

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

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

Pledge of Allegiance and Prayer.

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

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

Mayor Greg PARKER

Alderman Kyle WILLIAMS

Alderman Shawn BOLERJACK

Alderwoman Amanda DUNCAN

Alderwoman Kala SISCO

City Administrator Sally BURBRIDGE

City Clerk Tammy KOLLER

City Attorney James K. WEBER

Public Works Director Mark NASH

Chief of Police Joe CHASE

Other CITY STAFF if present

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

1. ITEM III: CONSENT AGENDA
2. SUBJECT: All matters listed under the Consent Agenda are considered to be routine by the Board and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
3. DISCUSSION:
 - (a) If no item is offered for discussion and removed from Consent Agenda, a motion and a second are required to accept the Consent Agenda.

CITY OF SALEM
CITY CLERK
400 N IRON ST
SALEM

MO 65560

MISSOURI DEPARTMENT OF REVENUE

03/14/23

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR
MONIES TOTALING \$ 18,520.86 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

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

MOTOR FUEL TAX	\$	13,044.80
MOTOR V SALES TAX	\$	4,029.83
MOTOR V FEE INCREASES	\$	1,446.23

FOR YOUR CREDIT AND USE ON 03/22/23.
IF YOU DO NOT RECEIVE YOUR DISTRIBUTION OR IF YOU HAVE QUESTIONS CONCERNING
THE AMOUNT OF YOUR DISTRIBUTION, PLEASE CONTACT THE MISSOURI DEPARTMENT
OF REVENUE AT (573) 751-2611.



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

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

Date: March 06, 2023

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2038087512

Distribution Month: February 2023

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

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

Deposit Date	03/07/2023
Tax Type Code	200
TaxType Name	CITY
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$127,820.78
Interest Distribution	\$0.00
Amount Deposited	\$127,820.78

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

Account History					
Period	2021	2022	2023	2022 Compared to 2021	2023 Compared to 2022
February 2023	\$114,187.13	\$120,254.63	\$127,820.78	\$6,067.50	\$7,566.15
Year-to-Date	\$212,298.87	\$234,543.85	\$255,980.18	\$22,244.98	\$21,436.33

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

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

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

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



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

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

Date: March 06, 2023

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2038088500

Distribution Month: February 2023

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

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

Deposit Date	03/07/2023
Tax Type Code	210
TaxType Name	CITY CAPITAL IMPROVEMENTS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$63,910.73
Interest Distribution	\$0.00
Amount Deposited	\$63,910.73

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

Account History					
Period	2021	2022	2023	2022 Compared to 2021	2023 Compared to 2022
February 2023	\$57,093.37	\$60,127.54	\$63,910.73	\$3,034.17	\$3,783.19
Year-to-Date	\$106,148.99	\$117,271.95	\$127,990.48	\$11,122.96	\$10,718.53

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

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

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

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

Date: March 06, 2023

SALES TAX DISTRIBUTION DEPOSIT NOTICE

0007-000



SALEM
CITY CLERK
400 N IRON ST
SALEM MO 65560-1429

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2038088890

Distribution Month: February 2023

Telephone: 573-751-4876
Fax: 573-522-1160
Email: localgov@dor.mo.gov

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

Deposit Date	03/07/2023
Tax Type Code	260
TaxType Name	CITY STORM WATER/LOCAL PARKS
Bank Name	BANK OF SALEM
Account Number (Last Four Digits)	0117
Tax Distribution	\$47,932.91
Interest Distribution	\$0.00
Amount Deposited	\$47,932.91

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

Account History					
Period	2021	2022	2023	2022 Compared to 2021	2023 Compared to 2022
February 2023	\$42,989.07	\$45,046.54	\$47,932.91	\$2,057.47	\$2,886.37
Year-to-Date	\$79,896.99	\$87,900.87	\$95,992.67	\$8,003.88	\$8,091.80

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

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

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

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

Staff Summary Report

MEETING DATE:	03/28/2023
AGENDA ITEM:	
AGENDA TITLE:	FINANCIAL UPDATE

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

PROJECT DESCRIPTION / FACTS

Financial update:

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

Utilities Usage & Revenues are through Feb 28, 2023:

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

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

The Treasurers Report shows data through Feb 28, 2023

PROCUREMENT

NA/

FISCAL IMPACTS

N/A

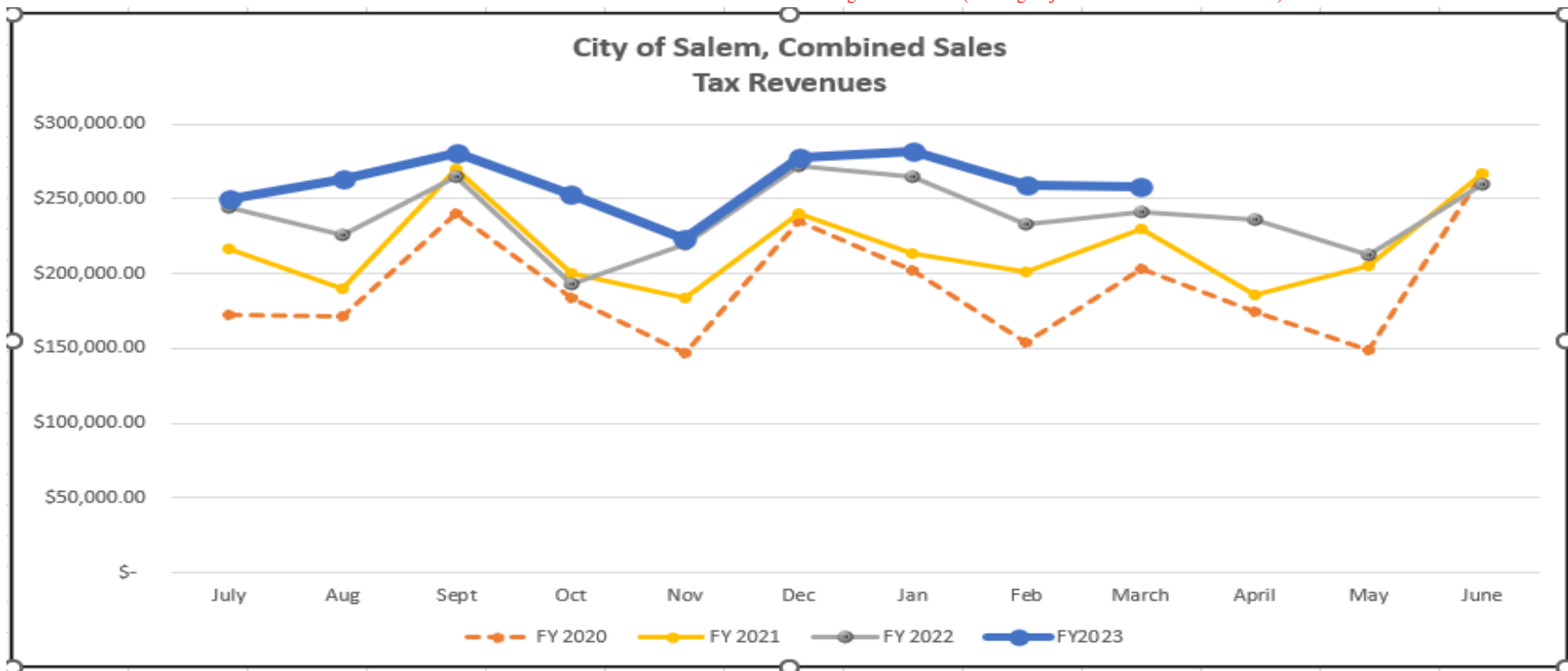
SUPPORT DOCUMENTS:	Sales Tax Collected through March 2023 / Utility Consumption & Revenues / Treasurers Report through Feb 28, 2023
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DEPARTMENT'S RECOMMENDED MOTION: N/A

SALES TAX REVENUE

	2019-2020	2020-2021	2021-2022	2022-2023	2022-2023
	Actuals	Actuals	Actuals	YTD	Budget
Gen'l Fund	\$ 1,125,240	\$ 1,310,248	\$ 1,413,487	\$ 1,156,490	\$ 1,252,600
July-March	\$ 829,603	\$ 955,405	\$ 1,065,661	\$ 1,156,490	
Parks & Rec	\$ 421,958	\$ 491,424	\$ 530,008	\$ 433,679	\$ 425,000
July-March	\$ 311,886	\$ 358,375	\$ 399,581	\$ 433,679	
Cap Imp	\$ 562,620	\$ 655,124	\$ 706,743	\$ 578,246	\$ 650,000
July-March	\$ 415,848	\$ 477,702	\$ 532,830	\$ 578,246	

**Through March 2023 (Pending Adjustments & Year End Transfers)



UTILITY USAGE & REVENUE

	2019-2020 ACTUAL	2020-2021 ACTUAL	2021-2022 ACTUAL	2021-2022 JUL-FEB	2022-2023 YTD ACTUAL	2022-2023 BUDGETED	Percent of Budget
Electric Consumption Sold	53,649,806	55,511,522	52,787,837	36,863,662	37,128,626		
Electric Sales Rev.	\$ 5,078,855	\$ 5,076,208	\$ 5,388,796	\$ 3,696,441	\$ 4,933,023	\$ 6,677,759	74%
Electric Revenue Collected	\$ 3,856,219	\$ 4,437,344	\$ 5,309,157		\$ 4,559,360		
Purchase of Power	\$ 3,101,409	\$ 3,636,738	\$ 4,135,284	\$ 2,377,237	\$ 3,225,362	\$ 4,321,372	75%
Water Consumption Sold	123,846,229	150,680,971	133,720,064	93,918,283	96,915,133		
Water Sales Rev.	\$ 787,185	\$ 950,933	\$ 839,084	\$ 600,380	\$ 632,607	\$ 768,908	82%
Water Revenues Collected	\$ 590,714	\$ 703,200	\$ 882,471		\$ 595,348		
Sewer Consumption Sold	113,213,897	136,779,028	121,145,016	84,670,280	83,189,358		
Sewer Sales Rev.	\$ 748,333	\$ 901,523	\$ 777,868	\$ 561,972	\$ 661,016	\$ 728,759	91%
Sewer Revenues Collected	\$ 564,188	\$ 662,644	\$ 832,558		\$ 595,369		

**Through Feb 28, 2023-as of 3/23/2023(Pending Year End Transfers & Adjustments)

GRAND TOTAL	5,321,804.89	10,088,649.43	8,231,033.93	694,168.00	694,168.00	7,179,420.39	369,163.50 (44,264.62)	6,765,992.27
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Staff Summary Report

MEETING DATE:	3-28-2023
AGENDA ITEM:	MODULES
AGENDA TITLE:	LORA MODULES

ACTION REQUESTED BY:	PUBLIC WORKS DIRECTOR
ACTION REQUESTED:	PURCHASE OF LORA MODULES FOR WATER METERS
SUMMARY BY:	MARK NASH

PROJECT DESCRIPTION / FACTS

THESE MODULES ARE USED WHERE OUR ELECTRIC METERS ARE NOT AVAILABLE. THEY COLLECT INFORMATION FROM THE WATER METERS AND TRANSFER IT THROUGH A WI-FI CONNECTION.

PROCUREMENT

THIS IS A PURCHASE AGREEMENT WITH NEXGRID FOR 40 LORA MODULES. THE AMOUNT IS \$5,593.60

FISCAL IMPACTS

THE LINE ITEM NUMBER IS 510-501-46100. THERE IS \$33,000 IN THIS LINE ITEM

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

DEPARTMENT'S RECOMMENDED MOTION: ASK THE BOARD TO ACCEPT BID AMOUNT FROM NEXGRID FOR THE AMOUNT \$5,593.60



Salem, MO

QUOTE

Quote # QSAL030823
SOW #
PO #
Erin Scalph


100 Industrial Dr
Fredericksburg, VA 22408
Toll Free: 1-833-NEXGRID

Date: March 8, 2023

Item	Part Number	Description	QTY	Unit Price	Extended Price
Water / Gas AMI					
	Water/Gas AMI Communication Module				
1	intelaMeter H2O - LoRa	intelaMeter Water Communication Module (Water Meter not included) - Nicor	40	\$139.84	\$5,593.60
Subtotal:					\$5,593.60
Final System Cost:					\$5,593.60

Terms

Customer is responsible for all shipping and receiving charges from POO Fredericksburg VA. Upon receipt of PO, Nexgrid will provide current lead times.
Finance terms: 50% due in advance, remaining balance due upon hardware delivery, net 30 with approved credit. Late payments will be assessed a late fee of one and one-half percent (1.5%) per month on outstanding balances. Service hours and customary expenses will be billed as incurred on a monthly basis.
All Nexgrid products include a 2 year limited warranty, all other hardware carries manufactures standard warranty.
The prices quoted above are applicable only to a firm, non-cancelable Purchase Order received within the Effective Period for the Products listed above.
Customer shall be responsible for all standard and customary travel related expenses and per diem.
Taxes, Import Fees, VAT and any other unknown government or transportation charge is the responsibility of the customer. Quotes are valid for 30 days.

Nexgrid

Signature

Erin Scalph
Name

3/8/2023
Date

Customer

Signature

Name

Date

End of Quotation

Staff Summary Report

MEETING DATE:	03/28/2023
AGENDA ITEM:	Item V
AGENDA TITLE:	Reading of Bills and Resolutions

ACTION REQUESTED BY:	Stacey Houston/ Sally Burbridge
ACTION REQUESTED:	Approve Wastewater Treatment Facility Improvements-TO# 15
SUMMARY BY:	Stacey Houston / Sally Burbridge

PROJECT DESCRIPTION / FACTS

Task Order No. 15 is an engineering contract between the City of Salem and CM Archer Group, P.C., dba Archer-Elgin.

The scope of WWTF improvements shall be divided into two separate phases. The improvement phases shall correspond to the improvements identified in the Facility Plan dated July 2022 that was submitted for Missouri ARPA funding. Phase 2A was approved for ARPA funding and Phase 2B will be funded by an alternative source to be determined.

Phase 2A shall include a new upgrade of the existing influent pump station, replacement of oxidation ditch aeration, chemical phosphorus removal equipment, wet weather UV disinfection and pump station, and new sludge drying bed.

Phase 2B shall include secondary clarifier mechanism replacement, tertiary filtration, laboratory building and miscellaneous improvements such as upgraded creek crossing at entrance.

	Phase 2A	Phase 2B
A - Design Phase	\$ 396,000.00	\$ 350,000.00
B – Bidding	\$ 25,000.00	\$ 25,000.00
C – Construction Phase Engineering	\$ 375,000.00	\$ 328,000.00
D – Operation & Maintenance Manuals	\$ 24,000.00	\$ 22,000.00
E – Drawings Conforming to Const Records	\$ 22,000.00	\$ 18,000.00
Total =	\$ 842,000.00	\$ 743,000.00

It should be noted that some items in the overall plan may be designated as “Alternates” to the overall scope for bidding purposes. However, it is important to have all items designed prior to soliciting construction bids so as to receive quality bids on the overall project.

Approval of this Task Order will allow Archer-Elgin to begin the final design work on the WWTP Improvements and keep the project on track to meet the grant funded portion’s time frame for completion and expenditure of the funds (DNR ARPA grant – December 2026)

PROCUREMENT

This is a Task Order addition to the pre-existing contract with Archer-Elgin for contracting services with the City of Salem.

FISCAL IMPACTS

Phase 2A engineering costs, \$842,000 will be part of our \$5 million Wastewater Infrastructure ARPA Grant. The engineering costs \$743,000 will be funded by an alternative source to be determined at a later date, subject to the outcome of the April 4, 2023 Sewer Bond Question.

SUPPORT DOCUMENTS:	TO 15: Salem Wastewater Treatment Facility Improvements Phase 2 Agreement
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DEPARTMENT’S RECOMMENDED MOTION: Approve TO# 15- Engineering Fees for ARPA Wastewater Infrastructure Improvements.

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN AND EXECUTE TASK ORDER NO. 15 PERTAINING TO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND C. M. ARCHER GROUP, P.C. DATED FEBRUARY 3, 2020, FOR ENGINEERING SERVICES RELATED TO THE WASTEWATER TREATMENT FACILITY IMPROVEMENTS-PHASE TWO.

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

Section 1.

That the Mayor is hereby authorized to sign and execute on behalf of the City of Salem, Missouri TASK ORDER NO. 15 pertaining to an Agreement by and between the City of Salem, Missouri (“Owner”) and C. M. Archer Group, P.C. (“Engineer”) dated February 3, 2020, and sign all documents related to this project for professional services related to the Wastewater Treatment Facility Improvements-Phase two (2).

Section 2.

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

Section 3.

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI,
AND APPROVED BY THE MAYOR THIS 28th DAY OF MARCH 2023.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVE AS TO FORM:

James Weber
City Attorney

City of Salem Missouri
Wastewater Treatment Facility Improvements – Phase 2

TASK ORDER NO. 15

This Task Order pertains to an Agreement by and between the City of Salem, Missouri, (“OWNER”), and CM Archer Group, P.C., dba Archer-Elgin (“ENGINEER”), dated February 3, 2020, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. Upon execution, this Agreement as it pertains to the project described below.

PROJECT NAME: Wastewater Treatment Facility Improvements – Phase 2

PART 1.0 PROJECT DESCRIPTION:

The scope of WWTF improvements shall be divided into two separate phases. The improvement phases shall correspond to the improvements identified in the Facility Plan dated July 2022 that was submitted for Missouri ARPA funding. Phase 2A was approved for ARPA funding and Phase 2B will be funded by an alternative source to be determined.

Phase 2A shall include a new upgrade of the existing influent pump station, replacement of oxidation ditch aeration, chemical phosphorus removal equipment, wet weather UV disinfection and pump station, and new sludge drying bed.

Phase 2B shall include secondary clarifier mechanism replacement, tertiary filtration, laboratory building and miscellaneous improvements such as upgraded creek crossing at entrance.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

A. DESIGN PHASE

Upon authorization to proceed by OWNER, the ENGINEER will prepare plans and specifications showing the general scope, extent, and character of the improvements listed above. In addition, ENGINEER will furnish Instructions to Bidders, Contract Documents, and other forms and items of information necessary for seeking competitive Bids. Contract forms and bonds shall be submitted to OWNER’s legal counsel for review.

The plans and specifications will be submitted to all required regulatory agencies for their approval and such alterations made as they may require. The plans and specifications will also be submitted to any other agency, which might be involved in the financing of the project. Five complete sets of bid

documents will be provided for OWNER'S use. Additional copies can be provided in accordance with the schedule of rates.

The design phase will be completed within 365 calendar days from the date of authorization to proceed by OWNER, subject to increases due to delays beyond ENGINEER's control.

The ENGINEER will advise OWNER of the design progress at least monthly, advising OWNER of any adjustments to the opinion of probable construction costs.

B. BIDDING PHASE SERVICES

ENGINEER shall perform Bidding Phase Engineering as follows:

Provide assistance in obtaining bids, answering questions, and preparing addendums during the bid letting, hold pre-bid meeting and site tour, open, review and tabulate bids, consult OWNER as to the acceptability of subcontractors proposed by the prime contractor(s), evaluation of bids and recommendation of award, and assembling and awarding contracts.

C. CONSTRUCTION PHASE

ENGINEER shall perform Construction Phase Engineering as follows:

1. Construction Administration – ENGINEER shall: Draft and issue Notice of Award and Notice to Proceed documents, hold pre-construction conference, review Contractor submittals and shop drawings, provide contract document interpretation and response to requests for clarification, provide assistance to OWNER for equipment and materials procurement, hold monthly progress meetings, review contractor's schedule and work progress, review monthly pay applications, assist with grant reimbursements, observe and record construction startup and testing, review Contractor closeout documents, review final operations and maintenance manuals, and draft and execute project change orders.
2. Construction Observation – ENGINEER shall: conduct construction observations at least once per week for the duration of the construction contract.

D. SURVEY, EASEMENTS, & ADDITIONAL CONSTRUCTION SERVICES

ENGINEER shall provide any topographic surveying necessary to perform the design services.

Drawings Conforming to Construction Records - This includes the preparation of final drawings conforming to construction records and providing two sets to the OWNER after completion of the project.

Preparation of operation and maintenance manuals

Construction Staking – ENGINEER shall provide one-time construction staking and layout of the proposed structures and alignments necessary for the Contractor to construct the improvements.

The ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBE's) are utilized when possible as sources of supplies, equipment, construction, and services as required by 2 CFR 200.321.

DELIVERABLES

1. Engineer Sealed Plans, Specifications, and Bidding Documents and all Change Orders for the above scope of improvements. (One stamped hard copy and one stamped electronic PDF copy are to be submitted to MDNR for approval)

Assumptions for this study include:

- This study will consider and build on the information presented in the applicable prior studies, construction documents, and reports.
- No geotechnical sampling, analyses, or studies will be conducted as part of this study. For costing purposes, all new structures will be assumed to require foundations similar in size and spacing to existing structures.
- No sample collection or lab analysis. If required, City will be responsible for sample collection and lab analysis.
- No flow monitoring is included in the scope of services and if required, will be provided as an additional scope and fee item.

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement.
- B. Provide all criteria and full information as to OWNER's requirements for the Project, including design and construction standards which OWNER will require to be included in the Drawings and Specifications.

- C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to the design or construction of the project.
- D. Arrange for access for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- E. OWNER agrees to indemnify, defend, and hold harmless ENGINEER and employees from and against all claims, losses, damages, cause of action, suits, liability, or every kind including all expenses of litigation, cost to cure, court costs, and attorney fees resulting from inaccurate or insufficient information, data, or instructions provided by the OWNER, employees, ENGINEER, or agents.

Owner shall furnish the following information:

- 1. Make available the data listed above.
- 2. Future growth projections from prior "planning" documents (confirm this is available).
- 3. Prior engineering reports, soils reports, and record drawings.
- 4. Equipment O&M manuals – we will review these at the WWTP and make copies as needed.

PART 4.0 PERIODS OF SERVICE:

Design to be complete and submitted to permitting authorities within 365 calendar days. Bidding Phase Services to be completed within 90 calendar days from authorization by OWNER. Construction Phase Services to be complete within 550 calendar days.

PART 5.0 PAYMENTS TO ENGINEER:

A. BASIC SERVICES

- 1. The OWNER shall compensate the ENGINEER for the tasks specified on a lump sum basis plus reimbursable expenses in the amounts and in the manner stated below:

	<u>Phase 2A</u>	<u>Phase 2B</u>
A - Design Phase	\$ 396,000.00	\$ 350,000.00
B – Bidding	\$ 25,000.00	\$ 25,000.00
C – Construction Phase Engineering	\$ 375,000.00	\$ 328,000.00
D – Operation & Maintenance Manuals	\$ 24,000.00	\$ 22,000.00
E – Drawings Conforming to Const Records	\$ 22,000.00	\$ 18,000.00
Total =	\$ 842,000.00	\$ 743,000.00

The above fees shall not be exceeded except by contract amendment.

C. PAYMENTS TO ENGINEER

Invoices will be submitted to OWNER by ENGINEER monthly based on a percent completion as determined by ENGINEER. Invoice will be due and payable upon receipt; the OWNER agrees to render all payments within thirty days of receipt of invoices. The OWNER shall make payment in accordance with section 8.960, RSMo.

PART 6.0 ADDITIONAL SERVICES:

In addition to the described basic services, the following services will be provided at additional cost, but **ONLY UPON PRIOR WRITTEN APPROVAL OF THE OWNER**.

- A. Specialized geotechnical, soils, hydraulic, or other additional engineering studies recommended by the ENGINEER.
- B. Preparation of environmental impact statements, Cultural Resource Assessments, or other documents not included under Basic Services.
- C. Services resulting from a significant change in the general scope, extent, or character of the Project or its design due to causes beyond ENGINEERS' control.
- D. Providing renderings or models for OWNER's use.
- E. Investigations and studies involving detailed consideration of operations, maintenance, and overhead expenses, providing value engineering during the course of design, or the preparation of rate schedules and appraisals, unless specifically included under Basic Services.
- F. Services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated under Basic Services.
- G. Providing property surveys, staking to enable Contractor(s) to proceed with their work, and other special field surveys, unless included under Basic Services.
- H. Preparation of operation and maintenance manuals unless included in Basic Services.
- I. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project.

J. Extra cost for contract administration and resident project representation performed beyond the construction contract completion date specified in the construction contract documents.

K. Additional services in connection with the Project not otherwise provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION as of this date indicated below.

This Agreement is executed this _____ day of _____, 2023

<u>City of Salem, Missouri</u>	<u>CM Archer Group, P.C.</u>
<u>"OWNER"</u>	<u>"ENGINEER"</u>
BY: _____	BY: _____
NAME: <u>Greg Parker</u>	NAME: <u>Jeff Medows, P.E.</u>
TITLE: <u>Mayor</u>	TITLE: <u>President</u>
ADDRESS: <u>400 N. Iron St.</u> <u>Salem, MO 65560</u>	ADDRESS: <u>310 E. 6th Street</u> <u>Rolla, MO 65401</u>

Staff Summary Report

MEETING DATE: 03/28/2023

AGENDA ITEM:

AGENDA TITLE:

ACTION REQUESTED BY: Stacey Houston/ Sally Burbridge

ACTION REQUESTED: Approve New Well & Elevated Storage Tank- TO# 16

SUMMARY BY: Stacey Houston / Sally Burbridge

PROJECT DESCRIPTION / FACTS

Task Order No. 16 is an engineering contract between the City of Salem and CM Archer Group, P.C., dba Archer-Elgin.

The project scope shall correspond to the improvements identified in the Engineering Report dated July 2022 that was submitted for Missouri ARPA funding. Generally, scope shall include a new drinking water well, elevated storage tank and distribution main to connect to the existing system near the Salem Memorial Hospital.

Engineering Fees to include:

A - Design Phase \$ 314,000.00

B – Bidding \$ 25,000.00

C – Construction Phase Engineering \$ 262,000.00

D – Operation & Maintenance Manuals \$ 15,000.00

E – Drawings Conforming to Const Records \$ 12,000.00

Total = \$ 628,000.00

PROCUREMENT

n/a

FISCAL IMPACTS

This will be part of our \$3.7 million Drinking Water Infrastructure ARPA grant the City has been awarded.

SUPPORT DOCUMENTS: TO 16 / Salem Drinking Water Infrastructure Improvement Agreement

DEPARTMENT'S RECOMMENDED MOTION: Approve TO# 16- Engineering Fees for ARPA Drinking Water Infrastructure Improvements.

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN AND EXECUTE TASK ORDER NO. 16 PERTAINING TO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND C. M. ARCHER GROUP, P.C. DATED FEBRUARY 3, 2020, FOR ENGINEERING SERVICES RELATED TO THE NEW WELL AND ELEVATED STORAGE TANK.

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

Section 1.

That the Mayor is hereby authorized to sign and execute on behalf of the City of Salem, Missouri TASK ORDER NO. 16 pertaining to an Agreement by and between the City of Salem, Missouri ("Owner") and C. M. Archer Group, P.C. ("Engineer") dated February 3, 2020, and sign all documents related to this project for professional services related to the New Well and Elevated Storage Tank.

Section 2.

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

Section 3.

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI,
AND APPROVED BY THE MAYOR THIS 28th DAY OF MARCH 2023.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVE AS TO FORM:

James Weber
City Attorney

City of Salem Missouri
New Well and Elevated Storage Tank
TASK ORDER NO. 16

This Task Order pertains to an Agreement by and between the City of Salem, Missouri, (“OWNER”), and CM Archer Group, P.C., dba Archer-Elgin (“ENGINEER”), dated February 3, 2020, (“the Agreement”). Engineer shall perform services on the project described below as provided herein and in the Agreement. Upon execution, this Agreement as it pertains to the project described below.

PROJECT NAME: New Well and Elevated Storage Tank

PART 1.0 PROJECT DESCRIPTION:

The project scope shall correspond to the improvements identified in the Engineering Report dated July 2022 that was submitted for Missouri ARPA funding. Generally, scope shall include a new drinking water well, elevated storage tank and distribution main to connect to the existing system near the Salem Memorial Hospital.

PART 2.0 SCOPE OF SERVICES TO BE PERFORMED BY ENGINEER ON THE PROJECT:

A. DESIGN PHASE

Upon authorization to proceed by OWNER, the ENGINEER will prepare plans and specifications showing the general scope, extent, and character of the improvements listed above. In addition, ENGINEER will furnish Instructions to Bidders, Contract Documents, and other forms and items of information necessary for seeking competitive Bids. Contract forms and bonds shall be submitted to OWNER’s legal counsel for review.

The plans and specifications will be submitted to all required regulatory agencies for their approval and such alterations made as they may require. The plans and specifications will also be submitted to any other agency, which might be involved in the financing of the project.

The design phase will be completed within 365 calendar days from the date of authorization to proceed by OWNER, subject to increases due to delays beyond ENGINEER’s control.

The ENGINEER will advise OWNER of the design progress at least monthly, advising OWNER of any adjustments to the opinion of probable construction costs.

B. BIDDING PHASE SERVICES

ENGINEER shall perform Bidding Phase Engineering as follows:

Provide assistance in obtaining bids, answering questions, and preparing addendums during the bid letting, hold pre-bid meeting and site tour, open, review and tabulate bids, consult OWNER as to the acceptability of subcontractors proposed by the prime contractor(s), evaluation of bids and recommendation of award, and assembling and awarding contracts.

C. CONSTRUCTION PHASE

ENGINEER shall perform Construction Phase Engineering as follows:

1. Construction Administration – ENGINEER shall: Draft and issue Notice of Award and Notice to Proceed documents, hold pre-construction conference, review Contractor submittals and shop drawings, provide contract document interpretation and response to requests for clarification, provide assistance to OWNER for equipment and materials procurement, hold monthly progress meetings, review contractor's schedule and work progress, review monthly pay applications, assist with grant reimbursements, observe and record construction startup and testing, review Contractor closeout documents, review final operations and maintenance manuals, and draft and execute project change orders.
2. Construction Observation – ENGINEER shall: conduct construction observations at least once per week for the duration of the construction contract.

D. SURVEY, EASEMENTS, & ADDITIONAL CONSTRUCTION SERVICES

ENGINEER shall provide any topographic surveying necessary to perform the design services.

Drawings Conforming to Construction Records - This includes the preparation of final drawings conforming to construction records and providing two sets to the OWNER after completion of the project.

Preparation of operation and maintenance manuals

The ENGINEER agrees to take steps to ensure that disadvantaged business enterprises (DBE's) are utilized when possible as sources of supplies, equipment, construction, and services as required by 2 CFR 200.321.

DELIVERABLES

1. Engineer Sealed Plans, Specifications, and Bidding Documents and all Change Orders for the above scope of improvements. (One stamped hard copy and one stamped electronic PDF copy are to be submitted to MDNR for approval)

PART 3.0 OWNER'S RESPONSIBILITIES:

OWNER shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this agreement.
- B. Provide all criteria and full information as to OWNER's requirements for the Project, including design and construction standards which OWNER will require to be included in the Drawings and Specifications.
- C. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to the design or construction of the project.
- D. Arrange for access for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- E. OWNER agrees to indemnify, defend, and hold harmless ENGINEER and employees from and against all claims, losses, damages, cause of action, suits, liability, or every kind including all expenses of litigation, cost to cure, court costs, and attorney fees resulting from inaccurate or insufficient information, data, or instructions provided by the OWNER, employees, ENGINEER, or agents.

PART 4.0 PERIODS OF SERVICE:

Design to be complete and submitted to permitting authorities within 365 calendar days. Bidding Phase Services to be completed within 90 calendar days. Construction Phase Services to be completed within 550 calendar days.

PART 5.0 PAYMENTS TO ENGINEER:

A. BASIC SERVICES

The OWNER shall compensate the ENGINEER for the tasks specified on a lump sum basis plus reimbursable expenses in the amounts and in the manner stated below:

A - Design Phase	\$ 314,000.00
B – Bidding	\$ 25,000.00
C – Construction Phase Engineering	\$ 262,000.00
D – Operation & Maintenance Manuals	\$ 15,000.00
E – Drawings Conforming to Const Records	<u>\$ 12,000.00</u>
Total =	\$ 628,000.00

The above fees shall not be exceeded except by contract amendment.

C. PAYMENTS TO ENGINEER

Invoices will be submitted to OWNER by ENGINEER monthly based on a percent completion as determined by ENGINEER. Invoice will be due and payable upon receipt; the OWNER agrees to render all payments within thirty days of receipt of invoices. The OWNER shall make payment in accordance with section 8.960, RSMo.

PART 6.0 ADDITIONAL SERVICES:

In addition to the described basic services, the following services will be provided at additional cost, but ONLY UPON PRIOR WRITTEN APPROVAL OF THE OWNER.

- A. Specialized geotechnical, soils, hydraulic, or other additional engineering studies recommended by the ENGINEER.
- B. Preparation of environmental impact statements, Cultural Resource Assessments, or other documents not included under Basic Services.
- C. Services resulting from a significant change in the general scope, extent, or character of the Project or its design due to causes beyond ENGINEERS' control.
- D. Providing renderings or models for OWNER's use.
- E. Investigations and studies involving detailed consideration of operations, maintenance, and overhead expenses, providing value engineering during the course of design, or the preparation of rate schedules and appraisals, unless specifically included under Basic Services.
- F. Services resulting from the award of more separate prime contracts for construction, materials, or equipment for the Project than are contemplated under Basic Services.

- G. Providing property surveys, staking to enable Contractor(s) to proceed with their work, and other special field surveys, unless included under Basic Services.
- H. Preparation of operation and maintenance manuals unless included in Basic Services.
- I. Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration, or other legal or administrative proceeding involving the Project.
- J. Extra cost for contract administration and resident project representation performed beyond the construction contract completion date specified in the construction contract documents.
- K. Additional services in connection with the Project not otherwise provided for in this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this AUTHORIZATION as of this date indicated below.

This Agreement is executed this _____ day of _____, 2023

<u>City of Salem, Missouri</u> "OWNER"	<u>CM Archer Group, P.C.</u> "ENGINEER"
BY: _____	BY: _____
NAME: <u>Greg Parker</u>	NAME: <u>Jeff Medows, P.E.</u>
TITLE: <u>Mayor</u>	TITLE: <u>President</u>
ADDRESS: <u>400 N. Iron St.</u> <u>Salem, MO 65560</u>	ADDRESS: <u>310 E. 6th Street</u> <u>Rolla, MO 65401</u>

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

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

BOARD OF ALDERMEN AGENDA
MARCH 21, 2023
6:00 P. M.

1. ITEM VII: CLOSED SESSION
2. SUBJECT:
3. DISCUSSION:

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.

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

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

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

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- (d) Board Adjourned.