



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
April 25, 2023

Call Meeting to Order

The regular season meeting of the Board of Alderman of the City of Salem, Missouri, was called to order by 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, Kala Sisco, Kyle Williams, and Amanda Duncan. Others in attendance were: City Administrator Sally Burbridge, City Clerk Tammy Koller, City Attorney James Weber, Chief of Police Joe Chase, Public Works Director Mark Nash, Finance Director Stacey Houston, Debbie Murray, Lisa French, Ben Johnson, and Sherry Lea.

Approve Agenda

Alderman Bolerjack moved to approve the agenda.

Seconded by Alderwoman Sisco.

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

Consent Agenda

April 11, 2023, Meeting Minutes

Mo Dept. of Rev. Capital Improvements March 2023 -\$60,211.09

Mo Dept. of Rev. Storm Water/Local Parks March 2023-\$45,148.27

Mo Dept. of Rev. City Tax March-\$120,421.92

Mo Dept. of Rev. C.A.R.T. Tax April 2023-\$19,549.95

Alderwoman Sisco moved to approve the Consent Agenda.

Seconded by Alderwoman Duncan.

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

Resolution 14-2023.

A Resolution authorizing the mayor to execute amendment #2 between the City of Salm, Missouri and the Department of Health and Senior Services for the purpose of sewer shed disease trend monitoring.

Alderman Bolerjack moved to approve Resolution No. 14-2023.
Seconded by Alderman Williams.
The vote was 4 Aye-Bolerjack, Williams, Sisco and Duncan. 0 Nay.
Resolution No. 14-2023 passed.

Financial Update

Finance Director Stacey Houston gave the financial report.

Lead Line Service Bid Approval

Alderman Williams moved to approve the bid from Archer-Elgin.
Seconded by Alderman Bolerjack.
The vote was 4 Aye-Williams, Bolerjack, Sisco and Duncan. 0 Nay. Motion carried.

Welcome Home Bid Approval-602 S. Warfel

Alderman Bolerjack moved to approve the bid from R. Conway Construction LLC and reject the bid from Mid Missouri Renovations.
Seconded by Alderman Williams.
The vote was 3 Aye-Bolerjack, Williams and Duncan. 1-Abstain-Sisco. 0 Nay. Motion carried.

Resolution No. 15-2023

A resolution authorizing the mayor to enter into an agreement between R. Conway Construction LLC., the City of Salem, Missouri and Troy Gish of property located at 602 South Warfel Street, Salem, Missouri.
Aldermen Williams moved to approve Resolution No. 15-2023.
Seconded by Alderman Bolerjack.
The vote was 3 Aye-Williams, Bolerjack and Duncan. 0 Nay. 1 Abstain-Sisco. Motion carried.

Welcome Home Bid Approval-1103 S. Oak

Alderman Bolerjack moved to approve the bid from 5 J's Landscaping and Handyman Service.
Seconded by Alderwoman Duncan.
The vote was 3-Aye-Bolerjack, Duncan and Williams. 0 Nay. 1 Abstain-Sisco. Motion carried.

Resolution No. 16-2023

A resolution authorizing the mayor to enter into an agreement between 5 J's Landscaping and Handyman Services, the City of Salem, Missouri, and David Griffith of property located at 1103 South Oak Street, Salem, Missouri.
Alderman Bolerjack moved to approve Resolution No. 16-2023.
Seconded by Alderman Williams.
The vote was 3 Aye-Bolerjack, Williams and Duncan. 0 Nay. 1 Abstain-Sisco.
Resolution No. 16-2023 passed.

Welcome Home Bid Approval-711 East Fourth

Alderman Williams moved to approve the bid from Martin Kulik/Mid Missouri Renovations and reject the bid from R. Conway Construction LLC.
Seconded by Alderman Bolerjack.

The vote was 3 Aye-Williams, Bolerjack and Duncan. 0 Nay. 1-Abstain. Motion carried.

Resolution No.17-2023

A resolution authorizing the mayor to enter into an agreement between Martin Kulik/Mid Missouri Renovations, the City of Salem, Missouri, and Donna Halbrook of property located at 711 East Fourth Street, Salem, Missouri.

Alderman Williams moved to approve Resolution No.17-2023

Seconded by Alderwoman Duncan.

The vote was 3 Aye-Williams, Duncan and Bolerjack. 0 Nay. 1 Abstain-Sisco. Motion carried.

Welcome Home Bid Approval-1004 East First

Alderman Bolerjack moved to approve the bid for R. Conway Construction LLC and reject bids from Mid Missouri Renovation and Jeff Kirker.

Seconded by Alderman Williams.

The vote was 4-Aye-Bolerjack, Williams and Duncan. 0 Nay. 1 Abstain. Motion carried.

Resolution No. 18-2023

A resolution authorizing the mayor to enter into an agreement between R. Conway Construction LLC., the city of Salem, Missouri, and Ronnie Steelman of property located at 1004 East First Street, Salem, Missouri.

Alderman Williams moved to approve Resolution No. 18-2023.

Seconded by Alderman Bolerjack.

The vote was 3 Aye-Williams, Bolerjack, and Duncan. 0 Nay. 1 Abstain. Motion carried.

Resolution No. 19-2023

A resolution authorizing the mayor to enter into an agreement between the City of Salem, Missouri and Union Electric Company d/b/a Ameren Missouri, a corporation of the State of Missouri.

Alderman Bolerjack moved to discuss Resolution No.-2023.

Seconded by Alderwoman Duncan.

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

Firetruck Bids

Alderwoman Sisco moved to approve the bid from Lonnie Lundy, Gary Hawrysko and Jon Mihalka for \$3,000.00.

Seconded by Alderwoman Duncan.

The vote was 4 Aye-Sisco, Duncan, Bolerjack and Williams.

Reports of City Officials, Boards and Committees

City Administrator Sally Burbridge had nothing to report.

Mayor Greg Parker reported the city-wide yard sales will be on May 6th with the city-wide clean-up from May 8th to May 12th and May 15th to May 19th.

Public Works Director Mark Nash stated the street department has been utilizing the street sweeper to clean up some of the streets. Have also been patching the areas where there have been dig outs.

Public Works Director Mark Nash stated the street department has been helping Bobby mow grass at the cemetery.

Public Works Director Mark Nash stated the street department has been laying asphalt in low places on the following streets, Franklin and Hickory, Hickory and Pershing, Pershing and Third, Pershing and Seventh, Pershing and Ninth, and Carty and Center.

Public Works Director Mark Nash stated they have repaired service at Grand and Third, and 704 South Warfel.

Public Works Director Mark Nash reported a fire hydrant that was leaking on South Washington Street has been fixed.

Public Works Director Mark Nash reported that they ran a camera down the storm drain on Fourth Street. A customer believes there is a grate on his property somewhere. They are in the process of trying to locate that for him.

Public Works Director Mark Nash reported they fixed leaks at 1204 Henderson, Hunt and Carty Streets, and 1405 South Washington.

Alderwoman Sisco thanked Parks and Recreation Director Melissa Dubois for her hard work keeping up with the soccer fields.

Alderwoman Sisco stated a Capital Improvements/Finance Committee Meeting will be May 1st at the Armory.

Alderwoman Sisco thanked Healthy Dent County for the Newly Wed Game Event and for allowing Dottie May Steelman to use the gym for the volleyball tournament.

Alderman Bolerjack had nothing to report.

Alderman Williams stated the Cosmopolitan Club is taking donations for the fireworks display. There are donation jars at Gypsy's Dream and Current River Kitchen. Donations may also be mailed to PO Box 11, Salem, Mo.

Alderwoman Duncan had nothing to report.

Closed Session

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.

Alderman Bolerjack moved to go into closed session for contracts.

Seconded by Alderwoman Sisco.

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

At 6:45 p.m. the Board went into Closed Session.

There was no action taken.

Adjournment

Mayor Greg Parker adjourned the meeting at 8:21 p.m.

Tammy Koller
City Koller

APPROVED:

Greg Parker
Mayor

ATTEST:

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.

<u>I. COURT INFORMATION</u>		Municipality: CITY OF SALEM		Reporting Period: Apr 1, 2023 - Apr 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:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		0	34	29	
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	1	3	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	0	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	
9. TOTAL CASE DISPOSITIONS		0	1	3	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		0	33	26	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		1	<u>IV. PARKING TICKETS</u>		
2. # Served/withdrawn during reporting period		3	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		48			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: CITY OF SALEM	Reporting Period: Apr 1, 2023 - Apr 30, 2023
--------------------------	-----------------------------	--

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$541.00	Law Enf Arrest-Local	\$65.00
Clerk Fee - Excess Revenue	\$0.00	Total Other Disbursements	\$65.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$789.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$541.00	Total Disbursements	\$789.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$159.50		
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	\$12.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$12.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$183.50		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: CITY OF SALEM		Reporting Period: Apr 1, 2023 - Apr 30, 2023	
Mailing Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560					
Physical Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560				County: Dent County	
Telephone Number: (573)7293931		Fax Number:			
Prepared by: KRISTI CRAIG		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		3	33	47	
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	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	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	
9. TOTAL CASE DISPOSITIONS		0	0	0	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		3	33	47	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>					
1. # Issued during reporting period		0	<u>IV. PARKING TICKETS</u>		
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

<u>COURT INFORMATION</u>	Municipality: CITY OF SALEM	Reporting Period: Apr 1, 2023 - Apr 30, 2023
---------------------------------	-----------------------------	--

V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$0.00	Law Enf Arrest-Muni B	\$821.50
Clerk Fee - Excess Revenue	\$0.00	Total Other Disbursements	\$821.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$825.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$0.00	Total Disbursements	\$825.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$2.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$2.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$4.00		

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 04/01/2023 00:00 to 04/30/2023 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		3	1:08	2:47	11:07	0.48
96 HOUR DETENTION ORDER		2	41:31	5:11	160:30	0.32
ABANDONED VEHICLE		4	0:39	1:28	3:51	0.64
ACCIDENT		12	1:07	2:47	13:47	1.93
ALARM	COMMERCIAL	10	0:42	3:04	4:33	1.61
ALARM	RESIDENTIAL	2	0:51	1:04	31:20	0.32
AMBULANCE CALL		19	0:54	1:16	23:07	3.06
ANIMAL CALL		50	6:51	2:33	13:38	8.05
AREA CHECK		13	2:00	1:04	6:08	2.09
ASSAULT/FIGHT	IN PROGRESS	2	0:50	0:42	19:44	0.32
ASSAULT/FIGHT	NOT IN PROGRESS	1	0:34	2:19	41:12	0.16
ASSIST OTHER AGENCY		13	2:10	1:05	27:01	2.09
BURGLARY	NOT IN PROGRESS	2	2:35	2:12	8:33	0.32
CALL FOR SERVICE		32	4:44	2:35	15:47	5.15
CHECK THE WELL BEING		21	8:47	3:26	27:18	3.38
CIVIL MATTER		4	60:03	1:36	12:50	0.64
COURT		1		0:00	76:36	0.16
COURTESY TRANSPORT		1		0:00	11:27	0.16
DISTURBANCE	PHYSICAL	3	1:12	1:14	16:16	0.48
DISTURBANCE	VERBAL	11	2:01	1:42	13:54	1.77
DOMESTIC	IN PROGRESS	11	2:23	1:46	17:20	1.77
DOMESTIC	NOT IN PROGRESS	6	2:14	1:56	57:38	0.97
ESCORT		13	24:40	7:02	24:14	2.09
FIRE CALL		2	1:13	0:00	9:45	0.32
FOLLOW UP INVESTIGATION		60	0:42	0:11	19:06	9.66
FOUND PROPERTY		7	34:36	2:24	2:48	1.13
FRAUD		2		0:00	19:59	0.32
HARASSMENT		4	2:34	3:58	10:27	0.64
HOTLINE CALL		2	0:59	6:02	36:50	0.32
INFORMATION		4	4:52			0.64
INTOXICATED DRIVER		2	1:04	1:05	25:40	0.32
INTOXICATED PEDESTRIAN		4	0:55	1:28	20:39	0.64
JUVENILE PROBLEM		4	3:07	7:26	21:52	0.64
LIFT ASSIST		3	1:01	2:12	22:16	0.48
LOST/STOLEN PROPERTY		1	2:34			0.16
MISC ADMIN DUTY		48	7:05	1:59	34:45	7.73
MISC HAZARD		4	4:54	4:20	1:03	0.64
MISSING PERSON		1		0:00	81:57	0.16
MOTORIST ASSIST		4	1:35	1:55	6:45	0.64

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 04/01/2023 00:00 to 04/30/2023 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
NUISANCE VIOLATION		6	0:35	0:00	11:17	0.97
OPEN DOOR		2	1:14	0:00	4:44	0.32
PANHANDLING		2	2:11	3:53	6:05	0.32
PAPER SERVICE		1	0:28	6:15	3:16	0.16
PARKING COMPLAINT		5	4:13	2:48	6:07	0.81
PEACE DISTURBANCE		1	2:04	4:57	0:50	0.16
PEDESTRIAN CHECK		3	1:18	0:01	4:07	0.48
POWER OUTAGE		4	1:20	26:45	29:48	0.64
PRISONER TRANSPORT		2	0:44	3:37	47:48	0.32
PROPERTY DAMAGE		6	2:08	3:49	18:04	0.97
PURSUIT	FOOT	1	2:07			0.16
SEX OFFENSE		3	1:25	1:00	21:13	0.48
SHOPLIFTER		2		0:00	10:58	0.32
STEALING	NOT IN PROGRESS	16	2:41	3:35	34:11	2.58
SUICIDAL PERSON		4	4:29	1:43	63:06	0.64
SUSPICIOUS CIRCUMSTANCES		17	1:24	2:00	12:11	2.74
SUSPICIOUS SUBJECT		19	1:03	1:25	16:15	3.06
SUSPICIOUS VEHICLE		11	2:56	0:42	10:19	1.77
TRAFFIC COMPLAINT		9	3:45	0:45	35:08	1.45
TRAFFIC STOP		85	1:28	0:00	7:28	13.69
TRESPASSING		2	0:59	3:01	12:14	0.32
UCR		1		0:00	0:04	0.16
WALK - IN		3	0:39	0:01	8:13	0.48
WALK THROUGH		9	0:58	0:00	30:43	1.45
WARRANT ATTEMPT		14	5:39	1:02	14:22	2.25
WATER SEWER PROBLEM		5	2:41			0.81

Total Incidents For Date Range **621**

Average Stacked Time **4:44** min : sec

Average Response Time **1:45** min : sec

Average On Scene Time **18:31** min : sec

CITY OF SALEM

REQUEST TO BE HEARD AT A CITY COUNCIL MEETING

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

Request filed by:

Name: DAVID LYTLE OF A LIGHT IN THE WOODS PROMOTIONS

Address: 576 PRIVATE LANE 601 LICKING, MO

Phone: 573-201-4939

Date of Council meeting that you request to be heard: _____

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

Mayor

City Administrator ;

City Clerk

Superintendent

Other (specify):

WHO EVER I NEED TO SPEAK TO ABOUT STREET
BLOCKED OFF AROUND COURTHOUSE SQUARE

What is your request: ASKING PERMISSION FOR STREET BLOCKAGE OF

COURTHOUSE SQUARE FOR ANNUAL SUMMERFEST MUSIC,
LOCAL VENDORS, FAMILY GAMES AND FUN. JUNE 17TH. EVENT
FROM 10:00 AM- 7PM. ALSO FOR OCTOBERFEST, OCTOBER
28TH SATURDAY ... SAME TIME. BLOCK OFF NIGHT BEFORE

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

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

Staff Summary Report

MEETING DATE:	May 9,2023
AGENDA ITEM:	#2 U.G. Primary Wire
AGENDA TITLE:	Wire for the new McDonalds

ACTION REQUESTED BY:	Public Works Director
ACTION REQUESTED:	Purchase #2 U.G. Wire
SUMMARY BY:	Mark Nash

PROJECT DESCRIPTION / FACTS

This wire will be used for the construction of the new McDonald's

PROCUREMENT

The City of Salem received (1) bid from Fletcher-Rinehardt for \$12,468.00

FISCAL IMPACTS

This purchase would come out of Equipment Maintenance Line item 501-501-46100. There is \$100,000.00 in this line item. The city will be reimbursed for this purchase.

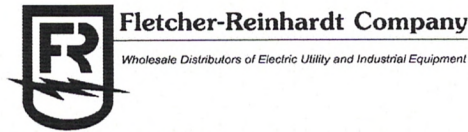
SUPPORT DOCUMENTS: [List all additional documents that accompany this summary]

DEPARTMENT'S RECOMMENDED MOTION: Ask the Board to give authorization to purchase #2 primary U.G. wire



Quotation

QUOTE DATE	QUOTE NUMBER
04/14/2023	S1296755
FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE COURT BRIDGETON, MO 63044 314-506-0700 Fax 314-506-0705	PAGE NO.
	1 of 1



FLETCHER-REINHARDT CO.
3105 CORPORATE EXCHANGE COURT
BRIDGETON, MO 63044
314-506-0700
Fax 314-506-0705

QUOTE TO:
SALEM ELECTRIC DEPT
400 NORTH IRON
SALEM, MO 65560

SHIP TO:
SALEM, CITY OF
WAREHOUSE - ELECTRICAL
1201 S. WINES STREET
SALEM, MO 65560

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
4368	Primary Cable Quote #2 EPR 15k		Josh McGill	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
Bryan Kennedy	F-R WEDNESDAY-1	Net 30 Days	04/23/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	COMMENTS
	SHIPPING INSTRUCTIONS ***QUOTE GOOD THROUGH 4/21*** **PLUS FREIGHT FROM LITTLE ROCK, AR ON EPR AND LAS VEGAS ON TRXLP**			
1296ft	#2 STR AL 15KV 220MIL EPR PRIMARY URD, 10#14 FJCN, LLDPE JKT (2-0115KVE220MALJKT) *DS* 1 X 584 Reel(s) 1 X 428 Reel(s) 1 X 284 Reel(s)		4.500/ft	FACT STK-
1106ft	2-0115KVX220MALJKT CONDUCTOR, PRIMARY UD, #2 AWG STR AL 15KV 220MIL TR-XLP, FULL CONCENTRIC NEUTRAL (10#14 SOL CU), LLDPE JKT, JCN *DS* 1 X 1,106 Reel		6.000/ft	FACT STK-

TERMS: NET 30 DAYS with payment via Check or ACH.
F.O.B. Point of Shipment, Freight Allowed unless otherwise stated.
This Quotation, including prices & lead-time, is subject to change in
the event of delays and adverse impacts that may be caused by forces
beyond Fletcher-Reinhardt Company's (FR) control. FR's Standard
Terms and Conditions of Sale dated January 1, 2000 apply to any
purchase from FR.
We appreciate your business.

Subtotal	12468.00
S&H Charges	0.00
Tax	0.00
Amount Due	12468.00

Staff Summary Report

MEETING DATE:	May 9,2023
AGENDA ITEM:	Brass Fittings
AGENDA TITLE:	Brass fittings for water lines

ACTION REQUESTED BY:	Public Works Director
ACTION REQUESTED:	Purchase brass fittings
SUMMARY BY:	Mark Nash

PROJECT DESCRIPTION / FACTS

Used for water line breaks

PROCUREMENT

The City of Salem asked for bids from four companies. Bid (1) Core& Main 16,850.52. Bid (2) Schulte Supply \$17,428.47. IMCO and Waterworks Specialties did not submit a bid.

FISCAL IMPACTS

This purchase would come of Equipment Maintenance Line item 510-501-46100. There is \$50,000 in this line item

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

DEPARTMENT'S RECOMMENDED MOTION: Ask the Board to give authorization to purchase of the Brass Fittings from Core & Main for \$16,850.52



Salem MO Bid proposal for Brass Fittings

Four distributors were sent requests for bids.

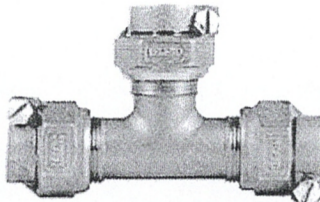
Core & Main \$16,850.52

Schulte Supply \$17,428.47

I.M.C.O. No Bid

Waterworks Specialties No Bid

We suggest a bid from Core& Main.



Staff Summary Report

MEETING DATE:	May 9, 2023
AGENDA ITEM:	LED LIGHTING
AGENDA TITLE:	STREET LIGHTS

ACTION REQUESTED BY:	Public Works Director
ACTION REQUESTED:	Purchase street lights
SUMMARY BY:	Mark Nash

PROJECT DESCRIPTION / FACTS

As the street lights are going bad we are replacing them with LED lights

PROCUREMENT

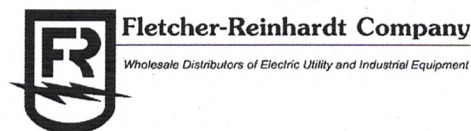
The City of Salem received one bid for street lighting. Fletcher-Reinhardt Company submitted a bid for 30 lights at a cost of \$5,439.90

FISCAL IMPACTS

This purchase would come out of line-item 501-501-46200 lighting maintenance which has \$1650.00 and the remainder of the cost is \$3,789.90 which would come out of equipment maintenance which still has \$60,000.00

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

DEPARTMENT'S RECOMMENDED MOTION: Ask the Board to give authorization to purchase of the LED lights from Fletcher-Rinehardt for \$5,439.90



Fletcher-Reinhardt Company

Wholesale Distributors of Electric Utility and Industrial Equipment

FLETCHER-REINHARDT CO.
3105 CORPORATE EXCHANGE COURT
BRIDGETON, MO 63044
314-506-0700
Fax 314-506-0705



Quotation

QUOTE DATE	QUOTE NUMBER
04/12/2023	S1298070
FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE COURT BRIDGETON, MO 63044 314-506-0700 Fax 314-506-0705	PAGE NO. 1 of 1

QUOTE TO:
SALEM ELECTRIC DEPT
400 NORTH IRON
SALEM, MO 65560

SHIP TO:
SALEM, CITY OF
WAREHOUSE - ELECTRICAL
1201 S. WINES STREET
SALEM, MO 65560

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
4368	josh- lights		Josh McGill		
WRITER		SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
Bryan Kennedy		F-R WEDNESDAY-1	Net 30 Days	05/12/2023	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	COMMENTS	
30ea	WLTD MVOLT D54KUAMPTBPW5P7 WATCH LIGHT, 8000 LUMEN, 120V-277V, R5 DISTRIBUTION, 4000K TEMP, UNFINISHED ALUM, 10kV/5kA SURGE PROTECTION, 5FT 14AWG PREWIRE, REFRACTOR, 72W, 7 PIN PCR		181.330/ea	4-5 WEEKS	

TERMS: NET 30 DAYS with payment via Check or ACH.
F.O.B. Point of Shipment, Freight Allowed unless otherwise stated.
This Quotation, including prices & lead-time, is subject to change in
the event of delays and adverse impacts that may be caused by forces
beyond Fletcher-Reinhardt Company's (FR) control. FR's Standard
Terms and Conditions of Sale dated January 1, 2000 apply to any
purchase from FR.
We appreciate your business.

Subtotal	5439.90
S&H Charges	0.00
Tax	0.00
Amount Due	5439.90

Staff Summary Report

MEETING DATE:	May 9,2023
AGENDA ITEM:	1/0 O.H. secondary wire
AGENDA TITLE:	Wire used for electric upgrades and new services

ACTION REQUESTED BY:	Public Works Director
ACTION REQUESTED:	1/0 wire
SUMMARY BY:	Mark Nash

PROJECT DESCRIPTION / FACTS

This wire is used when services are to be upgraded or when new service is being built.

PROCUREMENT

The City of Salem received (1) bid from Fletcher-Rinehardt for \$6072.00

FISCAL IMPACTS

This purchase would come of Equipment Maintenance Line item 501-501-46100. There is \$100,000.00 in this line item

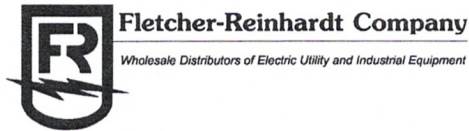
SUPPORT DOCUMENTS: [List all additional documents that accompany this summary]

DEPARTMENT'S RECOMMENDED MOTION: Ask the Board to give authorization to purchase 1/0 O.H. secondary wire from Fletcher-Rinehardt for \$6072.00



Quotation

QUOTE DATE	QUOTE NUMBER
04/17/2023	S1298372
FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE COURT BRIDGETON, MO 63044 314-506-0700 Fax 314-506-0705	
PAGE NO. 1 of 1	



FLETCHER-REINHARDT CO.
3105 CORPORATE EXCHANGE COURT
BRIDGETON, MO 63044
314-506-0700
Fax 314-506-0705

QUOTE TO:
SALEM ELECTRIC DEPT
400 NORTH IRON
SALEM, MO 65560

SHIP TO:
SALEM, CITY OF
WAREHOUSE - ELECTRICAL
1201 S. WINES STREET
SALEM, MO 65560

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER		SALESPERSON	
4368	1/0 neratina			Josh McGill	
WRITER		SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
Bryan Kennedy		F-R WEDNESDAY-1	Net 30 Days	05/17/2023	Yes
ORDER QTY	DESCRIPTION			UNIT PRICE	COMMENTS
2400ft	NERITINA/XLP-R TRIPLEX, 1/0, OHD, SECONDARY, 1/0-1/0 WITH 1/0(6/1) BARE NEUTRAL, 1200' NR REEL Southwire # 10485101			2.530/ft	FR STOCK
<p>TERMS: NET 30 DAYS with payment via Check or ACH. F.O.B. Point of Shipment, Freight Allowed unless otherwise stated. This Quotation, including prices & lead-time, is subject to change in the event of delays and adverse impacts that may be caused by forces beyond Fletcher-Reinhardt Company's (FR) control. FR's Standard Terms and Conditions of Sale dated January 1, 2000 apply to any purchase from FR. We appreciate your business.</p>				Subtotal	6072.00
				S&H Charges	0.00
				Tax	0.00
				Amount Due	6072.00

Staff Summary Report

MEETING DATE: 05/09/2023

AGENDA ITEM:

AGENDA TITLE:

ACTION REQUESTED BY: Stacey Houston

ACTION REQUESTED: Approve Mayor Parker to sign the attached Financial Assistance Agreement and the General Terms and Conditions documents

SUMMARY BY: Stacey Houston

PROJECT DESCRIPTION / FACTS

The City received a \$5 million grant towards our WWTP phase 2 project. DNR has approved the Engineering portion of the contract and we have submitted all the required forms. We have been granted a partial amount of our grant award; this partial grant award is for the value of the engineering contract. Once the Financial Assistance Agreement and the General Terms and Conditions documents are signed by the mayor and DNR then the City will be able to submit expense reimbursement requests for the engineering expenses.

Once the bidding process is complete, the partial award will be amended to include funds for the construction costs.

PROCUREMENT

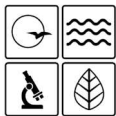
FISCAL IMPACTS

The partial grant award amount is \$1,262,500 to go towards approved engineering costs. The City's 1% match will be \$12,500.

\$50,000 was budgeted in this fiscal year to cover our 1% match of the grant.
(GL# 521-501-70300)

SUPPORT DOCUMENTS: Financial Assistance Agreement and the General Terms & Conditions document.

DEPARTMENT'S RECOMMENDED MOTION: Approve Mayor Parker to sign the attached Financial Assistance Agreement and the General Terms and Conditions documents.



MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

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

RECIPIENT INFORMATION

RECIPIENT NAME City of Salem		RECIPIENT TELEPHONE NUMBER WITH AREA CODE (573) 729 5211	
ADDRESS 400 North Iron Street		CITY Salem	STATE MO
ZIP CODE 65560			
UNIQUE ENTITY ID K7HGN8717	AWARD NUMBER 6F009797B8F0	BUDGET PERIOD 5-01-2023 to 4-30-2025	PROJECT PERIOD 5-01-2023 to 4-30-2025
RECIPIENT PROJECT MANAGER NAME Stacey Houston		RECIPIENT PROJECT EMAIL ADDRESS finance@salem-mo.com	PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 729 5211

PROJECT INFORMATIONRECIPIENT PROJECT TITLE AND PROJECT DESCRIPTION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))

Wastewater Improvements Project - Partial Award
Improvements to Wet Weather Treatment including Disinfection, new sludge drying bed, Influent Pump Station, Chemical Phosphorus facilities and Oxidation Aeration Equipment.

TYPE OF ASSISTANCE New Award <input checked="" type="checkbox"/> Amendment <input type="checkbox"/>	SOURCE OF FUNDING Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other <input type="checkbox"/>	CFDA NUMBER 21.027	CFDA NAME Coronavirus State and Local Fiscal Recovery Funds
STATE PROJECT MANAGER NAME Maria Dorsey		STATE PROJECT MANAGER TELEPHONE NUMBER WITH AREA CODE (573) 522- 2395	INDIRECT COST RATE FOR RECIPIENT 0%
RESEARCH AND DEVELOPMENT YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	RESEARCH AND DEVELOPMENT COMMENTS IF NEEDED		

PROJECT FUNDING	Original Amount	Original Percentage	Amended Amount	Amended Percentage	Total Amount	Total Percentage
Federal Award:	\$ 1,262,500.00	99 %	\$ 0.00	0 %	\$ 1,262,500.00	99 %
State/Other Award:	\$ 0.00	0 %	\$ 0.00	0 %	\$ 0.00	0 %
Recipient Match:	\$ 12,500.00	1 %	\$ 0.00	0 %	\$ 12,500.00	1 %
Total Award:	\$ 1,275,000.00	100 %	\$ 0.00	0 %	\$ 1,275,000.00	100 %

AGREEMENT ADMINISTRATION

THE ATTACHMENTS IDENTIFIED BELOW ARE INCORPORATED BY REFERENCE AS THOUGH FULLY RESTATED HEREIN. THE RECIPIENT AGREES TO ADMINISTER THIS AGREEMENT IN ACCORDANCE WITH ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS INCLUDING, BUT NOT LIMITED TO:

APPLICABLE PROGRAM GUIDELINES *See Federal Award Information Section		APPLICATION NUMBER 6F009797B8F0	RECIPIENT APPLICATION, AS NEGOTIATED, DATED 7/14/2022		
BUDGET PLAN Attachment #	DETAILED SCOPE OF WORK Attachment #	SPECIAL CONDITIONS Attachment # 2	GENERAL TERMS AND CONDITIONS Attachment # 1	SUSPENSION/DEBARMENT Attachment #	PUBLIC LAW Attachment #
PUBLICATIONS Attachment #	EPA MBE/WBE UTILIZATION Attachment #	CERTIFICATE REGARDING LOBBYING Attachment #	INVOICE Attachment #	ADDITIONAL ATTACHMENTS Attachment # 3 Attachment # 4	

AMENDMENT INFORMATIONAMENDMENT ID AMENDMENT DESCRIPTION ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))**FEDERAL AWARD INFORMATION** ([ATTACH ADDITIONAL PAGES AS NECESSARY](#))

FEDERAL AWARD PROJECT TITLE AND DESCRIPTION

U.S. Department of Treasury, Coronavirus State Fiscal Recovery Fund

***Section 603(b) of the Social Security Act as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021) and implementing regulations and guidance.**

FEDERAL AWARING AGENCY United States Department of Treasury		FEDERAL AWARD ID NUMBER 073134579	PASS THROUGH ENTITY NAME MoDNR, and State of Missouri, Office of Administration
FEDERAL FUNDING YEAR 2022	FEDERAL AWARD DATE 07/28/2021	TOTAL AMOUNT OF FEDERAL AWARD \$ 2,685,296,130.80	INDIRECT COST RATE FOR MoDNR 0 %
HAVE YOU OR AN IMMEDIATE FAMILY MEMBER EVER SERVED IN THE U.S. ARMED FORCES? YES <input type="checkbox"/> NO <input type="checkbox"/> *This question is optional.			
IF YES, WOULD YOU LIKE INFORMATION ABOUT MILITARY-RELATED SERVICES IN MISSOURI? YES <input type="checkbox"/> NO <input type="checkbox"/> *This question is optional.			

APPROVAL		
I am at least 18 years old, and certify I am duly authorized to accept this award for recipient using electronic signature. The recipient understands and agrees it is a condition precedent to receive reimbursement that recipient comply with and is not in breach or default of all terms and conditions of this award stated above and attached hereto, and that no request for reimbursement will be processed unless it is presented in proper form.		
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED)	SIGNATURE	DATE
Greg Parker Mayor		
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED)	SIGNATURE	DATE
Jennifer Eddy		

780-2664 (2-23)

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

- Recipient Name – Must match the registered name in the System for Award Management (SAM). If the recipient is not yet registered in SAM, then they should be provided with information on how to register (<http://www.sam.gov>).
- Unique Identifier – Must match the unique identifier number in SAM. Currently it is the recipient's Data Universal Numbering System (DUNS) number which the recipient must have prior to the award. DUNS numbers may be obtained without charge at <http://fedgov.dnb.com/webform>.

Project Information: complete all fields

- CFDA Number – The Catalog of Federal Domestic Assistance (CFDA) number is found on the Notice of Award.
- CDFA Name – Is found on the Notice of Award.
- Research and Development Comments – Complete field if checking "Yes" in the Research and Development field.
- Project Funding – The Original Amount, Original Percent, Total Amount and Total Percentage fields must be completed. If the original agreement amount is being amended, the Amended Amount and Amended Percentage fields must also be completed.

Agreement Administration: complete all applicable fields.

Attachments included in the agreement packet should all be identified in this section.

Amendment Information: complete all fields if amending the agreement

- Amendment ID – Enter the amendment number (i.e., enter "1" if it is the first amendment, enter "2" if it is the second amendment, etc.).
- Amendment Description – Summarize what is being amended. Example: Original agreement amount is being increased by \$500,000 and the Budget Period and Project Periods are being extended six months.

Federal Award Information: Complete all fields if using federal funds for any part of the award. If the award is being funded by multiple federal grants, information on each grant must be included as an attachment.

- Federal Award Project Title and Description – Refer to the Notice of Award from the federal agency.
- Federal Awarding Agency – Designate from which federal agency MoDNR received pass through funds.
- Federal Award ID Number – Refer to the Notice of Award.
- Pass Through Entity Name – Enter information in this format: *Division, Program*.
- Federal Funding Year – Federal year the funding is provided.
- Federal Award Date – Date the federal award is signed by the authorized official of the Federal awarding agency. Refer to the Notice of Award.
- Total Amount of Federal Award – Enter the total amount awarded by the federal agency to include any amended amounts. Refer to the Notice of Award.
- Indirect Cost Rate for MoDNR – Current MoDNR rates can be found at <http://n-nr1ntra.ads.state.mo.us/das/rates-current.htm>.

Approval: complete fields below

- Department of Natural Resources Director Or Designee – Enter the name of the MoDNR director.
- Recipient Organization Authorized Official Name and Title – Enter the name and title of the person who will be signing on behalf of the recipient organization, if known.

TERMS AND CONDITIONS FOR GRANTEE
RECEIPT OF FEDERAL ARPA SFRF FUNDS

I. Use of Funds: City of Salem Missouri (“Grantee”) understands and agrees that the funds disbursed under this grant may only be used in compliance with section 602(c) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26, and the U.S. Department of the Treasury (“Treasury”)’s regulations implementing that section and guidance, and in compliance with all other restrictions and specifications on use set forth in or applicable through this agreement. Grantee will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

Period of Performance: The period of performance for this award begins on the date hereof and ends on [4-30-2025]. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than [4-30-2025].

Reporting: Grantee agrees to comply with any reporting obligations established by Treasury or the State of Missouri (“State”), as it relates to this grant. Those reporting obligations shall include, without limitation, the following: reporting that is necessary for the State to comply with the Treasury’s Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.¹

Maintenance of and Access to Records: Grantee shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds. Grantee shall also maintain records and financial documents: 1. sufficient for the State, with respect to Grantee’s participation in this grant agreement, to evidence compliance with section 602(c) of the Act and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds; and 2. necessary for the State, with respect to Grantee’s participation in this grant agreement, to comply with obligations under 2 C.F.R. Part 200 and any other applicable law. For subrecipients, Grantee shall further maintain all records and financial documents necessary for: 1. Grantee to comply with obligations as a subrecipient under 2 C.F.R. Part 200; and 2. the State to comply with obligations as a pass-through entity under 2 C.F.R. Part 200. The Treasury Office of Inspector General, the Government Accountability Office, their authorized representatives, the State, or its authorized representatives, shall have the right of access to records and documents (electronic and otherwise) of Grantee in order to conduct audits or other investigations or reviews.²

¹ For subrecipients, in the case of an additional reporting requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

² For subrecipients, the State’s right of access in this paragraph includes, but is not limited to, the right set forth at 2 C.F.R. § 200.332(a)(5) that “the pass-through entity and auditors [shall] have

Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or returned to the State, whichever is later. Wherever practicable, records should be collected, transmitted, and stored in open and machine-readable formats. Grantee's obligations under this section shall include, without limitation, maintenance of the following specified types of records and financial documents: documents that are necessary for the State to comply with the Treasury's Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds, Version: 2, dated April 1, 2022 and any later versions of that publication.³

Pre-award Costs: Pre-award costs, as defined at 2 C.F.R. § 200.458, may not be paid with funding from this grant.

Conflicts of Interest: For subrecipients only, Grantee understands and agrees that it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this grant. Grantee must disclose in writing to Treasury or the State, as appropriate, any potential conflict of interest affecting the granted funds in accordance with 2 C.F.R. § 200.112.

Compliance with Applicable Law and Regulations: Grantee agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, guidance issued by Treasury regarding the foregoing, and all other restrictions and specifications set forth in or applicable through this agreement. Grantee also agrees to comply with all other applicable state and federal statutes, regulations, and executive orders, and Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this grant.

Federal regulations applicable to this grant include, without limitation, the following:

i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F – Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;

ii. For subrecipients only, Universal Identifier and System for Award Management ("SAM"), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;

iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of this part."

³ For subrecipients, in the case of an additional record-keeping requirement imposed by the State under 2 C.F.R. § 200.332(a)(3), this agreement shall be amended.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;

vi. For subrecipients only, Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;

vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and

ix. Generally applicable federal environmental laws and regulations.

Federal statutes and regulations prohibiting discrimination applicable to this grant include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Remedial Actions: The State reserves the right to impose additional conditions or requirements on Grantee's receipt of this grant, as the State deems necessary or advisable, in order

to facilitate compliance with any existing or additional conditions or requirements imposed upon the State by Treasury for the State's receipt of ARPA funds. The State also reserves the right to seek recoupment or repayment of this grant in whole or in part, in the event that Treasury seeks recoupment or repayment of payments made to the State, for reasons relating to Grantee's acts or omissions respecting this grant. These reservations are expressed without limitation to any other rights the State may hold, either to impose additional conditions or requirements on Grantee's receipt of this grant or to recoup this grant in whole or in part, under this agreement or other applicable law.

Hatch Act: Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

False Statements: Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

Publications: Any publications produced with funds from this grant must display the following language: "This product [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Missouri by the U.S. Department of the Treasury."

Debts Owed State and Federal Government: Any funds paid to Grantee (1) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of this grant; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Grantee shall constitute a debt owed by the State to the federal government. In such instance, the funds constituting the State's debt to the federal government shall also constitute Grantee's debt to the State. Debts owed by Grantee to the State must be paid promptly by Grantee. A debt owed the State by Grantee under this agreement is delinquent if it has not been paid by the date specified in the State's initial demand for payment, unless other satisfactory arrangements have been made or if Grantee knowingly or improperly retains funds that are a debt as defined in this paragraph. The State will take any actions available to it to collect such a debt, including but not limited to actions available to it under the "Remedial Actions" paragraph found in this same section (I) above. The rights of the State as expressed in this paragraph are in addition to, and do not imply the exclusion of, any other rights the State may have under applicable law to collect a debt or seek damages from Grantee.

Disclaimer: In its award of federal financial assistance to the State, Treasury provides that the United States expressly disclaims any and all responsibility or liability to the State or third persons for the actions of the State or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract or subcontract under this award. Furthermore, in its award of federal financial assistance to the State, Treasury

also states that the acceptance of this award by the State does not in any way establish an agency relationship between the United States and the State. This disclaimer applies with equal force to this grant.

Protections for Whistleblowers: For grants to subrecipients exceeding \$250,000: In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the statement above includes the following:

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;
- vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

Increasing Seat Belt Use in the United States: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving: Pursuant to federal Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the State hereby encourages Grantee to adopt and enforce policies that ban text messaging while driving.⁴

II. By entering into this agreement, Grantee ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation,

⁴ Section I is based on requirements set forth in Treasury's Coronavirus State Fiscal Recovery Fund Award Terms and Conditions document, executed by the State on July 26, 2021.

denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Treasury Title VI regulations at 31 C.F.R. Part 22 and other pertinent executive orders such as federal Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

Grantee acknowledges that federal Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English Proficiency (“LEP”). Grantee understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and Treasury’s implementing regulations. Accordingly, Grantee shall initiate reasonable steps, or comply with Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Grantee understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in Grantee’s programs, services, and activities.

Grantee agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services, and activities. As a resource, Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

Grantee acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Grantee and Grantee’s successors, transferees, and assignees for the period in which such assistance is provided.

Grantee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury’s Title VI regulations, 31 C.F.R. Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations 31 C.F.R. Part 22, and herein incorporated by reference and made a part of this agreement.

Grantee shall cooperate in any enforcement or compliance review activities by Treasury or the State of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, Grantee shall comply with information requests, on-site compliance review, and reporting requirements.

Grantee shall maintain and provide to applicants, beneficiaries, their representatives, or any other party requesting the same, information on how to file a Title VI complaint of discrimination with the State of Missouri.

Grantee shall provide to the State documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between Grantee and the administrative agency that makes any such finding. If Grantee settles a case or matter alleging such discrimination, Grantee must provide to the State documentation of the settlement. If Grantee has not been the subject of any court or administrative agency finding of discrimination, Grantee shall so state.

The United States of America has the right to seek judicial enforcement of the terms of this assurances section and nothing in this section alters or limits the federal enforcement measures that the United States may take in order to address violations of this section or applicable federal law.

Under penalty of perjury, the undersigned certifies that he/she has read and understood this section's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that Grantee is in compliance with the aforementioned nondiscrimination requirements.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.⁵

Date:

Signature of Grantee's Authorized Representative

Printed Name of Authorized Representative

*******THE SECTIONS BELOW APPLY ONLY TO SUBRECIPIENTS*******

III. This grant to City of Salem Missouri ("Grantee") constitutes a subaward⁶ of federal financial assistance⁷ provided to the State of Missouri ("State") by the U.S. Department of Treasury.

⁵ Section II is based on requirements set forth in Treasury's Assurance of Compliance with Civil Rights Requirements document, executed by the State on July 26, 2021.

⁶ "Subaward" is defined at 2 C.F.R. § 200.1.

⁷ "Federal financial assistance" is defined at 2 C.F.R. § 200.1.

the Treasury (“Treasury”) pursuant to Section 602(b) of the Social Security Act (“Act”), as added by Section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223–26. Grantee is a subrecipient⁸ and the State is a pass-through entity⁹ for purposes of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Part 200. The following is provided to Grantee pursuant to 2 C.F.R. § 200.332(a)(1):

- Subrecipient name (which must match the name associated with its unique entity identifier): City of Salem Missouri
- Subrecipient's unique entity identifier: K7HGNAKN8717
- Federal Award Identification Number (FAIN): 073134579
- Federal Award Date of award to the recipient by the Federal agency: 07/28/2021
- Subaward Period of Performance Start and End Date: 5-01-2023 to 4-30-2025
- Subaward Budget Period Start and End Date: 5-01-2023 to 4-30-2025
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: 1,262,500.00
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: 1,262,500.00
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: 1,262,500.00
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund (“SFRF”) to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states “to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19].” Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

⁸ “Subrecipient” is defined at 2 C.F.R. § 200.1.

⁹ “Pass-through entity” is defined at 2 C.F.R. § 200.1.

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: State of Missouri.
- Contact information for awarding official of pass-through entity:
 - Name: Maria Dorsey
 - Phone Number: 573-522-2395
 - Email Address: Maria.Dorsey@dnr.mo.gov
- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: No
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: 0.0%

IV. For grants exceeding \$100,000:

The undersigned certifies, 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 undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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, U.S. 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 each such failure.

By signing this certification, the undersigned represents his or her intention, and legal authorization, to do so on behalf of Grantee.¹⁰

Date:

Signature of Grantee's Authorized Representative

Printed Name of Authorized Representative

V. In addition to the other authorities identified in this agreement, Grantee must comply with 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). The Uniform Guidance is an extensive body of federal rules, and so will not be recited here comprehensively. However, **Grantee must perform this agreement in compliance with the entirety of the Uniform Guidance, not just the provisions discussed in this section.**¹¹

Beyond its definitions and acronym identifications (Subpart A), the Uniform Guidance contains five subparts. Subpart B, "General Provisions," includes a statement of purpose (which provides a general outline of the Part), 2 C.F.R. § 200.100, a provision on conflicts of interest (*see* Section III above), 2 C.F.R. § 200.112, and a provision on mandatory disclosures, 2 C.F.R. § 200.113. Subpart D, "Post Federal Award Requirements," itself covers a range of topics. 2 C.F.R. § 200.302 requires, *inter alia*, that "financial management systems . . . must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award." *Id.* at (a). 2 C.F.R. § 200.303 requires, *inter alia*, "[e]valuat[ion] and monitor[ing]" of "compliance with statutes, regulations and the terms and conditions of Federal awards," as well as the "[t]ak[ing] [of] prompt action when instances of noncompliance are identified including noncompliance identified in audit findings." *Id.* at (c) and (d), respectively. Subpart D also includes "Property Standards." 2 C.F.R. §§ 200.310–.327. These sections address Grantee's interaction

¹⁰ Section II is based on requirements set forth at 31 C.F.R. Part 21. Appendix A of that part sets forth this certification.

¹¹ 2 C.F.R. Part 200, Subpart F does not apply to for-profit entities. However, "[f]or-profit entities that receive SLFRF subawards . . . are subject to other audits as deemed necessary by authorized governmental entities, including Treasury and Treasury's [Office of Inspector General]." Treasury's *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*, published February 28, 2022 (Version 3.0), p.12, n.7. Such other audits may be imposed by the State. *Id.* *See also* 2 C.F.R. § 200.501. For-profit subrecipients shall comply with any audit requirements imposed by the State.

with equipment and real property, as well as providing standards for procurement. 2 C.F.R. § 200.329 addresses the monitoring and reporting of program performance. Beginning at 2 C.F.R. § 200.334, Subpart D lists numerous requirements for “Record Retention and Access,” which should be read in concert with the several terms and conditions of this agreement. Subpart E, “Cost Principles,” begins with provisions providing a basic framework for understanding and applying the bulk of these requirements. *See* 2 C.F.R. §§ 200.400 and .401. Subpart E includes a rule on “Reasonable Costs,” 2 C.F.R. § 200.404, which provides a definitional authority as well as primary factors for consideration. *Id.* This subpart also provides a considerable listing of “Selected Items of Cost,” and “General Provisions” for each. 2 C.F.R. §§ 200.420–.476. Subpart F is dedicated to the topic of audits. *See* 2 C.F.R. § 200.500 *et seq.* With certain qualifications, subrecipients are subject to audit pursuant to the federal Single Audit Act and this subpart of the Uniform Guidance. *See* n.12 above, and the authorities there cited.

Staff Summary Report

MEETING DATE:	May 9,2023
AGENDA ITEM:	RAS Pump
AGENDA TITLE:	RAS Pump for WWTF

ACTION REQUESTED BY:	Public Works Director
ACTION REQUESTED:	Purchase new pump
SUMMARY BY:	Mark Nash

PROJECT DESCRIPTION / FACTS

RAS which means RETURN ACTIVATED SLUDGE. This pump takes the settled sludge from the clarifier back to the ditch in the WWTF and goes through the process

PROCUREMENT

The City of Salem received (3) bids. Bid (1) Vandevanter Engineering for \$29,623 Bid(2) 12D Construction L.L.C. for \$33,659.00 Bid (3) Fluid Equipment for \$34,190.54

FISCAL IMPACTS

This purchase would come out of Sewer Equipment Maintenance. There is \$39,000 in this line item

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

DEPARTMENT'S RECOMMENDED MOTION: Ask the Board to give authorization to purchase RAS Pump from Vandevanter Equipment for \$29,623.00

April 17, 2023
PROPOSAL OP-571145

To: City of Salem, Missouri
Project: RAS Pump Replacement
ATTN: Mr. Donnie Moore and Mr. Josh Hunt

We are pleased to provide the following proposal for one Flygt RAS pump to replace your existing which seems to be not operating as it should. Based on our conversations, the Flygt pump we have selected will produce an estimated 250-350 gallons per minute more than the existing equipment.

(1) Flygt Submersible Pump

- Hard Iron Non-Clog N Impeller and Hard Iron Wear Plate
- Dual Tungsten Carbide Active Seals
- Class H Motor Insulation
- Seal Leak and Over-Temp Protection (FLS)
- 15HP, 460V, 3Phase (FLA: 19)
- 6in Discharge, 50ft Power Cable
- Recommended Max of 30 Starts Per Hour
- 5-Year Manufacturer Warranty

(1) Flygt MiniCAS Pump Protection Module (Seal Leak and Over-Temp)

(1) Lot of Labor and Mileage for Vandevanter Controls Technician to:

- Install Flygt Pump Protection Module (MiniCAS)
- Complete Start-Up Documentation for Warranty
- Ensure Station is Fully Operational in Automatic
- End-User Training and Documentation as Required

Total Price for All Items Listed Above\$29,623.00

Lead Time: 1 – 2 Weeks

*Freight Included

Assumptions:

- City Can Assist with Installation of Pump
- Existing ABS Slide Bracket Has ANSI Bolt Pattern to Connect onto New Flygt ANSI Pump

If you have any questions or concerns, please contact Nick Santangelo.



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

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

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

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

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

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

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

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

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



**VANDEVANTER
ENGINEERING**
A COGENT COMPANY

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

If, after reviewing the above proposal, you have any further questions or comments regarding this proposal, please feel free to contact me at (314) 520-2876. If the proposal meets your approval, please sign, date, and mail/email/fax a copy back to me.

Thank you for the opportunity to work with you on this project. If we can be of any further assistance, please let us know.

Sincerely,

VANDEVANTER ENGINEERING CO.

ACCEPTED THIS DATE: _____ **BY:** _____

Municipality: City of Salem, Missouri **TITLE:** _____

PURCHASE ORDER NO. _____

Project Name: RAS Pump Replacement OP-571145



I2-D CONSTRUCTION, LLC

PO Box 186
Shelbina, MO 63468
Dean & Dale Durbin
Owners

660-415-7362
daledurbin3@gmail.com

Project Name: Wastewater Pump Replacement

Project Location: Salem, Missouri

Pump Information: Flygt Pump 15 Horsepower, 460 Volts, 3-Phase
6 Inch Discharge, 50 Foot Pump Cable
Seal Leak and Over-Temp Protection

Pump Selection Based on Station Required Hydraulics

Scope: Provide (1) Flygt Submersible Wastewater Pump
Provide (1) Flygt Pump Protection Relay
Provide Removal and Installation of Equipment

Price Includes:

- Pumping Equipment, Installation Labor, Truck Mileage
- Start-Up Procedures
- Shipping Charges

Price for Equipment and Install: \$33,659.00

Estimated Lead Time for Equipment and Install: 12 – 14 Weeks



Quote: J1738

Month/Year: May 2023

Project: WWTP Flygt Pump: Return Activated Sludge Pump Replacement

Fluid Equipment is providing this quote for replacement of existing pump located at the RAS wastewater station in Salem, Missouri. Enclosed below includes labor and material for this installation. Please note that there may be some unknown factors which are identified upon coming onsite. If any unforeseen issues occur during installation, a change order will be created and added to final invoice.

ONE (1) Flygt Submersible Wastewater Pump (15 HP, 480V, 3P)

- 6" Discharge with 50' Cable
- Included Flygt MiniCAS Relay for Seal Fail and Motor Protection

ONE (1) Line for the materials needed for installation

ONE (1) Service labor and mileage for installing new unit and wiring of MiniCAS

Lead Time for Flygt Pump is 11 – 13 Weeks. Upon receiving unit, we will schedule and dispatch technician onsite for installation.

The Price for Pump, Miles, and Installation Labor: \$34,190.54

The above pricing does not include freight.

Thanks for the opportunity to provide you this quote.

Jason Robertson
Fluid Equipment Sales Manager
816-606-0153