

Board of Aldermen Meeting

Packet

September 12, 2023



**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**  
**August 22, 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 Kala Sisco, Shawn Bolerjack, Kyle Williams, and Amanda Duncan. Others in attendance were: City Administrator Sally Burbridge, City Clerk Tammy Koller, Chief of Police Joe Chase, Public Works Director Mark Nash, Finance Director Stacey Houston, Water Supervisor Donnie Moore, and Building Inspector Jarred Brown.

Citizens in attendance were: Mary Ann Curley, Debbie Murphy, Sue Woods, Lisa French, Dave Davidson, Patti McKewon, and Ben Johnson (Salem News).

**Approve Agenda**

Alderwoman Sisco moved to approve the agenda with the removal of New Requests of Utilities Services Outside the City.

Seconded by Alderwoman Duncan.

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

**Public Hearing-Tax Valuation**

No one wished to speak during the public hearing.

**Consent Agenda**

July 25, 2023, Regular Meeting Minutes

August 8, 2023, Regular Meeting Minutes

Alderman Bolerjack moved to approve the Consent Agenda.

Seconded by Alderwoman Sisco.

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

## **Hearing of Persons**

Chris Robbins-Trunk or Treat Street Closure.

Alderman Sisco moved to approve the requested street closure for Trunk or Treat on Tuesday, October 31, 2023.

Seconded by Alderman Bolerjack.

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

Dottie Steelman

Alderman Williams moved to approve the requested street closure for the Football Parade on Friday, August 25, 2023.

Seconded by Alderwoman Duncan.

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

## **New and Miscellaneous Business**

### **Financial Update**

Finance Director Stacey Houston presented the Financial Update.

### **Board Appointments**

#### **Enhanced Enterprise Zone Board**

Alderman Bolerjack moved to approve the appointment of Dean Jones to the Enhanced Enterprise Zone Board.

Seconded by Alderman Williams.

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

### **Old Business**

#### **Sanitation Bid Approval**

Mayor Parker stepped out at 6:10P.M. due to conflict of interest.

Alderman Bolerjack conducted the meeting in the Mayor Parker's absence.

Alderman Williams moved to approve the sanitation bid from WCA.

Seconded by Alderwoman Duncan.

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

Mayor Parker stepped back in at 6:13P.M.

#### **Preventative Maintenance Agreement**

Alderman Williams moved to approve a three-year agreement with Vandevanter Engineering for the annual preventative maintenance agreement.

Seconded by Alderman Bolerjack.

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

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

**Bill No. 3555 – Bill No. 3555-An ordinance levying for the year 2023 a tax of 67.50 cents upon each and every one hundred dollars assessed valuation of real estate and personal property within the corporate limits of the City of Salem, Missouri for general revenue purposes.**

City Clerk Koller read the first reading of Bill No. 3555 by caption only.

No vote was taken.

**Bill No. 3557- An ordinance to authorize the mayor to execute a contract between the City of Salem, Missouri and WCA Corporation to collect, haul and dispose of all refuse, rubbish and other waste generated from residences in the City of Salem, Missouri.**

City Clerk Koller read the first reading of Bill No. 3557 by caption only.

No vote was taken.

**Bill No. 3561- An ordinance to allow the subdivision of 1000 South Main Street, in the City of Salem, Missouri.**

City Clerk Koller read the first reading of Bill No. 3361 by caption only.

No vote was taken.

**Bill No. 3562- An ordinance to rezone 1101 Babb Lane as described in Exhibit “A” in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owners MFA Inc.**

City Clerk Koller read the first reading of Bill No. 3562 by caption only.

No vote was taken.

**Bill No. 3563 An ordinance to rezone 1200 Babb Lane as described in Exhibit “A” in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owners Peggy J. Whitaker Trust.**

City Clerk Koller read the first reading of Bill No. 3563 by caption only.

No vote was taken.

**Bill No. 3564-An ordinance to rezone 1203 Babb Lane as described in Exhibit “A” in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owner Sellers Investment Properties.**

City Clerk Koller read the first reading of Bill No. 3564 by caption only.

No vote was taken.

**Bill No. 3565-An ordinance to rezone 1207 Babb Lane as described in Exhibit “A” in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owners BKG Properties.**

City Clerk Koller read the first reading of Bill No. 3565 by caption only.

No vote was taken.

**Bill No. 3566-An ordinance to rezone 1209 Babb Lane as described in Exhibit “A” in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owner Sellers Investment Properties.**

City Clerk Koller read the first reading of Bill No. 3566 by caption only.

No vote was taken.

**Bill No. 3567-An ordinance to rezone 1301 Babb Lane as described in Exhibit “A” in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owner David Gray, Jr.**

City Clerk Koller read the first reading of Bill No. 3567 by caption only.

No vote was taken.

**Bill No. 3568-An ordinance to rezone Lot 10 of JKD Subdivision in the City of Salem, Missouri from Commercial to Manufacturing/Industrial, owner City of Salem**

City Clerk Koller read the first reading of Bill No. 3568 by caption only.

No vote was taken.

**Bill No. 3569- An ordinance to rezone all of Lot 4 Block A of Oak Park Addition in the City of Salem, Missouri from residential to commercial, owner South Central Missouri Community Health Center Inc.**

City Clerk Koller read the first reading of Bill No. 3569 by caption only.

No vote was taken.

**Bill No. 3570-An ordinance amending the sewer hookup fees for the City of Salem, Missouri.**

City Clerk Koller read the first reading of Bill No. 3570 by caption only.

No vote was taken.

**Bill No. 3571-An ordinance amending the water hookup fees for the City of Salem, Missouri.**

City Clerk Koller read the first reading of Bill No. 3571 by caption only.

No vote was taken.

**Bill No. 3572-An ordinance amending the electric hookup fees for the City of Salem, Missouri.**

City Clerk Koller read the first reading of Bill No. 3572 by caption only.

No vote was taken.

**Reading of Bills (Second Reading)**

**Bill No. 3556 - An ordinance of the City of Salem, Missouri to establish a procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials.**

City Clerk Koller read the second reading of Bill No. 3556 by caption only.

Alderman Bolerjack moved to approve Bill No. 3556.

Seconded by Alderman Williams.

The vote was 4 Aye-Bolerjack, Williams, Sisco, and Duncan. 0 Nay. Bill No. 3556 passed as Ordinance 3556.

**Bill No. 3558-An ordinance to allow the subdivision of 1506 South MacArthur, in the City of Salem, Missouri.**

City Clerk Koller read the second reading of Bill No. 3558 by caption only.

Alderman Williams moved to approve Bill No. 3558.

Seconded by Alderwoman Sisco.

The vote was 4 Aye-Williams, Sisco, Bolerjack, and Duncan. 0 Nay. Bill No. 3558 passed as Ordinance No. 3558.

**Bill No. 3559- An ordinance to allow the subdivision of 501 North Washington, in the City of Salem, Missouri.**

City Clerk Koller read the second reading of Bill No. 3559 by caption only.

Alderwoman Sisco moved to approve Bill No. 3559.

Seconded by Alderman Williams.

The vote was 4 Aye-Sisco, Williams, Bolerjack, and Duncan. 0 Nay. Bill No. 3559 passed as Ordinance No. 3559.

**Bill No. 3560-An ordinance to rezone 903 West Scenic Rivers Blvd. in the City of Salem, Missouri from Residential R-1 to Commercial C-1.**

City Clerk Koller read the second reading of Bill No. 3560 by caption only.

Alderman Bolerjack moved to approve Bill No. 3560.

Seconded by Alderman Williams.

The vote was 4 Aye-Bolerjack, Williams, Sisco, and Duncan. 0 Nay. Bill No. 3560 passed as Ordinance No. 3560.

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

City Administrator Sally Burbridge reported Ozark Rivers Solid Waste Management will have a special recycling event for electronic appliances and tires on September 9<sup>th</sup> by the Parks and Recreation shop building. There will be people to help remove the items from vehicles.

Mayor Greg Parker reported the 9<sup>th</sup> Annual Salem Chamber Rodeo will be held September 2<sup>nd</sup> and 3<sup>rd</sup> at the Dent County Commons. Advance tickets are available at the Chamber of Commerce.

Mayor Greg Parker reported Healthy Dent County will be hosting Girls Night Out on Thursday, September 14<sup>th</sup> from 4:30 to 7:30 P.M. For additional information call Jackie, at 573-729-8163.

Mayor Greg Parker asked that everyone watch for children and stay distraction free while driving as school will be back in session starting tomorrow.

Public Works Director Mark Nash reported he has had multiple departments helping to stay on top of grass mowing with the recent rain and cleaning the reed beds at the WWTP.

Public Works Director Mark Nash reported the construction crew are pouring concrete on Pershing Street. With future locations on Fourth Street and Carty streets once the work on Pershing Street has been completed.

Alderwoman Kala Sisco addressed comments on social media in reference to the pool closing before Labor Day. Pool staff is mainly high school students and teachers. With school back in session they are unable to work at the pool and attend classes. The splash pad is still open.

Alderwoman Kala Sisco stated the first football game of the season will be a home game Friday, August 25 at 8 P.M. The football parade line up will be at 6:15P.M., with a 6:30P.M. start time.

Alderwoman Kala Sisco reported the Salem Chamber of Commerce and Healthy Dent County will be hosting a New Year's Eve ball. Details have not yet been finalized.

Alderman Shawn Bolerjack had nothing to report.

Alderman Kyle Williams reported locations of cooling centers for anyone in need during the recent heat event. The locations are the Salem Senior Center, the Salem Public Library, and the Dent County Health Center.

Alderwoman Amanda Duncan had nothing to report.

### **Closed Session**

**Pursuant to Section 610.021(1) Legal action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorney.**

**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 Williams moved to go into closed session.

Seconded by Alderwoman Sisco.

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

The Board went into closed session at 6:46 PM.

No action was taken.

### **Adjournment**

Mayor Greg Parker adjourned the meeting at 8:57 p.m.

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Tammy Koller  
City Koller

APPROVED:

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Greg Parker  
Mayor

ATTEST:

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Tammy Koller  
City Clerk



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

**MINUTES**  
**SPECIAL BOARD OF ALDERMEN MEETING**  
**202 N. Washington**  
**August 24, 2023**

**Call Meeting to Order**

The special season meeting of the Board of Alderman of the City of Salem, Missouri, was called to order by Mayor Greg Parke at 6:00 p.m.

**Roll Call**

Council Members present included Shawn Bolerjack, Amanda Duncan, and Kyle Williams. Others in attendance were: City Administrator Sally Burbridge, City Clerk Tammy Koller, Chief of Police Joe Chase, Building Inspector Jarred Brown, Public Works Director Mark Nash, and Ben Johnson (Salem News).

**Reading of Bills (Second Reading)**

**Bill No. 3555 An ordinance levying for the year 2023 a tax of 67.50 cents upon each and every one hundred dollars assessed valuation of real estate and personal property within the corporate limits of the City of Salem, Missouri for general revenue purposes.**

City Clerk Koller read the second reading of Bill No. 3555 by caption only.

Alderman Williams moved to approve Bill No. 3555.

Seconded by Alderman Bolerjack.

The vote was 3 Aye-Williams, Bolerjack, and Duncan. 0 Nay. Bill No. 3555 passed as Ordinance No. 3555.

Mayor Greg Parker stepped out at 6:02 P.M. due to a conflict of interest.

Alderman Shawn Bolerjack conducted the meeting in his absence.

**Bill No. 3557-An ordinance to authorize Board President Shawn Bolerjack to execute a contract between the City of Salem, Missouri and WCA Corporation to collect, haul and dispose of all refuse, rubbish and other waste generated from residences in the City of Salem, Missouri.**

City Clerk Koller read the first and second reading of Bill No. 3557 by caption only.

Alderwoman Duncan moved to approve Bill No. 3557.

Seconded by Alderman Williams.

The vote was 3 Aye-Duncan, Williams, and Bolerjack. 0 Nay. Bill No. 3557 passed as Ordinance No. 3557.

Mayor Greg Parker returned to the meeting at 6:03 P.M.

**Bill No. 3561-An ordinance to allow the subdivision of 1000 South Main Street, in the City of Salem, Missouri.**

City Clerk Koller read the second reading of Bill No. 3561 by caption only.

Alderman Williams moved to approve Bill No. 3561.

Seconded by Alderwoman Duncan.

The vote was 3 Aye-Williams, Duncan, and Bolerjack. 0 Nay. Bill No. 3561 passed as Ordinance No. 3557.

## **Adjournment**

Mayor Parker adjourned the meeting at 6:04 p.m.

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Tammy Koller

City Koller

APPROVED:

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Greg Parker

Mayor

ATTEST:

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Tammy Koller

City Clerk



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

**MINUTES  
SPECIAL BOARD OF ALDERMEN MEETING  
202 N. Washington  
August 30, 2023**

**Call Meeting to Order**

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

**Roll Call**

Council Members present included Kala Sisco, Shawn Bolerjack, Amanda Duncan, and Kyle Williams. Others in attendance were: City Administrator Sally Burbridge, City Clerk Tammy Koller, Chief of Police Joe Chase, Public Works Director Mark Nash, and Ben Johnson (Salem News).

**Resolution No. 27-2023-A resolution for the City of Salem, Missouri authorizing the Mayor of the City of Salem, Missouri, to accept permanent sidewalk easements for Sidewalk Construction Project No. TAP-9901(520).**

Alderman Bolerjack moved to table Resolution No. 27-2023.

Seconded by Alderman Williams.

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

**Closed Session- Pursuant to Section 610.021(1) Legal action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorney.**

Alderwoman Sisco moved to go into closed session for confidential or privileged communications between a public governmental body or its representatives and its attorney.

Seconded by Alderwoman Duncan.

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

No action was taken.

**Adjournment**

Mayor Parker adjourned the meeting at 6:58 p.m.

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Tammy Koller, City Koller

APPROVED:

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Greg Parker  
Mayor

ATTEST:

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Tammy Koller  
City Clerk



## City of Salem Alderman Report

August 29th, 2023

Melisa DuBois, Parks and Recreation Director

### Youth Sports and Programs

- 2023 Kids Summer Camp
  - 22 campers this season for our two-week all-day Kids Summer Camp. A BIG Thank you to all the presenters for all the great learning and fun presentations during our two weeks of camp.
  - Big Thank you to the two staff, Makayla and Abby, that keep the kiddos safe and on task.
- Pool
  - Pool officially closed August 13<sup>th</sup>. We struggle to keep open after all the sports practices begin, college kids have to move back, and teachers report back to school and practices for sports programs.
  - Pool pump struggled all summer, looking to replace and construct a roof over the next one, in hopes of extending the lifespan.
  - Pool Numbers
    - Pool visits (regular hours): 6,293
    - Water Aerobics visits: 339
    - Night Swim (3 nights): 319
    - Swimming Lessons: 80
    - Shaved Ice sold: 1,123
    - Pretzel sold: 1,317
  - After closing the pool, we had a main pipe bust in the pump room. QPC Plumbing came and repaired it. Thank you to the Police Department for spotting it after hours and notifying us and the Water Dept for coming in and turning the meter off.
  - The new floors held up well, but still ran into issues of keeping it clean during the summer. The Company recommend not using abrasive chemicals. We have found that power washing does help remove most of the buildup. We will look to power wash weekly next season. But will be looking at an electric power washer, as the gas one puts off a lot of exhaust in the enclosed spaces.



- The season went well, we had a great group of staff to keep the pool running this summer.
- Several lifeguards will not be returning next summer, I will begin recruiting soon to allow time for prospective candidates to become certified. Classes and certifications are limited in availability.
- 2023 Flag Football
  - Registration is Open until August 30<sup>th</sup>. Coaches draft is scheduled for September 6<sup>th</sup>. Coaches will contact players shortly after the draft.
  - Games will be played at Al Brown during the month of October on Saturday mornings.
  - As of the 29<sup>th</sup> we are down about 40 participants from the previous year.

## Grounds and Satellite Parks

- Al Brown lighting project
  - Poles and lighting installation complete. Waiting for a piece of equipment to be available. Could take several months to become available.
  - We have a contractor contract ready to install electric lines to poles.
- Tree Plan for City Park
  - Trees are doing well. Lonnie and Ethan have done a great job keeping them watered since being planted. We did unfortunately lose one next to the playground.
- Civic Theater
  - I reached out to Scott Hubbard last week to see what needs to be completed for us to move the project forward. He is currently out of the state and will be meeting with me when he returns.

## Other Parks and Recreation Business

- Splash Pad
  - Will be winterized sometime after Labor Day. We have a company come and make sure everything is working properly and shut it down for the winter. They have not given me a specific date currently.

# 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 08/01/2023 00:00 to 08/31/2023 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
ABANDONED VEHICLE		1	0:15	0:02	0:22	0.18
ACCIDENT		11	1:25	0:40	20:11	1.95
ALARM	COMMERCIAL	1	1:07	3:25	8:32	0.18
AMBULANCE CALL		27	1:10	1:25	23:43	4.79
ANIMAL CALL		39	9:11	3:13	14:10	6.91
AREA CHECK		13	5:32	0:36	16:09	2.30
ASSAULT/FIGHT	IN PROGRESS	1	1:33	2:31	0:02	0.18
ASSAULT/FIGHT	NOT IN PROGRESS	2	1:30	3:24	24:04	0.35
ASSIST OTHER AGENCY		8	1:31	1:48	37:26	1.42
BURGLARY	IN PROGRESS	2		0:00	30:51	0.35
BURGLARY	NOT IN PROGRESS	2	1:21	0:07	25:45	0.35
CALL FOR SERVICE		24	10:34	2:00	17:09	4.26
CHECK THE WELL BEING		18	2:00	2:09	7:02	3.19
CIVIL MATTER		7	8:37	0:45	28:09	1.24
COURT		1	0:13			0.18
COURTESY TRANSPORT		4	0:49	0:46	57:47	0.71
DISTURBANCE	PHYSICAL	2		0:00	3:47	0.35
DISTURBANCE	VERBAL	9	0:56	2:01	17:34	1.60
DOMESTIC	IN PROGRESS	13	2:22	1:45	17:40	2.30
DOMESTIC	NOT IN PROGRESS	2	1:02	2:16	55:31	0.35
ESCORT		10	23:52	7:11	21:53	1.77
EXPARTE VIOLATION	NOT IN PROGRESS	1		0:00	0:06	0.18
FIRE CALL		5	1:42	4:24	114:50	0.89
FOLLOW UP INVESTIGATION		57	1:46	0:28	30:42	10.11
FOUND PROPERTY		4	1:07	6:11	2:38	0.71
FRAUD		2		0:00	142:56	0.35
HARASSMENT		4	1:25	0:23	21:08	0.71
INFORMATION		10	4:02	0:01	18:40	1.77
INTOXICATED PEDESTRIAN		4	2:19	3:16	14:45	0.71
LEAVE WITHOUT PAY		1		0:00	9:07	0.18
LIFT ASSIST		7	1:16	2:50	8:58	1.24
MISC ADMIN DUTY		27	6:31	13:35	40:06	4.79
MISC OFFENSE		2	2:20	1:26	6:07	0.35
MISSING PERSON		3	9:23	3:18	63:09	0.53
MOTORIST ASSIST		4	0:49	2:34	5:34	0.71
NUISANCE VIOLATION		6	14:38	2:09	2:05	1.06
OPEN DOOR		1		0:00	5:43	0.18
PANHANDLING		1	0:17	4:04	14:40	0.18
PARKING COMPLAINT		3	4:43	2:24	6:15	0.53

# 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 08/01/2023 00:00 to 08/31/2023 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
PEACE DISTURBANCE		6	1:03	1:36	8:07	1.06
PEDESTRIAN CHECK		3	2:04	2:11	1:19	0.53
POWER OUTAGE		5	2:49	25:19	10:43	0.89
PROPERTY DAMAGE		10	2:48	3:13	13:17	1.77
PROWLER		1		0:00	40:58	0.18
PURSUIT	FOOT	1				0.18
SEX OFFENSE		1	2:56	4:04	3:05	0.18
SHOPLIFTER		5	3:10	2:48	25:49	0.89
STEALING	NOT IN PROGRESS	5	31:26	2:20	8:49	0.89
SUICIDAL PERSON		3	1:03	9:52	27:13	0.53
SUSPICIOUS CIRCUMSTANCES		17	3:36	0:58	15:50	3.01
SUSPICIOUS SUBJECT		8	1:17	3:00	10:17	1.42
SUSPICIOUS VEHICLE		10	2:15	4:50	19:46	1.77
TRAFFIC COMPLAINT		4	1:56	8:21	13:23	0.71
TRAFFIC STOP		95	0:44	0:00	7:36	16.84
TRESPASSING		2	1:27	3:55	25:46	0.35
WALK - IN		9	0:36	1:14	10:03	1.60
WALK THROUGH		20		0:00	23:48	3.55
WARRANT ATTEMPT		14	0:12	0:08	11:05	2.48
WATER SEWER PROBLEM		6	1:51	11:50	10:11	1.06

Total Incidents For Date Range **564**

Average Stacked Time **4:29** min : sec

Average Response Time **2:25** min : sec

Average On Scene Time **19:20** min : sec

CITY OF SALEM  
CITY CLERK  
400 N IRON ST  
SALEM

MO 65560

MISSOURI DEPARTMENT OF REVENUE

08/16/23

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR  
MONIES TOTALING \$ 20,050.20 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

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

MOTOR FUEL TAX	\$	13,941.68
MOTOR V SALES TAX	\$	4,540.38
MOTOR V FEE INCREASES	\$	1,568.14

FOR YOUR CREDIT AND USE ON 08/21/23.  
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.

CITY OF SALEM

REQUEST TO BE HEARD AT A CITY COUNCIL MEETING

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

Request filed by:

Name: John B. Hambacker & Jay Anderson

Address: 101 South Orchard St.

Phone: 573-247-7647

Date of Council meeting that you request to be heard: Sept 12, 2023  
~~Aug 29, 2023~~

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

Mayor ☐ City Administrator ☒ City Clerk ☐ Superintendent ☒ Mr. Nash

Other (specify): \_\_\_\_\_

What is your request: To talk about railroad trail in town.

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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.

## Trail Care Needed

I walked along the railroad trail the other day and dreamed of what memories it held for members of our community and tourists yet to experience the wonders of its past. Jay Anderson will, in a moment, share with you some of the Salem businesses that bordered this active rail system. The trail needs some loving attention if my dream of its future is to become a reality.

So dream with me for a few minutes as I describe its present condition and potential future. Its sickness is neglect and maybe a lack of seeing its future potential. Lights along and above the trail have been vandalized and no longer function. The culprits that defaced this trail may not respect its existence because they do not know its history nor care about its future. Presently, it is a trail of abuse but a trail with much future potential. As I walked its length, I saw the Steelman benches overlooking the Salem Care Center, used by old and young, rotting away and unable to support a person's weight. I saw tree limbs fallen, waiting for removal, and some, but not much, human litter along the way. When I reached the trestle bridge, I was greeted with a sign that said, "No Transpassing". I do not believe the bridge is beyond repair. Mr. Nash said the hand railing is presently not safe but could be repaired, maybe replaced. All of the above can be completed with a bit of time and effort involving members of our community and city workers.

These repairs make the trail more usable but **do not** fulfill my dream of its future. However, its future can only become a reality if the aldermanic board gives Jay and me a vote of confidence.

So dream with me as I describe its future. Upon seeing a two-sided sign at its entrance, located on the North side of the Southeast Behavioral Health Center, a tourist will be greeted with information identifying the historical and natural wonders of the trail. This entrance to the trail will also provide parking opportunities for those traveling by car. By identifying the trailhead

here with a 5 X 8-foot sign, all students and parents will recognize the trail's existence as they travel to and from school events. Starting here, they travel along a tree canopy paved path with trees and plants identified by signs from our Missouri Conservation Department. As their walk or bike ride continues across Rolla Road, another entrance point with available parking, another small sign will be placed, identifying the continuation of the trail. This part of the trail will also contain markers identifying various businesses and flora on either side of this portion of the track. The path may also require planting hard maples, redbuds, and dogwoods to beautify the lower part of the trail. This lower portion may need additional benches located at sights with plaques describing the locations of past businesses. Adding benches strategically located along the trail will allow older folks some rest time.

This trail extends the effort that recently supported Salem's Historic Walking Tour. Both this trail and the Tiger Trail's lack of use may be because no brochures exist anywhere for either of these trails and the fact that both this trail and the Tiger Trail **are not identified on the Ruble Surveying City Map**. Two problems that can be corrected as Jay and I move forward with this project.

Again, I ask the council members to consider the potential of this project, which will have little impact on our city's finances.

John B. Hambacker

CITY OF SALEM

REQUEST TO BE HEARD AT A CITY COUNCIL MEETING

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

Request filed by:

Name:

William PARSONS

Address:

215 E 4th

Phone:

573-247-0733

Date of Council meeting that you request to be heard:

9-17-23

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

Mayor

City Administrator

City Clerk

Superintendent

Other (specify):

Airport mail

What is your request:

FOR Streets to

Be Block of FOR SYNOCTOBER FAIR

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

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

**CITY OF SALEM**

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

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

Request filed by:

Name: Debbie Murphy

Address: \_\_\_\_\_

Phone: 407-421-5297

Date of Council meeting that you request to be heard: 9/12/23

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

Mayor                      City Administrator                      City Clerk                      Superintendent

Other (specify): NONE

What is your request: Communication

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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**

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<b>MEETING DATE:</b>	9/12/2023
<b>AGENDA ITEM:</b>	Air conditioner unit for UV system at WWTF
<b>AGENDA TITLE:</b>	Proposal for purchase of air conditioner unit

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<b>ACTION REQUESTED BY:</b>	MARK NASH
<b>ACTION REQUESTED:</b>	Acceptance of purchase of air conditioner unit
<b>SUMMARY BY:</b>	Mark Nash

---

## **PROJECT DESCRIPTION / FACTS**

The UV system at the WWTF has to be kept cool for it to work properly. The UV lamps operate at a bulb surface temperature of 1500 degrees F. To get the maximum use out of the ballasts and the bulbs they must have adequate airflow for cooling.

## **PROCUREMENT**

The city received three (3) bids for replacement of the air conditioner unit for UV system at WWTF. Bid 1 is from Hydro- Kinetics for \$5,530.00 plus freight. Bid 2 is from Ice Qube, Inc. for \$5,410.00 plus freight. Bid 3 is from Vandevanter Engineering for \$ 6,280.00 plus freight.

## **FISCAL IMPACTS**

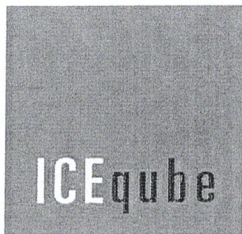
This purchase will come out of Sewer Building Maintenance. Line item # 520-501-46000. There is \$2,000.00 in this line item. To fund this purchase there will need to be a budget adjustment to take funds out of the year ending balance from 2022-2023 budget.

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

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**DEPARTMENT'S RECOMMENDED MOTION:** Ask the Board of Alderman to accept the bid from Ice Qube, Inc. for \$ 5,410.00 plus freight.



**Ice Qube, Inc.**  
141 Wilson Ave.  
Greensburg, PA. 15601  
Phone: 724-837-7600 or  
Phone: 1-888-867-8234  
Fax: 724-837-6365

# QUOTATION

Quote Number: 42690-001

Please send orders to [Orders@iceqube.com](mailto:Orders@iceqube.com) and reference quotation number.

Sales Rep: MTF

Prepared For: CITY OF SALEM / WWTP  
400 NORTH IRON STREET  
SALEM, MO 65560

Ship To: CITY OF SALEM / WWTP  
1347 HIGHWAY 19 NORTH  
SALEM, MO 65560

This Quote is effective from: 07/28/23 until: 08/28/23

## Your Item

<u>Our Item</u>	<u>Item Description</u>
IQ6000EV	IQ6000EV-225-SS304-N4X NCOR-XC-1YR-CNV

## Options:

(STD) Standard Duty AC  
CITY OF SALEM / WWTP  
(225) 220/230V 50/60 HZ  
(SS) 304 SST Cabinet  
(N4X) Nema 4X / 3R  
Standard Remote Controller  
1 Year Standard Warranty  
(CONV)CONVERSION COLLAR

<u>Quantity (EA)</u>	<u>Price / Unit of Measure</u>	<u>Extended Price</u>
1	\$5,410.00 / EA	\$5,410.00

1. Acknowledgments will be sent to email address that the purchase order has been received from unless otherwise noted
2. Special Orders/CSU/CM/Enclosures/Zone 1: Non-Cancellable, Non-Returnable and Non-Refundable
3. Shipping charges will be added to order at time of shipment.
4. Blowout Sales are Non-Returnable and Non-Refundable
5. All orders are subject to a handling fee.
6. Once Order has been processed and acknowledged, a cancellation fee may apply
7. All orders are plus Freight (Freight/Shipping not included) in this quote.
8. Tax is NOT included in this quote
9. Redelivery Fees will apply
10. Standard terms are net 30 upon credit approval. We accept Visa, Mastercard and American Express as forms of payment.
11. All quote pricing is valid for 30 days from original quote date.
12. All prices quoted in United States Dollars (USD).
13. For shipments out of the USA, there may be additional charges for documentation, packaging requirements and freight. The price quoted on your quote is for the UNIT ONLY. If the shipment requires any special handling, please let your Product Sales Specialist know and they will be able to provide you with a revised quote.
14. Ice Qube will not accept RMA returns after 180 days past purchase date.

Please do not hesitate to call us or visit our website at [www.iceqube.com](http://www.iceqube.com) for all up to date information. Thank you for your request for a quote. Please review your attached quotation and let me know if you have any questions or concerns.

Thank you for your request for quote. Please review your attached quotation and let me know if you have any questions or concerns.

Visit our website, [www.iceqube.com](http://www.iceqube.com), for New Product updates, Certifications, Technical Information and Ice Qubes Quick Ship Program. Please send all Purchase Orders directly to [orders@iceqube.com](mailto:orders@iceqube.com).

Thank you,  
Melanie Fleming  
Product Sales Specialist  
[melanie@iceqube.com](mailto:melanie@iceqube.com)  
Ext: 230

## WWTP

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**From:** Jeff Clarke <jclarke@hydro-kinetics.com>  
**Sent:** Monday, July 31, 2023 7:29 AM  
**To:** WWTP  
**Cc:** Mike Castner  
**Subject:** Control Panel Air Conditioner Replacement

Joshua:

After doing some research on your panel it looks you have a Ice Qube model IQ6000VXS-236-SS-N4X-XP. This includes

- 6000 BTU
- NEMA 4x
- 230 VAC, 60 HZ
- EV Series
- Includes conversion collar for Plug-N-Play

Your price for a replacement would be \$5,530.00 + freight. This pricing does not include any installation.

Estimated lead time is 4-6 weeks.

I would recommend you have a local HVAC company look at it before you buy a replacement. We have had luck with HVAC firms being able to get control panel Air Conditioners working again.

Let me know if you have any questions

**Jeff Clarke**

Office: 314-647-6104 | Fax: 314-645-1861 | Cell: 314-306-7977  
5741 Manchester Ave | St. Louis, MO 63110





September 1, 2023  
**PROPOSAL OP-579848**

**To:** City of Salem, Missouri  
**Project:** UV AC Replacement OP-579848  
**ATTN:** Mr. Josh Hunt

We are pleased to provide the following proposal for (1) replacement AC Unit for your UV equipment.

- (1) IQ6000EV Unit w/ Conversion Collar
- IQ6000EV-230-SS304-N4X-XC-CNV

**Total Price for All Items Listed Above .....\$6,280.00**  
Lead Time: 4 – 5 Weeks

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

**F.O.B. – Factory | Freight is not included | Anything not specifically listed to be assumed by other**



# 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:** UV AC Replacement OP-579848

# **Staff Summary Report**

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<b>MEETING DATE:</b>	9/12/2023
<b>AGENDA ITEM:</b>	Electrical supplies for Al Brown Lighting Project
<b>AGENDA TITLE:</b>	Proposal for electrical supplies for Al Brown Lighting Project

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<b>ACTION REQUESTED BY:</b>	MARK NASH
<b>ACTION REQUESTED:</b>	Acceptance of electric supplies
<b>SUMMARY BY:</b>	Mark Nash

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## **PROJECT DESCRIPTION / FACTS**

This bid includes all of the supplies needed to finish the lighting project at Al Brown Fields.

## **PROCUREMENT**

The City of Salem went through the Cooperative Procurement Contract. There were two (2) electrical suppliers in this contract. Graybar Electrical Company, Inc. #CC222267001 and Butler Supply, Inc. #CC222267002. And we received a bid from Fletcher-Reinhardt for a comparison. Graybar Electrical Company did not respond. The city received a bid from Butler Supply, since receiving that initial bid there has been a 20% increase in the bid from Butler Supply.

## **FISCAL IMPACTS**

Funds from the Energy Efficient Upgrade Escrow Acct. held at Flag Star Bank will be used to fund this project. The bid from Butler Supply with the 20% increase will be \$18,331.57. The comparison bid from Fletcher-Reinhardt \$22,449.42

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<b>SUPPORT DOCUMENTS:</b>	[List all additional documents that accompany this summary]
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**DEPARTMENT'S RECOMMENDED MOTION: Ask the Board of Alderman to accept the bid from Butler Supply for \$18,331.57 for the material for Al Brown Field lighting**

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<a href="#">Home</a>	<a href="#">Vendor Information</a>	<a href="#">Surplus Property</a>	<a href="#">State Recycling Program</a>	<a href="#">Cooperative Procurement</a>
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LEGEND

<b>Contract Number:</b>	Click on Contract Number to view more information about the contract
<b>*</b>	An asterisk after the contract number denotes that MBE/WBE requirements are a part of this contract. See the notice of award document for the MBE and WBE percentages.
<b>MBE:</b>	Minority Business Enterprise participation - Y/N
<b>WBE:</b>	Women's Business Enterprise participation - Y/N
<b>Exp Date:</b>	The Expiration Date of the contract
<b>R:</b>	Renewable - Y/N; (Please go to <a href="https://archive.oa.mo.gov/purch/renewals.htm">archive.oa.mo.gov/purch/renewals.htm</a> for possible Statewide renewals)
<b>Usage (U):</b>	P - Preferred, M - Mandatory
<b>C:</b>	Coop - Y/N

Search Results

Contract Description	Contract Number	MBE	WBE	Contractor	Exp Date	R	U	C
BUILDING SUPPLIES	<a href="#">CC230252001</a>	N	N	BUTLER SUPPLY, INC.	10/31/2024	Y	P	Y
ELECTRICAL SUPPLIES	<a href="#">CC222267002</a>	N	N	BUTLER SUPPLY, INC.	09/30/2024	Y	P	N
STATEWIDE MOTOR VEHICLES - QVL	<a href="#">CC231422003</a>	N	N	JIM BUTLER CENTRALIA LLC	07/05/2023	Y	M	Y



**Statewide Electrical Supplies**  
**CC222267001-002**

Issuance Date: 10/1/22  
Revised Date: 8/30/23

CONTRACT PERIOD/RENEWAL OPTIONS	
Current Contract Period:	October 1, 2023 through September 30, 2024
Original Contract Period:	October 1, 2022 through September 30, 2023
Available Renewal Period Options:	1
Potential Final Expiration Date:	September 30, 2025

**ALL PURCHASES MADE UNDER THESE CONTRACTS MUST BE FOR PUBLIC (STATE AGENCY) USE ONLY. PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.**

A state agency shall be defined as a division, section, bureau, office, program, board, regional/district office, etc., that exists within a department of Missouri State Government. For the purposes of this document, this shall also include the Judicial and Legislative branches of the State of Missouri.

BUYER CONTACT INFORMATION	
Name:	Ashley Hensley
Email:	<a href="mailto:Ashley.hensley@oa.mo.gov">Ashley.hensley@oa.mo.gov</a>
Phone Number:	(573) 751-3331



**CONTRACT INFORMATION**

<b>CC222267001</b>			
<b>MissouriBUYS SYSTEM ID::</b>		MB00101537	
<b>Contractor Name:</b>		Graybar Electric Company, Inc.	
<b>Contractor Address:</b>		235 Jaycee Drive Jefferson City, MO 65109	
<b>Contact Information:</b>		Name: Barry Gipe Phone Number: 573-681-6400 Fax Number: 573-636-5139 Email Address: Barry.Gipe@Graybar.com	
<b>MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION</b>			
<b>MBE: No</b>	<b>WBE: No</b>	<b>SDVE: No</b>	<b>Blind/Sheltered Workshop: No</b>
<b>COOPERATIVE PROCUREMENT</b>			
<b>Cooperative Procurement:</b>		YES	
<b>CC222267002</b>			
<b>MissouriBUYS SYSTEM ID::</b>		MB00103533	
<b>Contractor Name:</b>		Butler Supply, Inc.	
<b>Contractor Address:</b>		2012 Missouri Blvd. Jefferson City, MO 65109	
<b>Contact Information:</b>		Name: Todd Gerber Phone Number: 800-779-0469 Fax Number: 573-635-7716 Email Address: tgerber@butlersupply.com	
<b>MBE, WBE, SDVE, BLIND/SHELTERED WORKSHOP PARTICIPATION</b>			
<b>MBE: No</b>	<b>WBE: No</b>	<b>SDVE: No</b>	<b>Blind/Sheltered Workshop: No</b>
<b>COOPERATIVE PROCUREMENT</b>			



**ABB**

Tom Lott  
Butler Supply  
965 HORAN DR  
FENTON, MO 63026  
tlott@butlersupply.com  
573-341-8545

Quote No.: UM2-00028387

Doc Rev. 0.1

Project: City of Salem- Josh Kotschedoff

Quote Expiration: October 5, 2023

Dear Valued Customer,

Thank you for your inquiry for City of Salem- Josh Kotschedoff. We are pleased to respond with our proposal based on the details and requirements of your inquiry. Thank you for allowing Butler Supply to participate on this project. Please do not hesitate to contact us with any questions.

Best Regards,

Tom Lott  
Butler Supply

**PROPRIETARY AND CONFIDENTIAL INFORMATION**

This document contains confidential and proprietary information. Upon receipt of this document, the receiver agrees to not to reveal its content, except to those people inside of their own organization to who concerned to do the evaluation of this proposal. No copies of this document should be made without permission. This document shall be returned upon its written request.



ABB

### Equipment Count

Quantity	Description
1	Panelboard
1	Total Items



## Summary of Proposal

### Estimated Lead Time

The Estimated Lead-Times contained in this proposal are for estimating purposes only. These lead-times reflect the estimated time to manufacture our products from the order release date until the factory shipment date. Our lead-times are shown in terms of working days, which do not include weekends, factory holidays, nor factory shutdowns. Our published lead-times do not include approval drawing cycle, factory witness testing, or jobsite transit time. The actual lead-times are subject to change at any time and depend on factory loading, scheduled plant shutdowns, and job size. Please contact your ABB sales representative if firm lead-times are needed and they can work on your behalf to obtain pre-negotiated engineering/manufacturing slots as necessary.

Item No.	Product Description	Mark(s)	Estimated Lead Time (Days)	Quantity
1	Lighting Panelboard, ReliaGear RE	400 AMP-480V 3-PHASE	120	1



**ABB**

## **Notes**

### **Project Level - Notes**



**ABB**

**Total Net Price**

The total net price for the item(s) defined in this quotation is:

**\$3,637.33 USD**



ABB

### Panel Summary Report

Item	Qty	Mark	Sect Type	Service	Ckts	Feed	Mounting	Main	Bus/Trip	CU/AL	Incoming Cable Size/Qty	AFC	Rox	Lavout Meter
1	1	400 AMP-480V 3-PHASE	RE	277/480 3P4W	42	Bottom	Surface	MCB	400/400	AL	1-lug/phase 2-cable/lug 2/0 -500 MCM	14K	AB643	Auto



## Bill of Material(s)

Item No.	Quantity	Description
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1	1	<b>Lighting Panelboard, ReliaGear RE</b> <b>Marks: 400 AMP-480V 3-PHASE</b>
---	---	--

1 Section(s), NEMA 3R Cabinets  
400 Amps, 3 Phase 4 Wire 480Y/277V, 50/60 Hz  
Minimum Interrupt Rating: 14kA Fully Rated  
Incoming Feed: Bottom  
Surface Mounted  
42 Circuits  
UL67 / CSA C22.2 No. 29 Certified  
cULus Certified  
Height: 64.5 Inches; Width: 20 Inches; Depth: 6.21 Inches

1 400 Amps Main Breaker XT5N400  
1 TMA  
1-lug/phase 2-cable/lug 2/0 -500 kcmil

### Main Option Details

1 Aluminum Bus Heat Rated  
4 Ground-Box bonded TGL2  
1 Ground main lug TGL20  
1 100% Rated Neutral  
1 NEMA 3R Cabinets

### Feeders

2 Breaker Device 50 Amps 2 Poles TEY  
9 Breaker Device 30 Amps 2 Poles TEY  
20 Breaker Space Device 20 Amps 1 Poles TEY  
1 Interior: AEF3424KB  
1 Box: AB643  
1 Front : NONE



**ABB**

To be filled out by Distributor

# **PANEL MARKS: 400 AMP-480V 3-PHASE**

## **TECHNICAL SPECIFICATIONS**

PANEL TYPE: RE PANELBOARD  
 QUANTITY: 1  
 AMPS: 400A  
 VOLTAGE: 480Y/277V  
 SYSTEM: 3P4W  
 KAIC: 14 KAIC SC FULLY RATED  
 MATERIAL: ALUMINUM BUS  
 PLATE: TIN PLATE  
 ENCLOSURE: NEMA 3R CABINETS  
 MOUNTING: SURFACE  
 SECTION: 1

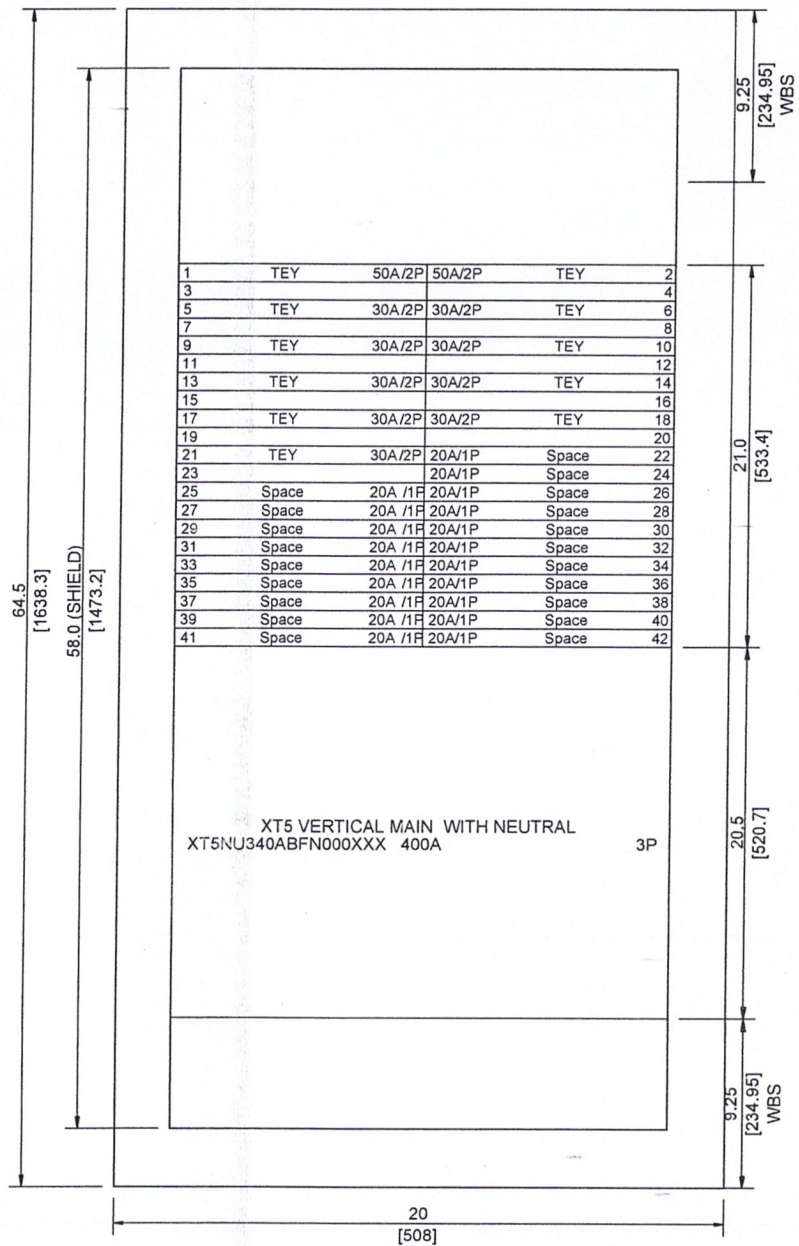
## **MAIN DISCONNECT DEVICE**

FEED DIR. Bottom  
 TYPE: Breaker  
 AMPS/SENSOR: 400A/-  
 CATALOG NO.: XT5NU340ABFN000XXX  
 POLES: 3  
 LUGS: 1-lug/phase 2-cable/lug 2/0 -500 MCM  
 ACCESSORIES: Trip Unit (TMA)  
 OPTIONS INCLUDED

QTY	DESCRIPTION
1	Aluminum Bus Heat Rated
4	Ground-Box bonded TGL2
1	Ground main lug TGL20

## **BRANCH DEVICES**

QTY	AMPS/SENSOR/POLES	DESCRIPTION
2	50A /- / 2P	TEY250
9	30A /- / 2P	TEY230
20	20A /- / 1P	Space TEY120



PANEL INFORMATION		
INTERIOR		AEF3424KB
INTERIOR		
BOX		AB643
FRONT		NONE
TROUGH		
TROUGH END		
PULL BOX		
DIMENSIONS		64.5"X20"X6.21"

1. WBS - WIRE BENDING SPACE.
2. DRAWING NOT TO SCALE.
3. DIMENSIONS ARE IN INCHES[mm].

FACTORY AUTO-LAYOUT. THE LAYOUT IS NOT SPECIFIED, THE FACTORY MAY CHANGE THE LOCATION OF SOME OF THE BREAKERS.

PROJECT NAME:  
 City of Salem- Josh Kotschedoff  
 CUSTOMER:  
 BUTLER SUPPLY INC, FENTON



PANEL ID:  
 RE Panelboard  
 APPROVED BY:  
 DATE: 11/08/2022 22:28:47  
 REVISION NO.

PRODUCT NAME:  
 RELIA GEAR LIGHTING  
 PANELBOARD

DRAWING NO:  
 ITEM NO:  
 MARKS: 400 AMP-480V 3-PHASE  
 QUOTE NO: UM2-00028387  
 SHEET:



## TERMS AND CONDITIONS

### *Policies and Conditions of Sale*

1. This proposal is offered subject to a duly executed Master Supply Agreement (MSA) between ABB and Customer, as applicable. If no duly executed MSA exists, ABB Inc. General Terms and Conditions of Sale apply. In the event of any conflict between (i) a duly executed MSA between the Parties or (ii) ABB General Terms and Conditions of Sale and these TERMS AND CONDITIONS, (i) a duly executed MSA between the Parties or (ii) ABB General Terms and Conditions of Sale shall prevail, in that order.
2. The buyer (distributor or direct served customer, as applicable) warrants that there are no governmental contracting provisions, regulations, flow-downs, or requirements that apply to this transaction (including without limitation any Federal Acquisition Regulations), other than such terms that have been disclosed to Seller and agreed to by Seller in writing prior to Seller agreeing to this transaction. The buyer assumes responsibility for all costs associated with compliance of terms not disclosed to Seller and agreed to by Seller in writing.
3. This quotation expires in 30 calendar days unless terminated sooner by notice.
4. Orders not requiring engineered drawings for approval must be released for manufacture within 90 days of PO receipt. If engineered drawings are required, they must be returned and approved for release within 60 days of mailing. If not, and/or shipment is delayed for any reason the price will increase by 1.5% for each partial/full month that shipment release is delayed after the 90-day period. If project is delayed 6 months or more after PO receipt, project will be repriced based off current market values.
5. For MV Transformers (including Padmount, Substation, & Power transformers), refer to the factory proposal for applicable terms and conditions including, but not limited to: quote validity, price validity, escalation, warranty, cancellation, estimated delivery, and freight terms.

### *Payment Terms*

1. Net 30 days or per Master Services Agreement with customer
2. For projects up to \$500,000 net, terms of payment are 100% upon invoicing.
3. If project value exceeds \$500,000 net, progress payments are required payable at the following milestones. These milestones will be applied at a line item level and will be tailored to the project schedule.
  - 20% upon delivery of drawings
  - 30% upon release of equipment
  - 50% upon shipment

### *Warranty*

1. The warranty for Products shall expire one (1) year from first use or eighteen (18) months from shipment, whichever occurs first, except that software is warranted for ninety (90) days from delivery. The warranty for Services shall expire one (1) year after performance of the Service, except that software related Services are warranted for ninety (90) days.
2. Additional 12 months available for 2% adder, 24 months for 4% adder. Engage ABB representative if longer durations are needed.

### *Order Cancellation – Schedule of Charges*

1. 10% - Order received and entered on factory, work not started, material not ordered.
2. 30% - Drawings for approval submitted.
3. 50% - Revisions to approval drawings submitted.
4. 80% - Approved drawings returned. Job released for manufacture and shipment.
5. 100% - Production started.

### *Delivery and Transportation*

1. CPT/FCA ABB's facility, place of manufacture or warehouse (Incoterms 2020). Title passes upon shipment.
2. ABB will assume the risk of loss or damage to the destination for a 2% adder (but not less than \$500 net) applied to the total price of the equipment. "Destination" is defined as ABB's common carrier's delivery point nearest first destination or point of export within the continental U.S.
3. Unless otherwise noted in this quotation, normal transportation and handling is allowed on orders of \$1500 net or more to common carrier point nearest destination within the Contiguous US (excluding Alaska and Hawaii).
4. Shipment via Air or Open Top/Flatbed/Lift gate truck not included unless specifically listed herein.
5. Special Instruction - The Receiving Associate is required to sign, date and note specific visible or concealed damage on Bill of Lading at time of delivery. Freight Company Associate is required to witness Receiver's signature, date and damage claim annotations. ABB's Post Sales Service Department must be provided with copy of annotated BOL within five (5) days of delivery or Shipper's responsibility ends.

### *Other Notes*

1. Standard factory test procedures will be performed. Customer inspections, customer witness tests, and any other non-standard test procedures are not included unless specifically noted herein.
2. The accompanying Bill of Material is our interpretation of what is required to meet the intent of the listed Drawings and Specifications. Please review thoroughly for accuracy and completeness and advise immediately if any revisions are required. This proposal is limited to the attached Bill of Material only.
3. The Parties are aware of the shortage of raw materials, electronic components worldwide which is likely to last for the foreseeable future, as well as, of market fluctuations in the availability and cost of other raw materials, commodities, other critical components, and transportation capacities. Notwithstanding anything to the contrary in the contract terms and conditions / purchase order, if after the date of ABB's proposal / offer or during the term of the performance of the contract / purchase order there are any changes to availability and / or market conditions for electronic components, raw materials, commodities, and transportation capabilities directly or indirectly affecting ABB's performance, ABB shall be entitled to relief in the schedule of the performance or delivery of the directly or indirectly affected scope of work under the contract / purchase order. In such circumstances, the Parties shall meet without delay and discuss in good faith to find a mutually agreeable solution, with equitable adjustment to the contract / purchase order date of delivery or completion. Customer hereby acknowledges and agrees that in said circumstances ABB may not be able to comply with the originally agreed delivery or completion schedule and that ABB shall not be liable for any liquidated or actual damages in connection thereto.



#### Schedule 1: ABB Inc. General Terms and Conditions of Sale

##### 1. General

The terms and conditions contained herein, together with any additional or different terms contained in ABB's proposal, quotation and/or invoice ("Proposal"), if any, submitted to Purchaser (which Proposal, Policies, Addendum(s), if any, submitted to Purchaser shall control over any conflicting terms), constitute the entire agreement (the "Agreement") between the parties with respect to the purchase order and supersede all prior communications and agreements regarding the purchase order. Acceptance by ABB of the purchase order, or Purchaser's acceptance of ABB's Proposal, is expressly limited to and conditioned upon Purchaser's acceptance of these terms and conditions, payment for or acceptance of any performance by ABB being acceptance. These terms and conditions may not be changed or superseded by any different or additional terms and conditions proposed by Purchaser to which terms ABB hereby objects. Unless the context otherwise requires, the term "Equipment" as used herein means all of the equipment, parts, accessories sold, and all software and software documentation, if any, licensed to Purchaser by ABB ("Software") under the purchase order. Unless the context otherwise requires, the term "Services" as used herein means all labor, supervisory, technical and engineering, installation, repair, consulting or other services provided by ABB under the purchase order. As used herein, the term "Purchaser" shall also include the initial end user of the Equipment and/or services; provided, however, that Article 14(a) shall apply exclusively to the initial end user.

##### 2. Prices

- (a) Unless otherwise specified in writing, all Proposals expire thirty (30) days from the date thereof and may be modified or withdrawn by ABB before receipt of Purchaser's conforming acceptance. All quoted prices are subject to revision at any time in the event of any increase in raw material, energy costs or governmental actions such as tariffs.
- (b) Unless otherwise stated herein, Services prices are based on normal business hours (8 a.m. to 5 p.m. Monday through Friday). Overtime and Saturday hours will be billed at one and one-half (1 1/2) times the hourly rate; and Sunday hours will be billed at two (2) times the hourly rate; holiday hours will be billed at three (3) times the hourly rate. If a Services rate sheet is attached hereto, the applicable Services rates shall be those set forth in the rate sheet. Rates are subject to change without notice.
- (c) The price does not include any federal, state or local property, license, privilege, sales, use, excise, gross receipts, or other like taxes which may now or hereafter be applicable. Purchaser agrees to pay or reimburse any such taxes which ABB or its suppliers are required to pay or collect. If Purchaser is exempt from the payment of any tax or holds a direct payment permit, Purchaser shall, upon purchase order placement, provide ABB a copy, acceptable to the relevant governmental authorities of any such certificate or permit.
- (d) The price includes customs duties and other importation or exportation fees, if any, at the rates in effect on the date of ABB's Proposal. Any change after that date in such duties, fees, or rates, shall increase the price by ABB's additional cost.

##### 3. Payment

- (a) Unless specified to the contrary in writing by ABB, payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by wire transfer to the account designated by ABB in the Proposal. ABB is not required to commence or continue its performance unless and until invoiced payments have been received in a timely fashion. For each day of delay in receiving required payments, ABB shall be entitled to a matching extension of the schedule.
- (b) If in the judgment of ABB the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, ABB may require payment in advance, payment security satisfactory to ABB and suspend its performance until said advance payment or payment security is received or may terminate the purchase order, whereupon ABB shall be entitled to receive reasonable cancellation charges. If delivery is delayed by Purchaser, payment shall be due on the date ABB is prepared to make delivery. Delays in delivery or nonconformities in any installments delivered shall not relieve Purchaser of its obligation to accept and pay for remaining installments.
- (c) Purchaser shall pay, in addition to the overdue payment, a late charge equal to the lesser of 1 1/2% per month or any part thereof or the highest applicable rate allowed by law on all such overdue amounts plus ABB's attorneys' fees and court costs incurred in connection with collection. If Purchaser fails to make payment of any amounts due under any purchase order and fails to cure such default within ten (10) days after receiving written notice specifying such default, then ABB may by written notice, at its option, suspend its performance under the purchase order until such time as the full balance is paid or terminate the purchase order, as of a date specified in such notice. In the event of suspension, cancellation or termination hereunder, ABB will be entitled to recover all costs for work performed to date, costs associated with suspension, cancellation or termination of the work and all other costs recoverable at law.

##### 4. Changes

- (a) Any changes requested by Purchaser affecting the ordered scope of work must first be reviewed by ABB and any resulting adjustments to affected provisions, including price, schedule, and guarantees mutually agreed in writing prior to implementation of the change.
- (b) ABB may, at its expense, make such changes in the Equipment or Services as it deems necessary, in its sole discretion, to conform the Equipment or Services to the applicable specifications. If Purchaser objects to any such changes, ABB shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

##### 5. Delivery

- (a) All Equipment manufactured, assembled, or warehoused in the continental United States is delivered FCA ABB point of shipment, Incoterms® 2020 unless otherwise mutually agreed in writing. Equipment shipped outside the continental United States is delivered FCA Incoterms® 2020 United States port of export unless otherwise mutually agreed in writing. Purchaser shall be responsible for any and all demurrage or detention charges.
- (b) If the scheduled delivery of Equipment is delayed by Purchaser or by Force Majeure, ABB may move the Equipment to storage for the account of and at the risk of Purchaser whereupon it shall be deemed to be delivered.

(c) Shipping and delivery dates are contingent upon Purchaser's timely approvals and delivery by Purchaser of any documentation required for ABB's performance hereunder.

(d) Claims for shortages or other errors in delivery must be made in writing to ABB within ten days of delivery. Equipment may not be returned except with the prior written consent of and subject to terms specified by ABB. Claims for damage after delivery shall be made directly by Purchaser with the common carrier.

##### 6. Title & Risk of Loss

Except with respect to Software (for which title shall not pass, use being licensed) title to Equipment shall transfer to Purchaser upon delivery according to the applicable freight term. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage with respect to the sale of Equipment shall pass from ABB to Purchaser at delivery as defined in this Agreement. With respect to a purchase order that obligates ABB to complete the installation of purchased Equipment, risk of loss for the Equipment shall pass from ABB to Purchaser at the earlier of the time Purchaser puts the installation to its specified purpose or until the completion of the installation pursuant to this Agreement.

##### 7. Inspection, Testing and Acceptance.

- (a) Any inspection by Purchaser of Equipment on ABB's premises shall be scheduled in advance to be performed during normal working hours and subject to rules and regulations in place at the ABB premises.
- (b) If the purchase order provides for factory acceptance testing, ABB shall notify Purchaser when ABB will conduct such testing prior to shipment. Unless Purchaser states specific objections in writing within ten (10) days after completion of factory acceptance testing, completion of the acceptance test constitutes Purchaser's factory acceptance of the Equipment and its authorization for shipment.
- (c) If the purchase order provides for site acceptance testing, testing will be performed by ABB personnel to verify that the Equipment has arrived at site complete, without physical damage, and in good operating condition. Completion of site acceptance testing constitutes full and final acceptance of the Equipment. If, through no fault of ABB, acceptance testing is not completed within thirty (30) days after arrival of the Equipment at the site, the site acceptance test shall be deemed completed and the Equipment shall be deemed accepted.

##### 8. Warranties and Remedies.

- (a) **Equipment and Services Warranty.** ABB warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after installation or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. The Warranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.
- (b) **Equipment and Services Remedy.** If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to ABB promptly after such discovery and within the applicable Warranty Remedy Period, ABB shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re-perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to ABB promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, ABB will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.
- (c) **Exceptions.** ABB shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re-assembly of non-ABB supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Purchaser's risk and expense. ABB shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to ABB's instructions; (iv) is comprised of materials provided by or a design specified by Purchaser; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by ABB but manufactured by others is warranted only to the extent of the manufacturer's warranty, and only the remedies, if any, provided by the manufacturer will be allowed.
- (d) **Software Warranty and Remedies.** ABB warrants that, except as specified below, the Software will, when properly installed, execute in accordance with ABB's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date of shipment and written notice of such nonconformity is provided to ABB promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, ABB shall correct the nonconformity by, at its option, either (i) modifying or making available to the Purchaser instructions for modifying the Software; or (ii) making available at ABB's facility necessary corrected or replacement programs. ABB shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Purchaser-supplied software or interfacing. ABB does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Purchaser, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".
- (e) **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED. THE REMEDIES STATED**



HEREIN CONSTITUTE PURCHASER'S EXCLUSIVE REMEDIES AND ABB'S ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY.

#### 9. Intellectual Property Infringement.

(a) ABB shall defend at its own expense any action brought against Purchaser alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by ABB (a "Process") directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Purchaser has given ABB prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Purchaser.

(b) ABB shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by ABB; (ii) any Equipment or Process supplied according to a design, other than an ABB design, required by Purchaser; (iii) any products manufactured by the Equipment or Process; (iv) any use of the Equipment or Process contrary to ABB instructions; (v) any patent issued after the date hereof; or (vi) any action settled or otherwise terminated without the prior written consent of ABB.

(c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, ABB shall, at its option and its own expense, procure for Purchaser the right to continue using said Equipment; or modify or replace it with non-infringing equipment or, with Purchaser's assistance, modify the Process so that it becomes non-infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF ABB AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

(d) To the extent that said Equipment or any part thereof is modified by Purchaser, or combined by Purchaser with equipment or processes not furnished hereunder (except to the extent that ABB is a contributory infringer) or said Equipment or any part thereof is used by Purchaser to perform a process not furnished hereunder by ABB or to produce an article, and by reason of said modification, combination, performance or production, an action is brought against ABB, Purchaser shall defend and indemnify ABB in the same manner and to the same extent that ABB would be obligated to indemnify Purchaser under this "Intellectual Property Indemnification" provision.

#### 10. Waiver of Consequential Damages.

In no event shall ABB, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages.

#### 11. Limitation of Liability.

(a) ABB's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Agreement or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair, replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Agreement, or from any services rendered in connection therewith, shall in no case (except as provided in the section entitled "Intellectual Property Indemnification") exceed the purchase order price.

(b) All causes of action against ABB arising out of or relating to this Agreement or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.

(c) In no event, regardless of cause, shall ABB be liable for penalties or penalty clauses of any description or for indemnification of Purchaser or others for costs, damages, or expenses arising out of or related to the Equipment and Services.

#### 12. Laws and Regulations.

ABB does not assume any responsibility for compliance with federal, state or local laws and regulations, except as expressly set forth herein, and compliance with any laws and regulations relating to the operation or use of the Equipment or Software is the sole responsibility of the Purchaser. All laws and regulations referenced herein shall be those in effect as of the Proposal date. In the event of any subsequent revisions or changes thereto, ABB assumes no responsibility for compliance therewith. If Purchaser desires a modification as a result of any such change or revision, it shall be treated as a change per Article 4. Nothing contained herein shall be construed as imposing responsibility or liability upon ABB for obtaining any permits, licenses or approvals from any agency required in connection with the supply, erection or operation of the Equipment. This Agreement shall in all respects be governed by, and construed, interpreted and enforced in accordance with the laws of the State of New York, USA, excluding its conflicts of laws rules and the provisions of the United Nations Convention on Contracts for the International Sale of Goods, and both parties hereby agree that any litigation concerning, arising out of, or related to this Agreement, whether claims are based on contract, tort, equity or otherwise, shall be conducted only in the state or federal courts functioning in the State of New York, Manhattan County and waive the defense of an inconvenient forum in respect to any such litigation. If any provision hereof, partly or completely, shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion hereof and these terms shall be construed as if such invalid or unenforceable provision or portion thereof had never existed.

#### 13. OSHA

ABB warrants that the Equipment will comply with the relevant standards of the Occupational Safety and Health Act of 1970 ("OSHA") and the regulations promulgated thereunder as of the date of the Proposal. Upon prompt written notice from the Purchaser of a breach of this warranty, ABB will replace the affected part or modify it so that it conforms to such standard or regulation. ABB's obligation shall be limited to such replacement or modification. In no event shall ABB be responsible for liability arising out of the violation of any OSHA standards relating to or caused by Purchaser's design, location, operation, or maintenance of the Equipment, its use in association with other equipment of Purchaser, or the alteration of the Equipment by any party other than ABB.

#### 14. Software License.

(a) ABB owns all rights in or has the right to sublicense all of the Software, if any, to be delivered to Purchaser under this Agreement. As part of the sale made hereunder Purchaser hereby obtains a limited license to use the Software, subject to the following: (i) the Software may be used only in conjunction with equipment specified by ABB; (ii) the Software shall be kept strictly confidential; (iii) the Software shall not be copied, reverse engineered, or modified; (iv) the Purchaser's right to use the Software shall terminate immediately when the specified equipment is no longer used by the Purchaser or when otherwise terminated, e.g. for breach, hereunder; and (v) the rights to use the Software are non-exclusive and non-transferable, except with ABB's prior written consent.

(b) Nothing in this Agreement shall be deemed to convey to Purchaser any title to or ownership in the Software or the intellectual property contained therein in whole or in part, nor to designate the Software a "work made for hire" under the Copyright Act, nor to confer upon any person who is not a named party to this Agreement any right or remedy under or by reason of this Agreement. In the event of termination of this License, Purchaser shall immediately cease using the Software and, without retaining any copies, notes or excerpts thereof, return to ABB the Software and all copies thereof and shall remove all machine-readable Software from all of Purchaser's storage media.

#### 15. Intellectual Property, Inventions and Information.

(a) "Intellectual Property Rights" means all current and future rights in copyrights, trade secrets, trademarks, mask works, patents, design rights, trade dress, and any other intellectual property rights that may exist anywhere in the world, including, in each case whether unregistered, registered or comprising an application for registration, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of the foregoing. "Technology" means all inventions, discoveries, ideas, concepts, methods, code, executables, manufacturing processes, unique compositions, mask works, designs, marks, and works of authorship fixed in the medium of expression, and materials pertaining to any of the preceding; whether or not patentable, copyrightable or subject to other forms of protection.

(b) ABB shall maintain all right, title and interest in any Technology and Intellectual Property Rights that ABB owned, created, conceived or discovered prior to entering into this Agreement, or owns, creates or discovers separately from the activities contemplated by this Agreement. Unless otherwise agreed in writing by ABB and Purchaser, ABB shall have all right, title and interest in any Technology and Intellectual Property Rights that ABB creates, conceives or discovers in furtherance of this Agreement, and ABB shall have all right, title and interest in any Technology and Intellectual Property Rights embodied in the Equipment and Services. Any design, manufacturing drawings or other information submitted to the Purchaser remains the exclusive property of ABB. Purchaser shall not, without ABB's prior written consent, copy or disclose such information to a third party, unless required by a public information request from a governmental body. Such information shall be used solely for the operation or maintenance of the Equipment and not for any other purpose, including the duplication thereof in whole or in part.

#### 16. Force Majeure.

ABB shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority or of Purchaser, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production, and the price will be adjusted to compensate ABB for such delay.

#### 17. Cancellation

Special order, custom designed, and made-to-order Equipment are non-cancelable and non-returnable. Any other purchase order may be cancelled by Purchaser only upon prior written notice and payment of termination charges as set forth in the cancellation schedule included in the Proposal or payment of, including but not limited to, the purchase price of the work performed prior to the effective date of notice of termination, the costs identified to the purchase order incurred by ABB for work not completed, and all expenses incurred by ABB attributable to the termination, plus a fixed sum of ten (10) percent of the final total price to compensate for disruption in scheduling, planned production and other indirect costs.

#### 18. Termination

(a) No termination by Purchaser for material default shall be effective unless, within fifteen (15) days after receipt by ABB of Purchaser's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.

(b) If the event of termination for a material default, ABB shall reimburse Purchaser the difference between that portion of the Agreement price allocable to the terminated scope and the actual amounts reasonably incurred by Purchaser to complete that scope, and Purchaser shall pay to ABB the portion of the Agreement price allocable to Equipment completed and any amounts due for Services performed before the effective date of termination.

(c) ABB may terminate the Agreement (or any affected portion thereof) immediately for cause if Purchaser becomes insolvent/bankrupt, or materially breaches the Agreement, including, but not limited to, failure or delay in Purchaser making any payment when due, or fulfilling any payment conditions.

#### 19. Export Control.

(a) Purchaser represents and warrants that the Equipment and Services provided hereunder and the "direct product" thereof are intended for civil use only and will not be used, directly or indirectly, for the production of chemical or biological weapons or of precursor chemicals for such weapons, or for any direct or indirect nuclear end use. Purchaser agrees not to disclose, use, export or re-export, directly or indirectly, any information provided by ABB or the "direct product" thereof as defined in the Export Control Regulations of the United States Department of Commerce, except in compliance with such Regulations.

(b) If applicable, ABB shall file for a U.S. export license, but only after appropriate documentation for the license application has been provided by Purchaser. Purchaser shall furnish such documentation within a reasonable time after purchase order acceptance. Any delay in obtaining such license shall suspend performance of this Agreement by ABB. If an export license is not granted or, if once granted, is thereafter revoked or modified by the appropriate authorities, this Agreement may be canceled.



# ABB

by ABB without liability for damages of any kind resulting from such cancellation. At ABB's request, Purchaser shall provide to ABB a Letter of Assurance and End-User Statement in a form reasonably satisfactory to ABB.

## 20. Assignment

Any assignment of this Agreement or of any rights or obligations under the Agreement without prior written consent of ABB shall be void.

## 21. Nuclear

Equipment and Services sold hereunder are not intended for use in connection with any nuclear facility or activity, and Purchaser warrants that it shall not use or permit others to use Equipment or Services for such purposes, without the advance written consent of ABB. If, in breach of this, any such use occurs, ABB (and its parent, affiliates, suppliers and subcontractors) disclaims all liability for any nuclear or other damage, injury or contamination, including without limitation any physical damage to a nuclear facility itself, resulting from a nuclear incident and, in addition to any other rights of ABB, Purchaser shall indemnify and hold ABB (and its parent, affiliates, suppliers and subcontractors) harmless against all such liability including, but not limited to, any physical damage to the nuclear facility or surrounding properties, if any. Consent of ABB to any such use, if any, will be conditioned upon additional terms and conditions that ABB determines to be acceptable for protection against nuclear liability including but not limited to the requirement that the Purchaser and/or its end user customer shall have complete insurance protection against liability and property damage including without limitation physical damage to a nuclear facility itself or any surrounding properties, if any, resulting from a nuclear incident and shall indemnify ABB, its subcontractors, suppliers and vendors against all claims resulting from a nuclear incident including, but not limited to, any physical damage to the nuclear facility.

## 22. Resale

If Purchaser resells any of the Equipment or Services, the sale terms shall limit ABB's liability to the buyer to the same extent that ABB's liability to Purchaser is limited hereunder. Additionally, if the end-user intends to use the Equipment or Services in connection with any nuclear facility or activity, the Purchaser shall require the end-user comply with the financial requirements under Price-Anderson Act (PAA) and secure a written release of liability which flows from the end-user to the benefit of ABB.

## 23. Environmental, Health and Safety Matters.

(a) Purchaser shall be obligated to maintain safe working conditions at its facility or location (the "Site"), including the implementing of appropriate procedures regarding Hazardous Materials, confined space entry, and energization and de-energization of power systems (electrical, mechanical and hydraulic) using safe and effective lock-out/tag-out ("LOTO") procedures including physical LOTO or a mutually agreed upon alternative method.

(b) Purchaser shall immediately advise ABB in writing of all applicable Site-specific health, safety, security and environmental requirements and procedures. Without limiting Purchaser's responsibilities hereunder, ABB has the right but not the obligation to, from time to time, review, audit and inspect applicable health, safety, security and environmental documentation, procedures and conditions at the Site.

(c) If, in ABB's reasonable opinion, the health, safety, or security of personnel or the Site is, or is likely to be, imperiled by security risks, the presence of or threat of exposure to Hazardous Materials, or unsafe working conditions, ABB may, in addition to other rights or remedies available to it, remove some or all of its personnel from Site, suspend performance of all or any part of the purchase order, and/or remotely perform or supervise work. Any such occurrence shall be considered a Force Majeure event. Purchaser shall reasonably assist in ensuring the safe departure of personnel from the Site.

(d) Purchaser shall not require or permit ABB's personnel to operate Purchaser's equipment at Site.

(e) Purchaser will make its Site medical facilities and resources reasonably available to ABB personnel who need medical attention.

(f) ABB has no responsibility or liability for the pre-existing condition of Purchaser's equipment or the Site, which is the sole responsibility of Purchaser. Prior to ABB starting any work at Site, Purchaser will provide documentation that identifies the presence and condition of any Hazardous Materials existing in or about Purchaser's equipment or the Site that ABB may encounter while performing under this Agreement. The provision of such documentation shall in no way release Purchaser from its responsibility for said conditions. Purchaser shall disclose to ABB industrial hygiene and environmental monitoring data regarding conditions that may affect ABB's work or personnel at the Site. Purchaser shall keep ABB informed of changes in any such conditions.

(g) ABB shall promptly notify Purchaser if ABB becomes aware of: (i) conditions at the Site differing materially from those disclosed by Purchaser, or (ii) previously unknown physical conditions at Site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Agreement. If any such conditions cause an increase in ABB's cost of, or the time required for, performance of any part of the work under the Agreement, an equitable adjustment in price and schedule shall be made.

(h) If ABB encounters Hazardous Materials in Purchaser's equipment or at the Site that require special handling or disposal, ABB is not obligated to continue work affected by the hazardous conditions. In such an event, Purchaser shall at its sole cost and expense eliminate the hazardous conditions in accordance with applicable laws and regulations so that ABB's work under the Agreement may safely proceed, and ABB shall be entitled to an equitable adjustment of the price and schedule to compensate for any increase in ABB's cost of, or time required for, performance of any part of the work. Purchaser shall properly store, transport and dispose of all Hazardous Materials introduced, produced or generated in the course of ABB's work at the Site.

(i) Purchaser shall indemnify ABB for any and all claims, damages, losses, and expenses arising out of or relating to any Hazardous Materials which are or were (i) present in or about Purchaser's equipment or the Site prior to the commencement of ABB's work, (ii) improperly handled or disposed of by Purchaser or Purchaser's employees, agents, contractors or subcontractors, or (iii) brought, generated, produced or released on Site by parties other than ABB.

## 24. Confidentiality.

(a) ABB and Purchaser (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Agreement. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within fifteen (15) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered ABB's Confidential Information.

(b) Receiving Party agrees: (i) to use the Confidential Information only in connection with the Agreement and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, each party shall permit access to the other's Confidential Information only to its employees who: (i) reasonably require access to Confidential Information for purposes approved by this Agreement, and (ii) have undertaken a binding obligation of confidentiality with respect to the confidentiality obligations of others entrusted to him or her, and (iii) have been apprised of the confidentiality obligations hereunder. ABB may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the purchase order. A Receiving Party may only disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Agreement entitles Receiving Party to retain an item of Confidential Information. ABB may also retain one archive copy of Purchaser's Confidential Information.

(c) The obligations under this Article 24 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.

(d) As to any individual item of Confidential Information, the restrictions under this Article 24 shall expire five (5) years after the date of disclosure. This Article 24 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

## 25. Non-Survival.

The following Articles shall not survive termination or cancellation of this Agreement: 5, 7, 8, 17 and 18. All other Articles shall survive the termination or cancellation of the Agreement.

## 26. Entire Agreement.

This Agreement constitutes the entire agreement between ABB and Purchaser. There are no agreements, understandings, restrictions, warranties, or representations between ABB and Purchaser other than those set forth herein or herein provided. As stated in Article 1 of this Agreement, ABB's Proposal, Policies, Addendum(s), if any, submitted to Purchaser, shall control over any conflicting terms. ABB specifically rejects any exceptions to this Agreement, Proposals, Policies, and/or Addendum(s) on the face of any purchase order. Purchaser shall advise ABB in writing of all conflicts, errors, omissions, or discrepancies among the Proposal, Policies, Addendum(s) and this Agreement immediately upon discovery. This Agreement shall supersede any standard, preprinted terms and conditions that are automatically attached to purchase orders issued by Purchaser.

## 27. US Government Contracts.

(a) This Article 27 applies only if the Agreement is for the direct or indirect sale to any agency of the U.S. government and/or is funded in whole or in part by any agency of the U.S. government.

(b) Purchaser agrees that all Equipment and Services provided by ABB meet the definition of "commercial-off-the-shelf" ("COTS") or "commercial item" as those terms are defined in Federal Acquisition Regulation ("FAR") 2.101. Purchaser agrees, consistent with FAR 12.212, that commercial computer software and commercial computer software documentation are licensed under ABB's Software License. To the extent the Buy America(n) Act, Trade Agreements Act, or other domestic preference requirements are applicable to this Agreement, the country of origin of Equipment is unknown unless otherwise specifically stated by ABB in this Agreement. Purchaser agrees any Services offered by ABB are exempt from the Service Contract Act of 1965 (FAR 52.222-41). The version of any applicable FAR clause listed in this Article 28 shall be the one in effect on the effective date of this Agreement.

(c) If Purchaser is an agency of the U.S. Government, then as permitted by FAR 12.302, Purchaser agrees that all paragraphs of FAR 52.212-4 (except those listed in 12.302(b)) are replaced with these Terms and Conditions. Purchaser further agrees the subparagraphs of FAR 52.212-5 apply only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the Agreement price.

(d) If Purchaser is procuring the Equipment or Services as a contractor, or subcontractor at any tier, on behalf of any agency of the U.S. Government, then Purchaser agrees that FAR 52.212-5(e) or 52.244-6 (whichever is applicable) applies only to the extent applicable for sale of COTS and/or commercial items and as appropriate for the purchase order price.

## 28. Data Protection.

(a) The parties agree that the protection of Personal Data is very important. If Purchaser discloses Personal Data to ABB, ABB shall comply with all applicable data protection laws and regulations. Purchaser shall comply with all applicable data protection laws and regulations in respect of any Personal Data it receives from ABB in the course of receiving the Equipment or Services.

(b) The parties agree that neither will withhold or delay its consent to any changes to this clause which are required to be made in order to comply with applicable data protection laws and regulations and/or with guidelines and order from any competent supervisory authority, and their application to the Equipment or Services from time to time, and agrees to implement any such changes at no additional cost to the other party.

(c) The parties acknowledge that the processing of Personal Data in accordance with this purchase order may require the conclusion of additional data processing agreements or additional data protection agreements. If and to the extent such additional data processing agreements or additional data protection agreements are not initially concluded as part of the purchase order, the parties shall, and shall ensure that their relevant affiliates or subcontractors shall, upon the other's request promptly enter into any such agreement with an affiliate, as designated by the other party and as required by mandatory law or a competent data protection or other competent authority.



# BUTLER SUPPLY

"Dedicated To Our Customers' Success"

11040 Twitty DR  
Rolla MO 65401  
www.butlersupply.com

Phone: 573 341 8545  
Fax: 573 341 8506

## Quotation

Page 1 of 3

Sold-to Party Address
CITY OF SALEM 400 N. IRON SALEM MO 65560

Ship-to Party Address
CITY OF SALEM 400 N. IRON SALEM MO 65560

Information
Quotation No.: 950497985
Document Date: 09/05/2023
Customer No.: 23198
Quoted By: TLOTT
Purchase Order No.: QUOTE MATERIAL 09/05/23
Incoterms: OT

Text Messages:

Quotation Details					
Item	Material	Description	Quantity	Unit Price	Amount

10	1899--COND2HW 2" HEAVY WALL	20 EA	821.75 C	164.35
20	183182--BLINB22SH120GLV 1-5/8 SLOT STRUT 10' GLV	50 EA	306.35 C	153.18
30	4313--DOTIMB381 3/8-16X1 HH CAP SCREW	100 EA	16.29 C	16.29
40	183251--BLINTN228ZN 3/8 TWIRL NUT	25 EA	205.35 C	51.34
50	4213--DOTIFW38 3/8 FLAT WASHER	100 EA	4.59 C	4.59
60	5588--GROD58X8 5/8"X8 FT. GROUND ROD-615880	12 EA	1954.17 C	234.50
70	11525--THOMG5 5/8" GROUND ROD CLAMP	12 EA	221.99 C	26.64
80	2619--COPP4BARESOL200 4 BARE SOLID-200'	25 EA	821.72 M	20.54
90	11337--THOMAJ2 2 IN. GROUND CLAMPS	2 EA	1328.35 C	26.57
100	6283--IRONCAPG2 2 GAL CAP	2 EA	1423.14 C	28.46
110	561--BLINB2013PAZN 2" RIGID STRUT CLAMP	12 EA	177.20 C	21.26
120	11298--BLINB822W B22 STRUT NEOP END CAP	10 EA	526.56 C	52.66
130	10067--PVCF112MA 1-1/2" MALE ADAP TYPE 40	12 EA	71.80 C	8.62
140	781--BRDP105S 1-1/2" LOCKNUT	12 EA	77.80 C	9.34
150	872--BRDP325 1-1/2 INSULATING BUSHING	12 EA	34.50 C	4.14
160	10242--PVC212 2-1/2" TYPE 40 CONDUIT	20 EA	363.82 C	72.76
170	10137--PVC212MA 2-1/2" MALE ADAP TYPE 40	6 EA	174.00 C	10.44
180	783--BRDP107S 2-1/2" LOCKNUT	6 EA	245.00 C	14.70
190	874--BRDP327 2-1/2" INSULATING BUSHING	6 EA	116.50 C	6.99
200	2583--COPP30THHN500 3/0 THHN STR. BLACK-500'	1 EA	3049.33 M	3.05
210	10234--PVC212 1-1/2" TYPE 40 CONDUIT	3,200 EA	184.00 C	5888.00



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## Quotation

### Sold-to Party Address

CITY OF SALEM  
400 N. IRON  
SALEM MO 65560

### Information

Quotation No.: 950497985  
Document Date: 09/05/2023  
Customer No.: 23198  
Quoted By: TLOTT

### Ship-to Party Address

CITY OF SALEM  
400 N. IRON  
SALEM MO 65560

Page 2 of 3

### Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
220	10058--PVC F11290WBELL 1-1/2"90 ELBOW W/BELL END	22 EA	411.75 C	90.59
230	10061--PVC F112EXP 11/2 EXPANSION COUPLING	10 EA	18.50 EA	185.00
240	10133--PVC F212EXPWMA 2-1/2" EXPANSION COUPLING	1 EA	44.25 EA	44.25
250	2750--COPP8THHNRED500 8 THHN STR RED-500'	500 EA	385.00 M	192.50
260	2726--COPP8THHNBLK500 8 THHN STR BLACK-500'	500 EA	385.00 M	192.50
270	2738--COPP8THHNGRN500 8 THHN STR GREEN-500'	500 EA	385.00 M	192.50
280	5833--HERS60020 1 QT PVC CEMENT	2 EA	14.09 EA	28.18
290	5842--HERS60420 1 QT PVC/CPVC PRIMER	2 EA	17.11 EA	34.22
300	5560--INDRP2500W-3K MULE TAPE 3000FT - 2500LB	1 EA	317.78 EA	317.78
310	5927--IDEA31340 6500' PULL ROPE	1 EA	35.00 EA	35.00
320	5932--IDEA31381 CLEARGLIDE 1-GALLON BUCKET	2 EA	21.52 EA	43.04
330	2748--COPP8THHNRED1000 8 THHN STR RED-1000'	3,000 EA	385.00 M	1155.00
340	2724--COPP8THHNBLK1000 8 THHN STR BLACK-1000'	3,000 EA	385.00 M	1155.00
350	2736--COPP8THHNGRN1000 8 THHN STR GREEN-1000'	3,000 EA	385.00 M	1155.00



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## Quotation

Since 1941

### Sold-to Party Address

CITY OF SALEM  
400 N. IRON  
SALEM MO 65560

### Ship-to Party Address

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400 N. IRON  
SALEM MO 65560

### Information

Quotation No.: 950497985  
Document Date: 09/05/2023  
Customer No.: 23198  
Quoted By: TLOTT

Page 3 of 3

### Quotation Details

Item	Material Description	Quantity	Unit Price	Amount
* Total Sales				11,638.98
Total Amount				\$ 11,638.98

- All quotations are subject to approval.
- Prices are subject to change without notice.
- Materials purchased from this quotation may not be refundable.
- Merchandise that is returned may be subject to a restocking fee.
- Projects funded with federal stimulus money may require a re-quote and price adjustments due to manufacturing requirements mandated by the US government.(FAR CODES)

**Fletcher-Reinhardt Company**

Wholesale Distributors of Electric Utility and Industrial Equipment

FLETCHER-REINHARDT CO.  
3105 CORPORATE EXCHANGE CT  
BRIDGETON, MO 63044-3722  
314-506-0700  
Fax 314-506-0705

**Quotation**

QUOTE DATE	QUOTE NUMBER
08/25/2023	S1288272
FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE CT BRIDGETON, MO 63044-3722 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	LOAD CENTER - EATON		Josh McGill	
WRITER		SHIP VIA	TERMS	EXP. DATE
Jay Turner		DIRECT	Net 30 Days	09/25/2023
ORDER QTY	DESCRIPTION		UNIT PRICE	COMMENTS
1ea	^P2D400BT42CH3R 42 Circuits, 400A, Fully Rated, 480Y/277V 3Ph 4W, Copper Bus, 14kAIC, 400A, 3P KD Main Breaker[Top Fed], Surface Mounted CONSISTING OF: 1 - 400A, 3P KD Main Breaker 2 - 50A, 2P GHB Branch Breaker 9 - 30A, 2P GHB Branch Breaker 20 - 1P GHQ Branch Provision Only 1 - Copper Main Bus, 400 Amps 1 - Std. Bolted Cu Ground Bar (Cu Cable Only) 1 - Panel Nameplate - White with Black Letters 1 - LWPQ2060 Box, Made in America 1 - Complete Assembly 1 - Type 3R Enclosure: LWPQ2060		5351.250/ea	50-52 WEEKS

*Handwritten:* BTD FOR PANEL FOR AL Brown

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	5351.25
S&H Charges	0.00
Tax	0.00
Amount Due	5351.25

**Fletcher-Reinhardt Company**

Wholesale Distributors of Electric Utility and Industrial Equipment

FLETCHER-REINHARDT CO.  
3105 CORPORATE EXCHANGE CT  
BRIDGETON, MO 63044-3722  
314-506-0700  
Fax 314-506-0705

**Quotation**

QUOTE DATE	QUOTE NUMBER
08/25/2023	S1301048
FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE CT BRIDGETON, MO 63044-3722 314-506-0700 Fax 314-506-0705	
PAGE NO.	
1 of 6	

AL  
BROWN

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	list		Josh McGill		
WRITER		SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
Bryan Kennedy		F-R WEDNESDAY-1	Net 30 Days	09/15/2023	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	COMMENTS	
20ft	2GRC10 CONDUIT, 2" GALVANIZED RIGID STEEL 10-FOOT LENGTH (BLUE TIP) WITH COUPLING		18.285/ft	FR STOCK	
50ft	^FS-200SS-PG-60 Strut Channel, 1-5/8" W, 5 ft. Lengths, Silver, Gauge: 12		46.000/ft	1-2 WEEKS	
25ea	^23-52-247 BOLT, MACH HEX HEAD 3/8" 16TPI 1"L GALV ASTM A153 W/H NUT		5.000/ea	1-2 WEEKS	
25ea	^V200-3/8 Channel Spring Nut 3/8" PACK OF 25 ZORO SELECT		2.200/ea	1-2 WEEKS	
25ea	37SFW188 3/8" 18-8 S.S. FLAT- WASHER (WFL-ATP/0.38-18)		0.100/ea	FR STOCK	
12ea	615883   6258G13 GROUND ROD- 5/8" X 8' CU CLAD STEEL REA 13 MIL SPEC (6258G13) (C615883)		24.580/ea	FR STOCK	
12ea	CP58 CLAMP, GROUND ROD, BRONZE, 5/8 REA APPROVED W/HEX HEAD (G5) *DS*		2.600/ea	FR STOCK	
** Continued on Next Page *			Subtotal		
			S&H Charges		
			Tax		
			Amount Due		

\*\* Continued on Next Page \*



## Quotation



**Fletcher-Reinhardt Company**

Wholesale Distributors of Electric Utility and Industrial Equipment

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QUOTE DATE	QUOTE NUMBER
08/25/2023	S1301048
FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE CT BRIDGETON, MO 63044-3722 314-506-0700 Fax 314-506-0705	
PAGE NO.	
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QUOTE TO:  
SALEM ELECTRIC DEPT  
400 NORTH IRON  
SALEM, MO 65560

SHIP TO:  
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CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
4368	list		Josh McGill		
WRITER		SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
Bryan Kennedy		F-R WEDNESDAY-1	Net 30 Days	09/15/2023	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	COMMENTS	
25lb	#4 SOL SD BARE CU COPPER, SOLID SOFT DRAWN BARE 25# SPOOLS (200FT/25#SP) 126.3 LBS/MFT **25# MIN**		6.200/lb	FR STOCK	
2ea	G5   TNB CLAMP- GROUND ROD, 5/8" HEX HEAD BOLT, CU CABLE RANGE: #10 SOL TO #2 STR, REA APPROVED TNB/BLACKBURN (50/CTN) *DS*		2.670/ea	FR STOCK	
2ea	E958J CAP- PVC END, 2", SCH40/80 NON-THREADED (GLUE ON) TYPE, ABB/CARLON (25/CTN)		3.600/ea	FR STOCK	
12ea	^22FP72 Strut Pipe Clamp, 2 In, Galvanized Steel ZORO SELECT		2.870/ea	2-3 WEEKS	
** Continued on Next Page *			Subtotal		
			S&H Charges		
			Tax		
			Amount Due		

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FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE CT BRIDGETON, MO 63044-3722 314-506-0700 Fax 314-506-0705	
PAGE NO.	
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CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
4368	list		Josh McGill		
WRITER		SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
Bryan Kennedy		F-R WEDNESDAY-1	Net 30 Days	09/15/2023	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	COMMENTS	
25ea	^V800NEOCPW Superstrut Channel Safety End Cap, White, PK25, Width: 1 5/8 in _ Item: End Caps Color: White Finish: Painted Material: neoprene Depth: 1 1/4 in For Use With: 1 5/8 in Strut Channels Width: 1 5/8 in ZORO SELECT ***MUST PURCHASE A PACK OF 25***		4.200/ea	2-3 WEEKS	
12ea	E943H FITTING- PVC, 1-1/2" MALE TERMINAL ADAPTER, THREADED, ABB/CARLON (25/CTN) *DS*		0.680/ea	FR STOCK	
12ea	L500 LOCKNUT, RIGID, 1-1/2" CONDUIT, THREADED STEEL (40 PCS/BX)		0.620/ea	FR STOCK	
25ea	PB500D BUSHING, PLASTIC,CONDUIT 1-1/2"		0.500/ea	2-3 WEEKS	
** Continued on Next Page *			Subtotal		
			S&H Charges		
			Tax		
			Amount Due		

**Fletcher-Reinhardt Company**

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Fax 314-506-0705

**Quotation**

QUOTE DATE	QUOTE NUMBER
08/25/2023	S1301048
FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE CT BRIDGETON, MO 63044-3722 314-506-0700 Fax 314-506-0705	
PAGE NO.	
4 of 6	

QUOTE TO:  
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CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
4368	list		Josh McGill		
WRITER		SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
Bryan Kennedy		F-R WEDNESDAY-1	Net 30 Days	09/15/2023	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	COMMENTS	
20ft	49012-010 CONDUIT, PVC, SCH40, 2-1/2" X 10' WITH ONE BELLED END (930'/LIFT) (51251) 212PVC		4.000/ft	FR STOCK	
6ea	E943K ADAPTER, CONDUIT 2-1/2" THRD MALE PVC		2.130/ea	FR STOCK	
6ea	L700 NUT, CONDUIT STEEL LOCKING 2-1/2" (50/BX)		1.980/ea	FR STOCK	
6ea	PB700D BUSHING, CONDUIT PLASTIC 2-1/2"		1.500/ea	FR STOCK	
100ft	3/0-7STR SD BARE CU PER FT COPPER, SOFT DRAWN 7 STRANDED BARE		1.260/ft	2-3 WEEKS	
3200ft	49010-010 CONDUIT- PVC, SCH40, 1-1/2" X 10' WITH ONE BELLED END, COLOR: GRAY (51151) 112PVC (2250'/LIFT) PRIME CONDUIT		2.150/ft	2-3 WEEKS	
22ea	UA9DHB BEND, CONDUIT PLASTIC w/BELLED END 1-1/2" X 90 DEG 24" RADIUS		11.200/ea	FR STOCK	
** Continued on Next Page *			Subtotal		
			S&H Charges		
			Tax		
			Amount Due		

\*\* Continued on Next Page \*

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**Quotation**

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PAGE NO.	
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CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
4368	list		Josh McGill		
WRITER		SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
Bryan Kennedy		F-R WEDNESDAY-1	Net 30 Days	09/15/2023	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	COMMENTS	
10ea	E940H COUPLING- PVC 1-1/2" SCH 40 STD TYPE, GRAY ABB/CARLON (25/CTN)		0.650/ea	FR STOCK	
1ea	E940K COUPLING- PVC, 2-1/2", SCHEDULE 40 GRAY, TNB/CARLON (20/CTN)		1.570/ea	FR STOCK	
3500ft	8 STR CU THHN RED 500' WIRE **STRANDED THHN 500'REEL 600V 8 GUAGE CU RED (500')		0.530/ft	2-3 WEEKS	
3500ft	8 STR CU THHN BLACK 500' WIRE **STRANDED THHN 500'REEL 600V 8 GUAGE CU BLACK (500')		0.530/ft	2-3 WEEKS	
3500ft	8 STR CU THHN GREEN 500' WIRE **STRANDED THHN 500'REEL 600V 8 GAUGE CU GREEN (500')		0.530/ft	2-3 WEEKS	
2qt	VC-9982 CEMENT, QUART, PVC, QUICK SET, CLEAR, CAN WITH DAUBER APPLICATOR, WINTER GRADE (12/BX-480/PLT) *DS* ABB/CARLON		16.400/qt	FR STOCK	
** Continued on Next Page *			Subtotal		
			S&H Charges		
			Tax		
			Amount Due		

\*\* Continued on Next Page \*

**Fletcher-Reinhardt Company**

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**Quotation**

QUOTE DATE	QUOTE NUMBER
08/25/2023	S1301048
FLETCHER-REINHARDT CO. 3105 CORPORATE EXCHANGE CT BRIDGETON, MO 63044-3722 314-506-0700 Fax 314-506-0705	PAGE NO.
	6 of 6

QUOTE TO:  
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SALEM, MO 65560

SHIP TO:  
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CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON	
4368	list		Josh McGill	
WRITER	SHIP VIA	TERMS	EXPIRE DATE	FREIGHT ALLOWED
Bryan Kennedy	F-R WEDNESDAY-1	Net 30 Days	09/15/2023	Yes
ORDER QTY	DESCRIPTION		UNIT PRICE	COMMENTS
12ea	VC9902 PRIMER, PVC CONDUIT PRIMER, CLEAR, SOFTENS PVC CONDUIT, PREPARES PLASTIC PIPE AND FITTING SURFACES FOR BONDING, ONE QUART SIZE (12/BX) *****12 can min (per box( MOQ)*****		20.150/ea	2-3 WEEKS
1ea	20000077 TAPE, MULE, PULLING 3/4"X3000' WOVEN POLY 2500# STR ON REEL (36/SKID) (OLD #WP2500-3000FT)		180.000/ea	FR STOCK
1ea	^31-344 Pull Line 500Lb X 2200 Ft IDEAL		135.000/ea	3-4 WEEKS
5ea	J35 LUBE, WIRE PULLING POLYWATER "J" IN 1 QUART BOTTLE (24 BT/CASE)		12.000/ea	FR STOCK

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	17098.17
S&H Charges	0.00
Tax	0.00
Amount Due	17098.17

# **Staff Summary Report**

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<b>MEETING DATE:</b>	9/12/2023
<b>AGENDA ITEM:</b>	Salt for street dept.
<b>AGENDA TITLE:</b>	Proposal for purchase of salt for street dept.

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<b>ACTION REQUESTED BY:</b>	MARK NASH
<b>ACTION REQUESTED:</b>	Acceptance of purchase for salt for street dept.
<b>SUMMARY BY:</b>	Mark Nash

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## **PROJECT DESCRIPTION / FACTS**

This salt chemical is used for snow removal. The city is purchasing 75 tons.

## **PROCUREMENT**

The city received three (3) bids. Bid one from Compass Minerals \$93.91 per ton for a total bid of \$7,043.25. Bid 2 from Kansas Salt \$110.00 per ton for a total bid of \$8250.00. Bid 3 Rock Salt USA \$123.00 per ton for a total \$9225.00

## **FISCAL IMPACTS**

This purchase will come out of Chemical Supplies in the Street Dept. Line item # 100-515-30200. There is \$18,000.00 budgeted for chemical expense.

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<b>SUPPORT DOCUMENTS:</b>	[List all additional documents that accompany this summary]
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<b>DEPARTMENT'S RECOMMENDED MOTION:</b>	Ask the Board of Alderman to accept the bid from Compass Minerals for \$93.91 per ton . Total bid is \$7,043.25
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X

**Sold-To ("Buyer"):**

Brent Young  
City of Salem  
400 N Iron  
Salem, MO 65560

**Date:** September 05, 2023  
**Document:** 199994  
**Tel:** (573) 247-6398  
**Fax:**  
**Email:** street@salem-mo.com  
**Customer #:** H708376  
**Preferred:** Email

**Compass Minerals America Inc. ("Seller") / Quotation for bulk de-icing salt (the "Product")**

Quantity (TN)	Delivery Location	Price Per Ton (USD)
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75	City of Salem 401 E. Truman Salem, MO 65560 Destination #: H708377 Delivery Lead Time: 7 days	93.91 Deliver w/o/Equipment	Depot: St. Louis - Oakley Product: BULK COARSE LA - HWY (7608) Mode of Transport: DUMP (END OR BOTTOM) Distance: 127.5 Miles
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# 7043.25

- ~Subject to prior sale
- ~Minimums will be enforced
- ~An active order must be placed a minimum of one day in advance of pick-up loads

Buyer commits to purchasing 80% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Sunday, 31 Mar 2024

**Buyer agrees to pay Seller for the Product in accordance with the price and payment terms stated above and on the reverse side of this Quotation. In the event of any direct conflict between the terms stated above and the terms on the reverse side of this Quotation, the terms stated above will control.**

Terms are NET 30 days from shipment with approved credit.

- \* This Quotation is open for acceptance for 15 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- \* Delivered price(s) via dump and based on full truck load quantities.
- \* Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only. Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- \* Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- \* Applicable taxes extra
- \* Compass Minerals America Inc. has no obligation to store the Product after 31 Mar 2024, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By;

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Austin Hilbrands  
Sales Manager 800-323-1641 x2  
Compass Minerals America Inc.

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail  
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

## Terms and Conditions of Sale

1. PARTIES. "Seller" is identified in the "Remit To", "From", or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached, or "Seller" is as otherwise defined in such document. "Buyer" is identified in the "Sold To" or similar section of the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. "Product" is described and identified in the invoice, quotation, order or similar document issued by Seller to which these Terms and Conditions of Sale relate or are attached. All applicable invoices, orders, quotations and these Terms and Conditions of Sale are referred to collectively as this "Agreement".
2. OFFER. No terms in Buyer's bid, purchase order or other form shall be binding upon Seller. Seller rejects additional/different terms in such Buyer's documents. SELLER'S OFFER IS EXPRESSLY LIMITED TO AND CONDITIONED UPON BUYER'S ACCEPTANCE OF THIS AGREEMENT.
3. PRICES; TAXES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. AMOUNTS DUE WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to "tons" mean short tons (2000 lbs.) unless otherwise specified. Any tax or other governmental charges now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of the Product are not included in Seller's price and Buyer is solely responsible for all such taxes and charges.
4. CANCELLATION. Orders, deliveries and pick-ups may be canceled by Buyer only upon: (a) written or oral notice to Seller and accepted in writing by Seller, and (b) payment to Seller of reasonable cancellation charges to be solely determined by Seller.
5. PAYMENT; CREDIT; PAST DUE ACCOUNTS. Buyer will make payment to Seller at the time and in the currency specified on Seller's quotation or invoicing document. Seller may, in its sole judgment, require such other payment terms as Seller deems appropriate, including full or partial payment in advance of shipment or by letter of credit. Credit payment terms must have the prior approval of Seller's Credit Department and must be specified in writing on Seller's invoicing document. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller reserves the right to stop shipment on notification to Buyer and to demand payment in advance or at the time of delivery or pick-up or require reasonable assurance of payment, and in the absence thereof, to cancel, without liability, further deliveries of the Product. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer for which there is no dispute will be paid without set-off for any amounts that Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller for all attorney fees and court costs in connection with default of these payment terms by Buyer.
6. DELAYS. All orders, deliveries and pick-ups are subject to Seller's ability to make the Product available at the time and in the quantities specified, and Seller shall not be liable for damages for failure to make the Product available in whole or in part or at any specific time. Seller shall not be liable for delays or defaults in delivery or making the Product available for pick-up caused by forces or events not reasonably within Seller's control (such forces and events include, without limitation, delays or defaults by carriers; extreme cold weather; partial or total failure of Seller's intended production; transportation or delivery facilities; floods, fires, storms, or other acts of God; war, an act of public enemy, or civil disturbance; strikes; lock-outs; shortages of labor or raw materials and supplies (including fuel); acts or omissions of Buyer; action of any governmental authority; or any other force majeure event). Buyer shall be liable for any added expenses incurred by Seller because of Buyer's delay in furnishing requested information to Seller, delays resulting from changes requested by Buyer, or delay in unloading shipments at the delivery point that are the fault of Buyer.
7. SHIPMENT COSTS/TRANSPORTATION MATTERS. Unless otherwise specified on Seller's invoicing document, all transportation charges, including, without limitation, Seller's and carrier's charges for notification prior to delivery, demurrage, switching, detention, delay in unloading, diversion, or reconsignment shall be the sole responsibility of Buyer. Buyer will assume title and risk of loss concurrently in accordance with Seller's invoicing document. ON PASSAGE OF TITLE, BUYER IS THEN RESPONSIBLE FOR PROPER PROTECTION OF THE PRODUCT AND COMPLIANCE WITH ALL LAWS, RULES AND REGULATIONS APPLICABLE TO THE STORAGE, USE, AND HANDLING OF THE PRODUCT AND WILL INDEMNIFY SELLER AGAINST ALL CLAIMS FOR PERSONAL INJURIES OR PROPERTY DAMAGE ARISING FROM THE STORAGE, USE OR HANDLING OF THE PRODUCT. Claims for damage or shortage in transit must be made by Buyer against the carrier. Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. If railcars are used to deliver the Products, upon transfer of the Product's risk of loss to Buyer, Buyer is solely responsible for the care, condition, damage or loss of railcars until the railcars are released empty by Buyer to the rail carrier. Without Seller's prior written approval, neither Buyer nor any of its employees or agents will divert or export any such railcar to anywhere outside the continental U.S. Even with such approval, Buyer remains fully responsible for and shall promptly reimburse Seller for all claims, losses, costs, expenses, liabilities, penalties, demands and taxes directly caused by or incidental to such use of the railcars by Buyer.
8. WARRANTY/TIME FOR MAKING CLAIMS. Seller warrants only that it will convey good title to the Product Buyer receives and that, at the time of shipment, the Product will conform to the published specifications of Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER AND SELLER HEREBY DISCLAIMS ALL SUCH OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to the Product, the warranty, or any other claim under this Agreement within thirty (30) days of receipt of the Product or such claim is waived. In the event of an alleged breach hereof by Seller, the sole remedy available to Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then Buyer shall be entitled only to a refund of the amounts paid to Seller attributable to such defective Product that Buyer receives. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to the Product will be commenced more than one (1) year after such cause of action accrues.
9. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE NET PURCHASE PRICE ACTUALLY PAID TO SELLER ATTRIBUTABLE TO THE PRODUCT INVOLVED. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, EVEN IF SUCH CLAIM IS THE RESULT OF SELLER'S OWN NEGLIGENCE. Buyer assumes all risks and liability for any damage, loss, or penalty resulting from the use of the Product delivered hereunder in manufacturing processes of Buyer or in combination with other substances or otherwise.
10. INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE PRESENT OR FUTURE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, "INDEMNIFIED PARTIES"), FROM ALL CLAIMS, LIABILITIES, DAMAGES, DEATH (INCLUDING, WITHOUT LIMITATION, DEATH OF SELLER'S EMPLOYEES), SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES), FINES, AND PENALTIES (COLLECTIVELY, "LOSSES"), IN CONNECTION WITH THIS AGREEMENT REGARDLESS OF CAUSE ("BUYER'S INDEMNIFICATION OBLIGATION"). TO THE FULLEST EXTENT PERMISSIBLE BY LAW, BUYER'S INDEMNIFICATION OBLIGATION APPLIES EVEN IF LOSSES ARE THE RESULT OR ALLEGED RESULT OF THE NEGLIGENCE, ACTIVE OR OTHERWISE, OF THE INDEMNIFIED PARTIES.
11. SECURITY INTEREST. Buyer grants to Seller, and Seller retains, a security interest in the Product and the proceeds thereof, until the purchase price therefor is fully paid. Seller may file any financing statements and give notice of such security interest to third parties as Seller may determine to be necessary to perfect such security interest.
12. VALID CONTRACT. Buyer warrants and represents that (a) this Agreement is a valid and enforceable contract, (b) proper authorization has been obtained for Buyer to enter into this Agreement, and (c) each individual executing this Agreement on behalf of Buyer is properly authorized to bind Buyer to the terms of this Agreement. Buyer agrees that Seller negotiated and dealt with Buyer in good faith in entering into this Agreement, and that the Product price determined by this Agreement is fair and reasonable. Payment for Products received through the notice date will not limit, in any respect, Seller's ability to recover additional amounts from Buyer for damages incurred as a result of Buyer's breach of this Agreement or the warranties and representations made by Buyer in this Agreement.
13. PROCUREMENT AND BIDDING. Buyer warrants and represents that Buyer has fully complied with all procurement and bidding laws, rules, regulations and procedures, if applicable. In the event Buyer claims that this Agreement, the underlying transaction or any provision thereof is invalid or void due to Buyer's failure to comply with any applicable requirements under state or local laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, Buyer agrees that it will timely submit payment, at the price stated in this Agreement, for all Products received through and including the date that it provides written notice to Seller of such failure. In the event that Buyer provides written notice to Seller of failure to comply with applicable laws related to procurement or bidding, or in the event Buyer fails to obtain any authorization required to enter into this Agreement, the parties agree that Seller will immediately cease performing under this Agreement and will provide Buyer with no further Products unless and until both parties agree in a writing separate from this Agreement.
14. EXPORT CONTROLS AND REGULATION: With regard to any Product that is of U.S. origin, Buyer acknowledges that export or reexport of any product provided by Seller is subject to U.S. export regulations. Buyer represents and warrants that it is not on, or associated with any organization on the U.S. Department of Commerce's Bureau of Industry and Security's Denied Persons List or Unverified List; or any prohibited party list maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of Commerce, or the U.S. Department of State. Buyer shall not export or reexport any Compass Minerals products to any prohibited party or to any restricted country.
15. LEGAL COMPLIANCE. Buyer and its employees, representatives, and agents will: (a) comply with all applicable federal, state, provincial, local and foreign laws and regulations of any governments, governmental bodies or regulatory agencies including, without limitation, export control laws, the U.S. Foreign Corrupt Practices Act and the U.S. Patriot Act, as amended from time to time (collectively, the "Laws"); (b) will not subject Seller to any claim, penalty or loss of benefits under the Laws; and (c) will cooperate with Seller in any audit or inspection relating to the Laws. Upon Seller's request, Buyer will deliver a certificate to Seller in a form provided by Seller, certifying such matters as requested by Seller, as required by the Laws, or pertaining to Buyer's intended use of the Product as represented to Seller.
16. MISCELLANEOUS. Matters arising out of or in connection with this Agreement or a sale contemplated in connection with this Agreement will be governed by the laws of the state of Kansas, USA without regard to conflicts of law rules, and Buyer and Seller consent to the jurisdiction of Johnson County, Kansas courts. The United Nations Convention on the International Sale of Goods shall not apply to the transactions under this Agreement. The parties have expressly required that this Agreement and all documents and notices relating hereto be drafted in English. Buyer shall not assign this Agreement without Seller's prior written consent. This Agreement constitutes the entire agreement regarding the subject matter hereof; no modification may be made, unless in writing and signed by the parties; and no acknowledgment or acceptance of Buyer's purchase order or other forms containing different, additional, or conflicting terms shall have force or effect. Seller's failure to enforce any provision of this Agreement will not be a waiver of its right to enforce such provision or any other provision then or thereafter. Any provision intended to survive including, without limitation, Sections 7 through 15 (inclusive), shall survive this Agreement's termination or expiration and the consummation of the transactions contemplated hereunder. In the event any provision or part of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

## Re: Kansas Salt Quote

Street <street@salemмо.com>

Tue 9/5/2023 11:49 AM

To: Ryan Bauer <ryan@kansassalt.com>

Ok, thank you.

---

**From:** Ryan Bauer <ryan@kansassalt.com>

**Sent:** Tuesday, September 5, 2023 11:44 AM

**To:** Street <street@salemмо.com>

**Subject:** Kansas Salt Quote

You would be \$110/ton delivered to Salem,MO, for 75 tons of bulk Road Salt. Let me know if you have any questions.

Ryan

TOTAL  
\$250.00

## Rock salt

mark@rocksaltusa.com <mark@rocksaltusa.com>

Tue 9/5/2023 11:53 AM

To:Street <street@salemco.com>

Brent, I can deliver 75 tons of bulk rock salt to Salem MO. For \$123.00 per ton.

Thanks,

# Rock Salt USA®

*A division of Chick Enterprise inc.*

Mark Chick

2354 North Lindbergh Blvd.

St. Louis, MO 63114

Phone: 314-736-5111

Fax: 314-428-4809

mark@rocksaltusa.com



TOTAL:  
\$9225.00

# **Staff Summary Report**

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<b>MEETING DATE:</b>	September 12, 2023
<b>AGENDA ITEM:</b>	New and Miscellaneous Business
<b>AGENDA TITLE:</b>	T-Hangar Construction Contract

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<b>ACTION REQUESTED BY:</b>	City Administrator
<b>ACTION REQUESTED:</b>	Approval of Construction Contract with BuildTec Construction, LLC for Construction of the 6-unit T-Hangar at Salem Memorial Airport K33
<b>SUMMARY BY:</b>	Sally Burbridge

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## **PROJECT DESCRIPTION / FACTS**

Approval of Aviation Project Consultant Agreement and Supplemental Agreement 1 between City and HW Lochner Inc. for T-hanger Construction at Airport was approved during the February 14, 2023, and August 8, 2023, Board of Alderman meetings respectively.

On July 11, 2023, the Board of Aldermen approved the bid from BuildTec Construction, LLC in the amount of \$624,900.00 from a total of 5 bids received for the project. The Engineer's Estimate was \$695,000.00.

## **PROCUREMENT**

Request for Bids was advertised in The Salem News, on the City's Website Bids page, and through Drexel Technologies, Construction Plans pages (this is a construction plans clearing house that many companies that bid large projects use). Acceptance of Bids closed on Tuesday, May 30 at 11:00 am and bids were opened on that same day at 11:15 am at the City Hall Council Chambers.

## **FISCAL IMPACTS**

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

Budget Account #560-501-70192 Capital Outlay – Hangar/Apron which currently has \$769,500.00 budgeted in the Airport Fund.

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<b>SUPPORT DOCUMENTS:</b>	Contract Documents/Specifications for Salem Memorial Airport K33, MoDOT Project No. 23-066A-1, Construct 6 Unit T-Hangar
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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve the Contract with BuildTec Construction, LLC for the construction of the 6 Unity T-Hangars at Salem Memorial Airport K33 in the amount of \$624,900.00.

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**BILL NO. 3573**

**ORDINANCE NO. 3573**

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND BUILDTEC CONSTRUCTION, LLC FOR THE CONSTRUCTION OF 6 T-HANGARS AT THE SALEM MEMORIAL AIRPORT (K33), STATE BLOCK GRANT PROJECT NO. 23-066A-1.

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

**Section 1.**

The Mayor is hereby authorized to sign and execute on behalf of the City of Salem, Missouri an Agreement for \$624,900.00, between the City of Salem, Missouri and Buildtec Construction, LLC., for the construction of 6 T-Hangars at the Salem Memorial Airport (K33), according to terms as presented in “Exhibit A” incorporated herein.

**Section 2.**

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 26<sup>th</sup> DAY OF SEPTEMBER 2023.

APPROVED:

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**Greg Parker**  
**Mayor**

ATTEST:

APPROVAL AS TO FORM:

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

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

**“EXHIBIT A”**

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

THIS AGREEMENT, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, is **X**

**BY AND BETWEEN**

the OWNER: **City of Salem, Missouri**  
**400 N. Iron Street**  
**Salem, MO 65560**

And the CONTRACTOR: **BuildTec Construction, LLC**  
**17250 State Route H**  
**St. James, MO 65559**

**WITNESSETH:**

WHEREAS it is the intent of the Owner to make improvements at the **Salem Memorial Airport (K33)** generally described as follows;

**Construct 6-Unit T-Hangar**

hereinafter referred to as the Project.

NOW THEREFORE in consideration of the mutual covenants hereinafter set forth, OWNER and CONTRACTOR agree as follows:

**Article 1 – Work**

It is hereby mutually agreed that for and in consideration of the payments as provided for herein to the CONTRACTOR by the OWNER, CONTRACTOR shall faithfully furnish all necessary labor, equipment, and material and shall fully perform all necessary work to complete the Project in strict accordance with this Contract Agreement and the Contract Documents.

**Article 2 – Contract Documents**

CONTRACTOR agrees that the Contract Documents consist of the following: this Agreement, General Provisions, Supplementary Provisions, Specifications, Drawings, all issued addenda, Notice to Bidders, Instructions to Bidders, Proposal and associated attachments, Performance Bond, Payment Bond, Wage Rate Determinations, Insurance certificates, documents incorporated by reference, documents incorporated by attachment, and all OWNER authorized change orders issued subsequent to the date of this agreement. All documents comprising the Contract Documents are complementary to one another and together establish the complete terms, conditions and obligations of the CONTRACTOR. All said Contract Documents are incorporated by reference into the Contract Agreement as if fully rewritten herein or attached thereto.

**Article 3 – Contract Price**

In consideration of the faithful performance and completion of the Work by the CONTRACTOR in accordance with the Contract Documents, OWNER shall pay the CONTRACTOR an amount equal to:

Six Hundred Twenty Four Thousand  
Nine Hundred Dollars and Zero Cents  
(Amount in Written Words)

(\$ 624,900.00 )  
(Amount in Numerals)

subject to the following;

- a. Said amount is based on the schedule of prices and estimated quantities stated in CONTRACTOR'S Bid Proposal, which is attached to and made a part of this Agreement;
- b. Said amount is the aggregate sum of the result of the CONTRACTOR'S stated unit prices multiplied by the associated estimated quantities;
- c. CONTRACTOR and OWNER agree that said estimated quantities are not guaranteed and that the determination of actual quantities is to be made by the OWNER'S ENGINEER;
- d. Said amount is subject to modification for additions and deductions as provided for within the Contract General Provisions.

#### **Article 4 – Payment**

Upon the completion of the work and its acceptance by the OWNER, all sums due the CONTRACTOR by reason of faithful performance of the work, taking into consideration additions to or deductions from the Contract price by reason of alterations or modifications of the original Contract or by reason of "Extra Work" authorized under this Contract, will be paid to the CONTRACTOR by the OWNER after said completion and acceptance.

The acceptance of final payment by the CONTRACTOR shall be considered as a release in full of all claims against the OWNER, arising out of, or by reason of, the work completed and materials furnished under this Contract.

OWNER shall make progress payments to the CONTRACTOR in accordance with the terms set forth in the General Provisions. Progress payments shall be based on estimates prepared by the ENGINEER for the value of work performed and materials completed in place in accordance with the Contract Drawings and Specifications. Progress payments are subject to retainage requirements as set forth in the General Provisions.

#### **Article 5 – Contract Time**

The CONTRACTOR agrees to commence work within ten (10) calendar days of the date specified in the OWNER'S Notice to Proceed. CONTRACTOR further agrees to complete said work within **one hundred eighty (180) calendar days for submittals, concrete mix design, material procurement and delivery from the date of the Notice-To-Proceed for PROCUREMENT and ninety (90) calendar days for all construction activities from the date of the Notice-to-Proceed for CONSTRUCTION.**

It is expressly understood and agreed that the stated Contract Time is reasonable for the completion of the Work, taking all factors into consideration. Furthermore, extensions of the Contract Time may only be permitted by execution of a formal modification to this Contract Agreement in accordance with the General Provisions and as approved by the OWNER.

#### **Article 6 – Liquidated Damages**

The CONTRACTOR and OWNER understand and agree that time is of the essence for completion of the Work and that the OWNER will suffer additional expense and financial loss if said Work is not completed within the authorized Contract Time. Furthermore, the CONTRACTOR and OWNER recognize and understand the difficulty, delay, and expense in establishing the exact amount of actual financial loss and additional expense. Accordingly, in place of requiring such proof, the CONTRACTOR expressly agrees to pay the OWNER as liquidated damages the non-penal sum of **one thousand seven hundred dollars (\$1,700)** per day for each calendar day required in excess of the authorized Contract Time.

Furthermore, the CONTRACTOR understands and agrees that;

- a. the OWNER has the right to deduct from any moneys due the CONTRACTOR, the amount of said liquidated damages;
- b. the OWNER has the right to recover the amount of said liquidated damages from the CONTRACTOR, SURETY or both.

#### **Article 7 – CONTRACTOR’S Representations**

The CONTRACTOR understands and agrees that all representations made by the CONTRACTOR within the Proposal Form shall apply under this Agreement as if fully rewritten herein.

#### **Article 8 – CONTRACTOR’S Certifications**

The CONTRACTOR understands and agrees that all certifications made by the CONTRACTOR within the Proposal shall apply under this Agreement as if fully rewritten herein. The CONTRACTOR further certifies the following;

**a. Certification of Eligibility (29 CFR Part 5.5)**

- i. By Entering into this contract, the CONTRACTOR certifies that neither he or she nor any person or firm who has an interest in the CONTRACTOR’S firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1);
- iii. The penalty for making false statements is prescribed in the U.S. Criminal Code 18 U.S.C.

**b. Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)**

The federally-assisted construction CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Bidder agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that it will retain such certifications in its files.

#### **Article 9 – Miscellaneous**

- a. CONTRACTOR understands that it shall be solely responsible for the means, methods, techniques, sequences and procedures of construction in connection with completion of the Work;
- b. CONTRACTOR understands and agrees that it shall not accomplish any work or furnish any materials that are not covered or authorized by the Contract Documents unless authorized in writing by the OWNER or ENGINEER;
- c. The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties;
- d. OWNER and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

#### **Article 10 – OWNER’S Representative**

The OWNER’S Representative, herein referred to as ENGINEER, is defined as follows:

**Lochner  
16105 W. 113<sup>th</sup> Street  
Suite 107  
Lenexa, KS 66219**

Said ENGINEER will act as the OWNER'S representative and shall assume all rights and authority assigned to the ENGINEER as stated within the Contract Documents in connection with the completion of the Project Work.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have executed five (5) copies of this Agreement on the day and year first noted herein.

**OWNER**

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

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

*Signature*

\_\_\_\_\_  
*Title of Representative*

ATTEST:

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

*Signature*

\_\_\_\_\_  
*Title*

**CONTRACTOR**

Name: BuildTec Construction, LLC

Address: P.O. Box 355  
17250 State Route H  
St. James, MO 65559

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

*Signature*

President  
*Title of Representative*

ATTEST

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

*Signature*

Vice President  
*Title*

Please see the Presentation tab under Agendas and Minutes, 09/12/2023  
Aldermen Meeting, on the City website for T-Hangar Contract  
Documents/Specifications.

# **Staff Summary Report**

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**MEETING DATE:** 9/12/2023

**AGENDA ITEM:**

**AGENDA TITLE:**

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**ACTION REQUESTED BY:** STACEY HOUSTON

**ACTION REQUESTED:** Review & Approve Request for Funding - Dent County Extension

**SUMMARY BY:** Stacey Houston

---

## **PROJECT DESCRIPTION / FACTS**

With the adoption of the City's fiscal year 2023-2024 budget, changes have been made to the process for funding community support. Each entity or organization must apply for the funds that are in the "Community Support" budget of \$20,000.

Dent County Extension is requesting \$5,800 of those funds to be used for the 4-H Program which hosts 4 clubs within Dent County, which are open to city of Salem youth. The City has contributed \$5,800 to Dent County Extension for several years.

The funds cover the expenses towards the 4-H Program to support the 4-H Coordinator position, which is shared between the county and university. The funds also support the broader program efforts of Dent County Extension, for programs held for City of Salem residents. The program supports youth engagement and leadership through the Dent County 4-H program.

## **PROCUREMENT**

N/A

## **FISCAL IMPACTS**

This will be paid out of Non-Departmental, Community Support, Line item 100-512-50125 with a budget amount of \$20,000.

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**SUPPORT DOCUMENTS:** Request for Funding Application, 2022 Annual Report

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve the Request for Funding of \$5,800 or choose to contribute a different amount.

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**CITY OF SALEM**  
**REQUEST FOR FUNDING APPLICATION**  
CITY ALDERMEN COMMUNITY SUPPORT FUNDS

**TO:**

**CITY OF SALEM**  
**FINANCE DEPARTMENT**  
**400 N. IRON, ST.**  
**SALEM, MO 65560**  
or  
[finance@salem\\_mo.com](mailto:finance@salem_mo.com)

Agreement with City must be current (if applicable). Documents to be included with Funding Application:

- Board of Directors and Key Staff
- Certificate of Insurance must be current (if applicable)
- Most recent audited financial statement (if applicable)
- Provide a copy of the most recent tax form filed with the IRS by your Organization (e.g., Form 990)
- Explanation of tax-exempt revocation (if applicable)

Additional documents to be included with Funding Application if this is organization's first funding request or if the city does not currently have these documents on file:

- Organization By Laws
- IRS Non-Profit Status Letter
- W-9 (information provided on this document will control to who and where funds are issued if granted by the Board of Aldermen)

If your entity does not have any of the above documents, a funding request may still be submitted and may be considered for funding by the Aldermen. If funded, disbursement of funds may be on a reimbursement basis upon submittal of satisfactory documentation of expenditures or the city may administer funds on behalf of the entity.

If your entity received funding during the previous fiscal year (July to June), has your entity provided a report to the Board of Aldermen? If not, a report must be provided prior to consideration of a new funding request. To schedule your presentation to the Board or provide a written report, please contact Tammy Koller, City Clerk, 729-5211, [cityclerk@salem\\_mo.com](mailto:cityclerk@salem_mo.com).

Upon receipt of the funding application, the request will be included with the next scheduled Alderman meeting. The entity will be advised of the date of the meeting to present the funding request and must be available to address Board questions. If funding is approved, the entity must request the disbursement of funds via an invoice to the City. The request for disbursement should be submitted to Stacey Houston, Finance Director, City of Salem, 400 N. Iron St., Salem, MO 65560 or [finance@salem\\_mo.com](mailto:finance@salem_mo.com).

To be included in the annual budget process, applications must be received by August 31, 2023.

Questions? Please contact Stacey Houston, Finance Director, 573-729-4811 or [finance@salem\\_mo.com](mailto:finance@salem_mo.com)

**CITY OF SALEM**  
**REQUEST FOR FUNDING APPLICATION**  
 CITY ALDERMEN COMMUNITY SUPPORT FUNDS

Today's Date:	8/31/2023
Organization Name:	Dent County Extension
Name of Project/Program/Event:	4-H

**FUNDING REQUEST INFORMATION**

Describe the need for the funding:

This funding supports youth engagement and leadership through the Dent County 4-H program. Communities reap long-term benefits by supporting programs like 4H. Youth engaged in the program are 60% more likely to vote than non-engaged peers, and young people in 4H are involved in twice as many leadership roles than non-4H peers. In addition to 4-H, the Dent County Extension provides training and support for ag business, civic engagement and leadership, business development, nutrition, and health to residents of Salem.

Describe how funding would be utilized:

We would use \$5,000 towards the 4-H program to support the 4-H coordinator position, which is a shared position between the county and university. Dent County hosts 4 clubs, which are open to any city of Salem youth to join any club in the county, serving 167 youth and 53 adult volunteers. The remaining \$1,800 would support the broader program efforts of Dent County Extension, for programs that are held for City of Salem residents. Our programs have always been a partnership that leverages small contributions from partners for the broader goal of education and quality of life for Salem and Dent County residents.

Location of project site (maps may be attached)

How will success of the project be measured?

We annually report the number of youth involved in 4-H, projects completed by students, number of residents involved in Extension programs, and outcomes from program evaluations about the impact within Salem and Dent County.

Total Amount Requested:

\$5,800

Minimum Amount

to make project:

\$5,800

Date Funding Required:

Dec. 15, 2023

Can project be phased? If so, describe the phases including timelines.

PROJECT TYPE	START DATE	END DATE	AMOUNT REQUESTED	+	MATCHING FUNDS	=	TOTAL PROJECT BUDGET
Construction/Renovation							
Design/Engineering							
Equipment							
Vehicle							
Special Program or Event – attach detailed description, budget and marketing materials/brochures for program or event							
<b>TOTALS</b>							

**CITY OF SALEM**  
**REQUEST FOR FUNDING APPLICATION**  
 CITY ALDERMEN COMMUNITY SUPPORT FUNDS

ORGANIZATION INFORMATION						
Organization Legal Name: University of Missouri Extension - Dent County				Website: www.extension.missouri.edu		
Organization Main Address: 112 E. 5th Street		City: Salem		State: MO	ZIP Code: 65560	
Organization <u>Mailing</u> Address: same		City:		State:	ZIP Code:	
Principal Contact: Amy Glenn			Phone Number: 573-729-3196		Fax Number:	
Title: 4-H Program Associate			Email Address: amyglenn@missouri.edu			
Chief Executive Officer (or equivalent): Kyle Case			Phone Number: 573-729-3196		Fax Number:	
Title: Council Chair			Email Address: kyleacase1@gmail.com			
What Type of Service does the Organization Provide (Check all that apply)				<input checked="" type="checkbox"/> Educational	<input type="checkbox"/> Child Care	<input checked="" type="checkbox"/> Youth Services
Housing / Homeless	Senior Services	Substance Abuse Prevention	Recreation	Economic Development	<input checked="" type="checkbox"/> Community Event	[Other]
EIN/Taxpayer ID Number: 43-0783634		Indicate Tax Status of Organization (include IRS letter of determination):		Has the Organization's tax-exempt status been revoked in the past five years? If yes, attach explanation  no		
Briefly describe mission, history and principal programs and activities of the Organization: MU Extension improves lives, businesses and communities by focusing on solving Missouri's grand challenges around economic opportunity, educational access, and health and well-being.						
Has entity received funding from the City of Salem previously? If so, when, amount received and how funds were used:  yes, \$5800 in 2022						
How many paid full-time equivalents does the Organization have? 5			How many paid part-time equivalents does the Organization have? 2			
Are Organization services and/or programs available to all residents of the City of Salem? If no or restricted, please explain. yes			Are fees charged for services?  depends on the program. Many available for free, scholarships available. 4-H is a \$20 annual cost			
Is membership in the Organization required to participate in any of the Organization programs or to be a recipient of Organization services? no			Have other organizations, firms, individuals provided or will provide funds or services for this project? If yes, please describe.  Dent County Commission			

**CITY OF SALEM**  
**REQUEST FOR FUNDING APPLICATION**  
CITY ALDERMEN COMMUNITY SUPPORT FUNDS

**REPRESENTATION**

I, Brandi Richardson, as Extension & Engagement Specialist, have the authority to submit this funding request on behalf of Dent County Extension Council, and certify that all information submitted is factual, accurate and complete to fullest extent of my knowledge. If funding is granted, a project report is required to be submitted to the Board of Aldermen.

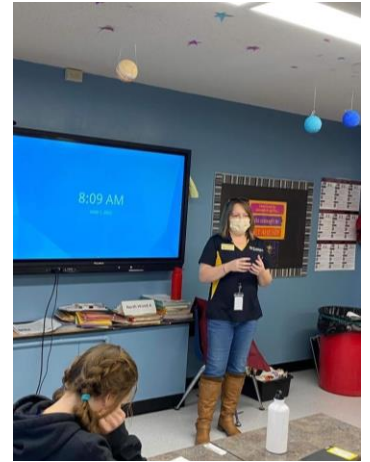
*Brandi Richardson*

Signature

8/31/23

Date

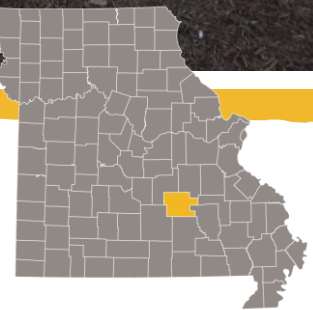
Please note - future funding requests may not be considered by the Board of Aldermen if project/service report for prior funding has not been completed in a timely manner.



UNIVERSITY OF MISSOURI EXTENSION

# Dent County

2022 ANNUAL REPORT





Office of Extension  
and Engagement  
*University of Missouri*

**OFFICE OF THE VICE CHANCELLOR  
FOR EXTENSION AND ENGAGEMENT**

108 Whitten Hall

Columbia, MO 65211

PHONE 573-882-2394

EMAIL [stewartmars@missouri.edu](mailto:stewartmars@missouri.edu)

December 2022

Dear county commissioners and friends of MU Extension and Engagement,

We have much to celebrate and anticipate in 2023. As you know, Chad Higgins is taking over from me as interim vice chancellor of extension and engagement and interim chief engagement officer for the UM System.

Chad believes in transformational leadership and change that will continue to advance the University of Missouri's land-grant mission. He has a strong team around him to support MU Extension in this time of transition.

Most important, Chad has **you** as key partners in championing our work to empower each county and community and to improve every Missourians' access to economic and educational opportunities and health and well-being.

We started our journey in 2016, reimagining what extension and engagement needed to be to meet communities' 21<sup>st</sup> century needs. Your partnership has led to a true renaissance of extension and engagement that will serve as the foundation for MU Extension's healthy future through this decade and beyond.

The challenges of the pandemic showed us how to be even more responsive and nimble. Thanks to the foresight of state leadership, we are also now in a much stronger budget position. We have the organizational, staffing and program structure in place to keep growing the value and impact of MU Extension and university engagement work at the local level.

We have made strides in each year's areas of focus: broadband, workforce development, community and mental health access and care, and now food security in this current year.

I hope you see throughout this county annual report the impact of your own partnership and hard work in these areas. I thank you for your continuing support as we recommit ourselves to do what we do best: Serve Missouri, Deliver Mizzou.

Sincerely,

Marshall Stewart, EdD  
Vice Chancellor, MU Extension and Engagement  
Chief Engagement Officer, UM System

# Who we are

## Faculty and staff



Kim Cook  
Administrative Assistant

Eric Meusch  
Field Specialist in Livestock

Sarah Hultine Massengale, Ph.D.  
County Engagement Specialist in Community Development

Amy Glenn  
Youth Program Associate

Cary Terrill  
Administrative Assistant

Stephanie Wofford  
Nutrition Program Associate

Kevin Crider  
Feral Hog Educator

Rachel Buenemann  
Nutrition and Health Specialist

Gatlin Bunton  
Field Specialist in Agronomy

Charles Ellis  
Field Specialist in Agricultural Engineering

Sarah Havens  
Field Specialist in Natural Resources

Rachel Hopkins  
Ag Business Specialist

Kate Kammler  
Field Specialist in Horticulture

Travin Shelton  
Small Business Development Center Counselor

Julie Thrasher  
Youth Specialist

Matt Herring  
East Central Regional Director

## Council members

Tracy Strange, Chairman

Kyle Case, Vice-chairman

Charlie Sue Jadwin, Secretary

Jason Jones, Treasurer

Cami Barnitz-Chapman

Janelle Blair

Randy Burrus

Kelly Chapman

Dalton Connell

Darlene Dahms

Mike Dunn

Chris Holliday

Dru Howard

Jason Jones

Betty Kunkel

Terry Phelps

Dalton Sanders

Kolson Seay

Thom Haines, State Advisory Board representative

Jim Freeman, Farm Bureau representative

Wes Mobray, Dent County Commission representative

Melissa DuBois, City of Salem representative

Vacant, MFA representative



Mizzou visits armory – University senior administrators, Dent County leaders, and local students met at the Salem Community Center @ the Armory in May to discuss rural community challenges and opportunities.)

## County commissioners

Darrell Skiles, Presiding Commissioner

Wes Mobray, First District Commissioner

Gary Larson, Second District Commissioner

# Budget and more

## Appropriations budget

### Income

County Appropriations	42,500
<b>Total Income</b>	<b>42,500</b>

### All Program Expenses

Salaries/Benefits	43,617.75
Travel	1,617
Program Expenses/Supplies	13,715.82
Capital Expense/Repairs	2678.14
<b>Total Expenses</b>	<b>61,628.71</b>

## Return on Investment

University System	200,000
Donations, Grants and Contracts	7,634
Program Revenue	7,177.78

## Key outcomes and numbers

- ✓ University of Missouri's new **Building Healthy Communities ECHO** provides a shared learning and relationship-building opportunity for communities to work collaboratively for optimal health and well-being.
- ✓ **The SNAP Education Program** brought \$10,315,347 in federal funds to Missouri.
- ✓ **154 Dent County youth** participated in the annual 4-H/FFA Expo in 2022
- ✓ MU Extension has taught **Farm Tax Workshops** for farm businesses and families to include new tax legislation, tax changes, court cases, state tax issues and additional tax issues.
- ✓ **Over 3,000 Dent County residents participated in programs or received information and assistance from MU Extension in 2022**

## MU Extension is a unique funding partnership.

Extension funding is a three-way partnership of federal, state and county government. Federal and state money, through the University of Missouri system, pay professional staff salaries, training costs, computers and communication equipment. County funds support the local office, secretarial and youth assistant salaries, staff mileage and council expenses.

The Dent County Extension Council, faculty and staff would like to express our appreciation to the Dent County Commissioners, City of Salem, and Judson Young Educational Foundation for their continued support of extension programs.



## Local Support

Did you know you can donate directly to Dent County Extension with a gift to be used immediately or as an endowment contribution for long term efforts. Monies put into the endowment are left forever to earn interest with the county office benefiting each year. You can also direct your donation to a specific program such as 4-H or Master Gardeners.



## Economic Opportunity

### 100 Acts of Kindness Challenge and Good Neighbor Week

Participants in this year's statewide 100 Acts of Kindness Challenge helped the University of Missouri Extension document 873 kindness actions between March 20 and March 26, according to David Burton, a community development specialist with MU Extension. Seventeen Dent County residents and 203 Phelps County residents participated, donating food, volunteering, helping neighbors, and many more small, but significant gestures. The Dent County Extension office and Salem Area Community Betterment Association co-sponsored small gift cards to recognize participants, and Dent County student Sierra Lerma was awarded a statewide neighboring award for her volunteerism during Good Neighbor Week. Burton notes that mental health studies on altruism indicate that doing good deeds reduces stress, improves emotional well-being, and improves physical health. Social connections are also a strong indicator for community economic development success.



Dent County residents Michelle and Kelsey Smith were local participants in the 100 Acts of Kindness challenge, helping neighbors during the week.

### Dent County JAG students participate in community asset mapping

During three class sessions with the North Wood R-4 Jobs for America's Graduates 8<sup>th</sup> graders, students completed a community asset map for their school community, worked through a visioning and action planning process, and explored grant writing opportunities to fund their ideas. One student noted, "we got to learn about Community Asset Mapping and how each aspect of our community map works with other aspects to create a successful community experience for residents!"

MU Extension Community Development support strong civic capacity by fostering belonging, contribution, collective leadership and community vitality. Strong civic muscle helps communities to collectively respond to opportunities and challenges, and create thriving, inclusive communities.



# Economic Opportunity

## Wurdack Grazing School

Grazing management is important to maintain forage productivity and animal performance. At this event, farmers learned strategies for management intensive grazing, animal husbandry and the economics of grazing. Twenty-four farmers attended the grazing school. Three of these were from Dent county.

## Farm Tax Workshops

For the past few years, MU Extension has taught Farm Tax Workshops for farm businesses and families to include new legislation, tax changes, court cases, state tax issues and additional ag issues. The workshops are designed to convey information in a concise manner using information from the IRS and the Land Grant University Tax Education Foundation. The purpose of the classes is to get relevant and helpful information to farmers so they can make decisions and be better prepared to work with their professional tax preparer.

The workshops were a combination of in person classrooms and online classes, with a total of ninety-six people. There were three people who attended the workshop in Maries County, one of which was from Maries and two from Dent County.

Farm tax education workshops benefit individuals by increasing their understanding and knowledge, leading to more informed decisions and management of taxes. Better knowledge also leads to improved communications with their tax preparers and accountants. The result is researched and timely purchases of farm expenses, optimizing income tax scenarios and improved profitability over time. Money saved in income taxes stays local and is spent in local businesses up and down main street, making a more vibrant and sustainable rural economy.



Grazing school participants learn how to evaluate forage. .

## Farmer's Consultations and Site Visits

Farmer Consultations and Site Visits: Throughout the year farmers need timely answers and advice on various forage, weed management, and agronomic issues. Forage quality assessment was one of the most common reasons for one-on-one consultations in 2022. Nitrate toxicity was a concern of many producers. Nitrate toxicity is a serious issue for grazing animals. When certain forages are exposed to cold or drought stressors they may increase the level of nitrates within the plant. An acid quick test allows you to visually assess whether or not the forage has toxic levels of nitrate and allows the producer to make informed decisions.



High nitrate levels are indicated by blue after the acid test.



# Economic Opportunity

## Integrated Pest Management Services

Each year farmers, gardeners and homeowners find that they need information and education on pest management. Weeds, insects and diseases are the primary pest problems. People who have questions about pest management will call or bring in pests to the Extension Center for identification and management options. Pest identification is the first step in developing a management plan. Pest management options are presented for the person to use to make decisions. For farmers and commercial vegetable growers, pest management can be important to profitability. For homeowners, pests may cause aesthetic concerns.

## University of Missouri Dean's Tour Visits Salem

The annual University of Missouri Deans' Tour is hosted by University of Missouri Extension to connect University administrators with rural communities around the state. This year's day-long trip included the MU Provost, leaders from departments such as the School of Law, Journalism, Engineering, Education, and MU Extension senior administrators. The tour visited the Salem Community Center @ the Armory, with presentations focused on the impact of collaboration for community health, the Welcome Home program that is working to improve housing quality, and North Wood R-IV Jobs for America's Graduates (JAG) program student leaders shared their experiences of service opportunities and public speaking. The tour continued to Union, Owensville, and Jefferson City, with additional discussions on workforce development, tourism, youth engagement, and food insecurity.



## Livestock Specialty Programs

- Drought Programs
- Show-Me Quality Assurance Training, Dent County
- Wurdack Field Day
- Cattle Grading Workshop-participants learn about the importance of parasite control, grading and marketing of feeder cattle and slaughter cows.
- Grazing Schools-Rolla, Houston, Wurdack-participants learn about strategies for management intensive grazing, animal husbandry and the economics of grazing.

## SNAP Education

The Supplemental Nutrition Assistance Program Education (SNAP-Education or SNAP-Ed) brought \$10,315,347 in federal funds to Missouri. The funds support engagement with 470,352 Supplemental Nutrition Assistance Program (SNAP) recipients and eligible citizens of Missouri. There were 317,179 direct educational contacts. This year we had 2,410,436 indirect educational contacts through newsletters, health fairs, food pantries, and the Show Me Nutrition helpline.

Participants in SNAP-Ed learn the importance of making healthier meals and snack choices, eating breakfast more often, are more willing to try new foods, increase their physical activity, and make healthier food choices. Those who practice healthy eating and are physically active are more likely to contribute to a healthy labor force and enjoy a high quality of life throughout the lifespan.

This vital programming effort also reduces healthcare costs over the participant's lifetime, saving taxpayer money in reduced public healthcare benefits and insurance premiums.

Our Nutrition Program Associates (NPAs) are also continuing to provide information about the SNAP benefits program and offer assistance with SNAP benefits applications.

922 Youth and 2,617 Adult contacts were made, for a total of 3,539 contacts in Dent County.

Left: University senior administrators, Dent County leaders, and local students met at the Salem Community Center @ the Armory in May to discuss rural community challenges and opportunities.



# Educational Access & Excellence

## Horticulture Programing in the East Central Region

In 2022, there were 4724 direct contacts through programming where participants are actively engaged in the learning process. Programs were in-person and online. Programs included home vegetable gardening, commercial vegetable production, Garden Hour with MU Extension, small fruit production, selling local foods, plant diseases, pumpkin production, weed control, and many more. There were 707 requests for horticulture information through calls, emails, walk-ins or site visits from 39 counties and 4 states.

Online programming through webinars, videos, and e-newsletters has a state and national reach. The monthly Garden Spade newsletter reaches over 2300 subscribers every month with a 20% increase in subscription during 2022. Topics include insects, weeds, landscape plants, trees, fruit, vegetables and much more. The Commercial Horticulture Video Newsletter goes out to over 900 subscribers every two weeks with 51 new videos, found on MU IPM

YouTube Channel with over 3,700 views. Topics include ordering seed, physiology, pesticide rotation, production systems, pollination, pest management, post-harvest management, and many other topics for commercial specialty crop producers.

Participants who engaged in horticulture programming learned about insects, weeds, diseases, soil health and fertility, general plant care, and variety selection. Many new gardeners learned about growing their own food, increasing consumption of healthy food and the exercise required to plant and maintain a garden.



## 4-H Members Build Skills for Future Success



Dent County 4-H clubs offer long-term educational experiences in which members learn life skills such as decision making, public speaking and working with others. Members 'learn by doing' under the guidance of adult volunteers, who teach projects ranging from computer science and arts to animal science and healthy living. Clubs also involve youth in community service, camping and educational trips. 4-H youth are engaged in programs anchored in science and equipped with the knowledge, skills, attitudes and health for the 21st century workforce.

Young people in 4-H are more likely to develop leadership and initiative skills and make connections that will better prepare them for the future. Communities reap long-term benefits by supporting programs like 4-H.

Youth must be prepared to live and work in a world we cannot completely envision – competing for jobs that do not yet exist, using technologies that have not yet been invented to solve problems that have yet to be identified. 4-H is the only youth development program with direct access to technological advances in agriculture, life sciences, engineering, learning technologies, and social sciences from the university system.



**Nutrition and Health Specialist  
Rachel Buenemann MS, RD, LD**

## Nutrition

With the **Freezer Meal Solutions** course offered in Salem (April) 12 participants reduced food waste, planned more family meals, preserved nutritious meals using freezer techniques, and developed food sharing networks. Food literacy skills like these make preparing healthy meals at home easier. Preparing meals at home is good for your health and good for the environment by reducing the amount of food ending up in the landfill. Participants reduced the amount of garbage produced from their homes by 1/3 of a bag on average after taking the course.



Freezer Meal Solutions participants tested 5 different types of freezer containers in this community cooking skills course. Containers good for freezing are: shallow, air/water tight, wide-mouthed, and shatter-proof.

**In Session 1 participants prepared a meal of: Sausage Gumbo, Corn Bread, Peach Crumble for a net cost of \$2.65/ meal**

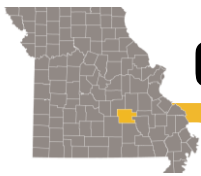
With **Home Food Preservation** courses in Salem (April, May) 11 participants learned safe, research-based practices and techniques, as well as enhance their access to an adequate supply of safe, affordable food. This leads to a healthy population, which in turn helps keep health costs in check and our communities viable.

## Physical Activity

With **Stay Strong, Stay Healthy** courses in Salem (January, February, April, July) 25 participants remained physically active through improved strength, balance and flexibility and complete activities of daily living, resulting in reduced risk for falls, better overall health and greater independence. These health benefits decrease the likelihood of a participant losing independence and entering a care facility, which costs on average \$58,000 per year in Missouri. The money saved benefits a community by keeping more discretionary income in circulation locally. It also keeps people actively and independently contributing to society and their communities longer.

**"My mood is improved since starting this class. Who knew I could do floor exercises? Getting in and out of bed each day is so much easier now."**  
– SSSH Participant





## County highlights

### Cattle Wormer Efficacy

In 2022, coordination with MU field specialists in Southern Missouri, in a state-wide research project, investigating the efficacy of cattle wormer. Working with 12 producers to sample 17 herds in 4 counties, Phelps, Dent, Texas, Crawford. There were three producers and four herds tested in Dent County.



### Building Healthy Communities ECHO

University of Missouri's new Building Healthy Communities ECHO provides a shared learning and relationship-building opportunity for communities to work collaboratively for optimal health and well-being. ECHO uses videoconferencing to connect partnerships to leverage expertise from academics, practitioners, and community member experience. Through collaboration and case-based learning, participants develop advanced skills and best practices to address issues in social determinants of health, healthy equity, community outreach, health policy, and community development. The ECHO is a monthly, free webinar open to any community member interested to improve the health of their community. Three hundred participants statewide participated during 2022.



The Building Healthy Communities ECHO is a free, monthly discussion-based webinar to learn from communities around the state working to improve health outcomes for all residents.

### Office Services in 2022

The Dent County Extension office is open Monday-Thursday, 8am-4:30 pm. Our office carries a variety of books, guide sheets, equipment rental, hay and soil testing instructions, and one-on-one technical assistance for a variety of topics. In addition to workshops, programs, and other consultations, the office handled over 800 calls and visits for information directly in the office in 2022, plus more communication handled via emails and direct calls to specialists. Our new bi-weekly email newsletter highlights programs and resources to Dent County residents, plus our county Facebook page posts daily and has reached new contacts during this year.



## County highlights

### Soil Testing Saves Money and Improves Soil Quality

**Soil Testing:** Soil testing provides farmers, gardeners and homeowners information about the fertility of their soil and recommendations on how to fertilize and lime to improve plant growth. In 2022, **over 400 soil samples were tested in Dent County.** Farmers who use soil testing have reported that yields have improved because of using their soil test results. Other farmers have reduced fertilizer inputs due to soil tests showing that fertility levels are already high. Gardeners and homeowners use soil testing to improve fruit and vegetable production or to make their lawn grow better. Soil testing is the first step in making the most of fertilizer application. Extension guides and personal consultations help people understand their soil test reports and how to use the information in the report.



### Nutrition Education in Dent County



This school year while teaching 3rd grade about the 6 main nutrients (water being one of them), it was discussed why drinking water is so important for our bodies. I had a boy who had, from day 1 stated that he only drank soda and sometimes milk, but "hated" water. So, each week we would discuss the 6 main nutrients and I think it's about week three when you discuss the water cycle pantograph with them? The next week, when I came in, the boy who was constantly stating that he only drinks soda (no matter how much I would state that it would be good for your health to trade "some" of those sodas for water, he was never budging; so, I would go on with the lesson). Well, I came in that day, and he was one of the kids with his hand up wanting to tell me something. He wanted to tell me that the weekend before his family went to the store, and he spent his own money and bought 3 cases of bottled water and they stacked them next to his bed in his bedroom because he was trading in his soda for water and his water was "off limits" to the rest of the family since he spent his own money on it. I was just amazed that an 8/9-yr. old boy would want to spend his money on water of all things! Our curriculum really made an impact on him and that made my heart smile!

We are happy to announce that Stephanie Wofford will be returning to Dent Co as an NPA and look forward in 2023 to more programming opportunities and continued progress in helping to improve the lives of Missouri families.

This vital programming effort reduces healthcare costs over the participant's lifetime, saving taxpayer money in reduced public healthcare benefits and insurance premiums. Sites served in 2022: Dent Phelps Elementary, Oak Hill Elementary, Salem Developmental Preschool, Salem Upper Elementary, Dent County Head Start, Dent County Food Stamp Office, Pathways, Salem Fitness Center, Salem Senior Center, Country Mart, and Dent County Food Stamp Office.



## County highlights

### 4-H Members Set Records at the Dent County 4-H/FFA Youth Expo

In 2022, **over 100 youth participated in the event**, which included exhibits, large and small animal shows and the sale of champions. Youth who participated in the Expo showcased their 4-H project work throughout the year. Each year, youth with livestock exhibits spend countless hours working with their animals and learning to handle their animals. Through 4-H project and club meetings they learn how to talk to others about all their 4-H projects and how to give back to their communities.



### Dent County 4-H

#### By the Numbers:

154 Youth Members

53 Adult volunteers

5 Youth Leaders

4 Clubs

### Dent County Farm Family: The Mobray's

Wes and Kendra Mobray and family of Salem were among the families honored during the 64th annual Missouri Farm Family Day, Aug. 15 at the Missouri State Fair.

The Mobray family was selected as the Dent County Missouri Farm Family by University of Missouri Extension in Dent County and the local Farm Bureau. The family includes sons, Bryce and Stetson Mobray.



# **Staff Summary Report**

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**MEETING DATE:** 9/12/2023

**AGENDA ITEM:**

**AGENDA TITLE:**

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**ACTION REQUESTED BY:** STACEY HOUSTON

**ACTION REQUESTED:** Review & Approve Request for Funding - SACBA

**SUMMARY BY:** Stacey Houston

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## **PROJECT DESCRIPTION / FACTS**

With the adoption of the City's fiscal year 2023-2024 budget, changes have been made to the process for funding community support. Each entity or organization must apply for the funds that are in the "Community Support" budget of \$20,000.

SACBA is requesting \$5,000.00 of those funds to be used for beautification. The City has contributed \$5,000 to SACBA for several years.

The funds cover the expenses to purchase fertilizer, soil, mulch, plants/bulbs, greenery to put in the 9 planters located downtown, at the swimming pool, at SACBA office, and the ONCRC Center that are maintained by the Spring Creek Garden Club. The funds also pay for someone to collect trash, mow, and prune shrubs at all Welcome To Salem signs around the Farmers Market and ONCRC Center.

## **PROCUREMENT**

N/A

## **FISCAL IMPACTS**

This will be paid out of Non-Departmental, Community Support, Line item 100-512-50125 with a budget amount of \$20,000.

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**SUPPORT DOCUMENTS:** Request for Funding Application, SACBA 2022 Budget, 2022 Annual Report, Organization Bylaws, Form 990, IRS Non-Profit Status Letter, W-9 Form, Board of Directors

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve the Request for Funding of \$5,000 or choose to contribute a different amount.

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**CITY OF SALEM**  
**REQUEST FOR FUNDING APPLICATION**  
 CITY ALDERMEN COMMUNITY SUPPORT FUNDS

Today's Date:	8/30/23
Organization Name:	Salem Area Community Betterment Association
Name of Project/Program/Event:	Beautification

**FUNDING REQUEST INFORMATION**

Describe the need for the funding:

Describe how funding would be utilized:

Location of project site (maps may be attached)

How will success of the project be measured?

See Exhibit A

Total Amount Requested: \$5,000

Minimum Amount to make project: \$5,000

Date Funding Required: 9/30/23  
 or when city disperses

Can project be phased? If so, describe the phases including timelines.

PROJECT TYPE	START DATE	END DATE	AMOUNT REQUESTED	+	MATCHING FUNDS	=	TOTAL PROJECT BUDGET
Construction/Renovation							
Design/Engineering							
Equipment							
Vehicle							
Special Program or Event – attach detailed description, budget and marketing materials/brochures for program or event							
<b>TOTALS</b>							

**CITY OF SALEM**  
**REQUEST FOR FUNDING APPLICATION**  
 CITY ALDERMEN COMMUNITY SUPPORT FUNDS

**ORGANIZATION INFORMATION**

Organization Legal Name: <b>SACBA</b>				Website: <b>Salem area betterment association</b>			
Organization Main Address: <b>200 S. Main Street</b>			City: <b>Salem</b>	State: <b>MO</b>	ZIP Code: <b>65560</b>		
Organization Mailing Address: <b>PO Box 732</b>			City: <b>Salem</b>	State: <b>MO</b>	ZIP Code: <b>65560</b>		
Principal Contact: <b>Jenna Deason</b>				Phone Number: <b>573-247-0521</b>		Fax Number:	
Title: <b>Board President</b>				Email Address: <b>Admin@salemcommunitybetterment.com</b>			
Chief Executive Officer (or equivalent): <b>Jenna Deason</b>				Phone Number: <b>573-247-0521</b>		Fax Number:	
Title: <b>President of Board</b>				Email Address: <b>same</b>			
What Type of Service does the Organization Provide (Check all that apply)				Educational		Youth Services	
Housing / Homeless	Senior Services	Substance Abuse Prevention	<input checked="" type="checkbox"/> Recreation	Economic Development	Community Event <input checked="" type="checkbox"/>	[Other] <input checked="" type="checkbox"/> <b>Beautification</b>	
EIN/Taxpayer ID Number: <b>43-1677891</b>		Indicate Tax Status of Organization (include IRS letter of determination):		Has the Organization's tax-exempt status been revoked in the past five years? If yes, attach explanation <b>No</b>			
Briefly describe mission, history and principal programs and activities of the Organization:							
Has entity received funding from the City of Salem previously? If so, when, amount received and how funds were used: <b>yes \$5,000.00 annually to buy plants and supplies as well a cleaning and maintenance for city properties</b>							
How many paid full-time equivalents does the Organization have? <b>NONE</b>				How many paid part-time equivalents does the Organization have? <b>1 - contract worker</b>			
Are Organization services and/or programs available to all residents of the City of Salem? If no or restricted, please explain. <b>yes</b>				Are fees charged for services? <b>No</b>			
Is membership in the Organization required to participate in any of the Organization programs or to be a recipient of Organization services? <b>No</b>				Have other organizations, firms, individuals provided or will provide funds or services for this project? If yes, please describe. <b>yes - Garden Club volunteers service hours and at time, monetary donations</b>			

**CITY OF SALEM**  
**REQUEST FOR FUNDING APPLICATION**  
CITY ALDERMEN COMMUNITY SUPPORT FUNDS

**REPRESENTATION**

I, Jenna Deason, as Board President, have the authority to submit this funding request on behalf of Salem Area Community Betterment Association and certify that all information submitted is factual, accurate and complete to fullest extent of my knowledge. If funding is granted, a project report is required to be submitted to the Board of Aldermen.

  
Signature

8/30/23  
Date

Please note - future funding requests may not be considered by the Board of Aldermen if project/service report for prior funding has not been completed in a timely manner.

## Exhibit "A"

SACBA is requesting \$5,000.00 to cover the expenses of the planters located downtown, at the swimming pool, at SACBA office as well as the ONCRC center.

Supplies include:

	Fertilizer	50.00
	20 Bags of soil @ 6.25	125.00
	20 Bags of mulch @ 5.00	100.00
(May)	Plants for summer	1,000.00
(Sept)	Bulbs	750.00
(Nov.)	Greenery	200.00
		<u>\$2,225.00</u>

There are 9 planters in downtown and SACBA office, 4 at the swimming pool, 3 small at SACBA office, and 2 small at ONCRC center.

A private contractor takes care of mowing and pruning shrubs at all Welcome to Salem signs, around the Farmers' Market, and ONCRC center. He also collects trash. This is currently being done by Larry Malloway. Expenses for 2022 totalled

2,711.96  
\$4,936.96

When the side walks are replaced in the downtown area, there will be a need for new planters as the existing ones do not have a bottom and cannot be moved. SACBA would hope to contribute to this cost but will need assistance from the city.

(over)

currently

The planters are<sup>1</sup> maintained by the  
Spring Creek Garden Club.

# SACBA

## Budget vs. Actuals: FY\_2022 - FY22 P&L

January - December 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
<b>Revenue</b>				
100 Donations (deleted)	31,731.59	2,500.00	29,231.59	1,269.26 %
120 Farmer's Market Dues (deleted)	2,180.00	1,500.00	680.00	145.33 %
140 Foundations (deleted)	25,744.00	12,000.00	13,744.00	214.53 %
150 Online Events (deleted)	0.00		0.00	
160 Interest (deleted)	29.89	10.00	19.89	298.90 %
180 Membership Dues (deleted)	3,570.00	3,000.00	570.00	119.00 %
220 Rent Income (deleted)	482.00	300.00	182.00	160.67 %
225 Sales of Merchandise (deleted)	3,626.71	2,500.00	1,126.71	145.07 %
230 Tourism Reimbursement (deleted)	720.00	15,500.00	-14,780.00	4.65 %
240 Special Events (deleted)	42,768.76	12,500.00	30,268.76	342.15 %
<b>Total Revenue</b>	<b>\$110,852.95</b>	<b>\$49,810.00</b>	<b>\$61,042.95</b>	<b>222.55 %</b>
<b>GROSS PROFIT</b>	<b>\$110,852.95</b>	<b>\$49,810.00</b>	<b>\$61,042.95</b>	<b>222.55 %</b>
<b>Expenditures</b>				
300 Advertising (deleted)	3,879.23	750.00	3,129.23	517.23 %
310 Memberships and Subscriptions (deleted)	250.00		250.00	
320 Credit Card Expense (deleted)		500.00	-500.00	
340 Exhibit Expense (deleted)	620.86	5,000.00	-4,379.14	12.42 %
360 Insurance (deleted)	7,750.00	0.00	7,750.00	
390 Janitorial & Trash (deleted)	3,789.00	186.00	3,603.00	2,037.10 %
400 Legal & Accounting (deleted)	69.51	100.00	-30.49	69.51 %
420 Merchandise (deleted)	2,288.64	2,000.00	288.64	114.43 %
430 Tourism Expense (deleted)	500.00	13,000.00	-12,500.00	3.85 %
440 Miscellaneous (deleted)		0.00	0.00	
480 Office Supplies & Printing	2,221.13	500.00	1,721.13	444.23 %
490 Banking Fees (deleted)	107.00	50.00	57.00	214.00 %
500 Phone (deleted)	1,646.94	2,000.00	-353.06	82.35 %
500.1 Internet (deleted)	230.60		230.60	
<b>Total 500 Phone (deleted)</b>	<b>1,877.54</b>	<b>2,000.00</b>	<b>-122.46</b>	<b>93.88 %</b>
520 Postage (deleted)	598.80	200.00	398.80	299.40 %
525 Performer's Fees (deleted)	14,986.88	17,280.00	-2,293.12	86.73 %
540 Repairs & Maintenance	3,116.56	3,000.00	116.56	103.89 %
540.1 Beautification Expense	2,711.96	4,417.00	-1,705.04	61.40 %
<b>Total 540 Repairs &amp; Maintenance</b>	<b>5,828.52</b>	<b>7,417.00</b>	<b>-1,588.48</b>	<b>78.58 %</b>
560 Special Events Expense	44,459.64	29,245.00	15,214.64	152.02 %
580 Utilities (deleted)	7,061.40	5,000.00	2,061.40	141.23 %
580.1 Propane (deleted)	4,316.57		4,316.57	
<b>Total 580 Utilities (deleted)</b>	<b>11,377.97</b>	<b>5,000.00</b>	<b>6,377.97</b>	<b>227.56 %</b>
590 Scholarships (deleted)	500.00	500.00	0.00	100.00 %
600 Volunteer Banquet Expense (deleted)	200.00	600.00	-400.00	33.33 %
900 Captial Improvements (deleted)	14,949.16	16,000.00	-1,050.84	93.43 %
<b>Total Expenditures</b>	<b>\$116,253.88</b>	<b>\$100,328.00</b>	<b>\$15,925.88</b>	<b>115.87 %</b>

# SACBA

## Budget vs. Actuals: FY\_2022 - FY22 P&L

January - December 2022

	TOTAL			
	ACTUAL	BUDGET	OVER BUDGET	% OF BUDGET
NET OPERATING REVENUE	\$ -5,400.93	\$ -50,518.00	\$45,117.07	10.69 %
NET REVENUE	\$ -5,400.93	\$ -50,518.00	\$45,117.07	10.69 %



### **2023 Salem Area Community Betterment Association board of directors**

**President:** Jenna Deason, Living the Dream Realty  
944 County Road 2630, Salem, MO 65560  
573-247-0521/[jenna.deason@gmail.com](mailto:jenna.deason@gmail.com)

**Vice President:** Sarah Massengale  
MU Extension, 2401 North Highway 19, Salem, MO 65560  
573-247-2510/[hultines@missouri.edu](mailto:hultines@missouri.edu)

**Treasurer:** Dalton Connell, Infuze Credit Union  
1 S. Dilworth St., Salem, MO 65560  
573-286-0262/[info@buckeyefarmzllc.com](mailto:info@buckeyefarmzllc.com)

**Secretary:** Michelle Smith, stay-at-home caretaker  
592 County Road 3305, Salem, MO 65560  
573-453-4332/[Celestialsky@msn.com](mailto:Celestialsky@msn.com)

Catherine Wynn, The Salem News  
162 County Road 5040, Salem, MO 65560  
573-247-0744/[catherine@thesalemnews.com](mailto:catherine@thesalemnews.com)

Liz Condray, retired teacher  
601 W. 1<sup>st</sup> Street, Salem, MO 65560  
573-247-6418/[mce3474@fidnet.com](mailto:mce3474@fidnet.com)

Tana Kettner, retired art teacher  
1106 Bay Ct., Salem, MO 65560  
573-247-0651/[tanakettner65@gmail.com](mailto:tanakettner65@gmail.com)

Danielle Norris, The Pup Stop  
758 County Road 3295, Salem, MO 65560  
573-247-5306/[daniellediehl24@yahoo.com](mailto:daniellediehl24@yahoo.com)

Mike Dunn, Guidestar Farm  
2122 County Road 2400, Salem, MO 65560  
573-729-2639/[guidestarfarm@gmail.com](mailto:guidestarfarm@gmail.com)

Thom Haines, retired Forest Service  
1555 Highway P, Salem, MO 65560  
573-247-7952/[19ranger84@gmail.com](mailto:19ranger84@gmail.com)

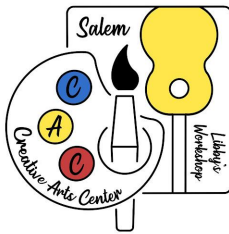
Rachel Privett, North Wood R-4 art teacher  
1208 County Road 5580, Salem, MO 65560  
573-729-8568/[rprivett80@gmail.com](mailto:rprivett80@gmail.com)

Youth Representative: Isabella Knack, [knaackisabella@gmail.com](mailto:knaackisabella@gmail.com)

Emeritus Board Member: Jerry Craig  
9710 West 125<sup>th</sup> Terrace, Overland Park, KS 66213  
573-247-6822/[gwc.mmc22@gmail.com](mailto:gwc.mmc22@gmail.com)

# 2022 Annual Report

January 31, 2023



**Prepared by:**

*C. Brett Capps*

*Sarah Massengale*

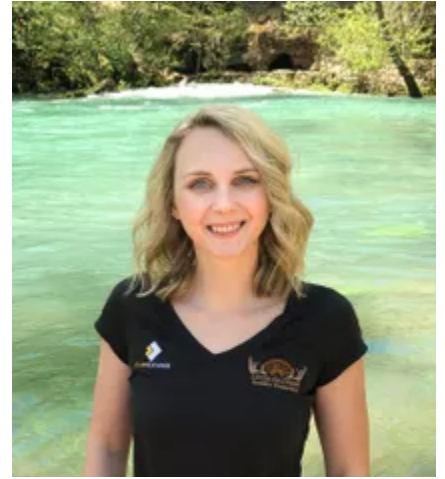
**Presented by:**

*Jenna Deason*

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## *A Message from the Chair of the Board*

Since 1994, Salem Area Community Betterment Association (SACBA) has been working to improve and enrich the Salem area through projects, volunteerism, and community engagement. Our volunteer board of directors, committee members, and project volunteers know that Salem thrives when we all work together to support our community. Our key initiatives include: Salem Area Arts Council/Creative Arts Center, Ozark Natural & Cultural Resource Center, Salem Farmers' Market, Beautification, and new this year, we have partnered to support Love Thy Neighbor and the Dent County Toy Drive as their fiscal sponsor.



We are proud of our accomplishments in 2022, and hope you see the impact of our efforts throughout our community! We welcome you to join us in 2023 - through your volunteer time, donations, and participation, we can continue to "enrich our community!"

*Jenna Deason, President & Board Chair*

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### *Mission Statement*

## **Enriching Our Community**

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© Salem Area Community Betterment Association

P.O. Box 732, Salem, MO 65560 / 200 S. Main St., Salem, MO 65560

[info@salemcommunitybetterment.com](mailto:info@salemcommunitybetterment.com)

[www.salemcommunitybetterment.com](http://www.salemcommunitybetterment.com)



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## Board of Directors

Jenna Deason, President and Board Chair

Sarah Massengale, Vice President

Becki Heathman, Secretary

C. Brett Capps, Treasurer

Joyce Bradley, Beautication Chair

Tana Kettner, Creative Arts Center Co-Chair

Mike Dunn, Salem Farmers' Market Chair

Danielle Norris, Creative Arts Center Co-Chair

Liz Condray, Ozark Natural Cultural & Resource Center Chair

Rachel Privett, Love Thy Neighbor-Dent County Chair

Dianne Godi, Dent County Toy Drive Chair

### *Directors at Large:*

Jerry Craig, Director Emeritus

Thomas Haines

Catherine Wynn



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## Our Sponsors & Partners

The Craig Family Foundation

The Family of the late Libby Sanders

The Judson Young Memorial Education Foundation

The City of Salem, Missouri

Gladden Baptist Church

Current River Cruisers

The Inman Family

First Baptist Church

Running K - Missouri

Altar Rosary Society

Salem Garden Club

L-A-D Foundation

Missouri Department of Conservation

Healthy Dent County

Community Foundation of the Ozarks

Salem Area Chamber of Commerce



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## 2022 Year in Review

*New branding and website launched  
Spring 2022*

[www.salemcommunitybetterment.com](http://www.salemcommunitybetterment.com)



*Gift of Time Awards relaunched and held  
May 7, 2022 to award for volunteerism  
during 2020-2021.*

*Fall annual fundraiser replaced with a  
"Family Feud" styled event*

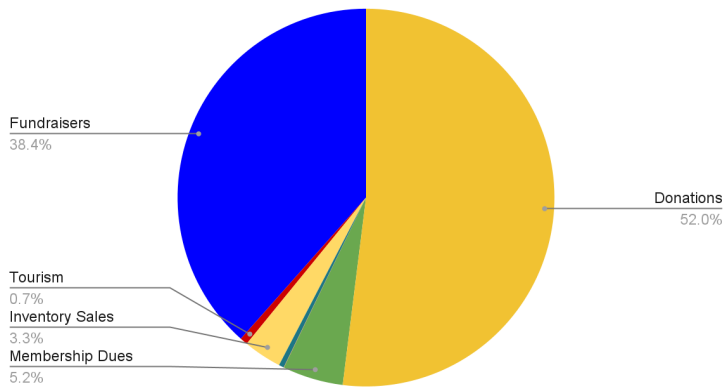


*We have invested \$14,928 in capital  
improvement projects in our facilities.*



## 2022 Financial Statistics

2022 Income Sources

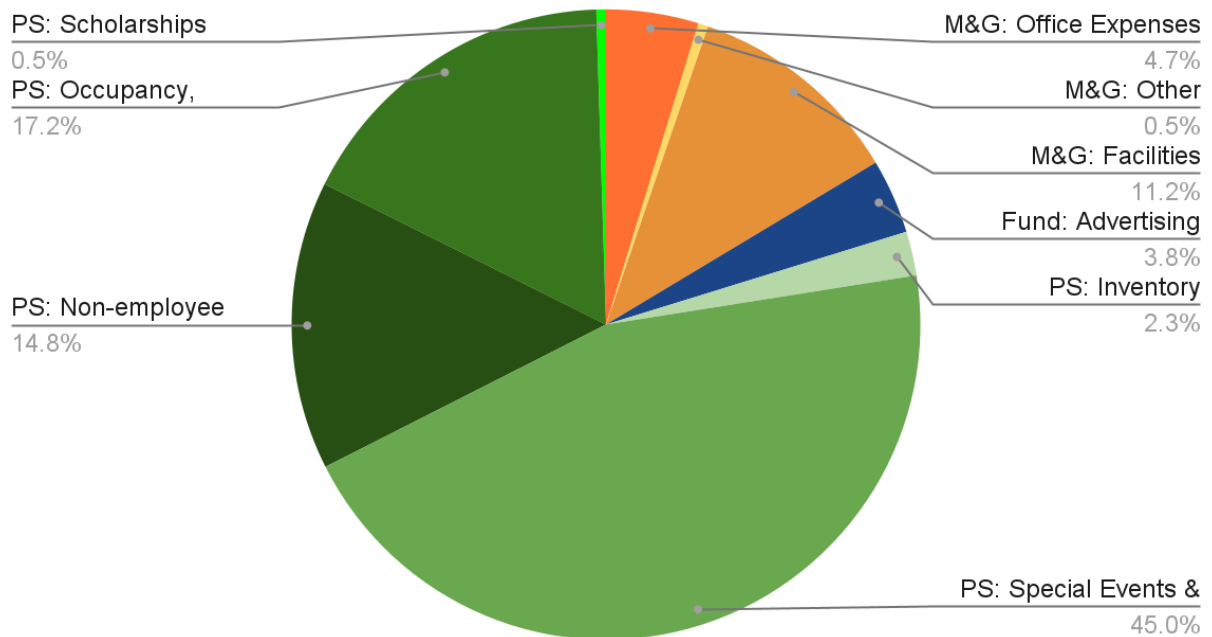


Over half of our income are donations



Over 75% of our functional expenses are directly related to programs and events held in the community.

## 2022 Functional Expenses



# SACBA PROJECTS

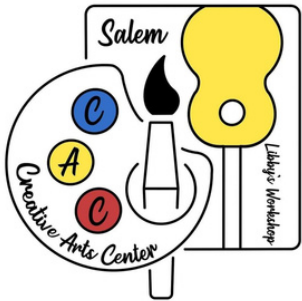
## OZARK NATURAL & CULTURAL RESOURCE CENTER

- **Thomas Hart Benton mural exhibit:** This exhibit from the MO Secretary of State's office, featured a State Historical Society speaker who shared information about Benton's life, the development of his artistic style, and his work at the state capitol.
- **New partnership with L-A-D Foundation** is creating a renewed focus on collaborating with regional natural resource agencies for programs and joint marketing. Watch for updates on a new mural project in 2023!
- **Trees & Trains:** After a 2 year hiatus due to COVID, this community favorite reopened with more than 30 holiday displays, over 80 volunteers, and 2,767 visitors from 27 states!
- **Missouri Black Bear:** The permanent mounted bear display is on loan by the U.S. Forest Service, and the special exhibit included a bear trap from the Missouri Conservation Department, a 20' x 20' floor map of the state of Missouri, to show where bears are currently found in the state, and other learning materials.



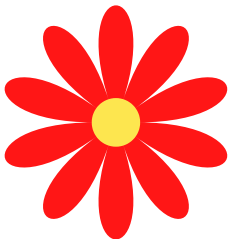
## SALEM AREA ARTS COUNCIL

- **New, diversified class offerings and events:** Including pottery, wheat weaving, and a kids' summer art camp! The CAC also hosted the winter farmers' market with special crafts activities from October-December.
- **Ongoing remodeling to the Creative Arts Center:** Thanks to lead volunteer Dan Lough, a new accessible restroom, classroom redesign, and kitchen space are enhancing the facility.



## BEAUTIFICATION

- **Making our town beautiful:** The downtown planters, Craig Plaza, and Welcome to Salem signs are maintained annually through a partnership with the City of Salem, SACBA and the Spring Creek Garden Club.



## SALEM FARMERS MARKET

- **Expanding access to local food:** New vendors, a new sign, a special extended season in partnership with the Creative Arts Center are supporting local farmers and customers. More exciting updates are planned for 2023!



## DENT COUNTY TOY DRIVE

- **New toy room:** After several years of moving around the toy drive storage, this year a community benefactor is sharing permanent, accessible storage space.
- **Serving Dent County families:** Thanks to a successful Christmas in July fundraiser and community donations, the toy drive served 110 families that included 218 children!

## LOVE THY NEIGHBOR

- **A community effort:** The 2022 event was June 5-9, and had 112 volunteers, 15 local churches, a local bluegrass band, and donations from Salem Fire Dept., Aranda's, Country Mart, Salem News, KSMO, Jones Brothers Beef, and many anonymous donors.
- **Construction projects improved housing quality for Dent County residents:** Volunteers fixed roofs, built decks and accessibility ramps, repaired fences, powerwashed, fixed gutters, and planted flowers and other landscaping.
- **Building relationships:** The youth camp was hosted during the LTN event to engage youth in grades 7-12; crews prepared meals, supported homeowners and volunteers, and handled administrative operations. The event ended with a community fun day at the city park!





**SALEM AREA COMMUNITY  
BETTERMENT ASSOCIATION**

P.O. Box 732, Salem, MO 65560 / 200 S. Main St., Salem, MO 65560

[info@salemcommunitybetterment.com](mailto:info@salemcommunitybetterment.com)

[www.salemcommunitybetterment.com](http://www.salemcommunitybetterment.com)

Decorative orange geometric shapes, including a triangle and a square, are located in the bottom right corner of the page.

ATTACHMENT TO FORM 1023 OF COMMUNITY  
BETTERMENT ASSOCIATION, INC.

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**BYLAWS OF THE**

**SALEM AREA COMMUNITY BETTERMENT ASSOCIATION, INC.**

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**ARTICLE I. MEMBERSHIP**

**Section 1.** Individuals. Any individual interested in the purpose of The Salem Area Community Betterment Association, Inc. ("the SACBA"), regardless of place of residence may become a member of the SACBA.

**Section 2.** Organizations. Any organization interested in the purpose of the SACBA may become a member of the SACBA.

**Section 3.** Fees. **Annual membership fee shall be set by the Board of Directors in January of each year. Should the Board fail to act, the fees will remain the same as the past year. - Student (18 years and under) - \$5.00; Individual - \$10.00; Family - \$25.00; Non-profit - \$25.00; Business - \$40.00; Partner - \$100.00 (Sponsor level to be listed on website and eligible for \$20 discount for any event sponsorship).**

**ARTICLE II. OFFICERS**

**Section 1.** Number. The elected officers of the SACBA shall consist of President, Vice-President, Treasurer, and Secretary.

**Section 2.** Terms. The President and Secretary shall be voted in odd years, and the Vice-President and Treasurer shall be voted in even years. Accordingly, the first elected President and Vice-President shall serve a one (1) year term, and the first elected Treasurer and Secretary shall serve a two (2) year term. Thereafter, all officers shall serve a two (2) year term.

**Section 3.** Vacancies. Any vacancies in any elected office shall be filled by appointment from a current, eligible director by a two-thirds vote from the Board of Directors for the remainder of the term

### ARTICLE III. BOARD OF DIRECTORS

**Section 1.** Role. The Board of Directors shall have control and manage the property and the activities of the organization. Each director shall assist in making policy decisions; attend scheduled board meetings; create special committees, and direct their activities; actively participate in at least one committee; plan for the organization on a short term and long term basis, including programs and services, financial, and organizational development goals; annually review the performance of the Board (including its composition, organization and responsibilities) and take steps to improve its performance; and support the Missouri Community Betterment Program objectives and policies locally and statewide.

**Section 2.** Number. The Board of Directors shall consist of the elected officers during their tenure ("officer/directors"), the immediate Past-President ("officer/director"), and **eight (8)** Independent Directors to be elected by the membership, for a grand total of 13 members of the Board of Directors. In addition, two (2) youth members may be selected by a majority vote of the Board of Directors, serving in ex-officio capacities. The Independent Directors and the officer/directors shall have an equal vote and shall be referred to as "directors". Each director shall have one vote on all matters coming before the Board of Directors.

a) Ex-Officio Members. The Board of Directors may appoint up to eight (8) Ex-Officio Members. The Ex-Officio Members may consist of representatives of local governments, civic and business organizations, schools, and any other person that the Board of Directors choose. The Ex-Officio Members will be non-voting members of the Board and shall serve at the discretion of the Board.

**Section 3.** Term. All directors shall serve a two-year term based on the date the director is appointed to the board, except youth who will serve a one (1) year term running September 1<sup>st</sup> through August 31<sup>st</sup>.

**Section 4.** Removal. Any officer, agent, or other employee elected or appointed by the Board of Directors may be removed by two-thirds vote of the full Board of Directors, with or without cause, whenever in the Board's judgment the best interests of the SACBA will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer, director, or agent shall not, of itself, create contract rights.

**Section 5.** Resignations. Any officer or director may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the SACBA, either in writing or from the email account from the officer or director's contact information. Any written notice delivered in person to the President or the Secretary shall be effective upon delivery unless otherwise provided in the notice of resignation. Written notice may be delivered by certified or registered mail, with postage thereon prepaid and a return receipt requested. Such resignation shall take effect on the date of the receipt of such notice which date of receipt shall be deemed to be the date indicated upon the registered or

certified mail return receipt, or at any later time specified therein.

**Section 6.**     Action by Resolution. The Board shall act by adoption of resolutions, which shall be passed by a majority of the directors attending the meeting in which the resolution is offered.

**Section 7.**     Chairman of the Board. The Chairman of the Board shall be the principal executive officer of the SACBA and shall provide overall direction and guidance to the Corporation. The Chairman of the Board shall preside at all meetings of the members and of the Board of Directors. The Chairman shall in general perform all duties incident to the office of Chairman of the Board and such other duties as may be prescribed by the Board of Directors from time to time. The President shall serve as the Chairman of the Board unless two-thirds (2/3) of the Board vote to install a different person as the Chairman.

**Section 8.**     Vacancies. Should a vacancy be created in the Board of Directors due to resignation, removal from office, death, or for any other reason, the vacancy shall be filled by a majority vote of the remaining Directors upon the recommendation of the Membership and Nominating Committee. A Director so elected shall serve for the unexpired term in office and until a successor shall have been elected and qualified.

**Section 9.**     Attendance. Any Director who shall fail to attend any three (3) regular meetings in any year without notice to the Secretary or President in advance of such Director's inability to attend said regular meetings shall be deemed to have offered their resignation from the Board and the position shall become vacant. Such automatic resignation shall be recorded by resolution, or board meeting minutes, during the third missed meeting, and notice given to the Membership and Nominating Committee for recommendations of the vacancy. Notices of absences can be in writing or electronic format (from the email address or cellular phone number on file) for attendance exceptions to the Secretary or President.

**Section 10.**    Compensation. No compensation shall be paid to Directors as such. No remuneration shall be paid to Directors for services performed by them for the Corporation in any capacity unless a resolution, or motion with board majority approval recorded in board meeting minutes, authorizing such remuneration to be approved by the Board of Directors before the services were rendered; or, a motion is brought to the Board for consideration after services rendered. The Director with compensation or other remuneration may bring the matter to the Board's attention; however, shall abstain from Board discussion and approval voting. Reimbursements made for materials and supplies for events on behalf of SACBA or its committees are not subject to the compensation rule; however, reimbursements for materials and supplies are also subject to board approval authorization, unless otherwise expended under an approved budget or as part of the President's emergency allowance.

#### **ARTICLE IV.   NOMINATION AND ELECTION OF OFFICERS**

**Section 1.** The Board of Directors shall appoint each year four members from the general membership to serve as the Membership and Nominating Committee and with the immediate Past- President as an ex-officio member (who shall have a vote only to break a tie). The Membership and Nominating Committee shall be determined for the next year at the annual meeting, and vacancies filled in accordance with Article V, Section 8.

**Section 2.** The Membership and Nominating Committee will present a slate of candidates of officers and directors prior to the annual meeting of the membership. Nominations will also be accepted from the floor at the annual meeting.

**Section 3.** In the event of a tie vote, another vote will be taken between the two tied candidates. In the event of a second tie, the election shall be decided by the toss of a coin, tossed once.

## **ARTICLE V. MEETINGS**

**Section 1.** Regular business, special, and Board meetings will be held as often as is considered necessary but at least four (4) times a year in addition to the annual meeting, at the call of the President. Regular business Board meetings are to be traditionally held on the second Monday of each month, unless otherwise cancelled at the discretion of the Chairman. A minimum of five days' notice will be given by the Secretary for all meetings. The board may use alternate audio/visual technology to conduct meetings or special votes as deemed appropriate.

**Section 2.** The annual meeting will be held in February each year, open to the members of the organization, for the purposes of voting for open Officer position and other matters indicated by the Board.

**Section 3.** All business shall be conducted by parliamentary law, with Roberts Rules of Order, Revised (current edition) being the authority.

## **ARTICLE VI. MEMBERSHIP VOTING RIGHTS**

**Section 1.** There will be one vote per member, limited to those persons in attendance, or by proxy vote for instances all members of the organization are asked to vote on specific matters, not fulfilled in a regular Board of Director meeting.

**Section 2.** Proxy votes must be written and signed prior to the voting date. All proxies must be submitted to the Secretary prior to the start of the meeting. The Secretary shall be the sole and final judge of the validity of any proxy and shall render a decision on the validity of all proxies prior to any vote at the meeting.

## **ARTICLE VII QUORUM**

**Section 1.** Twenty-five (25) per cent of the bona fide membership in attendance or by proxy, at the annual meeting is a quorum of the membership.

**Section 2.** At any special meeting twenty-five (25) per cent of the bona fide membership in attendance or by proxy is a quorum.

**Section 3.** At any regular Board of Directors meeting, seven (7) members in attendance of the Board of Directors shall constitute a quorum.

## **ARTICLE VIII. DUTIES OF OFFICERS AND DIRECTORS**

**Section 1.** The President. The President shall be the principal operating officer of the SACBA. The President has the responsibility for everyday affairs. It shall be the duty of the President to preside at all meetings of the membership excluding meeting of the Board of Directors, when a chairman exists as separate from the President as per Article III, Section 7, to preserve order and enforce the rules thereof; to have general supervision of the interest, the growth and development of the SACBA and to perform such other duties as are incident to his office. The President shall appoint committees as they are deemed necessary and shall be a member ex-officio of all committees except the nominating committee. The President will sign all warrants upon the Treasurer and all other documents that require signature to make them valid. The President in consultation with the Secretary, shall submit a yearly written report and file same with the Board of Directors on or before the second regular Board meeting thereafter the annual meeting of each year. Further, the President is authorized a discretionary expenditure policy to meet emergencies in SACBA business between meetings of the Board of Directors. The President may expend reasonable and appropriate emergency expenditures as part of this policy. The President and Treasurer shall keep all receipts and records for expenditures for policy compliance and is subject to the current SACBA check-writing or other disbursement authorization policy.

**Section 2.** The Vice-President. The Vice-President shall, in the absence of the President, or in the event of the President's disability, perform all duties of that office. The Vice- President shall coordinate committee functions with the committee Chairs. The Vice-President shall also oversee revisions of the Articles of Incorporation and By-Laws annually and present changes for adoption as necessary and turn over changes to the Secretary.

**Section 3.** The Secretary. The Secretary shall keep a record of the proceedings of the SACBA and the Board of Directors to be read at the respective succeeding meetings and shall report to the SACBA the transaction of all business of general importance. The Secretary shall have custody of all documents of the SACBA. The Secretary shall place notations of changes of Article of Incorporation and By-Laws on the permanent copy of each. The Secretary shall conduct the correspondence of the SACBA, prepare and send out

notices of meetings. The Secretary shall draft the yearly written report and shall present it to the President no later than the first meeting thereafter the annual meeting each year for submission to the Board of Directors. Further, it is the responsibility of the Secretary to renew all other filings, including Fictitious Name Filings, or other filings required with the Secretary of State. The Secretary shall turn over all records, documents, correspondence, and other information recorded during the term of office to the incoming Secretary of the organization.

**Section 4.**     The Treasurer. The Treasurer shall receive SACBA dues and have custody of all funds, keeping an accurate account of all receipts and disbursements, rendering a monthly account to the SACBA and the Board of Directors, and a yearly account, which has been properly audited, at the Annual Meeting. The Treasurer shall keep all financial records and complete and file all financial reports, returns, statements, Form 9-90, or other forms, required by law. The Treasurer shall deposit all funds received in such banks as may be designated by the Board of Directors without unnecessary delay. **The Treasurer shall expend money only when the disbursement has been authorized by the Board of Directors, or by approved budget,** other emergency subject to the President emergency allowance or ordinary and routine facility payment (as described in Article IX, Section 5). The Treasurer shall maintain an accurate roster of all members of the SACBA and shall submit to the Secretary and the President any additions or deletions to the roster. The Treasurer shall submit a yearly report and file same with the Board of Directors prior to the annual meeting of the Board. The Treasurer shall also assist Committee Chairs with annual committee budgets and assist in other budgeting needs.

**Section 5.**     The Board of Directors. The Board of Directors shall have the general control and management of the business and affairs of the SACBA. The Board has the responsibility for setting overall policy.

**Section 6.**     The Immediate Past-President. The immediate Past-President's principle duty is to advise the Board and provide a source of continuity on past SACBA business. The immediate Past-President will be an ex-officio member of the Membership and Nominating Committee, as well as an ex-officio Elected Officer Committee as a tiebreaker only voting member.

## ARTICLE IX. COMMITTEES

**Section 1.**     Committees will be defined as standing and temporary and will be formed as necessary by the SACBA or the Board of Directors. These committees may be composed of as many members as the President may determine. Directors shall be appointed as Chairs of the standing committees, but if no director is willing or able to serve as the Chair of a standing committee, then the President shall appoint a member as the Chair, considering the requirements of each committee. The President shall appoint all Chairs of all Committees at each annual meeting of the Board. Any vacancies shall continue to be appointed by the President and recorded in the meeting minutes. The Chair of each committee shall be responsible for preserving all books and papers pertaining to the work of his respective

committee and for delivering them to the Secretary upon the Chair's retirement. Each Chair will submit a report at each meeting as indicated

**Section 2.** Membership on all standing committees terminates at the next annual meeting.

**Section 3.** Standing Committees shall be determined annually by the Board of Directors.

**Section 4.** Special Committees. All special committees shall terminate as soon as the assignment is completed as declared by the Board of Directors.

**Section 5.** Elected Officers Committee. Membership of the Elected Officers Committee shall compose of the elected President, Vice-President, Secretary, Treasurer, and the Past-President acting as an ex-officio and tiebreaker-only vote. The committee may oversee and expend usual and customary expenses for payment on SACBA property (i.e. utilities, phone/internet services, postage, bank payments, insurance premiums, etc.), as approved by a quorum of two (2) members.

## **ARTICLE X. CONTRACTS, LOANS, CHECKS AND DEPOSITS**

**Section 1.** Contracts. The Board of Directors, and only the Board of Directors, may authorize any officer or officers, agent or agents, to enter into any written contract or execute and deliver any instrument in the name of and on behalf of the SACBA, and such authority may be general or confined to specific instances.

**Section 2.** Loans. No loan shall be contracted on behalf of SACBA, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

**Section 3.** Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the SACBA shall be signed by such officer or officers, agent, or agents of the SACBA, as constituted by the signature signing authority policy of the Board, and in such manner as shall from time to time be determined by resolution of the Board of Directors.

**Section 4.** Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the SACBA in such banks, trust companies, or other depositories as the Board of Directors may select. If the Board of Directors do not elect any such institution, the Treasurer may select the institution until otherwise directed by the Board. Funds of the Corporation are only to be in the possession of a Board of Director, until said funds have been deposited.

## **ARTICLE XI. FISCAL YEAR**

**Section 1.** The fiscal year of the Corporation shall begin on the first day of January and end on the thirty-first day of December in each year.

**ARTICLE XII. INDEMNIFICATION OF DIRECTORS,  
OFFICERS,EMPLOYEES AND AGENTS**

**Section 1.** General Action. The SACBA (hereinafter "the Corporation") shall indemnify any person who was or is a party or is threatened to be made a party of any threatened pending or completed action, suit, or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of this Corporation, by reason of the fact that he or she is or was a director, officer, employee or agent of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

**Section 2.** Action by Corporation. This Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened pending or completed action or suit by or in the right of this Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director; officer, employee or agent of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with the defense or settlement of the action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Corporation; except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability and in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnification for such expenses which the court shall deem proper.

**Section 3.** Success on Merits. To the extent that a director, officer, employee or agent of this Corporation has been successful on the merits or otherwise in defense of any action,suit or proceeding referred to in Sections 1 & 2 of this Article XII or in

defense of any claim, issue or matter therein, he or she shall be indemnified against expenses, including attorney's fees, actually and reasonably incurred by him or her in connection with the action, suit, or proceeding.

**Section 4.**     Determination to Indemnify. Any indemnification under Sections 1 & 2 of this Article XII unless ordered by a court, shall be made by this Corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in this Article XII. The determination shall be made by the Board of Directors by a majority vote of a quorum consisting of directors who were not party to the action, suit or proceeding, or if such a quorum is not obtainable, or even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by the members.

**Section 5.**     Time of payment. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by this Corporation in advance of the final disposition of the action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by this Corporation as authorized in this Article XII.

**Section 6.**     Non-Exclusive Right. This Article is intended to provide for indemnification to the fullest extent permitted by law, as in effect on the date hereof or as hereafter adopted or amended. This indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any other By-Law, agreement, vote of members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

**Section 7.**     Insurance. This Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of this Corporation, or is or was serving at the request of this Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not this Corporation would have the power to indemnify him or her against such liability under the provisions of this Article XII.

**Section 8.**     Definition of Corporation. For the purpose of this Article XII, references to "this Corporation" include all constituent corporations absorbed in a consolidation or merger as well as the resulting or surviving corporation so that any person who is or was, a director, officer, employee or agent of such a constituent corporation or is

or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this section with respect to the resulting or surviving corporation as he or she would if he or she had served the resulting or surviving corporation in the same capacity.

**Section 9. Other Definitions.** For purposes of this Article XII, references to "other enterprises" shall include any employee benefit plans; references to "fines" shall include any excise taxes assessed on a person with respect to an employee benefit plan; and references to "serving at the request of the Corporation" shall include any services as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article.

### **ARTICLE XIII. WAIVER OF NOTICE**

Whenever any notice is required to be given to any member or director of the SACBA under the provisions of these By-Laws or of the Articles of Incorporation, or of The General Not-For-Profit Corporation Law of Missouri, a waiver of notice in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

### **ARTICLE XIV. ANNUAL REPORT**

It shall be the responsibility of the Secretary to prepare and file the required annual report with the Secretary of State of Missouri.

### **ARTICLE XV. AMENDMENTS**

These By-Laws may be altered, amended, or repealed and new By-Laws adopted by action of a majority of the Board of Directors at any regular or special meeting of the directors.

Adopted on February 17, 1994

Amended May 12, 1997

Amended January 11, 1999

Amended May 14, 2001

Amended January 13, 2003

Amended February 10, 2003

**Amended January 12, 2004**  
**Amended August 9, 2021**  
**Amended November 14, 2022**

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**Jenna Deason, President & Chair of the  
Board**

ATTEST:

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Catherine D. Wynn, Secretary

COPY

INTERNAL REVENUE SERVICE  
DISTRICT DIRECTOR  
P O BOX A-3290 DPN 22-2  
CHICAGO, IL 60690

DEPARTMENT OF THE TREASURY

Date: JUN 12 1995

SALEM AREA COMMUNITY BETTERMENT  
ASSOCIATION INC  
P O BOX 732  
SALEM, MO 65560

Employer Identification Number:  
43-1677891  
Case Number:  
365073009  
Contact Person:  
CAROL DAVID  
Contact Telephone Number:  
(414) 798-8587  
Accounting Period Ending:  
December 31  
Foundation Status Classification:  
509(a)(1)  
Advance Ruling Period Begins:  
April 6, 1994  
Advance Ruling Period Ends:  
December 31, 1998  
Addendum Applies:  
No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

## SALEM AREA COMMUNITY BETTERMENT

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable

SALEM AREA COMMUNITY BETTERMENT

cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should keep records to show that funds are spent only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), you must have evidence that the funds will remain dedicated to the required purposes and that the recipient will use the funds for those purposes.

If you distribute funds to individuals, you should keep case histories showing the recipients' names, addresses, purposes of awards, manner of selection, and relationship (if any) to members, officers, trustees or donors of funds to you, so that you can substantiate upon request by the Internal Revenue Service any and all distributions you made to individuals. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

SALEM AREA COMMUNITY BETTERMENT

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script, reading "Marilyn W. Day".

Marilyn W. Day  
District Director

Enclosure(s):  
Form 872-C

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**SALEM AREA COMMUNITY BETTERMENT ASSOCIATION**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.  
**P.O. Box 732**

6 City, state, and ZIP code  
**Salem, MO 65560**

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

4	3	-	1	6	7	7	8	9	1
---	---	---	---	---	---	---	---	---	---

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ► *[Signature]*, Vice President

Date ► *August 2, 2021*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

# **Staff Summary Report**

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**MEETING DATE:** 9/12/2023

**AGENDA ITEM:**

**AGENDA TITLE:**

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**ACTION REQUESTED BY:** STACEY HOUSTON

**ACTION REQUESTED:** APPROVAL OF ANNUAL MRPC MEMBERSHIP

**SUMMARY BY:** Stacey Houston

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## **PROJECT DESCRIPTION / FACTS**

The City of Salem has maintained an annual membership with MRPC at the Basic Membership Level for several years. At the Basic Membership Level, the city will receive 15 hours of technical assistance. The MRPC board has amended the allocated hour process to include signing a technical assistance contract up front, now at membership renewal, so that an agreement is in place should the city exceed the allocated hours.

## **PROCUREMENT**

N/A

## **FISCAL IMPACTS**

This will be paid out of Non-Departmental, Memberships. Line item 100-512-50315. With a budget of \$5,000

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**SUPPORT DOCUMENTS:** MRPC Technical Assistance Contract and Invoice.

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**DEPARTMENT'S RECOMMENDED MOTION:** Move to approve annual MRPC membership a the Basic Membership Level for \$3,306.45

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Meramec Regional Planning Commission  
4 Industrial Drive  
St. James, MO 65559

573-265-2993

## INVOICE

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

September 1, 2023

### MRPC FY 23-24 Membership Dues for the period of July 1, 2023, through June 30, 2024

Please **CHOOSE** the membership level that best fits your needs and budget:

\_\_\_\_\_ **Basic Membership:** Dues based on 2022 estimated population of 4,655 @ 71.03 cents per capita with \$3,306.45 minimum dues and includes 15 membership service hours.

**Basic Membership: Total amount due: \$3,306.45**

\_\_\_\_\_ **Enhanced Membership:** Add six more membership service hours to your basic membership. Dues based on 2022 estimated population of 4,655 @ 96.03 cents per capita and includes 21 membership service hours. *(If you pay the minimum dues, Enhanced Membership is calculated at \$3,306.45 + population of 4,655 @ 25 cent per capita)*

**Enhanced Membership: Total amount due: \$4,470.20**

\_\_\_\_\_ **Prime Membership:** Add 12 more membership service hours to your basic membership. Dues based on 2022 estimated population of 4,655 @ \$1.2103 per capita and includes 27 membership service hours. *(If you pay the minimum dues, Prime Membership is calculated at \$3,306.45 + population of 4,655 @ 50 cent per capita)*

**Prime Membership: Total amount due: \$5,633.95**

Your membership level for 2022-23 was Basic.

Please check desired membership level above and enclose amount for membership level selected. Invoice is payable upon receipt, unless other arrangements are made.

The use of membership hours is governed by board policy. Please contact staff if you have questions. All hours must be used by June 30, 2024. **THANK YOU** for being a member of MRPC.



A Council of Local Governments  
Serving the Meramec Area

MERAMEC REGIONAL PLANNING COMMISSION

4 Industrial Drive  
St. James, MO 65559-1689  
(573) 265-2993  
FAX (573) 265-3550

Sept. 1, 2023

Dear MRPC Cities and Counties:

Thank you for your continued support of Meramec Regional Planning. It is a pleasure to work with each and every one of our cities and counties. We take much pride in our work and are proud that we can drive into any of our cities and counties and see projects that MRPC has played a small part in. Attached you will find your 2023-24 membership dues statement. Again this year, with this membership, counties will receive 18 hours of technical assistance and cities will receive 15 hours. Those hours started July 1, 2023, and will expire on June 30, 2024, with your paid dues.

You also have the option of "buying up," which increases the number of TA hours you receive with your membership. If you are planning to submit several grants this year, buying up to higher level may be most cost effective for you.

The allocated hour process includes signing a technical assistance contract up front, now at membership renewal, so that agreement is in place, should you exceed your allocated hours. This allows our staff to be more efficient as we anticipate a heavy grant writing season with the additional federal funding that will be available. We have included the policy as approved by the board on Aug. 11, 2022.

In addition to using your membership dues for grant writing, they are also used by MRPC to match state and federal grants. They are the most important dollars we receive. With our membership dues, we are able to match—leverage other funding—like the MODOT transportation (TAC) planning grant and the EDA planning grant.

If you are not attending the monthly MRPC meetings, I encourage you to do so. Our board meets the second Thursday at each month. Committee meetings are at 6 p.m. Dinner is at 7 p.m. and the meeting starts at 7:30 p.m. If you can't be with us in person, you can participate by Zoom, however, you do miss out on the dinner conversation and a wonderful meal with other elected officials across the region.

If you have questions or need information, please feel free to reach out to me or staff.

We look forward to receiving your dues payment...be sure to include the attached invoice.... as well as the signed technical assistance contract. With the technical assistance contract, please fill in the blanks – the name of your local government, your contact/billing information and be sure to sign it. Please return one signed copy to us.

Again, many thanks for your support.

Sincerely,

Bonnie J. Prigge  
Executive Director

Enclosure

Chairman: Mary Heywood  
Representing the Unemployed

Vice Chairman: Darryl Griffin  
Presiding Commissioner, Osage County

Executive Director: Bonnie J. Prigge

Secretary: Joey Auxier  
Presiding Commissioner, Phelps County

Treasurer: Sean Wilson  
Mayor, City of Waynesville

**RESOLUTION NO. 28-2023**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (CLIENT), AND THE MERAMEC REGIONAL PLANNING COMMISSION (MRPC) FOR MEMBERSHIP SERVICES.**

**WHEREAS**, the City of Salem, Missouri desires to maintain an annual membership with MRPC at a Basic Membership level to provide technical assistance as described in Attachment A attached hereto.

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

**Section 1.**

The Client agrees to pay MRPC \$3,306.45 for Membership Dues for the period of July 1, 2023, through June 30, 2024.

**Section 2.**

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 12<sup>th</sup> DAY OF SEPTEMBER 2023.

APPROVED:

ATTEST:

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**Greg  
Parker  
Mayor**

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**Tammy Koller  
City Clerk**

APPROVAL AS TO FORM:

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**James K. Weber  
City Attorney**

**ANNUAL MEMBERSHIP  
TECHNICAL ASSISTANCE CONTRACT**

by and between  
**MERAMEC REGIONAL PLANNING COMMISSION**  
and the  
**CITY OF**

This Agreement is made and entered into on the 1st day of July, 2023, by and between Meramec Regional Planning Commission, #4 Industrial Drive, St. James, Missouri 65559, hereinafter referred to as "MRPC" and the CITY OF \_\_\_\_\_, hereinafter referred to as "Client."

- 1. Services to Client.** MRPC shall provide the services of one or more of its employees to the Client for purposes of grant research, project development and grant writing, or other technical assistance work allowed under the MRPC board's hour allocation policy.
- 2. Client to Supply Data and Records as requested by MRPC.** The Client agrees to appoint a single point of contact to work with MRPC, and the Client agrees to supply MRPC with all required financial, demographic, statistical and other data and information requested or required by MRPC, the applicable agency, and federal and state law and regulation.
- 3. Independent Contractor.** Both the Client and MRPC agree that MRPC and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither MRPC nor the Client shall have the authority to obligate or bind the other without the express written consent of the other party.
- 4. Confidential Information.** MRPC agrees that any information received by MRPC and its employees and representatives during the term of this agreement, and at any time thereafter, concerning the personal, financial, or other affairs of a private individual or business will be treated by MRPC in full confidence and will not be revealed to any other person, firm or corporation without the express consent of the Client, or where otherwise required by law, regulation, legal process or the state's Open Meetings Law.
- 5. Client to Hold Harmless MRPC.** The Client will hold harmless MRPC and the agents, employees, and representatives of MRPC from all liability and claims of liability arising out of or incident to MRPC's performance of its obligations under this agreement, excepting MRPC's negligence or intentional misconduct. The Client further warrants and agrees that all data and information provided to MRPC in conjunction with the

grant or loan application, and in conjunction with MRPC's performance of its obligations hereunder, is true and correct, and MRPC, its agents and representatives and the agency herein above described may rely upon its accuracy for purposes of processing the grant or loan application and throughout the completion of said project. Client releases and fully discharges MRPC and its employees and representatives from any and all liability or claims of liability arising out of or incident to the compilation of such information and data and the processing and analysis thereof. The Client further acknowledges that MRPC and its employees and representatives have made no warranty as to the viability of the Client's loan or grant application, and no assurance as to its approval or acceptance by the designated agency has been made. Client acknowledges that the decision to proceed with the application and the technical assistance and services to be provided under this agreement have been the sole and exclusive decision of the Client, and the Client releases MRPC and its employees and representatives from all liability or claims of liability in the event of disapproval of the application or revocation thereof for reasons relating to the Client.

**6. Time of Performance.** MRPC will provide the services described in this agreement for the period commencing July 1, <sup>2023 SH</sup>2022 through June 30, <sup>2024 SH</sup>2023. The time and services of this contract may be terminated, extended or amended by Addendum hereto, containing the signatories of the parties. MRPC shall promptly proceed with its obligations under this agreement and use reasonable efforts to complete same within a reasonable time. Client acknowledges and agrees, however, that MRPC shall not be bound by time limitations specified by the Client or imposed by the Client's agreements with third parties. No performance bond shall be required of MRPC. MRPC's services pursuant to the terms of this agreement shall be concluded upon completion of requested service(s).

**7. Consideration.** In consideration for the services provided by MRPC hereunder the Client agrees to pay MRPC at the following hourly rates after using any available city/county allocated technical assistance hours<sup>1</sup>: For the months of July 2023-June 2024: Clerical \$46.00; Technical Level #1 \$61.00; Technical Level #2 \$55.00; Technical Level #3 \$51.00; Management \$71.00; Fiscal Officer \$76.00; Assistant Director \$77.00; and Executive Director \$98.00. MRPC shall periodically invoice the Client for fees and expenses as same are incurred in a timely manner.

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<sup>1</sup> At the beginning of each fiscal year, each member county and city will be allocated a given number of hours as a part of membership dues. Any work exceeding 30 minutes in length that a member government requests of MRPC on a given project—from researching potential funding options to writing grants—will be deducted from this annual hour allocation. Once a member government uses its allocation of hours for the year, it will be charged at the established hourly rates for any additional work requested that year. Excess hours cannot be carried over to succeeding years. If the project crosses fiscal years, new hourly rates adopted by the MRPC board at the beginning of the new fiscal year will apply to the project. A member government or client may only use one year's worth of allocated hours on a specific project, even if it crosses fiscal years.

Member governments will be notified of the number of free hours with their membership (dues) statements each year. This contract identifies the below number of free hours allocated to the member government and sets forth hourly rates to be applied should a project require additional time in excess of those hours. If the project crosses fiscal years, new hourly rates adopted by the MRPC board at the beginning of the new fiscal year will apply to the project.

Membership Level	County Hours	City Hours
Basic	18	15
Enhanced	24	21
Prime	30	27

**8. Termination of Agreement.** This agreement will terminate June 30, <sup>2024/SH</sup>~~2023~~; except that either MRPC or the Client may terminate this contract prior to completion of the project, without cause by giving the other party not less than thirty (30) days written notice thereof. In the event of termination prior to completion of the project, the Client shall pay the cost of services rendered by MRPC, and expenses incurred in the performance of this agreement to the effective date of termination.

**9. Compliance with Applicable Law and Regulation.** In MRPC's performance of this agreement, and in the Client's performance of its obligations and responsibilities under the contract, each party shall comply with all applicable laws and regulations, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation.

**10. Conflict of Interest.** No member of the governing body or board of the Client, and no other officer, employee, or agent of the Client, who exercises any functions or responsibilities in connection with the planning and carrying out of the contract, shall have any personal financial interest, direct or indirect, in the project or this agreement.

**11. Authority to Enter into Agreement - Binding Affect.** Both MRPC and the Client have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.

**12. Enforcement - Costs of Collection.** In the event Client should default in the payment of any sum due hereunder or in the performance of any obligation on its part to be performed, and in the event MRPC should retain or engage an attorney or attorneys to collect or enforce or protect its interest with respect to this agreement, the Client shall pay all costs and expenses of such collection, enforcement, or protection, including reasonable attorney's fees.

**13. Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.

**14. Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by prepaid United States registered or certified mail, with return receipt requested, addressed, as the case may be, to MRPC at #4 Industrial Dr., St. James, Missouri 65559; and to the Client at CITY OF \_\_\_\_\_, Attn: \_\_\_\_\_,  
\_\_\_\_\_, (address) \_\_\_\_\_, (city) , MO \_\_\_\_\_ (zip) ; or to such address as any party shall designate to the other from time to time in writing forward in like manner.

**15. Amendments.** No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.

**16. Severability of Provisions.** Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

**IN WITNESS WHEREOF**, the parties have executed this agreement the day and year first written above.

**MERAMEC REGIONAL PLANNING COMMISSION**

(seal)

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

Date: \_\_\_\_\_

**CITY OF** \_\_\_\_\_

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

Date: \_\_\_\_\_

**Approved Revision  
to  
Meramec Regional Planning Commission  
Board Policies**

**Adopted Jan. 8, 1998  
Revised Oct. 9, 2003  
Adopted May 10, 2007  
Revised June 14, 2012  
Revised August 9, 2012  
Adopted August 11, 2022  
Adopted September 8, 2022**

Some years ago, there were ample unrestricted state and federal programs that allowed MRPC to provide unlimited services to member governments free of charge. Over the years, these funding sources have been reduced.

After considerable board study—after several years of deficit spending—members saw the need to limit free services to their local governments. Additionally, board members recognized that some dues must be set aside as matching funds to leverage state and federal funds, and this further reduced those unrestricted funds.

Wishing to maintain a highly professional and experienced staff, the board, in 1998, adopted an hour allocation policy whereby each member government received a given number of free hours each year and would then be expected to pay for any hours exceeding those allocated. MRPC has been operating under this original policy since it was approved on Jan. 8, 1998. The plan was amended slightly on June 12, 2003. The policy was further clarified May 10, 2007. In June 2012, Section D, E and H were amended. In August 2012, Sections B, D and G were amended and Section F was incorporated into Section D. In August 2022, Sections 1A, 1E, 1F and 5A were amended.

**1. Hour Allocation Policy**

A) The policy governing the number of hours allocated will be adjusted each June with the adoption of the MRPC budget. At the beginning of each fiscal year, each member county and city will be allocated a given number hours as a part of membership dues. This budgeted amount shall be based on average salary, using the assumption that member governments would use a cross section of staff, not just upper management. Member governments will be notified of the number of free hours with their membership (dues) statements each year. To streamline the contracting process, member governments will be asked to sign a standing contract at membership renewal time for work above and beyond the allocated hours, in the event that a project exceeds the allocated hours that fiscal year. This contract will identify the number of free hours allocated to the member government and will set forth hourly rates to be applied should a project require additional time in excess of those hours. If the project crosses fiscal years, new hourly rates adopted by the

MRPC board at the beginning of the new fiscal year will apply to the project.

B) Any work exceeding 30 minutes in length that a member government requests of MRPC on a given project—from researching potential funding options to writing grants—will be deducted from this annual hour allocation. If the entire request requires 30 minutes or less to accomplish, the time will not be counted against a member's hours. Requests requiring more than 30 minutes of staff time will be charged in their entirety against the member's hour allocation. The goal is to allow member governments enough hours to have at least one grant application prepared each year, given that the member government facilitates the preparation of the application. When using free allocated hours, travel time to and from a city or county will not be charged against those allocated hours. (If/when it becomes a billable project, travel time will be a billable expense.)

C) The use of hours will be tracked monthly and reported through the monthly board meeting. Once a member government uses its allocation of hours for the year, it would be charged the established hourly rates for any additional work requested that year. Excess hours cannot be carried over to succeeding years.

D) From time to time, member governments refer other organizations or agencies to MRPC for assistance. Member governments may allocate their "free" hours to other organizations for a project, with the following restrictions:

- a. The member government must provide written permission for the use of hours and may impose a cap of the number of hours allocated.
- b. Cities and counties can allocate their hours to other organizations and agencies, which are constituents of the member government who is donating hours. However, priority will be given to those projects where the local government must play a defined role in the grant, such as project sponsor.
- c. County governments may share their hours with cities within the county. Cities cannot share their hours with other local governments.
- d. Transfer of free hours to a nonprofit must be accomplished no later than May 15.
- e. A local government (or multiple local governments) may allocate no more than a total of 12 free hours to any one project/application to which they are *not* a party to.
- f. When a member government allocates its hours to another organization or agency serving its jurisdiction, MRPC will enter into a contract for services with that organization/agency, whereby they assume the responsibility of payment for any time in excess of the hours donated.

E) A member government or client may only use one year's worth of allocated hours, even if it crosses fiscal years. If a member government/client's technical assistance request fits within an existing grant program, allocated hours will be used. Any hours over the allocated hour allocation will be billable hours, unless the grant scope of work provides otherwise.

F) A group of local governments may allocate a given number of hours to a project that benefits them directly and jointly. The total number of hours pooled and used cannot exceed the membership hour allocation of the governments involved. Beyond the maximum number of pooled hours, member governments involved in the given project would be billed equally at member hourly rates. For example, if the group of local governments is made up of cities only, and cities receive 12 free hours, then the maximum amount of hours that may be pooled is 12 hours. If the group of local governments includes a county, and counties receive 18 free hours, then the maximum number of free hours pooled would be 18. However, if the project is a result of a state or federal mandate, local governments can pool their hours, but their total number of hours dedicated to a mandated project cannot exceed two times the membership allocation, depending on whether a county is involved. (Using the example, 24 hours would be the maximum for a city only project and 36 hours on a county project).

As always, staff will strive to do the work as efficiently as possible and within the time available. Staff will provide time estimates at the beginning of the project and periodic progress reports throughout the project.

G) Allocated hours may be used for grant research, project development and grant writing.

H) Allocated hours may not be used for:

- Grant project administration;
- Ordinance codification development;
- Ordinance codification updates;
- Lead and asbestos inspection services;
- Program administration, such as day-to-day operation of a non-profit, flood plain management;
- Comprehensive plans;
- Other programs that MRPC typically offers for a fee.

2. MRPC shall offer non-voting Associate Memberships to those entities that sometimes request information or assistance, such as banks, schools, co-ops, engineers, real estate agents, developers, hospitals, etc. The membership could include:
- Newsletters
  - Training Opportunities
  - Fact Book and periodic updates mailed to them.
  - Up to three hours of statistical data retrieval with up to 50 free copies.
  - Access to flood plain maps and copies of portions of the map of interest.

Associate membership rates will be set by the board.

3. MRPC shall develop an hourly rate structure for services to members and non-members. Once a member government exceeds its annual hour allocation, it will pay an hourly rate for all services. Non-members would also pay an hourly rate for all

services.

Hourly rates for non-members would be \$10 higher per category.

This hourly rate would be evaluated and calculated based on MRPC's costs to ensure costs are being covered. Hourly rates would be adjusted at budget time and made a part of the budget. If a project/contract crosses fiscal years, the board-approved hourly rates for the current fiscal year will be used.

4. MRPC meals shall be catered. In order to insure adequate food and to cover costs, it is essential that board members advise staff as to whether they will be joining the commission for the meal.

In order to create a small reserve of funds for agency use, the following policies will be enacted and adhered to:

A) MRPC dues will be adjusted regularly using census estimates provided by the U.S. Census and Office of Administration. Previously, MRPC's dues amounts were calculated based on decennial census figures. With this policy, dues rates will be calculated between official censuses using the most recent census estimates, as developed by the U.S. Census Bureau and/or Missouri Office of Administration. In cases where estimates are not available for smaller communities, the last available population count or estimate will be used for those communities, and the new figures will be used for all other member governments.

B) The MRPC board will monitor incoming dues and review annually the need for a per capita dues increase. Board and staff will also continue to research different rate structures used by other regional planning commissions across the state and country.

C) Through the budgeting process, MRPC will determine priority line items to establish the following funds in the following order: (1) research and development fund, (2) training fund and (3) cash reserves. As a part of budget development, staff will identify research and development needs and staff training needs, and establish a budget for these two areas. Any additional funds would be earmarked as a cash reserve. Per this policy, research and development is the first priority, followed by staff training, followed by cash reserves.

*Research and Development Needs  
Including*

- Housing improvement and development projects(2)
- Environmental projects
- Community enhancement projects
- Miscellaneous research

*Staff Training Needs  
Including*

- Agency wide in-house training
- Individual training

### *Cash Reserve*

Any excess after research and development and staff training needs have been met.

Staff will determine if the project is viable and if it is in the best interest of MRPC and fits its mission. Such requests will be handled on a first-come, first-serve basis so long as budgeted funds and staff capacity are available. If budgeted funds have been expended, member governments/clients will need to use allocated hours and/or pay for services.

5. In order to expand and diversify MRPC's services, the following policies will be enacted and adhered to:

A) A greater emphasis will be placed on marketing and education. With the adoption of this policy, board and staff agree to the following:

#### *Member commitments:*

- Firm and sincere commitment from each board member to help market MRPC and to use the services available.
- Schedule MRPC at least once a year to visit your council, commission, or civic group.
- Participate in presentations when MRPC visits.
- Make monthly reporting on MRPC activities a regular part of your meeting agenda.
- Be aware of staff and community responsibilities in preparing grants.

#### *Staff commitments:*

- Develop and maintain a standard presentation.
- Make regular visits.
- Develop and distribute newsletters with more information on projects and personal notes.
- Complete MRPC's home page and keep updated.
- Develop and maintain current marketing material.
- Continue to educate staff on services.

The board will review these commitments annually with staff.

B) MRPC will enter the private sector and compete with the following understandings:

- Emphasis will be placed on finding un-served niche markets.
- MRPC will not subsidize its work when competing with private enterprise. However we will apply for any financial assistance available to other non-profit organizations.
- Every effort will be made to partner with private enterprise and other organizations when possible. This will help alleviate unnecessary external duplication and reduce criticism.
- Board will be informed on the pros and cons of competing with the private sector so that members are more aware and will be better prepared to address decisions to compete and complaints when they occur.

C) While our members come first, MRPC will provide services to organizations and cities and counties outside the region in order to generate additional income and keep our skills sharp. This will be done so long as the work does not interfere with activities of our member governments or other regional planning commissions.

D) Customer surveying efforts will continue to keep abreast of members' needs and issues, which could lead to new projects and programs. The planning and development department has been following a process of meeting one-on-one with cities and counties to better understand their needs. This effort shall continue and be improved.

E) Staff and board will continue to look for ways to eliminate duplication and become more productive. Staff has worked on internal productivity issues over this past year. We have made substantial progress and continually look for ways to do things better and more efficiently. Commissioners with suggestions or concerns should direct them to the executive director.

**BILL NO. 3562**

**ORDINANCE NO. 3562**

AN ORDINANCE TO REZONE 1101 BABB LANE DESCRIBED IN EXHIBIT “A” IN THE CITY OF SALEM, MISSOURI FROM COMMERCIAL TO MANUFACTURING/INDUSTRIAL, OWNERS MFA INC.

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

**Section 1.**

The following described tract of land, located in the City of Salem, Missouri is hereby zoned as a Manufacturing/Industrial District and shall be reflected as such on the zoning map of the City of Salem, Missouri, as on file in the office of the City Clerk of Salem, Missouri:

**EXHIBIT “A”**

**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 12th DAY OF SEPTEMBER, 2023.

APPROVED:

ATTEST:

\_\_\_\_\_  
**Greg Parker**  
**Mayor**

\_\_\_\_\_  
**Tammy Koller**  
**City Clerk**

APPROVAL AS TO FORM:

\_\_\_\_\_  
**James Weber**  
**City Attorney**

Exhibit "A"

All that part of the South Half of the Northeast Quarter of Section 19, Township 34 North, Range 5 West, in Dent County, Missouri, described as follows: Beginning at a point on the South right-of-way line of Missouri State Highway No. 32, as now established, said point being 516.98 feet Westerly, as measured along said right-of way line, from the East line of said Half-Quarter Section; thence South 4 degrees 07 minutes East, 413.12 feet: thence North 89 degrees 34 minutes West, 434.10 feet to the East line of a 45.0 foot street; thence North 0 degrees 28 minutes East, along last said East line, 437.17 feet to said South right-of-way line; thence South 85 degrees 57 minutes East, along said right-of way line, 401.87 feet to the point of beginning. Containing 4.0646 acres.

**BILL NO. 3563**

**ORDINANCE NO. 3563**

AN ORDINANCE TO REZONE 1200 BABB LANE, AS DESCRIBED IN EXHIBIT “A”, IN THE CITY OF SALEM, MISSOURI FROM COMMERCIAL TO MANUFACTURING/INDUSTRIAL, OWNERS PEGGY J. WHITAKER TRUST.

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

**Section 1.**

The following described tract of land, located in the City of Salem, Missouri is hereby zoned as a Manufacturing/Industrial District and shall be reflected as such on the zoning map of the City of Salem, Missouri, as on file in the office of the City Clerk of Salem, Missouri:

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PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI,  
AND APPROVED BY THE MAYOR THIS 12th DAY OF SEPTEMBER, 2023.

APPROVED:

ATTEST:

---

**Greg Parker**  
**Mayor**

---

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

APPROVAL AS TO FORM:

---

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

Exhibit "A"

All that part of the South Half of the Northeast Quarter of Section 19, Township 34 North, Range 5 West, and Dent County, Missouri, described as follows: commencing at the point of intersection of the East line of said Half-Quarter, and the South right-of-way line of Missouri State Highway 32 and 72, thence North 85 degrees 57 minutes West, along said right-of-way line, 516.98 feet; thence South 4 degrees 7 minutes East, 413.12 feet to the point of beginning of the tract herein conveyed; thence South 0 degrees 28 minutes West 200.69 feet; thence North 89 degrees 34 minutes West, 434.10 feet; thence North 0 degrees 28 minutes East, 200.69 feet; thence South 89 degrees 34 minutes East, 434.10 feet to the point of beginning. Containing 2.00 acres.

Also,

All that part of the South Half of the Northeast Quarter of Section 19, Township 34 North, Range 5 West, in Dent County, Missouri, described as follows: Commencing at a point on the South right-of-way line of Missouri highway No. 32 and 72, said point being 516.98 feet westerly, as measured along said right-of-way line, from the East line of said Half-Quarter section; thence South 4 degrees 7 minutes East 413.12 feet; Thence South 0 degrees 28 minutes West 200.69 feet to the point of beginning of the track herein described; thence continuing South 0 degrees 28 minutes West 233.10 feet; Thence North 87 degrees 44 minutes West 434.31 feet to the Easterly right-of-way line of Babb Lane or it's Southerly prolongation; Thence North 0 degrees 28 minutes East along said right-of-way line of its prolongation 219.21 feet to the Southwest corner of the track described and Warranty Deed to Raymond F. and Peggy J. Whitaker, said deed recorded in book 144, page 160 of the Dent County, Missouri Deed Records; Thence South 89 degrees 34 minutes East along the South line of said Whitaker tract 434.10 feet to the point of beginning, containing 2.25 acres, more or less, and subject to all easements, rights-of-way, and restrictions of record.

Also,

All that part of the South Half of the Northeast Quarter of Section 19, Township 34 North, Range 5, West of the 5th P.M., in the City of Salem, Dent County, Missouri, described as follows: Beginning at a point on the South right-of-way line of Missouri State Highway No. 32 and 72, as now established, said point being North 85 degrees 57 minutes West 963.94 feet, as measured along said right-of-way, from the East line of said Half Quarter Section, and the said point also being the intersection of the West right-of-way line of a City Street, 45 feet in width, known as Babb Lane; thence South 0 degrees 28 minutes West along the West right-of-way line Babb Lane or it's prolongation 855.11 feet to the Southeast corner of the track described in the Trustee's General Warranty deed recorded in Book 195, page 251 of the Dent County Deed Records; thence North 89 degrees 51 minutes 45 seconds West along the South line of said tract 5.00 feet; thence departing said South line of said tract North 0 degrees 28 minutes east 855.45 feet to the intersection of the South right-of-way line of said Highway No. 32 and 72; thence South 85 degrees 57 minutes East along said Highway right-of-way line 5.01 feet to the point of beginning, containing 0.098 acre, more or less, and subject to all easements, rights of way, and restrictions of record.

**BILL NO. 3564**

**ORDINANCE NO. 3564**

AN ORDINANCE TO REZONE 1203 BABB LANE DESCRIBED IN EXHIBIT “A” IN THE CITY OF SALEM, MISSOURI FROM COMMERCIAL TO MANUFACTURING/INDUSTRIAL, OWNER SELLERS INVESTMENT PROPERTIES.

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

**Section 1.**

The following described tract of land, located in the City of Salem, Missouri is hereby zoned as a Manufacturing/Industrial District and shall be reflected as such on the zoning map of the City of Salem, Missouri, as on file in the office of the City Clerk of Salem, Missouri:

**EXHIBIT “A”**

**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 12th DAY OF SEPTEMBER, 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

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

APPROVAL AS TO FORM:

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

## EXHIBIT "A"

All that part of the South Half of the Northeast Quarter of Section 19, Township 34 North, Range 5 West, described as follows: Beginning at a point on the South right-of-way line of Missouri State Highway No. 32-72, as now established, said point being 516.98 feet Westerly, as measured along said right-of-way line, from the East line of said Half-Quarter Section; thence South 4 degrees 07 minutes East, 413.12 feet; thence North 89 degrees 34 minutes West, 479.10 feet to the point of beginning of the land herein conveyed (said point being on the West right of way line of Babb Lane); thence North 89 degrees 34 minutes West, 434.10 feet; thence South 0 degrees 28 minutes West, 200.69 feet; thence South 89 degrees 34 minutes East, 434.10 feet, more or less, to a point (said point being on the West right of way line of Babb Lane); thence North along the West right of way line of Babb Lane 200.69 feet, more or less, to the point of beginning

### EXCEPTING THEREFROM:

All that part of the South Half of the Northeast Quarter of Section Nineteen (19), Township Thirty-four (34) North, Range Five (5) West of the 5th Principal Meridian, in the City of Salem, Dent County, Missouri, described as follows: Commencing at a point on the South right of way line of Missouri State Highway Number 32-72, as now established, said point being 516.98 feet Westerly, as measured along said South right of way line, from the East line of said Half-Quarter Section; thence South 04 degrees 07 minutes East, 413.12 feet; thence North 89 degrees 34 minutes West 913.2 feet to the point of beginning of the tract herein described, said beginning point also being the Northwest corner of a tract previously conveyed to Roger M. Hanning and Teresa Hanning by Warranty Deed recorded in Book 184, Page 244 of the Dent County Deed Records; thence South 89 degrees 34 minutes East, along the North line of said Book 184, Page 244 tract, 208.0 feet; thence departing North line of said tract, South 00 degrees 28 minutes West, 416.27 feet to a point on the South line of a tract previously conveyed to Roger M. Hanning and Teresa S. Hanning by Trustee's General Warranty Under Active Trust recorded in Book 195 at Page 251 of the Dent County Deed Records; thence North 89 degrees 51 minutes 45 seconds West along the South line of said Book 195, Page 251 tract, 208.0 feet to the Southwest corner thereof; thence North 00 degrees 28 minutes East, along the West line of said Book 195, Page 251 tract, 216.65 feet to the Northwest corner thereof, also being the Southwest corner of aforesaid Book 184, Page 244 tract; thence continuing North 00 degrees 28 minutes East along the West line of last said tract, 200.69 feet to the point of beginning.

**BILL NO. 3565**

**ORDINANCE NO. 3565**

AN ORDINANCE TO REZONE 1207 BABB LANE AS DESCRIBED IN EXHIBIT “A” IN THE CITY OF SALEM, MISSOURI FROM COMMERCIAL TO MANUFACTURING/INDUSTRIAL, OWNERS BKC PROPERTIES.

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

**Section 1.**

The following described tract of land, located in the City of Salem, Missouri is hereby zoned as a Manufacturing/Industrial District and shall be reflected as such on the zoning map of the City of Salem, Missouri, as on file in the office of the City Clerk of Salem, Missouri:

**EXHIBIT “A”**

**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 12th DAY OF SEPTEMBER, 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

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

APPROVAL AS TO FORM:

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

## EXHIBIT "A"

All that part of the South Half of the Northeast Quarter of Section 19, Township 34 North, Range 5 West, described as follows: Commencing at a point on the South right-of-way line of Missouri State Highway Number 32-72, as now established, said point being 516.98 feet Westerly, as measured along said South right-of-way line, from the East line of said Half-Quarter Section; thence South 4 degrees 07 minutes East, 413.12 feet; thence North 89 degrees 34 minutes West, 479.10 feet to a point on the West right-of-way line of Babb Lane; thence South 0 degrees 28 minutes West along said West right-of-way line of Babb Lane 200.69 feet to the point of beginning of the tract herein described (said beginning point being the Southeast corner of a 2.00 acre tract described in Warranty Deed filed in Dent County Deed Record Book 184, Page 244, wherein Jack T. Masters and Mildred Masters were grantors, and Roger M. Hanning and Teresa Hanning were the grantees); thence continuing South 0 degrees 28 minutes West along the projected West right-of-way line of Babb Lane 214.41 feet to the intersection of the projected North right-of-way line of Laura Street; thence North 89 degrees 51 minutes 45 seconds West along the projected North right-of-way line of Laura Street 434.11 feet; thence North 0 degrees 28 minutes East 216.65 feet to the Southwest corner of said Hanning tract, thence South 89 degrees 34 minutes East, along the South line of said Hanning tract, 434.10 feet to the point of beginning. and subject to all easements, rights-of-way, and restrictions of record. ALSO, an easement over and across all of the Eastern five feet of the 2.15 acre tract described above.

EXCEPTING THEREFROM: All that part of the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section Nineteen (19), Township Thirty- four (34) North, Range Five (5) West of the Fifth Principal Meridian, in the City of Salem, Dent County, Missouri described as follows: Commencing at a point on the South right-of-way line of Missouri State Highway 32-72, as now established, said point being 516.98 feet Westerly, as measured along said South right-of-way line, from the East line of said Half-Quarter Section; thence South 04 degrees 07 minutes East 413.12 feet; thence North 89 degrees 34 minutes West 913.2 feet to the POINT OF BEGINNING of the tract herein described, said beginning point also being the Northwest corner of a tract previously conveyed to Roger M. Hanning and Teresa Hanning by Warranty Deed recorded in Book 184 at Page 244 of the Dent County Deed Records; thence South 89 degrees 34 minutes East, along the North line of said Book 184, Page 244 tract, 208.0 feet; thence departing North line of said tract, South 00 degrees 28 minutes West 416.27 feet to a point on the South line of a tract previously conveyed to Roger M. Hanning and Teresa S. Hanning by Trustee's General Warranty Deed Under Active Trust recorded in Book 195 at Page 251 of the Dent County Deed Records; thence north 89 degrees 51 minutes 45 seconds West along the South line of said Book 195, page 251 tract, 208.0 feet to the Southwest corner thereof; thence North 00 degrees 28 minutes East, along the West line of said Book 195, Page 251 tract, 216.65 feet to the Northwest corner thereof, also being the Southwest corner of aforesaid Book 184, Page 244 tract; thence continuing North 00 degrees 28 minutes East, along the West line of last said tract, 200.69 feet to the point of beginning, and subject to all easements rights-of-way and restrictions of record for roadways, utilities, etc.

**BILL NO. 3566**

**ORDINANCE NO. 3566**

AN ORDINANCE TO REZONE 1209 EAST SCENIC RIVERS BLVD AS DESCRIBED IN EXHIBIT “A” IN THE CITY OF SALEM, MISSOURI FROM COMMERCIAL TO MANUFACTURING/INDUSTRIAL, OWNER SELLERS INVESTMENT PROPERTIES.

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

**Section 1.**

The following described tract of land, located in the City of Salem, Missouri is hereby zoned as a Manufacturing/Industrial District and shall be reflected as such on the zoning map of the City of Salem, Missouri, as on file in the office of the City Clerk of Salem, Missouri:

**EXHIBIT “A”**

**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 12th DAY OF SEPTEMBER, 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

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

APPROVAL AS TO FORM:

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

## EXHIBIT "A"

A fractional part of the South Half of the Northeast Quarter of Section 19, Township 34 North, Range 5 West of the 5th P.M. described as follows: Commencing at the Northeast Corner of the South Half of the Northeast Quarter of said Section 19; thence South 0°59'10" West, 84.75 feet along the East line of said South Half of the Northeast Quarter to the South right of way of Missouri Highways 32 & 72; thence North 84°58'50" West, 968.95 feet along said South right of way to the northwest corner of a parcel described in Dent County Deed Records at Book 198, Page 297, the true point of beginning of the hereinafter described tract: Thence continuing North 84°58'50" West, 153.20 feet along said South right of way; thence South 4°58' West, 450.96 feet to the North line of a parcel described in Dent County Deed Records at Document No. 2008-3038; thence South 88°35' East, 180.19 feet along said North line to the West line of the aforesaid Book 198, Page 297 parcel; thence North 1°30' East, 440.46 feet along said West line to the true point of beginning. Above described tract contains 1.70 acre, more or less, per plat of survey J-1362, revised March 19, 2015, by Archer-Elgin Surveying and Engineering, LLC.

A fractional part of the South Half of the Northeast Quarter of Section 19, Township 34 North, Range 5 West of the 5th P.M. described as follows: Commencing at the Northeast Corner of the South Half of the Northeast Quarter of said Section 19; thence South 0°59'10" West, 84.75 feet along the East line of said South Half of the Northeast Quarter to the South right of way of Missouri Highways 32 & 72; thence North 84°58'50" West, 968.95 feet along said South right of way to the northwest corner of a parcel described in Dent County Deed Records at Book 198, Page 297; thence South 1°30' West, 35.00 feet along the West line of said Book 198, Page 297 parcel to the true point of beginning of the hereinafter described tract: Thence continuing South 1°30' West, 405.46 feet along said West line to the North line of a parcel described in Dent County Deed Records at Document No. 2008-3038; thence South 88°35' East, 5.00 feet along said North line to the West right of way of Babb Lane; thence North 1°30' East, 405.15 feet along said West right of way; thence North 84°58'50" West, 5.01 feet to the true point of beginning.

Above described tract contains 0.05 acre, more or less, per plat of survey J-1362, revised March 19, 2015, by Archer-Elgin Surveying and Engineering, LLC.

### ACCESS EASEMENT NO. 1

An access easement in a fractional part of the South Half of the Northeast Quarter of Section 19, Township 34 North, Range 5 West of the 5th P.M. described as follows: Commencing at the Northeast Corner of the South Half of the Northeast Quarter of said Section 19; thence South 0°59'10" West, 84.75 feet along the East line of said South Half of the Northeast Quarter to the South right of way of Missouri Highways 32 & 72; thence North 84°58'50" West, 1122.15 feet along said South right of way to the true point of beginning of the hereinafter described easement: Thence South 4°58' West, 450.96 feet to the North line of a parcel described in Dent County Deed Records at Document No. 2008-3038; thence North 88°35' West, 30.06 feet along said North line; thence North 4°58' East, 74.62 feet; thence North 85°02' West, 20.00 feet; thence North 4°58' East, 378.25 feet to the aforesaid South right of way of Missouri Highways 32 & 72; thence South 84°58'50" East, 50.00 feet along said South right of way to the true point of

beginning. Per plat of survey J-1362, revised March 19, 2015, by Archer-Elgin Surveying and Engineering, LLC.

## ACCESS EASEMENT NO. 2

An access easement in a fractional part of the South Half of the Northeast Quarter of Section 19, Township 34 North, Range 5 West of the 5th P.M. described as follows: Commencing at the Northeast Corner of the South Half of the Northeast Quarter of said Section 19; thence South  $0^{\circ}59'10''$  West, 84.75 feet along the East line of said South Half of the Northeast Quarter to the South right of way of Missouri Highways 32 & 72; thence North  $84^{\circ}58'50''$  West, 1122.15 feet along said South right of way; thence South  $4^{\circ}58'$  West, 400.86 feet to the true point of beginning of the hereinafter described easement: Thence continuing South  $4^{\circ}58'$  West, 50.10 feet to the North line of a parcel described in Dent County Deed Records at Document No. 2008-3038; thence South  $88^{\circ}35'$  East, 185.19 feet along said North line to the West right of way of Babb Lane; thence North  $1^{\circ}30'$  East, 50.00 feet along said West right of way; thence North  $88^{\circ}35'$  West, 182.16 feet to the true point of beginning. Per plat of survey J-1362, revised March 19, 2015, by Archer-Elgin Surveying and Engineering, LLC.

**BILL NO. 3567**

**ORDINANCE NO. 3567**

AN ORDINANCE TO REZONE 1301 BABB LANE AS DESCRIBED IN EXHIBIT “A” IN THE CITY OF SALEM, MISSOURI FROM COMMERCIAL TO MANUFACTURING/INDUSTRIAL, OWNER DAVID O. GRAY, JR.

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

**Section 1.**

The following described tract of land, located in the City of Salem, Missouri is hereby zoned as a Manufacturing/Industrial District and shall be reflected as such on the zoning map of the City of Salem, Missouri, as on file in the office of the City Clerk of Salem, Missouri:

**All of Lot 9 of JKD Subdivision. Section 19, Township 34, Range 5.**

**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 12th DAY OF SEPTEMBER, 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

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

APPROVAL AS TO FORM:

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

**BILL NO. 3568**

**ORDINANCE NO. 3568**

AN ORDINANCE TO REZONE 1400 BABB LANE IN THE CITY OF SALEM, MISSOURI FROM COMMERCIAL TO MANUFACTURING/INDUSTRIAL, OWNER CITY OF SALEM.

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

**Section 1.**

The following described tract of land, located in the City of Salem, Missouri is hereby zoned as a Manufacturing/Industrial District and shall be reflected as such on the zoning map of the City of Salem, Missouri, as on file in the office of the City Clerk of Salem, Missouri:

**Lot 10 of JKD Subdivision. Section 19, Township 34, Range 5.**

**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 12th DAY OF SEPTMEBER, 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

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

APPROVAL AS TO FORM:

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

**BILL NO. 3569**

**ORDINANCE NO. 3569**

AN ORDINANCE TO REZONE ALL OF LOT 4 BLOCK A OF OAK PARK ADDITION IN THE CITY OF SALEM, MISSOURI FROM RESIDENTIAL TO COMMERCIAL, OWNER SOUTH CENTRAL MISSOURI COMMUNITY HEALTH CENTER INC.

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

**Section 1.**

The following described tract of land, located in the City of Salem, Missouri is hereby zoned as a Manufacturing/Industrial District and shall be reflected as such on the zoning map of the City of Salem, Missouri, as on file in the office of the City Clerk of Salem, Missouri:

**All of Lot 4 in Block A of Oak Park Addition.**

**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 12th DAY OF SEPTEMBER, 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
Mayor

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**Tammy Koller**  
City Clerk

APPROVAL AS TO FORM:

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**James Weber**  
City Attorney

**BILL NO. 3570**

**ORDINANCE NO. 3570**

AN ORDINANCE AMENDING THE SEWER HOOKUP FEES FOR THE CITY OF SALEM, MISSOURI.

WHEREAS, THE SEWER HOOKUP FEES HAVE NOT BEEN AMENDED IN THE CITY'S CODE SINCE 1977 AND THE CITY DESIRES TO AMEND THESE FEES TO REFLECT CURRENT COSTS TO THE CITY;

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

**Section 1.**

Section 710.060 of the Salem City Code shall be amended as follows:

Every person obtaining a sewer installation hookup to the public sewers of the City of Salem shall pay to the City of Salem for such hookup a sewer installation fee of one thousand five hundred thirty-six dollars (\$1,536.00) for a four (4) inch line one thousand six hundred forty-eight dollars (\$1,648.00) for a six (6) inch line.

**Section 2.**

These fees shall become effective immediately and are subject to modification at any time by the Board of Aldermen.

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

**Section 3.**

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 12<sup>TH</sup> DAY OF SEPTEMBER 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
**Mayor**

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

APPROVAL AS TO FORM:

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

**BILL NO. 3571**

**ORDINANCE NO. 3571**

AN ORDINANCE AMENDING THE WATER HOOKUP FEES FOR THE CITY OF SALEM, MISSOURI.

WHEREAS, THE WATER HOOKUP FEES HAVE NOT BEEN AMENDED IN THE CITY'S CODE SINCE 1991 AND THE CITY DESIRES TO AMEND THESE FEES TO REFLECT CURRENT COSTS TO THE CITY;

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

**Section 1.**

Section 705.020 of the Salem City Code shall be amended as follows:

Every person obtaining a water installation hookup to the public waterworks of the City of Salem shall pay to the City of Salem for such hookup a water installation fee of two thousand thirty dollars (\$2,030.00) for a  $\frac{3}{4}$  inch line, two thousand seven hundred thirty dollars (\$2,730.00) for a 1-inch line, five thousand two hundred sixteen dollars (\$5,216.00) for a 2-inch line, and five thousand four hundred fifteen dollars (\$5,415.00) for a 2-inch line with a compound meter.

**Section 2.**

These fees shall become effective immediately and are subject to modification at any time by the Board of Aldermen.

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

**Section 3.**

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 12<sup>TH</sup> DAY OF SEPTEMBER 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
Mayor

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**Tammy Koller**  
City Clerk

APPROVAL AS TO FORM:

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**James Weber**  
City Attorney

**BILL NO. 3572**

**ORDINANCE NO. 3572**

AN ORDINANCE ADDING ELECTRIC FEES FOR THE CITY OF SALEM, MISSOURI.

WHEREAS, THE CITY NOW DESIRES TO ADD ELECTRIC FEES TO CITY CODES TO KEEP ALL UTILITY FEES WITH THE SAME ENFORCEMENT ABILITY.

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

**Section 1.**

Section 515.350 of the Salem City Code shall be added as follows:

- A. Every person obtaining a dawn to dusk light shall pay the cost for the light at the same rate the city paid at the time of purchase of the light.
- B. Every person obtaining a new utility pole shall pay the cost for the pole at the same rate the city paid at the time of purchase of the pole, plus two hours labor for two electric utility staff and two hours of equipment usage.

**Section 2.**

These fees shall become effective immediately and are subject to modification at any time by the Board of Aldermen.

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

**Section 3.**

This Ordinance shall be in full force and effect from and after September 12, 2023.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 12<sup>TH</sup> DAY OF SEPTEMBER 2023.

APPROVED:

ATTEST:

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**Greg Parker**  
Mayor

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**Tammy Koller**  
City Clerk

APPROVAL AS TO FORM:

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**James Weber**  
City Attorney