

**TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON ST.
DECEMBER 13, 2022
6:00 P. M.**

ITEM I CALL TO ORDER

ITEM II ROLL CALL

ITEM III CONSENT AGENDA

Municipal Court Reports- November 2022
Economic Development Monthly Report- November 2022
Police Department Monthly Report-November 2022
Mo Dept. of Rev Capital Improvements Tax November- \$68,742.01
Mo Dept. of Rev City Tax November -\$137,483.86
Mo Dept. of Rev Storm Water/Local Parks Tax November -\$51,556.32

ITEM IV NEW AND MISCELLANEOUS BUSINESS

Substation Invoice

ITEM V BIDS

Welcome Home Bid Approval- #4 Parkview Place
Welcome Home Bid Approval-102 S Dilworth Ln.
Municipal Financial Advisor Services Approval
Salt Bids
Airport Fuel Bids

ITEM VI READING OF BILLS AND RESOLUTIONS

RESOLUTION NO. 47-2022- A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND GILMORE AND BELL, PC. FOR POST TAX COMPLIANCE SERVICES.

**TENTATIVE AGENDA
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202 N. WASHINGTON
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6:00 P. M.
PAGE TWO**

RESOLUTION NO. 48-2022- A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN AD-PAR CONSTRUCTION, THE CITY OF SALEM, MISSOURI AND LONDYN COOK OF PROPERTY LOCATED AT #4 PARKVIEW PLACE, SALEM, MISSOURI.

RESOLUTION NO. 49-2022-A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN 5 J'S LANDSCAPING AND HANDYMAN SERVICES, THE CITY OF SALEM, MISSOURI AND DIANA FOSTER OF PROPERTY LOCATED AT 102 S DILWORTH, SALEM, MISSOURI.

RESOLUTION NO. 50-2022-A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI, AND PIPER SANDLER & CO. FOR MUNICIPAL FINANCIAL SERVICES.

ITEM VII REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES

Sally Burbridge, Temporary City Administrator

Greg Parker, Mayor

Mark Nash, Public Works

Aldermen Reports

ITEM VIII CLOSED SESSION

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

Pursuant to Section 610.021(12) of the Revised State Statutes of the State of Missouri pertaining to sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.

**TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
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ITEM IX ADJOURNMENT

ROLL CALL

MEETING DATE:	12/13/2022
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AGENDA ITEM:	ITEM II
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AGENDA TITLE:	ROLL CALL
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MAYOR GREG PARKER
ALDERMAN SHAWN BOLERJACK
ALDERMAN KYLE WILLIAMS
ALDERWOMAN KALA SISCO
ALDERWOMAN AMANDA DUNCAN
TEMPORARY CITY ADMINISTRATOR SALLY BURBRIDGE
CITY CLERK TAMMY KOLLER
CITY ATTORNEY JAMES K. WEBER
PUBLIC WORKS DIRECTOR MARK NASH
CHIEF OF POLICE JOE CHASE
OTHER CITY STAFF IF PRESENT

Staff Summary Report

MEETING DATE:	12/13/2022
AGENDA ITEM:	ITEM III
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
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DEPARTMENT'S RECOMMENDED MOTION:	Move to approve the Consent Agenda.
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MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: CITY OF SALEM		Reporting Period: Nov 1, 2022 - Nov 30, 2022	
Mailing Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560					
Physical Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560				County: Dent County	Circuit: 42
Telephone Number: (573)7293931			Fax Number:		
Prepared by: KRISTI CRAIG			E-mail Address:		
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		3	33	48	
B. Cases (citations/informations) filed		0	0	0	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		0	0	0	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	0	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	0	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		0	0	0	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		3	33	48	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		1	1. # Issued during period		
2. # Served/withdrawn during reporting period		1	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		96			
<u>IV. PARKING TICKETS</u>					

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: CITY OF SALEM	Reporting Period: Nov 1, 2022 - Nov 30, 2022
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$0.00	Sheriff-Other Co	\$160.00
Clerk Fee - Excess Revenue	\$0.00	Total Other Disbursements	\$160.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$160.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$0.00	Total Disbursements	\$160.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$0.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$0.00		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>	Municipality: CITY OF SALEM	Reporting Period: Nov 1, 2022 - Nov 30, 2022	
Mailing Address: 112 E 5TH STREET, SALEM, MO 65560			
Physical Address: 112 E 5TH STREET, SALEM, MO 65560		County: Dent County	Circuit: 42
Telephone Number:		Fax Number:	
Prepared by: KRISTI CRAIG		E-mail Address:	
Municipal Judge:			
<u>II. MONTHLY CASELOAD INFORMATION</u>			
	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	0	44	22
B. Cases (citations/informations) filed	0	19	18
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	11	12
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	5	0
6. dismissed by court	0	0	0
7. <i>nolle prosequi</i>	0	5	2
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	0	21	14
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	0	42	26
E. Trial de Novo and/or appeal applications filed	0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period	7	1. # Issued during period	0
2. # Served/withdrawn during reporting period	6	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	48		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: CITY OF SALEM	Reporting Period: Nov 1, 2022 - Nov 30, 2022
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)

Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.

Fines - Excess Revenue	\$1,535.00
Clerk Fee - Excess Revenue	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00
Total Excess Revenue	\$1,535.00

No Data Available

Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$1,756.00
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Bond Refunds	\$0.00
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Total Disbursements	\$1,756.00
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Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)

Fines - Other	\$145.00
Clerk Fee - Other	\$0.00
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00
Law Enforcement Training (LET) Fund surcharge	\$38.00
Domestic Violence Shelter surcharge	\$0.00
Inmate Prisoner Detainee Security Fund surcharge	\$38.00
Restitution	\$0.00
Parking ticket revenue (including penalties)	\$0.00
Bond forfeitures (paid to city) - Other	\$0.00
Total Other Revenue	\$221.00



Monthly Report

Economic Development
December 2, 2022

NOTE – Each item in this report, with a numbered priority, corresponds to the appropriate Action Item in the [Economic Development Strategic Plan](#). Priority numbers are per the 2020 updated list.

ECONOMIC PROSPECTS

New

1. Darius (state lead) – Lease for 210-325K SF bldg. with rail spur – Did Not Respond (DNR)
2. Accolade (state lead) – 10k SF bldg. with international airport - DNR

Ongoing

 – see definitions at the bottom of the page

- 12 – Opportunities (1 Retail, 5 Manufacturing, 1 Senior Services, 1 Edu & Retail, 3 Food Service, 2 unknown)
- 2 – Projects (1 Manufacturing/Food Service/Ag, 1 Downtown)
- 4 –Expansions, 1 Retentions

CITY/COUNTY BUSINESS/MERCHANTS LICENSES (calendar year) –

Total 2022 City & County Licenses to Date – 488 (372-City 238-County) 2021 City Only Total – 346

NEW Licenses in November: 2

Corvus Pro Solar LLP, Springfield, MO	The Local, 206 W 4 th St., Salem
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MARKETING ACTIVITIES –

- LocationOne listings of available properties: 26 Buildings and 21 Sites
https://www.salemmo.com/city/government/departments/economic_development/buildings_and_land.php
400 E. 4th is Pending; Corner SRB & S Missouri, 1.9 ac; Hoods Tire & Service in Annut
- Website –
 - Updating Business & Merchants Licenses as they come in.
- City of Salem MO Facebook page – Monthly Stats: November (last 28 days)

Measure	Number	NOTE – Facebook continues to change how they are presenting the stats for pages. The stats to the left are the most relevant and are easily obtainable.
Page Followers:	2,556	
Total Post Reach in past 28 days:	4,523	
Total Post Engagement (Reactions, Comments & Shares):	648	

BROADBAND (Priority #2) –No new updates

HOUSING (Priority #6) –

FHLB-Affordable Housing Grant – Welcome Home:

- 15 of 25 homes in process
 - Round 1 – Contracts approved for 3 homes, remaining 1 will be on Dec 13 Agenda
 - Round 2 – Working on contracts on 2 homes-next 2 homes will be bid with round 3.
 - Round 3– paperwork signed for all 4 homes
 - Round 4 –2 have signed paperwork, needing Low-income and Very Low-income
 - Round 5 – Have Veteran, need Low-income, Very Low-income and Special Needs
 - Round 6 – Need Veteran, 2 Low-income, Very Low-income and Special Needs

Referred to Veterans to Love Thy Neighbor program for 2023



Housing Study: on hold until after Planning & Zoning Map updated

General Housing Meeting: Pending

Voluntary Residential Demolition Program (Priority #12): Working on agreement with MRPC for asbestos inspections prior to demolition.

Salem Housing Authority flipping program: No new updates

MAKERSPACE/CONSTRUCTION TRADES BUILDING – No new updates

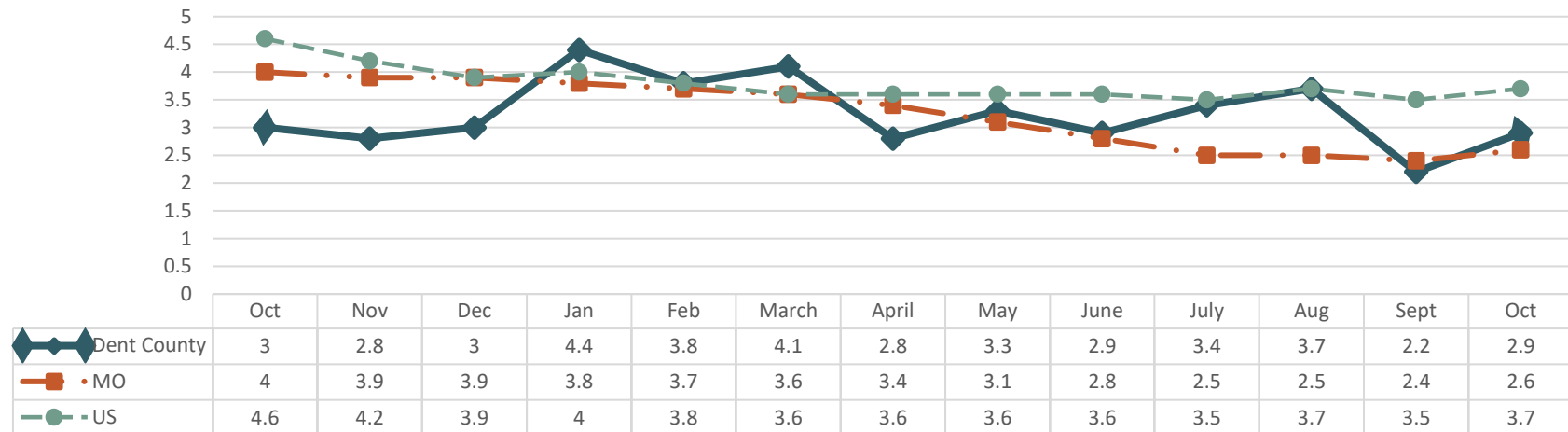
MASTERS INDUSTRIAL PARK

- No new updates

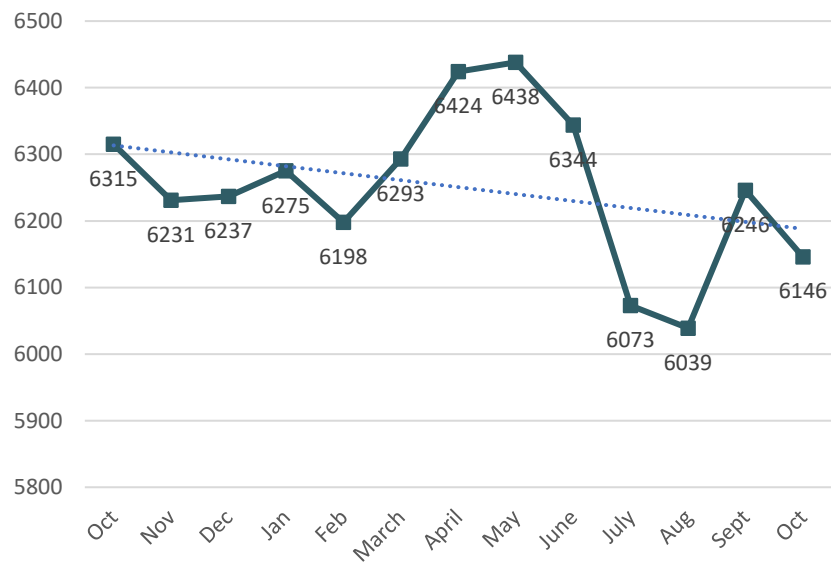
ATTACHED:

1. October Unemployment Data

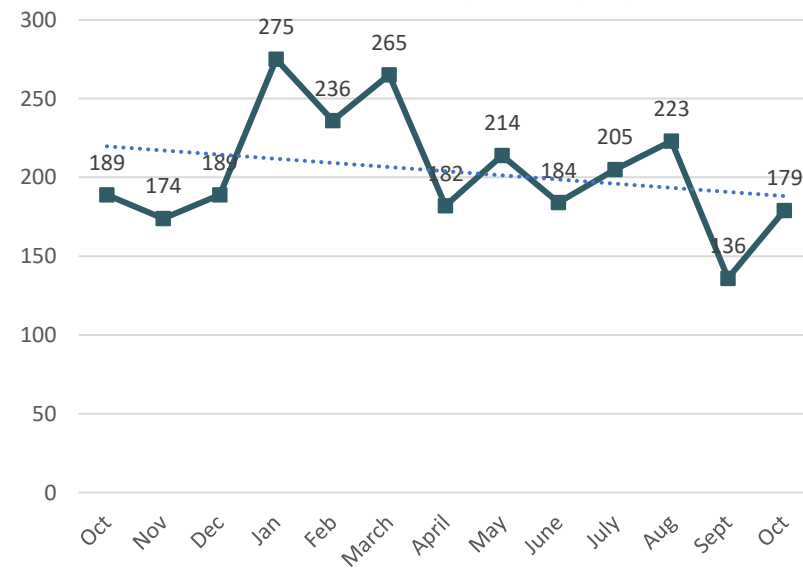
2021-22 Unemployment Rate by Month (13 months)
Dent County / State of Missouri / US



2021-22 Dent County Civilian Labor Force



2021-22 Dent County Unemployed



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 11/01/2022 00:00 to 11/30/2022 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		5	0:59	3:20	7:29	0.95
96 HOUR DETENTION ORDER		2	57:42	6:34	174:15	0.38
ABANDONED VEHICLE		1		0:00	3:12	0.19
ACCIDENT		18	1:36	2:02	17:17	3.42
ALARM	COMMERCIAL	1	1:14	0:08	4:56	0.19
ALARM	RESIDENTIAL	3	0:49	1:51	15:50	0.57
AMBULANCE CALL		16	0:59	1:45	23:22	3.04
ANIMAL CALL		38	1:32	2:26	10:00	7.22
AREA CHECK		8	0:56	2:10	4:23	1.52
ASSAULT/FIGHT	IN PROGRESS	2	2:02	0:24	28:14	0.38
ASSAULT/FIGHT	NOT IN PROGRESS	3	2:03	4:02	22:36	0.57
ASSIST OTHER AGENCY		12	0:36	0:16	24:39	2.28
BURGLARY	IN PROGRESS	2	2:07	0:10	75:04	0.38
BURGLARY	NOT IN PROGRESS	2	4:57	1:37	13:03	0.38
CALL FOR SERVICE		19	2:06	4:24	23:01	3.61
CHECK THE WELL BEING		15	3:12	1:52	28:47	2.85
CIVIL MATTER		3	0:45	2:05	38:38	0.57
COURTESY TRANSPORT		1	0:47			0.19
DISTURBANCE	PHYSICAL	2	1:14	0:05	9:52	0.38
DISTURBANCE	VERBAL	4	1:35	1:44	17:11	0.76
DOMESTIC	IN PROGRESS	7	1:03	2:45	17:24	1.33
DOMESTIC	NOT IN PROGRESS	4	0:55	1:18	30:07	0.76
DRUG OFFENSE		1	12:32	0:05	32:20	0.19
ESCORT		26	21:25	7:00	23:07	4.94
EXPARTE VIOLATION	NOT IN PROGRESS	1		0:00	8:25	0.19
FIRE CALL		2	0:45	2:14	6:23	0.38
FOLLOW UP INVESTIGATION		38	0:58	0:10	16:59	7.22
FOUND PROPERTY		1	72:39	1:34	5:18	0.19
FRAUD		1	0:09	0:05	6:56	0.19
HARASSMENT		2	1:07	6:08	18:38	0.38
HOTLINE CALL		2	3:50	10:00	120:15	0.38
INFORMATION		8	6:51	104:55	14:59	1.52
INTOXICATED DRIVER		2	1:52	5:11	7:05	0.38
INTOXICATED PEDESTRIAN		1	2:21	3:12	7:43	0.19
J4 INVESTIGATION		2	2:18	0:00	362:10	0.38
JUVENILE PROBLEM		1	2:47	5:06	38:19	0.19
KEEP THE PEACE		1	1:32	3:22	38:17	0.19
LEAVE WITHOUT PAY		1	1:55	8:31	2:59	0.19
LIFT ASSIST		15	1:49	3:07	10:44	2.85

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 11/01/2022 00:00 to 11/30/2022 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
LOST/STOLEN PROPERTY		1		0:00	2:46	0.19
MISC ADMIN DUTY		28	3:26	1:15	32:31	5.32
MISC HAZARD		3	1:32	9:03	21:48	0.57
MISC OFFENSE		1	1:43	0:03	4:46	0.19
MISSING PERSON		2	3:00	0:00	28:25	0.38
MOTORIST ASSIST		3	0:38	0:14	12:44	0.57
NUISANCE VIOLATION		10	1:04	3:36	4:26	1.90
OPEN DOOR		2	0:48	3:10	3:56	0.38
PARKING COMPLAINT		1	2:06	1:48	2:09	0.19
PEDESTRIAN CHECK		1	0:23	0:04	11:15	0.19
POWER OUTAGE		2	0:55			0.38
PROPERTY DAMAGE		6	1:21	1:17	26:51	1.14
ROBBERY		1	0:21	70:47	0:03	0.19
SEX OFFENSE		2	1:57	1:40	81:48	0.38
SHOPLIFTER		3	19:01	1:46	15:44	0.57
SHOTS FIRED		1		0:00	1:06	0.19
STEALING	NOT IN PROGRESS	5	3:35	1:53	11:12	0.95
SUICIDAL PERSON		7	2:08	2:07	25:09	1.33
SUSPICIOUS CIRCUMSTANCES		9	4:36	2:59	13:00	1.71
SUSPICIOUS SUBJECT		4	2:50	3:52	14:02	0.76
SUSPICIOUS VEHICLE		4	3:55	0:00	5:09	0.76
TRAFFIC COMPLAINT		5	4:33	3:06	6:21	0.95
TRAFFIC STOP		108	0:33	0:00	5:24	20.53
TRESPASSING		7	4:05	1:14	17:07	1.33
UCR		11	28:25	6:04	3:27	2.09
WALK - IN		2		0:00	25:44	0.38
WALK THROUGH		11	0:12	0:01	28:56	2.09
WARRANT ATTEMPT		7	14:08	0:35	7:50	1.33
WATER SEWER PROBLEM		6	1:13	32:32	58:07	1.14

Total Incidents For Date Range **526**

Average Stacked Time **4:26** min : sec

Average Response Time **3:25** min : sec

Average On Scene Time **17:29** min : sec



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

Date: December 05, 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: 2034750491

Distribution Month: November 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 November 2022 collections as follows

Deposit Date	12/07/2022
Tax Type Code	210
TaxType Name	CITY CAPITAL IMPROVEMENTS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$68,742.01
Interest Distribution	\$0.00
Amount Deposited	\$68,742.01

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

Account History					
Period	2020	2021	2022	2021 Compared to 2020	2022 Compared to 2021
November 2022	\$59,620.37	\$67,725.82	\$68,742.01	\$8,105.45	\$1,016.19
Year-to-Date	\$552,916.05	\$616,795.82	\$671,402.29	\$63,879.77	\$54,606.47

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

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

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/rptportal/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: December 05, 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: 2034750489

Distribution Month: November 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 November 2022 collections as follows

Deposit Date	12/07/2022
Tax Type Code	200
TaxType Name	CITY
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$137,483.86
Interest Distribution	\$0.00
Amount Deposited	\$137,483.86

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

Account History					
Period	2020	2021	2022	2021 Compared to 2020	2022 Compared to 2021
November 2022	\$119,240.67	\$135,451.59	\$137,483.86	\$16,210.92	\$2,032.27
Year-to-Date	\$1,105,830.81	\$1,233,592.99	\$1,342,804.32	\$127,762.18	\$109,211.33

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

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

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/rptportal/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: December 05, 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: 2034750493

Distribution Month: November 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 November 2022 collections as follows

Deposit Date	12/07/2022
Tax Type Code	260
TaxType Name	CITY STORM WATER/LOCAL PARKS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$51,556.32
Interest Distribution	\$0.00
Amount Deposited	\$51,556.32

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

Account History					
Period	2020	2021	2022	2021 Compared to 2020	2022 Compared to 2021
November 2022	\$44,567.61	\$50,794.36	\$51,556.32	\$6,226.75	\$761.96
Year-to-Date	\$414,538.78	\$462,877.73	\$503,485.81	\$48,338.95	\$40,608.08

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

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

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/rptportal/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/>.

Staff Summary Report

MEETING DATE:	12/14/2022
AGENDA ITEM:	SUBSTATION
AGENDA TITLE:	INSTALLATION OF NEW 3 PHASE RECLOSURE

ACTION REQUESTED BY:	PUBLIC WORKS DIRECTOR
ACTION REQUESTED:	PAY INVOICE FROM SHO-ME POWER
SUMMARY BY:	MARK NASH

PROJECT DESCRIPTION / FACTS

ON 12/03/2022 AT APPROXIMATELY 11:20 AM THERE WAS A MALFUNCTION OF A THREE RECLOSURE THAT DESTROYED THE RECLOSURE AND SHUT DOWN THE ENTIRE SALEM SUBSTATION. SINCE SHO-POWER NO LONGER OWNS THE SUBSTATION THE ENTIRE COST IS ON THE CITY OF SALEM FOR THE PURCHASE OF THE RECLOSURE AND THE MAN POWER TO BRING THE SUBSTATION BACK UP TO NORMAL OPERATION.

THE CITY OF SALEM DOES NOT KEEP A THREE PHASE RECLOSURE IN STOCK NOR DO THEY HAVE THE EXPERTISE TO REMEDY THIS SITUATION. IT WOULD BE A HUGE SAFETY ISSUE SINCE SALEM ELECTRIC EMPLOYEES ARE NOT FAMILIAR WITH SUBSTATION WORK. SHO- ME POWER DISPATCHED EMPLOYEES OUT IMMEDIATELY TO TAKE CARE OF THE REPLACEMENT OF THE RECLOSURE AND HAD POWER RESTORED AT APPROXIMAELY 8:00 PM.

PROCUREMENT

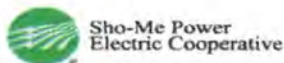
THE INVOICE FROM SHO-ME POWER FOR THE PRICE OF THE RECLOSURE IS \$19,800.00, THE COST FOR THE SHO-ME EMPLOYEES DOING THE WORK WAS \$2400.00 AND MILEAGE WAS \$42.12.

FISCAL IMPACTS

PHOTOS AND THE INVOICE ARE BEING SENT TO THE CITY'S INSURANCE COMPANY TO SEE IF THIS CLAIM IS COVERED. THE CITY HAS \$100,000 IN 501-501-46100 LINE ITEM WHICH IS THE EQUIPMENT MAINTENANCE FOR THE ELECTRIC DEPT.

SUPPORT DOCUMENTS: [List all additional documents that accompany this summary]

DEPARTMENT'S RECOMMENDED MOTION: MOVE TO APPROVE THE INVOICE FROM SHO-ME POWER for \$22,242.12. THIS INVOICE WAS SENT 12/5/2022. 30 DAYS PAST DUE HAS A 1.5% PENALTY CHARGE PER MONTH



Work for Others - Non-Members

SMP Preparer: Jarrod Murdaugh

Applicable Work Order number or Project Name Salem 1 Recloser Replacement

Detailed Project Scope

On 12/3/2022 at 10:52am a fault occurred at the Salem 1 substation. As a result of the fault the city recloser was significantly damaged beyond repair. The city of Salem made the request for Sho-Me crews to assist with replacement of the recloser. The crews completed the work the same day. This WFO is to retroactively capture the costs incurred for that support.

Requesting Company:

City of Salem

Requesting Company Contact Information

Name: Josh Kotschedoff
 Phone: 573-247-0679
 Address: 1205 S Wines, Salem, MO 65560
 Billing Address (if different from above): 400 N Iron St, Salem, MO 65560
 Email: electric@salemco.com

Cost Estimate

	Description	Type	Quantity	Rate	Material Handling Charge	Total
Labor:	Sub Crew	Overtime	6.00	200.00		\$ 1,200.00
	M&R Crew	Overtime	6.00	200.00		1,200.00
Equipment:				0.00		-
				0.00		-
				0.00		-
Mileage:	Drive from Cuba Show-Up to Salem 1		72	0.585		42.12
Per Diem:						-
Contracted Construction:						-
Materials:	Eaton NOVA Recloser		1	18,000.00	1,800.00	19,800.00
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
					-	-
Total Estimated Cost:						\$ 22,242.12 *

*Estimated Cost does not include any sales tax that may be applicable.

A Sho-Me Power Staff Manager must sign this form prior to it being sent to the Requesting Party. An authorized signatory of the Requesting Party hereby authorizes the above described service to be performed and agrees to the above conditions included therein.

Authorized Signature

Josh Kotschedoff

Name & Title

Date

DocuSigned by:
Chris Bolick

64D94G0657864A6

Sho-Me Staff Manager Signature

Chris Bolick

Chief Operating Officer

Name & Title

12/5/2022

Date

Sho-Me Power Electric Cooperative's (Sho-Me Power) core business will take priority in regards to any use of Sho-Me Power's resources. The above estimate is not a firm bid, but only an estimate of charges necessary to complete the task requested. Sho-Me Power shall determine when the requested service can be performed. Upon completion of the work requested, an invoice will be issued reflecting this estimate; however, if actual hours required exceed this estimate, a revised billing will be prepared reflecting actual hours worked, and said invoice will be due on receipt. Invoices not paid within 30 days of being issued are subject to late payment penalty charges of 1.5% per month.



When Sho-Me Power is performing work for another party the SMP Work for Others form should be used.

1. Obtain information from third party requester to complete the form.
--

2. Complete the estimated cost section remembering to include all detail that may be applicable. The labor and equipment rates can be selected from a drop down menu and will total automatically.
--

3. Once the information has been completed, the form should be signed by the requesting party, and routed to all applicable SMP personnel.
--

5. Please forward any relevant related documents to the Accounting Department.
--

Labor Type	Hourly Rate
Regular Time	\$ 150.00
Overtime	\$ 200.00
Sundays & Holidays	\$ 300.00

Equipment Type	Daily Rate
6 x 6 Boom Truck	\$ 600.00
Digger Derrick	\$ 600.00
Truck Mounted Crane	\$ 600.00
Bulldozer	\$ 500.00
Large Bucket Truck	\$ 400.00
Backhoe/Loader	\$ 400.00
Small Bucket Truck	\$ 100.00
Underground Fault Finder	\$ 200.00
	\$ 200.00

Staff Summary Report

MEETING DATE:	December 13, 2022
AGENDA ITEM:	ITEM V BIDS
AGENDA TITLE:	WELCOME HOME BID APPROVAL-#4 PARKVIEW PLACE
ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Welcome Home Bid Approval, #4 Parkview Place
SUMMARY BY:	Missy Canaday / Sally Burbridge

PROJECT DESCRIPTION / FACTS

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

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

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

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

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

Owner Occupied Housing Breakout = 25 Homes		Total Housing Units	Units in Process	Units Completed
Less than or equal to 50% AMI (Area Median Income)		6	1	
Less than or equal to 80% AMI (All participants in the program must meet this income threshold in addition to any other category)	Veteran Owned	6	1	
	Special Needs*	6	1	
		7	2	

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

This Staff Summary and supporting documentation is for the final home in Round #1. This is the second time this home has gone out for bid as the homeowner rejected both bids received the first time. The homeowner agrees with the staff recommendation for acceptance of the bids and opted for the \$23,000 option on this bid.

PROCUREMENT

Request for Bids was advertised in The Salem News beginning October 11, 2022 and was posted on the City's website.

A pre-bid walk through of the 5 homes (this home from Rd #1 and 4 homes from Rd #2) was done on October 21, 2022.

Sealed Bids were due November 4, 2022 and opened at 10 am at the MRPC office in St. James.

FISCAL IMPACTS

See Additional Agenda Items for Contracts and Fiscal Impacts

SUPPORT DOCUMENTS:

Bids are listed below in order of staff and homeowner recommendation:

4 Parkview Place Bids:

Ad-Par Construction Inc - \$23,000

Mendenhall Contracting Inc – \$99,300

DEPARTMENT’S RECOMMENDED MOTION Move to Approve the bid from Ad-Par Construction Inc for 4 Parkview Place, Salem, MO. rehabilitation work and reject the bid from Mendenhall Construction Inc.

NOV 02 2022

FEDERAL HOME LOAN BANK AHP PROGRAM

Salem, MO

REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint**BIDS MUST BE ON THIS BID SHEET!!!!**

Address: #4 Parkview Place, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

Meramec RPC
St. James, MO**BID SPECIFICATIONS: All items may not be awarded. ADDENDUM 10/21/22**

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable.

In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
Frt. Walk: Remove from porch to driveway.					\$ 750.00
Drain Tile: From driveway at garage to where the foundation from the garage connects to the house basement wall in the rear, dig down to the footing. Clean dirt and debris from basement wall. At rear basement entry remove floor and drain. Install new 3" drain complete with trap and removable grilled drain cover. Drain will be set and concrete poured and finished so water will run to drain with no pooling. Install 3" pvc schedule 40 pipe from drain to day light toward yard shed. Drain will be sloped so water will drain out of line. Fill all wall ties with tar. Install 2 coats of foundation coating on basement walls (following manufactures spec for thickness) up to approximately 8" above finish ground. Install drain tile on top of footing completely around basement. Drain tile will run to day light toward yard shed and sloped to drain. Install approximately 12" of 3/4" cleaned white rock over drain tile. Back fill with dirt. Dirt will be sloped away from basement to allow water not to stand along wall. Grade smooth for mowing, seed and straw. Install down spout extensions on each down spout to move water away from foundation.					\$ 20,000.00
Sidewalk replacement: Where front walk was removed replace following the following spec. Form with 8" thicken edge along the outside. Same size as walk that was removed. Rebar: Float 2, 1/2" rebar around the outside in the thicken edge. Drill 5/8" holes (3) 6" deep into existing driveway and porch. Install 3, 1/2" rebar 10" in length to tie walks together. Wire Mesh: Install wire mesh (6" x 6", #10/10 W.W.F.) from thicken edge to thicken edge, mesh will be pulled up into concrete during the pour. Tie mesh to rebar from wall. Base: Install a 2"-4" minimum base of crushed limestone to provide a uniform base. Installation & Finish: Install a 1/2" expansion material between the new concrete and the existing. Form for running slope of 1:20 max and cross slope to be 1:50 max. Pour with a 6 bag mix at 4" thick. Install control joints (grooved) at intervals equal to the width of the sidewalk. Float, edge and straight broom finish. Grade seed and straw. If weather is 90 degrees or above on the day of the pour, spray sidewalks that are in direct sunlight down with a curing agent to ensure 3,500 psi.					\$ 2,250.00

Windows: Remove existing windows and dispose of. Install vinyl Low-E double hung replacement tilt in windows to manufactures spec. Wrap all exterior wood work with metal and caulk. Confirm emergency egress and rescue opening requirements are met at bedroom window (24" min high X 20" min wide and 5.0 SF (at grade)/5.7 SF (not at grade) opening per IBC Sect 1029).					No Bid on Windows
NOTE: Dig Rite and all Utility locate is the contractors					
Roof: At rear of unit above basement steps, install a roof approximately 12ft long and 6ft wide to the following spec. Install a 2"x 8" band board secured to the brick. Drill and install into the mortar joints every 16" 3/8" x 3 1/2" drive pin anchors staggered from 1 1/2" from the top of the 2x8 and 1 1/2" up from the bottom. Install concrete piers 24" deep by 18" wide one at the front of the well at the step, one in the center of the well and one at the corner of the well, for post to set on. Install 3 treated 4x4 post secured to piers. Install a 2x10 band board notched an inch and a half into the top of each post and secured with 3" lag screws, 2 in each post. Band board will be set level. Install 2x6 rafters 16" o/c secured to band board at house with joist hangers. Install hurricane clips to joist where each connects to outside band board. Install 1x4 perlins 32" o/c secured to each rafter. Rafter slope will be a min of a 3/12 pitch. Install painted metal roofing to manufactures spec. Saw cut brick above metal roofing so to allow metal flashing to be tucked into groove and sealed. Flashing will cover a min of 8" onto roof. Install fasica board and wrap with metal.					\$4,000.00
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be illuminated at dark.					

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

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

Total Bid Price In Words: Twenty Seven Thousand with roof. Twenty Three Thousand without roof

Contractor Name: Todd Parks

Company Name: Ad-Pm Construction Inc.

Mailing Address: 4101 West Hwy 32

Phone Number: 573-247-1525

Fax Number: _____

Email Address: tparks111@yahoo.com

Delivery Date: _____

Total Bid Amount:

With Pouch Roof \$27,000.00

Without Roof \$23,000.00

FEDERAL HOME LOAN BANK AHP PROGRAM

Salem, MO

REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

Address: #4 Parkview Place, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

BID SPECIFICATIONS: All items may not be awarded. ADDENDUM 10/21/22

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

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
Frnt. Walk: Remove from porch to driveway.					
Drain Tile: From driveway at garage to where the foundation from the garage connects to the house basement wall in the rear, dig down to the footing. Clean dirt and debris from basement wall. At rear basement entry remove floor and drain. Install new 3" drain complete with trap and removable gridded drain cover. Drain will be set and concrete poured and finished so water will run to drain with no pooling. Install 3" pvc schedule 40 pipe from drain to day light toward yard shed. Drain will be sloped so water will drain out of line. Fill all wall ties with tar. Install 2 coats of foundation coating on basement walls (following manufactures spec for thickness) up to approximately 8" above finish ground. Install drain tile on top of footing completely around basement. Drain tile will run to day light toward yard shed and sloped to drain. Install approximately 12" of 3/4" cleaned white rock over drain tile. Back fill with dirt. Dirt will be sloped away from basement to allow water not to stand along wall. Grade smooth for mowing, seed and straw. Install down spout extensions on each down spout to move water away from foundation.					\$70,000.00
Sidewalk replacement: Where front walk was removed replace following the following spec. Form with 8" thicken edge along the outside. Same size as walk that was removed. Rebar: Float 2, 1/2" rebar around the outside in the thicken edge. Drill 5/8" holes (3) 6" deep into exsting driveway and porch. Install 3, 1/2" rebar 10" in length to tie walks together. Wire Mesh: Install wire mesh (6" x 6", #10/10 W.W.F.) from thicken edge to thicken edge, mesh will be pulled up into concrete during the pour. Tie mesh to rebar from wall. Base: Install a 2"-4" minimum base of crushed limestone to provide a uniform base. Installation & Finish: Install a 1/2" expansion material between the new concrete and the existing. Form for running slope of 1:20 max and cross slope to be 1:50 max. Pour with a 6 bag mix at 4" thick. Install control joints (grooved) at intervals equal to the width of the sidewalk. Float, edge and straight broom finish. Grade seed and straw. If weather is 90 degrees or above on the day of the pour, spray sidewalks that are in direct sunlight down with a curing agent to ensure 3,500 psi.					\$4500.00

Windows: Remove existing windows and dispose of. Install vinyl Low-E double hung replacement tilt in windows to manufactures spec. Wrap all exterior wood work with metal and caulk. Confirm emergency egress and rescue opening requirements are met at bedroom window (24" min high X 20" min wide and 5.0 SF (at grade)/5.7 SF (not at grade) opening per IBC Sect 1029).					\$20,000.00
NOTE: Dig Rite and all Utility locate is the contractors					
Roof: At rear of unit above basement steps, install a roof approximately 12ft long and 6ft wide to the following spec. Install a 2"x 8" band board secured to the brick. Drill and install into the mortar joints every 16" 3/8" x 3 1/2" drive pin anchors staggered from 1 1/2" from the top of the 2x8 and 1 1/2" up from the bottom. Install concrete piers 24" deep by 18" wide one at the front of the well at the step, one in the center of the well and one at the corner of the well, for post to set on. Install 3 treated 4x4 post secured to piers. Install a 2x10 band board notched an inch and a half into the top of each post and secured with 3" lag screws, 2 in each post. Band board will be set level. Install 2x6 rafters 16" o/c secured to band board at house with joist hangers. Install hurricane clips to joist where each connects to outside band board. Install 1x4 perlings 32" o/c secured to each rafter. Rafter slope will be a min of a 3/12 pitch. Install painted metal roofing to manufactures spec. Saw cut brick above metal roofing so to allow metal flashing to be tucked into groove and sealed. Flashing will cover a min of 8" onto roof. Install fascia board and wrap with metal.					\$4500.00
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be illuminated at dark.					\$300.00

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

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

Total Bid Price In Words: NINETY NINE THOUSAND THREE HUNDRED DOLLARS

Contractor Name: DAVE MENDENHALL

Company Name: MENDENHALL CONTRACTING INC.

Total Bid Amount: \$99,300.00

Mailing Address: 24250 ST. RAY ST. JAMES, MO. 65559

Phone Number: 573-261-0210 (DAVE)

Fax Number: N/A

Email Address: You Have IT (mendenhallcontractingllc@yahoo.com)

Delivery Date: When We Find An Opening In Schedule

Staff Summary Report

MEETING DATE:	December 13, 2022
AGENDA ITEM:	ITEM V BIDS
AGENDA TITLE:	WELCOME HOME BID APPROVAL-102 S DILWORTH

ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Approve Welcome Home Bids for 102 S. Dilworth Ln
SUMMARY BY:	Missy Canaday / Sally Burbridge

PROJECT DESCRIPTION / FACTS

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

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

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

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

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

Owner Occupied Housing Breakout = 25 Homes		Total Housing Units	Units in Process	Units Completed
Less than or equal to 50% AMI (Area Median Income)		6	2	
Less than or equal to 80% AMI (All participants in the program must meet this income threshold in addition to any other category)	Veteran Owned	6	1	
	Special Needs*	6	1	
		7	1	

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

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

PROCUREMENT

Request for Bids was advertised in The Salem News beginning October 11, 2022 and was posted on the City's website.

A pre-bid walk through of the 5 homes (this home from Rd #1 and 4 homes from Rd #2) was done on October 21, 2022.

Sealed Bids were due November 4, 2022 and opened at 10 am at the MRPC office in St. James

FISCAL IMPACTS

See Additional Agenda Items for Contracts and Fiscal Impacts

SUPPORT DOCUMENTS: Bids are listed below in order of staff and homeowner recommendation:
102 S Dilworth Lane Bids:
5 J's Landscaping Handyman - \$26,550
Mendenhall Contracting Inc – \$57,450

DEPARTMENT'S RECOMMENDED MOTION Move to Approve the bid from 5 J's Landscaping Handyman for 102 S Dilworth Land, Salem, MO. rehabilitation work and reject the bid from Mendenhall Construction Inc.

FEDERAL HOME LOAN BANK AHP PROGRAM

Salem, MO

REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

Address: 102 S Dilworth Ln, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

BID SPECIFICATIONS: All items may not be awarded. ADDENDUM 10/21/22

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

Contractor will be responsible for all measurements and debris removal	Cost			Total Cost
Fr. Walk: Remove from porch to driveway and replace. Reinstall wood ramp.				\$1500
Drain: Along rear of building at marked area. Install a ditch approximately 24" deep and 24" wide. Install 12" of 1" washed rock in the bottom of ditch. Note: Ditch will have approximately 1/4" of fall per foot from the upper end of the ditch to the lower end. Install 4" diameter perforated drain pipe in ditch with the perforated side of the pipe down. Glue couplings at each joint. Install approximately 10" of 1" washed rock on top of pipe the full length of ditch. Install approximately 2" of top soil to cover ditch. Pipe will run to daylight at the lower end of ditch. Grade seed and straw.	mat \$900			\$2400
Water Heater: Remove existing heater and dispose of. Install new water heater same size as was removed, complete with popoff valve and overflow pipe. Installation will be to City Code.	\$1500			\$1800
Water Heater Closet: Replace rot damaged floor in closet. Install vinyl floor covering to manufacture's spec. Install new base trim.				\$1500 \$1500
Floor: Repair possible rot damaged floor joist/beam in hallway area. Reinstall carpet.				
Vinyl Siding: Replace all rot damaged siding, window trim and dispose of. Install Fan Fold. Install vinyl siding complete with accessories this (includes J Blocks) to manufacture's spec. Siding will be a min of 44 mil thick. Vent existing soffit on the front and rear with 12"x16" openings in the existing wood soffit approximately 48" apart. Install metal vented soffit, complete with accessories to the manufacture's spec. Install metal fascia, covering existing wood fascia tucked up under guttering as far as possible without removing guttering. Owners choice of color and style. At kitchen vent pipe, remove existing siding so to access rot damaged area. Repair damage.	\$4200 \$2500 \$1700 mat	siding soffit		\$8700
HVAC: Remove existing HVAC unit and dispose of. Install a new elec. Heat pump furnace and ac complete with duct work all to manufacture's spec. and City Code. Unit will be large enough to heat and cool unit.	\$7800			\$7800

Guttering: Remove existing guttering and dispose of. Replace any rot damaged fascia. Install new seamless 6" guttering complete with over sized down spouts and splash blocks.					H1800
Attic Fan: In hallway install an attic fan appropriate size for hallway. Installation will follow manufacture's spec an dCity Code. Fan will have off and on switch plus timer switch all installed on wall in hallway. Provide fan grill installed.	H600				# 1050
NOTE: Dig Rite and all Utility locate is the contractors Responsibility.					
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be illuminated at dark.					

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

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

Total Bid Price In Words: Twenty Six Thousand five hundred and fifty dollars

Contractor Name: E.J.S. Landscaping Handyman

Company Name: Joe Griffith

Total Bid Amount: \$26,550

Mailing Address: 897 CR 3190 Salem MD 65560

Phone Number: 573-453-6223

Fax Number:

Email Address: Biblethrupe 85@gmail.com

Delivery Date: 03-1-2025

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

FEDERAL HOME LOAN BANK AHP PROGRAM

Salem, MO

REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

Address: 102 S Dilworth Ln, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

BID SPECIFICATIONS: All items may not be awarded. ADDENDUM 10/21/22

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable.

In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
Frt. Walk: Remove from porch to driveway and replace. Reinstall wood ramp.					\$5200.00
Drain: Along rear of building at marked area. Install a ditch approximately 24" deep and 24" wide. Install 12" of 1" washed rock in the bottom of ditch. Note: Ditch will have approximately 1/4" of fall per foot from the upper end of the ditch to the lower end. Install 4" diameter perforated drain pipe in ditch with the perforated side of the pipe down. Glue couplings at each joint. Install approximately 10" of 1" washed rock on top of pipe the full length of ditch. Install approximately 2" of top soil to cover ditch. Pipe will run to daylight at the lower end of ditch. Grade seed and straw.					\$8500.00
Water Heater: Remove existing heater and dispose of. Install new water heater same size as was removed, complete with popoff valve and overflow pipe. Installation will be to City Code.					\$2400.00
Water Heater Closet: Replace rot damaged floor in closet. Install vinyl floor covering to manufacture's spec. Install new base trim.					\$2500.00
Floor: Repair possible rot damaged floor joist/beam in hallway area. Reinstall carpet.					\$2050.00
Vinyl Siding : Replace all rot damaged siding, window trim and dispose of. Install Fan Fold. Install vinyl siding complete with accessories this (includes J Blocks) to manufacture's spec. Siding will be a min of 44 mil thick. Vent existing soffit on the front and rear with 12"x 16" openings in the existing wood soffit approximately 48" apart. Install metal vented soffit, complete with accessories to the manufacture's spec. Install metal fascia, covering existing wood fascia tucked up under guttering as far as possible without removing guttering. Owners choice of color and style. At kitchen vent pipe, remove existing siding so to access rot damaged area. Repair damage.					\$17,200.00
HVAC: Remove existing HVAC unit and dispose of. Install a new elec. Heat pump furnace and ac complete with duct work all to manufacture's spec. and City Code. Unit will be large enough to heat and cool unit.					\$14,500.00

Guttering: Remove existing guttering and dispose of. Replace any rot damaged fascia. Install new seamless 6" guttering complete with over sized down spouts and splash blocks.					\$3000.00
Attic Fan: In hallway install an attic fan appropriate size for hallway. Installation will follow manufacture's spec and City Code. Fan will have off and on switch plus timer switch all installed on wall in hallway. Provide fan grill installed.					\$1800.00
NOTE: Dig Rite and all Utility locate is the contractors Responsibility.					
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be illuminated at dark.					\$300.00

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

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

Total Bid Price In Words: FIFTY SEVEN THOUSAND FOUR HUNDRED FIFTY DOLLARS

Contractor Name: DAVE MENDENHALL

Company Name: MENDENHALL CONTRACTING INC.

Total Bid Amount: \$57,450.00

Mailing Address: 24250 ST. RTE P ST. JAMES, MO, 65559

Phone Number: 573-261-0210 (DAVE)

Fax Number: N/A

Email Address: YOU HAVE IT

Delivery Date: WHEN WE FIND AN OPENING

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

Staff Summary Report

MEETING DATE: December 13, 2022
AGENDA ITEM: ITEM V BIDS
AGENDA TITLE: MUNICIPAL FINANCIAL ADVISOR SERVICES

ACTION REQUESTED BY: Temp City Administrator / Finance Director
ACTION REQUESTED: Approval of Proposal for Municipal Financial Advisor Services
SUMMARY BY: Sally Burbridge

PROJECT DESCRIPTION / FACTS

A Request for Proposals was solicited with 4 Proposals received. With the following scoring (4 is Best) Scorers ranked the proposals 4-1 on each of the categories.

	Experience & Qualifications	Ability to Provide Services	Schedule of Fees	Total Score
McLiney And Company	2	3	1	6
Piper Sandler & Co	3	4	2	9
Stifel	4	2	3	9
WM Financial Strategies	1	1	4	6

PROCUREMENT

Per the Purchasing Policy, VIII. Special Procurement Procedures, C. Professional Services - Requests for Proposals were solicited via The Salem News, salemmo.com, and direct emailed to multiple entities who can provide this service.
4 proposals were received and are presented.

FISCAL IMPACTS

See Contract approval item on this agenda.

SUPPORT DOCUMENTS: Municipal Financial Advisor Proposals-Proposals are available in the packet download on the city website.

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Financial Services Proposal from Piper Sandler & Co.

Staff Summary Report

MEETING DATE:	12/13/2022
AGENDA ITEM:	ITEM V BIDS
AGENDA TITLE:	BULK SALT FOR STREET DEPARTMENT

ACTION REQUESTED BY:	PUBLIC WORKS DIRECTOR
ACTION REQUESTED:	PURCHASE BULK SALT
SUMMARY BY:	MARK NASH

PROJECT DESCRIPTION / FACTS

BULK SALT IS NEEDED FOR STREETS FOR WINTER WEATHER CONDITIONS.
125 TONS NEEDED.

PROCUREMENT

BID #1- KANSAS SALT, \$110 PER TON- \$13,750.00
BID #2- ROCK SALT USA, \$128 PER TON- \$16,384
BID #3-COMPASS MINERALS, \$96.41 PER TON-\$12,051.25

FISCAL IMPACTS

THIS IS UNDER LINE ITEM 100-515-30200 CHEMICAL SUPPLIES. WITH A BUDGET OF \$12,500.00. THE BULL SALT IS THE ONLY ITEM PURCHASED UNDER THIS LINE ITEM.

SUPPORT DOCUMENTS:

DEPARTMENT'S RECOMMENDED MOTION: MOVE TO APPROVE BID FOR COMPASS MINERALS FOR \$12,051.25.

Bulk Salt Dealers
Kansas Salt 913-730-7258
\$110 per ton delivered
125 tons = \$13,750

Rock Salt USA 844-725-8872
Mark 314-736-5111
\$128 per ton
125 tons = \$16,384

Compass Minerals
\$96.41
125 tons \$12,051.25

**Sold-To ("Buyer"):**

Brent Young
City of Salem
400 N Iron
Salem, MO 65560

Date: July 28, 2022

Document: 191316

Tel: (573) 247-6398

Fax:

Email: street@salem-mo.com

Customer #: H708376

Preferred: Email

Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
125 Reserve: 0	City of Salem 401 E. Truman Salem, MO 65560 Destination #: H708377 Delivery Lead Time: 7 days	96.41 Deliver w/o Equipment #12,051.25	Depot: St. Louis - Oakley Product: BULK COARSE LA - HWY (7608) Mode of Transport: DUMP (END OR BOTTOM) Distance: 127.5 Miles

-Subject to prior sale

-An active order must be placed a minimum of one day in advance of pick up load

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Friday, 31 Mar 2023

Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will

Terms are NET 30 days from shipment with approved credit.

- * This Quotation is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- * Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store the Product after 31 Mar 2023, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By:

Austin Welch
Highway Sales Mgr 800-323-1641 x2
Compass Minerals America Inc.

Signature:

Title: Street Superintendent

Name: Brent Young City of Salem

Date: 8-25-2022

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

Staff Summary Report

MEETING DATE:	12/14/2022
AGENDA ITEM:	AIRPORT
AGENDA TITLE:	AIRPLANE FUEL

ACTION REQUESTED BY:	PUBLIC WORKS DIRECTOR
ACTION REQUESTED:	PURCHASE AIRPLANE FUEL
SUMMARY BY:	MARK NASH

PROJECT DESCRIPTION / FACTS

PURCHASE AIRPLANE FUEL FOR SALEM AIRPORT. WE HAVE RECEIVED TWO BIDS FOR 100 LL .

PROCUREMENT

WE HAVE TWO BIDS. (1) FROM PHIL- MART,LLC FOR \$5.50 PER GALLON AND (2) NAEGLER TRANSPORT FOR \$4.10 PER GALLON.THE LENGTH OF TIME THAT THESE BIDS ARE GOOD FOR RANGE FROM 3 TO 7 DAYS.

FISCAL IMPACTS

IN THE BUDGET FOR AIRPLANE FUEL THE TOTAL IS \$14,481. THAT LINE ITEM NUMBER IS 560-501-30115

SUPPORT DOCUMENTS:	[List all additional documents that accompany this summary]
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DEPARTMENT'S RECOMMENDED MOTION: MOVE TO ALLOW ADMIN. TO SPEND UP TO \$10,000 FOR FUEL BASED ON TIME LIMITS. BE CAUSE THE PRICE THAT YOU WOULD APPROVE TONIGHT MAY NOT BE WHAT THE PRICE IS GOING TO BE AT THE TIME WE ORDER THE FUEL. THE PRICE HAS DROPPED THE LAST FEW WEEKS

AvGas for City of Salem Airport

Email Service <naeglertransport@live.com>

Wed 12/7/2022 2:31 PM

To: Street <street@salemco.com>

Cc: naegleroil@sbcglobal.net <naegleroil@sbcglobal.net>

Brent Young,

In regards to our conversation for a price on up to 4000 gallons of AvGas 100LL for delivery to the Salem Airport I have you right at \$4.10 gallon which will only be valid until Monday 12/12/2022 and that's on the truck price. If it is loaded later than that it will be depending on the price change on Monday evening. If you have any questions please feel free to call.

Thank you,
Mike Williams
Naegler Transport
417 699 1509

Phil-Mart, L.L.C.
500 South Main
MO 65560

Phil-Mart, L.L.C.

Date	Invoice #
11/17/2022	24678

Bill To
City of Salem

P.O. No.	Terms	Project
	15th	

Quantity	Description	Rate	Amount
4,000	100 Octane Aviation Fuel This is not a bill. This quote for aviation fuel is good for 3 days.	5.50	22,000.00
		Total	\$22,000.00

Staff Summary Report

MEETING DATE:	12/13/2022
AGENDA ITEM:	
AGENDA TITLE:	Post-Issuance Tax Compliance Services

ACTION REQUESTED BY:	Finance Director
ACTION REQUESTED:	APPROVAL FOR PROPOSAL
SUMMARY BY:	Stacey Houston

PROJECT DESCRIPTION / FACTS

1.- Our Certificates of Participation, Series 2017B (Pool Proj), Federal tax laws require that an arbitrage calculation be completed and, if applicable, a payment to the Federal Government be made at least every five years and upon final redemption or maturity of the Bonds. In addition, they will submit their legal opinion along with the arbitrage calculation, prepare form 8038-T for filing with the IRS if rebate payment is required, and prepare a final written allocation memorandum for the City to memorialize the use and expenditure proceeds used to finance the project.

2.- Certificates of Participation, Series 2017 (Utility), we are required to prepare annual arbitrage calculations and submit filings with the IRS each April 1 commencing April 1, 2023, through the next required installment date arbitrage on April 1, 2027.

The firm, Gilmore & Bell, P.C, has acted as our Special Tax Counsel for the 2017 bonds and has assisted the City in fulfilling our annual disclosure obligations in accordance with federal securities laws and submitting the appropriate disclosure agreements to the MSRB.

If approved, Gilmore & Bell, P.C will prepare the Arbitrage Analysis and Final Written Allocation requirement for the 2017B Pool project and prepare annual reporting obligations for the 2017 Utility COP

PROCUREMENT

n/a

FISCAL IMPACTS

This expense for the 2017B Pool Project is \$5,500 and was not budgeted for, we were not aware that this post-issuance tax compliance needed to be completed.

This expense will come out of Special Services 210-501-50700- which will put this expense line over budget, a budget adjustment will need to be done to take from Reserves From Prior Year, the Reserve From Prior Year is \$335,066, we have budgeted to use \$135,021, so we would increase that to \$140,521.

The expense for the 2017 Utility annual filing is \$1,100, to be split among all utilities Electric 501-501-50700 \$366.66; Water 510-501-50700 \$366.67; Sewer 520-501-50700 \$366.67

SUPPORT DOCUMENTS:	Gilmore Bell Proposal
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DEPARTMENT'S RECOMMENDED MOTION:	Move to approve the expense to allow Gilmore & Bell to complete our required obligation for the COP's, Series 2017 & 2017B.
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RESOLUTION NO. 47-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND GILMORE AND BELL, P.C. FOR POST ISSUANCE TAX COMPLIANCE SERVICES.

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

Section 1.

The mayor is here by authorized to enter on behalf of the City of Salem, Missouri an agreement between the City of Salem, Missouri and Gilmore & Bell P.C. for tax compliance services.

Section 2.

The cost for preparing the Arbitrage Calculation and final written allocation for the Series 2017B Certificates as of November 1, 2022, will be \$5,500.00 payable upon completion and delivery of the report.

Section 3.

This resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 13TH DAY OF DECEMBER 2022.

APPROVED:

Greg Parker
Mayor

ATTEST:

APPROVAL AS TO FORM:

Tammy Koller
City Clerk

James Weber
City Attorney



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

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

November 18, 2022

Via Email: finance@salem.mo.gov

Ms. Stacey Houston
Finance Director
City of Salem, Missouri
400 N. Iron Street
Salem, MO 65560

Re: Post-Issuance Tax Compliance Services Proposal

Dear Ms. Houston:

Gilmore & Bell, P.C. is pleased to submit this post-issuance tax compliance services proposal to the City of Salem, Missouri (the “City”). In connection with the issuance of the Certificates of Participation (Water and Sewer Improvements), Series 2017 in the principal amount of \$7,335,000 (the “**Series 2017 Certificates**”) and the Certificates of Participation (Municipal Pool Project), Series 2017B in the principal amount of \$1,780,000 (the “**Series 2017B Certificates**”), the City has covenanted to comply with all federal tax laws to maintain the exemption of interest on the Certificates from federal income taxation. The purpose of this engagement is to provide certain tax compliance services to assist the City in meeting these covenants.

Series 2017 Certificates

As Tax Analyst for the Series 2017 Certificates, we will prepare annual arbitrage calculations each April 1 commencing April 1, 2023, through the next required installment date arbitrage calculation on April 1, 2027. In addition to rendering our legal opinion along with the installment date arbitrage calculation, we will prepare a Form 8038-T for filing with the IRS if an arbitrage rebate payment is required. To prepare the arbitrage calculations, we will need investment and expenditure information for all funds that contain “gross proceeds” of the Series 2017 Certificates.

As part of our services for the Series 2017 Certificates, we will update the written allocation to memorialize the use and expenditure of Series 2017 Certificate proceeds once the project fund is spent and the project is placed in service.

Our fee for preparing annual arbitrage calculations and updating the written allocation for the Series 2017 Certificates will be \$1,100 per year, payable upon completion and delivery of each annual report.

Series 2017B Certificates

As Tax Analyst for the Series 2017B Certificates, we will prepare an installment arbitrage calculation from the issue date, December 14, 2017, to November 1, 2022. In addition to rendering our

legal opinion along with this arbitrage calculation, we will prepare a Form 8038-T for filing with the IRS if an arbitrage rebate payment is required. To prepare the arbitrage calculation for the Series 2017B Certificates, we will need investment and expenditure information for all funds that contain "gross proceeds" of the Series 2017B Certificates.

As part of our services for the Series 2017B Certificates, we will also prepare a final written allocation memorandum for the City to memorialize the use and expenditure of Series 2017B Certificate proceeds and other City funds used to finance the project. The final written allocation will provide a summary allocation of total sources, including related investment earnings of Series 2017B Certificate proceeds, to total uses as well as a final asset list reconciled to project costs financed by the Series 2017B Certificates and other City funds. To prepare the final written allocation for the Series 2017B Certificates, we will need trustee requisitions or a ledger of total project expenditures (including project expenditures paid from both Series 2017B Certificate proceeds and other City funds) with the following information: payee, check or wire transfer date, payment amount, general description of expenditure purpose either by narrative description or reference to capital account to which the payment will be allocated.

Our fee for preparing the arbitrage calculation and final written allocation for the Series 2017B Certificates as of November 1, 2022 will be \$5,500, payable upon completion and delivery of the report.

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

Sincerely,



Emily Horak
Compliance Services Administrator

cc: Tammy Koller
Toni Stegeman
Haden Crumpton

Acknowledged and Agreed as of _____, 2022.

CITY OF SALEM, MISSOURI

By: _____

Name: _____

Title: _____

Staff Summary Report

MEETING DATE:	December 13, 2022
AGENDA ITEM:	ITEM VI READING OF BILLS AND RESOLUTIONS
AGENDA TITLE:	RESOLUTIONS NO. 48-2022

ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Approve Welcome Home Rehabilitation Contract, #4 Parkview Pl. (Cook)
SUMMARY BY:	Missy Canaday / Sally Burbridge

PROJECT DESCRIPTION / FACTS

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

PROCUREMENT

See previous Bid Approval on this agenda for #4 Parkview Pl. (Cook)

FISCAL IMPACTS

Economic Development Revenue line 703-47550 has already received \$5,000 from homeowner for their required contribution prior to work beginning.

The contract will result in an expense to Economic Development, FHLB Grant Expenses 703-501-70550 in the amount of \$23,000.

Upon completion of rehab work on all 4 homes in Round #1, the City will be able to apply for reimbursement from FHLB in the amount of \$23,000. No home will be able to go above \$23,000 for total work performed. Any change orders must be at approval of, and paid by, homeowner.

SUPPORT DOCUMENTS:	1. Contract between Ad-Par Construction Inc., and Londyn Cook, and the City of Salem for #4 Parkview Place, Salem, Mo 65560
	2. Ad-Par Construction Inc. Bid

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve contract between Ad-Par Construction Inc, Londyn Cook, #4 Parkview Place, Salem, MO and the City of Salem for rehabilitation work through the Affordable Housing Program of the Federal Home Loan Bank of Des Moines for the amount of \$23,000.

RESOLUTION NO. 48-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN AD-PAR CONSTRUCTION AND (THE “CONTRACTOR”), THE CITY OF SALEM, MISSOURI (THE “CITY”) AND LONDYN COOK (THE “OWNER”) OF PROPERTY LOCATED AT #4 PARK VIEW PLACE, SALEM, MISSOURI.

WHEREAS, the Contractor shall comply with all provisions specified in the Rehabilitation Contract for the FHLB (Welcome Home) Housing Program, Exhibit A attached hereto and made part hereof for the total sum of \$23,000;

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

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

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

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

Section 1.

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

Section 2.

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

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 13TH DAY OF
DECEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A

REHABILITATION CONTRACT
For The
FHLB (Welcome Home) Housing Program

THIS AGREEMENT made and entered into this 13th day of December 2022, by and between **Ad-Par Construction Inc.**, hereinafter called the "Contractor", and **Londyn Cooke**, hereinafter called the "Owner" of property located at **#4 Parkview Place, Salem Mo 65560**, and the City of Salem hereinafter called the "City". In consideration of the mutual promises and agreements contained herein, the undersigned Contractor, Owner, and City agree as follows:

I. The Contractor shall comply with the following provisions:

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

Furnish all labor, materials, supervision and services necessary to do the work specified in the "Work Write-up" (Attachment A) and made a part hereof for the total sum of \$ 23,000.00.

(2) Notice to Proceed and Date of Completion:

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

(3) Specifications, Codes and Regulations:

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

(4) Insurance:

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

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

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

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

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

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

(5) Permits and Licenses:

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

(6) Debris and Material Removal:

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

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

(7) Assignments and Subcontracts:

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

(8) Subcontracts to City Officials and Employees:

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

(9) Guaranty:

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

(10) Correction of Work:

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

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

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

(11) Suspension of Work, Termination and Delay:

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

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

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

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

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

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

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

(12) Payments to Contractor:

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

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

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

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

(13) Owner's Rights

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

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

(14) Acceptance of Final Payment as Release:

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

(15) Changes in Work:

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

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

(16) Changes in Contract Price

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

(17) Time for Completion and Liquidated Damages:

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

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

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

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

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

(18) Equal Opportunity

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

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

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

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

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

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

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

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

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

Civil Rights Act of 1964

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

Section 109 of the Housing and Community Development Act of 1974

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

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

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

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

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

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

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

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

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

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

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

Affirmative Action for Handicapped Workers

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

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

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

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

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

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

- (23) Special Conditions Pertaining To Hazards Safety Standards

Lead-Based Paint Hazards

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

Lead Clearance

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

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

II. The Owner shall:

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

III. General Provisions:

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

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

Contractor

Signature of Contractor

Date

Address

Telephone

Owner

Signature

Date

Address

Telephone

Signature of Representative

Date

Address

Telephone

NOV 02 2022

FEDERAL HOME LOAN BANK AHP PROGRAM

Salem, MO

REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint**BIDS MUST BE ON THIS BID SHEET!!!!**

Address: #4 Parkview Place, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

Meramec RPC
St. James, MO**BID SPECIFICATIONS: All items may not be awarded. ADDENDUM 10/21/22**

Please Note: Contractor is required to show unit price and total cost for each line item. Failure to do so may render your bid unacceptable.

In case of a discrepancy between the unit price and the total cost, the unit price shall be considered to be the bid.

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
Frt. Walk: Remove from porch to driveway.					\$ 750.00
Drain Tile: From driveway at garage to where the foundation from the garage connects to the house basement wall in the rear, dig down to the footing. Clean dirt and debris from basement wall. At rear basement entry remove floor and drain. Install new 3" drain complete with trap and removable grilled drain cover. Drain will be set and concrete poured and finished so water will run to drain with no pooling. Install 3" pvc schedule 40 pipe from drain to day light toward yard shed. Drain will be sloped so water will drain out of line. Fill all wall ties with tar. Install 2 coats of foundation coating on basement walls (following manufactures spec for thickness) up to approximately 8" above finish ground. Install drain tile on top of footing completely around basement. Drain tile will run to day light toward yard shed and sloped to drain. Install approximately 12" of 3/4" cleaned white rock over drain tile. Back fill with dirt. Dirt will be sloped away from basement to allow water not to stand along wall. Grade smooth for mowing, seed and straw. Install down spout extensions on each down spout to move water away from foundation.					\$ 20,000.00
Sidewalk replacement: Where front walk was removed replace following the following spec. Form with 8" thicken edge along the outside. Same size as walk that was removed. Rebar: Float 2, 1/2" rebar around the outside in the thicken edge. Drill 5/8" holes (3) 6" deep into existing driveway and porch. Install 3, 1/2" rebar 10" in length to tie walks together. Wire Mesh: Install wire mesh (6" x 6", #10/10 W.W.F.) from thicken edge to thicken edge, mesh will be pulled up into concrete during the pour. Tie mesh to rebar from wall. Base: Install a 2"-4" minimum base of crushed limestone to provide a uniform base. Installation & Finish: Install a 1/2" expansion material between the new concrete and the existing. Form for running slope of 1:20 max and cross slope to be 1:50 max. Pour with a 6 bag mix at 4" thick. Install control joints (grooved) at intervals equal to the width of the sidewalk. Float, edge and straight broom finish. Grade seed and straw. If weather is 90 degrees or above on the day of the pour, spray sidewalks that are in direct sunlight down with a curing agent to ensure 3,500 psi.					\$ 2,250.00

Windows: Remove existing windows and dispose of. Install vinyl Low-E double hung replacement tilt in windows to manufactures spec. Wrap all exterior wood work with metal and caulk. Confirm emergency egress and rescue opening requirements are met at bedroom window (24" min high X 20" min wide and 5.0 SF (at grade)/5.7 SF (not at grade) opening per IBC Sect 1029).					No Bid on Windows
NOTE: Dig Rite and all Utility locate is the contractors					
Roof: At rear of unit above basement steps, install a roof approximately 12ft long and 6ft wide to the following spec. Install a 2"x 8" band board secured to the brick. Drill and install into the mortar joints every 16" 3/8" x 3 1/2" drive pin anchors staggered from 1 1/2" from the top of the 2x8 and 1 1/2" up from the bottom. Install concrete piers 24" deep by 18" wide one at the front of the well at the step, one in the center of the well and one at the corner of the well, for post to set on. Install 3 treated 4x4 post secured to piers. Install a 2x10 band board notched an inch and a half into the top of each post and secured with 3" lag screws, 2 in each post. Band board will be set level. Install 2x6 rafters 16" o/c secured to band board at house with joist hangers. Install hurricane clips to joist where each connects to outside band board. Install 1x4 perlins 32" o/c secured to each rafter. Rafter slope will be a min of a 3/12 pitch. Install painted metal roofing to manufactures spec. Saw cut brick above metal roofing so to allow metal flashing to be tucked into groove and sealed. Flashing will cover a min of 8" onto roof. Install fasica board and wrap with metal.					\$4,000.00
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be illuminated at dark.					

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

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

Total Bid Price In Words: Twenty Seven Thousand with roof. Twenty Three Thousand without roof

Contractor Name: Todd Parks

Company Name: Ad-Pm Construction Inc.

Mailing Address: 4101 West Hwy 32

Phone Number: 573-247-1525

Fax Number: _____

Email Address: tparks111@yahoo.com

Delivery Date: _____

Total Bid Amount:

With Pouch Roof \$27,000.00

Without Roof \$23,000.00

Staff Summary Report

MEETING DATE:	December 13, 2022
AGENDA ITEM:	ITEM VI READING OF BILLS AND RESOLUTIONS
AGENDA TITLE:	RESOLUTION NO. 49-2022
ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Approve Welcome Home Rehabilitation Contract, 102 S Dilworth Ln. (Foster)
SUMMARY BY:	Missy Canaday / Sally Burbridge

PROJECT DESCRIPTION / FACTS

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

After the homeowner approved the bid with 5J's Landscaping and Handyman Services, they then chose to negotiate some of the items on the bid. At a meeting where the Homeowners, Contractor and City Staff were present the bid was negotiated to eliminate the "Frt. Walk: Remove from porch to driveway and replace. Reinstall wood ramp."; and Vinyl Siding:..." These items show a single line strike through on the attached bid/scope of work which is Attachment A to the Contract.

It was determined to maintain the integrity of the original bidding process that approval of the contract with these changes was the best option; and a future change order will include the details of the new work as negotiated and approved by all parties and the building inspector for the project.

PROCUREMENT

See Bid Approval for 102 S Dilworth Ln. on this agenda

FISCAL IMPACTS

Economic Development Revenue line 703-47550 will receive \$3,670 from homeowner for their required contribution prior to work beginning.

The contract will result in an expense to Economic Development, FHLB Grant Expenses 703-501-70550 in the amount of \$16,350.

Upon completion of rehab work on all 4 homes in Round #2, the City will be able to apply for reimbursement from FHLB in the amount of \$16,350. No home will be able to go above \$23,000 for total work performed. Any change orders above this amount must be at approval of, and paid by, homeowner.

SUPPORT DOCUMENTS:

1. Contract between 5 J's Landscaping & Handyman Service, Diana Foster (homeowner) and the City for rehabilitation work at 102 S. Dilworth Ln.
2. 5 J's Landscaping & Handyman Service, bid with struck through changes.

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve contract between 5 J's Landscaping and Handyman, Diana Foster, 102 S. Dilworth Ln, Salem, MO and the City of Salem for rehabilitation work through the Affordable Housing Program of the Federal Home Loan Bank of Des Moines for the amount of \$16,350.00

RESOLUTION NO. 49-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN 5 J'S LANDSCAPING AND HANDYMAN SERVICES (THE "CONTRACTOR"), THE CITY OF SALEM, MISSOURI (THE "CITY") AND DIANA FOSTER (THE "OWNER") OF PROPERTY LOCATED AT 102 S DILWORTH, SALEM, MISSOURI.

WHEREAS, the Contractor shall comply with all provisions specified in the Rehabilitation Contract for the FHLB (Welcome Home) Housing Program, Exhibit A attached hereto and made part hereof for the total sum of \$16,350.00;

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

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

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

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

Section 1.

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

Section 2.

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

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 13TH DAY OF
DECEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A

REHABILITATION CONTRACT
For The
FHLB (Welcome Home) Housing Program

THIS AGREEMENT made and entered into this 13th day of December 2022, by and between **5 J's Landscaping Handyman Services**, hereinafter called the "Contractor", and **Diana Foster**, hereinafter called the "Owner" of property located at **102 S Dilworth, Salem Mo 65560**, and the City of Salem hereinafter called the "City". In consideration of the mutual promises and agreements contained herein, the undersigned Contractor, Owner, and City agree as follows:

I. The Contractor shall comply with the following provisions:

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

Furnish all labor, materials, supervision and services necessary to do the work specified in the "Work Write-up" (Attachment A) and made a part hereof for the total sum of \$ 16,350.00.

(2) Notice to Proceed and Date of Completion:

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

(3) Specifications, Codes and Regulations:

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

(4) Insurance:

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

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

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

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

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

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

(5) Permits and Licenses:

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

(6) Debris and Material Removal:

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

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

(7) Assignments and Subcontracts:

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

(8) Subcontracts to City Officials and Employees:

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

(9) Guaranty:

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

(10) Correction of Work:

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

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

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

(11) Suspension of Work, Termination and Delay:

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

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

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

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

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

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

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

(12) Payments to Contractor:

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

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

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

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

(13) Owner's Rights

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

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

(14) Acceptance of Final Payment as Release:

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

(15) Changes in Work:

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

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

(16) Changes in Contract Price

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

(17) Time for Completion and Liquidated Damages:

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

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

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

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

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

(18) Equal Opportunity

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

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

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

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

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

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

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

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

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

Civil Rights Act of 1964

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

Section 109 of the Housing and Community Development Act of 1974

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

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

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

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

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

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

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

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

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

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

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

Affirmative Action for Handicapped Workers

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

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

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

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

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

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

- (23) Special Conditions Pertaining To Hazards Safety Standards

Lead-Based Paint Hazards

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

Lead Clearance

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

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

II. The Owner shall:

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

III. General Provisions:

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

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

Contractor

Signature of Contractor

Date

Address

Telephone

Owner

Signature

Date

Address

Telephone

Signature of Representative

Date

Address

Telephone

FEDERAL HOME LOAN BANK AHP PROGRAM

Salem, MO

REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

Address: 102 S Dilworth Ln, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

BID SPECIFICATIONS: All items may not be awarded. ADDENDUM 10/21/22

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

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
Frt. Walk: Remove from porch to driveway and replace. Reinstall wood ramp.					\$1500
Drain: Along rear of building at marked area. Install a ditch approximately 24" deep and 24" wide. Install 12" of 1" washed rock in the bottom of ditch. Note: Ditch will have approximately 1/4" of fall per foot from the upper end of the ditch to the lower end. Install 4" diameter perforated drain pipe in ditch with the perforated side of the pipe down. Glue couplings at each joint. Install approximately 10" of 1" washed rock on top of pipe the full length of ditch. Install approximately 2" of top soil to cover ditch. Pipe will run to daylight at the lower end of ditch. Grade seed and straw.	mut \$900				\$2400
Water Heater: Remove existing heater and dispose of. Install new water heater same size as was removed, complete with popoff valve and overflow pipe. Installation will be to City Code.	\$1500				\$1800
Water Heater Closet: Replace rot damaged floor in closet. Install vinyl floor covering to manufacture's spec. Install new base trim.					\$1500 \$1500
Floor: Repair possible rot damaged floor joist/beam in hallway area. Reinstall carpet.					
Vinyl Siding: Replace all rot damaged siding, window trim and dispose of. Install Fan Fold. Install vinyl siding complete with accessories this (includes J Blocks) to manufacture's spec. Siding will be a min of 44 mil thick. Vent existing soffit on the front and rear with 12"x 16" openings in the existing wood soffit approximately 48" apart. Install metal vented soffit, complete with accessories to the manufacture's spec. Install metal fascia, covering existing wood fascia tucked up under guttering as far as possible without removing guttering. Owners choice of color and style. At kitchen vent pipe, remove existing siding so to access rot damaged area. Repair damage.	\$4200 \$2500 \$1700 mut	siding soffit			\$8700
HVAC: Remove existing HVAC unit and dispose of. Install a new elec. Heat pump furnace and ac complete with duct work all to manufacture's spec. and City Code. Unit will be large enough to heat and cool unit.	\$7800				\$7800

Guttering: Remove existing guttering and dispose of. Replace any rot damaged fascia. Install new seamless 6" guttering complete with over sized down spouts and splash blocks.					\$1800
Attic Fan: In hallway install an attic fan appropriate size for hallway. Installation will follow manufacture's spec an dCity Code. Fan will have off and on switch plus timer switch all installed on wall in hallway. Provide fan grill installed.	\$600				\$1050
NOTE: Dig Rite and all Utility locate is the contractors Responsibility.					
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be illuminated at dark.					

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

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

Total Bid Price In Words: Twenty Six Thousand five hundred and fifty dollars

Contractor Name: SJS Landscaping Handyman

Company Name: Joe Griffith

Total Bid Amount: ~~\$26,550~~

Mailing Address: 897 CR 3190 Salem MD 65560

Phone Number: 573-453-6723

Fax Number: _____

Email Address: Biblethumper 85@gmail.com

Delivery Date: 03-1-2023

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

Staff Summary Report

MEETING DATE:	December 13, 2022
AGENDA ITEM:	ITEM IV READING OF BILLS AND RESOLUTIONS
AGENDA TITLE:	RESOLUTION NO. 50-2022

ACTION REQUESTED BY:	Temp City Administrator / Finance Director
ACTION REQUESTED:	Approval of Contract for Municipal Financial Advisory Services
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

Salem's Wastewater Treatment Plant needs a second round of upgrades in order to meet new requirements set forth through the EPA. To finance the required upgrades, it will be necessary for the City to Bond for a portion of the required funds. A breakdown of potential funding of the upgrades is below:

Total Phase 2 cost estimated at	\$9,512,000
Less the DNR ARPA Grant	<u>-\$5,000,000</u>
Remaining amount necessary	\$4,430,000

Would need to place a bond on the April Ballot for the above amount. If Bond is successful, the City may then apply for:

Potential SRF Grant (must apply prior to Bond election, but application will not be viable unless bond passes)	\$2,000,000
Potential Community Development Block Grant (CDBG)	<u>\$750,000</u>

Subtract these two grants, these equals amount the bond would close for **\$1,762,000**

We need a Municipal Financial Advisor to assist through the steps of the actual bonding.

PROCUREMENT

Per the Purchasing Policy, VIII. Special Procurement Procedures, C. Professional Services - Requests for Proposals were solicited via The Salem News, salemmo.com, and direct emailed to multiple entities who can provide this service.
4 proposals were received. Upon review and scoring of the received proposals, a contract was requested of the top scoring proposal.

FISCAL IMPACTS

As shown in the attached contract, given the amount from above of \$4,430,000 that the initial Ballot Question would be for, the Utility Revenue Bond Fee is stated as \$22,500.

SUPPORT DOCUMENTS:	Proposal Scoring Sheet Piper Sandler & Co Financial Services Agreement
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve the Financial Services Agreement with Piper Sandler & Co.

RESOLUTION NO. 50-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI, AND PIPER SANDLER & CO. FOR MUNICIPAL FINANCIAL SERVICES.

WHEREAS, Piper Sandler is engaged by the City of Salem, to provide services with respect to the planned issuance of the City of Salem, Missouri bonds to be issued from time to time during the term set forth in EXHIBIT A attached hereto;

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

Section 1.

Compensation is contingent on size bond issue or nominal value of product and contingent on closing. Compensation is payable in immediately available funds at closing.

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 13TH DAY OF DECEMBER 2022.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on _____, 2022, by and between City of Salem, Missouri (the Client) and Piper Sandler & Co. (Piper Sandler or the Financial Services Provider). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. Scope of Services.

- (A) **Services to be provided.** Piper Sandler is engaged by the Client to provide services with respect to the planned issuance of the Client's bonds to be issued from time to time during the term of this Agreement (the Issue(s)).
- (B) **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:
1. Evaluate options or alternatives with respect to the proposed new Issue(s),
 2. Consult with and/or advise the Client on actual or potential changes in market place practices, market conditions or other matters that may have an impact on the Issues or Products.
 3. Assist the Client in establishing a plan of financing
 4. Assist the Client in establishing the structure, timing, terms and other similar matters concerning the Issue
 5. Prepare the financing schedule
 6. Provide assistance as to scheduling, coordinating and meeting procedural requirements relating to any required bond referendum
 7. Consult and meet with representatives of the Client and its agents or consultants with respect to the Issue
 8. Attend meetings of the Client's governing body, as requested
 9. Advise the Client on the manner of sale of the Issue
 10. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
 11. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise the Client on matters relating to retail or other order periods and syndicate priorities, review the order book, and if directed by the Client, advise on the acceptability of the underwriter's pricing and offer to purchase
 12. Assist the Client in identifying an underwriter in a negotiated sale or other deal participants such as an escrow agent, accountant, feasibility consultant, etc. to work on the Issue
 13. Respond to questions from underwriters
 14. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
 15. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
 16. Prepare a closing memorandum or transaction summary

For Services Respecting Official Statement. Sandler has not assumed responsibility for preparing or certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to written information about Piper Sandler as the municipal advisor if provided by Piper Sandler in writing for inclusion in such documents.

II. Limitations on Scope of Services. In order to clarify the extent of our relationship, Piper Sandler is required under MSRB Rule G-42¹ to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and the Financial Services Provider.

Unless explicitly directed by you in writing, the Scope of Services does not include evaluating advice or recommendations received by you from third parties.

The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing and does not include review or advice on any feasibility study.

III. Amending Scope of Services. The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. Compensation. Compensation is contingent on size of bond issue or nominal value of product and contingent on closing. Compensation is payable in immediately available funds at closing.

Principal Amount	General Obligation Bond Fee	Appropriation Financings & Utility Revenue Bond Fee
Under \$5,000,000	\$15,000	\$22,500
\$5,000,001 - \$10,000,000	\$17,500	\$29,000
\$10,000,001 and higher	To be determined on a case by case basis with mutual consent between the City and Piper Sandler	

V. IRMA Matters. If the Client has designated Piper Sandler as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper Sandler, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper Sandler and Client agrees not to represent, publicly or to any specific person, that Piper Sandler is Client’s IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper Sandler’s prior written consent.

VI. Piper Sandler’s Regulatory Duties When Servicing the Client. MSRB Rule G-42 requires that Piper Sandler undertake certain inquiries or investigations of and relating to the Client in order for Piper Sandler to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper Sandler know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper Sandler undertakes a determination of suitability of any recommendation made by Piper Sandler to the Client, if any or by others that Piper Sandler reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final

¹ See MSRB Rule G-42(c)(v).

official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper Sandler any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper Sandler in carrying out these duties to inquire or investigate, including providing to Piper Sandler accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper Sandler provide advice with regard to any recommendation made by a third party, the Client will provide to Piper Sandler written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. Expenses. Piper Sandler will be responsible for all of Piper Sandler's out-of-pocket expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

VIII. Term of Agreement. The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on the last day of the month in which the first anniversary date of the Effective Date shall occur (the "Original Termination Date"). Unless Piper Sandler or the Client shall notify the other party in writing at least thirty (30) days in advance of the Original Termination Date that this Agreement will not be renewed, this Agreement will be automatically renewed on the Original Termination Date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date of the Original Termination Date for successive one (1) year periods unless Piper Sandler or the Client shall notify the other party in writing at least thirty (30) days in advance of such successive anniversary date.

This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. All fees due to Piper Sandler shall be due and payable upon termination. Upon termination, the obligations of Piper Sandler under this Agreement, including any amendment shall terminate immediately and Piper Sandler shall thereafter have no continuing fiduciary or other duties to the Client. The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. Independent Contractor. The Financial Services Provider is an independent contractor and nothing herein contained shall constitute or designate the Financial Services Provider or any of its employees or agents as employees or agents of the Client.

X. Entire Agreement/Amendments. This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Financial Services Provider and Client.

XI. Required Disclosures. MSRB Rule G-42 requires that Piper Sandler provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper Sandler's Disclosure Statement attached as Appendix A to this Agreement.

XII. Limitation of Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper Sandler or any of its associated persons, Piper Sandler and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper Sandler to the Client. No recourse shall be had against Piper Sandler for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper Sandler's fiduciary duty to Client under Section 15B(c)(1), if applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. Indemnification. Unless prohibited by law, the Client hereby indemnifies and holds harmless the Financial Services Provider, each individual, corporation, partnership, trust, association or other entity controlling the Financial Services Provider, any affiliate of the Financial Services Provider or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. Official Statement. The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of the Financial Services Provider to advise the Client respecting these laws shall not constitute a breach by the Financial Services Provider or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connection with an issuance of securities are statements of the Client and not of Piper Sandler.

XV. Notices. Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

City of Salem
400 North Iron Street
Salem, MO 65560

Sally Burbridge, Temporary City Administrator
573-729-4811
cityadministrator@salem-mo.com

Stacey Houston, Finance Director
573-729-4811
finance@salem-mo.com

Or to the Financial Services Provider at:

Piper Sandler & Co.
8235 Forsyth Boulevard, Suite 600
Clayton, MO 63105

Chris Collier, Managing Director
314-726-7535
Chris.Collier@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 900
Minneapolis, MN 55402

XVI. Consent to Jurisdiction; Service of Process. The parties each hereby (a) submits to the jurisdiction of any State or Federal court sitting in the state of Missouri for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in a State or Federal court sitting in the state of Missouri and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the state of Missouri.

XVIII. Counterparts; Severability. This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. Waiver of Jury Trial. THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. No Third Party Beneficiary. This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. Authority. The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Sally Burbridge, Temporary City Administrator
Stacey Houston, Finance Director

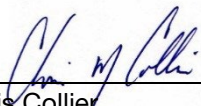
The following individuals at Piper Sandler have the authority to direct Piper Sandler's performance of its activities under this Agreement:

Chris Collier, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

PIPER SANDLER & CO.

By:


Chris Collier

Its: Managing Director

Date: _____

ACCEPTED AND AGREED:

CITY OF SALEM

By:

Gregory Parker

Its: Mayor

Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) ***Disclosures of Conflicts of Interest.*** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) ***Disclosures of Information Regarding Legal Events and Disciplinary History.*** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) **Future Supplemental Disclosures.** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

REPORTS OF CITY OFFICIALS BOARDS AND COMMITTEES

MEETING DATE: DECEMBER 13, 2022

AGENDA ITEM: ITEM VII

AGENDA TITLE:

PROJECT DESCRIPTION / FACTS

SALLY BURBRIDGE, TEMPORARY CITY ADMINISTRATOR
GREG PARKER, MAYOR
MARK NASH, PUBLIC WORKS
ALDERMAN REPORTS

CLOSED SESSION

MEETING DATE: DECEMBER 13, 2022

AGENDA ITEM: ITEM VIII

AGENDA TITLE:

PURSUANT TO SECTION 610.021(12) OF THE REVISED STATE STATUTES OF THE STATE OF MISSOURI PERTAINING TO SEALED PROPOSALS AND RELATED DOCUMENTS OR ANY DOCUMENTS RELATED TO A NEGOTIATED CONTRACT UNTIL A CONTRACT IS EXECUTED, OR ALL PROPOSALS ARE REJECTED.

PURSUANT TO SECTION 610.021(3) OF THE REVISED STATE STATUTES OF THE STATE OF MISSOURI PERTAINING TO THE HIRING, FIRING, DISCIPLINING OR PROMOTING OF PARTICULAR EMPLOYEES BY A PUBLIC GOVERNMENTAL BODY WHEN PERSONAL INFORMATION ABOUT THE EMPLOYEE IS DISCUSSED OR RECORDED