

BOARD OF ALDERMEN MEETING

JULY 11, 2023

PACKET



**Greg Parker, Mayor**  
Shawn Bolerjack, East Ward Alderman  
Kala Sisco, East Ward Alderman  
Kyle Williams, West Ward Alderman  
Amanda Duncan, West Ward Alderman

**MINUTES**  
**BOARD OF ALDERMEN MEETING**  
**202 N. Washington**  
**June 27, 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 Mayor Greg Parker at 6:00 p.m.

**Pledge of Allegiance**

The Pledge of Allegiance was led by Mayor Greg Parker.

**Opening Prayer**

Opening prayer was led by Public Works Mark Nash.

**Roll Call**

Council Members present included 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, Building Inspector Jarred Brown. Citizens in attendance were: Debbie Murphy, Sue Wood, Mary Ann Curley, Nathan Kinsey, Stan Podorski, Ben Johnson, Neal Humke, Patti McKeown, Tod Kinerk, and Lisa French.

**Approve Agenda**

Alderman Bolerjack moved to approve the agenda with the removal of Resolution No. 24-2023.

Seconded by Alderwoman Duncan.

The vote was 3 Aye- Bolerjack, Duncan, and Williams. 0 Nay. Motion Carried

**Consent Agenda**

June 13, 2023, Regular Meeting Minutes

Salem Public Library Approval Letter

Mo Dept. of Rev. C.A.R.T. Tax June 2023

Alderman Bolerjack moved to approve the Consent Agenda.

Seconded by Alderwoman Duncan.

The vote was 3 Aye- Bolerjack, Duncan, and Williams. 0 Nay. Motion carried.

**Hearing of Persons**

Debbie Murphy addressed the Board with concerns about the current condition of the city pound building.

Debbie Murphy addressed the Board with concerns about the approval of the FY 2024 Budget.

**Resolution No. 23-2023**

Alderman Bolerjack moved to table Resolution No. 23-2023.

Seconded by Alderman Williams.

The vote was 3 Aye-Bolerjack, Williams and Duncan. 0 Nay. Motion carried.

**Resolution No. 25-2023**

Alderman Bolerjack moved to approve Resolution No. 25-2023

Seconded by Alderman Williams.

The vote was 3 Aye-Bolerjack, Williams, and Duncan. 0 Nay. Motion carried.

**AMP Billing Policy**

Alderman Williams moved to approve the AMP billing policy.

Seconded by Alderman Bolerjack.

The vote was 3-Aye-Williams, Bolerjack and Duncan. 0 Nay. Motion carried.

**Mobile Home Park Licenses**

Alderman Williams moved to approve the mobile home park license for Central Missouri located at 703 S. Pershing.

Seconded by Alderman Bolerjack.

The vote was 3 Aye-Williams, Bolerjack, and Duncan. 0 Nay. Motion carried.

**Board Appointment**

Alderman Bolerjack moved to approve the mayor's appointment of Patty McKeown to the finance committee.

Seconded by Alderman Williams.

The vote was 3-Aye-Bolerjack, Williams and Duncan. 0 Nay. Motion carried.

**Board Appointment**

Alderman Bolerjack moved to approve the mayor's appointment of Harold Hamilton to the Library Board of Trustees.

Seconded by Alderman Williams.

The vote was 3-Aye-Bolerjack, Williams, and Duncan. 0 Nay. Motion carried.

**Board Appointment**

Alderman Williams moved to approve the mayor's appointment of Shelby McClain to the Library Board of Trustees.

Seconded by Alderwoman Duncan.

The vote was 3 Aye-Williams, Duncan, and Bolerjack. 0 Nay. Motion carried.

**Employee Manual**

Alderman Bolerjack moved to approve the employee manual.

Seconded by Alderman Williams.

The vote was 3 Aye-Bolerjack, Williams, and Duncan. 0 Nay. Motion carried.

### **Reading of Bills (First Reading)**

**Bill No. 3541-An Ordinance establishing a change to when future rate changes may be implemented for electric services provided by the City of Salem, Missouri.**

City Clerk Koller read the first reading of Bill No. 3541 by caption only.

**Bill No. 3542- An ordinance establishing rates for electric services provided by the City of Salem, Missouri**

City Clerk Koller read the first reading of Bill No. 3542 by caption only.

**Bill No. 3543- An ordinance establishing rates for electric services provided by the City of Salem, Missouri.**

City Clerk Koller read the first reading of Bill No. 3543 by caption only.

**Bill No. 3544-An ordinance amending Article I: Municipal Employment provisions to ensure the city's codes and personnel policy are complementary.**

City Clerk Koller read the first reading of Bill No. 3544 by caption only.

**Bill No. 3545-An ordinance amending Article I: Municipal Employment provisions to ensure the city's codes and personnel policy are complementary.**

City Clerk Koller read the first reading of Bill No. 3545 by caption only.

**Bill No. 3546-An ordinance amending Article I: Municipal Employment provisions to ensure the city's codes and personnel policy are complementary.**

City Clerk Koller read the first reading of Bill No. 3546 by caption only.

**Bill No. 3547-An ordinance amending Article I: Municipal Employment provisions to ensure the city's codes and personnel policy are complementary.**

City Clerk Koller read the first reading of Bill No. 3547 by caption only.

**Bill No. 3548-An ordinance amending Article I: Municipal Employment provisions to ensure the city's codes and personnel policy are complementary.**

City Clerk Koller read the first reading of Bill No. 3548 by caption only.

**Bill No. 3549-An ordinance amending Article I: Municipal Employment provisions to ensure the city's codes and personnel policy are complementary.**

City Clerk Koller read the first reading of Bill No. 3549 by caption only.

**Bill No. 3550-An ordinance amending Article I: Municipal Employment provisions to ensure the city's codes and personnel policy are complementary.**

City Clerk Koller read the first reading of Bill No. 3550 by caption only.

**Bill No. 3551-The Legislature of the State of Missouri has in RSMo 79.110 delegated the responsibility to local governmental units to adopt floodplain management regulations designed to protect the health, safety, and general welfare of public.**

City Clerk Koller read the first reading of Bill No. 3551 by caption only.

**Bill No. 3552-An ordinance adopting an annual budget for the City of Salem, Missouri beginning July 1, 2023, appropriating funds pursuant thereto.**

City Clerk Koller read the first reading of Bill No. 3552 by caption only.

**Reading of Bills (Second Reading)**

**Bill No. 3540-An Ordinance authorizing the mayor to act as representative for the City of Salem, Missouri in executing a tower lease agreement between the City of Salem and Wave Internet Technologies LLC allowing for the installation of a wireless broadband access point with related equipment on a designated portion of the City of Salem's water tower located at Tower and Condray Street effect the 1<sup>st</sup> day of February 2023 for a period of one (1) year.**

City Clerk Koller read the second reading of Bill No. 3540 by caption only.

Alderman Williams moved to approve Bill No. 3540.

Seconded by Alderwoman Duncan.

The vote was 3 Aye-Williams, Duncan, and Bolerjack. 0 Nay. Bill No. 3540 passed Ordinance No. 3540.

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

City Administrator Sally Burbridge stated the Administration Building will be closing at 4:00 PM so staff can pull year end reports and close out the FY 2023.

City Administrator Sally Burbridge stated the Administration Building will be closed Tuesday for the July Fourth Holiday.

Mayor Greg Parker reported Salem Publishing is working on their printed 2023 business directory. The deadline to have information submitted is June 30<sup>th</sup>.

Mayor Greg Parker wished everyone a happy and safe Fourth of July.

Mayor Greg Parker reported that trash service will run on July 4<sup>th</sup>.

Public Works Director Mark Nash stated that in the coming months, they will be replacing valves in the water system. This ensures that in the event of a main break, the area can be isolated and fewer residents will be without water.

Public Works Director Mark Nash reported they plan to start changing poles soon. They are waiting for the Dig Rights before beginning.

Public Work Director Mark Nash reports there have been some main breaks lately and they have taken care of those.

Alderman Shawn Bolerjack asked Public Works Director to explain why flushing hydrants is important. Public Works Director Nash explained each well has turbidity monitor. When the turbidity is too high, that well will

stop working. The biggest part of what needs to be flushed out is naturally occurring minerals. To get the cause of the turbidity out, the system must be flushed by running the hydrants. Alderman Kyle Williams added the website Missouri Drinking Water Watch has all the city's water tests and results with averages of about 15 tests per month. Public Works Director Nash added COVID numbers have increased at the WWTF.

Alderman Shawn Bolerjack encouraged everyone to view the home energy conservation tips posted on the city website and Facebook page. Alderman Bolerjack encouraged citizens to sign up for the text alert. Notifications will be sent to keep citizens updated on peak alerts or other utility related notifications. To sign up text the word UTILITY to 855-435-4811.

Alderman Shawn Bolerjack asked citizens to follow city ordinances when setting off fireworks. Fireworks are allowed within the city limits between the hours of 8 am to 10 pm July 1<sup>st</sup> through 6<sup>th</sup> and 8am until midnight on July 4<sup>th</sup>. Possession of fireworks under the age of 18 shall be unlawful unless under the direct supervision of a parent, guardian, or a person over the age of 18 years. Fireworks shall not be discharged on any public property, public roadway or from a moving motor vehicle.

Alderman Kyle Williams had nothing to report.

Alderwoman Amanda Duncan had nothing to report.

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

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

Alderman Bolerjack moved to go into closed session for contracts and personnel.

Seconded by Alderwoman Duncan.

The vote was 3 Aye-Bolerjack, Duncan, and Williams. 0 Nay. Motion carried.

At 7:51 p.m. the Board went into Closed Session.

There was no action taken.

## **Adjournment**

Mayor Greg Parker adjourned the meeting at 8:44 p.m.

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Tammy Koller  
City Koller

APPROVED:

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Greg Parker  
Mayor

ATTEST:

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Tammy Koller  
City Clerk



**Greg Parker, Mayor**  
Shawn Bolerjack, East Ward Alderman  
Kala Sisco, East Ward Alderman  
Kyle Williams, West Ward Alderman  
Amanda Duncan, West Ward Alderman

**MINUTES**  
**SPECIAL BOARD OF ALDERMEN MEETING**  
**202 N. Washington**  
**June 29, 2023**

**Call Meeting to Order**

The special season meeting of the Board of Alderman of the City of Salem, Missouri, was called to order by Mayor Greg Parke at 4:30 p.m.

**Roll Call**

Council Members present included Shawn Bolerjack (Zoom), Kala Sisco, and Kyle Williams. 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, Building Inspector Jarred Brown. Citizens in attendance were: David Weiss.

**Reading of Bills (Second Reading)**

**Bill No. 3541-An ordinance establishing a change to when future rate changes may be implemented for electric services provided by the City of Salem, Missouri.**

City Clerk Koller read the second reading of Bill No. 3541 by caption only.

Alderman Williams moved to approve Bill No. 3541.

Seconded by Alderwoman Sisco.

The vote was 3 Aye-Williams, Sisco and Bolerjack. 0 Nay. Bill No. 3541 passed as Ordinance No. 3541.

**Bill No. 3542- An ordinance establishing rates for electric services provided by the City of Salem, Missouri.**

City Clerk Koller read the second reading of Bill No. 3542 by caption only.

Alderman Williams moved to approve Bill No. 3542.

Seconded by Alderman Bolerjack.

The vote was 3 Aye-Williams, Bolerjack, and Sisco. 0 Nay. Bill No. 3542 passed as Ordinance No. 3542.

**Bill No. 3552- An ordinance adopting an annual budget for the City of Salem, Missouri beginning July 1, 2023, and appropriating funds pursuant thereto.**

City Clerk Koller read the second reading of Bill No. 3552 by caption only.

Alderwoman Sisco moved to approve Bill No. 3552.

Seconded by Alderman Williams.

The vote was 3 Aye- Sisco, Williams, and Bolerjack. 0 Nays. Bill No. 3552 passed as Ordinance No. 3552.



## **Adjournment**

Mayor Parker adjourned the meeting at 4:52 p.m.

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Tammy Koller  
City Koller

APPROVED:

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Greg Parker  
Mayor

ATTEST:

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Tammy Koller  
City Clerk

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b><u>I. COURT INFORMATION</u></b>		Municipality: CITY OF SALEM		Reporting Period: Jun 1, 2023 - Jun 30, 2023	
Mailing Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560					
Physical Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560				County: Dent County    Circuit: 42	
Telephone Number: (573)7293931			Fax Number:		
Prepared by: KRISTI CRAIG			E-mail Address:		
Municipal Judge:					
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>				Alcohol & Drug Related Traffic	Other Traffic
A. Cases (citations/informations) pending at start of month				3	33
B. Cases (citations/informations) filed				0	0
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)				0	0
2. court/bench trial - GUILTY				0	0
3. court/bench trial - NOT GUILTY				0	0
4. plea of GUILTY in court				0	0
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)				0	0
6. dismissed by court				0	0
7. <i>nolle prosequi</i>				0	0
8. certified for jury trial (not heard in Municipal Division)				0	0
<b>9. TOTAL CASE DISPOSITIONS</b>				0	0
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]				3	33
E. Trial de Novo and/or appeal applications filed				0	0
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>				<b><u>IV. PARKING TICKETS</u></b>	
1. # Issued during reporting period		0		1. # Issued during period	
2. # Served/withdrawn during reporting period		0		<input type="checkbox"/> Court staff does not process parking tickets	
3. # Outstanding at end of reporting period		96			

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b><u>COURT INFORMATION</u></b>	Municipality: CITY OF SALEM	Reporting Period: Jun 1, 2023 - Jun 30, 2023
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<b><u>V. DISBURSEMENTS</u></b>			
<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$0.00	No Data Available	
Clerk Fee - Excess Revenue	\$0.00	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	<b>Bond Refunds</b>	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	<b>Total Disbursements</b>	\$0.00
<b>Total Excess Revenue</b>	<b>\$0.00</b>		
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$0.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$0.00</b>		

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<b><u>I. COURT INFORMATION</u></b>		Municipality: CITY OF SALEM		Reporting Period: Jun 1, 2023 - Jun 30, 2023	
Mailing Address: 112 E 5TH STREET, SALEM, MO 65560					
Physical Address: 112 E 5TH STREET, SALEM, MO 65560				County: Dent County	
Telephone Number:		Fax Number:			
Prepared by: KRISTI CRAIG		E-mail Address:			
Municipal Judge:					
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		0	38	44	
B. Cases (citations/informations) filed		0	0	0	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		0	2	1	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	1	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	0	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
<b>9. TOTAL CASE DISPOSITIONS</b>		0	3	1	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		0	35	43	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>					
1. # Issued during reporting period		0	<b><u>IV. PARKING TICKETS</u></b>		
2. # Served/withdrawn during reporting period		2	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		47			

# MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b><u>COURT INFORMATION</u></b>	Municipality: CITY OF SALEM	Reporting Period: Jun 1, 2023 - Jun 30, 2023
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## **V. DISBURSEMENTS**

<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$371.00	No Data Available	
Clerk Fee - Excess Revenue	\$0.00	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$576.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	<b>Bond Refunds</b>	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	<b>Total Disbursements</b>	\$576.50
<b>Total Excess Revenue</b>	<b>\$371.00</b>		
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$185.50		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$10.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$10.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	<b>\$205.50</b>		



# Salem Police Department

500 N Jackson St., Salem, MO 65560

## Incident Time Analysis Report A

All times shown in Minutes : Seconds

**Report By:** All Categories

**Date Range:** From 06/01/2023 00:00 to 06/30/2023 23:59

**Precinct/Sector/Geo/Ward:** All Precincts, Sectors, ESZs, Geos, Wards

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
911 HANG UP		2	0:52	1:19	18:39	0.33
ABANDONED VEHICLE		2		0:00	9:43	0.33
ACCIDENT		12	1:13	2:36	10:03	1.98
ALARM	COMMERCIAL	8	0:57	1:28	7:53	1.32
ALARM	RESIDENTIAL	1	10:04	3:07	5:56	0.17
AMBULANCE CALL		22	0:42	0:49	14:31	3.63
ANIMAL CALL		39	8:02	4:09	20:08	6.44
AREA CHECK		22	0:52	2:30	6:04	3.63
ASSAULT/FIGHT	IN PROGRESS	1		0:00	24:21	0.17
ASSAULT/FIGHT	NOT IN PROGRESS	3	1:39	2:16	39:30	0.50
ASSIST OTHER AGENCY		7	0:39	2:06	20:13	1.16
BUILDING INSPECTION		1		0:00	16:28	0.17
BURGLARY	IN PROGRESS	1	1:07	2:04	4:15	0.17
BURGLARY	NOT IN PROGRESS	1	1:50	1:07	18:52	0.17
CALL FOR SERVICE		40	3:05	3:34	20:55	6.60
CHECK THE WELL BEING		23	2:41	3:01	26:05	3.80
CIVIL MATTER		5	3:49	1:41	29:23	0.83
COURTESY TRANSPORT		2	0:41	3:04	0:02	0.33
DISTURBANCE	PHYSICAL	4	1:42	0:08	15:47	0.66
DISTURBANCE	VERBAL	8	3:10	2:35	11:59	1.32
DOMESTIC	IN PROGRESS	12	1:38	0:49	23:18	1.98
DOMESTIC	NOT IN PROGRESS	1	0:28			0.17
ESCORT		4	17:02	4:51	24:54	0.66
EXPARTE VIOLATION	NOT IN PROGRESS	1		0:00	14:52	0.17
FIRE CALL		4	1:10	1:16	9:56	0.66
FOLLOW UP INVESTIGATION		94	0:52	0:41	24:03	15.51
FORGERY		2		0:00	12:50	0.33
FOUND PROPERTY		4	3:38	4:12	8:45	0.66
HARASSMENT		4	0:19	1:13	22:18	0.66
INFORMATION		7	2:05	0:56	12:10	1.16
INTOXICATED PEDESTRIAN		5	0:59	1:39	15:18	0.83
JUVENILE PROBLEM		1	4:01	1:13	70:45	0.17
LEAVE WITHOUT PAY		2	66:16	3:53	10:10	0.33
LIFT ASSIST		4	1:10	1:54	10:43	0.66
MISC ADMIN DUTY		43	14:06	1:30	33:40	7.10
MISC HAZARD		1		0:00	2:12	0.17
MISC OFFENSE		4	4:36	1:46	11:17	0.66
MISSING PERSON		4	1:41	0:40	12:32	0.66
NUISANCE VIOLATION		6	10:15	3:20	7:22	0.99

# Salem Police Department

500 N Jackson St., Salem, MO 65560

## Incident Time Analysis Report A

All times shown in Minutes : Seconds

**Report By:** All Categories

**Date Range:** From 06/01/2023 00:00 to 06/30/2023 23:59

**Precinct/Sector/Geo/Ward:** All Precincts, Sectors, ESZs, Geos, Wards

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
OPEN DOOR		1		0:00	65:36	0.17
PANHANDLING		1	0:37	2:11	5:14	0.17
PAPER SERVICE		1		0:00	3:42	0.17
PARKING COMPLAINT		3	2:36	0:10	5:42	0.50
PEACE DISTURBANCE		3	2:10	2:12	2:04	0.50
PEDESTRIAN CHECK		6	1:25	2:36	6:07	0.99
POWER OUTAGE		8	1:26	13:03	45:07	1.32
PROPERTY DAMAGE		7	1:25	2:08	13:59	1.16
PROWLER		1	5:06	2:35	17:55	0.17
SEX OFFENSE		1	13:48	240:48	19:33	0.17
SHOPLIFTER		7	1:42	10:45	18:53	1.16
STEALING	IN PROGRESS	1	0:28	1:39	32:21	0.17
STEALING	NOT IN PROGRESS	8	2:31	2:26	29:09	1.32
SUSPICIOUS CIRCUMSTANCES		19	4:28	1:48	10:39	3.14
SUSPICIOUS SUBJECT		12	7:39	1:19	11:16	1.98
SUSPICIOUS VEHICLE		3	0:51	0:20	1:39	0.50
TOWED VEHICLE		1		0:00	4:54	0.17
TRAFFIC COMPLAINT		7	1:31	4:40	5:47	1.16
TRAFFIC STOP		73	2:29	0:00	6:45	12.05
TRESPASSING		1		0:00	14:48	0.17
UCR		16	21:18	3:06	4:50	2.64
WALK - IN		6	17:10	0:52	9:33	0.99
WALK THROUGH		5	0:17	0:40	17:42	0.83
WARRANT ATTEMPT		6	0:21	0:00	8:44	0.99
WATER SEWER PROBLEM		2	1:34			0.33

Total Incidents For Date Range **606**

Average Stacked Time **4:50** min : sec

Average Response Time **2:17** min : sec

Average On Scene Time **17:22** min : sec

# **Staff Summary Report**

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<b>MEETING DATE:</b>	July 11, 2023
<b>AGENDA ITEM:</b>	New and Miscellaneous Business
<b>AGENDA TITLE:</b>	Resolution No. 24-2023

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<b>ACTION REQUESTED BY:</b>	City Administrator
<b>ACTION REQUESTED:</b>	Approval of the Agreement with the Dent County Collector's Office and Collector for collection of City Taxes.
<b>SUMMARY BY:</b>	Sally Burbridge

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## **PROJECT DESCRIPTION / FACTS**

The City of Salem has had a long-standing history of working with the Dent County Collector for collection of City Taxes. Before you is the renewal of this agreement for the next four (4) years.

## **PROCUREMENT**

N/A

## **FISCAL IMPACTS**

This is a budgeted expenditure and includes the \$1,000 increase annual increase to the City.

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<b>SUPPORT DOCUMENTS:</b>	Resolution 24-2023 Amended Tax Collection Agreement between the City of Salem and Dent County
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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve the Amended Tax Collection Agreement between the City of Salem, Dent County Commission, Dent County Collector and Dent County Treasurer in the amount of \$18,500 annually for the tax years of 2023, 2024, 2025 and 2026.

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## **RESOLUTION NO. 24-2023**

A RESOLUTION OF THE CITY OF SALEM AUTHORIZING THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI TO APPROVE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND THE COUNTY COLLECTOR, COUNTY COMMISSIONERS AND COUNTY TREASURER OF DENT COUNTY, MISSOURI FOR COLLECTION OF TAXES DUE THE CITY OF SALEM AND SALEM PUBLIC LIBRARY ON REAL AND PERSONAL PROPERTY LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY.

**WHEREAS**, an agreement on behalf of Dent County, State of Missouri, has been presented to the City of Salem, Missouri for tax collection services for taxes due on real and personal property beginning February 1, 2023; and

**WHEREAS**, the City of Salem desires to enter into an agreement whereby the Dent County Collector will collect, on behalf of the City of Salem and Salem Public Library, all real and personal property taxes.

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

**Section 1.** The Mayor and Board of Aldermen are hereby authorized to execute and sign on behalf of the City of Salem, Missouri the Tax Collection Agreement, "Attachment A", between the City of Salem, Missouri and Dent County, Missouri

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 27<sup>th</sup> DAY OF JUNE 2023.

APPROVED:

ATTEST:

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**Greg Park**  
**Mayor**

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

APPROVE AS TO FORM:

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

# ATTACHMENT A

## AMENDED TAX COLLECTION AGREEMENT

This Agreement is made the \_\_\_\_ day of \_\_\_\_ 2023, between the County of Dent, Dent County Commission, Dent County Collector and Dent County Treasurer, collectively referred to herein as the "**COUNTY**" and the City of Salem, a Municipal Corporation, herein referred to as the "**CITY**"

That whereas, it is desired and intended by this Cooperative Agreement that the parties set forth hereinafter shall enter into agreement as permitted by Chapter 52, Section 70.220 to 70.320, inclusive, and Sections 140.670 to 140.750, inclusive, of the Revised Statutes of Missouri, for the cooperative efforts to collect the taxes due the City of Salem, Missouri on property located within the boundaries of said City, which is located in Dent County, Missouri.

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. The **COUNTY**, through the County Collector, shall provide tax collection services, as more fully described herein, for the benefit of the **CITY** for the tax years of 2023, 2024, 2025 and 2026.
2. The **CITY** shall pay the **COUNTY** for said services the sum of Twelve Thousand and 00/100 Dollars (\$13,000.00) per tax year due and payable in advance on the 1st day of Nov. of each tax year and beginning with the first payment due Nov 1<sup>st</sup>, 2023. The **CITY** shall pay the elected individual acting as the Dent County Collector, as an individual and not as the Dent County Collector for said services the sum of five thousand, five hundred Dollars (\$5,500.00) per Collector requirement.
3. On or before August 31 of each year of the Agreement, the **CITY** shall provide the **COUNTY** with a written notice that sets forth the tax rate for the current tax year. In addition to the **CITY** tax rate, the notice may contain the current tax rate for municipal Library District ("**LIBRARY**"), The **COUNTY** shall not be responsible for any legal circumstance or liability that occurs in the event the **CITY** fails to provide said notice on or before August 31 of each year;
4. Upon receipt of the **CITY** and **LIBRARY** tax rates, the **COUNTY** shall be responsible for the printing and mailing of all real property and personal property tax statements of the **CITY** and **LIBRARY**, except for special assessments, including but not limited to Pace Act special assessments, nuisance or dangerous building special assessments, or other special assessments. The **COUNTY** may print both the **CITY** and **LIBRARY** tax amounts on the **COUNTY** Statements. The **COUNTY** shall be responsible for all costs associated with printing and mailing of said tax statements.
5. The **COUNTY** shall deposit the **CITY** and **LIBRARY** tax statements in the mail in accordance with Sections 52.230 and 52.240 RSMo;
6. The **COUNTY** shall be responsible for the collection of **CITY** and **LIBRARY** real estate and personal property taxes for the year 2023 and thereafter during the effective term Agreement;
7. The **COUNTY** shall be responsible for the collection of City and Library real estate and personal taxes, but shall not be responsible for the billing or collection of any special assessments, including but not limited to PACE Act special assessments, nuisance or dangerous building special

assessments, or other special assessments, for the 2023 tax year and the subsequent tax years during the effective term of this agreement;

8. The collection of all delinquent taxes by the **COUNTY** will be pursuant to Chapter 52 and 140 RSMo;

9. Beginning on February 1, 2023 and continuing on the same day each month thereafter during the effective term of this Agreement, the **COUNTY** shall pay over to the **CITY** all taxes and interest collected up to that date and provide the **CITY** with printed record of the collection activity;

10. The **CITY** agrees to pay for any requested modification to any of the computer programming required in the collection of **CITY** and **LIBRARY** taxes.

11. The **COUNTY** shall provide for a bond in an amount as required by Section 52.020 RSMo. For the benefit of the **CITY** and **LIBRARY**; and

12. Either party may terminate this Agreement at the time by notifying the other party in writing of its intention to do so, but said termination will not take effect and all obligations shall remain enforceable until May 1 in the next calendar year if the termination is made prior to December 1 in the current year or until May 1 in the year following the next calendar year if termination is made after December 1 in the current year.

AGREED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

City Of Salem

\_\_\_\_\_  
Greg Parker, Mayor

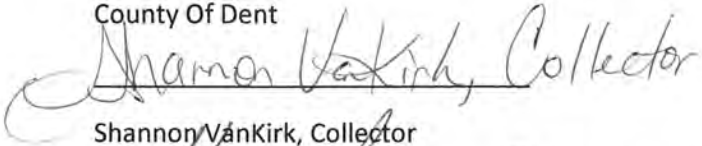
\_\_\_\_\_  
Shawn Bolerjack, East Ward Alderman

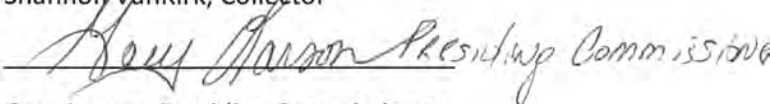
\_\_\_\_\_  
Kayla Sisco, East Ward Alderman

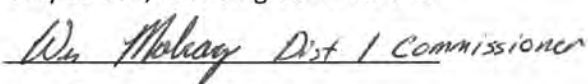
\_\_\_\_\_  
Amanda Duncan, West Ward Alderman

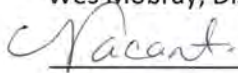
\_\_\_\_\_  
Kyle Williams, West Ward Alderman

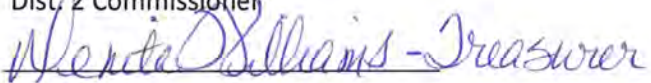
County Of Dent

  
Shannon VanKirk, Collector

  
Gary Larson, Presiding Commissioner

  
Wes Mobray, Dist. 1 Commissioner

  
Dist. 2 Commissioner

  
Denita Williams, Treasurer

(SEAL)

# **Staff Summary Report**

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<b>MEETING DATE:</b>	July 11, 2023
<b>AGENDA ITEM:</b>	New and Miscellaneous Business
<b>AGENDA TITLE:</b>	Solar Grant Letter of Approval

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<b>ACTION REQUESTED BY:</b>	City Administrator
<b>ACTION REQUESTED:</b>	Approval of signatures on Letter of Support
<b>SUMMARY BY:</b>	Sally Burbridge

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## **PROJECT DESCRIPTION / FACTS**

Mid-Missouri Municipal Power Energy Pool – MMMPEP, is one of 3 power purchase pools within the Missouri Public Utility Alliance (MPUA) operated by the Missouri Electric Commission (MEC). The City of Salem is one of 14 cities actively participating in and a founding member of MMMPEP. More about the MEC here: <https://mpua.org/page/mec>

At the MMMPEP Committee meeting on June 29th, members unanimously encouraged MPUA staff to complete the next step in the grant application process to construct solar farms in many of our cities. As a part of the grant application, we need to show community support for the project. Although we will not likely have a solar farm in each city, the output of these proposed installations will benefit every MMMPEP member.

MPUA Staff need community support letters by July 21st. to be included in the final application submittal of the grant application due August 1, 2023.

I have also been in contact with MPUA staff about potential locations in Salem that meet the criteria for this project. If approved, solar installations would be owned by MEC on behalf of MMMPEP members. The grant is anticipated to cover 50%-80% of the cost of installation, which brings solar generation of electrical power to a comparable level with other generation sources of power. Sites should be within the city's electrical distribution system and the receiving city would be responsible for build-out of the actual connection to their distribution system and these costs would be considered as part of the matching funds for the project. Anticipated to generate 1 MW/5 acres.

This project could potentially replace the need for an electric feeder line from the ShoMe substation on P Highway (this project is in the CIP for FY28). A secondary power source would not only provide for future power needs of a large employer, but also provide redundancy for Salem's electric system should the single transmission line that feeds all the City's electricity go down, or in other emergency situations.

## **PROCUREMENT**

N/A

## **FISCAL IMPACTS**

Unknown and nothing budgeted at this time. Potential clearing of trees and extension of electrical distribution line to solar installation.

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**SUPPORT DOCUMENTS:**

Letter of Support  
Map of potential solar installation location  
Map of MMMPEP members

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve the Mayor and Board's signatures on a letter of support for MEC's grant application for Solar Developments benefiting MMMPEP members.

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400 N. Iron Street, Salem, Missouri 65560  
(573) 729-4811 Fax (573) 729-5371  
www.salemmo.com

Date: July 11, 2023

Re: Salem Utilities/City of Salem  
MPUA-MEC: Solar Developments  
GRIP Topic Area 2 for Concept Paper Code: 2970-1681

To Whom it May Concern:

I write on behalf of Salem Utilities for the City of Salem in support of the Missouri Public Utility Alliance -Missouri Electric Commission's proposal to the Department of Energy's Office of Clean Energy Demonstration for a grant to fund the construction of solar farms which will directly benefit our customers. We strongly support this grant application and the focus on providing low-cost renewable energy to communities with populations of less than 10,000.

As a municipal utility, we have an obligation to serve our customers with safe, reliable, low-cost electricity. We've partnered with the MPUA-MEC, in collaboration with other municipal utilities, to provide full requirements wholesale electricity for our customers. In the past, we have not had access to competitively priced renewable energy, delivered to the rural areas we serve. This grant opportunity provides an opening to incorporate renewable energy into our portfolio while lowering costs.

In the event this proposal is funded, we support the construction of these new solar farms and their integration into our wholesale power supply.

We look forward to working with you in bringing access to affordable, reliable, clean electricity to rural Missouri.

Sincerely,

Greg Parker  
Mayor

Shawn Bolerjack	Kala Sisco	Kyle Williams	Amanda Duncan
East Ward Alderman	East Ward Alderwoman	West Ward Alderman	West Ward Alderwoman

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

*#Catch  
the Current*  
Salem, MO  
**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




# Salem MO

Proposed up to 35-40 acre Distributed Solar Location  
Masters Industrial Park, City owned


## Legend

-  Proposed new City transmission line
-  Proposed Solar Installation

 25 acre City Owned Industrial Site

 Existing 3Phase City Electric Transformer

 Family Trash Service

 Salem PD Shooting Range

Mullanek Dr

Google Earth

5013

Image © 2023 Airbus

1000 ft





# mmmpep

Mid-Missouri  
Municipal Public  
Energy Pool

Missouri:  
14 members



# Staff Summary Report

<b>MEETING DATE:</b>	July 11, 2023
<b>AGENDA ITEM:</b>	New and Miscellaneous
<b>AGENDA TITLE:</b>	Airport T-Hangar Bid Approval
<b>ACTION REQUESTED BY:</b>	City Administrator
<b>ACTION REQUESTED:</b>	Approval of Bids for the Airport's 6-Unit T-Hangar Construction
<b>SUMMARY BY:</b>	Sally Burbridge

## PROJECT DESCRIPTION / FACTS

Bids were solicited for companies to provide all labor, materials, equipment and performance of all work necessary to construct a 6-Unit T-Hangar at the Salem Memorial Airport.

Bids received are represented in the table below:

Contractor	Bid Amount
BuildTec Construction, LLC	\$624,900.00
Cahills Construction	\$694,832.98
KCI Construction Company	\$726,377.00
Screed Tech, LLC	\$780,001.88
R.L. Persons Construction, Inc.	\$1,232,000.00
Engineer's Estimate	\$695,000.00

*From Ian Wright of Lochner* - Aside from the high bid, all other bids received were competitive, fair, and reasonable. The low bid, submitted by *BuildTec Construction, LLC*, was below the Engineer's Estimate. Although we've never worked with *BuildTec Construction LLC* before, I've requested a copy of their previous work history detailing similar construction experience, as well as a list of references. After reviewing this information, and receiving highly favorable reviews of their work, we believe that the low bid provided by *BuildTec Construction, LLC* is fair and reasonable. Based upon our analysis of the bids and the vetting of *BuildTec Construction, LLC*, Lochner recommends that the City of Salem, Missouri requests MoDOT's authorization to award the construction contract to *BuildTec Construction, LLC* in the amount of \$624,900.00.

## PROCUREMENT

Request for Bids was advertised in The Salem News, on the City's Website Bids page, and through Drexel Technologies, Construction Plans pages (this is a construction plans clearing house that many companies that bid large projects use). Acceptance of Bids closed on

Tuesday, May 30 at 11:00 am and bids were opened on that same day at 11:15 am at the City Hall Council Chambers.

<b>FISCAL IMPACTS</b>
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This project is budgeted, and the recommended bid came in under Lochner's construction estimated costs.

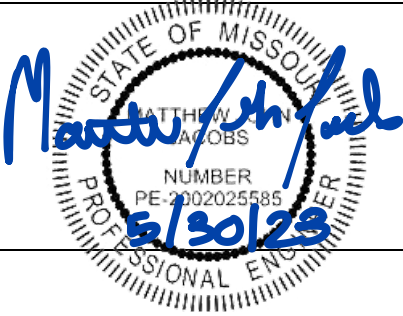
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<b>SUPPORT DOCUMENTS:</b>	Official Bid Tabulation from Lochner BuildTec Proposal Cahills Proposal KCI Proposal Screed Tech Proposal R.L. Persons Proposal
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<b>DEPARTMENT'S RECOMMENDED MOTION: Move to approve the bid from BuildTec Construction, LLC and recommend approval of contract award to MoDOT.</b>
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TABULATION OF BIDS									
				<b>SALEM MEMORIAL AIRPORT (K33)</b> <b>SALEM, MISSOURI</b>  <b>Construct 6-Unit T-Hangar</b>  <b>MoDOT PROJECT No. 23-066A-1</b>  <b>May 30, 2023</b>				Bids Received: 5/30/2023 Lochner Job No.: 15546  Bids Tabulated By: IJW Date: 5/30/2023 Bids Checked By: MJJ Date: 5/30/2023	
				<b>Engineer's Estimate</b>		<b>BuildTec Construction, LLC</b> 17250 State Route H St. James, MO 65559		<b>Cahills Construction, Inc.</b> 1420B East State Highway 72 Rolla, MO 65401	
				<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>						
1	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 47,000.00	\$ 47,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00
2	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 18,440.40	\$ 18,440.40
3	Haul Road, Staging Area, and Site Restoration	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 17,700.00	\$ 17,700.00	\$ 7,920.00	\$ 7,920.00
4	Construct 6-Unit T-Hangar	1	L.S.	\$ 600,000.00	\$ 600,000.00	\$ 524,000.00	\$ 524,000.00	\$ 604,546.38	\$ 604,546.38
5	Construct Hangar Approach	220	S.Y.	\$ 150.00	\$ 33,000.00	\$ 135.00	\$ 29,700.00	\$ 154.21	\$ 33,926.20
<b>TOTAL BID</b>				<b>\$ 695,000.00</b>		<b>\$ 624,900.00</b>		<b>\$ 694,832.98</b>	
				<b>KCI Construction Company</b> 10315 Lake Bluff Drive St. Louis, MO 63123		<b>Screed Tech, LLC</b> 70601 567th Avenue Fairbury, NE 68352		<b>R.L. Persons Construction, Inc.</b> P.O. Box 3938 Poplar Bluff, MO 63902	
<b>Item No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 72,565.00	\$ 72,565.00	\$ 70,000.00	\$ 70,000.00	\$ 51,000.00	\$ 51,000.00
2	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 24,000.00	\$ 24,000.00
3	Haul Road, Staging Area, and Site Restoration	1	L.S.	\$ 17,500.00	\$ 17,500.00	\$ 5,000.00	\$ 5,000.00	\$ 70,000.00	\$ 70,000.00
4	Construct 6-Unit T-Hangar	1	L.S.	\$ 603,212.00	\$ 603,212.00	\$ 625,789.28	\$ 625,789.28	\$ 1,015,000.00	\$ 1,015,000.00
5	Construct Hangar Approach	220	S.Y.	\$ 105.00	\$ 23,100.00	\$ 337.33	\$ 74,212.60	\$ 327.27	\$ 72,000.00
<b>TOTAL BID</b>				<b>\$ 726,377.00</b>		<b>\$ 780,001.88</b>		<b>\$ 1,232,000.00</b>	

\\KACPRJ\00011546\PROJECT FILES\AE - HANGAR\ESTIMATE & BUDGET\K33 Salem Hangar - Master PayItems.xlsx[BID TAB]

**PROPOSAL FORM**  
**CITY OF SALEM, MISSOURI**  
**SALEM MEMORIAL AIRPORT (K33)**  
 State Block Grant Project No. 23-066A-1

TO: City Administrator, City of Salem, Missouri

The undersigned, in compliance with the request for bids for construction of the following Project:

**Construct 6-Unit T-Hangar**

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID ITEM	FAA SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
Construct 6-Unit T-Hangar							
1	C-105	Mobilization (NTE 10% of Total Bid Amount)	1 L.S.	50,000	00	50,000	00
2	TEMP	Temporary Marking, Lighting, and Barricades	1 L.S.	3,500	00	3,500	00
3	T-901 & T-908	Haul Road, Staging Area, and Site Restoration	1 L.S.	17,700	00	17,700	00
4	---	Construct 6-Unit T-Hangar	1 L.S.	524,000	00	524,000	00
5	---	Construct Hangar Approach	220 S.Y.	15	00	29,200	00
TOTAL BASE BID						624,900	00

**ACKNOWLEDGEMENTS BY BIDDER**

\$135 -

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice of award for a period not to exceed **ninety (90)** calendar days from the stated date for receipt of bids.

- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice of award, and furthermore, and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice to Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **one hundred eighty (180) calendar days for submittals, concrete mix design, material procurement and delivery from the date of the Notice-To-Proceed for PROCUREMENT and ninety (90) calendar days for all construction activities from the date of the Notice-to-Proceed for CONSTRUCTION.**
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **one thousand seven hundred dollars (\$1,700)** per Calendar day as a liquidated damage to the OWNER.
- i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract **0.00** percent of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
  2. Has 50 or more employees.
  3. Is a prime contractor or first tier subcontractor.
  4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

- I. The undersigned acknowledges receipt of the following addenda:

Addendum No. 1, dated May 23, 2023 Date Received May 25, 2023

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Date Received \_\_\_\_\_

#### **REPRESENTATIONS BY BIDDER**

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents, including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves with the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

#### **CERTIFICATIONS BY BIDDER**

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Trade Restriction Certification (49 U.S.C. § 50104, 49 CFR Part 30)**  
The submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:
  1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);
  2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and



3. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**c. Certification of Offeror/Bidder Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)**

By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**d. Certification of Lower Tier Contractors Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)**

The successful Bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>;

2. Collecting a certification statement similar to the Certificate of Offeror/Bidder Regarding Debarment and Suspension, above;
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA and/or MoDOT later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA and/or MoDOT may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**f. Certification Regarding Lobbying (31 U.S.C. § 1352, 2 CFR § 200 Appendix II(J), 49 CFR Part 20, Appendix A)**

The Bidder or Offer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employer of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

**g. Buy American Certification: (Title 49 U.S.C. § 50101)**

The bidder agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued List.

A bidder or offeror must submit the appropriate Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**Type of Certification is based on Type of Project:**

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

**THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED  
IN THE ORIGINAL BOUND PROJECT MANUAL.**

**SIGNATURE OF BIDDER**

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

( ) sole individual                      ( ) partnership                      ( ) joint venture  
(X) corporation, incorporated under the laws of state of Missouri.

Executed by bidder this 30th day of May 20 23.

Name of individual,  
all partners  
or joint venturers:

Address of each:

Casey Petty

17250 St. RT.H, St James, MO 65559

Jason Petty

doing business under the name of:

Address of principal place of business in  
Missouri:

(If using a fictitious name, show this name  
above in addition to legal names)

PO BOX 355

St. James, MO. 65559

BuildTec Construction LLC  
(If a corporation, show its name above)

ATTEST: (SEAL)

(Signature)

Secretary

Please print name

(Signature)

Vice president

(Title)

Jason L Petty

Please print name

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo

**PROPOSAL FORM**  
**CITY OF SALEM, MISSOURI**  
**SALEM MEMORIAL AIRPORT (K33)**  
 State Block Grant Project No. 23-066A-1

TO: City Administrator, City of Salem, Missouri

The undersigned, in compliance with the request for bids for construction of the following Project:

**Construct 6-Unit T-Hangar**

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID ITEM	FAA SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
Construct 6-Unit T-Hangar							
1	C-105	Mobilization (NTE 10% of Total Bid Amount)	1 L.S.	30000	00	30000	00
2	TEMP	Temporary Marking, Lighting, and Barricades	1 L.S.	18440	40	18440	40
3	T-901 & T-908	Haul Road, Staging Area, and Site Restoration	1 L.S.	7920	00	7920	00
4	---	Construct 6-Unit T-Hangar	1 L.S.	604546	38	604546	38
5	---	Construct Hangar Approach	220 S.Y.	154	21	33926	20
TOTAL BASE BID						694,832	98

**ACKNOWLEDGEMENTS BY BIDDER**

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice of award for a period not to exceed **ninety (90)** calendar days from the stated date for receipt of bids.

**PROPOSAL FORM**  
**CITY OF SALEM, MISSOURI**  
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BID ITEM	FAA SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
Construct 6-Unit T-Hangar							
1	C-105	Mobilization (NTE 10% of Total Bid Amount)	1 L.S.	70,000	00	70,000	00
2	TEMP	Temporary Marking, Lighting, and Barricades	1 L.S.	5,000	00	5,000	00
3	T-901 & T-908	Haul Road, Staging Area, and Site Restoration	1 L.S.	5,000	00	5,000	00
4	---	Construct 6-Unit T-Hangar	1 L.S.	625,789	28	625,789	28
5	---	Construct Hangar Approach	220 S.Y.	337	33	74,212	60
TOTAL BASE BID						780,001	88

**ACKNOWLEDGEMENTS BY BIDDER**

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				DOLLARS	CTS	DOLLARS	CTS
Construct 6-Unit T-Hangar							
1	C-105	Mobilization (NTE 10% of Total Bid Amount)	1 L.S.	51,000	00	51,000	00
2	TEMP	Temporary Marking, Lighting, and Barricades	1 L.S.	24,000	00	24,000	00
3	T-901 & T-908	Haul Road, Staging Area, and Site Restoration	1 L.S.	70,000	00	70,000	00
4	---	Construct 6-Unit T-Hangar	1 L.S.	1,015,000.00	00	1,015,000.	00
5	---	Construct Hangar Approach	220 S.Y.	72,000	00	72,000	00
TOTAL BASE BID						1,232,000.	00

**ACKNOWLEDGEMENTS BY BIDDER**

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
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				DOLLARS	CTS	DOLLARS	CTS
Construct 6-Unit T-Hangar							
1	C-105	Mobilization (NTE 10% of Total Bid Amount)	1 L.S.	72,565	00	72,565	00
2	TEMP	Temporary Marking, Lighting, and Barricades	1 L.S.	10,000	00	10,000	00
3	T-901 & T-908	Haul Road, Staging Area, and Site Restoration	1 L.S.	17,500	00	17,500	00
4	---	Construct 6-Unit T-Hangar	1 L.S.	603,212	00	603,212	00
5	---	Construct Hangar Approach	220 S.Y.	105	00	23,100	00
TOTAL BASE BID						726,377	00

**ACKNOWLEDGEMENTS BY BIDDER**

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
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# **Staff Summary Report**

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<b>MEETING DATE:</b>	July 11, 2023
<b>AGENDA ITEM:</b>	New and Miscellaneous Business
<b>AGENDA TITLE:</b>	Letter of Concurrence of Project Award

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<b>ACTION REQUESTED BY:</b>	City Administrator
<b>ACTION REQUESTED:</b>	Approve the Letter of Concurrence of Project Award – K33 Hangar to MoDOT
<b>SUMMARY BY:</b>	Sally Burbridge

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## **PROJECT DESCRIPTION / FACTS**

With the completion of the taxi lanes project the next phase of capital improvements at the airport is the construction of 6 T-hangers. Bids have been solicited and the attached letter of Concurrence is recommending approval of a contract with BuildTec Construction, LLC for the construction of the t-hangers.

## **PROCUREMENT**

See previous Bid Approval Agenda Item

## **FISCAL IMPACTS**

This recommendation of award is less than what is currently budgeted for the project.

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<b>SUPPORT DOCUMENTS:</b>	Letter of Concurrence of Project Award – K33 Hangar Attachments to Letter of Concurrence: Bid Tabulation BuildTec Construction, LLC Bid proposal BuildTec Construction, LLC Buy American Certification BuildTec construction, LLC Worker Eligibility Verification Affidavit and E-Verify Program MOU City of Salem Sponsor Certifications: <ul style="list-style-type: none"><li>• Certification and Disclosure Regarding Potential Conflicts of Interest</li><li>• Drug-Free Workplace</li><li>• Project Plans and Specifications</li><li>• Equipment and Construction Contracts</li><li>• Construction Project Final Acceptance</li><li>• Selection of Consultants</li></ul> Copy of email regarding Lochner's recommendation of award of contract to BuildTec Construction, LLC Updated Project Budget
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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve the Letter of Concurrence of Project Award to BuildTec Construction, LLC as a recommendation to MoDOT.

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400 N. Iron Street, Salem, Missouri 65560  
(573) 729-4811 Fax (573) 729-5371  
www.salem-mo.com

July 11, 2023

Mr. Thomas Powers  
Missouri Department of Transportation  
Aviation Section-MO  
105 W. Capitol Avenue  
Jefferson City, MO 65102

RE: Salem Memorial Airport (K33)  
MoDOT Project No. 23-066A-1  
Construct 6-Unit T-Hangar

Dear Mr. Powers:

As you are aware, on May 30<sup>th</sup>, 2023, bids were received and opened for the referenced project. *BuildTec Construction, LLC* was the apparent responsive low bidder with a total bid of \$624,900.00. After review of the bid submitted by *BuildTec Construction, LLC* and the recommendation of our consultant, Lochner, the City has determined them to be responsive and responsible, and the contract price is considered fair and reasonable.

Therefore, enclosed for your review and approval are the following documents:

1. Electronic copy of the Tabulation of Bids.
2. Electronic copy of the Bid Proposal form submitted by *BuildTec Construction, LLC*.
3. Electronic copy of the executed Buy American Certification completed by *BuildTec Construction, LLC*.
4. Electronic copy of the executed Worker Eligibility Verification Affidavit completed by *BuildTec Construction, LLC*. along with the first page and signature page of their E-Verify Program Memorandum of Understanding.
5. Electronic copy of the Sponsor Certifications for:
  - Project Plans and Specifications
  - Certification and Disclosure Regarding Potential Conflicts of Interest
  - Construction Project Final Acceptance
  - Drug-Free Workplace
  - Equipment and Construction Contracts
  - Selection of Consultants
6. Electronic copy of our consultant's, Lochner, statement regarding recommendation of award of contract to *BuildTec Construction, LLC*.

MAYOR  
Greg Parker  
ALDERMEN  
East Ward  
Shawn Bolerjack  
Kala Sisco  
West Ward  
Amanda Duncan  
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

7. Electronic copy of the updated project budget which includes the bid proposal from *BuildTec Construction, LLC*.

The City of Salem, Missouri hereby requests MoDOT's authorization to award the construction contract to *BuildTec Construction, LLC* in the amount of \$624,900.00.

If you have any questions, please feel free to contact me or our consultant.

Sincerely,

**CITY OF SALEM**

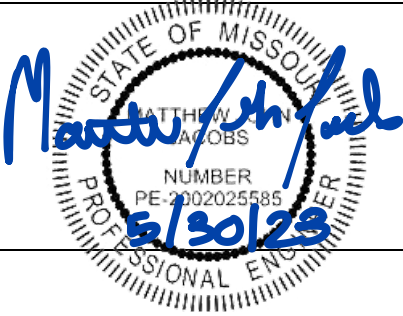
**Greg Parker**  
**Mayor**

cc: Ian Wright, Lochner

**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  
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Sally Burbridge  
**CITY CLERK**  
Tammy Koller  
**CITY ATTORNEY**  
James Weber  
**BUILDING INSPECTION:** Jarred Brown  
**FINANCE:** Stacey Houston

TABULATION OF BIDS									
				<b>SALEM MEMORIAL AIRPORT (K33)</b> <b>SALEM, MISSOURI</b>  <b>Construct 6-Unit T-Hangar</b>  <b>MoDOT PROJECT No. 23-066A-1</b>  <b>May 30, 2023</b>				Bids Received: 5/30/2023 Lochner Job No.: 15546  Bids Tabulated By: IJW Date: 5/30/2023 Bids Checked By: MJJ Date: 5/30/2023	
				<b>Engineer's Estimate</b>		<b>BuildTec Construction, LLC</b>		<b>Cahills Construction, Inc.</b>	
						17250 State Route H		1420B East State Highway 72	
						St. James, MO 65559		Rolla, MO 65401	
Item No.	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 47,000.00	\$ 47,000.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00
2	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00	\$ 18,440.40	\$ 18,440.40
3	Haul Road, Staging Area, and Site Restoration	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 17,700.00	\$ 17,700.00	\$ 7,920.00	\$ 7,920.00
4	Construct 6-Unit T-Hangar	1	L.S.	\$ 600,000.00	\$ 600,000.00	\$ 524,000.00	\$ 524,000.00	\$ 604,546.38	\$ 604,546.38
5	Construct Hangar Approach	220	S.Y.	\$ 150.00	\$ 33,000.00	\$ 135.00	\$ 29,700.00	\$ 154.21	\$ 33,926.20
<b>TOTAL BID</b>				<b>\$ 695,000.00</b>		<b>\$ 624,900.00</b>		<b>\$ 694,832.98</b>	
				<b>KCI Construction Company</b>		<b>Screed Tech, LLC</b>		<b>R.L. Persons Construction, Inc.</b>	
				10315 Lake Bluff Drive		70601 567th Avenue		P.O. Box 3938	
				St. Louis, MO 63123		Fairbury, NE 68352		Poplar Bluff, MO 63902	
Item No.	Item Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization (NTE 10% of Total Bid Amount)	1	L.S.	\$ 72,565.00	\$ 72,565.00	\$ 70,000.00	\$ 70,000.00	\$ 51,000.00	\$ 51,000.00
2	Temporary Marking, Lighting, and Barricades	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 5,000.00	\$ 5,000.00	\$ 24,000.00	\$ 24,000.00
3	Haul Road, Staging Area, and Site Restoration	1	L.S.	\$ 17,500.00	\$ 17,500.00	\$ 5,000.00	\$ 5,000.00	\$ 70,000.00	\$ 70,000.00
4	Construct 6-Unit T-Hangar	1	L.S.	\$ 603,212.00	\$ 603,212.00	\$ 625,789.28	\$ 625,789.28	\$ 1,015,000.00	\$ 1,015,000.00
5	Construct Hangar Approach	220	S.Y.	\$ 105.00	\$ 23,100.00	\$ 337.33	\$ 74,212.60	\$ 327.27	\$ 72,000.00
<b>TOTAL BID</b>				<b>\$ 726,377.00</b>		<b>\$ 780,001.88</b>		<b>\$ 1,232,000.00</b>	

\\KACPRJ\00011546\PROJECT FILES\AE - HANGAR\ESTIMATE & BUDGET\K33 Salem Hangar - Master PayItems.xlsx[BID TAB]

**PROPOSAL FORM**  
**CITY OF SALEM, MISSOURI**  
**SALEM MEMORIAL AIRPORT (K33)**  
 State Block Grant Project No. 23-066A-1

TO: City Administrator, City of Salem, Missouri

The undersigned, in compliance with the request for bids for construction of the following Project:

**Construct 6-Unit T-Hangar**

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda within the specified time of performance for the following prices:

BID ITEM	FAA SPEC.	ITEM DESCRIPTION	APPROX. QTY. AND UNITS	UNIT PRICE		EXTENSION	
				DOLLARS	CTS	DOLLARS	CTS
Construct 6-Unit T-Hangar							
1	C-105	Mobilization (NTE 10% of Total Bid Amount)	1 L.S.	50,000	00	50,000	00
2	TEMP	Temporary Marking, Lighting, and Barricades	1 L.S.	3,500	00	3,500	00
3	T-901 & T-908	Haul Road, Staging Area, and Site Restoration	1 L.S.	17,700	00	17,700	00
4	---	Construct 6-Unit T-Hangar	1 L.S.	524,000	00	524,000	00
5	---	Construct Hangar Approach	220 S.Y.	15	00	29,200	00
TOTAL BASE BID						624,900	00

**ACKNOWLEDGEMENTS BY BIDDER**

\$135 -

- a. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection entitled "Alteration of Work and Quantities".
- b. The BIDDER acknowledges and accepts that the Bid Documents are comprised of the documents identified within the General Provisions. The BIDDER further acknowledges that each the individual documents that comprise the Bid Documents are complementary to one another and together establishes the complete terms, conditions and obligations of the successful BIDDER.
- c. As evidence of good faith in submitting this proposal, the undersigned encloses a bid guaranty in the form of a certified check, cashier's check or bid bond in the amount of 5% of the bid price. The BIDDER acknowledges and accepts that refusal or failure to accept award and execute a contract within the terms and conditions established herein will result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- d. The BIDDER acknowledges and accepts the OWNER'S right to reject any or all bids.
- e. The BIDDER acknowledges and accepts the OWNER'S right to hold all Proposals for purposes of review and evaluation and not issue a notice of award for a period not to exceed **ninety (90)** calendar days from the stated date for receipt of bids.

- f. The undersigned agrees that upon written notice of award of contract, he or she will execute the contract within thirty (30) days of the notice of award, and furthermore, and provide executed payment and performance bonds within fifteen (15) days from the date of contract execution. The undersigned accepts that failure to execute the contract and provide the required bonds within the stated timeframe shall result in forfeiture of the bid guaranty to the owner as a liquidated damage.
- g. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence work within ten (10) calendar days of the date specified in the written "Notice to Proceed" as issued by the OWNER. The undersigned further agrees to complete the Project within **one hundred eighty (180) calendar days for submittals, concrete mix design, material procurement and delivery from the date of the Notice-To-Proceed for PROCUREMENT and ninety (90) calendar days for all construction activities from the date of the Notice-to-Proceed for CONSTRUCTION.**
- h. The undersigned acknowledges and accepts that for each and every Calendar day the project remains incomplete beyond the contract time of performance, the Contractor shall pay the non-penal amount of **one thousand seven hundred dollars (\$1,700)** per Calendar day as a liquidated damage to the OWNER.
- i. The undersigned prime contractor, if not a MoDOT certified DBE, hereby assures that they will subcontract **0.00** percent of the dollar value of the prime contract to DBE firms or make good faith efforts to meet the DBE contract goal. In addition, the prime contractor will include the DBE clauses (see Supplementary Provision No. 6 of the Federal and State Provisions) required by the DBE Program adopted by MoDOT and the Sponsor in all contracts and subcontracts relating to this project. The undersigned will complete the DBE Participation information included herein when a DBE goal has been established, including a demonstration of good faith efforts if the DBE goal is not met. If the undersigned prime contractor is a MoDOT certified DBE firm, then the prime contractor must perform at least thirty percent (30%) of the total contract value work with its own forces, and will receive DBE credit for all work which the prime contractor and any other MoDOT certified DBE firm performs directly.
- j. The BIDDER, by submission of a proposal, acknowledges that award of this contract is subject to the provisions of the Davis-Bacon Act and the Missouri Prevailing Wage Law. The BIDDER accepts the requirement to pay prevailing wages for each classification and type of worker as established in the attached wage rate determinations as issued by the United States Department of Labor and the Missouri Division of Labor Standards. The BIDDER further acknowledges and accepts their requirement to incorporate the provision to pay the established prevailing wages in every subcontract agreement entered into by the Bidder under this project. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.
- k. Compliance Reports (41 CFR Part 60-1.7): Within 30 days after award of this contract, the Contractor/Subcontractor shall file a compliance report (Standard Form 100) if s/he has not submitted a complete compliance report within 12 months preceding the date of award. This report is required if the Contractor/Subcontractor meets all of the following conditions:
1. Contractors/Subcontractors are not exempt based on 41 CFR 60-1.5.
  2. Has 50 or more employees.
  3. Is a prime contractor or first tier subcontractor.
  4. There is a contract, subcontract, or purchase order amounting to \$50,000 or more

- I. The undersigned acknowledges receipt of the following addenda:

Addendum No. 1, dated May 23, 2023 Date Received May 25, 2023

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Date Received \_\_\_\_\_

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_ Date Received \_\_\_\_\_

#### **REPRESENTATIONS BY BIDDER**

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents, including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves with the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work.
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

#### **CERTIFICATIONS BY BIDDER**

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation. The undersigned further certifies that no member, officer or agent of OWNER'S has direct or indirect financial interest in this proposal.
- b. **Trade Restriction Certification (49 U.S.C. § 50104, 49 CFR Part 30)**  
The submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:
  1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (U.S.T.R.);
  2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and



3. has not entered into any subcontract for any product to be used on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

1. who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
2. whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
3. who incorporates in the public works project any product of a foreign country on such U.S.T.R. list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**c. Certification of Offeror/Bidder Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)**

By submitting a bid/proposal under this solicitation, the Bidder or Offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**d. Certification of Lower Tier Contractors Regarding Debarment (2 CFR Part 180 (Subpart C), 2 CFR Part 1200, DOT Order 4200.5)**

The successful Bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>;

2. Collecting a certification statement similar to the Certificate of Offeror/Bidder Regarding Debarment and Suspension, above;
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA and/or MoDOT later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA and/or MoDOT may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**f. Certification Regarding Lobbying (31 U.S.C. § 1352, 2 CFR § 200 Appendix II(J), 49 CFR Part 20, Appendix A)**

The Bidder or Offer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employer of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

**g. Buy American Certification: (Title 49 U.S.C. § 50101)**

The bidder agrees to comply with 49 U.S.C. § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued List.

A bidder or offeror must submit the appropriate Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

**Type of Certification is based on Type of Project:**

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

**THIS EXECUTED PROPOSAL FORM MUST BE SUBMITTED  
IN THE ORIGINAL BOUND PROJECT MANUAL.**

**SIGNATURE OF BIDDER**

The undersigned states that the correct LEGAL NAME AND ADDRESS of (1) the individual bidder, (2) each partner or joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing with the intention to bind themselves to become responsible and sole bidder) they are the agent of, and they are signing and executing this (as indicated in the proper spaces below) as the bid of a

( ) sole individual                      ( ) partnership                      ( ) joint venture  
(X) corporation, incorporated under the laws of state of Missouri.

Executed by bidder this 30th day of May 20 23.

Name of individual,  
all partners  
or joint venturers:

Address of each:

Casey Petty

17250 St. RT.H, St James, MO 65559

Jason Petty

doing business under the name of:

Address of principal place of business in  
Missouri:

(If using a fictitious name, show this name  
above in addition to legal names)

PO BOX 355

St. James, MO. 65559

BuildTec Construction LLC  
(If a corporation, show its name above)

ATTEST: (SEAL)

(Signature)

Secretary

(Signature)

Vice president

(Title)

Please print name

Please print name

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual partners, joint ventures, or corporation, with the legal address shown, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo

**Certificate of Buy American Compliance for Total Facility**  
(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".



Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

- a) Only installing steel and manufactured products produced in the United States; or
- b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing U.S. domestic products.
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.



Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
4. To furnish U.S. domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- a) Detailed cost information for total project using U.S. domestic product.

- b) Detailed cost information for total project using non-domestic product.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

May 30, 2023  
Date

  
Signature

BuildTec Construction  
Company Name

Vice president  
Title

**Certificate of Buy American Compliance for Manufactured Products**  
(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".



Bidder or offeror hereby certifies that it will comply with 49 USC 50101 by:

- Only installing steel and manufactured products produced in the United States;
- Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
- Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
- To faithfully comply with providing U.S. domestic product.
- To furnish U.S. domestic product for any waiver request that the FAA rejects.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.



Bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

- To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
- That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination which may result in rejection of the proposal.
- To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
- To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.



**Required Documentation**

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly and at place of manufacture.

**Type 4 Waiver** – Total cost of project using U.S. domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 waiver is:

- d) Detailed cost information for total project using U.S. domestic product.
- e) Detailed cost information for total project using non-domestic product.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

May 30, 2023

Date

Signature

BuildTec Construction

Company Name

Vice president

Title

**h. Compliance with the Work Authorization Law (as required by Section 285.530, Revised Statutes of Missouri)**

For all contracts where the total bid amount is in excess of \$50,000 (local match in excess of \$5,000), the Bidder, by submission of an offer and by signing the Worker Eligibility Verification Affidavit for All Contract Agreements in Excess of \$50,000, certifies that it:

1. does not knowingly employ any person who is an unauthorized alien in connection with the contracted services;
2. has enrolled and actively participates in a federal work authorization program;

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL CONTRACT AGREEMENTS IN EXCESS OF \$50,000 (Local match in excess of \$5,000)**  
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri )  
 ) ss  
COUNTY OF Phelps )

On this 30th day of May, 2023, before me appeared Jason Petty, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Jason Petty, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state or any of its political subdivisions to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the Vice pres of BuildTec Const., and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.  
(title) (business name)

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify information (employment eligibility) of newly hired employees working in connection to work under the within contract agreement. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within contract agreement, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

(Affiant Signature)

Subscribed and sworn to before me this 30 day of May, 2023.



(Notary Public)

**[Documentation of enrollment/participation in a federal work authorization program is attached. Acceptable enrollment and participation documentation consists of the following two pages of the E-Verify Memorandum of Understanding: (1) A valid, completed copy of the first page identifying the business entity; and (2) A valid copy of the signature page completed and signed by the business entity, the Social Security Administration, and the Department of Homeland Security – Verification Division.]**

Company ID Number: 1523401

## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and the BuildTec Construction, LLC. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

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). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.

**Company ID Number:** 1523401

4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly

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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@dhs.gov](mailto:E-Verify@dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon

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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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- b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.
- c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.
- d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.
- e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:
  - i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
  - ii. The employee's work authorization has not expired, and
  - iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).
- f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:
  - i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
  - ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
  - iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with

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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and

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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

#### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

##### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify

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case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the

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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
- E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to,

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Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**



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**Approved by:**

<b>Employer</b> BuildTec Construction, LLC.	
Name (Please Type or Print) Jason Petty	Title
Signature Electronically Signed	Date 03/23/2020
<b>Department of Homeland Security – Verification Division</b>	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 03/23/2020

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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	BuildTec Construction, LLC.
Company Facility Address	1024 HARVEST ROAD Camdenton, MO 65020
Company Alternate Address	
County or Parish	CAMDEN
Employer Identification Number	844578146
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	1 to 4
Number of Sites Verified for	1

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**Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:**

MISSOURI

1 site(s)

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**Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:**

Name Jason L Petty  
Phone Number (573) 434 - 2482  
Fax Number  
Email Address jpetty@buildteccon.com

Name Casey L Petty  
Phone Number (573) 263 - 0997  
Fax Number  
Email Address caseypetty@hotmail.com

Name Jason L Petty  
Phone Number (573) 434 - 2482  
Fax Number (482) 482 - 2482  
Email Address jpetty@buildteccon.com

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**Selection of Consultants**  
**Airport Improvement Program Sponsor Certification**

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Sponsor: City of Salem

Airport: Salem Memorial (K33)

Project Number: 23-088A-1

Description of Work: Construct 6-Unit T-Hangar (Bidding)

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).  
☒ Yes   ☐ No   ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).  
☒ Yes   ☐ No   ☐ N/A

**To:** City Administrator  
**Cc:** 15546 – Salem, MO Taxilanes and Hangar  
**Subject:** Salem, MO Airport (K33) - Construct 6-Unit T-Hangar - Recommendation of Award (23-066A-1)

Hi Sally,

Bids for the 6-Unit T-Hangar construction project were received on May 30<sup>th</sup>, 2023. Below is a summarization of those that bid the project and their respective bid submitted. A more detailed bid analysis is included in the attached bid tab.

Contractor	Bid Amount
BuildTec Construction, LLC	\$624,900.00
Cahills Construction	\$694,832.98
KCI Construction Company	\$726,377.00
Screed Tech, LLC	\$780,001.88
R.L. Persons Construction, Inc.	\$1,232,000.00
Engineer's Estimate	\$695,000.00

Aside from the high bid, all other bids received were competitive, fair, and reasonable. The low bid, submitted by *BuildTec Construction, LLC*, was below the Engineer's Estimate. Although we've never worked with *BuildTec Construction, LLC* before, I've requested a copy of their previous work history detailing similar construction experience, as well as a list of references. After reviewing this information, and receiving highly favorable reviews of their work, we believe that the low bid provided by *BuildTec Construction, LLC* is fair and reasonable. Based upon our analysis of the bids and the vetting of *BuildTec Construction, LLC*, Lochner recommends that the City of Salem, Missouri requests MoDOT's authorization to award the construction contract to *BuildTec Construction, LLC* in the amount of \$624,900.00.

Therefore, attached for the City's use are the following:

1. A draft letter to Mr. Thomas Powers with MoDOT (Thomas.Powers@modot.mo.gov) recommending award, etc. for the subject project. Please feel free to edit the draft letter as you wish. Please address the red text in the letter (insert names, dates, and print on city letterhead) and email a scanned copy of the signed letter to Mr. Powers. Please copy me on the email transmittal.
2. Tabulation of Bids. Please include a PDF copy of the bid tabulation in the email to Mr. Powers.
3. Bid proposal form submitted by *BuildTec Construction, LLC*. Please include a PDF copy of the proposal form in the email to Mr. Powers.
4. Executed Buy American Certification completed by *BuildTec Construction, LLC*. Please include a PDF copy of the Certification in the email to Mr. Powers.



5. Executed Worker Eligibility Verification Affidavit completed by *BuildTec Construction, LLC*. along with their E-Verify Program Memorandum of Understanding (MOU). Please include a PDF copy of the Affidavit and MOU in the email to Mr. Powers.
6. Sponsor Certifications (previously executed) for:
  - Certification and Disclosure Regarding Potential Conflicts of Interest
  - Drug-Free Workplace
  - Project Plans and Specifications
  - Equipment and Construction Contracts
  - Construction Project Final Acceptance
  - Selection of Consultants
7. A copy of this email regarding our recommendation of award of contract to *BuildTec Construction, LLC*. Please include a PDF copy of this email in the email transmittal to Mr. Powers.
8. Updated Project Budget including the bid proposal from *BuildTec Construction, LLC*. Please include a PDF copy of the Budget in the email to Mr. Powers.

We are currently in the process of transmitting DRAFT Supplemental Agreement No. 1 for Construction Services to the City and MoDOT for their review. This will be submitted under a separate email.

Once the City has received concurrence of award of contract from MoDOT, and been offered and accepted a grant for this project, we will proceed with executing the contracts between the City and *BuildTec Construction, LLC*. Please let me know if you have any questions regarding this recommendation of award and associated attachments.

***Ian J. Wright, EIT***

*Civil Engineer, Aviation*

*FAA Certified sUAS Pilot*

**LOCHNER**

*16105 West 113<sup>th</sup> Street, Suite 107*

*Lenexa, KS 66219*

**Mobile: 316.518.9244**

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
  - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☒ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☒ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
  - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☒ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☒ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☐ Yes ☐ No ☒ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☒ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☒ Yes ☐ No ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
  - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
  - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- ☐ Yes ☐ No ☒ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 16<sup>th</sup> day of February, 2023.

Name of Sponsor: City of Salem

Name of Sponsor's Authorized Official: Sally Burbridge

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: Sally Burbridge

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

**Missouri Department of Transportation  
Aviation Section**



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**Certification and Disclosure Regarding Potential Conflicts of Interest  
Airport Improvement Program Sponsor Certification**

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Sponsor: City of Salem  
Airport: Salem Memorial (K33)  
Project Number: 23-088A-1  
Description of Work: Construct 6-Unit T-Hangar (Bidding)

**Application**

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

**Certification Statements**

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☒ Yes ☐ No



3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 16<sup>th</sup> day of February, 2023.

Name of Sponsor: City of Salem

Name of Sponsor's Authorized Official: Sally Burbridge

Title of Sponsor's Authorized Official: City Administrator

**Signature** of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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**Drug-Free Workplace  
Airport Improvement Program Sponsor Certification**

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Sponsor: City of Salem  
Airport: Salem Memorial (K33)  
Project Number: 23-088A-1  
Description of Work: Construct 6-Unit T-Hangar (Bidding)

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The sponsor's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

**Location 1**

Name of Location: Salem City Administration Building

Address: 400 N. Iron Street, Salem, MO 65560

**Location 2 (if applicable)**

Name of Location:

Address:

**Location 3 (if applicable)**

Name of Location:

Address:



Attach documentation clarifying any above item marked with "no" response.

### **Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 16<sup>th</sup> day of February, 2023.

Name of Sponsor: City of Salem

Name of Sponsor's Authorized Official: Sally Burbridge

Title of Sponsor's Authorized Official: City Administrator

**Signature** of Sponsor's Authorized Official: Sally Burbridge

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

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**Project Plans and Specifications**  
**Airport Improvement Program Sponsor Certification**

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Sponsor: City of Salem

Airport: Salem Memorial (K33)

Project Number: 23-088A-1

Description of Work: Construct 6-Unit T-Hangar (Bidding)

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor ([www.dol.gov/](http://www.dol.gov/)). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).  
☒ Yes   ☐ No   ☐ N/A
2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).  
☒ Yes   ☐ No   ☐ N/A
3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).  
☒ Yes   ☐ No   ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).
- ☐ Yes ☐ No ☒ N/A
5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).
- ☒ Yes ☐ No ☐ N/A
7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).
- ☒ Yes ☐ No ☐ N/A
8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).
- ☒ Yes ☐ No ☐ N/A
9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).
- ☐ Yes ☐ No ☒ N/A
10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).
- ☒ Yes ☐ No ☐ N/A
11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)
- ☒ Yes ☐ No ☐ N/A
12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:
- a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.
- ☒ Yes ☐ No ☐ N/A
- b. Snow Removal Equipment as contained in AC 150/5220-20.
- ☐ Yes ☐ No ☒ N/A
- c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.
- ☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

- a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.
- b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.
- c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 14<sup>th</sup> day of February, 2023.

Name of Sponsor: City of Salem

Name of Sponsor's Authorized Official: Sally Burbridge

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: Sally Burbridge

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.





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## Equipment and Construction Contracts Airport Improvement Sponsor Certification

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Sponsor: City of Salem  
Airport: Salem Memorial (K33)  
Project Number: 23-088A-1  
Description of Work: Construct 6-Unit T-Hangar (Bidding)

### Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor ([www.dol.gov](http://www.dol.gov)) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).  
☒ Yes ☐ No ☐ N/A
2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).  
☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

- a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));
- b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and
- c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)) was or will be:

- a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;
- b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;
- c. Publicly opened at a time and place prescribed in the invitation for bids; and
- d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

- a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;
- b. Plan for publicizing and soliciting an adequate number of qualified sources; and
- c. Listing of evaluation factors along with relative importance of the factors.

☐ Yes ☐ No ☒ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

- a. Only one qualified person/firm submits a responsive bid;
- b. Award is to be made to other than the lowest responsible bidder; and
- c. Life cycle costing is a factor in selecting the lowest responsive bidder.

☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

- a. Access to Records (§ 200.336)
- b. Buy American Preferences (Title 49 U.S.C. § 50101)
- c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
- d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
- e. Occupational Safety and Health Act requirements (20 CFR part 1920)
- f. Seismic Safety – building construction (49 CFR part 41)
- g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
- h. U.S. Trade Restriction (49 CFR part 30)
- i. Veterans Preference (49 USC § 47112(c))

☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding \$2,000 contain or will contain the provisions established by:

- a. Davis-Bacon and Related Acts (29 CFR part 5)
- b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding \$3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

☒ Yes ☐ No ☐ N/A

12. All contracts exceeding \$10,000 contain or will contain the following provisions as applicable:

- a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
- b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
- c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
- d. Provisions that address termination for cause and termination for convenience (2 CFR part 200, Appendix II).

☒ Yes ☐ No ☐ N/A



13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently \$150,000) include or will include provisions, as applicable, that address the following:

- a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);
- b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);
- c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);
- d. Conditions specifying administrative, contractual and legal remedies for instances where contractor or vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and
- e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.


Executed on this 16<sup>th</sup> day of February, 2023.

Name of Sponsor: City of Salem

Name of Sponsor's Authorized Official: Sally Burbridge

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official: \_\_\_\_\_



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



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**Construction Project Final Acceptance  
Airport Improvement Program Sponsor Certification**

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Sponsor: City of Salem  
Airport: Salem Memorial (K33)  
Project Number: 23-088A-1  
Description of Work: **Construct 6-Unit T-Hangar (Bidding)**

**Application**

49 USC § 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

**Certification Statements**

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).  
☒ Yes   ☐ No   ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
  - a. Technical standards (Advisory Circular (AC) 150/5370-12);
  - b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
  - c. Construction safety and phasing plan measures (AC 150/5370-2).☒ Yes   ☐ No   ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).  
☒ Yes   ☐ No   ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).
- ☒ Yes ☐ No ☐ N/A
5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).
- ☒ Yes ☐ No ☐ N/A
6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:
- a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);
  - b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and
  - c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).
- ☒ Yes ☐ No ☐ N/A
7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).
- ☒ Yes ☐ No ☐ N/A
8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:
- a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);
  - b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);
  - c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and
  - d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).
- ☒ Yes ☐ No ☐ N/A
9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:
- a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);
  - b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and
  - c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);
- ☒ Yes ☐ No ☐ N/A



10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

☒ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

- a) Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);
- b) Complete all environmental requirements as established within the project environmental determination (Order 5100.38); and
- c) Prepare and retain as-built plans (Order 5100.38).

☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

#### Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 16<sup>th</sup> day of February, 2023.

Name of Sponsor: City of Salem

Name of Sponsor's Authorized Official: Sally Burbridge

Title of Sponsor's Authorized Official: City Administrator

Signature of Sponsor's Authorized Official:



I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

# TOTAL PROJECT BUDGET

## SALEM MEMORIAL AIRPORT (K33) SALEM, MISSOURI

MoDOT PROJECT No. 23-066A-1

Construct 6-Unit T-Hangar

July 6, 2023

I:\KAC\PRJ\000015546\PROJECT FILES\AE - HANGAR\00 - AGREEMENT\002 - CEI\CONTRACT\K33 Hangar - ECR\_DBE\_Estimated Breakdown Of Work\_for Aviation Engineering Contracts.xlsx\Breakdown of Work

### PROJECT FUNDING

#### FY 2019 NPE

MoDOT Federal Share (90%)	\$	46,444
Local (10%)	\$	5,160
<b>Subtotal</b>	<b>\$</b>	<b>51,604</b>

#### FY 2020-2021 NPE

MoDOT Federal Share (100%)	<b>Subtotal</b>	<b>\$</b>	<b>333,332</b>
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#### FY 2022 NPE

MoDOT Federal Share (90%)	\$	150,000
Local (10%)	\$	16,666
<b>Subtotal</b>	<b>\$</b>	<b>166,666</b>

#### Portion of FY 2023 NPE

MoDOT Federal Share (90%) (NTE \$150,000)	\$	83,607
Local (10%)	\$	9,291
<b>Subtotal</b>	<b>\$</b>	<b>92,898</b>

#### Portion of FY 2022 BIL

MoDOT Federal Share (90%) (NTE \$110,000)	\$	108,450
Local (10%)	\$	12,050
<b>Subtotal</b>	<b>\$</b>	<b>120,500</b>

**TOTAL PROJECT FUNDING (EST.) \$ 765,000**

### PROJECT COSTS - AIP

Local Cost MoDOT Cost Total Cost

4.83% 95.17%

#### Administrative

Advertising (Est.)	\$	4.83	\$	95.17	\$	100.00
<b>Subtotal</b>	<b>\$</b>	<b>4.83</b>	<b>\$</b>	<b>95.17</b>	<b>\$</b>	<b>100.00</b>

#### Engineering

Preliminary Phase	\$	255.89	\$	5,044.11	\$	5,300.00
Bidding Phase	\$	415.22	\$	8,184.78	\$	8,600.00
Administrative Assistance	\$	270.37	\$	5,320.00	\$	5,600.00
<b>Subtotal</b>	<b>\$</b>	<b>941.48</b>	<b>\$</b>	<b>18,548.90</b>	<b>\$</b>	<b>19,500.00</b>

#### Construction

Construction Costs (BuildTec Construction)	\$	30,170.70	\$	594,729.30	\$	624,900.00
<b>Subtotal</b>	<b>\$</b>	<b>30,170.70</b>	<b>\$</b>	<b>594,729.30</b>	<b>\$</b>	<b>624,900.00</b>

**TOTAL PROJECT COSTS (AIP) (EST.) \$ 31,117 \$ 613,383 \$ 644,500**

### PROJECT COSTS - BIL

Local Cost MoDOT Cost Total Cost

10% 90%

#### Administrative

Independent Fee Estimate (Construction Services SA#1) (Est.)	\$	450	\$	4,050	\$	4,500
<b>Subtotal</b>	<b>\$</b>	<b>450</b>	<b>\$</b>	<b>4,050</b>	<b>\$</b>	<b>4,500</b>

#### Engineering

Construction Services (Est.)	\$	11,600	\$	104,400	\$	116,000
<b>Subtotal</b>	<b>\$</b>	<b>11,600</b>	<b>\$</b>	<b>104,400</b>	<b>\$</b>	<b>116,000</b>

**TOTAL PROJECT COSTS (BIL) (EST.) \$ 12,050 \$ 108,450 \$ 120,500**

**TOTAL PROJECT COSTS (EST.) \$ 43,167 \$ 721,832 \$ 765,000**

# **Staff Summary Report**

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<b>MEETING DATE:</b>	July 11, 2023
<b>AGENDA ITEM:</b>	New and Miscellaneous Business
<b>AGENDA TITLE:</b>	Resolution No. 23-2023

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<b>ACTION REQUESTED BY:</b>	City Administrator
<b>ACTION REQUESTED:</b>	Approval of Agreement with the Dent County Animal Welfare Society
<b>SUMMARY BY:</b>	Sally Burbridge

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## **PROJECT DESCRIPTION / FACTS**

The City of Salem has had a longstanding relationship with the Dent County Animal Welfare Society (DCAWS) for placement of animals taken in by the City's Animal Control.

Per the letter and new agreement received on June 20, 2023, effective immediately (that morning) DCAWS will only accept 10 animals/month from the City, and effective September 20 of this year the cost per animal will increase from \$30 to \$50.

These new terms unfortunately do not leave much room for negotiation and given the immediate implementation of a max # of animals/month, staff has had to scramble to determine what we will do with the remaining animals.

Rough estimates, based upon last year's number of animals taken to DCAWS by the City's Animal Control Officer indicate that the limit of 10 animals/month will only accommodate about half of the animals needing alternative placement after owner claims, and law enforcement holds.

However, given that DCAWS is the closest facility taking animals, therefore costing less in fuel costs and time away from the City for transport, staff recommend the approval of this agreement at this time.

In the meantime, staff has also reached out to the Phelps County Animal Rescue in St. James and they have agreed to accepting a minimum of 5 dogs a month at the \$30/animal rate previously charged by DCAWS. While this does not ensure placement of all animals, it is an interim option while we work on a longer-term plan.

## **PROCUREMENT**

N/A

## **FISCAL IMPACTS**

This will be an increase in the animal control expense line ????

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<b>SUPPORT DOCUMENTS:</b>	DCAWS letter and Agreement
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<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	Move to approve the Agreement with DCAWS for animal placement.
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## **RESOLUTION NO. 23-2023**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND THE DENT COUNTY ANIMAL WELFARE SOCIETY. TO PROVIDE ANIMAL CONTROL SERVICES AND WHEN IT WILL BECOME EFFECTIVE.

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

### **Section 1**

The mayor is hereby authorized to enter on behalf of the City of Salem, Missouri an agreement between the City of Salem, Missouri and The Dent County Animal Welfare Society for animal control services.

### **Section 2.**

The Dent County Animal Welfare Society will allow up to ten animals maximum to be transported to the facility each month of the year.

### **Section 3.**

The Dent County Animal Welfare Society will notify the animal control officer upon reaching said limit.

### **Section 4.**

A fee of \$50.00 for each animal intake will be charged to the City of Salem

### **Section 5.**

This contract will take effect September 20, 2023, and will remain in effect until either party gives at least 90 days' notice to the other party in writing or it is updated with mutually agreeable changes.

### **Section 6.**

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 JULY 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**

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**Dent County Animal Welfare Society**

5358 South Highway 19  
Salem, Mo 65560  
(573)729-3556  
contact@dcaaws.org

June 20, 2023

**City Of Salem**

400 North Iron St.  
Salem, Mo. 65560  
(573)729-4811

Dear City of Salem Administration,

The Dent County Animal Welfare Society (DCAWS), would like to update you on current changes happening at our facility. After our recent board meeting, these decisions were made and voted in by the majority of our board of directors. Effective immediately, the Dent County Animal Welfare Society facility will accept up to 10 animals per month only maximum from the animal control city of Salem. This includes owner surrenders and stray canines and felines. As of June 1st till today, June 20th 2023 animal control has transported 13 animals to our facility. Since this decision was made after the exceed amount, we will house and place those animals accordingly. Starting the month of July 1, 2023 and further, the 10 animals accepted will be set in place.

Per our contract with the City of Salem, Starting September 20, 2023 (90 days notice). The rates will increase from \$30 to \$50 per animal transported to DCAWS facility from animal control. This is a non-negotiable decision made by our board member of directors. The amount will remain at \$30 until the date stated above.

A listing of the animal intake details and total charge for each month will be provided to the City of Salem office in the first week of each month, with a payment to be made by the end of that month.

This letter is DCAWS official informative letter. We have attached our legal binding contract along in this folder to be signed and dated at your convenience and returned. You may return by mail, email or drop off at DCAWS facility. If you choose to decline our contract, our services will terminate at the end of 90 days stated above. If you have any questions please feel free to reach out. Thank you for your time in this matter.

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Sincerely,

Dent County Animal Welfare Society

Board of Directors

AGREEMENT BETWEEN  
THE CITY OF SALEM AND  
THE DENT COUNTY ANIMAL WELFARE SOCIETY

The Dent County Animal Welfare Society (DCAWS), upon taking occupancy of the facility located on Highway 19 south of Salem on a case-by-case basis. The city of Salem will communicate the circumstance of animals being transported to the DCAWS facility.

The Dent County Animal Welfare Society will allow up to 10 animals maximum only to be transported to the facility each month of the year. The Dent County Animal Welfare Society will keep record of the amount of intake animals for each month until the limit is reached and will notify the animal control officer upon reaching said limit. Animal control officer may also keep records if choosing to do so.

A fee of \$50. For each animal intake will be charged to the City of Salem. A listing of the animal intake details and total charge for the previous month will be provided to the City of Salem in the first week of each month, with a payment to be made by the end of that month.

This contract will take effect September 20, 2023 and will remain in effect until either party gives at least 90 days notice to the other party in writing or it is updated with mutually agreeable changes.

\_\_\_\_\_  
Agent of the City of Salem

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Agent of the Dent County Animal Welfare Society

9/20/23  
Date

# **Staff Summary Report**

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<b>MEETING DATE:</b>	July 11, 2023
<b>AGENDA ITEM:</b>	Reading of Bills (First Reading)
<b>AGENDA TITLE:</b>	Bill No. 3553

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<b>ACTION REQUESTED BY:</b>	City Administrator
<b>ACTION REQUESTED:</b>	Approval of Ordinance accepting grant funds via MoDOT for the 6-Unit T-hangar construction at Salem Memorial Airport
<b>SUMMARY BY:</b>	Sally Burbridge

## **PROJECT DESCRIPTION / FACTS**

MoDOT requires an ordinance accepting grant funds prior to their dispersal of such funds. This ordinance is to accept grant funding for the Salem Airport K-33 6-unit T-Hangar construction project.

Previously on this agenda, was the Bid approval for the construction and the Letter of Concurrence to MoDOT for actual award of the bid to BuildTec.

## **PROCUREMENT**

See previous bid approval item on this agenda.

## **FISCAL IMPACTS**

This item is budgeted in the Airport fund.

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<b>SUPPORT DOCUMENTS:</b>	Ordinance No. 3553 6-unit T-Hangar Total Project Budget
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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve Ordinance No. 3553 accepting grant funding through the Missouri Highways and Transportation Commission for the 6-unit T-Hangar construction project at the Salem Memorial Airport.

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**BILL NO. 3553**

**ORDINANCE 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 THE CONSTRUCTION OF A 6-UNIT T-HANGER PROJECT AT THE SALEM MEMORIAL AIRPORT (K33).

NOW 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 accept grants and execute grant agreements on behalf of the City of Salem, Missouri with the Missouri Highways and Transportation Commission providing for funding of the construction of a 6-unit T-Hangar Project presented in Total Project Budget, “Exhibit A” incorporated herein.

**Section 2.**

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

**Section 3.**

This Ordinance shall be in full force and effect from and after July 11, 2023.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 11<sup>th</sup> DAY OF JULY 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

---

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

APPROVAL AS TO FORM:

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

## EXHIBIT A



# TOTAL PROJECT BUDGET

## SALEM MEMORIAL AIRPORT (K33) SALEM, MISSOURI

MoDOT PROJECT No. 23-066A-1

Construct 6-Unit T-Hangar

July 6, 2023

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### PROJECT FUNDING

#### FY 2019 NPE

MoDOT Federal Share (90%)	\$	46,444
Local (10%)	\$	5,160
<b>Subtotal</b>	<b>\$</b>	<b>51,604</b>

#### FY 2020-2021 NPE

MoDOT Federal Share (100%)	<b>Subtotal</b>	<b>\$</b>	<b>333,332</b>
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#### FY 2022 NPE

MoDOT Federal Share (90%)	\$	150,000
Local (10%)	\$	16,666
<b>Subtotal</b>	<b>\$</b>	<b>166,666</b>

#### Portion of FY 2023 NPE

MoDOT Federal Share (90%) (NTE \$150,000)	\$	83,607
Local (10%)	\$	9,291
<b>Subtotal</b>	<b>\$</b>	<b>92,898</b>

#### Portion of FY 2022 BIL

MoDOT Federal Share (90%) (NTE \$110,000)	\$	108,450
Local (10%)	\$	12,050
<b>Subtotal</b>	<b>\$</b>	<b>120,500</b>

**TOTAL PROJECT FUNDING (EST.) \$ 765,000**

### PROJECT COSTS - AIP

Local Cost MoDOT Cost Total Cost

4.83% 95.17%

#### Administrative

Advertising (Est.)	\$	4.83	\$	95.17	\$	100.00
<b>Subtotal</b>	<b>\$</b>	<b>4.83</b>	<b>\$</b>	<b>95.17</b>	<b>\$</b>	<b>100.00</b>

#### Engineering

Preliminary Phase	\$	255.89	\$	5,044.11	\$	5,300.00
Bidding Phase	\$	415.22	\$	8,184.78	\$	8,600.00
Administrative Assistance	\$	270.37	\$	5,320.00	\$	5,600.00
<b>Subtotal</b>	<b>\$</b>	<b>941.48</b>	<b>\$</b>	<b>18,548.90</b>	<b>\$</b>	<b>19,500.00</b>

#### Construction

Construction Costs (BuildTec Construction)	\$	30,170.70	\$	594,729.30	\$	624,900.00
<b>Subtotal</b>	<b>\$</b>	<b>30,170.70</b>	<b>\$</b>	<b>594,729.30</b>	<b>\$</b>	<b>624,900.00</b>

**TOTAL PROJECT COSTS (AIP) (EST.) \$ 31,117 \$ 613,383 \$ 644,500**

### PROJECT COSTS - BIL

Local Cost MoDOT Cost Total Cost

10% 90%

#### Administrative

Independent Fee Estimate (Construction Services SA#1) (Est.)	\$	450	\$	4,050	\$	4,500
<b>Subtotal</b>	<b>\$</b>	<b>450</b>	<b>\$</b>	<b>4,050</b>	<b>\$</b>	<b>4,500</b>

#### Engineering

Construction Services (Est.)	\$	11,600	\$	104,400	\$	116,000
<b>Subtotal</b>	<b>\$</b>	<b>11,600</b>	<b>\$</b>	<b>104,400</b>	<b>\$</b>	<b>116,000</b>

**TOTAL PROJECT COSTS (BIL) (EST.) \$ 12,050 \$ 108,450 \$ 120,500**

**TOTAL PROJECT COSTS (EST.) \$ 43,167 \$ 721,832 \$ 765,000**

## **BILL NO. 3543**

## **ORDINANCE NO. 3543**

AN ORDINANCE ESTABLISHING RATES FOR ELECTRIC SERVICES PROVIDED BY THE CITY OF SALEM, MISSOURI.

WHEREAS, THE BOARD OF ALDERMEN IS AUTHORIZED BY ARTICLE II, SECTION 700.130, OF THE CITY CODE TO ESTABLISH ELECTRIC RATES AT ANY TIME,

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

### **Section 1.**

Section 700.090 of the Salem City Code shall be amended as follows:

- A. Monthly electrical rates for commercial services within the city limits and provided by the City of Salem, Missouri, shall be as follows:  
Twelve-dollar (\$12.00) service availability charge and \$0.1360 per KWH with a minimum charge of fifty-four dollars forty cents (\$54.40) for four hundred (400) KWH or less.
- B. Monthly electrical rates for commercial services outside the city limits and provided by the City of Salem, Missouri, shall be as follows:  
Twenty-four-dollar (\$24.00) service availability charge and \$0.1714 per KWH with a minimum charge of sixty-eight dollars and fifty-six cents (\$68.56) for four hundred (400) KWH or less.
- C. Monthly electrical rates for residential services within the city limits and provided by the City of Salem, Missouri, shall be as follows:  
Eight-dollar (\$8.00) service availability charge and \$0.1360 per KWH with a minimum charge of twenty-seven dollars twenty cents (\$27.20) for two hundred (200) KWH or less
- D. Monthly electrical rates for residential services outside the city limits and provided by the City of Salem, Missouri, shall be as follows:  
Sixteen-dollar (\$16.00) service availability charge and \$0.1784 per KWH with a minimum charge of thirty-four dollars twenty-eight cents (\$34.28) for two hundred (200) KWH or less

### **Section 2.**

These rates shall become effective with the bills for July 15, 2023, to August 15, 2023, consumption and are subject to modification at any time by the Board of Aldermen.

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

**Section 3.**

This Ordinance shall be in full force and effect from and after July 11, 2023.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND  
APPROVED BY THE MAYOR, THIS 11<sup>th</sup> DAY OF JULY 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

---

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

APPROVAL AS TO FORM:

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

**BILL NO. 3544**

**ORDINANCE NO. 3544**

AN ORDINANCE AMENDING ARTICLE I: MUNICIPAL EMPLOYMENT PROVISIONS TO ENSURE THE CITY'S CODES AND PERSONNEL POLICY ARE COMPLIMENTARY.

WHEREAS, WITH EXCEPTION OF THE "PAY FOR FAMILIES FIRST CORONAVIRUS RESPONSE ACT", THE MOST RECENT UPDATE TO THE PERSONNEL SECTIONS OF THE CITY'S CODES OCCURRED IN 2009;

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

**Section 1.**

**Section 120.020 Minimum Age For Employment**, of the Salem City Code shall be amended as follows:

The minimum age for employment as a probationary employee shall be eighteen (18) years of age, ~~unless the Mayor shall in writing waive the requirement~~. The minimum age for employment of seasonal employees shall be sixteen (16) years of age.

**Section 2.**

This ordinance is subject to modification at any time by the Board of Aldermen.

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

**Section 3.**

This Ordinance shall be in full force and effect from and after July 11, 2023.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 11<sup>th</sup> DAY OF JULY 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

---

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

APPROVAL AS TO FORM:

---

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

**BILL NO. 3545**

**ORDINANCE NO. 3545**

AN ORDINANCE AMENDING ARTICLE I: MUNICIPAL EMPLOYMENT PROVISIONS TO ENSURE THE CITY'S CODES AND PERSONNEL POLICY ARE COMPLIMENTARY.

WHEREAS, WITH EXCEPTION OF THE "PAY FOR FAMILIES FIRST CORONAVIRUS RESPONSE ACT", THE MOST RECENT UPDATE TO THE PERSONNEL SECTIONS OF THE CITY'S CODES OCCURRED IN 2009;

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

**Section 1.**

**Section 120.030 All Personnel To Have Physical Examination**, of the Salem City Code shall be amended as follows;

- B. The physical examination required herein shall be conducted by a physician chosen by the City of Salem, Missouri, at the expense of the City of Salem, Missouri, and the requirements for passing a physical examination shall be set and determined by the approved job description for the position with the City of Salem, Missouri.

**Section 2.**

This ordinance is subject to modification at any time by the Board of Aldermen.

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

**Section 3.**

This Ordinance shall be in full force and effect from and after July 11, 2023.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 11<sup>th</sup> DAY OF JULY 2023.

APPROVED:

ATTEST:

---

**Greg Parker**  
Mayor

---

**Tammy Koller**  
City Clerk

APPROVAL AS TO FORM:

---

**James Weber**  
City Attorney

**BILL NO. 3546**

**ORDINANCE NO. 3546**

AN ORDINANCE AMENDING ARTICLE I: MUNICIPAL EMPLOYMENT PROVISIONS TO ENSURE THE CITY'S CODES AND PERSONNEL POLICY ARE COMPLIMENTARY.

WHEREAS, WITH EXCEPTION OF THE "PAY FOR FAMILIES FIRST CORONAVIRUS RESPONSE ACT", THE MOST RECENT UPDATE TO THE PERSONNEL SECTIONS OF THE CITY'S CODES OCCURRED IN 2009;

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

**Section 1.**

**Section 120.110 Failure To Pass Probation,** of the Salem City Code shall be amended as follows;

If at any time during the probationary period, the supervisor determines that the services of a City employee have been unsatisfactory, the employee may be separated from his/her position without the right of appeal or a hearing. ~~The Mayor shall notify the employee in writing at least seven (7) calendar days before the effective date of separation or the reasons for the separation.~~

**Section 2.**

This ordinance is subject to modification at any time by the Board of Aldermen.

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

**Section 3.**

This Ordinance shall be in full force and effect from and after July 11, 2023.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 11<sup>th</sup> DAY OF JULY 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
Mayor

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**Tammy Koller**  
City Clerk

APPROVAL AS TO FORM:

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**James Weber**  
City Attorney

## **BILL NO. 3547**

## **ORDINANCE NO. 3547**

AN ORDINANCE AMENDING ARTICLE I: MUNICIPAL EMPLOYMENT PROVISIONS TO ENSURE THE CITY'S CODES AND PERSONNEL POLICY ARE COMPLIMENTARY.

WHEREAS, WITH EXCEPTION OF THE "PAY FOR FAMILIES FIRST CORONAVIRUS RESPONSE ACT", THE MOST RECENT UPDATE TO THE PERSONNEL SECTIONS OF THE CITY'S CODES OCCURRED IN 2009;

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

### **Section 1.**

**Section 120.180 Outside Employment**, of the Salem City Code shall be amended as follows;

No full-time employee of the City shall accept outside employment, whether part-time, temporary or permanent, without prior written approval from the Department Head or City Administrator ~~or Mayor~~. Each change in outside employment shall require separate approval. Approval shall not be granted when such outside employment conflicts or interferes, or is likely to conflict or interfere, with the employee's municipal service. Such approval, however, shall not be arbitrarily withheld. Employees may not engage in any private business or activity while on duty. No employee shall engage in or accept private employment or render any service for private interest when such employment or service is incompatible or creates a conflict of interest with his/her official duties.

### **Section 2.**

This ordinance is subject to modification at any time by the Board of Aldermen.

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

### **Section 3.**

This Ordinance shall be in full force and effect from and after July 11, 2023.



PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND  
APPROVED BY THE MAYOR, THIS 11<sup>th</sup> DAY OF JULY 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

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

APPROVAL AS TO FORM:

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

## **BILL NO. 3548**

## **ORDINANCE NO. 3548**

AN ORDINANCE AMENDING ARTICLE I: MUNICIPAL EMPLOYMENT PROVISIONS TO ENSURE THE CITY'S CODES AND PERSONNEL POLICY ARE COMPLIMENTARY.

WHEREAS, WITH EXCEPTION OF THE "PAY FOR FAMILIES FIRST CORONAVIRUS RESPONSE ACT", THE MOST RECENT UPDATE TO THE PERSONNEL SECTIONS OF THE CITY'S CODES OCCURRED IN 2009;

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

### **Section 1.**

**Section 120.190 Conduct, Work Habits, Attitude**, of the Salem City Code shall be amended as follows;

It shall be the duty of each employee to maintain high standards of conduct, cooperation, efficiency and economy in their work for the City. Whenever work habits, attitude, ~~production of~~ or personal conduct of any employee falls below a desirable standard, supervisors should point out the deficiencies at the time they are observed. Corrections and suggestions should be presented in a constructive and helpful manner in an effort to elicit the cooperation and goodwill of the employee. Whenever possible, oral and/or written warnings with sufficient time for improvement shall precede formal discipline.

### **Section 2.**

This ordinance is subject to modification at any time by the Board of Aldermen.

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

### **Section 3.**

This Ordinance shall be in full force and effect from and after July 11, 2023.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND  
APPROVED BY THE MAYOR, THIS 11<sup>th</sup> DAY OF JULY 2023.

APPROVED:

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**Greg Parker**  
**Mayor**

ATTEST:

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

APPROVAL AS TO FORM:

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

## BILL NO. 3549

## ORDINANCE NO. 3549

AN ORDINANCE AMENDING ARTICLE I: MUNICIPAL EMPLOYMENT PROVISIONS TO ENSURE THE CITY'S CODES AND PERSONNEL POLICY ARE COMPLIMENTARY.

WHEREAS, WITH EXCEPTION OF THE "PAY FOR FAMILIES FIRST CORONAVIRUS RESPONSE ACT", THE MOST RECENT UPDATE TO THE PERSONNEL SECTIONS OF THE CITY'S CODES OCCURRED IN 2009;

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

### Section 1.

**Section 120.200 Discipline Policy**, of the Salem City Code shall be amended as follows;

A. It shall be the duty of all City employees to comply with and to ~~assist in carrying into effect~~ carry out the provisions of the City's ~~personnel rules and regulations~~ Employee Manuel. No permanent employee shall be disciplined except for violation of ~~established rules and regulations~~ the Employee Manuel, and such discipline shall be in accordance with procedures established by the personnel rules and regulations.

B. Employee's And Supervisor's Responsibilities.

1. It is the duty of every employee to attempt to correct any faults in his/her performance when called to his/her attention and to make every effort to avoid conflict with the City's rules and regulations.
2. It is the duty of every supervisor to discuss improper or inadequate performance with the employee in order to correct the deficiencies and to avoid the need to exercise disciplinary action. Discipline shall be, whenever possible, of an increasingly progressive nature, the step of progression being:
  - a. ~~Warning~~ Verbal Warning,
  - b. ~~Demotion~~ Written Warning,
  - c. ~~Suspension~~ 2<sup>nd</sup> Written Warning and Leave without Pay,
  - d. ~~Removal~~ Dismissal.

Serious violations, as determined by the ~~Board of Aldermen~~ City Administrator and Mayor, shall be grounds for immediate dismissal.

- C. Grounds For Action. The following are declared to be grounds for ~~demotion, suspension, or removal~~ disciplinary action up to and including termination of any ~~permanent~~ employee:
1. Conviction of a felony or other crime involving moral turpitude;
  2. Acts of incompetency;

3. Absence without leave;
4. Acts of insubordination;
5. Intentional failure or refusal to carry out instructions;
6. Misappropriation, destruction, theft, or conversion of City property;
7. Refusal or neglect to pay just debts. Maintenance of effort to pay debts must be shown to clear employee of neglect charges;
- ~~8. Employee subsequently becomes physically or mentally unfit for the performance of his/her duties;~~
9. Acts of misconduct while on duty;
10. Willful disregard of orders;
11. Habitual tardiness and/or absenteeism;
12. Falsification of any information required by the City;
13. Failure to properly report accidents or personal injuries as soon as realistically possible;
14. Neglect or carelessness resulting in damage to City property or equipment;
15. Repeated convictions during employment on misdemeanor, ordinance violation and/or traffic charges;
- ~~16. Introduction, possession, or use on City property or in City equipment of intoxicating substances, or proceeding to or from work, or performing work for the City, under the influence of an intoxicating substance.~~

D. Employee Notice. A written notice should be given to each employee stating the reasons for the disciplinary action and the date it is to take effect. The notice should be given to the employee at the time such disciplinary action is taken and in any event not later than three (3) working days from date of the action. ~~No such notice is required to be given as a condition precedent or condition subsequent to discipline.~~

## **Section 2.**

This ordinance is subject to modification at any time by the Board of Aldermen.

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

## **Section 3.**

This Ordinance shall be in full force and effect from and after July 11, 2023.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND  
APPROVED BY THE MAYOR, THIS 11<sup>th</sup> DAY OF JULY 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

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

APPROVAL AS TO FORM:

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

## **BILL NO. 3550**

## **ORDINANCE NO. 3550**

AN ORDINANCE AMENDING ARTICLE I: MUNICIPAL EMPLOYMENT PROVISIONS TO ENSURE THE CITY'S CODES AND PERSONNEL POLICY ARE COMPLIMENTARY.

WHEREAS, WITH EXCEPTION OF THE "PAY FOR FAMILIES FIRST CORONAVIRUS RESPONSE ACT", THE MOST RECENT UPDATE TO THE PERSONNEL SECTIONS OF THE CITY'S CODES OCCURRED IN 2009;

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

### **Section 1.**

**Section 120.210 Grievance Policy**, of the Salem City Code shall be amended as follows;

The most effective accomplishment of the work of the City requires prompt consideration and equitable ~~adjustment~~ address of the employee grievances. It is the desire of the City to adjust the causes of grievances informally, and both supervisors and employees are expected to make every effort to resolve problems as they arise.

### **Section 2.**

This ordinance is subject to modification at any time by the Board of Aldermen.

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

### **Section 3.**

This Ordinance shall be in full force and effect from and after July 11, 2023.



PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND  
APPROVED BY THE MAYOR, THIS 11<sup>th</sup> DAY OF JULY 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

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

APPROVAL AS TO FORM:

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