January 25, 2024 Board of Aldermen Meeting Packet



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 Seargent-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.

Tammy Koller	
City Koller	
APPROVED:	
Greg Parker	
Mayor	
ATTEST:	
Tammy Koller	
City Clerk	

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



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.

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

Seconded by 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 Alderwoman Sisco.

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

Mayor Parker adjourned the meeting at 6:04 p	.m.	
Tammy Koller City Koller		
APPROVED:	ATTEST:	
Greg Parker Mayor	Tammy Koller City Clerk	



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

MINUTES BOARD OF ALDERMEN MEETING 202 N. Washington January 11, 2024

Council Members present included Kyle Williams and John Whelan. Alderwoman Kala Sisco and Alderman Shawn Bolerjack were absent.

Mayor Greg Parker announced there would not be a meeting due to a lack of quorum.

Tammy Koller	
City Koller	
APPROVED:	
Greg Parker	
Mayor	
ATTECT.	
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.

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

orting Period: Nov 1, 20 County: Dent County: Dent County:	23 - Nov	30, 2023	
County: Dent Cou			
County: Dent Cou			
County, Dent Cot	unty	Circuit: 42	
r:			
ess:			
Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
0	38	23	
0	14	18	
0	0	0	
0	0	0	
0	0	0	
0	9	14	
0	1	3	
0	0	0	
0	3	1	
0	0	0	
0	13	18	
0	39	23	
0	0	0	
NG TICKETS			
1. # Issued during period			
		ing tickets	
Court staff does not process parking tick			
	Alcohol & Drug Related Traffic 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	Alcohol & Drug Related Traffic	

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

Excess Revenue (minor traffic and munici ordinance violations, subject to the excess	
percentage limitation)	
Fines - Excess Revenue	\$612.50
Clerk Fee - Excess Revenue	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00
Total Excess Revenue	\$612.50
Other Revenue (non-minor traffic and ordiviolations, not subject to the excess reven percentage limitation)	
Fines - Other	\$151.50
Clerk Fee - Other	\$0.00
Judicial Education Fund (JEF) 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
nmate 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

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.

Law Enf Arrest-Local	\$300.00
Total Other Disbursements	\$300.00
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$1,108.00
Bond Refunds	\$0.00
Total Disbursements	\$1,108.00

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

. COURT INFORMATION Mu	inicipality: CITY	OF SALE	// Report	ing Period: I	Nov 1, 20	23 - Nov 3	30, 2023	
Mailing Address: DENT COUNTY	COURTHOUSE	, SALEM,	MO 65560					
Physical Address: DENT COUNTY COURTHOUSE, SALEM, MO 65560				Co	County: Dent County			
Telephone Number: (573)729393	1		Fax Number:					
Prepared by: KRISTI CRAIG E-mail Address			ss:					
Municipal Judge:								
II. MONTHLY CASELOAD INFOR	RMATION			Alcohol Related		Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) p	pending at start of	of month		3	}	31	47	
B. Cases (citations/informations) f	iled			C)	0	0	
C. Cases (citations/informations)	disposed					2.1		
1. jury trial (Springfield, Jefferso	n County, and S	t. Louis Co	ounty only)	C)	0	0	
2. court/bench trial - GUILTY			()	0	0		
3. court/bench trial - NOT GUIL	ГҮ			()	0	0	
4. plea of GUILTY in court)	0	0		
5. Violations Bureau Citations (i forfeiture by court order (as pay	e. written plea o	of guilty) ar sts)	nd bond	()	0	0	
6. dismissed by court					0	0	0	
7. nolle prosequi					0	0	0	
8. certified for jury trial (not hea	rd in Municipal D	ivision)			0	0	0	
9. TOTAL CASE DISPOSITION					0	0	0	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]			pending		3	31	47	
E. Trial de Novo and/or appeal applications filed					0	0	0	
III. WARRANT INFORMATION	pre- & post-dis	position)	IV. PARKIN	G TICKETS		00041_000		
# Issued during reporting period		0	1. # Issued during period		0			
2. # Served/withdrawn during rep		1	Court staff does not process parking to			ng tickets		
3. # Outstanding at end of report		93			2 A.A. 4.15			

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

V. DISBURSEMENTS				
ordinance violations, subject to the excess revenue		Other Disbursements: Enter below additional surcharg 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 ordina violations, not subject to the excess revenue percentage limitation)				
Fines - Other	\$0.00			
Clerk Fee - Other	\$0.00			
Judicial Education Fund (JEF) 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			

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 Reporti			Reporting P	eriod: Dec 1, 2023 - Dec 29, 2023			
Mailing Address: DENT COUNT	Y COURTHOUS	SE, SALEN	I, MO 6	5560				
Physical Address: DENT COUNT	TY COURTHOU	ISE, SALE	м, мо	65560	County: De	nt County	Circuit: 42	
Telephone Number: (573)72939	31		Fax N	umber:				
Prepared by: KRISTI CRAIG			E-mai	I Address:				
Municipal Judge:								
II. MONTHLY CASELOAD INFO	RMATION				cohol & Drug elated Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations)	pending at start	t of month			3	30	47	
B. Cases (citations/informations)	filed				0	0	0	
C. Cases (citations/informations)	disposed							
1. jury trial (Springfield, Jefferso	on County, and	St. Louis C	ounty o	only)	0	0	0	
2, court/bench trial - GUILTY					0	0	0	
3. court/bench trial - NOT GUIL	TY				0	0	0	
4. plea of GUILTY in court				0	0	0		
Violations Bureau Citations (forfeiture by court order (as pay			nd bon	d	0	0	0	
6. dismissed by court					0	0	0	
7. nolle prosequi					0	0	0	
8. certified for jury trial (not hea	rd in Municipal [Division)			0	0	0	
9. TOTAL CASE DISPOSITION	NS				0	0	0	
D. Cases (citations/informations) caseload = (A+B)-C9]	pending at end	of month [pendin	9	3	30	47	
E. Trial de Novo and/or appeal applications filed					0	0	0	
III. WARRANT INFORMATION (pre- & post-dis	position)	IV. PA	RKING TICK	ETS			
1. # Issued during reporting period	d	0	1. # Issued du		during period			
2. # Served/withdrawn during rep	orting period	0	1	☐ Court staff	does not proce	ess parkin	g tickets	
3. # Outstanding at end of reporti	ng period	92				an chestranta	Section 197	

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

excess Revenue (minor traffic and mur ordinance violations, subject to the exc percentage limitation)	icipal ess revenue
Fines - Excess Revenue	\$0.00
Clerk Fee - Excess Revenue	\$0.00
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00
Total Excess Revenue	\$0.00
Other Revenue (non-minor traffic and or violations, not subject to the excess rev percentage limitation)	dinance enue
Fines - Other	\$0.00
Clerk Fee - Other	\$0.00
Judicial Education Fund (JEF) ☐ 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
aw Enforcement Training (LET) Fund surcharge	\$0.00
Domestic Violence Shelter surcharge	\$0.00
nmate 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
otal Other Revenue	\$0.00

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.

Law Enf Arrest-Local	\$9.50
Total Other Disbursements	\$9.50
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$9.50
Bond Refunds	\$0.00
Total Disbursements	\$9.50

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 N	Municipality: CITY OF SALEM Report		Reportin	ng Period: Dec 1, 2023 - Dec 29, 2023				
Mailing Address: 112 E 5TH STR	REET, SALEM,	MO 65560						
Physical Address: 112 E 5TH ST	Physical Address: 112 E 5TH STREET, SALEM, MO 65560				County: Dent Co	Circuit: 42		
Telephone Number:			Fax Nu	ımber:				
Prepared by: KRISTI CRAIG			E-mail	Address	8:			
Municipal Judge:								
II. MONTHLY CASELOAD INFO	RMATION				Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations)	pending at star	t of month			0	39	23	
B. Cases (citations/informations)	filed				0	0	0	
C. Cases (citations/informations)	disposed							
1. jury trial (Springfield, Jefferso	n County, and	St. Louis C	County or	nly)	0	0	0	
2. court/bench trial - GUILTY				0	0	0		
3. court/bench trial - NOT GUIL	TY				0	0	0	
4. plea of GUILTY in court				0	5	0		
5. Violations Bureau Citations (i forfeiture by court order (as pay	.e. written plea ment of fines/c	of guilty) a osts)	nd bond		0	0	0	
6. dismissed by court					0	0	0	
7. nolle prosequi					0	0	0	
8. certified for jury trial (not hear	d in Municipal	Division)			0	0	0	
9. TOTAL CASE DISPOSITION	IS				0	5	0	
D. Cases (citations/informations) caseload = (A+B)-C9]	pending at end	of month [pending		0	34	23	
E. Trial de Novo and/or appeal applications filed					0	0	0	
III. WARRANT INFORMATION (F	ore- & post-dis	position)	IV. PAR	RKING TI	CKETS			
1. # Issued during reporting period	d	0	1. # Issued during period		0			
2. # Served/withdrawn during repo	orting period	0	Court staff does not process parking tic			tickets		
3. # Outstanding at end of reporting	ng period	54			and the second section of the			

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

Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)					
Fines - Excess Revenue	\$501.00				
Clerk Fee - Excess Revenue	\$0.00	Si			
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$0.00	В			
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	To			
Total Excess Revenue	\$501.00				
Other Revenue (non-minor traffic and ordin violations, not subject to the excess reven percentage limitation)					
Fines - Other	\$150.00				
Clerk Fee - Other	\$0.00				
Judicial Education Fund (JEF) 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				

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.

No Data Available	
Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited	\$908.50
Bond Refunds	\$0.00
Total Disbursements	\$908.50

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	- 21-21-21-21-21-21-21-21-21-21-21-21-21-2	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		11	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

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 CIRCUMSTAN	CES	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

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

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	0.08
ASSAULT/FIGHT	NOT IN PROGRESS	4	1:39	0:47	25:34	0.23
ASSIST OTHER AGENCY		14	1:58	3:31	17:11	3.16
BURGLARY	IN PROGRESS	- 1	110.0	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		111	17:46	5:07	13:19	0.08
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	
HARASSMENT		3	1:19	0:20	7:53	0.45
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	
LIFT ASSIST		7	1:03	2:47	13:39	0.23
LOST/STOLEN PROPERTY		2	0:47	2:11	100000	1.58
MISC ADMIN DUTY		23	7:38	0:22	16:38 49:14	0.45
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

All times shown in Minutes : Seconds

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

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 CIRCUMSTAN	ICES	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	
TRESPASSING		6	2:14	1:15	9:13	15.58
WALK - IN		3	1:07	0:32	13:38	1.35
WALK THROUGH		4	1.07	0:00		0.68
WARRANT ATTEMPT		5	0:28	1:39	36:19	0.90
WATER SEWER PROBLEM		6	1:15		25:39	1.13
		U	1.13	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

All times shown in Minutes : Seconds

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

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	150000000000000000000000000000000000000
ACCIDENT		19	0:50	1:51	22:43	1.35
ALARM	COMMERCIAL	3	1:25	1:57	3:20	4.29 0.68
ALARM	RESIDENTIAL	3	0:43	0:59	6:33	
AMBULANCE CALL		28	0:58	1:50	13:44	0.68
ANIMAL CALL		20	3:27	9:31	10:33	6.32
AREA CHECK		3	2:22	3:02	8:48	4.51
ASSAULT/FIGHT	IN PROGRESS	1	1:47	2:14	16:50	0.68
ASSAULT/FIGHT	NOT IN PROGRESS	4	1:39	0:47		0.23
ASSIST OTHER AGENCY		14	1:58	3:31	25:34	0.90
BURGLARY	IN PROGRESS	1	1.56	0:00	17:11	3.16
BURGLARY	NOT IN PROGRESS	2	4:25	20.00	5:40	0.23
CHECK THE WELL BEING	THE GREEK	16	4:01	1:42	6:40	0.45
CIVIL MATTER		.5	1:37	2:07	6:15	3.61
COURT		2	0:43	2:19	12:40	1.13
COURTESY TRANSPORT		2	77.7	0:01	79:15	0.45
DISTURBANCE	VERBAL	9	0:49	0:00	4:55	0.45
DOMESTIC	IN PROGRESS		1:31	1:42	15:49	2.03
DOMESTIC	NOT IN PROGRESS	14	1:22	2:46	12:03	3.16
DRUG OFFENSE	NOT IN FROURESS	1	1:06	1:51	10:23	0.68
ESCORT			17:46	5:07	13:19	0.23
FIRE CALL		22	8:54	4:06	25:57	4.97
FOLLOW UP INVESTIGATION		4	1:02	9:33	31:20	0.90
FOUND PROPERTY		36	1:18	2:20	27:40	8.13
FRAUD		2	0:23	1:49	17:00	0.45
HARASSMENT		2	1:35	3:32	8:15	0.45
INFORMATION		3	1:19	0:20	7:53	0.68
		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

All times shown in Minutes: Seconds

500 N Jackson St., Salem, MO 65560

Incident Time Analysis Report A

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	
PROWLER		1	0:32	2:42	11:20	1.58
SEX OFFENSE		1	0:40	0:22		0.23
SHOPLIFTER		2	1:32	M. V. C.	18:50	0.23
STEALING	NOT IN PROGRESS	9		1:45	12:23	0.45
SUSPICIOUS CIRCUMSTANCES			3:38	5:51	8:22	2.03
SUSPICIOUS SUBJECT		17	1:29	2:13	11:50	3.84
SUSPICIOUS VEHICLE		8	1:25	2:05	6:14	1.81
		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	
WALK THROUGH		4		0:00		0.68
WARRANT ATTEMPT		5	0:28	7788	36:19	0.90
WATER SEWER PROBLEM				1:39	25:39	1.13
The state of the s		6	1:15	10:41	26:20	1.35

Total Incidents For Date Range

443

Average Stacked Time

2:32 min: sec

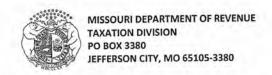
Average Response Time

2:27 min: sec

Average On Scene Time

16:44 min : sec

All times shown in Minutes : Seconds



SALEM CITY CLERK 400 N IRON ST SALEM MO 65560-1429 Date: January 08, 2024

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2044676679

Distribution Month: December 2023

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

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

Deposit Date	01/05/2024	
Tax Type Code	210	
TaxType Name	CITY CAPITAL IMPROVEMENTS	
Bank Name	BANK OF SALEM	
Account Number (Last Four Digts)	0117	
Tax Distribution	\$68,803.11	
Interest Distribution	\$0.00	
Amount Deposited	\$68,803.1	

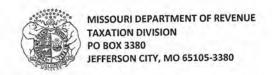
Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

Account History								
Period	2021	2022	2023	2022 Compared to 2021	2023 Compared to 2022			
December 2023	\$65,754.64	\$70,038.67	\$68,803.11	\$4,284.03	\$(1,235.56)			
Year-to-Date	\$682,550.46	\$741,440.96	\$772,136.56	\$58,890.50	\$30,695.60			

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

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

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



SALEM CITY CLERK 400 N IRON ST SALEM MO 65560-1429 Date: January 08, 2024

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2044675927

Distribution Month: December 2023

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

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

Deposit Date	01/05/2024		
Tax Type Code	201		
TaxType Name	ADDITIONAL CITY		
Bank Name	BANK OF SALEM		
Account Number (Last Four Digts)	0117		
Tax Distribution	\$125,353.52		
Interest Distribution	\$0.00		
Amount Deposited	\$125,353.52		

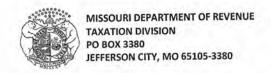
Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

		Account	History		
Period	2021	2022	2023	2022 Compared to 2021	2023 Compared to 2022
December 2023	\$0.00	\$0.00	\$125,353.52	\$0.00	\$125,353.52
Year-to-Date	\$0.00	\$0.00	\$243,012.95	\$0.00	\$243,012.95

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

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

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



Date: January 08, 2024

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2044684891

Distribution Month: December 2023

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

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

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

Deposit Date	01/05/2024	
Tax Type Code	200	
TaxType Name	CITY	
Bank Name	BANK OF SALEM	
Account Number (Last Four Digts)	0117	
Tax Distribution	\$137,606.23	
Interest Distribution	\$0.00	
Amount Deposited	\$137,606.23	

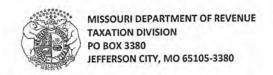
Below is your recent account history. You can compare this month's distribution with the same month in prior years for this account. You can also compare the year-to-date distribution with the same year-to-date in prior years.

		Account	History		
Period	2021	2022	2023	2022 Compared to 2021	2023 Compared to 2022
December 2023	\$131,509.04	\$140,077.28	\$137,606.23	\$8,568.24	\$(2,471.05)
Year-to-Date	\$1,365,102.03	\$1,482,881.60	\$1,544,271.49	\$117,779.57	\$61,389.89

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

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

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



SALEM CITY CLERK 400 N IRON ST SALEM MO 65560-1429 Date: January 08, 2024

POLITICAL SUBDIVISION ID: 65234000

Notice Number: 2044683545

Distribution Month: December 2023

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

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

Deposit Date	01/05/2024		
Tax Type Code	260		
TaxType Name	CITY STORM WATER/LOCAL PARKS		
Bank Name	BANK OF SALEM		
Account Number (Last Four Digts)	0117		
Tax Distribution	\$51,602.43		
Interest Distribution	\$0.00		
Amount Deposited	\$51,602.43		

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

		Account	History		
Period	2021	2022	2023	2022 Compared to 2021	2023 Compared to 2022
December 2023	\$49,314.52	\$52,529.00	\$51,602.43	\$3,214.48	\$(926.57)
Year-to-Date	\$512,192.25	\$556,014.81	\$579,085.98	\$43,822.56	\$23,071.17

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

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

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

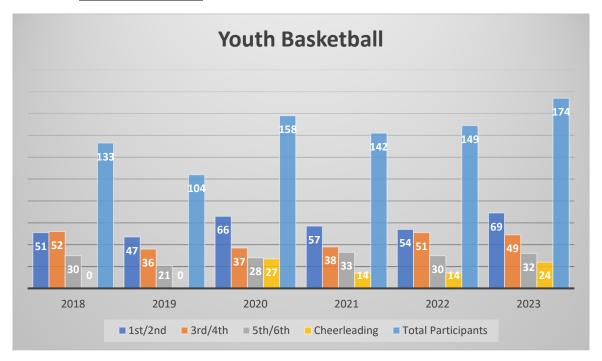


City of Salem Alderman Report January 17th, 2024

Melisa DuBois, Parks and Recreation Director

Youth Sports and Programs

- o 1,201 athletes during our 2023 registrations for all youth sports.
- o 2023-24 Basketball



- Games are played at the Salem Community Center @the Armory on Monday, Tuesday, and Thursday nights.
- Currently canceled two nights of games due to weather. Looking to reschedule at a later date.

o Skills and Drills

- Skills and Drills registration is currently open until 1/19/24.
- February 5th, 6th, and 8th.
- Collaboration with 5th/6th grade travel team coaches.



Soccer

• Soccer Registration open from January 25th-February 13th at \$35 per athlete. February 14th-20th late fee \$45 per athlete. Information will be released soon.

Grounds and Satellite Parks

o Al Brown lighting project

 Missing equipment is scheduled to be available mid to late March. Contractor is going to go ahead and start running lines to each new pole.

o Civic Theater

- Scott Hubbard and I met at the Civic Theater; we reviewed the projector room to see what needed to be completed. As of now it appears, Everything Cinema will work to connect all the equipment. He will also work with us on obtaining movie titles. We still need a plan to upgrade the concession/ticket area.
- Rommel with Rommel's Locksmithing and I met and reviewed all doors and entries to help establish a new key system for the building.

Salem City Park

- Tennis Courts met with Pro Track and Tennis, Inc. they looked over and measured courts and sent a proposal.
 - Option #1:Color Coat Three Courts/Removal \$75,000
 - Option #2: Add to Option #1- Riteway Crack Repair System to Control Joints 400LF. -\$8,000
 - Option #3: Add to Option #1 Riteway Crack Repair System Approximately 3,500LF- \$71,000
 - Option #4 Add to Option #1-Pickleball Game Lines: Per Set \$500
 - Option #5- Color Coat Three Courts on New Concrete. \$38,000

Can share complete proposal if requested.

o Parks and Recreation Shop

 ServPro won the bid to complete mold remediation in the breakroom at our Parks and Recreation shop. The work has been completed to remove all mold from the room. We are now in the process of insulating the ceiling and putting up plywood, installing light fixtures, and replacing the heating/cooling unit for room.

Other Parks and Recreation Business

o Light Up the Park 2023

This season was down in business participation. Still had lots of traffic.

CROSSROADS Change in Rural America

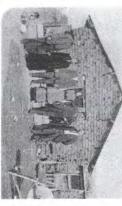






Smithsonian traveling to 30 states through 2024 A Museum on Main Street exhibition from the

O Sm·thsoil aii

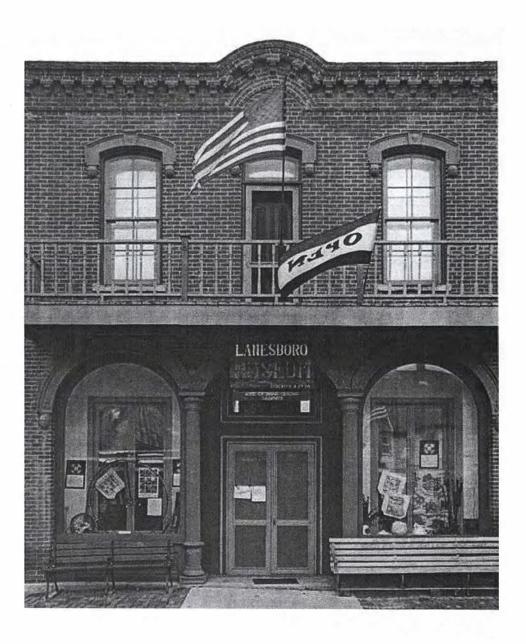


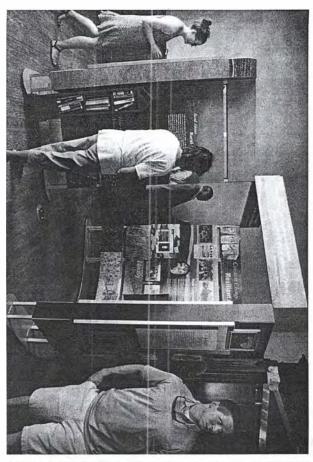


Tour Review

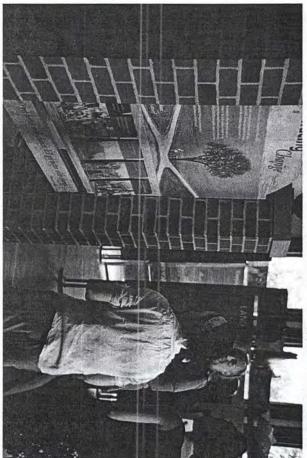
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Exhibition Specifications	L7
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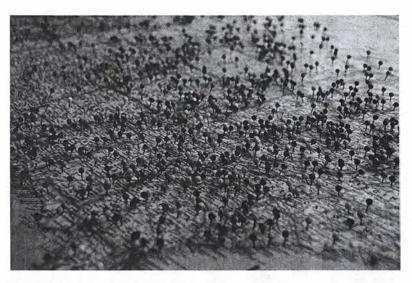
Museum on Main Street

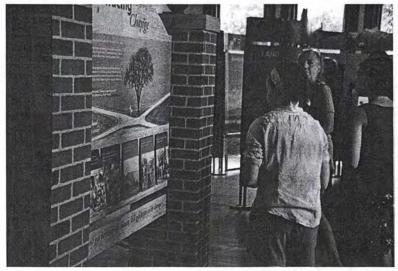


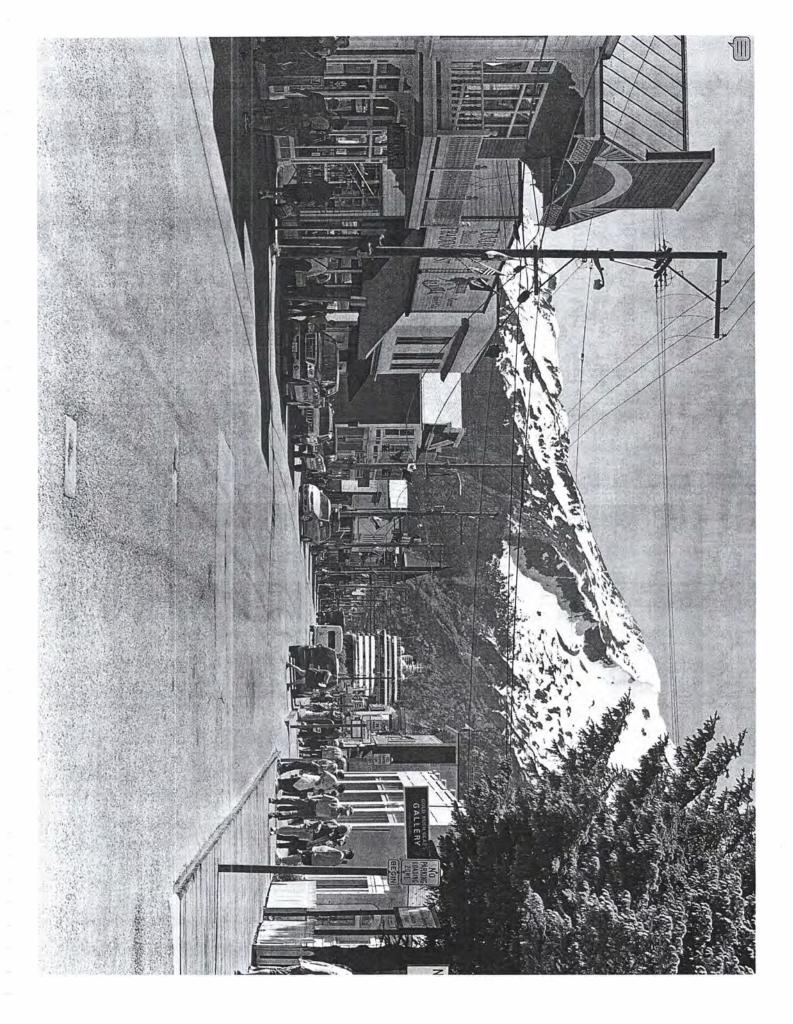
The Smithsonian invites hundreds of small museums, in towns with populations of 500 to 20,000, to participate in a national exhibition program.

With support and guidance from state humanities councils, host communities have the opportunity to create their own educational programs, cultural activities, and exhibitions that center on local culture and history.

To date, Museum on Main Street exhibitions have visited over 1800 communities in all 50 states.







Crossroads' Guiding Questions

What does "rural America" mean?

How has our attraction to and interaction with the land formed the basis of rural America?

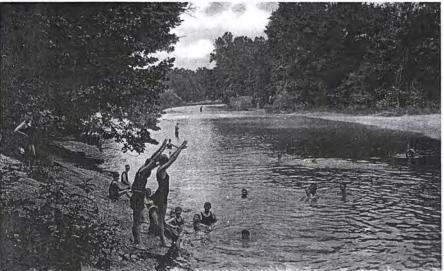
How have rural communities and small towns evolved and changed?

What makes these places unique?

How do we identify with them?







Major Themes

Changes transformed rural America (including global influences), especially during the 1900s.

What are some of these changes, and what have they meant for rural life?

People are holding on in their rural communities. Why and how?

What is rural life like today? How are rural Americans shaping their future?

Introduction

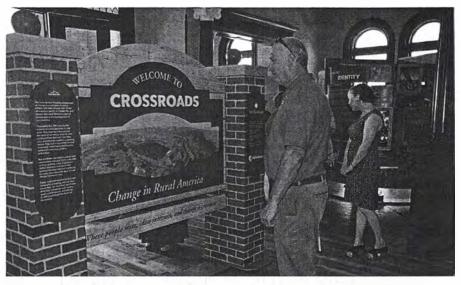
Americans come together at crossroads. Small towns are centers for:

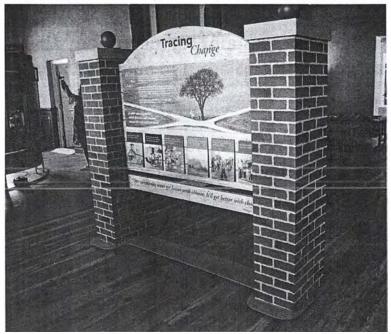
- Commerce and trade
- Local politics
- Culture and ideas

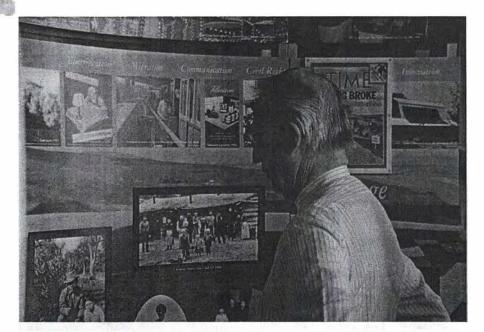
Rural America changed significantly in the 1900s:

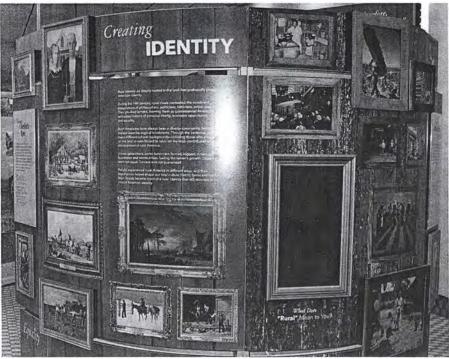
- Demographics
- Education
- Access to services
- Economic viability

Rural communities may face challenges as well as opportunities









Identity

American culture is filled with romantic views of rural life and culture.

Living and working in a rural place can also be difficult.

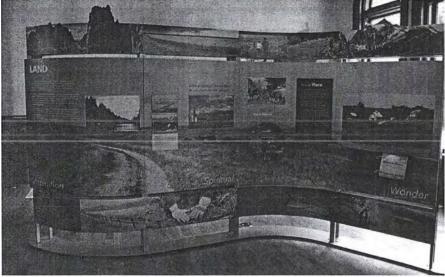
How is rural America represented in books, songs, poetry, and art?

How do rural ideals square with American ideals?

- Economic opportunity
- Personal liberty
- Equality







Land

Land is core to our concept of rural life.

Our sense of place is powerful.

Many Americans express strong
connections to the rural landscape.

Memories of recreation in rural places.

Natural beauty draws people to rural areas.

For some, rural landscapes represent hard work and isolation.

Not everyone is a landowner. Most Americans connect with rural places through public lands.

How do attitudes towards land ownership and access differ among Americans?

Are there stories of conflict over land in your state?

Community

Communities grew at rural crossroads

 People connect, exchange ideas, work towards common goals, rely on neighbors, and build the future of their community.

Sustaining communities

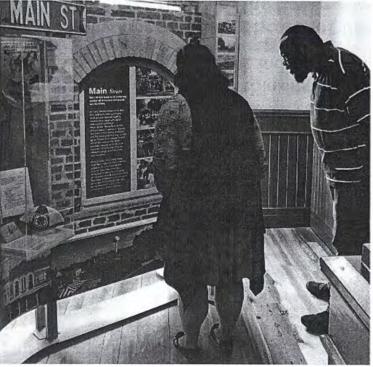
- Country Life Movement
- New Deal and rural electrification programs

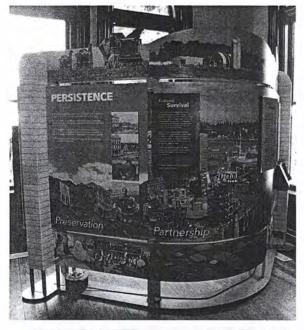
Accelerated change

- Change in the second half of the 20th century
- Erosion of political power in some states
- Demographic changes
- Civil rights struggles
- Aging populations
- Challenges of inequality and poverty



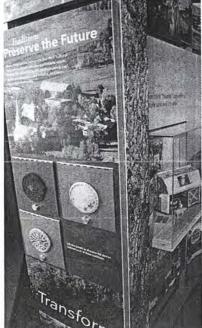












Persistence

Rural Americans believe in their communities, and many choose to work to resolve issues rather than leaving.

Economic survival requires revitalization of small towns and inspires new ways of thinking about farming and extractive industries.

Many Americans are discovering the benefits of rural life. The slower pace and quiet surroundings, proximity to natural resources etc.

Popular culture connects urban and suburban Americans to rural life. Rural life and people are often romanticized or satirized.

Managing Change

Some rural communities face significant challenges.

Americans are confronting these issues and finding new and unique solutions.

There are many different voices to welcome into these conversations.

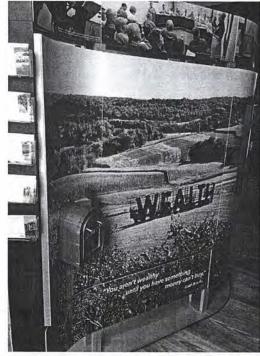
What will your town look like in ten years?

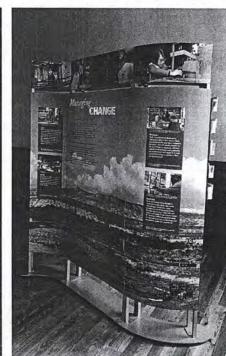
What has your community lost that matters most?

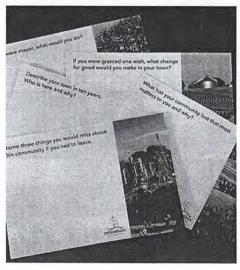
What change for good would you make in your town?

If you were mayor, what would you do?

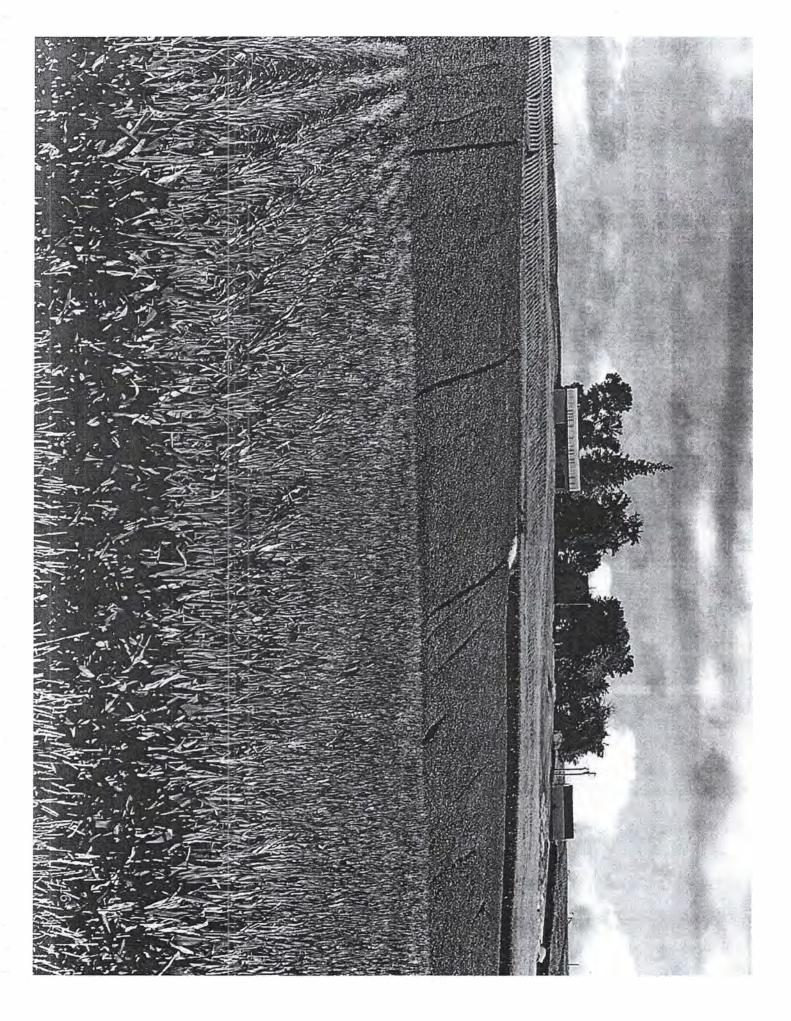
Name three things you would miss if you had to leave.





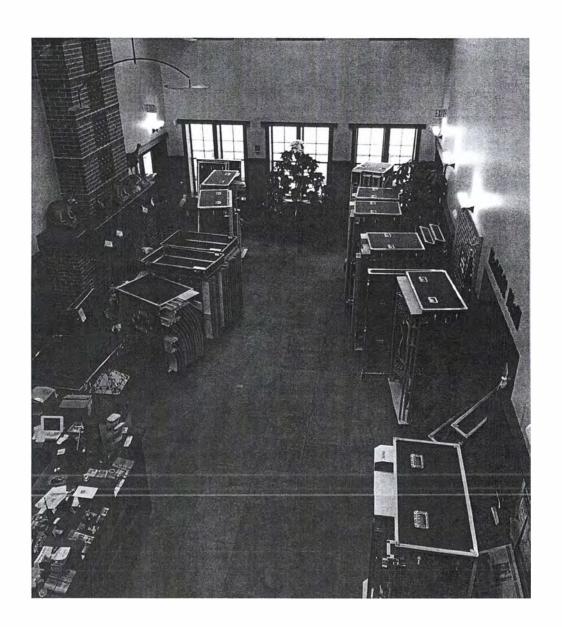


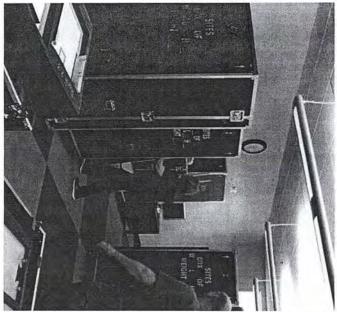


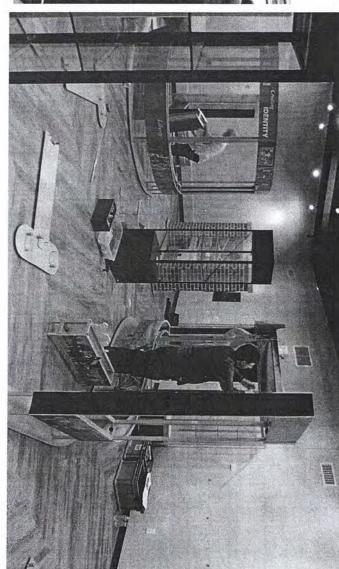


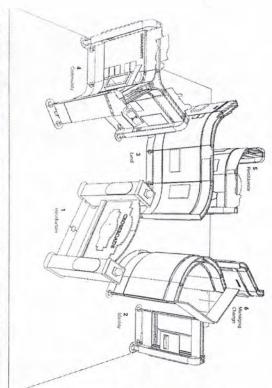
Specifications

- Six free-standing sections
- Installation requires 750 square feet of space
- Five audio and video media components
- Mechanical, tactile, and low-tech interactives
- Various sized object cases
- Packed in 16 wheeled crates that fit on a 26-foot U-Haul truck

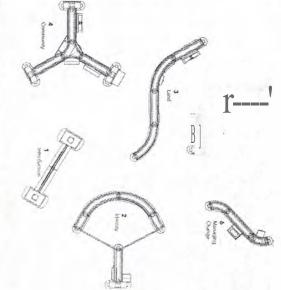


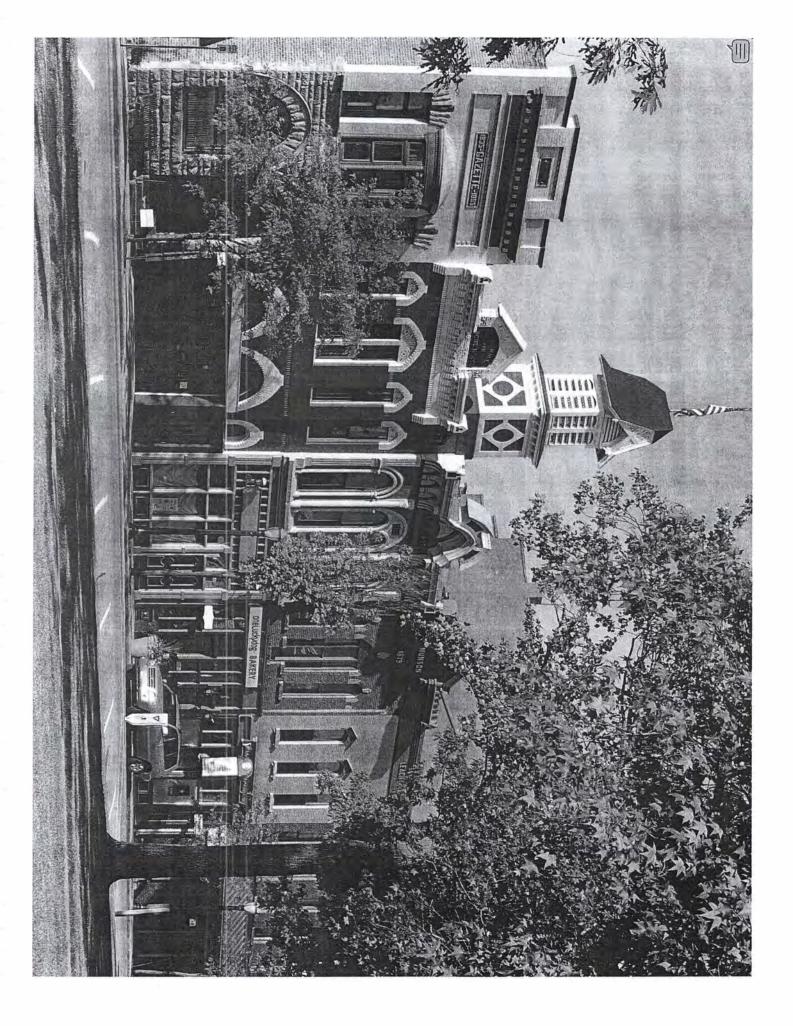




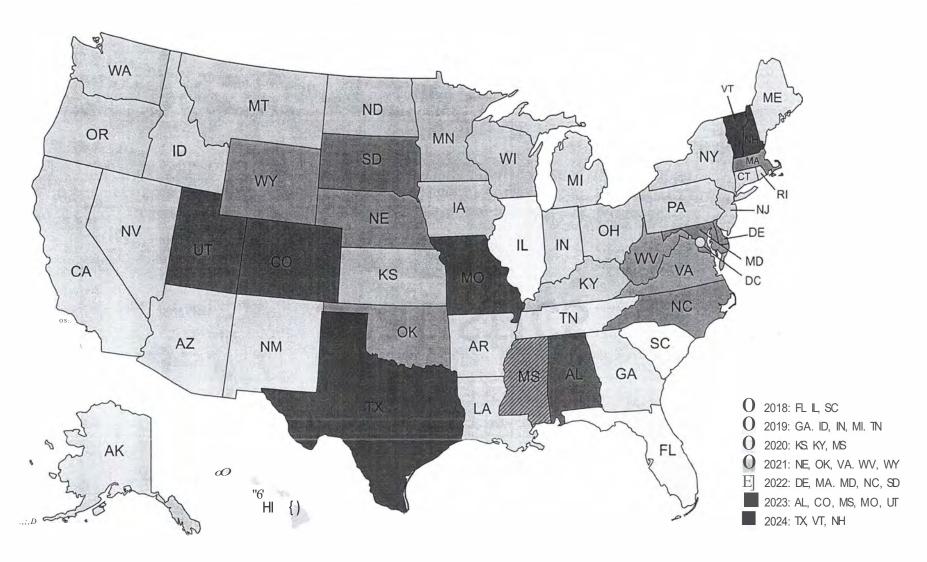






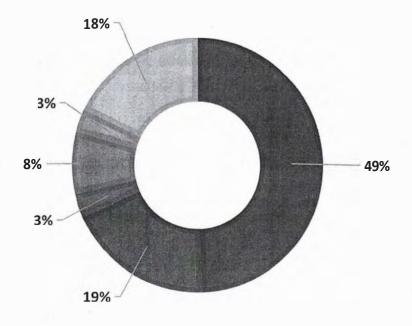


Where is *Crossroads?*



Please note: Outlaying years are subject to change

Types of host organizations



■ Museum■ Library■ College/School■ Historical Society or Organization■ Community Center■ Other



Volunteer Profile

Hosting an exhibition happens through the help of many volunteers.

On average, a single community is supported by:

- 32 volunteers
- ½ of the volunteers is new to the organization
- 2000 volunteer hours

\$50,860,-- per community.*

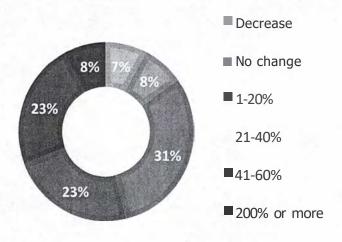


Resulting in a volunteer value of about

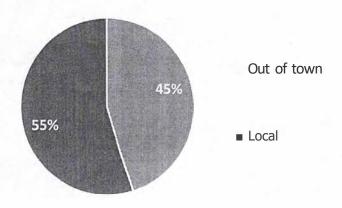
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Attendance Profile

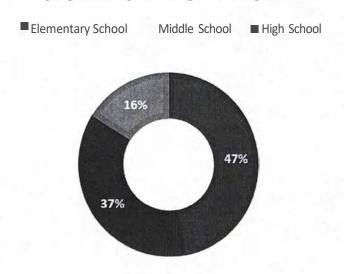
ATTENDANCE CHANGE



VISITOR ORIGIN



STUDENTS BY AGE BRACKET

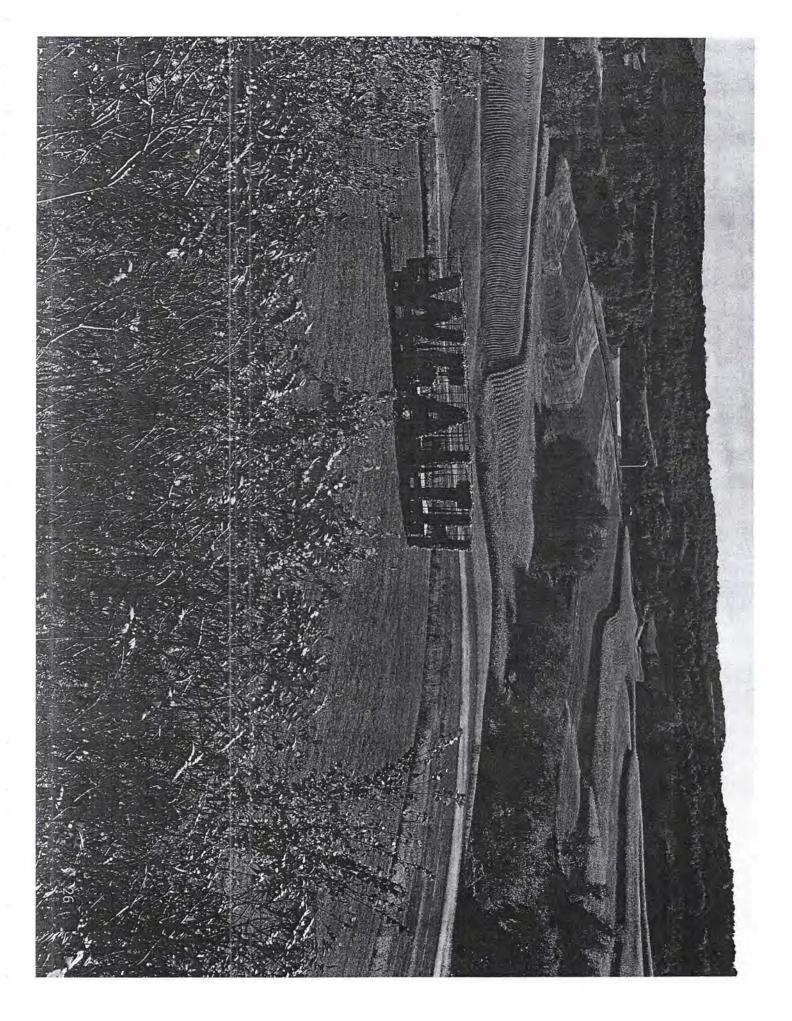


ATTENDANCE

3175 Average number of exhibition visitors per community

5,821 Average number of program participants.

Data based on numbers reported by former communities.



Heard on the road! (Case Studies)

"The value of the exhibit to our community can not be measured. Not only was it a great display but the community felt pride in being selected to display it. Many people in the community will never be able to visit the Smithsonian exhibit so this traveling exhibit gave our residents something new, interesting and lasting memory." -- Live Oak, FL



Bartow, Florida

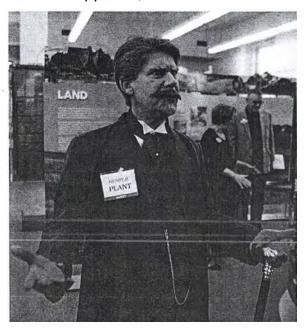
Polk County Historical Center

Population: 20,640 people

Attendance: 447 For Exhibit: 250

For Programs/Activities: 197

In kind support: \$770



The local exhibition focused on changes in Polk County that have impacted jobs, health, technology, and transportation. It sparked conversations about the agricultural roots of the town and how rural landscapes have been replaced by emerging urban areas.

Residents and elected officials participated in a panel discussion, *Managing Change: Polk County's Future.* The Audience appreciated being part of the planning for the future of their county.

Students answered the postcard questions, brainstormed about problems and solutions for changes in the county, and completed an activity pack with their parents.



The local exhibit included information on Pughsville, an African-American community. The exhibit attracted many former members of this community, who had never visited the history center.

Cedar Key, Florida

Cedar Key Chamber of Commerce

Population: 700 Attendance: 19,377

Value of Volunteer hours: \$5,579

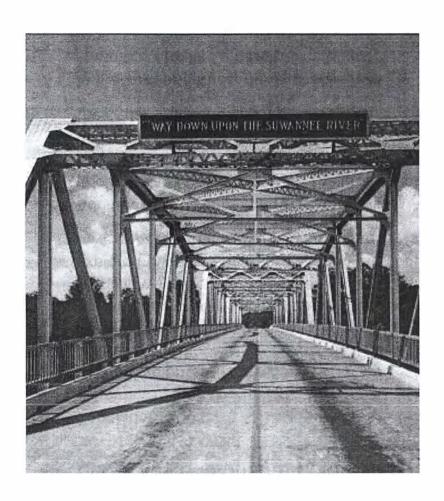
The host organization in Cedar Key used the Crossroads Exhibition to talk about the local working waterfront. It created an opportunity to explore how changing transportation methods have impacted the community over time.

Additionally, the community created a video about Cedar Key to accompany the Crossroads Exhibition. The video reached over 70,000 viewers on Facebook and is now a permanent fixture of the Cedar Key Visitors Center.

In preparation to hosting *Crossroads,* the community hosted a beach clean effort.







Live Oak, Florida

Suwannee River Regional Library

Population: 44,190 Attendance: 12,183

In-kind support: \$14,168 Oral History projects: 147

Preservation workshops: 1,872

Their local exhibition, "Photos of the Past," attracted many residents, who could identify people in the photos and reminisce about a bygone era. Topics in a series of lectures ranged from agriculture to art, and from bootlegged alcohol to music and gardening.

The museum took the opportunity of hosting a Smithsonian exhibition to explore a wide variety of marketing reach across three neighboring counties. Their marketing efforts included flyers, postcards, road signs, and social media, and resulted in increased attendance and over 1000 likes on Face book.

Blue Ridge, Georgia

Blue Ridge Mountains Arts Association

Total Population of Town: 2300+

Total Amount of paid staff: 6

Total Amount of Volunteer staff: 75

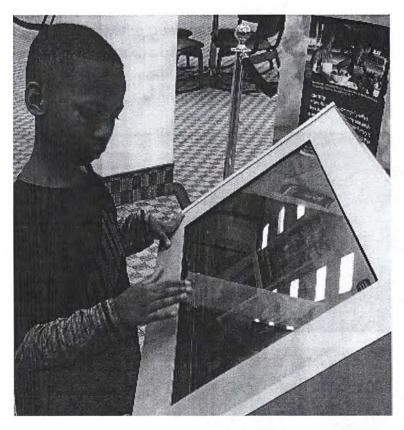
Total Volunteer Hours: 336

Total Volunteer Value: 9139.20

Total Attendance: 2884

For Exhibit: 925

For Programs/Activities: 1959



"Zero school groups visited, some child attendance was possible, but no school trips were made due to the pandemic. However, some students from the area were involved in the Stories YES video project and collaborated together to gather media about their town and create short stories. The overall crowd pleaser was the interactive audio box and the kiosk computer."

- Blue Ridge Project Coordinator

Cuthbert, Georgia

Andrew College

Total Population: 3500 Number of volunteers: 75

Total Hours Volunteered: 272+

Total Attendance: 2783

For Exhibit: 2558

For Programs/Activities: 225

Local-70%

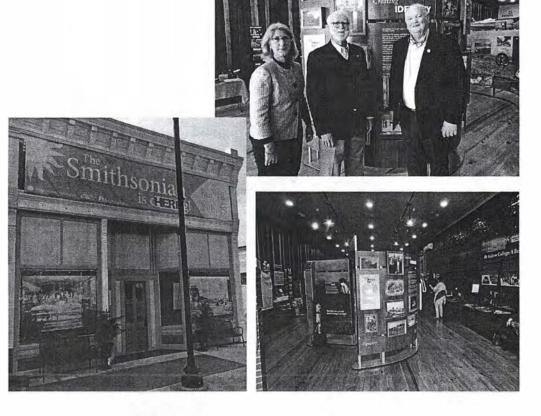
Out of Town - 30%

5 Schools visited with a total of 822 children

34% Elementary School

34% Middle School

32% High School



"Sharing ideas and opinions on the postcards highlighted both the serious/thoughtful comments and the comical/ridiculous ones. Amazingly, the local exhibits contributed a warm-homey atmosphere to the overall site, which inspired visitors to stay longer and talk more with one another and the docents. The postcard questions and the local exhibits helped to initiate impromptu stories that otherwise would have never been told."

- Cuthbert Project Coordinator

Moscow, Idaho

Latah County Historical Society and Moscow Chamber of Commerce

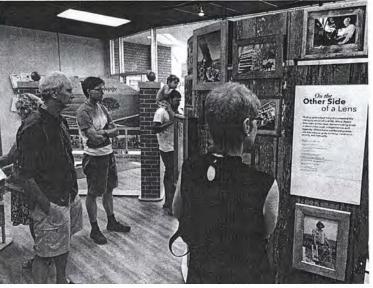
Population: 24,000 Attendance: 2,335

In-kind Support: \$3,950

Moscow is a thriving rural community that sits at the crossroads of traditional American Indian trails, wagon roads, railroads, and now highways. IT has seen major changes to local industries, but also still relies heavily on agriculture to sustain itself.

The local exhibit, "Then and Now: Latah County Communities at the Crossroads," juxtaposed historic photos and contemporary photos of various towns in the county. The exhibit focused on the ways transportation and agricultural technology remade areas communities. Some towns faded away while other re0imagine their futures.





Rexburg, Idaho

Museum of Rexburg

Total population of town: 28,000

Number of paid staff: 4

Number of New Volunteers: 20

Total number of hours volunteered hours: 64

Total Volunteer Value: 1416.96

Total Attendance: 4,100

For Exhibit: 3600

For Programs/Activities: 500

Local: 80%

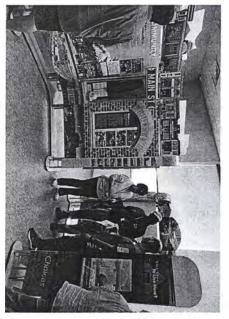
Out of Town: 20%



With the MoMS exhibit we encouraged to build our own exhibit to accompany it. Doing that exhibit helped to spur ideas and thoughts about our community and the relationships with the local university. We had a lot of great feedback about the exhibit and the things that they learned about their town."









Illinois Humanities

Statewide Project

"The Country and the City: Common Ground in the Prairie State"



In support of *Crossroads,* Illinois Humanities created a discussion series that featured speakers from both urban centers and rural towns **engaging communities** in conversations about the same topics. Events were held in rural and urban places.

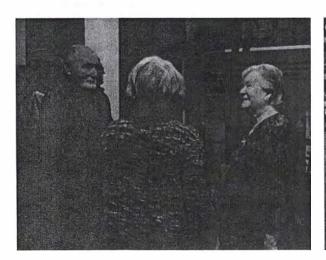
The series has continued to **attract attention** as interest in divisions between urban and rural parts of Illinois grow.

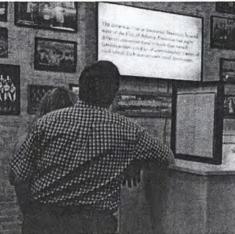
Illinois Humanities posted videos from each event on its YouTube channel:

https://www.youtube.com/play1ist?list=PL6azPYjj2okHLCda1MhTBU0WkYRzrEO8M

The local exhibition, "Classrooms & Community: Changes in Rural America's Sense of Community" explores how changes in the educational structure, moving from one-room buildings to consolidated schools in the town, shaped ideas and perceptions of what community means. They were able to highlight oral interviews done in 2018 that focus on their sense of place, memories, and values.

By the end of the project, they created a community mural at their new Visitor and Welcome Center which highlights changes in their community over time. A professional artist worked with local residents, especially students at Olympia High School, to design and paint it.





Atlanta, Illinois

Atlanta Public Library District/ Atlanta Museum

Town Population: 1,640

Attendance: 1,159 Donations: \$10,000

"This was an amazing experience for our board and staff It increased our capacity to integrate ideas, think about our community's history, and work together in meaningful ways. It also generated considerable pride among members of the community."

-Atlanta Public Librarian

Marsha 11, 111no is

Marshall Public Library

Population: 3,033 people

Attendance: 2,085 Student visits: 1,500

In-kind support: \$18,100

The local exhibition focused on rural health and changes in farming. Two centennial farms were used in the local exhibition as case studies highlighting changes in family farming over last 100 years.

Presented the screening of a documentary film about Dr. Tom Catena, one of the world's 100 most influential people by *Time Magazine* in 2015 for is work in the war-torn Nuba Mountains of South Sudan. He was trained in a rural medicine curriculum that was developed at a clinic in Marshall.





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Lake Shelbyville and UT Army Corps of Engineers

Population: 5,000 Attendance: 2801

Value of In-kind support: \$63,008 Number of volunteer hours: 1,899

The main topics of discussion were changes over time with regard to transportation, innovation, industry, and recreation.

Host organizations worked with a variety of community businesses to create a companion exhibition that featured model tractors, old bank ledgers, and patents. By creating this type of community buy-in, it received over \$60,000 of in-kind support and involved lots of new volunteers.

Bristol, Indiana

Elkhart County Historical Museum

Total Population of Town: 1600

Number of paid staff: 5

Number of volunteer staff: 8

Number of Hours volunteered: 86

Total volunteer Value: 1,904.04

Total Attendance: 845

For Exhibit: 599

For Programs/Activities: 246

Local - 10%

Out of Town - 90%

The museum received new and renewed attention across the county and region. The exhibit with the Smithsonian's brand reputation, drew visitors who had never been here.



"The exhibit generally was a reiteration of ideas and themes we already consider in our content development. The identity section was useful in dispelling stereotypes. That section especially opened our eyes to new ways we can look at other subjects we are teaching at the museum."

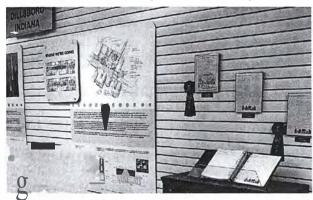
--Director, Elkhart County Historical Museum

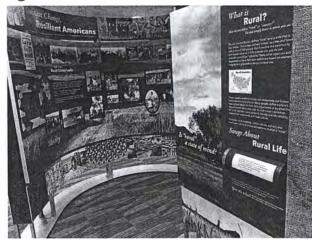
Di 11sbo ro, Indiana

Aurora Public Library District, Dillsboro Branch Library

Population: 1,404

Attendance: 1,650 (72% increase)





The local exhibition, "Dillsboro: Where We Were, Where We Are, and Where We're Going" showed the resilience of the Dillsboro community over the course of the past 50 years.

Local students were inspired by the exhibit postcard question, "If you were mayor, what would you do?," and 275 students submitted essay responses. The town appointed a "Mayor for the Day: who enacted some of their wishes-giving popsicles to everyone in town. Younger residents could see that they have a voice in their community. They could be inspired and empowered to make change in their town.

"Crossroads" truly brought regionalism to Dillsboro. Some of our businesses have been working towards regional marketing and the new Dillsboro Arts/Friendship Gallery also attracts visitors from outside of our area. But, the Crossroads exhibit had a message that resonated with rural America far and wide."

- Susan Greco, Town of Dliisboro Economic Development Director

North Manchester, Indiana

Center for History/North Manchester Historical Society

Total population of town: 6,100

Number of paid staff: 3

Number of volunteer staff: 25

Total volunteer hours: 1664

Total volunteer value: 43,520.00

Total Attendance: 1275

For exhibit: 454

For Programs/Activities: 821

Local: 70%

Out of Town:30%

"We had 9 different groups visit us in private "Night at the Museum" viewing. Mainly service clubs. They were relaxed, happy to not be in crowds and had all the time they needed to see not only the Crossroads exhibit but also our companion exhibits. They compared notes and shared stories and realized we had an awesome museum. We will continue this program in the future. Each group is invited back once a year to have their regular meeting and then have a private visitation."



The exhibition gave insight into American history and culture by reminding the visitors that they are so much the same: people with very similar stories.

--Director, Center for History

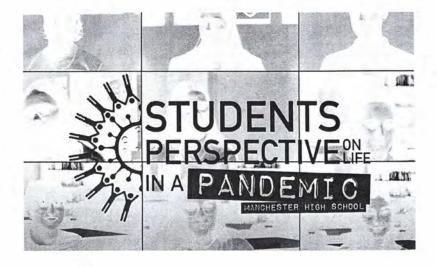
North Manchester, Indiana

Community Youth Project

Youth in **North Manchester** volunteered during independent study time to create two local history video, but when COVID-19 closures led to lengthy school disruptions, extracurricular activities were discontinued. Most of the original student volunteers then graduated. The staff at North Manchester History Center showed great resiliency in finding a new teacher who was willing to take on the video project.

Students interviewed each other about a year in a global pandemic: what they lost, what they gained and how they felt about the future. A strong relationship was built between the school and history center, and more youth projects about local history will be created in the future.

Watch "Students PersQective on Life in a Pandemic"



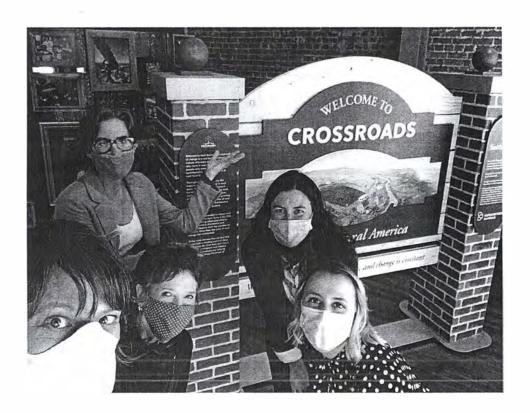
Humanities Kansas

Participated in statewide conversation about the future of rural communities through exhibitions and public programs

KH Grants: \$1,500

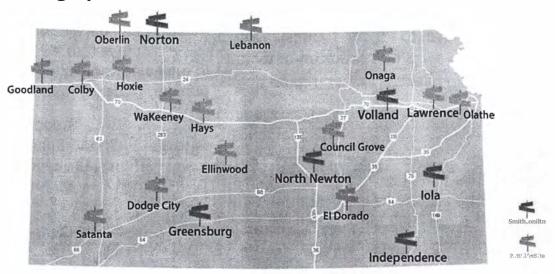
Total people reached: 1,217,023 across Kansas through ancillary and partner sight programs, website views, media coverage and social media

HK created the Crossroads Conversations
Resource Catalog, a curated list of
presentations from Kansas experts, book
discussions, workshops, and at home programs
designed to spark conversations about the
challenges and changes facing rural Kansas.
Communities could work with their local
nonprofits to bring these opportunities to their
hometown, or individuals could participate at
home in activities such as our collaborative
Crossroads Spotify playlist - which included
songs with themes of home, rural America,
change, and community or our reader's theater
script called "Love at the Crossroads."



"Hosting a Smithsonian exhibit benefits host communities in numerous ways. When the Smithsonian comes to town host communities experience community pride, capacity building, community partnerships, funding opportunities, and a boost to tourism and the economy." - HK final report

Kansas Infographic



6 Kansas communities hosted the Smithsonian traveling exhibition 15 Kansas communities explored the *Crossroads* theme in their own town

17,000 Kansans visited the *Crossroads* exhibition and engaged in local exhibits and programming

2,500 people visited the online *Crossroads* companion website.

A special publication - A t the Crossroads: Stories of Change in Rural Kansas - was distributed statewide featuring 16 Kansas stories.

Estimated reach for newspaper and magazine articles: 79 articles, 826,676 circulation.

The Crossroads
Conversations Resource Catalog
included free speakers and book
discussions.

58 Kansas nonprofit cultural organizations organized history presentations to examine the *Crossroads* theme.

Alma, Kansas

Volland Foundation

Total population of town: 899

Number of paid staff: 4

Volunteers: 40 (including 19 new volunteers)

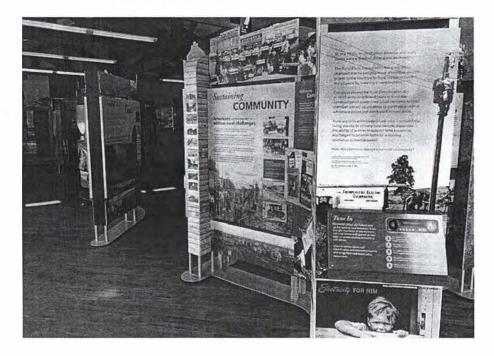
Total funds raised: \$18,765 (new memberships, gift shop sales, donations, active fundraising)

Virtual Audience: 16,016 page views, 431%

increase

Local Exhibition: *Deep Roots* & *New Growth in Wabaunsee County* explores rural culture, community life, and ranching through the stories and portraits of local residents.

Through increased community collaboration and online marketing, more people became aware of the Volland Foundation. As a result, they reported visitation from people who had never been to the museum before, more families and bus tours from the retirement community.



The exhibition was installed in an historic general merchandise store re-imagined as a place for art and community, prompting conversations about economic and social factors that impacted the population. People pondered a variety of issues, such as what will happen to family ranches in the next generation, awareness of poor internet access, finding local health care, and closing of local grocery stores.

Iola, Kansas

Fine Arts Center

Total population of town: 5,000

Number of paid staff: 5

Total Attendance: 484

Local-46%

Out of Town - 54%

"We experienced a wonderful example of how the Smithsonian brand can bring attention to the community hosting an exhibition. A gentleman appeared at our doors on the final weekend. He was from Virginia, and he was traveling for his job. He said he was a lover of the Smithsonian in D.C. but had not been able to visit since it had not been open for many months due to COVID. In his news feed, he read the Crossroads exhibit was in lola and made the decision to drive 3 hours out of his way to visit the venue. A win win win for the Smithsonian, our venue, and our local economy."



"Given COVID, we feel it was very timely for the Crossroads project to come to Iola. Many citizens in large populous areas are weighing how they are experiencing the pandemic in city vs. rural. It was a wonderful conversation starter for our county to see if there is an opportunity to guide those city crossroads in the direction of our community."

-- Iola Project Coordinator

Nerinx, Kentucky

Loretto Heritage Center

Total population of town: 700

Number of paid staff: 5

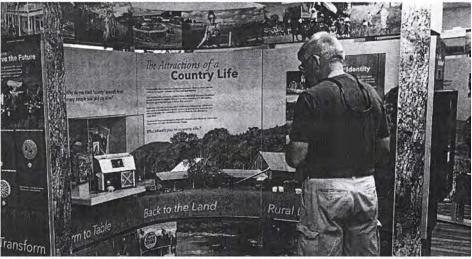
Number of new volunteers: 26

Attendance: 1,317

Partner Organizations: 9

Students from the local high school used postcard questions and MoMS program resources to create a project about urban vs rural life. They worked with three 5th grade classes to do an art contest about their favorite part of the community. High school students also conducted oral history interviews about the last 50 years of the community and helped to staff the exhibition during open hours.

Marion County is a farming community that has undergone many changes. The local history exhibition of local people and places was very popular, and most visitors spent between 1.5 to 2 hours in the local and national exhibition. An area about military service from WWI to the present was very popular. It will become a permanent installation at City Hall.



The exhibit brought outfeelings of pride for the strength and rich heritage of the local communities.

Western Marion County has a rich history that has undergone many changes and challenges over the last centur½ but the community remains close-knit and resilient.

- Nerinx Project Coordinator

Sample visitor responses to Crossroads postcards

If you were granted one wish, what change for good would you make in your town?

That everyone would be color blind.

The junked up places. A disgrace and ugly for the eyes.

Someone build some small buildings to rent out to the artists in our area. Make them look old. Bring the train back. Benches in downtown area for people to gather (morning coffee).

If you were mayor, what would you do?

Promote farmer's markets and have city recycling and compost pick-up. Let's go back to all organic. No pesticides or herbicides! Sidewalks-get people out and about safely.

What has your community lost that most matters to you and why?

The railroad - major tourist loss. Catholic school!!!

Father Brian helped with my faith. [Fr. Bryan Lamberson died earlier in 2021]

Military people because they risked their lives to fight for our country.

Love and respect for one another. Some people have forgotten common courtesy.

Historic buildings. We need to preserve our history and our charm.

Name three things you would miss about this community if you had to leave.

Ham Days parade, the nice citizens, the agriculture.

Our good church, good food, and family and friends.

The people, the food, the hospitality.

The closeness that you have living in a small town; low traffic; peacefulness.

Describe your town in ten years. Who is here and why?

Busting with townspeople and tourists. Cleaned up with various shops. Lots of fun things to do and see.

Glasgow, Kentucky

Museum of the Barrens and Mary Weldon Public Library

Total population of town: 14,028

Number of paid staff: 3

Number of new volunteers: 26

Attendance: 1,358

Crossroads arrived just as the museum was reopening to the public. The Smithsonian name and auxiliary programs helped draw people to the museums, however, schools were unable to directly participate due to pandemic restrictions.

There was a vast array of virtual public programs, including book discussions, demonstrations about local crafts like basket making, jelly canning and freezing and an art show, "My Rural Home".

Public programs included a cemetery tour of changes in the rural South and an exhibition about education in the Barrens including a film from the cultural center's one room school exhibit. They printed and distributed a booklet called "Voices of the Segregated Past"



Greenwood, Mississippi

Museum of Mississippi Delta

Total population of town: 12,946

Number of paid staff: 4 (2.5 fte)

Number of new volunteers: 35

Total volunteer hours: 495

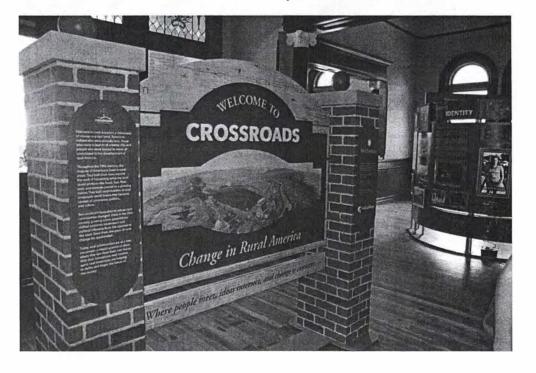
Total Attendance: 863 even with restrictions due to COVID-19

Despite COVID closures, reported increased visibility of the museum through the press, talk radio, flyers, postcards, posters, and social media.

As a result of hosting *Crossroads*, reported improved professional practices among staff and increased knowledge of educational practices.

Local exhibition, *Hometown Heroes*, featured local athletes who went on to play professional sports and could have settled anywhere, but chose to come back to Greenwood to live. The exhibition highlighted the values and allure of their hometown as expressed by these athletes.

-- Greenwood Project Coordinator



Senatobia, Mississippi

Northwest Mississippi Community College

Total population of town: 7,610

Number of paid staff: 14

Number of volunteer staff: 14

Total volunteer hours: 495

Total Volunteer Value: 12,275.05

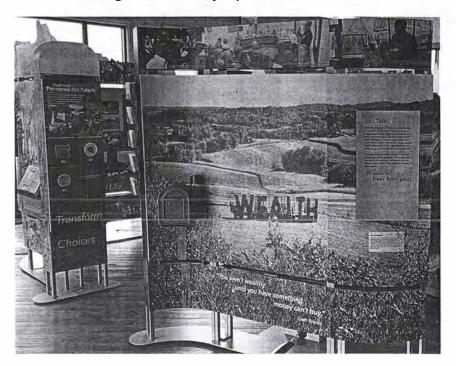
Total Attendance: 848

Local-85%

Out of Town: 15%

"Seeing people's faces light up when they saw things that triggered their memories or past events or of their grandparents and listening to different people's stories of their past and present. Meeting community members who came to see the exhibit was seeing and meeting rural America faceto-face.11

"One of the best experiences for me as a host of Crossroads was seeing our graphic arts instructor bring her students in and literally go through the exhibit panel by panel illustrating design concepts, she was teaching them in class. Many of our students ate from very small, rural communities and to give them the opportunity to see a Smithsonian exhibit that is so well-designed and to incorporate it as part of their educational experiences was one of the most amazing moments of my career."



Ardmore, Oklahoma

Johnston County Library (Southern Oklahoma Library System)

Population: 3,071

Attendance: 10, 594 reported a 1000% increase from

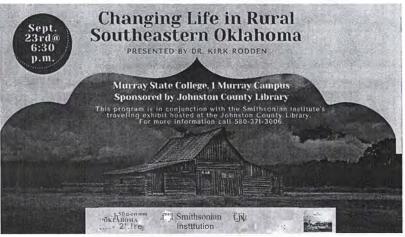
previous year due to COVID restrictions.

Total In-Kind Support: \$37,617

Total Volunteer Value: \$3,321

The library partnered with several successful partners including universities, public schools, other libraries, historical societies, and private businesses.





"Oftentimes in rural communities it can seem as though life has passed us by, but that couldn't be further from the truth. Some of the best things in America come from rural areas and this exhibit and the corresponding programs allowed us to highlight them and inspire pride in our hometowns.

This exhibit and other Smithsonian exhibits like it, are a wonderful opportunity for small and rural communities. Attendees to these exhibits will in no way feel "short-changed", they will be getting the true Smithsonian experience in their local community."

Alyson Blankenship; Johnston County Library

Nowata, Oklahoma

Nowata County Historical Society

Population: 3,500

Attendance: 701, representing a 400% increase from 2019

Paid Staff: 0

Volunteer Staff: 50

Total In-Kind Support Value: \$10,895

"We, as many other sites, are struggling to survive and to grow, it helps to know we are not alone in our efforts to preserve a rural way of life and still thrive with finding new jobs, industry, and growth.

These aspects of the experience were the most rewarding for the community: First was pride in being selected to be a host site in the state. The next was partaking in the special extra events we had scheduled, playing with bulls, talking with bullfighters and bull riders, making butter, learning how to create amazing pieces of lace from threads and metal, working with Cherokee craftswomen making native articles, weaving and beading, making clothing, as well as enjoying real cowboy beans and coffee served from an antique chuck wagon."

- Frank Wallace, Nowata County Historical Society



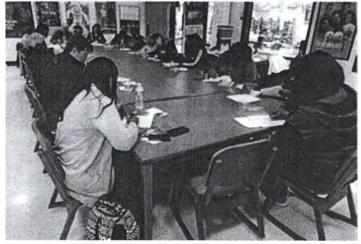


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South Carolina Humanities

Communal Pen Writing Programs





South Carolina Humanities and its long-time collaborator, the South Carolina Arts Commission, frequently work together on statewide arts and literacy projects. In support of *Crossroads*, the two organizations developed a creative writing program, *Communal Pen*, that used exhibition content to encourage participants to write about their experiences and memories of their hometowns. For *Crossroads*, workshops were held in each host community.

Communal Pen is now part of the Mo MS experience for all host communities in South Carolina. Writing programs related to MoMS' Water/Ways exhibition expanded across the state when the project moved to a digital format during the COVID pandemic in 2020. Voices and Votes writing workshops programs will launch in 2022, taking the project into its fourth year.









Hopkins, South Carolina

Historic Harriet Barber House

Population: 3,023 Attendance: 836

Funding support: \$24,969

Value of volunteer hours: \$15,343

Crossroads was shown in the historic Harriet Barber House located on a 42-acre tract of land purchased in 1872 by Samuel Barber, who was a well-digger as a slave, and his wife Harriet. Barber was a farmer and a minister after the Civil War.

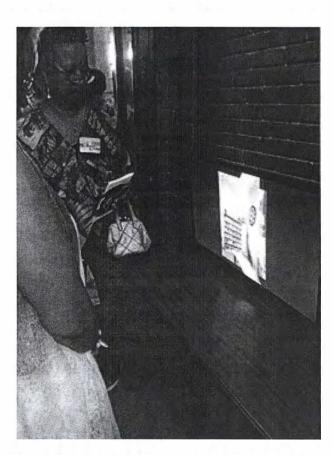
Over 100 people gathered at the exhibition opening for food, music, and to pay historical tribute to the Harriet Barber House. "Front Porch Music" was a popular event using traditional roots music to celebrate local culture and bring people to see *Crossroads*.

They hosted a series of teacher workshops in preparation for the exhibition to engage local teachers.

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Dillon, South Carolina

Dillon County Theatre Association at the Dillon County Courthouse



Population: 1,611

In collaboration with the Dillon County Theatre Association, students in the nearby communities of Lake View and Latta, explored the county's past to gear up for the arrival of *Crossroads*. Nearly 20 young people, guided by educators, researched, interviewed and produced stories. After covering everything from Main Street to sports to agriculture, Lake View High School student stories aired on the school news program Gator TV Morning News. The stories developed by Latta Middle School were shown to the county school board. When *Crossroads* opened at the Dillon County Courthouse, videos produced by both schools were shown to visitors.

"Small towns in South Carolina are the backbone of its rich history." - Student, Latta, South Carolina

Wyoming Humanities

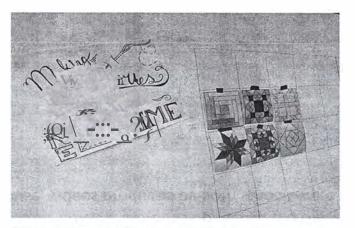
Crossroads has been awesome.... Connection to the land spoke to many with Wyoming having 17 million acres of BLM land. Every community has found a way to make the exhibit meaningful to them. The exhibit made rural folks feel understood and generated wonderful community programs and discussions. Especially for our council, inspired by the Crossroads themes, we have a statewide initiative to create conversations in all communities about change, persistence and identity in Wyoming today. I see this being a topic of ours for a long time.

--Lucas Fralick, Wyoming Humanities

(Right) Rural Wyoming programs in Laramie, WY.

Quilting Bee drew quilters and developed a sense of community and conversation about long held craft customs.

Two branch libraries sponsored a "Photo Challenge," displaying archival photos and encouraged community members to find photo locations and take new ones in the same spot. Side-by side comparisons prompted conversations about changes, acknowledging the past and focusing on the future.







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Cheyenne, Wyoming

Laramie County Library System

Total population of town: 65,132

Number of paid staff: 89

Number of new volunteers: 144

Attendance: 7,421

Local Exhibition: Art at the Wyoming Crossroads

Value of In-kind support: \$55,496

As a sparsely populated state, larger communities are also impacted by what happens in rural areas. Programs focused on rural cultural and historical identity. Local exhibition featured artists who grew up in Laramie county and who have careers in the newly-flourishing creative economy.

Though COVID restricted school tours, extensive media interest in Crossroads raised the visibility of the library. More than 330 people attended the opening celebration-largest ever!

[Crossroads] is successful in making rural history and culture feel personal.... and of/owed the viewers to feel like a distinct and important part of American history and culture.







Stuart, Virginia

Creative Arts Center

Total population of town: 1,675

Number of paid staff: 3

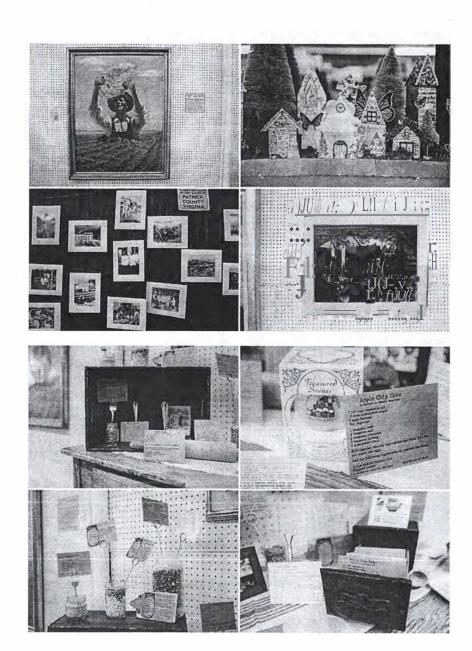
Volunteers: 13 (including 9 new volunteers)

Attendance: 5,619

Total funds raised: \$5,000 (grants)

Local exhibits included a *Tiny Houses*, a collection of tiny houses created by community members who responded to the prompt "what does home or community mean to you" and a photographic display of Patrick County over the past 100 years.

Programs included a hike and talk at Fairy Stone State Park, a Christmas parade, and a documentary screening and discussion of *Up* & *Down These Roads*, a documentary that examines the continuity and change of Patrick County, VA.



Lovingston, Virginia

Nelson County Economic Development and Tourism

Total population of town: 494

Number of paid staff: 3

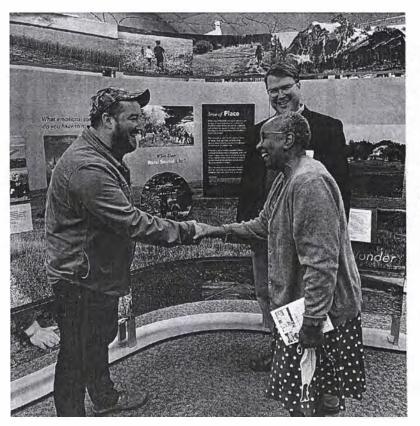
Volunteers: 1

Attendance: 3,488

10 School groups visited (150 students total)

Students made music videos, researched family histories and created storyboards, took photos of rural places and framed them.

Nelson County is updating their comprehensive plan over the next 18 months, and they used *Crossroads* and particularly the Land section to launch discussions about land use and future growth for the county.



I had a local artist stop by my office today - in tears - she was so proud!

She said that the exhibit validated why she lives in a rural area."

--Maureen Kelly, local coordinator for Crossroads in Nelson County

Arthurdale, West Virginia

Arthurdale Heritage

Total population of town: 1,084

Number of paid staff: 2

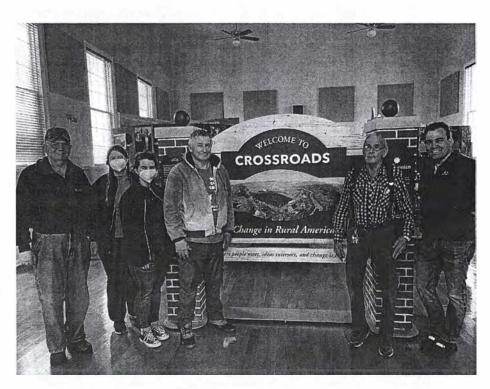
Volunteers: 40

Attendance: 695

Local exhibition showed how rural work and culture transitioned in the area and highlighted how "pride of place" is still a vital part of West

Virginia identity

Arthurdale Heritage formed critical partnerships: working with WV University's Humanities program to develop an honors course on the community and joining with a local community group to provide STEM activities for students



The MoMS exhibition spurred conversations between people of different ages, generations, and backgrounds, especially in the section that talks about persistence. There were many discussions on how we should define this work and what persistence looks like as the practices that will shape our future.

- Darlene Bolyard, Director, Arthurdale Heritage

ow have views of rural merica changed over time?



'Change in Rural America/ exhibit attracts crowds - Farm Week Now (Illinois)
https://farmweeknow.com/story-change-rura lamerica-exhibit-attracts-crowd s-0-186909

'Crossroads: Change in Rural America/ - The Sault News (Michigan) https://www.sooeveningnews.com/news/20190118/crossroads-change-in-rural-america

Smithsonian to Rural Regions: Your Wealth Is In Your Culture - PEW Charitable Trusts https://www.pewtru.sts.org/en/research-and-analysis/blogs/stateline/2019/09/06/smithsonian-to-rural-regions-your-wealth-is-in-your-culture

Smithsonian exhibit visits Voorhees - The Times and Democrat (South Carolina) https://theta.ndd.com/news/local/smithsonian-exhibit-visits-voorhees/artide 7c27cc78-la29-5c93-84af-52d2776b9ade.html

EMCC Scooba library chosen for Smithsonian exhibition - The Meridian Star (Mississippi)

https://www.meridianstar.com/news/local_news/emcc-scooba-library-chosen-for-smithsonian-exhibition/article_958d5fd5-9ad8-5b539_6fb-bd4353d7d474.html

Smithsonian Exhibit About Rural America Makes Tracks to Salem - WBIW.com (Indiana) http://www.wbiw.com/2019/10/17/sm ithsonia n-exhi bit-a bout-rura l-a merica-ma kes-tracks-to-sa lem/

At the Crossroads: Rural communities spotlighted in traveling Smithsonian exhibit
- REMC Magazine (Indiana)

"Museum on Main Street ** comes to Dillsboro

- Vevay Reveille Enterprise & Switzerland County Democrat (Indiana)

Smithsonian exhibit kicks off Indiana tour at Dillsboro library- The Journal Press {Indiana}

Coming to a Crossroads: Traveling Smithsonian exhibit explores six rural communities across Indiana.
- AAA Crossroads Magazine

Smithsonianexhibitsettlesin at Old School- My Journal Courier (Illinois)

https://www.myioumalcourier.com/news/article/Smithsonian-exhibit-settles-in-at-Old-School-13338434.php

Crossroads: Changein Rural America reopensat De Kalb County History Center

- Daily Chronicle (Illinois)

https://www.daily-chronicle.com/2019/07/09/ crossroads-change-in-rura la merica-reopens-at-deka lb-county-history-center/ah4xg03/

Smithsonian'Crossroads'exhibiton tourin Illinois- AgriNews (Illinois)

http://www.agrinews-pubs.com/news/smithsonian-crossroads-exhibit-on-tour-in-illinois/article 2410ab9b-77d8-50e9-a991-3ff4lb9a59ea.html

SCArtistrepresentsstate's rural landscape in Smithsonian exhibit- The State (South Carolina)

https://www.thestate.com/entertainment/article221835760.html

Grandopeningfor SmithsonianexhibitSaturday- The Monroe News (Michigan)

https://www.monroenews.com/news/20190905/grand-opening-for-smithsonian-exhibit-saturday

RuralAmericaat a Crossroads:Smithsoniantravelingexhibitopens at Atlanta Museum

- The Herald News (Illinois)

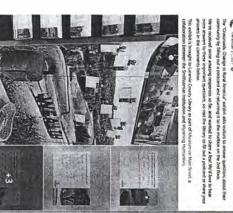
http://newhera Id.news/rura I-a merica-at-a-crossroad s-sm ithson ia n-trave I ng-exh ibit-o pens-at-atla n-p8567-103. htm

Smithsonianexhibitopens at the Atlanta Museum-The Courier (Illinois)

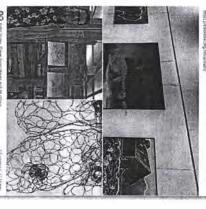
https://www.lincolncourier.com/news/20190129/smithsonian-exhibit-opens-at-atlanta-museum

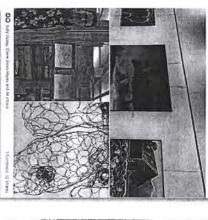
Indiana Humanities Crossroads review video

https://www.youtube.com/watch?v=iUyKdJ 123 r8











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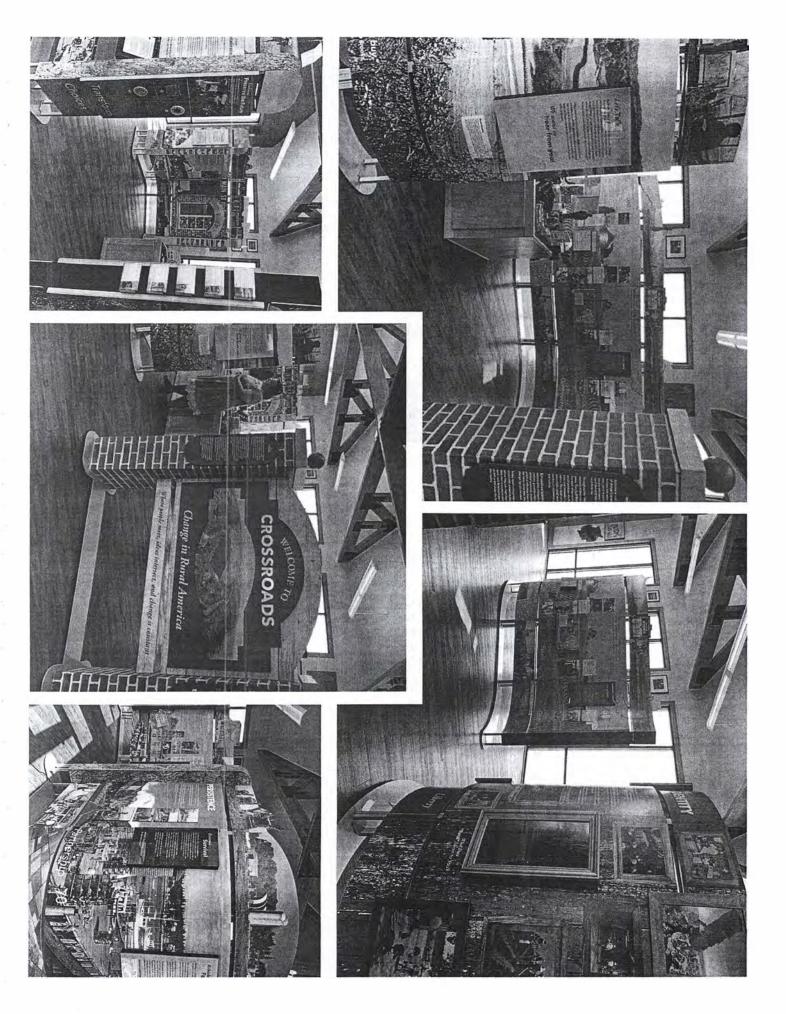
When many hear the phrase "rural America/" we have more assumptions than facts. There is so much more to the story of rural America. From our @sitesExhibits and @MuseumOnMainSt, #RuralCrossroads invites us to explore change in rural America.

-Tweet by Lonnie G. Bunch 111, Secretary, Smithsonian





Sample Smithsonian Twitter Coverage



Staff Summary Report

MEETING DATE:

1/25/2024

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 current!v has \$70,000. And the electric dept maintenance line item 501-501-46100 which current!v 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



Salem, MO

Quote# QSAL102723

SOW#

PO# Erin Scalph

100 Industrial Dr Fredericksburg, VA 22408

Toll Free: 1-833-NEXGRID

Date: October 27,_2023

Item Part Number	Description	QIY	UnitPrice E	xtended Price
Communication Infrastructure				
1 ecoNet Pro	ecoNet Communication Gateway, WiFi and ZigBee	12	\$688.85	\$8,266.20
			Subtotal:	\$8,266.20
		Final Syst	tem Cost:	\$8,266.20
Геrms				
All NJ?CgridprqductS in61ude sl2 Y,ar 117 price uOte4 above are,applical ;_ustoF/lec shall re.sponsibl¢ fo_all	lances. Service tiours and;custt;> aryex penses will b/billed as incurred on a rijohtilly basis. licritied Warra'nfy, il at ';', h,rd ware carries manufactUfe tand rd-WarrantVt be to a fix11. ble Qhi to a fix11. ble nortic lable e Purchase Order received within . Effetiv:f-eriod for the standard and c St mary trale, related expenses and r diem: er unknown governr_lent or t(ansportation charge is the respoisibility, of the c t9mer , quo'es		Customer	
ignature			Signature	
Erin Scalph				
lame			Name	
10/27/2023			191	
ate			Date	
ate	End of Quotation		Date	

Nexgrid® Technology Solutions

ecoNet TMSL

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 (RJ4S), ZigBee(802.15.4) and Wi-Fi (802.IIN). 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

101100 Base I, half/full duplex. Rate auto negotialed (IEEE 802.3 compliant) Interface Wi-Fi (IEEE 802.1 t N compliant) and Zig Bee (IEEE 802.15.4 compliant)

95 - 264 VAC 50/60 Hz Input Power

Wi-Fi 2 GHz or 5 GHz. 100Mb & Zig Bee 240 Kbps Wireless Signal Rate

Wi-Fi 20 and 40.MHZ, 802.15.4 5 MHZ Channel Width

118 miles/hr. (190 lm/hr.) Wind Survival Power Consumplion 7.5 Watts maximum

170 x 54.8 x 170 mm (6.69" x 2.16" x 6.69") Mechanical Dimensions

.69 Kg Weight

AES. DES support "NIST FIPS 140-2 Encryption

ZiaBee Mesh Rouling

Safety Standard Compliance

SWX-M5B. SWX-M2B FCC IDs

Wi-Fi OFDM, ZigBee OQPSK Modulation Type

-25 C to +70 C Temperature

Humidity

Casing Polycarbonate UL 94-V0

NEMA twist lock plug connection ANSI C136. IO Mounting Type

ENSO 178, Category III

Internal super capacitors provide one minute of sustained power during outages Internal Power

Adjustable from 10 dB to 28 dB

SMA-TYPE Male Antenna Connector

'optional

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



Streetlight photocell mount

Standards-based communication

Dynamic provisioning & self healing

MESH network

Provides full security including AES

support

nstallation. No tools required

the-air (OTA) enabled firm-

ware update support

MESH Wireless technology pro-

vides ubiquitous coverage

Real-time monitoring and control of

n/off schedule and voltage/

current monitoring

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

Staff Summary Report

MEETING DATE:

1/25/2024

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, and a Kyocera FS-C8525MFP copier with 2 yellow, 3 cyan, and 3 magenta toner cartridges.

FISCAi:- IMPACT,

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

SUPPORT DOCUMENTS:

Included in summary

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

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

VIN

Created

: 2003 Chevrolet S10 - Pickup 2.2 L 134 CID L4

Tag/State

: /MO

: 1GCCS14H538235190

Fleet #/Driver :

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

Odometer In

: 89927

EriCe

Code[[ech*

Description

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!.l!litE!:ke

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		
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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.

Phone:

401 E TRUMAN SALEM, MO 65560

Vehicle

: 2014 Ford F450 Super Duty 11/2 Ton Truck VIO, 6.BL (415 cle}/State

Fleet #/Driver:

VIN

: 1FDUF4GY2EEA86694

Odometer In

: 37956

· /MO

Created

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

1.!.nit.EdCe

Code[lech*

Description

Coru:!ition

Estimate PAYMENT \$0.00 \$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	
	9	

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 DE	PT.			Phone:
SALEM, I	MO 65560				
Vehicle	: 2008 Ford F150 :	1/2 Ton - Pickup 4.6 L 281 CID VS SOHC	Tag/State	: /MO	
VIN	: 1FTRF14W08KB5	4010			
Fleet #/Driv	er :		Odometer In	: 157839	
Created	: 11/16/2023 11:23	3:43 AM CST			
Code/	Tech*	Description	ConditioD.	J/nit.EJ:k:e	£file
				Estimate	\$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 _____

PAYMENT

BALANCE DUE

\$0.00

\$0.00

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

Page:1	Estimate #155	12/11/2023 9:37:05 AM CST
Phone:		CITY OF SALEM- ELECTRIC
Tag/State	ipel Duty V3, 6.7L (409 CID)	
Odometer In : 59858	Odometer In	VIN : 1FDUF5HT1BEA09366 Fleet #/Driver : Created : 12/8/2023 9:43:09 AM CST
COIIi!WQO. !JoltedCe Erice	Description Collinwoo.	Code/Tech* De
Estimate \$0.00		
PAYMENT \$0.00		
BALANCE DUE \$0.00	BALANCE DUE	

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.

Staff Summary Report

MEETING DATE: January 25, 2024

AGENDA ITEM: New and Miscellaneous Business

AGENDA TITLE: Service Line 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 X 12 months = \$21.60/year X 46 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

\$1.80 X 12 months = \$25.44/year X 98 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, and again at their January 10, 2024 meeting and revised their recommendation to the Board of Aldermen for participating in the ServLine Program at the \$2,500 coverage level for both water and sewer and to not make participation mandatory. 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.

In addition, based upon a question from one of the Aldermen, I asked if it were mandatory for the city to participate in both water and sewer line coverage since we already have a policy in place to reduce additional sewer charges back to an average monthly amount once proof that the leak had been fixed is provided. HomeServe responded that we are able to choose only the water line protection program and continue using our current sewer charge policy and that most cities choose to proceed in this way.

A contract will follow once the mandatory/not and coverage levels are determined and relayed back to HomeServe. Dependent upon timelines to get the final contract approved, implementation could be with the January 15-February 15 bill which will go to customers the first week of March.

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 \$2,500 per occurrence for water bills only due to leaks, through the ServLine Program per the Utility Committee's and Staff'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 MillionRepairs performed in the past three years



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



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.



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-inclass 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.



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





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 HELD HELD DESCRIPTION

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



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





- 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?



7 years proven track record of customer & utility satisfaction



96-97% average custom er participation nationw ide; usually increases over tim e



Endorsed by the National RuralW ater Association & 21 State RuralW ater

Associations

Kenny Baird, General Manager, La Follette Utilities

"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."

Tom m y Fannin, CFO, O coee U tility D istrict (TN)

"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!"

Sherry W alker, O ffice M anager, Dade County W ater Authority

(GA)

"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



7

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





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/commodes, 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 SERVLINE 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

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

Commercial	Commercial
Single-Occupancy	Multiple-Occupancy
\$ 4.70	\$ 9.40 \$ 11.20
-	





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

SERVLINE LEAK PROTECTION PROGRAM (LPP)

BENEFIT FREQUENCY No Written Leak Adjustment Policy No Billing Cycle Allowance Stated 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
No Written Leak Adjustment Policy

BENEFIT QUALIFIER 2X Average Bill

ADDITIONAL COVERED BENEFITS No Benefit Exceptions

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.
- 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

Customer Schedule Reporting Conditions 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
 - o 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

Customer Schedule Reporting Conditions 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
 - o 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.

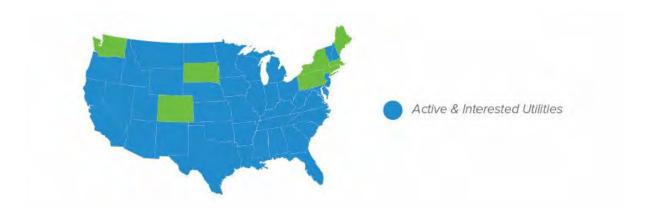
DISCLAIMER

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 25, 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 the 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.
- <u>C.</u> 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 witch 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

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

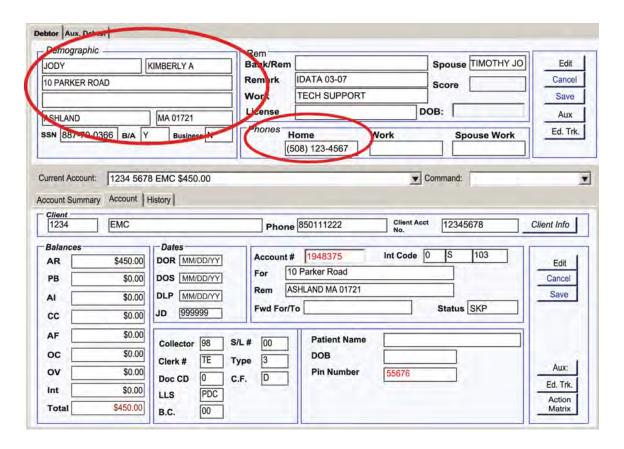
ONLINE is unique in the collections industry because we have proprietary capabilities, developed from [years of experience working in just three industries: utilities, property management and healthcare. As a result of providing point of application ID verification and risk assessment solutions, as well 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:



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



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



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 skiptracing 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:

ONLINE Collections

- 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 cuttingedge 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 evidence 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 25th DAY OF JANUARY 2024.

APPROVED:	ATTEST:
Greg	Tammy Koller
Parker	City Clerk
Mayor	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

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, <u>www.consumerfinance.gov/learnmore</u>, 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. 1681 | Section 629 15 U.S.C. 1681 |

Staff Summary Report

MEETING DATE:

1/25/2024

AGENDA ITEM:

Airport Fuel

AGENDA TITLE:

Discussion on purchase of fuel for the Salem Municipal Airport

ACTION REQUESTED BY:

Public Works Director

ACTION REQUESTED:

Board approval for purchase of airplane fuel

SUMMARY BY:

Mark Nash

PROJECT DESCRIPTION/ FACTS

The airport sells airplane fuel to local pilots and pilots who are flying in or through Salem.

PROCUREMENT

There were bids solicited but only two (2) responses. Bid one(1) was for 2500 gallons at a price of \$4.159 for a total of \$10,397.50 and it was from Naegler Transport. Daniel Salyer sent an e-mail and said his supplier is out of airplane fuel right now

FISCAL IMPACTS

The City of Salem has \$25,000.00 budgeted for airplane fuel.

SUPPORT DOCUMENTS:

Included in summary

Ask The Board of Alderman to accept the bid from Naegler Transport for \$10,397.50.

Street

From:

Naegler Transport < naeglertransport@live.com >

Sent:

Wednesday, January 17, 2024 4:16 PM

To:

Street; naegleroil@sbcglobal.net

Subject:

AvGas 100LL price for Salem Municipal Airport 1/17/2024

Mr. Young@ city of Salem MO.

Good afternoon, per our conversation recently in regards to the order of up to 2500 gallons of 100LL AvGas delivered to the Salem Municipal Airport. Your cost per gallon is \$4.159 (valid thru 1/22/2024 load date) the prices vary weekly. Please let us know if you have any questions. We look forward to working with you and providing excellent service for all of your fueling needs.

Thank you, Mike Williams Naegler Transport 417 699 1509 \$10,397.50 estimated

This communication and the information transmitted is intended solely for the individual or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of or taking action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you have received this email in error please contact the sender immediately and delete the material from any computer. As a recipient of this email, you are responsible for screening its contents and the contents of any attachments for the presence of viruses. The organization sending this communication and its affiliates accept no liability for any damages caused by any virus transmitted by this email.

Street

From:

Daniel Salyer <daniel@philmartsalem.com>

Sent:

Thursday, January 18, 2024 8:47 AM

To:

Street

Subject:

Aviation Fuel Bid

My supplier is out of aviation fuel until next week. They can generate a quote when it arrives. Would you like me to try and get one at that time?

Daniel Salyer Phil-Mart L.L.C. 573.729.6604 <u>I</u>573.247.3489 <u>fdanief@philmartsalem.com</u> 500 S. Main Street Salem, MO 65560

Staff Summary Report

MEETING DATE: January 25, 2024

AGENDA ITEM: New and Miscellaneous Business

AGENDA TITLE: Parks and Recreation Vehicle Bid Approval

ACTION REQUESTED BY: Melissa DuBois

ACTION REQUESTED: Budget Adjustment 210-501-75100 (Work Truck) from Prior

year Fund Balance

SUMMARY BY: Melissa DuBois

PROJECT DESCRIPTION / FACTS

The Parks and Recreation Department and Board of Alderman approved the 2023-24 Budget for a Parks and Recreation Work truck with \$35,000 allocated for purchase. This truck will be replacing a 2002 Dodge Ram Single Cab long bed truck with 138,413 mile (second motor in truck) that has some major mechanical issues. The 2002 Dodge is in current need of a new rear end, replacement of a dead cylinder in the engine, rusted body, and deteriorating interior. This 2002 Dodge truck was acquired from a department within the city many years ago and reallocated to the Parks and Recreation Department. Chief Chase and I have been working to locate a work truck for the Department. Chief Chase sent bid specification to two State Bid Dealers: Behlman Dodge in Troy, MO and Twin City Toyota in Festus, MO. No trucks were located to fit our needs and budget. I am requesting a budget adjustment to purchase 2022 Ford F250 Single cab Long Bed Prior Salvage with 6,900 miles from 44 Motorsports in St. James. MO. With an extended warranty for \$42,689. Chief Chase and I have driven and inspected the 2022 Ford F250 and believe it to be a great addition to the Parks and Recreation Department for upkeep and maintenance to our parks and park properties, i.e., hauling water to all new trees and landscaping within the park and downtown planters, trash removal, hauling equipment, and park maintenance.

PROCUREMENT

As stated above Chief Chase sent bid specifications to two State Bid Dealerships: Behlman Dodge in Troy, MO and Twin City Toyota in Festus, MO. Per Section VIII of the City of Salem Purchase Policy. No trucks were located to fit Parks and Recreation needs and budget. Moved forward and created a Bid Packet with specifications we needed for Parks and Recreation Work Truck and advertised on salemmo.com website along with The Salem News from 1-10-24 through 1-16-24. Bid packets were opened on 1-16-24 at 3:15p.m. with only one bid submitted by 44 Motorsports of St. James, MO. Information was present to the Parks and Recreation board on 1-17-24 for a \$7,689 Budget Adjustment and 2022 Ford F250 for purchase. Luke Heithold made a motion to approve \$7,689 Budget Adjustment with Stacy Jones seconding with a unanimous vote of approval from all 7 members of the Parks and Recreation Board.

FISCAL IMPACTS

The Parks and Recreation Board and Board of Alderman approved the 2023-24 Budget for Parks and Recreation with \$35,000 allocated for purchasing a Work Truck. We currently have \$500,063 in our previous year's fund balance. We are requesting \$7,689 be reallocated from our prior years fund balance to 210-501-75100 (Work Truck).

SUPPORT DOCUMENTS: Bid Packet from 44 Motorsports St. James, MO

Parks and Recreation Board meeting minutes from 1-17-24

DEPARTMENT'S RECOMMENDED MOTION: to approve a \$7,689 Budget Adjustment from the prior year's fund balance to line item 210-501-75100 (Work Truck).

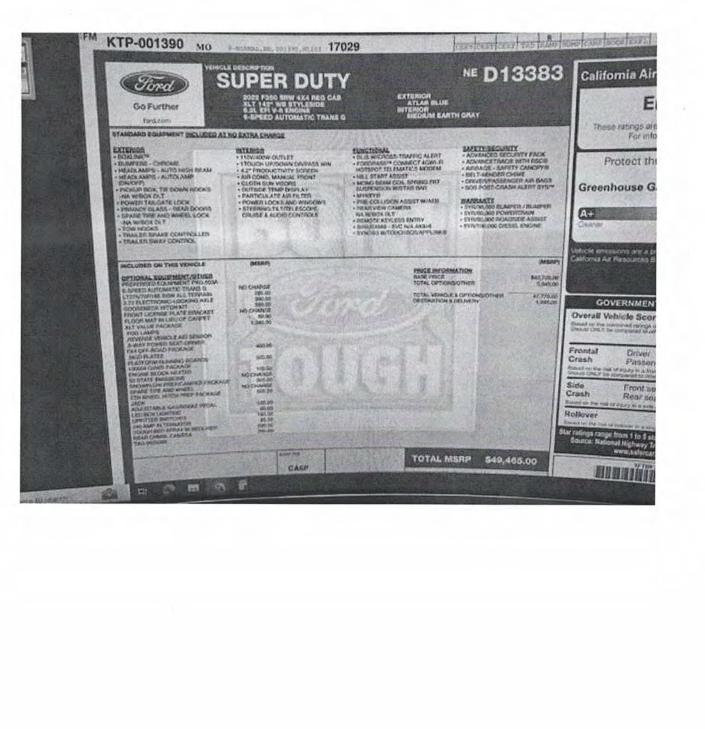
CITY OF SALEM VENDOR AND BID LIST INFORMATION

Date: 1-11-2024	
Company Name: 44 Mo tor Sports	
Address: 717 N. Meremac ST	
City: Saint James State: Missouri	_ Zip Code: <u>6.5559</u>
CONTACT PERSON FOR BID:	
Printed Name Jimny Brakefield	
Email Reakefiew 480 gmail. com Phone (573)	247-9542
Signature of Owner/Representative (Signature)	(Print Name)

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

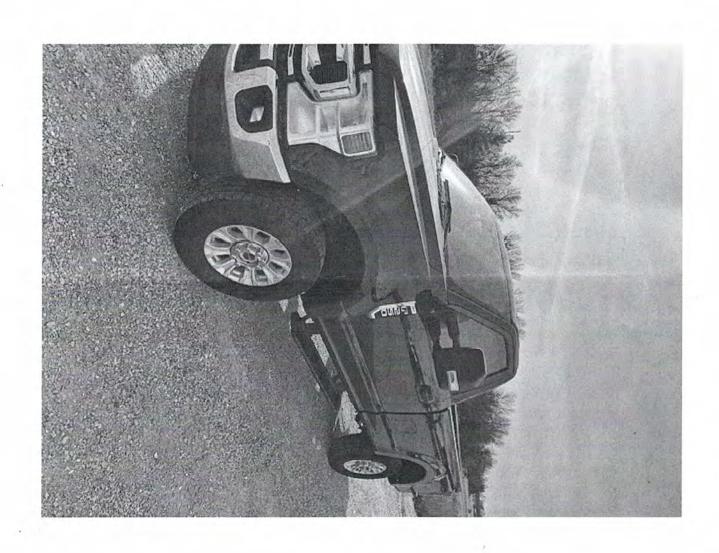


- 2022 Blue Ford F250 Single cab Long Bed Prior Salvage
- 48 Month/125,000 Mile Warranty from Freedom Warranty
- Price of Truck with the warranty is \$42,689
- Mileage of the truck is 6,900
- Spray in bed liner with 5th wheel ball
- Backup camera
- Tow and Plow Package
- 6.2L V8
- 4x4 Automatic

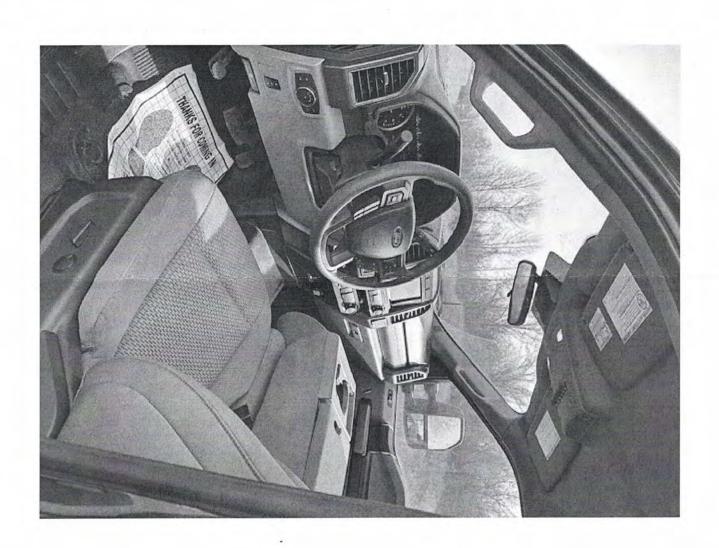


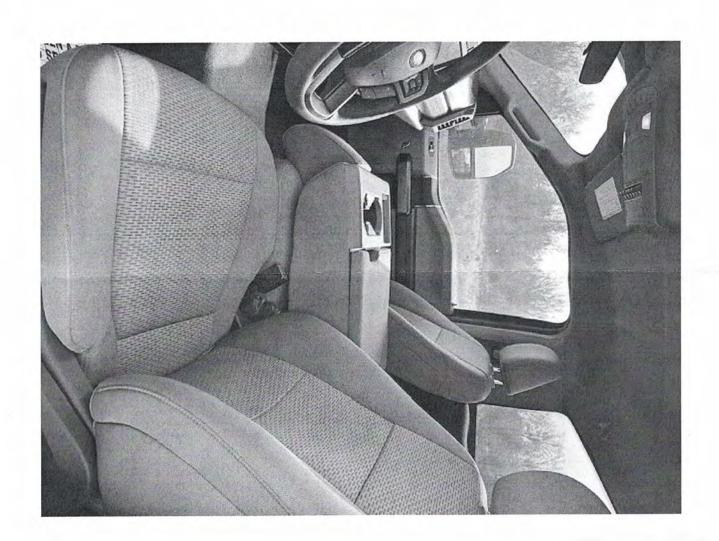














January 17, 2024 Minutes of The City of Salem Park Board Meeting

5:30 pm-Carlos Lopez called the meeting to order.

Roll Call was taken:

Present: Park Board members, Angie Curley, Carlos Lopez, Kristy Bermudez Rushing, Luke Heithold, Caleb Shepherd, Crystal Pilkington, Stacy Jones.

Also, in attendance, Melissa Parks, Recreation Director, Stan Podorski, KSMO Radio/Your World Today. Sally Burbridge, City Administrator, John Whelan, Alderman and Kala Sisco, Alderwoman.

Jered Jackson, R4 School JAG Rep., along with several students and adults were present.

Minutes were read and Crystal made a motion to approve, Angie seconded, and all agreed, 7-0 yes.

Madison Flores and James Combs, students spoke about the danger of smoking cigarettes and electronic smoking devices, especially in the City Park and Recreation areas.

Sally Burbridge presented the City of Salem Smoke Free Communities (Parks) Ordinance. The board discussed being in support of being smoke free for the park and rec areas and reviewed the ordinance. After discussion, Crystal made a motion to recommend to the alderman to adopt, Caleb seconded, and all agreed 7-0 to support.

Melissa gave an update on the youth sports programs, the civic theater, the Al Brown lighting project, and light up the park for 2023.

Melissa presented information about a used truck that had been approved in last year's budget to buy. It was budgeted for \$35,000. Nothing was purchased at that time. Bids were recently taken and only one bid was submitted from 44 Motor Sports, St. James, Mo for \$42,689.00. This is a 2022 Ford F250 Single Cab Long Bed with a Prior Salvage title. Discussion held and a budget adjustment would need to be voted on for the extra \$7,689.00 to purchase. Luke made a motion to make the budget adjustment, Stacy seconded, and all agreed 7-0.

Melissa discussed the Tennis Courts. They are in terrible shape and discussion was held on repairs and costs. The board will discuss this at another meeting along with a 5-year Park plan.

The board reviewed the budget report and Sally gave an update on the sales tax revenues.

No further discussion at this time, Crystal made a motion to adjourn the meeting, Caleb seconded, and all agreed 7-0.

Staff Summary Report

MEETING DATE: 01/25/2024

AGENDA ITEM:

AGENDA TITLE:

ACTION REQUESTED BY: Stacey Houston

ACTION REQUESTED: Approve Meramec Regional Planning Commission to provide

technical assistance for the CDBG Environmental Review

SUMMARY BY: Stacey Houston

PROJECT DESCRIPTION / FACTS

With the Wastewater Treatment Plant Phase 2b upgrades, the City will be applying for a CDBG Grant. A requirement for applying for the CDBG Grant is that the City has an Environmental Review done. It is also a requirement for the Clean Water State Revolving Fund (CWSRF) that we are working on to secure funding.

PROCUREMENT

This City has a master contract with MRPC. MRPC has done all recent CDBG Grant work for the City and is very familiar with what the CDBG requirements are to complete this review.

FISCAL IMPACTS

\$5,500.00 will hit the Sewer special services account 520-501-50700. We have \$45,000 left in that budget line. This was not an expense we were expecting, so it could cause this budget line to go over.

SUPPORT DOCUMENTS: Technical Assistance Contract between MRPC and the City

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the contract between Meramec Regional Planning Commission and the City.

RESOLUTION NO. 2-2024

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

WHEREAS, the City of Salem, Missouri has requested MRPC to provide technical assistance to include but not limited to, the completion of an Environmental Review Record covering improvements to the municipal water system as described in Attachment A attached hereto.

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

Section 1.

That the Mayor be and is hereby authorized to execute an agreement between Meramec Regional Planning Commission and the City of Salem, Missouri.

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 25th DAY OF JANUARY 2024.

APPROVED:

ATTEST:

Greg
Parker
City Clerk
Mayor
APPROVAL AS TO FORM:

James K. Weber City Attorney

TECHNICAL ASSISTANCE CONTRACT

by and between

THE MERAMEC REGIONAL PLANNING COMMISSION

and

CITY OF SALEM

his Agreement is made and entered into on the day of January, 2024, by and between
Meramec Regional Planning Commission, #4 Industrial Drive, St. James, Missouri 65559, hereinafter referred
as "MRPC" and the City of Salem, hereinafter referred to as "Client."
he Client has requested MRPC to provide technical assistance as follows:
a. Community Development Block Grant (CDBG);
b. Missouri Department of Natural Resources District Grant (DNR Grant);
c. U.S. Department of Transportation Grant (U.S. DOT Grant);
d. U.S Economic Development Administration Grant (EDA Grant);
e. Missouri Department of Economic Development Grant (ED) Grant;
f. Missouri Department of Economic Development Action Fund Loan (MDED Loan);
X g. Other: CDBG Environmental Review
uch technical assistance, may be referred to herein as the "Project."

Now, therefore, in consideration of each of the agreements contained herein, the parties agree as follows:

1. Services to Client: MRPC shall provide the services of one or more of its employees to the Client for purposes of completing technical assistance for the above described agency or organization herein above. Technical assistance shall include, but is not limited to, the completion of and Environmental Review Record covering improvements to the municipal water system.

Scope of Services include:

- 1. Staff will produce a Statutory Checklist for the client for the proposed project(s) and will comply with all environmental regulations, procedures, and HUD guidelines.
- 2. Staff will serve as a liaison between the organization and other involved parties to ensure that the project is carried out in a timely and efficient manner.

- 3. Staff will be responsible for all follow-up work and documentation related to the HUD environmental review process to achieve an approval of the Statutory Checklist by CDBG.
- **2.** Client to Supply Data and Records as requested by MRPC: The Client agrees to appoint a single point of contact to work with MRPC, and the Client agrees to supply MRPC with all required capital improvements, work items, financial, demographic, statistical and other data and information requested or required by MRPC.
- **3. Independent Contractor:** Both the Client and MRPC agree that MRPC and its employees and representatives will act as independent contractors in the performance of its duties under this agreement. Neither MRPC nor the Client shall have the authority to obligate or bind the other without the express written consent of the other party.
- **4. Confidential Information:** MRPC agrees that any information received by MRPC and its employees and representatives during the term of this agreement, and at any time thereafter, concerning the personal, financial or other affairs of a private individual or business will be treated by MRPC in full confidence and will not be revealed to any other person, firm or corporation without the express consent of the Client, or where otherwise required by law, regulation, legal process or the state's Open Meetings Law.
- 5. Client to Hold Harmless MRPC: The Client will hold harmless MRPC and the agents, employees, and representatives of MRPC from all liability and claims of liability arising out of or incident to MRPC's performance of its obligations under this agreement, excepting MRPC's negligence or intentional misconduct. The Client further warrants and agrees that all data and information provided to MRPC in conjunction with the technical assistance, and in conjunction with MRPC's performance of its obligations hereunder, is true and correct, and MRPC, its agents and representatives and the agency herein above described may rely upon its accuracy for purposes of the project and throughout the completion of said project. Client releases and fully discharges MRPC and its employees and representatives from any and all liability or claims of liability arising out of or incident to the compilation of such information and data and the processing and analysis thereof. Client acknowledges that the decision to proceed with the technical assistance and services to be provided under this agreement have been the sole and exclusive decision of the Client, and the Client releases MRPC and its employees and representatives from all liability or claims of liability in the event of disapproval of the project or revocation thereof for reasons relating to the Client.
- **6. Time of Performance:** MRPC shall promptly proceed with its obligations under this agreement and use reasonable efforts to complete same within a reasonable time. Client acknowledges and agrees, however, that MRPC shall not be bound by time limitations specified by the Client or imposed by the Client's agreements with third parties. No performance bond shall be required of MRPC.

- **7. Consideration.** In consideration for the services provided by MRPC hereunder the Client agrees to pay MRPC \$5,500.00. MRPC shall periodically invoice the Client for fees and expenses as same are incurred in a timely manner. In the event that MRPC is called upon to provide other and additional services to those required for the environmental review, as the case may be, such services will be paid for by the Client at MRPC's then current hourly rates for the services provided. If the project crosses fiscal years, new hourly rates adopted by the MRPC board at the beginning of the new fiscal year will apply to the project.
- **8. Termination of Agreement.** This agreement will terminate upon the completion of the project as herein above identified; except that either MRPC or the Client may terminate this contract prior to completion of the project, without cause by giving the other party not less than thirty (30) days written notice thereof. In the event of termination prior to completion of the project, the Client shall pay the cost of services rendered by MRPC, and expenses incurred in the performance of this agreement to the effective date of termination.
- 9. Equal Employment Opportunity. MRPC and Client agree that during the performance of this agreement, neither shall discriminate against any employee who is employed in the project covered by this agreement, or discriminate against any applicant for employment on account of the project, due to race, color, religion, sex, age, handicap, or national origin. MRPC and Client would take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, religious affiliation, sex, age, handicap, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. MRPC and Client agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Client setting forth the provisions of this non-discrimination clause.

MRPC and Client will, in all solicitation or advertisements for employees placed by or on behalf of MRPC, state that all qualified applicants will receive consideration for employment without regard to race, color, religious affiliation, sex, handicap, or national origin.

MRPC and Client will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

10. Compliance with Applicable Law and Regulation. In MRPC's performance of this agreement, and in the Client's performance of its obligations and responsibilities under the project, each party shall comply with all applicable laws and regulations, and each party hereto shall supply the other, where necessary or applicable, with information and data for compliance with such applicable law and regulation, including but not limited to the following:

- **a.**) **Equal Employment Opportunity.** In addition to Section 9 above, the client and MRPC during the performance of this contract, agree as follows:
 - i.) The client and MRPC will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - ii.) The client and MRPC will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
 - iii.) In the event of the client or MRPC's noncompliance with the non-discrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the client or MRPC may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - iv.) The client and MRPC will include the provisions of paragraphs (i) through (iv) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The client and MRPC will take such action with respect to any subcontract or purchase order directed by the Secretary of Labor, as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the client or MRPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the client or MRPC may request the United States Government to enter into such litigation to protect the interests of the United States.
- **b.**) **Civil Rights Act of 1964.** Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

- c.) Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, familial status or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.
- **d.**) **Section 503 of Rehabilitation Act of 1973**, as amended, provides for the nondiscrimination in contractor employment. All recipients of Federal funds, who are subject to Section 503, must certify to the following through all contracts issued:

Affirmative Action for Handicapped Workers:

- i) MRPC will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. MRPC agrees to take affirmative action to employ, advance in employment and to otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
- ii) MRPC agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii) In the event of the MRPC noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv) MRPC agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state MRPC's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- v) The MRPC will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that MRPC is bound by terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

- vi) MRPC will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. MRPC will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.
- e.) Section 504 of the Rehabilitation Act of 1973, as amended, provides for nondiscrimination of an otherwise qualified individual solely on the basis of his/her handicap in benefiting from any program or activity receiving Federal financial assistance. All recipients of federal funds, who are subject to Section 504, must certify to compliance with all provisions of this Section.
- **f.**) **Age Discrimination Act of 1975**. No person in the United States, on the basis of age, be excluded from participation in, be denied benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
- g.) Interest of MRPC and Employees. MRPC covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. MRPC further covenants that, in the performance of this Contract, no person having any such interest shall be employed.
- h.) Section 3 of the Housing and Urban Development Act of 1968, as amended, provides that, to the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower-income residents of the unit of local government or the metropolitan area (or non-metropolitan county) in which the project is located; contract work in connection with such projects shall be awarded to business concerns which are owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project, employ Section 3 residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons.
- i.) Illegal Immigrants, both the Client and MRPC understand and accept responsibility under the Revised Statutes of Missouri (RSMo) Sections 285.525 through 285.555 (illegal immigrants) to ensure that "no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri." Client and MRPC further certify that any contract awarded by them, related to this agreement,

will require the contracted business entity to comply with the references mentioned above. Both the Client and MRPC understand that failure to comply with this requirement will subject them to the penalties described in the references mentioned above.

11. Incorporation of Certain Provisions in Contract Documents. The parties agree that where applicable, provisions of this agreement relating to Executive Orders 11246 and 12086, and the required notice and disclosure provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, will be incorporated in all contracts necessary to complete the project. Unless specifically exempted by the rules or regulations or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 and 12086, the Parties, where applicable, will cause the notice and disclosure provisions of such Executive Orders to be contained in all contracts binding subcontractors and vendors for the project. MRPC will take such action with respect to any subcontract or vendor contract as may be directed by the Secretary of Labor, as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event MRPC becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, MRPC may request the United States to enter into such litigation to protect the interests of the United States.

The Client acknowledges that compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and the regulations issued under 24 C.F.R. Part 135, and all applicable rules and orders of the Department of Housing and Urban Development shall be a condition of federal financial assistance provided to the project, where applicable, and binding upon the Client and recipient of any such assistance. Client further acknowledges that failure to fulfill the requirements of 24 C.F.R. Part 1 through 5 shall subject the Client and any recipient of assistance, together with contractors, subcontractors, and vendors, to sanctions specified in any applicable grant or loan agreement or other contract through which federal assistance is provided, and to those sanctions which are specifically enumerated in 24 C.F.R. Part 1 through 5. Client acknowledges that neither MRPC nor the Client may contract or subcontract with any party where it has notice or knowledge that the party has been found in violation of the regulations issued under 24 C.F.R. Part 1 through 5, and neither MRPC nor the Client may approve any contract or subcontract unless the party thereto has provided MRPC and the Client, as the case may be, with a preliminary statement of ability to comply with the requirements of the regulations issued under 24 C.F.R. Part 1 through 5.

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

- **13. Authority to Enter into Agreement Binding Affect.** Both MRPC and the Client have been duly authorized to enter into this agreement by their respective governing body or board, as the case may be, and this agreement is a binding obligation on the parties hereto and may be enforced in accordance with its terms.
- **14. Enforcement Costs of Collection.** In the event Client should default in the payment of any sum due hereunder or in the performance of any obligation on its part to be performed, and in the event MRPC should retain or engage an attorney or attorneys to collect or enforce or protect its interest with respect to this agreement, the Client shall pay all costs and expenses of such collection, enforcement, or protection, including reasonable attorney's fees.
- **15. Governing Law.** This agreement shall be governed by and constructed in accordance with the law of the State of Missouri, and where applicable, in accordance with federal law and regulation.
- **16. Notices.** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by prepaid United States registered or certified mail, with return receipt requested, addressed, as the case may be, to MRPC at #4 Industrial Dr., St. James, Missouri 65559; and to Client at City of Salem, Attn: Greg Parker, Mayor, 400 N. Iron Street, Salem, Missouri 65560; or to such address as any party shall designate to the other from time to time in writing forward in like manner.
- **17. Captions.** The captions of various sections and paragraphs of this agreement have been inserted only for the purpose of convenience, and such captions are not a part of this agreement and shall not be deemed in any manner to modify, explain, enlarge, or restrict the provisions of this agreement.
- **18. Amendments.** No amendment, modification, termination, or waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the parties hereto.
- **19. Severability of Provisions.** Any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this agreement of affecting the validity or enforceability of such provision in any other jurisdiction.

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

	MERAMEC REGIONAL PLANNING COM	MISSION
(seal)		
	By:	
	Date:	
	CITY OF SALEM	
	By:	
	Date:	

Staff Summary Report

MEETING DATE: 01/25/2024

AGENDA ITEM:

AGENDA TITLE:

ACTION REQUESTED BY: Stacey Houston

ACTION REQUESTED: Approve Mayor Parker to sign the attached Financial

Assistance Agreement and the General Terms and Conditions documents for the Lead Service Line Inventory Project-Full

Grant Award

SUMMARY BY: Stacey Houston

PROJECT DESCRIPTION / FACTS

The City has been awarded a \$150,000.00 grant along with the City's \$30,000 matching funds to go towards the project to meet EPA's mandate for an "initial inventory" of lead service lines in the city. The City is expected to perform this initial inventory and submit a database to MDNR by October 16, 2024. The scope of this project will consist of:

- Review available records to determine likelihood of lead presence for all connections.
- Physical Inspection may include observing the meter pit, customer service line entry point, excavate and expose the service line for inspection.
- Service line material information will be compiled and entered into the City's Diamond Maps GIS database.
- Submission of the Lead Service line Inventory spreadsheet to MDNR by October 16, 2024, or sooner.

PROCUREMENT

FISCAL IMPACTS

The grant award amount is \$150,000 to go towards approved costs for the project. The revenues have been budgeted in 2023-24 fiscal year (GL# 512-45000).

The City's 20% match of \$30,000 has been budgeted in 2023-24 fiscal year. (GL# 512-501-70389).

Not all of these costs will occur in FY 23-24, so part of these revenues/expenditures will need to be carried over to FY 24-25.

SUPPORT DOCUMENTS: Financial Assistance Agreement and the General Terms &

Conditions document.

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



MISSOURI DEPARTMENT OF NATURAL RESOURCES

FINANCIAL ASSISTANCE AGREEMENT

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

RECIPIENT INFOR	MATI	NC										
RECIPIENT NAME City O	f Sale	em						729 521	PHONE NUMBER	R WITH ARE	EA CODE	
ADDRESS 400 North Iron Street						CITY	(0,0)	720 021		STATE	ZIP CODE	
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I am at least 18 years old, and certify I am duly authorized to accept t understands and agrees it is a condition precedent to receive reimbu terms and conditions of this award stated above and attached hereto presented in proper form.	rsement that recipient comply with a	nd is not in breach or default of all
RECIPIENT ORGANIZATION AUTHORIZED OFFICIAL NAME AND TITLE (TYPED) Greg Parker Mayor	SIGNATURE	DATE
DEPARTMENT OF NATURAL RESOURCES DIRECTOR OR DESIGNEE NAME (TYPED) Darcy Bybee	SIGNATURE	DATE
780-2664 (04/23)		

Instructions for MoDNR staff completing Financial Assistance Agreement Form

Recipient Information: complete all fields

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

Project Information: complete all fields

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

Agreement Administration: complete all applicable fields.

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

Amendment Information: complete all fields if amending the agreement

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

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

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

Approval: complete fields below

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

TERMS AND CONDITIONS FOR GRANTEE RECEIPT OF FEDERAL ARPA SFRF FUNDS

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

<u>Period of Performance</u>: The period of performance for this award begins on the date hereof and ends on 01-14-2026. Grantee may use funds granted under this agreement to cover eligible costs incurred during the period of performance, but no later than 01-14-2026.

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

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

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

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

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

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

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

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

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

- i. For subrecipients only, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this grant and subject to such exceptions as may be otherwise provided by Treasury. Excepting for-profit subrecipients, Subpart F Audit Requirements of Uniform Guidance, implementing the Single Audit Act, shall apply to this grant;
- ii. For subrecipients only, Universal Identifier and System for Award Management ("SAM"), 2 C.F.R. Part 25, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- iii. For subrecipients only, Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth at Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

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

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

- iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, and Treasury's implementing regulation at 31 C.F.R. Part 19, including both the requirement to comply with that part's Subpart C as a condition of participation in this transaction, and the requirement to pass the requirement to comply with that subpart to each person with whom the participant enters into a covered transaction at the next lower tier;
- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth at 2 C.F.R. Part 200, Appendix XII, is hereby incorporated by reference;
- vi. For subrecipients only, Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
 - vii. For subrecipients only, New Restrictions on Lobbying, 31 C.F.R. Part 21;
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601–4655) and implementing regulations; and
 - ix. Generally applicable federal environmental laws and regulations.

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

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*) which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance:
- iv. the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. For subrecipients and local governments only, Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

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

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

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

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

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

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

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

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

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

- i. a member of Congress or a representative of a committee of Congress;
- ii. an Inspector General;
- iii. the Government Accountability Office;
- iv. a Treasury employee responsible for contract or grant oversight or management;
- v. an authorized official of the Department of Justice or other law enforcement agency;
- vi. a court or grand jury;

vii. a management official or other employee of the State or Grantee who has the responsibility to investigate, discover, or address misconduct.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Grantee's Authorized Representative	Date:	
Printed Name of Authorized Representative		

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

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

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

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

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

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

- Subrecipient name (which must match the name associated with its unique entity identifier): City of Salem
- Subrecipient's unique entity identifier:K7HGNAKN8717
- Federal Award Identification Number (FAIN): 073134579
- Federal Award Date of award to the recipient by the Federal agency: 07/28/2021
- Subaward Period of Performance Start and End Date: 01-15-2024 to 01-14-2026
- Subaward Budget Period Start and End Date: 01-15-2024 to 01-14-2026
- Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient: 150,000.00
- Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation: 150,000.00
- Total Amount of the Federal Award committed to the subrecipient by the pass-through entity: 150,000.00
- Federal award project description: ARPA appropriated \$195.3 billion for payments from the Coronavirus State Fiscal Recovery Fund ("SFRF") to states through Treasury. Act § 602(a)(3)(A), ARPA § 9901, 135 Stat. 4, 224. Those monies are for states "to mitigate the fiscal effects stemming from the public health emergency with respect to [COVID-19]." Act § 602(a)(1), ARPA § 9901, 135 Stat. 4, 223. The State has received more than \$2.6 billion in ARPA SFRF funds, separate from local government allocations. In accordance with the budget passed by the Missouri legislature, the State intends that these funds be utilized for the purposes set forth in ARPA, consistent with other applicable federal law. As part of this effort, the State has elected to distribute a portion of its SFRF funding to appropriate subrecipients.

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

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

- Name of Federal awarding agency: U.S. Department of Treasury.
- Name of pass-through entity: <u>State of Missouri</u>.
- Contact information for awarding official of pass-through entity:

o Name: Maria Dorsey

o Phone Number: 573-522-2395

o Email Address: Maria.Dorsey@dnr.mo.gov

- Assistance Listings number and Title (pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement): 21.027 Coronavirus State and Local Fiscal Recovery Funds
- Identification of whether the award is R & D: No
- Indirect cost rate for the Federal award (including if the de minimis rate is charged) per § 200.414: 0.0%

IV. For grants exceeding \$100,000:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form–LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Date:

Signature of Grantee's Authorized Representative

Printed Name of Authorized Representative

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

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

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

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

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

Staff Summary Report

MEETING DATE: January 25, 2024

AGENDA ITEM: New and Miscellaneous Business

AGENDA TITLE: TCPA Policy

ACTION REQUESTED BY: Sally Burbridge

ACTION REQUESTED: Adoption of the Telephone Consumer Protection Act (TCPA)

Policy

SUMMARY BY: Sally Burbridge

PROJECT DESCRIPTION / FACTS

The Telephone Consumer Protection Act of 1991 (TCPA) amended the Communications Act of 1934 and was enacted to address telephone marketing calls and certain telemarketing practices. The Federal Communications Commission (FCC) has regulatory authority under the statute.

In 2012, the FCC revised its regulations to require telemarketers to (1) no longer allow telemarketers to use an "established business relationship" to avoid getting consent from consumers, (2) obtain prior express written consent from consumers before making calls with an autodialer or that contain a message made with a prerecorded or artificial voice, and (3) require telemarketers to provide an automated, interactive opt-out mechanism during each of the type of calls mentioned above in "(2)" so that consumers can immediately tell the telemarketer to stop calling.

The two paragraphs above are excerpts from the TCPA.

The attached recommended policy is included as a requirement for the Collections Agreement with Online Information Systems, and all accounts that do not have a signed consent form will incur an additional 2% fee. While this is an additional fee, our current collections agency has not requested such be added and are obviously therefore not utilizing all available tools to collect on accounts that have been turned over for collections.

PROCUREMENT

NA

FISCAL IMPACTS

NA

SUPPORT DOCUMENTS: TCPA Policy

DEPARTMENT'S RECOMMENDED MOTION: Move approval of the TCPA Policy as part of the Salem Municipal Utilities policies.

Telephone Consumer Protection Act (TCPA)

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.

/We have read this disclosure and agree that the City of above.	f Salem may contact me/us as described
Signature:	Date:
Signature:	Date:

[This language is to be incorporated into the Salem Municipal Utilities Application form.]

Staff Summary Report

MEETING DATE: 01/25/2024

AGENDA ITEM:

AGENDA TITLE: FINANCIAL UPDATE

ACTION REQUESTED BY: STACEY HOUSTON

ACTION REQUESTED: FOR REVIEW

SUMMARY BY: Stacey Houston

PROJECT DESCRIPTION / FACTS

Financial update:

- Sales Tax Revenues collected through January 2024 are \$2,070,960 (includes General Fund, Parks & Rec Fund, Capital Improvement fund, and fuel & vehicle tax)- that is down .5% from same time frame as last year. \$243,000 has been collected from the additional 1% sales tax.
- Utilities Usage & Revenues are through December 2023

Electric kWh's sold are slightly over 25.5 million, that is down compared to the same time frame as last year. Revenues billed are \$3.6 million.

Water consumption sold is at 62.7 million gallons, that's down compared to same time frame as last year. Revenues billed are \$415,165.

Sewer consumption sold is 56.5 million gallons. Revenues billed are \$540,593.

- Fund Balance Summary shows data through December 31, 2023. The total of all funds is \$8,418,078.
- Revenues: We have brought in 39% of what has been budgeted Expenditures: We have expended 35% of what has been budgeted

PROCUREMENT

NA/

FISCAL IMPACTS

N/A

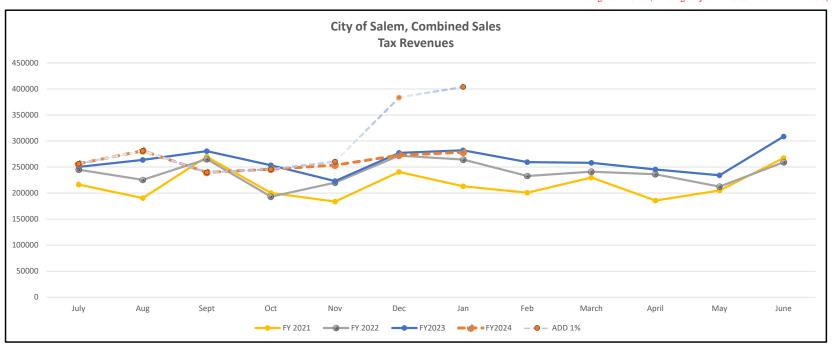
SUPPORT DOCUMENTS: Sales Tax Collected through Jan 2024 / Utility Consumption &

Revenues / Fund Balance Summaries.

DEPARTMENT'S RECOMMENDED MOTION: N/A

SALES TAX REVENUE												
	2020-2021	2021-2022	2022-2023	2023-2024	2023-2024							
	Actuals	Actuals	Actuals	YTD	Budget							
Gen'l Fund	\$ 1,310,248	\$ 1,435,953	\$ 1,546,208	\$ 1,141,566	\$ 2,261,941							
July-Jan	\$ 743,106	\$ 831,117	\$ 900,510	\$ 898,553								
Additional 1%				\$ 243,013								
Parks & Rec	\$ 491,424	\$ 538,432	\$ 579,811	\$ 336,954	\$ 579,811							
July-Jan	\$ 278,478	\$ 309,417	\$ 339,669	\$ 336,954								
Cap Imp	\$ 655,124	\$ 717,977	\$ 773,105	\$ 449,277	\$ 773,104							
July-Jan	\$ 371,553	\$ 415,558	\$ 450,255	\$ 449,277								

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



UTILITY USAGE & REVENUE											
		2021-2022		2022-2023		2022-2023		2023-2024	2	2023-2024	% of
		ACTUAL		ACTUAL	J	ULY-DEC		YTD	В	UDGETED	Budget
Electric Consumption Sold		52,787,837		52,127,174		26,656,553		25,505,341			
Electric Sales Rev.	\$	5,388,796	\$	7,025,709		3,500,484	\$	3,616,193	\$	7,111,608	51%
Electric Revenue Collected	\$	5,309,157	\$	6,950,178			\$	3,440,798			
Purchase of Power	\$	4,135,284	\$	4,423,590	\$	2,303,267	\$	2,268,869	\$	4,884,189	46%
Water Consumption Sold		133,720,064		141,081,899		74,081,945		62,749,153			
Water Sales Rev.	\$	839,084	\$	875,341	\$	480,981	\$	415,165	\$	906,470	46%
Water Revenues Collected	\$	882,471	\$	930,781			\$	420,996			
Sewer Consumption Sold		121,145,016		120,598,853		63,530,045		56,470,489			
Sewer Sales Rev.	\$	777,868		1,016,956	\$	473,073		540,593	\$	1,179,027	46%
Sewer Revenues Collected	\$	832,558	\$	1,008,308			\$	546,356			

**As of 12/31/2023 (Pending Transfers & Adjustments)

FISCAL YEAR 2023-2024 ACTUALS (as of 12/31/2023) SUMMARY OF REVENUES & EXPENSES

<u>Fund</u>	Beginning Bal	Revenues	Expenses	Xfers In	Xfers Out	Ending Balance
100-GENERAL FUND	544,015	1,050,438	1,445,227	300,000	76,634	372,592
120-EMERGENCY FUND	39,002	964				39,966
130-POST COMMISSION	1,775	550	-			2,325
201-SPECIAL STREET	490,184	135,786	24,891			601,079
210-PARK & RECREATION	563,271	347,766	288,583	-	-	622,454
220-POLICE DEPT.LAW ENF.FUND	3,603	680	-			4,283
230-OFFICERS TRAINING FUND	1,483	301	-			1,783
240-FIREWORKS FUND	2,111	52	-	-		2,163
250-INMATE SECURITY FUND	1,255	145	-			1,399
255-CHDC GRANT FUNDS	39	243,754	243,793			0
260-LOCAL LAW ENF. GRANT FUND	5	0	-			5
290-BUILDING PERMIT FUND	27,757	79,350	89,343	15,762		33,526
299-POLICE CONTRIBUTION FUND	441	11	-			452
301-CAPITAL IMP SALES TAX	895,092	412,590	369,986	-	-	937,696
501-ELECTRIC FUND	412,442	3,821,230	2,845,945	-	572,463	815,263
502-ELECTRIC D & R FUND	78,151	1,931				80,082
503-ELECTRIC RESERVE FUND	753,598	18,600	52,532	272,463	-	992,129
510-WATER FUND	736,051	458,727	452,353	-	-	742,424
511-WATER D & R FUND	210,299	5,197	-		-	215,495
512-WATER RESERVE	710,131	48,519	80,272	-	-	678,378
520-SEWER FUND	181,488	616,370	604,297	-	-	193,561
521-SEWER D & R	181,294	4,480	-	-	-	185,774
522-SEWER RESERVE FUND	108,672	21,733	128,072	-		2,333
530-SANITATION	51,897	207,536	190,099			69,335
540-CEMETERY FUND	38,392	27,229	58,716	60,872		67,777
550-LANDFILL	407,637	10,073	-			417,711
560-AIRPORT FUND	195,098	5,294	57,205	-		143,187
601-INSURANCE CONTINGENCY	143,672	3,550	-			147,222
701-UTILITY DEPOSIT FUND	475,430	11,824	-			487,254
702-CEMETERY ENDOWMENT FUND	626,076	15,471				641,548
703-ECONOMIC DEVELOPMENT	18,828	5,482	105,428	-		(81,118)
TOTAL ALL FUNDS	7,899,188	7,555,633	7,036,743	649,097	649,097	8,418,078

City of Salem- Total All Funds

	BEGINNING BALANCE	YEAR-TO-DATE 31-Dec-23	2023-2024 APPROVED BUDGET	FUND BALANCE 31-Dec-23	% of Budget
REVENUE		7,555,633	19,457,901		39%
EXPENDITURES		7,036,743	18,661,084		38%
NET GRAND TOTALS	7,899,188	518,890	796,817	8,418,078	

CITY OF SALEM, MISSOURI COMBINED STATEMENT OF REVENUES AND EXPENDITURES AND CHANGES TO FUND BALANCES ALL FUNDS FROM JULY 1, 2023- DECEMBER 31, 2023 (UNAUDITED)

							1				ОТ	HER ASSETS				
	FUN	ND BALANCE							TR	RANSFERS		NET		LIABILITIES	FUN	ID BALANCE
Fund		7/1/2023		RECEIPTS	DIS	BURSEMENTS	TRA	NSFERS IN		OUT	AD	JUSTMENTS	NE	T ADJUSTMENTS	17	2/31/2023
100-GENERAL FUND	\$	544,015	\$	1,050,438	\$	1,445,227	\$	300,000	\$	76,634	\$	-	\$	29,416	\$	402,008
120-EMERGENCY FUND	\$	39,002	\$	964							\$	-	\$	-	\$	39,966
130-POST COMMISSION	\$	1,775	\$	550	\$	-					\$	-	\$	-	\$	2,325
201-SPECIAL STREET	\$	490,184	\$	135,786	\$	24,891					\$	-	\$	-	\$	601,079
210-PARK & RECREATION	\$	563,271	\$	347,766	\$	288,583	\$	-	\$	-	\$	-	\$	(2,180)	\$	620,273
220-POLICE DEPT.LAW ENF.FUND	\$	3,603	\$	680	\$	-					\$	-	\$	=	\$	4,283
230-OFFICERS TRAINING FUND	\$	1,483	\$	301	\$	-					\$	-	\$	-	\$	1,783
240-FIREWORKS FUND	\$	2,111	\$	52	\$	-	\$	-			\$	-	\$	-	\$	2,163
250-INMATE SECURITY FUND	\$	1,255	\$	145	\$	-					\$	-	\$	-	\$	1,399
255-CHDC GRANT FUNDS	\$	39	\$	243,754	\$	243,793					\$	-	\$	=	\$	0
260-LOCAL LAW ENF. GRANT FUND	\$	5	\$	0	\$	-					\$	-	\$	=	\$	5
265-DELTA REGIONAL GRANT	\$	-				-					\$	-	\$	=	\$	-
270-PROTEST ACCOUNT	\$	-									\$	=	\$	=	\$	-
280-CDBG STORMWATER GRANT	\$	-									\$	=	\$	=	\$	-
290-BUILDING PERMIT FUND	\$	27,757	\$	79,350	\$	89,343	\$	15,762			\$	-	\$	323	\$	33,849
299-POLICE CONTRIBUTION FUND	\$	441	\$	11	\$	-					\$	-	\$	=	\$	452
301-CAPITAL IMP SALES TAX	\$	895,092	\$	412,590	\$	369,986	\$	-	\$	-	\$	-	\$	2,242	\$	939,938
501-ELECTRIC FUND	\$	412,442	\$	3,821,230	\$	2,845,945	\$	-	\$	572,463	\$	98,679	\$	8,340	\$	724,925
502-ELECTRIC D & R FUND	\$	78,151	\$	1,931							\$	-	\$	-	\$	80,082
503-ELECTRIC RESERVE FUND	\$	753,598	\$	18,600	\$	52,532	\$	272,463	\$	-	\$	-	\$	-	\$	992,129
510-WATER FUND	\$	736,051	\$	458,727	\$	452,353	\$		\$		\$	31,766	\$	5,823	\$	716,482
511-WATER D & R FUND	\$	210,299	\$	5,197	\$	-			\$	-	\$	-	\$	-	\$	215,495
512-WATER RESERVE	\$	710,131	\$	48,519	\$	80,272	\$		\$		\$	-	\$	-	\$	678,378
520-SEWER FUND	\$	181,488	\$	616,370	\$	604,297	\$	-	\$	-	\$	(8,126)	\$	(31,622)	\$	170,065
521-SEWER D & R	\$	181,294	\$	4,480	\$	-	\$	-	\$	-	\$	-	\$	-	\$	185,774
522-SEWER RESERVE FUND	\$	108,672	\$	21,733	\$	128,072	\$	-			\$	-	\$	=	\$	2,333
530-SANITATION	\$	51,897	\$	207,536	\$	190,099					\$	6,589	\$	=	\$	62,745
540-CEMETERY FUND	\$	38,392	\$	27,229	\$	58,716	\$	60,872			\$	-	\$	1,452	\$	69,228
550-LANDFILL	\$	407,637	\$	10,073	\$	-					\$	-	\$	-	\$	417,711
560-AIRPORT FUND	\$	195,098	\$	5,294	\$	57,205	\$	-			\$	-	\$	-	\$	143,187
601-INSURANCE CONTINGENCY	\$	143,672	\$	3,550	\$	-					\$	-	\$	-	\$	147,222
701-UTILITY DEPOSIT FUND	\$	475,430	\$	11,824	\$	-					\$	-	\$	2,825	\$	490,079
702-CEMETERY ENDOWMENT FUND	\$	626,076	\$	15,471							\$	-	\$	=	\$	641,548
703-ECONOMIC DEVELOPMENT	\$	18,828	\$	5,482	\$	105,428	\$	-			\$	-	\$	-	\$	(81,118)
TOTAL	\$	7,899,188	\$	7,555,633	\$	7,036,743	\$	649,097	\$	649,097	\$	128,907	\$	16,619	\$	8,305,790
Cash	\$	7,899,188													\$	8,305,790
Investments																
TOTAL	\$	7,899,188													\$	8,305,790
	١÷		_			ishursement	<u> </u>			I le . I e		C.1 C.1			÷	,,

The foregoing statement of cash receipts, disbursements, transfers and fund balances of the City of Salem,

Missouri as of December 31, 2023 summarizes transactions for the six months then ended.

I hereby certify this statement to be correct and complies to the best of my knowledge and belief.

Tammy Koller, City Clerk City of Salem, Missouri

Salem Public Library 403 North Jackson Salem, Missouri 65560 (573) 729-4331

January 16, 2023

Salem Board of Aldermen 400 N. Iron St. Salem, MO 65560

Dear Ladies and Gentlemen,

Having completed her term, Mrs. Rhonda Thompson submitted her resignation from the Salem Public Library Board. We asked Mrs. Sally Granowski if she would consider serving on the Library Board. She is interested in serving. The Salem Public Library Board now recommends Sally Granowski to the Salem Board of Aldermen for approval.

Thank you for your time and consideration in this matter.

Sincerely,

Salem Public Library Board

Staff Summary Report

MEETING DATE: January 25, 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

DEPARTMENT'S RECOMMENDED MOTION: Move approval to amend Section 110.410 Mayor to Appoint Standing Committees, changing the Definition of the Utility Committee.

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; and 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 $13^{\rm th}$ DAY OF FEBRUARY 2024.

Greg Parker Mayor	Tammy Koller City Clerk
	APPROVAL AS TO FORM:
	James Weber City Attorney

Staff Summary Report

MEETING DATE: January 25, 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 <u>underlined</u> 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

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.

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

WHEREAS, IN ORDER TO MAINTAIN A FINANCIALLY HEALTHY UTLITY 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 onemonth 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 onemonth 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	\$12 5
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 February 13, 2024.

PASSED BY THE BOARD OF ALDERN APPROVED BY THE MAYOR, THIS 13th	MEN OF THE CITY OF SALEM, MISSOURI, AND DAY OF FEBRUARY 2024.
APPROVED:	ATTEST:
Greg Parker Mayor	Tammy Koller City Clerk
	APPROVAL AS TO FORM:

James Weber City Attorney

Staff Summary Report

MEETING DATE: January 25, 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:

- Ordinance # 3583 Section 520.920 City Building Inspector - Powers and Duties.
- Ordinance # 3584 Section 520.950 Violations Notice of Violation.

DEPARTMENT'S RECOMMENDED MOTION: Move approval of Ordinance XX dealing with portions of the Housing Violations sections of Codes for the City of Salem.

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 <u>Code Building</u> 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 <u>Code Building</u> 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 13TH DAY OF FEBRUARY 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 520.970 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.

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 $13^{\rm th}$ DAY OF FEBRUARY 2024.

Greg Parker Mayor	Tammy Koller City Clerk
·	·
	APPROVAL AS TO FORM:
	James Weber
	City Attorney

Staff Summary Report

MEETING DATE: 01/25/2024

AGENDA ITEM:

AGENDA TITLE: Mid-Year Budget Adjustments FY 2023-24

ACTION REQUESTED BY: STACEY HOUSTON

ACTION REQUESTED: FOR REVIEW

SUMMARY BY: Stacey Houston

PROJECT DESCRIPTION / FACTS

These budget amendments to FY 2023-24 will increase the total budgeted revenues from \$18,016,145 to \$18,905,221; budgeted expenditures from \$17,219,327 to \$17,842,047; and Intergovernmental Transfers from \$1,441,756 to \$1,482,846.

There will be adjustments on all listed funds on Attachment A for Super Now Interest; With the higher interest rates, we are bringing in more revenue. Increased \$216,510 in total Interest revenue across all funds.

100- General Fund- Adjusting for an interest and an insurance reimbursement for a lightning strike at the Police Department. Increase Revenues \$12,179, increase Expenditures \$5,673.

201- Spec Streets- Increase Revenues \$14,689

210- Parks & Rec Fund- The Parks fund was not billed in the past for when they filled up the pool, therefore the usage was not in the revenue history. That budget line is going to go over on the water expense. The account has been corrected to bill them in the future. Increase revenues \$16,498, increase expenditures \$2,000.

- 255- Grant Fund- This is a CDBG Grant "pass-through" account for the Construction Trades Building the school is constructing. Increase revenues and expenditures \$500,000.
- 290- Building Permit Fund- The City receives a percentage of insurance reimbursements that are due to the property owners for structure fires. When the property is deemed safe and not a hazard, the funds are released to the property owner. Increase revenues \$72,080.40 and increase expenditures \$71,398.00.
- 501 Electric Fund- Interest and Penalty Fees, we are bringing in more revenue than budgeted. Increase revenues \$34,000.
- 502- Electric Depr & Replacement Fund- Moving expenses from Electric reserve fund to D&R fund. Increase revenues \$80,367, increase expenditures \$103,872, increase interfund transfer \$25,000.
- 503- Electric Reserve Fund- Moving expenses from Electric reserve fund to Electric D&R fund. Increase revenues \$22,120, decrease Expenditures -\$102,500, Increase interfund transfer \$25,000.
- 510- Water Fund- Water consumption is coming in less than what we anticipated; therefore, the revenues are coming in less. Decrease Revenues -\$39,158, increase expenditures \$1,712, decrease interfund transfer -\$41,155.
- 511- Water Depr & Repl Fund- moving expenses from Water Reserve fund to Water D&R Fund Increase revenue \$993,535, increase expenditure \$1,031,215, increase interfund transfer \$36,700.

- 512- Water Reserve Fund- moving expenses from Water Reserve fund to Water D&R Fund. Decrease revenue -\$951,766, decrease expenditure -\$1,029,843, decrease interfund transfer -\$4,455.
- 520- Sewer Fund- Consumption is coming in less than anticipated; therefore, the revenues are coming in less. Decrease revenues -\$70,165.
- 521- Sewer Depr & Repl Fund- moving expenses from Sewer Reserve fund to Sewer D&R Fund Increase revenues \$971,991, Increase expenditures \$972,227.
- 522- Sewer Reserve Fund- moving expenses from Sewer Reserve fund to Sewer D&R Fund Decrease revenues -\$900,892, decrease expenditures -\$970,855
- 530- Sanitation Fund- There was a rate increase from GFL. Increase revenue \$51,504, increase expenditure \$34,699.
- 540- Cemetery fund- We have sold more grave spaces and had more grave openings than anticipated. Increase revenue \$10,500.
- 550- Landfill- increase \$11,088 for additional interest revenue.
- 560- Airport Fund- moving \$3,500 from one expense to another expense. We had an issue with the gauge and piping on fuel tank, so requesting to increase the equipment maintenance line.
- 601- Insurance Cont. Fund- increase \$4,140 for additional interest revenue.
- 701- Utility Deposit fund- increase \$13,813 for additional interest revenue.
- 702- Cemetery Endowment Fund- Increase \$18,323 for additional interest revenue.

PROCUREMENT

NA/

FISCAL IMPACTS

Total Increase in revenues \$889,076; total increase in expenditures \$622,720; total increase in intergovernmental transfers \$41,090.

SUPPORT DOCUMENTS: FY 23-24 Mid-Year Budget Adjustments- Attachment A

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the budget adjustments.

AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR THE CITY OF SALEM, MISSOURI BEGINNING JULY 1, 2023, AND APPROPRIATING FUNDS PURSUANT THERETO.

WHEREAS, an amendment in the revenue and expense appropriations for General, Special Streets, Parks and Recreation, Grant, Building Permit, Electric, Electric Department/Replacement, Electric Reserve, Water, Water Department/Replacement, Water Reserve, Sewer, Sewer Department/Replacement, Sewer Reserve, Sanitation, Cemetery, Landfill, Airport, Insurance, Utility Deposit, and Cemetery Endowment funds are needed; and

WHEREAS, these amendments will increase total revenues from \$18,016,145.00 to \$18,905,221.00, increase total expenditures from \$17,219,327.00 to \$17,842,047.00 and intergovernmental transfers will increase from \$1,441,756.00 to \$1,482,846.00.

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

Section 1:

The annual Budget of the City of Salem, Missouri, for the Fiscal Year beginning July 1, 2023, adopted by ORDINANCE NO. 3552 is hereby amended per the attached document titled FY 23-24 BUDGET AMENDMENTS-ATTACHMENT A, attached to and made part of this Ordinance.

Section 2:

Funds are hereby appropriated for the objects and purposes of revenues, expenditures, and intergovernmental transfers set forth in said FY 23-24 Budget Amendment Attachment A.

Section 3:

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI AND APPROVED BY THE MAYOR THIS $13^{\rm th}$ DAY OF FEBRUARY, 2024.

APPROVED:	ATTEST:
Greg Parker Mayor	Tammy Koller City Clerk
	APPROVED AS TO FORM:
	James K. Weber City Attorney

FY 23-24 Mid-Year Budget Adjustments - Attachment A

100- GENERAL		Current Budget	New Budget
Acct# 100-47500	MISCELLANEOUS / REVENUE (Insurance Reimbursement- Lightning Strike)	\$5,000	\$10,673
Acct# 100-47700	SUPER NOW INTEREST / REVENUE	\$304	\$6,810
Acct# 100-513-46100	EQUIPMENT MAINT / EXPENSE (Expenses for Lightning Strike)	\$12,000	\$17,673
	Total 100-General Fund Revenues - Increase \$12,178.94	\$2,838,354	\$2,850,533
	Total 100-General Fund Expenditures - Increase \$5672.94	\$3,115,096	\$3,120,769
201- SPECIAL STREETS		Current Budget	New Budget
Acct# 201-47500	SUPER NOW INTEREST / REVENUE	\$1,000	\$15,689
	Total 201-Special Street Fund Revenues - Increase \$14,688.80 Total 201-Special Street Fund Expenses - no change	\$186,000	\$200,689
210- PARKS & REC		Current Budget	New Budget
Acct# 210-47700	SUPER NOW INTEREST / REVENUE	\$1,000	\$17,498
Acct# 210-501-68000	UTILITIES-WATER / EXPENSE (water to fill pool, not in original budgeted numbers)	\$4,000	\$6,000
	Total 210-Parks & Rec Fund Revenues - Increase \$16,498.40	\$692,797	\$709,295
	Total 210-Parks & Rec Fund Expenses - Increase \$2,000.00	\$667,797	\$669,797
255- CHDC GRANT FUND		Current Budget	New Budget
Acct# 255-45000	GRANT FUNDS / REVENUE (Construction Trade Building- Pass through)	\$0	\$500,000
Acct# 255-501-70800	CDBG GRANT / EXPENSE (Construction Trade Building- Pass through)	\$0	\$500,000
	Total 255-CHDC Grant Fund Revenues - Increase \$500,000	\$0	\$500,000
	Total 255-CHDC Grant Fund Expenditures - Increase \$500,000	\$0	\$500,000
290-BUILDING PERMIT FUND		Current Budget	New Budget
Acct# 290-47700	SUPER NOW INTEREST / REVENUE	\$100	\$782
Acct# 290-47880	25% INSURANCE-FIRE / REVENUE	\$0	\$71,398
Acct# 290-501-50010	25% INSURANCE-FIRE / EXPENSE	\$2,500	\$73,898
	Total 290 Building Permit Fund Revenues - Increase \$72,080.40	\$11,700	\$83,780
	Total 290 Building Permit Fund Expenses - Increase \$71,398.00	\$43,224	\$114,622
301- CAPITAL IMPROVEMENT FUND		Current Budget	New Budget
Acct# 301-47700	INTEREST / REVENUE	\$1,000	\$25,229
Acct# 301-508-70833	BUSH HOG / EXPENSE (board approved increase 7/25/2023)	\$20,250	\$22,000
Acct# 301-508-70855	HYDROVAC TRUCK / EXPENSE (board approved increase 11/14/2023)	\$47,500	\$48,872
	Total 301- Capital Improvement Fund Revenues - Increase \$24,228.80	\$1,098,518	\$1,122,747
	Total 301 Capital Improvement Rec Fund Expenditures - Increase \$3,122.00	\$1,085,715	\$1,088,837

501-ELECTRIC FUND Acct# 501-46230 Acct# 501-47700	PENALTY FEES / REVENUE (Collecting more than budgeted) INTEREST / REVENUE	Current Budget \$40,000 \$1,000	New Budget \$50,000 \$25,000
	Total 501 Electric Fund Revenues - Increase \$34,000.00 Total 501 Electric Fund Expenditures - No change	\$7,334,269	\$7,368,269
502-ELECTRIC D & R FUND		Current Budget	New Budget
Acct# 502-47700	INTEREST / REVENUE	\$100	\$2,317
Acct# 502-48000	RESERVE FROM PRIOR YEAR	\$0	\$78,150
Acct# 502-501-70120	CAPITAL OUTLAY-TRANSFORMERS	\$0	\$30,000
Acct# 502-501-70130	CAPITAL OUTLAY-POLES	\$0	\$25,000
Acct# 502-501-70855	HYDROVAC TRUCK (board arpproved increase 11/14/23)	\$0	\$48,872
Acct# 502-49000	TRANSFER FROM ELECTRIC RESERVE	\$0	\$25,000
	Total 502 Electric D&R Fund Revenues - Increase \$80,367.20	\$100	\$80,467
	Total 502 Electric D&R Fund Expenditures - Increase \$103,872.00	\$0	\$103,872
	Total 502 Electric D&R Fund Interfund Transfer- increase \$25,000.00	\$0	\$25,000
503-ELECTRIC RESERVE FUND		Current Budget	New Budget
Acct# 503-47700	INTEREST / REVENUE	\$200	\$22,320
Acct# 503 47700 Acct# 503-501-70120	CAPITAL OUTLAY-TRANSFORMERS	\$30,000	\$0
Acct# 503-501-70120	CAPITAL OUTLAY-POLES	\$25,000	\$0 \$0
Acct# 503-501-70150	HYDROVAC TRUCK	\$47,500	\$0
Acct# 503-501-80006	TRANSFER TO ELECTRIC D&R	\$0	\$25,000
	Total 503 Electric Reserve Fund Revenues - Increase \$22,120.00	\$200	\$22,320
	Total 503 Electric Reserve Fund Expenditures - Decrease \$102,500.00	\$102,500	\$0
	TOTAL 503 Interfund Transfer- Increase \$25,000.00	\$0	\$25,000
510-WATER		Current Budget	New Budget
Acct# 510-46150	WATER SALES / REVENUE (decrease in usage/billed revenue)	\$906,470	\$837,829
Acct# 510-46110	RECONNECTS / REVENUE (Collecting more than budgeted)	\$2,500	\$5,000
Acct# 510-46230	PENALTY FEES / REVENUE (Collecting more than budgeted)	\$5,000	\$10,000
Acct# 510 40230	INTEREST / REVENUE	\$2,000	\$20,983
Acct# 510 47700 Acct# 510-46270	PRIMACEY FEE / REVENUE (Collecting more than budgeted)	\$9,500	\$12,500
Acct# 510-501-51410	PRIMACEY FEE / EXPENSE (Expense more than budgeted)	\$10,800	\$12,500
Acct# 510-501-80600	TRANS TO-WATER RESERVE	\$41,155	\$0
	Total F40 Weber Fund D	Ć04F.0C7	¢000 000
	Total 510 Water Fund Revenues - Decrease \$39,157.80	\$945,967	\$906,809
	Total 510 Water Fund Expenditures - Increase \$1,712.00 TOTAL 510 Interfund Transfer- Decrease \$41,155.00	\$904,239 \$41,155	\$905,951 \$0
	TOTAL 510 Interfund Transfer- Decrease \$41,155.00	Ş41,155	\$0

511-WATER D & R FUND		Current Budget	New Budget
Acct# 511-47700	INTEREST / REVENUE	\$1,000	\$6,236
Acct# 511-45000	WATER GRANT FUNDS	\$0	\$778,000
Acct# 511-48000	PREVIOUS YEAR REVENUE	\$0	\$210,299
Acct# 511-501-70375	FENCING	\$0	\$40,000
Acct# 511-501-70389	Lead Service- Line Inventory	\$0	\$180,000
Acct# 511-501-70393	NEW WELL DESIGN- ARPA	\$0	\$634,343
Acct# 511-501-70397	RECONDITION 2 RETENTION TANKS	\$0	\$68,000
Acct# 511-501-70210	WATER LINE REPLACEMENT	\$0	\$60,000
Acct# 511-501-70855	HYDROVAC TRUCK (board arpproved increase 11/14/23)	\$0	\$48,872
Acct# 511-49000	TRAMSFER FROM WATER RESERVES	\$0	\$36,700
	Total 511 Water D&R Fund Revenues - Increase \$993,535.40	\$1,000	\$994,535
	Total 511 Water D&R Fund Expenditures - Increase \$1,031,215.00	\$0	\$1,031,215
	Total 511 Water D&R Fund Interfund Transfer- Increase \$36,700.00	\$0	\$36,700
512-WATER RESERVE		Current Budget	New Budget
Acct# 512-47700	INTEREST / REVENUE	\$549	\$20,923
Acct# 512-45000	WATER GRANT FUND- ARPA	\$778,000	\$0
Acct# 512-48000	RESERVE FROM PRIOR YEAR	\$210,140	\$16,000
Acct# 512-501-70210	WATER LINE REPLACEMENT	\$60,000	\$0
Acct# 512-501-70375	Fencing	\$40,000	\$0
Acct# 512-501-70389	Lead Service- Line Inventory	\$180,000	\$0
Acct# 512-501-70393	NEW WELL DESIGN- ARPA	\$634,343	\$0
Acct# 512-501-70397	RECONDITION 2 RETENTION TANKS	\$68,000	\$0
Acct# 512-501-70855	HYDROVAC TRUCK	\$47,500	\$0
Acct# 512-49020	TRANS FROM-WATER	\$41,155	\$0
Acct# 512-501-80300	TRANSFER TO WATER D&R	\$0	\$36,700
	Total 512 Water Reserve Fund Revenues - Decrease \$951,765.80	\$988,689	\$36,923
	Total 512 Water Reserve Fund Expenditures - Decrease \$1,029,843.00	\$1,029,843	\$0
	Total 512 Interfund Transfer- decrease \$4,455.00	\$41,155	\$36,700
520- SEWER		Current Budget	New Budget
Acct# 520-46160	SEWER RECEIPTS / REVENUE (decrease in usage/billed revenue)	\$1,179,027	\$1,097,826
Acct# 520-46230	PENALTY FEES / REVENUE (Collecting more than budgeted)	\$8,000	\$12,000
Acct# 520-46260	CONNECTION FEES / REVENUE (Collecting more than budgeted)	\$500	\$1,536
Acct# 520-47700	INTEREST / REVENUE	\$0	\$6,000
	Total 520 Sewer Fund Revenues - Decrease \$70,165.00	\$1,193,627	\$1,123,462
	Total 520 Sewer Fund Expenditures - no change		

<u>521-SEWER D & R</u>		Current Budget	New Budget
Acct# 521-47700	INTEREST / REVENUE	\$236	\$5,376
Acct# 521-45000	ENGINEERING GRANT	\$0	\$892,000
Acct# 521-48000	RESERVE FROM PRIOR YEAR	\$0	\$74,851
Acct# 521-501-70240	I/I EVALUATION- ENGINEERING FEES	\$0	\$72,850
Acct# 521-501-70250	SEWER UPGRADES- Phase 2- ARPA GRANT	\$0	\$850,505
Acct# 521-501-70855	HYDROVAC TRUCK (board arpproved increase 11/14/23)	\$0	\$48,872
	Total 521 Sewer D&R Fund Revenues - Increase \$971,991	\$236	\$972,227
	Total 521 Sewer D&R Fund Expenditures - Increase \$972,227	\$0	\$972,227
522-SEWER RESERVE FUND		Current Budget	New Budget
Acct# 522-47700	INTEREST / REVENUE	\$84	\$2,555
Acct# 522-45000	SEWER GRANT- ARPA	\$892,000	\$0
Acct# 522-48000	RESERVE FROM PRIOR YEAR	\$11,363	\$0
Acct# 522-501-70240	I/I EVALUATION- ENGINEERING FEES	\$72,850	\$0
Acct# 522-501-70250	SEWER UPGRADES- Phase 2- ARPA GRANT	\$850,505	\$0
Acct# 522-501-70855	HYDROVAC TRUCK	\$47,500	\$0
		, ,,	,,,
	Total 522 Sewer Reserve Fund Revenues - Decrease \$900,892.20	\$903,447	\$2,555
	Total 522 Sewer Reserve Fund Expenditures - Decrease \$970,855.00	\$970,855	\$0
530-SANITATION		Current Budget	New Budget
Acct# 530-46170	COLLECTIONS / REVENUE	\$365,000	\$416,504
Acct# 530-501-50115	CONTRACTED SERVICES-WCA / EXPENSE	\$360,000	\$394,699
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	Total 530 Sanitation Fund Revenues - Increase \$51,504.00	\$365,416	\$416,920
	Total 530 Sanitation Fund Expenditures- Increase \$34,698.64	\$361,850	\$396,549
540-CEMETERY FUND		Current Budget	New Budget
Acct# 540-45210	GRAVE SPACES SOLD / REVENUE (collecting more than budgeted)	\$8,000	\$16,000
Acct# 540-45220	GRAVE OPENINGS / REVENUE (collecting more than budgeted)	\$10,000	\$12,500
	Total 540 Cemetery Fund Revenues - Increase \$10,500	\$18,050	\$28,550
	Total 540 Cemetery Fund Expenditures- No change		
550-LANDFILL		Current Budget	New Budget
Acct# 550-47700	INTEREST / REVENUE	\$1,000	\$12,088
		\$1,000	¥12,000
	Total 550 Landfill Fund Revenues - Increase \$11,087.60	\$1,000	\$12,088
	Total 550 Landfill Fund Expenditures- No change		

560-AIRPORT FUND		Current Budget	New Budget
Acct# 560-501-30115	FUEL	\$25,000	\$21,500
Acct# 560-501-46100	EQUIPMENT MAINTENANCE	\$2,500	\$6,000
	Total 560 Airport Fund Revenues - no change Total 560 Airport Fund Expenditures - no change (moving from one expense account to another expense	\$847,775	\$847,775
	account)	\$847,775	\$847,775
601-INSURANCE CONTINGENCY		Current Budget	New Budget
Acct# 601-47700	INTEREST / REVENUE	\$120	\$4,260
	Total 601 Insurance Cont Fund Revenues - Increase \$4,140.00 Total 601 Insurance Cont Fund Expenses - no change	\$120	\$4,260
701-UTILITY DEPOSIT FUND		Current Budget	New Budget
Acct# 701-47700	INTEREST / REVENUE	\$376	\$14,189
	Total 701 Utility Deposit Fund Revenues - Increase \$13,812.80 Total 701 Utility Deposit Fund Expenses - No change	\$376	\$14,189
702-CEMETERY ENDOWMENT FUND		Current Budget	New Budget
Acct# 702-47700	INTEREST / REVENUE	\$242	\$18,565
	Total 702 Cemetery Endowment Fund Revenues - Increase \$18,323.20	\$242	\$18,565
		Current Budget	New Budget
	TOTAL REVENUES	18,016,145	\$18,905,221
	TOTAL EXPENDITURES	17,219,327	\$17,842,047
	TOTAL INTERGOVERNMENTAL TRANSFERS	1,441,756	\$1,482,846