

March 26, 2024

Board of Aldermen Meeting Agenda

Packet



Greg Parker, Mayor
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
March 12, 2024

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 Alderman Shawn Bolerjack.

Roll Call

Council Members present included Shawn Bolerjack, John Whelan, Kala Sisco, and Kyle Williams. Others in attendance were: City Administrator Sally Burbridge, City Attorney James Weber, City Clerk Tammy Koller, Wanda Suhr, Chief of Police Joe Chase, Finance Director Stacey Houston, Electric Department Supervisor Josh Kotschedoff, Street Department Supervisor Brent Young, and Parks and Recreation Supervisor Melissa Dubois. Citizens in attendance were: Debbie Murphy, Michael Williams, and Lisa French.

Approve Agenda

Alderman Whelan moved to approve the agenda.

Seconded by Alderwoman Sisco.

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

Consent Agenda

January 25, 2024, Regular Meeting Minutes

February 20, 2024, Special Meeting Minutes

February 22, 2024, Special Meeting Minutes

Animal Control Monthly Report- February 2024

Parks and Recreation Monthly Report-February 2024

Police Department Monthly Report-February 2024

Mo Dept. of Rev. City Storm Water/Local Parks Tax January 2024-\$46,347.80

Mo Dept. of Rev. Capital Improvements Tax January 2024-\$61,800.67

Mo Dept. of Rev. Additional City Tax January 2024-\$122,377.14

Mo Dept. of Rev. City Tax January 2024-\$123,601.35

Mo Dept. of Rev. City Storm Water/Local Parks Tax February 2024-\$45,290.06

Mo Dept. of Rev. Capital Improvements Tax February 2024-\$60,386.78

Mo Dept. of Rev. Additional City Tax February 2024-\$119,755.24

Mo Dept. of Rev. City Tax February 2024-\$120,773.83

Alderman Williams moved to approve the Consent Agenda.

Seconded by Alderman Bolerjack.

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

Public Comments

Michael Williams filled out a speaker card and submitted it to City Clerk Koller prior to the meeting with the subject matter “public speaking”. Mr. Williams asked for an extension of the 3-minute maximum time allowed for speaking stating an ADA accommodation. Mr. Williams says he does not approve of the city’s public comment policy, stating it is a violation of his first amendment rights.

Debbie Murphy filled out a speaker card and submitted it to City Clerk Koller prior to the meeting with the subject matter “lease agreement”. Ms. Murphy addressed the Healthy Dent County lease on this meeting’s agenda. She states the city is “giving this building away, beyond what anybody else would expect to get for a lease”. She states she is totally confused by why anyone would enter into this type of agreement. She would like the Board of Aldermen to tell citizens what the lease involves and why they decided to take this action.

Lisa French filled out a speaker card and submitted it to City Clerk Koller prior to the meeting with a subject matter “2 gen. Qs & a statement”. Ms. French stated she heard a rumor about the city clerk being out for surgery for an unspecified amount of time and wanted to know who would be taking her place. Ms. French then asked what was in the bigger building at the airport. She stated she did not believe it to be a hangar due to the grassy area in front of the door. She stated she had made a visit to the airport and was looking in that building’s windows with a flashlight, she saw chrome in the building and wanted to know what was in there. When she returned to the airport later, someone had put the peeling paper back up on the windows.

Mayor Appointment

Alderwoman Sisco moved to approve the mayor’s appointment of Wanda Suhr for Assistant City Clerk.

Seconded by Alderman Whelan.

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

Assistant City Clerk Oath of Office

City Clerk Koller administered the Oath of Office to Assistant City Clerk Wanda Suhr.

Request for Road Closures

Rob Benowitz

Alderwoman Sisco moved to approve the closure of Fourth Street from Hwy 19 to Jackson Street for the 100 Acre Wood Rally Park Expose.

Seconded by Alderman Whelan.

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

Jonathon Stokes

Alderwoman Sisco moved to approve the requested road closures for the Salem High School Senior class parade on May 11th at 6:00 P.M.

Seconded by Alderman Williams.

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

New and Miscellaneous Business

Resolution No. 8-2024

A resolution authorizing the donation of property by the City of Salem for development of affordable housing for the benefit of the community by the Salem Housing Authority.

Alderman Whelan moved to approve Resolution No. 8-2024.

Seconded by Alderman Williams.

The vote was 2 Aye-Whelan and Williams. 2 Nay-Bolerjack and Sisco. Mayor-Nay. Motion did not carry.

Alderwoman Sisco moved to table Resolution No. 8-2024.

Seconded by Alderman Bolerjack.

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

Resolution No. 9-2024

A resolution authorizing the mayor to renew the tower lease agreement between the City of Salem and Wave Internet Technologies LLC for the installation of wireless broadband access point with related equipment on a designated portion of the City of Salem's water tower located at Tower and Condray Streets effective the 1st day of February 2024, for the period of one (1) year.

Alderman Williams moved to approve Resolution No. 9-2024.

Seconded by Alderwoman Sisco.

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

Resolution No. 10-2024

A resolution authorizing the mayor to execute Contract Change Order No. 1 between the City of Salem, Missouri and BCS Electric, LLC.

Alderman Williams moved to approve Resolution No. 10-2024.

Seconded by Alderwoman Sisco.

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

Bids

Streetlights Bid

Alderwoman Sisco moved to approve the bid from Fletcher Reinhardt for \$6,937.50

Seconded by Alderman Williams.

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

Chain Link Fence Bid Approval

Alderman Whelan moved to approve the bid from J&M Construction & Fencing LLC Bid for \$29,950.00

Seconded by Alderman Bolerjack

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

Reading of Bills (First Reading)

Bill No. 3601-An ordinance authorizing the sale of a piece of real property.

City Clerk Tammy Koller read the first reading of Bill No. 3601 by caption only.

No vote was taken.

Bill No. 3602-An ordinance authorizing the mayor and city clerk to execute a memorandum of understanding with the Council for a Healthy Dent County for lease of certain city owned property.

City Clerk Tammy Koller read the first reading of Bill No. 3602 by caption only.

No vote was taken.

Reports of City Officials, Boards and Committees

City Administrator Sally Burbridge had nothing to report.

Mayor Greg Parker reported the Knights of Columbus will be having a fish fry at the Catholic Church from February 16th to March 22nd from 4-7 P.M.

Mayor Greg Parker reported the Mark Twain National Forest Salem Ranger District will be hiring 2-3 high school students for the youth conservation corps program. Students ages 15-18 are welcome to apply. The deadline to apply is by 4:30 P.M. March 29. For more information, please contact the main office at (573) 729-6656.

Mayor Greg Parker reported the ATC Den, 404 W. Fourth Street, will be having high school students helping them sell biscuits and gravy the mornings of the 100 Acre Wood Rally.

Interim Public Works Director Joe Chase reported the electric department has been working on gateway antennas and making headway with repairs. Electric Supervisor Josh Kotchshedoff has identified some issues with the Cat 5 and Cat 6 connectors. They are currently looking at a better way to hard wire those to the base of the antennas.

Interim Public Works Director Joe Chase reported the street department picked up asphalt in Park Hills this week to fix potholes and dig outs as weather allows.

Interim Public Works Director Joe Chase reported employees have been cleaning and doing maintenance on equipment that is slated for Purple Wave. Cleaning the equipment allows them to make better assessments of what stays and what goes.

Interim Public Works Director Joe Chase reported the street department has been sweeping streets on the east side of town.

Interim Public Works Director Joe Chase reported the mechanic built new sewer plant grates for the water that flows from the clarifiers.

Interim Public Works Director Joe Chase reported the cemetery crew added topsoil, seed, and fertilizer to some graves that needed repair.

Interim Public Works Director Joe Chase reported the construction crew tore out approximately 220 feet of curb and guttering on Carty Street. They found that there was a ground water holding issue unrelated to any runoff from the US Foods cooling units. That issue is believed to be resolved.

Parks and Recreation Director Melissa Dubois reported that soccer is underway with 302 children playing this season. Dubois gave a special thank you to Browns Heating and Cooling for sponsoring the shirts.

Parks and Recreation Director Melissa Dubois reported the restrooms at the park and Al Brown are scheduled to be opened on March 21st.

Parks and Recreation Director Melissa Dubois will be having students help with mulching of the trees on the service day with the high school.

Alderman Shawn Bolerjack had nothing to report.

Alderman John Whelan had nothing to report.

Alderman Kyle Williams reported the Utility Committee Meeting will be tomorrow Wednesday, March 13, at 6:15 P.M. at the Community Center at the Armory.

Aldерwoman Kala Sisco reported she has requested the Utility Committee to review the recently passed utility deposits.

Aldерwoman Kala Sisco thanked Brent Young and staff for painting the parking lines by Spring Creek Café.

Aldерwoman Kala Sisco reported there will be a Community Involvement Meeting on March 21st at 5:00 P.M. at the Community Center the Armory.

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(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.

Aldерwoman Sisco moved to go into closed session for personnel and contracts.

Seconded by Alderman Williams.

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

The Board went into closed session at 7:33 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 4 Aye-Bolerjack, Williams, Sisco, and Whelan. 0 Nay. Motion carried.

Mayor Greg Parker adjourned the meeting at 8:22 P.M.

Tammy Koller

City Koller

APPROVED:

Greg Parker

Mayor

ATTEST:

Tammy Koller

City Clerk



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

SPECIAL BOARD OF ALDERMEN MEETING MINUTES
1200 W. Rolla Rd.
March 19, 2024
6:00 P.M.

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 6:03 P.M.

Roll Call

Council Members present included Shawn Bolerjack, Kala Sisco, John Whelan, and Kyle Williams. Others in attendance were: City Administrator Sally Burbridge and Assistant City Clerk Wanda Suhr.

Reading of Bills (First and Second Reading)

Bill No. 3603 An ordinance to allow the subdivision of 402 S. Pershing, part of the S ½ of Lot 1 of the SW 1/4, of Section 18 Township 34 North, Range 5 West, of the 5th P.M. Dent County, Missouri: Betty Allen and Robert Stroburg, owners.

Assistant City Clerk Suhr read both readings of Bill No. 3603 by caption only.

Alderman Whelan moved to approve Bill No. 3603.

Seconded by Alderwoman Sisco.

The vote was 4 Aye-Whelan, Sisco, Williams, and Bolerjack. 0 Nay. Bill No. 3603 passed as Ordinance No. 3603.

Closed Session

Pursuant to Section 610.021 (13) of the Revised State Statutes of the State of Missouri pertaining to individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source.

Alderwoman Sisco moved to go into closed session for records pertaining to employees or applicants for employment.

Seconded by Alderman Whelan.

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

The Board of Alderman went into closed session at 6:05 P.M.

Action Taken in Closed Session

At 7:02 P.M. Alderman Williams moved to approve mayoral appointment, Steve Paine, for Public Works Director.

Seconded by Alderman Bolerjack.

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

With no more business to come before the board, Alderwoman Sisco moved to adjourn at 7:53 P.M.

Seconded by Alderman Williams.

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

Wanda Suhr
Assistant City Clerk

APPROVED:

Greg Parker
Mayor

ATTEST:

Wanda Suhr
Assistant City Clerk

CITY OF SALEM
CITY CLERK
400 N IRON ST
SALEM

MO 65560

MISSOURI DEPARTMENT OF REVENUE

02/20/24

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR
MONIES TOTALING \$ 19,385.99 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

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

MOTOR FUEL TAX	\$	13,801.20
MOTOR V SALES TAX	\$	4,078.92
MOTOR V FEE INCREASES	\$	1,505.87

FOR YOUR CREDIT AND USE ON 02/23/24.
IF YOU DO NOT RECEIVE YOUR DISTRIBUTION OR IF YOU HAVE QUESTIONS CONCERNING
THE AMOUNT OF YOUR DISTRIBUTION, PLEASE CONTACT THE MISSOURI DEPARTMENT
OF REVENUE AT (573) 751-2611.

CITY OF SALEM
CITY CLERK
400 N IRON ST
SALEM

MO 65560

MISSOURI DEPARTMENT OF REVENUE

03/15/24

WE HAVE INSTRUCTED THE CENTRAL BANK, JEFFERSON CITY, TO DISTRIBUTE YOUR
MONIES TOTALING \$ 17,936.99 BY ELECTRONIC FUNDS TRANSFER (ACH) TO

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

MOTOR FUEL TAX	\$	12,877.11
MOTOR V SALES TAX	\$	3,480.05
MOTOR V FEE INCREASES	\$	1,579.83

FOR YOUR CREDIT AND USE ON 03/20/24.
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.



400 N. Iron Street, Salem, Missouri 65560
(573) 729-4811 Fax (573) 729-5371
www.salemmo.com

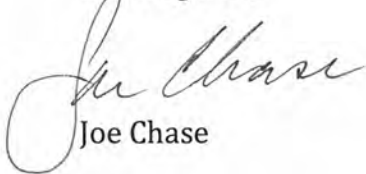
March 22, 2024

Joe Chase
Chief of Police
Salem, Mo 65560

Kindly accept this letter as my formal resignation as Interim Public Works Director. My last day is expected to be March 26, 2024.

I have enjoyed my time as Interim Public Works Director and am grateful for the opportunity. Please let me know if I can assist in the handover of my responsibilities so I can help ensure a smooth transition.

Best regards,



Joe Chase

MAYOR
Greg Parker

ALDERMEN

East Ward
Shawn Bolerjack
Kala Sisco

West Ward
Kyle Williams
John Whelan

PARKS AND RECREATION: Melissa DuBois
POLICE DEPARTMENT: Joe Chase



PUBLIC WORKS: Mark Nash
UTILITIES: Jennifer Cochran

CITY ADMINISTRATOR
Sally Burbridge

CITY CLERK
Tammy Koller

CITY ATTORNEY
James Weber

BUILDING INSPECTION: Jarred Brown
FINANCE: Stacey Houston

Staff Summary Report

MEETING DATE: March 26, 2024

AGENDA ITEM: Request for Road Closure

AGENDA TITLE:

ACTION REQUESTED BY: Lyndell Decker

ACTION REQUESTED:

SUMMARY BY:

PROJECT DESCRIPTION / FACTS

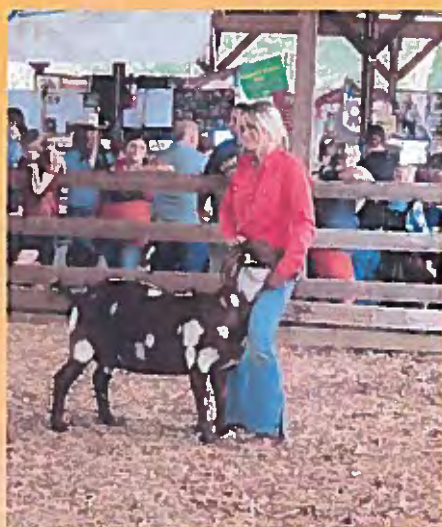
Lyndell has requested road closures for a Back-to-School Bash on August 17th from noon to 4:00P.M. Events will be dirt bike stunts by Brad Bennett, vendors, and school supplies.

Road closures include Fourth to Iron Street and Iron Street to Fifth Street.

PROCUREMENT

FISCAL IMPACTS

SUPPORT DOCUMENTS:



UNIVERSITY OF MISSOURI EXTENSION

Dent County

2023

Annual Report

**SERVE
MISSOURI.**

**DELIVER
MIZZOU.**

112 E. 5th Street
Suite 4
Salem, MO 65560
573-729-3196



Extension

University of Missouri

an equal opportunity/ADA institution



Office of Extension
and Engagement
University of Missouri

OFFICE OF THE VICE CHANCELLOR
FOR EXTENSION AND ENGAGEMENT
108 Whitten Hall
Columbia, MO 65211
PHONE 573-882-2394
EMAIL: cchiggins@missouri.edu

December 2023

Dear county commissioners and friends of MU Extension and Engagement,

Thank you for your important partnership with the University of Missouri Extension this past year.

I want to highlight three areas that address needs you helped us identify.

You may recall that the FY 23 state budget provided a one-time \$5 million infusion to MU Extension for growth. Of that, we allocated about \$3 million for field faculty in the areas of agriculture, 4-H, health/human development and business and community development.

Through a dedicated hiring effort, and thanks to that allocation, we have hired 168 new employees since November 2022. That includes 72 academic/faculty members, most of whom are field specialists in a priority area noted above, and 96 staff members (e.g., office administrators, youth and food and nutrition associates, etc.).

We also returned more faculty to local program delivery that best serves your county's needs, while preserving the partnership and relationship building work you value. Our extension and engagement specialists focus full-time on that work as they serve their assigned multi-county groups. Currently, 19 have been hired, with two more in the pipeline.

Finally, we are prioritizing our work with county extension councils. In the new role of partnership and council development director, Lorin Fahrmeier focuses on strengthening council representation and governance. This role will build stronger links with regional, educational and campus leadership to better identify and address local priorities.

At the UM System level, our engagement work across four universities and with leaders across the state makes a difference in areas of greatest need: broadband, workforce development, health access, food security and healthy futures for our youth.

Your county annual report shows what we are accomplishing together as we Serve Missouri and Deliver Mizzou. We look forward to strengthening that partnership with county commissioners and community stakeholders in the coming year.

Sincerely,

Chad Higgins, PhD
Interim Vice Chancellor, MU Extension and Engagement
Chief Engagement Officer, UM System

Who we are

Faculty and staff

**SERVE
MISSOURI.**

**DELIVER
MIZZOU.®**

Eric Meusch-Field Specialist in Livestock

Ray Walden-Field Specialist in Community Development

Stephanie Wofford-Nutrition Program Associate

Cary Terrill-Steelman- Bookkeeper

Janet Brannan- Administrative Assistant

Brandi Richardson-Extension Engagement Specialist

Kevin Crider- Cooperative Feral Hog Educator

Gatlin Bunton-Director, Wurdack Extension & Education Center. Field Specialist in Agronomy

Charles Ellis-Field Specialist in Agricultural Systems Technology

Sarah Higgins-Field Specialist in Natural Resources

Sarah Hultine-Massengale- State Specialist in Community Development

Kate Kammler- Field Specialist in Horticulture

Rachel Hopkins- Field Specialist in Agricultural Business

Emily Poncher- Community Health Specialist

Council members

Kyle Case, Chairman
Charlee Sue Jadwin, Vice-Chairman
Krystal Sims, Secretary
Jason Jones, Treasurer
Elizabeth Burrus-Barnett
Randy Burrus
Kelly Chapman
Thom Haines
CarrieLee Holliday
Dru Howard
Betty Kunkel
Lyndsey Parker
Terry Phelps
Dalton Sanders
Krystal Sims
Kolson Seay
Karla Tiefenthaler
Crystal Trosper



County commissioners

Gary Larson, Presiding Commissioner

Wes Mobray, First District

Gary Polk, Second District

Budget and more

Appropriations budget

Income

County Appropriations	42,500
Total Income	42,500

Expenses

Salaries/Benefits	48,832.55
Travel	1,934.90
Prog.Exp/Supplies	17,330.79
Capital Repairs	248.68
Total Expenses	68,226.92

Serving Dent County



MU Extension is a unique funding partnership.

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

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



Local Support

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

Dent County



University of Missouri System

COLUMBIA | KANSAS CITY | ROLLA | ST. LOUIS

UM System Footprint in the county in 2023



FY23 county students

18 students

- 9 Undergraduates
- 7 Graduate and professional students
- 8 Full-time students
- 8 Part-time students



County employees and retirees

11 people employed by UM

- 10 Campuses
- 1 UM System

6 UM retirees and beneficiaries

UM salary and retirement income:

\$524,664

UM state tax revenue: \$17,072

UM federal tax revenue: \$84,285



County alumni

Selected school alumni

- 6 Nursing
- 2 Health Professions
- 1 Dentistry
- 2 Pharmacy
- 1 Veterinary Medicine
- 11 Agriculture
- 20 Engineering
- 4 Law

Alumni teaching K-12

- 18 teachers
- 10.1% of all district teachers
- 3 principals and administrators
- 20.0% of all district principals and administrators



County breakdown

MU

- 7 students
- 46 alumni
- 2 employees

UMKC

- 0 students
- 6 alumni
- 0 employees

Missouri S&T

- 9 students
- 39 alumni
- 8 employees

UMSL

- 0 students
- 6 alumni
- 0 employees



Construction projects

- \$17,417 remitted to 2 county vendors, for 3 projects



County properties and offices

MU Extension in: Dent County



County population: 14,585



County services provided

Health care (FY23)

- 207 in-state patients seen at MU Health Care, with \$216,663 of uncompensated care
- MU Health Care's Missouri Telehealth Network recorded 497 visits to 259 patients having ZIP codes associated with the county

Extension (2022)

- 1,339 Total educational contacts from MU Extension to residents of the county, including:
- 565 contacts related to productive farming, better gardening, and managing natural resources
- 551 contacts related to healthy eating and aging, strengthening families, personal finance, or youth development
- 223 contacts related to starting businesses, developing community leaders, or renewing the local economy

Dent County



University of Missouri System

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UM System Statewide Footprint

Economic and Community Development Highlights

- In 2022, Business Development Specialists worked with small businesses and entrepreneurs statewide to create or retain 81,645 jobs.



For every dollar invested from 2019 to 2021, the MU Extension Business Development Program has returned \$133 in economic impact for its clients by increasing sales more than \$1.6 billion. For a total impact of \$3.1 billion, the program has generated more than 37,000 jobs and attracted nearly \$451 million in capital investments and \$1.5 billion in government contracts.

- Between FY17 and FY22, UM System brought Missouri more than \$1.46 billion in federal and private research funds, funded primarily from outside the state, but spent within the state.



In FY23, UM System was issued 33 patents and filed 61 new U.S. patent applications.

- In FY23, the UM System awarded 805 design and construction project contracts throughout Missouri, for a total investment of \$279.2 million in the state.



In FY23, to improve access to medical and health related services, MU Health Care's Missouri Telehealth Network's Show-Me ECHO program provided 18,381 hrs of case-based instruction to 2,938 learners located in 112 of 114 Missouri counties and the city of St. Louis.

Education and Training Provided



41,992 police, fire fighters, and medical professionals attending continuing education (2022)



Agriculture and natural resource programs served 174,692 farmers and related businesses (2022)



311,749 youth and stakeholder educational contacts in 4-H clubs, schools, camps and other programs (2022)

Education Highlights

FY23 Financial Aid Awards

In FY23, 67.3% of the UM System's 80,702 students received financial aid totaling \$973.7 million

MU		UMKC	
27,256	\$536.0M	11,859	\$217.3M
students receiving financial aid	financial aid awarded	students receiving financial aid	financial aid awarded

Missouri S&T		UMSL	
6,748	\$117.7M	8,489	\$102.8M
students receiving financial aid	financial aid awarded	students receiving financial aid	financial aid awarded



UM System's MOREnet (Missouri Research and Education Network) provides internet connectivity, access, support and training to 58 higher education institutions (230,000 students), 485 K-12 school districts (832,000 students) and 132 public libraries (serving nearly 3 million Missourians) in 2022.

- UM System awarded 50.5% of the 32,098 Bachelor's or higher degrees awarded by Missouri four-year public institutions in 2022-23.
- UM System awarded 36.6% of the 1,935 research doctorates and 26.9% of the 3,593 professional doctorates awarded by Missouri public and not-for-profit private institutions in 2022-23.
- In FY23, UM System's \$37.9 million in National Science Foundation (NSF) grants represented 88.3% of all NSF grants made to Missouri public colleges and universities.
- In 2023, over 10,900 Missourians accessed mobroadband.org, part of the UM System Broadband Initiative which helped the statewide build-out of high-speed internet infrastructure. MU Extension also supported residents in making individual challenges to the FCC that resulted in \$810,000 in additional funding for the state of Missouri.

Supporting the University of Missouri is an investment in the future of Missouri.

The university advances Missouri citizens and communities through its mission of teaching, research, public service, and economic development across our four campuses and University of Missouri Extension.

Prepared in December 2023, based on the best available and most recent data. Data Sources include: Missouri Office of Administration • UM IR • MU Institute for Public Policy • Center for Applied Research and Engagement Systems (CARES) • MU • UMKC • Missouri S&T • UMSL • UM System • UM Health Care • MU Extension • US Census Bureau • US Dept. of Health and Human Services • National Science Foundation



Missouri Grand Challenges: Local Solutions

DENT COUNTY



Knowing Missouri's Needs

MU Extension asked Missourians to share the greatest challenges they and their communities face.

We heard that feedback and made big changes in the way we work with council and local partners to improve lives. Locally, a network of county engagement and subject matter specialists now share MU's knowledge, research and engagement, targeting programs, information and assistance in:

- agriculture and environment
- youth and family
- business and community
- health and safety

For each grand challenge, MU Extension and Engagement targets a specific gain by 2023:



Economic opportunity

Increase MU Extension and Engagement's economic impact to the State of Missouri from \$1 billion to \$1.5 billion overall, and from \$88 billion to \$100 billion in agriculture, the top economic sector



Educational access and excellence

Increase participation in postsecondary education from 66% to 70%



Health and well-being

Improve Missouri's health ranking from 40th to 35th in the nation

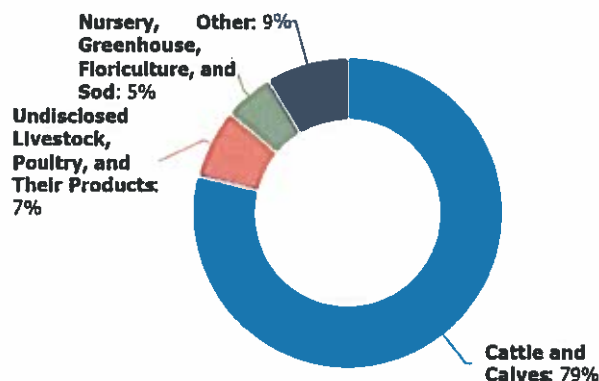
Knowing Local Challenges



CHALLENGE 1: Economic Opportunity: Agricultural Economics

Leading Agricultural Products

Total Commodity Sales: \$21,818,000



Data Source: US Department of Agriculture, National Agricultural Statistics Service, [Census of Agriculture](#), 2017.

Net Farm Income

Net farm income (total sales, government payments, and other farm-related income minus total farm expenses) reflects the strength of the local agricultural community and can be an important measure for lenders and policy makers. The report area had a combined net farm income of \$3,937,000 in 2017, an average of \$5,673 per farm. This is below the statewide average farm income of \$29,485.

Report Area	Total Farms	Average Farm Income
Dent	694	\$5,673
Missouri	95,320	\$29,485

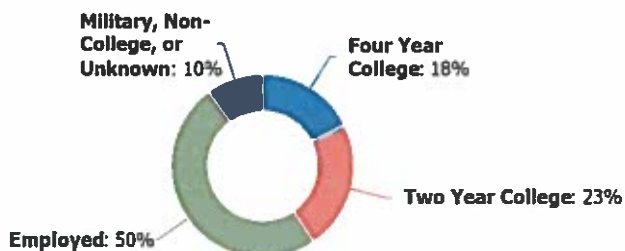
Data Source: US Department of Agriculture, National Agricultural Statistics Service, [Census of Agriculture](#), 2017.



CHALLENGE 2: Educational Access and Excellence: *College and Career Readiness*

Post High School Report

The 12-month post-graduation activity of recent high school graduates can inform communities about postsecondary education, career readiness, and characteristics of the future workforce. In 2022, of 131 graduates surveyed in the report area, 23 went to a four-year college, 30 to a two-year college, 65 directly entered the job market. The remaining 13 are reported as in the military, not in college, or unknown.



Data Source: [Missouri Department of Elementary & Secondary Education](#). 2022.



CHALLENGE 3: Healthy Futures: *Access to Care*

Mental Health Care Providers

Mental health is a critical public health issue worldwide. Access to mental health services is a challenge across Missouri, which ranks 46 out of 51 states in provider access. In the trio there are approximately 5 credentialed professionals providing mental health care to serve the area's 14,421 residents. The patient-provider ratio in the report area is 2,884 to 1, which means there is 1 provider for every 2,884 persons. The ratio of persons to providers in the report area is higher than the state average of 855:1, which means there are fewer providers per person in this area.

Ratio (Population to Providers)

2,884:1

Dent

Missouri

855:1

Data Source: Centers for Medicare and Medicaid Services, [CMS - National Plan and Provider Enumeration System \(NPPES\)](#). December 2023.

Primary Care Providers

Older adults make up a historically large percentage of the U.S. population and meeting the healthcare needs of an aging population can be challenging. In the report area, there are approximately 3 primary care physicians (MDs and DOs) to serve the area's 3,359 residents over the age of 65. The patient-provider ratio in the report area is 1,120:1, which means there is 1 provider for every 1,120 older adults. The ratio of adults to providers in the report area is higher than the state average of 242:1, which means there are fewer providers per person in this area.

Ratio (Population to Providers)

1,120:1

Dent

Missouri

242:1

Data Source: US Department of Health & Human Services, Health Resources and Services Administration, [HRSA - Area Health Resource File](#). December 2023.





CHALLENGE 4: Agricultural Growth & Stewardship: *Soils Testing*

Recent public initiatives and USDA programs are putting a focus on producers to improve the health of their soil. The USDA-NRCS defines soil health as the continued capacity of the soil to function as a vital, living ecosystem that sustains plants, animals and humans. A variety of practices can improve soil health, including regular monitoring, sampling and testing protocols. The MU Soil and Plant Testing Laboratory provides testing and unbiased, research-based recommendations for economically viable and environmentally safe nutrient management practices across Missouri.

Report Area	Agriculture	Home and Garden	Community Areas	Research	Total
Dent	321	15	2	0	338
Missouri	11,785	4,192	315	3,708	20,000

Data Source: [University of Missouri Extension Soil and Plant Testing Laboratory Annual Summary, 2022.](#)

Dent County

Missouri 4-H



Community clubs are organized by volunteer club leaders and teams of recognized volunteers. Members attend club meetings, elect officers, enroll in projects and plan learning and community service activities. Some clubs opt to be single-project clubs, where all members focus on the same project.



4-H In-school clubs meet during the school day. Members participate in projects that supplement their existing lessons. Clubs may meet for short periods or span the full 4-H program year. Members can elect officers and plan learning activities with options of public speaking, community service and links to career readiness.



A **SPIN club** focuses on a specific topic led by an expert in the field. While community clubs may meet over the full 4-H program year, SPIN clubs meet for set periods, typically from several weeks to a couple months. SPIN clubs can elect officers and plan learning activities with options of public speaking, community service and links to career readiness.

Dent County

Missouri 4-H



Afterschool clubs

These clubs meet after school for periods ranging from a few weeks to a full 4-H program year. These clubs typically focus on a single project at a time but can rotate through more than 100 different project topic areas. Members can elect officers and plan learning activities with options of public speaking, community service and links to career readiness.



4-H's Leadership and Civic

Engagement programs foster understanding, confidence and decision-making skills to empower youths to become informed and active young citizens. 4-H civic engagement initiatives prepare young people to become future leaders by engaging them in programs where they have voice and influence.



4-H Natural Resources programs employ hands-on activities in climate science, environmental sustainability, renewable energy, sportfishing and wildlife conservation. The **Shooting Sports program**, which teaches marksmanship, safe firearm use, hunting and archery principles, is a prime illustration of how 4-H programs promote holistic youth development and responsible citizenship. Supported by caring adult leaders, these programs offer opportunities to cultivate life skills, self-worth and conservation ethics.



Dent County

Missouri 4-H



Missouri 4-H Agriculture and STEM programs employ hands-on activities that foster problem-solving, creativity, critical thinking and exploration in engineering and technology. Agriculture programming emphasizes biology, environmental science, agri-science, veterinary science and engaging activities such as animal care and agronomy. STEM programs delve into computer science, robotics, aerospace, physics, chemistry and veterinary science.



4-H's Healthy Living programming teaches skills for healthy choices and lifestyles, enhancing overall well-being and equipping youths to tackle life's challenges. Emphasizing social-emotional health, 4-H fitness, health, nutrition and safety programs cultivate confident, caring young leaders who prioritize mental and physical well-being.



4-H's College and Career Pathways program emphasizes the pivotal role of education in attaining career goals, creating paths to success through exposure to project areas and mentorship. In addressing workforce challenges, 4-H strives to equip young people with financial literacy and basic skills for productivity.





MU EXTENSION **Serves MISSOURI and Delivers MIZZOU**
through credible statewide programs
Missouri 4-H for ages 8 – 18



Legend



**Agricultural Growth
& Stewardship**



**Economic
Opportunity**



**Educational
Access &
Excellence**



**Health
& Well-Being**

Local Impact

A community of 219 youth building life skills, contributing to their community, and becoming college and career ready.

1 in every 8 Dent County youth between the ages of five and eighteen participated in a MU Extension 4-H Youth Development program in 2023.

4-H Members

4-H programs are grounded in the belief that youth learn best by doing. Through hands-on projects like science, health, agriculture, and civic engagement in a positive environment, youth receive guidance from adult mentors and are encouraged to take on proactive leadership roles. Youth have the opportunity to concentrate on one focus area, or they can try a variety of programs throughout their 4-H experience. Dent County served youth through 4 community clubs, and 3 In-school 4-H SNAC Clubs offering long-term educational experiences in which members learn life skills such as decision making, public speaking, and working with others.

- There were 219 members in the community clubs and in-school SNAC clubs in Dent County during the 2022-2023 4-H Year.
- Over 95% of 4-H members were engaged in science related projects and experiences.
- Collectively youth participated in 1,903 hours of community club work in Dent County.
- Over 4,150 hours of community service projects were completed by 4-H members and volunteers during the 2022-2023 4-H Year.

4-H members have demonstrated learning through the following activities:

- There were 443 exhibits at the 2023 Dent County 4-H/FFA Expo from 4-H members and FFA members, who are also supported through youth programming.
- Dent County youth exhibited over 30 exhibits in the 4-H Building and livestock shows of the Missouri State Fair.
- 4-H members from Dent County Participated in skill development contests on the State level including State Meats Contest, State Livestock Judging, State Poultry Day and State Public Speaking. Participation in these events helps youth to develop confidence and practice their decision making and public speaking skills through competitions tied to project areas they are passionate about.
- 16 members represented Dent County as counselors or campers at Camp Clover Point 4-H Camp.

4-H Clubs offer in-depth educational experiences in which members learn life skills such as decision making, public speaking, and working with others. Members learn by doing under this guidance of adult volunteers, who lead a wide variety of projects that support 4-H members in finding their SPARK. Club and project leaders also involve youth and teens in community service, leadership opportunities, and educational trips. 4-H project work and related educational experiences help youth explore interests in citizenship, communication, and leadership.

Dent County

Missouri 4-H

Local Impact

Dent County members enrolled in a combined total of 606 projects in 2023. The top project areas were agriculture with the top two being beef and swine.

Impacts of 4-H Programming

- 4-H members are twice as likely to go to college compared to their non 4-H peers and they tend to pursue careers in STEM fields (Lerner & Lerner, 2011).
- 4-H also prepares youth for the workplace. Youth must be prepared to live and work in a world we cannot completely envision- competing for jobs that do not yet exist, using technologies that have yet to be identified. 4-H is the only youth development program with direct access to technological advances in agriculture, life sciences, and social sciences from the university system. This brings relevant science content and hands-on learning that helps youth thrive (Arnold, Bourdeau, & Nott, 2013).
- Youth who earn a bachelor's degree increase their annual earnings by \$2 million over their lifetime. (U.S. News and World report, 2011) If 50% of the Dent County youth participating in 4-H events on a college campus receive a bachelor's degree, 4-H would help young people acquire \$1,000,000 more in lifetime earnings.

4-H Volunteers

- Dent County 4-H members were supported by 53 enrolled, screened, and oriented adult volunteers and 4 youth volunteers supporting the development of youth in 2023.
- Volunteers contributed 5,700 hours to the Clark County 4-H program valued at \$181,260.

Volunteers participate in development opportunities like project leader training and club leader summits, in addition to ongoing support from MU Extension youth faculty and staff gaining knowledge in how to offer a valuable learning experience for the youth they are working with while maintaining a safe, supportive environment. Volunteers create, support, and are a vital part of the 4-H community. Dedicated volunteers help to organize club meetings, fundraisers, and events. They also provide learning opportunities for youth in their projects, teaching life skills and instilling qualities of character like respect and responsibility in members. Adult volunteers serve as mentors for our youth, helping them transition into caring, healthy adults who contribute back to their communities, which is priceless.

Dent County

Missouri 4-H

Local Impact

Findings from a 2021-2022 evaluation study shows that Missouri 4-H:

Missouri 4-H Inspires Kids to Do	Missouri 4-H Grows True Leaders	4-H Builds Leadership and Communication Skills	4-H Builds Social and Emotional Skills
<ul style="list-style-type: none">• 98% said they are willing to work hard on something difficult.• 91% set personal goals.• 97% said they try to learn from their mistakes.• 98% said they treat others the way they want to be treated.	<ul style="list-style-type: none">• 97% said they like to learn about people who are different than them.• 93% said they think about others' feelings before they say something.• 75% reported feeling comfortable being a leader.	<ul style="list-style-type: none">• 95% help others reach their goals.• 86% are comfortable speaking in a group.• 99% said they show respect for other's ideas.• 85% can work with someone who made them upset.• 95% Look for ways to involve all members of a group.	<ul style="list-style-type: none">• 94% said they keep trying until they reach their goals.• 89% stop to think about their choices when making a decision.• 97% reported that they like to learn new things.• 91% of Missouri 4-H'ers surveyed said they are willing to try something they might get wrong.

Dent County

Missouri 4-H

Local Impact

4-H SNAC Clubs

4-H Student Nutrition Advisory Council (SNAC) clubs are offered in a variety of settings including before school, during school, afterschool, and in other community settings helping youth build knowledge about nutrition and fitness. Youth participate in a leadership project where they are encouraged to become an ambassador of Healthy Living in their communities by designing and implementing a leadership project that will improve education and the fitness of others. Across the state, youth have developed creative ways to advocate for healthy living. In 2023, there were 91 SNAC Clubs across Missouri with 2,577 youth participating and reaching 4,300+ youth through the leadership projects.

In Dent County, SNAC efforts reached 46 youth for a total of 368 youth leadership project hours.

Resources

Arnold, M., Bourdeau, V., & Nott, B. (2013). Measuring science inquiry skills in youth development programs: The Science Process Skills Inventory, *Journal of Youth Development*, 8(1).

Independent Sector (2023). Independent sector releases new value of volunteer time \$31.80 per hour. Retrieved from: <https://independentsector.org/blog/independent-sector-releases-new-value-of-volunteer-time-of-31-80-per-hour/>

Lerner, R.M., Lerner, J.V. (2011). The positive development of youth: Report of the findings from the first seven years of the *4-H Study of Positive Youth Development*. Retrieved from <http://www.4-h.org/about/youth-development-research/>.

U.S. News and World Report (2011). How Higher Education Affects Lifetime Salary. Retrieved from <https://www.usnews.com/education/best-colleges/articles/2011/08/05/how-higher-education-affects-lifetime-salary>



Dent County

Missouri 4-H

Local Profiles and Stories



We're on the web!
extension.missouri.edu/dent/4-h



Dent County

UNIVERSITY OF MISSOURI EXTENSION

Livestock

Serving Dent, Phelps, Crawford, Pulaski, Shannon Reynolds, Carter, and Texas Counties

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2023 AT A GLANCE

- Drought was one of the main topics working with beef producers. This included programming on herd management and nutrition.
- Show Me Select Heifer development activities expanded as I took over coordination of Central Missouri, working with producers and assisting with the Spring Sale in Vienna.
- Poultry programs including backyard chickens and home butchering of chickens were in demand in many counties.
- Show Me Quality Assurance events held in Dent, Phelps and Crawford Counties trained youth on proper care of livestock. Other youth oriented activities included Ozark Cattlemen's Beef Day in Salem and the Wurdack Education Day event.
- The Value-Added Meats (VAM) team collaborated with Feedlot School team to develop the Direct Marketing Beef School. VAM also worked through the 2501 Program to conduct a hands-on chicken processing workshop for urban farmers in the St. Louis area



Producers learned how to add value to their cattle by finishing animals and marketing beef direct to consumers. They also toured a confinement beef feeding operation and learned from local processors.



A Livestock producer shares her experience in developing and managing her grazing system at a Grazing School in Texas County

KEY SUCCESSSES

- ✓ 94 Show Me Select Heifers were sold at Central Region Sale in Vienna in May totaling \$199,450 in sales. Statewide a total of 1647 Show Me Select heifers were sold for \$4,180,575 in 2023.
- ✓ Over 200 youth in 3 counties received Show Me Quality Assurance training, learning industry standards for food animal care and husbandry. This training is required for youth exhibiting livestock at county fairs and Livestock Expos.
- ✓ Participants in Missouri Grazing schools learned the basics in management intensive grazing, including soil and forage management, grazing system layout, livestock management and infrastructure development..
- ✓ Socially Disadvantaged and Veteran Farmers and Ranchers participated in livestock related programs such as backyard poultry, sheep and goat production, and small-scale chicken processing. This was part of the grant funded 2501 program. This program also supported farm visits, learning circles and team to one coaching.

Dent County

2023 Livestock Highlights



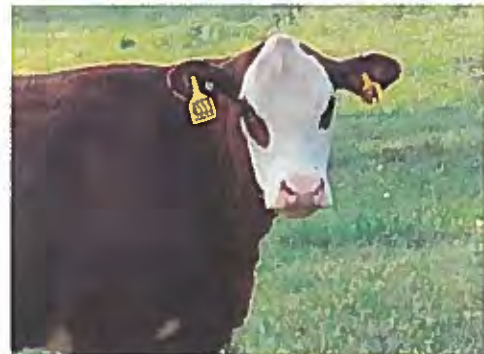
Discussing herd management during a drought at the Wurdack Extension Farm Field Day.



Show Me Quality Assurance training for youth that will be exhibiting livestock in Phelps county.



Presenting on Direct Marketing Meat at the Ag Connect Conference in Poplar Bluff as part of the Value-Added Meats Team



A Show Me Select Heifer sold at the Central Regional Heifer sale.



Small-scale chicken processing is a popular hands-on training. This event was hosted by the 2501 Program.



Ozarks Cattlemen's Beef Day is a collaboration between Extension, Cattlemen's Association, FFA and others in the community targeting grade-schoolers in Dent County.

Dent County

UNIVERSITY OF MISSOURI EXTENSION

2023 Update

Kevin Crider
Cooperative Feral Hog Outreach
Educator
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Covering Shannon, Dent, Texas, Crawford, Phelps, and Pulaski Counties

2023 in review

Hello all! It has been a busy year for the Missouri Feral Hog Elimination Partnership.

New equipment was purchased for several counties affected by feral hogs and is in place for use free of charge to those with feral hog damage. The equipment can also be rented for those wishing to utilize the equipment for other projects. The equipment is managed by the local SWCD offices and oversight is provided by the Missouri Department of Conservation and MU Extension.

There was an increase in feral hogs taken off of the landscape in 2023 with Elimination Specialists removing 7,885 feral hogs, compared to 6,289 in 2022. This is an increase of 23.7%. One contributing factor to the increase could be due to the large acorn crop in the Ozarks during the fall of 2022 when hogs were not responding to bait as well as they did during the fall of 2023. MFHEP also assisted 660 landowners with feral hog problems.

Air operations began again in December and the MFHEP staff are busy with their drones locating feral hogs and sending the coordinates to the helicopter for daytime aerial gunning. Aerial operations are planned through March with the USDA helicopter, as we have done for the last few years.



Photo of the new Haybuster 107 drill purchased by MFHEP for Dent County SWCD.



Pictured here is a new Great Plains drill purchased by MFHEP for the Shannon County SWCD

Looking at 2024

I hope to visit more counties and attend some Extension council meetings.

- The MFHEP 2023 Annual Report will be completed very soon.
- The four MU Extension Outreach Educators will be finishing up the winter edition of the Hog Herald Newsletter at the end of March.
- Outreach educators will continue building partnerships with new cooperators to eliminate any potential sanctuary properties for feral hogs.

Please contact me for any details related to the programs above.

Dent County

Agriculture and Environment

Local Impact

Gatlin Buntin -Director, Wurdack Extension and Education Center, Field Specialist in Agronomy

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

Private Pesticide Applicator Training: Farmers who wish to purchase or apply restricted use pesticides must go through training to obtain or renew a private pesticide applicator license. Approximately 15 farmers participated in private pesticide applicator trainings in Dent county in 2023. Farmers who participate in the training learn about pesticide labeling, personal protective equipment, environmental concerns, pesticide mixing and application, principals of pest control and pesticide formulations. The Missouri Department of Agriculture issues private pesticide applicator licenses.

Soil Testing: Soil testing provides farmers, gardeners and homeowners information about the fertility of their soil and recommendations on how to fertilize and lime to improve plant growth. In 2023, nearly 400 hundred soil samples were tested in Dent County. Farmers who use soil testing have reported that yields have improved because of using their soil test results. Other farmers have reduced fertilizer inputs due to soil tests showing that fertility levels are already high. Gardeners and homeowners use soil testing to improve fruit and vegetable production or to make their lawn grow better. Soil testing is the first step in making the most of fertilizer application. Extension guides and personal consultations help people understand their soil test reports and how to use the information in the report.

Farmer Consultations and Site Visits: Throughout the year farmers need timely answers and advice on various forage, weed management, and agronomic issues. Forage quality assessment was one of the most common reasons for one on one consultations in 2023. Nitrate toxicity was a concern of many producers. Nitrate toxicity is a serious issue for grazing animals. When certain forages are exposed to cold or drought stressors they may increase the level of nitrates within the plant. An acid quick test allows you to visually assess whether or not the forage has toxic levels of nitrate and allows the producer to make informed decisions.



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

Dent County

Agriculture and Environment

Local Impact

Dent County Forage Loss Assessment 2023

Rusty Lee- Extension Agronomy Specialist, East Central Region

State-wide Overview

The 2023 forage production season featured a prominent drought event that continues to impact the State. Drought conditions first emerged in April (Figure 1) when the state recorded its 4th driest April (-2.17") dating back to 1895. Precipitation totals remained below average in May (-1.87") and June (-2.72") with average monthly temperatures running 1 to 2 °F above normal (Figure 2). Several rounds of heavy rainfall in late July and early August helped to bring temporary drought relief, but dry conditions returned in September and October. Overall, the seven-month period from April to October has been the 14th driest

(-6.02") for Missouri and 2023 is currently the 7th warmest year on record through October (Figure 3). The largest precipitation deficits and areas most impacted by drought are approximately located along an axis from southwest to northeast Missouri (Figures 4 and 5).

This year's drought occurred during the growing season, resulting in widespread negative impacts to the agricultural sector. Depleted soil moisture has led to poor pasture and crop conditions along with mature tree stress. Timely rainfall in July and August provided some relief to crops, but the return of hot and dry conditions in September and October limited fall pasture growth. Agricultural water supply has also been a persistent issue with many pond levels low or dry. Larger streams and rivers have also been dry, with up to 40% of the state's monitoring gauges measuring streamflow that is well below normal since April. Hydrological drought has also contributed to commercial navigation impacts along the Mississippi River, especially south of St. Louis. Altogether, there have been 984 community drought impact reports through the Condition Monitoring Observer Reports (CMOR) program this year (Figure 6).

The transition from October to November in Missouri was marked by beneficial rainfall and colder temperatures but conditions were short lived. As of November 20, Missouri is on track for another month featuring both above normal temperatures and below normal precipitation, extending the 2023 drought through the end of the fall season. This has resulted in a continuation of drought impacts including agricultural concerns, enhanced fire risk and low water levels on streams, rivers and ponds. As of November 14, approximately 55% of the state remains in drought with 19% of the state being characterized as either severe or extreme drought (Figure 7).

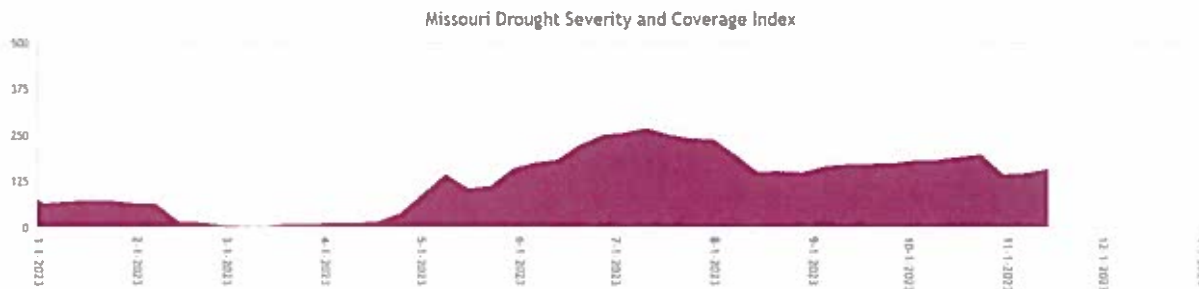


Figure 1. Missouri Drought Severity and Coverage Index (DSCI) from January 1, 2023 to November 14, 2023. DSCI values quantify the combined spatial extent and severity of drought conditions. Data provided by the National Drought Mitigation Center (<https://droughtmonitor.unl.edu/DmData/TimeSeries.aspx>).

Dent County

Agriculture and Environment

Local Impact

Dent County Forage Loss Assessment 2023

Rusty Lee- Extension Agronomy Specialist, East Central Region

2023 Missouri Statewide Monthly Precipitation Departures

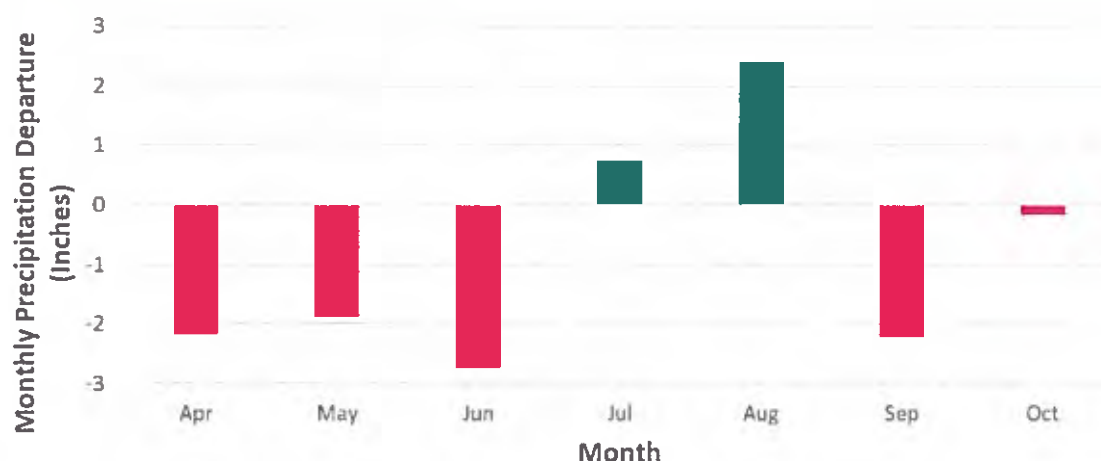


Figure 2. Statewide monthly precipitation departures from normal during April to October 2023. Precipitation normals based on 1901 – 2000. Data provided by the National Center for Environmental Information (<https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/>).

Missouri

Year-to-Date Average Temperature

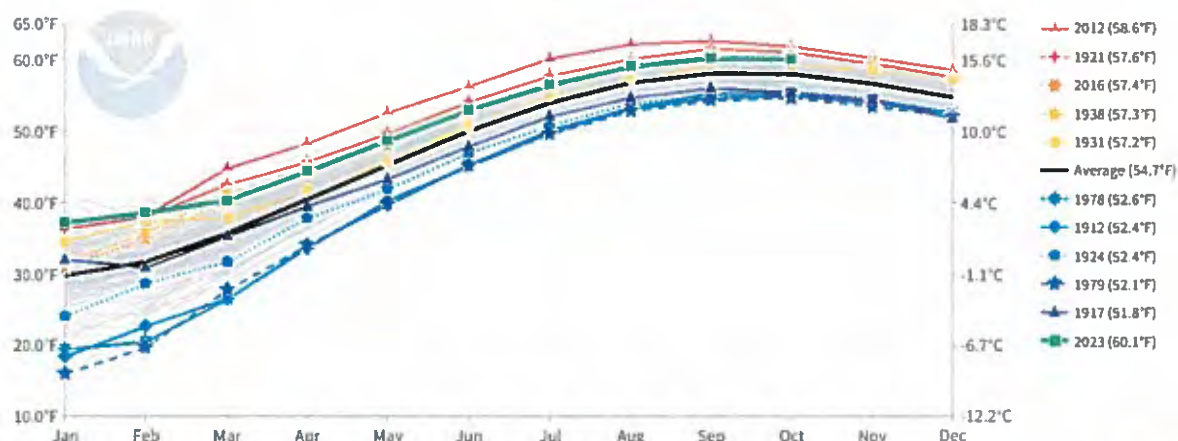


Figure 3. Missouri 2023 average temperatures (green) compared to other years. Data provided by the National Center for Environmental Information (<https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/>).

Dent County

Agriculture and Environment

Local Impact

Dent County Forage Loss Assessment 2023

Rusty Lee- Extension Agronomy Specialist, East Central Region

County Precipitation Anomaly

April - October 2023

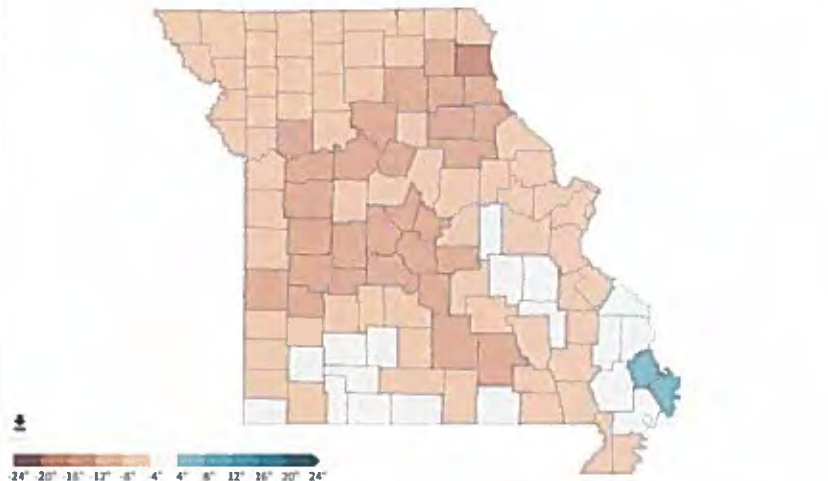
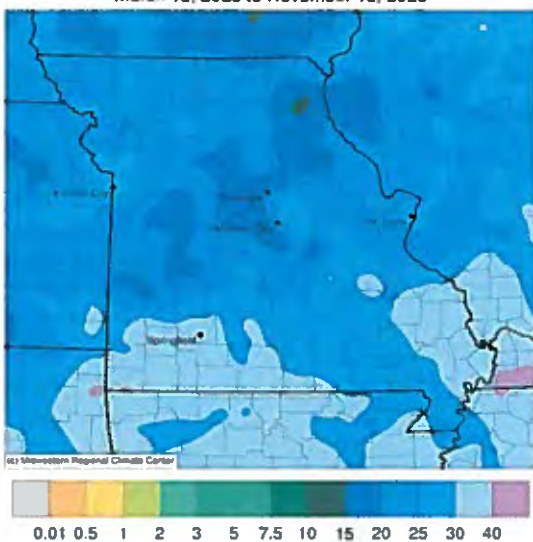


Figure 4. County-averaged precipitation departures from normal during April to October 2023. Precipitation normals based on 1901 – 2000. Data provided by the National Center for Environmental Information (<https://www.ncei.noaa.gov/access/monitoring/climate-at-a-glance/>).

Accumulated Precipitation (in) March 15, 2023 to November 15, 2023



Accumulated Precipitation (in): Departure from 1991-2020 Normals March 15, 2023 to November 15, 2023

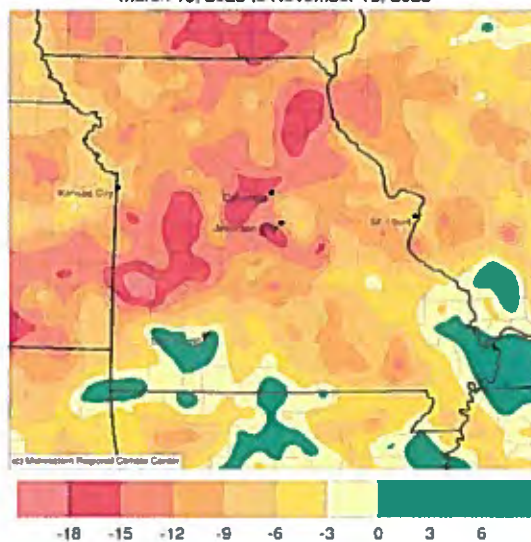


Figure 5. Precipitation accumulation (left) and departures from normal (right) from March 15 to November 15, 2023. Data provided by the Midwestern Regional Climate Center (<https://mrcc.purdue.edu>).

Dent County

Agriculture and Environment

Local Impact

Dent County Forage Loss Assessment 2023

Rusty Lee- Extension Agronomy Specialist, East Central Region

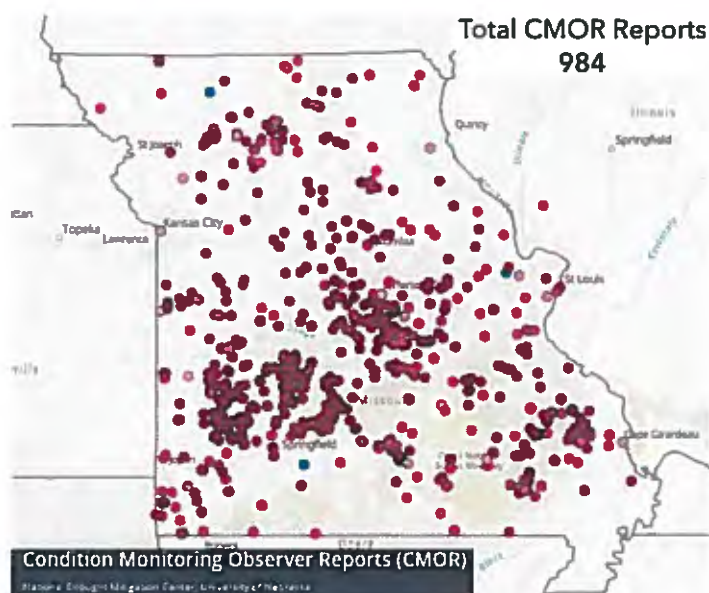


Figure 6. Missouri drought impact reports submitted by the community to the National Drought Mitigation Center's Condition Monitoring Observer Reports (CMOR, <https://droughtimpacts.unl.edu/Tools/ConditionMonitoringObservations.aspx>) system from January 1 to November 19, 2023.

U.S. Drought Monitor Missouri

November 14, 2023
(Released Thursday, Nov. 16, 2023)
Valid 7 a.m. EST

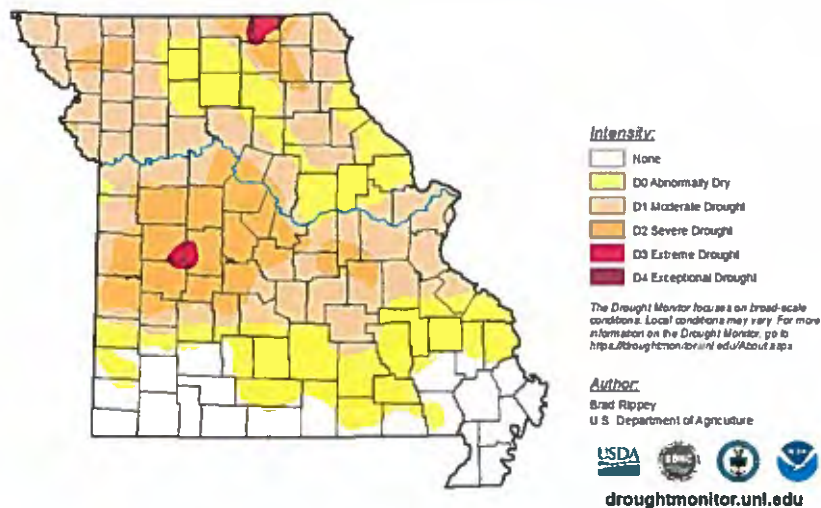


Figure 7. Most recent U.S. Drought Monitor depiction (retrieved 11/20/23).

Dent County

Agriculture and Environment

Local Impact

Dent County Forage Loss Assessment 2023

Rusty Lee- Extension Agronomy Specialist, East Central Region

County Specific Data - Dent

Cool-season grasses are the predominate forage species in Dent County. Much of its annual forage production occurs prior to the summer “slump” period of July and August. That makes April, May and June the quarter of the calendar to make or break a year’s forage production.

Assuming soil fertility is adequate, soil moisture is the largest determining factor of forage production. This direct plant response makes tracking rainfall, and its contribution to soil moisture, an excellent barometer of forage production. During the April - June period, rainfall for Dent County was 7.10 inches below the 1901-2000 average amounts. This represents a 51 % decline in precipitation during this critical period of forage production. My observations of pastures and hayfields in the county, including conversations with area producers, provided a verification of this expected reduced forage productivity claim.

While there was some short-term relief from a few July and August rains, our cool-season grasses saw April - June temperatures for the county being 1 % above the 100-year average, and more importantly, a lower-than-normal soil moisture level to start the growing season due to our drought actually beginning in the fall of the previous year.

These measurements, observations and conversations shape my opinion to be that Dent County experienced a 51 % reduction in forage growth for the 2023 growing/grazing season.

Dent County

UNIVERSITY OF MISSOURI EXTENSION

Horticulture

Serving Ste. Genevieve, St. Francois, Washington, Crawford, Dent,
Gasconade, and Franklin Counties

Katie Kammler
Horticulture Specialist
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2023 AT A GLANCE

- 3689 direct contacts through programming where participants are actively engaged in the learning process. Programs included home vegetable gardening, commercial organic specialty crop production, Garden Hour with MU Extension, bug bingo, plant diseases, pumpkin production, weed control, and many more.
- 757 requests for horticulture information through calls, emails, walk-ins or site visits from 28 counties and 6 states.
- 2200+ subscribers to the monthly Garden Spade newsletter with a 15% increase in subscriptions during 2023. Topics include insects, weeds, landscape plants, trees, fruit, vegetables and much more.
- 6,200+ view of horticulture MU IPM YouTube video for commercial producers.



Desk top hydroponic units in my office, growing tomatoes, lettuce, kale, and bok choy. Hands-on learning about hydroponics allows me to better help clients.

KEY SUCCESSSES

- ✓ Commercial Pesticide recertification provides participants with knowledge on pesticide handling, safety, restricted use, disposal, contamination, labels, and guides.
- ✓ Client learned how to follow the fruit tree spray guide, resulting in a bumper crop of apples to share with the neighbors.
- ✓ Garden Myths program dispelled numerous myths so gardeners can have better gardens.
- ✓ Participants in Weed Warfare program learned that weed identification is the key to successful control measures.
- ✓ Many soil tests results have excess phosphorus and potassium. Provide clients education on "loving" their plants to death—save clients money and the environment by not over applying fertilizers, manures, composts, & organic matter.



Bug Bingo with high school students to learn insect identification, pests vs. beneficial insects.

Dent County

UNIVERSITY OF MISSOURI EXTENSION

2023 Update

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Covering Bollinger, Butler, Cape Girardeau, Carter, Crawford, Dent, Dunklin, Howell, Iron, Jefferson, Madison, Maries, Mississippi, New Madrid, Oregon, Pemiscot, Perry, Phelps, Pulaski, Reynolds, Ripley, Scott, Shannon, St. Francois, Ste Genevieve, Stoddard, Texas, Washington, and Wayne Counties

About me & 2023 in review

Hello all! I started my position as a Natural Resources Specialist on July 5th, 2023. I am based out of Phelps County in Rolla, and I serve 28 other counties in southeast Missouri. I got the opportunity to work in this part of the Ozarks while pursuing my undergraduate degree Environmental Science from Mizzou and loved getting to explore the beautiful landscapes in this region. I moved back to Missouri after receiving my master's in Environmental, Soil, & Water Science from West Virginia University, and I feel so grateful to be back. I'm excited to work with the people in this region to conserve our beautiful natural resources.

Since starting in July, I've gotten the opportunity to meet many others in the area involved in natural resources, including private landowners, Missouri Department of Conservation employees, and Natural Resources Conservation Service employees, people involved in the timber industry, and other Extension professionals. I'm looking forward to developing these partnerships more in 2024 and collaborating on programs to deliver in southeast Missouri. Please contact me to talk more about what kinds of natural resource programming you'd like to see in your county. Looking forward to working more with you all in 2024!



Field site demonstrating the need for timber management at the MO Tree Farm Conference.



Invasive bush honeysuckle from an invasive species workshop in Versailles, MO. Other invasive species discussed included autumn olive, multiflora rose, wintercreeper, sericea lespedeza, princess tree, and eastern redcedar (a native field invader).

Looking at 2024

Here are a few programs to keep an eye out for in 2024. I also hope to visit more counties and attend some Extension council meetings, so please reach out if you'd like me to come!

- Restarting Women Owning Woodlands program. We hope to have social hikes and monthly virtual meetings.
- White Oak, Whiskey, and Wine webinar series at 12 pm on Mondays in January.
- Hybrid (virtual & in-person) Succession Planning workshop on February 29th.
- Invasive Species workshop in March.
- Forest health webinar series in early April, followed by a forest health field day on April 13th.

Please contact me for any details related to the programs above. I will send more information and updates on programs throughout the year. I'm eager to work with you all next year!

Dent County

Business and Community

Local Impact



I started my position as a Community Development Specialist on June 12, 2023. I am based out of Salem in Dent County and also serve the counties of Crawford, Maries, Phelps, Pulaski and Washington in the East Central Region. I previously served Extension as Coordinator for the Salem Telecommunications Community Resource Center (TCRC) from 2000 through 2011 and also served as Salem's City Administrator and Economic Development Director.

Since June, I have had the opportunity to meet people from the counties I serve along with other Community Development and Extension staff. I have also been on-boarding with various Community Development programs and their use to meet different types of community needs.

Looking at 2024

Plans for 2024 include:

- Work with counties to identify community development priorities and potential partners in support of community development programs and services
- Provide regular updates on community development programs and formal presentations to county councils and other stakeholders as requested

Other projects I am assisting with include:

- Collaboration to offer a Public Manager Certification
- Rural Infrastructure Challenge Grant with Missouri S&T
- Multi-State Housing Survey

Please contact me with any questions about community development programs or services. I am glad to be serving the East Central Region and look forward to working with your county!

COMMUNITY DEVELOPMENT PROGRAM

BUILDING CIVIC CAPACITY FOR

THRIVING COMMUNITIES

What Is Civic Capacity?

The collective strength of people in a place to respond to challenges and pursue thriving communities.

What we do

Experienced community development specialists provide research-based programming and resources to individuals, organizations and local governments based on their unique issues and assets.

How we do it

Through statewide programming, we empower residents, organizations and governments to build:

BELONGING

Building social capital and inclusivity

COLLECTIVE LEADERSHIP

Guiding collaborations with diverse community leaders

Creating conditions for equitable, thriving, resourceful places

VITALITY

Engaging residents in civic life and decision-making

CONTRIBUTION

Why It's Important:

When people feel belonging within the community, they are more likely to contribute to cultivating strong, equitable, prosperous places.

Community-led change is more likely to meet the needs of all residents and make enduring progress toward local vitality.



UMSL | Economic and
Community Development

Extension
University of Missouri

Testimonial

"I have learned that my voice is very important, and I am a force to be listened to. I had many ideas but didn't have the courage to pursue all avenues and to make things better for my community, but I now feel that my voice is very important and should be heard."

- Community Development program participant

Programs and Services

Asset Mapping
Community Arts Programming
Community Assessment
Community Engagement
Community Planning Support/Coaching
Community Resource Development
Facilitation
Neighborhood and Leadership Classes
Strategic Doing
Youth Civic Engagement Programs

About us

The University of Missouri Extension and the University of Missouri-St. Louis have a history of successful partnerships building capacity for thriving communities.

Contact us to discuss how we can work with you to build civic capacity for YOUR thriving community.

extension.missouri.edu/topics/community-development

Dent County

Community and Professional Health Education

Local Impact

Stephanie Wofford- Nutrition Program Associate

The Supplemental Nutrition Assistance Program Education (SNAP-Education or SNAP-Ed) brought \$10,874,798 in federal funds to Missouri. During FY2023, Missouri's SNAP-Ed program reached over 78,000 Missourians through direct classroom education. Each person participated in an average of 6 hours of education totaling over 15,000 hours. In addition, an additional 760,135 persons participated in indirect education. Direct and indirect education resulted in over 1.8 million total contacts with Missourians.

A total of 325 participants were from Dent County.

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

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

Dent County

Community

Local Impact

The Wisdom family was selected as the Dent County Missouri Farm Family by University of Missouri Extension in Dent County and the local Farm Bureau, and were among the families honored during the 66th annual Missouri Farm Family Day, Aug. 14 at the Missouri State Fair. Teel was the 4th generation raised on his family's cattle farm in Boss, Missouri, where he and his dad also raised and showed world champion quarter horses. Farming has always been a major part of his life, and now, his passion for farming is being passed onto the next generation. Teel and Richelle's 5-year-old son, Reed, also helps on the family farm. According to Richelle, "raising goats has provided an opportunity for Reed to learn many different skills and responsibilities, while growing his own herd. Reed plays a major part in helping his parents by taming, handling, and preparing goats for show kids throughout Dent County, and various other counties."

Each year, the fair sets aside a day to recognize farm families from across the state that are active in their communities, involved in agriculture, and/or participate in local outreach and extension programs such as 4-H or FFA.

The Wisdom's operate a 49-acre meat goat operation. Teel summed up his entire life with this statement; "I can't imagine living a life without farming. It's all I've ever known. I've worked alongside generations before me who have worked so hard at this and, I'm honored to continue to pass this passion to the next generation. It allows me to provide various resources for my family, it gives so much peace and serenity to see God's immense beauty in everything he does, and it allows me to teach my family some of the most important qualities of life."

The annual event is sponsored by five partner agencies: the Missouri Farm Bureau; the Missouri Department of Agriculture; the Missouri State Fair Commissioners; the MU College of Agriculture, Food and Natural Resources; and MU Extension.

The event showcases the impact that Missouri farm families have on the economy and heritage of the state, said Missouri State Fair Director Mark Wolfe. "These families are involved in agriculture activities in their communities and are active participants in local outreach and extension. As the premier showcase for Missouri agriculture, the Missouri State Fair is most certainly the appropriate place to celebrate these families."



Dent County

Community

Local Impact

Beef Days

Over 200 4th graders and adults from Dent County attended Ozarks Cattlemen's Beef Days to learn about livestock, agriculture production, forestry and rural safety. Salem FFA, MU Extension and volunteers from the community hosted stations with 17 different topics. The students were able to participate in hands-on activities and were fed hamburgers provided by local donations and prepared by the Dent – Phelps County Cattlemen's Association.

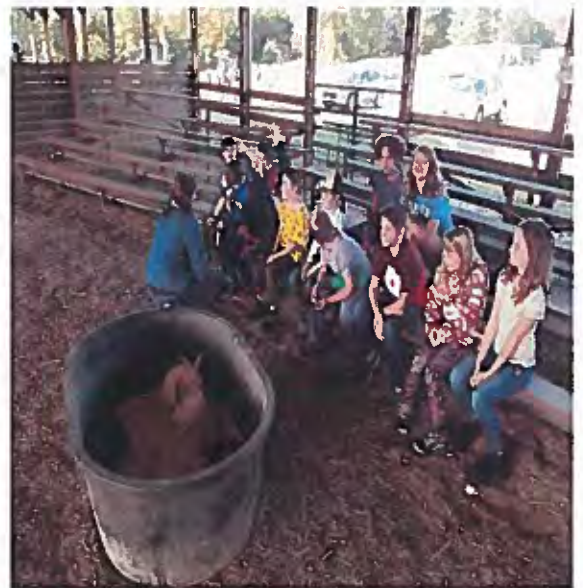


Dent County

Community

Local Impact

Beef Days



Dent County

Community

Local Profiles and Stories

Leaders Honor Roll

The Leaders Honor Roll program is intended to honor outstanding community leaders who have excelled in supporting MU Extension programs such as 4H, agriculture, business and community, or youth and families. Leaders Honor Roll recipients are recognized for efforts that support the University of Missouri Extension mission to enhance economic viability, build strong individuals, families, and communities, and create and sustain healthy environments. The Dent County Extension Council chose to recognize Cary Terrill-Steelman and Jannell Blair at their annual banquet in February. The Extension Council appreciates their long-term commitment and support of our extension programs and activities within the community.

Extension Tax Schools

University of Missouri Extension ag economics department and ag business specialists worked together to coordinate one summer and three fall tax schools. The summer school was in person and live online. Fall schools were in Columbia and Springfield and in addition a was online. The schools were designed for those who prepare taxes including enrolled agents, tax preparers, CPAs, individuals, and attorneys.

The training included updates on legislation, rulings and cases, individual taxpayer issues, agricultural and natural resources topics, ethics, trusts and estates, agriculture and natural resource tax issues, business tax issues, business entity tax issues, IRS issues, penalties and defenses, form 4797 sales of property, retirement tax issues, like-kind exchange issues. The schools were approved for 8 and 16 hours of continuing education credit by the IRS, Missouri Bar and for CFP continuing education. Total continuing education hours reported to IRS for the schools was 3,336 hours. The teaching teams included a CPA and former IRS stakeholder liaison, an IRS certified retired ag economics professor, an attorney, Missouri Department of Revenue and extension ag business specialists.

The trainings received positive evaluations and planning is underway to offer trainings in 2024. Local county residents benefit when local tax preparers have the opportunity to gain knowledge, which benefits their clients and communities. The tax schools are a program of the ag business and policy program of MU Extension, coordinated by Mary Sobba with help from a team of ag business specialists throughout the state.

The resources for the schools included the IRS, the National Income Tax Workbook from the Land Grant University Tax Education Foundation, and materials written by the instructors.

The 2023 school attendance totaled three hundred twenty-seven people. The participants were from throughout Missouri, six participants were from Dent County.



Dent County

Community

Local Impact

Leaders Honor Roll

The Leaders Honor Roll program is intended to honor outstanding community leaders who have excelled in supporting MU Extension programs such as 4H, agriculture, business and community, or youth and families. Leaders Honor Roll recipients are recognized for efforts that support the University of Missouri Extension mission to enhance economic viability, build strong individuals, families, and communities, and create and sustain healthy environments. The Dent County Extension Council chose to recognize Cary-Terrill-Steelman at their annual banquet in February. Her long-term commitment and support of Extension programs, particularly 4-H, is greatly appreciated and her work during Expo is invaluable. We appreciate Cary's commitment to Extension and to our community.

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Staff Summary Report

MEETING DATE:	03/26/2024
AGENDA ITEM:	
AGENDA TITLE:	FINANCIAL UPDATE

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

PROJECT DESCRIPTION / FACTS

Financial update:

- Total Sales Tax Revenues collected through March 2024 are \$2,809,964 (includes General Fund, Parks & Rec Fund, Capital Improvement fund, and fuel & vehicle tax)- that is slightly down 1% from same time frame as last year. \$485,145 has been collected from the additional 1% sales tax.
- Utilities Usage & Revenues are through February 2024
Electric kWh's sold is 35.7 million kWh's, that is down compared to the same time frame as last year. Revenues billed are \$5,040,277 million.
We have spent \$3,183,073 on our Purchase of Power.
Water consumption sold is 85 million gallons, that's down compared to same time frame as last year. Revenues billed are \$545,206.
Sewer consumption sold is 77.5 million gallons. Revenues billed are \$715,612.
- Fund Balance Summary shows data through February 29, 2024. The total of all funds is \$9,551,062.
- Revenues: We have brought in 58% of what has been budgeted
Expenditures: We have expended 52% of what has been budgeted

PROCUREMENT

NA/

FISCAL IMPACTS

N/A

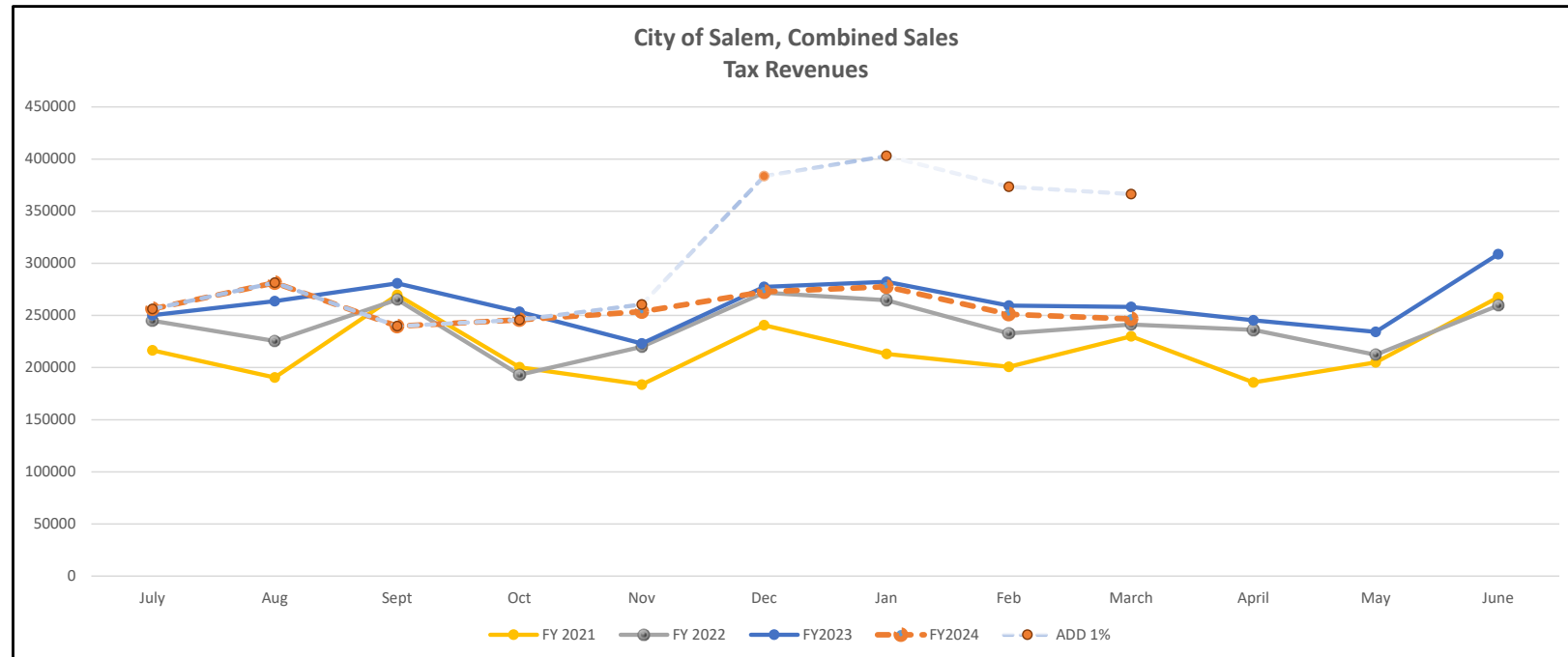
SUPPORT DOCUMENTS:	Sales Tax Collected through March 2024 Utility Consumption & Revenues through Feb 2024 Fund Balance Summaries through Feb 2024.
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DEPARTMENT'S RECOMMENDED MOTION: N/A

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	\$ 1,628,073	\$ 2,261,941
July-March	\$ 955,405	\$ 1,065,661	\$ 1,156,490	\$ 1,142,928	
Additional 1%				\$ 485,145	
Parks & Rec	\$ 491,424	\$ 538,432	\$ 579,811	\$ 428,592	\$ 579,811
July-March	\$ 358,375	\$ 399,581	\$ 433,679	\$ 428,592	
Cap Imp	\$ 655,124	\$ 717,977	\$ 773,105	\$ 571,464	\$ 773,104
July-March	\$ 477,702	\$ 532,830	\$ 578,246	\$ 571,464	

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



UTILITY USAGE & REVENUE						
	2021-2022 ACTUAL	2022-2023 ACTUAL	2022-2023 JULY-FEB	2023-2024 YTD	2023-2024 BUDGETED	% of Budget
Electric Consumption Sold	52,787,837	52,127,174	37,128,626	35,671,234		
Electric Sales Rev.	\$ 5,388,796	\$ 7,025,709	\$ 4,933,788	\$ 5,040,277	\$ 7,111,608	71%
Electric Revenue Collected	\$ 5,309,157	\$ 6,950,178		\$ 4,643,027		
Purchase of Power	\$ 4,135,284	\$ 4,423,590	\$ 3,225,361	\$ 3,183,073	\$ 4,884,189	65%
Water Consumption Sold	133,720,064	141,081,899	96,915,133	85,048,042		
Water Sales Rev.	\$ 839,084	\$ 875,341	\$ 631,926	\$ 545,206	\$ 837,829	65%
Water Revenues Collected	\$ 882,471	\$ 930,781		\$ 546,217		
Sewer Consumption Sold	121,145,016	120,598,853	83,189,358	77,489,465		
Sewer Sales Rev.	\$ 777,868	1,016,956	\$ 659,718	715,612	\$ 1,097,826	65%
Sewer Revenues Collected	\$ 832,558	\$ 1,008,308		\$ 713,809		

**As of 02/29/2024 (Pending Transfers & Adjustments)

FISCAL YEAR 2023-2024 ACTUALS (as of 2/29/2024)

SUMMARY OF REVENUES & EXPENSES

<u>Fund</u>	<u>Beginning Bal</u>	<u>Revenues</u>	<u>Expenses</u>	<u>Xfers In</u>	<u>Xfers Out</u>	<u>Ending Balance</u>
100-GENERAL FUND	544,015	1,832,898	1,848,547	300,000	76,634	751,733
120-EMERGENCY FUND	39,002	1,296				40,299
130-POST COMMISSION	1,775	569	-			2,344
201-SPECIAL STREET	490,184	179,810	29,382			640,612
210-PARK & RECREATION	563,271	467,369	369,543	-	-	661,097
220-POLICE DEPT.LAW ENF.FUND	3,603	806	-			4,409
230-OFFICERS TRAINING FUND	1,483	362	-			1,845
240-FIREWORKS FUND	2,111	70	-	-		2,181
250-INMATE SECURITY FUND	1,255	202	-			1,457
255-CHDC GRANT FUNDS	39	446,859	446,898			0
260-LOCAL LAW ENF. GRANT FUND	5	0	-			5
290-BUILDING PERMIT FUND	27,757	84,577	92,667	15,762		35,429
299-POLICE CONTRIBUTION FUND	441	15	-			455
301-CAPITAL IMP SALES TAX	895,092	550,906	409,331	-	-	1,036,668
501-ELECTRIC FUND	412,442	5,329,066	3,923,187	-	572,463	1,245,857
502-ELECTRIC D & R FUND	78,151	2,390	52,532	-	-	28,009
503-ELECTRIC RESERVE FUND	753,598	27,057	-	272,463	-	1,053,118
510-WATER FUND	736,051	600,508	562,874	-	-	773,685
511-WATER D & R FUND	210,299	131,126	174,472	-	-	166,953
512-WATER RESERVE	710,131	22,989	-	-	-	733,120
520-SEWER FUND	181,488	737,660	697,431	-	-	221,716
521-SEWER D & R	181,294	123,297	167,672	-	-	136,919
522-SEWER RESERVE FUND	108,672	2,871	-	-	-	111,543
530-SANITATION	51,897	278,278	258,324			71,851
540-CEMETERY FUND	38,392	28,542	72,583	60,872		55,223
550-LANDFILL	407,637	13,547	-			421,184
560-AIRPORT FUND	195,098	25,221	73,954	-		146,365
601-INSURANCE CONTINGENCY	143,672	4,775	-			148,446
701-UTILITY DEPOSIT FUND	475,430	15,893	-			491,323
702-CEMETERY ENDOWMENT FUND	626,076	20,806				646,882
703-ECONOMIC DEVELOPMENT	18,828	10,482	108,975	-		(79,665)
TOTAL ALL FUNDS	7,899,188	10,940,246	9,288,372	649,097	649,097	9,551,062

City of Salem- Total All Funds

	BEGINNING BALANCE	YEAR-TO-DATE 29-Feb-24	2023-2024 APPROVED BUDGET	FUND BALANCE 29-Feb-24	% of Budget
REVENUE		10,940,246	18,905,221		58%
EXPENDITURES		9,288,372	17,842,047		52%
NET GRAND TOTALS	7,899,188	1,651,874	1,063,174	9,551,062	

MELISSA MAHURIN-SHAW
EXECUTIVE DIRECTOR

606 N. McGRATH LANE

PHONE - 573-729-6453
FAX - 573-729-8411

Housing Authority

CITY OF SALEM
Salem, Missouri 65560



BOARD OF COMMISSIONERS

JOE BRAND
CHAIRMAN

ROSE KINERK
VICE-CHAIRMAN

WANDA HENSON
RICHARD LABRASH SR.
SHERMAN ODOM
SHERRY LEA

March 19, 2024

Mayor – City Council
400 North Iron Street
Salem, Missouri 65560

Council:

With the recently expired term of Rose Kinerk, Salem Housing needs to fill her *expired* four-year term as a member of the Board of Commissioners of the Housing Authority of the City of Salem, Missouri. Expired Term Feb 16, 2020-February 15, 2024.

The Salem Housing Authority Board of Commissioners *recommend* that Mr. Michael Rushing be appointed to fulfill the full four-year term which will run four years from time of approval.

Mr. Michael Rushing has stated he will gladly accept this appointment.

Respectfully submitted,

Melissa J Shaw
Executive Director
Salem Housing Authority
573-729-6453 Office
m.shaw@salemha.com

Staff Summary Report

MEETING DATE:	March 26, 2024
AGENDA ITEM:	New and Miscellaneous Business
AGENDA TITLE:	MoDOT Agreement
ACTION REQUESTED BY:	Sally Burbridge
ACTION REQUESTED:	Approval of Missouri Highways and Transportation Commission Transportation Enhancements Funds Second Supplemental Agreement (TAP-9901(520))
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

In January 2021, the board approved an agreement for Transportation Enhancement Funds for the Downtown Project which includes replacing sidewalks to make them ADA compliant. The demolition of the current sidewalks and concrete will destroy the support and bases for the existing street lighting and therefore replacement of the light poles and fixtures and undergrounding the electrical lines are included in the overall project. The project scope is for the south side of 4th Street between Iron and Main Streets, and both sides of 4th Street between Main and Washington Streets. The only heated sidewalks included in the project are replacement of existing systems, no new systems will be installed.

Given increased construction costs the past several years, the project bids came in higher than anticipated. See the Agenda Item later in this meeting packet.

In order to assist the City of Salem with this project, MoDOT made available additional funding to the city in the amount of \$129,837.63 (total new grant amount \$476,618.00)

This Supplemental Agreement was discussed previously in closed session, but no vote was taken.

Due to a short timeline MoDOT sent the agreements electronically to both the Mayor and City Clerk for signatures.

This item needs the Board of Alderman's approval to be final.

PROCUREMENT

NA

FISCAL IMPACTS

The City's previous total match for the project was \$198,700, this agreement decreases the City's total match to \$171,600. With this agreement, the grant funding has increased more than the increase in price for the total project.

SUPPORT DOCUMENTS:

- Ord # 3607
- Missouri Highways and Transportation Commission Transportation Enhancements Funds Second Supplemental Agreement
- Map of project scope

DEPARTMENT'S RECOMMENDED MOTION: Move to approve the Second Supplemental Agreement between the City of Salem and the Missouri Highways and Transportation Commission for Transportation Enhancements Funds for TAP-9901(520).

AN ORDINANCE AUTORIZING THE MAYOR TO SIGN A SECOND SUPPLEMENTAL AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR ADDITIONAL TRANSPORTATION ENHANCEMENT FUNDS FOR NEW ADA COMPLIANT SIDEWALKS SERVING DOWNTOWN BUSINESSES ALONG FOURTH STREET.

WHEREAS, this project has a long history and has been anticipated by both members of the downtown business community and the public; and

WHEREAS, the City has worked with private building owners along fourth street to secure easements to replace and upgrade sidewalks to ADA standards; and

WHEREAS, the project has been bid and the bids came in higher than engineering estimates; and

WHEREAS, MoDOT has made available additional funding to assist in moving the project forward; and

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

Section 1.

The Mayor is hereby authorized to sign on behalf of the City of Salem the Missouri Highways and Transportation Commission Transportation Enhancements Funds Second Supplemental Agreement in the amount of \$476,618.00.

Section 2.

All ordinances or part 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 March 26, 2024.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND
APPROVED BY THE MAYOR, THIS 26th DAY OF MARCH 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Wanda Suhr
Assistant City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

CCO FORM: FS31

Approved: 11/15 (MWH)

Revised: 10/22 (MWH)

Modified:

City of Salem

Project TAP 9901520

CFDA Number: 20.205

CFDA Title: Highway Planning and Construction

Award name/number: TAP - 9901(520)

Award Year: FY 21

Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
SECOND SUPPLEMENTAL AGREEMENT**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Salem (hereinafter, City).

WITNESSETH:

WHEREAS, on June 7th, 2021, the Commission and the City previously entered into a Transportation Enhancements Funds Agreement as to public improvements designated as TAP 9901(520), for the construction of pedestrian facilities along 4th Street from Iron Street to Washington Street, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) REVISION: Paragraph(s) 16 REIMBURSEMENT and Exhibit B of the Original Agreement (is/are) removed and replaced with the following:

(16) REIMBURSEMENT The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80% percent not to exceed four hundred seventy-six thousand six hundred eighteen dollars (\$476,618.00). The calculated federal share for seeking

federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

Exhibit B – Project Schedule

Task	Date
Bid Opening	4/1/2024
Construction Contract Award or Planning Study completed (REQUIRED)	5/1/2024

(2) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement and all previous Supplemental Agreements between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this 2024-03-13 | 8:41 AM PDT (date).

Executed by the Commission this 2024-03-18 | 8:44 AM CDT (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

DocuSigned by:
Eric E. Schroeter
5F8CCFE0B20E490...

Title: Assistant Chief Engineer

CITY OF SALEM

DocuSigned by:
By Greg Parker
92AEC839267244E

Title: Mayor Greg Parker

ATTEST:

DocuSigned by:
Bonita Hester
A4666CD7996249B...

Secretary to the Commission

ATTEST:

DocuSigned by:
Tammy Koller
D18D1A8736D4457...

Title: Tammy Koller, City Clerk

Approved as to Form:

DocuSigned by:
Megan L. Waters-Hamblin
BA34EE9EF9E5407...

Commission Counsel

Staff Summary Report

MEETING DATE:	03/26/2024
AGENDA ITEM:	New and Miscellaneous Business Items
AGENDA TITLE:	Sewerage System Rev Bond Request for Terms Approval
ACTION REQUESTED BY:	Stacey Houston / Sally Burbridge
ACTION REQUESTED:	Approval of Sewerage System Revenue Bonds
SUMMARY BY:	Stacey Houston

PROJECT DESCRIPTION / FACTS

The City solicited a Request for Terms for a Tax-Exempt, bank qualified fixed rate bond in the amount of \$400,000. With the upcoming Sewer upgrades, there is a Phase 2a and Phase 2b. Phase 2a will be paid for using the ARPA Grant the City was awarded. Phase 2b is what we plan to use the bond for which will be through the State Revolving Fund once approved by Mo Dept of Natural Resources.

Our Engineer is in the design phase of the project and the design work for both Phase 2a and Phase 2b will occur simultaneously. Therefore, we are now being billed for the design work of phase 2b of the project. There are no extra reserves in the Sewer fund to pull these funds from so we need to apply for short-term financing that will be considered an eligible expense that can be refinanced and rolled into the SRF bond once it closes later this year or early next year.

Three responses were received with Town & Country Bank providing the lowest interest rate at 3.89% and met the desired optional redemption date. The other two responses had higher interest rates, although the redemption feature was anytime.

Other options to pay for the Phase 2b engineering fees: instead of getting the short-term bond, the Board could choose to use funds from the Capital Improvement Fund. The balance in this fund is approximately \$900,000, this would leave the balance at around \$500,000.

Option 3- They City currently has approximately \$700,000 from the 2017 COP's that has not been expended. These funds have been earmarked for I&I since this is a big issue for the City's Sewage system and must be addressed to alleviate some of the issues at the Sewer plant.

The downside to using these last two options for the phase 2b engineering costs is that we do not know if there will be any source of funding for any future Inflow & Infiltration (I&I) replacement and upgrades. Other future costs the city may occur as the City completes the Lead-Service Line Inventory; the service lines found to contain the materials of lead would need to be replaced. We do not know what kind of funding will be available to the City to replace these lines found to contain lead. Another potential future cost for the City is the upcoming testing and requirements for PFAS that is going to be required by EPA and MO Dept of Natural Resources.

If approved to move forward a bond ordinance will need to be approved in a future meeting.

PROCUREMENT

Request for Terms was sent to all local banks and also published in the Salem News on March 12.

FISCAL IMPACTS

Bond amount \$400,000:

(Project Fund \$377,000, Bond Council \$7,000, Financial Advisor \$16,000)

Payment due 7/1/2024 \$3,155.22

1/1/2025 \$7,780.00

7/1/2025 \$7,780.00 (we anticipate refinancing into the SRF loan by this time)

Payments would come out of the Sewer Fund.

SUPPORT DOCUMENTS: Submittals for Requests for Rates

DEPARTMENT'S RECOMMENDED MOTION: Move to approve moving forward with Town & County Bank to purchase the City's Revenue bonds.

Financial Advisor: Todd Goffoy Piper Sandler & Co. 11635 Rosewood St. Leawood, Kansas 66211 (913) 345-3300	\$400,000 CITY OF SALEM, MISSOURI SEWERAGE SYSTEM REVENUE BONDS BANK QUALIFIED SERIES 2024	Dated Date: April 18, 2024 Maturity Date: January 1, 2026 Proposals Due: March 22, 2024
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Bank:	Town & Country Bank	Progressive Ozark Bank	First State Community Bank	
Rate:	3.89%	4.50%	5.75%	
Total Interest:	\$26,495.22	\$30,650.00	\$39,163.89	
Optional Redemption Date:	11/1/2024	Anytime	Anytime (30 Day Notice)	
Fees:	None	\$500	None	



Town &
Country Bank

1009 E. Scenic Rivers Blvd.
P.O. Box 349
Salem, MO 65560

PHONE 573.729.3155
tcbanks.com

**Term Sheet for City of Salem
Sewerage System Revenue Bonds**
Bank Qualified – Series 2024

Amount: \$400,000.00

Pricing- 3.89% Fixed for a Tax-Exempt, Bank Qualified Bond; 30/360 interest day count method for accrual and payment

Term- Single Maturity on January 1, 2026

Payment Frequency- Semi-annual interest payments on January 1 and July 1, starting on July 1, 2024

Prepayment Provisions- Callable Daily on or after November 1, 2024

Fees- Upfront Fees- None
Termination Fee- None
Other ongoing fees- None

**There are no other anticipated fees that would be charged on this bond

Proposed Legal Counsel- Mark Weaver, Salem, MO (573) 453-0009; markweaverlaw@gmail.com

**No legal fees to be charged by Town & Country Bank

Conditions Precedent to Funding- Sufficient time for review of financing documents from Gilmore and Bell prior to closing.

Staffing- Names and contact information at Town & Country Bank
Doug Barnes- dbarnes@tcbanks.com (573) 729-3155
Carl Eichenberger- ceichenberger@tcbanks.com (573) 729-3155

Sincerely,

Doug Barnes
Town and Country Bank



Member FDIC



**PROPOSAL FOR SALEM SEWER SYSTEM REVENUE BONDS
CITY OF SALEM
MARCH 2024**

March 22, 2024

Salem City Council,

Thank you for the opportunity to bid on your banking business. Progressive Ozark Bank is proud to be a part of the Salem community and we take pride in the fact that the nearly 100% of our deposits are loaned out in our community where we are able to assist with people living their dreams of purchasing a home, farming, starting a business, buying a car, etc. It is important to know that the funds are kept local and will be used in improving our community.

Our proposal is would be to purchase Sewerage System Revenue Bonds, Series 2024, in the amount of \$400,000 at a fixed rate of **4.50%** until the scheduled maturity of January 1, 2026.

I have also included a more detailed summary of the proposal.

If you have any questions about this proposal, please feel free to contact me. We look forward to working with the city and making this community as strong as it can be.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stuart P Pryor", is written over a horizontal line.

Stuart P Pryor
President/CEO
Progressive Ozark Bank

CORPORATE OFFICE:

904 W. SCENIC RIVERS BLVD. | P.O. BOX 279 | SALEM, MO 65560 | 573-729-4146 | FAX: 573-729-5349

BRANCH LOCATIONS:

SALEM | LICKING | HOUSTON | MOUNTAIN GROVE | HARTVILLE | MANSFIELD

www.progressiveozarkbank.com



Summary of Proposal:

Pricing: Fixed Rate of 4.50%

Payment Frequency: Single maturity on January 1, 2026 with semiannual interest payments on January 1 and July 1, starting July 1, 2024

Prepayment Provisions: No prepayment penalty or rate adjustment will be applied.

Fees: \$500 Document preparation fee which will include any legal counsel fees

Security: Bonds – Special Obligation Bonds of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the net income and revenues derived by the City from the operation of the Sewerage System.

Staffing: Stuart Pryor – President/CEO
Dannette Nall – VP Finance
Kelsey Bolerjack – Accounting

CORPORATE OFFICE:

904 W. SCENIC RIVERS BLVD. | P.O. BOX 279 | SALEM, MO 65560 | 573-729-4146 | FAX: 573-729-5349

BRANCH LOCATIONS:

SALEM | LICKING | HOUSTON | MOUNTAIN GROVE | HARTVILLE | MANSFIELD

www.progressiveozarkbank.com



First State Community Bank

March 22, 2024

Attn: City Clerk
400 N. Iron Street
Salem, MO 65560

Re: City of Salem – Request for Proposals dated March 7, 2024

First State Community Bank is pleased to provide the following proposal to serve as lender to the City of Salem's Series 2024 Sewerage System Revenue Bonds. Our proposal is outlined below:

Borrower	City of Salem	
Lender Contacts	Ray Mowery, Vice President First State Community Bank 210 West 8 th Street Rolla, Missouri 65401 (573) 458-5705 rmowery@fscb.com	Nikki Jarrett, Support Services Officer First State Community Bank 201 E Columbia Farmington, Missouri 63640 (573) 705-3402 njarrett@fscb.com
About Us	Founded in 1954, First State Community Bank is a financial leader in the State of Missouri committed to growing stronger communities by helping people and organizations achieve and protect financial success. Since the creation of the First State Community Bank Government Lending Team in 2013, the Bank has completed over 300 financings for Missouri municipalities with a total amount financed of over \$375,000,000.	
Pricing	Amount: \$400,000 (Approximate) Interest Rate: 5.75% Fixed Interest Day Basis: ACT/360 Payment Structure: Consistent with Request (Other Options Available) The proposal and rate committed to in this letter are based on designating the bonds as a tax exempt, bank qualified obligation. If the tax status were to change during the term of the bonds, the interest rate would be increased by 1.00% to the date the bonds were deemed taxable. The interest rate quoted above is dependent on the bonds closing within 45 days from the date of this letter.	
Lender Fees	None	
Legal Counsel	So long as Gilmore & Bell, P.C. is engaged as bond counsel, First State Community Bank will not require separate lender counsel.	



First State Community Bank

- Prepayment** The bonds can be prepaid at no penalty in part or in full at any time with 30 days' notice provided to the lender.
- Reserve Fund** First State Community Bank will not require a debt service reserve fund.
- Conditions
Precedent /
Other** The City agrees to maintain customary and appropriate liability, property and workers' compensation insurance policies on the leased property during the term of the lease, with First State Community Bank named as additional insured / loss payee. The lease proceeds will be deposited into a non-interest bearing account at First State Community Bank under an Account Control Agreement and will be disbursed as requested.

We greatly appreciate the opportunity to submit this proposal to you. Please let us know if you have any questions or if we can provide any additional information.

Sincerely,


Ray Mowery
Vice President

Financial Advisor: Todd Goffoy Piper Sandler & Co. 11635 Rosewood St. Leawood, Kansas 66211 (913) 345-3300	\$400,000 CITY OF SALEM, MISSOURI SEWERAGE SYSTEM REVENUE BONDS BANK QUALIFIED SERIES 2024	Dated Date: April 18, 2024 Maturity Date: January 1, 2026 Proposals Due: March 22, 2024
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Bank:	Town & Country Bank	Progressive Ozark Bank	First State Community Bank	
Rate:	3.89%	4.50%	5.75%	
Total Interest:	\$26,495.22	\$30,650.00	\$39,163.89	
Optional Redemption Date:	11/1/2024	Anytime	Anytime (30 Day Notice)	
Fees:	None	\$500	None	

Staff Summary Report

MEETING DATE:	March 26, 2024
AGENDA ITEM:	Bids and Proposals
AGENDA TITLE:	TAP Grant Bid Approval

ACTION REQUESTED BY:	Sally Burbridge
ACTION REQUESTED:	Approval of Bid
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

Please see background for this project in the Staff Summary for the MoDOT Agreement.

PROCUREMENT

Bids were advertised in The Salem News beginning January 23, 2024. There was a pre-bid meeting held which generated questions and the original bid due date was amended from February 14 to February 16, 2024. Bids were opened and there were two responsive bids received.

FISCAL IMPACTS

The Project was budgeted for in the Capital Improvements budget and the increase in grant funding (see earlier agenda item) reduces the total city match for the project.

SUPPORT DOCUMENTS:	Bid Summary Bid Tabulation Bid Opening Sign-in Sheet Bid from Donald Maggi Inc. Bid from Hessling Construction Inc.
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DEPARTMENT'S RECOMMENDED MOTION: Move approval of the bid from Donald Maggi Inc in the amount of \$496,692.04.

BID SUMMARY
Salem Downtown Sidewalk Improvements - TAP 9901(520) Project
Salem, Missouri
Friday, February 16, 2024, 1:45 P.M.

	Bid Bond	Addenda	Base Bid Total
Gethsemane Lawn Services, Inc.	NO BID		
Hessling Construction, Inc.	YES	YES	\$669,526.01
Donald Maggi, Inc.	YES	YES	\$496,692.04
Midwest Mechanical & Welding, LLC	NO BID		
R. L. Persons Construction, Inc.	NO BID		

BID TABULATION
Salem Downtown Sidewalk Improvements TAP 9901(520) Project
Salem, Missouri

Item No.	Item Description	Est. Qty.	Unit	Hessling Construction, Inc. 17328 County Road 632 Dexter, MO 63841		Donald Maggi, Inc. P. O. Box 66 Rolla, MO 65401	
				Unit Price	Extension Figure	Unit Price	Extension Figure
	Base Bid			\$	\$	\$	\$
1	Type 1 Sidewalk, 6' Wide, 4" Thick	751	LF	\$56.80	\$42,656.80	\$79.68	\$59,839.68
2	Curbed Sidewalk, 6' Wide, 4" Thick	239	LF	\$251.95	\$60,216.05	\$100.50	\$24,019.50
3	Concrete Paving, 4" Thick	429	SY	\$94.05	\$40,347.45	\$92.50	\$39,682.50
4	Detectable Warning Device	12	EA	\$434.08	\$5,208.96	\$585.00	\$7,020.00
5	Curb & Gutter	967	LF	\$33.41	\$32,307.47	\$35.00	\$33,845.00
6	Brick Infill	808	LF	\$72.87	\$58,878.96	\$28.90	\$23,351.20
7	4" Wide x 9' x 20' Parallel Parking Stripes	286	LF	\$13.18	\$3,769.48	\$9.60	\$2,745.60
8	4" Wide x 9' x 18' Angled Parking Stripes	324	LF	\$12.76	\$4,134.24	\$9.60	\$3,110.40
9	4" Wide x 8' x 18' Angled Parking Stripes	139	LF	\$17.56	\$2,440.84	\$10.20	\$1,417.80
10	ADA Symbol	1	EA	\$907.39	\$907.39	\$250.00	\$250.00
11	W11-2 Regulatory Signs	8	EA	\$240.10	\$1,920.80	\$375.00	\$3,000.00
12	W16-7P Regulatory Signs	8	EA	\$151.90	\$1,215.20	\$375.00	\$3,000.00
13	R1-1 Stop Signs	2	EA	\$351.13	\$702.26	\$250.00	\$500.00
14	ADA Sign	1	EA	\$464.10	\$464.10	\$250.00	\$250.00
15	Hwy 19 Sign	1	EA	\$567.85	\$567.85	\$250.00	\$250.00
16	Information Sign	1	EA	\$3,980.85	\$3,980.85	\$2,000.00	\$2,000.00
17	ADA Concrete Paving, 6" Thick	29	SY	\$240.15	\$6,964.35	\$95.00	\$2,755.00
18	Heated Sidewalk, 4" Thick	58	SY	\$412.56	\$23,928.48	\$90.00	\$5,220.00
19	Demo Building Apron	751	LF	\$37.81	\$28,395.31	\$8.60	\$6,458.60
20	6" Wide, White Crosswalk Striping	296	LF	\$13.05	\$3,862.80	\$9.60	\$2,841.60
21	White Midblock Crosswalk Striping	62	LF	\$69.29	\$4,295.98	\$52.80	\$3,273.60
22	Precast Concrete Inlet	2	EA	\$4,051.49	\$8,102.98	\$3,000.00	\$6,000.00
23	Precast Metal Grate & Frame	2	EA	\$2,805.08	\$5,610.16	\$650.00	\$1,300.00
24	12" HDPE Storm Pipe	22	LF	\$279.47	\$6,148.34	\$68.00	\$1,496.00
25	Traffic Control	1	LS	\$11,145.31	\$11,145.31	\$5,000.00	\$5,000.00
26	Demo Sidewalk, Curb & Asphalt	826	LF	\$75.10	\$62,032.60	\$35.00	\$28,910.00
27	Demo Brick Planter	5	EA	\$318.84	\$1,594.20	\$250.00	\$1,250.00
28	Demo Brick Trash Can	6	EA	\$324.12	\$1,944.72	\$150.00	\$900.00
29	Demo Light Poles	7	EA	\$521.59	\$3,651.13	\$350.00	\$2,450.00
30	Demo Crosswalk Striping	738	LF	\$14.11	\$10,413.18	\$12.20	\$9,003.60
31	Demo Parking Striping	400	LF	\$15.28	\$6,112.00	\$12.20	\$4,880.00
32	Demo Sign	1	EA	\$1,103.20	\$1,103.20	\$750.00	\$750.00
33	Lighting Systems' Electric Service Equipment, Power Source Assembly, and Underground Service Systems, per Plans and Specifications E-106.	1	LS	\$18,711.16	\$18,711.16	\$17,250.00	\$17,250.00
34	Lighting Underground Electric Control Station Cabinet Installations, per Plans and Specifications E-106.	1	EA	\$6,711.16	\$6,711.16	\$5,750.00	\$5,750.00
35	Street Lighting Branch Circuit, per Plans and Specifications E-106.	1,181	LF	\$30.21	\$35,678.01	\$28.37	\$33,504.97
36	Pole Mounted Receptacle Branch Circuit, per Plans and Specifications E-106.	1,181	LF	\$48.23	\$56,959.63	\$46.42	\$54,822.02
37	Pole Mounted Christmas Lighting Branch Circuit, per Plans and Specifications E-106.	1,181	LF	\$30.21	\$35,678.01	\$28.37	\$33,504.97
38	Underground Electric/Lighting System Pull Box Installations (standard concrete or preformed Class 2 materials).	2	EA	\$2,335.58	\$4,671.16	\$1,897.50	\$3,795.00
39	Underground Electric/Lighting System Pull Box Installations (standard concrete or preformed Class 1 materials).	11	EA	\$1,624.65	\$17,871.15	\$1,495.00	\$16,445.00
40	New Roadway Lighting Structure Assembly, to include, Single 75 Watt LED Fixture, K806, on 6 ft aluminum arm and at 20 ft Mounting Height.	4	EA	\$4,737.79	\$18,951.16	\$4,370.00	\$17,480.00
41	New Pedestrian (Sidewalk) Lighting Structure Assembly along 4th Street to include, Single 60 Watt LED Fixture, K118, at 12 ft Mounting Height.	7	EA	\$4,181.59	\$29,271.13	\$3,910.00	\$27,370.00
				\$669,526.01		\$496,692.04	

Salem Sidewalk Improvements – TAP-9901(520)
Project No. 21072113

Meeting Date: February 16, 2024 1:45 p.m.
Project Manager: Jordan Kellerman, P.E.

Sheet 1 OF 1

Name/Company	Telephone/Fax/ E-Mail	Address
Jordan Kellerman, P.E. Archer-Elgin Engineering, Surveying and Architecture	573-364-6362 - Phone 573-364-4782 – Fax 618-713-0348 – Cell jkellerman@cmarcher.com	310 East 6 th Street Rolla, MO 65401
<i>Sally Bridger</i>		<i>City of Salem</i>
<i>Tammy Hoo</i>		<i>City of Salem</i>

Jordan Kellerman

Archer-Elgin

2-16-24

Date

Sally Bridger

City of Salem
2-16-24

Date

TAP 9901 (520)

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

REQUEST FOR BID

BID OF

MoDOT Vendor Number 0010222

Bidder Name Donald Maggi Inc

Bidder Address P.O. Box 66, 13104 US Hwy 63 S

Rolla MO 65402

FOR
CONSTRUCTING OR IMPROVING
Downtown Sidewalk Improvements

City of Salem
Dent County, MO

BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

- ☐ 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
- ☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- ☐ 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to the City of Salem. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.**
- ☐ 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- ☐ 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- ☐ 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- ☐ 7. Submit the DBE Submittal Forms within 3 business days of the Bid Opening. The BDE Identification Submittal Form (Page 2 of this document) must be submitted for each DBE to be utilized on the project.
- ☐ 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.

.....

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
- c) Not providing a bid bond
- d) Using pencil to fill out the bid
- e) Using white out to make corrections to the itemized bid sheets
- f) Not initialing changes made

.....

All questions concerning the bid document preparation can be directed to the City of Salem at 573-729-4811. Project specific questions can be directed to Archer-Elgin Engineering at 573-364-6362.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Salem at 573-729-4811 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

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Supplementary Provisions

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Federal Aid Provisions

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Applicable Federal Wage Rates

ADA Checklist

Contract Forms

Project Specifications

NOTICE TO CONTRACTORS

Sealed bids, addressed to City of Salem, 400 N. Iron Street Salem, MO 65560, for the proposed work will be received by the City of Salem until 1:30 p.m. (prevailing local time) on January 4, 2024, at the office of the City of Salem, 400 N. Iron Street Salem, MO 65560, and at that time will be publicly opened. Bids should be delivered to: 400 N. Iron Street Salem, MO 65560.

- (1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Construction of ADA accessible sidewalks, crosswalks and street lighting.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2023 Edition" and "Missouri Standard Plans for Highway Construction, 2023 Edition", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Salem", and the term "Engineer" is a reference to the Engineer of Record from Archer-Elgin Engineering.

The contracting authority for this contract is City of Salem.

(3) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days: 150 days
Completion Date: 9/13/2024

(4) **LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$ 500

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- ☒ Paper Bid Bond
☐ Cashier's Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 30", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) 21072113 – Salem Sidewalk Improvements 00110-4 Bidder Checklist

Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Donald Maggi Inc, which is the correct LEGAL NAME as stated on the contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of Missouri.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

Executed by bidder this 14th day of February 2024.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

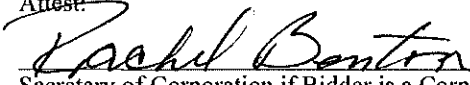


Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.


Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Dennis Spurgeon, Vice President
Please print or type name and title of person signing here

Attest:


Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES**: By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications".

(16) **SUBCONTRACTOR DISCLOSURE**: Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD**: This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS**: All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS**: The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION**: City of Salem a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

**00400 BID FORM
DOWNTOWN SIDEWALK IMPROVEMENTS
for
CITY OF SALEM, MISSOURI**

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages for each section awarded as provided in the Agreement, General Conditions, and Supplementary Conditions.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No. 1
No. _____
No. _____

Dated: February 13th, 2024
Dated: _____
Dated: _____

Each Bidder shall enter in the space provided below the names of the manufacturers and/or suppliers of materials or equipment whose items are named or specified in the Bidding Documents, including all Addenda, which the Contractor proposes to furnish and agrees that prices shown on the Bid Form are based on each item named below. Upon award of the Contract, the named material or equipment shall be furnished. Substitutions will be permitted only if named item does not meet the Specifications.

If preliminary or "Pre-bid Qualifications" have been requested and accepted, this acceptance shall not in any way constitute a waiver of the Specifications covering such items. Final acceptance will be based on full conformity with the Specifications covering such items.

Item of Material or Equipment	Manufacturers	Supplier/Subcontractor
Concrete		Donald Maggi Inc
Pavement Marking/Painting		ATK Safety
Electric Service Main Panelboard		Koch Electric Inc.
Lighting System Control Panel		Koch Electric Inc.
Electric Distribution Equipment		Koch Electric Inc.
Electric Pullboxes		Koch Electric Inc.

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the following prices. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid.

SCHEDULE OF PRICES

Base Bid – Sidewalk Improvements

Item No.	Item Description	Est. Qty.	Unit	Unit Price \$	Extension Figure \$
1	Type 1 Sidewalk, 6' Wide, 4" Thick	751	LF	79.68	59,839.68
2	Curbed Sidewalk, 6' Wide, 4" Thick	239	LF	100.50	24,019.50
3	Concrete Paving, 4" Thick	429	SY	92.50	39,682.50
4	Detectable Warning Device	12	EA	585.00	7,020.00
5	Curb & Gutter	967	LF	35.00	33,845.00
6	Brick Infill	808	LF	28.90	23,351.20
7	4" Wide x 9' x 20' Parallel Parking Stripes	286	LF	9.60	2,745.60
8	4" Wide x 9' x 18' Angled Parking Stripes	324	LF	9.60	3,110.40
9	4" Wide x 8' x 18' Angled Parking Stripes	139	LF	10.20	1,417.80
10	ADA Symbol	1	EA	250.00	250.00
11	W11-2 Regulatory Signs	8	EA	375.00	3,000.00
12	W16-7P Regulatory Signs	8	EA	375.00	3,000.00
13	R1-1 Stop Signs	2	EA	250.00	500.00
14	ADA Sign	1	EA	250.00	250.00
15	Hwy 19 Sign	1	EA	250.00	250.00

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
16	Information Sign	1	EA	2,000.00	2,000.00
17	ADA Concrete Paving, 6" Thick	29	SY	95.00	2,755.00
18	Heated Sidewalk, 4" Thick	58	SY	90.00	5,220.00
19	Demo Building Apron	751	LF	8.60	6,458.60
20	6" Wide, White Crosswalk Striping	296	LF	9.60	2,841.60
21	White Midblock Crosswalk Striping	62	LF	52.80	3,273.60
22	Precast Concrete Inlet	2	EA	3000.00	6,000.00
23	Precast Metal Grate & Frame	2	EA	650.00	1,300.00
24	12" HDPE Storm Pipe	22	LF	68.00	1,496.00
25	Traffic Control	1	LS	5000.00	5000.00
26	Demo Sidewalk, Curb & Asphalt	826	LF	35.00	28,910.00
27	Demo Brick Planter	5	EA	250.00	1,250.00
28	Demo Brick Trash Can	6	EA	150.00	900.00
29	Demo Light Poles	7	EA	350.00	2,450.00
30	Demo Crosswalk Striping	738	LF	12.20	9,003.50
31	Demo Parking Striping	400	LF	12.20	4,880.00
32	Demo Sign	1	EA	750.00	750.00
33	Lighting Systems' Electric Service Equipment, Power Source Assembly, and Underground Service Systems, per Plans and Specifications E-106.	1	LS	17,250.00	17,250.00
34	Lighting Underground Electric Control Station Cabinet Installations, per Plans and Specifications E-106.	1	EA	5,750.00	5,750.00
35	Street Lighting Branch Circuit, per Plans and Specifications E-106.	1,181	LF	28.37	33,504.97
36	Pole Mounted Receptacle Branch Circuit, per Plans and Specifications E-106.	1,181	LF	46.42	54,822.02
37	Pole Mounted Christmas Lighting Branch Circuit, per Plans and Specifications E-106.	1,181	LF	28.37	33,504.97
38	Underground Electric/Lighting System Pull Box Installations (standard concrete or preformed Class 2 materials).	2	EA	1,897.50	3,795.00

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
39	Underground Electric/Lighting System Pull Box Installations (standard concrete or preformed Class 1 materials).	11	EA	<u>1,495.00</u>	<u>16,445.00</u>
40	New Roadway Lighting Structure Assembly, to include, Single 75 Watt LED Fixture, K806, on 6 ft aluminum arm and at 20 ft Mounting Height.	4	EA	<u>4,370.00</u>	<u>17,480.00</u>
41	New Pedestrian (Sidewalk) Lighting Structure Assembly along 4th Street to include, Single 60 Watt LED Fixture, K118, at 12 ft Mounting Height.	7	EA	<u>3,910.00</u>	<u>27,370.00</u>

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

Four hundred ninety six thousand six hundred ninety two dollars and four cents	Dollars & no/cents	<u>\$496,692.04</u>
(Words)		(Figures)

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders, paragraph 6.0 Bid Security.

Dated at Rolla MO 65402 this 16th day of February, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

INDIVIDUAL/PARTNERSHIP: _____ Doing Business As
Signature and Title

Name of Firm/Partnership

Business Address of Bidder: _____

Telephone No. _____

.....
IF A CORPORATION: Donald Maggi Inc
Name of Corporation

By [Signature] Vice President
Signature & Title

ATTEST: [Signature] (CORPORATE SEAL)

Business Address of Bidder: P.O. Box 66, 13104 US Hwy 63 S

Rolla MO 65402

Telephone No. 573-364-7733

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Susan Hajjar, Villages FL

Secretary Rachel Benton, Rolla MO

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Donald Maggi Inc.

P.O. Box 66

Rolla, MO 65402

OWNER:

(Name, legal status and address)

City of Salem

400 N Iron St

Salem, MO 65560

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company

175 Berkeley Street

Boston, MA 02116

This document has important legal consequences.

Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Downtown Sidewalk Improvements

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.


When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

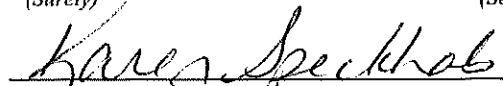
Signed and sealed this 14th day of February, 2024


(Witness)


Donald Maggi Inc.
(Principal) (Seal)


(Title)


(Witness)

The Ohio Casualty Insurance Company
(Surety) (Seal)

(Title)
Karen Speckhals, Attorney-in-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204889-969033**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Brandi L. Bullock; Christine M. Wolfe; Christopher J. O'Hagan; Cindy Rohr; Don K. Ardolino; Gregory L. Stanley; Joel Karsten; Karen Speckhals; Kimberly A. Connell; Linda C. Morgan; Michael T. Reedy; Michelle Wilson; Theresa A. Hunziker; Trudy Whitrock

all of the city of Saint Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 18th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of February, 2024.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

00420 DBE Submittal Forms

(6) **DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening.

(A) **DBE Contract Goal:** By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is «DBE»% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) **DBE Participation:** The bidder certifies that it will utilize DBE's as follows:

4 % OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) **Certification of Good Faith Efforts to Obtain DBE Participation:** By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

Placed Public Notice Ad in The St Louis American and the Kansas City Globe

Sent 1st and 2nd Notices to vendors listed on the MRCC Directory

Followed up with emails, phone calls and sent plans when requested.

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: TAP 9901 (520)

Route: _____

County: DentPrime Contractor: Donald Maggi IncContract Amount: \$496,692.04

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to _____ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is _____ and the e-mail address for submittal is _____. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project.

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: Construction Anchors Inc. Address: 13900 E 350 Highway, Kansas City MO 64138

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
4	\$3,672.00	60%	\$2,203.20	.44%	-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total: \$2,203.20				Total % .44		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

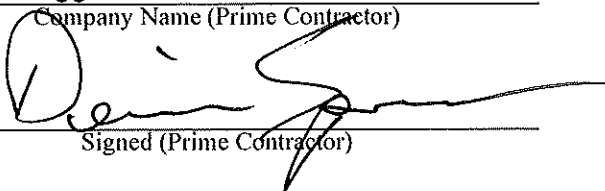
Respectfully submitted:

Donald Maggi Inc

Company Name (Prime Contractor)

Dennis Spurgeon, Vice President

Name / Title



Signed (Prime Contractor)

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: TAP 9901 (520)

Route: _____

County: DentPrime Contractor: Donald Maggi IncContract Amount: \$496,692.00

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to _____ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is _____ and the e-mail address for submittal is _____. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project.

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: ATK Safety Address: 6352 Cedar Springs Rd Cedar Hill, MO 63016

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
Mob	\$3,000.00	100%	\$3,000.00	.60%	-	+
7	\$2,288.00	100%	\$2,288.00	.46%	-	+
8	\$2,592.00	100%	\$2,592.00	.52%	-	+
9	\$1,181.50	100%	\$1,181.50	.24%	-	+
10	\$250.00	100%	\$250.00	.05%	-	+
20	\$2,368.00	100%	\$2,368.00	.48%	-	+
21	\$2,728.00	100%	\$2,728.00	.55%	-	+
30	\$7,822.80	100%	\$7,822.80	1.57%	-	+
31	\$4,240.00	100%	\$4,240.00	.85%	-	+
DBE Total:				\$26,470.30	Total %	5.33%

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

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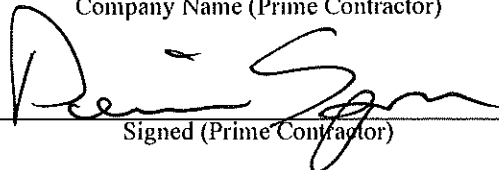
Respectfully submitted:

Donald Maggi Inc

Company Name (Prime Contractor)

Dennis Spurgeon, Vice President

Name / Title



Signed (Prime Contractor)

STATE OF MISSOURI)
) ss
COUNTY OF Phelps)

As used in this Affidavit, the following terms shall have the following meanings:

Any person performing work or service of any kind or character for hire within the State of Missouri

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

A person acts knowingly or with knowledge,

- a. with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- b. with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared Dennis Spurgeon,
who, being duly sworn, states on his oath or affirmation as follows:

1. My name is Dennis Spurgeon and I am currently the President of Donald Maggi Inc, (hereinafter "Contractor"), whose business address is PO Box 66, Rolla MO 65402, and I am authorized to make this Affidavit.
2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.
3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and City of Salem, Missouri.
4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Dated at Rolla MO 65402 this 16th day of February, 2024.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

IF AN INDIVIDUAL: _____ Doing Business As

By _____
Name of Firm
Signature and Title

Business Address of Bidder: _____

Telephone No. _____

IF A PARTNERSHIP: _____

By _____
Name of Partnership
Signature and Title

Business Address of Bidder: _____

Telephone No. _____

IF A CORPORATION: Donald Maggi Inc

By [Signature] _____
Name of Corporation
Signature & Title Vice President

ATTEST: [Signature] (CORPORATE SEAL)

Business Address of Bidder: P.O. Box 66, 13104 US Hwy 63 S

Rolla MO 65402

Telephone No. 573-364-7733

If Bidder is a Corporation, supply the following information:

State in which Incorporated: Missouri

Name and Address of its: President Susan Hajjar, Villages FL

Secretary Rachel Benton, Rolla MO



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THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and Donald Maggi Inc. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
 5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
 - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
 6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
 8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
 - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status.



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:

a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 753038

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 753038

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 753038

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 753038

Approved by:

Employer Donald Maggi Inc.	
Name (Please Type or Print) Eyrte L Rachel	Title
Signature Electronically Signed	Date 02/06/2014
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 02/06/2014



Company ID Number: 753038

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Donald Maggi Inc.
Company Facility Address	13104 S US Hwy 63 Rolla, MO 65401
Company Alternate Address	P.O. Box 66 Rolla, MO 65402
County or Parish	PHELPS
Employer Identification Number	430819630
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)



Company ID Number: 753038



Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

MO

1



Company ID Number: 753038

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Benton L Rachel
Phone Number	5733647733
Fax	
Email	donmaqqi@fidnet.com



Company ID Number: 753038



This list represents the first 20 Program Administrators listed for this company.

TAP 9901 (520)

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

REQUEST FOR BID

BID OF

MoDOT Vendor Number 0012767

Bidder Name Hessling Construction Inc.

Bidder Address 17328 County Road 632
Dexter, MO 63841

FOR
CONSTRUCTING OR IMPROVING
Downtown Sidewalk Improvements

City of Salem
Dent County, MO

Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

(12) **BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

(13) **ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

(14) **SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

Elliott Mason Estimator, which is the correct LEGAL NAME as stated on the contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of Missouri.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

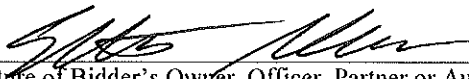
Executed by bidder this 13 day of February 2024

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

☐ Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.



Signature of Bidder's Owner, Officer, Partner or Authorized Agent

Elliott Mason Estimator

Please print or type name and title of person signing here

Attest:


Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

(15) **TRAINEES**: By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications".

(16) **SUBCONTRACTOR DISCLOSURE**: Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PROJECT AWARD**: This project will be awarded to the lowest, responsive, responsible bidder.

(18) **MATERIALS INSPECTIONS**: All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS**: The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION**: City of Salem a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

ITEMIZED BID: The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

**00400 BID FORM
DOWNTOWN SIDEWALK IMPROVEMENTS
for
CITY OF SALEM, MISSOURI**

THE UNDERSIGNED BIDDER, having examined the Instructions to Bidders, Contract Forms, Drawings, Specifications, and other related Contract Documents referred to herein, and any and all Addenda thereto; the location, arrangement, and construction of existing railways, highways, streets, roads, structures, utilities, and facilities which affect or may be affected by the Work; the topography and condition of the site of the Work; and being acquainted with and fully understanding (a) the extent and character of the Work covered by this Bid Form; (b) the location, arrangement, and specified requirements of and for the proposed structures and miscellaneous items of Work appurtenant thereto; (c) the nature and extent of the excavations to be made, and the type, character and general condition of the materials to be excavated; (d) the necessary handling and rehandling of excavated materials; (e) all existing and local conditions relative to construction difficulties and hazards, labor, transportation, hauling, trucking and rail delivery facilities; and (f) all local conditions, laws, regulations, and all other factors and conditions affecting or which may be affected by the performance of the Work required by the Contract Documents.

HEREBY PROPOSE and agrees, if this Bid is accepted, to enter into agreement in the form attached hereto, and to perform all Work and to furnish all required materials, supplies, equipment, tools and plant; to perform all necessary labor; and to construct, install, erect and complete all Work stipulated in, required by, in accordance with the Contract Documents and other terms and conditions referred to therein (as altered, amended, or modified by any and all Addenda thereto) at the prices set forth in the following Schedule of Prices.

Bidder hereby agrees to commence Work under this Contract on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. The Bidder agrees to fully complete all Work within the time frame as provided for in the Agreement.

Bidder further agrees, if the Bid is accepted, to pay as an agreed amount of liquidated damages for each section awarded as provided in the Agreement, General Conditions, and Supplementary Conditions.

Bidder accepts the provisions of the Instructions to Bidders regarding disposition of Bid Security.

Bidder acknowledges receipt of the following Addenda, which have been considered in the preparation of this Bid:

No.	<u>1</u>	Dated:	<u>2-13-24</u>
No.	_____	Dated:	_____
No.	_____	Dated:	_____

Each Bidder shall enter in the space provided below the names of the manufacturers and/or suppliers of materials or equipment whose items are named or specified in the Bidding Documents, including all Addenda, which the Contractor proposes to furnish and agrees that prices shown on the Bid Form are based on each item named below. Upon award of the Contract, the named material or equipment shall be furnished. Substitutions will be permitted only if named item does not meet the Specifications.

If preliminary or "Pre-bid Qualifications" have been requested and accepted, this acceptance shall not in any way constitute a waiver of the Specifications covering such items. Final acceptance will be based on full conformity with the Specifications covering such items.

Item of Material or Equipment	Manufacturers	Supplier/Subcontractor
Concrete		Kienstra
Pavement Marking/Painting		ATK Safety Supply
Electric Service Main Panelboard		Koch Electric
Lighting System Control Panel		
Electric Distribution Equipment		
Electric Pullboxes		

Bidder agrees, if the Bid is accepted, to perform all the Work described in the Contract Documents, including all Addenda, for the following prices. In case of a discrepancy between the Unit Price and the Extension Figure, the Unit Price shall be considered to be the Bid.

SCHEDULE OF PRICES

Base Bid – Sidewalk Improvements

Item No.	Item Description	Est. Qty.	Unit	Unit Price \$	Extension Figure \$
1	Type 1 Sidewalk, 6' Wide, 4" Thick	751	LF	56.80	42,656.80
2	Curbed Sidewalk, 6' Wide, 4" Thick	239	LF	251.95	60,216.05
3	Concrete Paving, 4" Thick	429	SY	94.05	40,347.45
4	Detectable Warning Device	12	EA	434.08	5,208.96
5	Curb & Gutter	967	LF	33.41	32,307.47
6	Brick Infill	808	LF	72.87	59,878.96
7	4" Wide x 9' x 20' Parallel Parking Stripes	286	LF	13.19	3,769.48
8	4" Wide x 9' x 18' Angled Parking Stripes	324	LF	12.76	4,134.24
9	4" Wide x 8' x 18' Angled Parking Stripes	139	LF	17.56	2,440.84
10	ADA Symbol	1	EA	907.39	907.39
11	W11-2 Regulatory Signs	8	EA	240.10	1,920.80
12	W16-7P Regulatory Signs	8	EA	151.90	1,215.20
13	R1-1 Stop Signs	2	EA	351.13	702.26
14	ADA Sign	1	EA	464.10	464.10
15	Hwy 19 Sign	1	EA	567.85	567.85

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
16	Information Sign	1	EA	<u>3980.85</u>	<u>3980.85</u>
17	ADA Concrete Paving, 6" Thick	29	SY	<u>240.15</u>	<u>6,964.35</u>
18	Heated Sidewalk, 4" Thick	58	SY	<u>412.56</u>	<u>23,928.48</u>
19	Demo Building Apron	751	LF	<u>37.81</u>	<u>28,395.31</u>
20	6" Wide, White Crosswalk Striping	296	LF	<u>13.05</u>	<u>3,862.80</u>
21	White Midblock Crosswalk Striping	62	LF	<u>69.29</u>	<u>4,295.98</u>
22	Precast Concrete Inlet	2	EA	<u>4051.49</u>	<u>8,102.98</u>
23	Precast Metal Grate & Frame	2	EA	<u>2805.08</u>	<u>5,610.16</u>
24	12" HDPE Storm Pipe	22	LF	<u>279.47</u>	<u>6,148.34</u>
25	Traffic Control	1	LS	<u>11,145.31</u>	<u>11,145.31</u>
26	Demo Sidewalk, Curb & Asphalt	826	LF	<u>75.10</u>	<u>62,032.60</u>
27	Demo Brick Planter	5	EA	<u>318.84</u>	<u>1,594.20</u>
28	Demo Brick Trash Can	6	EA	<u>324.12</u>	<u>1,944.72</u>
29	Demo Light Poles	7	EA	<u>521.59</u>	<u>3,651.13</u>
30	Demo Crosswalk Striping	738	LF	<u>14.11</u>	<u>10,413.18</u>
31	Demo Parking Striping	400	LF	<u>15.28</u>	<u>6,112.00</u>
32	Demo Sign	1	EA	<u>1103.20</u>	<u>1103.20</u>
33	Lighting Systems' Electric Service Equipment, Power Source Assembly, and Underground Service Systems, per Plans and Specifications E-106.	1	LS	<u>18,711.16</u>	<u>18,711.16</u>
34	Lighting Underground Electric Control Station Cabinet Installations, per Plans and Specifications E-106.	1	EA	<u>6,711.16</u>	<u>6,711.16</u>
35	Street Lighting Branch Circuit, per Plans and Specifications E-106.	1,181	LF	<u>30.21</u>	<u>35,678.01</u>
36	Pole Mounted Receptacle Branch Circuit, per Plans and Specifications E-106.	1,181	LF	<u>48.23</u>	<u>56,959.63</u>
37	Pole Mounted Christmas Lighting Branch Circuit, per Plans and Specifications E-106.	1,181	LF	<u>30.21</u>	<u>35,678.01</u>
38	Underground Electric/Lighting System Pull Box Installations (standard concrete or preformed Class 2 materials).	2	EA	<u>2,335.58</u>	<u>4,671.16</u>

<u>Item No.</u>	<u>Item Description</u>	<u>Est. Qty.</u>	<u>Unit</u>	<u>Unit Price</u> \$	<u>Extension Figure</u> \$
39	Underground Electric/Lighting System Pull Box Installations (standard concrete or preformed Class 1 materials).	11	EA	<u>1,624.65</u>	<u>17,871.15</u>
40	New Roadway Lighting Structure Assembly, to include, Single 75 Watt LED Fixture, K806, on 6 ft aluminum arm and at 20 ft Mounting Height.	4	EA	<u>4,737.99</u>	<u>18,951.16</u>
41	New Pedestrian (Sidewalk) Lighting Structure Assembly along 4th Street to include, Single 60 Watt LED Fixture, K118, at 12 ft Mounting Height.	7	EA	<u>4,181.59</u>	<u>29,271.13</u>

TOTAL BASE BID PRICE (IN WORDS AND FIGURES)

Six hundred sixty nine thousand - five
hundred twenty six dollars and one cent Dollars & no/cents \$669,526.01
(Words) (Figures)

The undersigned hereby agrees to enter into Contract on the attached Agreement Form and furnish the necessary bond within fifteen (15) consecutive calendar days from the receipt of Notice of Award from the Owner's acceptance of this Bid, and to complete said Work within the indicated number of consecutive calendar days from the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, from the date indicated in the Notice to Proceed.

If this Bid is accepted and should Bidder for any reason fail to sign the Agreement within fifteen (15) consecutive calendar days as above stipulated, the Bid Security which has been made this day with the Owner shall, at the option of the Owner, be retained by the Owner as liquidated damage for the delay and expense caused the Owner; but otherwise, it shall be returned to the undersigned in accordance with the provisions set forth in the Instructions to Bidders, paragraph 6.0 Bid Security.

Dated at _____ this 13 day of February, 20 24.

LICENSE or CERTIFICATE NUMBER, if applicable _____

FILL IN THE APPROPRIATE SIGNATURE AND INFORMATION BELOW:

INDIVIDUAL/PARTNERSHIP: _____ Doing Business As

Signature and Title

Name of Firm/Partnership

Business Address of Bidder: _____

Telephone No. _____

.....
IF A CORPORATION:

Hessling Construction Inc
Name of Corporation

By

Gabe Hessling Estimator
Signature & Title

ATTEST:

Helen Hessling

(CORPORATE SEAL)

Business Address of Bidder:

17328 County Road 632
Dexter, MO 63841

Telephone No. 573-614-5850

If Bidder is a Corporation, supply the following information:

State in which Incorporated:

Missouri

Name and Address of its: President

Brad Hessling, 17328 C.R. 632, Dexter Mo-63841

Secretary

Helen Hessling, 17328 C.R. 632, Dexter Mo-63841



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that **Hessling Construction, Inc., 17328 County Road 632, Dexter, MO 63841**

as Principal, hereinafter called the Principal, and **SureTec Insurance Company**

a corporation duly organized under the laws of the State of **Texas**

as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Salem, 400 N Iron Street, Salem, MO 65560**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**

Dollars (\$ **5%**),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Construction of ADA Accessible Sidewalks, Crosswalks, and Street Lighting.**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

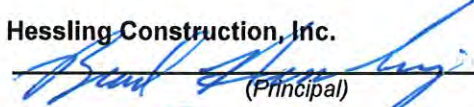
Signed and sealed this **14th** day of **February,** **2024.**


(Witness)
Elliott Mason





(Witness)
Hannah Glover

Hessling Construction, Inc.


(Principal) (Seal)
President
(Title)

Brad Hessling, President

SureTec Insurance Company

(Surety)

(Title)
Michael A. McDaniel, Attorney-in-Fact



JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Michael A. McDaniel, Richard H. Whitley, James S. Brown

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

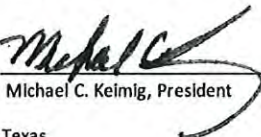
In Unlimited Amounts

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

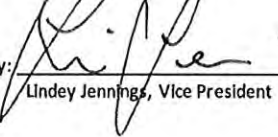
IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 6th day of May, 2021.

SureTec Insurance Company

By: 
Michael C. Keimig, President



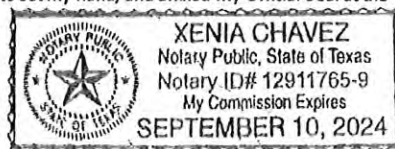
Markel Insurance Company

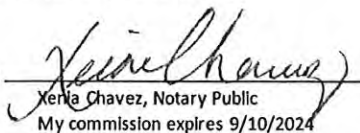
By: 
Lindsey Jennings, Vice President

State of Texas
County of Harris:

On this 6th day of May, 2021 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



By: 
Xenia Chavez, Notary Public
My commission expires 9/10/2024

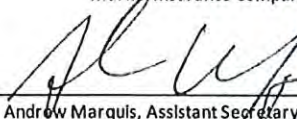
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 14th day of February, 2024.

SureTec Insurance Company

By: 
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By: 
Andrew Marquis, Assistant Secretary



DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: TAP 9901 (520)

Route: _____

County: DentPrime Contractor: Hessling Construction Inc.Contract Amount: \$669,526.01

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to _____ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is _____ and the e-mail address for submittal is _____. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project.

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: Missouri Constructors Address: 250 Elaine Drive O'Fallon, MO 63366

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
6	\$45,446.00	100%	\$45,446.00		-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total: \$45,446.00				Total % 7		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

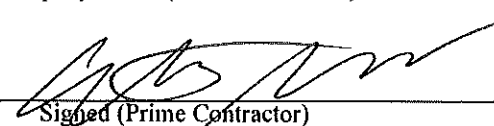
Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

Respectfully submitted:

Hessling Construction Inc.
 Company Name (Prime Contractor)

Elliott Mason Estimator
 Name / Title


 Signed (Prime Contractor)

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: TAP 9901 (520)

Route: _____

County: DeerPrime Contractor: Hessling Construction Inc.Contract Amount: \$669,526.01

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to _____ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is _____ and the e-mail address for submittal is _____. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project.

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: ATK Safety Supply Address: 6352 Cedar Springs Rd. Cedar Hill, MO 63016

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
7	\$ 2,288.00	100%	\$ 2,288.00		-	+
8	\$ 2,592.00	100%	\$ 2,592.00		-	+
9	\$ 1,181.50	100%	\$ 1,181.50		-	+
10	\$ 250.00	100%	\$ 250.00		-	+
20	\$ 2,368.00	100%	\$ 2,368.00		-	+
21	\$ 2,728.00	100%	\$ 2,728.00		-	+
30	\$ 7,822.80	100%	\$ 7,822.80		-	+
31	\$ 4,240.00	100%	\$ 4,240.00		-	+
					-	+
					-	+
DBE Total: \$ 23,470.30				Total % 4		

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

Respectfully submitted:

Hessling Construction Inc.
Company Name (Prime Contractor)

Elliott Mason Estimator
Name / Title

[Signature]
Signed (Prime Contractor)

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: TAP 9901 520

Route: _____

County: DentPrime Contractor: Hessling Construction IncContract Amount: \$669,526.01

Identification of Participating DBE's: Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to _____ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is _____ and the e-mail address for submittal is _____. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. This page of this document must be received for each DBE utilized on the project.

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: Centrex Electrical Supply Co. Address: 573 Vandeventer Ave St Louis MO 63108

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
33	\$ 6,704.10	60%	\$ 4,022.46		-	+
38	\$ 1,961.00	60%	\$ 1,176.60		-	+
39	\$ 7,287.50	60%	\$ 4,372.50		-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total: \$ 9,571.56				Total %	1	

**Cannot exceed contract amount for given item of work

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

Respectfully submitted:

Hessling Construction Inc.
Company Name (Prime Contractor)

Elliott Mason Estimator
Name / Title

[Signature]
Signed (Prime Contractor)

press

FedEx Package
Express US Airbill

FedEx Tracking Number

8169 8622 4129

1 From

Date

Sender's Name

Phone

Company

Address

City

State

ZIP

Dept./Floor/Suite/Rm

2 Your Internal Billing Reference

3 To

Recipient's Name

Phone

Company

Address

We cannot deliver to P.O. boxes or F.O. ZIP codes.

Address Use this line for the HO/D location address or for combination of your shipping address.

City

State

ZIP

☐ Hold Weekday
Hold Saturday
Hold Sunday
Hold Holiday
Hold Priority Overnight and
FedEx 2Day is selected.

4 Express

X1 RLAA

5704319 14f e02024 STKA 581G6/1940/C008

Packages up to 150 lbs.
For packages over 150 lbs., use the
FedEx Express Freight US form.

Next Business Day

☒ FedEx First Overnight
Earliest next business morning delivery to select
businesses. Fully supported by FedEx
Monday unless Saturday delivery is selected.

☐ FedEx Priority Overnight
Next business morning. *Friday shipments will be
delivered on Monday unless Saturday delivery
is selected.

☐ FedEx Standard Overnight
Next business afternoon.*
Saturday Delivery NOT available.

2 or 3 Business Days

☐ FedEx 2Day A.M.
Second business morning.
Saturday Delivery NOT available.

☐ FedEx 2Day
Second business afternoon.* Third
will be delivered on Monday unless
Delivery is selected.

☐ FedEx Express Saver
Third business day.*
Saturday Delivery NOT available.

5 Packaging *Declared value limit \$500.

☐ FedEx Envelope*

☐ FedEx Pak*

☐ FedEx Box

6 Special Handling and Delivery Signature Options Fees may apply

☐ Saturday Delivery
NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.

☐ No Signature Required
Package may be left without
obtaining a signature for delivery.

☐ Direct Signature
Signature of recipient or
may apply for delivery.

Does this shipment contain dangerous goods?
☐ No ☐ Yes
Yes: As per attached
Shipper's Declaration.

7 Payment Bill to:

Enter FedEx account No. below

☐ Sender ☐ Recipient

☐ Third Party

Total Packages Total Weight

FedEx
Express

FO

FedEx First Overnight®

14f e02024 8169 8622 4129

THU - 15 FEB 200P
FIRST OVERNIGHT
DSR
65560
MO-US
STL

Staff Summary Report

MEETING DATE:	March 26, 2024
AGENDA ITEM:	Reading of Bills (First Reading)
AGENDA TITLE:	Bill No. 3604

ACTION REQUESTED BY:	Utility Committee
ACTION REQUESTED:	Approve a change in utility deposits
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

At their March 13, 2024, meeting the Utility Committee reconsidered the recent change in utility deposits and voted to recommend changing the deposits from a one month average of the past 12 months for the service address to a flat deposit rate of \$300 for all utilities or \$200 if a letter of good standing was provided by the person's previous utility provider.

PROCUREMENT

NA

FISCAL IMPACTS

Deposits are intended to protect the City from customers who walk out leaving past due balances.

SUPPORT DOCUMENTS:	Ord # 3604
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DEPARTMENT'S RECOMMENDED MOTION: Move approval of Ordinance # 3604 changing the amount of utility deposits to \$300 for all utilities or \$200 if a letter of good standing was provided by the person's previous utility provider.

BILL NO. 3604**ORDINANCE NO. 3604**

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

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

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

Section 1.

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

A. 1.

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

		<u>With Letter of Good Standing</u>
Residential electric	\$175	<u>\$125</u>
Residential water	\$ 50	<u>\$25</u>
Residential sewer	\$ 50	<u>\$25</u>
Commercial electric	\$200	<u>\$150</u>
Commercial water	\$ 50	<u>\$25</u>
Commercial sewer	\$ 50	<u>\$25</u>
• Multiple utility accounts	\$500	
Sanitation	\$ 25	<u>\$25</u>

Section 2.

These changes become effective immediately and are subject to modification at any time by the Board of Aldermen.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, repealed.

Section 3.

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND
APPROVED BY THE MAYOR, THIS 9th DAY OF APRIL 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Wanda Suhr
Assistant City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

Staff Summary Report

MEETING DATE:	March 26, 2024
AGENDA ITEM:	Reading of Bills (First Reading)
AGENDA TITLE:	Bill No. 3605

ACTION REQUESTED BY:	Utility Committee
ACTION REQUESTED:	Approve a change in delivery options of utility bills
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

At their March 13, 2024 meeting the Utility Committee considered a change to city ordinances allowing for the emailing or electronic delivery of city utility bills.

The committee voted to recommend the language in city ordinances to allow for such alternative delivery methods.

With the bills that went out the first of March the City had the first successful test for emailing utility bills to the 10 customers who signed up. With this successful test we are ready to offer this option to our customers once our codes allow for such.

PROCUREMENT

NA

FISCAL IMPACTS

NA.

SUPPORT DOCUMENTS:	Ord # 3605
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DEPARTMENT'S RECOMMENDED MOTION:	Move approval of Ordinance # 3605 amending the Codes of the City of Salem to allow for email and electronic delivery of utility bills.
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BILL NO. 3605

ORDINANCE NO. 3605

AN ORDINANCE AMENDING PROVISIONS FOR DELIVERY OF UTILITY BILLS AND STATEMENTS IN THE CODES OF THE CITY OF SALEM, MISSOURI.

WHEREAS, IN ORDER TO ALLOW FOR MULTIPLE DELIVERY METHODS OF UTILITY BILLS AND STATEMENTS THROUGH ELECTRONIC MEANS TO CUSTOMERS, AN AMENDMENT TO THE CURRENT CITY CODES IS REQUIRED; THEREFORE,

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

Section 1.

Section 700.010. Monthly Utility Bills — Disconnection and Reconnection of Services. of the Salem City Code shall be amended as follows:

A. All utility statements mailed, emailed, or electronically delivered to utility customers of the City of Salem, Missouri, shall, among other things, state when all delinquent accounts in that customer's name shall be disconnected.

Section 2.

These changes become effective immediately and are subject to modification at any time by the Board of Aldermen.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, repealed.

Section 3.

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 9th DAY OF APRIL 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Wanda Suhr
Assistant City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

Staff Summary Report

MEETING DATE:	March 26, 2024
AGENDA ITEM:	Reading of Bills (First Reading)
AGENDA TITLE:	Bill No. 3606

ACTION REQUESTED BY:	MMMPEP Committee, Utility Committee, Staff
ACTION REQUESTED:	Approval of Amendments to the Power Supply and Administration Agreement with MPUA
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

The current Power Supply and Administration Agreement between the Missouri Joint Municipal Electric Utility Commission and the City of Salem, as a member of Mid-Missouri Municipal Power Energy Pool (MMMPEP) was approved on September 15, 2022.

Attached are proposed amendments to this agreement. The proposed amendments are summarized in the Memo and additional documents preceding the amended agreement.

PROCUREMENT

NA – this is a pre-existing contract for purchase of power.

FISCAL IMPACTS

While there will likely be increases in cost related to financing purchases of ownership shares any generation facility, the proposed changes to the agreement will strengthen MMMPEP's financial standing and increase it's Bond rating creating a savings in financing costs as shown on the table labeled Exhibit A.

SUPPORT DOCUMENTS:	Ordinance # 3606 Memo from MPUA including Exhibits A, B and M Power Supply and Administration Agreement
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DEPARTMENT'S RECOMMENDED MOTION: Move approval of the amendments to the Power Supply and Administration Agreement between the Missouri Joint Municipal Electric Utility Commission and the City of Salem as a member of the Mid-Missouri Municipal Power Energy Pool.



2200 Maguire Boulevard
Columbia, MO 65201
main 573-445-3279
fax 573-445-0680
MPOUA.org

memo

TO: MMMPEP Committee
FROM: MPOUA - MEC
SUBJECT: Amended MMMPEP Supply Agreement
DATE: February 15, 2024

MEC is in the process of closing on the purchase of 3.9% of Dogwood Energy Facility by May 31, 2024 for the benefit of MMMPEP. As part of this closing process, the rating agencies will be assigning a credit rating to the deal that is strongly weighted by the strength of the Power Supply and Administration Agreement between MEC and the MMMPEP members. MEC has received opinions from financial advisors that by strengthening the terms of the existing Agreement, additional savings can be realized.

If the credit rating for the current contract is determined to be below investment grade, then it is estimated that total debt service for the Dogwood financing would be approximately \$1.6 million higher than with the suggested amendments. Estimated individual member impacts for are shown below in Exhibit A. In addition to higher debt service, ratings fees would be more expensive, and the debt service coverage ratio and reserve funds would also be higher. Similar cost impacts would also be incurred for all future borrowings.

MEC staff's recommendation is to amend the Power Supply and Administration Agreement to incorporate the suggested amendments to improve the long-term value to MMMPEP. An outline of all suggested edits and reasoning is listed below in Exhibit B. The full redline agreement is also attached for your review.

This amendment will need approval by every member's governing body by mid-April to benefit the Dogwood purchase. Please have your city attorneys review the language and contact Terry Jarrett (573-415-8379) with questions. MEC will be scheduling an MMMPEP meeting on February 29th at 10:00 am in St. Robert (and virtual) to review the amendment and seek pool approval.



2200 Maguire Boulevard
Columbia, MO 65201
main 573-445-3279
fax 573-445-0680
MPUA.org

memo

Exhibit A

	Estimated Total Debt Service Impact by Member
Cabool	\$92,450
Cuba	\$192,498
Houston	\$102,581
Mansfield	\$62,055
Mt View	\$103,848
Newburg	\$13,931
Richland	\$54,457
Salem	\$163,370
Seymour	\$73,453
Steelville	\$67,121
St Robert	\$238,090
Sullivan	\$330,540
Willow Springs	\$101,315
Winona	\$34,194
TOTAL	\$1,629,904



2200 Maguire Boulevard
Columbia, MO 65201
main 573-445-3279
fax 573-445-0680
MPOUA.org

memo

Exhibit B Summary of Edits Amended MMMPEP Agreement

Introduction—updated date to 2024.

Section 1.11—specifies that Direct Costs shall also include any Replacement Cost credits provided by MEC to any City pursuant to Section 6.3.

Section 2.2—updated date to 2024.

Section 2.3—clarifies that a city can terminate the Agreement upon 5 years notice.

Section 3.1—removes the “take and pay” language to remove any perception that this is a take and pay Agreement.

Section 5.4—corrects a cross reference to another section in the Agreement.

Section 5.9—changes “extra” costs to “extraordinary” costs to be consistent with section 9.2.

Section 6.3—clarifies that a City’s payment is for Direct Costs, which is defined in the Agreement, instead of the vague term “services hereunder.”

Section 6.4—clarifies that under this Full Requirements Agreement, a City is obligated to pay for Full Requirements service, regardless of whether it receives such service.

Section 17.1—adds “opinions” to the types of data and documents a City must furnish to MEC to satisfy creditworthiness or to support MEC’s financings.

Section 17.3—new section that requires Cities to provide such financial information and operating data, as MEC is required by contract to obtain from its members and/or which MEC needs to fulfill is continuing disclosure undertakings entered in connection with MEC’s financings.

Section 18.1—corrects a defined term.

Section 20.2—corrects a cross reference to another section in the Agreement.

Exhibit M

MMMPEP Member	Coincident Peak	Member's Proportionate Share
Cabool	7.3	5.7%
Cuba	15.2	11.8%
Houston	8.1	6.3%
Mansfield	4.9	3.8%
Mt View	8.2	6.4%
Newburg	1.1	0.9%
Richland	4.3	3.3%
Salem	12.9	10.0%
Seymour	5.8	4.5%
Steelville	5.3	4.1%
St Robert	18.8	14.6%
Sullivan	26.1	20.3%
Willow Springs	8	6.2%
Winona	2.7	2.1%
MMMPEP Total	128.7	100%
<i>Dated 2/29/2024</i>		

Power Supply and Administration Agreement
among
Missouri Joint Municipal Electric Utility Commission
and
Members of the Mid-Missouri Municipal Power Energy Pool

This Power Supply and Administration Agreement (“Agreement”) is made this ____ day of _____, 2024 (the “Effective Date”), by and among Missouri Joint Municipal Electric Utility Commission, d/b/a Missouri Electric Commission (“MEC”), a body public and corporate of the State of Missouri and the MEC member Cities that are signatories to this Agreement and listed in Exhibit A.

WITNESSETH:

WHEREAS, MEC is a joint municipal utility commission formed and operated in accordance with Sections 393.700 to 393.770 of the Revised Statutes of the state of Missouri (“RSMo”); and

WHEREAS, MEC was formed for the purpose of procuring electric energy and capacity and transmission service for the benefit of, and pursuant to the governance and direction of, MEC’s members; and

WHEREAS, each City is a Missouri municipality and a member of MEC; and

WHEREAS, the objectives of this Agreement are, through joint planning, central dispatching, joint power purchases, and effective coordination with other power pools and utilities:

- a. To provide the means for an adequate full-requirements power supply for the Cities in conformance with proper standards of reliability and safety;
- b. To provide the means for optimal use of generation and transmission facilities resulting in the efficient use of resources;
- c. To attain maximum practicable economy to the Cities, including seeking economies of scale achievable only through group action, and when requested by the MMMPEP Committee and approved by MEC’s Board of Directors, MEC’s long-term commitment to participation in projects on behalf of the MMMPEP Committee, consistent with proper standards of reliability and safety, and to provide for equitable sharing of the resulting benefits, risks and costs; and

NOW, THEREFORE, in consideration of the premises, the mutual promises and agreements set forth herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE: DEFINITIONS

1.1 Agreement shall mean this Power Supply and Administration Agreement among the Cities and MEC.

1.2 Balancing Authority shall mean the responsible entity, recognized by NERC, that integrates resource plans ahead of time, maintains load-interchange-generation balance within a particular area, and supports interconnection frequency in real time.

1.3 Board of Directors shall mean the Board of Directors of MEC as provided for in the Joint Contract and Bylaws.

1.4 Business Day shall mean any weekday (*i.e.*, other than Saturday or Sunday) that is not a holiday observed by banks in the State of Missouri.

1.5 Bylaws shall mean the bylaws of MEC approved by the Board of Directors as they may be amended by it from time to time.

1.6 Cancellation occurs when a Party or Parties put an end to the Agreement for breach by another Party or Parties.

1.7 Central Prevailing Time, or CPT, shall mean Central Daylight Savings Time or Central Standard Time, as then being observed in Missouri.

1.8 City shall mean a MEC member that has executed this Agreement, either as an original party or by joinder in the form of Exhibit F, and that is named in Exhibit A.

1.9 City's Percentage shall mean, for each City, its contribution to the most recent aggregate annual coincident peak of the Cities, subject to adjustment pursuant to Article Ten.

1.10 Demand shall have the meaning assigned to it in Section 14.4(a).

1.11 Direct Costs shall mean all costs MEC incurs in connection with acquiring, providing, arranging or financing the provision of Full Requirements Service hereunder, including without limitation all payments MEC is required to make (including reserves and debt service coverages MEC is required to maintain pursuant to any bond indenture, financing lease or loan-agreement) under contractual and/or financial commitments and obligations entered into by MEC in order to procure, deliver, or finance resources intended to provide Full Requirements Service, without regard to whether any particular resource is available to or used by any particular City. Direct Costs shall include all delivery-related costs incurred under transmission agreements and/or under FERC-

approved transmission tariffs, to the extent such costs are associated with MEC's provision of Full Requirements Services hereunder; such costs shall include, without limitation, costs of transmission service and/or acquiring transmission facilities, ancillary services, service provided over distribution facilities, transmission and distribution losses, financial transmission rights, administrative charges and/or congestion management charges assessed by transmission providers, and costs incurred by MEC in centralized energy markets, as all such relate to the provision of Full Requirements Services for MMMPEP. Direct Costs shall also include amounts required to fund MMMPEP capital and/or operating reserves as established from time to time by the MMMPEP Committee and included in annual budgets approved by MEC. Direct Costs shall also include any Replacement Cost credits provided by MEC to any City pursuant to Section 6.3.

1.12 Effective Date shall mean the date set forth in the preamble.

1.13 Event of Default shall have the meaning assigned to it in Section 15.

1.14 FERC shall mean the Federal Energy Regulatory Commission or its successor.

1.15 Force Majeure shall mean causes beyond the control of the Party affected, which such Party could not reasonably have been expected to avoid by exercise of due diligence and foresight in accordance with Good Utility Practice, including, but not limited to, storm, flood, lightning, earthquake, fire, explosion, damage to facilities upon which performance is dependent, failure of manufacturers to make scheduled deliveries of equipment, act of the public enemy, sabotage, civil disturbance, labor disturbance, strike, impact of war or mobilization, national emergency, pandemic, law, regulation, restraint or order by court or by public authority.

1.16 Full Requirements Service shall mean the capacity and energy and related products sold by MEC and purchased by each City hereunder, as described in Section 3.1.

1.17 Good Utility Practice shall mean any of the practices, methods, and acts engaged in or approved by a significant portion of the electric utility industry during the relevant time period, or any of the practices, methods, and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be an acceptable practice, method, or act generally accepted in the region, consistent with applicable legislation, rules, regulations, and safety standards.

1.18 Governmental Authority shall mean any applicable federal, state, county or other government, quasi-government or regulatory authority, agency, board, body, commission, instrumentality, court or tribunal, or any political subdivision of any thereof. For the avoidance of doubt, NERC and its regional entities shall be deemed Governmental Authorities for purposes hereof.

1.19 Joint Contract shall mean that contract dated as of May 1, 1979 and amended from time to time, by and among municipalities of the State of Missouri, which established MEC to serve its members through joint action.

1.20 Late Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the sum of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily.

1.21 MEC is the fictitious trade name of the Missouri Joint Municipal Electric Utility Commission, created by all MEC members through the Joint Contract as a separate governmental entity for various reasons and purposes including those named in the Recitals, and for all reasons as allowed in the Joint Contract and the Joint Municipal Utility Commission Act of Missouri.

1.22 MMMPEP shall mean the Mid-Missouri Municipal Power Energy Pool.

1.23 MMMPEP Committee shall mean the committee established pursuant to Article Eleven of this Agreement.

1.24 NERC shall mean the North American Electric Reliability Corporation.

1.25 Party shall mean MEC or a City; Parties shall mean two or more of MEC and/or the Cities, or MEC and all of the Cities, as the context requires.

1.26 Payment Default shall have the meaning assigned in Section 15.1(a).

1.27 Person shall mean an individual, a corporation, a partnership, a limited liability company, an association, a joint-stock company, a trust, an unincorporated organization or any government or political subdivision thereof.

1.28 Point(s) of Delivery shall mean the point(s) for each City where the City agrees to receive its energy, and MEC agrees to deliver that energy. The specific Point(s) of Delivery for each City are shown on Exhibit A.

1.29 Projected Peak Load shall mean a reasonable estimate of a City’s greatest rate of need for electricity taking into account prior years’ actual peaks, expected changes in customer usage, and anticipated conditions, in accordance with Good Utility Practice.

1.30 PURPA shall mean the Public Utility Regulatory Policies Act of 1978, as amended.

1.31 Replacement Cost means the actual cost incurred by a City, acting in a commercially reasonable manner, for the purchase of energy delivered at the Point of Delivery as a replacement for any Full Requirements Service not delivered by MEC where such non-delivery is unexcused, plus costs reasonably incurred by the City in purchasing such substitute product; provided, however, in no event shall the Replacement

Cost include any penalties, ratcheted demand or similar charges.

1.32 Resource Obligations shall mean MEC's financial, power-supply, fuel-supply, delivery-related and other obligations related to long-term resources which were entered into by MEC for the benefit of the MMMPEP Committee and the Cities, including long-term contracts, financial transmission rights, and owned generating or transmission facilities. To qualify as a Resource Obligation under this Agreement, MEC's financial, power-supply, fuel-supply delivery-related and/or other obligations in connection with a resource must (a) be for an initial period of two years or longer, and (b) not be subject to automatic reduction or abatement commensurate with loss of Cities. Resource Obligations shall include all capitalized equipment and software acquired by MEC in connection with the provision of Full Requirements Services hereunder for which MEC will recover costs over a period of more than five years, and all related contracts entered into for a period of more than five years.

1.33 Sale Agreement shall mean an agreement between MEC and any purchaser of wholesale capacity, energy, and/or ancillary services which is used by MEC to dispose of energy and/or capacity that was committed under a Supply Agreement but is determined to be excess to the resources needed to provide Full Requirements Service to the Cities hereunder for some period pursuant to Section 4.4. For the avoidance of doubt, "Sale Agreement" shall include a transaction that is not the subject of a bilateral contract but is undertaken by MEC pursuant to Section 4.4 as a market participant pursuant to the terms of a tariff providing for centralized markets, auctions, or the like for day-ahead energy, real-time energy, capacity, and/or ancillary services, or a transaction with another pool administered by MEC.

1.34 Supply Agreement shall mean an agreement between MEC and any supplier of wholesale capacity, energy, and/or ancillary services which is used by MEC to provide Full Requirements Service to some or all of the Cities hereunder. For the avoidance of doubt, "Supply Agreement" shall include a transaction that is not the subject of a bilateral contract but is undertaken by MEC (in support of its provision of Full Requirements Service to the Cities) as a market participant pursuant to the terms of a tariff providing for centralized markets, auctions, or the like for day-ahead energy, real-time energy, capacity, and/or ancillary services, or a transaction with another pool administered by MEC.

1.35 Term shall mean the period in which this Agreement is in effect as set forth in Article Two.

1.36 Termination occurs when a Party or Parties, pursuant to a power created by agreement or law, puts an end to the Agreement other than for its breach.

1.37 Transfer shall have the meaning assigned to it in Section 13.1.

1.38 Transferee shall mean a Person to whom a Transfer is permitted and to whom a Transfer is made or proposed to be made, pursuant to Article Thirteen.

1.39 Transferor shall mean a Party making or proposing to make a Transfer to another Person pursuant to Article Thirteen.

1.40 Transmission Provider shall mean any owner or operator of transmission facilities over which capacity and energy are to be transmitted for the purposes contemplated in this Agreement.

1.41 Transmission Service Agreement shall mean any contract entered into by MEC to obtain transmission service from a Transmission Provider for purposes of delivering capacity and energy under this Agreement.

1.42 True-Up Interest Rate shall mean, for any date, the lesser of (a) 1/365 of the per annum prime lending rate as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such day (or if not published on such day on the most recent preceding day on which published) and (b) the maximum rate permitted by applicable law. In applying the True-Up Interest Rate, interest shall be compounded daily.

ARTICLE TWO: TERM

2.1 Commencement of Term. This Agreement shall be effective and binding as of the applicable Effective Date.

2.2 Commencement of Full Requirements Service. The Agreement shall commence (i) for each City that is an original signatory to this Agreement, at the hour ending 0100 CPT on _____, 2024, and (ii) for each City that subsequently becomes a Party hereto at the hour ending 0100 CPT on the date set forth for such City in its joinder per Exhibit F.

2.3 Termination/Cancellation. This Agreement will continue in effect until terminated or canceled as follows by MEC, or by all Cities:

- (a) A City may terminate this Agreement as to its participation upon no less than five (5) years’ written notice.
- (b) MEC may cancel this Agreement upon no less than ninety (90) days written notice with respect to a particular City who fails to maintain MEC membership.
- (c) The Cities or MEC may cancel this Agreement upon the occurrence of an Event of Default by a City or by MEC pursuant to Section 15.1 of this Agreement.

2.4 Termination of Prior Agreements. This Agreement constitutes the entire agreement between the parties and terminates and supersedes any and all prior agreements and understandings (whether written or oral) between the parties with respect to the subject matter of this Agreement.

ARTICLE THREE: FULL REQUIREMENTS SERVICE

3.1 During the Agreement, MEC agrees to provide, and each City agrees to utilize, Full Requirements Service. For each City, Full Requirements Service consists of (a) all capacity and energy needed by the City to supply all of the electrical needs of its retail customers and any internal use by the City (except as expressly provided in Sections 5.2 and 6.2), including transmission and distribution losses, (b) any transmission and ancillary services needed to deliver such capacity and energy to the Transmission Provider, and (c) service over transmission and distribution facilities and related ancillary services, necessary for delivery of energy to the City at the Point(s) of Delivery. All electric energy delivered under this Agreement shall be of the character commonly known as three-phase, sixty-cycle energy and shall be delivered by MEC at the nominal voltage(s) at the Point(s) of Delivery to the City.

3.2 MEC shall have no obligation to provide any service the City may require on the distribution side of the Point(s) of Delivery for the City.

3.3 MEC and the Cities agree that MEC shall continue operating under the Joint PURPA Implementation Plan, as approved in FERC Docket EL18-132-000, and attached as Exhibit O to this Agreement.

ARTICLE FOUR: MEC'S OBLIGATIONS

4.1 The MEC Board of Directors hereby authorizes the President and CEO, and that person's designees to carry out MEC's responsibilities as set forth in this Agreement.

4.2 MEC shall, from time to time in accordance with Good Utility Practice (which may include spot purchases), enter into other Supply Agreements to obtain such additional products (including but not limited to capacity, peaking energy, and/or baseload and intermediate Supply Agreements for later periods of the Agreement) as are necessary to enable MEC to provide Full Requirements Service throughout the Agreement. Some of these Supply Agreements may be entered into prior to the commencement of the Agreement, although certain Supply Agreements will not be entered into until after the Agreement has started. To the extent reasonably practicable given limits on a seller's willingness to hold open an offer, MEC shall seek the approval of the MMMPEP Committee for Supply Agreements with a duration of one year or longer.

4.3 During the Agreement, MEC shall use commercially reasonable efforts to obtain replacement products to avoid or mitigate the effects of any interruptions or curtailments of service under Supply Agreements or Transmission Service Agreements.

4.4 During the Agreement, MEC shall use commercially reasonable efforts to enter into Sale Agreements to dispose of excess energy and/or capacity committed under Supply Agreements for such periods in which Cities' aggregate load is expected to be less than such committed energy and/or capacity. MEC shall credit all revenues from such sales to the Cities, thereby mitigating the effects of excess supply. However, Cities shall be responsible for all costs incurred by MEC in connection with making such sales and shall remain responsible for all costs under the Supply Agreements (including any penalties or damages for failure to receive) to the extent such costs exceed net revenues

from MEC's sales. Any proposed Sale Agreement with a duration of one year or longer shall be subject to the approval of the MMMPEP Committee.

4.5 MEC shall arrange for transmission service on the Transmission Provider systems and ancillary services, as necessary to support delivery of energy to the Cities at their Points of Delivery.

4.6 During the Agreement, MEC shall provide day-to-day energy management services such as scheduling and tagging of energy deliveries under the Supply Agreements, and administrative services such as support to the MMMPEP Committee, review and payment of invoices under Supply Agreements and Transmission Service Agreements, and invoicing and receiving payments from the Cities for Full Requirements Service. MEC may arrange for certain of these services to be provided by third parties.

4.7 In performing its duties hereunder, MEC shall at all times act in accordance with Good Utility Practice and with the express directions of the MMMPEP Committee (provided, however that MEC shall not be required to follow any such directions that would require MEC to violate Good Utility Practice, applicable requirements of any Governmental Authority, or the terms of any Supply Agreement, Transmission Service Agreement, or applicable tariff).

4.8 In any future Transmission Service Agreement, MEC will seek to include language giving MEC the right to assign its rights and obligations under that agreement to any City upon termination of this Agreement between MEC and the City, consistent with the provisions of Section 25 of the current Transmission Service Agreement between MEC and Transmission Provider.

4.9 Upon termination or conclusion of service under this Agreement to a City, unless MEC will continue to provide wholesale power to the City under a new agreement, (a) MEC shall exercise its right under MEC's Transmission Service Agreement to assign MEC's rights and obligations under the Transmission Service Agreement to such City (or, at the request of the City, to the City's new wholesale supplier), and (b) the City shall accept such assignment (or require its new wholesale supplier to accept such assignment).

ARTICLE FIVE: CITIES' OBLIGATIONS

5.1 Each City shall, throughout the Term, be a member in good standing of the Missouri Association of Municipal Utilities, and a member of MEC (*i.e.*, a signatory to the Joint Contract).

5.2 No City may buy power from any other Person or operate (or allow operation of) any electrical generator(s) for peak shaving on its system during the Agreement. A City may, during the Term, buy power from any other Person or operate (or allow operation of) any electrical generator(s) only in the event of, and only to the extent of, (i) the failure or inability of MEC to deliver power hereunder, (ii) the City's inability to receive deliveries from MEC due to outage conditions on the City's side of the Point of Delivery, (iii) periodic testing of emergency generators to ensure that they will be available to the City when needed, or (iv) a legal requirement to purchase renewable or

other power pursuant to (A) a state or federal renewable portfolio standard that imposes greater demands on the City than can be met through the Supply Agreements, (B) Section 386.890, RSMo., or any successor law, (C) PURPA, but only to the extent that FERC has not granted waiver of the City's PURPA purchase obligation as described in Section 3.3, or (D) or any state or federal law that MEC or City is legally obligated to comply with, and no applicable exemption, exception or other process to remove or lessen the burden of compliance. Any City subject to a legal requirement to purchase renewable or other power in excess of 100 kW capacity shall provide as much notice as possible to MEC and the MMMPEP Committee of its expected purchase requirement and shall coordinate with MEC in negotiating arrangements with the proposed seller of the power. A local renewable energy requirement adopted by a City itself shall not qualify as a legal requirement hereunder. A local ordinance that is necessary to carry out state or federal requirements shall not violate this provision. Disclosing the availability of net metering to customers to comply with state or federal law shall not violate this provision.

5.3 Each City shall, in a timely fashion, make all arrangements necessary for any service the City may require on the distribution side of its Point(s) of Delivery. Each such City shall bear all costs of such arrangements, including without limitation any penalties or damages owed as a result of any interruptions or curtailments of distribution service thereunder.

5.4 If any City wishes to make any changes to or to replace its Point(s) of Delivery, or to add an additional Point of Delivery, it may request MEC to seek such changes under the applicable Transmission Service Agreement. The City shall be obligated to pay all costs of such modifications or new Point(s) of Delivery. Once completed, any such changes shall be reflected on a revised Exhibit A. Notwithstanding Section 11.8, such modifications to Exhibit A shall be made by agreement solely as between MEC and the affected City.

5.5 Each City whose load for purposes of this Agreement is measured by metering equipment owned by a Person other than the Transmission Provider, MEC or the City itself shall ensure that such metering equipment is maintained and periodically tested consistent with the requirements set forth in Section 8.2.

5.6 Prior to the commencement of the Agreement, each City shall make the necessary arrangements to enable MEC to receive from Transmission Provider a real-time signal of City's load. To the extent that the necessary metering equipment, phone circuit and remote terminal unit equipment are not already in place to allow transmission of a real-time signal for a given City, that City shall be responsible for the installation of such facilities at its own cost.

5.7 Each City shall develop jointly with MEC a forecast of the City's Projected Peak Load for each year of the Agreement, and shall promptly advise MEC of any known or expected significant change in its load. The Cities acknowledge that MEC will enter into Supply Agreements and Sale Agreements in reliance on such Projected Peak Load forecasts.

5.8 Each City shall promptly advise MEC of any planned changes to its system

which may require modifications in any Supply Agreement(s) or Transmission Service Agreement(s), or affect the level or nature of the Full Requirements Service to be provided by MEC hereunder. Without limitation, each City shall coordinate with MEC prior to implementing any proposed demand response or net metering program, and all such programs shall be subject to review by the MMMPEP Committee and the provisions of Section 5.2.

5.9 Each City shall operate and maintain its electric system in good repair in accordance with Good Utility Practice, and shall control voltage and power factor on its system to within tolerances established by the applicable Balancing Authority. No City may operate its system in a manner inconsistent with its own or MEC's obligations for load control and power factor under Transmission Service Agreements, or any other applicable requirements to which MEC or the City is subject. In the event MEC incurs extraordinary costs as a result of a City's failure to operate its system in accordance with these requirements, such extraordinary costs shall be billed to and paid by the City, in accordance with Section 9.1.

5.10 Each City shall establish, maintain and collect such rates, fees and charges for the electric service of its electric utility system so as to provide revenues at least sufficient to enable City to make all payments required to be made by it under this Agreement and any other agreements with respect to its electric utility, and all other operating expenses of City's electric system. MEC shall, upon request of a City, perform or cause to be performed studies of the City's revenues and potential methods of ensuring the City's ability to satisfy this obligation. If such study is requested and performed, MEC may charge, and the City shall pay, all actual costs incurred in the development and delivery of the study.

5.11 The obligations of each City to make payments under this Agreement shall be limited to the obligation to make payments from revenues of its electric utility system and available electric utility system reserves. All payments made by a City pursuant to this Agreement shall constitute operation and maintenance expenses of its electric utility system. No City shall be obligated to levy any taxes for the purpose of paying any amount due under this Agreement. No City may issue any evidence of indebtedness with a lien on electric system revenues that is prior to the payment of operating and maintenance expenses.

5.12 No City may sell at wholesale any of the electric power and energy delivered to it hereunder to any Person for resale by such Person.

5.13 No City shall sell, lease or otherwise dispose of all or substantially all of its electric system except on ninety (90) days' prior written notice to MEC (which notice shall be provided after obtaining required City voter approval for such disposition) and, in any event, shall not so sell, lease or otherwise dispose of the same unless the following conditions are met: (i) the City shall assign this Agreement and its rights and interest hereunder to the purchaser or lessee of the electric system and such purchaser or lessee shall assume all obligations of the City under this Agreement; (ii) if and to the extent necessary to reflect such assignment and assumption, MEC and such purchaser or lessee shall enter into an agreement supplemental to this Agreement to clarify the terms on

which power and energy are to be sold hereunder by MEC to such purchaser or lessee; (iii) the senior debt of such purchaser or lessee shall be rated in one of the four highest whole rating categories by at least one nationally recognized bond rating agency; (iv) MEC shall have received an opinion of counsel of recognized standing in the field of law relating to municipal bonds selected by MEC stating that such sale, lease or other disposition will not adversely jeopardize the tax-exempt status of the interest on any bonds issued by MEC as that status is governed by Section 103(a) of the Internal Revenue Code of 1954, as amended, and the Treasury Regulations or any ruling as promulgated thereunder or as affected by a decision of any court of competent jurisdiction; (v) opinions shall be obtained from counsel for assignee and counsel for MEC that the assignment is permitted under applicable law and is valid and binding on the parties; and (vi) the rates to be paid by the assignee have been approved by applicable regulatory authority(ies). No City may take any action the effect of which would be to prevent, hinder or delay MEC from the timely fulfillment of its obligations under this Agreement, any outstanding bonds or any bond resolution of MEC.

5.14 No City may use or permit to be used any of the power and energy acquired under this Agreement in any manner or for any purpose or take any other action or omit to take any action which would jeopardize the tax-exempt status of the interest on any bonds issued by MEC as that status is governed by Section 103(a) of the Internal Revenue Code of 1954, as amended, and the Treasury Regulations or any rulings promulgated thereunder or as affected by a decision of any court of competent jurisdiction.

5.15 Nothing herein shall limit any City's present or future right to issue bonds, notes or other evidences of indebtedness or incur lease obligations which are payable on a parity with operating expenses or payable from revenues after payment of operating expenses; provided, however, no City may issue bonds, notes or other evidences of indebtedness or incur lease obligations which are payable from the revenues derived from its electric system superior to the payment of the operating expenses of its electric system.

5.16 The Parties recognize that some or all of the Supply Agreements, and information obtained by MEC thereunder and provided to the Cities hereunder either orally or in writing, will be deemed confidential and subject to certain restrictions pursuant to the Supply Agreements. Each City shall abide by all such restrictions on the use of confidential information it obtains hereunder. The Parties recognize that any confidentiality restrictions hereunder must be consistent with applicable open-meeting laws.

5.17 Each City grants to MEC permission to install, maintain and operate, or cause to be installed, maintained and operated, on the City's premises, the necessary equipment, apparatus and devices required for the performance of this Agreement. Any and all equipment, apparatus, devices, and facilities, placed or installed, or caused to be placed or installed, by MEC on or in the premises of a City shall be and remain the personal property of MEC, regardless of the mode or manner of annexation or attachment to real property. Upon the termination of the Agreement (unless the City and MEC enter into a new agreement under which MEC will supply the City's energy requirements), (i) MEC shall have the right to enter upon the premises of the City and shall, within one year, remove or be fairly compensated, and (ii) if such equipment, apparatus, devices or

facilities are not removed within one year, they become the property of the City.

5.18 Each City shall cooperate with MEC and keep accurate records and accounts.

5.19 Each City, upon request by MEC, shall name MEC as its Aggregator of Retail Customers (“ARC”) for participation in any demand response programs, either as administered by a regional transmission organization, or any other market. No City shall name any third party as, or allow any third party to act as, an ARC for the City’s customers. Upon request by a majority of the Cities, MEC shall develop a demand response program(s) for the MMMPEP Cities, with such costs and benefits residing with the MMMPEP Cities.

ARTICLE SIX: FORCE MAJEURE; FAILURE TO DELIVER OR RECEIVE

6.1 No Party shall be considered to be in breach or default in respect of any obligation hereunder, other than making a payment when due, if unable to fulfill such obligation by reason of Force Majeure. Any Party unable to fulfill any obligation by reason of Force Majeure shall exercise due diligence to remove such disability with reasonable dispatch.

6.2 Full Requirements Service under this Agreement shall be furnished by MEC and received by each City continuously except for interruptions or curtailments in service caused by (i) Force Majeure, (ii) MEC’s inability to provide replacement service in the event of interruption or curtailment of service by a seller under a Supply Agreement despite MEC’s commercially reasonable efforts under Section 4.3, (iii) operation of devices installed for system protection, (iv) the necessary installation, maintenance, repair and replacement of equipment, (v) exercise by any Transmission Provider of any interruption or curtailment authority under any applicable Transmission Service Agreement, or (vi) exercise by any distribution service provider of any interruption or curtailment authority under any applicable distribution service agreement with a City. Interruptions or reductions in service resulting from any of the causes listed in (i) through (vi) above shall not constitute a breach of this Agreement, and no Party shall be liable to any other Party for damages resulting therefrom. Except in case of an emergency, and to the extent such matters are within the knowledge and/or control of a Party, each Party shall give the other reasonable advance written notice of the temporary interruptions or curtailments in service necessary for such installation, maintenance, repair and replacement of equipment, and shall schedule such interruptions or curtailments so as to cause the least inconvenience to the Parties hereto.

6.3 If MEC fails to deliver Full Requirements Service to a City, the affected City shall nonetheless make payment to MEC for all Direct Costs based on its full metered load (grossed up for applicable transmission and distribution losses), provided, however, that if MEC’s failure is not excused pursuant to Section 6.2, MEC shall credit to the affected City an amount equal to its Replacement Cost on the next invoice following receipt of documentation from the affected City reasonably supporting the calculation of the Replacement Cost for each hour in which MEC had an unexcused failure to deliver Full Requirements Service. Such Replacement Cost credits will be included in MEC’s

costs of providing Full Requirements Service to be paid by all Cities.

6.4 If a City fails to receive Full Requirements Service for any reason , it shall nonetheless be obligated to make payment to MEC hereunder based on its full metered load (grossed up for applicable transmission and distribution losses) as though it had received such Full Requirements Service.

ARTICLE SEVEN: TITLE, WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

7.1 Title to Full Requirements Service shall pass from MEC to each City at its Point(s) of Delivery. As between MEC and each City, (i) MEC shall be deemed to be in exclusive control of the Full Requirements Service from the point of generation to the Point(s) of Delivery, and (ii) the City shall be deemed to be in exclusive control of the Full Requirements Service at and from the Point(s) of Delivery.

MEC WARRANTS TITLE TO ALL FULL REQUIREMENTS SERVICE DELIVERED HEREUNDER, AND SELLS SUCH FULL REQUIREMENTS SERVICE TO CITIES FREE FROM LIENS AND ADVERSE CLAIMS, TO THE POINT(S) OF DELIVERY. THIS IS MEC'S ONLY WARRANTY CONCERNING THE FULL REQUIREMENTS SERVICE PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. MEC DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CITIES (EXCEPT AS SET FORTH HEREIN) BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NO PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY ANY OTHER PARTY.

ARTICLE EIGHT: METERING

8.1 All capacity and energy delivered by MEC hereunder shall be metered at the Point(s) of Delivery to each City. Subject to any requirements to which MEC and/or the City(ies) are subject under any applicable Transmission Service Agreement or generally applicable rules or regulations, metering and communications equipment, which may include but is not limited to hardware and software, shall be installed that will determine:

- (a) kilowatt-hours delivered to the City;
- (b) the kilowatt demand at the metering point provided by 30-minute interval recording demand type meters; and

- (c) kilovolt-ampere-hours reactive delivered to the City.

The metering and communications equipment shall provide sufficient information in a manner suitable for use in scheduling, dispatching, billing, forecasting and planning. If Good Utility Practice necessitates changes to the aforesaid equipment, such changes shall be made. Each City shall reimburse MEC any costs it incurs for equipment for City's Point(s) of Delivery.

8.2 All metering equipment owned by the Transmission Provider that is used to measure the provision of Full Requirements Service hereunder shall be maintained and tested in accordance with the provisions of the Transmission Service Agreement between MEC and the Transmission Provider. If MEC or any City owns metering equipment used to measure the provision of Full Requirements Service hereunder, such equipment shall be maintained by the owner thereof. The Party owning such meters shall make periodic tests and inspections of its meters at its own expense at intervals not greater than one year and shall advise the other Party (MEC or the City at whose Point of Delivery the meter is located, as the case might be) when tests are to be made so that the other Party may witness such tests if it desires. The Party conducting the test shall promptly forward the results of any test showing inaccuracy of more than two percent (2%) to the other Party. Following any meter test, the meter shall be left as close to 100% accurate as possible. Each Party will make additional tests of its meters at the request of the other Party, but the expense of such test will be borne by the Party requesting such test if the meter is found to be within two percent (2%) of accuracy. If any test shows that a meter is inaccurate by more than two percent (2%), the meter shall be calibrated, and a correction shall be made from the date reasonably determined to be the date at which the inaccuracy began. If that date cannot be reasonably determined, then the correction shall apply to the last half of the period since the latest test, but not more than six months preceding the test that reveals the inaccuracy. In the event that any metering equipment used to measure the provision of Full Requirements Service hereunder is owned by a distribution cooperative that provides service from the Point(s) of Delivery to a given City, the City shall ensure that its agreement with the distribution cooperative provides for maintenance and testing of the metering equipment in a manner as consistent as possible with the standards set forth in this Section 8.2.

ARTICLE NINE: COST RESPONSIBILITY

9.1 Rates established by the MMMPEP Committee to the MMMPEP members shall include recovery of MEC's Direct Costs. Rates shall be established so as to charge each MMMPEP member its proportionate share of all Direct Costs associated with MEC's performance under the Agreement. Charges based on such rates shall be assessed and billed monthly and each MMMPEP member shall pay such charges as provided in Article Ten. Rates shall be reviewed at least annually and shall be adjusted to recognize variances between budgeted and actual costs no less frequently than six-month intervals. In the event that the MMMPEP Committee fails to establish rates in accordance with this Article Nine, MEC may establish rates as deemed necessary to prevent an event of default under any bond indenture, lease or loan agreement.

9.2 In addition to the charges set forth in Section 9.1, MEC will include in a City's monthly invoices any extraordinary costs that the City causes MEC to incur in connection with MEC's performance under this Agreement. MEC shall provide appropriate documentation to support any such charges if requested by the City.

9.3 The Cities acknowledge that the Direct Costs under the Supply Agreements and Transmission Service Agreements and other Direct Costs incurred by MEC in providing Full Requirements Service hereunder will vary from estimated costs provided by MEC to the Cities both prior to and after execution of this Agreement, and that MEC's provision of such estimates to the Cities shall not limit any City's obligation hereunder to pay its share of the Direct Costs.

ARTICLE TEN: BILLING AND PAYMENTS

10.1 Each City shall pay its City's Percentage share of all Direct Costs, as and when incurred by MEC, in connection with arrangements to pseudo-tie the Cities' loads to the system of another Balancing Authority if such arrangements are necessary for the provision of ancillary services.

10.2 Charges for Full Requirements Service will be billed to each City each calendar month during the Agreement, based on MEC's projected costs (including budgeted administrative costs) and the City's projected usage reasonably expected for that month. MEC shall prepare and render such monthly invoices using the most current information available. MEC shall provide each monthly invoice by e-mail to each City on or before the fifth Business Day of the month.

10.3 Each City shall pay the invoiced amount by the 15th day of the month (provided, however, that no City shall have less than seven (7) Business Days after issuance of the invoice in which to make its payment), via a bank wire transfer or ACH debit to MEC's bank account in accordance with the instructions provided in writing by MEC. Interest shall be payable on all amounts not paid on or before the payment due date, over the actual number of days elapsed from the payment due date to the date such amounts are paid, at the Late Interest Rate.

10.4 MEC shall include with each invoice a true-up statement and adjustment for the invoice two months prior. Each true-up will reconcile amounts invoiced and paid pursuant to cost and usage projections against actual costs and usage. Subsequent invoices may reflect additional true-ups based on adjustments to invoices rendered to (or revenues received by) MEC under the Supply Agreements, Sale Agreements, and/or Transmission Service Agreements, or to reflect budget adjustments or corrections regarding administrative costs. Any overpayments by City shall be credited to City, and any underpayments shall be added to the current invoice.

10.5 If a City disputes any bill issued hereunder or the existence or extent of any obligation to make any payment hereunder, it shall nevertheless make payment of all bills when due with a written protest, submitted at the time of or subsequent to such payment, directed to MEC. Any such protest shall be subject to the limitations set forth in Section 10.7. When any dispute regarding payment is resolved, any refunds due shall be paid (or credited) within ten (10) days thereafter, together with interest at the True-Up Interest

Rate, based upon the actual number of days elapsed from the date paid until the date refunded or offset.

10.6 Not more than once a year, the Cities may collectively conduct an audit of (i) records maintained by MEC in connection with this Agreement, and (ii) all costs charged to the Cities hereunder. The costs of such audits shall be borne by the Cities, either directly or through reimbursement to MEC. MEC shall cooperate with one such audit in a given year, by making available documents and other information reasonably requested in connection therewith, during normal business hours.

10.7 No challenge may be raised by a City with respect to the validity of costs incurred by MEC under the Supply Agreements or Transmission Service Agreements (or costs incurred or revenues received by MEC under Sale Agreements) except to the extent that MEC can in turn raise the challenge under the Supply Agreements, Sale Agreements or Transmission Service Agreements, and the resolution of any such challenge under those agreements shall be dispositive as between the Cities and MEC. Challenges relating to administrative costs shall be limited to claims of arithmetic errors.

10.8 If, pursuant to any Supply Agreement or Transmission Service Agreement, MEC receives any refunds (as opposed to credits against its monthly bills, which will simply reduce MEC's costs to be passed through to Cities hereunder), it shall promptly pay to each City an appropriate share of such refunds, based either on the City's energy usage for the applicable period of the refund, if the refunds relate to variable costs, or on the City's Percentage.

10.9 As soon as reasonably practicable following the end of the Agreement (or following termination as to an individual City), MEC shall issue invoices to the Cities as necessary to (i) true up charges previously invoiced and paid and (ii) obtain any necessary reimbursement of MEC's remaining payments under the Supply Agreements and Transmission Service Agreements, Direct Costs, and any other costs incurred by MEC in its performance of this Agreement. If the net amount of any invoice is owed by the City, it shall submit payment within ten (10) Business Days of receipt. If the net amount of any invoice is owed by MEC, it shall make payment at the time it issues the invoice. The Parties' obligations under this Section 10.9 shall survive termination of this Agreement.

ARTICLE ELEVEN: MMMPEP COMMITTEE

11.1 The MMMPEP Committee shall determine policy on matters within the scope of this Agreement.

11.2 Each City shall designate a representative to serve on the MMMPEP Committee and one or more alternates authorized to act in the absence of the designated representative. Each such representative must be an employee or elected official of the City. The appointments to the MMMPEP Committee made by each City shall be identified by written notice to MEC. Each City may replace its representative or alternate(s) to the MMMPEP Committee at any time by written notice to MEC.

11.3 The President and CEO, or their designee shall be MEC's representative to

the MMMPEP Committee and shall act as Secretary to the MMMPEP Committee. MEC's representative shall not have a vote.

11.4 Authorized representatives or alternates present from a majority of the Cities at a duly noticed or regularly scheduled meeting of the MMMPEP Committee shall constitute a quorum.

11.5 Each City shall be entitled to one vote of equal weight through its representative or alternate in any vote of the MMMPEP Committee. A majority vote of all City representatives present will authorize any action or determination by the MMMPEP Committee. An action of the MMMPEP Committee shall be by a vote on a motion that has been seconded. The maker of the motion and of the second shall not be representatives of the same City.

11.6 The MMMPEP Committee shall select from its members a chair and vice chair who will each serve for such term as is designated by the MMMPEP Committee. Upon a vacancy or expiration of a term, the MMMPEP Committee shall select replacements.

11.7 The MMMPEP Committee shall meet at least annually and at such times as the chair may determine or as requested by three or more MMMPEP Committee representatives. The frequency of regular meetings may be revised from time to time by the MMMPEP Committee.

11.8 The MMMPEP Committee shall be the approving body for all exhibits added, modified, or deleted in this Agreement, except as otherwise provided in the exhibits.

ARTICLE TWELVE: LIABILITY AND INDEMNIFICATION

12.1 Each City expressly agrees, to the fullest extent permitted by Missouri law, and without waiving any of its rights under the doctrine of sovereign immunity as to the claims of third parties, to indemnify, hold harmless and defend MEC against any and all claims, liability, costs or expenses (including without limitation attorneys' fees and expenses) for loss, damage or injury to persons or property in any manner directly or indirectly connected with or growing out of MEC's role as provider of Full Requirements Service hereunder, unless such loss, damage or injury is the result of bad faith, gross negligence, or reckless or willful misconduct of MEC or its employees acting within the course and scope of their employment.

12.2 To the fullest extent permitted by law, no Party shall be liable to any other Party for punitive, indirect, exemplary, consequential, or incidental damages arising in connection with this Agreement.

ARTICLE THIRTEEN: ASSIGNMENT

13.1 Except as otherwise provided in this Article Thirteen, no Party may sell, lease, assign, transfer, convey or otherwise dispose of in any manner, directly or indirectly (collectively, "Transfer") all or any part of its rights, obligations, benefits,

advantages, titles and interest in this Agreement, and any such Transfer in contravention of this Article Thirteen shall be null and void *ab initio*.

13.2 MEC shall Transfer its entire interest in this Agreement to any affiliate or other Person that succeeds to substantially all of MEC's business, including the Resource Obligations, Supply Agreements, and Transmission Service Agreements. MEC may also assign its interest in this Agreement to a trustee or other Person in connection with any financing undertaken by MEC. No other Transfer by MEC shall be permitted.

13.3 Each City shall Transfer its entire interest in this Agreement to any Person that acquires substantially all of the City's electric system, by purchase, lease or otherwise, pursuant to Section 13.4. No other Transfer by any City shall be permitted.

13.4 If a Party proposes to Transfer its interest in this Agreement pursuant to Section 13.2 or 13.3 (except where the Transfer is by MEC solely for financing purposes), then no less than 90 days prior to such proposed Transfer, the Transferor shall provide written notice thereof to the other Party. The notice shall identify the proposed Transferee and the date on which the Party proposes to effect the Transfer.

13.5 As a condition precedent to any permitted Transfer hereunder:

- (a) at the time of the Transfer, either (i) the Transferor must not be in default of any of its material obligations under this Agreement or (ii) such default must be cured on or prior to the date of the Transfer; and
- (b) the Transferor shall deliver to the other Party documents satisfactory to it evidencing Transferee's acceptance of the Transfer and assumption of all of the Transferor's obligations under this Agreement.

13.6 Notwithstanding anything in this Article Thirteen, no Transfer of this Agreement will be permitted if it would jeopardize the tax-exempt status of any bonds issued by MEC, or if it would violate the terms of any Supply Agreement or Transmission Service Agreement.

ARTICLE FOURTEEN: DISPUTE RESOLUTION

14.1 If a dispute (including a billing dispute permitted under Sections 10.5 and 10.7) arises between or among two or more of the Parties, arising out of or relating to this Agreement or any breach hereof or default hereunder, then the aggrieved Party(ies) may provide written notice thereof to the other Party(ies), including a detailed description of the subject matter of the dispute.

14.2 Representatives of the Parties involved in the dispute shall in good faith attempt to resolve such dispute by informal negotiations within ten (10) Business Days from the date of receipt of a dispute notice under Section 14.1.

14.3 If the dispute is not resolved within ten (10) Business Days following receipt of the dispute notice or such later date as the affected Parties may mutually agree, then each Party involved in the dispute shall promptly designate its most senior executive

responsible for the subject matter of the dispute who shall have authority to resolve the dispute. The senior executives shall obtain such information as may be necessary to inform themselves of the substance and particulars of the dispute and shall meet within twenty (20) Business Days, at a time and place mutually acceptable to the senior executives.

14.4 If the senior executives are unable to resolve the dispute within twenty (20) Business Days of their first meeting or such later date as the senior executives may mutually agree, then the dispute shall, subject to Section 14.5, be resolved solely and exclusively by binding arbitration. The following arbitration procedures will be used absent agreement of the affected Parties to different procedures for a given arbitration:

(a) The dispute shall be finally settled by binding arbitration before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, except as modified herein. The Party or Parties seeking relief from one or more other Parties shall prepare and submit a request for arbitration (the "Demand"), which will include statements of the facts and circumstances surrounding the dispute, the legal obligation breached by the other Party(ies), the amount in controversy and the requested relief. The Demand shall be accompanied by all relevant supporting documents.

(b) Arbitration shall be held in Columbia, Missouri. The arbitration shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 1 et seq.

(c) The Party asserting a claim for relief and the Party opposing such relief shall each select one arbitrator within thirty (30) days of the receipt of the Demand, or if such Party to the dispute or claim fails to make such selection within thirty (30) days from the receipt of the Demand, the American Arbitration Association shall make such appointment upon the written request of the other Party(ies). If more than two Parties are involved in the arbitration, all Parties seeking relief shall collectively appoint one arbitrator, and all Parties opposing relief shall collectively appoint one arbitrator. The two arbitrators thus appointed shall select the third arbitrator, who shall act as the chairman of the panel. If the two arbitrators fail to agree on a third arbitrator within thirty (30) days of the selection of the second arbitrator, the American Arbitration Association shall make such appointment.

(d) The award shall be in writing (stating the award and the reasons therefor) and shall be final and binding upon the Parties, and shall be the sole and exclusive remedy between such Parties regarding any claims, counterclaims, issues, or accountings presented to the arbitration panel. The arbitration panel shall be authorized in its discretion to grant pre-award and post-award interest at commercial rates. Judgment upon any award may be entered in any court having jurisdiction.

(e) This Agreement and the rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

(f) Unless otherwise ordered by the arbitrators, each Party shall bear its own costs and fees, including attorneys' fees and expenses. The Parties expressly agree that the arbitrators shall have no power to consider or award any form of damages barred by this Agreement, or any other multiple or enhanced damages, whether statutory or common law.

(g) Each Party understands that it will not be able to bring a lawsuit concerning the affected dispute, except as necessary to enforce this Section 14.4 or an arbitration award.

14.5 Notwithstanding anything to the contrary in Section 14.4, the Parties acknowledge and agree that (i) a dispute over which a Governmental Authority has exclusive jurisdiction shall, in the first instance, be brought before and resolved by such Governmental Authority, and (ii) monetary damages may not be an adequate remedy at law for the failure of a Party to perform certain material obligations under this Agreement, and under such circumstances, a non-defaulting Party shall have the right to seek a court order requiring specific performance by a defaulting Party of such obligations under this Agreement.

ARTICLE FIFTEEN: DEFAULT AND REMEDIES

15.1 It shall constitute an "Event of Default" under this Agreement if any one or more of the following occurs and the corresponding Cure period, if any, shall have expired without Cure:

(a) A City fails to make any required payment, and such failure continues for a period of 30 days after delivery of notice thereof by MEC.

(b) A City fails in any material respect to comply with or observe any material covenant, warrant or obligations under this Agreement (except a payment default as described in Section 15.1(a), and except a failure due to causes excused by Force Majeure or attributable to MEC's wrongful act or wrongful failure to act), such failure shall continue for a period of 90 days after delivery of notice by MEC, or, if such failure cannot reasonably be Cured within such 90 day period, such further period as shall reasonably be required to effect such Cure, provided that such City commences within the first 30 days of such 90 day period to effect such Cure and at all times thereafter proceeds diligently to complete such Cure as quickly as possible.

(c) MEC fails in any material respect to comply with or observe any material covenant, warranty or obligation under this Agreement (except due to causes excused by Force Majeure attributable to a City's wrongful act or wrongful failure to act), and (i) such failure materially adversely

affects MEC's ability to furnish to a City the Requirement Services due such City during the term of this Agreement, and (ii) such failure continues for a period of 90 days after delivery of notice by such City, or, if such failure cannot reasonably be Cured within such 90 day period, such further period as shall reasonably be required to effect such Cure, provided that MEC commences within the first 30 days of such 90 day period to effect such Cure and at all times thereafter proceeds diligently to complete such Cure as quickly as possible.

(d) A Party becomes insolvent, or generally does not pay its debts as they become due, or admits in writing its inability to pay its debts, or makes an assignment for the benefit of creditors, or insolvency, reorganization, bankruptcy or receivership proceedings are commenced by or against a Party and such proceedings are not dismissed or stayed within 60 days.

15.2 Upon the occurrence of an Event of Default by a City or by MEC with respect to a particular City, the non-defaulting Party may at its option cancel this Agreement with respect to participation by such City by giving twenty-one (21) days' prior notice thereof (or, in the case of a payment default as described in Section 15.1(a), five (5) days' prior notice thereof) to the defaulting Party.

15.3 Upon cancellation, this Agreement shall be of no further effect and neither Party shall have any further obligation to the other under this Agreement except for the payment of any amounts due for Full Requirements Services provided prior to cancellation, and except as set forth in Section 15.4.

15.4 Notwithstanding cancellation under this Section 2.3, each City shall remain responsible for its allocated share, as set forth in Exhibit M at the time of the notice of cancellation, of all Resource Obligations entered into by MEC on behalf of the MMMPEP Committee for benefit of the Cities prior to the notice of cancellation. After cancellation (i) the City shall continue to pay MEC monthly charges designed to recover the City's allocated share of MEC's Direct Costs associated with each of the Resource Obligations incurred or acquired by MEC prior to the City's cancellation, including reasonable and customary charges relating to the administration of such resources, and (ii) MEC shall utilize or sell the City's allocated share of output in exchange for providing the City a credit or offset equal to the fair market value of such output up to the amount of the obligation.

15.5 For purposes of identifying each City's obligations upon cancellation under Section 2.3, Exhibit M shall be maintained to list, with reference to each City, its allocation of each Resource Obligation. This allocation will be derived by calculating the system peak power requirement of each City as a percentage of the coincident combined peak requirements of all Cities. Exhibit M shall be updated and approved by vote of the MMMPEP Committee upon each change in MMMPEP Committee Membership and upon MEC's commitment to any new Resource Obligation, and no less frequently than once each year. The allocation corresponding to each City as shown on Exhibit M will establish the respective share of potential obligations and entitlements of such City upon

cancellation, as described in Section 2.3.

15.6 In the event of cancellation pursuant to Section 2.3, a non-defaulting Party shall have the right to seek remedies at law or in equity or damages for the breach of any term, condition, covenant, warranty or obligation under this Agreement.

ARTICLE SIXTEEN: REPRESENTATIONS AND WARRANTIES

16.1 MEC's Representations. MEC hereby makes the following representations, warranties and covenants to City as of the Effective Date and through the end of the Term:

- (a) MEC is a governmental entity and body public and corporate duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by MEC of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation of MEC, enforceable in accordance with its terms.
- (d) There is no pending, or to the knowledge of MEC, threatened action or proceeding affecting MEC before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, MEC's sole continuing covenant with respect to this Section 16.1(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

16.2 City's Representations. City hereby makes the following representations, warranties and covenants to MEC as of the Effective Date and through the end of the Term:

- (a) City is a municipality and political subdivision of the State of Missouri, and has the legal power to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by City of this Agreement have been duly authorized by all necessary action.
- (c) This Agreement constitutes the legal, valid and binding obligation

of City, enforceable in accordance with its terms.

(d) There is no pending, or to the knowledge of City, threatened action or proceeding affecting City before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. Notwithstanding the foregoing, City's sole continuing covenant with respect to this Section 16.2(d) shall be to take all necessary and reasonable actions to defend the enforceability and validity of this Agreement and aggressively defend any lawsuit involving or related to this Agreement.

(e) City is and shall remain throughout the term of this Agreement a member of both MEC and the Missouri Association of Municipal Utilities.

(f) City is and shall remain throughout the term of this Agreement a "political subdivision" of the state of Missouri within the meaning of Section 103(a) of the Internal Revenue Code.

ARTICLE SEVENTEEN: CREDITWORTHINESS; BUDGETS

17.1 City shall provide such financial information, operating data and opinions as MEC may need in connection with satisfying creditworthiness provisions of any Resource Obligation, Supply Agreement, or Transmission Service Agreements or that may be required to support MEC's financings.

17.2 MEC's projected Direct Costs of administering this Agreement and an allocation of its reasonable costs associated with its role as power supplier shall be included in an MMMPEP annual budget which shall be incorporated in MEC's annual budget. As a member of MEC, each City shall have the right to review and vote on MEC's budgets.

17.3 Upon request, City shall provide such financial information and operating data, as MEC is required by contract to obtain from its members and/or which MEC needs to fulfill is continuing disclosure undertakings entered in connection with MEC's financings.

ARTICLE EIGHTEEN: SURVIVAL OF OBLIGATIONS & ASSUMPTION OF LIABILITIES

18.1 The Parties' obligations under Section 15.4 shall survive termination of this Agreement. In addition, a City shall remain bound by its obligations and covenants set forth in Sections 5.10, 5.13, 5.14 and 5.15 following termination of this Agreement. Surviving documents and agreements include, but are not limited to, the following:

- Exhibit A List of Cities and Their Delivery Points
- Exhibit B Contact/Notice Information for Cities and MEC
- Exhibit C Pool Members' Load Forecasts

- Exhibit D Services
- Exhibit E Resource Credits
- Exhibit F Joinder
- Exhibit G Procedures for Forecasting
- Exhibit H Rating of Diesel and Combustion Turbine Generating Equipment
- Exhibit I Interest Rates
- Exhibit J Dispatch Principles
- Exhibit K Peaking Unit Exercise Standards
- Exhibit L Peaking Unit Reliability Standards
- Exhibit M Power Supply and Transmission
- Exhibit O Joint PURPA Implementation Plan
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 2016 (ATC)
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 2016 (Schedulable)
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 06/30/2022 (ATC)
- Power Sales Agreement between Board of Municipal Utilities of Sikeston, Missouri and Missouri Joint Municipal Electric Utility Commission dated 06/30/2022(Schedulable)
- Amended and Restated Ancillary Services Agreement Between Missouri Joint Municipal Electric Utility Commission and Associated Electric Cooperative, Inc. dated 11/20/2017
- Capacity and Energy Agreement Between Associated Electric Cooperative, Inc. and Missouri Joint Municipal Electric Utility Commission, dated 1/22/2018
- Capacity and Energy Agreement Between Associated Electric Cooperative, Inc. and Missouri Joint Municipal Electric Utility Commission, dated 12/6/2019
- Capacity and Energy Purchase and Sale Agreement Between Plum Point Energy

Associates, LLC and Missouri Joint Municipal Electric Utility Commission, dated 5/6/2020

- Master Power Purchase and Sale Agreement Between City of New Madrid and Missouri Joint Municipal Electric Utility Commission dated 3/28/2022
- Memorandum of Understanding related to sales of energy and capacity from MJMEUC's ownership of Dogwood, MMMPEP Resolution 01-2017

ARTICLE NINETEEN: RIGHT OF ACCESS TO EACH PARTY

19.1 Each City shall permit duly authorized representatives and employees of MEC to enter upon its premises upon reasonable notice for the purpose of reading or checking meters, inspecting, testing, repairing, renewing or exchanging any or all of the equipment owned by MEC located on such premises, or for the purpose of performing any other work necessary in the performance of this Agreement. Each City shall have a similar right of access upon reasonable notice with respect to MEC's premises.

ARTICLE TWENTY: MISCELLANEOUS

20.1 The rights and obligations of the Parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Missouri, without regard to conflicts of law doctrines.

20.2 Unless otherwise expressly provided for in this Agreement, all communications and notices to a Party in connection with this Agreement shall be in writing, by facsimile or by email, and any such notice shall become effective (a) upon personal delivery thereof, including by overnight mail or next Business Day or courier service, (b) in the case of notice by United States mail, certified or registered, postage prepaid, return receipt requested, upon receipt thereof, (c) in the case of notice by facsimile, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided promptly by either of the methods set forth in clause (a) or (b) above, or (d) in the case of email, upon transmission thereof, provided that in addition to such transmission a confirmation copy of the notice is also provided by either of the methods set forth in clause (a) or (b) above. All notices provided by the means described in clauses (a), (b), (c) or (d) above shall be sent to the address(es) for the applicable Party(ies) as set forth in Exhibit B. Each Party may update its contact information in Exhibit B by written notice to the other Parties. Notwithstanding Section 11.8, such modifications to Exhibit B shall be made as a ministerial matter and do not require formal amendment.

20.3 This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

20.4 Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law; but if any provision of this Agreement shall be prohibited by or deemed invalid under any applicable Law, such

provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20.5 This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

20.6 Except as expressly provided herein, none of the provisions of this Agreement are intended for the benefit of any Person other than the Parties, their respective successors and permitted assigns.

20.7 This Agreement states the rights of the Parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, oral or written, with respect thereto.

20.8 Headings and the table of contents used in this Agreement (including headings used in any exhibits attached hereto) are for convenience of reference only and shall not affect the construction of this Agreement.

20.9 The exhibits are incorporated herein by reference and made a part hereof.

20.10 No waiver by any Party of any one or more defaults by another Party in the performance of any of the provisions of this Agreement shall be construed as a waiver of any other default or defaults whether of a like kind or different nature. Any delay, less than any applicable statutory period of limitations, in asserting or enforcing any rights under this Agreement shall not be deemed a waiver of such rights. Failure of any Party to enforce any provisions hereof shall not be construed to waive such provision, or to affect the validity of this Agreement or any part thereof, or the right of the Party thereafter to enforce each and every provision thereof.

20.11 This Agreement shall not be construed to create a joint venture or partnership relation between or among the Parties.

20.12 Each Party shall promptly and duly execute and deliver such further documents and assurances for and take such further actions reasonably requested by one or more of the other Parties, all as may be reasonably necessary to carry out the purposes of this Agreement.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
THAT MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed and delivered under seal by its duly authorized representative as of the date set forth below.

MISSOURI ELECTRIC COMMISSION

By: _____

Name: John Twitty

Title: President and CEO

Attest: _____

Name:

Title: Administrative Assistant

Dated: _____

CITY OF CABOOL, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF CUBA, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF HOUSTON, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF MANSFIELD, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF NEWBURG, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF RICHLAND, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF ST. ROBERT, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF SALEM, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF SEYMOUR, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF STEELVILLE, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF SULLIVAN, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF WILLOW SPRINGS, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF MOUNTAIN VIEW, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

CITY OF WINONA, MISSOURI

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Dated: _____

EXHIBIT A
List of Cities and their Delivery Points

Member City	Delivery Points	Delivery Voltage	Transformer Capacity At 55° C
Cabool	Cabool	13.2 KV	12 MVA
Cuba	Cuba#3	13.2 KV	25 MVA
Houston	Houston #1	4.16 KV	7.5 MVA
	Houston	13.2 KV	10 MVA
Mansfield	Mansfield # 1	4.16 KV	5 MVA
	Mansfield #2 - A	13.2 KV	10 MVA
	Mansfield #2 - B	13.2 KV	3.5 MVA
Mountain View	Mountain View	4.16 KV	10 MVA
Newburg	Newburg	13.2 KV	2 MVA
Richland	Richland	4.16 KV	7.5 MVA
Salem	Salem #1	13.2 KV	20 MVA
Seymour	Seymour#2	13.2 KV	10 MVA
St. Robert	Gospel Ridge	13.2 KV	25 MVA
Steelville	Steelville	13.2 KV	7 MVA
Sullivan	Sullivan #1	4.16 KV	7.5 MVA
	Sullivan #1	13.2 KV	20 MVA
	Sullivan #4	13.2 KV	12.5 MVA
Willow Springs	Willow Springs #1	4.16 KV	7.5 MVA
	Willow Springs #2	13.2 KV	2.5 MVA
Winona	Winona (ShoMe's Winona Substation)	13.2KV	4.2 MVA

EXHIBIT B
Contact/Notice Information for Cities and MEC

<p>Cabool</p> <p>City of Cabool P.O. Box 710 618 Main St Cabool, MO 65689 Tel: 417 962-3136 Fax: 417 962-5144 Email: rscheets@caboolmo.org</p>	<p>Cuba</p> <p>City of Cuba P.O. Box K 202 N. Smith Street Cuba, MO 65453 Tel: 573-885-7432 Fax: 573-885-3216 Email: lgarbo@ci.cuba.mo.us</p>
<p>Houston</p> <p>City of Houston 601 S. Grand Houston, MO 65483 Tel: 417-967-3348 Fax: 417-967-4252 Email: cityclerk@houstonmo.org</p>	<p>Mansfield</p> <p>City of Mansfield P.O. Box 467 122 N. Business Hwy. 60 Mansfield, MO 65704 Tel: 417-924-8340 Fax: 417-924-7301 Email: nconley@mansfieldcityhall.org</p>
<p>Newburg</p> <p>City of Newburg 191 Main Street Drawer K Newburg, MO 65550 Tel: 573-762-2315 Fax: 573-762-3704 Email: newburg.city.hall@gmail.com</p>	<p>Richland</p> <p>City of Richland 204 E. Washington Avenue Richland, MO 65556 Tel: 573-765-4421 Fax: 573-765-5750 Email: bgodfrey@richlandmo.info</p>
<p>St. Robert</p> <p>City of St. Robert 194 Eastlawn Avenue, Suite A St. Robert, MO 65584 Tel: 573-451-2000, Ext. 1112 Fax: 573-336-5714 Email: aivey@saintrobert.com</p>	<p>Salem</p> <p>City of Salem 400 N. Iron Street Salem, MO 65560 Tel: 573-729-4811 Fax: 573-729-5371 Email: cityadministrator@salemмо.com</p>

<p>Seymour</p> <p>City of Seymour P.O. Box 247 123 West Market Street Seymour, MO 65746 Tele: 417-935-4401 Email: hillary@seymourmissouri.org</p>	<p>Steelville</p> <p>City of Steelville P.O. Box M 895 Frisco Street Steelville, MO 65565 Tele: 573-775-2815 Fax: 573-775-5914 Email: stv@misn.com</p>
<p>Sullivan</p> <p>City of Sullivan 210 W. Washington Sullivan, MO 63080 Tel: 573-468-4612 Fax: 573-468-8207 Email: jthardy@sullivan.mo.us</p>	<p>Willow Springs</p> <p>City of Willow Springs P.O. Box 190 900 West Main Willow Springs, MO 65793 Tel: 417-469-2107 Fax: 417-469-4789 Email: bhicks@willowspringsmo.com</p>
<p>Mountain View</p> <p>City of Mountain View PO Box 1090 126 N Oak Mountain View, MO 65548 Tel: 417-934-2601 Fax: 417-934-2482 Email: mvcityclerk@centurytel.net</p>	<p>Winona</p> <p>City of Winona PO Box 426 8488 Ash Street Winona, MO 65588 Tel: 573-325-4410 Fax: 573-325-8816 Email: mayor@winonamo.org</p>
<p>Missouri Electric Commission</p> <p>Missouri Electric Commission 2200 Maguire Blvd Columbia, MO 65201 Tel: 573-445-3279 Fax: 573-445-0680 Email: contractnotices@mpua.org</p>	

Exhibit C

Pool Members' Load Forecasts

Exhibit D

Services

MEC will arrange for each City, through MMMPEP, to have the following services, in quantities sufficient to meet the City's full requirements.

- Capacity
- Energy
- Transmission (including congestion management, FTRs, and associated requirements)
- Generation Scheduling and Dispatch
- Reactive Supply and Voltage Control from Generation Sources
- Regulation and Frequency Response
- Energy Imbalance Service
- Operating Reserve – Spinning Reserve Service
- Operating Reserve – Supplemental Reserve Service
- Metering equipment, metering data collection, and similar services
- Market Settlements
- TCR/FTR Management
- RTO Market Administration
- MEC Owned Unit Offers

Exhibit E

Resource Credits

Exhibit F

Joinder

The Cities and MEC contemplate that after the date of this Agreement, one or more additional MEC members may become a party hereto by executing the Agreement. Upon such execution and delivery of the Agreement and approval of such by the MMMPEP members and MEC, each such additional MEC member will become a party to this Agreement and have all of the rights and obligations hereunder and this Agreement and the Exhibits hereto shall be deemed amended by such Agreement and approval.

Exhibit G

Procedures for Forecasting

Exhibit H

Rating of Diesel and Combustion Turbine Generating Equipment

Exhibit I

Interest Rates

Late Interest Rate shall mean, for any date, the lesser of (a) $1/365$ of the sum of the per annum prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published) plus two percentage points (200 basis points) and (b) the maximum rate permitted by applicable law. In applying the Late Interest Rate, interest shall be compounded daily.

Exhibit J

Dispatch Principles

1. Dispatch lowest cost first subject to physical, contract, permit, warranty, and insurance constraints, and Market instructions.
2. Save energy-limited resources for highest value hours.
3. Be aware of cost impact of load level of operation, for example: full-load versus part load or per market.
4. For additional available contract energy, sell to market when sale is above cost or per market instructions.

Exhibit K

Peaking Unit Exercise Standards

Exhibit L

Peaking Unit Reliability Standards

Exhibit M

MMMPEP Member	Coincident Peak	Member's Proportionate Share
Cabool	7.3	5.7%
Cuba	15.2	11.8%
Houston	8.1	6.3%
Mansfield	4.9	3.8%
Mt View	8.2	6.4%
Newburg	1.1	0.9%
Richland	4.3	3.3%
Salem	12.9	10.0%
Seymour	5.8	4.5%
Steelville	5.3	4.1%
St Robert	18.8	14.6%
Sullivan	26.1	20.3%
Willow Springs	8	6.2%
Winona	2.7	2.1%
MMMPEP Total	128.7	100%
<i>Dated 2/29/2024</i>		

Exhibit O

Joint PURPA Implementation Plan

MID-MISSOURI MUNICIPAL POWER ENERGY POOL

PURPA IMPLEMENTATION POLICY

I. OVERVIEW OF POLICY

This PURPA Implementation Policy (“Policy”) sets forth the manner in which the Missouri Joint Municipal Electric Utility Commission (“MJMEUC”), as operator of the Mid-Missouri Municipal Power Energy Pool (“MMMPEP”) and the authorizing MMMPEP members will implement the requirements imposed upon them under Section 210 of the Public Utility Regulatory Policies Act of 1978, as amended (“PURPA”) and the rules adopted by the Federal Energy Regulatory Commission (“FERC”) thereunder.

The MMMPEP Committee has adopted this Policy to be applicable to all MMMPEP members that have provided to MJMEUC their written authorization to participate in this Policy (each such member being referred to herein as an “authorizing Member”). Appendix I to this Policy is a list of the authorizing Members. This list will be updated to include additional authorizing Members as necessary.

MJMEUC and the authorizing Members are electric utilities subject to the purchase and sale obligations under PURPA. MJMEUC is a non-jurisdictional joint action agency and a body corporate and politic of the State of Missouri authorized by legislation to construct, operate and maintain facilities for the production and transmission of electric power for its members, to purchase and sell wholesale electric power and energy, and to enter into agreements with any person for transmission of electric power. It is organized on a statewide basis to promote efficient wheeling, pooling, generation, and transmission arrangements to meet the power and energy requirements of municipal utilities in the state.

MMMPEP is a power pool operated by MJMEUC pursuant to the Power Supply and Administration Agreement among MJMEUC and Members of the Mid-Missouri Municipal

Power Energy Pool. MMMPEP currently has 12 municipal electric members. Under the terms of the Power Supply and Administration Agreement, MJMEUC is the full-requirements supplier for the MMMPEP members, and meets their wholesale capacity and energy requirements primarily through purchased-power resources. The parties' full-requirements purchase and sale obligations under the Power Supply and Administration Agreement, as currently in effect, will end on June 1, 2018.

The MMMPEP members are municipal electric utilities serving retail customers in their service territories.

This Policy is intended to advise the public of the basic approach and general guidelines for allowing QFs to interconnect with the electric utility systems of MJMEUC and the authorizing Members, to sell electric energy and, if applicable, capacity to MJMEUC for the period in which it has a full-requirements sale obligation to the affected authorizing Member (and to sell the electric energy and capacity to the authorizing Member thereafter), and to purchase retail electric service from the authorizing Members.

Under this Policy,

- Unless a QF elects net metering in accordance with Missouri law,¹ MJMEUC and an authorizing Member will enter into a contract with a QF, under which (i) MJMEUC will purchase all energy and capacity offered by the QF to the authorizing Member for the period in which MJMEUC has a full-requirements sale obligation to the authorizing Member, and (ii) the authorizing Member will purchase the electric energy and capacity for any remaining period of the contract;
- The authorizing Members will sell, at retail, all energy and capacity required by QFs located in their retail service territories; and
- If a QF seeks to interconnect with MJMEUC-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request, MJMEUC will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power.

¹ This Policy is not applicable to energy provided by any QF that is also a "qualified electric energy generation unit" that has requested net metering and interconnection with an authorizing Member pursuant to the Net Metering and Easy Connection Act, MO REV. STAT. § 386.890.1 (2015). Arrangements between such QFs and the applicable authorizing Member shall be made in accordance with the Missouri net metering law.

For the period in which it will purchase the QF output, MJMEUC will offer a standard purchase rate or a negotiated rate for energy and capacity (if avoided) produced by QFs interconnected with MJMEUC or an authorizing Member. The standard purchase rate will be determined by MJMEUC based on its “avoided cost,” *i.e.*, the costs to MJMEUC of the electric energy that MJMEUC would otherwise generate or purchase from another source if not purchased from the QF. The rate and methodology will be reviewed periodically, and will be subject to revision based on future changes to various factors, which may include MJMEUC’s delivered cost of fuel, plant generation characteristics, capacity needs, cost of purchased power, transmission costs, operating experience with QFs, MJMEUC’s (or other entity’s) ability to dispatch the QF, the expected or demonstrated reliability of the QF, the terms of any legally enforceable obligation, the extent to which the QF’s scheduled outages can be usefully coordinated with those of MJMEUC’s other generating resources, the usefulness of the QF’s energy and capacity during system emergencies and the QF’s ability to separate its load from its generation, the individual and aggregate value of energy and capacity from QFs, and/or the smaller capacity increments and shorter lead times available with additions of capacity from QFs. MJMEUC reserves the right to analyze each QF’s cost impact and adjust rate provisions to reflect power supply characteristics.

Upon request by a QF located within an authorizing Member’s retail service territory, the authorizing Member shall offer supplemental, back-up, and maintenance power on a firm or interruptible basis. The authorizing Members will sell energy and capacity to QFs located within their retail service territories under their applicable retail tariffs or at rates equal to the rates to the authorizing Members’ other customers with similar load and other cost-related characteristics. Each authorizing Member has undertaken to sell energy and capacity at rates that are nondiscriminatory, just and reasonable, and in the public interest.

Implementation of the purchase and sale requirements in this manner will provide QFs with a market for their power at rates comparable to the rates the authorizing Members could offer and will meet the needs of QFs for supplementary, back-up, and maintenance power in a manner consistent with the retail functions of the authorizing Members.

This Policy does not include a form of the contract to be entered into among MJMEUC, the authorizing Member and a QF for the purchase of the QF's output. Nor does this Policy include a form of the contract to be entered into between an authorizing Member and a QF for the interconnection of the QF to the authorizing Member's municipal electric system and/or the provision of retail electric service to the QF. The terms and conditions of such contracts are expected to vary depending on the nature of the QFs. However, MJMEUC and the authorizing Members intend to require such contracts be executed by each QF. Such contracts will provide detailed terms and conditions including interconnection requirements, metering, rates, and those terms necessary to accommodate safety and reliability concerns.

MJMEUC intends to file with FERC, on behalf of itself and the authorizing Members, a petition seeking waiver of Sections 292.303(a) and 292.303(b) of FERC's Regulations² to permit this Policy to be placed in effect as proposed. If granted, the effect of the waiver will be to transfer the must-purchase obligation of the authorizing Members from them to MJMEUC (for such period in which MJMEUC has full-requirements obligations to such authorizing Members), and place the must-sell obligation on the authorizing Members.

FERC has granted waivers under Section 202.303(a) and 292.303(b) in other similar situations.³ This Policy is similar to policies adopted by other joint action agencies and

² 18 CFR §§ 292.303(a) and (b) (2014).

³ See *Oglethorpe Power Corp.*, 32 FERC ¶ 61,103 (1985), *reh'g granted in part and denied in part*, 35 FERC ¶ 61,069 (1986), *aff'd sub nom. Greensboro Lumber Co. v. FERC*, 825 F.2d 518 (D.C. Cir. 1987); *Seminole Electric Cooperative, Inc.*, 39 FERC ¶ 61,354 (1987); *Missouri Basin Municipal Power Agency*, 69 FERC ¶ 62,250 (1994); *Com Belt Cooperative*, 68 FERC ¶ 62,249 (1994); *Southern Illinois Power Cooperative*, 66 FERC ¶ 62,010 (1994); *Northwest Iowa Power Cooperative*, 57 FERC ¶ 62,079 (1991); *Soyland Power Cooperative, Inc.*, 50 FERC ¶ 62,072 (1990); *Western Farmers Electric Cooperative*, 115 FERC ¶ 61,323 (2006); *Missouri Basin Municipal Power Agency*, Docket No. EL09-13-000, Letter Order (Feb. 6, 2009); *Arkansas Public Service Comm'n, et al.*, Docket No. EL09-37-000, Letter Order (April 30, 2009); *Missouri River Energy Servs.*, 145 FERC ¶ 62,022 (2013).

cooperatives and their members. If the requested waivers are not granted, MJMEUC and the authorizing Members will take such other actions, if any, as may be required to comply with PURPA and the rules adopted thereunder by FERC.

MJMEUC and the authorizing Members believe that the integrated approach to PURPA implementation as described herein will not adversely affect QFs. Indeed, MJMEUC and the authorizing Members believe the proposed approach will facilitate the development of QFs.

II. INTRODUCTION

A. Intent of Policy

This Policy is intended to set forth the basic approach and general guidelines for allowing QFs to interconnect with MJMEUC and authorizing Members' electric utility systems in accordance with rules adopted by FERC implementing PURPA Section 210.

B. Utilities Subject to Policy

MJMEUC and all authorizing Members, as listed in Appendix I, are subject to this Policy. This Policy addresses purchases from and sales to all QFs seeking to interconnect to transmission or distribution facilities owned by MJMEUC or any authorizing Member, except for QFs that are also "qualified electric energy generation units" that have requested net metering and interconnection with an authorizing Member pursuant to the Net Metering and Easy Connection Act.

C. Duration of Policy

As between MJMEUC and each authorizing Member, this Policy shall remain in effect for the period during which the authorizing Member and MJMEUC have agreed to purchase and sell full-requirements energy and capacity, either pursuant to the Power Supply and Administration Agreement dated October 26, 2011 (including any extension thereof), or pursuant to any successor or replacement agreement.

III. STATEMENT OF POLICY

A. The Policy

It is the policy of MJMEUC and the authorizing Members: (i) to permit any QF to interconnect with the electric systems of MJMEUC or any authorizing Member; (ii) to permit any QF (unless the energy provided by the QF is net metered in accordance with Missouri law), to sell energy and capacity to MJMEUC at rates equal to MJMEUC's avoided costs or at a negotiated rate for such period of time in which MJMEUC has a full-requirements sale obligation to the authorizing Member on whose system the QF is located; (iii) to permit the QF thereafter to sell the energy and capacity to the authorizing Member, and (iv) to permit any QF to purchase supplemental, back-up and maintenance power from an authorizing Member on either a firm or interruptible basis, at rates that are nondiscriminatory, just and reasonable, and in the public interest. In order to effectuate this Policy, MJMEUC and the authorizing Members expressly undertake the following obligations: (a) MJMEUC will be ready and willing to purchase power from any QF from which an authorizing Member would otherwise be required to purchase, for such period of time in which MJMEUC has a full-requirements sale obligation to the authorizing Member, and the authorizing Member will purchase the power from the QF for any period thereafter; (b) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling power to MJMEUC across the lines of an authorizing Member; (c) no QF will be subject to duplicative charges or additional fees as a result of MJMEUC's purchase of QF power that would otherwise be purchased by an authorizing Member; (d) no QF will be subject to duplicative interconnection charges or duplicative charges for wheeling of supplemental, back-up, or maintenance power from an authorizing Member; and (e) no QF interconnected directly with MJMEUC and purchasing supplemental, back-up, or maintenance power from an authorizing Member will be charged for the cost of facilities required to receive such power other than the cost of such facilities

had the QF purchased such power from MJMEUC. MJMEUC and the authorizing Members' undertakings expressed above are, in each case, subject to the other express and implied terms and conditions of this Policy and the other requirements imposed by law.

Because this Policy outlines the basic approach that MJMEUC and the authorizing Members intend to use to fulfill their separate obligations under PURPA, MJMEUC and/or a given authorizing Member may depart from this Policy to the extent authorized by law if they mutually determine that the departure is reasonably necessary in connection with a particular QF. In addition, the MMMPEP Committee shall amend this Policy from time to time as necessary or appropriate to comply with requirements imposed by FERC or any other governmental entity having jurisdiction over MJMEUC and/or the authorizing Members, or any other entity with authority to establish reliability requirements applicable to, or impose such requirements on, MJMEUC and/or the authorizing Members.

This Policy reflects an integrated approach to implementing MJMEUC's and the authorizing Members' obligations under PURPA and the FERC Rules. This approach recognizes the function of MJMEUC as wholesale supplier to the authorizing Members and the retail service function of the authorizing Members, while assuring each QF of both a market for its power and (where the QF is connected to an authorizing Member) a source of any necessary back-up, maintenance, and supplemental service, on either a firm or interruptible basis. Pursuant to Section 292.303(a) of FERC's Regulations,⁴ an electric utility is obligated to purchase only the energy and capacity which is "made available" from a QF. Section 292.304(d) of FERC's Regulations⁵ clarifies that each QF shall have the option to determine the amount of energy or capacity "available" for purchase. Accordingly, this Policy does not require a QF to sell all of its energy and capacity to MJMEUC, but rather just the amount the QF wishes to make "available" for such purchases.

⁴ 18 CFR §292.303(a).

⁵ 18 CFR §292.304(d).

No QF will be permitted to interconnect and operate in parallel with the electric system of MJMEUC or an authorizing Member without the prior knowledge and approval of such utility and without entering into a satisfactory written contract. A QF interconnecting with an authorizing Member and selling to MJMEUC will not be subject to duplicative interconnections or wheeling charges. To the extent that additional costs of wheeling (*i.e.*, beyond the authorizing Member's facilities) are necessitated by MJMEUC's purchases of the QF's power (rather than the authorizing Member's purchases), such costs will be borne by MJMEUC (rather than the QF). This Policy does not require any authorizing Member to transmit QF output in connection with sales to a purchaser other than MJMEUC.

Where a QF is interconnected to transmission or distribution facilities owned by MJMEUC or an authorizing Member and located within the retail service territory of an authorizing Member, the purchase of capacity and energy by the QF will be made pursuant to separate arrangements between the QF and the applicable authorizing Member and shall be in accordance with applicable law and the authorizing Member's applicable rates, rules, and regulations governing retail service. The terms of the arrangements between MJMEUC, the authorizing Member, and the QF shall be consistent with the authorizing Member's tariff or consistent with rates to the authorizing Member's other customers with similar load or other cost-related characteristics.

Where a QF seeks to interconnect with MJMEUC-owned transmission facilities that are not located within the retail service territory of an authorizing Member, upon request MJMEUC will assist the QF in locating a supplier of supplemental, backup, maintenance, and interruptible power. MJMEUC makes no commitments regarding the availability of such suppliers, nor their rates and charges or terms of service.

B. Metering Requirements

MJMEUC and the authorizing Members require as a condition to the purchase of capacity and energy from a QF the installation of proper metering equipment to permit inclusion of the quantities in MJMEUC's monthly energy and capacity accounting. The amount of energy and capacity purchases from the QF by MJMEUC shall not normally be netted against the energy and capacity purchased by the QF from the authorizing Members, unless required by applicable rules and regulations adopted by entities having jurisdiction over MJMEUC and the authorizing Members.

MJMEUC shall adopt nondiscriminatory policies and procedures concerning metering requirements applicable to QFs as required. MJMEUC shall make such policies and procedures available to QFs for review.

C. Additional Interconnection Requirements

The following additional requirements shall apply to all purchases from QFs under this Policy:

- (i) The operator of the QF shall be responsible for all costs associated with electric interconnection of the QF to MJMEUC's or the authorizing Member's system, including such automatic relaying and system protection which MJMEUC or the authorizing Member believes necessary for safety reasons, electric wiring and apparatus, protective equipment and an interconnection switch. MJMEUC and the authorizing Members have the right to refuse to interconnect or to discontinue the QF's connection if wiring and apparatus do not meet appropriate safety requirements and all applicable codes, including, but not limited to, the National Electrical Code, National Electrical Safety Codes, or other local, state, or national codes.
- (ii) MJMEUC or the authorizing Members shall own, install and maintain the required metering equipment to integrate the input quantities into MJMEUC's

monthly source energy and power accounting. The operator of the QF shall be responsible for all reasonable costs for purchase, installation and maintenance of such metering equipment and shall provide adequate access to its premises so that MJMEUC or the authorizing Members may install and maintain such metering equipment. MJMEUC or the authorizing Members may assess interconnection costs against a QF on a nondiscriminatory basis with respect to other customers with similar load characteristics and shall determine how such payments are to be made.

- (iii) Neither MJMEUC nor any authorizing Member will permit interconnection between its system and a QF unless the QF meets the applicable standards and/or regulations, rules and policies for interconnection, safety, and operating reliability, as the same may be amended from time to time. Further, in order to remain interconnected, the QF must continue to satisfy appropriate safety and reliability standards.
- (iv) MJMEUC and the authorizing Members reserve the right to adopt additional nondiscriminatory policies and procedures concerning interconnection requirements applicable to QFs. MJMEUC shall make such policies and procedures available to QFs for review.

IV. REQUEST FOR WAIVER

The FERC Rules require each wholesale electric utility, such as MJMEUC, and each retail electric utility, such as the authorizing Members, to buy energy and capacity from, and to sell energy and capacity to, QFs. Through this Policy, MJMEUC and the authorizing Members have adopted an integrated approach to implementing their obligations under PURPA, and the FERC Rules, under which (1) MJMEUC will purchase energy and capacity from QFs (unless such energy is net metered in accordance with Missouri law) during the

period in which its full-requirements sale obligations extend to the authorizing Members as described herein, (2) the authorizing Members will assume the obligation to purchase such energy and capacity at the end of such period, (3) the authorizing Members will provide retail service to QFs located within their retail service territories, and (4) upon request, MJMEUC will assist any QF that is connected to MJMEUC-owned transmission facilities that are not located within an authorized Members' retail service territory in finding a retail power supplier.

MJMEUC and the authorizing Members will request waivers of certain of the FERC Rules implementing PURPA in order to allow MJMEUC and the authorizing Members to implement this Policy. Specifically, MJMEUC will request, on behalf of the authorizing Members, a waiver of the authorizing Members' must-purchase obligation for the period in which they are required to purchase their full energy and capacity requirements from MJMEUC and, on behalf of itself, a waiver of its must-sell obligation. MJMEUC and the authorizing Members have concluded that, given the benefits of the proposed integrated approach to PURPA implementation, requiring the authorizing Members to purchase from QFs and MJMEUC to sell to QFs is not necessary to facilitate cogeneration and small power production. MJMEUC and the authorizing Members have determined that purchases by MJMEUC on behalf of the authorizing Members will adequately facilitate cogeneration and small power production in part because, for the period in which each authorizing Member purchases its full requirements from MJMEUC, its avoided costs should be equal to MJMEUC's avoided costs. Therefore, by centralizing purchases from QFs, QFs will be afforded a greater market for their power while at the same time receiving the same price for their power as they would have by selling to an individual authorizing Member.

This Policy is premised on the waivers previously described. Because this integrated approach will not adversely affect QFs and is intended to facilitate cogeneration and small

power production, MJMEUC and the authorizing Members intend to operate under this Policy during the pendency of the waiver requests. If FERC denies any of the requested waivers, this Policy will be revised or may be terminated. Any revision required as a result of a denial of a waiver request, or upon order of FERC as a condition to the waiver, will be made available as soon as practicable.

Persons desiring information about this waiver request, including a copy of the waiver request filed by MJMEUC and the authorizing Members with FERC, may contact:

Chief Operating Officer
MJMEUC
2200 Maguire Blvd
Columbia, MO 65201

IV. Additional Information

Persons requiring additional information concerning the interconnection of a QF with MJMEUC or an authorizing Member, or the rates, terms and conditions of purchases from or sales to QFs, should contact the following:

Chief Operating Officer
MJMEUC
2200 Maguire Blvd
Columbia, MO 65201

Staff Summary Report

MEETING DATE:	March 26, 2024
AGENDA ITEM:	Reading of Bills (Second Reading)
AGENDA TITLE:	Bill No. 3601

ACTION REQUESTED BY:	Sally Burbridge
ACTION REQUESTED:	Approval of deeming a vacant lot as surplus and making it available for sale
SUMMARY BY:	Sally Burbridge

PROJECT DESCRIPTION / FACTS

During the spring/summer of 2023 the property owner of 306 E. Second St was sent a citation letter for the property. The owner had inherited the property and does not live in the area and has no intention of moving to Salem. At the time the property had a concrete foundation with the wood floor still on top, and a cistern. The property owner donated the property to the City of Salem via the Voluntary Demolition Program.

Last month the city was able to demolish the foundation and cistern, backfill the lot bringing it to grade and seed the property.

With the lot cleaned up, discussions among staff have found no municipal or public use fitting the property due to it's size and location and recommend the property be surplused and sold rather than keeping the property and needing to mow and maintain it on an ongoing basis.

PROCUREMENT

NA

FISCAL IMPACTS

Sale of the property will be unanticipated revenue for the City of Salem's General Fund

SUPPORT DOCUMENTS:	Ordinance # 3601
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DEPARTMENT'S RECOMMENDED MOTION:	Move approval of Ordinance No. 3601 surplussing the property addressed as 306 E. Second St., Salem, MO and making it available for sale via sealed bids or some other means.
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AN ORDINANCE AUTHORIZING THE SALE OF A PIECE OF REAL PROPERTY

WHEREAS, the City owns a small piece of recently cleared, filled and seeded land at the corner of E. Second and N Hickory Streets and consisting of approximately .11 acres; and

WHEREAS, this piece of property was donated to the City by the then owner as part of the Voluntary Demolition Program with a foundation and existing wood floor which posed a public safety concern which has since been demolished; and

WHEREAS, this property is of no use to the City and will need ongoing maintenance for which the City desires not to be responsible for; and

WHEREAS, the City feels the interests of the citizens would be best served if the unneeded real property was declared as surplus and sold.

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

Section 1. The following piece of real property is hereby declared as surplus:

A vacant lot at the address of 306 E. Second St, Salem, Missouri whose legal description follows:

LOT 4 EXCEPT THE W 75' THEREOF BLOCK 4 EAST SALEM

Section 2. City staff is hereby authorized to sell at via sealed bids or otherwise dispose of the aforementioned piece of real property which is no longer needed for ongoing municipal operations.

Section 3.

This Ordinance shall be in full force and effect from and after March 26, 2024.

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI, AND APPROVED BY THE MAYOR, THIS 26th DAY OF MARCH 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Wanda Suhr
Assistant City Clerk

APPROVAL AS TO FORM:

James Weber
City Attorney

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LEASE AGREEMENT WITH THE COUNCIL FOR A HEALTHY DENT COUNTY FOR LEASE OF CERTAIN CITY OWNED PROPERTY.

WHEREAS, the City of Salem owns property commonly known as Salem Community Center @ the Armory; and

WHEREAS, the Council for a Healthy Dent County desires to lease this property to provide conference rooms, classrooms, offices, public use areas, multi-purpose banquet area, gym area, kitchen and fitness center facility including cardio room, weight room and group exercise room.

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

Section 1.

That the Mayor and City Clerk are hereby authorized to execute a lease agreement with the Council for a Healthy Dent County for lease of certain City owned property. A copy of the Agreement is attached hereto and made a part thereof, identified as Exhibit A.

Section 2.

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

Section 3.

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

PASSED BY THE BOARD OF ALDERMEN OF THE CITY OF SALEM, MISSOURI,
AND APPROVED BY THE MAYOR THIS 26TH DAY OF MARCH 2024.

APPROVED:

ATTEST:

Greg Parker
Mayor

Wanda Suhr
Assistant City Clerk

APPROVE AS TO FORM:

James Weber
City Attorney

LEASE AGREEMENT

This Lease shall be effective this ____ day of _____, 2024 and is by and between the City of Salem, Missouri, a municipal corporation, herein referred to as LESSOR, and the Council for a Healthy Dent County (CHDC), with principal office at 1200 W. Rolla Road, Salem, Missouri 65560, herein referred to as LESSEE.

1. **DEMISE, DESCRIPTION OF PREMISES, and TERM:** LESSOR leases to LESSEE and LESSEE takes as tenant from LESSOR, for a term of one hundred and twenty (120) months, to commence on this ____ day of _____, 2024, the demised premises described as the Salem Community Center @ the Armory, located at 1200 W. Rolla Road, Salem, MO 65560 and currently occupied by LESSEE, together with all easements, rights, improvements, and appurtenances.
2. **RENT:** In partnership between the LESSOR and LESSEE, rent shall be in the amount of ten (10) dollars per month, and LESSOR shall retain the right to continue to access and utilize the demised premises, specifically office space and the gymnasium for the purposes of the Parks and Recreation Dept. and the use of the meeting and conference rooms to conduct City business.
3. **REPAIRS AND MAINTENANCE:** LESSOR shall make all necessary repairs to the interior electrical system, HVAC, plumbing, lighting, and structural components of the interior of the demised premises. LESSOR shall make all necessary repairs to the exterior of the demised premises, including repairs of the roof, sidewalks, and parking lots. LESSEE shall provide custodial services to the premises and keep the premises free from trash and debris. LESSEE shall provide all necessary supplies and materials needed for custodial services to the premises. LESSEE shall provide for the maintenance of the interior and exterior of the demised premises that have not been specifically delegated to the LESSOR herein.
4. **REMODELING, RENOVATION, AND CONSTRUCTION:** Upon proper authorization, LESSEE shall have the ability at LESSEE's own expense to remodel, renovate, and or perform construction on the demised premises. However, any and all remodeling, renovation, and construction, no matter how small or insignificant, shall have the prior written authorization of the Mayor and Board of Aldermen of the City of Salem. Furthermore, any and all projects related to the remodeling, renovation, and construction of the facility or property must comply with all applicable local, state, and federal regulations

and laws. LESSEE shall indemnify LESSOR and be responsible for any damages at the demised premises that occur as a result of any remodeling, renovation, or construction request made by LESSEE pursuant to this section. LESSOR assumes no liability of any kind for such remodeling, renovation, or construction to any contractor, subcontractor, laborer, or material man. Such remodeling, renovation, or construction shall become a part of the demised premises and shall belong to LESSOR, without compensation to LESSEE, at the expiration of this lease.

5. **LIMITATION OF LIABILITY:** LESSOR shall not be liable for any personal injury or property damage occurring on or about the premises or to any persons thereon, including but not limited to injury resulting from the following: (1) a loss of property by theft or burglary; (2) accidental damage to person or property on or about the premises from the operation of any elevator or the use of any utility on the premises; (3) any damage caused by action of the natural elements; or (4) damage or injury resulting from the conduct of the employees of LESSEE, whether negligent or otherwise. LESSEE shall not make any claim against LESSOR for any loss or damage described herein and shall indemnify, defend, and hold harmless LESSOR from any such claim that may occur against LESSOR. LESSEE shall be responsible for the application of insurance proceeds, if any, to the repair or replacement of the premises or property thereon necessitated by any damages caused by the above circumstances, and if the injury was not insured against, LESSEE shall repair the demised premises or replace or repair property thereon at the sole expense of LESSEE. LESSOR shall not be liable for any damages to property caused by a leak or defect in the roof or in any other part of the interior or exterior of the building that may remain under the control of LESSOR; or for any damages resulting from the acts or omissions of other occupants of the building, or occupants of the adjoining building. Whenever there shall be a leak in the roof, or other defect in the common premises, LESSEE shall notify LESSOR in writing and LESSOR shall repair the defect at the expense of LESSOR. LESSOR shall not be liable for any damages unless LESSOR fails to repair the defect within a reasonable time after written notice of the defect is delivered. LESSEE shall make good faith efforts to mitigate all damages while the demised premises are affected by any such defect. If LESSOR shall fail or refuse to repair the damaged property within a reasonable time after receipt of notice thereof, LESSEE shall have the right to make the necessary repairs in accordance with §441.234, RSMo, as in effect on the date of execution of this agreement.

LESSOR shall not be responsible or liable to LESSEE for any loss or damage that may be occasional by or through either the acts or omissions of persons occupying adjoining

premises, persons occupying any part of the building adjacent to or connected with the premises, or tenants in any other part of the building on the demised premises. Nothing herein shall preclude LESSEE from bringing any action necessary to obtain damages from either the occupants of adjoining or connected buildings or tenants of the building on the demised premises, if damages are incurred by LESSEE as a result of their actions.

LESSEE shall be responsible for arranging, and all expenditures relating to, any security precautions that LESSEE deems necessary for the safety of the personnel, guests, or property of LESSEE located on the demised premises. LESSEE shall also provide, at the expense of LESSEE, insurance against losses of the above nature that LESSEE desires to maintain.

LESSEE shall release LESSOR, and/or the representatives, agents, and employees of LESSOR, from liability for any injury to LESSEE, or the agents, employees, or guests of LESSEE, resulting from any cause whatsoever, except injury or damage resulting from the willful acts of LESSOR, or the representatives, agents, and employees of LESSOR.

6. **RENEWAL:** If, at the expiration of the present lease terms, LESSOR shall desire to continue leasing the demised premises, LESSEE shall have the first right or privilege to enter into a new lease agreement with LESSOR. Such right or privilege of renewal shall be exercised by LESSEE providing written notice to LESSOR not less than 60 days and not more than 120 days prior to the expiration of this lease term. The parties shall engage in good faith negotiations regarding a lease agreement of the demised premises upon such notice being provided to LESSOR.
7. **LESSEE TO COMPLY WITH LAWS, RULES, AND REGULATIONS:** LESSEE shall comply with all local, state, and federal laws, rules, regulations, and requirements applicable to the demised premises, and in particular with those for the correction, prevention, and abatement of nuisances or other grievances in, on, or connected with the demised premises during the term of this lease.
8. **DAMAGE OR DESTRUCTION OF BUILDING:** If during the term of this lease the building on the demised premises is totally destroyed, this lease shall terminate unless agreed upon otherwise in writing by both LESSOR and LESSEE. In the event this lease is terminated due to the destruction of the building on the demised premises, prepaid rent shall be refunded or credited in whole or in part and future rent shall abate in whole or in part, as may be equitable under all the circumstances. Further, LESSOR and LESSEE agree to participate in good faith discussions prior to termination of this lease pursuant to this

section, in order to determine the viability of rebuilding the demised premises to be used as a Community Center in the event of total destruction of the current building on the demised premises and continuance of this lease. Any such decision to rebuild on the demised premises shall be at the sole discretion of the LESSOR and subject to the approval of the Mayor and Board of Aldermen of the City of Salem, Missouri.

9. **LESSOR'S RIGHT TO INSPECT OR REPAIR:** LESSOR and its agents or other representatives shall have the right to enter the demised premises, or any part thereof, at all reasonable hours for the purpose of examination or making such repairs or alterations as may be necessary to make safe and/or preserve the demised premises.
10. **UTILITIES:** In partnership between the LESSOR AND LESSEE, the expense of utilities of the demised premises, including electricity, gas, water, sewer, and/or other utilities during the term of this Lease shall be the responsibility of the LESSEE. The financial statements of the LESSEE shall be provided to the LESSOR within sixty (60) days after the close of the LESSEE's fiscal year, every subsequent year. The financial statements of the LESSEE may be evaluated by the LESSOR at any time in order to determine whether the utility expense of the demised premises, if any, should be paid by the LESSEE to the LESSOR or if LESSEE shall receive a credit towards the expense of utilities for the demised premises. LESSEE agrees to use its best effort to efficiently conserve such utilities and avoid wasteful use of utilities. In any event, the LESSEE shall not receive a credit towards the utility expense of the demised premises in excess of \$2,400 in any given month, during the term of this lease agreement, without prior approval of the Mayor and Board of Aldermen of the City of Salem, Missouri.
11. **MANNER OF GIVING NOTICES:** Any notice to be given by either part to the other, pursuant to the provisions of this lease or of any law, shall be given by registered or certified mail, addressed at the party for whom it is intended at the address stated above or at such other address as such party may have designated in writing. It is agreed that there is to be no enforceable default against LESSEE or the exercise of any option or right granted to LESSOR under any provision hereof in the event of LESSEE'S default or omission, unless notice thereof shall have been given as indicated herein, specifying the default or omission complained of, and LESSEE shall have had 15 days after the actual receipt of such notice to remedy the default or omission. If the default or omission complained of is of

such nature that it cannot be completely cured within such 15 day period, such default nevertheless shall not be enforceable against LESSEE if LESSEE shall have begun curing it within the 15 day period, and shall, with reasonable diligence and in good faith, proceed to remedy it.

12. **INSURANCE:** It is agreed that all policies of insurance to be maintained in force by the respective parties hereto shall be obtained from good and solvent insurance companies. LESSEE shall, at its own expense, at all times during the term of this lease, maintain in force a policy or policies of insurance, written by one or more responsible insurance carriers which will insure LESSOR against liability for injury to or death of persons or loss or damage to property occurring in or about the demised premises. The liability under such insurance shall not be less than \$1,000,000.00 for any one person killed or injured, \$1,000,000.00 for any one accident and \$50,000.00 property damage. A copy of this policy shall be provided by the LESSEE to the LESSOR. In addition, the LESSEE shall require the insurance carrier to notify the LESSOR in writing of any change in policy or cancellation.

LESSEE shall maintain and keep in force all employees' compensation insurance required under the Laws of the State of Missouri and such other insurance as may be necessary to protect LESSOR against any other liability to person or property arising hereunder by operation of law, whether such law be now in force or adopted subsequent to execution hereof.

LESSOR agrees to insure and keep insured, during the entire term of this lease agreement, at its sole expense, the demised premises for loss or damage by fire and all other casualties and shall pay all premiums as they become due and will deliver copies of such policy or policies.

In the event the demised premises shall be damaged or destroyed by fire or other casualty so insured against, LESSEE shall claim no interest in any insurance settlement arising out of any such loss and it will execute all documents required by LESSOR or the insurance company or companies that may be necessary for use in connection with the settlement of any such loss. LESSEE shall be responsible for insuring all personal property and fixtures owned by LESSEE.

13. **FIXTURES:** All fixtures installed by LESSEE on the demised premises shall be and remain the property of LESSEE during the term of the lease and may be removed at any time during the term of this lease or at the expiration thereof. Any such fixtures remaining on the premises after the expiration of the term of this lease shall be deemed abandoned by LESSEE and shall become

the property of LESSOR. Any damage to the demised premises caused by the removal of such fixtures shall be repaired by LESSEE.

14. LESSOR'S COVENANTS AND WARRANTIES: LESSOR covenants and warranties that:

- a. LESSOR is the owner of the demised premises and has the right to make this lease.
- b. LESSEE, on the performance of all of the terms and conditions of this lease on its part to be performed, shall at all times during the term hereof peacefully and quietly hold and enjoy the demised premises.
- c. The demised premises are now free from all encumbrances except mortgages and trust deeds of record.

15. LESSOR'S RE-ENTRY ON DEFAULT OR ABANDONMENT: If the demised premises, or any part thereof, shall be deserted or become vacant during the term of this lease, or if any default is made in the payment of rent that was required in writing to be paid or in the performance of any of the covenants herein contained, LESSOR or its representatives may re-enter the premises by summary or other proceedings and remove all persons there from, and LESSEE shall pay at the same time as the rent becomes payable under the terms hereof a sum equivalent to the rent reserved herein. LESSOR may on re-entry rent the premises on behalf of LESSEE, reserving the right to rent the premises for a longer period of time than that fixed in the original lease, without releasing the original tenant from liability, applying any sums collected, first to the expense of resuming or obtaining possession, second to restoring the premises to a rentable condition, and finally to the payment of the rent and all of the charges due and to become due to LESSOR, any surplus to be paid to LESSEE, who shall remain liable for any deficiency.

16. REAL PROPERTY TAXES TO BE PAID BY LESSOR: LESSOR shall pay all real property taxes assessed and levied against the demised premises by the state, city, county, or other taxing authorities.

17. ACCELERATION OF RENTAL WHERE INSTALLMENT NOT PAID: If LESSEE shall fail to pay any month's installment of rent, after it has been required in writing, for a period of thirty (30) days after the same becomes due and payable, then all the installments of rent for the whole term hereof shall become due and payable at once. In addition, in the event of any such nonpayment of any month's installment of rent, on demand of LESSOR or its assigns, LESSEE shall surrender to LESSOR or its assigns complete and peaceable possession of the premises herein leased, waiving all other notice of any kind or description.

18. ACCELERATION OF RENT IN THE EVENT OF BANKRUPTCY OR INSOLVENCY:

This lease is made on the condition that in the event of breach by LESSEE of any of the agreements herein, or in the event that LESSEE becomes bankrupt, insolvent or makes an assignment for the benefit of creditors, or discontinues business in the premises for any other reason whatsoever, the balance of rental for the entire term of this lease shall be considered at once due and payable without notice or demand on the part of LESSOR. LESSOR may at any time after such a breach of this lease occurs, enter the premises, take possession thereof, and thereby terminate all rights and interests of LESSEE therein and hereunder.

19. LESSOR TO DESIGNATE PLACE OF PAYMENT: All payments of rent or other sums due to LESSOR hereunder shall be made to The City of Salem, 400 North Iron, Salem, Missouri 65560, or at such other place as LESSOR shall designate in writing, from time to time.

20. INTEREST ON RENT ARREARAGE: Any installment of rent accruing under the provisions of this lease, that shall not be paid when due shall bear interest at the rate of 10% per annum from the date when the same was payable by the terms hereof, until the same shall be paid by LESSEE.

21. ASSIGNMENT: LESSEE may not, without the prior written consent of LESSOR, assign this lease or any interest hereunder or otherwise permit the use of the demised premises by any party other than LESSEE. LESSEE shall be permitted to temporarily rent space in the facility for purposes of events. Such income from event rentals shall belong to LESSEE. LESSOR shall not be liable for any personal injury that may arise due to any temporary event rental and LESSEE agrees to indemnify and defend LESSOR in the event that any personal injury occurs due to an event rental pursuant to this section. Consent to one assignment shall not be deemed a waiver of this provision, and all later assignments shall likewise be made only on prior written consent of LESSOR. Assignees shall become liable directly to LESSOR for all obligations of LESSEE hereunder, without, however, relieving LESSEE of such liability.

22. ATTORNEY'S FEES: If either party is compelled to incur any expenses including reasonable attorney's fees in instituting and prosecuting any action or proceeding by reason of any default of LESSEE hereunder, the sum or sums so paid with all interest, costs, and damages shall be due from the non-prevailing party.

23. LEASE BINDING ON SUCCESSORS AND ASSIGNS: The covenants and agreements contained in this lease shall be binding on the parties hereto and on their respective successors, heirs, executors, administrators and assigns.

24. JURISDICTION: This lease shall be governed by the laws of the State of Missouri. Any provision

herein that shall be found to not comply with the laws of the State of Missouri shall be severed and all other provisions of this lease shall remain in full effect.

25. **MODIFICATION:** Any modification of this lease shall be in writing and signed by both parties.
26. **TERMINATION OF PREVIOUS LEASE AGREEMENT:** This agreement shall supersede all other previous lease agreements between the parties with regard to these demised premises. All prior lease agreements between the parties regarding these demised premises shall be terminated by mutual agreement of the parties upon execution of this lease agreement.

Mayor Greg Parker (Date)
City of Salem, Missouri

Representative of CHDC (Date)

City Clerk Tammy Koller (Date)
City of Salem, Missouri