Aldermen Meeting Packet August 8, 2023



#### MINUTES BOARD OF ALDERMEN MEETING 202 N. Washington July 25, 2023

#### Call Meeting to Order

The regular season meeting of the Board of Alderman of the City of Salem, Missouri, was called to order by Board President Shawn Bolerjack at 6:00 p.m. Mayor Greg Parker was absent.

#### Pledge of Allegiance

The Pledge of Allegiance was led by Aldermen Shawn Bolerjack.

#### **Opening Prayer**

Opening prayer was led by Public Works Mark Nash.

#### **Roll Call**

Council Members present included Kala Sisco, Shawn Bolerjack, Kyle Williams, and Amanda Duncan. Others in attendance were: City Administrator Sally Burbridge, City Clerk Tammy Koller, Chief of Police Joe Chase, Public Works Director Mark Nash, Finance Director Stacey Houston and Parks and Recreation Director Melissa Dubois.

Citizens in attendance were: Mary Ann Curley, Debbie Murphy, Sue Wood, Stan Podorski (KSMO), Patti McKewon, Annie Deathridge, Ben Johnson (Salem News), and David Weiss.

#### Approve Agenda

Alderman Williams moved to approve the agenda with the following changes: change the date to July 25, 2023, change Bill No. 3553 to second reading, and remove closed session for contracts. Seconded by Alderwoman Sisco.

The vote was 4 Aye- Williams, Sisco, Bolerjack, and Duncan. 0 Nay. Motion Carried

#### **Consent Agenda**

July 11, 2023, Regular Meeting Minutes
July 18, 2023, Special Meeting Minutes
July 12,2023 Utility Committee Meeting Minutes
Alderman Williams moved to approve the Consent Agenda.
Seconded by Alderwoman Sisco.
The vote was 4 Aye- Williams, Sisco, Bolerjack, and Duncan. 0 Nay. Motion carried.

#### **Hearing of Persons**

No hearing of persons this agenda.

#### New and Miscellaneous Business

#### **Bid-Batwing Bushhog**

Alderwoman Sisco moved to approve the bid from Heritage Tractor for \$22,000.00 Seconded by Alderwoman Duncan. The vote was 4 Aye-Sisco, Duncan Williams, and Bolerjack. 0 Nay. Motion carried.

#### Rood & Associates Invoice

Alderman Williams moved to approve the invoice from Rood & Associates. Seconded by Alderwoman Sisco. The vote was 4 Aye-Williams, Sisco, Bolerjack, and Duncan. 0 Nay. Motion carried.

#### Financials

Finance Director Stacey Houston presented the financial update.

#### **Old Business**

No old business this agenda.

#### Reading of Bills (First Reading)

# Bill No. 3554 - An ordinance amending the annual budget for the City of Salem, Missouri beginning July 1, 2022, and appropriating funds pursuant thereto.

City Clerk Koller read the first reading of Bill No. 3554 by caption only. No vote.

#### **Reading of Bills (Second Reading)**

Bill No. 3553 - An ordinance of the City of Salem, Missouri to authorize the mayor to execute contracts between the City of Salem, Missouri and the Missouri Highways and Transportation Commission to aid for construction of a 6-Unit T-Hangar Project at the Salem Memorial Airport (K33).

Alderwoman Sisco moved to approve Bill No. 3553.

Seconded by Alderman Williams.

The vote was 4 Aye-Sisco, Williams, Bolerjack, and Duncan. 0 Nay. Bill No. 3553 passed as Ordinance 3553.

#### **Reports of City Officials, Boards and Committees**

City Administrator Sally Burbridge had nothing to report.

Public Works Director Mark Nash reported they started pulling reads today for the next billing cycle.

Parks and Recreation Director Melissa Dubois announced there will be a night swim at the pool July 31 - August 2 from 6:30 PM to 9:00 PM. The cost will be \$5.00. They will be honoring pool passes.

Parks and Recreation Director Melissa Dubois thanked all the community members that were volunteer presenters.

Parks and Recreation Director Melissa Dubois thanked Alderwoman Sisco for her willingness to help anytime she is needed.

Parks and Recreation Director Melissa Dubois reported the pool will close August 13 this year due to lack of manpower to keep it open after that date.

Alderwoman Kala Sisco reported the back-to-school bash will be August 16, 17, & 18 at the Commons. For more information, you may call Pastor Lyndel and Ashley Decker at 573-466-9156.

Alderwoman Kala Sisco reported Intercounty Electric will be having a movie night July 29<sup>th</sup> at the first pavilion as you enter the park. Please bring your own snacks and seating.

Alderwoman Kala Sisco reported she is working on changing the name of Community Service Committee. She is looking for committee members. If you are a committee member and are interested in continuing to serve, please contact Alderwoman Sisco by city email or call the city administration building. All seats will be filled except for one.

Alderman Shawn Bolerjack had nothing to report.

Alderman Kyle Williams had nothing to report.

Alderwoman Amanda Duncan had nothing to report.

#### Adjournment

Mayor Greg Parker adjourned the meeting at 6:31 p.m.

Tammy Koller City Koller

APPROVED:

Greg Parker Mayor

ATTEST:

Tammy Koller City Clerk

MISSOURI DEPARTMENT OF REVENUE TAXATION DIVISION PO BOX 3380	
SALES TAX DISTRIBUTION DEPOSIT NOTICE	Date: July 06, 2023
	POLITICAL SUBDIVISION ID: 65234000
•1• 1 1 1111 1  1   1   1  ••·••1    11  •1111•• 11 111111       1 SALEM	Notice Number: 2040957312
CITY CLERK 400 N IRON ST	Distribution Month: June 2023
SALEM MO 65560-1429	Telephone: 573-751-4876 Fax: 573-522-1160 Email: localgov@dor.mo.gov

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the June 2023 collections as follows

Deposit Date	07/07/2023		
Tax Type Code	200		
TaxType Name	CITY		
Bank Name	BANK OF SALEM		
Account Number (Last Four Digts)	0117		
Tax Distribution	\$126,007.18		
Interest Distribution	\$0.00		
Amount Deposited	\$126,007.18		

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

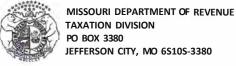
Account History					
Period	2023 Compared to 2022				
June 2023	\$120,194.10	\$122,954.41	\$126,007.18	\$2,760.31	\$3,052.77
Year-to-Date	\$654,179.45	\$705,324.49	\$771,703.98	\$51,145.04	\$66,379.49

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

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

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

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



SALES TAX DISTRIBUTION DEPOSIT NOTICE	Date: July 06, 2023		
0007-000	POLITICAL SUBDIVISION ID: 65234000		
, 1 <sup>11,</sup> 11 <sup>11</sup> , 1 <sup>1</sup> 1 <sup>11</sup> , 1 <sup>11</sup> , 1 <sup>1</sup>	Notice Number: 2040958374		
CITY CLERK 400 N IRON ST	Distribution Month: June 2023		
SALEM MO 65560-1429	Telephone: 573-751-4876 Fax: 573-522-1160 Email: localgov@dor.mo.gov		

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the June 2023 collections as follows

Deposit Date	07/07/2023		
Tax Type Code	210		
TaxType Name	CITY CAPITAL IMPROVEMENTS		
Bank Name	BANK OF SALEM		
Account Number (Last Four Digts)	0117		
Tax Distribution	\$63,003.68		
Interest Distribution	\$0.00		
Amount Deposited	\$63,003.68		

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

Account History					
Period         2021         2022         2023         2022         2020           Compared to         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021         2021					
June 2023	\$60,097.11	\$61,477.16	\$63,003.68	\$1,380.05	\$1,526.52
Year-to-Date	\$327,089.37	\$352,662.31	\$385,852.49	\$25,572.94	\$33,190.18

You can access the E>epartment's "Local Taxes Financial Statement" forihis month athttp://dor.mo.gov/business/citycounty.

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

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

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

MISSOURI DEPARTMENT OF REVENUE TAXATION DIVISION PO BOX 3380 JEFFERSON CITY, MO 65105-3380 SALES TAX DISTRIBUTION DEPOSIT NOTICE 0007-000			
	Date: July 06, 2023		
0007-000      111-  -1  111-  11  11  111-  11  1111-  111-  111-  111-  111-  111-  111-  111-  111-  111-  111-  111-	POLITICAL SUBDIVISION ID: 65234000		
SALEM	Notice Number: 2040958916		
CITY CLERK 400 N IRON ST	Distribution Month: June 2023		
SALEM MO 65560-1429	Telephone: 573-751-4876 Fax: 573-522-1160 Email: localgov@dor.mo.gov		

The Missouri Department of Revenue distributed your local sales tax by electronic funds transfer (ACH) for your credit and use for the June 2023 collections as follows

Deposit Date	07/07/2023
Tax Type Code	260
TaxType Name	CITY STORM WATER/LOCAL PARKS
Bank Name	BANK OF SALEM
Account Number (Last Four Digts)	0117
Tax Distribution	\$47,252.79
Interest Distribution	\$0.00
Amount Deposited	\$47,252.79

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

		Account	History		
Period	2021	2022	2023	2022 Compared to 2021	2023 Compared to 2022
June 2023	\$45,117.94	\$46,107.95	\$47,252.79	\$990.01	\$1,144.84
Year-to-Date	\$245,629.61	\$264,435.38	\$289,376.65	\$18,805.77	\$24,941.27

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

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

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

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

CITY OF SALEM CITY CLERK 400 N IRON ST SALEM MO 65560

MISSOURI DEPARTMENT OF REVENUE

07/18/23

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR MONIES TOTALING \$ 20,042.62 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

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

MOTOR FUEL TAX	\$ 14,012.19
MOTOR V SALES TAX	\$ 4,440.56
MOTOR V FEE INCREASES	\$ 1,589.87

FOR YOUR CREDIT AND USE ON 07/19/23. IF YOU DO NOT RECEIVE YOUR DISTRIBUTION OR IF YOU HAVE QUESTIONS CONCERNING THE AMOUNT OF YOUR DISTRIBUTION, PLEASE CONTACT THE MISSOURI DEPARTMENT OF REVENUE AT (573) 751-2611.

#### **Salem Police Department**

500 N Jackson St., Salem, MO 65560

#### **Incident Time Analysis Report A**

All times shown in Minutes : Seconds

Report By:All CategoriesDate Range:From 07/01/2023 00:00 to 07/31/2023 23:59Precinct/Sector/Geo/Ward:All Precincts, Sectors, ESZs, Geos, Wards

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
911 HANG UP		1	0:25	1:01	2:28	0.20
ABANDONED VEHICLE		2	3:07	4:21	4:53	0.40
ACCIDENT		9	1:16	3:36	12:31	1.79
ALARM	COMMERCIAL	5	1:45	1:53	4:02	0.99
ALARM	RESIDENTIAL	1	1:04	2:20	4:07	0.20
AMBULANCE CALL		24	1:03	1:56	12:26	4.76
ANIMAL CALL		29	17:13	3:24	16:32	5.75
AREA CHECK		10	0:45	0:33	4:27	1.98
ASSAULT/FIGHT	IN PROGRESS	1	1:15	0:52	13:17	0.20
ASSAULT/FIGHT	NOT IN PROGRESS	3	0:40	2:36	19:16	0.60
ASSIST OTHER AGENCY		8	1:34	0:56	18:02	1.59
BURGLARY	IN PROGRESS	2	2:00	0:13	54:49	0.40
BURGLARY	NOT IN PROGRESS	3	1:33	15:39	16:57	0.60
CALL FOR SERVICE		31	1:43	4:42	10:22	6.15
CHECK THE WELL BEING		21	2:50	1:56	17:41	4.17
CIVIL MATTER		7	1:20	2:02	25:52	1.39
COURT		2		0:00	196:49	0.40
COURTESY TRANSPORT		1	0:51	26:57	3:06	0.20
DISTURBANCE	PHYSICAL	2	2:16	3:23	41:01	0.40
DISTURBANCE	VERBAL	12	2:42	2:08	15:08	2.38
DOMESTIC	IN PROGRESS	22	1:00	1:31	17:06	4.37
DOMESTIC	NOT IN PROGRESS	2	7:21	11:15	15:07	0.40
ESCORT		4	56:53	1:33	27:41	0.79
EXPARTE VIOLATION	NOT IN PROGRESS	3	515:36	3:38	6:31	0.60
FIRE CALL		2	0:53	3:04	31:06	0.40
FOLLOW UP INVESTIGATION		57	2:14	2:27	30:33	11.31
FOUND PROPERTY		1	1:20	3:31	1:05	0.20
FRAUD		1	0:21	4:22	10:17	0.20
HARASSMENT		3	3:20	1:01	26:39	0.60
HOTLINE CALL		1	1:21	2:03	11:14	0.20
INFORMATION		10	0:42	0:46	16:52	1.98
INTOXICATED PEDESTRIAN		1	1:01	7:04	4:07	0.20
JUVENILE PROBLEM		1		0:00	1:50	0.20
KEEP THE PEACE		1		0:00	6:32	0.20
LIFT ASSIST		6	0:38	2:09	9:43	1.19
LOST/STOLEN PROPERTY		1		0:00	29:25	0.20
MISC ADMIN DUTY		26	1:56	0:16	56:33	5.16
MISC HAZARD		4	1:41	0:01	0:13	0.79
MISC OFFENSE		3	3:08	3:12	15:49	0.60

#### **Salem Police Department**

500 N Jackson St., Salem, MO 65560

#### Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By:All CategoriesDate Range:From 07/01/2023 00:00 to 07/31/2023 23:59Precinct/Sector/Geo/Ward:All Precincts, Sectors, ESZs, Geos, Wards

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
MISSING PERSON		2	2:06	0:58	23:18	0.40
MOTORIST ASSIST		3	0:50	3:29	0:23	0.60
NUISANCE VIOLATION		1		0:00	8:26	0.20
OPEN DOOR		1		0:00	5:58	0.20
PANHANDLING		2	0:22	1:01	8:58	0.40
PEACE DISTURBANCE		2	1:31	10:59	0:10	0.40
PEDESTRIAN CHECK		3	0:51	0:53	16:41	0.60
POWER OUTAGE		14	1:55	13:34	96:22	2.78
PRISONER TRANSPORT		3	43:00	26:17	38:55	0.60
PROPERTY DAMAGE		7	2:07	5:46	12:44	1.39
PROWLER		1	1:48	0:51	6:44	0.20
SHOPLIFTER		1	0:44	0:56	19:53	0.20
SHOTS FIRED		1	4:54	0:00	63:13	0.20
STEALING	NOT IN PROGRESS	8	3:27	3:59	16:34	1.59
STREET DEPT CALL OUT		1		0:00	37:45	0.20
SUICIDAL PERSON		1	1:11	9:20	22:30	0.20
SUSPICIOUS CIRCUMSTANCE	S	10	1:19	2:02	11:34	1.98
SUSPICIOUS SUBJECT		7	2:05	3:33	7:59	1.39
SUSPICIOUS VEHICLE		8	1:11	1:45	10:54	1.59
TOWED VEHICLE		1		0:00	1:12	0.20
TRAFFIC COMPLAINT		3	2:00	3:32	3:09	0.60
TRAFFIC STOP		63	1:36	0:00	6:19	12.50
TRESPASSING		4	1:01	4:22	17:54	0.79
UCR		13	51:28	21:41	1:38	2.58
WALK - IN		5	2:55	4:25	36:28	0.99
WALK THROUGH		12	0:17	0:00	25:07	2.38
WARRANT ATTEMPT		4	0:53	0:25	4:15	0.79

Total Incidents For Date Range	504	
Average Stacked Time	9:14	min : sec
Average Response Time	2:56	min : sec
Average On Scene Time	20:10	min : sec

# **Staff Summary Report**

MEETING DATE:	August 8, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Sanitation Bid Approval
ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Approval of Bids for Sanitation Services
SUMMARY BY:	Sally Burbridge

#### **PROJECT DESCRIPTION / FACTS**

The City of Salem contracts for curbside pickup of both trash and recycling services. WCA has held this contract for the past several contract rounds (3 years each). This time, same as last the City put out a Request for Bids for both solid waste collection and recycling, WCA was the only respondent.

WCA's proposal meets all the selection criteria as listed in the RFB with the exception of including recycling services.

Services included in WCA's proposal:

- Provide containers and collection services for City sponsored events at no charge.
- "Roll Out Service" to any resident, senior or disabled, with stipulations.
- Waste is diverted to Black Oak Landfill in Hartville, MO for disposal.
- Current Certificate of Insurance on file (automatically renewed annually).
- Complies with Local, State, and Federal rules and regulations.
- Track and record any service complaints connected with the provision of waste services.
- Provide Citywide clean-ups: Spring & Fall at no additional cost.
- Waste removal shall be provided once per week to all residents. Residents may contact WCA for additional services as needed with cost billed directly to the resident.
- Municipal Facilities provided commercial containers and serviced weekly at no additional cost.
- Responsibility for cart replacement or repair shall be the responsibility of WCA at no additional cost.

WCA's proposal does recommend a committee of the City to work with WCA on establishing a public Recycle Drop-off Site with DNR's assistance for the community.

Proposed costs in new contract for weekly solid waste curbside service – no recycling (If City Bills/Collects for Residential Svs):

Residential Rates 2023	
Within City Limits	\$18.00
Senior Citizens within City Limits	\$17.00
Utilities Outside City Limits	\$21.00
Residential Rates 2024	
Within City Limits	\$18.90
Senior Citizens within City Limits	\$17.85

Utilities Outside City Limits	\$22.05
Residential Rates 2025	
Within City Limits	\$19.85
Senior Citizens within City Limits	\$18.74
Utilities Outside City Limits	\$23.15

#### PROCUREMENT

Request for Bids was published on the City's website on July 7, 2023, and subsequently in The Salem News on July 11, 2023. Public Bid opening was held on July 28, 2023, at 3:15 pm at the Old City Hall Council Chambers.

#### **FISCAL IMPACTS**

Included in the City's current budget is \$365,400 for Charges for Service, and \$361,100 for Expenses for service. Both lines will need a budget adjustment at the end of the year since new rates were not available during budget preparation.

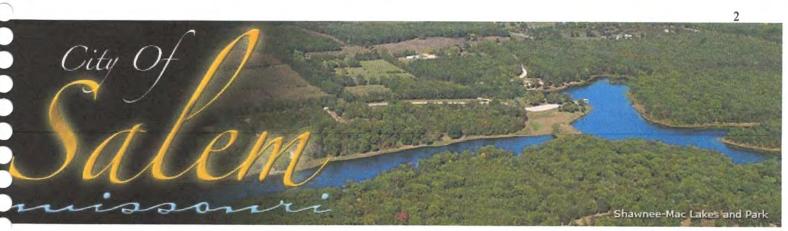
Please note – the above listed rates are what WCA would charge the city. Historically an additional \$.50 has been added monthly to each account to cover the cost to the city of billing/collecting the rates from citizens on WCA's behalf. Staff recommend continuing the additional \$.50 per account/monthly.

SUPPORT DOCUMENTS:	WCA Residential Solid Waste and Recycle Proposal for the
	City of Salem

**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Bid from WCA for Solid Waste Services without Recycling.

NOTE - The Board of Aldermen reserves the right to refuse all bids received if;

- 1. The City did not receive enough bids and believes re-issuing the RFB will garner more proposals and therefore be more competitive;
- 2. If bids received do not meet the needs of the City, the RFB may need to be rewritten and resolicited.





# RESIDENTIAL SOLID WASTE AND RECYCLE PROPOSAL FOR THE CITY OF SALEM

Bids Due July 28th, 2023



July 28, 2023

3

City of Salem Mayor and Board of Alderman 400 N Iron Salem, MO 65560

RE: Contract Solid Waste Pickup and Disposal Services with Curbside Recycle Service

MS. Burbridge,

WCA is proud of servicing the City of Salem for the last 21 years. Per the RFP published by the City, WCA has prepared a comprehensive proposal for the City's consideration.

WCA desires to continue serving the residents of Salem with curbside waste removal using a 96-gallon trashcart provided to all citizens placed at the at the curb as currently in place.





However, due to the continued changes in the recycle market, as well as the ability to hire and retain superior employees, cope with escalating cost of operations, etc. we find it necessary to adapt our service levels to continue to meet the expectations of the residential community to which they have become accustomed.

Thank you for your interest in enhancing the appearance of your community as well as providing a superior service for the Residents of the City of Salem.

Should there be any further questions or necessary discussions, WCA would be pleased to partner with the Salem Community and address any concerns. Please feel welcome to contact me, Max Murray, at 417/849-6988 or email of mmurray@gflenv, or our District Manager, Scott Blanford, 417/353-9800 or email at sblanford @gflenv.com.

#### BUILDING A PARTNERSHIP WITH THE CITY OF SALEM FOR MORE THAN 21 YEARS.

BY: Max Murray GFL WCA Municipal Marketing



#### TAB 1

City of Salem, Missouri

**Request For Bids** 



# CITY OF SALEM, MISSOURI REQUEST FOR BIDS

Title:

Date Issued:

Due Date and Time:

Submit SEALED Proposals To:

Solid Waste Pickup and Disposal

July 7, 2023

July 28, 2023; 3:00 PM

City of Salem, Missouri Office of City Clerk 400 N. Iron Street Salem, MO 65560

#### **INTRODUCTION**

The City of Salem is requesting sealed bids for Contract Solid Waste pickup and disposal services and Curb Side Recycling. Bids should be submitted with solid waste pickup and recycling or solid waste pickup only. Bids will be accepted until 3:00 p.m. Friday, July 28, 2023. Bids are for a three-year contract to commence on September 1, 2023, until August 31, 2026. Please write "SOLID WASTE BID" on envelope and mail to City Clerk, City of Salem, 400 North Iron Street, Salem, Missouri, 65560. The City reserves the right to refuse any and/or all bids.

Questions regarding this RFB should be addressed to Sally Burbridge, City Administrator, <u>cityadministrator@salemmo.com</u>, 573-729-4811. Please check our website at <u>https://www.salemmo.com/city/government/bids/index.php</u> for the latest updates to this packet prior to submitting your bid.

#### **BACKGROUND INFORMATION**

The City of Salem, Missouri, is in the middle of the Missouri Ozarks. The 2021 US Census, American Community Survey estimates approximately 4,623 residents. The City of Salem, Missouri, is a fourth-class city and operates under a Mayor/Board of Aldermen/City Administrator form of government, providing a wide variety of public services, including police, parks and recreation, a municipal airport, street maintenance, electric, water and wastewater treatment services.

#### SCOPE OF SERVICE

The Solid Waste Pickup and Disposal may include, but are not limited to the following services:

- 1. Weekday, curbside, pickup, transportation, and disposal of residential solid waste.
- Weekday, curbside, pickup, transportation, and delivery to recycling facility of residential recycling materials.

#### SCHEDULE

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

Release of advertisements of RFB	July 7, 2023
Deadline for questions	July 24, 2022
Proposal submission deadline	July 28, 2023 @ 3 PM
Bid Opening @ City Hall Council Chambers, 202 N. Washington St., Salem, MO 65560	July 28, 2023 @ 3:15 PM
Final Selection & Board Approval	August 8, 2023

### PROPOSAL SUBMISSION AND AWARD

#### Submission

1

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All proposals must be received by the City Clerk, City of Salem, Missouri, 400 N Iron Street, Salem, Missouri 65560 prior to 3:00 p.m., Central Standard Time, on Friday, July 28, 2023.

<u>Bid opening will be at 3:15 pm on Friday, July 28, 2023 at the City Hall Council Chambers,</u> 202 N. Washington St., Salem, MO.

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

- 1. Cover letter including statement of understanding of the services being requested and any other information that would assist the City in making a selection.
- 2. Organizational Overview: A description of the applicant's organization, years in existence, and structure.
- 3. Qualifications: Provide a summary of the key strengths and qualifications of your firm and an overview of the capabilities your firm would offer in delivering the requested services and scope (experience in providing the requested services).
- 4. List of References:
  - a. Provide a minimum of three references being municipal or state government entities of with which your firm has provided similar services.

#### Cost of Proposal:

- 1. Provide the fee schedule that your firm will use to charge the City for providing services as outlined in the Scope of Services.
- 2. Any additional fees or costs for the services identified in this RFB that are not included in the fees presented.

#### Award and Selection

Each proposal will be evaluated based on the following criteria:

- 1. Experience & Qualifications
- 2. Ability to provide services as outlined in RFB Scope of Services
- 3. Schedule of fees related to proposed and additional costs

All proposals shall be accepted or rejected by the City of Salem, Missouri, Board of Aldermen.

TAB 2

Overview



# WCA Partners with the City of Salem

# Service is not just about price; service is a long term commitment of resources and experience in taking care of customers with proven results!

#### PAST EXPERIENCE

- Waste Corporation, also recognized as Wilco Hauling, has served the State of Missouri for the last 23 + years as the Contractor of Choice with an exemplary service record.
- Waste Corporation has a proven record of providing price stability for Municipal Customers, allowing Cities to budget costs as well as anticipate City revenues based upon waste administrative fees created through billing services for waste disposal. A point of fact is that WCA's recommended pricing is based upon the current cost of operations which have increased significantly in the last two years.
- Waste Corporation has pursued the initiative to introduce residential carts to our Municipal partners as an optional service to enhance the waste service for the residents of City. Cart services have been instrumental in improving the "curb appeal" of the residential streets with a neat and orderly system. WCA has see the cart service become the basic standard for all residential streets.



system. WCA has see the cart service become the basic standard for all residents within the City Limits.

• Waste Corporation has provided citywide cleanups each year allowing Salem residents to keep their neighborhoods from becoming cluttered and free of excess debris.

- Employment WCA believes in hiring local employees. We invest in our employees by providing superior benefits and insurance coverage.
- Safety WCA invests heavily in driver training and equipment maintenance to insure our communities that our drivers have the latest and most effective training to protect our customer's property and provide an environmentally friendly service to protect our natural resources. Safety is not just a word, it is a culture of behavior.
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#### BENEFITS OF SERVICES WITH WASTE CORPORATION

- City budgets can be built annually relying on minimal price adjustments on a predetermined schedule.
- No Interruption in service WCA is capable of continuing the City contract based upon availability of Company resources of equipment an labor.
- Experienced Driver Salem's primary driver / drivers have provided services to many communities for several years thus having a unique perspective of Municipal needs
- · Customer's time of service does not vary once drivers learn the peculiarities of a new City
- · Any residential carts in service are replaced / maintained by WCA
- Proven Performance
- Emergency capabilities See information relative to the Joplin tornado of 2011.
- Free Municipal facility services
- Generation of City revenue through administrative fees residential fees billed by the City can be adjusted as needed to recoup any expenses experienced by the City for providing services.

WCA has proven experience with servicing Municipalities and strive to form a partnership with the communities we serve.

Environmental Responsibility - Please see WCA Waste-to-Energy Conversion at the Landfill.

Lastly, why have this, ..... when you could have this?





#### Joplin Missouri May 23, 2011 Tornado Facts

- Tornado was an F5 that destroyed 8,000 structures including 300 businesses, employing 4,000 and was estimated to cost \$3 billion to cleanup and rebuild.
- WCA operates a solid waste transfer station within 1 mile of the disaster area. Our landfill is 60 miles north of Joplin.
- WCA requested a permit modification from the Missouri Department of Natural Resources (MDNR) to expand our current transfer. The modification would allow for outdoor operations.
- WCA was granted the permit modification from MDNR within 24 hours of the disaster. WCA built a 7 acre open air transfer station within 72 hours of the issuance of the permit. The temporary station included three scales and scale offices, USACE viewing stations, unloading and loading area.
- WCA contracted with the USACE to accept debris trucks (clam trucks) from the disaster field and re-load them into 120 yard transfer trailers. Material was transported to our Oak Grove Landfill.
- WCA processed 4,099 debris trucks 1,700 roll-offs and disposed of 52,998 tons of material from May 23<sup>rd</sup> to August 7<sup>th</sup>.
- WCA was also involved with the disposal of ACM that was associated with structures that were
  not completely leveled.



Joplin, Missouri Transfer Site for Major F5 Tornado debris - May 2011



#### WCA GREEN INITIATIVES

WCA owns and operates the Black Oak Landfill in Hartville Missouri. The facility handles approximately 1,150 Tons per day of waste from a large region including Rolla, Lebanon, Lake Ozark, Springfield, Salem, West Plains, and much more. Materials collected via a contract with St. Roberts, Missouri will ultimately be directed to the Black Oak Landfill for processing and disposal.

An integral part of WCA's landfill operations is to collect the methane gas generated from the landfill, and partnering with Missouri Utility Alliance, to power two gas to electric generating engines. The two engines are capable of producing 3.5 Megawatts of electricity which is then directed back into the power grid and used for public consumption.

The Black Oak Waste to Energy Facility not only helps generate green electricity, but it also allows for multiple opportunities to refine the recovery process and promote conversion processes.

Green Initiatives, Sustainability Programs, LEED Participation, Landfill Diversion, and Recycling are all ways in which WCA focuses on protecting our environment while extending the life of our natural resources.





Qualifications

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Waste Corporation of Missouri LLC is a wholly owned subsidiary of Green for Life Environmental Company who is the fourth largest National Waste Provider in the United States. As GFL, we have a presence in at least 22 States in the U.S. as well as multiple Provinces in Canada

As WCA of Missouri LLC, we provide service in more than half of the Counties in Missouri as well as operations in Kansas and Oklahoma. The operations of WCA MO-South encompass 2 State of the art Landfills, 6 Transfer Stations, and 4 Hauling Divisions in Southern Missouri and Kansas. With multiple operating Sites we have the ability to transfer / relocate resources to cover emergencies and contracted services to ensure that our Customers are taken care of.

The current Territory Manager is Scott Blanford who began his employment with WCA in 2008 and has extensive experience in all operational processes for hauling service, transfer operations, and landfill operations. Ultimately, Scott is responsible for the entire Missouri – South operational footprint.

Justin Kroese is the Operations Manager for the Wilco Hauling Division that operates from the Hartville Landfill facility and has immediate responsibility for waste services in Salem and other contracted Municipalities WCA services.

Max Murray is the Municipal Representative that monitors Missouri – South municipal communities to make certain any service issues or needs are addressed in a timely manner. Should the need arise, Max attends Council meetings to represent WCA and assist in issue resolution as well as making City visits to keep in touch with City Staff and maintain lines of communication.

Our WCA driver, Greg, is the front line contact the Community of Salem sees each week. Greg takes great pride in the services he performs and goes out of his way to maintain a great relationship with his customers. Greg is the first point of contact to identify any issues that might impact our service operations and makes every effort to mitigate any issues.

WCA of Missouri – South has more than 20 Municipal Contracts and is constantly seeking to better our performance to serve our Customers.

As a professional business, WCA has documentation of our Business in Good Standing with the State of Missouri, extensive insurance protection, and required E-Verify Status – documents attached.

# STATE OF MISSOURI



#### John R. Ashcroft Secretary of State

#### CORPORATION DIVISION CERTIFICATE OF GOOD STANDING

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

#### WASTE CORPORATION OF MISSOURI, LLC

using in Missouri the name

#### WCA of Missouri, LLC FL001415520

a DELAWARE entity was created under the laws of this State on the 2nd day of February, 2016, and is Active, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 1st day of September, 2022.

Certification Number: CERT-09012022-0010



If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy this certificate does not confer rights to the certificate holder in lieu of such endo RODUCER JFP Property & Casualty Services(Primary Casualty) 5 Executive Drive, Plainview, NY 11803 JFP Canada Corp* 100 King Street West -Suite 5140 oronto ON M5X 1E1 SURED SFL Environmental Holdings (US), Inc ind its subsidiaries 301 Benson Drive - Suite 601 Raleigh NC 27609 CERTIFICATE NUMBER: 1070618818 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY TI EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN RE SR TYPE OF INSURANCE INSURER INSURANCE AFFORDED BY TI EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN RE SR TYPE OF INSURANCE ADDLISUBR A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR CLAIMS-MADE X OCCUR	D OR ALTE ONTRACT E es) must hav y, certain po orsement(s) T COMPLEX Ext): 516-327 s: RiskCerts INS RA: National RB: Chubb Im RC: AIU Insur RD: RE: RF: H ISSUED TO CONTRACT HE POLICIES	THE INSURE OR OTHER IS SETWEEN T Pe ADDITION Dices may in RISK NE 7-2700 Confp.com URER(S) AFFOR Union Fire In Isurance Compa THE INSURE OR OTHER IS S DESCRIBED PAID CLAIMS.	VERAGE AFFORDED E THE ISSUING INSURER IAL INSURED provision require an endorsement FAX (A/C, No): ROING COVERAGE ISSURANCE Company of Pitt Inpany of Canada any REVISION NUMBER: ED NAMED ABOVE FOR T DOCUMENT WITH RESPE	BY THE POLICIES (S), AUTHORIZED as or be endorsed. t. A statement on 516-327-2800 NAIC # sburg 19445 19399 HE POLICY PERIOD CT TO WHICH THIS	
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		6/1/2024	EACH OCCURRENCE DAMAGE TO RENTED	\$ 5,000,000	
			PREMISES (Ea occurrence)	\$ 1,000,000	
			MED EXP (Any one person)	\$ 10,000	
			PERSONAL & ADV INJURY	\$ 5,000,000	
GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	\$ 20,000,000	
X POLICY PRO- JECT LOC			PRODUCTS - COMP/OP AGG	\$ 5,000,000 \$ 5,000,000	
OTTELL EXEMPLOYING	6/1/2023	6/1/2024	Loc/Project Agg COMBINED SINGLE LIMIT	\$ 5,000,000	
AUTOMOBILE LIABILITY 9767484 X ANY AUTO 9767485	6/1/2023	6/1/2024	(Ea accident) BODILY INJURY (Per person)	\$ 5,000,000	
OWNED SCHEDULED			BODILY INJURY (Per accident)		
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WORKERS COMPENSATION WC013755789	6/1/2023	6/1/2024	X PER OTH- STATUTE ER		
C AND EMPLOYERS' LIABILITY Y/N WC013755790	6/1/2023 6/1/2023	6/1/2024 6/1/2024	E.L. EACH ACCIDENT	\$ 5,000,000	
OFFICER/MEMBER EXCLUDED?	0/1/2023	OF TILOL4	E.L. DISEASE - EA EMPLOYEE	1 ALCONDUCT	
If yes, describe under DESCRIPTION OF OPERATIONS below	1.1.1		E.L. DISEASE - POLICY LIMIT		
ESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be a	attached if more	space is require	ed)		

#### GFL NAMED INSURED CERTIFICATE ATTACHMENT GFL EVIRONMENTAL HOLDINGS (US), INC.

American Waste Transfer Station, LLC American Waste, Inc. Baldwin Pontiac LLC County Recycling, LLC County Waste of Fredericksburg, LLC County Waste of Pennsylvania, LLC County Waste of Virginia, LLC County Waste Southwest Virginia, LLC County Waste, LLC

CWV Holdco, Inc.

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**EMA Development, LLC** GFL Earth Services, Inc. GFL Environmental Real Property, Inc. GFL Environmental Recycling Services LLC GFL Environmental Services USA, Inc. GFL Environmental USA Inc. GFL Environmental USA Roll-Off Inc. GFL Holdco (US), LLC GFL North Michigan Landfill, LLC GFL Slim Jim 2, LLC GFL Slim Jim 3, LLC Green Ridge Recycling and Disposal Facility, LLC Hazar Bestos Corporation J&E Recycling, LLC Mead Holdings, LLC North Andrews Employment Park, LLC Northeastern Environmental, LLC Northeastern Exploration, Inc. Northern A-1 Industrial Services, L.L.C. Soil Safe of California, Inc. Soil Safe, Inc. South Andrews Employment Park, LLC Spare Lots, LLC SWD Specialties, LLC WCA Waste Corporation Wexford County Landfill, LLC Wexford Water Technologies LLC Wrangler Holdco Corp. Coulter Companies, Inc. PDC Services, Inc. Area Disposal Service, Inc. Wigand Disposal Company ADS Missouri Inc. Coulter Construction Company PDC Technical Services, Inc. PDC Landfills, Inc.

#### GFL EVIRONMENTAL HOLDINGS (US), INC. (Continued)

Tazewell County Landfill, Inc. Peoria Disposal Company Peoria City County Landfill, Inc. Coulter Properties, Inc. Area Landfills Inc. Hickory Ridge Landfill, Inc. Clinton Landfill, Inc. Area Recycling, Inc. Pink Trash Company Inc. dba Potomac Disposal

#### WASTE INDUSTRIES USA, LLC.

Alpine Disposal, Inc. Bestway Recycling, Inc. Black Creek Renewable Energy, LLC ETC of Georgia, LLC **Five Part Development, LLC GFL Everglades Holdings LLC** Haw River LandCo, LLC L&L Disposal, LLC Lakeway LandCo, LLC Lakeway Sanitation & Recycling C&D, LLC Lakeway Sanitation & Recycling MSW, LLC Laurens County Landfill, LLC Mountain States Packaging, LLC Ponderosa LandCo, LLC Red Rock Disposal, LLC S&S Enterprises of Mississippi, LLC Safeguard Landfill Management, LLC Sampson County Disposal, LLC Southeastern Disposal, LLC Transwaste Services, LLC Wake County Disposal, LLC Wake Reclamation, LLC Waste Industries Atlanta, LLC Waste Industries of Delaware, LLC Waste Industries of Maryland, LLC Waste Industries of Pennsylvania, LLC Waste Industries of Tennessee, LLC Waste Industries USA, LLC Waste Industries, LLC Waste Services of Decatur, LLC WI Burnt Poplar Transfer, LLC WI High Point Landfill, LLC WI Shiloh Landfill, LLC WI Taylor County Disposal, LLC Wilmington LandCo, LLC Wimberly Hill, LLC

#### GFL NAMED INSURED CERTIFICATE ATTACHMENT

#### WCA WASTES STEMS, INC.

ish Holdings, Inc. American Waste, LLC Eagle Ridge Landfill, LLC **Emerald Waste Services, LLC EWS Central Florida Hauling, LLC** Fort Bend Regional Landfill, L.P. Freedom Waste Service, LLC Grace Disposal Systems, L.L.C. Jones Sanitation, L.L.C. N.E. Land Fill, LLC Pauls Valley Landfil, LLC Royal Disposal and Recycle, LLC Ruffino Hills Transfer Station, L.P. Sooner Waste, LLC Sunbelt Leasing Enterprises, LLC Sunshine Recycling, Inc. Town & Country Disposal Solid Waste Transfer Station, LLC Town & Country Recycling, LLC Town and Country Disposal of Western Missouri, LLC Transit Waste, LLC TransLift, LLC **TRex Auto Auction, LLC** V.F. Waste Services, LLC Waste Corporation of Arkansas, LLC Waste Corporation of ansas, LLC Waste Corporation of Missouri, LLC (WCA of Missouri, LLC) Waste Corporation of Tennessee, LLC Waste Corporation of Texas, L.P. WCA ansas City Transfer, LLC WCA Cares, Inc. WCA Management Company, LP WCA Management General, Inc. WCA Management Limited, Inc. WCA of Alabama, L.L.C. WCA of Central Florida, Inc. WCA of Chickasha, LLC WCA of Florida, LLC WCA of klahoma, LLC WCA of St. Lucie, LLC WCA Texas Management General, Inc. WCA Waste Corporation WCA Waste Systems, Inc. WRH Gainesville Holdings, LLC WRH Gainesville, LLC WRH range City, LLC

#### **GFL EVERGLADES HOLDINGS LLC**

Advanced Disposal Services ion Landfill, Inc. Arbor Hills Landfill, Inc. Chestnut Valley Landfill, LLC Cobb County Transfer Station, LLC **Diller Transfer Station, LLC** Eagle Bluff Landfill, Inc. Eagle Point Landfill, LLC Emerald Park Landfill, LLC **GFL Illinois LLC GFL Muskego LLC GFL Pennsylvania LLC** GFL Solid Waste Midwest LLC GFL Solid Waste Southeast LLC Glacier Ridge Landfill, LLC Greentree Landfill, LLC **Gwinnett Transfer Station, LLC** Hickory Meadows Landfill, LLC Hoosier Landfill, Inc. Land & Gas Reclamation, Inc. Mallard Ridge Landfill, Inc. Mobile Transfer Station, LLC Montgomery Transfer Station, LLC Mountainview Landfill, Inc. pelika Transfer Station, LLC Renewable Energy Eagle Point, LLC Rolling Hills Landfill, Inc. Sandy Run Landfill, LLC Seven Mile Creek Landfill, LLC Smyrna Transfer Station, LLC Southern Alleghenies Landfill, Inc. Stone s Throw Landfill, LLC Tallassee Waste Disposal Center, Inc. Turkey Trot Landfill, LLC Welcome All Transfer Station, LLC Containers by Reaves, LLC Pine Hollow, Inc. PH Land, LLC. Reaves Wrecking Co. LLC. Alabama Dumpster Service, L.L.C. Rock N Bar D, LLC. Great American Disposal of Wisconsin, LLC. Wood Island Waste Management, Inc. Great American Environmental Services Inc.

Strouse Roll ff Inc. Strouse Construction Inc.

Pauls Industrial Garage Inc.

#### GFL NAMED INSURED CERTIFICATE ATTACHMENT

#### GFL EVIRONMENTAL HOLDINGS (US), INC. (Continued)

Sprint Waste Services, LP Sprint Fort Bend County Landfil, LP Sprint Recycling Center Northeast, LLC Sprint Montgomery County Landfil LP Triple S Compost LLC Sprint Waste of Texas, LP Shifflet s Waste Service LLC Mako Industries LLC Southwest Sanitation LLC Bunn Box, LLC (*effective 2/28/23*) Bunn Excavating GFL Environmental Services Heartland





Company ID Number: 40635 Client Company ID Number: 297548

#### THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A DESIGNATED AGENT

#### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS), <u>WCA Management Company, L.P.</u> (Employer), and <u>LawLogix Group, Inc.</u> (Designated Agent) regarding the Employer's and Designated Agent's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), the Employer, and the Designated Agent. References to the Employer include the Designated Agent when acting on behalf of the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

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

#### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

#### A. RESPONSIBILITIES OF SSA

- SSA agrees to provide the Employer (through the Designated Agent) with available information that will allow the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
- SSA agrees to provide the Employer and Designated Agent appropriate assistance with operational problems that may arise during the Employer's participation in E-Verify. SSA agrees to provide the Designated Agent with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

Page 1 of 15 | E-Verify MOU for Employer (Client) using a Designated Agent | Revision Date10/29/08

www.clhs.gov/E-Verify

TAB 4

Referrals

#### **Comparable Communities**

City of Lake Ozark 3162 Bagnell Dam Blvd Lake Ozark, MO 65049 Contact: City Administrator, Harrison Fry

City of Camdenton 473 West U.S. Highway 54 Camdenton, MO 65020 Contact: City Administrator, J. Jeff Hancock

City of Bunker 620 6<sup>th</sup> Street Bunker, MO 63629 Contact: City Clerk, Katrina

City of Salem 400 N Iron Street Salem, MO 65560 Contact: Mayor, Gary Brown

Fort Leonard Wood - Balfort Beatty PO Box 320 Ft Leonard wood, MO 65473 Contact: Maintenance Manager, Ron Hesteness

City of Houston 601 S Grand Houston, MO, 7542 3 Contact: Heather Sponsler

City of Greenfield - Referral attached

City of Sarcoxie - Referral attached

City of Rogersville - Referral attached

Additional references available upon request.



# **CITY OF GREENFIELD**

Phone: 417-637-2532

115 S. Main **GREENFIELD, MISSOURI 65661** 

Fax: 417-637-0403

July 11, 2023

To Whom it May Concern:

It is my pleasure to recommend GFL Environmental as a top-notch trash service. The City of Greenfield has enjoyed a pleasant and professional partnership with GFL since January 2015. Throughout this time, we have had very good route drivers who do an excellent job of servicing all the city's residential carts in a timely manner. Since day 1, GFL's drivers have made it a point to check in with us at City Hall twice on our service days. First thing in the morning to see if there are any issues that need to be addressed and again at the end of the day before they leave town to make sure there are no issues. That is great service!

Our account manager Max Murray has always kept in touch with us throughout the years either by phone call, email or stopping by our office to see how things are going. If we ever need a favor, Max is always a phone call away and acts immediately upon our request. We could not ask for a better account manager. Max feels like family. The support staff at GFL's Springfield plant are always helpful too. We can count on them to always provide the best service possible and are quick to respond to our phone calls and emails.

There are many companies out there that provide trash service and the choice is certainly yours to make but without a doubt the City of Greenfield can confidently say that GFL Environmental would be the best choice as your trash provider.

Sincerely,

Mark Davis City Clerk - Greenfield, MO

My contact info: City Hall 105 S. Grand Greenfield, MO 65661 417-637-2532 mark@greenfieldmo.org

111 N. 6<sup>th</sup> Street | PO Box 130 | Sarcoxie, MO 64862
 Phone: 417-548-7242 | Fax: 417-548-3108
 Website: www.sarcoxiemo.com

City of Sarcoxie



November 1, 2020

RE: WCA letter of recommendation

To whom it may concern:

WCA has provided residential trash service for the City of Sarcoxie since 2009. We continue to be extremely satisfied with all aspects of their service and consider them to be one of our most valuable and reliable vendors.

Their equipment is first rate. Poly carts are uniform, appear to age well, and are quick to be replaced if damaged. WCA allows the City to keep an inventory of poly carts which enables us to react quickly to get carts to new residents or to satisfy requests for extra carts. Their trucks are new, well-marked with flashing lights and decals, and ultra-quiet.

Our experience with their staff has been very satisfying. There are less missed trash pickups and upset customers when drivers stay on the same routes over the long term. WCA shares this belief. Jennifer, WCA's local driver rep, has been running the Sarcoxie route for at least the last four years. She not only does a great job she has become friends with our staff at City Hall as well as folks around the city. She has even been known to leave her truck to pull poly carts down to the street when people occasionally forget its trash day.

Resolution of occasional resident complaints is just a part of trash service. One thing we enjoy in our dealings with WCA is the ethics and tools they bring to such issues. Jennifer is great about trying to work through issues with trash pickups that are outside of the norm. She also does a good job communicating persistent issues to us so we can advise the resident of the issue. Trucks are equipped with cameras to provide proof of issues she can't take care of. This can range from poly carts not being at the curb or improper items in carts to low hanging tree limbs. Most issues are quickly addressed at the driver / city collector level. For the ultra-rare bigger issues, the management team at WCA is quick to respond to calls or emails.

I just can't say enough about WCA and the service they provide for our community. I highly recommend them for residential trash service.

Respectfully,

dell.

Don Triplett Mayor City of Sarcoxie mayor@sarcoxiemo.com

### City of Rogersville

PO Box 19, 211 E Center St Rogersville, Mo. 65742 Phone 417-753-2884 ext. 300 Fax 417-753-2871 cityclerk@rogersvillemo.org

July 10, 2023

To Whom It May Concern:

The City of Rogersville has been with WCA, now known as GFL for more then 15 years. If ever there is any issue, they are good to address it with us. Our Citizens have very much appreciated the curbside recycling. GFL has always been good to do our trash hailing day and bring us event trash cans.

Sincerely, linde X

Glenda Stegner, City Clerk City of Rogersville

TAB 5

#### WCA Proposal

**Cost of Services** 

#### WCA Service Proposal

WCA is in agreement with, and committed to abide by, the Bid Specifications as contained in the City's RFP as written with the exception of any recycle services.

WCA will recognize the Holiday schedule as recorded in the Proposal and shall provide containers and collection services for City sponsored events at no charge.

WCA shall offer a cart "roll out service" to any resident, senior or disabled, who is the sole occupant of any residential dwelling and determined to be unable to role carts curbside for servicing. The WCA driver shall roll the cart from the front of the home to the curb for service and return to same placement following dumping procedures. WCA drivers shall not be allowed to enter residential properties other than servicing recycle or waste carts at the front side of the home.

Wastes collected from the Salem community are diverted to Black Oak Landfill in Hartville, MO for final disposal. Black Oak landfill operates a waste to energy plant that is harvesting gases created by the decompensation of buried MSW materials.

Because WCA is the incumbent provider of services for the City of Salem, a current certificate of insurance is on file and due to automatically renew each year with City endorsements as written.

WCA shall comply with all Local, State, and Federal rules and regulations as pertain to the collection and disposal of waste materials collected in Salem.

WCA shall track and record any service complaints connected with the provision of waste services performed by WCA. The driver shall check with City Hall each day residential services are performed to identify and resolve any customer or service provider complaints. WCA shall arrange for the collection of any missed pickups within 24 hours of notification.

WCA shall provide Citywide clean-ups; one in Spring and one in Fall for all residents at no additional cost.

Per RFP specifications, waste removal shall be provided once per week to all residents. Residents may contact WCA for additional services as needed with cost of such being billed directly to the resident.

**RECYCLE OPPORTUNITY:** WCA would recommend the City of Salem assign a committee to work with WCA in establishing a public Recycle Drop-off Site, with DNR's assistance, for the Salem community.

#### **96 GALLON CART FOR TRASH**

#### **BID FORM**

	If City
	Bills/Collects
	Residential
D 11 (11D ( 2022	
Residential Rates 2023	
Residents within the City Limits	\$_18.00
Senior Citizens within the City Limits	\$_17.00_
Non-residents on City Utilities	\$21.00
Residential Rates 2024	
Residents within the City Limits	\$ 18.90
Senior Citizens within the City Limits	\$ 17.85
Non-residents on City Utilities	\$22.05
Residential Rates 2025	
Residents within the City Limits	\$ 19.85
Senior Citizens within the City Limits	\$ 18.74
Non-residents on City Utilities	\$23.15

#### Additional Service:

Municipal Facilities shall be provided commercial containers sufficient for the containerization of waste on a weekly basis and serviced at **no charge**.

City sponsored events such as Fairs, Celebrations, etc. shall be provided commercial containers and serviced as needed at **no charge**.

Disabled residents that are the sole occupant of their homes, shall be provided "roll-out" service where the WCA driver rolls their cart from the front of the house, empties it, and returns it to the home side at **no charge**.

WCA shall provide the residential community with two curbside City bulk item pickups, one in summer and one in fall, at **no additional charge**. Items accepted must comply with regulations as practiced by MO Landfill regulations and shall not include dirt, rock, construction or demolition wastes, liquids, tires, batteries, white goods, etc...

Residents may request additional 96 gallon carts serviced 1 x week at a cost of \$10.00 per extra cart.

Responsibility for cart replacement or repair shall be the responsibility of WCA at no additional charge.

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# 96 Gallon Trash Cart

WCA of Missouri LLC

July 24, 2023

Mox Murray

Max Murray Municipal Representative

# **Staff Summary Report**

MEETING DATE:	8/08/2023
AGENDA ITEM:	LORA MODULES
AGENDA TITLE:	NEXGRID WATER METERS
ACTION REQUESTED BY:	MARK NASH
ACTION REQUESTED:	PURCHASE LORA MODULES FOR WATER METERS
SUMMARY BY:	MARK NASH

#### **PROJECT DESCRIPTION / FACTS**

THESE MODULES WILL BE USED ON THE WEST SIDE OF TOWN IN AN AREA WHERE NO ELECTRIC METERS ARE AVAILABLE. THESE MODULES WILL SEND METER INFORMATION TO THE WI-FI SYSTEM THAY WAS INSTALLED AT THE AL BROWN FIELDS.

#### PROCUREMENT

THESE MODULES ARE NEXGRID EQUIPMENT

**FISCAL IMPACTS** 

THE PURCHASE WILL COME OUT OF COP FUNDS

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

DEPARTMENT'S RECOMMENDED MOTION: ASK THE BOARD OF ALDERMAN TO ALLOW PURCHASE OF LORA MODULES TO COME OUT OF COP

nexgric	QUOTE			100 Industrial Dr
novari	Our	ote # QSAL0308	323	Fredericksburg, VA 22408
IIGXUII	50	)W #		Toll Free: 1-833-NEXGRID
		PO #		
		Erin Scalp	h	
Salem, MC		Lini Scalp		arch 8, 2023
Item Part Number	Description	QTY	Unit Price	Extended Price
Water / Gas AMI Water/Gas AMI Commur 1 intelaMeter H2O - LoRa	nication Module intelaMeter Water Communication Module (Water Meter not included) - Nicor	40	\$139.84 Subtotal:	\$5,593.60 <b>\$5,593.60</b>
		Final Syst	em Cost:	\$5,593.60
Terms				
Customer is responsible for all shipping and	d receiving charges from POO Fredericksburg VA. Upon receipt of PO, Nexgrid will provide current lead ti	imes.		
	ning balance due upon hardware delivery, net 30 with approved credit. Late payments will be assessed a	late fee of one a	nd one-half percent	
	s. Service hours and customary expenses will be billed as incurred on a monthly basis.			
	ed warranty, all other hardware carries manufactures standard warranty.			
	ly to a firm, non-cancelable Purchase Order received within the Effective Period for the Products listed al	bove.		
-	lard and customary travel related expenses and per diem. known government or transportation charge is the responsibility of the customer. Quotes are valid for 30	davs		
Nexgrid		uuys.	Customer	
Eun Scalph	_			
Signature			Signature	
Erin Scalph				
Name	_		Name	
3/8/2023	_			
Date			Date	
	End of Quotation			

# **Staff Summary Report**

MEETING DATE:	8/08/2023
AGENDA ITEM:	LIFT STATIONS
AGENDA TITLE:	PREVENTATIVE MAINTENANCE AGREEMNET
ACTION REQUESTED BY:	MARK NASH
ACTION REQUESTED:	CITY ENTER INTO A MAINTENANCE AGRREMENT
SUMMARY BY:	MARK NASH

#### **PROJECT DESCRIPTION / FACTS**

THE CITY NOW HAS NINE (9) PUMPS AND FIVE (5) LIFT STATIONS. THIS PREVENTIVE MAINTENANCE AGREEMENT WOULD ALLOW PERSONEL FROM A COMPANY THAT IS HIGHLY TRAINED IN SUBMERSIBLE PUMP EQUIPMENT AND CONTROL PANELS TO TRACK THE PERFORMANCE OF SAID EQUIPMENT. PLUS, WITH THE AGREEMENT THE CITY WOULD HAVE A FULL 5 YEAR WARRANTY ON PUMPS RATHER THAN THE STANDARD PRORATED WARRANTY

#### PROCUREMENT

WE HAD ONE (1) COMPANY INTERESTED IN THIS TYPE OF AGREEMENT.

**FISCAL IMPACTS** 

THE FUNDS FOR THIS AGREEMENT WOULD COME OUT OF SPECIAL SERVICES. LINE ITEM 520-501-50700. There is \$89,000.00 is this line item

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

DEPARTMENT'S RECOMMENDED MOTION: ASK THE BOARD OF ALDERMAN TO ENTER INTO A THREE YEAR AGREEMENT WITH VANDEVANTER ENGINEERING FOR THE ANNUAL PREVENTIVE MAINTENANCE AGREEMENT.



Proposal No. OP-575248 June 16, 2023

#### **City of Salem, Mo**

#### - Annual Preventative Maintenance Agreement -

Per our recent discussions, Vandevanter Engineering has prepared the following Annual Preventative Maintenance Agreement. This Preventative Maintenance Agreement is for City of Salem's wastewater collections Lift Stations.

Preventative maintenance and inspections, when regularly scheduled and executed, have several impactful benefits. One such benefit is the detailed inventorying of your collections system which will provide greater visibility to critical assets and ultimately lead to enhancements of business decisions being made. The preventative maintenance program we are proposing will enable your team to track the performance of equipment and proactively plan/schedule repairs based on the inspection reports we provide upon completion of each Lift Station. One major benefit from partnering together on the Preventative program we are proposing is the identification and isolation of problems with equipment while they are minor in nature and less expensive to repair. Maintaining equipment in this fashion will ultimately extend the life of your equipment while reducing the possibilities of a more catastrophic event occurring. Simply put, a preventative maintenance program is an inexpensive insurance policy on City of Salem's collection systems and equipment against major failures, unexpected repairs, and station down time.

In addition to the listed benefits, should **Existing** pumps be replaced or **New** Flygt pumps added, under this preventative maintenance agreement Vandevanter will support of Flygt-Approved Warranty claims for the **Full 5-years at 100%** opposed to the Standard <u>Prorated</u> Warranty.

Our Service Technicians at Vandevanter Engineering have been trained in the principles of operation and maintenance. This includes but is not limited to; submersible pumping equipment, control panels, and are F/M approved by ITT FLYGT in the repair of said equipment and control panels which too includes explosion-proof pumping equipment.

Thank you for the opportunity to furnish this Annual Preventative Maintenance Agreement to City of Salem, Mo. We are grateful of your consideration in working together within the Lift Station, Controls, and all around Collection Pump systems.

Sincerely,

#### VANDEVANTER ENGINEERING

Fax: 636-343-1720 After Hours: 636-343-8880 VANDEVANTER ENGINEERING 1550 Larkin Williams Road Fenton, MO 63026

Proposal No. OP-575248 Page 1 of 5



*Enclosure:* Annual Preventative Maintenance Agreement | Scope and Equipment

**Date:** June 16, 2023 **Project Name:** Wastewater Lift Station Preventative Maintenance **Project Location:** Salem, Missouri

Vandevanter Engineering is pleased to offer a Pump/Control Panel Scheduled Annual Maintenance Agreement for the following equipment installed within the City of Salem's collections system

#### Scope of Agreement

A scheduled preventative maintenance agreement for **5 Lift Stations (9 Pumps)** will consist of a complete and thorough 11-Point Inspection of pumps and controls at each site. Upon completion of scheduled maintenance, the Point of Contact(s) will receive a detailed report of all worked performed, findings, and recommended Action Items. Prior to each of our visits, Points of Contact(s) will be communicated with and notified with the goal of minimizing disruption to your work day.

#### **11- POINT CHECKLIST**

- 1) Check motor insulation values to ground using meggar
- 2) Check for any loose or faulty connections in control panel
- 3) Check voltage supply (pumps off)
- 4) Check voltage supply (pumps on)
- 5) Check for correct rotation of equipment
- 6) Check condition of face of volute in respect to discharge connection
- 7) Check amperage draw on all three phases for proper balance
- 8) Check winding resistance of motors through pump cables
- 9) Check condition and gap of "N" impeller and insert in each pump for proper tolerances
- 10) Check condition of level sensing equipment
- 11) Check condition of oil in each pump and change oil at each inspection, replacing all inspection plug O-rings

Annual Maintenance Agreement 2023	\$5,810.00
Annual Maintenance Agreement 2024	\$5,810.00
Annual Maintenance Agreement 2025	\$5,987.00



#### City of Salem, Mo. | 2023 Equipment List

Station Name	GPS	Qty	Pump Model	HP	Voltage	Phase
Westwood LS	N37.62932 W91.54665	2	3069.170-0258	3.1	220	1
Westwood LS	1137.02932 1091.34005	2	3069.170-0258	3.1	- 230	1
AL Brown/Fort Knox LS	N37.63995 W91.55808	2	3127.090-5681	7.5	220	1
AL BROWN/FORT KNOX LS	N37.03995 W91.55808 2	3127.090-5681	7.5	230	T	
Drugen LC		2	3127.060-0017	7.5	230	1
Bryson LS	N37.64442 W91.55437	Z	3127.060-0017	7.5	230	T
T.C.R.C Fields	N37.64800 W91.54739	1	3069.170-0285	3	230	1
Malaut Hill I C		2	Myers WGX30-21	3	220	1
Walnut Hill LS	N37.65176 W91.52883	2	Myers WGX30-21	3	230	1

\*Station Name is based on prior documentation and may not be listed correctly. Upon completion of this Preventative Maintenance program, we will provide a full Lift Station Inventory List along with the detailed Inspection Reports for each pump, panel, and overall station\*

VANDEVANTER ENGINEERING 1550 Larkin Williams Road Fenton, MO 63026



#### Additional Notes:

Any additional work not covered by this Agreement will be billed separately. Emergency service NOT INCLUDED in this Agreement, but is available upon request. If you would like to discuss in more detail, it is possible we can work together to find a suitable solution to ensure our Service Team is available when/if needed.

Any additional repairs and/or parts replacement will be performed only when approved by authorized personnel, and will be in addition to this Agreement.

Vandevanter Engineering Co., Inc. assumes no liability for loss of use, any direct, indirect or consequential damage of any kind in respect to the use or operation of pumps or any equipment or accessories used in connection therewith.

City of Salem will be responsible to ensure a representative of the organization is available, if needed, to allow entry into Lift Stations/Controls.

All parts and labor are subject to the manufacturer's published warranty.

This agreement shall be effective from its signed date and shall continue in effect until termination by mutual agreement or by either party upon thirty (30) days prior written notice.

Accepted This Date:	By:
Municipality: City of Salem, Mo	Title:

Project: Wastewater Lift Station Preventative Maintenance 575248

Nick Santangelo Aftermarket Sales & Service Representative (m) 314-520-2876 (e) nsantangelo@vandevanter.com

VANDEVANTER ENGINEERING 1550 Larkin Williams Road Fenton, MO 63026



#### STANDARD TERMS AND CONDITIONS

Price is FOB factory. Price does not include any freight charges. Price does not include any applicable duties or sales tax, use tax, excise tax, value-added or other similar taxes that may apply to this equipment and/or project. Unless specifically stated, price does not include manual or automatic controls, starters, protective or signal devices, wiring, anchor bolts, gauges, vibration isolation devices, installation, startup or testing.

If the price is included in a proposal, the price is firm for receipt of an order within 30 days of the date shown on the proposal. Any additional terms and conditions included in the proposal are specifically included in these terms and conditions.

Payment is due upon receipt of the invoice. An interest charge of 1-1/2% per month will be added to past due balances. Retainage of any invoiced amount is unacceptable unless specifically agreed to by Company at the time of order, and shall in no case exceed a period of 120 days. If payments are not timely received by Company, and this account is turned over to an attorney for collections, Customer agrees to pay all reasonable costs and attorney fees incurred in collection of the past due amounts.

Payment of "commercial transaction" invoices by credit card will be charged a fee based upon Cogent's average discount rate for credit card transactions for the prior calendar year. This fee will change annually and is currently 2.55%.

All equipment either rented from or through Company is subject to all of the terms and conditions listed on the back of the rental contract. Pricing does not include any overtime running of power equipment.

In no event shall Company's obligations and liabilities under this Agreement include any direct, indirect, punitive, special, incidental or consequential damages or losses that Customer may suffer or incur in connection with this sale, service or rental, including, but not limited to, loss of revenue or profits, damages or losses as a result of Customer's inability to operate, perform its obligations to third persons or injuries to goodwill; nor shall Company's liability extend to damages or losses Customer may suffer or incur as a result of such claims, suits or other proceedings made or instituted against Customer by third parties. Customer remises, releases and discharges Company from any and all liability or damages which might be caused by failure to deliver any equipment within the agreed time by Company.

Customer shall be responsible for determining the good operating condition of all materials and equipment prior to accepting the materials and equipment. NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE IS MADE UNLESS THE SAME IS SPECIFICALLY SET FORTH IN WRITING AND ACCEPTED IN WRITING BY COMPANY, BUT IN SUCH CASE THE WARRANTY OR GUARANTEE IS LIMITED AS ABOVE PROVIDED. Notwithstanding the foregoing, Company will pass through to the Customer any warranty provided by the manufacturer of any equipment supplied by Company.

Customer covenants and agrees to defend, indemnify and hold Company harmless from any claims, damages or liability arising out of the use, maintenance or delivery of the equipment or materials purchased or rented hereunder. Customer shall further defend, indemnify and hold Company harmless from any and all damages to third persons or to property caused by Customer's use or possession of the equipment or materials, to the fullest extent allowable by law.

In connection with a proposal, if Customer has any further questions or comments regarding the proposal, please feel free to contact Company. If the proposal meets with Customer's approval, please sign, date and mail or fax a copy of the proposal back to Company's office, and the identified equipment will be ordered and/or scheduled for delivery.

This agreement shall be governed by the laws of the state where the Company's branch office is located from which the equipment is rented or purchased. Customer further agrees that venue and jurisdiction shall be appropriate in the county in which Company's branch office is located from which the equipment was rented or purchased. Any provisions hereof which may prove unenforceable under any law shall not affect the validity of any other provision hereof.

**Revised February 2019** 

Fax: 636-343-1720 After Hours: 636-343-8880 VANDEVANTER ENGINEERING 1550 Larkin Williams Road Fenton, MO 63026

Proposal No. OP-575248 Page 5 of 5

# **Staff Summary Report**

MEETING DATE:	August 8, 2023
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Resolution No. 25-2023
ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Approval of Annual Agreement for Services

#### **PROJECT DESCRIPTION / FACTS**

The city has historically had an agreement with the Salem Area Chamber of Commerce for operation of the Visitor Center. Without this agreement the City would likely be faced with the question of operating a visitor center for the community, which at this time staff has no interest in attempting to provide that service.

Given that our area benefits from the additional revenue brought in from tourism-related spending, the operation of a visitor center to provide information and other services to those traveling through our community is a need.

#### PROCUREMENT

N/A

#### **FISCAL IMPACTS**

This was included in the current budget in the Economic Development Fund as a contracted service in the amount of \$10,000.

**SUPPORT DOCUMENTS:** Memorandum of Agreement with the Salem Area Chamber of Commerce

**DEPARTMENT'S RECOMMENDED MOTION:** Move and approve the annual Memorandum of Agreement between the City of Salem and the Salem Area Chamber of Commerce.

#### **RESOLUTION NO. 25-2023**

#### A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A ONE-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SALEM, MISSOURI, AND THE SALEM AREA CHAMBER OF COMMERCE TO ALLOW THE CONTINUED OPERATION OF THE VISITORS CENTER BY THE SALEM AREA CHAMBER OF COMMERCE, LOCATED AT 1136 S. MAIN STREET, SALEM, MISSOURI.

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

#### Section 1.

The mayor is hereby authorized to execute on behalf of the City of Salem, Missouri a Memorandum of Understanding between the City of Salem, Missouri, and the Salem Area Chamber of Commerce to allow the continued operation of the Visitors Center by the Salem Area Chamber of Commerce, located at 1136 S. Main Street, Salem, Missouri.

#### Section 2.

In consideration of the above services, the City of Salem agrees to pay \$10,000 annually to the Salem Area Chamber of Commerce

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 11<sup>TH</sup> DAY OF JANUARY, 2022.

APPROVED:

ATTEST:

Kim Steelman Mayor Tammy Koller City Clerk

APPROVED AS TO FORM:

James K. Weber City Attorney

#### Memorandum of Agreement between the Salem Area Chamber of Commerce and the City of Salem, Missouri

This agreement relates to the continuing operation of the Visitors Center by the Salem Area Chamber of Commerce, located 1136 S. Main Street in Salem, Missouri.

The Salem Area Chamber of Commerce is a volunteer driven organization that improves and promotes an atmosphere that enables the community to grow and prosper. The Chamber works to accomplish its purpose by serving as the voice of the Salem business community and by representing our members in government affairs at local, state and federal levels. The Chambe also works to accomplish its purpose by providing members with networking, promotional and educational opportunities as well as information and business assistance. The Salem Area Chamber of Commerce primary purpose is to respond to inquiries from area residents for business and community information as well as respond to inquiries from tourists and individuals looking to relocate to the area.

The services to be provided by the Salem Area Chamber of Commerce shall include, but not limited to, operate and staff the Salem Visitor Center, maintenance of the tourism related pages on the www.salemmo.com website, distribution of tourism related resources, distribution of relocating packets and area business information to interested persons, providing resources to area businesses and agencies, distribution of information to area residents and visitors and promoting the Salem area through a variety of marketing and advertising media such as social media, magazine ads, billboards, the electronic reader board at the intersection of Highways 19 & 32/72, articles and promotional brochures such as the annual Salem Area Visitor's Guide.

In consideration of the above services, the City of Salem agrees to pay \$10,000 annually to the Salem Area Chamber of Commerce. The city will appoint one Ex-Officio Chamber Board member to serve on the Chamber Board. This person will serve as a liaison between the city and the Chamber to ensure optimum communication.

The Memorandum of Agreement will be reviewed annually or more frequently if conditions warrant. Terms and conditions are subject to change upon agreement of both parties. Any partner determining the necessity to terminate participation shall provide written notice of no less than one full operating year. This agreement is entered into on this 8<sup>th</sup> day of August 2023, and shall be retroactive to July 1, 2023, and terminate on June 30, 2024.

Salem Area Chamber of Commerce

City of Salem

Date

Date

# **Staff Summary Report**

MEETING DATE:	August 8, 2023
AGENDA ITEM:	New and Miscellaneous
AGENDA TITLE:	Resolution No. 26-2023
ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Approval of Aviation Project Consultant <u>Supplemental</u> <u>Agreement 1</u> between City and HW Lochner Inc. for T-hanger Construction at Airport
SUMMARY BY:	Sally Burbridge

#### **PROJECT DESCRIPTION / FACTS**

This contract for engineering and oversight work will cover the construction of the new Thangers and will complete this phase of capital improvements at the airport. This agreement also includes assistance with application preparation for both MoDOT and BIL Grant funds (previously approved and submitted). This total project has been underway for several years.

Supplemental Agreement 1 includes the final Disadvantaged Business Enterprise (DBE) percentages as determined by MoDOT for utilizing subcontractors on the project and includes the final costs for Lochner's engineering and construction oversight while the project is under construction.

#### PROCUREMENT

This contract is for additional services from HW Lochner Inc., as the City's previously selected airport engineering firm.

#### **FISCAL IMPACTS**

This contract is to be paid from the Grant proceeds provided by MoDoT via the FAA and the Bipartisan Infrastructure Legislation (BIL). The Grant Application was previously approved by the Board of Aldermen on November 8, 2022.

Budget Account #560-501-70192 Capital Outlay – Hangar/Apron which currently has \$486,000 budgeted in the Airport Fund.

**SUPPORT DOCUMENTS:** Aviation Project Consultant Supplemental Agreement 1

**DEPARTMENT'S RECOMMENDED MOTION:** Move to Approve the Aviation Project Consultant Supplemental Agreement 1 between the City of Salem and HW Lochner Inc, in the amount of \$135,500.00 for engineering and project oversight of 6 T-hangars at the Salem Memorial Airport.

#### **RESOLUTION NO. 26-2023**

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN SUPPLEMENTAL AGREEMENT NO. 1 BETWEEN THE CITY OF SALEM, MISSOURI AND H.W. LOCHNER, INC. TO PERFORM PROFESSIONAL SERVICES FOR ENGINEERING AND PROJECT OVERSIGHT OF 6 T-HANGARS AT THE SALEM MEMORIAL AIRPORT.

WHEREAS, the City of Salem, Missouri, entered into an agreement on February 16<sup>th</sup>, 2023, with H.W. Lochner Inc. to perform professional services for engineering and project oversight of 6 T-hangars at the Salem Memorial Airport; and

WHEREAS, the City of Salem, Missouri desires to enter into Supplemental Agreement No. 1 which is attached hereto as Attachment A to otherwise complete, extend or continue the Original Agreement.

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

#### Section 1.

That the mayor is hereby authorized to sign Supplemental Agreement No. 1 between the City of Salem, Missouri and H.W. Lochner, Inc.

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 8<sup>th</sup> DAY OF AUGUST 2023.

APPROVED:

ATTEST:

Greg Parker Mayor Tammy Koller City Clerk

APPROVAL AS TO FORM:

James K. Weber City Attorney

Airport Name:	Salem Memorial Airport
Project No.:	23-066A-1
County:	Dent County

#### AVIATION PROJECT CONSULTANT SUPPLEMENTAL AGREEMENT NO. 1 CONSTRUCTION SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 for Construction Services is entered into by the City of Salem, Missouri (hereinafter, "Sponsor") and H.W. Lochner, Inc. (hereinafter, "Consultant").

#### WITNESSETH:

WHEREAS, the Sponsor and the Consultant entered into an Agreement on February 16<sup>th</sup>, 2023, to accomplish a project at the Salem Memorial Airport, (hereinafter, "Original Agreement"); and

WHEREAS, the Sponsor and the Consultant now desire to enter into Supplemental Agreement No. 1 to otherwise complete, extend or continue the Original Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and representations contained herein the parties agree as follows:

#### (1) <u>SCOPE OF SERVICES</u>:

(A) The Services to be provided by the Consultant under Supplemental Agreement No. 1 are additional services which are beyond the scope of services provided in the Original Agreement. These additional professional services are generally described and defined in Section (17)(Federal) of the Original Agreement and Exhibit II – SA1, which is attached hereto and incorporated herein by reference.

#### (2) <u>FEES AND PAYMENTS</u>:

(A) The Consultant shall be reimbursed in accordance with Section (8)(State) or (9)(Federal) of the Original Agreement.

(B) The costs of Supplemental Agreement No. 1 shall be in addition to the cost of the Original Agreement.

(C) The lump sum fee and maximum amount payable included in Section (9)(Federal) of the Original Agreement are hereby modified to be cost plus fixed fee not to exceed as follows:

	ORIGINAL AMOUNT	SUPPLEMENTAL AGREEMENT NO. 1	TOTAL
Fixed Fee	<b>\$2,480.46</b>	<mark>\$11,786.64</mark>	<mark>\$14,267.10</mark>
Max. Fee Payable	\$19,500.00	<mark>\$116,000.00</mark>	\$135,500.00

(D) Estimated costs for the services in Supplemental Agreement No. 1 are defined in Exhibit IV – SA1 and Exhibit V – SA1, which are attached hereto and incorporated herein by reference.

(3) <u>PERIOD OF SERVICE</u>: Exhibit VI, Performance Schedule, of the Original Agreement is hereby revised to include time for the performance of these additional services. The total time to be added to Exhibit VI for completion of these additional services shall be 90 calendar days. The projected completion date shown on Exhibit VI is now revised to 90 Calendar Days from Project Final Acceptance, which includes time for performance of all remaining services in the Original Agreement and the services in Supplemental Agreement No. 1 and submittal of all deliverables.

#### (4) DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

(A) <u>DBE Goal</u>: The following DBE goal has been established for this Supplemental Agreement No. 1. The dollar value of services and related equipment, supplies, and materials used in furtherance thereof which is credited toward this goal will be based on the amount actually paid to DBE firms. The goal for the percentage of services to be awarded to DBE firms is 0.0% of the total Supplemental Agreement No. 1 dollar value.

(B) <u>DBE Participation Obtained by Consultant</u>: The Consultant has obtained DBE participation, and agrees to use DBE firms to complete 0.0% of the total services to be performed under this Supplemental Agreement No. 1 by dollar value. The DBE firms which the Consultant shall use, and the type and dollar value of the services each DBE will perform, is as follows:

DBE FIRM NAME, STREET AND COMPLETE MAILING ADDDRESS	TYPE OF DBE SERVICE	TOTAL \$ VALUE OF THE DBE SUBCONTRACT	CONTRACT \$ AMOUNT TO APPLY TO TOTAL DBE GOAL	% OF SUBCONTRACT \$ VALUE APPLICABLE TO TOTAL GOAL
N/A				

Airport: Salem Memorial Airport (K33) MoDOT Project No.: 23-066A-1

#### (5) <u>SUBCONSULTANTS</u>:

(A) The Consultant agrees that except for those firms and for those services listed below, there shall be no transfer of engineering services performed under this Supplemental Agreement No. 1 without the written consent of the Sponsor. Subletting, assignment, or transfer of the services or any part thereof to any other corporation, partnership, or individual is expressly prohibited. Any violation of this clause will be deemed cause for termination of this Supplemental Agreement No. 1.

Exceptions (Subconsultant Information):

FIRM NAME	COMPLETE ADDRESS	NATURE OF SERVICES
GHN Architects + Engineers	300 S Jefferson Ave, Suite 301, Springfield, MO 65806	Architectural Inspections

(6) <u>ORIGINAL AGREEMENT</u>: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement No. 1, or the Original Agreement between the parties shall remain in full force and effect and the terms of the Original Agreement shall extend and apply to this Supplemental Agreement No. 1.

IN WITNESS WHEREOF, the parties have entered into this Supplemental Agreement No. 1 on the date last written below.

Executed by the Consultant this <u>4th</u> day of <u>August</u>, 20 <u>23</u>.

Executed by the Sponsor this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

CONSULTANT	SPONSOR
By_ Ch Hagal	Ву
Title VP, Office Manager	Title
ATTEST	ATTEST:
By_for We	Ву
Title Design Engineer	Title

#### EXHIBIT II – SA1

#### SCOPE OF SERVICES

#### C. CONSTRUCTION SERVICES

- 1. Preliminary
  - a. Prepare copies of the Construction Plans and Project Manual for use by the Contractor during construction.
  - b. Develop a Federal-Non-Paving Construction Observation Program in accordance with MoDOT requirements.
  - c. Include a sealed, signed and dated copy of the Construction Observation Program (COP) with this executed Supplemental Agreement.
  - d. Attend and conduct a pre-construction conference. Minutes of the conference will be prepared and distributed to all attendees.
- 2. Provide construction administration, on-site construction observation, and material(s) testing per the COP:
  - a. Provide construction observation services, through the site development and hangar floor stages (Assume 60 Calendar Days), including preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
  - b. After site development and hangar floor stage are complete, conduct three (3) site visits, coinciding with GHN's site visits, to observe the steel erection stage, interior/electrical installation stage, and substantial completion. This includes preparation of weekly reports and other reports as required by the COP to document the prosecution and progress of the Project.
  - c. Review shop drawings and material certification submittals as provided by the Contractor.
  - d. Perform material(s) testing (field and laboratory) as required by the COP.
  - e. Respond to field issues throughout the duration of the project.
  - f. Prepare Contractor's progress estimates and Sponsor's request for reimbursement of funds.
  - g. Prepare change orders and supplemental agreements necessary for construction of the project.
  - h. Attend and conduct a final review of the Project with the Sponsor, MoDOT, and the Contractor

- 3. Project Closeout Phase
  - a. Prepare and submit to the Sponsor and MoDOT one (1) electronic set of record drawings in .pdf format copied to a single file.
  - b. Prepare and submit to the Sponsor and MoDOT a Final Testing Report as required by the COP.
  - c. Prepare and submit to the Sponsor an updated **Airport Layout Plan** (ALP) showing as-built conditions. All ALP sheets affected by the project will be updated. The sponsor will approve and sign as necessary and forward four (4) full size copies to MoDOT for approval. MoDOT will distribute the copies as one (1) to the Sponsor, one (1) to MoDOT, one (1) to FAA, and one (1) to the Consultant. An electronic copy of the updated sheets will be submitted to both MoDOT and the City in .pdf format.
  - d. Provide MoDOT with all closeout documents as required for project final acceptance.

#### Exhibit IV-SA1

#### DERIVATION OF CONSULTANT PROJECT COSTS (CONSTRUCTION)

#### **CONSTRUCT 6-UNIT T-HANGAR**

#### 90 CALENDAR DAY CONSTRUCTION

#### SALEM MEMORIAL AIRPORT (K33) SALEM, MISSOURI

#### CONSTRUCTION SERVICES August 3, 2023

#### 1. DIRECT SALARY COSTS:

	TITLE	HOURS	RATE/HOUR	<u>C</u>	COST (\$)		
	Project Manager Project Engineer II Construction Observer Airport Planner Design Engineer I Technician Administrative Asst.	80 68 488 16 32 28 22	\$60.00 \$45.00 \$35.00 \$38.00 \$25.00 \$22.00	***	4,800.00 3,060.00 19,520.00 560.00 1,216.00 700.00 484.00		
		Total D	irect Salary Costs		=	\$ 30,340.00	
2.	LABOR AND GENERA	L ADMINIST	RATIVE OVERHEA	D			
	Percentage of Direct Sa	lary Costs @	158.99%		=	\$ 48,237.57	
3.	SUBTOTAL:						
	Items 1 and 2				=	\$ 78,577.57	
4.	PROFIT:						
	15% of Item 3 Subtotal				=	\$ 11,786.64	
			Subtotal	l of Item	is 3 and 4	\$ 90,364.21	Not to Exceed
5.	OUT-OF-POCKET EXP	ENSES:	Subtotal	l of Item	is 3 and 4	\$ 90,364.21	Not to Exceed
5.	OUT-OF-POCKET EXP a. Mileage b. Meals c. Motel d. Materials & Supplies	6,290 52	miles @\$0.655/mile	e = \$ y = \$		\$ 90,364.21	Not to Exceed
5.	a. Mileage b. Meals c. Motel	6,290 52 40	miles @\$0.655/mile days @ \$59.00/da	e = \$ y = \$ / = \$	4,119.95 3,068.00 3,920.00	\$	Not to Exceed
	a. Mileage b. Meals c. Motel	6,290 52 40 Total Out-of-	miles @\$0.655/mile days @ \$59.00/da days @ \$98.00/day	e = \$ y = \$ / = \$	4,119.95 3,068.00 3,920.00 527.85		
	a. Mileage b. Meals c. Motel d. Materials & Supplies SUBCONTRACT COST a. GHN Engineers   Arc	6,290 52 40 Total Out-of- :	miles @\$0.655/mile days @ \$59.00/da days @ \$98.00/day Pocket Expenses	e = \$ y = \$ / = \$	4,119.95 3,068.00 3,920.00 527.85		
	a. Mileage b. Meals c. Motel d. Materials & Supplies	6,290 52 40 Total Out-of- :	miles @\$0.655/mile days @ \$59.00/da days @ \$98.00/day Pocket Expenses	e = \$ y = \$ / = \$	4,119.95 3,068.00 3,920.00 527.85	11,635.80 \$8,500.00	
	<ul> <li>a. Mileage</li> <li>b. Meals</li> <li>c. Motel</li> <li>d. Materials &amp; Supplies</li> </ul> SUBCONTRACT COST a. GHN Engineers   Arc (Ref. Attached Exhib)	6,290 52 40 Total Out-of- : : : : : : :	miles @\$0.655/mile days @ \$59.00/da days @ \$98.00/day Pocket Expenses	e = \$ y = \$ / = \$	4,119.95 3,068.00 3,920.00 527.85	11,635.80 \$8,500.00 \$5,500.00	Not to Exceed
6.	<ul> <li>a. Mileage</li> <li>b. Meals</li> <li>c. Motel</li> <li>d. Materials &amp; Supplies</li> </ul> SUBCONTRACT COST a. GHN Engineers   Arc (Ref. Attached Exhib)	6,290 52 40 Total Out-of : : : : : : : : : : : : : : : : : : :	miles @\$0.655/mile days @ \$59.00/da days @ \$98.00/day Pocket Expenses Summary)	e = \$ y = \$ / = \$	4,119.95 3,068.00 3,920.00 527.85 =	11,635.80 \$8,500.00 \$5,500.00	Not to Exceed Estimated

Exhibit IV-SA1-1

ENGINEERING CONSTRUCTION SERVICES - COST BREAKDOWN

# CONSTRUCT 6-UNIT T-HANGAR

# SALEM MEMORIAL AIRPORT (K33) SALEM, MISSOURI

# CONSTRUCTION SERVICES August 3, 2023

Classification: Hourly Rate:		Principal \$253.16	Project Manager \$178.70	Project Engneer II \$134.03	Construction Observer \$119.14	Electrical Engneer \$148.92	Airport Planner \$104.24	Design Engineer I \$113.18	Technician \$74.46	Admin. Assistant \$65.52	Other Costs
C. CONSTRUCTION SERVICES 1. Preliminary:	ON SERVICES			:						:	
Total =	\$5,000.00	00.0\$	6 \$1,072.22	10 \$1,340.27	0 \$0.00	0 \$0.00	0 \$0.00	6 \$679.07	6 \$446.76	11 \$720.77	(1,2) \$ 740.91
2. Project Admir	2. Project Administration and Construction Observation:	tion Observatior			001	c	c	0	Q	-	
Total =	\$103,000.00	\$0.00	04 \$11,437.00	44 \$5,897.20	400 \$58,138.08	\$0.00	\$0.00	10 \$2,037.22	o \$446.76	4 \$262.10	\$ 24,781.65
3. Project Closeout Phase:	out Phase:	c	ç	7	c	c	0	c	4	1	
Total =	\$8,000.00	\$0.00	\$1,787.03	\$1,876.38	\$0.00	\$0.00	\$1,667.90	8905.43	\$1,191.35	, \$458.67	\$ 113.24
TOTAL =	\$116,000.00										

Exhibit V-SA1-1

Mileage, Motel and Meals
 Equipment, Materials and Supplies
 Vendor Services

Exhibit V-SA1

### CONSTRUCTION PHASE SERVICES PROPOSAL

January 05, 2023

# GHN ARCHITECTS + ENGINEERS

#### **Project Information**

#### Project:

Salem Municipal Airport (K33) 6 Unit Nested T-Hangar Salem, Missouri 65560 For:

Chris Flageolle, P.E. HW Lochner 16105 W. 113<sup>th</sup>, Ste 107 Lenexa, Kansas, 66219 816-945-5840

#### Description

Architectural and Engineering sub-consulting services for the Construction Phase of the 6-Unit Nested T-Hangar designed under previous agreement.

#### **Scope of Services**

- Review of shop drawings and material certification submittals specific to this project and associated with the technical specifications issued with the previous bid package. Includes analysis of structural reactions of metal building fabricator's design compared with the existing foundation design.
- 2. Visit the site to observe that the construction is progressing in general conformance with the Construction Documents. Specific site visits are proposed at the following milestones, which will require careful coordination between HW Lochner, GHN, and the General Contractor:
  - a. Steel Erection including a Special Inspection for Welds/Bolts (includes assistance from a 3<sup>rd</sup>-party inspection agency that will be retained under GHN's fee).
  - b. Interior Electrical (May be performed in conjunction with another visit).
  - c. Substantial Completion
- 3. Prepare documents necessary for project closeout. This will include Record Drawings, Field Reports, and CAD/DOC files of the construction documents previously produced.

#### Proposed Agreement Form

🗆 AIA B104-2017

Sub-Agreement by Lochner

□ This Proposal

#### **Delivery Method for Construction Services**

Design-Bid-Build w/ Specs

Negotiated Contractor

Other: \_\_\_\_\_\_

#### **Subconsultants**

Based on our understanding of the scope of services, we anticipate that **Steel Erection and Bolt Inspection Services** will need to be procured by GHN from a third-party provider whose fee is included in GHN's total proposed fee. PLANNING & ZONING

PACKET

AUGUST 3, 2023

## **City of Salem** 400 N. Iron St. Salem, MO 65560 Phone (573) 729-4811 Fax (573) 729-5371 **REQUEST FOR PUBLIC HEARING:** SUBDIVISION PLAT APPROVAL

	1	0	3	2	
Date:	0-	8	A	5	

Petitioner Information	<b>Owner Information (if different)</b>
Name: CIR Fingneigl	Name:
Mailing Address: 288 Hwy MM	Mailing Address:
City/St/Zip: SAlem mo. 65560	City/St/Zip:
Phone: 247-8588 07 247-0258	Phone:

#### Action requested:

The undersigned hereby petitions the Planning & Zoning Board of Commissioners and the Board of Aldermen of the City of Salem, Missouri, to approve the below described real estate subdivision plat.

#### Site Information:

Location of Property (provide address and general vicinity)

West OF 400 E Bergment SAlem mo.

Legal Description of Property and copy of plat

Current Zoning Inthestrig / Adjoining Zoning E Ind & Ind W Ind NIND

**Present Use of Property** 

Vacant Lot

**Proposed Use of Property** 

To Boold Men Home

Other	Comments

Name/s	Address	Phone #	Dist 8/1
MArtin	Jape : KALEB	1506 S. MCARAHUN	2.
CUMPING	Ham Developmen	Aco 110 150	4 5. megrithion
Louns	JAMES E : EM	IN YOO Burg.	ment
Green De	anick EDWARd & 1	Em. 14 SUSAN	Rosquelt
	at all the information is true and	accurate.	
chist 1	Falansar	CR Financi	e/
FOR OFFICE USE	E ONLY***********************		
	f the City Clerk		
Submitted to the P &	& Z Commission		
Submitted to the P &	& Z Commission ed to Council+		
Submitted to the P & P & Z Recommende P & Z Adverse Repo	ed to Council+ prts		
Submitted to the P & P & Z Recommende P & Z Adverse Repo Written Protest to Ci	ed to Council+ orts ity Clerk		
Submitted to the P & P & Z Recommende P & Z Adverse Repo Written Protest to Ci	ed to Council+ prts		
Submitted to the P & P & Z Recommende P & Z Adverse Repo Written Protest to Ci Commission Public (15-day notice requi	ed to Council+ orts ity Clerk Hearing set for red to be published before hearing)		
Submitted to the P & P & Z Recommende P & Z Adverse Repo Written Protest to Ci Commission Public (15-day notice requi	ed to Council+ orts ity Clerk Hearing set for		
Submitted to the P & P & Z Recommende P & Z Adverse Repo Written Protest to Ci Commission Public (15-day notice requi Public Hearing adve	ed to Council+ orts ity Clerk Hearing set for red to be published before hearing)		
Submitted to the P & P & Z Recommende P & Z Adverse Repo Written Protest to Ci Commission Public (15-day notice requi Public Hearing adve Property owners adje	ed to Council+ orts ity Clerk Hearing set for red to be published before hearing) ertised on oining said premises notified by reg		

Notice is hereby given that the Planning & Zoning Board of Commissioners of the City of Salem, Missouri will hold a Public hearing on Monday, \_\_\_\_\_\_, 2021, \_:\_\_\_ P. M. in the City Hall Council Chambers, 202 N. Washington.

All interested persons will be given the opportunity to be heard on the following zoning matter:

The Subdivision of \_\_\_\_\_

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

Phone (573) 729-4811 Fax (573) 729-5371

# **CONDITIONAL USE APPLICATION**

Date: 6-23-23

Owner Information	Applicant if different from owner
Name: Michael Florence	Name:
Mailing Address: 1507 5 Gertrude St	Mailing Address:
City/St/Zip: SALEM MO 65560	City/St/Zip:
Phone: 8065982310	Phone:

#### Action requested:

The undersigned hereby petitions the Planning & Zoning Board of Commissioners and the Board of Aldermen of the City of Salem, Missouri, to issue a Conditional Use Permit.

#### Site Information:

Location of Property (provide address and general vicinity)

Legal Description of Property and copy of plat (can be obtained at the Dent County Recorder's Office)

Property Zoning <u>R</u>	Adjoining Zoning	E	S	W	N	
Toperty Zoning	Aujoining Loning	E	5			

**Present Use of Property** 

Same as below

**Proposed Use of Property** Detail Motorcycles change tikes and oil

**Other Comments** 

#### Names/s, Addresses, and Phone #'s of property owners that adjoin said premises:

Name/s	Address	Phone #
I hereby certify that a	all the information is true and accurate.	
n		
111		
	Applica	ntla
Ownér/s	Applica	nt/s
Owner/s	Applica	
	ONLY************************************	******
Filed in the office of	ONLY************************************	******
Filed in the office of Submitted to the P &	ONLY************************************	*******
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Filed in the office of Submitted to the P & P & Z Recommended P & Z Adverse Repo Written Protest to Cir Commission Public I (15-day notice requir	the City Clerk z Z Commission d to Council+ ty Clerk ty Clerk Hearing set for red to be published before hearing)	******
Filed in the office of Submitted to the P & P & Z Recommended P & Z Adverse Repo Written Protest to Ci Commission Public I (15-day notice requir Public Hearing adver	the City Clerk Z Commission d to Council+ orts ty Clerk Hearing set for red to be published before hearing) rtised on	********
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#### Notice of Rezoning Public Hearing

Notice is hereby given that the Planning & Zoning Board of Commissioners of the City of Salem, Missouri will hold a Public hearing on \_\_\_\_\_\_at \_\_\_\_P. M. in the City Hall Council Chambers, 202 N. Washington.

All interested persons will be given the opportunity to be heard on the following zoning matter:

Conditional Use of \_\_\_\_\_

on the property located at \_\_\_\_\_

# Recorded in Dent County, Missouri

Recording Date/Time: 09/14/2020 at 01:28:45 PM Instr #: 20201868

Type: WD Pages: 2 Fee: \$27.00 \$ 20200001602



#### **Missouri Warranty Deed**

This Indenture, made on the <u>H</u> day of <u>SEPTEMBEL</u>, A. D. Two Thousand and Twenty by and between BARBARA THOMPSON, a single person, Grantor of the County of Dent, State of Missouri, party of the first part, and MICHAEL FLORENCE, a married person, Grantee of the County of Dent, State of Missouri, party of the second part, whose mailing address is :

1507 S. Gertrude St., Salem, MO 65560

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

The South 70 feet of Lots 21 and 22, in Block 2 of Hamilton's Subdivision, located on a part of the North Half of the Northwest Quarter of the Southeast Quarter of Section 24, Township 34 North, Range 6 West.

#### (D.F.)

\*This Deed is being prepared without the benefit of title examination or title opinion.

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

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

NDY

**BARBARA THOMPSON** 

#### STATE OF MISSOURI ) ) SS. COUNTY OF DENT )

On this <u>14</u> day of <u>SEPTEMBEL</u>, 2020, before me, a Notary Public, personally appeared **BARBARA THOMPSON**, a single person, known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

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

Notary Public

My Commission Expires: 2607

JENNIFER RICHARDS Notary Public - Notary Seal STATE OF MISSOURI Dent County Commission # 12425614 My Commission Expires: 02-08-2024

## City of Salem 400 N. Iron St. Salem, MO 65560 Phone (573) 729-4811 Fax (573) 729-5371 REQUEST FOR PUBLIC HEARING: SUBDIVISION PLAT APPROVAL

Date: 6-8-23

Rd

Petitioner Information	Owner Information (if different)
Name: Brandon Swider	Name: AMKB FUVESTMENT
Mailing Address: 1404 w Rolla Rd	Mailing Address: 1404 west Rolla
City/St/Zip: Salen, Mo 65560	City/St/Zip: Salen, NO 65560
Phone: 573-453-8274	Phone: 573 724 453 8274

#### Action requested:

The undersigned hereby petitions the Planning & Zoning Board of Commissioners and the Board of Aldermen of the City of Salem, Missouri, to approve the below described real estate subdivision plat.

#### Site Information:

Location of Property (provide address and general vicinity)

501 N washington St. Salem Corner of Washington and 5th (Old Fidelity Building) Legal Description of Property and copy of plat All of Lot 4 in block 24 west Side of the Creek Current Zoning \_\_\_\_\_ Adjoining Zoning E\_\_\_\_\_S W\_\_\_\_N Present Use of Property Vacant Proposed Use of Property Rental

Other Comments we		
That is behind 4	he L.N. COFFMAN	boilding and Sell or Rest the
building with the	other Half of the L	ot.
Names/s, Addresses, and	Phone #'s of property owne	ers that adjoin said premises:
Name/s	Address	Phone #
Salen Police	Deat.	
I DI	1	
Larry Robinson		
I hereby certify that all t	he information is true and a	accurate.
I hereby certify that all t <u>Soular luit</u> Owner/s	1	accurate. Applicant/s
Smiler lut Owner/s	k	Applicant/s
Smiler lut Owner/s	k	
Smiler lut Owner/s FOR OFFICE USE ONI		Applicant/s
Specific lut Owner/s FOR OFFICE USE ONI Filed in the office of the C		Applicanus
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<b>Standard light</b> Owner/s <b>FOR OFFICE USE ONI</b> Filed in the office of the C Submitted to the P & Z Co P & Z Recommended to C P & Z Adverse Reports Written Protest to City Cle	Y************************************	Applicants
General Commission Public Hearing	.y************************************	Applicant s
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#### Notice of Sudivision Public Hearing

Notice is hereby given that the Planning & Zoning Board of Commissioners of the City of Salem, Missouri will hold a Public hearing on Monday, \_\_\_\_\_\_, 2021, \_:\_\_\_ P. M. in the City Hall Council Chambers, 202 N. Washington.

All interested persons will be given the opportunity to be heard on the following zoning matter:

The Subdivision of \_\_\_\_\_

Clear Basin Maps

#### Defauit

#### CADASTRAL LAYERS

- 4 LOT NUMBERS
- W BLOCK NUMBERS
- P PARCEL NUMBERS
- \* ACPEAGE
- COAL NOTES
- R CULTUPAL LABELS
- ------
- E LEADERLINES

& PAPCELS

- . DISTRICT LINES
- a Ball POAD
- TRANSMISSION
- ST CITY BOUNDS

#### W AL MAP HIDES

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P H NEIGNBORHDODS

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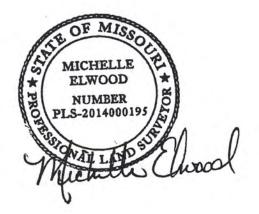
圖.

July 1, 2023

**Brandon Snider** 

Parcel Description:

The East 50 feet of Lot 4, Block 24, West Side of Creek to the City of Salem, Dent County, Missouri. All in Section 13, Township 34 North, Range 6 West.



Michelle Elwood MO PLS No. 2014000195

### City of Salem 400 N. Iron St. Salem, MO 65560 Phone (573) 729-4811 Fax (573) 729-5371

# **CONDITIONAL USE APPLICATION**

Date: 4/8/2023

Owner Information
Name: Christopher Hendrix
Mailing Address: P.O. Box 45
City/St/Zip: Salem MD. 65540
Phone: 729-5555

Applicant if different from owner
Name:\_\_\_\_\_\_
Mailing Address:\_\_\_\_\_\_
City/St/Zip:\_\_\_\_\_
Phone:\_\_\_\_\_

#### Action requested:

The undersigned hereby petitions the Planning & Zoning Board of Commissioners and the Board of Aldermen of the City of Salem, Missouri, to issue a Conditional Use Permit.

#### Site Information:

Location of Property (provide add	lress and general vicinity)	
1000 W. Scenic	Rivers Blue	
Salem, no.		

Legal Description of Property and copy of plat (can be obtained at the Dent County Recorder's Office)

Property Zoning \_\_\_\_\_ Adjoining Zoning E\_\_\_\_\_ S\_\_\_\_ W\_\_\_\_ N\_\_\_\_

Funeral Home

**Proposed Use of Property** Funeral Home + Crimatory

**Other Comments** 

#### Names/s, Addresses, and Phone #'s of property owners that adjoin said premises:

Name/s	Address	Phone #

I hereby certify that all the information is true and accurate.

Hendrix Christopher Hendrix Applicant/s and Christophe Owner/s

Filed in the office of the City Clerk	
Submitted to the P & Z Commission	
P & Z Recommended to Council+	
P & Z Adverse Reports	
Written Protest to City Clerk	
Commission Public Hearing set for	
(15-day notice required to be published before heat	aring)
Public Hearing advertised on	
Property owners adjoining said premises notified	by regular mail
BILL NO	ORDINANCE NO
Effective date of permit	
******	*****

Notice of Rezoning Public Hearing

Notice is hereby given that the Planning & Zoning Board of Commissioners of the City of Salem, Missouri will hold a Public hearing on \_\_\_\_\_\_at \_\_\_\_P. M. in the City Hall Council Chambers, 202 N. Washington.

All interested persons will be given the opportunity to be heard on the following zoning matter:

Conditional Use of	
on the property located at	

City of	Salem
400 N. I	ron St.
Salem, M	O 65560
Phone (573) 729-4811	Fax (573) 729-5371

### **REZONING APPLICATION**

	Date: 5/23/2023
( Lillage	fies Unlimited, LLC Applicant if different from owner
Petitioner Information	Applicant if different from owner
Name: Ben Campbell (Browing Opp LL	LIName: Joanie Godsey
Mailing Address: 3421 Todiana Ave.	Mailing Address: 1950 Craig Road; Suite 300
City/SuZip: St. Charles mo 63303	City/St/Zip: St. Louis, MO 63146
Phone: (636)577-7555	Phone: (336) 830-1111

#### Action requested:

The undersigned hereby petitions the Planning & Zoning Board of Commissioners and the Board of Aldermen of the City of Salem, Missouri, to rezone the below described real estate from its present status

From Residentia

To Commercia

Site Information:

Location of Property (provide address and general vicinity) 903 Seenic RiversBlad. (Intersection of West Scanic Rivers Blud. and South Wines St.

Legal Description of Property and copy of plat Please see attached docyments

Adjoining Zoning E commercial S R1 W R1 N commercial

**Present Use of Property** used for Annie's Grill. Most recently

Proposed Use of Property Scooler's Coff Scooter's Coffee Drive -Then owned loperated Brewing Opportunitie, LLC

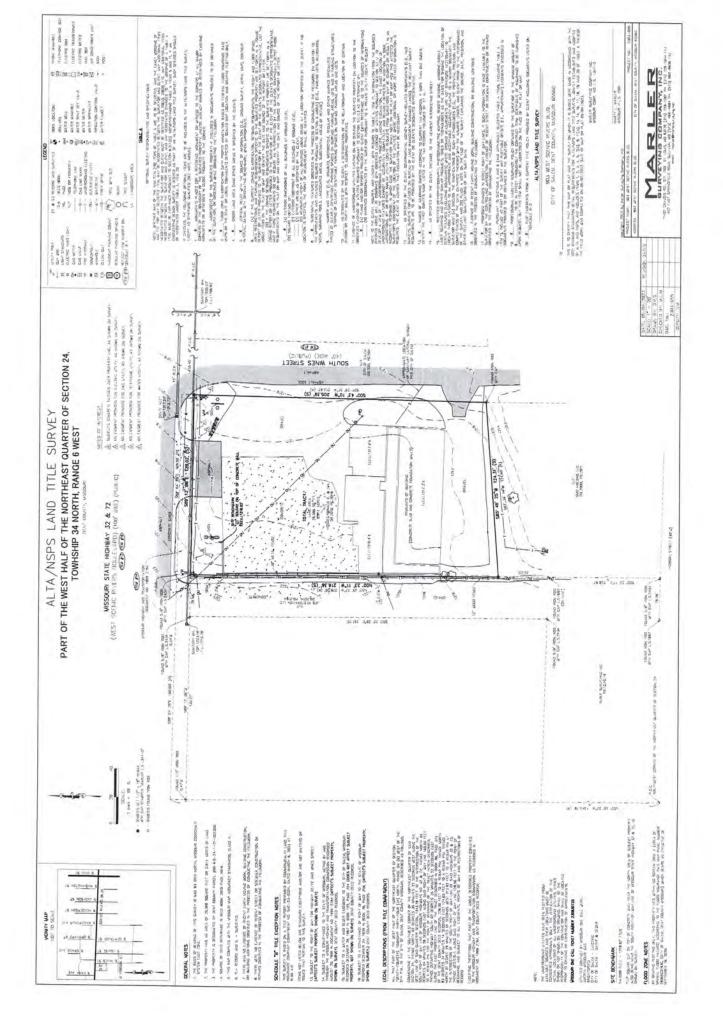
	CONTRACTOR OF THE OWNER	
Names/s, Addresses, and	Phone #'s of property owners	that adjoin said premises:
Name's	Address	Phone #
Michael Welford	1 907 W. Sugie Ris	abled (673) 729-001
James Schwartz		urs Bl.J. (573) 247-778
		1.54. (713)899-1858
The O'Here		KiversBLJ, (314) 813-305
I hereby certify that all the	information is true and accurate	
	and the second	
-4C140	als le	2/2
	Applic	ant/s
Owner/s FOR OFFICE USE ONLY Filed in the office of the Cit Submitted to the P & Z Con	Applic y Clerk	•••••••••••••••••••••••••••••••••••••••
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Owner/s FOR OFFICE USE ONLY Filed in the office of the Cit Submitted to the P & Z Con P & Z Recommended to Con P & Z Adverse Reports Written Protest to City Clerk	Applic	
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Owner/s FOR OFFICE USE ONLY Filed in the office of the Cit Submitted to the P & Z Com P & Z Recommended to Com P & Z Adverse Reports Written Protest to City Clerk Commission Public Hearing 15-day notice required to be bublic Hearing advertised or roperty owners adjoining sa HLL NO	Applic	mail
Owner/s FOR OFFICE USE ONLY Filed in the office of the Cit Submitted to the P & Z Com P & Z Recommended to Cou P & Z Adverse Reports Written Protest to City Clerk Commission Public Hearing 15-day notice required to be ublic Hearing advertised or roperty owners adjoining sa HLL NO ffective date of rezoning	Applic y Clerk	mail
Owner/s FOR OFFICE USE ONLY Filed in the office of the Cit Submitted to the P & Z Con P & Z Recommended to Con P & Z Adverse Reports Written Protest to City Clerk Commission Public Hearing 15-day notice required to be ublic Hearing advertised or roperty owners adjoining so ILL NO ffective date of rezoning	Applic y Clerk	mail

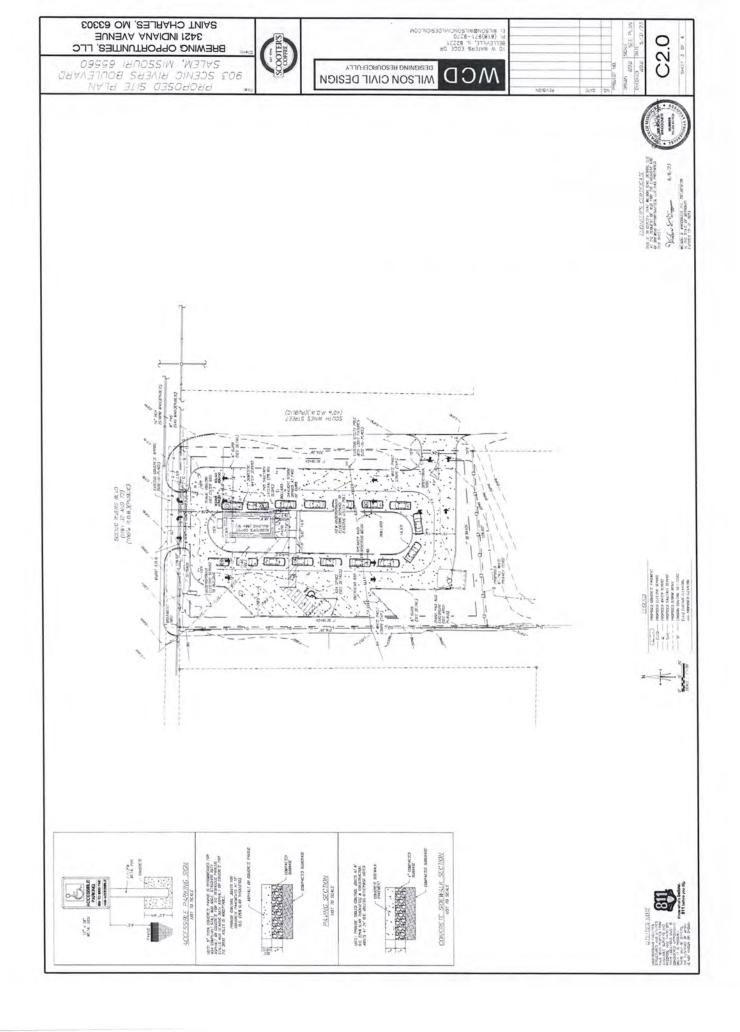
The Re-Zoning of \_

#### Salem, MO Site Legal Description

All that part of the West Half of the Northeast Quarter of Section Twenty-four (24), Township Thirty-four (34) North, Range Six (6) West of the 5th P.M., in the City of Salem, Dent County, Missouri, described as follows: Commencing at the Southwest corner of the Northeast Quarter of said Section 24, thence North 02 degrees 35 minutes 22 seconds West, along the West line of said Quarter section, 1343.79 feet to the intersection of the South right of way line of Missouri Highways No. 32 & 72; thence North 89 degrees 04 minutes 28 seconds East, along said right of way line 160.00 feet to a rebar pin for the point of beginning of the tract herein described; thence departing highway South 02 degrees 35 minutes 22 seconds East, along the East property line of the tract described in Book 96, Page 373 of the Dent County Deed Records, 226.00 feet to a rebar pin; thence North 83 degrees 34 minutes 14 seconds East, 124.60 feet to a rebar pin; thence North 01 degree 29 minutes 01 seconds West 213.92 feet to a rebar pin at the intersection of the South right of way line of said right of way line of said right of way and restrictions of record.

EXCEPTING THEREFROM, that part of the above described property conveyed to the Missouri Highway and Transportation Commission as recorded in Document No. 1999 2784, Dent County Deed Records.





MELISSA MAHURIN EXECUTIVE DIRECTOR

606 N. McGRATH LANE

PHONE - 573-729-6453 FAX - 573-729-8411 Housing Authority

CITY OF SALEM Salem, Missouri 65560



BOARD OF COMMISSIONERS JOE BRAND CHAIRMAN

> ROSE KINERK VICE-CHAIRMAN

GARY BROWN WANDA HENSON RICHARD LABRASH SR. SHERMAN ODOM

June 27, 2023

Mayor – City Council 400 North Iron Street Salem, Missouri 65560

Council:

With the recent passing of Gary Brown, Salem Housing needs to fill his unexpired fouryear term as a member of the Board of Commissioners of the Housing Authority of the City of Salem, Missouri, Mr. Browns four-year term does not expire until Sept 19, 2025. (Full term dates of Sept 20, 2021-Sept 19, 2025)

The Salem Housing Authority Board of Commissioners *recommend* that Ms. Sherry Lea be appointed to fulfill the remainder of Mr. Browns term of four years which expires on Sept 19, 2025.

Ms. Sherry Lea has stated she will gladly accept this appointment.

Respectfully submitted,

Meling Madulen

Melissa J Mahurin Executive Director Salem Housing Authority m.mahurin@salemha.com

# **Staff Summary Report**

MEETING DATE:	8/08/2023
AGENDA ITEM:	Reading of Bills (First Reading)
AGENDA TITLE:	Bil No. 3555

**ACTION REQUESTED BY:** 

**ACTION REQUESTED:** 

SUMMARY BY:

#### **PROJECT DESCRIPTION / FACTS**

Rate ceilings set the limit for the amount of taxes that can be levied. Each tax rate ceiling is determined annually and is adjusted to ensure revenue neutrality. Each tax rate ceiling is based on the assessed valuation for the entire political subdivision and is not calculated on an individual taxpayer basis.

#### PROCUREMENT

**FISCAL IMPACTS** 

#### SUPPORT DOCUMENTS:

DEPARTMENT'S RECOMMENDED MOTION: First Reading. No Vote.

#### **BILL NO. 3555**

#### **ORDINANCE NO. 3555**

AN ORDINANCE LEVYING FOR THE YEAR 2023 A TAX OF 67.50 CENTS UPON EACH AND EVERY ONE HUNDRED DOLLARS ASSESSED VALUATION OF REAL ESTATE AND PERSONAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF SALEM, MISSOURI FOR GENERAL REVENUE PURPOSES.

WHEREAS, the Missouri State Auditor's Office has reviewed the 2023 Assessed Valuation for the City of Salem, Missouri; and

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

#### Section 1.

There be and there is hereby levied for the year 2023 a tax of 67.50 cents upon each and every One Hundred Dollars assessed valuation of real estate and personal property subject to taxation within the corporate limits of the City of Salem, Missouri, for General Revenue purposes.

#### Section 2.

That the rate of taxation upon all real estate and personal property subject to taxation within the corporate limits of the City of Salem, Missouri, for the year 2023 for General Revenue purposes shall be 67.50 cents upon each and every One Hundred Dollars assessed valuation.

#### Section 3.

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

#### Section 4.

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 22<sup>nd</sup> DAY OF AUGUST 2023.

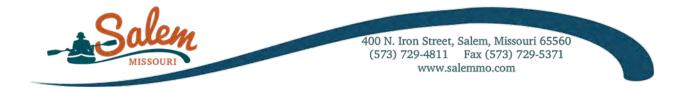
APPROVED:

ATTEST:

Greg Parker Mayor Tammy Koller City Clerk

APPROVED AS TO FORM:

James K. Weber, City Attorney



#### NOTICE OF PUBLIC TAX RATE HEARING

The Board of the Aldermen of the City of Salem, Missouri will conduct a Tax Levy Hearing to set the rate on Real Estate and Personal Property for the year 2023. The Hearing will be held during the Aldermen Meeting Tuesday, August 22, 2023, 6:00 P.M. in the City Hall Council Chamber, 202 N. Washington, Salem, MO, at which time citizens may be heard on the property tax rate proposed to be set by the City of Salem, Missouri, a political subdivision. The public is welcome to attend.

Assessed Valuation	<u>Tax Year 2022</u>	<u>Tax Year 2023</u>
Real Estate	38,739,742	39,630,982
Personal Property	<u>14,259,883</u>	<u>13,911,725</u>
Total	52,999,625	53,542,707

#### **New Construction & Improvements**

Real Estate	244,350	575,570
Increase in Personal Property	<u>3,085,576</u>	0
Total	3,329,926	575,570
Assessed Valuation	49,669,699	52,967,137
State Auditor Calculation of Revenue		
Permitted		\$ 361,413

Board of Aldermen of the City of Salem, Missouri

Tammy Koller City Clerk City of Salem, MO

MAYOR Greg Parker ALDERMEN East Ward West Ward Shawn Bolerjack Amanda Duncan Kala Sisco Kyle Williams PARKS AND RECREATION: Melissa DuBois POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash UTILITIES: Jennifer Cochran CITY ADMINISTRATOR Sally Burbridge CITY CLERK Tammy Koller CITY ATTORNEY James Weber BUILDING INSPECTION: Jarred Brown FINANCE: Stacey Houston

#### NOTICE OF 2023 AGGREGATE ASSESSED VALUATION

As required by Section 137.245.3, I Angie Curley, County Clerk of Dent County, State of Missouri, do hereby certify that the following is the aggregate assessed valuation of <u>City</u> of <u>Salem</u>, a political subdivision in Dent County, for the year 2023 as shown on the assessment lists on June 30<sup>th</sup>, 2023. I have included railroad and utility valuations as reported by the State Tax Commission for all political subdivisions other than school districts.

Real Estate	39,630,982.
Personal Property	<u>13,911,725.</u>
Total	53,542,707.

This information is transmitted to assist you in complying with Section 67.110, RSMo, which requires that notice be given, and public hearings held before tax rates are set.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County Commission of Dent County at my office in Salem, Missouri, this 20<sup>th</sup>day of July, 2023.

Clerk

This abstract must be forwarded to political subdivisions after BOE.

The following data has been provided by the county assessor's office:

New construction and improvements:

Related to real estate	575,570.	
Increase in personal property	0.	NUCOUNTY COUNTY
TOTAL	575,570.	* SEAL *
Annexed territory		
De-annexed territory ly assessed now state assessed		COUNTY, Manut

Locally assessed now state assesse Enterprise Zone amount not included in totals: **0**.

OP	PRO FORMA - STATE AUDIT Summary Page For Political Subdivisions Other			7/19/2023 (2023) erty
MISSOURI	City of Salem	09-033-0001	General Revenue	
	Name of Political Subdivision	Political Subdivision Code	Purpose of Levy	
	The final version of this form MUS	ST be sent to the county clerk.		
on this page tak subdivision wis statement, or an	a to complete the Summary Page is available from prior es into consideration any voluntary reduction(s) taken i hes to no longer use the lowered tax rate ceiling to calcu- ordinance justifying its action prior to setting and certi- the rate that would be allowed had there been no previo	n previous even numbered year(s). If in an e ulate its tax rate, it can hold a public hearing fying its tax rate. The information in the Info	even numbered year, the political and pass a resolution, a policy formational Data, at the end of these	For Political Subdivision Use in Calculating its Tax Rate
taken in	Year tax rate ceiling as defined in Chapter 137 a non-reassessment year (Prior year Summary Pa ar Summary Page, Line F in even numbered year	age, Line F minus Line H in odd numbe		0.6746
	it year rate computed pursuant to Article X,		n and	
Section	137.073, RSMo, if no voter approved increase (F	form A, Line 18)		0.6750
C. Amour if same	nt of rate increase authorized by voters for purpose. (Form B, Line 7)	r current year		
	compare to maximum authorized levy to if no election, otherwise Line C)	determine tax rate ceiling		0.0700
	um authorized levy the most recent voter a	nproved rate		0.6750
	it year tax rate ceiling maximum legal rate			1.0000
	Il subdivisions tax rate (Lower of Line D or			0.6750
G1. Less re	equired sales tax reduction taken from tax a	rate ceiling (Line F), if applicable		
	0% required reduction 1st class charter conding tax rate to the county(ies) taken from		ubmitting an estimated	
H. Less vo WARN	oluntary reduction by political subdivision ING: A voluntary reduction taken in an even num	taken from the tax rate ceiling (Lin bered year will lower the tax rate ceilin	ne F) ng for the following year.	
I. Plus al	lowable recoupment rate added to tax rate	ceiling (Line F) If applicable, attach I	Form G or H.	
	te to be levied (Line F - Line G1 - Line G2 - Li	• • • •		0.6750
AA. Rate to	be levied for debt service, if applicable (Fo	orm C, Line 10)		2,3,100
BB. Additio	onal special purpose rate authorized by vo )	oters after the prior year tax rates were	set. (Form B, Line 7 if a different	
	igned, Marlor		t the data set forth above and on t	olitical Subdivision) the
(1	Date) (Signature)	(Print Nat	me) (Tel	ephone)
	rate to be entered on tax books by county			
Section 13	certification from the political subdivision 7.073.7 RSMo, states that no tax rate shall b with the foregoing provisions of this section.	e extended on the tax rolls by the co	AA BB ounty clerk unless the political su	bdivision has
(1	Date) (County Clerk's Signatu	ure) (County	y) (Tel	ephone)
(1	Date) (County Clerk's Signate	ure) (County	y) (Tel	ephone)

COMP COMP	City of Sale				ool Districts Levying a Sing 33-0001 G	eneral Revenue	
		olitical Subdivis	sion	Polit	ical Subdivision Code Pu	rpose of Levy	
	The final v	version of this	form MU	ST be sent to	o the county clerk.		
					compliance with Article X, Sec	tion 22, and Secti	on 137.073, RSMo.
1. (2023) Cu		ssessed valuati					
Include th	1. Martin (* 1997)	e and locally as		uation obtair	ned from the county clerk, county	v assessor, or com	parable office finalized
(a)	1 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m	39,630,982	+	(b)	13,911,72	=	53,542,7
1.1	(Real I			-	(Personal Property)	-	(Total)
2. Assessed		new construct	ion & imp	orovements			
		e county clerk					
		nal property, us	2 . Sec. 12		der Line 2(b)		
(a)		575,570	+	(b)			575,5
(4)	(Real I			· · ·	ne 1(b) - 3(b) - 5(b) + 6(b) + 7(b)	<u>,</u>	(Total)
	(recur i	cource)			Line 2b is negative, enter zero		(1000)
		ly added territ		or			
(a)		0	+	(b)		<u> </u>	
	(Real I	Estate)			(Personal Property)		(Total)
(Line 1 to	tal - Line 2 to	r assessed valu otal - Line 3 tota	ul)				52,967,1
		essed valuation					11 00 00 11 11
Include pr the local l	rior year state board of equal	and locally ass lization.	essed valu	ation obtain	ed from the county clerk, county	assessor, or comj	barable office finalized t
NOTE: If	this is differe	ent than the amo	ount on the vised prio	e prior year H r year tax rat	Form A, Line 1, then revise the p e ceiling on this year's Summary	rior year tax rate Page, Line A.	form to recalculate the
(a)		38,739,742	+	(b)	14,259,883	3 =	52,999,6
	(Real I	Estate)			(Personal Property)		(Total)
		ly separated to		or			
	-	0	+	(b)		<u> </u>	
	(Real )	Estate)			(Personal Property)		(Total)
obtained t		perty locally as		or	but state assessed in current ye	ear	
obtained (a) (a) 7. Assessed obtained (	from the coun	a second a second second	+	(b)		<u> </u>	
obtained (a) (a) 7. Assessed	from the coun	0			(Personal Property)		(Total)
obtained (a) (a) 7. Assessed obtained (	from the coun	0 Estate)			(1 11001111 1 10) 110))		
obtained (a) (a) 7. Assessed obtained (a) 8. Adjusted	from the coun (Real 1 prior year a	0					52,999,0

(63)	Form A	FOR'S REVIEW OF DATA SUI		7/19/2023 (2023)
WISSOURI P	For Political Subdivisions Other City of Salem	r Than School Districts Levying 09-033-0001	a Single Rate on All Pi General Revenue	roperty
	Name of Political Subdivision	Political Subdivision Code	Purpose of Levy	
	The final version of this form MUS	T be sent to the county clerk.		
	Computation of reassessment growth	and rate for compliance with Article	X, Section 22, and Section	137.073, RSMo.
the political subdivis resolution, a policy s Data, at the end of th numbered year(s).	page takes into consideration any voluntary reduct sion wishes to no longer use the lowered tax rate c statement, or an ordinance justifying its action price page forms, provides the rate that would be allowe	eeiling to calculate its tax rate, it can hold a pub or to setting and certifying its tax rate. The info d had there been no previous voluntary reducti	lic hearing and pass a rmation in the Informational on(s) taken in an even	For Political Subdivision Use in Calculating its Tax Rate
assessed v	<b>ge increase in adjusted valuation</b> of ex valuation Line 8 / Line 8 x 100)	sisting property in the current year ov	er the prior year's	-0.0613%
	in Consumer Price Index (CPI) by the State Tax Commission			6.5000%
11. Adjusted (Line 8)	prior year assessed valuation			52,999,625
12. (2022) Ta	ax rate ceiling from prior year			
(Summar	y Page, Line A)			0.6746
	m prior year adjusted revenue berty that existed in both years (Line 11	x Line 12 / 100)		357,535
The perce	d reassessment revenue growth entage entered on Line 14 should be the re figure on Line 9 is treated as a 0 for L			0.0000%
	al revenue permitted x Line 14)			0
	enue permitted in current year * berty that existed in both years ( Line 13	+ Line 15)		357,535
17. Adjusted	current year assessed valuation (Line	e 4)		52,967,137
(Line 16 / Round a f	m tax rate permitted by Article X, Sec / Line 17 x 100) fraction to the nearest one/one hundreth is rate on the Summary Page, Line B		D	0.6750

\* To compute the total property tax revenues billed for the current year (including revenues from all new construction and improvements and annexed property), multiply Line 1 by the rate on Line 18 and divide by 100. The property tax revenues billed would be used in estimating budgeted revenues.

	For Political Subdivisions Other Than	School Districts Levying a S	Single Rate on All Prope	rty
Arissouri	City of Salem	09-033-0001	General Revenue	
	Name of Political Subdivision	Political Subdivision Code	Purpose of Levy	
een taken in prior verse any volunt	e information that would have been on the line items for the even numbered year(s). The information on this page shoul rry reduction(s) taken in prior even numbered year(s) and for	d not be used in the current year unless the ollows the following steps in an even num	e taxing authority wishes to bered year.	Based on Prior Year Tax Rate Ceiling as if No
and certi	erning body should hold a public hearing and adopt a resolu fying its tax rate. copy of the resolution, policy statement, or ordinance to the		ustifying its action prior to setting	Voluntary Reductions were Taken
				were Taken
	ational Summary Page			
	ar tax rate ceiling (Prior year Informational Su			0.6931
	year rate computed (Informational Form A, L		53.542	0.6935
	of increase authorized by voters for current	year (Informational Form B, Line	e 7 below)	
D. Rate to	compare to maximum authorized levy f no election, otherwise Line C)			0.6935
	m authorized levy most recent voter approved	rate		1.0000
	ceiling if no voluntary reductions were taker			1.0000
	f Line D or E)	i in a prior even numbered year		0.6935
Inform	ational Form A			
9. Percenta	ge increase in adjusted valuation (Form A, Li	ine 4 - Line 8 / Line 8 x 100)		-0.0613%
0. Increase	in Consumer Price Index (CPI) certified by the	he State Tax Commission		6.5000%
1. Adjuste	I prior year assessed valuation (Form A, Line	8)		52,999,625
12. (2022) T	ax rate ceiling from prior year (Informational	Summary Page, Line A from abo	ove)	0.6931
13. Maximu	m prior year adjusted revenue from property	that existed in both years (Line 1	1 x Line 12 / 100)	367,340
The perc	d reassessment revenue growth entage entered on Line 14 should be the lower of we figure on Line 9 is treated as a 0 for Line 14 p			0.0000%
15. Addition	al reassessment revenue permitted (Line 13 x	c Line 14)		(
6. Total re	venue permitted in current year from property	y that existed in both years (Line	13 + Line 15)	367,340
7. Adjuste	I current year assessed valuation (Form A, Li	ne 4)		52,967,137
	m tax rate permitted by Article X, Section 22 n (Line 16 / Line 17 x 100)	e, and Section 137.073, RSMo, in	f no voluntary reduction	0.6935
was take	ational Form B			
was take <u>Inform</u> 6. Prior ye	ational Form B ar tax rate ceiling to apply voter approved in tional Summary Page, Line A if increase to an e			

## TAX RATE APPROVED HISTORY PAST 15 YEARS

	APPROVED	PROPOSED BY SAO
2008	.624	.624
2009	.624	.6328
2010	.624	.6412
2011	.624	.624
2012	.6243	.6415
2013	.6334	.6334
2014	.6334	.6334
2015	.6374	.6374
2016	.6484	.6484
2017	.6533	.6533
2018	.6533	.6533
2019	.6522	.6522
2020	.6726	.6726
2021	.6746	.6746
2022	.6746	.6746

# **Staff Summary Report**

MEETING DATE:	8/08/2023
AGENDA ITEM:	Reading of Bills (First Reading)
AGENDA TITLE:	Bil No. 3556

**ACTION REQUESTED BY:** 

**ACTION REQUESTED:** 

SUMMARY BY:

#### **PROJECT DESCRIPTION / FACTS**

This conflict-of-interest ordinance will allow the city to continue to operate under the conflict-ofinterest requirements pursuant to Section 105.485.4 RSMo. This ordinance must be adopted by September 15, 2023, and sent to MEC within 10 days of adoption.

#### PROCUREMENT

FISCAL IMPACTS

SUPPORT DOCUMENTS:

DEPARTMENT'S RECOMMENDED MOTION: First Reading. No Vote.

#### **BILL NO. 3556**

AN ORDINANCE OF THE CITY OF SALEM, MISSOURI, TO ESTABLISH A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS FOR CERTAIN MUNICIPAL OFFICIALS.

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

#### Section 1. Declaration of Policy.

The proper operation of 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 not be used for personal gain; and that the public have 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 interests in matters affecting the political subdivision.

#### Section 2. Conflicts of Interest.

- a. All elected and appointed officials as well as employees of a political subdivision must comply with conflict of interest statutes under Chapter 105 of the Missouri Revised Statutes as well as any other state law governing official conduct.
- b. Any member of the governing body of a political subdivision who has a "substantial personal or private interest" in any measure, bill, order or ordinance proposed or pending before such governing body must disclose that interest to the secretary or clerk of such body and such disclosure shall be recorded in the appropriate journal of the governing body. Substantial personal or private interest is defined as ownership by the individual, his spouse, or his dependent children, whether singularly or collectively, directly or indirectly of: (1) 10% or more of any business entity; or (2) an interest having a value of \$ 10,000 or more; or (3) the receipt of a salary, gratuity, or other compensation or remuneration of \$ 5,000 or more, per year from any individual, partnership, organization, or association within any calendar year.

#### Section 3. Disclosure Reports.

Each elected official, candidate for elective office, the chief administrative officer, the chief purchasing officer, and the full-time general counsel shall disclose the following information by May 1, or the appropriate deadline as referenced in Section 105.487 RSMo., if any such transactions occurred during the previous calendar year:

- a. For such person, and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars, if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and
- b. The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars, if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.
- c. The chief administrative officer and the chief purchasing officer also shall disclose by May 1 or the appropriate deadline as referenced in Section 105.487, RSMo., the following information for the previous calendar year:
  - 1. The name and address of each of the employers of such person from whom income of one thousand dollars or more was received during the year covered by this statement;
  - 2. The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or coparticipant for each partnership or joint venture unless such names and addresses are filed by the partnership or joint venture with the secretary of state; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent or more of any class of the outstanding stock or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent or more of any class of outstanding stock, limited partnership units; or other equity interests;
  - 3. The name, address of each corporation for which such person served in the capacity of a director, officer or receiver.

#### Section 4. Filing of Reports.

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, covering the calendar year ending the previous December 31.

- b. Every 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; provided that any member of the Board of Aldermen may supplement the financial interest statement to report additional interests acquired after December 31 of the covered year until the date of filing of the financial interest statement.
- c. Every candidate required to file a personal financial disclosure statement shall file no later than fourteen days after the close of filing at which the candidate seeks nomination or election or nomination by caucus. The time period of this statement shall cover the twelve months prior to the closing date of filing for candidacy.
- d. Financial disclosure reports giving the financial information required in Section 3 shall be filed with the local political subdivision and with the Missouri Ethics Commission. The reports shall be available for public inspection and copying during normal business hours.

#### Section 5. Filing of Ordinance

A certified copy of the ordinance, adopted, shall be sent within ten days of its adoption to the Missouri Ethics Commission.

#### <u>Section 6</u>. Effective Date.

This ordinance shall be in full force and effect from and after the date of its passage and approval and shall remain in effect for two years from the date of passage.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 22<sup>nd</sup> DAY OF AUGUST 2023.

APPROVED:

ATTEST:

Greg Parker Mayor Tammy Koller City Clerk

APPROVED AS TO FORM:

James Weber City Attorney

# **Staff Summary Report**

MEETING DATE:	August 8, 2023
AGENDA ITEM:	Reading of Bills
AGENDA TITLE:	Bill No. 3557
ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Approval of Sanitation Services Contract with WCA
SUMMARY BY:	Sally Burbridge

#### **PROJECT DESCRIPTION / FACTS**

Please see Bid approval description on this same agenda.

#### PROCUREMENT

Please see Bid approval description on this same agenda.

#### **FISCAL IMPACTS**

Included in the City's current budget is \$365,400 for Charges for Service, and \$361,100 for Expenses for service. Both lines will need a budget adjustment at the end of the year since new rates were not available during budget preparation.

Please note – the above listed rates are what WCA would charge the city. Historically an additional \$.50 has been added monthly to each account to cover the cost to the city of billing/collecting the rates from citizens on WCA's behalf. Staff recommend continuing the additional \$.50 per account/monthly.

SUPPORT DOCUMENTS:	Contract between WCA and City of Salem for Sanitation Services
DEPARTMENT'S RECOMME WCA for Sanitation Services	ENDED MOTION: Move to Approve the 3-year Contract with

#### **BILL NO. 3557**

AN ORDINANCE TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SALEM, MISSOURI AND WCA WASTE CORPORATION TO COLLECT, HAUL AND DISPOSE OF ALL REFUSE, RUBBISH AND OTHER WASTE GENERATED FROM RESIDENCES IN THE CITY OF SALEM, MISSOURI.

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 execute on behalf of the City of Salem, Missouri a contract with WCA Waste Corporation to collect, haul and dispose of all refuse, rubbish and other waste generated from residences in the City of Salem, Missouri. See "Exhibit A".

#### Section 2.

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

#### Section 3.

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 22<sup>nd</sup> DAY OF AUGUST 2023.

APPROVED:

ATTEST:

Greg Parker Mayor Tammy Koller City Clerk

APPROVED AS TO FORM:

James K. Weber City Attorney

#### "Exhibit A"

#### CONTRACTAGREEMENT

THIS CONTRACT, made this 22 day of August 2023, between the City of Salem, Missouri, hereinafter called "Owner, "and WCA Waste Corporation hereinafter called "Contractor," witnesseth asfollows:

- ARTICLE 1. CONTRACTOR shall have the exclusive responsibility to collect, haul and dispose of all refuse, rubbish and other waste generated from residences in the City at such collection points and in such frequencies as designated by the Owner in this contract.
- ARTICLE 2. DEFINITIONS:

The following terms used in this contract are defined as follows:

OWNER - City of Salem, Missouri.

CONTRACTOR - The person, firm, or corporation with whom this contract is made by the Owner.

WORK - This term shall include the furnishing of all materials, services, articles, tools, equipment, transportation, labor and superintendence, as is herein otherwise expressly stipulated, necessary fully to perform this Contract.

- ARTICLE 3. CONTRACTOR shall provide the exclusive residential collection of solid waste one time per week per customer from the curbside starting no earlier than 6:00 a.
   m. (EXCEPTION: The months of July and August no earlier than 5:00 a. m.). If a holiday falls during the workweek, all routes will be run one day behind the holiday. (Holidays include Thanksgiving Day and Christmas Day).
- ARTICLE 4. CONTRACTOR shall perform their duties in a quiet, orderly and sanitary manner. In case of spillage during collection, the contractor shall restore the site to a clean and satisfactory condition.
- ARTICLE 5. CONTRACTOR shall provide free pick-up of all City containers. The contractor shall also furnish all containers as necessary for municipal facilities.
- ARTICLE 6. CONTRACTOR shall make available special services to the residents of the City of Salem. These services should include but not be limited to rental containers for storage of trash and assistance to senior and/or handicapped individuals.
- ARTICLE 7. CONTRACTOR shall not be allowed to sublet or assign this contract or any portion thereof without the written consent and approval of the City of Salem.

- ARTICLE 8. CONTRACTOR shall use an appropriate State approved transfer station or landfill as the primary disposal site.
- ARTICLE 9. CONTRACTOR shall file with the City a certificate of insurance from an insurance company with Best's rating of at least B+N II. The contractor's policy shall have endorsed a requirement that at least 30 days written notice must be mailed to the City indicating any cancellation or material change in coverage.
- ARTICLE 10. CONTRACTOR shall indemnify and hold harmless the City of Salem and its elected and appointed officials and employees from and against all claims, damages, losses, and expenses, including attorney fees arising out or resulting from the performance of the work connected with this contract but excluding any punitive damages.
- ARTICLE 11. In the event of CONTRACTOR' S default or breach of any material term of this contract, which default or breach is not cured within five (5) days of written notice therefore from OWNER, OWNER shall have the right with forty-five days written notice to cancel this contract. If any such default or breach cannot be cured by the CONTRACTOR using its commercially reasonable best efforts within five days, OWNER agrees to provide CONTRACTOR with up to ten (10) additional days to cure the default or breach before CONTRACTOR is deemed to be in violation of this Agreement.
- ARTICLE 12. CONTRACTOR shall at all times comply with all City Ordinances, health and sanitation regulations of the City of Salem, Solid Waste Standards of the State of Missouri and all Federal laws and regulations.
- ARTICLE 13. OWNER shall notify the contractor of any complaints to do with their service. The contractor shall promptly investigate all complaints and shall arrange for collection of any missed collections within twenty-four (24) hours of their scheduled collection.
- ARTICLE 14. CONTRACTOR shall provide a two-week Spring Clean-up and one-week Fall Clean-up for all residential customers.
- ARTICLE 15. Contractor to provide 96 gallon cart for trash.
- ARTICLE 16. This contract shall commence on September 1, 2023 and shall continue until August 31, 2026.

#### ARTICLE 17. FEES charged to the owner:

Residential Rates 2023-2024 Residents within the City Limits Senior Citizens within City Limits Non-residents on City Utilities	\$ 18.00 \$ 17.00 \$ 21.00
Residential Rates 2018-2019 Residents within the City Limits Senior Citizens within City Limits Non-residents on City Utilities	\$18.90 \$17.85 \$22.05
Residential Rates 2019-2020 Residents within the City Limits Senior Citizens within City Limits Non-residents on City Utilities	\$ 19.85 \$ 18.74 \$ 23.15

IN WITNESS WHEREOF, THE OWNER AND CONTRACTOR, RESPECTIVELY HAVE CAUSED THIS CONTRACT TO BE DULY EXECUTED, IN DUPLICATE, AS OF THIS DAY AND YEAR FIRST ABOVE WRITTEN.

#### **OWNER**

#### **CONTRACTOR**

City of Salem, Missouri

WCA Waste Corporation

By:\_\_\_\_\_ Greg Parker

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

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

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

#### **BILL NO. 3558**

AN ORDINANCE TO ALLOW THE SUBDIVISION OF 1506 SOUTH MACARTHUR, IN THE CITY OF SALEM, MISSOURI.

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

#### Section 1.

That the City of Salem, Missouri accepts the subdivision of 1506 South MacArthur known to be Parcel A, Parcel C, and Parcel D as described in Exhibit "A" incorporated herein and made part of this ordinance, owned by C.R Financial.

#### Section 2.

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 22<sup>nd</sup> DAY OF AUGUST 2023.

APPROVED:

ATTEST:

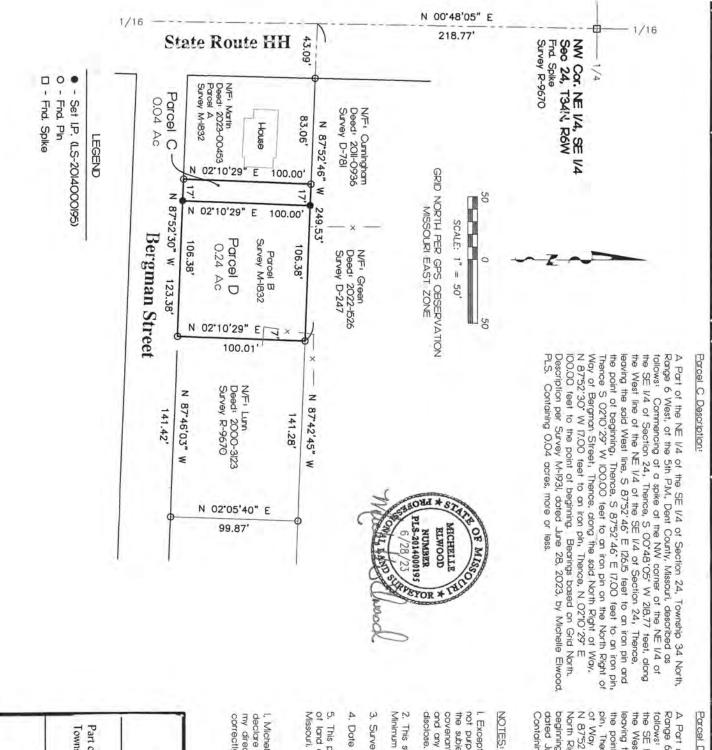
Greg Parker Mayor Tammy Koller City Clerk

APPROVED AS TO FORM:

James Weber City Attorney

#### **Parcel A Description**

A Part of the NE 1/4 of the SE 1/4 of Section 24, Township 34 North Range 6 West, of the 5th PM, Dent County, Missouri described as follows: Commencing at a spike at the NW comer of the NE 1/4 of the SE 1/4 of Section 24, Thence, S 00°48'05" W 218.77 feet, along the West line of the NE 1/4 of the SE 1/4 of Section 24, Thence, leaving the said West line, S 87°52'46" E 43.09 feet to an iron pin on the East Right of Way of State Route HH and the point of beginning. Thence, S 87°52'46" E 83.06 feet to an iron pin, Thence, S 02°10"29" W 100.00 feet to an iron pin on the North Right of Way of Bergman Street, Thence, along the said North Right of Way, N 87°52'30" W 81.63 feet to an iron pin on the East Right of State Route HH, Thence, along the said East Right of Way, N 01°21'38" E 100.00 feet to the point of beginning. Bearings based on Grid Norh. Description per Survey M-1832, dated January 18, 2023, by Michelle Elwood PLS. Containing 0.19 acres, more or less.



Parcel D Description

A Part of the NE I/4 of the SE I/4 of Section 24, Township 34 North, Range 6 West, of the 5th P.M., Dent County, Missouri, described as follows: Cammencing at a spike at the NW corner of the NE I/4 of the SE I/4 of Section 24, Thence, S OC/48/OS' W 216.77 feet, along the West line of the NE I/4 of the SE I/4 of Section 24, Thence, leaving the said West line, S 87'52'46' E I43.15 teet to an iron pin and the point of beginning, Thence, S 87'52'46' E I06.38 feet to an iron pin, Thence S O2'IO'29' W IOO.01 feet to an iron pin and the you'd Bergman Street, Thence, along the said North Right of Way of Bergman Street, Thence, along the said North Right of Way, N 87'52'30' W I06.38 feet to an iron pin, Thence, leaving the said North Right of Way, N 02'IO'29' E IOO.00 feet to the point at beginning. Bearings based on Grid North. Description per Survey M-1931, acted June 28, 2023, by Michelle Elwood, PLS.

# S

I. Except as specifically stated or shown an this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, and any other facts which an accurate and current title search may devolve.

 This survey was executed in accordance with the current "Missouri Minimum Standards for Property Boundary Surveys" (2 CSR 90-60).

3. Survey classified Rural (2 CSR 90-60.04).

4. Date of field work: June, 2023.

5. This plat represents a survey of the Parcels shown. Parcels are part

of land described in Document 2022-2091, Dent County Records, Missouri

# SURVEYOR'S DECLARATION

 Michelle Elwood, Missouri Professional Land Surveyar, No. 2014000195, declare that CR Financial has requested a survey to be made under my direct supervision and the results shown on this plat are represented correctly to the best of my professional knowledge.

SURVEY NO.	CR Financial
DATE: June 28, 2023	Dent County, Missouri
CHECKED BY: MLE	Part of the NE 1/4 of the SE 1/4 of Sec. 24, Township 34 North, Range 6 West, 5th P.M.
DRAWN BY: BMK	Survey Plat
, Missouri 65560 2881	1901 South Main Street Salem, Missouri 65560 Phone (573) 453-2881
od, PLS	Michelle L. Elwood, PLS

#### **BILL NO. 3559**

AN ORDINANCE TO ALLOW THE SUBDIVISION OF 501 NORTH WASHINGTON, IN THE CITY OF SALEM, MISSOURI.

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

#### Section 1.

That the City of Salem, Missouri accepts the subdivision of 501 North Washington, as described in "Exhibit A" as incorporated herein, owned by AMKB Investments.

#### Section 2.

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 22<sup>nd</sup> DAY OF AUGUTST, 2023.

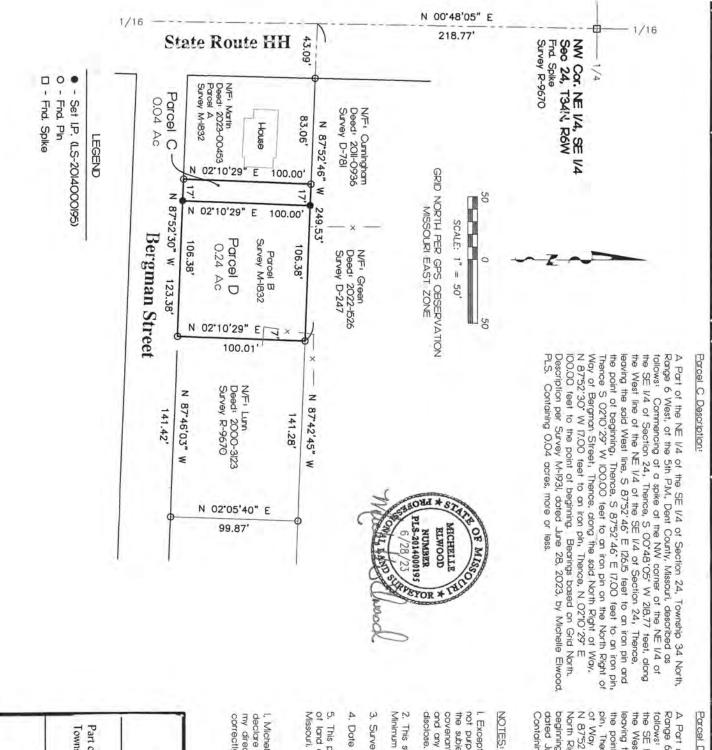
APPROVED:

ATTEST:

Greg Parker Mayor Tammy Koller City Clerk

APPROVED AS TO FORM:

James Weber City Attorney



Parcel D Description

A Part of the NE I/4 of the SE I/4 of Section 24, Township 34 North, Range 6 West, of the 5th P.M., Dent County, Missouri, described as follows: Cammencing at a spike at the NW corner of the NE I/4 of the SE I/4 of Section 24, Thence, S OC/48/OS' W 216.77 feet, along the West line of the NE I/4 of the SE I/4 of Section 24, Thence, leaving the said West line, S 87'52'46' E I43.15 teet to an iron pin and the point of beginning, Thence, S 87'52'46' E I06.38 feet to an iron pin, Thence S O2'IO'29' W IOO.01 feet to an iron pin and the you'd Bergman Street, Thence, along the said North Right of Way of Bergman Street, Thence, along the said North Right of Way, N 87'52'30' W I06.38 feet to an iron pin, Thence, leaving the said North Right of Way, N 02'IO'29' E IOO.00 feet to the point at beginning. Bearings based on Grid North. Description per Survey M-1931, acted June 28, 2023, by Michelle Elwood, PLS.

# S

I. Except as specifically stated or shown an this plat, this survey does not purport to reflect any of the following which may be applicable to the subject real estate: easements, building setback lines, restrictive covenants, subdivision restrictions, zoning or other land-use regulations, and any other facts which an accurate and current title search may devolve.

 This survey was executed in accordance with the current "Missouri Minimum Standards for Property Boundary Surveys" (2 CSR 90-60).

3. Survey classified Rural (2 CSR 90-60.04).

4. Date of field work: June, 2023.

5. This plat represents a survey of the Parcels shown. Parcels are part

of land described in Document 2022-2091, Dent County Records, Missouri

# SURVEYOR'S DECLARATION

 Michelle Elwood, Missouri Professional Land Surveyar, No. 2014000195, declare that CR Financial has requested a survey to be made under my direct supervision and the results shown on this plat are represented correctly to the best of my professional knowledge.

SURVEY NO.	CR Financial
DATE: June 28, 2023	Dent County, Missouri
CHECKED BY: MLE	Part of the NE 1/4 of the SE 1/4 of Sec. 24. Township 34 North, Range 6 West, 5th P.M.
DRAWN BY: BMK	Survey Plat
, Missouri 65560 2881	1901 South Main Street Salem, Missouri 65560 Phone (573) 453-2881
od, PLS	Michelle L. Elwood, PLS

AN ORDINANCE TO REZONE 903 WEST SCENIC RIVERS IN THE CITY OF SALEM, MISSOURI FROM RESIDENTIAL R-1 TO COMMERCIAL C-1.

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

#### Section 1.

The following tract of land described in Exhibit "A" incorporated herein and made part of this ordinance, is hereby zoned as a Commercial District and shall be reflected as such on the zoning map of the City of Salem, Missouri.

#### 903 West Scenic Rivers Blvd., owner Ben Campbell

#### Section 2.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed.

#### Section 3.

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 22<sup>nd</sup> DAY OF AUGUST, 2023.

APPROVED:

ATTEST:

Greg Parker Mayor Tammy Koller City Clerk

APPROVAL AS TO FORM:

James Weber City Attorney

#### Salem, MO Site Legal Description

All that part of the West Half of the Northeast Quarter of Section Twenty-four (24), Township Thirty-four (34) North, Range Six (6) West of the 5th P.M., in the City of Salem, Dent County, Missouri, described as follows: Commencing at the Southwest corner of the Northeast Quarter of said Section 24, thence North 02 degrees 35 minutes 22 seconds West, along the West line of said Quarter section, 1343.79 feet to the intersection of the South right of way line of Missouri Highways No. 32 & 72; thence North 89 degrees 04 minutes 28 seconds East, along said right of way line 160.00 feet to a rebar pin for the point of beginning of the tract herein described; thence departing highway South 02 degrees 35 minutes 22 seconds East, along the East property line of the tract described in Book 96, Page 373 of the Dent County Deed Records, 226.00 feet to a rebar pin; thence North 83 degrees 34 minutes 14 seconds East, 124.60 feet to a rebar pin; thence North 01 degree 29 minutes 01 seconds West 213.92 feet to a rebar pin at the intersection of the South right of way line of said right of way line of said negrees 34 minutes 14 seconds East, 124.60 feet to a rebar pin; thence North 01 degree 29 minutes 01 seconds West 213.92 feet to a rebar pin at the intersection of the South right of way line of said Highways 32 & 72; thence Westerly, along said right of way line 128.50 feet to the point of beginning, and subject to all easements, rights of way and restrictions of record.

EXCEPTING THEREFROM, that part of the above described property conveyed to the Missouri Highway and Transportation Commission as recorded in Document No. 1999 2784, Dent County Deed Records.

# **Staff Summary Report**

MEETING DATE:	7/25/2023
AGENDA ITEM:	
AGENDA TITLE:	YEAR-END BUDGET ADJUSTMENTS 2022-23
ACTION REQUESTED BY:	STACEY HOUSTON
ACTION REQUESTED:	APPROVAL FOR BUDGET ADJUSTMENTS
SUMMARY BY:	Stacey Houston

#### **PROJECT DESCRIPTION / FACTS**

These budget amendments to FY 2022-2023 will increase total budgeted revenues from \$14,613,626 to \$15,031,426; budgeted expenditures from \$14,263,871 to \$14,271,671; and Intergovernmental Transfers from \$2,152,542 to \$2,402,542.

100 General- Sales tax revenues have come in more than what was budgeted, so we can reduce the amount of transfer from the Electric fund by \$150,000.

290 Building Permit- Remove a \$10,000 expense (zone mapping) that will be pushed to the next budget year. when the budget was approved, the beginning balance in the fund was 25,504. After the budget was finalized and approved an expense of \$10,253.52 was posted to the fund, this causing the negative fund balance on the budget.

501 Electric- The \$150,000 not going to General Fund, move to Electric Reserve Fund.

501 Electric- Sale of Electric came in more than budgeted, move to Electric Reserve Fund, \$250,000.

503 Electric Reserve Fund- fund balance will increase by \$400,000.

510 Water Fund- A new utility van, \$17,800 was requested and approved by the board on 3/14/2023. Increase water sales revenue to offset additional expense (actuals is more than budgeted).

#### PROCUREMENT

#### **FISCAL IMPACTS**

Total budgeted revenues will increase \$417,800 from \$14,613,626 to \$15,031,426; budgeted expenditures will increase \$7,800 from \$14,263,871 to \$14,271,671; and Intergovernmental Transfers will increase \$250,000 from \$2,152,542 to \$2,402,542.

**SUPPORT DOCUMENTS:** FY 22-23 Budget Adjustments- Attachment A

**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve the budget adjustments

#### AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE CITY OF SALEM, MISSOURI BEGINNING JULY 1, 2022, AND APPROPRIATING FUNDS PURSUANT THERETO.

**WHEREAS**, an amendment in the revenue and expense appropriations for General, Building Permit, Electric, Electric Reserve, and Water funds are needed; and

**WHEREAS**, these amendments will increase total revenues from \$14,613,626.00 to \$15,031,426.00, increase total expenditures from \$14,263,871.00 to \$14,271,671.00 and intergovernmental transfers will increase from \$2,152,542.00 to \$2,402,542.00.

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

#### Section 1:

The annual Budget of the City of Salem, Missouri, for the Fiscal Year beginning July 1, 2022, adopted by ORDINANCE NO. 3510 and amended by ORDINANCE NO. 3530 is hereby amended per the attached document titled FY 22-23 BUDGET AMENDMENTS-ATTACHMENT A, attached to and made part of this Ordinance.

#### Section 2:

Funds are hereby appropriated for the objects and purposes of revenues, expenditures, and intergovernmental transfers set forth in said FY 22-23 Budget Amendment Attachment A. Section 3:

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AND APPROVED BY THE MAYOR THIS 8<sup>th</sup> DAY OF AUGUST, 2023.

APPROVED:

ATTEST:

Greg Parker Mayor Tammy Koller City Clerk

APPROVED AS TO FORM:

James K. Weber City Attorney FY 22-23 Budget Adjustments - Attachment A

<u>100- GENERAL</u> 100-42000 100-49000	SALES TAX- 1% TRANS FROM ELECTRIC- DECREASE \$150,000	Current Budget \$1,252,600.00 \$900,000.00	ADJUSTMENT 150,000.00 (150,000.00)	New Budget \$1,402,600.00 \$750,000.00		
	Total 100-General Fund Revenues - INCREASE \$150,000 Total 100-Intergovernmental Transfer - Decrease \$150,000					
290- BUILDING PERMIT 290-501-50700	SPECIAL SERVICES	\$10,000.00	-\$10,000.00	\$0.00		
	Total 290 Building Permit Fund Expenses - Decrease \$10,000	)				
501-ELECTRIC FUND						
501-501-80500 501-501-80400	TRANS TO GENERAL- DECREASE \$150,000 TRANS TO ELECTRIC RESERVE- INCREASE \$150,000	\$900,000.00 \$330,000.00	(150,000.00) \$150,000.00	\$750,000.00 \$480,000.00		
501 501 00400				÷+00,000.00		
	Total 501 Intergovernmental Transfer - No change (moving from one account to another account)					
501-46140	SALE OF ELECTRIC	\$6,827,759.00	\$250,000.00	\$7,077,759.00		
501-501-80400	TRANS TO ELECTRIC RESERVE- INCREASE \$250,000	\$480,000.00	\$250,000.00	\$730,000.00		
	Total 501 Electric Fund Revenues - Increase \$250,000 Total 501 Electric Fund Intergovernmental Transfer - Increase \$250,000					
503-ELECTRIC RESERVE FUND						
503-49000	TRANS FROM ELECTRIC FUND- INCREASE \$150,000					
	TRANS FROM ELECTRIC FUND- INCREASE \$250,000	\$330,000.00	\$400,000.00	\$730,000.00		
	Total 502 Electric Reserve Fund Intergovernmental Transfer - Increase \$400,000					
510-WATER						
510-46150	WATER SALES	\$768,908.00	\$17,800.00	\$786,708.00		
510-501-70357	NEW SERVICE TRUCK/VAN- INCREASE \$17,800	\$0.00	\$17,800.00	\$17,800.00		
	APPROVED BY BOARD ON 3/14/2023					
	Total 510 Water Fund Revenues - Increase \$17,800					
	Total 510 Water Fund Expenses - Increase \$17,800					
TOTAL REVENUES		\$14,613,626.00		\$15,031,426.00		
TOTAL EXPENDITURES		\$14,263,871.00		\$14,271,671.00		
TOTAL INTERGOVERNMENTAL TRAN	ISFERS	\$2,152,542.00		\$2,402,542.00		