

**TENTATIVE AGENDA
CITY OF SALEM, MISSOURI
BOARD OF ALDERMEN
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON ST.
OCTOBER 11, 2022
6:00 P. M.**

ITEM I CALL TO ORDER

ITEM II ROLL CALL

ITEM III HEARING OF PERSONS

Steve Evrard-706 N. Main Street-Discuss water & water meter
Lisa French-706 N. Main Street-Questions

ITEM IV CONSENT AGENDA

Municipal Court Reports September 2022
Parks and Recreation Meeting Minutes September 28, 2022
Economic Development Monthly Report September 2022
Regular Aldermen Meeting Minutes September 15, 2022
Special Aldermen Meeting Minutes September 20, 2022

ITEM V NEW AND MISCELLANEOUS BUSINESS

Welcome Home Bid Approval
Welcome Home Bid Rejection
Certified Site Final Payment
LWCF Soccer Complex Grant Funding
LAGERS Annual Meeting

ITEM VI READING OF BILLS AND RESOLUTIONS

RESOLUTION NO. 34-2022- A RESOLUTION AUTHORIZING THE MAYOR
TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM,
MISSOURI, AND THE MERAMEC REGIONAL PLANNING COMMISSION
FOR MEMBERSHIP SERVICES.

**TENTATIVE AGENDA
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202 N. WASHINGTON ST.
OCTOBER 11, 2022
6:00 P. M.
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RESOLUTION NO. 35-2022- A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN WELCH CONSTRUCTION AND THE CITY OF SALEM, MISSOURI, AND DAN AND BARB EVANS OF THE PROPERTY LOCATED AT 503 E. ROLLA ROAD.

ORDINANCE NO. 3522-AN ORDINANCE TO AUTHORIZE THE MAYOR TO SIGN CHANGE ORDER NO. 1 BETWEEN THE CITY OF SALEM, MISSOURI AND ENERGY SOLUTIONS PROFESSEIONALS, LLC FOR A REDUCTION OF EMC #6.

ORDINANCE NO. 3523-AN ORDINANCE AMENDING CHAPTER 135, ARTICLE I. PURCHASING AGENT OF THE CODE OF ORDINANCES OF THE CITY OF SALEM, MISSOURI, PERTAINING TO THE DUTIES AND PROCEDURES FOR CITY PURCHASING OF GOODS AND SERVICES.

ITEM VII REPORTS OF CITY OFFICIALS, BOARDS AND COMMITTEES

Sally Burbridge, Temporary City Administrator

Greg Parker, Mayor

Mark Nash, Public Works

Melissa Dubois, Parks & Recreation Director

Aldermen Reports

ITEM VIII CLOSED SESSION

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

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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.

ITEM IX ADJOURNMENT

CALL TO ORDER

MEETING DATE: 10/11/2022

AGENDA ITEM: ITEM 1

AGENDA TITLE: CALL TO ORDER

ACTION REQUESTED BY:

ACTION REQUESTED:

SUMMARY BY:

ROLL CALL

MEETING DATE:	10/11/2022
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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:	10/11/2022
AGENDA ITEM:	ITEM III
AGENDA TITLE:	HEARING OF PERSONS

ACTION REQUESTED BY:	STEVE EVRARD-706 N. MAIN
ACTION REQUESTED:	REQUEST TO BE HEARD BY ALDERMEN
SUMMARY BY:	Tammy Koller

PROJECT DESCRIPTION / FACTS

Water & Water Meter Discussion

PROCUREMENT

N/A

FISCAL IMPACTS

N/A

SUPPORT DOCUMENTS:	Request to be heard form.
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DEPARTMENT'S RECOMMENDED MOTION:	N/A
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CITY OF SALEM

REQUEST TO BE HEARD AT A CITY COUNCIL MEETING

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

Request filed by:

Name: STEVE EVRARD

Address: 706 N. MAIN ST.

Phone: 314 799 2626

Date of Council meeting that you request to be heard: 10-11-2022

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

Mayor ☒ City Administrator City Clerk Superintendent

Other (specify): _____

What is your request: - WATER & WATER METER DISCUSSION

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

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

Staff Summary Report

MEETING DATE:	10/11/2022
AGENDA ITEM:	ITEM III
AGENDA TITLE:	HEARING OF PERSONS

ACTION REQUESTED BY:	LISA FRENCH-706 N. MAIN
ACTION REQUESTED:	REQUEST TO BE HEARD BY ALDERMEN
SUMMARY BY:	Tammy Koller

PROJECT DESCRIPTION / FACTS

Address how submitted questions are to be addressed when given to committee chairs.

How/where the minutes can be accessed by the general public.

PROCUREMENT

N/A

FISCAL IMPACTS

N/A

SUPPORT DOCUMENTS:	Request to be heard form.
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DEPARTMENT'S RECOMMENDED MOTION:	N/A
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CITY OF SALEM

REQUEST TO BE HEARD AT A CITY COUNCIL MEETING

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

Request filed by:

Name: Lisa French

Address: 706 N. Main

Phone: (314) 566-4850

Date of Council meeting that you request to be heard: Tuesday, 10/11/2022

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

Mayor City Administrator City Clerk Superintendent

Other (specify): broached at Utility Commit. mtg. Wed., 9/14/22

What is your request: Address how submitted
questions are to be addressed when
given to committee chairs

- How/where the minutes can be
accessed by the general public

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

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

08-04-2022

Present:

Committee Members- Bob Jenkins, Amanda Duncan, Shawn Bolerjack, Kala Sisco, Ed Labrash, Kevin James, Mark Manjerrz(By Zoom)

City Staff- Stacey Houston, Sally Burbridge, Ray Walden Greg Parker, Tammy Koller, Mark Nash, Todd Kinerk, Joe Chase,

Caleb Brubarker- Salem News

Start 05:31PM

Discussion: Fees

General Business : Raise fees to \$35 Motion Kevin James 2nd Amanda Duncan

Cemetery Fees: Opening Spaces raise to Business days \$400 Weekend(@3pm)& Holidays

Building permit fees- Checking with Jared Brown

Yard Waste- Stopping monthly pick up Motion Kevin James 2nd Bob Jenkins

Charging \$40 fee for yard waste pick up- Motion Bob Jenkins 2nd Kevin James

Use Tax- Tabled until after DNR grant

Stacey did a brief discussion for Budget status

Audit- Auditor will be at the Tuesday meeting

Next meeting October 13th , 2022 at 6pm

Airport hangar increase by \$10 per month Motion Amanda Duncan 2nd Kevin James

Firework Display- Potentially moving locations per cost

DE

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: CITY OF SALEM		Reporting Period: Sep 1, 2022 - Sep 30, 2022	
Mailing Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560					
Physical Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560				County: Dent County	
Telephone Number: (573)7293931		Fax Number:			
Prepared by: KRISTI CRAIG		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>				Alcohol & Drug Related Traffic	Other Traffic
A. Cases (citations/informations) pending at start of month				3	33
B. Cases (citations/informations) filed				0	0
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)				0	0
2. court/bench trial - GUILTY				0	0
3. court/bench trial - NOT GUILTY				0	0
4. plea of GUILTY in court				0	0
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)				0	0
6. dismissed by court				0	0
7. <i>nolle prosequi</i>				0	0
8. certified for jury trial (not heard in Municipal Division)				0	0
9. TOTAL CASE DISPOSITIONS				0	0
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]				3	33
E. Trial de Novo and/or appeal applications filed				0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>				<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period		0		1. # Issued during period	
2. # Served/withdrawn during reporting period		0		<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period		98			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: CITY OF SALEM	Reporting Period: Sep 1, 2022 - Sep 30, 2022
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$0.00	No Data Available	
Clerk Fee - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Bond Refunds	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements	\$0.00
Total Excess Revenue	\$0.00		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$0.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$0.00		

EL6

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>	Municipality: CITY OF SALEM	Reporting Period: Sep 1, 2022 - Sep 30, 2022
Mailing Address: 112 E 5TH STREET, SALEM, MO 65560		
Physical Address: 112 E 5TH STREET, SALEM, MO 65560		County: Dent County
Telephone Number:		Fax Number:
Prepared by: KRISTI CRAIG		E-mail Address:
Municipal Judge:		

<u>II. MONTHLY CASELOAD INFORMATION</u>	Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month	0	35	34
B. Cases (citations/informations) filed	0	29	8
C. Cases (citations/informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court/bench trial - GUILTY	0	0	0
3. court/bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	11	17
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)	0	2	0
6. dismissed by court	0	0	0
7. <i>nolle prosequi</i>	0	5	2
8. certified for jury trial (not heard in Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	0	18	19
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]	0	46	23
E. Trial de Novo and/or appeal applications filed	0	0	0

<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>	
1. # Issued during reporting period	13	1. # Issued during period	0
2. # Served/withdrawn during reporting period	3	<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period	50		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$571.00	No Data Available	
Clerk Fee - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$1,941.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Bond Refunds	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements	\$1,941.50
Total Excess Revenue	\$571.00		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$1,298.50		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$36.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$36.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$1,370.50		

Parks and Recreation Minutes

September 28th, 2022 @5:30p.m.

- I. 5:31p.m. – Call to order by Carlos Lopez
- II. Roll Call:
 - Stacey Jones- Board Member
 - Crystal Pilkington-Board Member
 - Tiffin Felkerson- Board Member
 - Caleb Shepherd- Board Member
 - Carlos Lopez- Board Member
 - Kyle Williams – Alderman
 - Melissa DuBois -Parks and Recreation Director
- III. Approval of Minutes from July 27th, 2022, meeting motioned by Caleb Shepherd, 2nd by Tiffin Felkerson, all in favor.
- IV. Approval of Minutes from September 7th, 2022, meeting motioned by Crystal Pilkington, 2nd by Carlos Lopez, all in favor.
- V. Reports: Melissa stated that the Disc Golf course is now completed with 4 positive reviews. Looking to schedule a Ribbon Cutting soon. Acknowledge Amanda Duncan seat is vacant. Carlos Lopez made a motion to fill the vacant board position with Kristy Bermudez, 2nd Caleb Shepherd, all in favor to make a recommendation to the Mayor. Kyle Williams offered to pay for concrete to repair one of the features at the skate park. He provided the Parks and Recreation Director a mock drawing to help frame the feature.
- VI. 5:49p.m.-Adjournment motioned by Crystal Pilkington, 2nd by Carlos Lopez, all in favor.

Monthly Report

September 30, 2022

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

ECONOMIC PROSPECTS

New

1. Cauliflower (state lead) – must be in an Opportunity Zone – Did Not Respond (DNR)
2. Huron 2 (state lead) – 600K-800K SF existing building with 30 ft clear span ceilings – DNR
3. Charlotte (state lead) – 100K-150K SF building, 24 ft clear span ceilings – DNR
4. Costanza (state lead) – 100 acres, 5 MW electricity – DNR
5. Sirius (state lead) – 200 min – 300 acres preferred, 80 MW peak demand electric
6. Scoping – Looking for area's largest needs – discussed restaurants, rental housing, storage units, manufacturing/processing job creators, etc.
7. Sliced Bread – potential expansion

Ongoing – see definitions at the bottom of the page

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

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

Total 2022 City & County Licenses to Date – 482 (366 City & 238 County) 2021 City Only Total – 346

NEW Licenses in September: 12

County Road Coffee – Hitched, 4238 Hwy C, Salem	Crossroads Corner, 113 W 4 th St., Salem
Current River Kitchen, LLC, 1501 S Main St., Salem	EVA D's Butterfly Boutique, 201 A, E Roosevelt St., Salem
J. Schafer Renovation & Design, 224 CR 2640, Salem	Mid Missouri Renovations, 304 E 10 th St., Salem
Miller Door Company, Rolla, MO	Spec Athletic, Inc, League City, TX
Topshef Mechanical, LLC, 485 CR 3130, Salem	Mark Bottomley, Vacation Rental, Salem, MO
Inman Custom Remodeling, 9393 W Hwy 32, Salem	TNT Handyman and Homesteading, 2895 CR 4060, Salem

MARKETING ACTIVITIES –

- LocationOne listings of available properties: 25 Buildings and 20 Sites
 - 400 E 4th St. back on the market
https://www.salemmo.com/city/government/departments/economic_development/buildings_and_land.php
- Website –
 - Updating Business & Merchants Licenses as they come in.
- City of Salem MO Facebook page – Monthly Stats: September (last 28 days)

Measure	Number	NOTE – Facebook continues to change how they are presenting the stats for pages. The stats to the left are the most relevant and are easily obtainable.
Page Followers:	2,517	
Total Post Reach in past 28 days:	11,414	
Total Post Engagement (Reactions, Comments & Shares):	1,355	

BROADBAND (Priority #2) –No new updates



HOUSING (Priority #6) –

FHLB-Affordable Housing Grant – Welcome Home:

- 17 of 25 homes in process
 - Round 1 – Contracts approved for 2 homes, remaining 2 to be on Oct 11 Alderman Agenda for approval
 - Round 2 – Completed pre-inspection to determine scope of work, RFP going out soon
 - Round 3– paperwork signed
 - Round 4 –ready to sign paperwork
 - Round 5 – Have Veteran, need Low-income, Very Low-income and Special Needs
 - Round 6 – Need Veteran, 2 Low-income, Very Low-income and Special Needs

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

General Housing Meeting: next meeting October 5

Voluntary Residential Demolition Program (Priority #12): Contract Approved, waiting for owners to sign paperwork and pay their 50%

Salem Housing Authority flipping program: No new updates

MAKERSPACE/CONSTRUCTION TRADES BUILDING – Local YOP match met

MASTERS INDUSTRIAL PARK

- Certified Site Application (Priority #13) – Submitted final response to questions 9/9/22
- Site Clearing – Seeding complete
- Industrial Park Sign replacement – stakes are on-site, waiting for report from County Surveyor
- Submitted corrections to street names via Google in July – no response

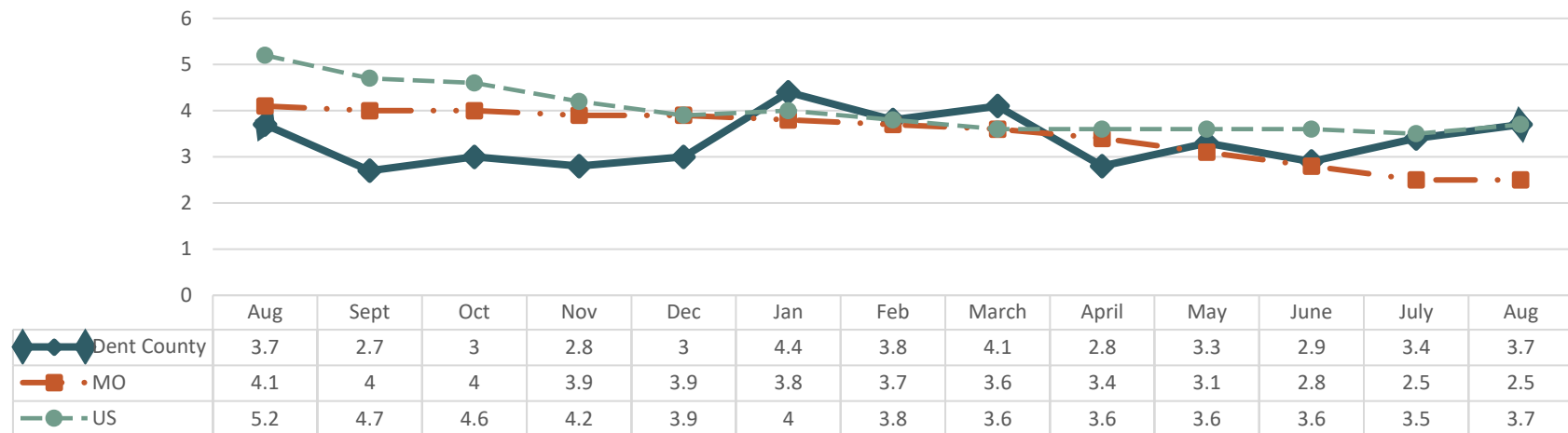
GENERAL MEETINGS & TRAININGS SEPTEMBER:

- Industrial Development Authority Board Meeting
- Construction Trades Advisory Board Meeting
- Active Transportation Stakeholder Meeting
- MO Municipal League Conference

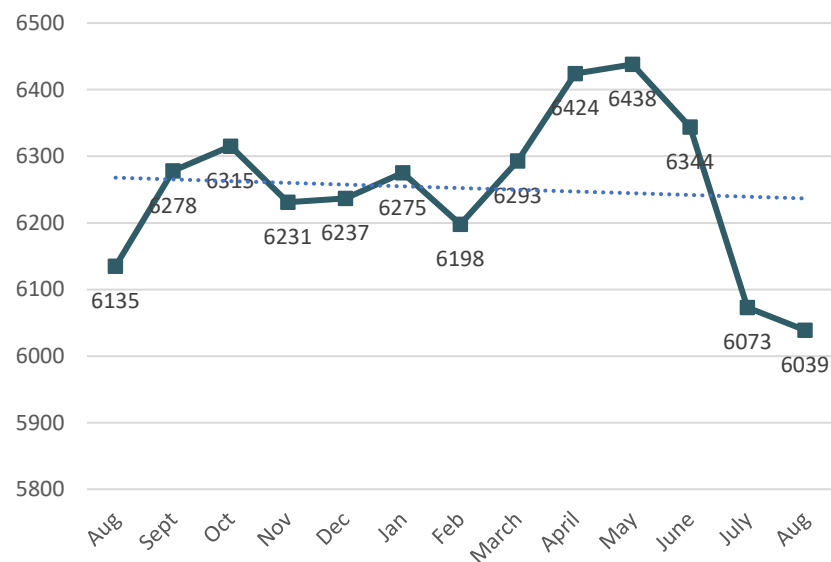
ATTACHED:

1. August Unemployment Data

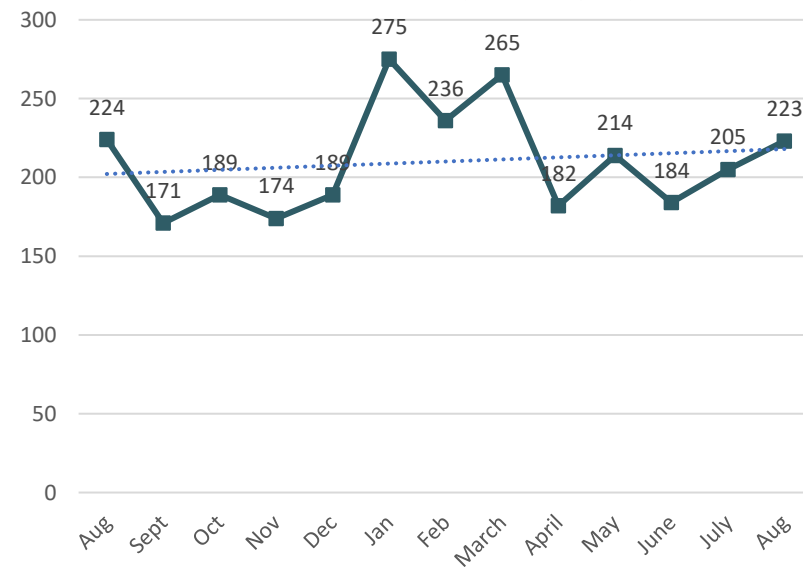
2021-22 Unemployment Rate by Month (13 months)
Dent County / State of Missouri / US



2021-22 Dent County Civilian Labor Force



2021-22 Dent County Unemployed



REGULAR MEETING
BOARD OF ALDERMEN
CITY OF SALEM, MISSOURI
SEPTEMBER 15, 2022
6:00 P.M.
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON

ITEM I: CALL TO ORDER

The Board of Aldermen of the City of Salem, Missouri met for their Regular Meeting Monday, September 15th, 2022, at 6:00 P.M. in the City Hall Council Chambers, 202 N. Washington,. Mayor Greg Parker presided and called the meeting to order at 6:00 P.M. and led those present in the Pledge of Allegiance and evening prayer.

ITEM II: ROLL CALL

Mayor Parker Called the Roll. Those present:

<u>ALDERMEN</u>	<u>OTHER CITY OFFICIALS</u>
Shawn Bolerjack	Mayor Greg Parker
Tod Kinerk	Economic Development Director/ Temporary City Administrator Sally Burbridge
Kala Sisco	Administrative Assistant/ City Treasurer Erica Sheppard
Kyle Williams	City Attorney James K. Weber
	Chief of Police /Sergeant-at-Arms Joe Chase
	Public Works Director Mark Nash
	Water/Sewer Supervisor Donnie Moore
	Finance Director Stacey Houston

Absent: City Clerk Tammy Koller, excused

Others present: KSMO; The Salem News; Mary Ann Curley; David Weiss; Amanda Duncan; Robert Gravlen; Beverly Jacobs; Lindi Harris; Mark Bottomley; Skip Dahms; Stan Podorski; Darlene Dahms

Tod Kinerk gave his resignation speech. He was thanked for his service to our community and that he will be missed on the board.

ITEM III: APPOINTMENTS

Assistant City Clerk Appointment

Mayor Parker presented Erica Sheppard for approval for appointment as Assistant City Clerk.
Alderman Sisco moved to approve Erica Sheppard as Assistant City Clerk. Seconded by Alderman Bolerjack.

Roll Call Vote:

Ayes: Alderman Sisco, Alderman Bolerjack, Alderman Williams
Nays: None

Mayor Parker administered Oath of Office for Assistant City Clerk Sheppard.

Alderman Appointment

Mayor Parker presented to approve Amanda Duncan to fill the vacant seat for the Westward Alderman the Board of Aldermen.
Alderman Sisco moved to discuss. Seconded by Alderman Williams.
Alderman Sisco discussed recommending someone else to fill the vacant seat for the Westward, recommended Ben Perseful.
Alderman Sisco moved to Table for more discussion and have a special meeting to appoint someone. Seconded by Alderman Williams.

Roll Call Vote:

Ayes: Alderman Sisco, Alderman Bolerjack, Alderman Williams
Nays: None

City Treasurer Stacey Houston

Could not be voted on. Only having three board members and one member of the board has a conflict of interest with Stacey.

REGULAR MEETING
BOARD OF ALDERMEN
CITY OF SALEM, MISSOURI
SEPTEMBER 15, 2022
6:00 P.M.
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON

Park Board Appointment

Mayor Parker presented Stacey Jones for approval for appointment on the Salem Park Board to fill a vacant spot.

Alderman Williams moved to approve the appointment. Seconded by Alderwoman Sisco.

Roll Call Vote:

Ayes: Alderman Williams, Alderwoman Sisco, Alderman Bolerjack

Nays: None

Utility Committee Appointment

Mayor Parker presented David Weiss for approval for appointment on the Utility Committee to fill a vacant spot.

Alderwoman Sisco moved to approve David Weiss on the Utility Committee. Seconded by Alderman Williams.

Roll Call Vote:

Ayes: Alderwoman Sisco, Alderman Williams, Alderman Bolerjack

Nays: None

ITEM IV: OATH OF OFFICE

Mayor Parker administered Oath of Office for Assistant City Clerk Sheppard directly after appointment above.

ITEM V: HEARING OF PERSONS

Skip Dahms spoke to the board to request street closure 12:00 p.m. to 4:30 p.m. to close off the end of 4th Street between MacArthur and North Henderson for the Annual Kids Carnival on October 8th, 2022. Fourth year they have been doing this.

Alderman Williams motioned to approve street closure. Seconded by Alderman Bolerjack.

Roll Call Vote:

Ayes: Alderman Williams, Alderman Bolerjack, Alderwoman Sisco

Nays: None

ITEM VI: CONSENT AGENDA:

Mo. Dept. of Revenue C.A.R.T Tax August 2022- \$19,136.39

Mo. Dept. of Revenue Storm Water/Local Parks Tax Credit and Use for January 2022- June 2022- \$30.73

Mo. Dept. of Revenue Capital Improvements Tax Credit and Use for January 2022- June 2022- \$40.99

Mo. Dept. of Revenue City Tax Credit and Use for January 2022- June 2022- \$8 1.97

Park Board Meeting Minutes- July 27, 2022

Police Department Monthly Report- August 2022

Alderman Bolerjack moved to remove the Park Board Meeting Minutes from the Consent Agenda. Seconded by Alderman Williams.

Roll Call Vote:

Ayes: Alderman Bolerjack, Alderman Williams, Alderwoman Sisco

Nays: None

REGULAR MEETING
BOARD OF ALDERMEN
CITY OF SALEM, MISSOURI
SEPTEMBER 15, 2022
6:00 P.M.
CITY HALL COUNCIL CHAMBERS
202 N. WASHINGTON

Alderman Williams moved to table the Park Board Minutes from the Consent Agenda. Seconded by Bolerjack.

Roll Call Vote:

Ayes: Alderman Bolerjack, Alderman Williams, Alderwoman Sisco
Nays: None

Alderman Bolerjack moved to approve the rest of the Consent Agenda. Seconded by Alderwoman Sisco.

Roll Call Vote:

Ayes: Alderman Bolerjack, Alderwoman Sisco, Alderman Williams
Nays: None

ITEM VII: INTRODUCTION AND READING OF BILLS AND RESOLUTIONS

BILL NO. 3519

Assistant City Clerk Sheppard read the first reading of BILL NO. 3519 in its entirety. Second reading by caption only.

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

Alderman Bolerjack moved to discuss. Seconded by Alderman Williams.

Alderman Bolerjack and Sally Burbridge explained the contract to the public and how much money we save by being a part of this organization giving a summary on the contract.

City Attorney discussed changes that were made into the contract but everything is as should be.

Alderman Bolerjack moved to approve BILL NO. 3519. Seconded by Alderwoman

Roll Call Vote:

Ayes: Alderman Bolerjack, Alderman Williams, Alderwoman Sisco
Nays: None

NOTE: BILL NO. 3519 passed as ORDINANCE NO. 3519

BILL NO. 3520

Assistant City Clerk Sheppard read the first reading of BILL NO. 3520 in its entirety. Second reading by caption only.

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

Alderman Williams moved to discuss BILL NO. 3520. Seconded by Alderwoman Bolerjack.

Alderman Williams had a question as to why \$40.00 and then the board asked if the size/weight or how many they have. Alderman Bolerjack stated Public Works Director Nash stated the expense to the city for fuel, man power and trucks to do these pickups for free. Alderman Bolerjack stated that we do have the free option of the yard waste facility at the Industrial Park as an option to our citizens.

Mayor Parker asked Chief Chase if he could lock and unlock the Industrial Park that way people aren't dumping more than yard waste. It has become like a dump site where things are being dumped that aren't yard waste.

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Alderwoman Sisco stated that this will help the Street Department employees focus more on the other job duties they have and save the city in fuel costs.

Alderman Williams would like for a letter or something to go out when this will take effect and the number to call to request a yard pick up.

Sally Burbridge stated a notice did go out in the most recent utility bill and that they can call the utility office to get a yard waste pick up. You do have to go in person and fill out a work order and pay.

Mayor Parker would like the Industrial Park hours to be open and close the same time as the park.

Alderman Williams moved to approve BILL NO. 3520. Seconded by Alderwoman Sisco

Roll Call Vote:

Ayes: Alderman Williams, Alderman Bolerjack, Alderwoman Sisco

Nays: None

NOTE: BILL NO. 3520 passed as ORDINANCE NO. 3520

BILL NO. 3521

Assistant City Clerk Sheppard read the first reading of BILL NO. 3521 in its entirety. Second reading by caption only.

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

Alderman Williams moved to discuss BILL NO. 3521. Seconded by Alderman Bolerjack.

Alderman Williams discussed the ARPA grant, if and when we get the funding to help upgrade the Wastewater Sewer Plant. Alderman Bolerjack stated he would like Section 1 e. calculated since it hadn't been changed since 2018. And he requested that Section 3 be more defined and have an actual billing date for October billing.

Public Works Director Nash stated we must do the upgrades or pay fines in the future. Monthly and then daily fines.

Mayor Parker stated that we have to abide by the state and federal regulations and we haven't had any increases in our rates. We must follow the regulations and not fall behind in the upgrades. We do not want to get fines.

Alderman Bolerjack stated if we don't raise our rates we will have to tap into our reserve for sewer funds and there isn't a whole lot in there. With the state of the economy, we can't sustain our operations at the sewer with the amount the current rates are at.

Alderman Williams moved to table BILL NO. 3521. Seconded by Alderman Bolerjack

Roll Call Vote:

Ayes: Alderman Williams, Alderman Bolerjack, Alderwoman Sisco

Nays: None

NOTE: BILL NO. 3521 did not pass

RESOLUTION NO. 26-2022

Assistant City Clerk Sheppard read the only reading of RESOLUTION NO. 26-2022 in its entirety.

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

Alderman Bolerjack moved to discuss RESOLUTION NO. 26-2022. Seconded by Alderwoman Sisco.

Alderman Bolerjack asked the board of aldermen would need to approve the bid before they could approve since the RESOLUTION NO. 26-2022 already has one of the bidders in there.

City Attorney stated if the Board of Aldermen haven't approved the bid, they would need to do so to proceed with approving the resolution.

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Alderman Bolerjack moved to table until the next meeting. Seconded by Alderwoman Sisco.

Roll Call Vote:

Ayes: Alderman Bolerjack, Alderwoman Sisco, Alderman Williams

Nays: None

NOTE: RESOLUTION NO. 26-2022 did not pass.

RESOLUTION NO. 27-2022

Assistant City Clerk Sheppard read the only reading of RESOLUTION NO. 27-2022 in its entirety.

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

Alderman Bolerjack moved to discuss RESOLUTION NO. 27-2022. Seconded by Alderwoman Sisco.

Alderman Bolerjack said the board of aldermen would need to approve the bid before they could approve RESOLUTION NO. 27-2022.

Alderman Williams moved to table until the next meeting. Seconded by Alderman Bolerjack.

Roll Call Vote:

Ayes: Alderman Williams, Alderman Bolerjack, Alderwoman Sisco

Nays: None

NOTE: RESOLUTION NO. 27-2022 did not pass.

RESOLUTION NO. 28-2022

Assistant City Clerk Sheppard read the only reading of RESOLUTION NO. 28-2022 in its entirety.

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

Alderman Bolerjack moved to table until the next meeting. Seconded by Alderwoman Sisco.

Roll Call Vote:

Ayes: Alderman Bolerjack, Alderwoman Sisco, Alderman Williams

Nays: None

NOTE: RESOLUTION NO. 28-2022 did not pass.

RESOLUTION NO. 29-2022

Assistant City Clerk Sheppard read the only reading of RESOLUTION NO. 29-2022 in its entirety.

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

Alderwoman Sisco moved to table until the next meeting. Seconded by Alderman Williams.

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Roll Call Vote:

Ayes: Alderwoman Sisco, Alderman Williams, Alderman Bolerjack
Nays: None

NOTE: RESOLUTION NO. 29-2022 did not pass.

RESOLUTION NO. 30-2022

Assistant City Clerk Sheppard read the only reading of RESOLUTION NO. 30-2022 in its entirety.

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

Alderwoman Sisco moved to table until the next meeting. Seconded by Alderman Williams.

Roll Call Vote:

Ayes: Alderwoman Sisco, Alderman Bolerjack, Alderman Williams
Nays: None

NOTE: RESOLUTION NO. 30-2022 did not pass.

ITEM VIII: BIDS

Airport Fuel Tank- Mark Nash presented the bid and stated that the fuel tank needs to be cleaned it has never been cleaned and now we have the opportunity to get a break on the cost of travel. The price we pay for the Airport fuel, we have money in the budget and it needs to be done.

Discussion: Alderwoman Sisco thanked him for his efforts he has made in getting closer to having fuel at the airport for our citizens' planes. Alderman Williams asked if there was a line item in the budget for this. Alderman Bolerjack noted there is enough in the budget.

Alderwoman Sisco moved to approve bid for Airport Fuel Tank. Seconded by Alderman Bolerjack.

Roll Call Vote:

Ayes: Alderwoman Sisco, Alderman Bolerjack, Alderman Williams
Nays: None

Salt Storage Building- Mark Nash presented the bid for materials from Roberts and Judson Lumber Co. and Salem Metals to fix the leaking roof on the building that holds the salt for our streets in the winter time.

Discussion: Alderman Bolerjack asked where it is coming from in the budget. Possible budget adjustments need to be looked over because this is not a budgeted item.

Alderman Bolerjack moved to table Salt Storage Building Roof. Seconded by Alderwoman Sisco.

Roll Call Vote:

Ayes: Alderman Bolerjack, Alderwoman Sisco, Alderman Williams
Nays: None

Repair Clamps- Mark Nash presented that these repair clamps are helped to use during water main breaks. And we have been having quite a few main breaks in the past spring and summer. It is in the fiscal year's budget to purchase these items.

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Discussion: No discussion.

Alderman Williams moved to approve the purchase of Repair Clamps from Core and Main. Seconded by Alderwoman Sisco

Roll Call Vote:

Ayes: Alderman Williams, Alderwoman Sisco, Alderman Bolerjack

Nays: None

ITEM IX: NEW AND MISCELLENEOUS BUSINESS

Live Trap Rental Agreement

Assistant City Clerk Erica spoke for Code Officer Travis Roberts. Wanting to charge a deposit of \$50.00 and have a rental agreement to try and spend less from his budget on replacing the traps that are damaged or don't return at all.

Discussion: Alderman Bolerjack would like to see the deposit amount higher to cover the full cost of the trap to be replaced.

Alderman Bolerjack moved to table the Live Trap Rental Agreement. Seconded by Alderwoman Sisco.

Roll Call Vote:

Ayes: Alderman Bolerjack, Alderwoman Sisco, Alderman Williams

Nays: None

Airport Hanger Fees

Discussion: Temporary City Administrator Sally Burbridge recommended to the Board to table.

Alderwoman Sisco moved to table the Airport Hanger Fees. Seconded by Alderman Williams.

Roll Call Vote:

Ayes: Alderwoman Sisco, Alderman Williams, Alderman Bolerjack

Nays: None

ITEM X: REPORTS OF CITY OFFICALS, BOARDS AND COMMITTEES

Temporary City Administrator Sally Burbridge gave a short report and made a request to the Board of Aldermen to give feedback about the draft for purchase policy updates.

Mayor Greg Parker spoke about the shared frustration with the increasing cost of utilities and if anyone has any ideas on how to lower cost, reach out to him. All ideas are appreciated.

Public Works Director Mark Nash Street department have been getting pot holes filled in. Spoke about electric work, needing new poles and to repair transformers due to storms and wind. Also Missouri Department of Natural Resources Lead and Copper Report came back and the numbers are really good.

Alderwoman Kala Sisco had nothing to report. Thanked waste water treatment facility.

Alderman Shawn Bolerjack thanked Kinerk for his service, experience and input on the board. Water and waste water week thanked Donnie and his crew for the healthy water. MML Conference that he attended expanded his knowledge and heard pressing topics. DNR he spoke about the competitive ARPA Grant we have applied for. Should hear something by November 2022. City Wide Yard Sale is Saturday October 1st and spaces are available to rent \$8.00 a space stop by or call the office.

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Mayor Greg Parker spoke on the City Wide Clean Up, scheduled for October 10th to the 14th on your normal trash day. And that we will be getting a notice out in the utility bills and on the website and Facebook page.

Alderman Kyle Williams spoke about the day and time of utility committee meeting, every second Wednesday at the Salem Community Center/Armory at 6:15 p.m. Spoke about the upcoming additional meeting with Axceleron Demo that is coming up. Discussed the amount of people showing up to the utility committee meetings may have to change the venue if they have numbers of attendance that high again. He was happy about the disc golf course getting completed and thanked Melissa Dubois and David Posten for their work.

Economic Development Report Sally Burbridge updates, location one listings pending or in contract. Former Wal-Mart is now Salem Pointe and marketing's two spaces they have open. Demolition program the first 4 contracts will be on the next scheduled meeting. Industrial Park, lots are looking better, waiting to hear from the county surveyor to get a location to put the signs. Construction Trades Program fund balance is at YOP bank account had \$448,000.00 what we needed to raise was 438,000. Unemployment numbers 3.4% for July, a drop of about 250 people are out of the work force. Annies Grill

ITEM XI: CLOSED SESSION

At 6:51 p.m. Alderman Williams motioned to go into closed session, Seconded by Alderwoman Sisco.

Roll Call Vote:

Ayes: Alderwoman Sisco, Alderman Williams, Alderman Bolerjack
Nays: None

At 7:50 p.m. Alderwoman Sisco motioned to go into Open Session, Seconded by Alderman Williams.

Roll Call Vote:

Ayes: Alderwoman Sisco, Alderman Williams, Alderman Bolerjack
Nays: None

ITEM XII: ADJOURNMENT

With no further business to come before the Board of Aldermen, Alderwoman Sisco moved for Adjournment. Seconded by Alderman Bolerjack. Motion passed 3-0.

Mayor Parker declared the Meeting Adjourned at 7:51 P.M.

Erica Sheppard
Assistant City Clerk

APPROVED:

ATTEST:

Greg Parker
Mayor

Erica Sheppard
Assistant City Clerk

Date Approved by the Board of Aldermen

SPECIAL MEETING
BOARD OF ALDERMEN
CITY OF SALEM, MISSOURI
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ITEM I: CALL TO ORDER

The Board of Aldermen of the City of Salem, Missouri met for a Special Meeting called by Mayor Greg Parker, Tuesday, September 20, 2022, at 6:00 P.M. The meeting was held at the City Hall Council Chambers, 202 N. Washington, in the City of Salem, Missouri. Mayor Parker presided and called the Meeting to Order.

ITEM II: ROLL CALL

Mayor Parker asked City Clerk Koller to call roll.

Those present:

ALDERMEN

Kala Sisco
Kyle Williams
Shawn Bolerjack

OTHER CITY OFFICIALS

Public Works Director Mark Nash
Attorney James Weber (Absent)
Temporary City Administrator
City Clerk Tammy Koller
Public Works Director Mark Nash
Chief of Police Joe Chase

Others present: Caleb Brubaker, Stacey Houston, Amanda Duncan

ITEM III: RESIGNATION OF CITY TREASURER

Mayor Parker read Erica Sheppard’s letter of resignation as City Treasurer.

ITEM IV: APPOINTMENT OF WEST WARD ALDERMAN

Mayor Parker recommended Amanda Duncan to fill the unexpired term of West Ward Alderman Tod Kinerk.

Roll Call Vote

Ayes: Alderman Bolerjack, Williams
Nays: Sisco

City Clerk Koller administered the Oath of Office to West Ward Alderwoman Amanda Duncan.

ITEM V: APPOINTMENT OF CITY TREASURER

Mayor Parker recommended Finance Director Stacey Houston to fill City Treasurer vacancy.

Alderman Williams moved to discuss.
Seconded by Alderwoman Sisco.

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Roll Call Vote

Ayes: Alderman Williams, Sisco, Duncan
Nays: None
Abstain: Bolerjack

City Clerk Koller administered the Oath of Office to Finance Director/Treasurer Stacey Houston.

ITEM VII: DEMOLITION PROGRAM BID APPROVAL

Request for bids were advertised in The Salem News and available on the city website. Bids were due to the City Clerk September 9, 2022, by 5pm. Bids were opened September 9, 2022, at 10 am. Three bids were received: Godi's Excavation, LLC for \$25,110.00, Tubbs and Son Construction for \$51,350.00 and Cahill's Construction Inc for \$20,000.

Alderman Bolerjack moved to approve the bid from Cahill's Construction for \$20,000.
Seconded by Alderwoman Sisco.

Roll Call Vote

Ayes: Alderman Bolerjack, Sisco, Williams, Duncan
Nays: None

ITEM VIII: READING OF BILLS AND RESOLUTIONS

Resolution No. 26-2022-A resolution authorizing the mayor to execute an agreement between the City of Salem, Missouri and Cahill's Construction, INC. a Missouri Corporation.

City Clerk Koller read Resolution No. 26-2022 in its entirety.

Alderman Bolerjack moved to approve Resolution No. 26-2022.
Seconded by Alderwoman Sisco.

Roll Call Vote

Ayes: Alderman Bolerjack, Sisco, Williams, Duncan
Nays: None

Resolution No. 26-2022 passed.

Resolution No. 27-2022- A Resolution authorizing the mayor to enter into an agreement between the City of Salem, Missouri, and Shirley Nash.

City Clerk Koller read Resolution No. 27-2022 in its entirety.

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Alderman Williams moved to approve Resolution No. 27-2022.
Seconded by Alderman Bolerjack.

Roll Call Vote

Ayes: Alderman Williams, Bolerjack, Sisco, Duncan
Nays: None

Resolution No. 27-2022 passed.

Resolution No.28-2022-A Resolution authorizing the mayor to enter into an agreement between the City of Salem, Missouri and Four Rivers Community Health Center.

Alderman Bolerjack moved to approve Resolution No. 28-2022
Seconded by Alderman Williams.

Roll Call Vote

Ayes: Alderman Bolerjack, Williams, Sisco, Duncan
Nays: None

Resolution No. 28-2022 passed.

Resolution No. 29-2022-A resolution authorizing the mayor to enter into an agreement between the City of Salem, Missouri, and Sherman Odom.

Alderwoman Sisco moved to approve Resolution No. 29-2022.
Seconded by Alderman Williams.

Roll Call Vote

Ayes: Alderman Sisco, Williams, Bolerjack, Duncan
Nays: None

Resolution No. 29-2022 passed.

Resolution No. 30-2022-A Resolution authorizing the mayor to enter into an agreement between the City of Sale, Missouri, and Salem Housing Authority.

Alderwoman Sisco moved to approve Resolution No. 30-2022.
Seconded by Alderwoman Duncan.

Roll Call Vote

Ayes: Alderman Sisco, Duncan, Williams, Bolerjack
Nays: None

Resolution No. 30-2022 passed.

ITEM IX: LIVE TRAP RENTAL AGREEMENT

SPECIAL MEETING
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Code Officer Roberts requests the Board approve a Live Trap Rental Agreement with a \$100.00 deposit. He believes this will significantly reduce the number of traps that are not returned or returned damaged.

Alderman Bolerjack moved to approve the Live Trap Rental Agreement.
Seconded by Alderman Williams.

Roll Call Vote:

Ayes: Aldermen Bolerjack, Williams, Sisco, Duncan
Nays: None

ITEM X: ADJOURNMENT

6:26 P.M., With no further business to come before the Board of Aldermen,
Alderman Bolerjack moved for Adjournment. Seconded by Alderwoman Sisco. All
Aldermen present voted in favor. 4-0

Tammy Koller
City Clerk

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

Date Approved by the Board of Aldermen

Staff Summary Report

MEETING DATE:	Oct 11/2022
AGENDA ITEM:	ITEM V
AGENDA TITLE:	WELCOME HOME BID APPROVAL

ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Approve successful bid
SUMMARY BY:	Missy Canaday

PROJECT DESCRIPTION / FACTS

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

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

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

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

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

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

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

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

PROCUREMENT

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

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

Sealed Bids were due August 26 and opened at 10 am at the MRPC office in St. James.

Homeowner rejected the one bid received.

Request for bid was put back out to contractors who expressed interest. Alternate bid received and met homeowners approval. This is the Veteran home for Round #1.

FISCAL IMPACTS

See Additional Agenda Items for Contracts and Fiscal Impacts

SUPPORT DOCUMENTS:

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

503 E Rolla Rd Bids:

Welch Construction - \$22,000.00

Smith Construction & Contracting LLC - \$22,550.00

DEPARTMENT'S RECOMMENDED MOTION Move to Approve the bid from Welch Construction for the 503 E Rolla Rd. Rehabilitation work and reject the bid from Smith Construction & Contracting.

Don & Barb Evans

FEDERAL HOME LOAN BANK AHP PROGRAM

Salem, MO

REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

Address: 503 E. Rolla Rd, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

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

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

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
Roof: Remove existing shingles and dispose of (Landfill receipts must be given to the inspector). Replace any rot damaged sheathing. Install 15 lb felt paper. Install metal roof edge. Install Architectural asphalt 25 year or better shingle. Install all to manufactures spec. Shingles will be nailed not stapled. Flues: Tuck point both flues. If flues cannot be mad safe by tuck pointing, remove below roof line.					10,000
Siding: Remove existing damaged siding on left side, rear and right side of unit and dormers, areas will be identified for measurements at walk through. Replace any rot damaged material where siding was removed. Install wood siding to match what was removed. Paint 2 coats of high quillity paint. Owner has color and paint information.					7,000
Front Upper Porch: Remove rot damaged ceiling. Replace any rot damaged ceiling joist. Install wood ceiling with the same type of material as was removed. Remove existing hand rail and post. Install new hand rail complete with spindles. Install new spindle type post. All material will be treated. Replace all damaged soffit and fasica on porch. Remove bottom porch hand rail. Install new to match sam estyle as upper that was installed. Ceiling rails will be replaced also. Paint both porch ceilings and soffit and fasica on porch.					5,000
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.					
NOTE: 2012 IRC (R311.7.8) Stairs with four or more risers; any porches, landings or walkways that are 30" or more above finished grade within 36" horizontally from the open edge of the walking surface, would require guards that meet the criteria outlined in 2012 IRG (R312).					

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

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

Total Bid Price In Words: Twenty Two Thousand - \$22,000.00

Contractor Name: Jay Welch
Company Name: WELCH CONSTRUCTION
Mailing Address: 2041 Hwy DD
Phone Number: 573-247-3952
Fax Number:
Email Address: JAY@OSWELCH.COM
Delivery Date: 9-23-22

Total Bid Amount: 22,000.00

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

FEDERAL HOME LOAN BANK AHP PROGRAM
Salem, MO
REHABILITATION PROJECT

Address: 503 E. Rolla Rd, Salem, MO
INSPECTED BY: Cantrell
ALLOTTED DAYS: 30
Code: 2616

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

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

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

Contractor will be responsible for all measurements and debris removal	Cost			Total Cost
Roof: Remove existing shingles and dispose of (Landfill receipts must be given to the inspector). Replace any rot damaged sheathing. Install 15 lb felt paper. Install metal roof edge. Install Architectural asphalt 25 year or better shingle. Install all to manufactures spec. Shingles will be nailed not stapled. Flues: Tuck point both flues. If flues cannot be mad safe by tuck pointing, remove below roof line.				
Siding: Remove existing damaged siding on left side, rear and right side of unit and dormers, areas will be identified for measurements at walk through. Replace any rot damaged material where siding was removed. Install wood siding to match what was removed. Paint 2 coats of high quillty paint. Owner has color and paint information.	22,550			22,550
Front Upper Porch: Remove rot damaged ceiling. Replace any rot damaged ceiling joist. Install wood ceiling with the same type of material as was removed. Remove existing hand rail and post. Install new hand rail complete with spindles. Install new spindle type post. All material will be treated. Replace all damaged soffit and fascia on porch. Remove bottom porch hand rail. Install new to match sam estyle as upper that was installed. Ceiling rails will be replaced also. Paint both porch ceilings and soffit and fascia on porch.				
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NOTE: 2012 IRC (R311.7.8) Stairs with four or more risers; any porches, landings or walkways that are 30" or more above finished grade within 36" horizontally from the open edge of the walking surface, would require guards that meet the criteria outlined in 2012 IRG (R312).				

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

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

Total Bid Price In Words:

D. d Not Bid
Everything

Contractor Name: James Penick

Company Name: Franklin County, Inc. Hwy 216

Total Bid Amount: 2.25

Mailing Address: 3001 Hwy 216, Portage, Mo 64672

Phone Number: 573 886 0441

Fax Number:

E-mail Address:

Delivery Date:

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

Staff Summary Report

MEETING DATE:	Oct 11/2022
AGENDA ITEM:	ITEM V
AGENDA TITLE:	WELCOME HOME BID REJECTION

ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Reject bids
SUMMARY BY:	Missy Canaday

PROJECT DESCRIPTION / FACTS

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

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

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

This Staff Summary and supporting documentation is for 1 of the homes in Round #1. The homeowner has rejected both bids due to being over the maximum of \$23,000. This situation would require additional funds to be paid by the homeowner.

PROCUREMENT

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

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

Sealed Bids were due August 26 and opened at 10 am at the MRPC office in St. James.

FISCAL IMPACTS

Project will be re-bid with Round #2. This delay in rehabilitation work will delay the City's ability to request reimbursement for Round #1. Requests for reimbursement must maintain the percentage ratio for the 4 targets (Veteran, Very low-income, Low-income and Special Needs) The anticipated reimbursement amount for each Round should be roughly \$70-80K. With the final round being potentially as high as \$100K.

SUPPORT DOCUMENTS:

Bids are listed below:

4 Parkview Place Bids:

Smith Construction & Contracting LLC - \$24,680

Titan Outdoor Construction – \$95,400

DEPARTMENT'S RECOMMENDED MOTION Move to Reject the bids from Smith Construction & Contracting LLC and Titan Outdoor Construction for 4 Parkview Place, Salem, MO, rehabilitation work and rebid the project.

FEDERAL HOME LOAN BANK AHP PROGRAM

Salem, MO

REHABILITATION PROJECT

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

Address: #4 Parkview Place, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

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

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

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
Frt. Walk: Remove from porch to driveway.	\$85,400				\$85,400
Drain Tile: From driveway at garage to where the foundation from the garage connects to the house basement wall in the rear, dig down to the footing. Clean dirt and debris from basement wall. At rear basement entry remove floor and drain. Install new 3" drain complete with trap and removable gridded drain cover. Drain will be set and concrete poured and finished so water will run to drain with no pooling. Install 3" pvc schedule 40 pipe from drain to day light toward yard shed. Drain will be sloped so water will drain out of line. Fill all wall ties with tar. Install 2 coats of foundation coating on basement walls (following manufactures spec for thickness) up to approximately 8" above finish ground. Install drain tile on top of footing completely around basement. Drain tile will run to day light toward yard shed and sloped to drain. Install approximately 12" of 3/4" cleaned white rock over drain tile. Back fill with dirt. Dirt will be sloped away from basement to allow water not to stand along wall. Grade smooth for mowing, seed and straw. Install down spout extensions on each down spout to move water away from foundation.					
Sidewalk replacement: Where front walk was removed replace following the following spec. Form with 8" thicken edge along the outside. Same size as walk that was removed. Rebar: Float 2, 1/2" rebar around the outside in the thicken edge. Drill 5/8" holes (3) 6" deep into existing driveway and porch. Install 3, 1/2" rebar 10" in length to tie walks together. Wire Mesh: Install wire mesh (6" x 6", #10/10 W.W.F.) from thicken edge to thicken edge, mesh will be pulled up into concrete during the pour. Tie mesh to rebar from wall. Base: Install a 2"-4" minimum base of crushed limestone to provide a uniform base. Installation & Finish: Install a 1/2" expansion material between the new concrete and the existing. Form for running slope of 1:20 max and cross slope to be 1:50 max. Pour with a 6 bag mix at 4" thick. Install control joints (grooved) at intervals equal to the width of the sidewalk. Float, edge and straight broom finish. Grade seed and straw. If weather is 90 degrees or above on the day of the pour, spray sidewalks that are in direct sunlight down with a curing agent to ensure 3,500 psi.	\$10,000				\$10,000

NO Windows Bid

Windows: Remove existing windows and dispose of. Install vinyl Low-E double hung replacement tilt in windows to manufactures spec. Wrap all exterior wood work with metal and caulk. Confirm emergency egress and rescue opening requirements are met at bedroom window (24" min high X 20" min wide and 5.0 SF (at grade)/5.7 SF (not at grade) opening per IBC Sect 1029).	N/A				N/A
NOTE: Dig Rite and all Utility locate is the contractors					
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be illuminated at dark.					

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

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

Total Bid Price In Words: Ninety Five Thousand Four Hundred Dollars

Contractor Name: DON MUTZ

Company Name: TITAN OUTDOOR CONSTRUCTION

Total Bid Amount: \$95,400.00

Mailing Address: 1515 Hwy F Salem MO 65560

Phone Number: 573-453-6379

Fax Number:

Email Address: Don@TitanOutdoorConstruction.com

Delivery Date : 8/25/22

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

AUG 23 2022

RECEIVED

L HOME LOAN BANK AHP PROGRAM
 MO

ILITATION PROJECT

This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

Address: #4 Parkview Place, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

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

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

Contractor will be responsible for all measurements and debris removal	Cost			Total Cost
t. Walk: Remove from porch to driveway.				
Drain Tile: From driveway at garage to where the foundation from the garage connects to the house basement wall in the rear, dig down to the footing. Clean dirt and debris from basement wall. At rear basement entry remove floor and drain. Install new 3" drain complete with trap and removable grilled drain cover. Drain will be set and concrete poured and finished so water will run to drain with no pooling. Install 3" pvc schedule 40 pipe from drain to day light toward yard shed. Drain will be sloped so water will drain out of line. Fill all wall ties with tar. Install 2 coats of foundation coating on basement walls (following manufactures for thickness) up to approximately 8" above finish ground. Install drain tile on top of footing completely around basement. Drain tile will run to day light toward yard shed and sloped to day light. Install approximately 12" of 3/4" cleaned white rock over drain tile. Back fill with dirt. Dirt will be sloped away from basement to allow water not to stand along wall. Grade smooth for mowing, seed and straw. Install down spout extensions on each down spout to move water away from foundation.	21,555			21,555
Sidewalk replacement: Where front walk was removed replace following the following spec. Form with 8" thicken edge along the outside. Same size as walk that was removed. Rebar: Float 2, 1/2" rebar around the outside in the thicken edge. Drill 5/8" holes (3) 6" deep into existing driveway and porch. Install 3, 1/2" rebar 10" in length to tie walks together. Wire Mesh: Install wire mesh (6" x 6", #10/10 W.W.F.) from thicken edge to thicken edge, mesh will be pulled up into concrete during the pour. Tie mesh to rebar from wall. Base: Install a 2"-4" minimum base of crushed limestone to provide a uniform base. Installation & Finish: Install a 1/2" expansion material between the new concrete and the existing. Form for running slope of 1:20 max and cross slope to be 1:50 max. Pour with a 6 bag mix at 4" thick. Install control joints (grooved) at intervals equal to the width of the sidewalk. Float, edge and straight broom finish. Grade seed and straw. If weather is 90 degrees or above on the day of the pour, spray sidewalks that are in direct sunlight down with a curing agent to ensure 3,500 psi.	3,125			43,125

No Window
 Bid

Windows: Remove existing windows and dispose of; install vinyl Low-E double hung replacement tilt in windows to manufactures spec. Wrap all exterior wood work with metal and caulk. Confirm emergency egress and rescue opening requirements are met at bedroom window (24" min high X 20" min wide and 5.0 SF (at grade)/5.7 SF (not at grade) opening per IBC Sect 1029).

NOTE: Dig Rite and all Utility locate is the contractors

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

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

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

Total Bid Price In Words:

Contractor Name: James Smith

Company Name: Smith Construction & Contracting LLC

Total Bid Amount: 24,680

Mailing Address: 3980 Hwy 67, Piquette MI 49853

Phone Number: 587-576-0841

Fax Number:

Email Address:

Delivery Date:

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

Staff Summary Report

MEETING DATE:	October 11,2022
AGENDA ITEM:	ITEM V
AGENDA TITLE:	CERTIFIED SITE FINAL PAYMENT

ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Approval of Final Payment for Site Clearing
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The site clearing and clean-up are required activities for the MO Department of Economic Development, Certified Site Application for Tract C in Masters Industrial Park.

The contract with Godi Excavation for Site Clearing was originally approved on January 25, 2022. Included in that contract was a reduction in payout of \$500.00 per day if the deadline to have trees down was not met. The deadline is a standard timeline dictated by the US Fish and Wildlife Service to eliminate the destroying of habitat for the Indiana and Northern Long-eared Bats who may reside and mate in trees larger than 3 inches in diameter between April 1 and October 30 of each year. This deadline was March 31, 2022, with stump removal, site cleanup and seeding to occur by April 30, 2022.

The first deadline for the trees to be down – was met.

A time-line extension to finish the stump removal, site cleanup and seeding was granted in April of 2022 for work to be completed by June 30, 2022 due to extremely wet spring conditions.

In June and timeline extension was granted again extending to October 15, 2022, this time due to dry conditions and concerns of seed burning up and not sprouting.

The 1st request for payment was submitted and approved by the Board of Aldermen in June.

This leaves a total of due of \$30,304.25.

All site work has been completed.

Original contract amount = \$70,475 – 5% (\$2,114.25) retainage for completed work = \$40,170.75 (1st payment)

Current request for final payment = \$70,475.00 - \$40,170.75 = \$30,304.25

Conversation with Jeff Meadows of Archer Elgin indicated that the payment request does not require an Engineer's signature.

PROCUREMENT

Original bid advertisement occurred in November of 2021, with contract approval January 25, 2022.

FISCAL IMPACTS

Contract is to be paid from line 301-510-71090 Industrial Park Site Work with a budgeted amount of \$40,000.00.

SUPPORT DOCUMENTS:	Request to Pay #2 from Godi Excavation, LLC
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DEPARTMENT'S RECOMMENDED MOTION: Move to Approve payment to Godi Excavation LLC, in the amount of \$30,304.25 as final payment for the Site Clearing Contract awarded January 25, 2022.

Godi's Excavating LLC

PO Box 603
Salem, MO 65560
573-739-4634
www.godillc.com



INVOICE

Date

10/5/2022

Bill To

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

Invoice #

0368

Date	Description	Amount
	For Salem Lot Clearing - Clearing & Erosion Control Plan	
	Clearing & Erosion Control Plan, per project plans and specifications	70,475.00
7/7/2022	Completed clearing - payment received	-40,170.75
10/3/2022	Contract completed per project plans and specifications	
Total		\$30,304.25

Invoice due upon receipt.

BASE BID – Salem Lot Clearing – Clearing & Erosion Control Plan

SCHEDULE OF PRICES

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
1.	Clearing & Erosion Control Plan, Per the Project Plans and Specifications Section 1270.1.02.A.	1	LS	<u>70,475⁰⁰</u>	<u>70,475⁰⁰</u>

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

<u>Seventy thousand, four hundred and seventy five dollars</u> <u>and zero cents</u>	Dollars & no/cents	<u>\$ 70,475⁰⁰</u>
(Words)		(Figures)

00621 APPLICATION FOR PAYMENT NO. 2

To: The City of Salem
 From: Goels Excavating, LLC
 Contract: _____
 Project: Salem Lot Clearing – Clearing & Erosion Control Plan
 OWNER's Contract No. _____ ENGINEER's Project No. 19072111
 For Work accomplished through the date of: _____

1.	Original Contract Price:	<u>70475 -</u>	\$	_____
2.	Net Change Orders and Written Amendments (+ or -):		\$	<u>0</u>
3.	Current Contract Price (1 plus 2):		\$	<u>70475.00</u>
4.	Total completed and stored to date:		\$	_____
5.	Retainage (per Agreement):		\$	_____
	5.0% of completed Work:		\$	_____
	5.0% of stored material:		\$	_____
6.	Total completed and stored to date less retainage (4 minus 5)		\$	_____
7.	Less previous Application for payments:		\$	<u>40170.75</u>
8.	DUE THIS APPLICATION (6 MINUS 7):		\$	<u>30,304.25</u>

Accompanying Documentation: _____

CONTRACTOR'S Certification:

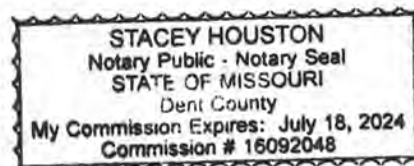
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated: 10-05-22

Goels Excavating, LLC
 By: Michael E. Goels
 CONTRACTOR

State of: MissouriCounty of: DentSubscribed and sworn to before me this 5day of October, 2022

Notary Public

My Commission expires: 7-18-2024

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated: 10-5-2022

By: Stacey Houston
 ENGINEER

Staff Summary Report

MEETING DATE:	OCTOBER 11, 2022
AGENDA ITEM:	ITEM V
AGENDA TITLE:	LWCF Soccer Complex Grant Funding

ACTION REQUESTED BY:	The Parks and Recreation Board
ACTION REQUESTED:	Vote to NOT move forward with the LWCF Soccer Grant
SUMMARY BY:	Melissa DuBois

PROJECT DESCRIPTION / FACTS

The Parks and Recreation board purchased the Old Fair grounds in hopes of turning into a soccer complex. We had an LWCF grant application submitted for an older location but were able to pull the application and resubmit the new location. After COVID delays and funding put on hold the City of Salem Parks and Recreation were awarded the 50/50 match funded grant to build a Soccer Complex. This process has been over three years; in the meantime, the estimated cost for the project has increased, the board has changed, and the City's financial status has changed. The Parks and Recreation Board has met several times to discuss the future of the LWCF project and has voted to NOT move forward with the LWCF grant funding for the City of Salem Soccer Complex at this time.

PROCUREMENT

Yes, we issued a request for Qualifications and received four submissions, in which the Parks and Recreation Board reviewed, zoom interviewed then voted to move forward and voted based on a written scale.

FISCAL IMPACTS

\$50,000 was budgeted for this fiscal year out of Capital Improvements

SUPPORT DOCUMENTS: The Parks and Recreation Board voted NOT moving forward with LWCF grant funded project: 5 ayes and zero nays

DEPARTMENT'S RECOMMENDED MOTION: Move to NOT move forward with LWCF grant funded project for The City of Salem Soccer Complex.



October 1, 2021

Ms. Melissa DuBois
City of Salem
400 N. Iron Street
Salem, MO 65560

Re: LWCF Project 29-01722, Salem Soccer Field Complex Development

Dear Ms. Dubois:

On behalf of the Missouri Department of Natural Resources (Department), Division of State Parks, I am pleased to announce that the City of Salem has been selected as a 2020 grant recipient for the Land and Water Conservation (LWCF) grant program. We received thirty-six applications with the total amount of funding requested exceeding \$5.3 million. Of those, twenty projects were approved by the National Park Service for grant assistance. Congratulations on your selection!

Enclosed is an original project agreement between the City of Salem and the Department for completion of the Salem Soccer Field Complex Development. The fully signed agreement is the execution of your award. **This is your notice to proceed with construction activities and submitting your bid packet for review.** You are encouraged to share the terms and conditions of this agreement with the city council and other officials to assure they understand the perpetuity clause and other obligations to which the City of Salem is committed.

All items described in the project agreement must be completed unless your agency and the Department mutually agree upon changes. You will be required to submit at least one reimbursement within the first year of your project. Therefore, you must begin bidding, purchasing and/or developing your project and submit a reimbursement request by September 14, 2022. Your project must be completed by September 30, 2023. Extension requests are granted only in extenuating circumstances or legitimate need. The deadline to request a project extension is June 30, 2023.

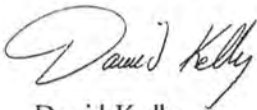
You have been supplied with a hard copy of the 2020 Land and Water Conservation Fund Project Administration Guide. This guide details the procedures that must be followed to complete your project. The guide also includes the federal regulations and DNR General Terms and Conditions that govern an LWCF grant project.

Please read the guide carefully and use it as a reference document to assist you in the completion of your project. Failure to follow proper procedures may delay or prevent project cost reimbursements. The 2020 Land and Water Conservation Fund Administration Guide and associated forms are also available on our website at: <https://mostateparks.com/page/61215/land-and-water-conservation-fund-lwcf-grants>.

Please feel free to announce your grant award through your local media. Don't hesitate to contact Grants Management Section staff for questions related to your project. They can be reached at (573) 751-8661 or mspgrants@dnr.mo.gov. Thank you for participating in the LWCF program. We look forward to the successful completion of your project.

Sincerely,

MISSOURI STATE PARKS

A handwritten signature in cursive script that reads "David Kelly".

David Kelly
Director

DK/pr

Enclosures



MISSOURI DEPARTMENT OF NATURAL RESOURCES
FINANCIAL ASSISTANCE AGREEMENT

Assistance as described herein is hereby offered and accepted effective upon signature of authorized officials for the dates indicated in Budget Period and Project Period below.

RECIPIENT INFORMATION

RECIPIENT NAME City of Salem		RECIPIENT TELEPHONE NUMBER WITH AREA CODE 573-729-4811	
ADDRESS 400 N. Iron Street		CITY Salem	STATE MO
ZIP CODE 65560			
UNIQUE IDENTIFIER (DUNS NUMBER) 077145340	PROJECT NUMBER 29-01722	BUDGET PERIOD 9/14/2021-9/30/2023	PROJECT PERIOD 9/14/2021-9/30/2023
RECIPIENT PROJECT MANAGER NAME Melissa DuBois	RECIPIENT PROJECT EMAIL ADDRESS salemparks@salem-mo.com	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE 573-729-4811	

PROJECT INFORMATION

RECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)
Salem Soccer Field Complex Development - Construction of the Salem Soccer Field Complex consisting of two regulation sized fields (which can be converted into smaller fields) along parking and restrooms. The development will include: ground leveling, parking lot with ADA parking spots along S. Grand and Orchard, field preparation (including subgrade & topsoil), soccer goals and concrete bleacher, water/sewer piping, fencing and sidewalk, ADA restrooms/concession stand, and Park and ADA signage. The City of Salem is not entitled to reimbursement for, or use as match, costs incurred prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

TYPE OF ASSISTANCE New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 15.916	CFDA NAME Outdoor Recreation Acquisition, Development & Planning
STATE PROJECT MANAGER NAME Patti Reed	STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 751 - 8661	INDIRECT COST RATE FOR RECIPIENT 0.00%	
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 250,000	50.00 %	\$	%	\$ 250,000	50.00 %
State/Other Award:	\$ 0.00	%	\$	%	\$ 0.00	%
Recipient Match:	\$ 250,000	50.00 %	\$	%	\$ 250,000	50.00 %
Total Award:	\$ 500,000	100.00 %	\$ 0.00	%	\$ 500,000	100.00 %

AGREEMENT ADMINISTRATION

THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES 2020 Administrative Guide is Attachment #1, Application is Attachment #2		RECIPIENT APPLICATION, AS NEGOTIATED, DATED 3/31/2021	
BUDGET PLAN Attachment # <u>In #2</u>	DETAILED SCOPE OF WORK Attachment # <u>In #2</u>	SPECIAL CONDITIONS Attachment # <u>In #1</u>	GENERAL TERMS AND CONDITIONS Attachment # <u>In #1</u>
PUBLICATIONS Attachment # _____	EPA MBE/WBE UTILIZATION Attachment # <u>In #1</u>	CERTIFICATE REGARDING LOBBYING Attachment # <u>In #1</u>	INVOICE Attachment # _____
		SUSPENSION/DEBARMENT Attachment # <u>In #1</u>	PUBLIC LAW Attachment # _____
		ADDITIONAL ATTACHMENTS Attachment # _____	Attachment # <u>Federal Award</u>

AMENDMENT INFORMATION

AMENDMENT ID	AMENDMENT DESCRIPTION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD INFORMATION (ATTACH ADDITIONAL PAGES AS NECESSARY)

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION
Land & Water Conservation Fund -- provides matching grants to states and local governments for the acquisition and development of public outdoor recreation areas and facilities.

FEDERAL AWARING AGENCY National Park Service	FEDERAL AWARD ID NUMBER P21AP11941	PASS THROUGH ENTITY NAME MoDNR, MSP
FEDERAL FUNDING YEAR 2020	FEDERAL AWARD DATE 9/8/2021	TOTAL AMOUNT OF FEDERAL AWARD \$ 250,000
		INDIRECT COST RATE FOR MoDNR

APPROVAL

DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) David Kelly, Director, Missouri State Parks	SIGNATURE 	DATE 9/27/21
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) Kim Steelman, Mayor, City of Salem	SIGNATURE 	DATE 9/14/21

RESOLUTION NO. 1-2019

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN THE APPLICATION FOR FEDERAL ASSISTANCE AND ANY OTHER OFFICIAL PROJECT DOCUMENTS REQUIRED BY THE STATE OF MISSOURI OR THE U. S. DEPARTMENT OF THE INTERIOR, NATIONAL PARK SERVICE.

WHEREAS, the City of Salem, Missouri is applying for federal assistance from the Land & Water Conservation Fund program for the purpose of construction of Salem Soccer Park.

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

Section 1:

The Mayor of the City of Salem, Missouri is hereby authorized to sign the application for the federal assistance and any other official project documents that are necessary to obtain such assistance, including any agreements, contracts or other documents that are required by the State of Missouri or the U. S. Department of the Interior, National Park Service.

Section 2.

The City of Salem, Missouri currently has the written commitment for the minimum 50% matching share for the project elements that are identified in the application and will allocate the necessary funds to complete the project.

Section 3.

In the event a grant is awarded, the City of Salem, Missouri will commit the necessary financial resources to operate and maintain the completed project in a safe and attractive manner for public access in perpetuity.

Section 4.


In the event a grant is awarded, the City of Salem, Missouri is prepared to complete the project within the time period identified on the signed project agreement.

Section 5.

In the event a grant is awarded, the City of Salem, Missouri will comply with all rules and regulations of the Land & Water Conservation Fund program, applicable Executive Orders and all federal and state laws that govern the grant application during the performance of the project.

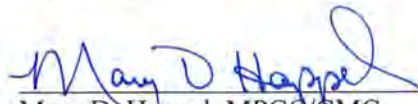
PASSED AND RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AND APPROVED BY THE MAYOR THIS 22ND DAY OF JANUARY, 2019.

APPROVED:



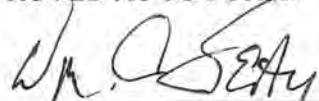
Brad Nash
Mayor

ATTEST:



Mary D. Happel, MPCC/GMC
City Clerk

APPROVED AS TO FORM:



Wm. Camm Seay
City Attorney

Staff Summary Report

MEETING DATE:	OCTOBER 11, 2022
AGENDA ITEM:	ITEM V
AGENDA TITLE:	LAGERS Annual Meeting

ACTION REQUESTED BY:	City Clerk Koller
ACTION REQUESTED:	Appoint an employer delegate to attend the LAGERS Annual Meeting.
SUMMARY BY:	Tammy Koller

PROJECT DESCRIPTION / FACTS

The LAGERS Annual Meeting will be held October 27-28th in Springfield, Mo. The city will be sending an employee delegate that is voted on by employees of the city. The Board of Alderman will need to appoint an employer delegate to attend. City Clerk Koller attended the 2021 Annual Meeting and was able to secure a time for a LAGERS representative to speak to employees at the “LAGERS Lunchbreak”. This was 100% funded by LAGERS and provided vital information to the employees of the city on their retirement.

PROCUREMENT

N/A

FISCAL IMPACTS

N/A

DEPARTMENT’S RECOMMENDED MOTION: Move to appoint City Clerk Koller as the employer delegate at the LAGERS Annual Meeting in Springfield, MO. on October 27 – 28, 2022.

Staff Summary Report

MEETING DATE: OCTOBER 11, 2022

AGENDA ITEM: ITEM VI

AGENDA TITLE: RESOLUTION NO. 34-2022

ACTION REQUESTED BY: CITY CLERK KOLLER

ACTION REQUESTED: APPROVAL OF ANNUAL MRPC MEMBERSHIP

SUMMARY BY: TAMMY KOLLER

PROJECT DESCRIPTION / FACTS

The City of Salem has maintained an annual membership with MRPC at the Basic Membership Level for several years. At the Basic Membership Level, the city will receive 15 hours of technical assistance. The MRPC board has amended the allocated hour process to include signing a technical assistance contract up front, now at membership renewal, so that an agreement is in place should the city exceed the allocated hours.

PROCUREMENT

N/A

FISCAL IMPACTS

This will be paid from Non-Departmental, Memberships. Line item 100-512-50315. With a budget of \$5,000.

SUPPORT DOCUMENTS: MRPC Technical Assistance Contract and Invoice.

DEPARTMENT'S RECOMMENDED MOTION: Move to approve annual MRPC membership at the Basic Membership Level for \$3,246.78

RESOLUTION NO. 34-2022

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (CLIENT), AND THE MERAMEC REGIONAL PLANNING COMMISSION (MRPC) FOR MEMBERSHIP SERVICES.

WHEREAS, the City of Salem, Missouri desires to maintain an annual membership with MRPC at a Basic Membership level to provide technical assistance as described in Attachment A attached hereto.

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

Section 1.

The Client agrees to pay MRPC \$3,246.78 for Membership Dues for the period of July 1, 2022, through June 30, 2023.

Section 2.

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 11th DAY OF OCTOBER 2022.

APPROVED:

ATTEST:

**Greg
Parker
Mayor**

**Tammy Koller
City Clerk**

APPROVAL AS TO FORM:

**James K. Weber
City Attorney**

**ANNUAL MEMBERSHIP
TECHNICAL ASSISTANCE CONTRACT**
by and between
MERAMEC REGIONAL PLANNING COMMISSION
and the
CITY OF Salem

This Agreement is made and entered into on the 1st day of July, 2022, by and between Meramec Regional Planning Commission, #4 Industrial Drive, St. James, Missouri 65559, hereinafter referred to as "MRPC" and the CITY OF Salem, hereinafter referred to as "Client."

- 1. Services to Client.** MRPC shall provide the services of one or more of its employees to the Client for purposes of grant research, project development and grant writing, or other technical assistance work allowed under the MRPC board's hour allocation policy.
- 2. Client to Supply Data and Records as requested by MRPC.** The Client agrees to appoint a single point of contact to work with MRPC, and the Client agrees to supply MRPC with all required financial, demographic, statistical and other data and information requested or required by MRPC, the applicable agency, and federal and state law and regulation.
- 3. Independent Contractor.** Both the Client and MRPC agree that MRPC and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither MRPC nor the Client shall have the authority to obligate or bind the other without the express written consent of the other party.
- 4. Confidential Information.** MRPC agrees that any information received by MRPC and its employees and representatives during the term of this agreement, and at any time thereafter, concerning the personal, financial, or other affairs of a private individual or business will be treated by MRPC in full confidence and will not be revealed to any other person, firm or corporation without the express consent of the Client, or where otherwise required by law, regulation, legal process or the state's Open Meetings Law.
- 5. Client to Hold Harmless MRPC.** The Client will hold harmless MRPC and the agents, employees, and representatives of MRPC from all liability and claims of liability arising out of or incident to MRPC's performance of its obligations under this agreement, excepting MRPC's negligence or intentional misconduct. The Client further warrants and agrees that all data and information provided to MRPC in conjunction with the

grant or loan application, and in conjunction with MRPC's performance of its obligations hereunder, is true and correct, and MRPC, its agents and representatives and the agency herein above described may rely upon its accuracy for purposes of processing the grant or loan application and throughout the completion of said project. Client releases and fully discharges MRPC and its employees and representatives from any and all liability or claims of liability arising out of or incident to the compilation of such information and data and the processing and analysis thereof. The Client further acknowledges that MRPC and its employees and representatives have made no warranty as to the viability of the Client's loan or grant application, and no assurance as to its approval or acceptance by the designated agency has been made. Client acknowledges that the decision to proceed with the application and the technical assistance and services to be provided under this agreement have been the sole and exclusive decision of the Client, and the Client releases MRPC and its employees and representatives from all liability or claims of liability in the event of disapproval of the application or revocation thereof for reasons relating to the Client.

6. Time of Performance. MRPC will provide the services described in this agreement for the period commencing July 1, 2022 through June 30, 2023. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties. MRPC shall promptly proceed with its obligations under this agreement and use reasonable efforts to complete same within a reasonable time. Client acknowledges and agrees, however, that MRPC shall not be bound by time limitations specified by the Client or imposed by the Client's agreements with third parties. No performance bond shall be required of MRPC. MRPC's services pursuant to the terms of this agreement shall be concluded upon completion of requested service(s).

7. Consideration. In consideration for the services provided by MRPC hereunder the Client agrees to pay MRPC at the following hourly rates after using any available city/county allocated technical assistance hours¹: For the months of July 2022-June 2023: Clerical \$46.00; Technical Level #1 \$61.00; Technical Level #2 \$55.00; Technical Level #3 \$51.00; Management \$71.00; Fiscal Officer \$76.00; Assistant Director \$77.00; and Executive Director \$98.00. MRPC shall periodically invoice the Client for fees and expenses as same are incurred in a timely manner.

¹ At the beginning of each fiscal year, each member county and city will be allocated a given number of hours as a part of membership dues. Any work exceeding 30 minutes in length that a member government requests of MRPC on a given project—from researching potential funding options to writing grants—will be deducted from this annual hour allocation. Once a member government uses its allocation of hours for the year, it will be charged at the established hourly rates for any additional work requested that year. Excess hours cannot be carried over to succeeding years. If the project crosses fiscal years, new hourly rates adopted by the MRPC board at the beginning of the new fiscal year will apply to the project. A member government or client may only use one year's worth of allocated hours on a specific project, even if it crosses fiscal years.

Member governments will be notified of the number of free hours with their membership (dues) statements each year. This contract identifies the below number of free hours allocated to the member government and sets forth hourly rates to be applied should a project require additional time in excess of those hours. If the project crosses fiscal years, new hourly rates adopted by the MRPC board at the beginning of the new fiscal year will apply to the project.

Membership Level	County Hours	City Hours
Basic	18	15
Enhanced	24	21
Prime	30	27

8. Termination of Agreement. This agreement will terminate June 30, 2023; except that either MRPC or the Client may terminate this contract prior to completion of the project, without cause by giving the other party not less than thirty (30) days written notice thereof. In the event of termination prior to completion of the project, the Client shall pay the cost of services rendered by MRPC, and expenses incurred in the performance of this agreement to the effective date of termination.

9. Compliance with Applicable Law and Regulation. In MRPC's performance of this agreement, and in the Client's performance of its obligations and responsibilities under the contract, each party shall comply with all applicable laws and regulations, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

10. Conflict of Interest. No member of the governing body or board of the Client, and no other officer, employee, or agent of the Client, who exercises any functions or responsibilities in connection with the planning and carrying out of the contract, shall have any personal financial interest, direct or indirect, in the project or this agreement.

11. Authority to Enter into Agreement - Binding Affect. Both MRPC and the Client have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

12. Enforcement - Costs of Collection. In the event Client should default in the payment of any sum due hereunder or in the performance of any obligation on its part to be performed, and in the event MRPC should retain or engage an attorney or attorneys to collect or enforce or protect its interest with respect to this agreement, the Client shall pay all costs and expenses of such collection, enforcement, or protection, including reasonable attorney's fees.

13. Governing Law. This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

14. Notices. All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by prepaid United States registered or certified mail, with return receipt requested, addressed, as the case may be, to MRPC at #4 Industrial Dr., St. James, Missouri 65559; and to the Client at CITY OF Salem, Attn: _____, _____, _____, or to such address as any party shall designate to the other from time to time in writing forward in like manner.

15. Amendments. No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

16. Severability of Provisions. Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first written above.

MERAMEC REGIONAL PLANNING COMMISSION

(seal)

By: _____

Date: _____

CITY OF _____

By: _____

Date: _____

**Approved Revision
to
Meramec Regional Planning Commission
Board Policies**

Adopted Jan. 8, 1998

Revised Oct. 9, 2003

Adopted May 10, 2007

Revised June 14, 2012

Revised August 9, 2012

Adopted August 11, 2022

Proposed September 8, 2022

Some years ago, there were ample unrestricted state and federal programs that allowed MRPC to provide unlimited services to member governments free of charge. Over the years, these funding sources have been reduced.

After considerable board study—after several years of deficit spending—members saw the need to limit free services to their local governments. Additionally, board members recognized that some dues must be set aside as matching funds to leverage state and federal funds, and this further reduced those unrestricted funds.

Wishing to maintain a highly professional and experienced staff, the board, in 1998, adopted an hour allocation policy whereby each member government received a given number of free hours each year and would then be expected to pay for any hours exceeding those allocated. MRPC has been operating under this original policy since it was approved on Jan. 8, 1998. The plan was amended slightly on June 12, 2003. The policy was further clarified May 10, 2007. In June 2012, Section D, E and H were amended. In August 2012, Sections B, D and G were amended and Section F was incorporated into Section D. In August 2022, Sections 1A, 1E, 1F and 5A were amended.

1. Hour Allocation Policy

A) The policy governing the number of hours allocated will be adjusted each June with the adoption of the MRPC budget. At the beginning of each fiscal year, each member county and city will be allocated a given number hours as a part of membership dues. This budgeted amount shall be based on average salary, using the assumption that member governments would use a cross section of staff, not just upper management. Member governments will be notified of the number of free hours with their membership (dues) statements each year. To streamline the contracting process, member governments will be asked to sign a standing contract at membership renewal time for work above and beyond the allocated hours, in the event that a project exceeds the allocated hours that fiscal year. **This contract will identify the number of free hours allocated to the member government and will set forth hourly rates to be applied should a project require additional time in excess of those hours. If the project crosses fiscal years, new hourly rates adopted by the**

MRPC board at the beginning of the new fiscal year will apply to the project.

B) Any work exceeding 30 minutes in length that a member government requests of MRPC on a given project—from researching potential funding options to writing grants—will be deducted from this annual hour allocation. If the entire request requires 30 minutes or less to accomplish, the time will not be counted against a member's hours. Requests requiring more than 30 minutes of staff time will be charged in their entirety against the member's hour allocation. The goal is to allow member governments enough hours to have at least one grant application prepared each year, given that the member government facilitates the preparation of the application. When using free allocated hours, travel time to and from a city or county will not be charged against those allocated hours. (If/when it becomes a billable project, travel time will be a billable expense.)

C) The use of hours will be tracked monthly and reported through the monthly board meeting. Once a member government uses its allocation of hours for the year, it would be charged the established hourly rates for any additional work requested that year. Excess hours cannot be carried over to succeeding years.

D) From time to time, member governments refer other organizations or agencies to MRPC for assistance. Member governments may allocate their 'free' hours to other organizations for a project, with the following restrictions:

- a. The member government must provide written permission for the use of hours and may impose a cap of the number of hours allocated.
- b. Cities and counties can allocate their hours to other organizations and agencies, which are constituents of the member government who is donating hours. However, priority will be given to those projects where the local government must play a defined role in the grant, such as project sponsor.
- c. County governments may share their hours with cities within the county. Cities cannot share their hours with other local governments.
- d. Transfer of free hours to a nonprofit must be accomplished no later than May 15.
- e. A local government (or multiple local governments) may allocate no more than a total of 12 free hours to any one project/application **to which they are *not* a party to.**
- f. When a member government allocates its hours to another organization or agency serving its jurisdiction, MRPC will enter into a contract for services with that organization/agency, whereby they assume the responsibility of payment for any time in excess of the hours donated.

E) A member government or client may only use one year's worth of allocated hours, even if it crosses fiscal years. If a member government/client's technical assistance request fits within an existing grant program, allocated hours will be used. Any hours over the allocated hour allocation will be billable hours, unless the grant scope of work provides otherwise.

F) A group of local governments may allocate a given number of hours to a project that benefits them directly and jointly. The total number of hours pooled and used cannot exceed the membership hour allocation of the governments involved. Beyond the maximum number of pooled hours, member governments involved in the given project would be billed equally at member hourly rates. **For example**, if the group of local governments is made up of cities only, and cities receive 12 free hours, then the maximum amount of hours that may be pooled is 12 hours. If the group of local governments includes a county, and counties receive 18 free hours, then the maximum number of free hours pooled would be 18. However, if the project is a result of a state or federal mandate, local governments can pool their hours, but their total number of hours dedicated to a mandated project cannot exceed two times the membership allocation, depending on whether a county is involved. (Using the example, 24 hours would be the maximum for a city only project and 36 hours on a county project).

As always, staff will strive to do the work as efficiently as possible and within the time available. Staff will provide time estimates at the beginning of the project and periodic progress reports throughout the project.

G) Allocated hours may be used for grant research, project development and grant writing.

H) Allocated hours may not be used for:

- Grant project administration;
- Ordinance codification development;
- Ordinance codification updates;
- Lead and asbestos inspection services;
- Program administration, such as day-to-day operation of a non-profit, flood plain management;
- Comprehensive plans;
- Other programs that MRPC typically offers for a fee.

2. MRPC shall offer non-voting Associate Memberships to those entities that sometimes request information or assistance, such as banks, schools, co-ops, engineers, real estate agents, developers, hospitals, etc. The membership could include:

- Newsletters
- Training Opportunities
- Fact Book and periodic updates mailed to them.
- Up to three hours of statistical data retrieval with up to 50 free copies.
- Access to flood plain maps and copies of portions of the map of interest.

Associate membership rates will be set by the board.

3. MRPC shall develop an hourly rate structure for services to members and non-members. Once a member government exceeds its annual hour allocation, it will pay an hourly rate for all services. Non-members would also pay an hourly rate for all

services.

Hourly rates for non-members would be \$10 higher per category.

This hourly rate would be evaluated and calculated based on MRPC's costs to ensure costs are being covered. Hourly rates would be adjusted at budget time and made a part of the budget. If a project/contract crosses fiscal years, the board-approved hourly rates for the current fiscal year will be used.

4. MRPC meals shall be catered. In order to insure adequate food and to cover costs, it is essential that board members advise staff as to whether they will be joining the commission for the meal.

In order to create a small reserve of funds for agency use, the following policies will be enacted and adhered to:

A) MRPC dues will be adjusted regularly using census estimates provided by the U.S. Census and Office of Administration. Previously, MRPC's dues amounts were calculated based on decennial census figures. With this policy, dues rates will be calculated between official censuses using the most recent census estimates, as developed by the U.S. Census Bureau and/or Missouri Office of Administration. In cases where estimates are not available for smaller communities, the last available population count or estimate will be used for those communities, and the new figures will be used for all other member governments.

B) The MRPC board will monitor incoming dues and review annually the need for a per capita dues increase. Board and staff will also continue to research different rate structures used by other regional planning commissions across the state and country.

C) Through the budgeting process, MRPC will determine priority line items to establish the following funds in the following order: (1) research and development fund, (2) training fund and (3) cash reserves. As a part of budget development, staff will identify research and development needs and staff training needs, and establish a budget for these two areas. Any additional funds would be earmarked as a cash reserve. Per this policy, research and development is the first priority, followed by staff training, followed by cash reserves.

Research and Development Needs

Including

- Housing improvement and development projects(2)
- Environmental projects
- Community enhancement projects
- Miscellaneous research

Staff Training Needs

Including

- Agency wide in-house training
- Individual training

Cash Reserve

Any excess after research and development and staff training needs have been met.

Staff will determine if the project is viable and if it is in the best interest of MRPC and fits its mission. Such requests will be handled on a first-come, first-serve basis so long as budgeted funds and staff capacity are available. If budgeted funds have been expended, member governments/clients will need to use allocated hours and/or pay for services.

5. In order to expand and diversify MRPC's services, the following policies will be enacted and adhered to:

- A) A greater emphasis will be placed on marketing and education. With the adoption of this policy, board and staff agree to the following:

Member commitments:

- Firm and sincere commitment from each board member to help market MRPC and to use the services available.
- Schedule MRPC at least once a year to visit your council, commission, or civic group.
- Participate in presentations when MRPC visits.
- Make monthly reporting on MRPC activities a regular part of your meeting agenda.
- Be aware of staff and community responsibilities in preparing grants.

Staff commitments:

- Develop and maintain a standard presentation.
- Make regular visits.
- Develop and distribute newsletters with more information on projects and personal notes.
- Complete MRPC's home page and keep updated.
- Develop and maintain current marketing material.
- Continue to educate staff on services.

The board will review these commitments annually with staff.

- B) MRPC will enter the private sector and compete with the following understandings:

- Emphasis will be placed on finding un-served niche markets.
- MRPC will not subsidize its work when competing with private enterprise. However we will apply for any financial assistance available to other non-profit organizations.
- Every effort will be made to partner with private enterprise and other organizations when possible. This will help alleviate unnecessary external duplication and reduce criticism.
- Board will be informed on the pros and cons of competing with the private sector so that members are more aware and will be better prepared to address decisions to compete and complaints when they occur.

C) While our members come first, MRPC will provide services to organizations and cities and counties outside the region in order to generate additional income and keep our skills sharp. This will be done so long as the work does not interfere with activities of our member governments or other regional planning commissions.

D) Customer surveying efforts will continue to keep abreast of members' needs and issues, which could lead to new projects and programs. The planning and development department has been following a process of meeting one-on-one with cities and counties to better understand their needs. This effort shall continue and be improved.

E) Staff and board will continue to look for ways to eliminate duplication and become more productive. Staff has worked on internal productivity issues over this past year. We have made substantial progress and continually look for ways to do things better and more efficiently. Commissioners with suggestions or concerns should direct them to the executive director.

Meramec Regional Planning Commission
4 Industrial Drive
St. James, MO 65559

573-265-2993

INVOICE

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

August 29, 2022

MRPC FY 22-23 Membership Dues for the period of July 1, 2022, through June 30, 2023

Please **CHOOSE** the membership level that best fits your needs and budget:

_____ **Basic Membership:** Dues based on 2021 estimated population of 4,571 @ 71.03 cents per capita with \$3,246.78 minimum dues and includes 15 membership service hours.

Basic Membership: Total amount due: \$3,246.78

_____ **Enhanced Membership:** Add six more membership service hours to your basic membership. Dues based on 2021 estimated population of 4,571 @ 96.03 cents per capita and includes 21 membership service hours. *(If you pay the minimum dues, Enhanced Membership is calculated at \$3,246.78 + population of 4,571 @ 25 cent per capita)*

Enhanced Membership: Total amount due: \$4,389.53

_____ **Prime Membership:** Add 12 more membership service hours to your basic membership. Dues based on 2021 estimated population of 4,571 @ \$1.2103 per capita and includes 27 membership service hours. *(If you pay the minimum dues, Prime Membership is calculated at \$3,246.78 + population of 4,571 @ 50 cent per capita)*

Prime Membership: Total amount due: \$5,532.28

Your membership level for 2021-22 was Basic.

Please check desired membership level above and enclose amount for membership level selected. Invoice is payable upon receipt, unless other arrangements are made.

The use of membership hours is governed by board policy. Please contact staff if you have questions. All hours must be used by June 30, 2023. **THANK YOU** for being a member of MRPC.

Staff Summary Report

MEETING DATE:	October 11, 2022
AGENDA ITEM:	ITEM VI
AGENDA TITLE:	RESOLUTION NO. 35-2022

ACTION REQUESTED BY:	Economic Development
ACTION REQUESTED:	Approve Rehabilitation Contract – 1 Total
SUMMARY BY:	Missy Canaday

PROJECT DESCRIPTION / FACTS

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

PROCUREMENT

Request for Bids was advertised in The Salem News on August 2nd and 9th and was posted on the City's website.
A pre-bid walk through of the 4 homes was done on August 12, 2022.
Sealed Bids were due August 26 and opened at 10 am.
Homeowner rejected initial bid. Request for bids was put back out for interested contractors.

FISCAL IMPACTS

Economic Development Revenue line 703-47550 will receive \$4,800 from homeowner for their required contribution prior to work beginning.
The contract will result in an expense to Economic Development, FHLB Grant Expenses 703-501-70550 in the amount of \$22,000.
Upon completion of rehab work on all 4 homes in Round #1, the City will be able to apply for reimbursement from FHLB in the amount of \$22,000. All of these numbers are subject to change if change orders are necessary to complete the work, but no home will be able to go above \$23,000 for total work performed.

SUPPORT DOCUMENTS:	Contract between the City, Contractor and Homeowner. * Welch Construction – Dan and Barb Evans, 503 E Rolla Rd, Salem, MO 65560
---------------------------	--

DEPARTMENT'S RECOMMENDED MOTION: Move to Approve contract between:
Welch Construction, Dan and Barb Evans ,503 E Rolla Rd, Salem, MO and the City of Salem for rehabilitation work through the Affordable Housing Program of the Federal Home Loan Bank of Des Moines for the amount of \$22,000.

RESOLUTION NO. 35-2022

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN WELCH CONSTRUCTION AND (THE “CONTRACTOR”), THE CITY OF SALEM, MISSOURI (THE “CITY”) AND DAN AND BARB EVANS (THE “OWNER”) OF PROPERTY LOCATED AT 503 E. ROLLA ROAD, SALEM, MO.

WHEREAS, the Contractor shall comply with all provisions specified in the Rehabilitation Contract for the FHLB (Welcome Home) Housing Program, Exhibit A attached hereto and made part hereof for the total sum of \$22,000;

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

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

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

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

Section 1.

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

Section 2.

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

**PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM,
MISSOURI, AND APPROVED BY THE MAYOR THIS 11TH DAY OF OCTOBER
2022.**

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A

REHABILITATION CONTRACT
For The
FHLB (Welcome Home) Housing Program

THIS AGREEMENT made and entered into this 11th day of October 2022, by and between **Welch Construction**, hereinafter called the "Contractor", and **Daniel Evans**, hereinafter called the "Owner" of property located at **503 E. Rolla Rd, Salem, MO**, and the City of Salem hereinafter called the "City". In consideration of the mutual promises and agreements contained herein, the undersigned Contractor, Owner, and City agree as follows:

I. The Contractor shall comply with the following provisions:

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

Furnish all labor, materials, supervision and services necessary to do the work specified in the "Work Write-up" (Attachment A) and made a part hereof for the total sum of **\$22,000.00**.

(2) Notice to Proceed and Date of Completion:

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

(3) Specifications, Codes and Regulations:

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

(4) Insurance:

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

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

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

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

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

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

(5) Permits and Licenses:

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

(6) Debris and Material Removal:

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

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

(7) Assignments and Subcontracts:

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

(8) Subcontracts to City Officials and Employees:

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

(9) Guaranty:

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

(10) Correction of Work:

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

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

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

(11) Suspension of Work, Termination and Delay:

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

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

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

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

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

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

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

(12) Payments to Contractor:

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

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

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

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

(13) Owner's Rights

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

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

(14) Acceptance of Final Payment as Release:

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

(15) Changes in Work:

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

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

(16) Changes in Contract Price

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

(17) Time for Completion and Liquidated Damages:

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

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

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

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

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

(18) Equal Opportunity

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

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

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

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

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

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

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

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

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

Civil Rights Act of 1964

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

Section 109 of the Housing and Community Development Act of 1974

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

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

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

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

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

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

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

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

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

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

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

Affirmative Action for Handicapped Workers

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

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

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

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

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

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

- (23) Special Conditions Pertaining To Hazards Safety Standards

Lead-Based Paint Hazards

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

Lead Clearance

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

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

II. The Owner shall:

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

III. General Provisions:

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

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

Contractor

Signature of Contractor

Date

Address

Telephone

Owner

Signature

Date

Address

Telephone

Signature of Representative

Date

Address

Telephone

Don & Barb Evans

FEDERAL HOME LOAN BANK AHP PROGRAM

Salem, MO

REHABILITATION PROJECT

Note: This unit may contain Lead Based Paint

BIDS MUST BE ON THIS BID SHEET!!!!

Address: 503 E. Rolla Rd, Salem, MO

INSPECTED BY: Cantrell

ALLOTTED DAYS: 30

Code: 2616

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

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

Contractor will be responsible for all measurements and debris removal	Cost				Total Cost
Roof: Remove existing shingles and dispose of (Landfill receipts must be given to the inspector). Replace any rot damaged sheathing. Install 15 lb felt paper. Install metal roof edge. Install Architectural asphalt 25 year or better shingle. Install all to manufactures spec. Shingles will be nailed not stapled. Flues: Tuck point both flues. If flues cannot be mad safe by tuck pointing, remove below roof line.					10,000
Siding: Remove existing damaged siding on left side, rear and right side of unit and dormers, areas will be identified for measurements at walk through. Replace any rot damaged material where siding was removed. Install wood siding to match what was removed. Paint 2 coats of high quillity paint. Owner has color and paint information.					7,000
Front Upper Porch: Remove rot damaged ceiling. Replace any rot damaged ceiling joist. Install wood ceiling with the same type of material as was removed. Remove existing hand rail and post. Install new hand rail complete with spindles. Install new spindle type post. All material will be treated. Replace all damaged soffit and fasica on porch. Remove bottom porch hand rail. Install new to match sam estyle as upper that was installed. Ceiling rails will be replaced also. Paint both porch ceilings and soffit and fasica on porch.					5,000
All units will have house numbers visible from the street upon completion of the project. House numbers will be a min of 4" high, in a color contrasting the surrounding structure and must be able to be illuminated at dark.					
NOTE: 2012 IRC (R311.7.8) Stairs with four or more risers; any porches, landings or walkways that are 30" or more above finished grade within 36" horizontally from the open edge of the walking surface, would require guards that meet the criteria outlined in 2012 IRG (R312).					

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

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

Total Bid Price In Words: Twenty Two Thousand - \$22,000.00

Contractor Name: Jay Welch
Company Name: WELCH CONSTRUCTION
Mailing Address: 2041 Hwy 90
Phone Number: 573-247-3952
Fax Number:
Email Address: JAY@OSWELCH.COM
Delivery Date: 9-23-22

Total Bid Amount: 22,000.00

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

Staff Summary Report

MEETING DATE:	October 11, 2022
AGENDA ITEM:	ITEM VI
AGENDA TITLE:	BILL NO. 3522

ACTION REQUESTED BY:	Temporary City Administrator
ACTION REQUESTED:	Approval of Change Order
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The City of Salem previously entered into an agreement with Energy Solutions Professionals (ESP) for energy efficiency upgrades to multiple city facilities.

The tuck pointing on the Old City Hall was not able to be completed due to there not being a safe option to operate a skytrac or other equipment and maintain a safe distance from the live electric lines attached to the building.

PROCUREMENT

This is an amendment to an existing contract.

FISCAL IMPACTS

This will result in a reduction of the total cost for the energy efficiency upgrades.

SUPPORT DOCUMENTS:	ESP Change Order #1
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DEPARTMENT'S RECOMMENDED MOTION:	Move to Approve ESP Change Order #1 for a reduction of ECM #6 in the amount of \$10,422.00
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BILL NO. 3522

ORDINANCE NO. 3522

AN ORDINANCE TO AUTHORIZE THE MAYOR TO SIGN CHANGE ORDER NO. 1 BETWEEN THE CITY OF SALEM, MISSOURI AND ENERGY SOLUTIONS PROFESSIONALS, LLC FOR A REDUCTION OF EMC #6.

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

Section 1.

That the Mayor is hereby authorized to sign on behalf of the City of Salem, Missouri, Change Order #1 between the City and Energy Solutions Professionals, LLC. for a reduction of EMC #6 presented in “Exhibit A” incorporated herein.

Section 2.

The total reduction shall be \$10,422.00.

Section 3.

That all ordinances or parts of ordinances therefore enacted which are in conflict herewith are hereby repealed.

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 11TH DAY OF OCTOBER 2022.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVED AS TO FORM:

James K. Weber
City Attorney

EXHIBIT A



Change Order

CO # **1**

Provider: Energy Solutions Professionals, LLC
c/o: VP Operations/President
9218 Metcalf, Suite 274
Overland Park, KS 66212

Project Name:
Client City of Salem
c/o: City Administrator
400 N. Iron St.
Salem, MO 65560

Energy Performance Contract

Original Contract Date:

11/30/2021

The following addition/deletion of scope shall be incorporated in the the Agreement dated as listed above. All of the terms and conditions of the Agreement remain in place unless explicitly described otherwise in this change order or previous change orders to the Agreement.

Project Scope Additions:

		\$ -
Project Budget Reallocations		
1) Deduct from ECM #6		\$ (10,422.00)
2)		\$ -
		\$ (10,422.00)
Total Change Order Amount		\$ (10,422.00)

Original Contract Amount:	\$ 1,461,539.00
Sum of Previous Change Orders:	\$ -
Contract Amount Prior to this Change Order:	\$ 1,461,539.00
Amount of this Change Order:	\$ (10,422.00)
Total Revised Contract Amount:	\$ 1,451,117.00
Revised Agreement substantial completion date (changed / unchanged):	5/30/2022

Energy Solutions Professionals, LLC

City of Salem

Date signed

Date Signed

Staff Summary Report

MEETING DATE:	10/11/2022
AGENDA ITEM:	ITEM VI
AGENDA TITLE:	BILL NO. 3523

ACTION REQUESTED BY:	Temp City Administrator / Finance Director
ACTION REQUESTED:	Approval of New Purchase Policy
SUMMARY BY:	Stacey Houston

PROJECT DESCRIPTION / FACTS

The current purchase policy was adopted in November 2011 and needs to be updated to reflect our current processes. Changes that are reflected in the revised purchase policy; handwritten purchase orders are no longer needed as they are entered into our purchasing software, and we no longer maintain a vendor's catalog. With today's pricing of materials and services, pricing and availability are both subject to change often. Attempting to keep a file of vendor's pricing and discounts would not be achievable.

We are requesting the following changes:

- a. Change threshold from \$300 to \$500 (no PO required and no additional approvals as long as funds are available)
- b. Change threshold from \$300-\$3,000 to \$500-\$5,000
Approvals to be obtained by city administrator
- c. Change threshold from \$3,000 to \$5,000 for board approvals
The old policy states that we must acquire bids through the process of advertising. requesting that only written bids are needed for these purchase amounts
- d. Added category for purchases exceeding \$12k
These purchases must obtain 3 formal bids through advertisement. The threshold dollar amount to require Formal Contract Procedures (advertised bids) was amended in state statute RsMO 50.660 in August 2021 to reflect an amount of \$12,000. This change keeps the city the same as state statute.

PROCUREMENT

FISCAL IMPACTS

SUPPORT DOCUMENTS:	Updated Purchase Policy
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DEPARTMENT'S RECOMMENDED MOTION:	Move to approve the revised purchase policy.
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AN ORDINANCE AMENDING CHAPTER 135, ARTICLE I. PURCHASING AGENT OF THE CODE OF ORDINANCES OF THE CITY OF SALEM, MISSOURI, PERTAINING TO THE DUTIES AND PROCEDURES FOR CITY PURCHASING OF GOODS AND SERVICES.

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

Section 1.

Section 135.020 Purchasing Agent Duties Generally of the Code of Ordinances of the City of Salem, Missouri is hereby amended to read as follows:

Section A. In addition to the purchasing authority conferred in the preceding Section, and in addition to any other powers and duties conferred by this Code or other ordinance, the purchasing agent shall:

1. Act to procure for the City the highest quality in supplies and contractual services at the least expense to the City.
2. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases and sales.
3. Keep informed of current developments in the field of purchasing, prices, market conditions and new products, and secure for the City the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations, and by private businesses and organizations.
4. Exploit the possibilities of buying "in bulk" so as to take full advantage of discounts.
5. Act so as to procure for the City all Federal and State tax exemptions to which it is entitled.
6. Have the authority to declare vendors who default on their quotations irresponsible bidders and to disqualify them from receiving any business from the municipality for a stated period of time.

Section 2.

Section 135.090 Formal Contract Procedure of the Code of Ordinances of the City of Salem, Missouri is hereby amended to read as follows:

All supplies and contractual services, except as otherwise provided in this Chapter, when the estimated cost thereof shall exceed twelve thousand dollars (\$12,000.00), shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting proposals. All sales of personal property which has become obsolete and unusable, when the estimated value shall exceed twelve thousand dollars (\$12,000.00) shall be sold by formal written contract to the highest responsible bidder, after due notice inviting proposals.

Section 3.

Section 135.100 Notice of Bids Defined of the Code of Ordinances of the City of Salem, Missouri is hereby amended to read as follows:

Section A. The notice required by the preceding Section shall consist of the following:

1. Notice inviting bids shall be published once in at least one (1) official newspaper of the City and at least five (5) days preceding the last day set for the receipt of proposals. The newspaper notice required herein shall include a general description of the articles to be purchased or sold, shall state where bid blanks and specifications may be secured, and the time and place for opening bids.
2. The City Clerk shall also advertise all pending purchases or sales by a notice posted on the public bulletin board in the City Administration Building.
3. The Purchasing Agent shall also solicit sealed bids by:
 - a. Direct mail or email request to prospective vendors;
 - b. By telephone;
 - c. By posting on the City's website; and
 - d. By public notice posted on the bulletin board of the City Administration Building.

Section 4.

Section 135.150 Open Market Procedures of the code of Ordinances of the City of Salem, Missouri is hereby amended to read as follows:

C. The City shall solicit bids by:

1. Direct mail or email request to prospective vendors;
2. By telephone;
3. By posting on the City's website; and
4. By public notice posted on the bulletin board of the City Administration Building.

Section 5.

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 11TH DAY OF OCTOBER 2022.

Greg Parker
Mayor

Tammy Koller
City Clerk

Approved as to form

James Weber
City Attorney

CITY OF SALEM PURCHASE POLICY

Updated October 2022

PURCHASE POLICY

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PROCUREMENT AND PURCHASING POLICY

I. AUTHORITY

As set out in Section 135.010 of the City code, the City Administrator, or such other person as the Board of Aldermen may designate by ordinance is the purchasing agent for the City. The purchasing agent, when authorized, shall procure for the City bids for supplies and services needed by the City in accordance with the procedures prescribed by this Chapter or required by law.

Except as provided in this policy, it shall be unlawful for any City Officer or employee to order the purchase of any supplies or make any contract within the purview of this policy other than through the purchasing agent, and any purchase ordered or contract made contrary to the provisions hereof shall not be approved by City Officials, and the City shall not be bound thereby.

II. DUTIES AND RESPONSIBILITIES

The purchasing agent shall:

- a. Act to procure for the City the highest quality in supplies and contractual services at the least expense to the City.
- b. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on all purchases and sales.
- c. Keep informed of current developments in the field of purchasing, prices, market conditions and new products, and secure for the City the benefits of research done in the field of purchasing by other governmental jurisdictions, national technical societies, trade associations, and by private businesses and organizations.
- d. Exploit the possibilities of buying "in bulk" so as to take full advantage of discounts.
- e. Act so as to procure for the City all Federal and State tax exemptions to which it is entitled.
- f. Have the authority to declare vendors who default on their quotations irresponsible bidders and to disqualify them from receiving any business from the municipality for a stated period of time.

III. OBJECTIVE

The primary objective is to provide a procedural guideline for city staff and consistency to procure all materials, supplies, equipment, and services for City use in such a manner that the maximum value will be obtained for the money expended. In order to achieve this objective, the Purchasing Agent shall:

- a. Coordinate purchasing procedures throughout the City.
- b. Ensure consistent use of purchase orders.

- c. Purchase or contract for all supplies and contractual services needed by the City in accordance with all legal requirements.
- d. Procure the highest quality in supplies and contractual services at the least expense to the City.
- e. Exploit the possibilities of buying in bulk so as to take full advantage of discounts.
- f. Procure all Federal exemptions to which the City is entitled.
- g. Adhere to this policy in such a manner that public purchasing goals are accomplished, and public monies are managed and utilized in a proper and efficient manner.

IV. GENERAL GUIDELINES

These general guidelines shall be considered administrative rules and regulations and shall be adhered to as closely as possible by all departments in the procurement of goods and services. Authorizing Officers include the Mayor, Board of Aldermen, City Administrator, and Department Heads.

A. **Purchase of American Products and Services**

- 1. It is the policy of the City to encourage the purchase of products manufactured, assembled, or produced in the United States if the quality and price are comparable with other goods, in accordance with Missouri State statutes.
- 2. On purchases in excess of \$1,000.00, Authorizing Officers shall give preference to the purchase of American products over foreign products of comparable quality and price.
- 3. Every contract for public works construction or maintenance in excess of \$5,000.00 shall contain a provision requesting that the contractor use American products in the performance of the contract whenever the quality and price are comparable with other goods.

B. **Purchase of Salem, Dent County, and Missouri Products and Services**

The City of Salem encourages the purchase and use of products and services by local vendors if the quality and price are comparable with other goods and the price differential is five percent or less. Primary preference is given to vendors located within the city limits of Salem. Secondary preference is given to vendors within Dent County, Missouri. Tertiary preference is given to vendors located within Missouri.

C. **Planning**

Planning for purchases shall be done on both a short-term and long-term basis. Small orders and last-minute purchases shall be kept to a minimum, thereby increasing the ability of each department to purchase its goods and services in larger quantities in order to obtain the maximum discounts available. Planning will also save on the number of trips required to obtain materials and minimize the amount of clerical and supervisory time spent on documenting purchases.

D. Overdrafts Prohibited

No purchases shall be authorized which would overdraw an operational budgetary category. Authorizing Officers who anticipate a purchase exceeding a budgetary account shall notify the City Administrator and the Finance Director to ensure that the necessary funds are available within the operational budget category. Authorizing Officers must identify the source of overdraft protection identified within the operational budget category prior to initiating a purchase that would exceed that account and receive authorization from the City Administrator or Finance Director for a budget adjustment.

E. Buying Proper Quality

It is the duty of each department to secure the proper quality and service. These items are just as important as price. Quality buying is the buying of goods or services that will meet but not exceed the requirements for which the goods are intended. Several factors, such as durability, availability, ease of installation, frequency of repair, or efficiency of operation, may be of primary consideration depending upon the item purchased. It is the responsibility of each Authorizing Officer to become familiar enough with the available equipment to determine the appropriate quality required to develop specifications.

F. Gratuity

Gratuity in any form creates the perception of favoritism. While money by vendors to secure favorable consideration is seldom attempted, vendors may attempt to secure favoritism by offering gifts or providing entertainment to City officials. The City hereby adopts a policy requiring the disclosure of gifts and/or favors having a face or market value at or above \$100. This disclosure shall be in written form, prepared and delivered by the individual employee to the City Administrator who shall maintain the permanent record of such disclosures. The written disclosure shall include the following information with respect to the gift or favor: the employee receiving; the company (and representative) offering; the face or market value; the nature of the gift or favor; and the disposition. Violation of this provision are subject to penalties provided in section 100.230 of the City code.

G. Sales Tax

The City is exempt from paying all local and state sales taxes or Federal excise taxes. Every reasonable effort should be made to avoid the additional expense of sales tax. The City Clerk can provide vendors a copy of the exemption documentation, as requested. The use of the exemption documentation for personal purchases is strictly prohibited and shall subject an employee to immediate discharge.

H. Public Access

All specifications, bid documents, purchase orders, and supporting documentation are public records which shall be made available for public inspection upon request.

I. Endorsements

It is the City's policy not to endorse or in any way permit an employee's name, position, or the City's name to be used and advertised as supporting a vendor and/or product.

J. Personal Purchases

Personal purchases for employees by the City are prohibited. City employees are also prohibited from using the City's name or the employee's position to obtain special consideration in personal purchases or to avoid the payment of sales tax.

K. Conflict of Interest

Any purchase order or contract in which any employee of the City is financially interested, directly or indirectly, shall be void, except that before the execution of a purchase order or contract, the Board of Aldermen shall have the authority to waive the conflict when it finds such action to be in the best interests of the City. Violations of this provision are subject to penalties provided in section 100.230 of the City code.

V. PURCHASING PROCEDURES

The Board of Aldermen has established policies regarding the method to be used in the purchasing of goods and services, depending upon the cost of the item to be purchased. Subdividing purchases to avoid these requirements is strictly prohibited.

A. Purchase Orders

Departments will initiate a purchase order for the purchases needed to successfully perform their respective functions and operations. Discretion shall be used by all departments to ensure that all requested items are necessary for proper utilization of budget appropriations as approved by the Board of Aldermen.

The purchase order must be initiated as the first step in the purchasing process for all purchases that are estimated to exceed \$499.99. It is used by each department to inform the City Administrator of the need for materials, supplies, equipment, or services and to request purchase of these items.

Departments should allow sufficient lead-time on all routine purchases. This lead-time is necessary to allow logical review of all data and solicitation of true competitive pricing when applicable. The rate of consumption should be carefully considered in determining the quantity requested. *Always plan and purchase in advance of need.*

The City Administrator may temporarily alter the monetary threshold for purchase order requirements, based upon fiscal circumstances impacting the City.

B. Preparation of Purchase Order

1. A purchase order is created in the purchase order system by a department administrator, prior to purchase being made for purchase of \$500.00 or more. Competitive pricing and appropriate quality are encouraged even for small purchases.
2. The verbal and written quotes should be documented within the purchase order system.
3. City Administrator will either approve or deny the request. Once approved, the department administrator may proceed with the requested purchase.
4. Purchase orders should be printed and submitted to the Finance Department weekly with invoice and bids attached.

VI. PURCHASING POLICIES

Purchasing Compliance Quick Reference			
Total Amount of Request	Compliance Requirement	Responsible Party	Approval Required
Purchases under \$500	Items under \$500 may be purchased if funds are available. No purchase order is required, and no additional approvals are necessary. Compare pricing and quality to obtain the best value for the City.	Department Head	Department Head
Purchases from \$500 to \$5,000	Items over \$500 and under \$5,000 must have a purchase order created and approved by the City Administrator prior to placing an order with a vendor. No less than three oral or written quotes are required and should be attached to the purchase order. Funds must be available in the appropriate account.	Department Head	City Administrator
Purchases Exceeding \$5,000	Items exceeding \$5,000 must have a purchase order created and approved by the City Administrator and the Board of Aldermen prior to placing an order with a vendor. Items in this category require at least three written bids.	Department Head	City Administrator and The Board of Aldermen
Purchases above \$12,000 (Formal advertised bid)	Items exceeding \$12,000 must have a purchase order created and approved by the City Administrator and the Board of Aldermen prior to placing an order with a vendor. Items in this category require at least three written, formal bids obtained utilizing advertisement and specifications.	Department Head	City Administrator and The Board of Aldermen
Emergency Purchases	The bid procedures may be waived under emergency conditions when a delay may threaten the basic mission of the department. Notify the City Administrator as quickly as possible for approval to proceed. A written report must be sent to City Administrator explaining the emergency circumstances within two days.	Department Head	City Administrator

A. Purchases under \$500.00

1. Authorizing Officers are authorized to purchase from vendors directly without a purchase order for any budgeted category purchase in the amount less than \$500.00. The Authorizing Officers need not secure the approval of the City Administrator in order to make purchases in this price range.
2. It is the responsibility of each Authorizing Officer to ensure complete control over this method of purchasing. Authorizing Officers should identify those employees authorized to make purchases. Authorizing Officers are responsible for providing internal control procedures to ensure that all purchases are for legitimate public purposes and that all purchases and inventory are accounted for. Authorizing Officers may wish to establish an internal inventory system which would ensure that each purchase made is inventoried. Any department routinely making purchases costing less than \$500.00 or purchases frequently under open accounts should establish such a system.
3. The purchasing department shall competitively shop to ensure that vendors with which the City deals are maintaining competitive pricing and appropriate quality and may obtain verbal or written bids or printed bids from the internet.
4. The purchasing department should document all bids received, even though items are below the amounts necessary to trigger this procurement process. This documentation need not be submitted to the Administration Department when purchases are less than \$500.00.

B. Purchases from \$500.00 to \$5,000.00

1. Purchase orders for goods or services having a value of \$500.00 to \$5,000.00 must be submitted by the Authorizing Officers for approval by the City Administrator prior to placing an order with a vendor. The City Administrator shall review the requested item with the current budget, as well as the timeliness of the purchase.
2. Before submitting a purchase order, Authorizing Officers must obtain three oral or written quotations for the goods or services required. The quotations may be obtained over the telephone, from the internet or any other method. A purchase order should be initiated to the lowest qualified responsible bidder, the bids and quotes should be documented on the purchase order. The City Administrator shall check to ensure that the bids and quotes have been appropriately shown on the purchase order and that funds are available in the appropriate account.
3. If Authorizing Officers are unable to secure three quotations, a notation explaining that less than three qualified vendors were available should be made on the purchase order. When seeking three informal quotes, the practice of "auctioneering" should be avoided by refusing to disclose to a vendor the price quoted by competitors.

C. Purchases Exceeding \$5,000

1. Prior to processing a purchase order to secure goods or services exceeding a cost of \$5,000.00, Authorizing Officers must obtain at least three written bids.
2. If Authorizing Officers are unable to secure three written quotations, a memorandum explaining why less than three qualified vendors were available should be forwarded to the City Administrator for review and an explanation should be made on the purchase order itself.
3. All purchases in excess of \$5,000 shall be submitted to the City Administrator to seek

approval from the Board of Aldermen before the purchase is initiated.

4. All written quotations should be originals on the vendor's own quotation form or letterhead. Facsimile or e-mail quotations from the vendor are acceptable. These original written quotes should be attached to the purchase order. Authorizing Officers are reminded that the use of written quotations requires appropriate planning to ensure that adequate lead time is available to satisfy these purchasing requirements.

D. Purchases Exceeding \$12,000

Prior to processing a purchase order to secure goods or services exceeding a cost of \$12,000.00, Authorizing Officers must obtain bids utilizing advertisement and specifications. *Please refer to VII for bidding process.*

E. Routine Monthly Service

Regular monthly services provided under a signed contract is exempt from the purchasing policies and does not require additional approval by the City Administrator. These goods and services may include engineering, legal, postage, telephone, electric, chemicals, and certain recurring bills as exempted by the City Administrator.

F. Open Purchase Orders

Open purchase orders are for long-term contracts for goods or services awarded after receiving competitive bids. The purchase order remains open for a period of up to one year to purchase the goods or services specified on an "as needed" basis. Examples of open purchase orders include construction materials such as rock, concrete, and asphalt, trees and other landscaping materials, automotive supplies such as tires and batteries, hardware, and office supplies frequently or routinely utilized by the City and for which the initiation of competitive shopping each time for the goods or services required would become cumbersome and inefficient.

G. Approval of Purchases

1. All purchase orders or contracts must be for goods or services covered by a category in the budget for the current fiscal year as approved by the Board of Aldermen. Any purchase of an item not provided for in the current fiscal year's budget must receive the prior approval of the Finance Director, City Administrator or Board of Aldermen depending on the cost of the item being purchased.
2. Authorizing Officers are authorized to approve all purchases after complying with the competitive shopping requirements as specified above, subject to the approval of the City Administrator.

VII. BIDDING PROCESS

A. Bid Procedures

All supplies and contractual services, except as otherwise provided in this policy, when the estimated cost thereof shall exceed twelve thousand dollars (\$12,000.00), shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting proposals. All sales of personal property which has become obsolete and unusable, when the estimated value shall exceed twelve thousand dollars (\$12,000.00) shall be sold by formal written contract to the highest responsible bidder, after due notice inviting proposals.

1. Notice inviting bids shall be published once in at least one (1) official newspaper of the

City and at least five (5) days preceding the last day set for the receipt of proposals. The newspaper notice required herein shall include a general description of the articles to be purchased or sold, shall state where bid blanks and specifications may be secured, and the time and place for opening bids.

2. The City Clerk shall also advertise all pending purchases or sales by a notice posted on the public bulletin board in the City Administration Building.
3. The Purchasing Agent shall also solicit sealed bids by:
 - a. Direct mail request to prospective vendors; and
 - b. By telephone.
 - c. By posting on the City's website; and
 - d. By public notice posted on the bulletin board of the City Administration Building.

B. Bid Opening

Bids shall be submitted sealed to the City Clerk and shall be identified as bids on the envelope. They shall be opened in public at the time and place stated in the public notice. A tabulation of all bids received shall be posted for public inspection.

C. Bid Awarding

1. Bids shall be awarded to the lowest responsible bidder. Bids shall not be accepted from, nor contracts awarded, to a contractor who is in default on the payment of taxes, license, or other monies due the city. All bids received that are submitted by individuals or businesses with their principal place of business located in Dent County, Missouri, shall be multiplied by a preference factor of .95 that will reduce the bid amount for purposes of consideration by the city in awarding the contract for goods or services.
2. The actual bid amount multiplied by the appropriate preference factors shall be termed the adjusted local bid amount. The adjusted local bid amount shall be used in lieu of the actual bid amount in comparing competitive bids.
3. In determining "lowest responsible bidder," in addition to price, the following shall be considered:
 - i. The ability, capacity, and skill of the bidder to perform the contract or provide the service required;
 - ii. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - iii. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - iv. The quality of performance of previous contracts or services;
 - v. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - vi. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - vii. The quality, availability and adaptability of the supplies, or contractual services to the particular use required;
 - viii. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - ix. The number and scope of conditions attached to the bid.

D. Bids Accepted

All bids shall be accepted or rejected by the Board of Aldermen. When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be entered upon the journal of the Board.

VIII. SPECIAL PROCURMENT PROCEDURES

Occasionally, the City may need to purchase goods or services under circumstances which do not clearly fit the patterns of normal public procurement and for which normal competitive shopping procedures do not apply. The following guidelines are provided with regard to making such purchases:

A. Exclusive Service

1. In the event that there is only one firm or company or individual capable of providing a particular service or commodity and said services or commodities cannot be secured from other persons or companies, then the competitive bidding procedures outlined in this manual may be waived.
2. Whenever Authorizing Officers determine that goods or services must be purchased from a "sole source vendor," a notation must be documented within the purchase order system and written documentation should be attached to the purchase order. Exclusive service purchases for amounts exceeding \$500.00 must be pre-approved by the City Administrator or the Board of Aldermen, depending on the amount.

B. Cooperative Procurement Programs

Authorizing Officers are encouraged to use cooperative purchasing programs sponsored by the State of Missouri or other jurisdictions. Cooperative purchasing can prove advantageous to the City both by relieving Authorizing Officers of the paperwork necessary to document the purchase and by taking advantage of the large quantity purchases made by State Government. Purchases made through these programs have met the requirements of competitive shopping and require no further documentation. Authorizing Officers are encouraged to check with the State and other jurisdictions regarding cooperative procurement contracts in effect prior to making any large purchases.

C. Professional Services

1. A Request for Proposal (RFP) can be prepared in much the same way as specifications, including requirements and minimum standards for the services to be provided. RFP's should be submitted to the City Administrator for review and approval prior to distribution. When an RFP for professional services is approved, a limited number of qualified professionals known to the City shall be invited to submit a proposal setting forth their interest, qualifications, and how they can meet the City's needs.
2. In securing professional services, it is the primary goal of the City to obtain the services of a professional who has a proven record of providing, those services required. A contract will be negotiated with the professional deemed to best meet the City's needs.
3. Services for projects where fees will exceed five thousand dollars (\$5,000.00) shall be presented to the Board of Aldermen for approval or rejection. The Board has the right to approve or reject any and all proposals.

D. Emergency Purchases

The bid procedures outlined in this policy may be waived under emergency conditions when a delay may threaten the basic mission of a department. True emergency conditions are rare. Occasionally, equipment will require emergency repairs, or other circumstances will necessitate emergency purchasing which cannot await compliance with these regulations. Authorizing Officers faced with an emergency shall notify the City Administrator as quickly as possible for approval to proceed. A full report in writing of the circumstances requiring an emergency purchase shall be provided by the Authorizing Officer to the City Administrator within two working days after the emergency. The City Administrator shall pass this report on to the Board of Aldermen at their next regularly scheduled meeting.

E. Purchase of Used Equipment

1. New equipment is to be preferred over used equipment. However, there are situations where the purchase of used equipment may be considered. These include equipment that will be used infrequently, for a limited time, for training or auxiliary operations, when quick delivery is essential, or it can be determined that the used equipment is comparable to new equipment.
2. The purchase of used equipment requires careful shopping, and the Requisitioning Department should make every effort to ensure that the equipment will perform as needed and that service or replacement parts are reasonably available.

IX. DISPOSAL OF SURPLUS GOODS

1. Goods become obsolete or they wear out. Occasionally, it turns out they are over-stocked. Changing technology, accumulation of "waste," and fulfillment of the "useful" life of goods make the activity of handling surplus inevitable. The City is interested in full realization of the value of goods it purchases. The City policy is aimed at making sure all surpluses are disposed of to the economic advantage of the City. All Departments shall submit to the City Administrator, at such time and in such form as the City Administrator shall prescribe, reports showing stocks of goods which are no longer used or which have become obsolete, worn out, or scrapped. The City Administrator is authorized to transfer the surplus stock to other Departments.
2. The City Administrator is authorized to sell all goods having an estimated value of less than \$3,000.00 which have become unsuitable for public use, or to exchange the same for, or trade in the same, on new goods. Sales shall be made to the highest possible bidder.
3. The disposal of all goods having a current value estimated to be in excess of \$3,000.00 requires the approval of the Board of Aldermen. Unless determine otherwise by the City Administrator, competitive bidding on surplus, obsolete, or unusable goods having this value is required. This may be achieved through sealed bids, auction, or open market sales.

X. USE OF CREDIT CARD(S)

A. City Owned Card(s)

The City maintains corporate credit cards, which are retained by the City Clerk and may be

obtained for official use as required. Department Heads are responsible for closely monitoring their employees' use of credit cards and for preparing purchase orders for purchases over \$499.99. As with all purchases, the merchant shall be given a copy of the state tax exempt letter issued to the City and accordingly, state sales tax should not be charged. This is also applicable to all telephone and internet orders.

When using the business credit card, the employee shall adhere to the following rules:

1. The credit card shall be used for expenses of city employees and shall not be used for friends or family members of the employee.
2. If the employee is hosting a business associate(s), the names of the employee, their guest(s) and the reason for the event shall be noted on the receipt. All such events require prior approval of the City Administrator.
3. Itemized receipts are required. Failure to provide itemized receipts may require employee to reimburse the City for the purchase.
4. Alcoholic beverages may not be charged to the credit card.
5. Employees shall use reasonable judgment for all travel expenses. Hotel accommodations and meals should be appropriate for the given purpose and the location of the travel. Charges will not be covered for excessive prices or for inappropriate locations as determined by the City Administrator. Please refer to the City of Salem's Travel Policy.
6. It is the responsibility of each credit card user to obtain transaction receipts from the merchants each time the credit card is used, including telephone and internet purchases.
7. All receipts are to be forwarded to the Finance Department along with necessary documentation detailing the purchase.

B. Personal Credit Cards

The use of personal credit cards for official purchases is discouraged. The City's policy includes the pre-authorization of credit card usage. Authorization for reimbursement on a personal credit card must be approved by the City Administrator and will not include the reimbursement of sales tax.

XI. ETHICS POLICY

The proper operation of municipal government requires that public officials and employees be independent, impartial, and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office is not used for personal gain; and that the public has confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interest in matters affecting the City.

A. Conflicts of Interest

All elected and appointed officials, as well as employees of the City of Salem must comply with Section 105.454 of the Missouri Revised Statutes conflicts of interest, as well as any other state law governing official conduct. The Mayor or any member of the Board of Aldermen who has a substantial personal or private interest as defined by state law and set out below in any bill shall disclose on the records of the Board of Aldermen the nature of his or her interest and shall disqualify himself or herself from voting on any matters related to this interest.

B. Disclosure Reports

1. Each elected official, the City Administrator (as the chief administrative officer), the City Clerk, and the Finance Director (as the city treasurer) shall file a Financial Disclosure Statement for Political Subdivisions with the Missouri Ethics Commission, as required by law.
2. The financial interest statements shall be filed at the following times, but no person is required to file more than one Financial Interest Statement in any calendar year:
 - a. Each person appointed to office shall file the statement within thirty days of such appointment or employment.
 - b. Every other person required to file a financial interest statement shall file the statement annually not later than May 1 and the statement shall cover the calendar year ending the immediately preceding December 31.

C. Filing of Policy

The City Clerk shall send a certified copy of this Policy and any amendments to the Missouri Ethics Commission within ten days of its adoption.

REPORTS OF CITY OFFICIALS BOARDS AND COMMITTEES

MEETING DATE: OCTOBER 11, 2022

AGENDA ITEM: ITEM VII

AGENDA TITLE:

PROJECT DESCRIPTION / FACTS

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

CLOSED SESSION

MEETING DATE: OCTOBER 11, 2022

AGENDA ITEM: ITEM VIII

AGENDA TITLE:

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

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