready

Women Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

2/1/2022

Tonie Cahill
CAHILLS CONSTRUCTION, INC.
604 SOUTH PARK STREET
SALEM, MO 65560

Dear Tonie Cahill:

Congratulations! Your firm has been certified as a Women-Owned Small Business (WOSB) by the U.S. Small Business Administration (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

Your firm's WOSB Program anniversary date is **9/11/2022** to align with your SBA approved Third-Party Certifier certification.

In order to maintain your certification, your firm is required to annually attest to meeting the WOSB Program requirements set forth in 13 CFR Part 127. This annual attestation must be submitted within 30 days of the anniversary date of your certification. Additionally, your firm must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB certification are available at 13 CFR 127.400 and at <https://beta.Certify.sba.gov>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility in accordance with 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile within beta.Certify.sba.gov. Your firm must not misrepresent its WOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified WOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.

- WOSB website: For specific resources on government contracting and the WOSB Federal Contracting Program, please visit: <https://www.sba.gov/wosbready>.

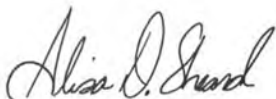
As a WOSB certified firm in the WOSB Federal Contracting Program, **you CAN** use the WOSB Icon on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, whether paid or public service announcement (PSA), traditional or digital. The following are instructions to access your digital icon:

1. Visit the following link: <https://www.sba.gov/brand/for-partners/resource-partners-grantees/>;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <https://beta.certify.sba.gov/help> or check the SBA web site, www.sba.gov/wosbready.

Wishing you much success!

Sincerely,



Alisa Sheard
Acting Deputy Director
Office of Government Contracting

STATE OF MISSOURI



John R. Ashcroft
Secretary of State

CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

Cahills Construction, Inc.
00648794

was created under the laws of this State on the 23rd day of March, 2005, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 9th day of January, 2019.


Secretary of State



Certification Number: CERT-01092019-0073

State of Missouri



Robin Carnahan
Secretary of State

CERTIFICATE OF INCORPORATION

WHEREAS, Articles of Incorporation of

Cahills Construction, Inc.
00648794

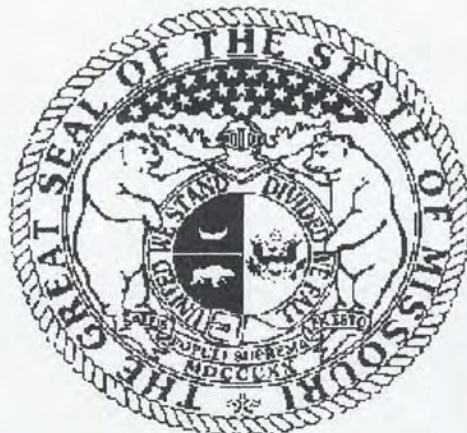
have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of General and Business Corporation Law.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the General and Business Corporation Law.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 23rd day of March, 2005.

Robin Carnahan

Secretary of State



Sarah H. Steelman
Commissioner



Corey D. Bolton
Director

STATE OF MISSOURI
OFFICE OF ADMINISTRATION
OFFICE OF EQUAL OPPORTUNITY

THIS CERTIFIES THAT

Cahills Construction, Inc.

Qualifies as a Woman-Owned Business Enterprise which has met the eligibility criteria established by the State of Missouri, Office of Administration.

Corey D. Bolton, Director, Office of Equal Opportunity

| | | |
|----------------------------|--------------------------|-------------------------------|
| Certification Number: 3776 | Date of Issue: 6/11/2021 | Date of Expiration: 6/11/2024 |
|----------------------------|--------------------------|-------------------------------|

- ❖ Date of Expiration is only valid with completion of Annual Update / Recertification prior to the anniversary date.
- ❖ Current certification status of the above mentioned firm can be verified on the Office of Equal Opportunity Directory's website at: <https://apps1.mo.gov/MWB/CertifiedFirms/>

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the CAHILLS CONSTRUCTION INC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

Company ID Number: 196226

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status

(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

Company ID Number: 196226

reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
 - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
 - ii. The employee's work authorization has not expired, and
 - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
 - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
 - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
 - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

Company ID Number: 196226

Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

Company ID Number: 196226

Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 196226

Approved by:

| | |
|---|---------------------------|
| Employer CAHILLS CONSTRUCTION INC | |
| Name (Please Type or Print) JOSEPH W TODD | Title |
| Signature Electronically Signed | Date 03/09/2009 |
| Department of Homeland Security – Verification Division | |
| Name (Please Type or Print) USCIS Verification Division | Title |
| Signature Electronically Signed | Date 03/09/2009 |

Company ID Number: 196226

Information Required for the E-Verify Program

Information relating to your Company:

| | |
|---|---------------------------------|
| Company Name | CAHILLS CONSTRUCTION INC |
| Company Facility Address | 604 S PARK SALEM, MO 65560 |
| Company Alternate Address | P.O. BOX 292 SALEM, MO 65560 |
| County or Parish | DENT |
| Employer Identification Number | 861134982 |
| North American Industry Classification Systems Code | 236 |
| Parent Company | CAHILLS CONSTRUCTION INC |
| Number of Employees | 20 to 99 |
| Number of Sites Verified for | 1 |

Company ID Number: 196226

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MISSOURI

1 site(s)

Company ID Number: 196226

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name TONIE D CAHILL
Phone Number (573) 426 - 5305 ext. 205
Fax Number (573) 362 - 3562
Email Address toniecahill@cahillsconstruction.com

Name Jennifer L Lancaster
Phone Number (573) 729 - 4119
Fax Number (573) 729 - 4527
Email Address jennifer@cahillsconstruction.com

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Staff Summary Report

| | |
|-----------------------------|--|
| MEETING DATE: | September 15, 2022 |
| AGENDA ITEM: | VII Reading of Bills and Resolutions (D-G) |
| AGENDA TITLE: | Voluntary Residential Demolition Program |
| ACTION REQUESTED BY: | Economic Development Director |
| ACTIONS REQUESTED: | Approval of Demolition Contracts – 4 total |
| SUMMARY BY: | Sally Burbridge |

PROJECT DESCRIPTION / FACTS

- The Board of Aldermen approved the Voluntary Residential Demolition Program at the January 18, 2021 Board meeting. Original Program Summary is attached.

The intent of the program is to provide “an incentive to beautify the community through a sponsored residential demolition program”. The Program was approved with two options: the 50/50 Cost Split between the Property Owner and the City; AND the 100% Cost Coverage by the City in exchange for donation of property to the City of Salem.

The four Property Owner contracts presented are all for the 50/50 cost split option. Assuming approval of these and the demolition contract on this agenda, this means the City of Salem will be receiving, prior to the actual demolition of respective structures, a combined total of \$10,000.00.

Nash 50% to the City = \$2,500.00

Four Rivers Community Health Center 50% to the City = \$2,500.00

Odom 50% to the City = \$2,500.00

Salem Housing Authority 50% to the City = \$2,500.00

Property Owners have agreed by these contracts to pay ½ the cost for the demolition of their property prior to the actual demolition.

PROCUREMENT

Request for Bids were advertised in The Salem News and available on our website.

Bids were due to the City Clerk 9/8/2022 by 5 pm and were opened 9/9/2022 at 10 am.

3 bids were received.

FISCAL IMPACTS

A \$60,000 Capital Improvement line item: 301-510-71100 Dangerous Structure Remediation was included in the 2023 FY Budget.

A total of \$20,000.00 will be expensed to line item 301-510-71100 Dangerous Structure Remediation as noted above. There have been no expenses charged to this line item to date.

-
- SUPPORT DOCUMENTS:**
1. Program Summary as presented and approved at January 18, 2021 Alderman meeting
 2. 4 Property Owner Contracts:
 - a. Shirley Nash, 803 E. Hunt St. contract
 - b. Four Rivers CHC, 502 W. Dillon St. contract
 - c. Sherman Odom, 1002 W. Coffman St.
 - d. Salem Housing Authority, 501 S. Askins St.
-

DEPARTMENT'S RECOMMENDED MOTION: SEPARATE MOTION FOR EACH CONTRACT
Move to Approve the Contract between [insert name from above list] and the City of Salem for the demolition of the property at [insert address] for the sum of \$2,500.00.

Staff Summary Report

| | |
|-----------------------------|--|
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Salem's Voluntary Residential Demolition Program

Purpose of Program - The City desires to offer residents an incentive to beautify the community through a sponsored residential demolition program. The program will not only beautify the community, but it will also increase adjacent property values; any new construction as a result of the program will add revenues to the City and County budgets through increased property taxes, it will promote a sense of pride in community for residents and make the City of Salem a more appealing choice when individuals are home shopping. This program should also reduce the number of properties that need to be dealt with through Nuisance, Building and Maintenance, Code Enforcement and due process.

Options

1. 50/50 Demolition Program – the City covers 50% of the cost of demolition – To use this program the owner must voluntarily approach the city and request the program. The owner must then pay their portion of the demolition costs no less than 15 days prior to the demolition taking place. The owner and City official will sign the 50/50 agreement and it will remain on file with the City.
2. 100 % Demolition Program – the City covers 100% of the cost of demolition - For the City to cover 100% of demolition costs, the owner would sign over the property and all rights to the City of Salem. This could be accomplished through a Warranty Deed. Any outstanding fines, fees or citations from the City of Salem, for weeds, grass, junk, or other Nuisances would be waived upon transfer of property. The City cannot enter into this agreement for properties that have outstanding liens against the property. Properties acquired through the 100% program would then be assessed for one of the following future uses:
 - a. The property may become green open/park space, at the City's option. This would require a commitment on behalf of the City to maintain such spaces. If strategically located, such parcels could be stopping points along community trail systems (think of sidewalks as alternative transportation ways through the City) promoting healthier lifestyles and could enhance the trail efforts in the community.
 - b. The property may be used to partner with the Salem R-80, Construction Trades program to construct new housing.
 - c. The property may be sold via sealed bids. The sales agreement would include a stipulation requiring the purchaser to begin construction on a single-family, site-built home within 3 years of purchase.

This program was modeled upon one in use by Cameron, MO. Cameron's Demolition program won an award through the Missouri Municipal League this past year. While not identical, Salem's proposed program follows most of the same parameters except for not requiring the 50% demolition cost share option to rebuild. The policy pieces before you reflect a desire to clean up the community and allow adjacent property owners to incorporate the cleaned property into their yards and for those not adjacent, to simply maintain a clean property. The other difference

is the option on behalf of the City to retain properties acquired through the 100% option for community greenspace or future partnerships with the Salem R-80, Construction Trades program for construction of housing.

The City of Cameron's program, In the first 3 years demolished 20 homes through the voluntary program, 16 as 50% splits with owners and the remaining 4 at 100% City cost with acquisition of the properties followed by sale per sealed bid. To date they have had no issues with purchasers beginning construction on-time.

RESOLUTION NO. 27-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE "CITY") AND SHIRLEY NASH (THE "PROPERTY OWNER").

WHEREAS, the City of Salem, Missouri desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) upon property located at **803 E Hunt**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as "Subject Property".

WHEREAS, the Property owner being the owner of the land and all buildings(s) and/or structure(s) located at the Subject Property realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;

WHEREAS, the Property Owner hereby authorizes the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;

WHEREAS, the Property Owner authorizes the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property and dispose of all resulting demolition debris;

WHEREAS, the Property Owner hereby agree that the cost of the demolition of the buildings(s) and/or structures(s) determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City as set forth in the 50/50 Demolition Program Agreement attached hereto as EXHIBIT B;

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

Section 1.

The City of Salem, Missouri desires to enter into an agreement with the Property owner for the removal of building(s) and/or structure(s) located upon the Subject Property, in exchange for Two thousand, five hundred (\$2,500.00) dollars and other valuable consideration, as set forth in EXHIBIT B 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 15TH DAY OF
SEPTEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A

Recorded in Dent County, Missouri



Recording Date/Time: 11/10/2021 at 08:44:30 AM
Instr #: 20212572

Type: WD
Pages: 2
Fee: \$27.00 & 20210002240



Missouri Warranty Deed

This Indenture, made on the 11th day of November, A. D. Two Thousand and Twenty One by and between **TOMMY HAYES, a single person, Grantor** of the County of Dent, State of Missouri, party of the first part, and **SHIRLEY NASH, Grantee** of the County of Dent, State of Missouri, party of the second part, whose mailing address is :
805 E. Hunt St., Salem, MO 65560

WITNESSETH: THAT THE SAID PARTY OF THE FIRST PART, in consideration of the sum of Ten and No/100 DOLLARS and other valuable consideration to him paid by the said party of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, her heirs and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Dent, State of Missouri, to-wit:

The Easterly Twenty (20) feet of Lot Twenty-three (23) and Twenty-four (24), Block Five (5) of Hayes Addition to the City of Salem, Missouri.

EXCEPTING THEREFROM, the Southern Fifty (50) feet thereof.
(D.F.)

This deed has been prepared without benefit of title examination or title opinion.**

TO HAVE AND TO HOLD said premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto her heirs and assigns forever; the said **TOMMY HAYES, a single person**, hereby covenanting that he is lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that he has good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by him or those under whom he claims; and that he will warrant and defend the title to the said premises unto the said party of the second part and unto her heirs and assigns forever, against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the said party of the first part have hereunto set his hand the day and year shown on his acknowledgment attached hereto.

Tommy Hayes
TOMMY HAYES

STATE OF MISSOURI)
COUNTY OF DENT) SS.

On this 9th day of November, 2021, before me, a Notary Public, personally appeared **TOMMY HAYES, a single person**, known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Salem, Dent County, Missouri the day and year last above written.

C Brett Capps
Notary Public

My Commission Expires: May 16, 2025



EXHIBIT B

50/50 DEMOLITION PROGRAM AGREEMENT

This agreement entered into this **15th day of September, 2022**, between The City of Salem, Missouri, a duly organized municipal corporation, hereinafter referred to as "City", and **Shirley Nash**, hereinafter referred to as the "Property Owner":

- I. Whereas, I, Property Owner, desire to enter into an agreement with the City for the removal of building(s) and/or structure(s) upon my property, located at **803 E. Hunt St.**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as "Subject Property", do hereby state the following:
 - a. I, Property Owner, being the owner of the land and all building(s) and/or structures located at the Subject Property, realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;
 - b. I, Property Owner, hereby authorize the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;
 - c. I, Property Owner, further authorize the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property, and to dispose of all resulting demolition debris;
 - d. I, Property Owner, have full power, authority and legal right to execute, deliver, and perform all of my obligations under this agreement, including the authority to authorize the demolition of any and all building(s) and/or structure(s) located upon the Subject Property;
 - e. I, Property Owner, further hereby release the City from any and all claims, demands or actions for damages for any and all personal injuries, loss, or damages of any kind that are sustained in or growing out of said demolition, and from complications arising therefrom;
 - f. I, Property Owner, hereby agree that the cost of the demolition of the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by myself and the City. I further agree that I shall pay to the City my portion of the cost of demolition no less than fifteen (15) days prior to any scheduled demolition.
 - g. I, Property Owner, understand that any failure to pay the City my portion of the cost of demolition, as agreed upon above, shall be considered a material breach of this agreement and will release the City from any and all obligations to demolish any and all building(s) and/or structure(s) upon the Subject Property, and I will be responsible for all expenses incurred by the City in preparation for demolition upon the Subject Property.
 - h. I, Property Owner, further understand that should I fail to fulfill any of my obligations under this agreement, I will be responsible for all costs and expenses incurred by the City as a result of this agreement and any breach thereof.
 - i. I, Property Owner, further agree to comply with the City's codes relating to property maintenance and nuisance, and if I fail to comply with the City's codes relating to property maintenance and nuisance upon the Subject Property after demolition has occurred, I will refund to the City their entire portion of the cost of any demolition that has occurred under this agreement, to be paid to the City within sixty (60) days of receipt of a written demand from the City.

2. Whereas, the City, desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) located upon the Subject Property, and in exchange for two thousand, five hundred dollars (\$2,500.00) and other valuable consideration, the City hereby agrees to the following:
 - a. To contract for or perform all inspections necessary for the demolition of any and all building(s) and/or structure(s) located upon the Subject Property, and to schedule the demolition of any and all building(s) and/or structure(s) determined by the City to need demolished that are located thereon;
 - b. To contract for or demolish any and all building(s) and/or structure(s) located upon the Subject Property that are determined by the City to need demolished, and to dispose of all resulting demolition debris; and
 - c. The cost to demolish the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City.
3. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
4. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
5. This agreement may be modified by subsequent agreement of the parties, but such modification shall be in writing and signed by both parties.

I HAVE FULLY READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS 16th DAY OF August 2021.

Property Owner

Date

City Official

Date

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 202__.

Notary Public

MY COMMISSION EXPIRES:

RESOLUTION NO. 28-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE "CITY") AND FOUR RIVERS COMMUNITY HEALTH CENTER (THE "PROPERTY OWNER").

WHEREAS, the City of Salem, Missouri desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) upon property located at **502 W. Dillon**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as "Subject Property".

WHEREAS, the Property owner being the owner of the land and all buildings(s) and/or structure(s) located at the Subject Property realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;

WHEREAS, the Property Owner hereby authorizes the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;

WHEREAS, the Property Owner authorizes the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property and dispose of all resulting demolition debris;

WHEREAS, the Property Owner hereby agree that the cost of the demolition of the buildings(s) and/or structures(s) determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City as set forth in the 50/50 Demolition Program Agreement attached hereto as EXHIBIT B;

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

Section 1.

The City of Salem, Missouri desires to enter into an agreement with the Property owner for the removal of building(s) and/or structure(s) located upon the Subject Property, in exchange for Two thousand, five hundred (\$2,500.00) dollars and other valuable consideration, as set forth in EXHIBIT B 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 15TH DAY OF
SEPTEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A

Recorded In Dent County, Missouri



Recording Date/Time: 07/08/2022 at 03:06:50 PM
Instr #: 20221478

Type: WD
Pages: 2
Fee: \$27.00 & 20220001271



Missouri Warranty Deed

This Indenture, made on the 8 day of July, A. D. Two Thousand and Twenty-two by and between **JOE CHITWOOD and DONNA GAIL REYNOLDS-CHITWOOD, husband and wife**, Grantors of the County of Dent, State of Missouri, parties of the first part, and **SOUTH CENTRAL MISSOURI COMMUNITY HEALTH CENTER, INC.**, Grantee of the County of Dent, State of Missouri, party of the second part, whose mailing address is :

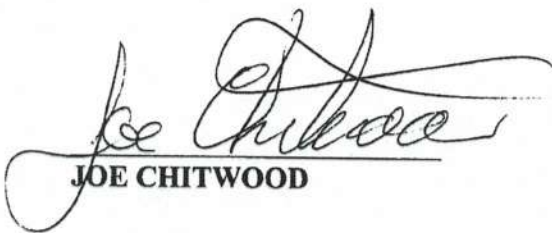
1081 E. 18TH ST ROLLA MO 65401


WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of Ten and No/100 DOLLARS and other valuable consideration to them paid by the said party of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, its heirs and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Dent, State of Missouri, to-wit:

All of the West 60.0 feet of Lot 4, Block "A" Oak Park Addition, in the City of Salem, Dent County, Missouri, according to the plat thereof recorded in Plat Book 1, Page & Slide 29 of the Dent County Records.
(D.F.)

TO HAVE AND TO HOLD said premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto its heirs and assigns forever; the said **JOE CHITWOOD and DONNA GAIL REYNOLDS-CHITWOOD, husband and wife**, hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said party of the second part and unto its heirs and assigns forever, against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year shown on their acknowledgment attached hereto.

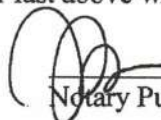

JOE CHITWOOD


DONNA GAIL REYNOLDS-CHITWOOD

STATE OF MISSOURI)
) SS.
COUNTY OF DENT)

On this 8 day of July, 2022, before me, a Notary Public, personally appeared **JOE CHITWOOD and DONNA GAIL REYNOLDS-CHITWOOD, husband and wife**, known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Salem, Dent County, Missouri the day and year last above written.



Notary Public

My Commission Expires: 2/6/24



EXHIBIT B

50/50 DEMOLITION PROGRAM AGREEMENT

This agreement entered into this **15th day of September, 2022**, between The City of Salem, Missouri, a duly organized municipal corporation, hereinafter referred to as "City", and **Four Rivers Community Health Center**, hereinafter referred to as the "Property Owner":

1. Whereas, I, Property Owner, desire to enter into an agreement with the City for the removal of building(s) and/or structure(s) upon my property, located at **502 W Dillon St.**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as "Subject Property", do hereby state the following:
 - a. I, Property Owner, being the owner of the land and all building(s) and/or structures located at the Subject Property, realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;
 - b. I, Property Owner, hereby authorize the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;
 - c. I, Property Owner, further authorize the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property, and to dispose of all resulting demolition debris;
 - d. I, Property Owner, have full power, authority and legal right to execute, deliver, and perform all of my obligations under this agreement, including the authority to authorize the demolition of any and all building(s) and/or structure(s) located upon the Subject Property;
 - e. I, Property Owner, further hereby release the City from any and all claims, demands or actions for damages for any and all personal injuries, loss, or damages of any kind that are sustained in or growing out of said demolition, and from complications arising therefrom;
 - f. I, Property Owner, hereby agree that the cost of the demolition of the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by myself and the City. I further agree that I shall pay to the City my portion of the cost of demolition no less than fifteen (15) days prior to any scheduled demolition.
 - g. I, Property Owner, understand that any failure to pay the City my portion of the cost of demolition, as agreed upon above, shall be considered a material breach of this agreement and will release the City from any and all obligations to demolish any and all building(s) and/or structure(s) upon the Subject Property, and I will be responsible for all expenses incurred by the City in preparation for demolition upon the Subject Property.
 - h. I, Property Owner, further understand that should I fail to fulfill any of my obligations under this agreement, I will be responsible for all costs and expenses incurred by the City as a result of this agreement and any breach thereof.
 - i. I, Property Owner, further agree to comply with the City's codes relating to property maintenance and nuisance, and if I fail to comply with the City's codes relating to property maintenance and nuisance upon the Subject Property after demolition has occurred, I will refund to the City their entire portion of the cost of any demolition that has occurred under this agreement, to be paid to the City within sixty (60) days of receipt of a written demand from the City.

2. Whereas, the City, desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) located upon the Subject Property, and in exchange for two thousand, five hundred dollars (\$2,500.00) and other valuable consideration, the City hereby agrees to the following:
 - a. To contract for or perform all inspections necessary for the demolition of any and all building(s) and/or structure(s) located upon the Subject Property, and to schedule the demolition of any and all building(s) and/or structure(s) determined by the City to need demolished that are located thereon;
 - b. To contract for or demolish any and all building(s) and/or structure(s) located upon the Subject Property that are determined by the City to need demolished, and to dispose of all resulting demolition debris; and
 - c. The cost to demolish the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City.
3. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
4. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
5. This agreement may be modified by subsequent agreement of the parties, but such modification shall be in writing and signed by both parties.

I HAVE FULLY READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS 16th DAY OF August 2021.

Property Owner

Date

City Official

Date

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 202__.

Notary Public

MY COMMISSION EXPIRES:

RESOLUTION NO. 29-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE “CITY”) AND SHERMAN ODOM (THE “PROPERTY OWNER”).

WHEREAS, the City of Salem, Missouri desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) upon property located at 1002 W. Coffman, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as “Subject Property”.

WHEREAS, the Property owner being the owner of the land and all buildings(s) and/or structure(s) located at the Subject Property realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;

WHEREAS, the Property Owner hereby authorizes the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;

WHEREAS, the Property Owner authorizes the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property and dispose of all resulting demolition debris;

WHEREAS, the Property Owner hereby agree that the cost of the demolition of the buildings(s) and/or structures(s) determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City as set forth in the 50/50 Demolition Program Agreement attached hereto as EXHIBIT B;

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

Section 1.

The City of Salem, Missouri desires to enter into an agreement with the Property owner for the removal of building(s) and/or structure(s) located upon the Subject Property, in exchange for Two thousand, five hundred (\$2,500.00) dollars and other valuable consideration, as set forth in EXHIBIT B 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 15TH DAY OF
SEPTEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A

Recorded in Dent County, Missouri



Recording Date/Time: 07/18/2022 at 03:46:54 PM
Instr #: 20221552

Type: WD
Pages: 2
Fee: \$27.00 \$ 20220001342



Missouri Warranty Deed

This Indenture, made on the 28 day of June, A. D. Two Thousand and Twenty-two by and between **REBECCA ANN. GIBBS, a single person, and CHRISTOPHER MICHAEL GIBBS and CRISTY E. GIBBS, husband and wife, Grantors** of the County of Dent, State of Missouri, parties of the first part, and **SHERMAN R. ODOM and MARSHA E. ODOM, husband and wife, Grantees** of the County of Dent, State of Missouri, parties of the second part, whose mailing address is :

PO Box 526 Salem MO 65560

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of Ten and No/100 DOLLARS and other valuable consideration to them paid by the said parties of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said parties of the second part, their heirs and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Dent, State of Missouri, to-wit:

All of Lots Nine (9), Ten (10), Eleven (11), Twelve (12) and Thirteen (13) in Block Three (3) of Duckworth Addition to the City of Salem, Missouri.
(D.F.)

TO HAVE AND TO HOLD said premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said parties of the second part and unto their heirs and assigns forever; the said **REBECCA ANN. GIBBS, a single person, and CHRISTOPHER MICHAEL GIBBS and CRISTY E. GIBBS, husband and wife**, hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey the same; that the said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year shown on their acknowledgment attached hereto.

Rebecca Ann Gibbs
REBECCA ANN. GIBBS

Christopher M. Gibbs
CHRISTOPHER MICHAEL GIBBS

Cristy E. Gibbs
CRISTY E. GIBBS

STATE OF MISSOURI)
) SS.
COUNTY OF DENT)

On this 28 day of June, 2022, before me, a Notary Public, personally appeared **REBECCA ANN. GIBBS**, a single person, and **CHRISTOPHER MICHAEL GIBBS** and **CRISTY E. GIBBS**, husband and wife, known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Salem, Dent County, Missouri the day and year last above written.



Notary Public

My Commission Expires: 2/6/24

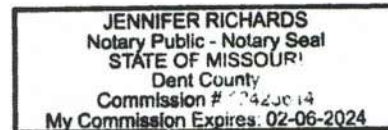


EXHIBIT B

50/50 DEMOLITION PROGRAM AGREEMENT

This agreement entered into this **15th day of September, 2022**, between The City of Salem, Missouri, a duly organized municipal corporation, hereinafter referred to as “City”, and the **Sherman Odom**, hereinafter referred to as the “Property Owner”:

1. Whereas, I, Property Owner, desire to enter into an agreement with the City for the removal of building(s) and/or structure(s) upon my property, located at **1002 W. Coffman St.**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as “Subject Property”, do hereby state the following:
 - a. I, Property Owner, being the owner of the land and all building(s) and/or structures located at the Subject Property, realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;
 - b. I, Property Owner, hereby authorize the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;
 - c. I, Property Owner, further authorize the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property, and to dispose of all resulting demolition debris;
 - d. I, Property Owner, have full power, authority and legal right to execute, deliver, and perform all of my obligations under this agreement, including the authority to authorize the demolition of any and all building(s) and/or structure(s) located upon the Subject Property;
 - e. I, Property Owner, further hereby release the City from any and all claims, demands or actions for damages for any and all personal injuries, loss, or damages of any kind that are sustained in or growing out of said demolition, and from complications arising therefrom;
 - f. I, Property Owner, hereby agree that the cost of the demolition of the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by myself and the City. I further agree that I shall pay to the City my portion of the cost of demolition no less than fifteen (15) days prior to any scheduled demolition.
 - g. I, Property Owner, understand that any failure to pay the City my portion of the cost of demolition, as agreed upon above, shall be considered a material breach of this agreement and will release the City from any and all obligations to demolish any and all building(s) and/or structure(s) upon the Subject Property, and I will be responsible for all expenses incurred by the City in preparation for demolition upon the Subject Property.
 - h. I, Property Owner, further understand that should I fail to fulfill any of my obligations under this agreement, I will be responsible for all costs and expenses incurred by the City as a result of this agreement and any breach thereof.
 - i. I, Property Owner, further agree to comply with the City’s codes relating to property maintenance and nuisance, and if I fail to comply with the City’s codes relating to property maintenance and nuisance upon the Subject Property after demolition has occurred, I will refund to the City their entire portion of the cost of any demolition that has occurred under this agreement, to be paid to the City within sixty (60) days of receipt of a written demand from the City.

2. Whereas, the City, desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) located upon the Subject Property, and in exchange for two thousand, five hundred dollars (\$2,500.00) and other valuable consideration, the City hereby agrees to the following:
 - a. To contract for or perform all inspections necessary for the demolition of any and all building(s) and/or structure(s) located upon the Subject Property, and to schedule the demolition of any and all building(s) and/or structure(s) determined by the City to need demolished that are located thereon;
 - b. To contract for or demolish any and all building(s) and/or structure(s) located upon the Subject Property that are determined by the City to need demolished, and to dispose of all resulting demolition debris; and
 - c. The cost to demolish the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City.
3. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
4. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
5. This agreement may be modified by subsequent agreement of the parties, but such modification shall be in writing and signed by both parties.

I HAVE FULLY READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS 16th DAY OF August 2021.

Property Owner

Date

City Official

Date

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 202__.

Notary Public

MY COMMISSION EXPIRES:

RESOLUTION NO. 30-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE “CITY”) AND SALEM HOUSING AUTHORITY (THE “PROPERTY OWNER”).

WHEREAS, the City of Salem, Missouri desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) upon property located at **501 S. Askins**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as “Subject Property”.

WHEREAS, the Property owner being the owner of the land and all buildings(s) and/or structure(s) located at the Subject Property realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;

WHEREAS, the Property Owner hereby authorizes the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;

WHEREAS, the Property Owner authorizes the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property and dispose of all resulting demolition debris;

WHEREAS, the Property Owner hereby agree that the cost of the demolition of the buildings(s) and/or structures(s) determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City as set forth in the 50/50 Demolition Program Agreement attached hereto as EXHIBIT B;

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

Section 1.

The City of Salem, Missouri desires to enter into an agreement with the Property owner for the removal of building(s) and/or structure(s) located upon the Subject Property, in exchange for Two thousand, five hundred (\$2,500.00) dollars and other valuable consideration, as set forth in EXHIBIT B 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 15TH DAY OF
SEPTEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A

Recorded in Dent County, Missouri



Recording Date/Time: 09/16/2021 at 04:24:53 PM
Instr #: 20212100

Type: WD
Pages: 2
Fee: \$27.00 & 20210001023



Missouri Warranty Deed

This Indenture, made on the 10th day of September, A. D. Two Thousand and Twenty One by and between **ROBERT GEARY and KIM GEARY, husband and wife**, Grantors of the County of Dent, State of Missouri, parties of the first part, and **HOUSING AUTHORITY, CITY OF SALEM**, Grantee of the County of Dent, State of Missouri, party of the second part, whose mailing address is : 606 N. McGrath Lane, Salem, MO 65560

WITNESSETH: THAT THE SAID PARTIES OF THE FIRST PART, in consideration of the sum of Ten and No/100 DOLLARS and other valuable consideration to them paid by the said party of the second part (the receipt of which is hereby acknowledged), do by these presents, Grant, Bargain and Sell, Convey and Confirm unto the said party of the second part, its heirs and assigns, the following described lots, tracts or parcels of land lying, being and situated in the County of Dent, State of Missouri, to-wit:

Tract One:

A part of the Southeast Quarter of the Southwest Quarter of Section Thirteen (13), Township Thirty-four (34) North, Range Six (6) West, described as follows: Beginning 295 feet West and 185 feet North of the Southeast corner of the Southeast Quarter of the Southwest Quarter of said Section 13; thence, North 55 feet; thence, West 80 feet; thence, South 55 feet; thence, East 80 feet to the place of beginning.

Tract Two:

A part of the Southeast Quarter of the Southwest Quarter of Section Thirteen (13), Township Thirty-four (34) North, Range Six (6) West, described as follows: Beginning 295 feet West and 240 feet North of the Southeast corner of the said Southeast Quarter of the Southwest Quarter; thence, North 65 feet; thence, West 80 feet; thence, South 65 feet; thence, East 80 feet to the place of beginning.
(D.F.)

TO HAVE AND TO HOLD said premises aforesaid with all and singular, the rights, privileges, appurtenances and immunities thereto belonging or in any wise appertaining unto the said party of the second part and unto its heirs and assigns forever; the said **ROBERT GEARY and KIM GEARY, husband and wife**, hereby covenanting that they are lawfully seized of an indefeasible estate in fee of the premises herein conveyed; that they have good right to convey

the same; that the said premises are free and clear from any encumbrance done or suffered by them or those under whom they claim; and that they will warrant and defend the title to the said premises unto the said party of the second part and unto its heirs and assigns forever, against the lawful claims and demands of all persons whomever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year shown on their acknowledgment attached hereto.

Robert Geary
ROBERT GEARY

Kim Geary
KIM GEARY

STATE OF MISSOURI)
) SS.
COUNTY OF DENT)

On this 16 day of September, 2021, before me, a Notary Public, personally appeared **ROBERT GEARY and KIM GEARY, husband and wife**, known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Salem, Dent County, Missouri the day and year last above written.

C. Brett Capps
Notary Public

My Commission Expires

May 16, 2025



EXHIBIT B

50/50 DEMOLITION PROGRAM AGREEMENT

This agreement entered into this **15th day of September, 2022**, between The City of Salem, Missouri, a duly organized municipal corporation, hereinafter referred to as "City", and the **Salem Housing Authority**, hereinafter referred to as the "Property Owner":

1. Whereas, I, Property Owner, desire to enter into an agreement with the City for the removal of building(s) and/or structure(s) upon my property, located at **501 S. Askins St.**, the legal description of said property is attached hereto as EXHIBIT A, incorporated by reference as if set forth fully herein, and hereinafter referred to as "Subject Property", do hereby state the following:
 - a. I, Property Owner, being the owner of the land and all building(s) and/or structures located at the Subject Property, realize that building(s) and/or structure(s) located thereon are substandard, hazardous, and dangerous to the public health and welfare, and are in need of demolition;
 - b. I, Property Owner, hereby authorize the City and its contractors or assignees to enter upon the Subject Property to perform all inspections necessary for demolition of any and all building(s) and/or structure(s) located upon said property, and to schedule the demolition of any and all building(s) and/or structure(s) located thereon;
 - c. I, Property Owner, further authorize the City and its contractors or assignees to demolish any and all building(s) and/or structure(s) located upon the Subject Property, and to dispose of all resulting demolition debris;
 - d. I, Property Owner, have full power, authority and legal right to execute, deliver, and perform all of my obligations under this agreement, including the authority to authorize the demolition of any and all building(s) and/or structure(s) located upon the Subject Property;
 - e. I, Property Owner, further hereby release the City from any and all claims, demands or actions for damages for any and all personal injuries, loss, or damages of any kind that are sustained in or growing out of said demolition, and from complications arising therefrom;
 - f. I, Property Owner, hereby agree that the cost of the demolition of the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by myself and the City. I further agree that I shall pay to the City my portion of the cost of demolition no less than fifteen (15) days prior to any scheduled demolition.
 - g. I, Property Owner, understand that any failure to pay the City my portion of the cost of demolition, as agreed upon above, shall be considered a material breach of this agreement and will release the City from any and all obligations to demolish any and all building(s) and/or structure(s) upon the Subject Property, and I will be responsible for all expenses incurred by the City in preparation for demolition upon the Subject Property.
 - h. I, Property Owner, further understand that should I fail to fulfill any of my obligations under this agreement, I will be responsible for all costs and expenses incurred by the City as a result of this agreement and any breach thereof.
 - i. I, Property Owner, further agree to comply with the City's codes relating to property maintenance and nuisance, and if I fail to comply with the City's codes relating to property maintenance and nuisance upon the Subject Property after demolition has occurred, I will refund to the City their entire portion of the cost of any demolition that has occurred under this agreement, to be paid to the City within sixty (60) days of receipt of a written demand from the City.

2. Whereas, the City, desires to enter into an agreement with the Property Owner for the removal of building(s) and/or structure(s) located upon the Subject Property, and in exchange for two thousand, five hundred dollars (\$2,500.00) and other valuable consideration, the City hereby agrees to the following:
 - a. To contract for or perform all inspections necessary for the demolition of any and all building(s) and/or structure(s) located upon the Subject Property, and to schedule the demolition of any and all building(s) and/or structure(s) determined by the City to need demolished that are located thereon;
 - b. To contract for or demolish any and all building(s) and/or structure(s) located upon the Subject Property that are determined by the City to need demolished, and to dispose of all resulting demolition debris; and
 - c. The cost to demolish the building(s) and/or structure(s), determined by the City to need demolished and located upon the Subject Property, shall be shared evenly by the Property Owner and the City.
3. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.
4. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.
5. This agreement may be modified by subsequent agreement of the parties, but such modification shall be in writing and signed by both parties.

I HAVE FULLY READ THE ABOVE AGREEMENT AND FULLY UNDERSTAND ITS TERMS. IN WITNESS WHEREOF I HAVE HEREUNDER SET MY HAND THIS 16th DAY OF August 2021.

Property Owner

Date

City Official

Date

STATE OF MISSOURI)
) ss.
COUNTY OF _____)

Subscribed and sworn before me on this _____ day of _____, 202__.

Notary Public

MY COMMISSION EXPIRES:

Staff Summary Report

MEETING DATE: SEPTEMBER 15,2022

AGENDA ITEM: ITEM VIII BIDS (A)

AGENDA TITLE: AIRPORT FUEL TANK

ACTION REQUESTED BY: PUBLIC WORKS DIRECTOR

ACTION REQUESTED: APPROVAL TO CLEAN FUEL TANK AT AIRPORT

SUMMARY BY: MARK NASH

PROJECT DESCRIPTION / FACTS

TO OUR KNOWLEDGE THE TANK HAS NEVER BEEN CLEANED. SINCE OLD FUEL HAS BEEN DRAINED AND DISPOSED OF BY TRI-COUNTY FUELS, WE FEEL THIS IS A GOOD TIME TO CLEAN THE TANK BEFORE NEW FUEL IS PURCHASE

PROCUREMENT

AIKEN ENVIRONMENTAL IS OUR SOLE SOURCE FOR THIS PROJECT

FISCAL IMPACTS

Yes, this is budgeted under line item 301-512-71290

SUPPORT DOCUMENTS: Quote from Akin Environment

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the quote from Akin Environmental for cleaning of the airport fuel tank.



AKIN

Environmental

510 Oxford Lane Harrison Arkansas 72601

Estimate

Name/Address

SALEM AIRPORT
MARK NASH

| Date | Estimate No. | Project |
|----------|--------------|---------|
| 09/06/22 | 51 | |

| Item | Description | Quantity | Cost | Total |
|----------|--|----------|----------|------------|
| TANK | CLEAN FUEL TANK AND PREP FOR NEW FUEL | | 2,500.00 | 2,500.00T |
| CLEANING | HAULING OFF OLD FUEL AND CLEANING DEBRIS | | | |
| MILEAGE | MILEAGE | 362 | 1.00 | 362.00T |
| | Sales Tax | | 0.00% | 0.00 |
| | | | Total | \$2,862.00 |

Staff Summary Report

| | |
|----------------------|-----------------------|
| MEETING DATE: | 9/15/2022 |
| AGENDA ITEM: | ITEM VIII BIDS (B) |
| AGENDA TITLE: | SALT STORAGE BUILDING |

| | |
|-----------------------------|--------------------------------------|
| ACTION REQUESTED BY: | PUBLIC WORKS DIRECTOR |
| ACTION REQUESTED: | APPROVAL FOR MAINTENANCE ON BUILDING |
| SUMMARY BY: | Mark Nash |

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 so a budget adjustment would have to be made.

| | |
|---------------------------|---|
| SUPPORT DOCUMENTS: | Estimate from Roberts and Judson Lumber Company and Salem Metals. |
|---------------------------|---|

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

| Estimate Number | Date |
|-----------------|------------|
| 16490 | 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 | Ft | RTF | Total Footage | 0.00 F | 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" | 19.3504 F | 212.85 |

Notes:

Total: \$ 2,652.65

Customer Signature: _____

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

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
Received By

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

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 |
|----------------------------|----|--------|------------------|------------|-----------|-----------|
| 60 | PC | 2416 | 2X4 16 #2 CONST. | | 13.39 /PC | 803.40 N |
| 30 | LB | 312DSL | 3-1/2" SCREWS | | 4.80 /LB | 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

Received By

Staff Summary Report

| | |
|----------------------|--------------------|
| MEETING DATE: | 9/15/2022 |
| AGENDA ITEM: | ITEM VIII BIDS (C) |
| AGENDA TITLE: | REPAIR CLAMPS |

| | |
|-----------------------------|--|
| ACTION REQUESTED BY: | PUBLIC WORKS DIRECTOR |
| ACTION REQUESTED: | APPROVAL FOR REPAIR CLAMPS FOR MAIN BREAKS |
| SUMMARY BY: | Mark Nash |

PROJECT DESCRIPTION / FACTS

These repair clamps are used to repair the water mains that break. As you all are aware we have been having quite a few main breaks

PROCUREMENT

We were able to secure two bids for the repair clamps:

BID 1 IS FROM CORE & MAIN - \$3,193.78.
BID 2 IS FROM SCHULTE SUPPLY INC. - \$5842.00

FISCAL IMPACTS

This will come out of Equipment Maintenance in the Water Dept. Line item 520-501-41600. There was \$54,000 budgeted for Equipment Maintenance in the Water Dept.

| | |
|---------------------------|--|
| SUPPORT DOCUMENTS: | Bids from Core & Main and Schulte Supply, Inc. |
|---------------------------|--|

| | |
|---|--|
| DEPARTMENT'S RECOMMENDED MOTION: | Move to approve the quote from Core and Main for \$3,193.78 to purchase the repair clamps. |
|---|--|



Bid Proposal for SALEM REPAIR CLAMPS

CITY OF SALEM
Bid Date: 09/21/2022
Core & Main 2524215

Core & Main
2500 NW South Outer Rd
Blue Springs, MO 64015
Phone: 816-229-9604
Fax: 816-229-9607

| Seq# | Qty | Description | Units | Price | Ext Price |
|---|-----|--|-------|------------------|-----------------|
| DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS. | | | | | |
| 10 | 5 | 264-048007-007 4X7-1/2X3/4CC TAPT REP CLP 4.74-5.14 OD | EA | 109.48 | 547.40 |
| 20 | 5 | 264-048007-009 4X7-1/2X1CC TAPT REP CLP 4.74-5.14 OD | EA | 109.48 | 547.40 |
| 30 | 4 | 264-069007-007 6X7-1/2X3/4CC TAPT REP CLP 6.84-7.24 OD | EA | 122.24 | 488.96 |
| 40 | 4 | 264-069007-009 6X7-1/2X1CC TAPT REP CLP 6.84-7.24 OD | EA | 122.24 | 488.96 |
| 50 | 6 | 261-048007-000 4X7-1/2 REP CLP 4.74-5.14 OD | EA | 76.88 | 461.28 |
| 60 | 6 | 261-069007-000 6X7-1/2 REP CLP 6.84-7.24 OD | EA | 89.63 | 537.78 |
| 70 | 2 | 261-023807-000 2X7-1/2 REP CLP 2.35-2.63 OD | EA | 61.00 | 122.00 |
| | | | | Sub Total | 3,193.78 |
| | | | | Tax | 0.00 |
| | | | | Total | 3,193.78 |

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Schulte Supply, Inc.
 5998 Redbud Lane
 PO Box 388
 Edwardsville IL 62025
 618-656-8383 Fax 618-656-8750

Quotation

| QUOTE DATE | QUOTE NUMBER |
|---|--------------|
| 09/07/22 | S1190590 |
| ORDER TO: | PAGE NO. |
| Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025 | 1 |

QUOTE TO: 573-729-3061 Fax 573-729-5371
 City of Salem, MO
 400 North Iron Street
 Salem, MO 65560

SHIP TO:
 City of Salem, MO
 Donnie Moore
 1205 South Wines
 Salem, MO 65560

| CUSTOMER NUMBER | CUSTOMER ORDER NUMBER | RELEASE NUMBER | SALESPERSON | |
|--------------------|-----------------------|---|-------------|-----------------|
| 5698 | | | Tom Brickey | |
| WRITER | SHIP VIA | TERMS | BID DATE | FREIGHT ALLOWED |
| Gary Bollmann | | NET 30 DAYS | 09/07/22 | Yes |
| QUANTITY | PART NO. | DESCRIPTION | Net Price | Est. Price |
| 5ea | 51130 | FS1-514-7.5-IP3 4 x 7 1/2" All Stainless Repair Clamp With 3/4" IP Tap Range 4.74-5.14 ** Nonstock item ** | 204.380 | 1021.90 |
| 5ea | 52183 | FS1-514-7.5-IP4 4" X 7.5" All Stainless Repair Clamp With 1" IP Tap Range:4.75-5.14 ** Nonstock item ** | 204.380 | 1021.90 |
| 4ea | 56375 | FS1-724-7.5-IP3 4" x 7.5" All Stainless Repair Clamp with 3/4" IP Tap Range:4.75-5.14 ** Nonstock item ** | 231.110 | 924.44 |
| 4ea | 52184 | FS1-724-7.5-IP4 6" X 7.5" All Stainless Repair Clamp With 1" IP Tap Range:6.84-7.24 ** Nonstock item ** | 231.110 | 924.44 |
| 2ea | 2345 | FS1-263-7.5 2" x 7.5" All Stainless Repair Clamp Range:2.35-2.63 | 106.680 | 213.36 |
| 6ea | 2362 | FS1-514-7.5 4" x 7.5" All Stainless Repair Clamp Range:4.74-5.14 | 131.300 | 787.80 |
| 6ea | 2374 | FS1-724-7.5 6" x 7.5" All Stainless Repair Clamp Range:6.84-7.24 | 158.030 | 948.18 |
| TAXES NOT INCLUDED | | | | |

This is a Quotation.

Prices are subject to change without notice.
 Applicable taxes extra.

| | |
|------------|---------|
| Subtotal | 5842.02 |
| S&H CHGS | 0.00 |
| Amount Due | 5842.02 |

Staff Summary Report

| | |
|----------------------|--|
| MEETING DATE: | 9/15/2022 |
| AGENDA ITEM: | Item IX New and Miscellaneous Business |
| AGENDA TITLE: | Live Trap Rental Agreement |

| | |
|-----------------------------|--|
| ACTION REQUESTED BY: | Code Officer Travis Roberts |
| ACTION REQUESTED: | Approval of Live Trap Rental Agreement |
| SUMMARY BY: | Code Officer Travis Roberts |

PROJECT DESCRIPTION / FACTS

In the past live traps have been broken, not returned, used for animals other than intended. I believe this agreement will significantly reduce the number of traps that are either not returned or damaged.

PROCUREMENT

N/A

FISCAL IMPACTS

Traps are estimated at \$60.00-\$80.00 to replace.

| | |
|---------------------------|--|
| SUPPORT DOCUMENTS: | See attached Live Trap Rental Agreement. |
|---------------------------|--|

| | |
|---|---|
| DEPARTMENT'S RECOMMENDED MOTION: | Move to approve the Live Trap Rental Agreement. |
|---|---|

Code Officer
Salem Police Department
500 N Jackson Street,
Salem Missouri 65560



LIVE TRAP RENTAL AGREEMENT

Date of Rental: _____ Date of Return: _____ Number of Traps Rented _____

Name of Renter: _____ DL # _____

Phone: _____

Street Address: _____ Salem, Missouri

Mailing Address: _____ City: _____ State: _____ Zip Code: _____

CONDITIONS:

1. The City of Salem does not charge a rental fee; however, a refundable deposit of \$50.00 per trap is required at the time of rental.
2. Trap(s) are the property of the City of Salem and may only be used within the city limits of Salem. Traps may not be loaned by the renter to anyone else.
3. Trap(s) must be returned to the City of Salem on or before the due date noted above unless an extension is granted in writing by the city.
4. Trap(s) must be cleaned and disinfected prior to being returned (a suggested disinfecting solution is at least 1 part bleach to 32 parts water).
5. Traps must be returned in the condition in which they were rented, subject to "normal wear and tear" during use.
6. Traps may not be used for any other unlawful act. Traps may only be rented for the purpose of animals in need of medical treatment, or for capturing stray cats for the purpose of surrendering them to the City of Salem. The burden of proof is on the person signing this agreement.
7. The City of Salem reserves the right to retrieve traps from anyone in the event of noncompliance with the terms of this agreement or intentional or knowing misuse, loss, or damage of any property. The city also reserves the right to refuse future rentals.
8. The City of Salem will release or relocate any animals captured in the trap.

INSTRUCTIONS FOR USE OF TRAPS:

1. **Setting the Trap:** Lift the Door Lock up with one hand. Using the other hand, push the Door Lock Frame inwards and begin to open Trap Door. When the Trap Door is completely open, pull Trigger forward and hook onto door. Gently release hold of door. Trap is set. To release animal, call animal control. Never release an animal on your own. This may result in injury to you, or the animal.
 2. **Baiting:** Use tuna or strong-smelling canned cat food. Bait the trap at the very back, behind the trip plate. Place a small trail of bait leading from the front door of the trap to the bait at the back of the trap. Do not put too much bait in front of the trap or the cat will spend too much time there and may be distracted or scared away before the trap door falls. Do not use any plates or saucers - use the cat food can or place the food on some newspaper.
 3. Make sure the trap is set properly.
 4. Place trap in a secure area of your yard. Your deposit is non-refundable if trap is lost or stolen.
 5. Never leave traps unattended for long periods of time. Do not set a trap and leave it unattended overnight. Check traps every few hours. Cats left unattended in traps are vulnerable to the elements, may be released by someone, or may be injured trying to escape. As soon as the cat is trapped, cover the trap with a large towel or sheet. This calms the cat. And call animal control to pick the animal up.
 6. Even pets, when trapped, tend to scratch, or bite. Keep cats covered and check them periodically.
- Don't stick fingers in the trap or allow children or pets near the traps. Feral cats are wild animals that can scratch and bite. Keep a feral cat in the trap and allow a professional to remove it. All animal bites are serious! If you are bitten, seek medical attention and do not release the cat. The cat will need to be quarantined. Contact your vet for quarantine instructions.

By signing this agreement, I hereby agree to abide by the conditions and instructions set forth above. I understand that my failure to do so will result in the forfeiture of all or a part of my deposit.

I also agree to the following:

1. To indemnify, defend, and hold harmless the City of Salem, its agents, officials, and employees against any and all claims, damages, losses and expenses, including attorney fees and costs arising out of and from the use of the trap and/or the capturing or failing to release any non-feral pets or owned cats.
2. To comply with all applicable federal, state, and local laws and regulations.
3. Release the City from all liability for any, and all personal injuries or other claims arising from the use of the trap, including those that are known and unknown, foreseen, and unforeseen, future, or contingent.

4. Not to, now or in the future, directly or indirectly, commence or prosecute any action, suit, or other proceeding against the City, its officers, directors, employees, agents, or affiliates concerning, arising out of, or related to the use of the trap.

5. That if a suit or action is brought either directly or indirectly to enforce the terms of this agreement, or as a result of the use of the trap, the prevailing party shall be entitled to and the losing party hereby agrees to pay reasonable attorney fees incurred in such proceeding, in both the trial and appellate courts, as well as any costs and disbursements. Further, if it becomes necessary for the City to incur the services of an attorney to enforce any provision of this agreement without initiating litigation, I agree to pay City's attorney fees.

6. To forfeit my deposit if I fail to return the trap by the due date noted above, or if the trap is damaged during my rental period. By signing below, I acknowledge receipt of the Live Trap(s) listed above.

Signature _____ Date _____

By signing below, I acknowledge that I have received my deposit in exchange for the return of the trap.

Signature _____ Date _____

For Office Use

Location/address of where trapping will take place: _____

| FOR OFFICE USE ONLY | | | |
|--|--|----------------|----------------|
| Number of Traps | | Deposit Amount | \$ |
| Date Paid | | Receipt Number | |
| Date for Return | | Deposit Refund | () YES () NO |
| If deposited is forfeited, explain reason: | | | |
| | | | |

| | | | |
|------------------|--|----------------|--|
| Amount of Refund | | Authorized by: | |
| Date of Refund | | Check Number: | |

Staff Summary Report

| | |
|----------------------|--------------------------------|
| MEETING DATE: | 9/15/2022 |
| AGENDA ITEM: | Item IX |
| AGENDA TITLE: | New and Miscellaneous Business |

| | |
|-----------------------------|--|
| ACTION REQUESTED BY: | Airport Board |
| ACTION REQUESTED: | Approval of increase of airport hangar fees. |
| SUMMARY BY: | City Clerk Koller |

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.

PROCUREMENT

N/A

FISCAL IMPACTS

N/A

| | |
|---------------------------|-----|
| SUPPORT DOCUMENTS: | N/A |
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|---|---|
| DEPARTMENT'S RECOMMENDED MOTION: | Move to approve Airport Board recommendation to increase hangar rental fees by \$10.00 a month per year for five years. |
|---|---|

MEETING DATE: 9/15/2022

AGENDA ITEM: Item X

AGENDA TITLE: Reports of City Officials, Boards and Committees

ACTION REQUESTED BY:

ACTION REQUESTED:

SUMMARY BY:

DESCRIPTION / FACTS

Temporary City Administrator Sally Burbridge

Mayor Greg Parker

Public Works Mark Nash

Economic Development Sally Burbridge

Alderman Reports

PROCUREMENT

FISCAL IMPACTS

SUPPORT DOCUMENTS:

DEPARTMENT'S RECOMMENDED MOTION:

| | |
|----------------------|-------------|
| MEETING DATE: | 9/15/2022 |
| AGENDA ITEM: | Item XII |
| AGENDA TITLE: | Adjournment |

ACTION REQUESTED BY:

ACTION REQUESTED:
Adjournment of Meeting

SUMMARY BY:

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| DESCRIPTION / FACTS |
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| PROCUREMENT |
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N/A

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| FISCAL IMPACTS |
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| N/A |
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SUPPORT DOCUMENTS:

DEPARTMENT'S RECOMMENDED MOTION: Move to adjourn.
