

**TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON ST.
NOVEMBER 22, 2022
6:00 P. M.**

ITEM I CALL TO ORDER

ITEM II ROLL CALL

ITEM III CONSENT AGENDA

Mo Dept. of Rev. City Storm Water/Local Parks October 2022-\$40,579.04
Mo Dept. of Rev. Capital Improvements October 2022-\$54,105.44
Mo Dept. of Rev. City Tax October 2022-\$108-210.70

ITEM IV NEW AND MISCELLANEOUS BUSINESS

ESP Al Brown Lighting Project Bid Approval
Financial Update

ITEM V BIDS

Al Brown Lighting Project Materials

ITEM VI READING OF BILLS AND RESOLUTIONS

RESOLUTION NO. 41-2022-A RESOLUTION PROVIDING FOR THE
MUNICIPAL ELECTION FOR THE CITY OF SALEM, MISSOURI,

RESOLUTION NO. 42-2022-A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE CONTRACT CHANGE ORDER NO. 1 BETWEEN 5 J'S
LANDSCAPING AND HANDYMAN SERVICES, THE CITY OF SALEM,
MISSOURI, AND DORIAN GARAFOLA OF PROPERTY LOCATED AT 501 S.
HICKORY, SALEM, MISSOURI.

RESOLUTION NO. 43-2022- A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE CONTRACT CHANGE ORDER NO.2 BETWEEN 5 J'S
LANDSCAPING AND HANDYMAN SERVICES, THE CITY OF SALEM,
MISSOURI, AND LANA GROVE OF PROPERTY LOCATED AT 810 E. JACK
STREET, SALEM, MISSOURI.

**TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON
NOVEMBER 22, 2022
6:00 P. M.
PAGE TWO**

RESOLUTION NO.44-2022- A RESOLUTION OF THE CITY OF SALEM, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY REVITALIZATION GRANT PROGRAM AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING FOR SALEM PEDESTRIAN IMPROVEMENTS.

RESOLUTION NO. 45-2022- A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND BCS ELECTRIC, LLC.

RESOLUTION NO. 46-2022- A RESOLUTION AMENDING THE CITY OF SALEM, MISSOURI SICK LEAVE POLICY AND WHEN THIS RESOLUTION SHALL BECOME EFFECTIVE.

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

ITEM IX ADJOURNMENT

ROLL CALL

MEETING DATE:	11/22/2022
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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:	11/22/2022
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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MISSOURI DEPARTMENT OF REVENUE
TAXATION DIVISION
PO BOX 3380
JEFFERSON CITY, MO 65105-3380

Date: November 04, 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: 2034166560

Distribution Month: October 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 October 2022 collections as follows

Deposit Date	11/07/2022
Tax Type Code	260
TaxType Name	CITY STORM WATER/LOCAL PARKS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$40,579.04
Interest Distribution	\$0.00
Amount Deposited	\$40,579.04

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
October 2022	\$33,516.46	\$40,458.33	\$40,579.04	\$6,941.87	\$120.71
Year-to-Date	\$369,971.17	\$412,083.37	\$451,929.49	\$42,112.20	\$39,846.12

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/rptp/portal/home/> and a Request for Information/Audit of Local Sales and Use Tax Records (Form 4379) may be completed to request access to these reports. This form is available on our web site at <http://dor.mo.gov/forms/>.



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

Date: November 04, 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: 2034166558

Distribution Month: October 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 October 2022 collections as follows

Deposit Date	11/07/2022
Tax Type Code	210
TaxType Name	CITY CAPITAL IMPROVEMENTS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$54,105.44
Interest Distribution	\$0.00
Amount Deposited	\$54,105.44

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
October 2022	\$44,688.63	\$53,943.25	\$54,105.44	\$9,254.62	\$162.19
Year-to-Date	\$493,295.68	\$549,070.00	\$602,660.28	\$55,774.32	\$53,590.28

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

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

Date: November 04, 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: 2034166556

Distribution Month: October 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 October 2022 collections as follows

Deposit Date	11/07/2022
Tax Type Code	200
TaxType Name	CITY
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$108,210.70
Interest Distribution	\$0.00
Amount Deposited	\$108,210.70

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
October 2022	\$89,377.05	\$107,886.71	\$108,210.70	\$18,509.66	\$323.99
Year-to-Date	\$986,590.14	\$1,098,141.40	\$1,205,320.46	\$111,551.26	\$107,179.06

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.

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Staff Summary Report

MEETING DATE:	November 22, 2022
AGENDA ITEM:	Item V New and Miscellaneous Business
AGENDA TITLE:	Al Brown Electrical Installation

ACTION REQUESTED BY:	Temporary City Administrator
ACTION REQUESTED:	Approval of Bids for Al Brown Electrical Work
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The City's Al Brown ballfields have been unusable for some time due to the discovery 2 years ago of deteriorated wooden light poles which created an unsafe environment for some of our community's youth sports programs.

Through the work approved through ESP new poles and field lights have been installed but are still needing the electrical run to them to be operational.

ESP submitted a proposal to have the electrical installation done with a quoted price of \$86,000. At that point, staff discussed the options and approached ESP about taking over this portion of the project and overseeing it in house.

PROCUREMENT

Request for sealed bids for the electrical installation at Al Brown Ballfields was advertised in the Salem News November 8th and 15th, with bid opening on November 18, 2022 at 9:30 am. Bidders were asked to submit bids for labor only and for labor and materials for the electrical installation.

One company submitted bids: BCS Electrical LLC

Labor Only Bid - \$41,760.88

Labor and Materials - \$71,658.33

The intent is for the City to get bids for purchasing materials given that we can purchase at wholesale prices and without additional markups that a contractor would charge.

FISCAL IMPACTS

This item will be paid for from the ESP funding that is in place and was included in that original financing package. It does not impact any other budget line.

SUPPORT DOCUMENTS:	Bid from BCS Electric LLC – Labor and Materials for \$71,658.33
	Bid from BCS Electric LLC – Labor Only for \$41,760.88

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the bid from BCS Electric LLC in the amount of \$41,760.88.

To: City of Salem Parks and Recreation
400 North Iron Street
Salem, MO 65560

From: BCS Electric LLC
Brandon Schmitt
573-247-2429
299 County Road 5013
Salem, MO 65560

Date of Bid: 11/16/22

Scope of Work:

- Build service rack next to transformer provided by customer.
- Install MDP 277/480 volt 42 circuit NEMA 3R panel with 200-400 amp main breaker
- MDP to include one 50 amp double pole breaker and nine 30 amp double pole breakers.
- Install 200 amp service wire from transformer to MDP located within 10' either side.
- Install approximately 3000' of 1 1/2" pvc conduit and wire specified by the attached documents provided by The City of Salem.

*Note: Wiring and conduit specifications provided by The City of Salem.

- Install two 2 1/2" conduits six feet out of transformer for future use.

-All digging and backfilling will be included. No final ground finishing will be provided such as: straw, seeding, and final grading.

*Note- Any utilities that are damaged during installation that are not located such as: water lines, electric lines, sewers, and drains will be the City of Salem responsibility for repairs or replacement.

*Proposal is based from information given by The City of Salem. See attached documents.

*All labor is included in proposal to complete the project.

*All work will be provided in a neat and timely manner. Work can begin as soon as possible weather permitting. Job completion is expected in thirty days or less. Bid expires after 30 days.

This is a labor only bid which includes labor for installation of materials, digging, and backfilling. City of Salem to provide all materials to complete project.

-Terms of Payment- Payment in full is required within 30 days of completion of project.

-Labor \$41,760.88

Scope of Work: Al Brown Field

Build service rack next to utility transformer.

Install MDP next to utility transformer. (CT and meter will be located on utility transformer.)

400amp 480/277 3 phase 42 circuit Nema 3R MDP with main breaker. (85 day lead time)

1-DP 50amp breaker

9-DP 30amp breakers

Install pvc conduit from transformer to MDP.

Install 2 additional 2 1/2 pvc out of transformer for future use.

Install approx. 3000ft of 1 1/2 pvc from MDP to 10 different light poles.

Install wire size to allow for voltage drop to each pole.

Terminate wires at each light pole.

~~Run 2in pvc from MDP to concession stand.~~

~~Install 75kva transformer inside of storage area.~~

~~Install new 200amp 3 phase 120/208 panel inside of storage area.~~

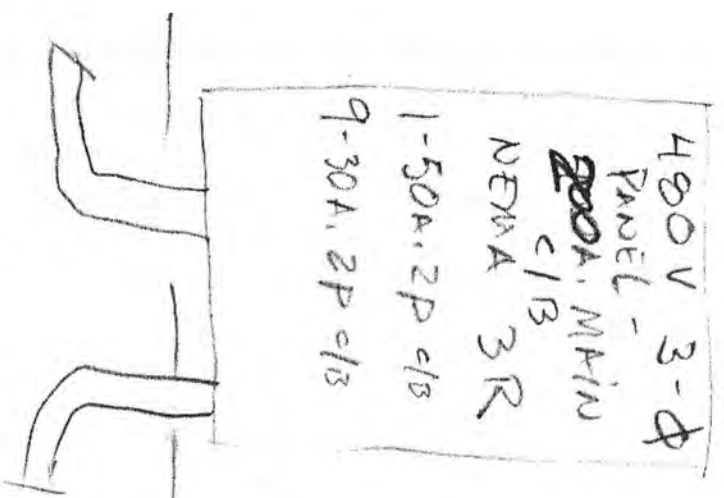
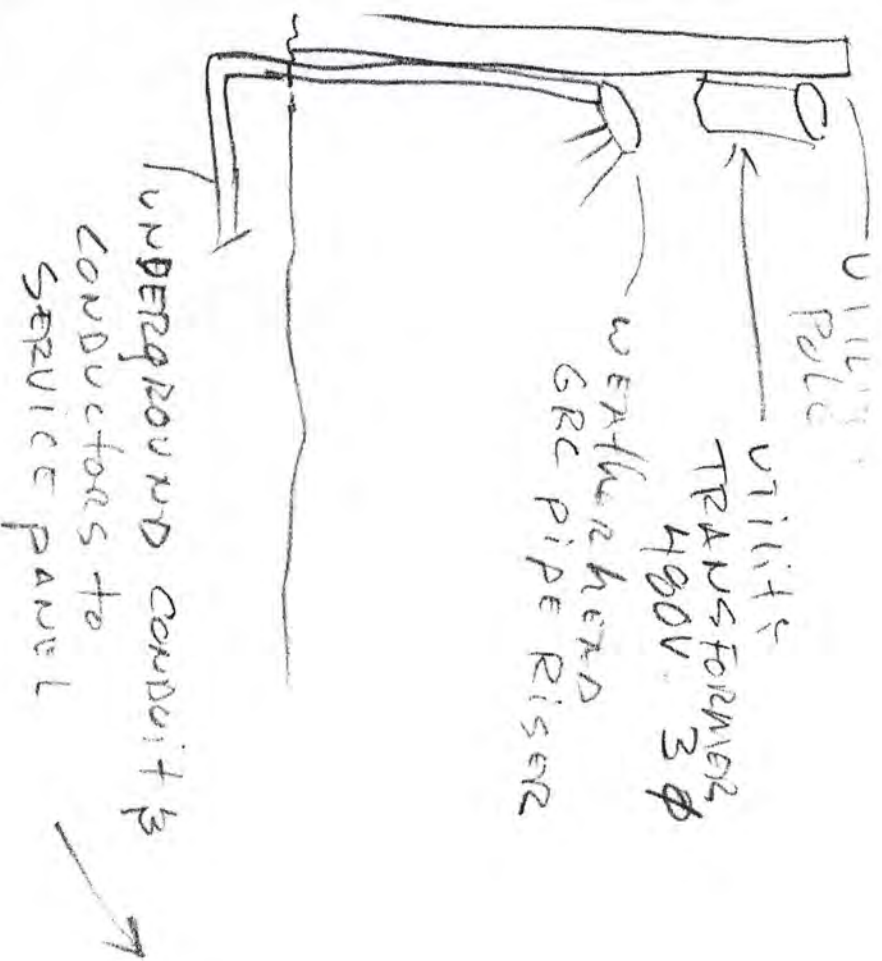
~~Reroute circuits from existing panel in storage area to new.~~

~~Will set junction boxes as needed to extend existing circuits to new panel.~~

All wire must be copper.

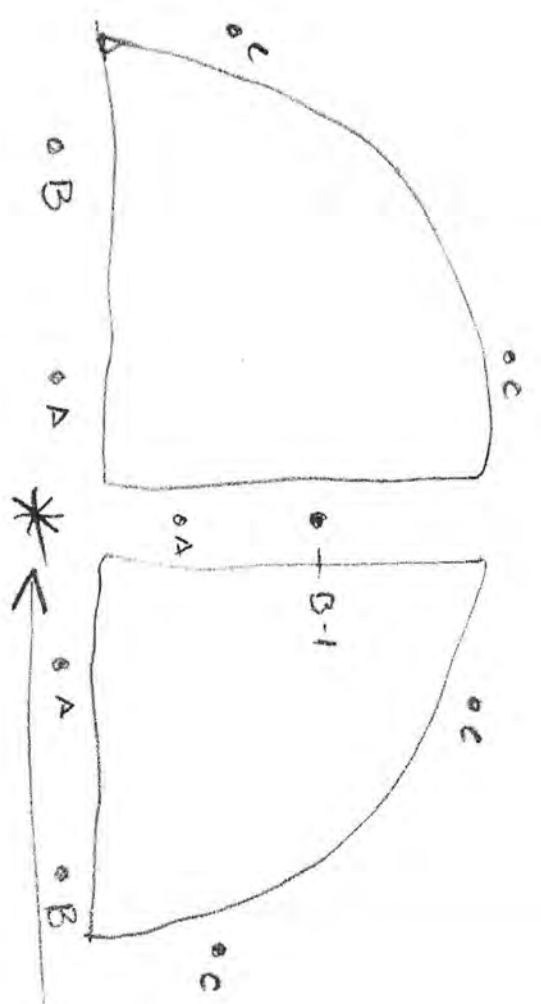
Include all digging/trenching and backfill.

Scope of work with lines drawn through
was removed from project per Mark Nash.



83.2 KW
Total light load
 $\times 125\% = 104$
Diversified 3Ø
LOAD =
147.16 AMPS

RECOMMENDED 200 OR 225
AMP SERVICE TO
ACCOMMODATE FUTURE
MULTI-USE FIELD LIGHTS



BRANCH CONDUIT to light poles

B-1 Pole Requires A 50 Amp
2 pole BREAKER #8 CU
WIRE

C Poles Require 30 Amp
2 pole BREAKERS #8 CU
WIRE

B+A Poles Require 30 Amp
2 pole BREAKERS
#10 CU WIRE Minimum

To: City of Salem Parks and Recreation
400 North Iron Street
Salem, MO 65560

From: BCS Electric LLC
Brandon Schmitt
573-247-2429
299 County Road 5013
Salem, MO 65560

Date of Bid: 11/16/22

Scope of Work:

- Build service rack next to transformer provided by customer.
- Install MDP 277/480 volt 42 circuit NEMA 3R panel with 200-400 amp main breaker
- MDP to include one 50 amp double pole breaker and nine 30 amp double pole breakers.
- Install 200 amp service wire from transformer to MDP located within 10' either side.
- Install approximately 3000' of 1 1/2" pvc conduit and wire specified by the attached documents provided by The City of Salem.

*Note: Wiring and conduit specifications provided by The City of Salem.

- Install two 2 1/2" conduits six feet out of transformer for future use.
- All digging and backfilling will be included. No final ground finishing will be provided such as: straw, seeding, and final grading.

*Note- Any utilities that are damaged during installation that are not located such as: water lines, electric lines, sewers, and drains will be the City of Salem responsibility for repairs or replacement.

*Proposal is based from information given by The City of Salem. See attached documents.

*All labor and material is included in proposal to complete the project.

*All work will be provided in a neat and timely manner. Work can begin as soon as possible weather permitting. Job completion is expected in thirty days or less. Bid expires after 30 days.

-Terms of Payment: Fifty percent due at acceptance of proposal. Fifty percent due within thirty days of completion of project.

-Labor \$71,658.33

Scope of Work: Al Brown Field

Build service rack next to utility transformer.

Install MDP next to utility transformer. (CT and meter will be located on utility transformer.)

400amp 480/277 3 phase 42 circuit Nema 3R MDP with main breaker. (85 day lead time)

1-DP 50amp breaker

9-DP 30amp breakers

Install pvc conduit from transformer to MDP.

Install 2 additional 2 1/2 pvc out of transformer for future use.

Install approx. 3000ft of 1 1/2 pvc from MDP to 10 different light poles.

Install wire size to allow for voltage drop to each pole.

Terminate wires at each light pole.

~~Run 2in pvc from MDP to concession stand.~~

~~Install 75kva transformer inside of storage area.~~

~~Install new 200amp 3-phase 120/208 panel inside of storage area.~~

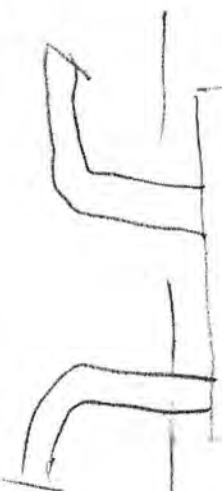
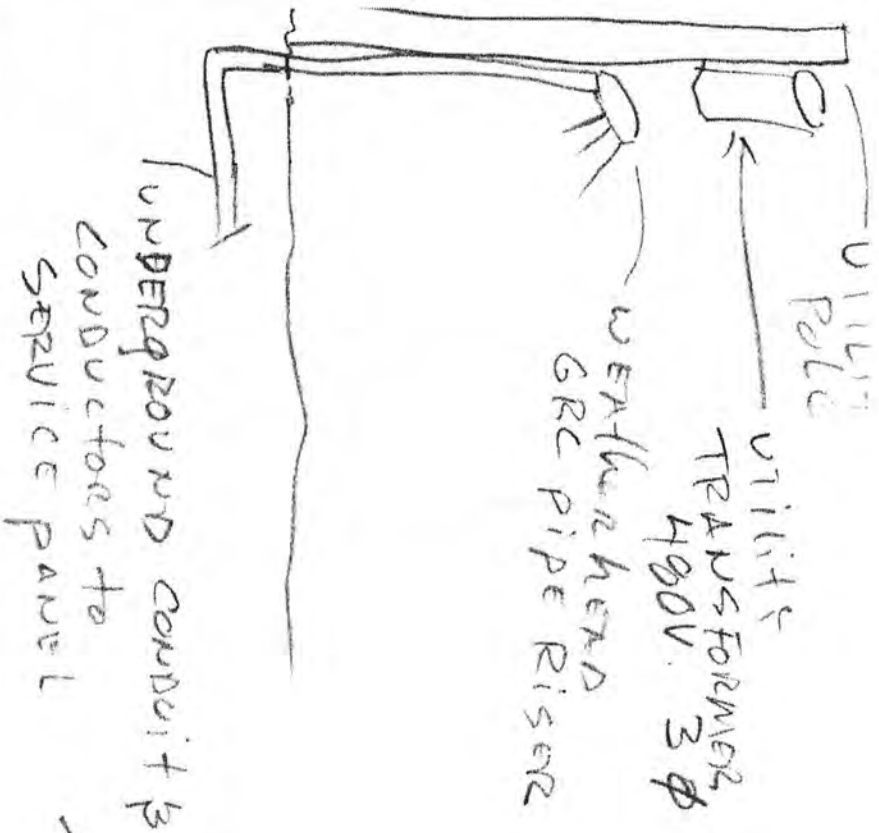
~~Reroute circuits from existing panel in storage area to new.~~

~~Will set junction boxes as needed to extend existing circuits to new panel.~~

~~All wire must be copper.~~

Include all digging/trenching and backfill.

Scope of work with lanes drawn through
was removed from project per Mark Nash.



480V 3-Ø
Panel -
200A. MAIN
C/B
NEMA 3R
1-50A. 2P c/b
9-30A. 2P c/b

RECOMMEND 200 OR 225 AMP SERVICE to ACCOMMODATE FUTURE MULTI-USE FIELD LIGHTS

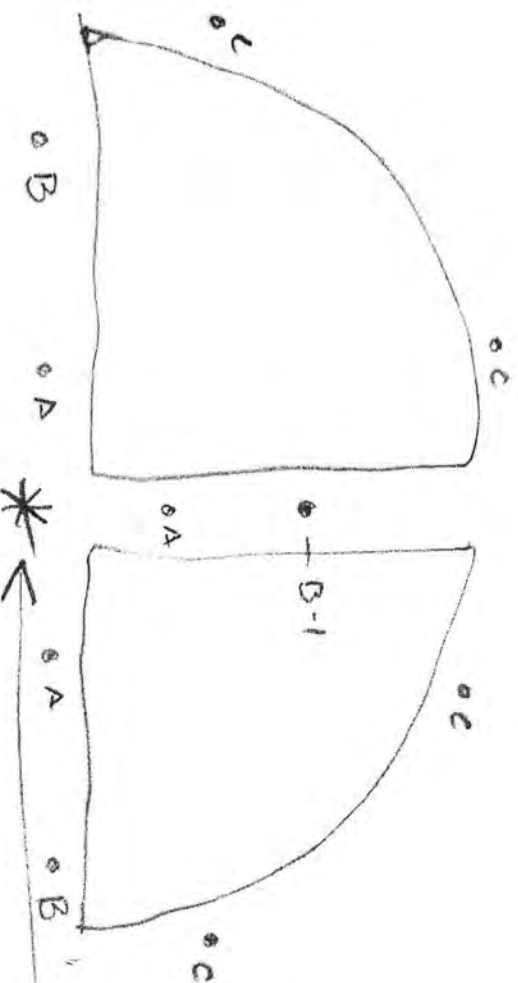
83.2 KW
total light load
X 125% = 104
DIVERSIFIED 3 Ø
LOAD =
147.16 AMPS

BRANCH CONDUIT to light poles

B-1 Pole Requires a 50 amp
2 pole BREAKER #8 CU.
wire

C Poles Require 30 amp
2 pole BREAKERS #8 CU
wire

B + A Poles Require 30 amp
2 pole BREAKERS
#10 CU wire minimum



Staff Summary Report

MEETING DATE:	11/22/2022
AGENDA ITEM:	
AGENDA TITLE:	FINANCIAL UPDATE

ACTION REQUESTED BY:	STACEY HOUSTON
ACTION REQUESTED:	FOR REVIEW
SUMMARY BY:	Stacey Houston

PROJECT DESCRIPTION / FACTS

Financial update through 10/31/2022

PROCUREMENT

NA/

FISCAL IMPACTS

N/A

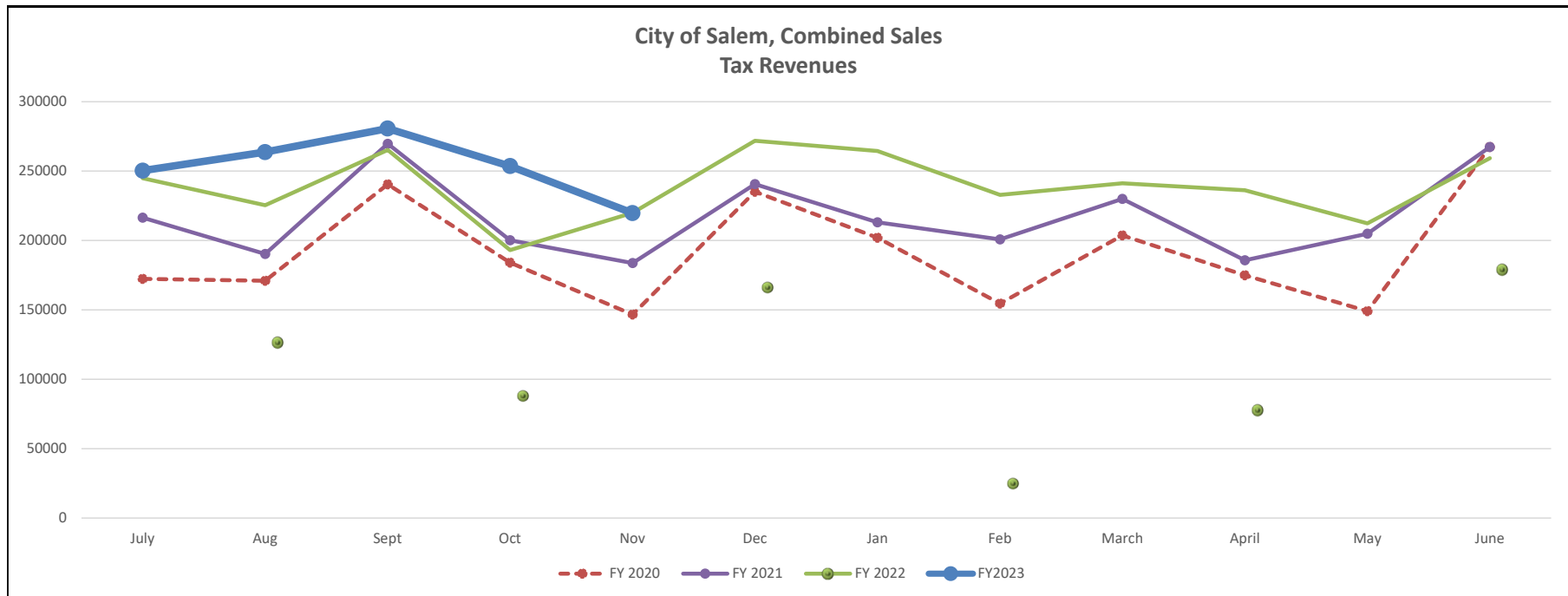
SUPPORT DOCUMENTS:	Sales Tax Collected / Utility Consumption & Revenues / Treasurers Report through Oct 31, 2022
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DEPARTMENT'S RECOMMENDED MOTION:	N/A
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SALES TAX REVENUE

	2019-2020	2020-2021	2021-2022	2022-2023	2022-2023
	Actuals	Actuals	Actuals	YTD	Budget
Gen'l Fund	\$ 1,125,240	\$ 1,310,248	\$ 1,413,487	\$ 622,950	\$ 1,252,600
July-November	\$ 440,144	\$ 518,754	\$ 564,156	\$ 622,950	
Parks & Rec	\$ 421,958	\$ 491,424	\$ 530,008	\$ 233,602	\$ 425,000
July-November	\$ 165,588	\$ 194,533	\$ 211,572	\$ 233,602	
Cap Imp	\$ 562,620	\$ 655,124	\$ 706,743	\$ 311,475	\$ 650,000
July-November	\$ 220,785	\$ 259,377	\$ 282,078	\$ 311,475	

**Through Nov 2022 as of 11/12/2022 (Pending Adjustments & Year End Transfers)



UTILITY USAGE & REVENUE

	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	2022-2023 BUDGETED	2022-2023 ACTUAL	Percent of Budget
Electric Consumption Sold	53,649,806	55,511,522	52,787,837		18,666,025	
Electric Sales Rev.	\$ 5,078,855	\$ 5,076,208	\$ 5,385,147	\$ 6,677,759	\$ 2,388,950	36%
Purchase of Power	\$ 3,101,409	\$ 3,636,738	\$ 4,135,284	\$ 4,321,372	\$ 1,688,768	39%
Water Consumption Sold	123,846,229	150,680,971	133,720,064		52,255,420	
Water Sales Rev.	\$ 787,185	\$ 950,933	\$ 839,084	\$ 768,908	\$ 339,698	44%
Sewer Consumption Sold	113,213,897	136,779,028	121,145,016		45,112,373	
Sewer Sales Rev.	\$ 748,333	\$ 901,523	\$ 777,868	\$ 728,759	\$ 299,925	41%

**Through 10/31/2022 as of 11/15/2022 (Pending Adjustments & Year End Transfers)

Staff Summary Report

MEETING DATE:	11/22/2022
AGENDA ITEM:	Al Brown Ball Fields
AGENDA TITLE:	Electric material for new lights

ACTION REQUESTED BY:	PUBLIC WORKS DIRECTOR
ACTION REQUESTED:	Purchase electric material for new lights
SUMMARY BY:	MARK NASH

PROJECT DESCRIPTION / FACTS

This is the electric material to run to each one of the new light poles which will allow the lights to function

PROCUREMENT

We received (2) bids without the main breaker box and breakers, Lowes bid \$16,216.66 and Menards bid \$13,442.06. We received (2) bids including breaker box and breakers, Fletcher-Reinhardt bid \$13,147.58 and Butler Supply bid \$17,134.58 This process was started before the new purchasing policy was in place. The bids are time sensitive.

FISCAL IMPACTS

The bid amount will come out of the ESP Funding

SUPPORT DOCUMENTS:	[List all additional documents that accompany this summary]
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DEPARTMENT'S RECOMMENDED MOTION: MOVE TO APPROVE THE QUOTE FROM Fletcher-Reinhardt for \$13,147.58. This bid expires 12/04/2022

**Fletcher-Reinhardt Company**

Wholesale Distributors of Electric Utility and Industrial Equipment

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

**Quotation**

QUOTE DATE	QUOTE NUMBER
11/04/2022	S1287764
FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE COURT BRIDGETON, MO 63044 314-506-0700 Fax 314-506-0705	PAGE NO.
	1 of 3

QUOTE TO:

SALEM ELECTRIC DEPT
400 NORTH IRON
SALEM, MO 65560

SHIP TO:

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

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
4368	WIRE GLOVES PVC BID		Josh McGill		
WRITER		SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
Josh McGill		F-R WEDNESDAY-1	Net 30 Days	12/04/2022	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	COMMENTS	
9ea	GEC-AB2Y-445YKP CT, 200:5 WINDOW TYPE, SW, AL BASE, RF 4.0/3.0 (RATED BURDEN 0.2 CAP) 0.6% ACCURACY (8-79 AMPS), 0.3% ACCURACY (80-800 AMPS), "ELIMINATOR" EXTENDED RANGE GEC DURHAM *DS*		240.000/ea	STOCK	
3000 2000ft	49010-020 CONDUIT- PVC, SCH40 1-1/2" X 20' w/DEEP COUPLING (4500'/LFT) (51152)		1.800/ft	STOCK	
10ea	UA9AHB ELBOW- PVC, 1-1/2" SCH40 90 DEGREE, STANDARD RADIUS, BELLED END ABB/CARLON (25/CTN)		4.070/ea	STOCK	
2ea	UA9CJB ELBOW, 2", 90 DEG, 18" RADIUS, SCH40 WITH ONE BELLED END (12-51-222) (1/EA-60/PLT)		8.440/ea	STOCK	
3000ft	STEPHENS/XLP-R CABLE- URD 600V #2-#2-#4 ALUM XLP TRIPLEX, SECONDARY 1000 FT N/R REEL, SW # 27264101		1.730/ft	FR STOCK	
Subtotal					
S&H Charges					
Tax					
Amount Due					

** Continued on Next Page *

** Continued on Next Page *

**Fletcher-Reinhardt Company**

Wholesale Distributors of Electric Utility and Industrial Equipment

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

**Quotation**

QUOTE DATE	QUOTE NUMBER
11/15/2022	S1288272
FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE COURT BRIDGETON, MO 63044 314-506-0700 Fax 314-506-0705	
PAGE NO. 1 of 1	

QUOTE TO:
SALEM ELECTRIC DEPT
400 NORTH IRON
SALEM, MO 65560

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

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
4368	LOAD CENTER - EATON		Josh McGill	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
Jay Turner	DIRECT	Net 30 Days	12/15/2022	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	COMMENTS
1ea	^P2D400LT42CH3R 42 Circuits, 400A, Fully Rated, 480Y/277V 3Ph 4W, Copper Bus, 14kAIC, 400A, Main Lugs Only[Top Fed], Surface Mounted CONSISTING OF: 1 - 400A, Main Lugs Only 1 - 50A, 2P GHB Branch Breaker 9 - 30A, 2P GHB Branch Breaker 22 - 1P GHQ Branch Provision Only 1 - Copper Main Bus, 400 Amps 1 - Std. Bolted Cu Ground Bar (Cu Cable Only) 1 - Panel Nameplate - White with Black Letters 1 - LWPQ2060 Box, Made in America 1 - Complete Assembly 1 - Type 3R Enclosure: LWPQ2060		2500.000/ea	

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

Subtotal	2500.00
S&H Charges	0.00
Tax	0.00
Amount Due	2500.00

General Information

(Section 1 of 1)

Service Voltage: 480Y/277V 3Ph 4W
Bus Rating & Type: 400A Copper
Ground Bar: Std. Bolted Copper, Cu cable only
S.C. Rating: 14k A.I.C. Fully Rated

Enclosure: Type 3R
Neutral Rating: 400A

Main Device Type: Main Lugs Only - Top Cable Entry
Main Terminals: Mechanical - (2) #4-500 kcmil (Cu/Al)
Neutral Terminals: Mechanical - (2) #4-500 kcmil (Cu/Al)
Box Catalog No.: LW PQ2060
Trim: Standard Trim (Includes Trim)

Surface Mounted

Box Dimensions: 60.00" [1524.0mm]H x 20.00" [508.0mm]W x 6.5" [165.1mm]D
Min. Gutter Size: Top = 5.5" [139.7mm] Bottom = 5.5" [139.7mm]
Left = 5.75" [146.1mm] Right = 5.75" [146.1mm]

Panel ID Nameplate: (1) 480/277V 3P4W
Type: Plastic, adhesive-backed (2) 480Y/277V 3Ph 4W
Color: White with Black Letters (3)

UL

Non-Interchangeable Main Device

Trim Lock: T-Handle Lock Assembly
Circuit Directory: Plastic Sleeve with Card
Painted Box: ANSI 61
Complete Assembly
Box is Made in America.
Seismic Label (IBC/CBC Seismic Qualified).
Heat Loss - Watts (Est.) = 211
Weight - lbs (Est.) = 133
Wire shall be based on the ampacity of 75°C rated conductors unless otherwise indicated.

Main Lugs Only
400A

1	GHB2050	GHB2030	2
3			4
5	GHB2030	GHB2030	6
7			8
9	GHB2030	GHB2030	10
11			12
13	GHB2030	GHB2030	14
15			16
17	GHB2030	GHB2030	18
19			20
21	PROV	PROV	22
23	PROV	PROV	24
25	PROV	PROV	26
27	PROV	PROV	28
29	PROV	PROV	30
31	PROV	PROV	32
33	PROV	PROV	34
35	PROV	PROV	36
37	PROV	PROV	38
39	PROV	PROV	40
41	PROV	PROV	42

Blank Cover

Blank Cover
11 inches

Device Modifications:

Ref # Description

Branch Devices

Qty	Poles	Trip	Frame	Amps	kAIC
1	2	50	GHB	100	14
9	2	30	GHB	100	14
22	1		PROV		

Notes:

The information on this document is created by Eaton Corporation. It is disclosed in confidence and it is only to be used for the purpose in which it is supplied.

PREPARED BY
WILLIE BROWN

DATE
11/10/2022

Eaton

APPROVED BY

DATE

JOB NAME

FLETCHER-REINHARDT / CITY OF SALEM

DESIGNATION

480/277V 3P4W

VERSION

1.0.0.55

TYPE

PRL2a

DRAWING TYPE

Customer Approval

NEG-ALT Number

MKIO1110X2K5-0000

REVISION

0

DWG SIZE

A

G.O.

ITEM

SHEET

1 of 1



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Rolla MO 65401
www.butlersupply.com

Phone: 573 341 8545
Fax: 573 341 8506

Quotation

Page 1 of 1

Sold-to Party Address

CITY OF SALEM
400 N. IRON
SALEM MO 65560

Ship-to Party Address

CITY OF SALEM
400 N. IRON
SALEM MO 65560

Information

Quotation No.: 950464855
Document Date: 11/07/2022
Customer No.: 23198
Quoted By: TLOTT
Purchase Order No.: QUOTE- MATERIAL
Incoterms: WT

Text Messages:

Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
10	10234--PVC112 1-1/2" TYPE 40 CONDUIT	3,000 EA	240.10 C	7203.00
20	220--ALUM23URD 2-3 CONDUCTOR URD ALUM RAMAPO	3,000 EA	2015.00 M	6045.00
30	10058--PVC11290WBELL 1-1-2"90 ELBOW W/BELL END	10 EA	479.00 C	47.90
40	10129--PVC21290WBELL24RA 2-1-2" 90EL- 24"RAD W 5233847	2 EA	33.64 EA	67.28
* Total Sales				13,363.18
Total Amount				\$ 13,363.18

- All quotations are subject to approval.
- Prices are subject to change without notice.
- Materials purchased from this quotation may not be refundable.
- Merchandise that is returned may be subject to a restocking fee.
- Projects funded with federal stimulus money may require a re-quote and price adjustments due to manufacturing requirements mandated by the US government.(FAR CODES)



Summary of Proposal

Estimated Lead Time

The Estimated Lead-Times contained in this proposal are for estimating purposes only. These lead-times reflect the estimated time to manufacture our products from the order release date until the factory shipment date. Our lead-times are shown in terms of working days, which do not include weekends, factory holidays, nor factory shutdowns. Our published lead-times do not include approval drawing cycle, factory witness testing, or jobsite transit time. The actual lead-times are subject to change at any time and depend on factory loading, scheduled plant shutdowns, and job size. Please contact your ABB sales representative if firm lead-times are needed and they can work on your behalf to obtain pre-negotiated engineering/manufacturing slots as necessary.

Item No.	Product Description	Mark(s)	Estimated Lead Time (Days)	Quantity
1	Lighting Panelboard, ReliaGear RE	400 AMP-480V 3-PHASE	110	1



Tom Lott
Butler Supply
965 HORAN DR
FENTON, MO 63026
tlott@butlersupply.com
573-341-8545
November 08, 2022
Quote No.: UM2-00028387
Doc Rev. 0.1
Project: City of Salem- Josh Kotschedoff

Dear Valued Customer,

Thank you for your inquiry for City of Salem- Josh Kotschedoff. We are pleased to respond with our proposal based on the details and requirements of your inquiry. Thank you for allowing Butler Supply to participate on this project. Please do not hesitate to contact us with any questions.

Best Regards,

Tom Lott
Butler Supply

PROPRIETARY AND CONFIDENTIAL INFORMATION

This document contains confidential and proprietary information. Upon receipt of this document, the receiver agrees to not to reveal its content, except to those people inside of their own organization to who concerned to do the evaluation of this proposal. No copies of this document should be made without permission. This document shall be returned upon its written request.



Bill of Material(s)

Item No.	Quantity	Description
1	1	Lighting Panelboard, ReliaGear RE Marks: 400 AMP-480V 3-PHASE 1 Section(s), NEMA 3R Cabinets 400 Amps, 3 Phase 4 Wire 480Y/277V, 50/60 Hz Minimum Interrupt Rating: 14kA Fully Rated Incoming Feed: Bottom Surface Mounted 42 Circuits UL67 / CSA C22.2 No. 29 Certified cULus Certified Height: 64.5 Inches; Width: 20 Inches; Depth: 6.21 Inches 1 400 Amps Main Breaker XT5N400 1 TMA 1-lug/phase 2-cable/lug 2/0 -500 kcmil Main Option Details 1 Aluminum Bus Heat Rated 4 Ground-Box bonded TGL2 1 Ground main lug TGL20 1 100% Rated Neutral 1 NEMA 3R Cabinets Feeders 1 Breaker Device 50 Amps 2 Poles TEY 9 Breaker Device 30 Amps 2 Poles TEY 22 Breaker Space Device 20 Amps 1 Poles TEY 1 Interior: AEF3424KB 1 Box: AB643 1 Front : NONE

To be filled out by Distributor



TERMS AND CONDITIONS

Policies and Conditions of Sale

1. This proposal is offered subject to a duly executed Master Supply Agreement (MSA) between ABB and Customer, as applicable. If no duly executed MSA exists, ABB Inc. General Terms and Conditions of Sale apply. In the event of any conflict between (i) a duly executed MSA between the Parties or (ii) ABB General Terms and Conditions of Sale and these TERMS AND CONDITIONS, (i) a duly executed MSA between the Parties or (ii) ABB General Terms and Conditions of Sale shall prevail, in that order.
2. The buyer (distributor or direct served customer, as applicable) warrants that there are no governmental contracting provisions, regulations, flow-downs, or requirements that apply to this transaction (including without limitation any Federal Acquisition Regulations), other than such terms that have been disclosed to Seller and agreed to by Seller in writing prior to Seller agreeing to this transaction. The buyer assumes responsibility for all costs associated with compliance of terms not disclosed to Seller and agreed to by Seller in writing.
3. This quotation expires in 30 calendar days unless terminated sooner by notice.
4. Orders not requiring engineered drawings for approval must be released for manufacture within 90 days of PO receipt. If engineered drawings are required, they must be returned and approved for release within 60 days of mailing. If not, and/or shipment is delayed for any reason the price will increase by 1.5% for each partial/full month that shipment release is delayed after the 90-day period. If project is delayed 6 months or more after PO receipt, project will be repriced based off current market values.
5. For MV Transformers (including Padmount, Substation, & Power transformers), refer to the factory proposal for applicable terms and conditions including, but not limited to: quote validity, price validity, escalation, warranty, cancellation, estimated delivery, and freight terms.

Payment Terms

1. Net 30 days or per Master Services Agreement with customer
2. For projects up to \$500,000 net, terms of payment are 100% upon invoicing.
3. If project value exceeds \$500,000 net, progress payments are required payable at the following milestones. These milestones will be applied at a line item level and will be tailored to the project schedule.
 - 20% upon delivery of drawings
 - 30% upon release of equipment
 - 50% upon shipment

Warranty

1. The warranty for Products shall expire one (1) year from first use or eighteen (18) months from shipment, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software related Services are warranted for ninety (90) days.
2. Additional 12 months available for 2% adder, 24 months for 4% adder. Engage ABB representative if longer durations are needed.

Order Cancellation – Schedule of Charges

1. 10% - Order received and entered on factory, work not started, material not ordered.
2. 30% - Drawings for approval submitted.
3. 50% - Revisions to approval drawings submitted.
4. 80% - Approved drawings returned. Job released for manufacture and shipment.
5. 100% - Production started.

Delivery and Transportation

1. CPT/FCA ABB's facility, place of manufacture or warehouse (Incoterms 2020). Title passes upon shipment.
2. ABB will assume the risk of loss or damage to the destination for a 2% adder (but not less than \$500 net) applied to the total price of the equipment. "Destination" is defined as ABB's common carrier's delivery point nearest first destination or point of export within the continental U.S.
3. Unless otherwise noted in this quotation, normal transportation and handling is allowed on orders of \$1500 net or more to common carrier point nearest destination within the Contiguous US (excluding Alaska and Hawaii).
4. Shipment via Air or Open Top/Flatbed/Lift gate truck not included unless specifically listed herein.
5. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date and damage claim annotations. ABB's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

Other Notes

1. Standard factory test procedures will be performed. Customer inspections, customer witness tests, and any other non-standard test procedures are not included unless specifically noted herein.
2. The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only.
3. The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as, of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract terms and conditions / purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract / purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract / purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract / purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.



HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and Services.

12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith, if Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

13. OSHA

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

14. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder, and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding, whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

17. Cancellation

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-refundable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

18. Termination

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

19. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled.



ABB

Total Net Price

The total net price for the item(s) defined in this quotation is:

\$3,771.00 USD

Search



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65401

Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

[Back to Results](#) / [Electrical](#) / [Conduit & Conduit Fittings](#) / [Conduit](#)**JM Eagle 2-in x 10-ft Non-Metal PVC Conduit**

Item #72813 Model #67496

[Shop JM Eagle](#) ★★★★★ 113**\$35.25**

\$33.49 when you choose 5% savings on eligible purchases every day. [Learn how](#)

Underwriters Laboratories UL-651 listed.

Heat-, fire- and corrosion-resistant

National Electrical Manufacturers Association (NEMA) TC-2 listed

1

+

Add to Cart

**Free Store & Curbside Pickup**Ready within **3 hours** | **144 in Stock** at [Rolla Lowe's](#)
Aisle 11 | Bay 16**Delivery to 65401**Scheduling Available on orders \$50+
Get it by **Fri, Nov 4****BETTER TOGETHER**

CURRENT ITEM



+



Selected



+



Selected



+



Selected

**JM Eagle 2-in x 10-ft Non-Metal
PVC Conduit****\$35.25****CANTEX 2-in 90 PVC
Combination Elbow Conduit
Fittings****\$6.68****CANTEX 2-in Schedule 40
Schedule 80 Plastic Combination
Coupling Conduit Fittings****\$1.68****Sigma ProConnex 2-in Zinc-
plated Steel Conduit Locknut
Conduit Fittings (2-Pack)****\$2.38**

Subtotal for (4) items

\$45.99

Add to cart 4 items

Menards bid

2- 2 in sweeps at a cost of \$ 49.90

2- sticks of 2 in pvc conduit at a cost of \$ 61.76

10- 1 ½ pvc conduit sweeps at a cost of \$ 44.40

300 stick of 1 ½ pvc conduit at a cost of \$ 7326

3000 feet of 2-2-4 Aluminum URD at a cost \$ 5940

Total \$ 13422.06

This excludes the 400 AMP 480/230 volt 3 phase , 42 circuit NEMA 3R panel and the 50 AMP Double Pole breaker and the 9- 30 AMP double pole breakers

Carlton® 2" Schedule 40 90-Degree 36" Radius Elbow
Model Number: UA9FJ-UPC | Menards® SKU: 3651620



EVERYDAY LOW PRICE
1% MAIL-IN REBATE Good Through 11/6/22

FINAL PRICE

~~\$24.95~~
~~\$2.74~~
\$22.21 each

You Save \$2.74 with Mail-In Rebate

- 36" Bend Radius
 - Plain end
 - Durable PVC construction will not rust or corrode
 - For use with Schedule 40 PVC conduit
- [View More Information >](#)

Trade Size: 2"



Pick Up At Store

Not available at **ROLLA**
[Check Another Store for Availability](#)



Shipping

Available
Low Inventory Alert!

Description & Documents

The Carlton® two-inch Schedule 40, 90-degree by 36-inch elbow has a large radius and is nonmetallic and rigid.



Brand Name: **Carlton**



Features

- 36" Bend Radius
- Plain end
- Durable PVC construction will not rust or corrode
- For use with Schedule 40 PVC conduit

Specifications

Fitting Type	Conduit Elbows	Product Type	PVC Conduit Fittings
Trade Size	2"	Recommended Environment	Outdoor
Listing Agency Standards	RoHS, UL Listed	Material	PVC
Overall Width	2-3/8 inch	Overall Height	2-3/8 inch
Overall Depth	39 inch	Weight	3.78 pound
Shipping Dimensions	57.00 H x 18.00 W x 2.50 D	Shipping Weight	3.9375 lbs
Return Policy	Special Order Merchandise View Return Policy		

Please Note: Prices, promotions, styles and availability may vary by store and online. Inventory is sold and received continuously throughout the day; therefore, the quantity shown may not be available when you get to the store. This inventory may include a store display unit. Online orders and products purchased in-store qualify for rebate redemption. Mail-in Rebate is in the form of merchandise credit check, valid in-store only. Merchandise credit check is not valid towards purchases made on MENARDS.COM®. By submitting this rebate form, you agree to resolve any disputes related to rebate redemption by binding arbitration and you waive any right to file or participate in a class action. Terms and conditions available at [www.rebate.com/national/rules](#)

2" x 10' Schedule 40 PVC Conduit
Model Number: 8108 | Menards® SKU: 3652280



EVERYDAY LOW PRICE
1.1% MAIL-IN REBATE Good Through 11/6/22
FINAL PRICE ~~\$30.88~~ **\$27.48** each

You Save \$3.40 with Mail-In Rebate

- 2"
- 10'
- Schedule 40
- Nonconductive
- Flame-retardant

[View More Information >](#)

Schedule: 40

Trade Size: 2"

Length: 10'

120 People have purchased this product in the past 30 days



Pick Up At Store
244 In-Stock at **ROLLA**
[Check Another Store For Availability](#)



Delivery
Available

Description & Documents

This conduit is available with one belled end to facilitate joining sections together without need for a separate coupler. Schedule 40 has a thinner wall than Schedule 80 and is not permitted for use where subject to physical damage. The outside diameters of Schedule 40 and Schedule 80 conduit are identical; therefore, the same fittings are employed for both.

Features

- 2"
- 10'
- Schedule 40
- Nonconductive
- Flame-retardant
- Sunlight-resistant
- Inexpensive and easy to install
- Indoors or outdoors
- For concealed or exposed work
- Suitable for corrosive conditions, direct burial and encasement in concrete
- Not suitable for use where subject to physical damage

Specifications

Trade Size	2" inch	Actual Length	10 foot
Actual Outer Diameter	2-3/8 inch	Material	PVC
Actual Inner Diameter	2-1/16 inch	Product Type	PVC Conduit
Weight	7.6 pound	Color/Finish	Gray
Listing Agency Standards	UL Listed	Shipping Dimensions	120.00 H x 3.00 W x 3.00 D
Shipping Weight	7.25 lbs	Return Policy	Regular Return (view Return Policy)

Please Note: Prices, promotions, styles and availability may vary by store and online. Inventory is sold and received continuously throughout the day; therefore, the quantity shown may not be available when you get to the store. This inventory may include a store display unit. Online orders and products purchased in-store qualify for rebate redemption. Mail-In Rebate is in the form of merchandise credit check, valid in-store only. Merchandise credit check is not valid towards purchases made on MENARDS.COM®. By submitting this rebate form, you agree to resolve any disputes related to rebate return policy by binding arbitration and you waive any right to file or participate in a class action. Terms and conditions available at: [menards.com/rebate](#)

1-1/2" Schedule 40 Standard Radius 90-Degree Belled End Elbow
Model Number: BPF49DB005 | Menards® SKU: 3653006



EVERYDAY LOW PRICE
11% MAIL-IN REBATE Good Through 11/6/22

FINAL PRICE

~~\$4.44~~
~~\$0.49~~
\$3.95
each

You Save \$0.49 with Mail-In Rebate

- 8.25" Bend Radius
- Belled end eliminates the need for extra couplings
- Corrosion resistant

[View More Information >](#)

Trade Size: 1-1/2"

76 People have purchased this product in the past 30 days



Pick Up At Store
6 In-Stock at **ROLLA**
[Check Another Store for Availability](#)



Shipping & Delivery
Available

Description & Documents

1-1/2-inch Schedule 40, standard 90-degree elbow with a belled end is lightweight and easier to install.



Features

- 8.25" Bend Radius
- Belled end eliminates the need for extra couplings
- Corrosion resistant

Specifications

Fitting Type	Conduit Elbows	Product Type	PVC Conduit Fittings
Trade Size	1-1/2"	Recommended Environment	Outdoor
Listing Agency Standards	UL Listed	Material	PVC
Overall Width	2-1/4 inch	Overall Height	2-1/4 inch
Overall Depth	11-1/4 inch	Weight	0.79 pound
Shipping Dimensions	15.00 H x 5.25 W x 1.88 D	Shipping Weight	0.9375 lbs
Return Policy	Regular Return view Return Policy		

Please Note: Prices, promotions, styles and availability may vary by store and online. Inventory is sold and received continuously throughout the day; therefore, the quantity shown may not be available when you get to the store. This inventory may include a store display unit. Online orders and products purchased in-store qualify for rebate redemption. Mail-In Rebate is in the form of merchandise credit check, valid in-store only. Merchandise credit check is not valid towards purchases made on MENARDS.COM®. By submitting this rebate form, you agree to resolve any disputes related to rebate redemption by binding arbitration and you waive any right to file or participate in a class action. Terms and conditions available at [www.menards.com/go/coupons](#)

1-1/2" x 10' Schedule 40 PVC Conduit
Model Number: 8106 | Menards # SKU: 3652594



EVERYDAY LOW PRICE
1.1% MAIL-IN REBATE Good Through 11/6/22

FINAL PRICE

~~\$24.42~~
~~\$2.69~~
\$21.73
each

You Save \$2.69 with Mail-In Rebate

- 1-1/2"
- 10'
- Schedule 40
- Nonconductive
- Flame-retardant

[View More Information >](#)

Schedule: 40

Trade Size: 1-1/2"

Length: 10'

61 People have purchased this product in the past 30 days



Pick Up At Store
192 In-Stock at **BOLLA**
[Check Another Store for Availability](#)



Delivery
Available

Description & Documents

This conduit is available with one belled end to facilitate joining sections together without need for a separate coupler. Schedule 40 has a thinner wall than Schedule 80 and is not permitted for use where subject to physical damage. The outside diameters of Schedule 40 and Schedule 80 conduit are identical; therefore, the same fittings are employed for both.

Features

- 1-1/2"
- 10'
- Schedule 40
- Nonconductive
- Flame-retardant
- Sunlight-resistant
- Inexpensive and easy to install
- Indoors or outdoors
- For concealed or exposed work
- Suitable for corrosive conditions, direct burial and encasement in concrete
- Not suitable for use where subject to physical damage

Specifications

Trade Size	1-1/2" inch	Actual Length	10 foot
Actual Outer Diameter	1-7/8 inch	Material	PVC
Actual Inner Diameter	1-9/16 inch	Product Type	PVC Conduit
Weight	5.6 pound	Color/Finish	Gray
Listing Agency Standards	UL Listed	Shipping Dimensions	120.00 H x 2.88 W x 2.86 D
Shipping Weight	5.3125 lbs	Return Policy	Regular Return (View Return Policy)

Please Note: Prices, promotions, styles and availability may vary by store and online. Inventory is sold and received continuously throughout the day; therefore, the quantity shown may not be available when you get to the store. This inventory may include a store display unit. Online orders and products purchased in-store qualify for rebate redemption. Mail-In Rebate is in the form of merchandise credit check, valid in-store only. Merchandise credit check is not valid towards purchases made on MENARDS.COM®. By submitting this rebate form, you agree to resolve any disputes related to rebate redemption by binding arbitration and you waive any right to file or participate in a class action. Terms and conditions available at [menards.com/rebate](#)



EVERYDAY LOW PRICE
1.1% MAIL-IN REBATE Good Through 11/6/22

FINAL PRICE

~~\$1.98~~
~~\$0.22~~
\$1.76
/foot

You Save \$0.22 with Mail-In Rebate

- Used to connect the transformer to the meter base
- Suitable for direct burial
- Cross-linked polyethylene insulation
- Triple-rated RHH or RHW-2 or USE-2
- Sold per foot

[View More Information >](#)

246 People have purchased this product in the past 30 days



Pick Up At Store

3 In-Stock at **ROLLA**
[Check Another Store for Availability](#)



Delivery

Available

Description & Documents

This 2/2/4 Aluminum URD cable is used to connect the transformer to the meter base. Suitable for direct burial.



Features

- Used to connect the transformer to the meter base
- Suitable for direct burial
- Cross-linked polyethylene insulation
- Triple-rated RHH or RHW-2 or USE-2
- Sold per foot
- Special orders must be purchased in full reel quantities (1,000 feet)

Specifications

Product Type	Service Entrance Cable	Direct Burial	Yes
Stranded or Solid	Stranded	Overall Length	1000 foot
Conductor Gauge	4	Maximum Amperage	95
Voltage Rating	600 volt	Recommended Environment	Outdoor
Grounded	No	Number of Conductors	2
Conductor Material	Aluminum	Outer Color	Black
Shipping Dimensions	32.00 H x 25.00 W x 25.00 D	Shipping Weight	0.3125 lbs
Return Policy	Regular Return (view Return Policy)		

Please Note: Prices, promotions, styles and availability may vary by store and online. Inventory is sold and received continuously throughout the day; therefore, the quantity shown may not be available when you get to the store. This inventory may include a store display unit. Online orders and products purchased in-store qualify for rebate redemption. Mail-In Rebate is in the form of merchandise credit check, valid in-store only. Merchandise credit check is not valid towards purchases made on MENARDS.COM®. By submitting this rebate form, you agree to resolve any disputes related to rebate redemption by binding arbitration and you waive any right to file or participate in a class action. Terms and conditions available at [menards.com/rebate](#)

Lowes bid

2- 2 in sweeps at a cost of \$ 42.36

2- sticks of 2 in pvc conduit at a cost of \$ 70.50

10- 1 ½ pvc conduit sweeps at a cost of \$ 50.80

300 stick of 1 ½ pvc conduit at a cost of \$ 8343

3000 feet of 2-2-4 Aluminum URD at a cost \$ 7710

Total \$ 16216.66

This excludes the 400 AMP 480/230 volt 3 phase , 42 circuit NEMA 3R panel and the 50 AMP Double Pole breaker and the 9- 30 AMP double pole breakers

Search



Rolla Lowe's

Open until 10 PM

Delivery to
65401

Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

Electrical / Electrical Wire & Cable / Service Entrance Cables

Southwire Stephens 2-2-4 Aluminum Urd Service Entrance Cable (By-the-Foot)

Item #70200 Model #55417505

★★★★★ 7



\$2.57

Aluminum URD cable - sold by the Foot (continuous)

Add the length desired in feet as your quantity and add to cart.

Please be advised: this item has a min order quantity of 6ft and a max of 450ft

- 1 + Add to Cart



Free Store & Curbside Pickup

Ready within 3 hours | 1171 in Stock at Rolla Lowe's
Aisle 11 | Bay 24

Delivery to 65401

Scheduling Available on orders \$50+
Get it by Fri, Nov 4

Feedback

BETTER TOGETHER



CURRENT ITEM

Southwire Stephens 2-2-4
Aluminum Urd Service Entrance
Cable (By-the-Foot)

\$2.57



Selected

Sigma ProConnex 1-1/4-in Zinc-
plated Steel Conduit Locknut
Conduit Fittings (2-Pack)

\$1.28



Selected

CANTEX 1-1/4-in Schedule 40
Schedule 80 Plastic Combination
Coupling Conduit Fittings

\$1.08



Selected

Kraloy 1-1/4-in Schedule 40
Schedule 80 Plastic Terminal
Connector Conduit Fittings

\$1.38

Subtotal for (4) items

\$6.31

Add to cart 4 items

OVERVIEW

Search



Rolla Lowe's Open until 10 PM

Delivery to
65401

Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

[Back to Results](#) / [Electrical](#) / [Conduit & Conduit Fittings](#) / [Conduit](#)**CANTEX 1-1/2-in x 10-ft Non-Metal PVC Conduit**

Item #72811 Model #A52BE12H

Shop CANTEX ★★★★★ 94

**\$27.81**

\$26.42 when you choose 5% savings on eligible purchases every day. [Learn how](#)

Nonmetallic PVC material which is corrosion, rust and sunlight resistant

ETL listed

Conforms to UL651 and NEMA TC-2



1

+

Add to Cart

**Free Store & Curbside Pickup**

Ready within **3 hours** | **86 in Stock** at **Rolla Lowe's**
Aisle 11 | Bay 16

**Delivery to 65401**

Scheduling Available on orders \$50+
Get it by **Fri, Nov 4**

Feedback

BETTER TOGETHER

CURRENT ITEM



Selected



Selected



Selected



+



+



+



CANTEX 1-1/2-in x 10-ft Non-Metal PVC Conduit

\$27.81

Kraloy 1-1/2-in Schedule 40 Schedule 80 Plastic Conduit Coupling Conduit Fittings

\$1.28

Sigma ProConnex 1-1/2-in Zinc-plated Steel Conduit Locknut Conduit Fittings (2-Pack)

\$1.67

Kraloy 1-1/2-in 90 Schedule 40 Schedule 80 Plastic Elbow Conduit Fittings

\$5.08

Subtotal for (4) items

\$35.84

Add to cart 4 items

Search



Rolla Lowe's

Open until 10 PM

Delivery to
65401

Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

[Back to Results](#) / [Electrical](#) / [Conduit & Conduit Fittings](#) / [Conduit Fittings](#)

Kraloy 1-1/2-in 90 Schedule 40 Schedule 80 Plastic Elbow Conduit Fittings

Item #51365 Model #020797

[Shop Kraloy](#) ★★★★★ 20


\$5.08



Features two plain ends for connecting to a fitting hub end or conduit bell end

Schedule 40 PVC fittings are made from durable PVC sch 40 for long lasting durability and dependability

Approved for use in exposed, concrete encased and direct burial applications

1



Free Store & Curbside Pickup

Ready within 3 hours | 23 in Stock at Rolla Lowe's
Aisle 11 | Bay 12



Delivery to 65401

Free with \$45 Order
Get it by Thu, Nov 10



Feedback

BETTER TOGETHER



CURRENT ITEM



Selected



Selected



Selected



+



+



+



Kraloy 1-1/2-in 90 Schedule 40
Schedule 80 Plastic Elbow
Conduit Fittings

\$5.08

CANTEX 8-fl oz Pvc Cement

\$6.88

Southwire 1-ft 2-2-2-4 Stranded
Aluminum Use By-the-foot

\$3.87

LASCO 1-1/2-in x 1-1/2-in
Coupling PVC Coupling

\$1.39

Subtotal for (4) items

\$17.22

Add to cart 4 items

OVERVIEW

Search



Rolla Lowe's

Open until 10 PM

Delivery to
65401



Prices, Promotions, styles, and availability may vary. Our local stores do not honor online pricing. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Lowe's reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted.

[Electrical](#) / [Conduit & Conduit Fittings](#) / [Conduit Fittings](#)

Kraloy 2-in 90 Schedule 40 Schedule 80 Plastic Elbow Conduit Fittings

Item #196850 Model #068054

[Shop Kraloy](#) ★★★★★ 4



\$21.18



\$20.12 when you choose 5% savings on eligible purchases every day. [Learn how](#)



Kraloy duct elbows are designed for concrete encased and direct burial applications for power utilities, street lighting, and communication distribution. Features a belled end for connecting directly to PVC conduit. Schedule 40 elbow with a 36-In radius.



Hurry, Low in Stock

1



Add to Cart



Free Store & Curbside Pickup

Ready within 3 hours | 1 in Stock at [Rolla Lowe's](#)
Aisle 11 | Bay 16



Delivery to 65401

Scheduling Available on orders \$50+
Get it by [Fri, Nov 4](#)



Feedback

BETTER TOGETHER



CURRENT ITEM



Selected



Selected



Selected



+



+



+



Kraloy 2-in 90 Schedule 40 Schedule 80 Plastic Elbow Conduit Fittings

\$21.18

CANTEX 8-fl oz Pvc Cement

\$6.88

Charlotte Pipe PVC Pipe 2-in dia x 10-ft L Plain End Schedule 40 PVC DWV Pipe

\$19.49

Galvan Terminal Copper Rods

\$20.94

Subtotal for (4) items

\$68.49

Staff Summary Report

MEETING DATE:	11/22/2022
AGENDA ITEM:	VI
AGENDA TITLE:	Reading of Bills and Resolutions

ACTION REQUESTED BY:	City Clerk Koller
ACTION REQUESTED:	
SUMMARY BY:	Tammy Koller

PROJECT DESCRIPTION / FACTS

A resolution providing for the municipal election for the city of Salem, Missouri.

PROCUREMENT

FISCAL IMPACTS

SUPPORT DOCUMENTS:	Resolution No. 41-2022
---------------------------	------------------------

DEPARTMENT'S RECOMMENDED MOTION: MOVE TO APPROVE RESOLUTION NO.41-2022.

RESOLUTION NO. 41-2022

A RESOLUTION PROVIDING FOR THE MUNICIPAL ELECTION FOR THE CITY OF SALEM, MISSOURI, ON APRIL 4, 2023

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

WHEREAS, the laws of the State of Missouri and the ordinances of the City of Salem, Missouri, provide that a municipal election for the elective officers of each city of the fourth class shall be held on the first Tuesday in April each year and provide for certain duties of the Board of Aldermen and City Clerk in regard to said election, and

WHEREAS, said election will be held on April 4, 2023.

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

1. The purpose of the April 4, 2023 election is to elect:
 - (a) One (1) Alderman from the West Ward of said City to serve a two-year term until April, 2025;
 - (b) One (1) Alderman from the East Ward of said City to serve a two-year term until April, 2025;

Or until their successors in such offices are duly elected, appointed, qualified, and installed in office.
2. Any qualified person who desires to be a candidate for the above city offices may have his name placed upon the ballot by filing his written declaration of such candidacy for the office which he seeks in the Office of the City Clerk. The opening filing date is 8:00 a.m. on December 6, 2022, and the closing date is 5:00 p.m. on December 27, 2022.
3. The City Clerk shall cause notice of the opening filing date, the office or offices to be filled, the proper place for filing and the closing filing date of the election, such notice to be published in the Salem News.
4. Said election will be held at the following voting places in said City, to wit:

WEST WARD City Hall
202 North Washington Street

EAST WARD Dent County Fire Protection District
#2 South Main Street

And the polls shall be opened at six o'clock in the morning and shall remain continuously open until seven o'clock in the evening.

5. Said election shall be held under the provisions of Chapter 115 RSMo.
6. All duties specified in the state election laws, unless otherwise specified, to be performed by the officer or agency calling the election and all duties specified in the state election laws, unless otherwise specified, to be performed by the City shall be performed by the City Clerk.
7. This Resolution shall take effect from and after the passage and adoption thereof.

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 22nd DAY OF
NOVEMBER 2022.**

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVED AS TO FORM:

James K. Weber
City Attorney

Staff Summary Report

MEETING DATE:	November 22, 2022
AGENDA ITEM:	V
AGENDA TITLE:	READING OF BILLS AND RESOLUTIONS

ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Approve Change Order for 501 S Hickory St – Welcome Home
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The contract for rehabilitation work at 501 S Hickory St. as part of the Welcome Home 2021, Federal Home Loan Bank (FHLB) project was approved on September 27, 2022 in the amount of \$18,825.00.

This Change Order request was initiated by the homeowner and is an increase to the contract amount of \$2,416.00, bringing the total amount to \$21,241.00.

Each of the homes participating in the Welcome Home 2021 Rehabilitation program can have a maximum of \$23,000 worth of rehabilitation work (including labor and materials) performed on the home.

This will result in an additional homeowner contribution of \$483.20, for a total contribution of \$4,648.20.

PROCUREMENT

N/A

FISCAL IMPACTS

With this change order, the total amount for rehabilitation activities for this home is still below the budgeted amount, which was based upon the maximum each of the homes participating may incur, without homeowner contributions above the stated program amount of \$5,000.

SUPPORT DOCUMENTS:	Change Order #1 Salem FHLB Welcome Home Grant Program
---------------------------	-------------------------------------------------------

DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Change Order #1 for 501 S. Hickory St., a participant in the Welcome Home 2021 program.
-----------------------------------------	---------------------------------------------------------------------------------------------------------

RESOLUTION NO. 42-2022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CONTRACT CHANGE ORDER NO. 1 BETWEEN 5 J'S LANDSCAPING AND HANDYMAN SERVICES (THE "CONTRACTOR"), THE CITY OF SALEM, MISSOURI (THE "CITY"), AND DORIAN GARAFOLA (THE "OWNER") OF PROPERTY LOCATED AT 501 S. HICKORY, SALEM, MISSOURI.

WHEREAS, the contract for rehabilitation work at 501 S. Hickory Street as part of the Welcome Home 2021, Federal Home Loan Bank (FHLB) project was entered into September 27, 2022, for the amount of \$18,528.00.

WHEREAS, the owner has requested an increase to the contract in the amount of \$2,416.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMAN 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 provisions as set forth in Exhibit A attached hereto.

Section 2.

Contract total amount is \$21,241.00.

Section 3.

Owner total contribution is \$4,648.20

Section 4.

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 22ND DAY OF NOVEMBER 2022.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVED AS TO FORM:

James K. Weber
City Attorney

Exhibit A

CHANGE ORDER 1
SALEM FHLB
WELCOME HOME GRANT PROGRAM

Contractor: Joe Griffith

Address: 897 CR 3190

Salem
City

MO.
State

65560
Zip Code

In connection with Construction Contract, with above said contractor for the rehabilitation of the property located at 501 S Hickory, Salem, Missouri, the following change is ordered in accordance with

CHANGES IN THE SCOPE OF WORK, of the CONTRACT: **Provide and install 2 storm doors. Provide and install metal handrails a different style than what was bid.**

. Subject to conditions hereinafter set forth, an equitable adjustment to the contract price and/or the contract time is established as follows:

ORIGINAL CONTRACT PRICE \$18,825.00 CONTRACT PRICE INCLUDING PREVIOUS
CHANGE ORDERS \$ Same

THE CONTRACT PRICE IS **(INCREASED)** (DECREASED) \$2,416.00

TIME IS **(INCREASED)** (DECREASED) 15 CALENDAR DAYS.

TOTAL CONTRACT INCLUDING THIS CHANGE \$21,241.00

The conditions above referred to are as follows:

- A. The aforementioned change, and work affected thereby, are subject to all contract stipulations and covenants;
- B. The rights of the Owner are not prejudiced; and
- C. All claims against the Owner which are incidental to or as consequence of the aforementioned change are satisfied.

Owner: _____ Date _____

Contractor: _____ Date _____

Inspector:  _____ Date 11-2-22

City: _____ Date _____

Staff Summary Report

MEETING DATE:	November 22, 2022
AGENDA ITEM:	V
AGENDA TITLE:	READING OF BILLS AND RESOLUTIONS

ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Approve Change Order for 810 E Jack St – Welcome Home
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

NOTE – This is the 1st change order for this homeowner's contract, but it is the 2nd Change Order for the Welcome Home program. Moving forward, this explanation will be included with each subsequent Change Order request.

The contract for rehabilitation work at 810 E Jack St. as part of the Welcome Home 2021, Federal Home Loan Bank (FHLB) project was approved on September 27, 2022 in the amount of \$21,450.00.

This Change Order request was initiated by the homeowner and is an increase to the contract amount of \$663.00, bringing the total amount to \$22,113.00.

Each of the homes participating in the Welcome Home 2021 Rehabilitation program can have a maximum of \$23,000 worth of rehabilitation work (including labor and materials) performed on the home.

This will result in an additional homeowner contribution of \$132.60, for a total contribution of \$4,822.60.

PROCUREMENT

N/A

FISCAL IMPACTS

With this change order, the total amount for rehabilitation activities for this home is still below the budgeted amount, which was based upon the maximum each of the homes participating may incur, without homeowner contributions above the stated program amount of \$5,000.

SUPPORT DOCUMENTS:	Change Order #2 Salem FHLB Welcome Home Grant Program
---------------------------	-------------------------------------------------------

DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve Change Order #2 for 810 E. Jack St., a participant in the Welcome Home 2021 program.
-----------------------------------------	------------------------------------------------------------------------------------------------------

RESOLUTION NO. 43-2022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CONTRACT CHANGE ORDER NO. 2 BETWEEN 5 J'S LANDSCAPING AND HANDYMAN SERVICES (THE "CONTRACTOR"), THE CITY OF SALEM, MISSOURI (THE "CITY"), AND LANA GROVE (THE "OWNER") OF PROPERTY LOCATED AT 810 E. JACK STREET, SALEM, MISSOURI.

WHEREAS, the contract for rehabilitation work at 810 E. Jack as part of the Welcome Home 2021, Federal Home Loan Bank (FHLB) project was entered into September 27, 2022, for the amount of \$21,450.00.

WHEREAS, the owner has requested an increase to the contract in the amount of \$663.00.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMAN 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 provisions as set forth in Exhibit A attached hereto.

Section 2.

Contract total amount is \$22,113.00.

Section 3.

Owner total contribution is \$4,822.60

Section 4.

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 22ND DAY OF NOVEMBER 2022.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVED AS TO FORM:

James K. Weber
City Attorney

Exhibit A

CHANGE ORDER 2
SALEM FHLB
WELCOME HOME GRANT PROGRAM

Contractor: Joe Griffith

Address: 897 CR 3190

Salem
City

MO.
State

65560
Zip Code

In connection with Construction Contract, with above said contractor for the rehabilitation of the property located at 810 E. Jack St., Salem, Missouri, the following change is ordered in accordance with

CHANGES IN THE SCOPE OF WORK, of the CONTRACT: **Provide and install aluminum window screens in each window per request from the homeowner**

Subject to conditions hereinafter set forth, an equitable adjustment to the contract price and/or the contract time is established as follows:

ORIGINAL CONTRACT PRICE \$21,450.00 CONTRACT PRICE INCLUDING PREVIOUS
CHANGE ORDERS \$ Same

THE CONTRACT PRICE IS (INCREASED) (DECREASED) \$663.00

TIME IS (INCREASED) (DECREASED) 15 CALENDAR DAYS.

TOTAL CONTRACT INCLUDING THIS CHANGE \$22,113.00

The conditions above referred to are as follows:

- A. The aforementioned change, and work affected thereby, are subject to all contract stipulations and covenants;
- B. The rights of the Owner are not prejudiced; and
- C. All claims against the Owner which are incidental to or as consequence of the aforementioned change are satisfied.

Owner: _____ Date _____

Contractor: _____ Date _____

Inspector:  Date 11-2-72

City: _____ Date _____

Staff Summary Report

MEETING DATE:	November 22, 2022
AGENDA ITEM:	ITEM VI
AGENDA TITLE:	READING OF BILLS AND RESOLUTIONS

ACTION REQUESTED BY:	Temporary City Administrator
ACTION REQUESTED:	Approval of match funds for DED's Community Revitalization Grant
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

Project includes removal and replacement of non-ADA compliant sidewalks serving downtown businesses along 4th Street and installing historic replica lighting in accordance with the City's beautification plan which initially covered an area beginning at McArthur Avenue, eastward to and around the County Courthouse, and eastward to Pershing Street. Funds have been secured for Phase 1 of the plan that includes the south side of 4th St. between Hwy 19 and Iron Street, and both sides of 4th Street from Hwy 19 to Washington St. Seeking additional funding to increase the initial scope of the project.

The Department of Economic Development's Community Revitalization Grant may be used for this type of project in an Historically Disadvantaged Census Block, which the west side of 4th Street qualifies.

PROCUREMENT

No procurement at this time.

FISCAL IMPACTS

If the grant application this resolution designates funds for is successful, we will be able to basically double the funds available for our Downtown sidewalk and lighting improvements which will increase the number of blocks we can do these improvements on.

The funds referenced in this resolution are made up of the TAP funding through MoDOT (\$396,320) plus the City's local match of funds (\$99,080) specifically for the TAP grant. This will leverage the City's local funds without the City needing to put up additional local match.

SUPPORT DOCUMENTS:	N/A
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve the Resolution designating TAP project funds for the City's Downtown project as matching funds to increase the scope of the project.
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RESOLUITON NO. 44-2022

A RESOLUTION OF THE CITY OF SALEM, MISSOURI, STATING INTENT TO SEEK FUNDING THROUGH THE COMMUNITY REVITALIZATION GRANT PROGRAM AND AUTHORIZING THE MAYOR TO PURSUE ACTIVITIES IN AN ATTEMPT TO SECURE FUNDING FOR SALEM PEDESTRIAN IMPROVEMENTS.

WHEREAS, the Missouri General Assembly appropriated \$100 million to the Department of Economic Development (DED) in House Bill 3020 at § 20.065 (2022); and

WHEREAS, the Program is funded through U.S. Department of the Treasury (Treasury) Coronavirus State and Local Fiscal Recovery Funds (SFRF) authorized by the American Rescue Plan Act (ARPA); and

WHEREAS, DED will make available a certain amount of funds for each economic development region of the state of Missouri, including \$15,000,000 for projects in the Central Region; and

WHEREAS, the Missouri Department of Economic Development is designated to award funding for projects in the state of Missouri and has established the Community Revitalization Grant, a competitive grant program; and

WHEREAS, to comply with federal requirements, all proposed projects must respond to a negative economic impact experienced by individuals, households, communities, small businesses, or industries due to the COVID-19 public health emergency; and

WHEREAS, the City does have areas of need which may be addressed through the Community Revitalization Grant Program.

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

Section 1.

The City of Salem, Missouri, desires to participate with the Missouri Department of Economic Development in the improvement of our community under the activities authorized pursuant to Coronavirus State and Local Fiscal Recovery Funds (SFRF) authorized by the American Rescue Plan Act (ARPA);

Section 2.

The Mayor of the City of Salem, Missouri, hereby is authorized to prepare and submit documents which are necessary in applying for funding and establishing an administrative organization to implement activities pursuant to the aforementioned act.

Section 3.

That the applicant will dedicate \$495,400.00 of local cash funds to be used in this project, valued at \$990,800.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 22ND DAY OF NOVEMBER 2022.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVED AS TO FORM:

James Weber
City Attorney

Staff Summary Report

MEETING DATE:	November 22, 2022
AGENDA ITEM:	ITEM VI READING OF BILLS AND RESOLUTIONS
AGENDA TITLE:	BCS Electrical LLC Contract for Al Brown Electrical Work

ACTION REQUESTED BY:	Temporary City Administrator
ACTION REQUESTED:	Approve Contract with BCS Electrical LLC
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

See the previous information concerning this project in the bid approval item on this agenda.

This contract is to approve BCS Electrical LLC to perform the labor for installation of the electrical infrastructure at Al Brown Fields with the City providing the materials.

PROCUREMENT

See previous Bid Approval item on this Agenda

FISCAL IMPACTS

This item will be paid for from the ESP funding that is in place and was included in that original financing package. It does not impact any other budget line.

SUPPORT DOCUMENTS:	BCS Electrical LLC Contract Al Brown Electrical Work Bid Packet
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve the contract with BCS Electrical LLC in the amount of \$41,760.88.
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RESOLUTION NO. 45-2022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (THE “OWNER”) AND BCS ELECTRIC, LLC (THE “CONTRACTOR”).

WHEREAS, the Owner has caused to be published, in accordance with law, an advertisement for and in connection with the installation of electrical infrastructure in accordance with the contract documents and said bid documents and specifications attached hereto; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of said advertisement;

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

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

Section 1.

The Contractor shall (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) provide and perform all necessary labor; and (c) in a good, substantial, and workmanlike manner and in accordance with the provisions of the bid scope of work of the contract, such award being based on the acceptance by the owner of the contractor's bid for the construction of the improvements.

Section 2.

The Owner shall pay to the Contractor for the performance of work the sum of forty-one thousand, seven hundred sixty dollars and eighty-eight cents (\$41,760.88).

Section 3.

The Contractor shall begin work within seven (7) days after receipt from the Owner of executed copies of the Contract.

Section 4.

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 22nd DAY OF
NOVEMBER 2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney



CITY OF SALEM, MISSOURI REQUEST FOR BIDS

Title:	Al Brown Fields Electrical Work
Date Issued:	November 08, 2022
Due Date and Time:	November 18, 2022; 9:00 AM
Submit Sealed Proposals To:	City of Salem, Missouri Office of City Clerk 400 N. Iron Street Salem, MO 65560
Bid Opening Date and Time:	November 18, 2022; 9:30 AM

INTRODUCTION

This City of Salem is seeking proposals for installation of electrical wiring from proposed transformer site to existing light poles.

Any questions regarding this request should be addressed to Mark Nash, Public Works Director, publicworks@salemno.com, 573-729-4811.

BACKGROUND INFORMATION

Qualite Sports Lighting, LLC has installed 10 LED light poles and lights to two recreational softball/baseball fields at the Al Brown Sports Complex. The City of Salem will install transformer and bring power from existing service to transformer.

SCOPE OF SERVICE

Provide electrical service to ten new light poles.

1. Erect new 400 amp, 480/230 volt, 3 phase, 42 circuit service panel in NEMA 3R enclosure at utility transformer.
2. Provide 1-DP 50 amp breaker and 9-DP 30 amp breakers
3. Install 2 ½" PVC conduit between transformer and Service Panel.
4. Install 2 additional 2 1/2" PVC conduits out of transformer for future use.
5. Install approx. 3000ft of 1 1/2 " PVC from Service Panel to 10 light poles.
6. Install wire sized to allow for voltage drop and terminate at each light pole.

SCHEDULE

Every effort will be made to adhere to the following schedule regarding this proposal, although it may be altered at the City's convenience.

Release of advertisements of RFB	November 08, 2022
Proposal submission deadline	November 18, 2022
Final Selection & Board Approval	November 22, 2022

PROPOSAL SUBMISSION AND AWARD

All proposals must be received by the City Clerk, City of Salem, Missouri, 400 N Iron Street, Salem, Missouri 65560 prior to 9:00 a.m., Central Standard Time, on Friday, November 18, 2022.

The City is asking that interested contractors submit proposals for installation of underground wire from transformer to 10 light poles for two existing softball/baseball fields. Which will include using all copper wire, all digging/trenching and backfill. The City is requesting that interested parties submit two cost estimates:

- A. Labor and Equipment Only for installation based upon the Scope of Services and;
- B. Labor, Equipment and Materials for installation based upon the Scope of Services.

Proposals do not need to include seeding or leveling of dirt.

The Respondent shall submit, at a minimum, the following information/documents as part of the proposal:

1. List of References:
 - a. Provide a minimum of three references that your firm has provided similar services or work for.
2. Provide a Certificate of Professional Liability Insurance and must have the ability to obtain a City Contractors License, if awarded contract.

Cost of Proposal:

1. Provide the fee schedule that your company will use for providing services as outlined in the Scope of Services, including total cost for the job.

Award and Selection

Each bid will be evaluated based on the following criteria:

1. Total cost of proposed work.
2. Reference Checks

All proposals shall be accepted or rejected by the Board of Aldermen in a public meeting.

To: City of Salem Parks and Recreation
400 North Iron Street
Salem, MO 65560

From: BCS Electric LLC
Brandon Schmitt
573-247-2429
299 County Road 5013
Salem, MO 65560

Date of Bid: 11/16/22

Scope of Work:

- Build service rack next to transformer provided by customer.
- Install MDP 277/480 volt 42 circuit NEMA 3R panel with 200-400 amp main breaker
- MDP to include one 50 amp double pole breaker and nine 30 amp double pole breakers.
- Install 200 amp service wire from transformer to MDP located within 10' either side.
- Install approximately 3000' of 1 1/2" pvc conduit and wire specified by the attached documents provided by The City of Salem.

*Note: Wiring and conduit specifications provided by The City of Salem.

- Install two 2 1/2" conduits six feet out of transformer for future use.

-All digging and backfilling will be included. No final ground finishing will be provided such as: straw, seeding, and final grading.

*Note- Any utilities that are damaged during installation that are not located such as: water lines, electric lines, sewers, and drains will be the City of Salem responsibility for repairs or replacement.

*Proposal is based from information given by The City of Salem. See attached documents.

*All labor is included in proposal to complete the project.

*All work will be provided in a neat and timely manner. Work can begin as soon as possible weather permitting. Job completion is expected in thirty days or less. Bid expires after 30 days.

This is a labor only bid which includes labor for installation of materials, digging, and backfilling. City of Salem to provide all materials to complete project.

-Terms of Payment- Payment in full is required within 30 days of completion of project.

-Labor \$41,760.88

Scope of Work: Al Brown Field

Build service rack next to utility transformer.

Install MDP next to utility transformer. (CT and meter will be located on utility transformer.)

400amp 480/277 3 phase 42 circuit Nema 3R MDP with main breaker. (85 day lead time)

1-DP 50amp breaker

9-DP 30amp breakers

Install pvc conduit from transformer to MDP.

Install 2 additional 2 1/2 pvc out of transformer for future use.

Install approx. 3000ft of 1 1/2 pvc from MDP to 10 different light poles.

Install wire size to allow for voltage drop to each pole.

Terminate wires at each light pole.

~~Run 2in pvc from MDP to concession stand.~~

~~Install 75kva transformer inside of storage area.~~

~~Install new 200amp 3 phase 120/208 panel inside of storage area.~~

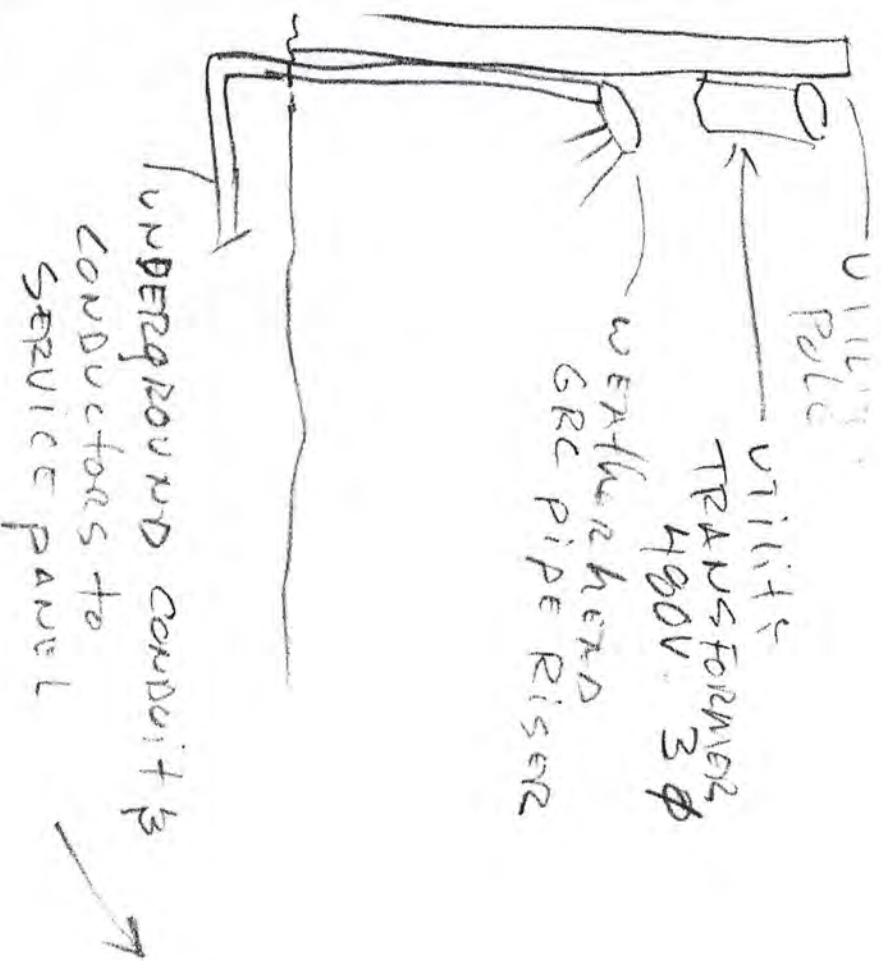
~~Reroute circuits from existing panel in storage area to new.~~

~~Will set junction boxes as needed to extend existing circuits to new panel.~~

All wire must be copper.

Include all digging/trenching and backfill.

Scope of work with lines drawn through
was removed from project per Mark Nash.



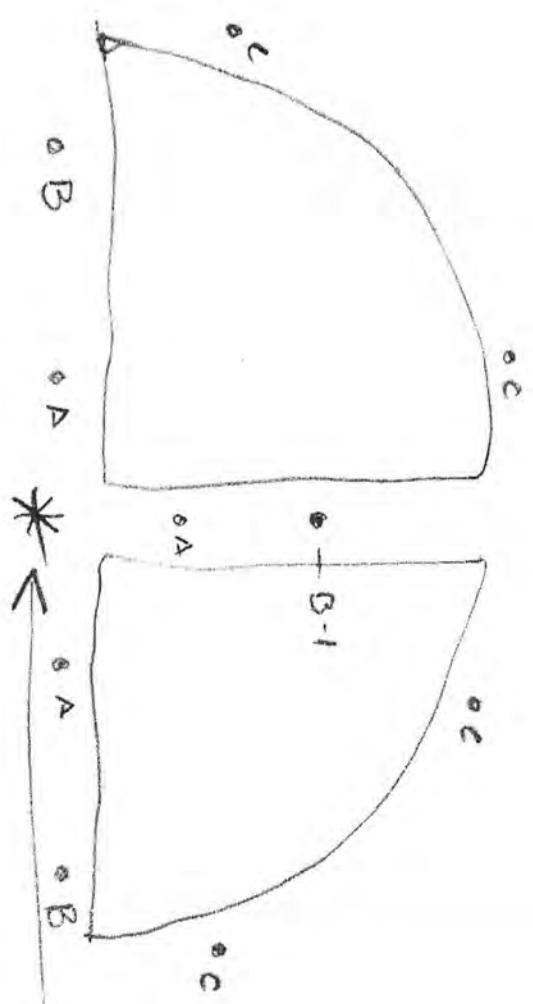
83.2 KW
 Total light load
 $\times 125\% = 104$
 Diversified 3 φ
 Load =
147.16 Amps

BRANCH CONDUIT to light poles

B-1 Pole Requires A 50 Amp
 2 pole Breaker #8 cu wire

C Poles Require 30 Amp
 2 pole Breakers #8 cu wire

B+A Poles Require 30 Amp
 2 pole Breakers
 #10 cu wire Minimum



Panel Location

Staff Summary Report

MEETING DATE:	November 22, 2022
AGENDA ITEM:	VI
AGENDA TITLE:	READING OF BILLS AND RESOLUTIONS
ACTION REQUESTED BY:	Temporary City Administrator
ACTION REQUESTED:	Approval of Sick Leave Policy
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The advent of COVID-19 highlighted for the City of Salem, and many other small communities the importance of adequate sick leave. With Covid's mandatory quarantines, many employees found themselves without appropriately available sick/vacation leave while still being required to be absent from work for multiple days.

As of November 17, 2022 the Dent County Health Center's online Quarantine and Isolation Calculator is still recommending 5 days of quarantine after exposure or a positive test. Followed by 5 days of wearing a mask if you are symptom free. Myself and Mr. Walden did implement this same internal policy concerning quarantine and mask protocols, after visiting via phone with the Dent County Health Center on August 18, 2022.

Additionally, on January 19, 2021 Mr. Walden had implemented administratively, **"Policy and Protocols for Employee Negative Leave Accrual COVID-19 Response"** which allowed employees to go into 3 days (24 hours) of negative sick leave if they had already exhausted all available leave and were subject to quarantine or isolation, and that they agree to repay the negative leave. The negative leave per this policy was to be formally approved by the employee's supervisor and the City Administrator.

If the Board approves the attached proposed Sick Time amendments to the Personnel Manual. The **"Policy and Protocols for Employee Negative Leave Accrual COVID-19 Response"** will be withdrawn and no longer effective January 1, 2023.

The attached proposed Sick Time policy amendments are proposed to go into effect with the first pay period of calendar year 2023. This proposal expands the Sick Time that employees may accrue from 5 days per year for the first 10 years of employment and 10 days per year after 10 years to 12 days per year for everyone.

For those working for the city for less than 10 years, one instance of covid infection by themselves or one of their immediate household members could wipe out their entire year of sick leave. Add to that the possibility of a re-infection during the year or additional household members who may have symptoms and the available vacation time (5 days – 1st yr, 10 days yrs 2-5) may also be quickly depleted.

The proposed amendments also reflect the recommendations from Erin Steele with Cunningham, Vogel & Rost, P.C. who has reviewed and made recommendations and edits to our existing Personnel Manual.

Below is a survey of surrounding communities Sick Time benefit:

*Salem is the only City that distinguishes between years of employment for this benefit	Sick Leave	
	1-10 yrs	10+ yrs
MO Municipal League - "Fringe Benefits in Missouri Municipalities" - April 2015 (#s are averages from survey)	12	
Salem	5	10
Rolla	12	
Cuba	12	
St James	15	
Steelville	12	
Licking	12	
Houston	12	

PROCUREMENT

N/A

FISCAL IMPACTS

Included in the budget as part of the personnel expense lines is allowance for Sick Time cash-outs which employees may voluntarily request on April 1st of each year. This is not a separate line item in the budget.

The current budget allowed for roughly \$19,000 in sick time cash-out based upon the previous year's actual requested cash-outs. The previous 3 year's actual sick time cash-outs are as follows:

2022 – 23 employees – 857.78 hours - \$18,875.09

2021 – 29 employees – 1,369.49 hours - \$29,337.81

2020 – 35 employees – 1,456.10 hours - \$30,985.77

Current economic factors as well as internal realignments create a situation where it is difficult to predict what the actual impact to the current budget may be. Economic factors may point to a higher number of employee sick time payouts, while reductions in staffing may impact the number of payouts as well.

For future budget years, the approval of this proposed policy will result in an increase overall of the available hours an employee may accrue and request as cash-outs.

We currently have 20 employees who will only be impacted by the addition of 2 days accrual per year. Which leaves 29 employees who will be impacted by the addition of 7 days accrual per year.

However, this will offset the current negative-leave policies in place for covid quarantines, this factor will lessen the amount of actual budgetary impact.

SUPPORT DOCUMENTS: Sick Leave Policy – red lines are deletions and blue are additions

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the resolution adopting the proposed amendments to the City's Sick Leave policy effective with the first pay period of calendar year 2023.

Paid Sick Leave Time

These general guidelines shall be considered administrative rules and regulations and shall be adhered to as closely as possible by all departments with regard to the use and accrual of Sick **Leave Time**. Authorizing Officers include the Mayor, Board of Aldermen, and City Administrator.

A. Sick Leave Time Accrual

1. Employees ~~with one (1) to ten (10) years employment~~ may accrue ~~one (1) week~~ twelve (12) days of sick **leavetime** with pay per year, which will accrue at a rate of ~~.77~~ 1.85 hours per week.

~~2. Employees with over ten (10) years employment may accrue two weeks of sick leave with pay per year, which will accrue at a rate of 1.54 hours per week.~~

~~23.~~ Up to thirty (30) days sick **leavetime** may be accumulated by each employee or, at the option of the employee, any unused sick **leavetime** may be paid on April 1st of each year hereafter.

~~34.~~ Sick **leavetime** shall not accrue to any employee while he/she is on leave-of-absence without pay.

B. Use of Sick Leave Time

1. ~~Unless circumstances prohibit the same, e~~ Employees needing to take sick **leavetime** should notify their supervisor as far in advance of the starting time as possible but no later than one (1) hour before the normal starting time of the first working day of absence and, if possible, on each succeeding sick day. Failure to do so may result in sick **leavetime** not being granted and possible disciplinary action. ~~Police personnel should attempt to give four (4) hours advance notice when possible due to scheduling problems.~~

~~2. In any case where a questionable or unconfirmed use of sick leave by an employee has been taken, the City Administrator may require a written certification executed by a physician that the absence was due to illness. Sick leavetime taken for three (3) or more consecutive work days may will require a medical statement and may require a release from a medical physician authorizing a return to work from a medical physician.~~

3. Sick **leavetime** may be used for the employee or a dependent family member.

4. When an insufficient sick **leavetime** balance remains to cover the absence of an employee, the remainder shall be charged to accumulated vacation ~~-, if there is no accumulated vacation time available, the time away from work will be unpaid.~~

~~5. An employee terminating from City service shall not be allowed the use of sick leave in the last two (2) calendar weeks of employment.~~ Upon termination of employment with the City of Salem, the employee's accrued sick **leavetime** will be paid at their normal rate of pay.

6. Sick **leavetime** will not be used for purposes to compute overtime.

7. Abuse of the sick **leavetime** privilege can result in dismissal.

Returning to Work after use of Paid Sick Time

If you are absent five (5) or more days because of your own illness, you will be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation.

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RESOLUTION NO. 46-2022

A RESOLUTION AMENDING THE CITY OF SALEM, MISSOURI SICK LEAVE POLICY AND PROVIDING WHEN THIS RESOLUTION SHALL BECOME EFFECTIVE.

WHEREAS, the Mayor and Board of Aldermen of the City of Salem desires to amend the City of Salem, Missouri sick leave policy.

BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AS FOLLOWS:

Section 1.

The City of Salem, Missouri Sick Leave policy will be amended to read as follows:

A. Sick Time Accrual

1. Employees may accrue twelve days of sick time with pay per year, which will accrue at a rate of 1.85 hours per week.
2. Up to thirty (30) days sick time may be accumulated by each employee or, at the option of the employee, any unused sick time may be paid on April 1st of each year hereafter.
3. Sick time shall not accrue to any employee while he/she is on leave-of-absence without pay.

Section 2.

This policy will become effective with the first pay period of calendar year 2023.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AND APPROVED BY THE MAYOR THIS 22nd DAY OF NOVEMBER 2022.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

REPORTS OF CITY OFFICIALS BOARDS AND COMMITTEES

MEETING DATE: November 22, 2022

AGENDA ITEM: ITEM VII

AGENDA TITLE:

PROJECT DESCRIPTION / FACTS

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

CLOSED SESSION

MEETING DATE: NOVEMBER 22, 2022

AGENDA ITEM: ITEM VIII

AGENDA TITLE:

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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.