

JANUARY 11, 2024

BOARD OF ALDERMEN MEETING

PACKET



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

MINUTES
BOARD OF ALDERMEN MEETING
202 N. Washington
December 12, 2023

Call Meeting to Order

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

Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Greg Parker.

Opening Prayer

Opening prayer was led by Public Works Director Mark Nash.

Roll Call

Council Members present included Shawn Bolerjack, Kala Sisco, and Kyle Williams. Alderwoman Amanda Duncan was absent. Others in attendance were: City Administrator Sally Burbridge, City Attorney James Weber, City Clerk Tammy Koller, Chief of Police Joe Chase, Public Works Director Mark Nash, Finance Director Stacey Houston, and Josh Hunt (WWTF).

Citizens in attendance were: Lisa French, Sue Woods, Debbie Murphy, Catherine Dent, Bev Jacobs, Sherry Lea, Angela Vance, James Vance, and Mr. Williams.

Approve Agenda

Alderman Bolerjack moved to approve the agenda.

Seconded by Alderwoman Sisco.

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

Consent Agenda

November 28, 2023, Regular Meeting Minutes

January 10, 2023, Regular Meeting Minutes

Mo Dept. of Rev. City Tax \$135,036.56-November 2023

Mo Dept. of Rev. Storm Water/Local Parks \$50,638.84- November 2023

Mo Dept. of Rev. Additional City Tax \$110,780.33- November 2023

Mo Dept. of Rev. Capital Improvements \$67,518.37-November 2023

Alderman Bolerjack moved to approve the Consent Agenda.

Seconded by Alderman Williams.

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

Hearing of Persons

Lisa French expressed her concerns with the removal of citizens during public meetings, using her own removal from a utility committee meeting in July as an example. She states a reason was never given as to why she was removed. She states it would be fair for the city to post policies that the Sergeant-at-Arms, the public, and everyone on the raised platform must follow. Ms. French also addressed her concerns regarding phone numbers and addresses on the hearing of person's form, using a hearing of person's form from April 11, 2023, where the individual did not fill out the address or phone number for a street closure request.

New and Miscellaneous Business

Bid-Well No. 4 Service Upgrade

Alderman Williams moved to approve the bid from Aesthetix for \$17,968.00.

Seconded by Alderman Bolerjack.

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

Bid-Masters Industrial Park Signage

Alderman Bolerjack moved to reject all bids and rebid with updated specs.

Seconded by Alderwoman Sisco.

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

Board Appointment

Enhanced Enterprise Zone

Alderwoman Sisco moved to approve the EEZ Board reappointments of Willie Strader and Jamie Homeyer for a term of 2024-2027 and appointments of Jeff Dodson and Nathan Wills to complete a term ending in December 2025.

Seconded by Alderman Bolerjack.

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

Reading of Bills (Second Reading)

Bill No. 3579-An ordinance renaming the Community Service Committee to the Community Involvement Committee and giving it new direction for the City of Salem, Missouri.

City Clerk Koller read the second reading of Bill No. 3579 by caption only.

Alderman Bolerjack moved to approve Bill No. 3579.

Seconded by Alderman Williams.

The vote was 3 Aye-Bolerjack, Williams, and Sisco. 0 Nay. Bill No. 3579 passed as Ordinance No. 3579.

Reports of City Officials, Boards and Committees

City Administrator Sally Burbridge had nothing to report.

Mayor Greg Parker wished everyone a happy and safe Merry Christmas and New Year.

Public Works Director Mark Nash reported they are continuing the dig-in work. They will continue as long as the weather cooperates.

Public Works Director Mark Nash reported the Al Brown project should resume in March.

Public Works Director Mark Nash reported work should begin tomorrow to get the transformer for that building in place at the construction trades building.

Alderwoman Kala Sisco thanked all the city employees for another year of hard work.

Alderman Shawn Bolerjack wished everyone a Merry Christmas and a Happy New Year.

Alderman Kyle Williams reported there will be a utility committee meeting tomorrow at 6:15 p.m. in the Rotary room at the Armory.

Alderman Kyle Williams reported he will be attended a MRPC meeting on the January 14th.

Alderman Kyle Williams reported the Dent County Health Center is holding a vaping town hall on January 14th from 5:30 P.M. to 6:30 P.M.

Closed Session

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

Pursuant to Section 610.021(1) of the Revised State Statutes of the State of Missouri pertaining to legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communication between a public governmental body or its representatives and its attorneys.

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

Alderman Bolerjack moved to go into closed session for personnel, attorney client privilege, and contracts.

Seconded by Alderman Williams.

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

The Board went into closed session at 6:39 P.M.

No action was taken.

Adjournment

With no further business to come before the Board, Alderman Bolerjack moved to adjourn.

Seconded by Alderman Williams.

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

Mayor Greg Parker adjourned the meeting at 9:16 P.M.

Tammy Koller
City Koller

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk



Greg Parker, Mayor
Shawn Bolerjack, East Ward Alderman
Kala Sisco, East Ward Alderman
Kyle Williams, West Ward Alderman
John Whelan, West Ward Alderman

MINUTES
SPECIAL BOARD OF ALDERMEN MEETING
202 N. Washington
December 19, 2023

Call Meeting to Order

The special session meeting of the Board of Alderman of the City of Salem, Missouri, was called to order by Mayor Greg Parker at 5:00 p.m.

Roll Call

Council Members present included Kala Sisco, Shawn Bolerjack, and Kyle Williams. Others in attendance were: City Administrator Sally Burbridge, City Clerk Tammy Koller, Chief of Police Joe Chase, Finance Director Stacey Houston. Citizens in attendance were: Sue Woods, Lisa French, and John Whelan.

Board Appointment

Alderwoman Sisco moved to approve the mayor's appointment of John Whelan for West Ward Alderman. Seconded by Alderman Bolerjack.

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

Oath of Office

City Clerk Koller administered the Oath of Office to West Ward Alderman John Whelan.

Bill No. 3580- An ordinance authorizing the mayor to sign and execute Task Order No. 18 pertaining to an agreement between the City of Salem, Missouri and C.M. Archer Group, P.C. dated February 3, 2020, for engineering services related to the Lead Service Line Inventory Project.

City Clerk Koller read the first and second readings of Bill No. 3580 by caption only.

Alderman Williams moved to approve Bill No. 3580.

Seconded by Alderman Bolerjack.

The vote was 4 Aye-Williams, Bolerjack, Sisco, and Whelan. The motion carried.

Postponement of December 26, 2023, Alderman Meeting.

Alderwoman Sisco moved to approve postponing the December 26, 2023, Alderman Meeting.

Seconded by Alderman Williams.

The vote was 4 Aye-Sisco, Williams, Bolerjack, and Whelan. 0 Nay. The motion carried.

Reports of City Officials

City Administrator Sally Burbridge proposed a workshop for the upcoming budget with the Board and the Finance Committee.

No other reports were given.

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

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

Seconded by Alderman Bolerjack.

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

The Board went into Closed Session at 5:10 P.M.

No action was taken.

Adjournment

With no further business to come before the board, Alderman Bolerjack moved to adjourn.

Seconded by Alderman Sisco.

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

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

Tammy Koller
City Clerk

APPROVED:

Greg Parker
Mayor

ATTEST:

Tammy Koller
City Clerk

CITY OF SALEM
CITY CLERK
400 N IRON ST
SALEM

MO 65560

MISSOURI DEPARTMENT OF REVENUE

12/14/23

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR
MONIES TOTALING \$ 19,563.12 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

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

MOTOR FUEL TAX	\$	14,818.87
MOTOR V SALES TAX	\$	3,320.23
MOTOR V FEE INCREASES	\$	1,424.02

FOR YOUR CREDIT AND USE ON 12/20/23.
IF YOU DO NOT RECEIVE YOUR DISTRIBUTION OR IF YOU HAVE QUESTIONS CONCERNING
THE AMOUNT OF YOUR DISTRIBUTION, PLEASE CONTACT THE MISSOURI DEPARTMENT
OF REVENUE AT (573) 751-2611.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

I. COURT INFORMATION		Municipality: CITY OF SALEM		Reporting Period: Nov 1, 2023 - Nov 30, 2023	
Mailing Address: 112 E 5TH STREET, SALEM, MO 65560					
Physical Address: 112 E 5TH STREET, SALEM, MO 65560				County: Dent County	
Telephone Number:		Fax Number:			
Prepared by: KRISTI CRAIG		E-mail Address:			
Municipal Judge:					
II. MONTHLY CASELOAD INFORMATION					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		0	38	23	
B. Cases (citations/informations) filed		0	14	18	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		0	9	14	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	1	3	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	3	1	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		0	13	18	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		0	39	23	
E. Trial de Novo and/or appeal applications filed		0	0	0	
III. WARRANT INFORMATION (pre- & post-disposition)					
1. # Issued during reporting period		1	1. # Issued during reporting period		
2. # Served/withdrawn during reporting period		0	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		48			
IV. PARKING TICKETS					

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: CITY OF SALEM	Reporting Period: Nov 1, 2023 - Nov 30, 2023
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$612.50	Law Enf Arrest-Local	\$300.00
Clerk Fee - Excess Revenue	\$0.00	Total Other Disbursements	\$300.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$1,108.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$612.50	Total Disbursements	\$1,108.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$151.50		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input checked="" type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$22.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$22.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$195.50		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: CITY OF SALEM	Reporting Period: Nov 1, 2023 - Nov 30, 2023	
Mailing Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560				
Physical Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560			County: Dent County	Circuit: 42
Telephone Number: (573)7293931		Fax Number:		
Prepared by: KRISTI CRAIG		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		3	31	47
B. Cases (citations/informations) filed		0	0	0
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	0	0
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	0	0
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	0	0
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		0	0	0
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		3	31	47
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION (pre- & post-disposition)</u>		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	0	1. # Issued during period		0
2. # Served/withdrawn during reporting period	1	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	93			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: CITY OF SALEM	Reporting Period: Nov 1, 2023 - Nov 30, 2023
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<u>V. DISBURSEMENTS</u>			
Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$0.00	Law Enf Arrest-Local	\$25.00
Clerk Fee - Excess Revenue	\$0.00	Total Other Disbursements	\$25.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$25.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$0.00	Total Disbursements	\$25.00
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$0.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$0.00		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

<u>I. COURT INFORMATION</u>		Municipality: CITY OF SALEM	Reporting Period: Dec 1, 2023 - Dec 29, 2023	
Mailing Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560				
Physical Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560			County: Dent County	Circuit: 42
Telephone Number: (573)7293931		Fax Number:		
Prepared by: KRISTI CRAIG		E-mail Address:		
Municipal Judge:				
<u>II. MONTHLY CASELOAD INFORMATION</u>				
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations/informations) pending at start of month		3	30	47
B. Cases (citations/informations) filed		0	0	0
C. Cases (citations/informations) disposed				
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0
2. court/bench trial - GUILTY		0	0	0
3. court/bench trial - NOT GUILTY		0	0	0
4. plea of GUILTY in court		0	0	0
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	0	0
6. dismissed by court		0	0	0
7. <i>nolle prosequi</i>		0	0	0
8. certified for jury trial (not heard in Municipal Division)		0	0	0
9. TOTAL CASE DISPOSITIONS		0	0	0
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		3	30	47
E. Trial de Novo and/or appeal applications filed		0	0	0
<u>III. WARRANT INFORMATION</u> (pre- & post-disposition)		<u>IV. PARKING TICKETS</u>		
1. # Issued during reporting period	0	1. # Issued during period	0	
2. # Served/withdrawn during reporting period	0	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period	92			

MUNICIPAL DIVISION SUMMARY REPORTING FORM

COURT INFORMATION	Municipality: CITY OF SALEM	Reporting Period: Dec 1, 2023 - Dec 29, 2023
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$0.00	Law Enf Arrest-Local	\$9.50
Clerk Fee - Excess Revenue	\$0.00	Total Other Disbursements	\$9.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$9.50
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Bond Refunds	\$0.00
Total Excess Revenue	\$0.00	Total Disbursements	\$9.50
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$0.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$0.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$0.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
Total Other Revenue	\$0.00		

MUNICIPAL DIVISION SUMMARY REPORTING FORM

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

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Mailing Address: 112 E 5TH STREET, SALEM, MO 65560					
Physical Address: 112 E 5TH STREET, SALEM, MO 65560				County: Dent County	
Telephone Number:		Fax Number:			
Prepared by: KRISTI CRAIG		E-mail Address:			
Municipal Judge:					
<u>II. MONTHLY CASELOAD INFORMATION</u>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		0	39	23	
B. Cases (citations/informations) filed		0	0	0	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	0	0	
3. court/bench trial - NOT GUILTY		0	0	0	
4. plea of GUILTY in court		0	5	0	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	0	0	
6. dismissed by court		0	0	0	
7. <i>nolle prosequi</i>		0	0	0	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
9. TOTAL CASE DISPOSITIONS		0	5	0	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		0	34	23	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<u>III. WARRANT INFORMATION</u> (pre- & post-disposition)		<u>IV. PARKING TICKETS</u>			
1. # Issued during reporting period	0	1. # Issued during period		0	
2. # Served/withdrawn during reporting period	0	<input type="checkbox"/> Court staff does not process parking tickets			
3. # Outstanding at end of reporting period	54				

MUNICIPAL DIVISION SUMMARY REPORTING FORM

<u>COURT INFORMATION</u>	Municipality: CITY OF SALEM	Reporting Period: Dec 1, 2023 - Dec 29, 2023
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V. DISBURSEMENTS

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)		Other Disbursements: Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$501.00	No Data Available	
Clerk Fee - Excess Revenue	\$0.00	Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$908.50
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	Bond Refunds	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	Total Disbursements	\$908.50
Total Excess Revenue	\$501.00		
Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)			
Fines - Other	\$150.00		
Clerk Fee - Other	\$0.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$0.00		
Peace Officer Standards and Training (POST) Commission surcharge	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$0.00		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$0.00		
Law Enforcement Training (LET) Fund surcharge	\$10.00		
Domestic Violence Shelter surcharge	\$0.00		
Inmate Prisoner Detainee Security Fund surcharge	\$10.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$237.50		
Total Other Revenue	\$407.50		

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By: All Categories

Date Range: From 11/01/2023 00:00 to 11/30/2023 23:59

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

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
911 HANG UP		4	1:50	2:14	6:13	0.72
ABANDONED VEHICLE		2	0:46	4:25	15:43	0.36
ACCIDENT		12	1:00	2:45	18:22	2.16
ALARM	COMMERCIAL	2	3:06	3:36	7:56	0.36
AMBULANCE CALL		22	1:21	1:41	21:44	3.96
ANIMAL CALL		37	8:01	2:51	20:36	6.65
AREA CHECK		9	1:10	1:44	4:46	1.62
ASSAULT/FIGHT	NOT IN PROGRESS	2		0:00	47:27	0.36
ASSIST OTHER AGENCY		18	0:58	1:51	35:39	3.24
BURGLARY	IN PROGRESS	1	1:02	2:43	4:45	0.18
BURGLARY	NOT IN PROGRESS	2	0:54	23:55	13:40	0.36
CHECK THE WELL BEING		17	2:31	4:03	9:18	3.06
CIVIL MATTER		1	1:13	0:04	15:47	0.18
CONTACT MESSAGE		1		0:00	0:04	0.18
COURTESY TRANSPORT		1		0:00	1:20	0.18
DISTURBANCE	PHYSICAL	1	0:53	0:59	2:16	0.18
DISTURBANCE	VERBAL	6	0:51	0:47	14:05	1.08
DOMESTIC	IN PROGRESS	13	1:27	3:08	16:49	2.34
DOMESTIC	NOT IN PROGRESS	2	2:14	1:12	37:08	0.36
DRUG OFFENSE		1	52:57	1:11	14:12	0.18
ESCORT		23	8:42	3:36	16:14	4.14
FIRE CALL		7	0:45	1:10	49:39	1.26
FOLLOW UP INVESTIGATION		59	1:13	2:01	40:37	10.61
FOUND PROPERTY		6	0:43	0:18	0:43	1.08
FRAUD		1		0:00	58:54	0.18
HARASSMENT		1	0:49	2:46	30:39	0.18
INFORMATION		7	1:53	3:38	18:32	1.26
INTOXICATED DRIVER		2		0:00	33:31	0.36
JUVENILE PROBLEM		3	1:28	6:51	52:28	0.54
KEEP THE PEACE		1	1:01	4:12	8:20	0.18
LIFT ASSIST		7	1:07	1:52	7:31	1.26
MISC ADMIN DUTY		30	0:46	1:03	40:42	5.40
MISC HAZARD		5	0:27	0:39	15:55	0.90
MISC OFFENSE		3		0:00	7:17	0.54
MISSING PERSON		4	6:13	1:14	27:31	0.72
MOTORIST ASSIST		7	0:57	1:20	11:45	1.26
PARKING COMPLAINT		2	0:29	1:43	37:39	0.36
PEACE DISTURBANCE		3	1:14	1:58	10:27	0.54
PEDESTRIAN CHECK		1	2:20	0:48	35:32	0.18

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By: All Categories

Date Range: From 11/01/2023 00:00 to 11/30/2023 23:59

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

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
POWER OUTAGE		57	7:34	9:57	0:38	10.25
PROPERTY DAMAGE		4	2:26	2:27	17:28	0.72
SEX OFFENSE		2	4:27	1:49	20:43	0.36
SHOPLIFTER		1	2:11	2:31	3:31	0.18
STEALING	IN PROGRESS	1	1:59	0:43	16:28	0.18
STEALING	NOT IN PROGRESS	3	1:30	0:35	13:21	0.54
SUICIDAL PERSON		2	0:38	2:55	28:28	0.36
SUSPICIOUS CIRCUMSTANCES		25	1:55	1:21	13:25	4.50
SUSPICIOUS SUBJECT		6	2:47	1:32	7:41	1.08
SUSPICIOUS VEHICLE		8	1:02	2:14	4:00	1.44
TRAFFIC COMPLAINT		3	3:12	2:01	5:02	0.54
TRAFFIC STOP		96	1:08	0:00	6:04	17.27
TRESPASSING		2	1:01	5:49	33:31	0.36
WALK - IN		6	0:26	0:59	43:17	1.08
WALK THROUGH		11		0:00	36:16	1.98
WARRANT ATTEMPT		1	0:27	3:00	23:11	0.18
WATER SEWER PROBLEM		2	0:34	0:07	6:08	0.36

Total Incidents For Date Range **556**

Average Stacked Time **3:56** min : sec

Average Response Time **1:57** min : sec

Average On Scene Time **20:05** min : sec

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By: All Categories

Date Range: From 12/01/2023 00:00 to 12/31/2023 23:59

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

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
911 HANG UP		6	0:45	3:04	24:40	1.35
ACCIDENT		19	0:50	1:51	22:43	4.29
ALARM	COMMERCIAL	3	1:25	1:57	3:20	0.68
ALARM	RESIDENTIAL	3	0:43	0:59	6:33	0.68
AMBULANCE CALL		28	0:58	1:50	13:44	6.32
ANIMAL CALL		20	3:27	9:31	10:33	4.51
AREA CHECK		3	2:22	3:02	8:48	0.68
ASSAULT/FIGHT	IN PROGRESS	1	1:47	2:14	16:50	0.23
ASSAULT/FIGHT	NOT IN PROGRESS	4	1:39	0:47	25:34	0.90
ASSIST OTHER AGENCY		14	1:58	3:31	17:11	3.16
BURGLARY	IN PROGRESS	1		0:00	5:40	0.23
BURGLARY	NOT IN PROGRESS	2	4:25	1:42	6:40	0.45
CHECK THE WELL BEING		16	4:01	2:07	6:15	3.61
CIVIL MATTER		5	1:37	2:19	12:40	1.13
COURT		2	0:43	0:01	79:15	0.45
COURTESY TRANSPORT		2	0:49	0:00	4:55	0.45
DISTURBANCE	VERBAL	9	1:31	1:42	15:49	2.03
DOMESTIC	IN PROGRESS	14	1:22	2:46	12:03	3.16
DOMESTIC	NOT IN PROGRESS	3	1:06	1:51	10:23	0.68
DRUG OFFENSE		1	17:46	5:07	13:19	0.23
ESCORT		22	8:54	4:06	25:57	4.97
FIRE CALL		4	1:02	9:33	31:20	0.90
FOLLOW UP INVESTIGATION		36	1:18	2:20	27:40	8.13
FOUND PROPERTY		2	0:23	1:49	17:00	0.45
FRAUD		2	1:35	3:32	8:15	0.45
HARASSMENT		3	1:19	0:20	7:53	0.68
INFORMATION		4	1:06	0:51	4:18	0.90
INTOXICATED DRIVER		4	1:58	2:31	14:05	0.90
JUVENILE PROBLEM		2	1:05	1:31	72:06	0.45
KEEP THE PEACE		1	1:18	10:07	0:02	0.23
LIFT ASSIST		7	1:03	2:47	13:39	1.58
LOST/STOLEN PROPERTY		2	0:47	2:11	16:38	0.45
MISC ADMIN DUTY		23	7:38	0:22	49:14	5.19
MISC HAZARD		3	1:23	12:28	22:38	0.68
MISC OFFENSE		3		0:00	12:26	0.68
MISSING PERSON		3	2:03	0:34	29:50	0.68
MOTORIST ASSIST		5	1:14	1:07	5:38	1.13
NUISANCE VIOLATION		1	1:13	2:49	0:11	0.23
OPEN DOOR		2		0:00	1:36	0.45

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By: All Categories

Date Range: From 12/01/2023 00:00 to 12/31/2023 23:59

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

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
PARKING COMPLAINT		2	5:37	2:31	0:41	0.45
PEACE DISTURBANCE		2	1:07	2:14	14:07	0.45
PROPERTY DAMAGE		7	2:38	1:42	19:29	1.58
PROWLER		1	0:32	2:42	11:20	0.23
SEX OFFENSE		1	0:40	0:22	18:50	0.23
SHOPLIFTER		2	1:32	1:45	12:23	0.45
STEALING	NOT IN PROGRESS	9	3:38	5:51	8:22	2.03
SUSPICIOUS CIRCUMSTANCES		17	1:29	2:13	11:50	3.84
SUSPICIOUS SUBJECT		8	1:25	2:05	6:14	1.81
SUSPICIOUS VEHICLE		7	1:21	8:28	6:43	1.58
TOWED VEHICLE		5	1:08	0:00	6:09	1.13
TRAFFIC COMPLAINT		4	1:58	5:39	26:01	0.90
TRAFFIC STOP		69	0:28	0:02	6:25	15.58
TRESPASSING		6	2:14	1:15	9:13	1.35
WALK - IN		3	1:07	0:32	13:38	0.68
WALK THROUGH		4		0:00	36:19	0.90
WARRANT ATTEMPT		5	0:28	1:39	25:39	1.13
WATER SEWER PROBLEM		6	1:15	10:41	26:20	1.35

Total Incidents For Date Range **443**

Average Stacked Time **2:32** min : sec

Average Response Time **2:27** min : sec

Average On Scene Time **16:44** min : sec

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By: All Categories

Date Range: From 12/01/2023 00:00 to 12/31/2023 23:59

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

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
911 HANG UP		6	0:45	3:04	24:40	1.35
ACCIDENT		19	0:50	1:51	22:43	4.29
ALARM	COMMERCIAL	3	1:25	1:57	3:20	0.68
ALARM	RESIDENTIAL	3	0:43	0:59	6:33	0.68
AMBULANCE CALL		28	0:58	1:50	13:44	6.32
ANIMAL CALL		20	3:27	9:31	10:33	4.51
AREA CHECK		3	2:22	3:02	8:48	0.68
ASSAULT/FIGHT	IN PROGRESS	1	1:47	2:14	16:50	0.23
ASSAULT/FIGHT	NOT IN PROGRESS	4	1:39	0:47	25:34	0.90
ASSIST OTHER AGENCY		14	1:58	3:31	17:11	3.16
BURGLARY	IN PROGRESS	1		0:00	5:40	0.23
BURGLARY	NOT IN PROGRESS	2	4:25	1:42	6:40	0.45
CHECK THE WELL BEING		16	4:01	2:07	6:15	3.61
CIVIL MATTER		5	1:37	2:19	12:40	1.13
COURT		2	0:43	0:01	79:15	0.45
COURTESY TRANSPORT		2	0:49	0:00	4:55	0.45
DISTURBANCE	VERBAL	9	1:31	1:42	15:49	2.03
DOMESTIC	IN PROGRESS	14	1:22	2:46	12:03	3.16
DOMESTIC	NOT IN PROGRESS	3	1:06	1:51	10:23	0.68
DRUG OFFENSE		1	17:46	5:07	13:19	0.23
ESCORT		22	8:54	4:06	25:57	4.97
FIRE CALL		4	1:02	9:33	31:20	0.90
FOLLOW UP INVESTIGATION		36	1:18	2:20	27:40	8.13
FOUND PROPERTY		2	0:23	1:49	17:00	0.45
FRAUD		2	1:35	3:32	8:15	0.45
HARASSMENT		3	1:19	0:20	7:53	0.68
INFORMATION		4	1:06	0:51	4:18	0.90
INTOXICATED DRIVER		4	1:58	2:31	14:05	0.90
JUVENILE PROBLEM		2	1:05	1:31	72:06	0.45
KEEP THE PEACE		1	1:18	10:07	0:02	0.23
LIFT ASSIST		7	1:03	2:47	13:39	1.58
LOST/STOLEN PROPERTY		2	0:47	2:11	16:38	0.45
MISC ADMIN DUTY		23	7:38	0:22	49:14	5.19
MISC HAZARD		3	1:23	12:28	22:38	0.68
MISC OFFENSE		3		0:00	12:26	0.68
MISSING PERSON		3	2:03	0:34	29:50	0.68
MOTORIST ASSIST		5	1:14	1:07	5:38	1.13
NUISANCE VIOLATION		1	1:13	2:49	0:11	0.23
OPEN DOOR		2		0:00	1:36	0.45

Salem Police Department

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

All times shown in Minutes : Seconds

Report By: All Categories

Date Range: From 12/01/2023 00:00 to 12/31/2023 23:59

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

Category	SubCategory	#Incidents	Average Stacked Time	Average Response Time	Average On Scene Time	% of Total Incidents
PARKING COMPLAINT		2	5:37	2:31	0:41	0.45
PEACE DISTURBANCE		2	1:07	2:14	14:07	0.45
PROPERTY DAMAGE		7	2:38	1:42	19:29	1.58
PROWLER		1	0:32	2:42	11:20	0.23
SEX OFFENSE		1	0:40	0:22	18:50	0.23
SHOPLIFTER		2	1:32	1:45	12:23	0.45
STEALING	NOT IN PROGRESS	9	3:38	5:51	8:22	2.03
SUSPICIOUS CIRCUMSTANCES		17	1:29	2:13	11:50	3.84
SUSPICIOUS SUBJECT		8	1:25	2:05	6:14	1.81
SUSPICIOUS VEHICLE		7	1:21	8:28	6:43	1.58
TOWED VEHICLE		5	1:08	0:00	6:09	1.13
TRAFFIC COMPLAINT		4	1:58	5:39	26:01	0.90
TRAFFIC STOP		69	0:28	0:02	6:25	15.58
TRESPASSING		6	2:14	1:15	9:13	1.35
WALK - IN		3	1:07	0:32	13:38	0.68
WALK THROUGH		4		0:00	36:19	0.90
WARRANT ATTEMPT		5	0:28	1:39	25:39	1.13
WATER SEWER PROBLEM		6	1:15	10:41	26:20	1.35

Total Incidents For Date Range **443**

Average Stacked Time **2:32** min : sec

Average Response Time **2:27** min : sec

Average On Scene Time **16:44** min : sec

Staff Summary Report

MEETING DATE:	1/9/2024
AGENDA ITEM:	Gateways
AGENDA TITLE:	Discussion of Gateways for AMI infrastructure

ACTION REQUESTED BY:	Public Works Director
ACTION REQUESTED:	Approval for purchase of Gateway equipment
SUMMARY BY:	Mark Nash

PROJECT DESCRIPTION / FACTS

The Gateway module is part of the infrastructure for the AMI system. These are the collection points for the information that is retrieved from the utility meters.

PROCUREMENT

This is an item that we purchase from Nexgrid Technology Solutions. The purchase is for 12 Gateways at a total cost of \$8,266.

FISCAL IMPACTS

This amount will come out of the water dept. equipment maintenance line item 510-501-46100 which currently has \$70,000. And the electric dept. maintenance line item 501-501-46100 which currently has \$ 56,000.00. The cost would be split between the (2) departmets. \$4,133.10 from each line item.

SUPPORT DOCUMENTS:	Included in summary
---------------------------	---------------------

Ask The Board of Alderman to allow the purchase of the Gateway equipment for a total of \$8,266.20



QUOTE

Quote # QSAL102723
SOW #
PO #

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

Erin Scalph

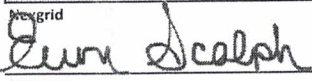
Date: October 27, 2023

Salem, MO

Item	Part Number	Description	QTY	Unit Price	Extended Price
Communication Infrastructure					
1	ecoNet Pro	ecoNet Communication Gateway, WiFi and ZigBee	12	\$688.85	\$8,266.20
Subtotal:					\$8,266.20
Final System Cost:					\$8,266.20

Terms

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

Nexgrid

Signature
Erin Scalph
Name
10/27/2023
Date

Customer

Signature

Name

Date

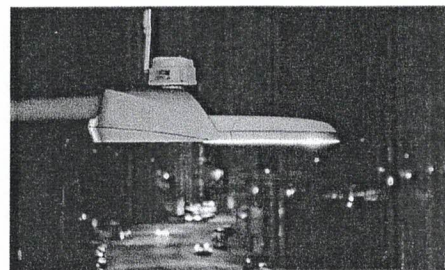
End of Quotation

Nexgrid® Technology Solutions

ecoNet™ SL Smart Grid Gateway

The ecoNet Street Light Communication Gateway provides the central link between intelligent endpoint devices and your Utility's mission-critical systems, enabling intelligent network control and monitoring. Simple no-tool-required twist and lock installation replacing the existing photocell sensor greatly simplifies the installation process. A sophisticated Dual MESH communication technology utilizing Nexgrid's patent pending algorithm provides ubiquitous coverage throughout the network at a low cost. ecoNet SL smart grid gateways support 3 standards-based communication technologies, Ethernet (RJ45), ZigBee(802.15.4) and Wi-Fi (802.11N). ecoNet SL's management software provides the ability to mix and match the different systems to achieve maximum efficiency in the network while also providing maximum redundancy. ecoNet SL provides a scalable broadband infrastructure that supports the advanced metering of electric, water and gas and real time management and control of intelligent end devices like load control switches, capacitor bank controllers and thermostats. It features robust security to ensure full regulatory compliance and network safety and an internal power source for outage management. ecoNet SL gateways communicate with third party devices to create a platform for Demand Side Management, Smart Home, and other Utility asset devices that require communication.

Additionally, the ecoNet SL monitors the streetlight for energy consumption usage, outage detection and allows for custom on/off programming. Lights can be controlled in a more intelligent and efficient manner than provided by the standard photocell, and monitoring in real-time reduces truck rolls and overall maintenance.



Technical Specifications

Nexgrid Part Number	ecoNet SL
Interface	10/100 Base t, half/full duplex. Rate auto negotiated (IEEE 802.3 compliant) Wi-Fi (IEEE 802.11N compliant) and ZigBee (IEEE 802.15.4 compliant)
Input Power	95 – 264 VAC 50/60 Hz
Wireless Signal Rate	Wi-Fi 2 GHz or 5 GHz, 100Mb & ZigBee 240 Kbps
Channel Width	Wi-Fi 20 and 40 MHz, 802.15.4 5 MHz
Wind Survival	118 miles/hr. (190 km/hr.)
Power Consumption	7.5 Watts maximum
Mechanical Dimensions	170 x 54.8 x 170 mm (6.69" x 2.16" x 6.69")
Weight	.69 Kg
Encryption	AES, DES support *NIST FIPS 140-2
Mesh Routing	ZigBee
FCC IDs	SWX-M5B, SWX-M2B,
Modulation Type	Wi-Fi OFDM, ZigBee OQPSK
Safety Standard Compliance	EN50178, Category III
Temperature	-25 C to +70 C
Humidity	5% - 85%
Casing	Polycarbonate UL 94-V0
Mounting Type	NEMA twist lock plug connection ANSI C136.10
Internal Power	Internal super capacitors provide one minute of sustained power during outages
EIRP	Adjustable from 10 dB to 28 dB
Antenna Connector	SMA-TYPE Male
*optional	

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915 Maple Grove Drive Suite 200 Fredericksburg, VA 22407 888-556-0911 www.nexgrid.net

nexgrid

FEATURES

Streetlight photocell mount

Standards-based communication

Dynamic provisioning & self healing
MESH network

Provides full security including AES,
DES support

Easy installation. No tools required

Over-the-air (OTA) enabled firm-
ware update support

MESH Wireless technology pro-
vides ubiquitous coverage

Real-time monitoring and control of
lamp on/off schedule and voltage/
current monitoring

Nexgrid
915 Maple Grove Drive
Suite 200
Fredericksburg, VA 22407
888.556.0911
www.nexgrid.net

Staff Summary Report

MEETING DATE:	1/9/2024
AGENDA ITEM:	Surplus equipment and vehicles
AGENDA TITLE:	Discussion of surplus equipment and vehicles for Purple Wave

ACTION REQUESTED BY:	Public Works Director
ACTION REQUESTED:	Board approval for sale of surplus equipment and vehicles
SUMMARY BY:	Mark Nash

PROJECT DESCRIPTION / FACTS

This is vehicles and equipment that City of Salem has deemed no longer useful in their fleet.

PROCUREMENT

The list of items for sale is a 2003 Chevrolet S-10 pickup, 2014 Ford F450 Super Duty Truck, 2008 Ford F150 pick up truck, 2011 Ford F550 Super Duty Truck. Also, a Husqvarna Riding Mower, Boom Mower, 6 ft .Brush Hog, and a 5 ft. Brush Hog

FISCAL IMPACTS

The amount that each item is sold for will be put back in the proper dept..

SUPPORT DOCUMENTS:	Included in summary
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Ask The Board of Alderman to allow sale of surplus equipment and vehicles to be sold through Purple Wave Auction Service.

PURPLE WAVE

SEWER DEPARTMENT

HUSQVARNA RIDING MOWER

LGT24K54

MURRY PUSH MOWER 21 INCH

STREET DEPARTMENT

BOOM MOWER

6 FT BRUSH HOG

5 FT BRUSH HOG

City Of Salem
401 East Truman
Salem, MO 65560
573-247-6805

12/11/2023 9:37:46 AM CST

Estimate #149

Page:1

CITY OF SALEM-WATER DEPT.

Phone:

SALEM, MO 65560

Vehicle : 2003 Chevrolet S10 - Pickup 2.2 L 134 CID L4

Tag/State : /MO

VIN : 1GCCS14H538235190

Odometer In : 89927

Fleet #/Driver :

Created : 11/16/2023 11:21:22 AM CST

Code/Tech*	Description	Condition	Unit Price	Price
------------	-------------	-----------	------------	-------

Estimate \$0.00

PAYMENT \$0.00

BALANCE DUE \$0.00

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or Inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. All Vehicles left over 48 hrs. after repairs are completed WILL INCUR A \$5.00 PER DAY STORAGE FEE. 12 Month or 12,000 Mile Warranty On Repairs.

Customer Signature _____



City Of Salem

401 East Truman
Salem, MO 65560
573-247-6805

12/11/2023 9:37:51 AM CST

Estimate #148

Page:1

CITY OF SALEM- STREET DEPT.

401 E TRUMAN
SALEM, MO 65560

Phone:

Vehicle : 2014 Ford F450 Super Duty 1 1/2 Ton Truck V10, 6.8L (415 CID) Tag/State : /MO

VIN : 1FDUF4GY2EEA86694

Fleet #/Driver :

Odometer In : 37956

Created : 11/16/2023 11:00:19 AM CST

Code/Tech*	Description	Condition	Unit Price	Price
------------	-------------	-----------	------------	-------

Estimate \$0.00**PAYMENT \$0.00****BALANCE DUE \$0.00**

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or Inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. All Vehicles left over 48 hrs. after repairs are completed WILL INCUR A \$5.00 PER DAY STORAGE FEE. 12 Month or 12,000 Mile Warranty On Repairs.

Customer Signature _____



City Of Salem

401 East Truman
Salem, MO 65560
573-247-6805

12/11/2023 9:37:23 AM CST

Estimate #150

Page:1

CITY OF SALEM-WATER DEPT.**Phone:**

SALEM, MO 65560

Vehicle : 2008 Ford F150 1/2 Ton - Pickup 4.6 L 281 CID V8 SOHC

Tag/State : /MO

VIN : 1FTRF14W08KB54010

Fleet #/Driver :

Odometer In : 157839

Created : 11/16/2023 11:23:43 AM CST

Code/Tech*	Description	Condition	Unit Price	Price
------------	-------------	-----------	------------	-------

Estimate \$0.00**PAYMENT \$0.00****BALANCE DUE \$0.00**

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. All Vehicles left over 48 hrs. after repairs are completed WILL INCUR A \$5.00 PER DAY STORAGE FEE. 12 Month or 12,000 Mile Warranty On Repairs.

Customer Signature _____



City Of Salem

401 East Truman
Salem, MO 65560
573-247-6805

12/11/2023 9:37:05 AM CST

Estimate #155

Page:1

CITY OF SALEM- ELECTRIC**Phone:****Vehicle : 2011 Ford F550 Super Duty V8, 6.7L (409 CID)**

Tag/State : /MO

VIN : 1FDUF5HT1BEA09366

Fleet #/Driver :

Odometer In : 59858

Created : 12/8/2023 9:43:09 AM CST

Code/Tech*	Description	Condition	Unit Price	Price
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Estimate \$0.00**PAYMENT \$0.00****BALANCE DUE \$0.00**

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garagekeeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. All Vehicles left over 48 hrs. after repairs are completed WILL INCUR A \$5.00 PER DAY STORAGE FEE. 12 Month or 12,000 Mile Warranty On Repairs.

Customer Signature _____



Staff Summary Report

MEETING DATE:	January 11, 2024
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Resolution No. 1-2024
ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Approval of Utility Collections Agency
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The City currently is using Consumer Adjustment Company Inc. as a collection agency for past due utility accounts and we do occasionally receive checks from them for collection on accounts. Consumer Adjustment Company Inc. charges 30% to the customer for collection of accounts. Below is the City Code relating to use of a collection agency.

Section 700.040 **Collection Account Fees.**

[R.O. 2011 §29-4; Ord. No. 3173 §§1 — 3, 7-6-2009]

A. After a customer's account with the City of Salem, Missouri is past due more than ninety (90) days, the account may be sent to a collection agency for collection purposes authorized by law including, but not limited to, the pursuit of litigation for collection purposes.

B. The customer shall be responsible for all collection fees and costs including attorney fees, expenses of litigation, court costs and interest and penalties on the past due account.

C. The Mayor is hereby authorized upon approval of the Board of Aldermen of the City of Salem to contract with a collection agency to pursue collection of customer accounts of the City of Salem, Missouri.

Unfortunately, the last submittal of past due accounts to the collection agency was done Oct-Nov of 2018. There is no documentation as to why this was not kept up at that point. Again, no documentation, but apparently a list was prepared for submittal to the collection agency in early 2021 and I am guessing due to COVID and the AMI conversion issues it was determined not to turn the past due accounts over to collections. This leaves us with a backlog of past due accounts that need to be turned over to collections.

Staff will begin submitting to a collection agency in January 2024, but I ask that you consider this recommendation to switch from Consumer Adjustment Company Inc. to Online Collections for the following reasons.

Staff is working our way through researching and answering some server and system questions in regard to a pre-screening of customers for deposits which is offered by the same company, I recommend switching over to Online Information Services for collection of past due accounts. It makes sense to use the same company for both services and given the additional database and capabilities of Online Information Services, I believe we may stand to recoup more funds in a timelier manner than with our current collection agency who will only receive updates once a month from the big 3 credit reporting agencies.

Online Information Services was created originally as a utility specific collections agency and specialized in this type of account collections. They are also offering the same 30% fees to customers that our current agency is charging.

The Utility Committee reviewed and recommended switching to Online Information Services for collections of utility accounts during their December 2023 meeting.

PROCUREMENT

N/A

FISCAL IMPACTS

Getting past due accounts submitted to a collection agency on a timely basis will result in a better overall collection rate for all city utilities.

SUPPORT DOCUMENTS:	Aging Accounts Receivables by Year Utility Collections Proposal – Online Collections Online Information Systems Collection Services Agreement
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DEPARTMENT’S RECOMMENDED MOTION: Move approval of the agreement with Online Information Systems for Utility Collections.

AGING AR

	2016-2018	2019	2020	2021	2022	Thru July 2023	TOTAL
ELECTRIC	143,918.21	57,530.56	83,345.73	288,511.37	143,576.13	129,167.00	846,049.00
WATER	20,704.42	11,939.17	16,919.36	72,134.00	17,394.70	10,121.49	149,213.14
SEWER	17,178.17	9,278.68	11,031.14	60,695.66	15,022.77	11,069.28	124,275.70
TRASH	4,282.68	1,772.69	3,725.00	12,011.18	2,320.91	1,141.63	
	186,083.48	80,521.10	115,021.23	433,352.21	178,314.51	151,499.40	1,144,791.93



PO Box 1489
Winterville, NC 28590
(866) 630-6400

Proposal for Providing Collection Services for City of Salem



Prepared by:

Shane Burger

National Account Executive

252-754-3284

sburger@onlineis.com

Executive Summary

ONLINE Information Services, Inc. appreciates the opportunity to submit this proposal for consideration as a collection agency for the City of Salem in the primary, secondary, and/or tertiary tiers. ONLINE has significant Collections depth and experience in the Utility industry, with almost 30 years of Utility collections activity, over 700 Utility collection clients, and clients located in all 50 states. Our client base includes over 300 municipalities, as well as several major national utilities, giving ONLINE unparalleled expertise in the business of utility collections. Our state-of-the-art technology, our highly trained and dedicated Utility collections and customer service staff, Utility specialization program, and proprietary Exchange Advantage database, housing the most current contact information anywhere, has enabled ONLINE to outperform our competitors in the Utility space, time and time again.

ONLINE is committed to exceeding your expectations. We deliver comprehensive, customized, cost-effective programs designed to deliver positive results to our clients. We are confident that we can assist the City of Salem in achieving your collection goals.

COMMITMENT TO QUALITY SERVICE

Your customers are vital to your organization. ONLINE realizes that fact and treats everyone we come into contact with as we would want to be treated. We will always hold ourselves to the highest possible standards when recovering your company's receivables.

Over the years, we have learned that no two Utilities are the same, so we offer customized solutions tailor-made to have the greatest impact on your bottom line and are guaranteed to be easy to implement. We devote our resources and specialized staff to get you up and running quickly and easily.

Finally, we believe that open, frequent communication is the key to ensuring successful outcomes for the City of Salem. ONLINE's understanding of and performance in Utility receivables and collections leads the industry, but our strongest attribute is the knowledge that our success is a by-product of your success. We take great pride in serving our clients and are firmly committed to your success.

OUR TECHNOLOGY—SECOND-TO-NONE

ONLINE utilizes the most effective software and hardware tools available in the industry for eliminating bad debt. We invest in the latest and best products in predictive dialing technology,

information systems, advanced networking capabilities, and much more. We also have significant experience in working with multiple Middleware providers.

OUR STAFF—HIGHLY TRAINED AND RESPONSIVE

Implementing the best technological resources ensures that we provide you with the best receivables management, but our people make the difference.

Our 90 +-member staff is dedicated to eliminating bad debt for the City of Salem. Our management team possesses decades of collective Utility expertise and experience that translates into industry-leading results for your organization.

To make sure that we are on the cutting-edge of industry trends, our professionals are active in:

American Collectors Association

Consumer Data Industry Association

Various credit reporting and consumer data associations

With our employee training methodology consistently recognized as one of the best in the business, and widely copied by agencies throughout the country, you can rest assured that the staff here at ONLINE is well prepared to serve you.

Introduction

ONLINE is pleased to provide this proposal to you outlining our capabilities. The intent of the following proposal is to outline the scope and deliverables of collection services for your accounts. It is our understanding that your objective is to determine which Collection Agencies you should retain to collect your past due receivables.

ONLINE has extensive experience and a proven record of accomplishment in performing exactly the type of collection services that are requested. ONLINE has been in the Collections business for almost 60 years and has over 25 years of utility collections experience. ONLINE currently provides its unique ONLINE Utility Exchange and ONLINE Collection Services to thousands of satisfied clients nationwide. As one large investor-owned utility states in their ONLINE audit summary, "ONLINE maintains an excellent collection strategy that utilizes collector experience, technology, and industry knowledge as a foundation to promote a strong recovery environment."

ONLINE is Unique in the Utility Collection Industry

The Exchange Advantage

ONLINE is unique in the collections industry because we have proprietary capabilities, developed from [years of experience working in just three industries: utilities, property management and healthcare. As a result of providing point of application ID verification and risk assessment solutions, as well as collection services to these types of clients, we leverage our internal databases to capture information on debtors which is not available to any other company. Because we have over 1,000 utility clients and over 4,000 property management clients (i.e., apartment complexes, etc.) in the U.S. utilizing our application and risk assessment solutions, our internal databases yield powerful information on debtors.

For example, when a customer leaves a utility company and moves to another location, we often immediately capture the individual's updated contact information from one of our property management or other utility clients when the applicant's information is passed through our system. This new contact information is not typically available to, or published by the large credit reporting bureaus normally for at least six months. This means that the new contact information (address/ phone#) is not available to any other agency at that time through their normal skip tracing process. We then deliver this updated debtor information to our collection services business for follow up and prioritized collection action. This entire process is called our "**Exchange Advantage**," which represents a competitive advantage for ONLINE, and a significant potential collection "lift" for you.

How the Exchange Advantage Works

Through the Exchange, we currently update addresses on 29% of accounts referred. This means that at a collection agency that does not have ONLINE's demographic database, 29% of the first notices would go to a wrong address and collection efforts might cease at that point. ONLINE's ability to update the debtor's information before the first notice assures you that more debtors will be contacted. This process enables ONLINE to consistently outperform other agencies.

1. Accounts are typically referred with outdated or incorrect contact information:

Debtor | Aux. Debtor

Demographic
 JODY | KIMBERLY A
 10 PARKER ROAD
 ASHLAND | MA 01721
 SSN 887-70-0366 | B/A Y | Business N

Rem
 Bank/Rem | Remark IDATA 03-07
 Work TECH SUPPORT
 License | DOB: |

Spouse TIMOTHY JO
 Score |

Phones
 Home (508) 123-4567 | Work | Spouse Work |

Current Account: 1234 5678 EMC \$450.00 | Command: |

Account Summary | Account | History |

Client
 1234 | EMC | Phone 850111222 | Client Acct No. 12345678 | Client Info

Balances
 AR \$450.00
 PB \$0.00
 AI \$0.00
 CC \$0.00
 AF \$0.00
 OC \$0.00
 OV \$0.00
 Int \$0.00
 Total \$450.00

Dates
 DOR MM/DD/YY
 DOS MM/DD/YY
 DLP MM/DD/YY
 JD 999999

Account # 1948375 | **Int Code** 0 | S | 103
 For 10 Parker Road
 Rem ASHLAND MA 01721
 Fwd For/To | **Status** SKP

Collector 98 | **S/L #** 00
Clerk # TE | **Type** 3
Doc CD 0 | **C.F.** D
LLS PDC
B.C. 00

Patient Name |
DOB |
Pin Number 55676

Aux:
 Ed. Trk.
 Action Matrix

2. Your debtor applies for utility service or a lease at one of our nationwide Exchange Members using current contact information:

ONLINE UTILITY ADMIN | Report # 12345678

JODY, KIMBERLY A
 887700366 | SSN Search
 7029 N FISK CT
 KANSAS CITY, MO 64511
 PHONE: 8165551212
 Reported DOB: 03/25/1959

[Print Report](#)
[Print Adverse Letter](#)

ONLINE
 UTILITY EXCHANGE

3. ONLINE receives your debtor's updated information in real time and contacts them the same day to achieve payment in full:

The screenshot displays the ONLINE Collections software interface. The top section is titled "Debtor" and contains a "Demographic" tab. The debtor's name is JODY, and the address is 7029 N FISK CT, KANSAS CITY, MO 64151. The SSN is 887-70-0366. The debtor's phone number is (816) 555-1212. The account number is 1234 5678 EMC \$450.00. The current account balance is \$0.00. A large red "PAID" stamp is overlaid on the bottom right of the form.

Demographic		Rem		Spouse	
JODY	KIMBERLY A	Bank/Rem		TIMOTHY JO	
7029 N FISK CT		Remark	IDATA 03-07	Score	
		Work	TECH SUPPORT	DOB	
KANSAS CITY	MO 64151	License			
SSN 887-70-0366	B/A N Business N	Phones	Home (816) 555-1212	Work	Spouse Work

Current Account: 1234 5678 EMC \$450.00 Command:

Account Summary Account History

Client 1234 EMC Phone 850111222 Client Acct No. 12345678 Client Info

Balances		Dates		Account #		Int Code	
AR	\$450.00	DOR	MM/DD/YY	1948375	0	S	103
PB	\$0.00	DOS	MM/DD/YY	For	10 Parker Road		
AI	\$0.00	DLP	MM/DD/YY	Rem	ASHLAND MA 01721		
CC	\$0.00	JD	999999	Fwd For/To	Status PIF		
AF	\$0.00	Collector	98	S/L #	00		
OC	\$0.00	Clerk #	TE	Type	3		
OV	\$0.00	Doc CD	0	C.F.	D		
Int	\$0.00	LLS	PDC	Patient No.			
Total	\$0.00	B.C.	00	DOB			

Ed. Trk. Action Matrix

Our Comprehensive Utility Specialization Program

In addition to our proprietary Exchange Advantage program, ONLINE has developed a unique Utility Specialization Program. Specifically, a dedicated team of collectors is assigned to our utility collection portfolios and works only utility accounts—no bank card, medical, retail, etc. Training materials are designed to address utility debtor potential objections, which enables our collectors to effectively resolve the outstanding balance in a positive manner. In order to optimize internal resources to maximize recoveries, utility specific work flows insure the maximum level of contact is made on a portfolio. In addition, we have a multi-staged skip-tracing process. First, immediately upon placement from a client, we pass collection accounts through our ONLINE Exchange Advantage process (i.e., proprietary database). This initial step enables ONLINE to update 29% of the addresses on new client referrals. This means that ONLINE's initial validation letter to the debtor is actually getting to the debtor 29% more often than the initial letters sent by other agencies. Then, we utilize a "waterfall" skip-trace process, using external sources as needed.

Finally, ONLINE offers the following additional resources and capabilities to achieve superior collection performance:

- **An excellent labor pool for hiring** – ONLINE's close proximity to East Carolina University and several large call centers gives us access to well-qualified applicants. Average tenure for our Collections team is over two years.
- **Significant infrastructure capacity to accommodate your accounts** – Our state-of-the-art facility and resources mean ONLINE has the capability to absorb large increases in business volume, while still providing the level of service and results our existing clients expect. We recently processed 400,000 new accounts from a new client into our system in a two week period, without experiencing any degradation in collection activity.
- **DebtNext Middleware Experience** – ONLINE has extensive experience and familiarity with the multiple middleware platforms, including DebtNext. Ability to implement quickly and efficiently, with continued post implementation benefits from established automated processes.
- **Superior technology infrastructure and resource expertise** – Boasting cutting-edge collections technology backed by our expertise in data transfer and process automation, ONLINE delivers creative and impactful solutions to your bad debt challenges.
- **Strict compliance procedures with all Federal, State and PUC regulations** – ONLINE prides itself on our compliance record, and a large portion of our initial and ongoing staff training effort is dedicated to these important regulations.
- **Strict compliance with client work standards and expectations** – ONLINE works diligently to ensure client accounts are worked according to standards established during implementation and adjusted appropriately throughout the relationship as needs change.
- **Rigid security standards** – As part of its commitment to security, ONLINE maintains compliance with the SSAE18 Data Security Standard, undergoing annual third-party audits to ensure our clients' sensitive data and our internal systems remain secure.

ONLINE would be honored to become one of your agency partners. In summary, we have the ability and capacity, in both financial and infrastructure assets, backed by 25+ years of success in Utility collections, to be the top performing agency for your organization. Our clients will speak to the high level of integrity, character, and performance of ONLINE over many years of relationships. We will work with you through technology, innovation and resources to develop the collection methodology that will optimize recovery results for you.

We certify that we are in compliance with all applicable laws regarding competitive bidding practices and debt collection and credit reporting.

Proposed Collections Commission Rates

Collection Services	Contingency Commission Rate
Primary Placements Accounts under 12 months old from Date of Service and/or have never been placed with another collection agency.	30%
Secondary Placements Accounts over 12 months old from Date of Service and/or have previously been placed with another collection agency.	30%

RESOLUTION NO. 1-2024

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF SALEM, MISSOURI AND ONLINE INFORMATION SERVICES, INC., A NORTH CAROLINA CORPORATION FOR COLLECTION SERVICES.

WHEREAS, Creditor agrees to submit to Collector, each month, for collection certain claims, accounts or other evidences of Indebtedness, and

WHEREAS, Collector desires to provide Creditor with collection services and/or accounts receivable management services with respect to said Claims.

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 Online Information Services Collection 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 11th DAY OF JANUARY 2024.

APPROVED:

ATTEST:

**Greg
Parker
Mayor**

**Tammy Koller
City Clerk**

APPROVAL AS TO FORM:

**James K. Weber
City Attorney**



Collection Services Agreement

This Collection Service Agreement ("Agreement") is entered into by ONLINE Information Services, Inc., hereafter referred to as "Collector", a North Carolina corporation, and City of Salem, Missouri hereafter referred to as "Creditor", a MO corporation as of November 9, 1881.

WHEREAS, Creditor agrees to submit to Collector, each month, for collection certain claims, accounts or other evidences of Indebtedness (hereinafter called "Claims"), and

WHEREAS, Collector desires to provide Creditor with collection services and/or accounts receivable management services with respect to said Claims (hereinafter called "Services").

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter set forth, it is mutually agreed by and between the parties hereto as follows:

1. GENERAL.

- A. The Creditor may refer any Claims that exceed \$50.00.
- B. Creditor agrees that all activities of Collector shall be carried out in compliance with all applicable federal, state and local laws.
- C. Creditor hereby warrants that all Claims forwarded to Collector will be valid and legally enforceable debts, and that Creditor will, both before and after forwarding said Claims, comply with all applicable federal, state and local laws with respect thereto.
- D. Further, Creditor agrees to provide, whenever requested to do so by Collector: a written verification of a Claim: a copy of the judgment, if any, on which a Claim is based and the name and address of the person or entity to whom the debt was originally owed, if different from Creditor.

2. RELATIONSHIP OF PARTIES.

- A. Collector agrees to employ those means necessary to represent Creditor in collecting all Claims referred for collection.
- B. It is expressly understood that all Claims shall remain the property of Creditor and that Collector is acting as an independent contractor of Creditor for the recovery of Claims referred for the Services.

3. REFERRAL OF CLAIMS

A. Collector will receive all Claims placed for collection by electronic submission of a file to Collector's secure website or secure ftp site.

B. Each Claim shall contain the name of guarantor, service address, dates of service, last known address, date of last payment, delinquency date, amount owed, social security number or federal tax identification number, phone number, and any additional information that may help locate the consumer.

C. Creditor agrees to provide collector all the necessary data elements, for each Claim, in order for Collector to comply with its Claim validation obligations under Regulation F as promulgated by the Federal Consumer Financial Protection Bureau.

i. Creditor agrees the data elements for compliance with Regulation F include, a correct Itemization Date, Amount Owed as of Itemization Date, Any Interest Owed since Itemization Date, any Fees owed since Itemization Date, and any Payments/Credits applied to Claim since Itemization Date, and current amount owed as of placement with Collector.

D. Collector agrees to comply with all of its obligations under Regulation F.

E. Creditor warrants, in order to aid Collector in complying with the Telephone Consumer Protection Act (TCPA), with regards to phone numbers supplied to Collector by Creditor, that Creditor :

i. Express written consent from the consumer to contact them at the phone numbers supplied via an automatic dialing device and may utilize pre-recorded or artificial voice messages for the purposes of collecting amounts owed.

ii. Sample Express Written Consent Language:

"You agree, in order for us to service your account or to collect any amounts you may owe, we may contact you by telephone at any telephone number associated with your account, including wireless telephone numbers, which could result in charges to you. We may also contact you by sending text messages or emails, using any email address you provide us. Methods of contact may include using pre-recorded or artificial voice messages and/or the use of an automatic dialing device, as applicable.

I/We have read this disclosure and agree that {Insert Company Name} may contact me/us as described above."

iii. If client has express written consent please upload a sample of the consent documentation here: XXXX

F. Creditor agrees that all Claims referred to Collector will be referred for a period of 12 months from the date of referral and that this referral will automatically renew itself on each anniversary for a period not to exceed six years and eleven months from the date of service of the Claim.

G. Creditor agrees to place Claims with Collector no less frequently than monthly.

H. Creditor warrants that it will not refer to Collector any Claim which has previously been paid or settled; any Claim which has been discharged through bankruptcy; or any Claim where an identity theft or fraud report has been filed.

I. Creditor hereby certifies and warrants that it will notify, through a mutually approved method, Collector within 48 hours of Creditor's receipt of any Bankruptcy filing, death notices, fraud notifications, or consumer disputes pertaining to any Claims referred to Collector for collection services.

J. Collector agrees to cease any communication with a consumer if Creditor notifies Collector of a bankruptcy filing, death notice, fraud notification, or consumer dispute on a referred Claim.

K. Creditor agrees that any Claim referred to Collector will not be referred to any other Collector.

L. Collector agrees to acknowledge the receipt of Claims placed for recovery with Collector via an emailed report. It is understood and agreed that Creditor will review the Acknowledgement Report and correct any inaccuracies on these Claims within 7 days of the receipt of the report. In the event that no updates are received by Collector within 7 days, it is agreed that these Claims are correct and that any payments received by either party on these Claims shall be a commissionable event.

M. Creditor agrees that if a file is sent to Collector that contains mass numbers of inaccuracies, which can only be corrected by cancelling all of the Claims and reloading them in Collector's system, Creditor maybe charged a fee for the reloading the Claims.

N. Collector agrees to return to Creditor any Claims based on questionable circumstances.

O. Creditor agrees to notify, through a mutually approved method, Collector within 48 hours of Creditor's receipt of notification on any consumer which is being represented by legal counsel in regards to any Claim referred to Collector.

P. Creditor agrees that once Claims are placed with Collector, Collector is entitled to commissions as detailed in this agreement regardless of whether payment is made to Collector's office or directly to Creditor.

Q. Creditor agrees to report all payments made to Creditor's office within 72 hours and Collector agrees to identify the payment as part of consumer's file within 24 hours of notification of reported payments.

4. METHODS OF COLLECTION.

A. Collector agrees to use effective and legal methods of collection.

B. Collector agrees to comply with its obligations under the Fair Debt Collections Practices Act, the Fair Credit Reporting Act, as well as any state specific laws regarding third party collection services.

C. Collector will attempt to skip trace (identify new location and contact information) on those Claims that have bad address or phone numbers.

D. Collector will utilize mailed notices and telephone calls to affect collection on Creditor's behalf.

E. Collector will utilize an automated dialer and messaging technology where allowed by law to contact affect collection on Creditor's Claims.

F. Collector is a data furnisher to national credit reporting agencies and all Claims not collected in full or in a secured payment plan (e.g. credit card, Electronic check, ACH draft or other commercially available methods) within 30 days of referral will be reported to the national credit reporting agencies.

5. CREDIT REPORTING. In the event that Creditor requires Collector to furnish information to a consumer credit reporting company, Creditor shall provide all information required for Collector to accurately furnish such information to the consumer credit reporting companies, including the accurate date of delinquency, account balance and other information that may be required pursuant to the Fair Credit Reporting Act or any regulation thereto, or the National Consumer Assistance Plan implemented by the three major consumer credit reporting companies. Creditor shall fully and completely indemnify and hold harmless Collector and pay all costs and expenses, including reasonable attorney's fees, and all damages or losses incurred by Collector as a result of any third-party claim or lawsuit, or action by any consumer credit reporting companies or government entity, resulting directly or indirectly from the use of the information provided by Creditor which is subsequently furnished to any consumer credit reporting company on any Account. Upon termination and return of an Account on which payment has not been fully received and has not been settled, Collector shall request deletion of any information that it furnished to any Consumer Credit Reporting Company. Collector shall report all accounts on which it reached a settlement or on which payment in full was received during the time that the Account was placed with Collector for Services as a "Settled in Full" or "Paid in Full" account.

6. DISPUTED CLAIMS.

A. It is mutually agreed that Collector will receive disputes and other correspondence from consumers in regards to Creditor's Claims. These will include balance owed disputes, validity of Claim disputes, and fraud disputes.

B. Creditor agrees that it will aid Collector with respect to the Claims in its compliance with Collector's responsibilities as outlined in "OBLIGATIONS OF FURNISHERS UNDER THE FCRA", attached as Exhibit A.

C. From time to time, Collector will request additional information and/or proof on certain Claims that are disputed by consumers. Creditor agrees to provide Collector with the necessary documentation to show the validity of the Claim against the appropriate consumer, such proof includes a copy of the signed service agreement or the last bill in the consumer's name.

D. Creditor agrees to provide to Collector the additional information or proof within five (5) business days of Collector's electronic request.

E. Collector will accept the additional information or proof regarding disputed Claims through its secure website.

7. ANNUAL RECONCILIATION OF CLAIMS.

A. Collector and Creditor agree that ensuring the accuracy of each other's data in regards to the Claims is a necessity in order to ensure compliance with the appropriate laws, including the Fair Debt Collections Practices Act as well as the Fair Credit Reporting Act.

B. It is mutually agreed that on the anniversary of this Agreement Collector shall send electronically to Creditor a list of not less than 25 Claims and Creditor agrees to verify the accuracy of the Claim and report to Collector any missing transactions or updates on said Claims.

C. Creditor agrees if, in Collector's determination, there are a significant number of Claims in the sample that do not match between the systems; Creditor agrees to perform a full Claim reconciliation between Creditor's and Collector's systems.

8. CLAIM DATA RETENTION.

A. Collector will use and retain the Creditor's Claim data only as long as is necessary to affect the Services or as required to comply with legal or regulatory obligations. When Collector no longer requires the Creditor's Claim data, which will generally be no more than seven years after the Date of Service of a Claim, Collector will remove it from its systems. If Collector keeps the data longer, it would be to satisfy legal or regulatory obligations and Collector's legal basis would be relevant law or regulations.

B. Creditor agrees that Collector at the end of each year will purge data that it should no longer retain. This could include accounts that have reached their 7 year credit reporting life cycle, accounts cancelled and returned to Creditor based on Creditor's request, Claims cancelled due Creditor not responding to validation of Claim requests, Claim being included in bankruptcy, Claim belonging to a deceased consumer, or Claim identified as belonging to a litigious consumer.

C. It is mutually agreed that once a Claim has been purged from Collector's system Collector will no longer maintain any record of the Claim in Collector's system, databases, backups of systems and databases, or in any archives.

9. DISCOUNT OF CLAIMS. Creditor XXX to grant Collector authority to discount Claims on Creditor's behalf by XXX % of the total amount of the claim. If Creditor does not grant Collector general discount authority Collector can only discount Claims for less than the amount owed with special, Claim by Claim, approval of Creditor. Said Approval may be given by telephone from Creditor's office.

10. CLAIM ACCOUNTING

A. Collector shall have authority to receive payments from consumers in cash, check, money order, credit card, electronic check, ACH draft or other acceptable payment forms and will have the authority to endorse checks, drafts, money orders or other negotiable instruments which are received from consumers.

B. Collector agrees to place all monies collected on Creditor's behalf into a trust account.

C. Collector agrees to furnish a monthly statement to Creditor each month detailing each payment received at Collector's office as well as all direct payments made to Creditor's office.

D. Creditor agrees and acknowledges that Collector will, from time to time, accept Checks and Credit cards as a method of collection of debts owed Creditor. Furthermore, both parties agree and acknowledge that these instruments serve as provisional settlements, and are subject to revocation, charge-back, dispute, refund or dishonor by the issuing financial institution. In the event that these disputed or dishonored funds have been remitted to the Creditor, both parties agree that this debt shall revert to an "Unpaid" status and Creditor shall repay or refund the disputed or dishonored amount to Collector. Collector will add a debt owed, by the consumer, directly to Collector for any NSF fees or charge-back fees incurred by Collector. At which time, Collector will make its best effort to pursue the dishonored payment to recover the unpaid balance owed Creditor.

11. COMMISSION ON CLAIMS. It is mutually agreed that any payment received on a Claim once it has been referred to Collector for collections services, whether the payment is made to Collector's or to Creditor's offices, will be a commissionable payment. Except for:

A. RECONNECTION OF SERVICE. Definition. A "RECONNECT" is defined as a Claim where the consumer has terminated service voluntarily or where services have been terminated by the Creditor with the express intent, of the consumer, of reinstating service within 5 months from the date of disconnect. In order to qualify as a "RECONNECT", service must be reestablished at the exact same service address where services were initially disconnected within 5 months from the date of disconnect. Any variation on this definition shall not qualify as a "RECONNECT".

i. Reconnect Commissionable Actions.

a. Any bad debt/collection Claim turned over to Collector that results in payment directly to Collector or any of its representatives as a result of any effort made by Collector shall be defined as a commissionable Claim and not a "RECONNECT". These efforts are defined as, but not limited to: letters, phone calls, voice messages, emails, scheduled payment plans or any combination of the above listed actions.

b. Any bad debt/collection Claim turned over to Collector that results in payment directly to Creditor and which strictly conforms to the definition listed above shall be considered as a "RECONNECT". As such, the Creditor may reserve the right to recall the Claim from Collector.

c. No "Secondary Placement" Claims will be eligible for "RECONNECT" status.

B. ACCOUNTS REFERRED IN ERROR.

i. It is agreed that Collector shall send via electronic mail to the designated contact at Creditor a listing of Claims (Acknowledgement) that are referred for collection service within 24 hours of the Claims being loaded in to Collector's system.

ii. Creditor agrees to review the Acknowledgement and within seven days notify Collector of any Claims which may have been referred in error.

iii. Collector agrees to cancel any Claim upon notification of Creditor within the seven days.

- iv. If Creditor fails to notify Collector within seven days that any Claim was referred in error then any payments made on the referred Claims will be commissionable.

12. COMPENSATION AND INVOICING

- A. Creditor agrees to pay the rate of 30 % for all Claims collected whose Date of Service and Date of Referral to Collector are less than, or equal to, 12 months (Primary Placement).
- B. Creditor agrees to pay the following rate of 30 % for all Claims collected whose Date of Service and Date of Referral to Collector are greater than 12 months (Secondary Placement).
- C. Creditor understands that if Creditor does not have Express Consent on their Claims as outlined in Section 3.E. of the Agreement, Collector will add 2% to the rates in 12.A. and 12.B. above.
- D. In the event Collector's cost of rendering the Services increases as a result of federal, state, local laws or ordinances, or regulatory, administrative, governmental or judicial acts, then Collector may implement a surcharge subject to the following: (i) any surcharge will be applicable generally to Collector's customers; (ii) Collector will provide at least thirty (30) days prior written notice to Creditor prior to implementing such surcharge; and (iii) any surcharge will be applied only to Claims pertaining to consumers in the geographic area affected by the change of law, ordinance, or regulatory, administrative, governmental or judicial act.
- E. Creditor acknowledges that the contingency rates above are based upon the age of Claims at the time of referral and/or volume representations made by Creditor during the negotiation of this agreement. In the event that Creditor fails to meet the age of Claim and/or volume expectations, Collector reserves the right to adjust its charges to Creditor with a 30 day notice to Creditor prior to it going into effect.
- F. Creditor agrees that Collector will remit each month a check for monies collected at Collector's offices, minus any commissions due to Collector.
- G. Creditor agrees that the contingency rates are based on Creditor setting up and paying their monthly invoice via an automated payment method, either credit card or ACH.
- H. All billing is processed monthly between the 1st and the 5th for the previous month's services.
- I. Creditor agrees that Creditor has 20 days from the invoice date to dispute any charges appearing on the invoice.
- J. Collector will process the automated payment and deliver to Creditor an invoice marked "Paid in Full".
- K. All invoices will be delivered via electronic mail to the email addresses designated by Creditor.
- L. Creditor agrees that, if their automated payment method is declined, Collector may charge a Non-Sufficient Funds fee, not to exceed \$25.00.
- M. A service charge of 2% of the unpaid balance will be charged on all accounts not paid by the 1st day of the month following the invoice date.

N. Services will be immediately terminated when account reaches 60 days past due. Services will not be reinstated until the full outstanding balance is paid in full and a valid automated payment method is setup with Collector.

O. If account remains unpaid for 90 days the account will be referred to collections and/or legal proceedings initiated. Creditor agrees to pay Collector's cost and expenses, including reasonable attorney fees, to recover any unpaid balance owed by Creditor.

P. Creditor will be solely responsible for all federal, state and local taxes levied or assessed in connection with Collector's performance of the Services, other than income taxes assessed with respect to Collector's taxable net income, for which income taxes Collector will be solely responsible.

13. INSURANCE. Collector agrees to carry Liability Insurance.

14. WARRANTIES. Subject to Section 19 "Excusable Delays" hereof, Collector warrants to Creditor that Collector will use lawful and industry accepted methods to provide the Services. THE WARRANTY IN THE FIRST SENTENCE OF THIS PARAGRAPH IS THE ONLY WARRANTY COLLECTOR HAS GIVEN CREDITOR WITH RESPECT TO THE SERVICES AND SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, COLLECTOR MIGHT HAVE GIVEN CREDITOR WITH RESPECT THERETO, INCLUDING, FOR EXAMPLE AND WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. Limitation of Liability. Creditor acknowledges that Collector provides the Services based on information supplied to Collector by Creditor. Creditor acknowledges that the Services are provided by human beings which are not infallible. Creditor also acknowledges that the fees Collector charges Creditor for the Services are based upon Collector's expectation that the risk of any loss or injury that may be incurred by use of the Services will be borne by Creditor and not Collector. Creditor therefore agrees that it is responsible for determining that the Services are in accordance with Collector's obligations under this Agreement. If Creditor reasonably determines that the Services do not meet Collector's obligations under this Agreement, Creditor shall so notify Collector in writing within ten (10) days after receipt of the Services in question. Creditor's failure to so notify Collector shall mean that Creditor accepts the Services as is, and Collector shall have no liability whatsoever for the Services. Unless Collector disputes Creditor's Claim, Collector shall, at its option, either re-perform the Services in question or issue Creditor a credit for the amount Creditor paid for the nonconforming Services. This re-performance or credit constitutes Creditor's sole remedy and Collector's maximum liability for any breach of this Agreement by Collector. If, notwithstanding the above, liability is imposed on Collector, then Creditor agrees that Collector's total liability for any or all of Creditor's losses or injuries from Collector's acts or omissions under this Agreement, regardless of the nature of the legal or equitable right claimed to have been violated, shall not exceed the amount paid by Creditor to Collector under this Agreement during the six month period preceding the alleged breach by Collector of this Agreement. Creditor covenants that it will not sue Collector for any amount greater than permitted by this Agreement. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, UNDER NO CIRCUMSTANCES WILL COLLECTOR HAVE ANY OBLIGATION OR LIABILITY TO CREDITOR HEREUNDER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES INCURRED BY THE CREDITOR (INCLUDING DAMAGES FOR LOST BUSINESS, LOST PROFITS OR DAMAGES TO BUSINESS REPUTATION),

REGARDLESS OF HOW SUCH DAMAGES ARISE AND REGARDLESS OF WHETHER OR NOT THE CREDITOR WAS ADVISED SUCH DAMAGES MIGHT ARISE.

16. INDEMNIFICATION. Each Party hereby agrees to indemnify, defend and hold the other Party, its Affiliates, its licensees, its licensors, and its and their officers, directors, employees, consultants, contractors, and agents harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding or cause of action (each, a "Claim") brought by a Third Party against a Party based on: (a) breach of any representation or warranty by the Indemnifying Party contained in this Agreement, (b) breach of any applicable Law by such Indemnifying Party, or (c) gross negligence or willful misconduct by such Indemnifying Party, its Affiliates, or their respective employees, contractors or agents.

17. Intellectual Property. Creditor acknowledges that Collector has expended substantial time, effort and funds to create and deliver the Services. The Services and any proprietary methods or mechanisms are and will continue to be Collector's exclusive property. Nothing contained in this Agreement shall be deemed to convey to Creditor or to any other party any right, title or interest, including any patent, copyright or other proprietary right, in or to the Services. Creditor will not use or permit its employees, agents and subcontractors to use, the trademarks, service marks, logos, names, or any other of Collector's or its affiliates' proprietary designations, whether registered or unregistered, without Collector's prior written consent. Under no circumstances will Creditor attempt in any manner, directly or indirectly, to discover or reverse engineer any confidential and proprietary criteria developed or used by Collector.

18. Non-Solicit Clause. During the term of this agreement and for a period of 1 year subsequent to the termination of this agreement, neither party shall (i). solicit, or encourage any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit, any employee of the opposing party or any of its subsidiaries to leave the employ of the opposing party or any of its subsidiaries, (ii) solicit for employment, hire or engage as an independent contractor, or permit any organization directly or indirectly controlled by its management, Board, or shareholders, to solicit for employment, hire or engage as an independent contractor, any person who was employed by the opposing party or any of its subsidiaries at any time during the term of the Employee's employment with the other party or any of its subsidiaries; provided, that this clause shall not apply to any individual whose employment with the opposing party or any of its subsidiaries has been terminated for a period of one year or longer.

19. Waiver. Either party may at any time waive compliance by the other with any covenant or condition contained in this Agreement, but only by written instrument signed by the party waiving such compliance. No such waiver, however, shall be deemed to constitute the waiver of any such covenant or condition in any other circumstance or the waiver of any other covenant or condition.

20. Successors and Assigns. This Agreement will be binding upon and will inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assignees. This Agreement may not be assigned, transferred, shared or divided in whole or in part by Creditor without prior written consent; such consent shall not be unreasonably withheld.

21. Excusable Delays. Neither party shall be liable for any delay or failure in its performance under this Agreement (other than for payment obligations hereunder) if and to the extent that such delay or failure is caused by events beyond the reasonable control of the party including, without limitation, acts of God or public enemies, labor disputes, equipment malfunctions, computer downtime, software defects, material or component shortages, supplier failures, embargoes, rationing, acts of local, state or national governments or public agencies, utility or communication failures or delays, fire, earthquakes, flood, epidemics, riots and strikes.

22. Dispute Resolution. With the exception of any action taken under paragraphs 1, 3, and 4 or any alleged violation of paragraph 15, 16 and 20 of this Agreement, the parties will resolve any dispute arising out of or relating to this Agreement in a binding arbitration conducted under the auspices of the American Arbitration Association. Disputes arising out of or resulting from actions taken under paragraphs 1, 3, and 4 or 15, 16 and 20 may be resolved informally by the parties through the courts.

23. Continuance of Business. In the event that Creditor's business is sold, it is the Creditor's obligation to notify Collector, in writing, within 72 business hours of the effective date of the transaction.

24. Notifications. Creditor and Collector agree that any notifications to the other as it pertains to this Agreement shall be sent to the following contacts.

City of Salem, Missouri	ONLINE Information Services, Inc.
Attn:	J.W. Blair, President
400 N Iron	P.O. Box 1489
Salem, MO 65560	Winterville, NC 28590

25. Severability. This Agreement shall be deemed to be severable and, if any provision is determined to be void or unenforceable, then that provision will be deemed severed and the remainder of the Agreement will remain in effect.

26. TERMINATION OF AGREEMENT.

A. This Agreement is for a period of one year, and will automatically renew itself each year thereafter unless either party notifies the other in writing at least 60 days prior to the expiration of said Agreement. Following the first anniversary this Agreement may be terminated by either party with a sixty-day written notice.

B. Notwithstanding the foregoing, if Creditor is delinquent in the payment of charges, violates applicable law or violates a material term of this Agreement, Collector may, at its election, discontinue providing the Services to Creditor and terminate this Agreement immediately by written notice to the Creditor.

C. Notwithstanding anything to the contrary in this Agreement, if the continued provision of the Services or any affected component thereof becomes impossible, impractical, or undesirable due

to a change in applicable federal, state, or local laws or regulations, as determined by Collector in its reasonable judgment, Collector may either (a) cease to provide the Services or any affected component thereof within, or pertaining to persons residing within, the affected jurisdiction, or (b) establish new prices which apply to Collector's Services or any affected component thereof when provided or delivered within, or pertaining to persons residing within, the affected jurisdiction, which prices will be reasonably calculated to cover the costs incurred by Collector in complying with the applicable laws or regulations and will become effective on the date specified in such notice unless Creditor objects in writing, in which case Collector may exercise its rights under clause (1) above. Collector will attempt to provide written notice of its actions as far in advance of the effective date as reasonably possible under the circumstances.

D. No Damages or Indemnification for Termination. Neither party shall be liable to the other party for any costs or damages of any kind, including direct, special, exemplary, punitive, indirect, incidental or consequential damages, or for indemnification, solely on account of the lawful termination of this Agreement, even if informed of the possibility of such damages.

27. Contract in Entirety; Law. This Agreement sets forth the entire understanding and agreement between Collector and Creditor concerning the Services, and supersedes any prior or contemporaneous oral or written agreements or representations. It may be modified only by a written amendment executed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of North Carolina.

28. Effective Date. This Agreement is effective upon execution.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement on the date indicated below.

	City of Salem, Missouri	ONLINE Information Services, Inc.

Exhibit “A”

All furnishers of information to consumer reporting agencies must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau’s website, www.consumerfinance.gov/learnmore.

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. § 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is available at the website of the Consumer Financial Protection Bureau (CFPB): www.consumerfinance.gov/learnmore. A list of the sections of the FCRA cross-referenced to the U.S. Code is at the end of this document. Section 623 imposes the following duties upon furnishers:

Accuracy Guidelines

The FCRA requires furnishers to comply with federal guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. Federal regulations and guidelines are available at www.consumerfinance.gov/learnmore. Section 623(e).

General Prohibition on Reporting Inaccurate Information

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

Duty to Correct and Update Information

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

Duties After Notice of Dispute from Consumer

If a consumer notifies a furnisher, at an address specified by the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a)(3).

Furnishers must comply with federal regulations that identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Under these regulations, furnishers must complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a “credit repair organization.” Section 623(a)(8). Federal regulations are available at www.consumerfinance.gov/learnmore. Section 623(a)(8).

Duties After Notice of Dispute from Consumer Reporting Agency

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

- Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
- Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Sections 623(b)(1)(C) and (b)(1)(D).
- Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
- Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

Duty to Report Voluntary Closing of Credit Accounts

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnished information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

Duty to Report Dates of Delinquencies

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt Collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the Creditor. If the Creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

Duties of Financial Institutions When Reporting Negative Information

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The CFPB has prescribed model disclosures, 12 CFR Part 1022, App. B.

Duties When Furnishing Medical Information

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

Duties when ID Theft Occurs

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each CRA of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the

furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602 15 U.S.C. 1681 Section 615 15 U.S.C. 1681m

Section 603 15 U.S.C. 1681a Section 616 15 U.S.C. 1681n

Section 604 15 U.S.C. 1681b Section 617 15 U.S.C. 1681o

Section 605 15 U.S.C. 1681c Section 618 15 U.S.C. 1681p

Section 605A 15 U.S.C. 1681c-A Section 619 15 U.S.C. 1681q

Section 605B 15 U.S.C. 1681c-B Section 620 15 U.S.C. 1681r

Section 606 15 U.S.C. 1681d Section 621 15 U.S.C. 1681s

Section 607 15 U.S.C. 1681e Section 622 15 U.S.C. 1681s-1

Section 608 15 U.S.C. 1681f Section 623 15 U.S.C. 1681s-2

Section 609 15 U.S.C. 1681g Section 624 15 U.S.C. 1681t

Section 610 15 U.S.C. 1681h Section 625 15 U.S.C. 1681u

Section 611 15 U.S.C. 1681i Section 626 15 U.S.C. 1681v

Section 612 15 U.S.C. 1681j Section 627 15 U.S.C. 1681w

Section 613 15 U.S.C. 1681k Section 628 15 U.S.C. 1681x

Section 614 15 U.S.C. 1681l Section 629 15 U.S.C. 1681y

Staff Summary Report

MEETING DATE:	January 11, 2024
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	Servline Bill Protection Program
ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Approval of Level of Participation in the ServLine (Bill Protection) Program
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

This program covers large Water/Sewer Bills for the customer which are the result of a water line leak on the home/building owner's side of the line.

The ServLine Program offers coverage for large water/sewer bills that are the result of line leaks and breakages on the homeowner's side of the meter. Participation may be optional or mandatory (must be decided prior to contract development) and the premium is collected through the City as an additional charge on utility bills. Similar to how billing for trash service is done.

This program offers protection for residents from having large bills to pay that are likely to end up on a contract. It also protects the City as there will not be as many outstanding contracts and bills due to line leaks.

Some quick calculations:

If the \$1,000 limit of protection is chosen for a residence and let's assume it is mandatory so there is a 10% discount (\$1.80/month). At this rate it will take a person 46 years to pay in an equivalent amount to the \$1,000 in coverage

$$\$1.80 \times 12 \text{ months} = \$21.60/\text{year} \times 46 \text{ years} = \$993.60$$

If the \$2,500 limit of protection is chosen for a residence and let's assume it is mandatory so there is a 10% discount (\$2.12/month). At this rate it will take a person 98 years to pay in an equivalent amount to the \$2,500 in coverage

$$\$2.12 \times 12 \text{ months} = \$25.44/\text{year} \times 98 \text{ years} = \$2,493.12$$

There is one claim per year (12-month period) with a max of \$2,500 per occurrence for bill protection.

There are two questions to be addressed before we move to a contract:

1. Should the coverage be mandatory?
 - a. Yes, all water/sewer customers have coverage regardless of income or age of building, and there is a 10% discount for the cost to customers.
 - b. No, customers will have the option of contacting the Utility office to "opt out" of the program and would not have the additional cost on their utility bill. This potentially leaves our lowest income residents without coverage and at risk of incurring higher cost, long-term contracts to pay off and causes collections of

utility charges to be drawn out, in some instances for multiple years, through these contracts.

2. What level of coverage should be offered (see tables below for coverages and costs):
 - a. \$500.00
 - b. \$1,000.00
 - c. \$2,500.00

Limit of Protection (Per Claim) WATER ONLY		Residential Rate	Commercial Rate Single Occupancy	Commercial Rate Multiple Occupancy	Master Metered Habitational (Residential)
\$500		\$1.75	\$4.70	\$9.40	\$2.50 per unit
\$1,000		\$2.00	\$5.60	\$11.20	\$2.50 per unit
\$2,500		\$2.35	\$6.50	\$13.00	\$2.50 per unit

Limit of Protection (Per Claim) SEWER	Residential Rate	Commercial Rate Single Occupancy	Commercial Rate Multiple Occupancy	Master Metered Habitational (Residential)
\$500	\$1.75	\$4.70	\$9.40	\$2.50 per unit
\$1,000	\$2.00	\$5.60	\$11.20	\$2.50 per unit
\$2,500	\$2.35	\$6.50	\$13.00	\$2.50 per unit

**All prices shown are discounted by 10% if coverage is mandatory

The Utility Committee reviewed and discussed this program during their December 13, 2023, meeting and recommend to the Board of Aldermen participating in the ServLine Program at the \$1,000 coverage level for both water and sewer and to not make participation mandatory. This will result in an additional \$3.60/month on all residential and commercial utility bills. This is an "Opt-out" program. This means the charges would be added to all accounts and the customer would need to contact the Utility Office to cancel their participation.

A contract will follow once the mandatory/not and coverage levels are determined and relayed back to HomeServe.

PROCUREMENT

N/A

FISCAL IMPACTS

Would reduce the number of contracts and past-due bills owed to City Utilities by covering excess bill amounts due to line leaks. Net result to the city would be a faster collection of the water/sewer costs and keeping the revenue in the budget year the costs were incurred.

SUPPORT DOCUMENTS:

ServLine Brochure
 ServLine Leak Protection Presentation
 ServLine Claims Process
 ServLine Staff Report
 ServLine Proposal

UTILITY COMMITTEE'S RECOMMENDED MOTION: Move approval of non-mandatory coverage of \$1,000 per occurrence for both water and sewer bills due to leaks through the ServLine Program per the Utility Committee's recommendation.



Offering utilities and their customers ongoing protection from the high costs of customer water leaks



Overview

Aging infrastructure is causing more and more water leaks each year. Customer water leaks can negatively impact utility budgets, efficiency and customer perception. When a customer receives an abnormally high water bill resulting from a leaking pipe or fixture, the utility is not responsible but, in many cases, will partially adjust the bill. However, the portion the resident must cover can still be beyond their means, leaving them with a long payment plan and a feeling of dissatisfaction with the water utility.

The ServLine Leak Protection Program is a win-win for water utilities and their customers. Designed to protect all qualifying customers from this potentially costly expense, ServLine also helps water utilities recapture lost revenue and bad debt associated with customer water leaks. Additionally, the program unburdens the utility from the stress, effort and time involved in the administration of the leak adjustment process.

An affiliate partner of the National Rural Water Association and numerous State Rural Water Associations, ServLine helps utilities lower costs while enhancing customer peace of mind and satisfaction.

Serving your local community



HomeServe has:



900+
Partners



4 Million+
Customers



7 Million+
Service Contracts



1.3 Million
Repairs performed
in the past three years



\$454 Million
in repair costs saved by
customers in the past
three years

www.servline.com



Frequently Asked Questions

Who else offers this type of program?

Currently ServLine is the only company in the country offering this as an insurance-backed program that is vetted and partnered with the National Rural Water Association and multiple state associations. The program has paid 100% of claims that have met the utility's leak guidelines.

Why is this an opt-out program?

There was concern that a portion of the customer base would miss the notice information, so an opt-out approach prevents those customers from "falling through the cracks" and facing an unexpected and expensive charge.

Will this cause more work for utility staff?

Once implemented, the program will simplify the utility staff's workload and should decrease the amount of time and effort spent on leak adjustments. There is setup and training that takes place during the launch process. However, a ServLine team personally guides the staff through this process and will continue to be a resource to the utility staff after launch.

How do customers respond to the program?

Across the nation, we have over a 96% participation rate because most customers appreciate the robust benefit and peace of mind it provides for a small charge.

"I was, at first, skeptical about the monthly cost and wisdom of purchasing ServLine. Then I had one of those unfortunate incidents of corrosion eating through a fitting just downline of my meter. As soon as I received the first high water bill, I located the leak and repaired it. The claim process was as expected as to required information, and payment was fast. I have had several of these water line breaks over the years in various places. I believe ServLine is a great answer to cost containment for water loss beyond my control."

Castalian Springs-Bethpage
Water Utility Customer



Make a Difference in Your Community

To learn more about the ServLine Leak Protection Program, visit www.servline.com or call **866-974-4801**.

Quick Facts

The ServLine Leak Protection Program provides numerous benefits to utilities and their customers.

Benefits to customers:

Financial Protection

- Up to \$2,500 in protection from excess water bill
- No deductible

Better Experience

- Seamless processing of claims
- Staff to ensure customer satisfaction

Increased Awareness

- Materials sent to residents about responsibility
- Questions answered by ServLine
- Peace of mind that unexpected expenses will be fully covered

Benefits to utilities:

Costs

- Customers' excess bills get paid up to \$2,500 by ServLine
- Utility recaptures lost revenue from adjustments and bad debts

Administration

- Staff workload is reduced and becomes simplified and consistent

Customer Satisfaction

- Public relations improved
- Greater satisfaction with utility

About

HomeServe is a leading provider of repair service programs with over 4 million customers in North America and over 900 municipal and utility partners. HomeServe, an A+ Better Business Bureau-rated company, is dedicated to providing best-in-class services and an exceptional customer experience.



Insurance for the ServLine program is issued to utilities and placed through HomeServe USA Repair Management Corp. (HSRM), a licensed insurance agency. In California, HSRM does business as HomeServe NA Insurance Services (California License # 0F79326). ServLine® is a registered trademark of HomeServe.




A UNIQUE SOLUTION TO A COMMON PROBLEM:



SERVLINE LEAK PROTECTION PROGRAM


By HomeServe

1



EPA FINDINGS ON RESIDENTIAL CUSTOMER WATER LEAKS

- Lost water on the residential side *alone* is estimated at approximately 1.3 trillion gallons of water per year on average
- EPA is encouraging utilities to implement water loss control programs
- 880,000 miles of aging pipes have been in service for decades, and are only getting older
- Approximately 237,600 breaks per year on average
- EPA is now urging utilities to make aging infrastructure and line repairs a priority



2



LEAKS CAN HURT THE CUSTOMERS AND THE UTILITY

Every Utility has a leak adjustment policy.
- Even if it's to make the customer pay in full. -

- Unexpected cost & inconvenience – many customers can't afford
- Customers often look to City/Utility for guidance and help – leads to stressful phone calls to utility staff
- Frustration can lead to public relations difficulties – the blame game
- Utility often forced into a bank role – keeping track of who owes, how much, and creating payment plans
- Possible bad debt for your utility
- Time - Utility staff and often board members or elected officials

Want to find a solution without adding stress or financial responsibility to the utility?

3



A BETTER WAY: LEAK PROTECTION PROGRAM

We pay high water and sewer bills caused by customer leaks.

- Customer's excess water bills get paid
- Utility recaptures lost revenue from adjustments and bad debts
- Staff workload is reduced, becomes simplified, and consistent
- Public Relations are improved
- Community has peace of mind and is financially stronger
- Works in separately, but in conjunction with optional line protection program

WE HELP UTILITIES PROTECT THEIR CUSTOMERS AND THEMSELVES BY INSURING THEIR LEAK ADJUSTMENT POLICY

4




LEAK PROTECTION: HOW IT WORKS


- Customizable Rate, Policy & Guidelines based on what best fits your needs
- Residential & small Commercial protections available – Utility sets limit
 - Choose from \$500, \$1,000 or \$2,500 (covers 2 consecutive billing cycles every 12 months)
- Customer continues to pay standard bill & Utility is reimbursed for overages
 - Utility is the insured, customer is a participant
- Educational material sent out prior to program implementation
 - Insert in bill, plus optional additional materials to get the word out
- Potential for additional revenue stream
- Leak coverage is included in water bill, Utility chooses how
 - Include program cost into the base water/sewer rate, making it mandatory for all customers
 - * This option offers a small discount on rates
 - List program cost as a separate line item
 - * Discount available when combining water & sewer
 - * This allows homeowners to opt out at no cost over the first year



5




WHY ENROLL IN LEAK PROTECTION?




EXPERIENCE

7 years proven track record
of customer & utility
satisfaction



REPUTATION

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PARTNERSHIPS


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“It has been a win/win for our customers and the utility. It has saved both the utility and customers thousands of dollars. The process has been easy and efficient with claims being handled promptly.”

“The program provides great savings of both money and time dealing with leak adjustments, as well as providing greater benefit to our customers. It's a win/win!”

“It has already been a blessing even during the very first month being on board! Our first month with the program was the worst on record for leaks in a month. After only one paid premium, customers have gotten hundreds of dollars in help. They are very quick to respond to a customers request and even faster in sending payment. Also, everyone from the program has been very friendly and helpful.”


6



For more information contact...

Emilie Zalfini
Director, Southern Region Water Team
724-749-1060
Emilie.Zalfini@HomeServeUSA.com

Or go to: servline.com



SERVLINE LEAK PROTECTION PROGRAM
By HomeServe

SAVING WATER, HELPING PEOPLE.

CLAIMS PROCESS



ServLine offers both leak protection and line protection. The claims process for each is simple and straightforward and depicted in the charts below.

LEAK PROTECTION



LINE PROTECTION



For more info visit
www.servline.com

Insurance for the ServLine program is issued to utilities and placed through HomeServe USA Repair Management Corp. (HSRM), a licensed insurance agency. In California, HSRM does business as HomeServe NA Insurance Services (California License # 0F79326). ServLine® is a registered trademark of HomeServe.

RECOMMENDATION: It is recommended that Council authorize their designee to implement the ServLine Leak Protection Program by HomeServe with optional Service Line Protection Plans.

BACKGROUND: ServLine by HomeServe is endorsed by the National Rural Water Association and is designed to help cover the excess cost of customers' high water and/or sewer bills due to a leak. This program will help Salem to achieve its goals by:

- Providing homeowners with affordable protection to cover the cost of a high water and/or sewer bill caused by a leak within their home or service line responsibility.
- Allowing the utility to customize and set coverage options and details for customers.
- Helping the utility to recoup financial losses or bad debts due to water loss, while avoiding the administration of payment plans.
- Providing standardized protection for high water/sewer bills, which can help to avoid unexpected expenses and assist with the auditing process because it provides a similar expectation year after year.
- Saving staff from stress, effort, and time involved in speaking with customers looking for help with high water bills.
- Providing exemplary service on a recorded phone line that ensures a positive customer experience and reflects positively on the utility.

COVERAGE: The standard policy option of ServLine by HomeServe provides:

- Benefit Frequency: 1 claim/12 months, covering 2 consecutive billing cycles.
- Benefit Qualifier: To qualify for an adjustment, the leak must cause the customers' bill to be at least 2x the average.
- Standard Covered Benefits: Leaks on customers' lateral lines and in-home plumbing. Dripping/leaking faucets, running toilets/commodores, water heaters.
- Utility Sets Protection Limit: choose from \$500, \$1000, or \$2500 per claim.
- Utility Decides Coverage details.
- Utility can offer Water Coverage alone or Water and Sewer.
- Both Residential and Commercial coverage available.

PRICING AND OPTIONS:

Limit of Protection (Per Claim) WATER ONLY	Residential Rate	Commercial Rate Single Occupancy	Commercial Rate Multiple Occupancy	Master Metered Habitational (Residential)
\$500	\$1.75	\$4.70	\$9.40	\$2.50 per unit
\$1,000	\$2.00	\$5.60	\$11.20	\$2.50 per unit
\$2,500	\$2.35	\$6.50	\$13.00	\$2.50 per unit

Limit of Protection (Per Claim) SEWER	Residential Rate	Commercial Rate Single Occupancy	Commercial Rate Multiple Occupancy	Master Metered Habitational (Residential)
\$500	\$1.75	\$4.70	\$9.40	\$2.50 per unit
\$1,000	\$2.00	\$5.60	\$11.20	\$2.50 per unit
\$2,500	\$2.35	\$6.50	\$13.00	\$2.50 per unit

****All prices shown are discounted by 10% if coverage is mandatory**

IMPLEMENTATION: Utility selects coverage details, limits, and effective date. A “training” call is held with City/Utility staff. ServLine provides notice via bill inserts at least 30-60 days prior to program launch.

Unless made mandatory, customers can cancel coverage prior to start or at any time after. Customers who cancel within the first 12 months and haven’t filed a claim can request a refund of any premiums paid.

ServLine staff helps to setup program billing as line item (or incorporate into base rate if mandatory) on customers’ water/sewer bill. Monthly reporting is done to ensure correct customer coverage.

ServLine handles claims calls, claims process, customer service, and payments. Customer shows proof of repair, and ServLine reimburses the utility up to the covered amount for anything over the customer’s monthly average bill, usually within 10-20 days. The utility credits the customer’s bill back to the monthly average without financial loss.

FINANCIAL IMPACT: No cost to the utility to participate. ServLine covers any additional expenses, like postage. The utility can add additional administrative fees to rates to include supplemental revenue.

The utility is no longer at risk of lost revenue or bad debt if a customer experiences a leak.



PROPOSAL

SERVLINE UTILITIES PROTECTION

We pay for high water bills caused by customer leaks

HOMESERVE USA
7134 Lee Highway, Chattanooga, TN 37421
1 (866) 974-4801, info@servline.com, www.servline.com

Prepared For

CITY OF SALEM

400 N Iron
Salem, MO 65560

Proposal Issued: November 14, 2023

Proposal Valid:
30 Days from Issue Date

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company. Insurance for the ServLine program is issued to utilities and placed through HomeServe Insurance Agency Corp., a licensed Insurance agency. ServLine is a registered trademark.

EXECUTIVE SUMMARY – UTILITY & COMMUNITY PROTECTION

CITY OF SALEM

We understand that you are tirelessly working to improve and supply the best overall product while also often thanklessly striving to offer excellent customer service.

DESPITE ALL YOUR EFFORT – CUSTOMER LEAKS STILL CAUSE

- Financial Strain
 - Administrative *and* Customer Burden
 - Issues to Undermine Public Perception
-

MEET SERVLIN BY HOMESERVE

ServLine is a full-service customer leak solution. We pay for high water bills caused by customer leaks by insuring the Utility. More specifically, by insuring the Leak Protection Program and then administering it on your behalf.

- Financial Assistance
- Administrative Support & Customer Relief
- Public Relations Credibility



PROTECTION PLANS PRICING SNAPSHOT

LEAK PROTECTION PLANS PRICING

WATER LEAK PROTECTION

Limit	Residential	Commercial Single-Occupancy	Commercial Multiple-Occupancy
\$500	\$ 1.75	\$ 4.70	\$ 9.40
\$1,000	\$ 2.00	\$ 5.60	\$ 11.20
\$2,500	\$ 2.35	\$ 6.50	\$ 13.00

SEWER LEAK PROTECTION

Limit	Residential	Commercial Single-Occupancy	Commercial Multiple-Occupancy
\$500	\$ 1.75	\$ 4.70	\$ 9.40
\$1,000	\$ 2.00	\$ 5.60	\$ 11.20
\$2,500	\$ 2.35	\$ 6.50	\$ 13.00

PROGRAM COMPARISON SIDE BY SIDE – LAP & LPP

COMPARISON TERMS

- LAP: Leak Adjustment Policy
- LPP: Leak Protection Program
- Frequency: Determined by the number of times an adjustment can be filed in a given time
- Qualifications: Determined by whether or not there is a limit that must be met prior to allowing for an adjustment
- Benefits are reflective of your current Leak Adjustment Policy & data
- Benefits are determined by how customer leaks are being adjusted. Unprovided benefits will not be covered

CITY OF SALEM - CURRENT LAP

BENEFIT FREQUENCY

No Written Leak Adjustment Policy
No Billing Cycle Allowance Stated

BENEFIT QUALIFIER

No Written Leak Adjustment Policy

ADDITIONAL COVERED BENEFITS

No Benefit Exceptions

SERVLINE LEAK PROTECTION PROGRAM (LPP)

BENEFIT FREQUENCY

1 Occurrence/ 12-month
2 Consecutive billing cycles allowed per occurrence
Ex. 1 billing cycle (month bill), 2 billing cycles (months)

BENEFIT QUALIFIER

2X Average Bill

ADDITIONAL COVERED BENEFITS

Dripping/ Leaking Faucets
Running Toilets/ Commodes
Water Heaters



PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY (LPP)

CITY OF SALEM

PROPOSED SAMPLE LEAK PROTECTION PROGRAM POLICY

City of Salem is changing our Leak Adjustment Policy effective DATE 1, 2023.

The following are qualifications for leak adjustments for the City of Salem:

1. It is the customer's responsibility to keep their plumbing system in good working order.
2. No customer shall receive more than one (1) leak adjustment that could incorporate a maximum of two (2) billing cycles during any twelve (12) month period.
3. To qualify for a leak adjustment, the eligible plumbing leak must generate a minimum additional charge of at least two (2) times the average of the past twelve (12) months' bills.
4. Adjustments on water bills will NOT be made on the following:
 - a. Residential Customers who do not have their own water meter.
 - b. *Commercial or Industrial Customers. (OPTIONAL)*
 - c. Premises left or abandoned without reasonable care for the plumbing system.
 - d. Leaks on irrigation systems or irrigation lines, leaks in water features such as fountains, etc., leaks on any water lines coming off the primary water service line, plumbing leaks in any structure other than the primary residence.
 - e. Negligent acts such as leaving water running.
 - f. Excess water charges not directly resulting from a qualifying plumbing leak.
 - g. Filling of swimming pools or leaks in swimming pools.
 - h. Watering of lawns or gardens.
 - i. *Master-metered multi-habitational accounts. (OPTIONAL)*
5. In the event of a qualifying leak adjustment, the customer will be responsible for paying their average bill. The average bill will be calculated using the previous twelve (12) months' bills, excluding the high bills pertaining to the qualifying leak. The leak adjustment amount will be reimbursed up to City of Salem's chosen protection limit less the customer's average bill.
6. The City of Salem shall not be obligated to make adjustments of any bills not submitted for adjustment within ninety (90) days from the billing date.
7. Customers must present proof that a leak has been repaired before an adjustment will be made. (i.e. copy of invoice for materials or bill from plumber)
8. In any case where a customer might incur a leak before there is three (3) months of average usage, an adjustment will not be made until they have established three (3) months of average usage.
9. Any enrolled customer may decline to participate in our ServLine Leak Protection Program by calling Phone Number. Any customer declining to participate in the program will be responsible for the full amount of their water bill with no adjustments being made. Our new City of Salem ServLine Program is the only way qualifying leak adjustments will be made for leaks occurring after DATE 1, 2023.





LEAK PROTECTION PROGRAM

Imagine what you could do if you were paid for every customer's high water bill – and no longer had to manage their frustration over having to pay for it.



WATER LEAK PROTECTION

Limit of Protection	Residential Monthly Rate	Commercial Monthly Rate Single-Occupancy	Commercial Monthly Rate Multiple-Occupancy
\$500 (Per Occurrence)	\$ 1.75	\$ 4.70	\$ 9.40
\$1,000 (Per Occurrence)	\$ 2.00	\$ 5.60	\$ 11.20
\$2,500 (Per Occurrence)	\$ 2.35	\$ 6.50	\$ 13.00

Deductible	Waived
Reporting Conditions	Customer Schedule
Reporting & Adjustment Period	Monthly

Special Terms and Conditions

- Coverage will be designed to reflect City of Salem's Leak Protection Guidelines and eligibility established with ServLine.
- Master Metered Habitational (Residential Only) \$2.50 per unit
 - Limit Applies to Property Only and does not apply to units directly.
- Charges will be applied to the customers' utility bill.
- Limit of protection to be selected by the Utility.

Note: Discount on rates if the above coverages are offered by electing to include in your base rate rather than on the utility bill.



SEWER LEAK PROTECTION

Limit of Protection	Residential Monthly Rate	Commercial Monthly Rate Single-Occupancy	Commercial Monthly Rate Multiple-Occupancy
\$500 (Per Occurrence)	\$ 1.75	\$ 4.70	\$ 9.40
\$1,000 (Per Occurrence)	\$ 2.00	\$ 5.60	\$ 11.20
\$2,500 (Per Occurrence)	\$ 2.35	\$ 6.50	\$ 13.00

Deductible	Waived
Reporting Conditions	Customer Schedule
Reporting & Adjustment Period	Monthly

Special Terms and Conditions

- Coverage will be designed to reflect City of Salem's Leak Protection Guidelines and eligibility established with ServLine.
- Master Metered Habitational (Residential Only) \$2.50 per unit
 - Limit Applies to Property Only and does not apply to units directly.
- Charges will be applied to the customers' utility bill.
- Limit of protection to be selected by the Utility.

Note: Discount on rates if the above coverages are offered by electing to include in your base rate rather than on the utility bill.





APPENDIX



LEAK PROTECTION PROGRAM DEFINITIONS

- **Water Leak Protection**

Water Leak Protection covers excess water bills caused by a qualifying leak on the customer's side of the meter/point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.

- **Sewer Leak Protection**

Sewer Leak Protection covers excess sewer bills in the event of a qualifying leak at the customer's point of responsibility. Developed in cooperation with ServLine and set according to the Utility's newly established Leak Protection Guidelines.

- **Residential**

Residential is defined as 2" meters or less with a single residential unit occupied as a residency. A qualifying unit must have a single meter to which it can be accounted for independently.

- **Commercial**

Commercial is defined as 2" meters or less with business or agricultural occupancy excluding master-metered habitational. A qualifying unit must have a single meter to which it can be accounted for independently.

Single Occupancy - Building has one business occupying space.

Multiple Occupancy - Building has more than one business occupying space.

- **Master-Metered Habitational**

Multi-Unit residential property with a master-meter measuring usage for all units.

- **Farms**

Residential Farm: Any farm that is a hobby or that does not derive additional income. There is no Agriculture meter or separate metered structures on the property and meets residential definition of the insurance company.

Commercial Farm: Any Farm that has an Agriculture meter/meter that services barns, cattle troughs, or other structures. Any Farm who derives income from the activities of the farm.

- **Rates w/ Data**

The rates furnished in this Proposal are determined by the data you have provided. It is mutually understood that the data produced, along with your explanation of how to interpret what is included in your data is done so in good faith and is complete and true to the best of your knowledge. All other factors have been determined in partnership with ServLine.

- **Leak Protection Program**

The ServLine Leak Protection Program enhances your current Leak Adjustment Policy and acts as a superseding document which will overlay your existing policy with the given enhancements. All qualifying customer leaks would adhere first to your ServLine Leak Protection Program and then would be addressed by your existing Leak Adjustment Policy. As a recommendation - Your Leak Adjustment Policy would be updated to address unqualifying leaks rather than qualifying customers who choose to decline protection.



SUMMARY FOR LEAK PROTECTION PROGRAM

BILLING

Agency

Monthly Reporting

PROJECT SCOPE & PROCESS

- Approval of ServLine
- Program Implementation
- Utility Staff Training
- Announcement Materials
- Setup and Integration
- ServLine Administers Leak Protection Program
- ServLine Handles Claims, Payments and Customer Service

TERMS AND CONDITIONS

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverage and exclusions.

Average claims payment is between 10 - 20 Days.

Claims volume is due to change with seasons or other unforeseen events.

Pricing does not include taxes.

Reports & Premium due by the 15th of the month following a reporting period.

Example: Participating customers for month of January would be due no later than February 15th.

Premium payments include all participating customers and are not dependent on customer payment to the utility nor pending claims payments.

*This quote is valid for thirty (30) days from the date of this letter.
All rates are per participating customer per month.*

THANK YOU

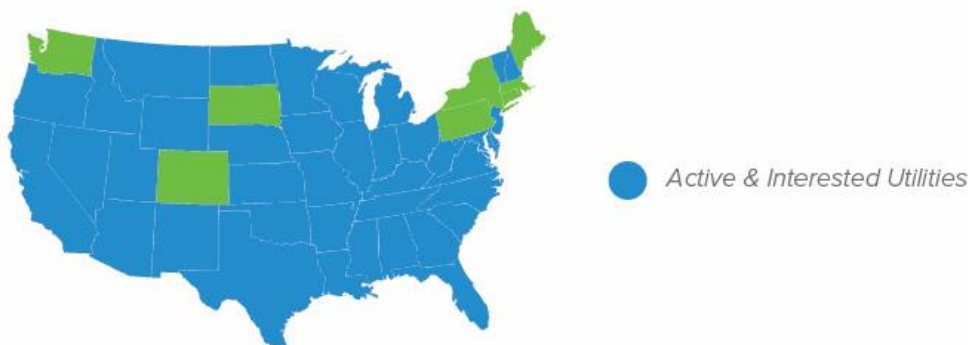
Thank you for your interest in becoming a valuable client of ServLine. We exist to make your Utility stronger and help you achieve your goals. One of our chief goals is to serve you and to earn the privilege of being one of your favorite service providers. The ServLine team is always looking to establish long-term meaningful relationships with the opportunity to serve your Utility and your customers with integrity and excellence.

DISCLAIMER

This proposal shows the premiums for the general coverage described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company.

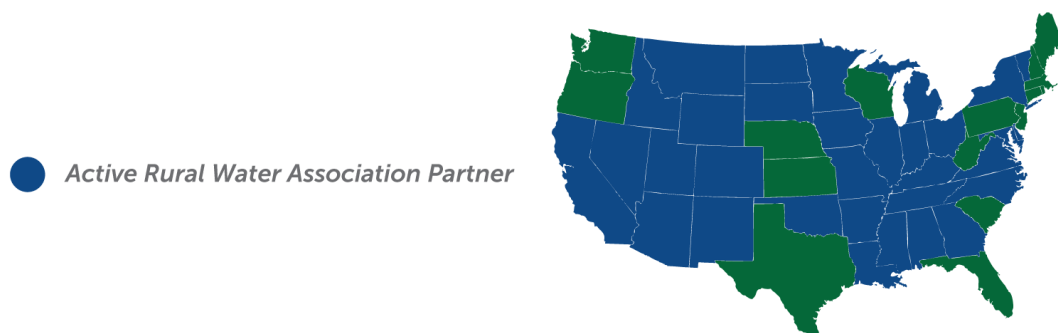


CLIENTS & PARTNERS



ASSOCIATION PARTNERS INCLUDE

National Rural Water Association (NRWA), Tennessee Association of Utility Districts (TAUD), Georgia Rural Water Association (GRWA), North Carolina Rural Water Association (NCRWA), Alabama Rural Water Association (ARWA), Alliance of Indiana Rural Water Association (AIRWA), Illinois Rural Water Association (IRWA), Iowa Rural Water Association (IRWA), Rural Water Association of Arizona (RWAA), Arkansas Rural Water Association (ARWA), California Rural Water Association (CRWA), Michigan Rural Water Association (MRWA), Delaware Rural Water Association (DRWA), Kentucky Rural Water Association (KRWA), Maryland Rural Water Association (MRWA), New Mexico Rural Water Association (NMRWA), Mississippi Rural Water Association (MRWA), Ohio Rural Water Association (ORWA), Virginia Rural Water Association (VRWA), Rural Water Association of Utah (RWAU), Idaho Rural Water Association (IRWA), New York Rural Water Association (NYRWA), (Nevada Rural Water Association (NvRWA), Montana Rural Water Systems (MRWS), Louisiana Rural Water Association (LRWA).



INSURANCE PROVIDERS INCLUDE

Hanover Insurance Company, Virginia Surety Company, Inc.



THANK YOU



Staff Summary Report

MEETING DATE:	January 11, 2024
AGENDA ITEM:	Reading of Bills
AGENDA TITLE:	Bill No. 3581

ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Approval of Ordinance Amendment Changing the Definition of the Utility Committee
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The Utility Committee definition was established in 1980 and included the oversight of “street construction, maintenance and repair” in addition to utility specific functions.

As part of the ongoing effort to update City Codes, this section of code was put before the Utility Committee at their December meeting and they made a recommendation to the Board of Aldermen to amend the definition of their committee by striking the streets language.

PROCUREMENT

NA

FISCAL IMPACTS

NA

SUPPORT DOCUMENTS:	Bill No. 3581
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DEPARTMENT’S RECOMMENDED MOTION:	Move approval to amend Section 110.410 Mayor to Appoint Standing Committees, changing the Definition of the Utility Committee.
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BILL NO. 3581

ORDINANCE NO. 3581

AN ORDINANCE AMENDING THE UTILITY COMMITTEE DEFINITION FOR THE CITY OF SALEM, MISSOURI.

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

Section 1.

Section 110.410 of the Salem City Code shall be amended as follows:

The Mayor shall have the power to appoint the following committees which shall be standing committees: Finance, Utility, Community Involvement, and Capital Programs. Each committee shall consist of at least two (2) members of the Board of Aldermen, with one (1) such member named as its Chairman. The Mayor shall serve as ex officio member of each committee without the right to vote. Such committees shall serve the function of long-range planning for the City of Salem; budget preparation for Board approval; and such other duties as might be assigned to them by the Mayor or Board of Aldermen. Such committees shall have the power to call upon all City employees for information in their investigations and planning as well as from the private sector. The committees shall be appointed at a meeting following the annual municipal election and the members thereof shall serve for a term of one (1) year. Such committees shall be responsible for the following areas, which are not exclusive:

Finance:	Preparation of budget annually; audits; tax collection and levies; bond proposals; salaries and classification of City employees.
Utility:	Operation of all utility services; rate structures; street construction, maintenance and repair ; conservation programs; <u>and</u> long-range utility policy making.
Community Involvement:	The purpose of the committee will be to support organizations and/or events in our community that members will voluntarily assist with donation solicitation and activities. The intent is to support activities that benefit the community in a positive social or economic way.
Capital Improvement Programs:	Prepare all capital improvement programs for the City; Federal and State grant processing; downtown renovation programs; priority assessment of all capital improvement projects.

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 January 23, 2024.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND
APPROVED BY THE MAYOR, THIS 23rd DAY OF JANUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

Staff Summary Report

MEETING DATE:	January 11, 2024
AGENDA ITEM:	Reading of Bills
AGENDA TITLE:	Bill No. 3582

ACTION REQUESTED BY:	City Administrator
ACTION REQUESTED:	Amend the Utility Deposit Amounts
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The current Utility Deposit amounts were set in 2009 and no longer represent adequate amounts to cover last month's utility bills in most cases. Deposits today are counted on to cover last month's bill as well as serving to help recoup owed amounts when customers walk out on utility bills.

I recommend that we shift from a flat deposit amount that is the same for everyone to a 1/12 (one-twelfth) of the past year's utility bills for the new service address. This will make sure that the deposit collected reflects the actual utility usages for that location. While individual usage of utilities cannot be calculated in advance, the general condition of the home (insulation, windows, drafts, etc) will determine a large portion of the utility usage for that location.

For new construction for both residential and commercial locations an average of all accounts in the respective category, for the most recent one month would be used for the deposit amount. However new commercial accounts would exclude the top usage accounts as those are generally industrial usage of utilities and would skew the deposit amounts. New commercial accounts that would qualify for either the Large Industrial User Electrical rate or the Commercial Manufacturing Water rate would be determined using a monthly average for the most recent 12-month actual accounts in that category or rate users.

The attached ordinance shows the amendments as follows: ~~strike through~~ for proposed deleted language and underlined for proposed new language.

PROCUREMENT

N/A

FISCAL IMPACTS

Will result in a better recoupment of walk-out utility bills, therefore requiring less to be turned over to collections or becoming written-off bad debts.

SUPPORT DOCUMENTS:	Utility Deposit Ordinance
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DEPARTMENT'S RECOMMENDED MOTION:	Move approval of the utility deposit ordinance shifting from a flat deposit amount to an average of the past 12 months per service address.
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BILL NO. 3582

ORDINANCE NO. 3582

AN ORDINANCE AMENDING THE AMOUNTS OF UTILITY DEPOSITS FOR THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO MAINTAIN A FINANCIALLY HEALTHY UTILITY SYSTEM IT IS IMPORTANT TO PREVENT LOSS ON ACCOUNTS THAT ARE CLOSED OR DISCONNECTED BY ENSURING DEPOSITS TO OPEN NEW ACCOUNTS ADEQUATELY COVER POTENTIAL LOSSES; THEREFORE,

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

Section 1.

Section 700.030 Utility Deposits of the Salem City Code shall be amended as follows:

A. 1.

- Standard Residential and Commercial utility deposits shall be equal to the one-month average for the service address of the new account, based on the most recent 12 months of actual utility bills for that service address.
- New construction deposits that do not have a utility history shall be equal to the one-month average for all utility accounts in the appropriate classification (residential or commercial). For calculations of deposits for new commercial accounts the top usage accounts shall not be included in the calculation for determining the monthly average due to those being generally considered industrial in nature and would skew the amounts.
- New accounts that qualify for the Large Industrial User electric rate or the Commercial Manufacturing Water rate would be determined using a monthly average for the most recent 12-month actual accounts in that category or rate users.
- | | | |
|-----------------------------|-------|-------|
| Residential electric | _____ | \$125 |
| Residential water | _____ | \$ 50 |
| Commercial electric | _____ | \$150 |
| Commercial water | _____ | \$ 50 |
| • Multiple utility accounts | | \$500 |
| Sanitation | _____ | \$ 25 |

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 January 23, 2024.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND
APPROVED BY THE MAYOR, THIS 23rd DAY OF JANUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

AN ORDINANCE AMENDING PORTIONS OF THE HOUSING VIOLATIONS CODES FOR THE CITY OF SALEM, MISSOURI.

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

Section 1.

Section 520.920 of the Salem City Code shall be amended as follows:

City ~~Code~~ Building Inspector — Powers and Duties.

- A. The City ~~Code~~ Building Inspector is hereby authorized and directed to make inspections pursuant to one (1) or more of the plans for inspection authorized by Section **520.910** or in response to a complaint that an alleged violation of the provisions of this Chapter or of applicable rules or regulations pursuant thereto has been committed; or when the Board of Aldermen has valid reason to believe that a violation of this Chapter or any rules and regulations pursuant thereto has been committed.
- B. The City ~~Code~~ Building Inspector is hereby authorized to enter and inspect between the hours of 8:00 A.M. and 5:00 P.M. all dwellings, dwelling units and rooming houses, rooming units and dormitory rooms subject to the provisions of this Chapter for the purpose of determining whether there is compliance with its provisions.
- C. The City ~~Code~~ Building Inspector is hereby authorized to inspect the premises surrounding dwellings, dwelling units, rooming houses, rooming units and dormitory rooms subject to this Chapter for the purpose of determining whether there is compliance with its provisions.
- D. The City ~~Code~~ Building Inspector and the owner, occupant or other person in charge of a dwelling, dwelling unit, rooming unit, rooming house or dormitory room subject to this Chapter may agree to an inspection by appointment at a time other than the hours provided by this Section.
- E. The owner, occupant or other person in charge of a dwelling, dwelling unit, rooming unit, rooming house or dormitory room upon presentation by the City ~~Code~~ Building Inspector of proper identification, a copy of any relevant plan of inspection pursuant to which entry is sought, and a schedule of the specific areas and facilities to be inspected shall give the City ~~Code~~ Building Inspector entry and free access to every part of the dwelling, dwelling unit, rooming unit or dormitory room or to the premises surrounding any of these. Before making inspections within a contiguous area pursuant to a plan authorized in Section **520.910**, the City ~~Code~~ Building Inspector shall first consult with organization representative of property owners and other residents of such contiguous area, if any such organization exist.
- F. The City ~~Code~~ Building Inspector shall keep confidential all evidence not related to the purposes of this Chapter and any rules and regulations pursuant thereto which he/she may discover in the course of the inspection. Such evidence shall be considered privileged, and

shall not be admissible in any judicial proceeding without the consent of the owner, occupant or other person in charge of the dwelling unit or rooming unit so inspected.

- G. If any owner, occupant, or other person in charge of a dwelling, dwelling unit or rooming unit, or a multiple dwelling or rooming house subject to the provisions of Section **520.930** refuses, impedes, inhibits, interferes with, restricts, or obstructs entry and free access to every part of the structure or premises where inspection authorized by this Chapter is sought, the ~~City Code~~ Building Inspector may seek in a court of competent jurisdiction an order that such owner, occupant or other person in charge cease and desist with such interference.

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 January 23, 2024.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND
APPROVED BY THE MAYOR, THIS 23RD DAY OF JANUARY 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Tammy Koller
City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

Staff Summary Report

MEETING DATE:	January 11, 2024
AGENDA ITEM:	Reading of Bills
AGENDA TITLE:	Bill No. 3583 & Bill No. 3584

ACTION REQUESTED BY:	Sally Burbridge/Jarred Brown
ACTION REQUESTED:	Amend Codes Dealing with Housing Violations to Match Staffing Titles and to Concur with Other Sections of Code
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The current codes dealing with Housing Violations related to the notice and appeals process available to property owners were originally adopted in 1977. There were many inconsistencies related to the titles of staff that performed the various notices and administered the Housing Violation codes. The proposed four (2) recommended amendments to code will clean up both the references to staff titles.

PROCUREMENT

NA

FISCAL IMPACTS

NA

SUPPORT DOCUMENTS:	<ul style="list-style-type: none">• Ordinance # 3583 Section 520.920 City Building Inspector - Powers and Duties.• Ordinance # 3584 Section 520.950 Violations — Notice of Violation.
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DEPARTMENT'S RECOMMENDED MOTION: Move approval of Ordinance XX dealing with portions of the Housing Violations sections of Codes for the City of Salem.

BILL NO. 3584

ORDINANCE NO. 3584

AN ORDINANCE AMENDING PORTIONS OF THE HOUSING VIOLATIONS CODES FOR THE CITY OF SALEM, MISSOURI.

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

Section 1.

Section 520.970 of the Salem City Code shall be amended as follows:

Demolition.

- A. Any dwelling, dwelling unit or rooming unit shall be declared unfit for human habitation when, in the judgment of the City ~~Code~~ Building Inspector, it is so damaged, decayed, dilapidated, unsanitary, unsafe or vermin infested as to create a hazard to the health, safety and welfare of the occupants or of the public, and where the structure is determined by the City ~~Code~~ Building Inspector not to warrant repair.
- B. Any vacant building shall be declared unfit for human habitation, when its existence, in the judgment of the City ~~Code~~ Building Inspector, is detrimental to the public health, safety or welfare.
- C. The owner of any structure which has been determined unfit for human habitation, whether such structure is occupied or vacant, shall be given notice of this determination in the manner provided for service of notice in Section **520.950**, and shall be given a reasonable time, not to exceed ninety (90) days, to remove such structure.
- D. The owner of any dwelling, dwelling unit or rooming unit contained in any structure which has been determined unfit for human habitation and which has been vacated shall not cause or permit such vacated dwelling, dwelling unit or rooming unit to be reoccupied pending removal of the structure.
- E. Any owner aggrieved by the notice to demolish may within ten (10) days seek a ~~reconsideration~~ hearing of the matter in the manner hereinafter provided, and may seek a formal hearing in the manner provided in Section **520.960**.
- F. When the owner fails, neglects or refuses to remove the unfit structure within the requisite time, the City of Salem, Missouri may apply to a court of competent jurisdiction for a demolition order. The court may grant such order when no ~~reconsideration~~ or hearing on the matter is pending. The cost of such demolition shall create a debt in favor of this City of Salem, Missouri against such owner, and shall be recoverable in a civil action brought by this City which shall possess all the rights of a private creditor.
- G. All demolition, whether carried out by the owner or by the City of Salem, Missouri, shall include the filling in of the excavation remaining on the property on which the demolished structure was located in such manner as to eliminate all potential danger to the public health, safety or welfare arising from such excavation.

4. When the Board of ~~Aldermen Adjustment~~ determines to hold a hearing, it shall serve petitioner with notice of its decision in the manner provided for service of notice in Section **520.950**. Such notice shall be served within ten (10) days of the receipt of the petition.
5. At the hearing, the petitioner shall be given an opportunity to show cause why the notice or order should be modified or withdrawn, or why the period of time permitted for compliance should be extended.
6. The Board of ~~Aldermen Adjustment~~ shall have the power to affirm, modify or revoke the notice or order, and may grant an extension of time for the performance of any act required of not more than three (3) additional months, where the ~~City Zoning and Planning Commission~~ Board of Adjustment finds that there is practical difficulty or undue hardship connected with the performance of any act required by the provisions of this Chapter or by applicable rules or regulations issued pursuant thereto, and that such extensions are in harmony with the general purpose of this Chapter to secure the public health, safety and welfare.
7. The Board of ~~Aldermen Adjustment~~ may grant variances from the provisions of this Chapter or from applicable rules and regulations issued pursuant thereto when the Board of ~~Aldermen Adjustment~~ finds that there is practical difficulty or unnecessary hardship connected with the performance of any act required by this Chapter, that extension would not provide an appropriate remedy in the case at hand, and that such variance is in harmony with the general purpose of this Chapter to secure the public health, safety and welfare.

C.B. Appeals.

1. Any person aggrieved by the final decision of the Board of ~~Aldermen Adjustment~~ may obtain judicial review by filing in a court of competent jurisdiction within thirty (30) days of the announcement of such decision a petition praying that the decision be set aside in whole or in part. A copy of each petition so filed shall be forthwith transmitted to the Board of ~~Aldermen Adjustment~~ which shall file in court a record of the proceedings upon which it based its decision. Upon the filing of such record, the court shall affirm, modify, or vacate the decision complained of in whole or in part. The findings of the Board of ~~Aldermen Adjustment~~ with respect to questions of fact shall be sustained if supported by substantial evidence on the record, considered as a whole.

D.C. Emergencies.

1. Whenever in the judgment of the Board of ~~Aldermen Adjustment~~, City of Salem, Missouri an emergency exists which requires immediate action to protect the public health, safety or welfare, it may, without notice, conference or hearing, issue an order directing the owner, occupant, or other person in charge of the structure to which the provisions of this Chapter or applicable rules and regulations pursuant thereto apply to take such action as is necessary to correct or abate the emergency; or, if circumstances warrant, may itself act to abate or correct it.
2. The owner, occupant or other person in charge of such structure shall be granted a conference on the matter upon his/her request as soon as practicable, but such conference shall in no case stay the abatement of correction of such emergency.

Section 2.

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Section 3.

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