

FEBRUARY 27, 2024
BOARD OF ALDERMEN MEETING
PACKET

Staff Summary Report

MEETING DATE:	02/27/2024
AGENDA ITEM:	
AGENDA TITLE:	FINANCIAL UPDATE

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

PROJECT DESCRIPTION / FACTS

Financial update:

- Sales Tax Revenues collected through February 2024 are \$2,424,168 (includes General Fund, Parks & Rec Fund, Capital Improvement fund, and fuel & vehicle tax)- that is down 1.5% from same time frame as last year. \$365,390 has been collected from the additional 1% sales tax.
- Utilities Usage & Revenues are through January 2024
Electric kWh's sold is 30.4 million kWh's, that is down compared to the same time frame as last year. Revenues billed are \$4.3 million.
Water consumption sold is 72.3 million gallons, that's down compared to same time frame as last year. Revenues billed are \$480,830.
Sewer consumption sold is 65.3 million gallons. Revenues billed are \$625,430.
- Fund Balance Summary shows data through January 31, 2023. The total of all funds is \$9,139,109.
- Revenues: We have brought in 58% of what has been budgeted
Expenditures: We have expended 46% of what has been budgeted

PROCUREMENT

N/A

FISCAL IMPACTS

N/A

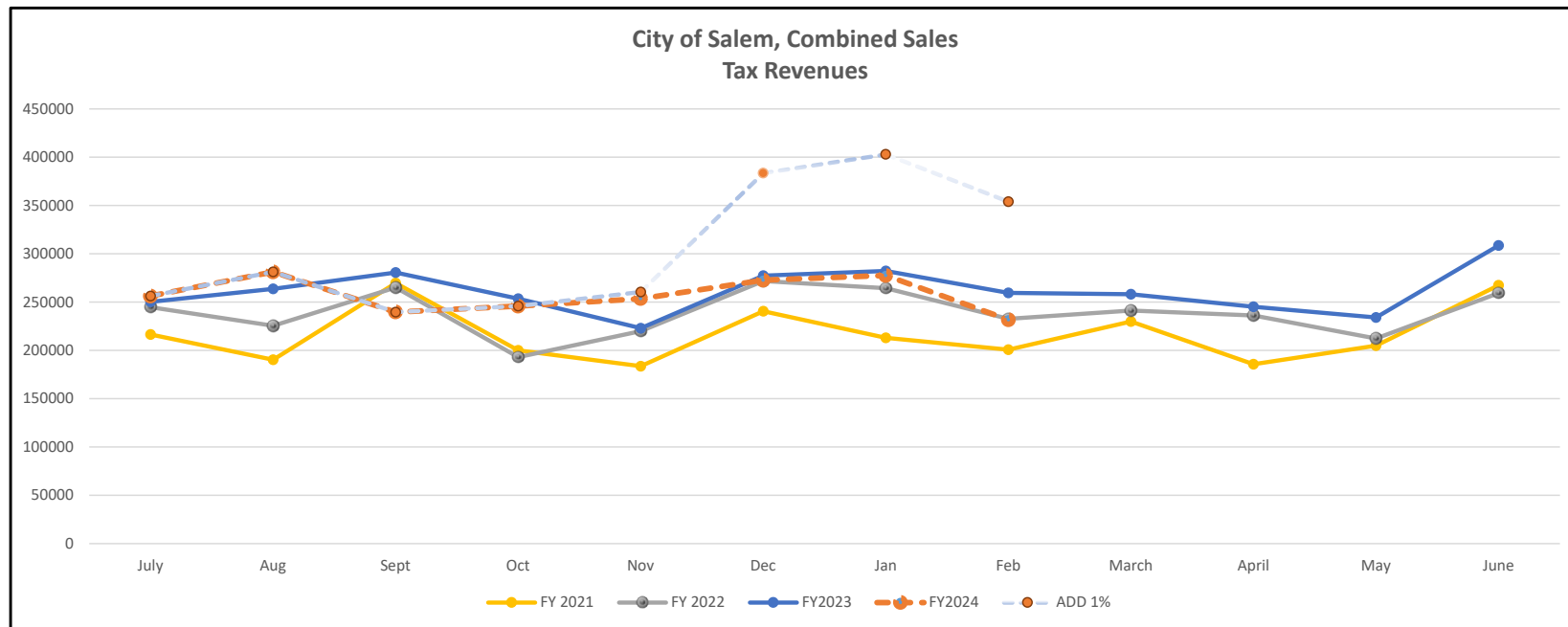
SUPPORT DOCUMENTS:	Sales Tax Collected through Feb 2024 / Utility Consumption & Revenues / Fund Balance Summaries.
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DEPARTMENT'S RECOMMENDED MOTION:	N/A
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SALES TAX REVENUE

	2020-2021	2021-2022	2022-2023	2023-2024	2023-2024
	Actuals	Actuals	Actuals	YTD	Budget
Gen'l Fund	\$ 1,310,248	\$ 1,435,953	\$ 1,546,208	\$ 1,387,544	\$ 2,261,941
July-Feb	\$ 841,217	\$ 945,406	\$ 1,028,669	\$ 1,022,154	
Additional 1%				\$ 365,390	
Parks & Rec	\$ 491,424	\$ 538,432	\$ 579,811	\$ 383,302	\$ 579,811
July-Jan	\$ 315,386	\$ 354,535	\$ 385,747	\$ 383,302	
Cap Imp	\$ 655,124	\$ 717,977	\$ 773,105	\$ 511,077	\$ 773,104
July-Jan	\$ 420,609	\$ 472,703	\$ 514,335	\$ 511,077	

**Through Feb 2024 (Pending Adjustments & Year End Transfers)



UTILITY USAGE & REVENUE

	2021-2022 ACTUAL	2022-2023 ACTUAL	2022-2023 JULY-JAN	2023-2024 YTD	2023-2024 BUDGETED	% of Budget
Electric Consumption Sold	52,787,837	52,127,174	31,974,743	30,410,430		
Electric Sales Rev.	\$ 5,388,796	\$ 7,025,709	4,227,892	\$ 4,308,820	\$ 7,111,608	61%
Electric Revenue Collected	\$ 5,309,157	\$ 6,950,178		\$ 164,032		
Purchase of Power	\$ 4,135,284	\$ 4,423,590	\$ 2,832,054	\$ 2,638,411	\$ 4,884,189	54%
Water Consumption Sold	133,720,064	141,081,899	86,255,423	72,273,350		
Water Sales Rev.	\$ 839,084	\$ 875,341	\$ 559,894	\$ 480,830	\$ 837,829	57%
Water Revenues Collected	\$ 882,471	\$ 930,781		\$ 457,301		
Sewer Consumption Sold	121,145,016	120,598,853	73,954,755	65,251,704		
Sewer Sales Rev.	\$ 777,868	1,016,956	\$ 569,057	625,430	\$ 1,097,826	57%
Sewer Revenues Collected	\$ 832,558	\$ 1,008,308		\$ 626,871		

**As of 01/31/2024 (Pending Transfers & Adjustments)

FISCAL YEAR 2023-2024 ACTUALS (as of 1/31/2024)

SUMMARY OF REVENUES & EXPENSES

<u>Fund</u>	<u>Beginning Bal</u>	<u>Revenues</u>	<u>Expenses</u>	<u>Xfers In</u>	<u>Xfers Out</u>	<u>Ending Balance</u>
100-GENERAL FUND	544,015	1,550,136	1,669,922	300,000	76,634	647,596
120-EMERGENCY FUND	39,002	1,138				40,140
130-POST COMMISSION	1,775	560	-			2,335
201-SPECIAL STREET	490,184	157,956	26,820			621,320
210-PARK & RECREATION	563,271	406,314	349,339	-	-	620,245
220-POLICE DEPT.LAW ENF.FUND	3,603	709	-			4,311
230-OFFICERS TRAINING FUND	1,483	319	-			1,801
240-FIREWORKS FUND	2,111	62	-	-		2,172
250-INMATE SECURITY FUND	1,255	161	-			1,415
255-CHDC GRANT FUNDS	39	430,269	430,308			0
260-LOCAL LAW ENF. GRANT FUND	5	0	-			5
290-BUILDING PERMIT FUND	27,757	83,116	91,308	15,762		35,328
299-POLICE CONTRIBUTION FUND	441	13	-			454
301-CAPITAL IMP SALES TAX	895,092	485,234	391,608	-	-	988,718
501-ELECTRIC FUND	412,442	4,569,511	3,298,944	-	572,463	1,110,545
502-ELECTRIC D & R FUND	78,151	2,280	52,532			27,899
503-ELECTRIC RESERVE FUND	753,598	22,922	-	272,463	-	1,048,983
510-WATER FUND	736,051	529,810	513,896	-	-	751,966
511-WATER D & R FUND	210,299	37,219	80,272		-	167,245
512-WATER RESERVE	710,131	20,392	-	-	-	730,523
520-SEWER FUND	181,488	644,632	648,682	-	-	177,438
521-SEWER D & R	181,294	83,705	167,672	-	-	97,327
522-SEWER RESERVE FUND	108,672	2,396	-	-		111,068
530-SANITATION	51,897	242,932	224,174			70,656
540-CEMETERY FUND	38,392	27,512	66,557	60,872		60,218
550-LANDFILL	407,637	11,893	-			419,530
560-AIRPORT FUND	195,098	64,106	61,539	-		197,664
601-INSURANCE CONTINGENCY	143,672	4,192	-			147,864
701-UTILITY DEPOSIT FUND	475,430	13,959	-			489,389
702-CEMETERY ENDOWMENT FUND	626,076	18,266				644,343
703-ECONOMIC DEVELOPMENT	18,828	10,482	108,700	-		(79,390)
TOTAL ALL FUNDS	7,899,188	9,422,193	8,182,272	649,097	649,097	9,139,109

City of Salem- Total All Funds

	BEGINNING BALANCE	YEAR-TO-DATE 31-Jan-24	2023-2024 APPROVED BUDGET	FUND BALANCE 31-Jan-24	% of Budget
REVENUE		9,422,193	18,905,221		50%
EXPENDITURES		8,182,272	17,842,047		46%
NET GRAND TOTALS	7,899,188	1,239,921	1,063,174	9,139,109	

Staff Summary Report

MEETING DATE:	February 27, 2024
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Resolution No. 5-2024
ACTION REQUESTED BY:	Sally Burbridge
ACTION REQUESTED:	Approval of Addendum to Contract for Floodplain Administration
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The City previously entered into a contract with MRPC for the assistance with the Administration of our Floodplain. The contract duration is as follows:

“MRPC will provide the services described in this agreement for the period commencing July 1, 2023, through June 30, 2024.”

The following were specific items of Floodplain Administration Support:

- a. Advise the city on its responsibilities as a member of the NFIP.
- b. Understand the regulations governing the floodplain.
- c. Provide informational brochures to the city, county realtors, County Recorder of Deeds and area banks to share with those purchasing property in the floodplain.
- d. Review and provide recommendations for flood development permit applications to the Client.
- e. Keep records of all floodplain development permits.
- f. Investigate complaints of violations.
- g. Coordinate a public awareness program that would consist of at least one press release to media and one brochure to city offices.
- h. Respond to questions from residents on floodplain management and floodplain requirements per the city ordinance.
- i. As the City of Salem will be responsible for monitoring development in the floodplain, at the request of the city, MRPC will provide one training for those who will be responsible for monitoring if requested.
- j. In the event of a flood, MRPC will send letters to affected city residents as to NFIP requirements related to the flood and complete damage assessments of affected properties..
- k. Continue education to ensure that the City of Salem is complying with state and federal regulations.

- l. Provide a letter to residents of the floodplain information them of affiliation with the City, NFIP requirements, permit requirements, etc.
- m. Assist city with resolution of SEMA Floodplain Audit findings.
- n. Assist city with adoption of new floodplain maps and ordinance.

Since Salem was selected for a Floodplain Audit by the State Emergency Management Agency (SEMA) this past Summer, MRPC's assistance has now reached the dollar limit on our previous contract and an Addendum is necessary to continue their assistance through the remainder of the fiscal year.

PROCUREMENT

NA

FISCAL IMPACTS

\$3,000 for Special Services in the General Fund

SUPPORT DOCUMENTS: Resolution No. 5-2024
 Addendum to Contract for Floodplain Administration

DEPARTMENT'S RECOMMENDED MOTION: Move approval of Resolution No. 5-2024 for the addendum to Contract for Floodplain Administration with MRPC.

RESOLUTION NO. 5-2024

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN ADDENDUM TO THE CONTRACT FOR FLOODPLAIN ADMINISTRATION BETWEEN THE CITY OF SALEM, MISSOURI (CLIENT), AND THE MERAMEC REGIONAL PLANNING COMMISSION (MRPC) FOR PROFESSIONAL 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.

AS AGREED, in the original contract executed on the 1st day of July 2023, Articles 1- 6, and 8-19 shall remain the same.

Section 2.

Article 7, Consideration, shall be changed as follows:

In consideration for the services provided by MRPC hereunder, the Client agrees to pay MRPC for the work outlined above to be invoiced to the county on hourly rates of: \$46 for clerical assistance, \$51 for level three technical assistance, \$55 for level two technical assistance, \$61 for level one technical assistance, \$71 for management assistance, \$77 for Assistant Director, \$76 for Fiscal Officer and \$98 for Executive Director, with a cost not to exceed \$7,000.

Section 3.

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR THIS 27th DAY OF FEBRUARY 2024.

APPROVED:

ATTEST:

**Greg
Parker
Mayor**

**Tammy Koller
City Clerk**

APPROVAL AS TO FORM:

**James K. Weber
City Attorney**

Staff Summary Report

MEETING DATE:	02/27/2024
AGENDA ITEM:	Contract Renewal
AGENDA TITLE:	MO DEPT OF HEALTH & SENIOR SERVICES CONTRACT

ACTION REQUESTED BY:	STACEY HOUSTON
ACTION REQUESTED:	APPROVAL OF CONTRACT
SUMMARY BY:	Stacey Houston

PROJECT DESCRIPTION / FACTS

the City participates in Missouri's Coronavirus Sewershed Surveillance Project (CSSP). This project tests wastewater samples to identify the geographic distribution of SARS-CoV-2 and variants in Missouri and monitor for indicators of community outbreaks.

This contract is up for renewal, contract period August 01, 2024 through July 31, 2025

PROCUREMENT

FISCAL IMPACTS

MO Dept of Health provides all supplies for the testing, our Sewer Department takes weekly samples into our local health department to run the samples.
The City is reimbursed at \$100 per sample.

SUPPORT DOCUMENTS:	Contract to be renewed
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DEPARTMENT'S RECOMMENDED MOTION:	Move to approve the contract.
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RESOLUTION NO. 6-2022

A RESOLUTION AUTHORIZING THE MAYOR TO RENEW AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI (CONTRACTOR) AND THE DEPARTMENT OF HEALTH AND SENIOR SERVICES (DEPARTMENT) FOR THE PURPOSE OF SEWER SHED DISEASE TREND MONITORING.

WHEREAS, the City of Salem Missouri desires to enter into an agreement with the Department of Health and Senior Services for the purpose of sewer shed disease trend monitoring.

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

Section 1.

To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto.

Section 2.

The Contractor shall package the collected samples as described in Attachment B and C, which are attached hereto.

Section 3.

The Department will pay the Contractor a firm, fixed price of \$100.00 per sample, upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.

Section 4.

The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

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 27th DAY OF FEBRUARY 2024.

APPROVED:

**Greg
Parker
Mayor**

ATTEST:

**Tammy Koller
City Clerk**

APPROVAL AS TO FORM:

**James K. Weber
City Attorney**

**PROGRAM SERVICES CONTRACT**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

Tracking # 55211	Contract Title: WASTEWATER OPERATORS	
Contract Start: 8/1/2024	Contract End: 7/31/2025	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor)	
CITY OF SALEM	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS	
400 NORTH IRON	
CITY, STATE, and ZIP CODE	
SALEM	MO 65560
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN)	UEI NUMBER:

CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- BOX A:** To be completed by a non-business entity as defined below.
BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under Wastewater Operators and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the Contractor must perform/provide each of the following. The Contractor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed, at minimum, by the Contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature

Printed Name _____

Title

Date _____

E-Mail Address

E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary

Date _____

EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Contractor's name and the MOU signature page completed and signed by the Contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: _____

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

Wastewater Operators

1. GENERAL

- 1.1 The contract amount shall not exceed \$5,200.00 for the period of August 01, 2024 through July 31, 2025.
- 1.2 To the extent that this contract involves the use, in whole or in part, of federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>.
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Wastewater Surveillance Program
Program Contact: Melissa Reynolds
Address: 930 Wildwood Drive, PO Box 570, Jefferson City, MO 65102
Phone: 573-526-1398
Email: Melissa.Reynolds@health.mo.gov

2. PURPOSE

- 2.1 Wastewater operators will collect and submit twenty-four (24) hour composite influent wastewater samples for the purpose of sewershed disease trend monitoring.

3. DEFINITIONS

- 3.1 The following terms appear in the Contract document and shall apply as described below.
 - 3.1.1 **Sewershed** means the community area served by a wastewater collection system.

- 3.1.2 **Wastewater** means untreated or influent used water coming from residential and domestic sources.

4. DELIVERABLES AND OUTCOMES

- 4.1 The Contractor shall collect samples as described in Attachment B and C, which are attached hereto and is incorporated by reference as if fully set forth herein.
- 4.2 The Contractor shall package the collected samples in the provided coolers and deliver to a local public health agency or as directed by the Department, where a courier will pick the sample up.
- 4.3 The Contractor shall provide the Department with metadata from the time of collection.

5. BUDGET AND ALLOWABLE COSTS

- 5.1 The Department will pay the Contractor a firm, fixed price of \$100.00 per sample, upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.
- 5.2 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.

6. INVOICING AND PAYMENT

- 6.1 The Contractor shall understand and agree the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must update their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 6.2 The Contractor shall invoice the Department using the Vendor Request for Payment form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice. The Department will provide the Vendor Request for Payment form to the Contractor.
- 6.3 The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice. The Contractor shall indicate an invoice number for each invoice submitted in the following format, beginning with "WW," followed by a number: WW#####.
- 6.4 The Contractor shall submit invoices quarterly. Invoices shall be due by the last day of the month following the quarter in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 6.5 The Department will pay the Contractor quarterly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.

- 6.6 The Contractor shall submit invoices and reports to:

Missouri Department of Health and Senior Services
Bureau of environmental Epidemiology
P.O. Box 570
Jefferson City, MO 65102-0570
Email: DHSS.WastewaterSurveillanceProgram@health.mo.gov

- 6.7 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 6.8 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 6.9 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 6.10 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 6.10.1 For payment by check, the Contractor shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

- 6.11 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.
- 6.12 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

7. AMENDMENTS

- 7.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

8. RENEWALS

- 8.1 The parties may renew the agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

9. MONITORING

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

10. DOCUMENT RETENTION

- 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.

- 11.2 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor creates as a result of contract activities. Unless disclosure is required by law, the Contractor shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Contractor agrees it will assume liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

12. LIABILITY

- 12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.
- 12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by the Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the

Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

- 13.2 In accordance with the “Steven’s Amendment” in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
 - 13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
 - 13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

- 14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the Contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the Contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein.

The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

- 14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:
 - 14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
 - 14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 14.5 In accordance with subsection 2 of section 285.530 RSMo, the Contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. TERMINATION

- 15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 15.1.2 A change in federal or state law relevant to this contract occurs; or
 - 15.1.3 A material change of the parties to the contract occurs; or
 - 15.1.4 By request of the Contractor.
- 15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice.

- 15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS**4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
- 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
- 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
- 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
- 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

Coronavirus Sewershed Surveillance Project

WWTF sample collection

STANDARD OPERATING PROCEDURE

What you need

- Standard personal protective equipment and procedure (e.g., nitrile or latex gloves and protective eyewear)
- Paper towels (or other absorbent material)
- Packing tape
- Sharpie or other permanent marker
- A sampling device or method capable of collecting 24-hour composite samples

MDNR provided

- 3 pre-labeled sample collection tubes (50 mL each)
- 2 plastic bags
- 4 Ice packs
- Shipping cooler and box
- Biohazard label
- Neon Green Project label
- Electronic sampling log

Collecting the sample

1. Open your box to retrieve the ice packs. Store ice packs in a freezer.
2. Collect at least 1-liter of 24-hour composite sample of raw sewage from the influent. Note: Allow enough time to collect, package and transport samples to drop-off location prior to pick-up time (see step 8).
3. When the collection is complete, close the bottle and invert a few times to mix.
4. Check that each of the three sample tubes has the same sample number and matches the current week's date. Pour sample into each of the three 50 mL tubes. Fill tubes to the top line (50 mL). **Don't overfill tubes.** Screw the caps back on firmly. Fill out labels following the example below with a permanent marker (e.g., Sharpie) (Fig. 1). Ensure correct printed date is used.

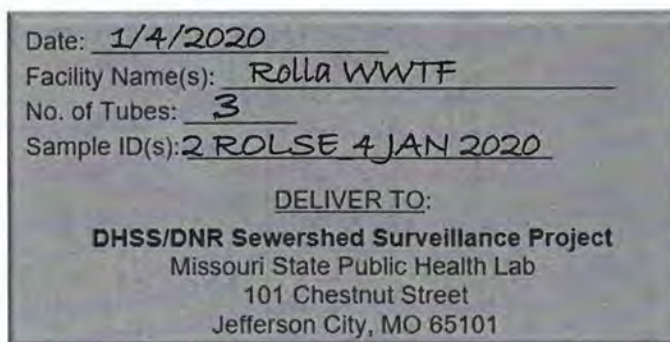
DHSS/DNR Sewershed Surveillance Project
2 ROLSE_4 JAN 2020
Collection Date: <u>1/4/2020</u>
Collector Initials: <u>JK</u>

Figure 1. Example sample label. Please fill in collection date and initial.

5. Put tubes in a plastic bag with paper towels and seal. Put plastic bag into another plastic bag and seal. Affix the red Biohazard label to outer bag. Store samples in refrigerator (4°C) until ready for shipping.
6. Pour remaining sample back into sewer system. Do not pour down storm drains. Rinse autosampler bottle 2-3 times with water.

Packing the sample

7. Put the plastic bag containing the samples and ice packs inside the shipping cooler.
8. Seal top of shipping box with packing tape. Fill out the green DHSS/DNR Sewershed Surveillance Project label following the example below (Fig. 2). Affix the project label to the top of the box and make sure it is clearly visible.



Date: 1/4/2020
Facility Name(s): Rolla WWTF
No. of Tubes: 3
Sample ID(s): 2 ROLSE 4 JAN 2020

DELIVER TO:
DHSS/DNR Sewershed Surveillance Project
Missouri State Public Health Lab
101 Chestnut Street
Jefferson City, MO 65101

Figure 2. Example project label. Please fill in the shipping date, facility name, number of sample tubes in box, and sample ID (from label on tube).

Shipping the sample

9. Drop off box with samples to nearest courier location before the designated pick-up time on **Monday-Thursday**. Please do not send on a Friday or day before a holiday. Courier locations can be found at <https://health.mo.gov/lab/courierservices.php> (Do not drop off at a hospital location, as these may not accept water samples).
10. Complete and submit the electronic REDCap Facility Log survey on the same day as you take sample to courier. Access the Facility Log survey via the link in the email you receive from Department of Health and Senior Services. You may resubmit later to add metadata parameters when they become available. If you did not receive the REDCap survey, please contact Melissa.reynolds@health.mo.gov.
11. If a sample week is skipped or has issues for any reason, please contact Jessica Klutts, Jessica.klutts@dnr.mo.gov. If we don't receive your sample by Friday, we will contact you to be sure there wasn't a courier issue.

Coronavirus Sewershed Surveillance Project

Modified composite or grab influent wastewater sample collection

STANDARD OPERATING PROCEDURE

What you need

- Dipper or other grab sample collection device with container (for individual grab samples)
- Clean bottle with lid to composite grab samples (at least 1 L)
- Standard personal protective equipment and procedure (e.g., nitrile or latex gloves and protective eyewear)
- Paper towels (or other absorbent material)
- Packing tape

DNR provided

- 3 pre-labeled sample collection tubes (50 mL each)
 - 2 plastic bags
 - Ice packs
 - Shipping cooler and box
 - Biohazard label
 - Neon Green Project label
 - Electronic sampling log
-

Collecting the sample

1. Open your box to retrieve the ice packs. Store ice packs in a freezer.
2. Rinse dipper or other collection container three times in waste stream prior to sample collection.
3. Collect sample.
 - a. *Modified composite sample*

Collect a minimum of four equal volume grab samples no closer than 2 hours apart during a 24-hour period. Store grab samples in a refrigerator (4°C). Composite all grab samples into clean bottle with lid. The final volume should be at least 1 L.

Notes: Record sample collection times. Collect samples at the same times each week to ensure consistency across sampling events. Some of the samples should coincide with periods of high sewer system usage (i.e. morning or evening).
 - b. *Single grab sample*

If a modified composite is not possible, collect a 1 L grab sample.

Notes: Collect sample at the same location and time each week to ensure consistency across sampling events. Optimal sample times coincide with periods of high sewer system usage (i.e. morning and evening)
4. When the collection is complete, close the bottle and shake it to mix.
5. Check that each of the three sample tubes has the same sample number and matches the current week's date. Pour sample into each of the three 50 mL tubes. Fill tubes to the top

line (50 mL). **Don't overfill tubes.** Screw the caps back on firmly. Fill out labels following the example below (Fig. 1).

DHSS/DNR Sewershed Surveillance Project

Sample Number: **SFDNW_1 Jun 2020**

Collection Date: June 1, 2020

Collection Time: 8:00 AM

Collector Initials: SAZ

Figure 1. Example sample label. Please fill in collection date and time and initial.

- Put tubes in a plastic bag with paper towels and seal. Put plastic bag into another plastic bag and seal. Affix the red Biohazard label to outer bag. Store samples in refrigerator (4°C) until ready for shipping.

Packing the sample

- Put the plastic bag containing the samples and ice packs inside the shipping cooler.
- Seal top of shipping box with packing tape. Fill out the green DHSS/DNR Sewershed Surveillance Project label following the example below (Fig. 2). Affix the project label to the top of the box and make sure it is clearly visible.

Date: June 1, 2020

Facility Name(s): Springfield NW

No. of Samples: 3

Sample Number(s): SFDNW-01 Jun 2020

DELIVER TO:

DHSS/DNR Sewershed Surveillance Project
Missouri State Public Health Lab
101 Chestnut Street
Jefferson City, MO 65101

Figure 2. Example project label. Please fill in the shipping date, facility name, number of sample tubes in box, and sample ID number (from label on tube).

Shipping the sample

- Drop off box with samples to nearest courier location before the designated pick-up time on **Tuesdays**. Courier locations can be found at <https://health.mo.gov/lab/courierservices.php> (Do not drop off at a hospital location, as these may not accept water samples).
- Complete the electronic sample log and email to the contacts at DHSS, DNR, and MU listed below. The email should also include notice that samples have been dropped off at the courier.

Contacts for sample log:

Sally Zemmer, DNR, sally.zemmer@dnr.mo.gov

Melissa Reynolds, DHSS, melissa.reynolds@health.mo.gov

Marc Johnson, MU, marcijohnson@missouri.edu

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The Contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the Contractor and the state.
- c. The Contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The Contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The Contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The Contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the Contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The Contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the Contractor's default or breach of contract.
- b. The Contractor agrees and understands that the contract shall constitute an assignment by the Contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the Contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the Contractor, the state may cancel the contract. At its sole discretion, the state may give the Contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Contractor must provide the state within 10 working days from notification a written plan detailing how the Contractor intends to cure the breach.
- b. If the Contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the Contractor for any additional costs incurred thereby.
- d. The Contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the Contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The Contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the Contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the Contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor.

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	55211	State: 0%	\$0.00	Federal: 100%	\$5,200.00
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Contract Title: WASTEWATER OPERATORS

Contract Start: 8/1/2024 **Contract End:** 7/31/2025 **Amend#:** 00 **Contract #:**

Vendor Name: CITY OF SALEM

CFDA: 93.323 **Research and Development:** N
CFDA Name: EPIDEMIOLOGY AND LABORATORY CAPACITY FOR INFECTIOUS DISEASES (ELC)
Federal Agency: DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION
Federal Award: 6NU50CK000546-02
Federal Award Name: CK19-1904 EPIDEMIOLOGY AND LABORATORY CAPACITY FOR PREVENTION AND CONTROL OF EMERGING INFECTIOUS DISEASES (ELC)
Federal Award Year: 2020 **DHSS #:** CK000546-02S **Federal Obligation:** \$5,200.00

* The Department will provide this information when it becomes available.

Project Description:

Wastewater samples collected for the purpose of sewershed disease trend monitoring.

Staff Summary Report

MEETING DATE:	02/27/2024
AGENDA ITEM:	Emergency Amendment
AGENDA TITLE:	Application- MO Dept Natural Resources, SRF Program

ACTION REQUESTED BY:	Stacey Houston / Sally Burbridge
ACTION REQUESTED:	Approval to file application
SUMMARY BY:	Stacey Houston

PROJECT DESCRIPTION / FACTS

The Missouri Department of Natural Resources is offering a new funding opportunity to assist communities with their lead service line inventory, planning and replacement projects. This funding helps public water systems comply with the revised federal Lead and Copper Rule requirements. The rule requires all public water systems to complete an inventory of all drinking water service lines connected to their distribution system.

Funding is provided by the Bipartisan Infrastructure Law and made available through the Drinking Water State Revolving Fund. Funding is expected to be allocated on an annual basis through 2026.

The City currently has ARPA funding that will complete approximately 10% of our Lead Service Line Inventory. This application will allow the city to apply for funding that could help in completing the Lead Service Line Inventory.

PROCUREMENT

FISCAL IMPACTS

Unknown at this time

SUPPORT DOCUMENTS:	Resolution No. 8-2024
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DEPARTMENT'S RECOMMENDED MOTION:	Move to authorize Mayor Parker to execute and file an application on behalf of the City of Salem.
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RESOLUTION NO. 8-2024

A RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION WITH THE MISSOURI DEPARTMENT OF RESOURCES, STATE REVOLVING FUND PROGRAM FOR LOANS UNDER THE MISSOURI CLEAN WATER LAW (CHAPTER 640, RSMo.).

WHEREAS, pursuant to the terms of the Missouri Clean Water Law, Chapter 640, Revised Statutes of Missouri, the State of Missouri has authorized the making of loans and/or grants to authorized applicants to aid in the construction of specific public projects.

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

Section 1.

That the mayor be, and he is hereby authorized to execute and file an application on behalf of the City of Salem, with the State of Missouri for a loan and/or grant to aid in the construction of the Lead Line Service Line Inventory will include aspects of records review, administrative services, and in-field verification of service lines.

Section 2.

That Greg Parker, Mayor is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application, which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

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 27th DAY OF FEBRUARY 2024.

APPROVED:

**Greg
Parker
Mayor**

ATTEST:

**Tammy Koller
City Clerk**

APPROVAL AS TO FORM:

**James K. Weber
City Attorney**

Staff Summary Report

MEETING DATE:	February 27, 2024
AGENDA ITEM:	Service Line Warranty Program

ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Approval of the Royalty/Marketing Agreement for the Service Line Warranty Program
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

This program covers SERVICE LINES owned by the home/building owner.

The Service Line Warranty program offers coverage in instances of line leaks and breakages when on the homeowner's side of the meter. Residents may purchase coverage directly from HomeServe in the amounts listed on pg 2 of the NLC Staff Report.

Some quick calculations:

If all three lines of coverage were purchased at a rate of \$23.49/month and this person had one instance per line where a repair was needed (water, sewer and in-home) that maxed out the coverage at \$8,500, \$8,500 and \$3,000 respectively per occurrence (\$20,000 of line repair). It would take a person almost 71 years of paying \$23.49/month to actually pay in \$20,000 to the program.

$\$23.49 \times 12 \text{ months} = \$281.88/\text{year} \times 71 \text{ years} = \$20,013.48$

If a resident wanted to only do water line protection at \$5.75/month, they would pay for 123 years to pay in the equivalent of the \$8,500 coverage for one occurrence.

$\$5.75 \times 12 \text{ months} = \$69/\text{year} \times 123 \text{ years} = \$8,487$

There are unlimited calls with a max of \$8,500 per occurrence for exterior water and sewer lines, or \$3,000 per occurrence for in-home plumbing issues.

The Royalty/Marketing Agreement gives Service Line Warranties of America permission to use the City's logo and branding in marketing and educational information used periodically during the 3 year term to promote the Service Line Warranty Program to Salem residents.

PROCUREMENT

N/A

FISCAL IMPACTS

None to the City

SUPPORT DOCUMENTS:	NLCSLWP Why Offer MO State Presentation NLC Service Line Program Staff Report State League Endorsement Letter – Missouri Royalty 3 Product Agreement
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NLC Service Line Warranty Program

WHY SHOULD OUR CITY offer this program?



Because aging infrastructure impacts private lines, too.

Nationwide a water main breaks every two minutes. The same elements that cause those failures also exist on your residents' private lines: age of lines, deteriorating pipe material, freezing and thawing, and ground shifting.

This program provides an optional — proactive — solution to a problem that is bound to strike your residents at some point in time.



Homeowners believe service line repairs are the municipality's responsibility.

When private service lines break or leak, many homeowners call the municipality first and are often surprised — and frustrated — to learn that the municipality can't help.

Educational marketing about homeowners' responsibility for service lines is a key component of the program.



An unexpected repair expense can be hard on a budget — and peace of mind.

Studies show that most Americans do not have enough savings to cover an emergency repair cost that could be from hundreds to as much as \$3,500 or more. In addition, many can be overwhelmed by having to find a trustworthy contractor.

The program provides affordable repair plans backed by vetted, local-area contractors, keeping dollars in the local economy.

For more information call:
1-866-974-4801 or visit
watersolutions.homeserve.com

Or scan here
to learn more:



**NLC Service Line
Warranty Program**

by
 **HomeServe**

Program Highlights



- ▲ The only utility line warranty program endorsed by the National League of Cities (NLC) and multiple state leagues
- ▲ Educates homeowners about their lateral line responsibilities
- ▲ Program handles all resident communications, service delivery and administration at no cost to the municipality
- ▲ Provides ongoing revenue stream to the municipality
- ▲ Reduces calls from residents to the municipality for lateral water and sewer line issues
- ▲ 24/7/365 bilingual customer service
- ▲ All repairs performed to city code by local-area, licensed contractors, keeping money in the local economy
- ▲ All materials sent to residents are pre-approved by the municipality

HomeServe has:

- ▲ **Over 1,200** municipal, utility and association partners across North America.
- ▲ **4.8 out of 5 stars*** customer satisfaction rating.
- ▲ Performed over **2.2 million repairs** over the last three years, saving customers over **\$1.1 billion.**

* Customers surveyed after receiving service between 7/1/2022 - 2/31/2022.



Scan here to
learn more:



**NLC Service Line
Warranty Program**

by
HomeServe



NLC Service Line Warranty Program: Benefits to Cities & Residents



NLC Service Line
Warranty Program

1

WHY CHOOSE UTILITY SERVICE PARTNERS?



EXPERIENCE

Offering services
for over 18 years



REPUTATION

98% customer
satisfaction



PARTNERSHIP

Endorsed by National
League of Cities and MO
Municipal League



**BBB Torch Award for
Marketplace Ethics**
Trust • Performance • Integrity
2013 Winner
Western Pennsylvania Better Business Bureau®



"These awards underscore one of the primary reasons the National League of Cities selected USP as a partner. The organization's exemplary record of customer service and transparency is what has driven the success of this partnership over the years."



Clarence Anthony
Executive Director
National League of Cities



NLC Service Line
Warranty Program

2

AGING INFRASTRUCTURE IS PROBLEMATIC FOR CITIES & HOMEOWNERS



- In Missouri, infrastructure upgrades over the next 20 years are estimated at \$8.9 billion for drinking water
- Lateral lines are subjected to the same elements as public lines -ground shifting, fluctuating temperatures, tree root penetration, corrosion and more
- Failed lines waste thousands of gallons of water and present an environmental hazard
- Common homeowner misconceptions the municipality is responsible for maintenance of the water and sewer lines on their property or repairs are covered by their homeowner's policy



3



NLC Service Line
Warranty Program

3

NLC SERVICE LINE WARRANTY PROGRAM BENEFITS



- Only Service Line Program Endorsed by the National League of Cities and a Preferred Partner of the Missouri Municipal League
- No cost for the City to participate
- Ongoing Revenue Stream for the Municipalities
- Educates homeowners about their lateral line responsibilities
- Free Public Awareness Campaign
- Peace of Mind - with one toll-free call a reputable plumber is dispatched
- All repairs performed to code by local licensed contractors
- Contractors undergo rigorous vetting process to ensure quality service



NLC Service Line
Warranty Program

4

NLC SERVICE LINE WARRANTY PROGRAM AND WHAT IT COVERS



SEWER/SEPTIC LATERAL
COVERAGE



WATER/WELL LINE
COVERAGE

Homeowner repair protection for leaking, clogged or broken water and sewer lines from the point of utility connection to the home exterior

Coverage includes:

- Educating homeowners about their service line responsibilities
- Up to \$8,500 coverage per repair incident
- Includes coverage for thawing of frozen external water lines
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods



NLC Service Line
Warranty Program

5

NLC SERVICE LINE WARRANTY PROGRAM AND WHAT IT COVERS



INTERIOR PLUMBING
AND DRAINAGE

Homeowner repair protection for in-home water supply lines and in-home sewer lines and all drain lines connected to the main sewer stack that are broken or leaking inside the home after the point of entry

Coverage includes:

- Up to \$3,000 coverage per repair incident.
- Repair of clogged toilets
- Includes coverage for broken or leaking water, sewer, or drain lines under the slab or basement floor
- No annual or lifetime limits, deductibles, service fees, forms, or paperwork
- 24/7/365 availability
- Repairs made only by licensed, local contractors
- Affordable rates and multiple payment methods



NLC Service Line
Warranty Program

6

MARKETING APPROACH

- No Public Funds are used in marketing, distribution, or administration of the program.
- Only market by direct mail, no telemarketing
- Would never mail without your review and approval of marketing material before each and every campaign
- Limited mailing campaigns per year
- Consumer friendly marketing
- Always voluntary for the homeowner



- Consumers can enroll one of three ways:
 - Calling into our toll free number that is provided on the mailing;
 - Returning the bottom of the letter to us in the self addressed stamped envelope provided
 - Visiting our consumer website www.slwofa.com at any time



NLC Service Line
Warranty Program

7

SOLUTIONS FOR MUNICIPALITIES AND THEIR HOMEOWNERS



- Endorsed by the Missouri Municipal League
- More than 1000 municipal and utility partnerships
- Currently serving over 4 million customers
- Saved customers over \$454 million in repair costs over the past 3 years
- Consistent customer satisfaction rating of 98%
- 9 of every 10 customers surveyed have recommended the program to friends, family and neighbors



NLC Service Line
Warranty Program

8

8

44 Missouri Partners and Customer Data

• Adrian	• Kimberling City	• Sunset Hills
• Airport Drive	• Kirksville	• Town and Country
• Bella Villa	• La Monte	• University City
• Billings	• Lake Tapawingo	• Waynesville
• Cameron	• Lawson	• Willard
• Calhoun	• Lebanon	• Winchester
• Canton	• Lexington	• Wellington
• Centertown	• Moberly	• Wellston
• Clarksdale	• Monett	• Wellsville
• Diggins	• Monroe City	
• Edgerton	• Moscow Mills	
• Grandview	• Norwood Court	
• Hurley (also leak)	• Odessa	
• Jonesburg	• Osage Beach	
• Joplin	• Pine Lawn	
• Kansas City	• Pleasant Hill	
	• Potosi	
	• Raytown	



This program has saved Missouri residents over \$10 million in repair costs



NLC Service Line Warranty Program

9

For more information contact...

Emilie Zalfini
Director, Regional Water Team
724-749-1060
EZalfini@UtilitySP.net



NLC Service Line Warranty Program

10

RECOMMENDATION: It is recommended that the council authorize their designee to enter into the royalty Marketing agreement with Utility Service Partners, Inc. (USP) a HomeServe Company for an initial term of three (3) years, subject to review.

BACKGROUND: The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC, will help Salem to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/ clogged water lines, sewer lines, and in-home plumbing lines.
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes.
- Providing exemplary service that reflects positively on the municipality.
- The program generates an ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The municipality will receive a royalty of \$0.50 per product per month for the duration of the program.

COVERAGE: NLC Service Line Warranty Program offers three complete and separate voluntary programs. There is never a service fee/deductible or annual or lifetime limit. Residents can cancel the warranties at any time.

Exterior Water Service Line: Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Exterior Sewer Service Line: Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces.

Internal Plumbing and Drainage: Coverage includes the emergency breakdown costs of repairing or replacing interior water, sewer, and drainage pipe materials, valves and other plumbing-related material, including unblocking, repair and replacement. Repair of clogged toilets.

Product	Monthly	Annual Coverage Limit	Annual Service Calls/Per Call Coverage	Royalty for the Municipality
External Water Line	\$5.75	Unlimited	Unlimited Calls \$8,500 Per Call	\$0.50 per contract per month
External Sewer Line	\$7.75	Unlimited	Unlimited Calls \$8,500 Per Call	\$0.50 per contract per month
In-Home Plumbing	\$9.99	Unlimited	Unlimited Calls \$3,000 Per Call	\$0.50 per contract per month

IMPLEMENTATION: The NLC Service Line Program will utilize the utility logo to brand the materials used to educate utility customers about our repair service plans. Program marketing literature clearly discloses that the Program and the utility are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the municipality and will submit all marketing/communications materials to the municipality for final approval before each campaign.

No mailing/customer data is required. Residents can choose to enroll via mail, phone, or web. We bill customers directly. Customers can cancel at any time. No minimum enrollments required.

FINANCIAL IMPACT: No cost to the municipality to participate.

The municipality would receive \$0.50 per product per month royalty.



Dear Member:

The Missouri Municipal League is pleased to continue its endorsement of the National League of Cities (NLC) Service Line Warranty Program, administered by Utility Service Partners (USP). Offered at no cost to League members, the NLC Service Line Warranty Program educates homeowners about their service line responsibilities and offers affordable protection from unanticipated service line repair costs. Homeowners in participating cities and towns are eligible to purchase low-cost repair service plans for broken or leaking outside water and sewer lines, covering up to \$8,500 per occurrence.

Benefits to residents and municipalities include:

- Educates homeowners and reduces local officials' frustration;
- No cost for Missouri cities and towns to participate;
- Affordable rates for residents;
- Increases citizen satisfaction.

Important features of the program:

1. USP pays for the repairs, not your residents;
2. Customers are provided with a 24/7/365 repair hotline staffed with live agents;
3. All repairs performed to local code by rigorously vetted, licensed and insured local contractors;
4. USP is responsible for all aspects of the program, including marketing, billing, customer service, and performing all repairs.

33 Missouri municipalities currently offer the program, which has saved Missouri homeowners over \$4 million in repair costs over the past three years. The League has chosen to endorse USP, a HomeServe company, because of its outstanding national reputation. USP is a BBB Accredited Business with an A+ rating, and they maintain a customer satisfaction rating exceeding 98%. This is the only protection program endorsed by the National League of Cities and multiple state municipal leagues.

The Missouri Municipal League is here to assure the program works for Missouri cities and towns who participate. We encourage you to consider joining over 500 U.S. cities in adopting the NLC Service Line Warranty Program for your municipality.

Sincerely,

Dan Ross
Executive Director
Missouri Municipal League

RESOLUTION NO. 7-2024

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BY AND BETWEEN THE CITY OF SALEM, MISSOURI AND UTILITY SERVICE PARTNERS PRIVATE LABEL, INC D/B/A SERVICE LINE WARRANTIES OF AMERICA FOR SEWER AND WATER LINE LATERALS BETWEEN THE METERS AND RESIDENTIAL PRIVATE PROPERTY.

WHEREAS, the City of Salem desires to offer property owners residing in the city the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Attachment A or as otherwise agreed in writing from time to time by the parties;

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

Section 1.

That the mayor is hereby authorized to sign the Service Line Warranties of America Marketing Agreement

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 9th DAY OF JANUARY 2024.

APPROVED:

ATTEST:

**Greg
Parker
Mayor**

**Tammy Koller
City Clerk**

APPROVAL AS TO FORM:

**James K. Weber
City Attorney**

MARKETING AGREEMENT

This MARKETING AGREEMENT (“**Agreement**”) is entered into by and between the City of Salem, Missouri (“**City**”), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America (“**Company**”), herein collectively referred to singularly as “**Party**” and collectively as the “**Parties**”. This Agreement shall be effective on the last signature date set forth below (“**Effective Date**”).

RECITALS:

WHEREAS, sewer and water line laterals between the mainlines and the connection on residential private property are owned by individual residential property owners residing in the City (“**Property Owner**”); and

WHEREAS, City desires to offer Property Owners the opportunity, but not the obligation, to purchase a service plan and other similar products set forth in Exhibit A or as otherwise agreed in writing from time-to-time by the Parties (each, a “**Product**” and collectively, the “**Products**”); and

WHEREAS, Company, a subsidiary of HomeServe USA Corp., is the administrator of the National League of Cities Service Line Warranty Program and has agreed to make the Products available to Property Owners subject to the terms and conditions contained herein; and

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City hereby grants to Company the right to offer and market the Products to Property Owners subject to the terms and conditions herein.

2. **City Obligations.**

A. Grant of License. City hereby grants to Company a non-exclusive license (“**License**”) to use City's branding (“**Marks**”), on marketing materials in accordance with Exhibit A to be sent to Property Owners from time to time, and to be used in advertising (including on the Company's website), all at Company's sole cost and expense and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, or withheld. Company's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In the event that City extends a similar license to a competitor of Company during the Term and any Renewal Term of this Agreement, the City shall provide thirty (30) days' notice prior to such grant of license and Company may immediately terminate this Agreement.

B. **Property Owner Data.** If City elects to do so, City may provide Company with Property Owner Data for use by Company in furtherance of the advertisement, marketing, and sale of the Products. Any name, service address, postal address, and any other appropriate or necessary data for Property Owners in City is defined as “**Property Owner Data**”. Property Owners Data shall be and remain City’s property. For any Property Owner Data provided by City to Company, City warrants that Property Owner Data has been and will be collected in compliance with all laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations (“**Applicable Laws**”); and City is permitted by Applicable Laws and by any applicable privacy policy to provide Property Owner Data to Company and to permit Company to use Property Owner Data for the purposes of this Agreement. A Property Owner who has purchased a Product is a member (“**Member**”) and, following such purchase, all data in Company’s control or possession relating to Members is Company’s property.

3. **Term.** The term of this Agreement (“**Initial Term**”) shall be for three (3) years from the Effective Date. The Agreement will automatically renew for additional one (1) year terms (each a “**Renewal Term**”, and collectively with the Initial Term, the “**Term**”) unless one of the Parties gives the other written notice at least ninety (90) days prior to end of the Initial Term or of a Renewal Term that the Party does not intend to renew this Agreement. In the event that Company is in material breach of this Agreement, the City may terminate this Agreement thirty (30) days after giving written notice to Company of such breach, if said breach is not cured during said thirty (30) day period. Company will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** As consideration for such license, Company will pay to City a License Fee of as set forth in Exhibit A (“**License Fee**”) during the Term of this Agreement. The first payment shall be due by January 30th of the year following the conclusion of the first year of the Term. Succeeding License Fee payments shall be made on an annual basis throughout the Term, due and payable on January 30th of the succeeding year. City agrees to provide a completed Form W-9 to Company in order to facilitate proper payment of the License Fee. City will have the right, at its sole expense, to conduct an audit, upon reasonable notice and during normal business hours, of Company's books and records pertaining to any fees due under this Agreement while this Agreement is in effect and for one (1) year after any termination of this Agreement.

5. **Confidentiality.** Each party will treat all non-public, confidential and trade secret information received from the other party as confidential, and such party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, the City shall not be liable for any disclosure of confidential information that is required to be disclosed under any applicable public records act or under court order. City shall provide notice to Company prior to any such disclosure.

6. **Code Change.** The Parties understand that the pricing of the Products and compensation provided for in this Agreement are based upon the currently applicable City, municipal or similar codes. In the event Company discovers a code change, Company shall have the ability to reassess the pricing of this Agreement.

7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to protect, indemnify, and hold the other Party, its officers, employees, contractors, subcontractors, and agents (collectively or individually, “**Indemnatee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs (individually or collectively, “**Claim**”), which an Indemnatee may suffer or which may be sought against or are recovered or obtainable from an Indemnatee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act or omission of the Indemnifying Party or its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement; provided that the applicable Indemnatee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnatee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

8. **Notice.** Any notice required to be given hereunder shall be deemed to have been given when notice is (i) received by the Party to whom it is directed by personal service, (ii) sent by electronic mail (provided confirmation of receipt is provided by the receiving Party), or (iii) deposited as registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:
ATTN: Sally Burbridge
City of Salem
400 N Iron
Salem, MO 65560
Email: cityadministrator@salem-mo.com
Phone: (573) 729-4811

To: Company:
ATTN: Chief Growth Officer
Utility Service Partners Private Label, Inc.
601 Merritt 7, 6th Floor
Norwalk, CT 06851
Phone: (866) 974-4801

9. **Modifications or Amendments/Entire Agreement.** Except for the list of available Products under the Agreement, which may be amended from time to time by the Parties in writing and without signature, any and all of the representations and obligations of the Parties are contained herein, and no modification, waiver or amendment of this Agreement or of any of its conditions or provisions shall be binding upon a Party unless in writing signed by that Party.

10. **Assignment.** Neither Party may assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party unless such assignment or delegation is to an affiliate or to an acquirer of all or substantially all of the assets of the transferor.

11. **Counterparts/Electronic Delivery; No Third Party Beneficiary.** This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this agreement any third- party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

12. **Choice of Law/Attorney Fees.** The Parties shall maintain compliance with all Applicable Laws with respect to its obligations under this Agreement. The governing law shall be the laws of the State of Missouri, without regard to the choice of law principles of the forum state. THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

13. **Incorporation of Recitals and Exhibits.** The above Recitals and Exhibit A attached hereto are incorporated by this reference and expressly made part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first written below.

CITY OF SALEM

Name:

Title:

Date:

UTILITY SERVICE PARTNERS PRIVATE LABEL, INC.

Name: Michael Backus

Title: Chief Growth Officer

Date:

Exhibit A
NLC Service Line Warranty Program
City of Salem
Term Sheet
November 14, 2023

- I. Initial Term. Three Years.
- II. License Fee. \$0.50 per Product for each month that a Product is in force for a Property Owner (and for which payment is received by Company), aggregated and paid annually, for:
 - A. Use of City logo and name on letterhead, advertising, signature line, and marketing materials.
- III. Products.
 - A. External water service line plan (initially, \$5.75 per month)
 - B. External sewer/septic line plan (initially, \$7.75 per month)
 - C. Interior plumbing and drainage plan (initially, \$9.99 per month)

Pricing does not include taxes. Company may adjust the foregoing Product fees; provided, that any such monthly fee adjustment shall not exceed \$0.50 in any 12-month period. If such adjustment shall exceed \$0.50, both Parties must agree in writing.
- IV. Scope of Coverage.
 - A. External water service line plan:
 - i. Covers Property Owner responsibility: From the meter to the external wall of the home.
 - ii. Covers thawing of frozen external water lines.
 - iii. Covers well service lines if applicable.
 - B. External sewer/septic line plan:
 - i. Covers Property Owner responsibility: From the external wall of the home to the sewer main.
 - ii. Covers septic lines if applicable.
 - C. Interior plumbing and drainage plan:
 - i. Covers water supply pipes and drainage pipes within the interior of the home.
- V. Marketing Campaigns. Company shall have the right to conduct up to three campaigns per year (each campaign consists of two mailings) and such other channels as may be mutually agreed. Initially, Company anticipates offering the interior plumbing and drainage plan Product via in-bound phone or web only.

Staff Summary Report

MEETING DATE:	February 27, 2024
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Chain Link Fence Bid Approval

ACTION REQUESTED BY:	Donnie Moore
ACTION REQUESTED:	Approval of Bid from J&M Construction & Fencing LLC
SUMMARY BY:	Tammy Koller

PROJECT DESCRIPTION / FACTS

The city of Salem solicited bids from qualified contractors to install a commercial grade chain link fence. The fence will need to be installed around the industrial park water tower and well # 4 to secure the area and equipment.

Minimum specifications for the Chain Link Fencing are as follows:

- 1100 feet of six-foot nine-gauge chain link fence
- Two six-foot walk gates • Two twenty-four-foot double swing gates
- Condition: New
- Warranty: 90 days or more

All vendors who are interested in submitting a quote for the Chain Link Fencing are required to provide the following information:

- Warranty available on the Chain Link Fencing
- Quote for the Chain Link Fencing and Gates.

The lowest bid amount of \$24,000 from Leo Morgan Fencing was considered non-responsive as they did not include the required warranty information.

PROCUREMENT

The RFB's was published in The Salem News on February 6, 2024 and were due to the City Clerk on Friday, February 22, 2024 at 3 pm. Three (3) bids were received as listed below.

FISCAL IMPACTS

The Water Department budgeted \$40,000 for fencing

SUPPORT DOCUMENTS:	Bid Documents:
	Leo Morgan Fencing \$24,000.00
	Diamond Fence LLC \$45,000.00
	J&M Construction & Fencing LLC \$29,950.00

RECOMMENDED MOTION:	Move approval of bid from J&M Construction & Fencing LLC for \$29,950.00.
----------------------------	---

City of Salem Bid Summary

Project:

CHAIN LINK FENCE BID

Opening Date/Time:

FEBRUARY 22, 2024 AT 3:15

Location:

Old City Hall, Council Chambers, 202 N. Washington St., Salem

Company	Total Bid Cost
Leo Morgan Fencing	24,100.00
Diamond Fence LLC	45,000.00
J&M Construction & Fencing LLC	29,950.00

Tammy Kolla, City Clerk
City of Salem

February 22, 2024
Date

City of Salem

Bid Opening Sign-in Sheet

Name of Project: CHAIN LINK FENCE BID

Opening Date/ Time: 2/22/2024 0:00

Location: Old City Hall, Council Chambers, 202 N. Washington St., Salem, MO

City Project Lead: DONNIE MOORE

[illegible]

CITY OF SALEM
VENDOR AND BID LIST INFORMATION

Date: FEB 8 24
Company Name: Leo Morgan Sereing
Address: 20868 Dillon Road
City: Lebanon State: MO Zip Code: 65536

CONTACT PERSON FOR BID:

Printed Name Leo Morgan
Email _____ Phone (417) 588-7747

Signature of Owner/Representative Leo Morgan Leo Morgan
(Signature) (Print Name)

Please attach detailed manufacturer's specifications with the minimum required information listed in the bid specifications.

831746

Statement

DATE Feb 8-24

TERMS

TO

City of Salem mo
water Dept

Salem mo 65560

IN ACCOUNT WITH

Leo Morgan Fencing
20868 Dillon Rd
Webster mo 65536

600' 4 6' CL fence 22 post

9 ga wire

SCH 40 post

2520 Top Rail

1 6' walk gate

1 24' DD gate

\$14200⁰⁰

Job #2

City well #4

450' 4 CL fence

1 6' walk gate

1 24' DD gate

9900⁰⁰Total 24,100⁰⁰

CURRENT

OVER 30 DAYS

OVER 60 DAYS

TOTAL AMOUNT

**CITY OF SALEM
VENDOR AND BID LIST INFORMATION**

Date: 02/22/2024

Company Name: Diamond Fence LLC

Address: PO Box 192

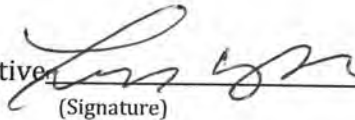
City: Potosi State: mo Zip Code: 63664

CONTACT PERSON FOR BID:

Printed Name Tiffany Yarbrough

Email diamondfence@hotmail.com Phone (573) 210-8606

Signature of Owner/Representative


(Signature)

Tiffany Yarbrough
(Print Name)

Please attach detailed manufacturer's specifications with the minimum required information listed in the bid specifications.

Diamond Fence LLC
PO Box 192
Potosi, MO. 63664

573-210-6297
573-210-8606
diamondfence@hotmail.com

ESTIMATE

City of Salem

Estimate # 0000956

Estimate Date 02/22/2024

Item	Description	Unit Price	Quantity	Amount
	Salem MO chain-link fence			
	1100 linear ft. of 6' tall galvanized chain-link fence with top rail and tension wire at the bottom	37.00	1100.00	40,700.00
	2 24' double drive gates	1700.00	2.00	3,400.00
	2 6' walk gates	450.00	2.00	900.00
		Subtotal		45,000.00
		Total		45,000.00
		Amount Paid		0.00
		Estimate		\$45,000.00



Stephens Pipe & Steel, LLC

G.A.W. Fence Fabric Limited 15 Year Warranty

Stephens Pipe & Steel, Inc. warrants to the original purchaser of Stephens Pipe Color Fence Materials to be free from defects of material and workmanship. Stephens Pipe warrants that these materials will be free from corrosion, rot, breakage due to coating failure for a period of 15 years from date of original purchase. This warranty does not apply in marine/salty/coastal or harsh industrial environments. This warranty only applies to defects resulting from normal use and not from changes caused by alteration, accident, abuse, fire, flood, environmental hazard, or act of God. This warranty is valid only if fence is installed according to Stephens Pipe Specifications.

Under this warranty, Stephens Pipe & Steel, Inc. obligation is limited to replacement of defective materials only. Reimbursement for the cost of removal and/or installation are not included and Stephens Pipe will not provide such service. To file a claim if defects as listed above become evident in the fence material, the original purchaser shall notify Stephens Pipe in writing, along with a copy of original purchase invoice to : Stephens Pipe & Steel, Inc. P.O. Box 618 Russell Springs, KY 42642. In order to validate this warranty the information section below must be completed and a copy returned within 30 days of purchase.

Stephens Pipe & Steel, Inc. is not responsible for injury, property damage or other indirect, special or consequential damages arising directly or indirectly out of the use of these fence materials, notwithstanding the fact that said injury, property damages or other damages arose directly or indirectly from an actual or alleged defect in material and/or workmanship.

Any implied warranty, including, but not limited to a warranty of merchantability or of fitness for a particular purpose, shall terminate at the expiration of this limited 15 year warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In order for you to perfect your rights under this warranty, you should return a signed copy of this form to Stephens Pipe and Steel, LLC within 30 days of the purchase.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Stephens Pipe & Steel, LLC

P.O. Box 618 / Hwy 619

Russell Springs, KY 42642

Installer/Supplier

Date Purchased

Invoice Number

Name


Address

City, State, Zip

Phone () -

Signature

Date



Stephens Pipe & Steel, Inc.

Galvanized Fence Materials Limited 15 Year Warranty

In order to validate your warranty complete the following information and return to:

Stephens Pipe & Steel, Inc.
P.O. Box 618
Russell Springs, KY 42642

To be completed by fence installer / wholesaler:

Installed for:

Customer Name: _____

Address: _____

City, ST Zip: _____

Installation Date: ____ / ____ / ____

Purchase Date: ____ / ____ / ____

Invoice Number: _____

Installer:

Business Name: _____

Address: _____

City, ST Zip: _____

Installer Signature: As a fencing installer, I certify that my organization, or properly assigned sub-contractor have installed the above referenced material at the listed customer location. I further certify that the Stephens Pipe & Steel, Inc. Galvanized Fence System was completely and properly installed.

Signature: _____

Date: ____ / ____ / ____





STEPHENS
PIPE & STEEL
SPS

Zinc Coated (Galvanized) Steel Chain Link Fence Fabric

ASTM A 392, Federal specification RR-F-191 Type I, AASHTO M-181 Type I

1. PRODUCT NAME

Zinc Coated (Galvanized) Steel
Chain Link Fence Fabric

MANUFACTURER

Stephens Pipe and Steel,
LLC Manufacturing
Locations:

Stephens Pipe and Steel, LLC

10732 Schadel Rd

Mount Sterling, OH 43143

2. PRODUCT DESCRIPTION

Basic Use:

Zinc coated (galvanized) steel chain link fence fabric for commercial, industrial, institutional and recreational applications. Zinc coated fabric is contained in various government specifications for use in prison, road, dock, airport, housing, forestry, and military uses.

Composition and Materials:

Zinc coated steel chain link fence fabric is produced by cold-drawing good commercial grade steel rod into wire of the appropriate diameter. The steel rod from which the wire is drawn is produced by the open hearth, electric furnace or basic oxygen process.

The zinc coating may be applied before weaving into fabric (GBVV) or after weaving into fabric (GAW): *Galvanized before weaving (GBW)*. The wire is cleaned, passed through a bath of molten zinc, and then woven into chain link fabric.

Galvanized after weaving (GAW).

The uncoated wire is woven into chain link fence fabric of the appropriate height and mesh size. The coating is produced by passing the woven mesh through a continuous line which includes cleaning of the fabric. After cleaning, the fabric passes through a molten bath of zinc metal to produce the galvanized coating.

Zinc used to produce the coating conforms to the requirements of ASTM specification B6.

3. Standards:

ASTM A 392 *Zinc-Coated Steel Chain Link Fence Fabric*
ASTM F567 *Installation of Chain Link Fence*
ASTMA 817 *Metallic-Coated Wire for Use in Chain Link Fence*
ASTM B6 *Zinc (Slab Zinc)*
Federal specification RR-F-191 K/1 D
Type I, *Fencing, Wire and Post Metal (Chain-Link Fence Fabric)*
American Association of State Highway Transportation Officials
M-181 *Chain Link Fence, Type I*

4. TECHNICAL DATA

General:

The manufacturer, if requested, will supply samples and certification that all materials furnished fully comply with the appropriate specifications.

Chain Link Fence Fabric:

The base metal of the chain link fence fabric is composed of commercial quality medium-carbon wire. The weight of zinc coating, wire sizes with allowable variances, and wire breaking strength, as shown in **Table 1**, conform to ASTM A 817 for the wire size specified. The fabric is zinc coated after weaving (GAW) or before weaving (GBW)".

Coating Weight

Zinc-coated (galvanized) steel chain link fence fabric conforming to ASTM A392 and other specifications referenced above is available in two coating classes with the following minimum coating weights:

Class 1 - 1.2 oz/ft² (366 g/m²)

Class 2 - 2.0 oz/ft² (610 g/m²)

GAW is available in either class. GBW is limited to Class 1 due to the limited availability of galvanized wire with a Class 2 coating. Fabric woven with 11 ga wire and fabric with mesh

sizes less than 1³/₄" are GBW.

Sizes: Galvanized fabric is available in mesh sizes from 3/8 in. to 2 in. (10 mm to 50 mm), and in heights from

36 inches to 144 inches (910 mm to 3,660 mm).

Unless otherwise specified, chain link fence fabric woven with a 2 inch (50 mm) mesh and 60 inches (1,520 mm) or less in height is knuckled at both selvages; for fabrics 72 inches (1,830 mm) and above the selvages are knuckled at one edge and twisted at the other. All fabrics woven into mesh sizes under 2 in. are knuckled at both selvages.

5. INSTALLATION

Install chain link fence fabric in accordance with ASTM Practice 567.

6. AVAILABILITY AND COST

Availability:

Zinc coated steel chain link fence fabric is available for shipment throughout the United States and worldwide.

Cost:

Material costs may vary depending on specific requirements. Costs may be obtained through your SPS representative..

Class 2 galvanized steel chain link fence fabric is warranted for 15 years against failure due to rust or corrosion.

7. MAINTENANCE

Periodic inspection is recommended but no routine maintenance is required.

8. TECHNICAL SERVICES

Technical services are available through your Stephens Pipe Sales Representative. or your local SPS Branch Location.

Stephens Pipe and Steel, LLC

2224 E Hwy 619

Russell Springs, Kentucky

42642

1 800 451 2612

ZINC COATED FRAMEWORK – OnGuard SPS 40E

ASTM F1043 Group I-C, Federal specification RR-F-191 Class 1 Grade B, AASHTO M-181 Grade 2

PRODUCT NAME

Galvanized Framework,
OnGuard SPS 40E

MANUFACTURER / DISTRIBUTOR

Stephens Pipe & Steel, LLC

PO Box 618, 2224 E Hwy 619

Russell Springs, Kentucky 42642

800 451 2612

spsfence.com

PRODUCT DESCRIPTION

OnGuard SPS 40E pipe is the strongest readily available product to use as end, corner or line posts, and rails, for industrial, commercial and institutional applications.

The requirements for this material are contained in numerous government specifications for use in prison, road, dock, airport, housing, forestry, and military installations.

OnGuard SPS 40E pipe is typically used in installations which incorporate zinc-coated or aluminum-coated steel chain link fence fabric, although it may also be specified for use with other types of fabric, i.e. PVC coated.

Composition and Materials:

OnGuard SPS 40E pipe is manufactured using pre-galvanized cold formed steel with a higher yield strength and tensile strength than schedule 40 pipe. The pipe is triple coated to provide and maintain a pleasing appearance in all climates and severe atmospheric conditions.

Standards:

ASTM F1043 *Strength and Protective Coatings on Metal Industrial Chain Link Fence Framework*, Group I-C Heavy Industrial

ASTM A 653/A 653M *Steel Sheet, Zinc-Coated by the Hot Dip Process*

ASTM A 924/A 924M *General Requirements for Sheet Metal, Metallic-Coated by the Hot Dip Method*

ASTM F567 *Installation of Chain Link Fence*
Federal specification RR-F-191K/3D

Fencing, Wire and Post Metal (Chain Link Fence Posts, Top Rails, and Braces), Class 1, Grade B AASHTO M-181 *Chain Link Fence*, Grade 2 (American Association of State Highway Transportation Officials), Grade 2

Federal Aviation Administration AC 150/5370
Item F162

TECHNICAL DATA

General:

The manufacturer or distributor can supply samples and certification that all materials furnished fully comply with the required specifications.

Zinc Coated Steel Framework:

The information in this document for high yield strength/high tensile strength pipe covers the requirements for pipe sizes NPS 1 to NPS 3 1/2, corresponding to fence industry sizes 1-3/8" to 4". Note: The dimension designator, NPS is used instead of traditional terms such as nominal diameter, size, and nominal size.)

Yield Strength Requirement:

The yield strength of OnGuard SPS 40E is 50,000 psi (344 MPa), min.

Coating Requirements:

The pre-galvanized exterior of OnGuard pipe is triple coated, ensuring the pipe will maintain its appearance. The raw steel is coated with a metallic coating of zinc, plus a chromate conversion coating and a clear organic film, conforming to ASTM F1043 Type B coating requirements. The interior of the pipe is pre galvanized conforming to ASTM F1043 Type B coating requirements. Mill lengths may range from 18 ft to 24 ft, or posts are available cut-to-length.

CORROSION RESISTANCE

Salt Spray

Exterior

The exterior clear coated surface shall have demonstrated the ability to resist 1000 hours of salt spray exposure with a maximum of 5% red rust.

AVAILABILITY AND COST

Availability: OnGuard SPS 40E is available for shipment throughout the United States and worldwide.

Cost: Material costs may vary depending on specific requirements. Costs may be obtained from your Stephens Pipe Sales Representative.

MAINTENANCE

No routine maintenance is required.

TECHNICAL SERVICES

Technical services are available. Call your sales representative for assistance.



800.451.2612

ADVANTAGE
ONE
SOURCE

Polymer-Coated Steel Chain Link Accessories

ASTM F626, Federal Specification RR-F-191 /4D, AASHTO M-181-98

- Chain link fence accessories: [ASTM F 626] Provide items required to complete fence system. Galvanize each ferrous metal item and finish to match framing.
- Post caps: PVC-coated formed steel, cast malleable iron, or aluminum alloy weather tight closure cap for tubular posts. Provide one cap for each post. Cap to have provision for barbed wire when necessary. "C" shaped line post without top rail or barbed wire supporting arms do not require post caps. (Where top rail is used, provide tops to permit passage of top rail.)
- Top rail and brace rail ends: PVC-coated pressed steel per ASTM F626, for connection of rail and brace to terminal posts.
- Sleeves: Lengths of top rails to be connected using 6" (152 mm) PVC-coated sleeves that allow for expansion or contraction of the rail.
- Tie Wire: PVC-coated 9 gauge [0.148" (3.76 mm)] galvanized steel or aluminum for attachment of chain link fabric to posts and rails. Hog rings attach fabric to tension wire to be 12 1/2 GA [0.0985" (2.502 mm)].
- Brace and tension (stretcher bar) bands: PVC-coated pressed steel.
- Tension wire: PVC applied to metallic coated steel wire: Per ASTM F 1664 Class 2b, 7 gauge, (0.177", 4.4958 mm) diameter core wire with tensile strength of 80,000 psi (551 MPa).
- Truss rods & tightener: PVC-coated steel rods with minimum diameter of 3/8" (9.525 mm). Capable of withstanding a tension of minimum 2,000 lbs.
- Barbed wire: PVC-coated per ASTM F 1665 Class 2a steel wire double-strand, 12/1/2 gauge, (0.092" (2.34 mm) twisted line wire with galvanized steel, 4 point barbs (without PVC finish) spaced approximately 5" (127 mm) on center.
- Barbed wire supporting arms: PVC-coated pressed steel arms with provisions for attaching 3 rows of barbed wire. Arms shall withstand 250 lb. (113.5 kg) downward pull at outermost end of arm without failure.
 - Provide [6 strands double "V" arms].
 - Provide intermediate arms with hole for passage of tension wire.
- Nuts and bolts are galvanized but not vinyl coated. Cans of PVC touch up paint are available to color coat nuts and bolts if desired.

CITY OF SALEM
VENDOR AND BID LIST INFORMATION

Date: 02/21/2024

Company Name: J&M Construction & Fencing LLC

Address: 2248 Green St.

City: Centerville State: Missouri Zip Code: 63633

CONTACT PERSON FOR BID:

Printed Name Jason Dement

Email jmconstructionandfencing@gmail.com Phone (573) 482-0428

Signature of Owner/Representative Misty Dement Misty Dement
(Signature) (Print Name)

Please attach detailed manufacturer's specifications with the minimum required information listed in the bid specifications.

Quoted Amount: \$29,950.00

- The manufacturer offers a 15-year warranty on the materials. Forms are supplied in our bid packet for reference. J&M Construction & Fencing LLC offers a 1-year warranty on installation of the fence and gates, excluding damage.
- If awarded the fence job, Dig-Rite must be contacted and given an appropriate amount of time to mark the utilities.
- Job would be started within 30 days of Dig-Rite clearance.
- Would be completed within 30 days of starting.

References
For
J&M Construction & Fencing LLC
2248 Green St.
Centerville, Mo 63633

Company Name: Mark Twain Forest Ranger Station

Contact Person: Chris Bland

Phone No: 573-261-9228

Email:

Total Contract Amount: \$60,000.00

Job Description: Install 767' of 7ft chain link fence, 2 Cantilever drive through gates, 1 walk gate, repair existing fence

Title: COR of Engineering

Company Name: Treetop Condominiums

Contact Person: Jane Oliver

Phone No: 636-227-8688

Email: Jane@cpmgateway.com

Total Contract Amount: \$88,000.00

Job Description: Remove old decks, build new decks

Title: Manager

Company Name:

Contact Person: Carol King

Phone No:

Email: kannking46@gmail.com

Total Contract Amount: \$7,600.00

Job Description: 380' Wooden Privacy Fence

Title:

Company Name:

Contact Person: Roland Laramore

Phone No: 573-604-1077

Email: laramore.charles@yahoo.com

Total Contract Amount: \$15,000.00

Job Description: 300' White Vinyl X Horse Fence

Title:

Company Name:

Contact Person: Robert Jordan

Phone No: 573-944-4768

Email:

Total Contract Amount: \$18,000.00

Job Description: 120' Wooden Privacy Fence, 1 ½ miles of Sheep & Goat Fence

Title:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
SHEA L O BRIANT		PHONE (A/C, No, Ext):	
PO BOX 183260		FAX (A/C, No):	
COLUMBUS OH 43218-4260		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Nationwide General Insurance Company	
		NAIC # 23760	
INSURED		INSURER B:	
J&M Construction & Fencing LLC		INSURER C:	
2248 GREEN ST		INSURER D:	
Centerville MO 63633-8108		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			ACP CG01 3201552595	10/27/2023	10/27/2024	EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		\$ 1,000,000				
			DAMAGE TO RENTED PREMISES (Ea occurrence)				
			\$ 100,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$ 5,000
	OTHER:						PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 2,000,000
							PRODUCTS - COMP/OP AGG
							\$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO						\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person)
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					\$
							BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					\$
	DED	RETENTION \$					AGGREGATE
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N					OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT
							\$
							E.L. DISEASE - EA EMPLOYEE
							\$
							E.L. DISEASE - POLICY LIMIT
							\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City Of Salem
400 N. Iron Street
Salem, MO 65560

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
TRENA GAGE



2100 Manchester Trafficway
Kansas City, MO 64126
(816) 359-3836
Sales Fax: (000) 000-0000
Sales Phone: (000) 000-0000

Remit Payment to:
Stephens Pipe & Steel, LLC
P.O. Box 618
Russell Springs, KY 42642
Visit our website:
<https://SPSfence.com>

QUOTATION #: 16-005037 Pg 1 of 2
Billing Date : 2/21/2024
Customer Acct: 64887
Payment Terms: CASH/CERT. CHECK
Customer PO #:
Sales Person : K.SIMON
Made By User : kevinSimon
SPS Order # : 0-0
Shipped Via : OT
Contact Name : KEVIN SIMON

*** Quote valid 30 days. Expires: 3/22/2024 ***

Sold To: J & M CON STRUCTION AND FENCE
5734820248
2100 MANCHESTER TRAFFICWAY
KANSAS CITY, MO 64126

Ship To: J & M CONSTRUCTION AND FENCE
(573) 482-0248
2100 MANCHESTER TRAFFICWAY
KANSAS CITY, MO 64126

CUSTOMER MUST FIELD VERIFY ALL MATERIALS. SPS IS NOT RESPONSIBLE FOR FINAL QUANTITIES OR TAKEOFFS!

Ordered	Shipped	BackOrder	Unit	Product Item Description	Price	Amount
4	4	0	pc	GALV 4" x 10'6" x SPS40-G210 PR6A9010.5		
8	8	0	pc	GALV 3" x 9' x SPS40-G210 PR5A909		
105	105	0	pc	GALV 2" x 8' x SPS40-G210 PR3A908		
1281	1281	0	ft	GALV 1-5/8" x 21' x SPS40-G210 x 61pc PR2A9021		
1100	1100	0	ft	HOT DIP 2x9x72in KK 50ft/rl CL205012 ** VERIFY SELVAGE		
2	2	0	ea	IND DD GATE 24Wx6 2" SPS40 9ga GTI125232D *Fab: 1.2 HD 2x9 KK		
2	2	0	ea	IND SNG GATE 6Wx6 2" SPS40 9ga GTI065232S *Fab: 1.2 HD 2x9 KK		
16	16	0	ea	TENSION BAR 72"x3/4" HD10000		
16	16	0	ea	DOM TRUSS ROD 3/8"x11' HU26020		
2	2	0	rl	TENSION WIRE 7ga SPRL 1.2oz (1000'/rl) HU29010		
52	52	0	ea	SLEEVE 1-5/8in HD20020		
16	16	0	ea	TRUSS ROD TIGHTENER HD26030		
16	16	0	ea	BRACE BAND 2in HD13030		
16	16	0	ea	BRACE BAND 4in HD13060		
48	48	0	ea	BRACE BAND 3in HD13050		
60	60	0	ea	TENSION BAND 3in HD11050		
20	20	0	ea	TENSION BAND 4in HD11060		
48	48	0	ea	PS RAIL END COMBO 1-5/8in HD06010		
105	105	0	ea	PS LOOP CAP 2x1-5/8in HD04532		

Acceptance of quote confirms your approval of materials as quoted.

Review all items. Any discrepancies MUST BE noted on original delivery document and VERIFIED BY DRIVER. Buyer agrees to pay all applicable taxes. Invoices not paid within terms will be charged a 1.5% monthly service charge. If payment made with credit card, a 2% convenience fee will be added. PRICES MAY CHANGE WITHOUT NOTICE! Returns subject to 15-50% Restock Fee.

Continued on Page 2

LBS:11,003 P/D:02-21



2100 Manchester Trafficway
Kansas City, MO 64126
(816) 359-3836
Sales Fax: (000) 000-0000
Sales Phone: (000) 000-0000

Remit Payment to:
Stephens Pipe & Steel, LLC
P.O. Box 618
Russell Springs, KY 42642

Visit our website:
<https://SPSfence.com>

QUOTATION #: 16-005037 Pg 2 of 2
Billing Date : 2/21/2024
Customer Acct: 64887
Payment Terms: CASH/CERT. CHECK
Customer PO #:
Sales Person : K.SIMON
Made By User : kevin simon
SPS Order # : 0-0
Shipped Via : OT
Contact Name : KEVIN SIMON

*** Quote valid 30 days. Expires: 3/22/2024 ***

Sold To: J & M CON STRUCTION AND FENCE
5734820248
2100 MANCHESTER TRAFFICWAY
KANSAS CITY, MO 64126

Ship To: J & M CONSTRUCTION AND FENCE
(573) 482-0248
2100 MANCHESTER TRAFFICWAY
KANSAS CITY, MO 64126

CUSTOMER MUST FIELD VERIFY ALL MATERIALS. SPS IS NOT RESPONSIBLE FOR FINAL QUANTITIES OR TAKEOFFS!

Ordered	Shipped	BackOrder	Unit	Product Item Description	Price	Amount
4	4	0	ea	PS DOME CAP 4in HD03060		
8	8	0	ea	PS DOME CAP 3in HD03050		
8	8	0	ea	BULLDOG HINGE 4in PS HD15262		
4	4	0	ea	BULLDOG HINGE 3in PS HD15252		
2	2	0	ea	DD STRONG ARM LATCH 1-5/8"/2" Frame HD60100		
2	2	0	ea	IND LATCH 2x3 MAL HD50035		
1100	1100	0	ea	ALUM TIE 9gax6-1/2in HU39020		
200	200	0	ea	BOLT/NUT 5/16x1-1/4in HD32010		
5	5	0	lb	ST HOG RING 9ga (100/lb) HU31020		

Ask me about ACCESS CONTROL...

Call today and request to receive invoices via email.

Fuel Charge
8.975% Tax

Total Order

MATERIALS RECEIVED BY: _____ PRINT Name: _____ DATE: ____/____/____

Acceptance of quote confirms your approval of materials as quoted.

Review all items. Any discrepancies MUST BE noted on original delivery document and VERIFIED BY DRIVER. Buyer agrees to pay all applicable taxes. Invoices not paid within terms will be charged a 1.5% monthly service charge. If payment made with credit card, a 2% convenience fee will be added. PRICES MAY CHANGE WITHOUT NOTICE! Returns subject to 15-50% Restock Fee.

LBS:11,003 P/D:02-21



LARGEST AMERICAN OWNED FENCE DISTRIBUTOR & MANUFACTURER



Reliable Service & Quality Since 1974

Commercial and Residential Chain-Link Fabric

Operating 120 weaving machines in 8 locations, we produce chain link fabric ranging from 2 to 20 feet in height. Rolls are available in 25, 50 and 100 feet long depending on gauge and mesh.

Contact a local branch or your sales person for more information.



OnGuard™
Chain Link & Gates



HOW FABRIC IS MADE



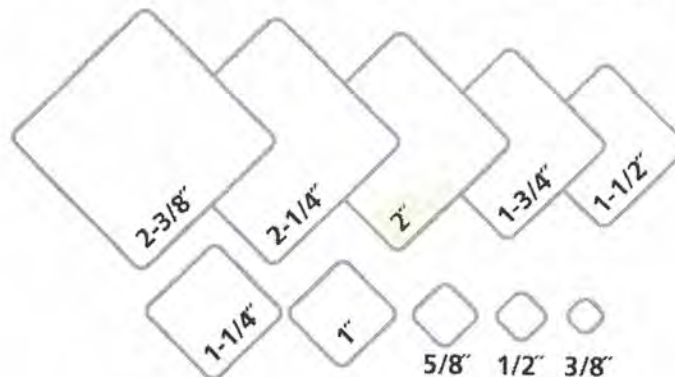
HOW HOT DIP FABRIC IS MADE



WARRANTY

Mesh Options

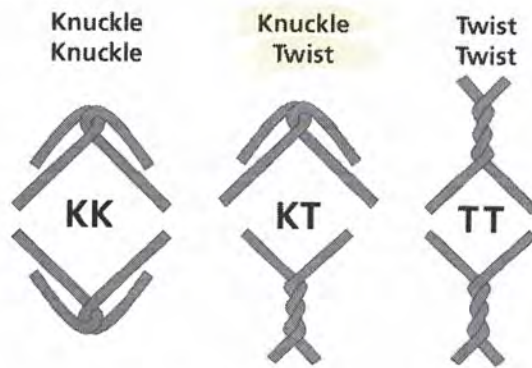
Ranging from 3/8 to 2-3/8 inch mesh, we can customize any fabric size you need to meet your job specifications.



Selvage Options

Selvage describes the finish of the ends. Knuckle means the ends of the wire are folded over. Twist means the wire is twisted together.

** Materials quoted are highlighted.*



Finished Wire Colors

Our standard finished wire colors are galvanized, 2oz and aluminized. Contact a local branch or your sales person for more information.



GALVANIZED



2 OZ.



ALUMINIZED

Standard Fabric Colors

Our standard fabric colors are black, brown, green, and woodland. Contact a local branch or your sales person for more information.



BLACK



BROWN



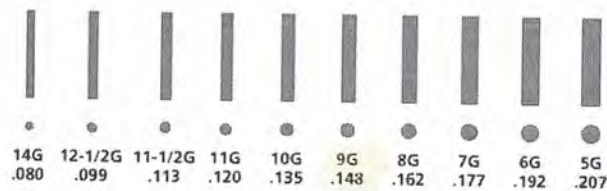
GREEN



WOODLAND

Wire Gauges

SPS can make chain link fabric in any of the below gauges. The most common gauges are 6, 9 and 11-1/2.



Wire Coating

SPS products a wide variety of fabric coating types: Hot-dipped (GAW) 1.2 & 2.0oz, Pre-galv (GBW) Class 1, 3, & 4. Colored fabric: 2B (Bonded and Fused), 2A, Extruded. Also, we supply Aluminized, and Aluminum fabric. Please call for details.





Stephens Pipe & Steel, LLC

G.A.W. Fence Fabric Limited 15 Year Warranty

Stephens Pipe & Steel, Inc. warrants to the original purchaser of Stephens Pipe Color Fence Materials to be free from defects of material and workmanship. Stephens Pipe warrants that these materials will be free from corrosion, rot, breakage due to coating failure for a period of 15 years from date of original purchase. This warranty does not apply in marine/salty/coastal or harsh industrial environments. This warranty only applies to defects resulting from normal use and not from changes caused by alteration, accident, abuse, fire, flood, environmental hazard, or act of God. This warranty is valid only if fence is installed according to Stephens Pipe Specifications.

Under this warranty, Stephens Pipe & Steel, Inc. obligation is limited to replacement of defective materials only. Reimbursement for the cost of removal and/or installation are not included and Stephens Pipe will not provide such service. To file a claim if defects as listed above become evident in the fence material, the original purchaser shall notify Stephens Pipe in writing, along with a copy of original purchase invoice to : Stephens Pipe & Steel, Inc. P.O. Box 618 Russell Springs, KY 42642. In order to validate this warranty the information section below must be completed and a copy returned within 30 days of purchase.

Stephens Pipe & Steel, Inc. is not responsible for injury, property damage or other indirect, special or consequential damages arising directly or indirectly out of the use of these fence materials, notwithstanding the fact that said injury, property damages or other damages arose directly or indirectly from an actual or alleged defect in material and/or workmanship.

Any implied warranty, including, but not limited to a warranty of merchantability or of fitness for a particular purpose, shall terminate at the expiration of this limited 15 year warranty. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In order for you to perfect your rights under this warranty, you should return a signed copy of this form to Stephens Pipe and Steel, LLC within 30 days of the purchase.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Stephens Pipe & Steel, LLC

P.O. Box 618 / Hwy 619

Russell Springs, KY 42642

Installer/Supplier _____

Date Purchased _____

Invoice Number _____

Name _____


Address _____

City, State, Zip _____

Phone (____) ____-____

Signature _____

Date _____



Stephens Pipe & Steel, Inc.

Galvanized Fence Materials Limited 15 Year Warranty

In order to validate your warranty complete the following information and return to:

Stephens Pipe & Steel, Inc.
P.O. Box 618
Russell Springs, KY 42642

To be completed by fence installer / wholesaler:

Installed for: Customer Name: _____
Address: _____
City, ST Zip: _____

Installation Date: ____/____/____ Purchase Date: ____/____/____ Invoice Number: _____

Installer: Business Name: _____
Address: _____
City, ST Zip: _____

Installer Signature: As a fencing installer, I certify that my organization, or properly assigned sub-contractor have installed the above referenced material at the listed customer location. I further certify that the Stephens Pipe & Steel, Inc. Galvanized Fence System was completely and properly installed.

Signature: _____ Date: ____/____/____



Staff Summary Report

MEETING DATE:	February 27, 2024,
AGENDA ITEM:	Bids
AGENDA TITLE:	Plumbing Bids

ACTION REQUESTED BY:	Sally Burbridge
ACTION REQUESTED:	Approval of Bids for Plumbing work at City Hall
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The freeze and subsequent water line breaks at the City Hall building in January have necessitated the repair of plumbing fixtures in three (3) of the restrooms in that building:

- Main floor men's urinals need flush valve replacements due to freezing
- Backstage restroom replacement of old cpvc water lines and valves
- Basement women's restroom needs one (1) toilet reset as it was removed to assist with draining of water from the basement floor

After visiting with multiple staff and with Pat Todd who is the instructor for the HYSET classes held in the City Hall, it was determined that it would be in the City's best interest to do some additional upgrades and improvements to the restrooms to fix some additional issues that were noted and ongoing. This would also insure that the restrooms were ready for additional use when we open the auditorium for movies in the future.

The attached quotes reflect the scope of work requested for repairing and upgrading the plumbing fixtures at the City Hall.

PROCUREMENT

Three (3) quotes were solicited. Two (2) quotes were received.

FISCAL IMPACTS

\$10,000 was budgeted in the Capital Improvements budget for Improvements to the Old City Hall.

SUPPORT DOCUMENTS:	Quotes Received: Perfection Plumbing Rictor Plumbing LLC
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DEPARTMENT'S RECOMMENDED MOTION:	Move approval of bid from Rictor Plumbing LLC in the amount of \$6720.29.
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City Administrator

From: Jeff Dooley <perfectionplumbing78@yahoo.com>
Sent: Sunday, February 18, 2024 6:32 PM
To: City Administrator
Subject: Re: Old City Hall Quote

1Hello Sally, I've got an estimate on labor & materials for the job duties you're referring to listed below. The only 2 things that is questionable is and may differ from my estimate is...

(1). The tankless water heater. I need to know what you're using the water heater for? So I can install the proper size water heater for your needs.

Also you'll need to hire an electrician to run the proper wire size & to have the proper sized breakers.

(2). The mop sink install. I can't estimate labor to the exact hours due to the unknown of where I need to properly install the drain, And where I can get water supplies to the faucet. But I know it's 95% possible.

JOB DUTIES:

1.] Remove vanity, sink & toilet. Install mop sink basin & drain. Install & mount mop sink faucet with hot & cold water supply.

Labor.....\$640.00(estimate only)
Materials.....\$1,000.00(estimate only)

Total \$6,750.00

2.] Replace CPVC water lines with PEX water lines

Labor.....\$320.00(estimate only)
Materials.....\$500.00(estimate only)

3.] Remove & Replace 5 urinal flush valves with sensor technology.

Labor..... \$480.00
Flush valves.....\$1,625.00
Misc. Materials.....\$200.00
Total.....\$2,305.00

4.] Remove & Replace 7 toilet flush valves & flanges with bolts where needed

Labor.....\$640.00
Flush valves.....\$1,050.00
Misc. Materials.....\$200.00
Total.....\$1,890.00

5.] Install 1½" plugs in floor drains

Labor.....\$80.00
Materials.....\$15.00
Total.....\$95.00

~~6.] Removing & capping off water line to sink & install tankless water heater.~~

~~Labor.....\$480.00(estimate only)
Tankless water heater.....\$500.00(estimate only)
Misc. Materials.....\$200.00(estimate only)~~

~~I hope this is everything you need, if not please feel free to call me @ 573-851-9659.~~

[Sent from Yahoo Mail on Android](#)

On Fri, Feb 16, 2024 at 10:30 AM, City Administrator
<cityadministrator@salemno.com> wrote:

Good morning, Jeff,

I appreciate you preparing the quote for work at Salem's Old City Hall.

As I have visited with staff and others who are regularly in the building, I need to ask for some adjustments to the quote as follows:

Delete the replacement of the upstairs ADA toilets with tanks (3 in women's and 1 in men's restrooms) we will leave these as is for now.

Upstairs "Employee Only" bathroom, remove toilet, sink and vanity and install a floor mop sink with faucet for both filling and emptying mop buckets where the sink and vanity are.

Replace CPVC water lines to sink in backstage restroom with pex and inline valves.

Remove the replacement of the 7 remaining commercial toilets – instead replace flush valve assemblies and replace metal flanges and wax rings (and bolts if necessary) (4 in women's basement, 2 in men's basement and 1 backstage restrooms).

Replace flush valve assemblies on all 5 urinals (2 upstairs and 3 in basement)

Replace 4, 1 ½ inch floor drain plugs.

Please provide as alternate quotes:

Automatic flushing valve devices on all 5 urinals.

Removal and capping off hot water line to sink in backstage restroom with installation of small on-demand hot water heater under sink.

Please let me know if you have questions.

Thank you,

Sally Burbridge

CITY ADMINISTRATOR



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

O: 573-729-4811 ext 106 C: 573-453-6871

www.salemмо.com



City Administrator

From: Dave Rictor <ldrictor@gmail.com>
Sent: Monday, February 26, 2024 10:03 AM
To: City Administrator
Subject: Re: Salem's Old City Hall

Adding sensor to urinals bid is \$6720.29 thanks for the heads up

Rictor Plumbing LLC
New and Remodel Plumbing
L.D. Rictor - Owner
ldrictor@gmail.com
573-247-5877

On Sun, Feb 25, 2024, 11:24 AM City Administrator <cityadministrator@salemno.com> wrote:
One quick question, does this amount include the auto flush devices for the urinals?

Sally Burbridge
Sent from my iPhone

On Feb 25, 2024, at 9:56 AM, Dave Rictor <ldrictor@gmail.com> wrote:

Alternate quote \$5255.29 need tax exemption form if awarded bid.

Rictor Plumbing LLC
New and Remodel Plumbing
L.D. Rictor - Owner
ldrictor@gmail.com
573-247-5877

On Fri, Feb 23, 2024, 1:08 PM City Administrator <cityadministrator@salemno.com> wrote:

L.D.,

If there is any chance, I need to have quotes in by noon on Monday, Feb 26th.

Eliminate the on-demand water heater in the backstage restroom from the updates listed below.

Let me know if you have questions.

Thank you,

Sally Burbidge

CITY ADMINISTRATOR

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

O: 573-729-4811 ext 106 C: 573-453-6871

www.salem-mo.com

From: City Administrator
Sent: Friday, February 16, 2024 10:37 AM
To: ldrictor@gmail.com
Subject: Salem's Old City Hall

Good morning, L.D.,

I appreciate you preparing the quote for work at Salem's Old City Hall.

As I have visited with staff and others who are regularly in the building, I need to ask for some adjustments to the quote as follows:

Delete the replacement of the upstairs ADA toilets with tanks (3 in women's and 1 in men's restrooms) we will leave these as is for now.

Upstairs "Employee Only" bathroom, remove toilet, sink and vanity and install a floor mop sink with faucet for both filling and emptying mop buckets where the sink and vanity are.

Replace CPVC water lines to sink in backstage restroom with pex and inline valves.

Remove the replacement of the 7 remaining commercial toilets – instead replace flush valve assemblies and replace metal flanges and wax rings (and bolts if necessary) (4 in women's basement, 2 in men's basement and 1 backstage restrooms).

Replace flush valve assemblies on all 5 urinals (2 upstairs and 3 in basement)

Replace 4, 1 ½ inch floor drain plugs.

Please provide as alternate quotes:

Automatic flushing valve devices on all 5 urinals.

Removal and capping off hot water line to sink in backstage restroom with installation of small on-demand hot water heater under sink.

Please let me know if you have questions.

Thank you,

Sally Burbidge

CITY ADMINISTRATOR

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

Staff Summary Report

MEETING DATE: February 27, 2024

AGENDA ITEM: Reading of Bills

AGENDA TITLE: Bills No. 3589-3599

ACTION REQUESTED BY: Sally Burbridge

ACTION REQUESTED: Adopt a Non-Smoking/Vaping Code for City of Salem Properties

SUMMARY BY: Sally Burbridge

PROJECT DESCRIPTION / FACTS

Aldерwoman Sisco brought up the topic of a non-smoking ordinance for city parks back in December. Hearing this was an interest of the City, Zach Moser, Director of the Dent County Health Center shared a model non-smoking ordinance developed by the American Lung Association. Based upon discussions with Aldermen, I then modified the draft ordinance to focus on City owned facilities and Parks rather than a blanket approach regulating area businesses as our local business community has self-regulated and moved to non-smoking in most instances.

The resulting draft ordinance (as a whole) was then put before the Parks and Recreation Board for their review and consideration. After hearing presentations by area youth, the Park and Recreation Board voted to recommend adoption of the ordinance to the Board of Aldermen.

PROCUREMENT

NA

FISCAL IMPACTS

There may be minor expenditures for signage to be posted at various city facilities.

SUPPORT DOCUMENTS: Ordinances adopting Chapter 240.010-240.110 Clean Air Ordinances of the Salem City Code (11)

DEPARTMENT'S RECOMMENDED MOTION: Move approval of the 11 Ordinances adopting Chapter 240.010-240.110 Clean Air Ordinances of the Salem City Code.

BILL NO. 3589

ORDINANCE NO. 3589

AN ORDINANCE ADDING PROVISIONS PROHIBITING SMOKING ON CITY PROPERTIES AND SPECIFICALLY IN PUBLIC PARKS TO THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A HEALTHY ENVIRONMENT FOR INDIVIDUALS PARTICIPATING IN ACTIVITIES IN CITY OWNED FACILITIES; THEREFORE,

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

Section 1.

Chapter 240 Clean Air Ordinance of the Salem City Code shall be added as follows:

240.010 Findings and Intent

The City of Salem Board of Aldermen does hereby find that:

The 2006 U.S. Surgeon General's Report, The Health Consequences of Involuntary Exposure to Tobacco Smoke, has concluded that (1) secondhand smoke exposure causes disease and premature death in children and adults who do not smoke; (2) children exposed to secondhand smoke are at an increased risk for sudden infant death syndrome (SIDS), acute respiratory problems, ear infections, and asthma attacks, and that smoking by parents causes respiratory symptoms and slows lung growth in their children; (3) exposure of adults to secondhand smoke has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer; (4) there is no risk-free level of exposure to secondhand smoke; and (6) evidence from peer-reviewed studies shows that smokefree policies and laws do not have an adverse economic impact on the hospitality industry.¹ According to the 2010 U.S. Surgeon General's Report, How Tobacco Smoke Causes Disease, even occasional exposure to secondhand smoke is harmful and low levels of exposure to secondhand tobacco smoke lead to a rapid and sharp increase in dysfunction and inflammation of the lining of the blood vessels, which are implicated in heart attacks and stroke.² According to the 2014 U.S. Surgeon General's Report, The Health Consequences of Smoking—50 Years of Progress, secondhand smoke exposure causes stroke in nonsmokers. The report also found that since the 1964 Surgeon General's Report on Smoking and Health, 2.5 million nonsmokers have died from diseases caused by tobacco smoke.³

The Public Health Service's National Toxicology Program (NTP) has listed secondhand smoke as a known carcinogen.⁴

Based on a finding by the California Environmental Protection Agency in 2005, the California Air Resources Board has determined that secondhand smoke is a toxic air contaminant, finding that exposure to secondhand smoke has serious health effects, including low birth-weight babies; sudden infant death syndrome (SIDS); increased respiratory infections in children; asthma in children and adults; lung cancer, sinus cancer, and breast cancer in younger, premenopausal women; heart disease; and death.⁵

There is indisputable evidence that implementing 100% smoke-free environments is the only effective way to protect the population from the harmful effects of exposure to secondhand smoke.⁶

In reviewing 11 studies concluding that communities see an immediate reduction in heart attack admissions after the implementation of comprehensive smokefree laws, the Institute of Medicine of the National Academies concluded that data consistently demonstrate that secondhand smoke exposure increases the risk of coronary heart disease and heart attacks and that smokefree laws reduce heart attacks.⁷

Secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease.⁸ The Americans With Disabilities Act, which requires that disabled persons have access to public places, deems impaired respiratory function to be a disability.⁹

During periods of active smoking, peak and average outdoor tobacco smoke (OTS) levels measured in outdoor cafes and restaurant and bar patios near smokers rival indoor tobacco smoke concentrations.¹⁰ Nonsmokers who spend six-hour periods in outdoor smoking sections of bars and restaurants experience a significant increase in levels of cotinine when compared to the cotinine levels in a smokefree outdoor area.¹¹

Electronic smoking devices, commonly referred to as electronic cigarettes, or “e-cigarettes,” closely resemble and purposefully mimic the act of smoking by having users inhale vaporized liquid that typically contains nicotine, heated through an electronic ignition system. ESD emissions are made up of a high concentration of ultrafine particles, and the particle concentration is higher than in conventional tobacco cigarette smoke.¹² The January 2018 National Academies of Sciences, Engineering, and Medicine publication states that there is conclusive evidence that in addition to nicotine, most ESDs contain and emit numerous potentially toxic substances and increase airborne concentrations of particulate matter and nicotine in indoor environments. Studies show that people exposed to ESD aerosol absorb nicotine (measured as cotinine) at levels comparable to passive smokers. Many of the elements identified in the aerosol are known to cause respiratory distress and disease. ESD exposure damages lung tissues. Human lung cells that are exposed to ESD aerosol and flavorings — especially cinnamon — show increased oxidative stress and inflammatory responses.¹³ Their use in public places where smoking of traditional tobacco products is prohibited creates concern and confusion and leads to difficulties in enforcing the smoking prohibitions. The World Health Organization (WHO), the National Institute for Occupational Safety and Health (NIOSH), and the American Industrial Hygiene Association (AIHA) recommend that ESDs not be used in smokefree environments, in order to minimize the risk to bystanders of breathing in the aerosol emitted by the devices and to avoid undermining the enforcement of smokefree laws.¹⁴

Secondhand smoke from combusted marijuana contains fine particulate matter that can be breathed deeply into the lungs, which can cause lung irritation and asthma attacks, thus making respiratory infections more likely. Exposure to fine particulate matter can exacerbate health problems especially for people with respiratory conditions like asthma, bronchitis, or COPD.^{15, 16} Secondhand smoke from marijuana also has many of the same chemicals as smoke from tobacco, including those linked to lung cancer.^{17, 18} More research is needed, but the current body of science shows that both tobacco and marijuana smoke may have similar harmful cardiovascular effects.^{19 20} Thus, In the interest of public health, the use of combustible or aerosolized marijuana should be prohibited wherever tobacco smoking is prohibited.

The Society of Actuaries has determined that secondhand smoke costs the U.S. economy roughly \$10 billion a year: \$5 billion in estimated medical costs associated with secondhand smoke exposure and \$4.6 billion in lost productivity.²¹

The smoking of tobacco, hookahs, or marijuana/cannabis and the use of ESDs are forms of air pollution and constitute both a danger to health and a material public nuisance.

Accordingly, the City of Salem Board of Aldermen finds and declares that the purposes of this ordinance are:

- (1) to protect the public health and welfare by prohibiting smoking in public places; and
- (2) to guarantee the right of nonsmokers to breathe smokefree air, and to recognize that the need to breathe smokefree air shall have priority over the desire to smoke.

Section 2.

These changes 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 February 27, 2024.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND
APPROVED BY THE MAYOR, THIS 27th DAY OF FEBRUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

BILL NO. 3590

ORDINANCE NO. 3590

AN ORDINANCE ADDING PROVISIONS PROHIBITING SMOKING ON CITY PROPERTIES AND SPECIFICALLY IN PUBLIC PARKS TO THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A HEALTHY ENVIRONMENT FOR INDIVIDUALS PARTICIPATING IN ACTIVITIES IN CITY OWNED FACILITIES; THEREFORE,

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

Section 1.

Chapter 240 Clean Air Ordinance of the Salem City Code shall be amended as follows:

Section 240.020 Definitions

The following words and phrases, whenever used in this Article, shall be construed as defined in this Section:

- **“Electronic Smoking Device”** means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, dab rig or vape pen, or under any other product name or descriptor.
- **“Enclosed Area”** means all space between a floor and a ceiling that is bounded on at least two sides by walls, doorways, or windows, whether open or closed. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent and whether or not containing openings of any kind.
- **“Hookah”** means a water pipe and any associated products and devices which are used to produce fumes, smoke, and/or vapor from the burning of material including, but not limited to, tobacco, shisha, or other plant matter.
- **“Playground”** means any park or recreational area designed in part to be used by children that has play or sports equipment installed or that has been designated or landscaped for play or sports activities, or any similar facility located on public or private school grounds or on City grounds.
- **“Public Event”** means an event which is open to and may be attended by the general public, including but not limited to, such events as concerts, fairs, farmers’ markets, festivals, parades, performances, and other exhibitions, regardless of any fee or age requirement.
- **“Recreational Area”** means any public or private area open to the public for recreational purposes, regardless of any fee or age requirement, including but not limited to,

amusement parks, playgrounds, athletic fields, beaches, fairgrounds, bike paths, walking paths, gardens, golf courses, parks, plazas, skate parks, swimming pools, trails, and zoos.

- “**Service Line**” means an indoor or outdoor line in which one (1) or more persons are waiting for or receiving service of any kind, whether or not the service involves the exchange of money, including but not limited to, ATM lines, concert lines, food vendor lines, movie ticket lines, and sporting event lines.
- “**Smoking**” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, hookah, or any other lighted or heated tobacco or plant product intended for inhalation, whether natural or synthetic, including marijuana/cannabis, in any manner or in any form. “Smoking” includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking in this Article.

Section 2.

These changes 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 February 27, 2024.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND
APPROVED BY THE MAYOR, THIS 27th DAY OF FEBRUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

BILL NO. 3591

ORDINANCE NO. 3591

AN ORDINANCE ADDING PROVISIONS PROHIBITING SMOKING ON CITY PROPERTIES AND SPECIFICALLY IN PUBLIC PARKS TO THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A HEALTHY ENVIRONMENT FOR INDIVIDUALS PARTICIPATING IN ACTIVITIES IN CITY OWNED FACILITIES; THEREFORE,

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

Section 1.

Chapter 240 Clean Air Ordinance of the Salem City Code shall be amended as follows:

Section 240.030 Application of Article to City-Owned Facilities and Property

All enclosed areas, including buildings and vehicles owned, leased, or operated by the City of Salem, as well as all outdoor property adjacent to such buildings and under the control of the City shall be subject to the provisions of this Article.

Section 2.

These changes 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 February 27, 2024.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 27th DAY OF FEBRUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

BILL NO. 3592

ORDINANCE NO. 3592

AN ORDINANCE ADDING PROVISIONS PROHIBITING SMOKING ON CITY PROPERTIES AND SPECIFICALLY IN PUBLIC PARKS TO THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A HEALTHY ENVIRONMENT FOR INDIVIDUALS PARTICIPATING IN ACTIVITIES IN CITY OWNED FACILITIES; THEREFORE,

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

Section 1.

Chapter 240 Clean Air Ordinance of the Salem City Code shall be amended as follows:

Section 240.040 Prohibition of Smoking in Outdoor Public Places

Smoking shall be prohibited on all outdoor property owned, leased, or operated by the City of Salem:

1. Within a reasonable distance of **15 feet** outside entrances, operable windows, and ventilation systems of enclosed areas where smoking is prohibited, so as to prevent tobacco smoke from entering those areas.
2. In all public outdoor arenas, stadiums, and amphitheaters. Smoking shall also be prohibited in, and within 25 feet of, bleachers and grandstands for use by spectators at sporting and other public events.
3. In outdoor recreational areas, including parking lots.
4. In, and within 25 feet of, all outdoor playgrounds.
5. In, and within 25 feet of, all outdoor public events.
6. In, and within 15 feet of, all outdoor public transportation stations, platforms, and shelters under the authority of the City of Salem

Section 2.

These changes 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 February 27, 2024.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND
APPROVED BY THE MAYOR, THIS 27th DAY OF FEBRUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

BILL NO. 3593**ORDINANCE NO. 3593**

AN ORDINANCE ADDING PROVISIONS PROHIBITING SMOKING ON CITY PROPERTIES AND SPECIFICALLY IN PUBLIC PARKS TO THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A HEALTHY ENVIRONMENT FOR INDIVIDUALS PARTICIPATING IN ACTIVITIES IN CITY OWNED FACILITIES; THEREFORE,

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

Section 1.

Chapter 240 Clean Air Ordinance of the Salem City Code shall be amended as follows:

Section 240.050 Declaration of Establishment or Outdoor Area as Nonsmoking

Notwithstanding any other provision of this Article, an owner, operator, manager, or other person in control of an establishment, facility, or outdoor area may declare that an entire establishment, facility, or outdoor area is a nonsmoking place. Smoking shall be prohibited in any place in which a sign conforming to the requirements of Section 240.060 is posted.

Section 2.

These changes 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 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 27th DAY OF FEBRUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

BILL NO. 3594

ORDINANCE NO. 3594

AN ORDINANCE ADDING PROVISIONS PROHIBITING SMOKING ON CITY PROPERTIES AND SPECIFICALLY IN PUBLIC PARKS TO THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A HEALTHY ENVIRONMENT FOR INDIVIDUALS PARTICIPATING IN ACTIVITIES IN CITY OWNED FACILITIES; THEREFORE,

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

Section 1.

Chapter 240 Clean Air Ordinance of the Salem City Code shall be amended as follows:

Section 240.060 Posting of Signs and Removal of Ashtrays

The owner, operator, manager, or other person in control of a place of employment, public place, private club, or residential facility may declare that an entire establishment is a nonsmoking place by clearly and conspicuously posting “No Smoking” signs or the international “No Smoking” symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it) in that place.

Section 2.

These changes 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 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 27th DAY OF FEBRUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

BILL NO. 3595**ORDINANCE NO. 3595**

AN ORDINANCE ADDING PROVISIONS PROHIBITING SMOKING ON CITY PROPERTIES AND SPECIFICALLY IN PUBLIC PARKS TO THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A HEALTHY ENVIRONMENT FOR INDIVIDUALS PARTICIPATING IN ACTIVITIES IN CITY OWNED FACILITIES; THEREFORE,

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

Section 1.

Chapter 240 Clean Air Ordinance of the Salem City Code shall be amended as follows:

Section 240.070 Enforcement

- A. This Article shall be enforced by the City Administrator, Code Enforcement Officer, or Salem Police Department, or an authorized designee.
- B. Any citizen who desires to register a complaint under this Article may initiate enforcement with the City Administrator, Code Enforcement Officer, or Salem Police Department.
- C. Notwithstanding any other provision of this Article, a private citizen may bring legal action to enforce this Article.

Section 2.

These changes 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 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 27th DAY OF FEBRUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

BILL NO. 3596

ORDINANCE NO. 3596

AN ORDINANCE ADDING PROVISIONS PROHIBITING SMOKING ON CITY PROPERTIES AND SPECIFICALLY IN PUBLIC PARKS TO THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A HEALTHY ENVIRONMENT FOR INDIVIDUALS PARTICIPATING IN ACTIVITIES IN CITY OWNED FACILITIES; THEREFORE,

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

Section 1.

Chapter 240 Clean Air Ordinance of the Salem City Code shall be amended as follows:

Section 240.080 Violations and Penalties

- A. A person who refuses to comply with a request to stop smoking in an area where smoking is prohibited by the provisions of this Article shall be civilly liable, subject to an administrative citation not exceeding fifty dollars (\$50). No person shall be liable under this section unless said person shall have been previously given a warning by a person authorized to enforce this ordinance or who exercises legal or actual control over the premises where smoking is prohibited.
- B. Any violation of this article may be remedied by a civil action brought by the city attorney, including, but not limited to, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.
- C. Violation of this Article is hereby declared to be a public nuisance, which may be abated by the City Administrator, Code Enforcement Officer, or Salem Police Department by restraining order, preliminary and permanent injunction, or other means provided for by law, and the City may take action to recover the costs of the nuisance abatement.
- D. The remedies provided in this article are cumulative and in addition to any other remedies available at law or in equity.

Section 2.

These changes 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 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 27th DAY OF FEBRUARY 2024.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

BILL NO. 3597

ORDINANCE NO. 3597

AN ORDINANCE ADDING PROVISIONS PROHIBITING SMOKING ON CITY PROPERTIES AND SPECIFICALLY IN PUBLIC PARKS TO THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A HEALTHY ENVIRONMENT FOR INDIVIDUALS PARTICIPATING IN ACTIVITIES IN CITY OWNED FACILITIES; THEREFORE,

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

Section 1.

Chapter 240 Clean Air Ordinance of the Salem City Code shall be amended as follows:

Section 240.090 Other Applicable Laws

This Article shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.

Section 2.

These changes 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 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 27th DAY OF FEBRUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

BILL NO. 3598

ORDINANCE NO. 3598

AN ORDINANCE ADDING PROVISIONS PROHIBITING SMOKING ON CITY PROPERTIES AND SPECIFICALLY IN PUBLIC PARKS TO THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A HEALTHY ENVIRONMENT FOR INDIVIDUALS PARTICIPATING IN ACTIVITIES IN CITY OWNED FACILITIES; THEREFORE,

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

Section 1.

Chapter 240 Clean Air Ordinance of the Salem City Code shall be amended as follows:

Section 240.100 Liberal Construction

This Article shall be liberally construed so as to further its purposes.

Section 2.

These changes 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 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 27th DAY OF FEBRUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

BILL NO. 3599

ORDINANCE NO. 3599

AN ORDINANCE ADDING PROVISIONS PROHIBITING SMOKING ON CITY PROPERTIES AND SPECIFICALLY IN PUBLIC PARKS TO THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A HEALTHY ENVIRONMENT FOR INDIVIDUALS PARTICIPATING IN ACTIVITIES IN CITY OWNED FACILITIES; THEREFORE,

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

Section 1.

Chapter 240 Clean Air Ordinance of the Salem City Code shall be amended as follows:

Section 240.110 Severability

If any provision, clause, sentence, or paragraph of this Article or the application thereof to any person or circumstances shall be held invalid, that invalidity shall not affect the other provisions of this Article which can be given effect without the invalid provision or application, and to this end the provisions of this Article are declared to be severable.

Section 2.

These changes 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 the date of its approval.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 27th DAY OF FEBRUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

Staff Summary Report

MEETING DATE:	02/27/2024
AGENDA ITEM:	Clean Water Engineering Report Grant (CWERG)
AGENDA TITLE:	Archer-Elgin Task Order No. 14 Amendment #1

ACTION REQUESTED BY:	Sally Burbridge / Stacey Houston
ACTION REQUESTED:	Approval for Task Order 14- Amendment #1
SUMMARY BY:	Stacey Houston

PROJECT DESCRIPTION / FACTS

In November 2022 the City was awarded an engineering grant to determine the magnitude of Inflow & Infiltration (I/I) in the collection system and to develop a long-term plan to reduce peak flows at the WWTP.

In January 2024 the City filed an extension for the Clean Water Engineering Report Grant (CWERG) through MO Dept of Natural Resources.

CM Archer Group, P.C (Archer-Elgin) is the engineer working on this project under Task Order No 14. This Task Order needs to be amended to reflect the requested extension date of December 31, 2024.

PROCUREMENT

FISCAL IMPACTS

SUPPORT DOCUMENTS:	Task Order No. 14 Amendment #1
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DEPARTMENT'S RECOMMENDED MOTION: Move to approve Task Order No. 14 Amendment #1 between the City of Salem and CM Archer Group, P.C.

AN ORDINANCE AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 1 TO TASK ORDER NO. 14 PERTAINING TO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND C. M. ARCHER GROUP, P.C. DATED FEBRUARY 3, 2020, FOR ENGINEERING DESIGN SERVICES RELATED TO THE CLEAN WATER ENGINEERING REPORT GRANT (CWERG) FACILITY PLAN-I/I EVALUATION.

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

Section 1.

That the Mayor is hereby authorized to sign and execute on behalf of the City of Salem, Missouri ADMENDMENT NO. 1 TO TASK ORDER NO. 14 pertaining to an Agreement by and between the City of Salem, Missouri (“Owner”) and C. M. Archer Group, P.C. (“Engineer”) dated February 3, 2020, and sign all documents related to this project for professional services related to the Clean Water Engineering Report Grant (CWERG) Facility Plan-I/I Evaluation.

Section 2.

The period of services for all tasks listed in the original agreement is hereby amended to state: “All tasks shall be completion by December 31, 2024.”

Section 3.

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

Section 4.

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 MARCH 2024.

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

APPROVE AS TO FORM:

James Weber
City Attorney

AMENDMENT NO. 01

TASK WORK AUTHORIZATION NO. 14

CWERG Facility Plan – I/I Evaluation

THE FOLLOWING DOCUMENT SHALL SERVE AS AMENDMENT NUMBER 01 TO TASK WORK AUTHORIZATION NUMBER 14, TO THE AGREEMENT BETWEEN THE CITY OF SALEM (OWNER) AND CM ARCHER GROUP, P.C. (ENGINEER) FOR PROFESSIONAL ENGINEERING SERVICES.

In accordance with the executed Financial Assistance Agreement between the City of Salem and the Missouri Department of Natural Resources, Task Authorization Number 14 (TWA #14) is hereby amended as follows:

1. The period of services for all tasks listed in the original agreement is hereby amended to state: “All tasks shall be completion by December 31, 2024.”

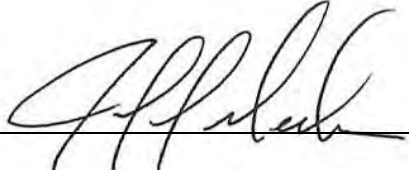
IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT as of this date indicated below.

"OWNER"

By _____

Title _____

Date _____

By  _____

Title President

Date February 19, 2024