

BOARD OF ALDERMEN AGENDA  
FEBRUARY 28, 2023  
6:00 P.M.

1. ITEM I:            CALL TO ORDER
2. SUBJECT:        Start of Board Meeting
3. DISCUSSION:   The Board is called to order.  
  
Pledge of Allegiance and Prayer.

BOARD OF ALDERMEN AGENDA  
FEBRUARY 28, 2023  
6:00 P.M.

1. ITEM II:        ROLL CALL
2. SUBJECT:        Calling of Roll
3. DISCUSSION:

Mayor Greg PARKER

Alderman Kyle WILLIAMS

Alderman Shawn BOLERJACK

Alderwoman Amanda DUNCAN

Alderwoman Kala SISCO

City Administrator Sally BURBRIDGE

City Clerk Tammy KOLLER

City Attorney James K. WEBER

Public Works Director Mark NASH

Chief of Police Joe CHASE

Other CITY STAFF if present

CITY OF SALEM

REQUEST TO BE HEARD AT A CITY COUNCIL MEETING

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

Request filed by:

Name: Rob Benowitz

Address: 703 E 7th St

Phone: 573-247-8450

Date of Council meeting that you request to be heard: 2/20/23

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

Mayor      City Administrator      City Clerk      Superintendent

Other (specify): Public Works - Mark N.

What is your request: Close 4th St South of  
Court house from Hwy 19 to just  
West of Iron St.

100 Acre Wood - Ken Block memorial  
tribute 3/16 8:30-9:00 PM.

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

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

## CITY OF SALEM

### REQUEST TO BE HEARD AT A CITY COUNCIL MEETING

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

Request filed by:

Name: The Local

Address: 206 W 4th St Salem MO 65560

Phone: 573 453 2702

Date of Council meeting that you request to be heard: 02/28/2023

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

Mayor

City Administrator

City Clerk

Superintendent

Other (specify): Alderman Kyle Williams

What is your request: The Local on 4th St's First Annual

Local Social from 4pm - 9pm. Using the

block (requesting blocked off) S. Jackson - S.

Washington St on March 10th, 2023.

Incorporating music, wing eating

contest & Giant Jenga tournament.

Requesting alcohol to be allowed for

consumption within confines of clearly

defined area.

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

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

Return by 20th

# **Staff Summary Report**

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<b>MEETING DATE:</b>	02/28/2023
<b>AGENDA ITEM:</b>	
<b>AGENDA TITLE:</b>	FINANCIAL UPDATE

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<b>ACTION REQUESTED BY:</b>	STACEY HOUSTON
<b>ACTION REQUESTED:</b>	FOR REVIEW
<b>SUMMARY BY:</b>	Stacey Houston

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## **PROJECT DESCRIPTION / FACTS**

Financial update:

Sales Tax Revenues are through Feb 28, 2023, and are coming in strong for the year, we are tracking to come in more than what we have budgeted.

Utilities Usage & Revenues are through Jan 31, 2023:

Electric Revenues, we are tracking to come in more than budgeted, but we are tracking to go over budget on the expense side for our cost of power.

Water & Sewer Revenues, we are tracking to come in more than budgeted on both funds.

The Treasurers Report shows data through Jan 31, 2023

## **PROCUREMENT**

NA/

## **FISCAL IMPACTS**

N/A

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<b>SUPPORT DOCUMENTS:</b>	Sales Tax Collected through Feb 2023 / Utility Consumption & Revenues / Treasurers Report through Jan 31, 2023
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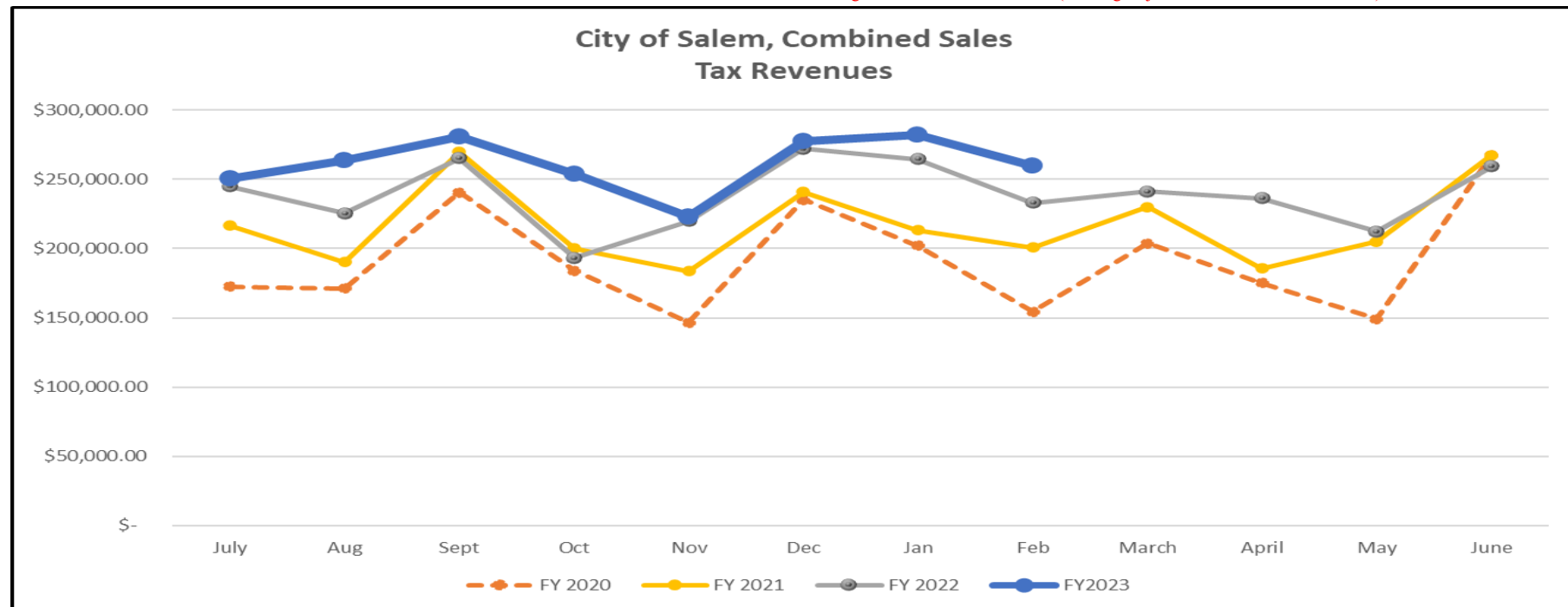
<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	N/A
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# SALES TAX REVENUE

	2019-2020	2020-2021	2021-2022	2022-2023	2022-2023
	Actuals	Actuals	Actuals	YTD	Budget
Gen'l Fund	\$ 1,125,240	\$ 1,310,248	\$ 1,413,487	\$ 1,028,671	\$ 1,252,600
July-February	\$ 731,480	\$ 841,824	\$ 945,406	\$ 1,028,671	
Parks & Rec	\$ 421,958	\$ 491,424	\$ 530,008	\$ 385,747	\$ 425,000
July-February	\$ 274,299	\$ 315,614	\$ 354,535	\$ 385,747	
Cap Imp	\$ 562,620	\$ 655,124	\$ 706,743	\$ 514,336	\$ 650,000
July-February	\$ 365,740	\$ 420,912	\$ 472,703	\$ 514,336	

\*\*Through Feb 2023 as of 2/22/2023 (Pending Adjustments & Year End Transfers)



UTILITY USAGE & REVENUE							
	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	2021-2022 JUNE-JAN	2022-2023 YTD ACTUAL	2022-2023 BUDGETED	Percent of Budget
Electric Consumption Sold	53,649,806	55,511,522	52,787,837	31,169,345	32,102,729		
Electric Sales Rev.	\$ 5,078,855	\$ 5,076,208	\$ 5,388,796	\$ 3,104,776	\$ 4,242,733	\$ 6,677,759	64%
Electric Revenue Collected	\$ 3,856,219	\$ 4,437,344	\$ 5,309,157		\$ 3,866,172		
Purchase of Power	\$ 3,101,409	\$ 3,636,738	\$ 4,135,284	\$ 2,377,237	\$ 2,832,054	\$ 4,321,372	66%
Water Consumption Sold	123,846,229	150,680,971	133,720,064	83,162,747	86,309,185		
Water Sales Rev.	\$ 787,185	\$ 950,933	\$ 839,084	\$ 529,746	\$ 562,939	\$ 768,908	73%
Water Revenues Collected	\$ 590,714	\$ 703,200	\$ 882,471		\$ 519,483		
Sewer Consumption Sold	113,213,897	136,779,028	121,145,016	74,828,445	74,008,517		
Sewer Sales Rev.	\$ 748,333	\$ 901,523	\$ 777,868	\$ 496,901	\$ 575,081	\$ 728,759	79%
Sewer Revenues Collected	\$ 564,188	\$ 662,644	\$ 832,558		\$ 498,870		

\*\*Through Jan 31, 2023-as of 02/22/2023 (Pending Year End Transfers & Adjustments)

							ADJUSTMENTS			
FUND	BEGINNING CASH BALANCE	Y-T-D REVENUES	Y-T-D EXPENDITURES	TRANSFERS IN	TRANSFERS OUT	CASH BASIS ENDING BALANCE	NET CHANGE OTHER ASSETS	NET CHANGE LIABILITIES	ACCURAL BASIS ENDING BALANCE	
100-GENERAL FUND	111,036.47	1,892,581.72	1,710,884.60	450,000.00	100,283.00	642,450.59	0.00 (	23,198.88)	619,251.71	
120-EMERGENCY FUND	38,620.03	382.40	0.00	0.00	0.00	39,002.43	0.00	0.00	39,002.43	
130-POST COMMISSION	1,257.32	517.40	0.00	0.00	0.00	1,774.72	0.00	0.00	1,774.72	
201-SPECIAL STREET	410,440.05	150,499.41	27,077.02	0.00	0.00	533,862.44	0.00	0.00	533,862.44	
210-PARK & RECREATION	335,066.45	399,006.42	312,552.49	0.00	0.00	421,520.38	0.00 (	2,531.88)	418,988.50	
220-POLICE DEPT.LAW ENF.FUND	2,851.93	988.03	0.00	0.00	0.00	3,839.96	0.00	0.00	3,839.96	
230-OFFICERS TRAINING FUND	1,209.67	157.02	0.00	0.00	0.00	1,366.69	0.00	0.00	1,366.69	
240-FIREWORKS FUND	2,106.22	3.89	1,712.56	0.00	0.00	397.55	0.00	0.00	397.55	
250-INMATE SECURITY FUND	983.79	154.78	0.00	0.00	0.00	1,138.57	0.00	0.00	1,138.57	
255-CHDC GRANT FUNDS	0.01	0.00	0.00	0.00	0.00	0.01	0.00	0.00	0.01	
260-LOCAL LAW ENF. GRANT FUND	4.90	0.05	0.00	0.00	0.00	4.95	0.00	0.00	4.95	
265-DELTA REGIONAL GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
270-PROTEST ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
280-CDBG STORMWATER GRANT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
290-BUILDING PERMIT FUND	15,249.51	8,917.10	13,747.31	0.00	0.00	10,419.30	0.00	10,030.92	20,450.22	
299-POLICE CONTRIBUTION FUND	436.40	4.32	0.00	0.00	0.00	440.72	0.00	0.00	440.72	
301-CAPITAL IMP SALES TAX	457,726.60	468,727.35	338,109.17	0.00	0.00	588,344.78	0.00 (	2,432.89)	585,911.89	
501-ELECTRIC FUND	81,113.13	4,436,115.86	3,529,279.43	0.00	593,885.00	394,064.56	293,620.62 (	2,009.10)	98,434.84	
502-ELECTRIC D & R FUND	75,896.73	751.49	0.00	0.00	0.00	76,648.22	0.00	0.00	76,648.22	
503-ELECTRIC RESERVE FUND	19,221.04	1,156.98	0.00	143,885.00	0.00	164,263.02	0.00	0.00	164,263.02	
510-WATER FUND	585,021.83	597,420.35	524,005.44	0.00	0.00	658,436.74	33,747.86 (	268.52)	624,420.36	
511-WATER D & R FUND	204,232.95	2,022.21	0.00	0.00	0.00	206,255.16	0.00	0.00	206,255.16	
512-WATER RESERVE	689,648.62	6,828.54	0.00	0.00	0.00	696,477.16	0.00	0.00	696,477.16	
520-SEWER FUND	121,268.69	586,301.64	596,810.32	0.00	0.00	110,760.01	67,231.23 (	4,723.40)	38,805.38	
521-SEWER D & R	176,064.82	1,743.31	0.00	0.00	0.00	177,808.13	0.00	0.00	177,808.13	
522-SEWER RESERVE FUND	105,537.63	1,044.98	0.00	0.00	0.00	106,582.61	0.00	0.00	106,582.61	
530-SANITATION	45,674.66	210,642.15	207,548.03	0.00	0.00	48,768.78	4,051.38	0.00	44,717.40	
540-CEMETERY FUND	5,223.83	19,116.76	69,826.10	60,283.00	0.00	14,797.49	0.00 (	2,032.20)	12,765.29	
550-LANDFILL	395,879.70	3,919.79	0.00	0.00	0.00	399,799.49	0.00	0.00	399,799.49	
560-AIRPORT FUND	209,638.17	6,646.31	21,482.63	0.00	0.00	194,801.85	0.00	0.00	194,801.85	
601-INSURANCE CONTINGENCY	139,527.98	1,381.53	0.00	0.00	0.00	140,909.51	0.00	0.00	140,909.51	
701-UTILITY DEPOSIT FUND	464,131.78	4,623.09	0.00	0.00	0.00	468,754.87	0.00	2,535.04	471,289.91	
702-CEMETERY ENDOWMENT FUND	607,413.22	6,014.28	0.00	0.00	0.00	613,427.50	0.00	0.00	613,427.50	
703-ECONOMIC DEVELOPMENT	19,320.76	20,461.58	84,682.06	40,000.00	0.00 (	4,899.72)	0.00 (	1,308.07) (	6,207.79)	
GRAND TOTAL	5,321,804.89	8,828,130.74	7,437,717.16	694,168.00	694,168.00	6,712,218.47	398,651.09 (	25,938.98)	6,287,628.40	



# **Staff Summary Report**

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<b>MEETING DATE:</b>	2/28/2023
<b>AGENDA ITEM:</b>	Setters and saddles
<b>ANGENDA TITLE:</b>	Setters and saddles for water meter installation

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<b>ACTION REQUESTED BY:</b>	PUBLIC WORKS DIRECTOR
<b>ACTION REQUESTED:</b>	Purchase for maintenance and installation of water meter in water dept.
<b>SUMMARY BY:</b>	MARK NASH

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## **PROJECT DESCRIPTION / FACTS**

This is items that are kept in stock for upcoming projects and for installation of new water meter services.

## **PROCUREMENT**

We contacted four companies in the bid process. Bid from Core & Main \$11,185.93, bid from Schulte Supply \$13,.783.93, No bid from I.M.C.O., and No bid from Waterworks Specialties.

## **FISCAL IMPACTS**

THE LINE ITEM NUMBER IS 510-501-46100 Equipment Maintenance. There is \$65,000 still in the budget under this line item number

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<b>SUPPORT DOCUMENTS:</b>	[List all additional documents that accompany this summary]
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**DEPARTMENT'S RECOMMENDED MOTION: ASK THE BOARD TO ACCEPT THE BID FOR \$11,185.93 from Core & Main**

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Salem MO Bid Proposal for setters and saddles

We reached out to four distributors and only received two bids back.

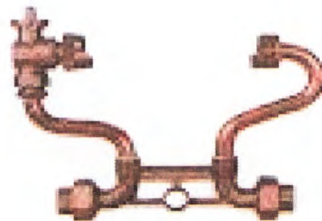
Schulte Supply    \$13783.78

Core & Main      \$11185.93

I.M.C.O. No bid

Waterworks Specialties No Bid

These Items are for stock for upcoming projects and are used to install new water services.





# Bid Proposal for SALEM SETERS AND SADDLES

CUSTOMER

**CITY OF SALEM**  
1201 SOUTH WINES  
SALEM, MO 65560

**Job**  
SALEM SETERS AND SADDLES  
Bid Date: 02/15/2023  
Bid #: 2751806

CONTACT

**Sales Representative**  
Chris Harper  
(M) 816-896-3880  
(T) 816-229-9604  
(F) 816-229-9607  
Chris.Harper@coreandmain.com

**Core & Main**  
2500 NW South Outer Rd  
Blue Springs, MO 64015  
(T) 816-229-9604

NOTES





## Bid Proposal for SALEM SETERS AND SADDLES

CITY OF SALEM

Bid Date: 02/15/2023

Core & Main 2751806

Core & Main

2500 NW South Outer Rd

Blue Springs, MO 64015

Phone: 816-229-9604

Fax: 816-229-9607

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
10	6	FC202-760-CC3 6X3/4CC DI SAD DBL SS BAND EPXY COATED BODY 6.84-7.60 OD	EA	96.98	581.88
20	4	FC202-760-CC4 6X1CC DI SAD DBL SS BAND EPXY COATED BODY 6.84-7.60 OD	EA	96.98	387.92
30	3	FC202-760-CC7 6X2CC DI SAD DBL SS BAND EPXY COATED BODY 6.84-7.60 OD	EA	104.61	313.83
40	10	FC202-526-CC3 4X3/4CC DI SAD DBL SS BAND EPXY COATED BODY 4.74-5.26 OD	EA	83.53	835.30
50	4	FC202-526-CC4 4X1CC DI SAD DBL SS BAND EPXY COATED BODY 4.74-5.26 OD	EA	83.53	334.12
60	3	FC202-526-CC7 4X2CC DI SAD DBL SS BAND EPXY COATED BODY 4.74-5.26 OD	EA	92.31	276.93
70	10	VBH72-12W-44-33NL 5/8X3/4 PJX PJ (NO LEAD)	EA	188.45	1,884.50
80	5	VBH74-12W-44-44NL 1 YOKE PJXPJ VBH7412W4444NL	EA	337.64	1,688.20
90	3	VBHH77-15B-44-77-G-NL	EA	1,627.75	4,883.25
				<b>Sub Total</b>	<b>11,185.93</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>11,185.93</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Schulte Supply, Inc.  
 5998 Redbud Lane  
 PO Box 388  
 Edwardsville IL 62025  
 618-656-8383 Fax 618-656-8750

## Quotation

QUOTE DATE	QUOTE NUMBER
02/03/23	S1196380
ORDER TO: Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025	PAGE NO  1

QUOTE TO: 573-729-3061 Fax 573-729-5371  
 City of Salem, MO  
 400 North Iron Street  
 Salem, MO 65560

SHIP TO:  
 City of Salem, MO  
 Donnie Moore  
 1203 South Wines  
 Salem, MO 65560

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
5698	QUOTE		Tom Brickey	
WRITER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Jeff Kinkel	FREE DELIVERY	NET 30 DAYS	03/03/23	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Pric	Ext Pric
6ea	56906	FC202-7600-CC3 6" x 3/4" AWWA OUTLET IRON SERVICE SADDLE RANGE: 6.84" - 7.60" ** Nonstock item **	116.000	696.00
4ea	56907	FC202-760-CC4 6" x 1" AWWA IRON SERVICE SADDLE RANGE: 6.84" - 7.60" ** Nonstock item **	116.000	464.00
3ea	4306	FC202-760-CC7 6" x 2" Epoxy Coated Double Band Iron Saddle with SS Bolts/Band 2" cc Tap, Range:6.84-7.60 ** Nonstock item **	125.160	375.48
10ea	35145	FC202-526-CC3 4" x 3/4" Epoxy Coated Double Band Iron Saddle with SS Bolts/Band 3/4" cc Tap, Range:4.74-5.26 ** Nonstock item **	99.890	998.90
4ea	56908	FC202-526-CC4 4" x 1" AWWA OUTLET IRON SERVICE SADDLE RANGE: 4.74" - 5.26" ** Nonstock item **	99.890	399.56
3ea	56909	FC202-500-CC7 4" x 2" AWWA IRON SADDLE, RANGE: 4.74" -5.00" ** Nonstock item **	110.400	331.20
10ea	33058	VBHH72-15W-44-33-NL 5/8" x 3/4" Coppersetter, Ball	276.280	2762.80

\*\*\* Continued on Next Page \*\*\*



Schulte Supply, Inc.  
 5998 Redbud Lane  
 PO Box 388  
 Edwardsville IL 62025  
 618-656-8383 Fax 618-656-8750

## Quotation

QUOTE DATE	QUOTE NUMBER
02/03/23	S1196380
ORDER TO: Schulte Supply, Inc. 5998 Redbud Lane PO Box 388 Edwardsville IL 62025	
PAGE NO. 2	

QUOTE TO: 573-729-3061 Fax 573-729-5371  
 City of Salem, MO  
 400 North Iron Street  
 Salem, MO 65560

SHIP TO:  
 City of Salem, MO  
 Donnie Moore  
 1203 South Wines  
 Salem, MO 65560

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
5698	QUOTE		Tom Brickey	
ORDER	SHIP VIA	TERMS	BID DATE	FREIGHT ALLOWED
Jeff Kinkel	FREE DELIVERY	NET 30 DAYS	03/03/23	Yes
ORDER QTY	PART NO	DESCRIPTION	Net Pric	Ext Pric
5ea	34649	Valve Inlet, Dual Check Valve Outlet, 15" Height 3/4" CTSPJ Inlet/Outlet No Lead VBHH74-15W-44-44-NL 1" Coppersetter, Ball Valve Inlet, Dual Check Valve Outlet 15" height 1" CTSPJ Inlet/Outlet No Lead	449.220	2246.10
3ea	38703	VBHH77-15B-44-77-NL 2" Coppersetter, Bypass/Ball/ Dual Check, 15" Height 2" CTSPJ Inlet/Outlet No Lead ** Nonstock item ** *** I QUOTED CTSPJ INLET/OUTLET INSTEAD OF CTSGJ AS YOU LISTED AS I QUOTED CTSPJ ON OTHER SETTERS ***  TAXES NOT INCLUDED	1836.580	5509.74
			Subtotal	13783.78
			S&H CHGS	0.00
			Amount Due	13783.78

This is a Quotation.

Prices are subject to change without notice.  
 Applicable taxes extra.

# **Staff Summary Report**

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**MEETING DATE:** 02/28/2023

**AGENDA ITEM:**

**AGENDA TITLE:** Gilmore & Bell Disclosure Compliance Services

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**ACTION REQUESTED BY:** Stacey Houston

**ACTION REQUESTED:** Approve Gilmore & Bell proposal

**SUMMARY BY:** Stacey Houston

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## **PROJECT DESCRIPTION / FACTS**

In accordance with federal securities laws, the City has an annual obligation to continue Disclosure Compliance regarding our Certificates of Participation, Series 2017 & Series 2017B.

The City had an existing engagement with Gilmore & Bell to provide disclosure compliances services expired March 31, 2022. This proposal is a renewal for G&B to continue to provide Disclosure Compliance Services for the City.

## **PROCUREMENT**

## **FISCAL IMPACTS**

G&B fees for providing the services are \$1,750 per year (through March 31, 2027). This fee to be split 4 ways between 501/510/520/210 special services.

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## **SUPPORT DOCUMENTS:**

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## **DEPARTMENT'S RECOMMENDED MOTION:**

Approve Gilmore & Bell's Disclosure Compliance Services

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## **RESOLUTION NO. 7-2023**

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

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

### **Section 1.**

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

### **Section 2.**

The cost for providing the services pursuant to the engagement is \$1,750.00 per year (for an aggregate amount of \$8,750.00 for the five-year term).

### **Section 3.**

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 28<sup>TH</sup> DAY OF FEBRUARY 2023.

APPROVED:

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**Greg Parker**  
**Mayor**

ATTEST:

APPROVAL AS TO FORM:

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**Tammy Koller**  
**City Clerk**

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**James Weber**  
**City Attorney**





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

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

January 30, 2023

Stacey Houston  
Finance Director/Treasurer  
City of Salem, Missouri  
400 N. Iron Street  
Salem, Missouri 65560

Re: Disclosure Compliance Services Proposal

Dear Ms. Houston:

Gilmore and Bell, P.C. (“**Gilmore & Bell**” or the “**Firm**”) is pleased to submit this post-issuance disclosure compliance services proposal (the “**Engagement**”) to the City of Salem, Missouri (the “**City**”). Our existing engagement with the City to provide disclosure compliance services expired March 31, 2022 by its terms. The purpose of this Engagement is to extend the term for providing disclosure compliance services by Gilmore & Bell to assist the City in meeting its continuing disclosure obligations in accordance with federal securities laws. If the City accepts this Engagement, Gilmore & Bell will perform such services in consideration of the mutual covenants and terms of this Engagement.

#### **SCOPE OF ENGAGEMENT**

It is our understanding that the municipal securities listed on **Exhibit A** are the outstanding municipal securities of the City subject to a continuing disclosure undertaking. Gilmore & Bell will assist the City in meeting its continuing disclosure obligations with respect to the municipal securities identified on **Exhibit A** and any municipal securities issued during the term of this Engagement with respect to which the City is an obligated person under a continuing disclosure undertaking (together, the “**Bonds**”) by providing the following services, beginning with the City’s fiscal year ended June 30, 2022:

- Review the continuing disclosure agreements/undertakings for the Bonds (the “Disclosure Agreements”) and determine the operating data and financial information required to be disclosed by the City on an annual basis;
- Provide the City with an annual reminder of the upcoming annual report filing date;
- Provide the City annually with a memorandum listing material events requiring additional disclosure;
- Draft the City’s annual report and assist the City in updating, as of the end of each fiscal year, the appropriate operating data and summary financial information;
- Submit the City’s annual report to the MSRB, via EMMA. If the City’s annual report is not available as of the report filing date, file the appropriate notice required under the Disclosure Agreements; and
- Provide the City confirmation that the annual report has been submitted to the MSRB.

By acceptance of the terms of this Engagement, the City is confirming Gilmore & Bell's appointment as a designated agent for the sole purpose of submitting to the MSRB, via EMMA, annual reports, event notices, and other materials furnished by the City.

The content of the financial information and operating data to be included in each annual report is solely the responsibility of the City. Gilmore & Bell is not responsible for the accuracy or completeness of the information contained in any annual report. Gilmore & Bell will not undertake a "due diligence" review of the City, its operations or its financial condition in connection with the performance of these services. Such a review is outside the scope of our limited Engagement described in this Engagement.

This Engagement does not include a review of the City's past continuing disclosure compliance or preparation or submission of any filings which may have been due prior to this Engagement.

In addition, this Engagement only relates to the City's annual reporting obligations pursuant to contractual obligations of the City. As such, it does not include analysis or advice related to whether an event notice is required to be filed pursuant to the Disclosure Agreements, including materiality analyses.

### **POINT OF CONTACT**

Gilmore & Bell will provide the necessary attorneys, disclosure analysts, legal assistants and administrative support to perform the services under this Engagement. A Gilmore & Bell disclosure analyst will contact the City in advance of the annual filing deadline to begin the process of completing the annual report. Initially, Gilmore & Bell's primary point of contact at the City for this Engagement will be as follows:

Stacey Houston  
Telephone: (573) 729-4811  
Email: [finance@salemno.com](mailto:finance@salemno.com)

The City will notify Gilmore & Bell if it wishes to change the primary point of contact for this Engagement.

### **FURNISHING OF INFORMATION**

Gilmore & Bell will request the information required by the Disclosure Agreement from the City within a reasonable time prior to the filing date and will work closely with the City to gather such information. The City hereby agrees to timely provide all information requested by Gilmore & Bell. In addition, the City acknowledges that if all information required to be included in the annual report is not provided to Gilmore & Bell at least three (3) business days before the filing date set in the Disclosure Agreement, we cannot guarantee that the annual report will be timely filed.

## **FEEES**

Gilmore & Bell's fee for providing the services pursuant to this Engagement is \$1,750 per year (for an aggregate amount of \$8,750 for the five-year contract term). The City may pay the fee annually or may make an advance payment of the full or any remaining aggregate amount upon execution or at any time during the term of this agreement. If paid annually, the annual fee will be payable upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB. If the City pays the aggregate amount upon execution of the proposal, or any remaining aggregate amount at a later date during the contract term, the aggregate fee will be deposited to a special trust account maintained by Gilmore & Bell for client fees held as a retainer. The portion of the aggregate fee held as retainer will be earned and disbursed to Gilmore & Bell's general operating account upon confirmation that the City's annual filing, or other appropriate notice, has been submitted to the MSRB at a rate of \$1,750 per year, unless this Agreement is otherwise terminated by either party as described above. No interest will be paid on funds held in this special trust account. All earnings attributable to the investment of amounts within this account are disbursed to a charitable foundation as required by the State bar association. In addition, Gilmore & Bell expects to be reimbursed for all out-of-pocket third-party expenses made on the City's behalf.

## **TERM OF ENGAGEMENT; TERMINATION**

The initial term of this Engagement shall be from the date below through March 31, 2027. This agreement may be terminated at any time by either party with 30 days written notice to the other party. Upon termination of this agreement, the City will pay all unpaid fees and expenses for services performed prior to the time of termination.

## **ATTORNEY-CLIENT RELATIONSHIP; CONFLICTS**

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us with respect to this Engagement. Our services pursuant to this Engagement are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Gilmore & Bell does not provide investment advice, advice relating to any municipal financial products or financial advice relating to the issuance of municipal securities, and nothing contained in this Engagement or any services provided by Gilmore & Bell under this Engagement shall constitute advice to the City with respect to municipal financial products or the issuance of municipal securities (other than legal advice), all within the meaning of Section 15B(e) of the Securities Exchange Act of 1934, as amended.

Gilmore & Bell represents many political subdivisions, underwriters and others in public finance transactions. It is possible that during the time that we are representing the City under this Engagement, one or more of our present or future clients will have transactions with the City. We do not believe any such representation will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the scope of this Engagement so as to make such representations not adverse or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of this Engagement. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

## CONCLUSION

If the foregoing terms are acceptable to the City, please return a signed copy of this Engagement letter to me and retain a copy for your files. The offer to perform the services described in this Engagement expires 60 days from the date first shown above and no Engagement will commence unless and until we receive a copy signed by the City within such timeframe. Thank you again for your interest in our disclosure compliance services and we look forward to working with you.

Very truly yours,



Haden R. Crumpton

HRC:emw

cc: Bill Burns

Alice Wasson

Acknowledged and Agreed as of \_\_\_\_\_, 2023.

### CITY OF SALEM, MISSOURI

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

Name: \_\_\_\_\_

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

## **EXHIBIT A**

### **LIST OF MUNICIPAL SECURITIES**

- \$7,335,000 City of Salem, Missouri Certificates of Participation (Water and Sewer Improvements), Series 2017
- \$1,780,000 City of Salem, Missouri Certificates of Participation (Municipal Pool Project), Series 2017B

BOARD OF ALDERMEN AGENDA  
FEBRUARY 28, 2023  
6:00 P. M.

1. ITEM VI:        REPORTS OF CITY OFFICIALS AND BOARDS AND COMMITTEES
2.    SUBJECT:        SALLY BURBRIDGE, CITY ADMINISTRATOR  
                             GREG PARKER, MAYOR  
                             MARK NASH, PUBLIC WORKS  
                             ALDERMAN REPORTS
3.    DISCUSSION:

BOARD OF ALDERMEN AGENDA  
FEBRUARY 28, 2023  
6:00 P.M.

1. ITEM VII:        ADJOURNMENT
2. SUBJECT:        Adjournment of Meeting
3. DISCUSSION:
  - (a) Recommend Board Adjourn.
  - (b) Recognize motion and second.
  - (c) Roll vote:

Alderwoman Amanda DUNCAN  
Alderman Shawn BOLERJACK  
Alderwoman Kala SISCO  
Alderman Kyle WILLIAMS

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- 
- (d) Board Adjourned.