

Revised 3/23/2015 11:50a.m.

**CITY OF BOLIVAR BOARD OF ALDERMEN
REGULAR SESSION AGENDA
City Hall, 345 S. Main Bolivar MO 65613
Tuesday, March 24th, 2015, At 6:30 p.m.**

- CALL TO ORDER.
- ROLL CALL.
- PRAYER.
- PLEDGE OF ALLEGIANCE.
- MOTION TO ADOPT AGENDA.
- 1. Approval of Minutes:** February 10th, 2015 Work Session;
February 24th, 2014 Regular Session & Executive Session.
- 2. Review of Bills & Financial Reports:**
- 3. Administrative Report:**
- 4. Mayoral Appointments, Introductions, Presentations, Resolutions and Proclamations, Citizens Requests:**
PRESENTATION: Friends of the Dunnegan Park: Frank Zanboni & Kerry Douglas
Mayor Discuss Swan Issue
- 5. Old Business:**
 - a. **Bill No. 2015-08.** Ordinance to Approve adding a Section for Panhandling
 - b. **Bill No. 2015-09.** Ordinance to Approve Bolivar Community Sports Association
 - c. **Bill No. 2015-10.** Ordinance to Approve Fritz Fun Foods Concessions and Vending LLC
 - d. **Bill No. 2015-12.** Ordinance to Approve U-Link Contract
 - e. **Bill No. 2015-14.** Ordinance to Approve the SOAR/Airport/Phillips Building Contract
 - f. **Approval:** 2015 Vendor List
 - g. **Discussion:** Upgrading to Incode Version X.
- 6. New Business:**
 - a. **Bid Review:** Sludge Truck
 - b. **Discussion:** To approve Public Works purchase Water & Sewer used Pickup Truck with Dump bed
 - c. **Discussion:** Amending Building Codes 2009 to 2015 version of ICC
 - d. **Bill No: 2015-15.** An Ordinance Vacating a Section of North Canton Avenue
 - e. **Bill No. 2015-16.** An Ordinance for disposal of city owned property.
 - f. **Discussion:** City policy for Tornado Shelter availability
 - g. **Bill No. 2015-17.** An Ordinance to Approve a Rezone for Porter Seed House
 - h. **Approval:** MOU Law Enforcement Joint Agreement
 - f. **Approve:** 2015 Vendor List.
- 7. Calendar of Events:**
- 8. Minutes for reference:**
- 9. Executive Session:** RSMo 610.021 (19) Existing or proposed security Systems.
RSMo 610.021 (2) Leasing, Purchase or Sale of Real Estate

10. Adjournment

If you have a need for special accommodations, please contact the City Clerk's Office 24 hours prior to this meeting.

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 2. **Review of Bills & Financial Reports:**
 3. **Administrative Report:**
 4. **Mayoral Appointments, Introductions, Presentations, Resolutions and Proclamations, Citizens Requests:**
PROCLAMATION: Bolivar Liberators Week: In honor of the High School Boys & Girls Basketball Team.
PRESENTATION: Friends of the Dunnegan Park: Frank Zanboni & Kerry Douglas
 5. **Old Business:**
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 8. **Minutes for reference:**
 9. **Executive Session:** RSMo 610.021 (19) Existing or proposed security Systems.
RSMo 610.021 (2) Leasing, Purchase or Sale of Real Estate

10. Adjournment

If you have a need for special accommodations, please contact the City Clerk's Office 24 hours prior to this meeting.

**CITY OF BOLIVAR
WORK SESSION MEETING
February 10th, 2015**

Present: Mayor John Best, Aldermen Justin Ballard, Terry Cornell, Steve Skopec, Chris Warwick, John Credille and Darren Crowder; City Attorney Donald Brown, Resource Development Tracy Slagle, Deputy City Clerk Paula Henderson, Toni Gillette Finance, Fire Chief James Ludden, Deputy Fire Chief Brent Watkins, Assistant Clerk Chelle Roellig.

Call to Order: Mayor Best called the Work Session to order at 6:30 p.m. Aldermen Routh and Kifer were absent.

Chart of Organization Chart/Job Descriptions

Resource Development Tracy Slagle wanted the Aldermen to know if there are any questions please contact her anytime.

Badge Machine

Deputy Fire Chief Brent Watkins discussed the quote for review from Elliott Data Systems, Inc. Equipment needed without laminator would be estimated at \$6,030.50. This system would meet the current requirements for FEMA. Discussion was made regarding other options. Outsourcing could be done, but there are concerns with the security of electronic signatures on file retained by other entities. Research was requested to see if this system would be able to code door swipe cards, if the city chooses to do so in the future.

Storm Siren Alert Policy

Deputy Fire Chief Brent Watkins discussed the Outdoor Warning siren Activation Policy that Greene County, Springfield, MO & Branson, MO are using. The new policy would allow sirens have a steady tone for 2 minutes, rest for 2 minutes and currently tested once a month. If Alderman have any questions they are to contact Emergency Management Director Brent Watkins.

Vender List-2015 Approval

Reviewed Vendor list from 2014. Toni Gillette explained that each name on the list has filled out a vendor verification form, W-9 and references.

Old Pool Development & City Parks

Discussion about the next steps to be taken for the Bolivar area parks. A survey has been conducted with 600+ replies. Majority of replies requested a splash park and ball park. The old pool has been demolished and filled in. Consensus from Park Board Committees is to make the old skate park into a basketball court, remove fence, plant grass over old pool area and board up pool house. There is concerns with peacocks, turtles and Canadian geese at Dunnegan Memorial Park. Discussion was made about letting Farmers Market at the old pool location, parking lot is not big enough. Mayor would like to see road at Dunnegan Memorial Park widened and repaved, parking spaces designated and also a walking trail. There was a consensus to allow Public Works to reuse the chain link fence around the basketball court, board up pool house and allow the Park Boards to raise money for a splash park.

Adjourn the Work Session Meeting.

Alderman Credille made a motion to adjourn the work session meeting at 7:25p.m., Alderman Warwick seconded the motion.

Roll call:

Yes: Crowder, Cornell, Warwick, Skopec, Credille, Ballard.

No: None.

Absent: Alderman Routh and Kifer

John F. Best, Mayor

ATTEST:

Paula Henderson, Deputy City Clerk

DRAFT

**CITY OF BOLIVAR
REGULAR COUNCIL MEETING
February 24, 2015**

Call to Order: Mayor Best called the Regular Council Meeting to order at 6:30p.m.

Present: Mayor John Best, Aldermen Terry Cornell, Steve Skopec, Vicky Routh, Justin Ballard, Thane Kifer, John Credille by skype. City Administrator Darin Chappell, City Clerk Natalie Scrivner, City Attorney Donald Brown, Public Works Director Jerry Hamby, Tracy Slagle Resource Director, Police Chief Mark Webb, Fire Chief Jim Ludden, Deputy City Clerk Paula Henderson, Assistant City Clerk Lychelle Roellig and other visitors from the public.

Alderman Crowder was absent.

Prayer: Led by Pastor Wiseman

Pledge of Allegiance: Led by Paula Henderson.

Motion to adopt agenda

Alderman Warwick made a motion to adopt the agenda. Alderman Routh seconded motion carried unanimously.

Approval of the Minutes: Alderman Kiefer for made a motion to approve the minutes as presented for the January 27th, 2015 Regular Session, July 8th, 2015 Work Session-because the date was incorrect on the previous copy in the packet. Alderman Cornell seconded the motion, which was approved unanimously.

Financial Report:

Alderman Skopec made the motion to approve the bills and the financial reports. Alderman Warwick seconded the motion, which was approved unanimously.

Administrative Report: City Administrator Darin Chappell reported that annual updates will be given by the Fire and Police Department Chiefs after the administrative report.

Admin staff attended Tyler Technology training in Lubbock, TX the first week of February. The City of Bolivar has an option to upgrade Incode to version ten would have features for better reports, adaptive security settings for specific departments, edit features, detailed oriented reports. There is a three year waiting list, if the city wants to just upgrade the financial side and leave the utility billing software on version nine the cost is estimated at \$25,000. And they may be able to get us in earlier in 2016.

Discussion, about Building and Fire Codes, the staff would like to have an informational meeting with contractors about the city code ordinances that have not changed. This would be an informative meeting to help the local contractors and developers what is included in the

inspection process. Tentatively time frame for the meeting is to be scheduled around March 31st, 3-5 p.m.

Mr. Chappell explained the issue to teach at SBU. Mr. Credille had approached Mr. Chappell about teaching a Human Resource class and it was being considered but no decision was made, then Mr. Credille's wife had an accident and nothing got finalized with the board. Mr. Chappell had be gone several meetings the last few months and he was contacted by SBU to start in January. It would be three hours a week.

Motion was made by Skopec to approve an addendum to Mr. Chappell's contract to teach three hours a week at SBU, which was seconded by Kifer. Approved unanimously.

Alderman Warwick a motion to approve the City Administrators report, Alderman Ballard seconded the motion, which was approved unanimously.

Mayoral Appointments, Introductions, Presentations and Proclamations:

- New Employees: Stacey Velez Utility Supervisor, Kyle Lee Building Inspector, Charley Welch Water Department, Don Henderson Code Enforcement, Pamela Pierce Police Clerk, Judy Morrison Police Property Clerk, Ted Costello Fire Department, Lychelle Roellig & Cheri Galli Clerks Office.

Old Business:

Bill Number 2015-06 An ordinance authorizing a bid through GSA for a Bandit Wood Chipper. Alderman Cornell made a motion for the first reading of Bill No. 2015-06. An ordinance authorizing the City to accept a bid from GSA Government Service for Public Works Department a Brush Bandit Wood Chipper. . Alderman Ballard seconded the motion. The City Attorney read the Bill No. 2015-06.

**“AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT A BID FROM GSA-
GOVERNMENT SERVICE FOR PUBLIC WORKS DEPARTMENT A BRUSH BANDIT WOOD
CHIPPER”**

Alderman Warwick made a motion for the second reading of Bill No. 2015-06; Ordinance 3186. An ordinance authorizing the City to accept a bid from GSA Government Service for Public Works Department. Alderman Routh seconded the motion. The City Attorney read Bill No. 2015-06, Ordinance 3186.

**“AN ORDINANCE AUTHORIZING THE CITY TO ACCEPT A BID FROM GSA-
GOVERNMENT SERVICE FOR PUBLIC WORKS DEPARTMENT A BRUSH BANDIT WOOD
CHIPPER”**

The Clerk called the Roll:

Ayes: Skopec, Routh, Kifer, Cornell, Warwick, Credille.

Nays: None.

Abstain: None.

Absent: Crowder.

Discussion: Panhandling Ordinance.

An ordinance prepared and modeled after the Kansas City ordinance, making it clear that it would not exclude any groups. With proper permits groups can solicit for donations but not interfere with traffic.

New Business

Annual Fire Department Report- Chief Jim Ludden.

Alderman Warwick made a motion to approve the annual Fire Department Report submitted by Fire Chief Jim Ludden. Alderman Ballard seconded the motion. Approved unanimously.

Annual Police Department Report- Chief Mark Webb

Alderman Kifer made a motion to approve the Police Chief's Annual Report. Alderman Cornell seconded the motion. Approved unanimously.

Amend Agenda

Alderman Skopec made a motion to amend the agenda to add topic of applying for two Police Grants. Alderman Warwick seconded the motion. Approved unanimously.

Police Grant Application Approval DWI & H MV.

Motion from Warwick to approve the Police Department to apply for the H MV Grant #15-PT-02-093, Alderman Routh seconded the motion. Approved unanimously.

Motion from Skopec to approve the Police Department to apply for the DWI Enforcement Project #15-154-AL-067, Alderman Ballard seconded the motion. Approved unanimously.

Public Works Materials needed for Planned Projects.

Alderman Warwick made a motion to approve the estimated cost of \$34,000 for sewer pipe for future projects from Winwater these items were included in the budget. Alderman Cornell seconded the motion. Approved unanimously.

Discussed proposals for renewing uniform contract.

Alderman Skopec made a motion to renew a contract for employee uniforms with Cintas through the US Communities government program. Alderman Ballard seconded the motion. Approved unanimously.

Review Proposals for Fullerton Ball Park League

A proposal for league play was submitted and one proposal for concessions was submitted.

Alderman Kifer made a motion to approve the proposal from Bolivar Community Sports Association for League Play at Fullerton Park. Alderman Cornell seconded the motion. Motion was approved, but Alderman Warwick voted no.

Alderman Warwick made a motion to approve the proposal from Fritts Fun Concessions including the vending machines at the public works building. Alderman Cornell seconded the motion. Approved unanimously.

Bill Number 2015-07 An Ordinance Authorizing the City to Enter into an Agreement with the National Joint Powers Alliance.

Alderman Cornell made a motion to remove item from the agenda, the ordinance is not needed. Alderman Skopec seconded the motion. Approved unanimously.

Bill Number 2015-08 An Ordinance Adding a Section to the Bolivar Municipal Code, providing for the regulation of panhandling.

Alderman Skopec made a motion to table the ordinance. Alderman Warwick seconded the motion. Approved unanimously.

Calendar:

Mayor mentioned Park & Recreation Board Meeting is
Planning & Zoning Meeting is March 19th, 2015 at 6:00 p.m.
The next regular session is March 24th, 2015.

Executive Session

Alderman Cornell made a motion to go into executive session meeting at 7:55 p.m. for the purpose of RSMO 610.021 (3) Hiring, Firing, Disciplining or Promoting of Particular Employees...RSMO 610.021 (13) Individually Identifiable Personnel Records...RSMO 610.021 (19). Existing or proposed security systems... Alderman Crowder seconded the motion.

The Clerk called the Roll:

Ayes: Kifer, Cornell, Routh, Skopec, Warwick, Credille.

Nays: None.

Abstain: None.

Absent: Crowder.

Alderman Credille did not attend the executive session by video.

Adjournment

Alderman Cornell made a motion to adjourn the regular meeting at 8:38 p.m. and it was noted that no decisions were made in executive session. Alderman Warwick seconded the motion.

The Clerk called the Roll:

Ayes: Routh, Kifer, Skopec, Cornell, Warwick.

Nays: None.

Abstain: None.

Absent: Crowder, Credille.

John F. Best, Mayor

ATTEST:

Natalie Scrivner, City Clerk

CITY OF BOLIVAR
EXECUTIVE SESSION MEETING
February 24th, 2015

Present: Mayor John Best, Aldermen Justin Ballard, Chris Warwick, Terry Cornell, Steve Skopec, Vicky Routh, Thane Kifer; City Administrator Darin Chappell, City Attorney Donald Brown, Deputy City Clerk Paula Henderson, Assistant Clerk Lychelle Roellig, Tracy Slagle Resource Director and City Clerk Natalie Scrivner.

Absent: Crowder, Credille.

Call to Order: Mayor Best called the Executive Session to order at 8:02 p.m.

Discussion of RSMo 610.021 (3) Hiring, Firing, Disciplining or Promoting of Particular Employees...RSMo 610.021 (3) Hiring, Firing, Disciplining or Promoting of Particular Employees....

No decisions were made.

Discussion of RSMo 610.021 (19). Existing or proposed security systems....

No decisions were made.

Adjourn executive session:

Alderman Cornell made a motion to adjourn the executive meeting at 8:38 p.m. Alderman Warwick seconded the motion.

Roll call:

Yes: Ballard, Kifer, Cornell, Warwick, Routh, Skopec,

No: None.

Absent: Crowder, Credille.

John F. Best, Mayor

ATTEST:

Natalie Scrivner, City Clerk

=====PAYMENT DATES===== =====ITEM DATES===== =====POSTING DATES=====
PAID ITEMS DATES : 2/01/2015 THRU 2/28/2015 0/00/0000 THRU 99/99/9999 0/00/0000 THRU 99/99/9999

VENDOR NAME	GROSS AMOUNT
ADRIAN ALAN BRANTLEY JR	8.34
ASH GROVE AGGREGATES INC	630.92
AUTOZONE	74.31
B&B WRECKER SERVICE LLC	39.00
BILL GRANT FORD	637.04
BILL ROBERTS	425.21
BOLIVAR CITY UTILITIES	956.53
BOLIVAR CLASS OF 2016	250.00
BOLIVAR FAMILY CARE CENTER	253.00
BOLIVAR OFFICE EXPRESS LLC	704.88
BOLIVAR PET HOSPITAL	549.25
BOLIVAR READY MIX & MATERI	180.50
BOSTON MUTUAL	108.44
BROYLES PETROLEUM EQUIPMEN	343.02
CCP INDUSTRIES	0.00
CERTIFIED LABORATORIES	95.00
CHEMICAL BROKERS, INC	321.25
CHRISTINE BARRERA	30.50
CHUCK'S AUTO SUPPLY	144.73
CITY OF BOLIVAR	62.00
CLAYTON HOLDINGS, LLC	6,823.56
CLEAR CREEK VEHICLES	258.96
CLINT WEBB'S BACKHOE SERVI	2,950.00
CMH EYE SPECIALTY CENTER	208.00
CMH HOME MEDICAL EQUIPMENT	46.85
COMMERCE BANK- (941)	75,714.65
COMMERCE BANK- CARDS	15,845.85
COMMERCE BANK- PHILLIPS	4,473.05
COMMERCE BANK- WATER TOWER	9,667.12
DATA FLOW	590.91
DIVISION OF EMPLOYMENT SEC	4,230.21
DOKE PROPANE INC	2,316.20
DOUGLAS HAUN & HEIDEMAN PC	6,380.85
EMPIRE DISTRICT	39,242.11
EMPLOYEE BENEFIT DESIGN	640.00
EMPLOYEE SCREENING SERVICE	136.00
FABICK CAT	497.68
FAMILY SUPPORT PAYMENT CEN	9.31
FARMER BROTHERS COFFEE	64.37
FASTENAL	1,564.70
FRANKS UNIFORMS INC	492.00
GALETON	365.98
GALLS, AN ARAMARK COMPANY	93.50
GARRETSON TRASH SERVICE LL	32,569.88

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VENDOR NAME	GROSS AMOUNT
GENERAL CODE LLC	290.92
GUARDIAN DENTAL INSURANCE	2,734.17
HACH COMPANY	302.87
HARRY COOPER SUPPLY	133.69
HARTFORD	1,589.75
HEALTH SMART (BMI HEALTH	721.60
INTERNATIONAL ASSOC OF CHI	150.00
INTERSTATE BATTERIES	86.03
JIM LUDDEN	283.22
JMARK BUSINESS SOLUTIONS,	5,742.06
JOHN SMITH	137.84
KANSAS COUNSELORS INC	184.98
KELLEY'S POLICE & TACTICAL	402.50
KPM CPA's	3,000.00
LISA NORMAN	30.50
LOWES	180.03
MARILYN GERLEMAN	30.50
MAURICE NORMAN	30.50
ME-SHY LOCKSMITH LLC	49.98
MEADOWS PSYCHOLOGICAL SERV	500.00
MFA OIL	2,626.46
MFA OIL COMPANY	1,012.68
MID STATES ORGANIZED CRIME	150.00
MO DEPT OF REVENUE	8,280.46
MO DEPT OF REVENUE	2,774.01
MO LAGERS	31,018.66
MO RURAL WATER ASSOCIATION	800.00
MSHP CJ TECH FUND	1,545.00
NEIGHBOR NEWS	577.50
NEPTUNE TECHNOLOGY GROUP I	6,041.81
O'REILLY AUTO PARTS	159.89
OLSSON ASSOCIATES	1,255.12
OZARK OFFSET PRINTING	579.77
P&DW GLASS SHOP LLC	160.96
PDC LABORATORIES	724.55
POLK CO ELECTRIC INC	1,234.33
POLK CO PRINTING & LOCAL L	42.00
POLK CO SHERIFF'S OFFICE	360.00
POSTMASTER	2,200.00
PRECISION SMALL ENGINE	1,227.93
QUARLES SUPPLY CO BOLIVAR	255.51
RADIOPHONE ENGINEERING	45.00
RAY LINDSEY CO	4,702.09
ROBERT R BROWN	275.00

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VENDOR NAME	GROSS AMOUNT		
ROWETON'S HOME CENTER	7.99		
S.O.A.R.	3,917.11		
SAFETY EQUIPMENT CO	92.88		
SAWYER TIRE	4,140.72		
SECURENET ALARM SYSTEMS IN	53.60		
SENTINEL EMERGENCY SOLUTIO	2,197.52		
SOUTHWEST ELECTRIC COOP	227.58		
STEPPING STONES OFFICE PRO	174.95		
STEWART CONCRETE	521.35		
SUN LIFE FINANCIAL	3,311.13		
SUPERIOR PRODUCTS	27.50		
TASC	159.30		
TASC- FLEX	913.79		
TOOLS PLUS INDUSTRIES	342.86		
TSYS MERCHANT SOLUTIONS -	159.89		
TYLER TECHNOLOGIES	879.35		
UNITED STATES TREASURY	1,000.00		
US BANCORP EQUIPMENT FINAN	639.61		
VERIZON WIRELESS	1,911.47		
VERIZON WIRELESS	3.80		
VISION SOURCE BOLIVAR	41.00		
WALMART SUPERCENTER - BOLI	211.00		
WATERWORK SPECIALTIES INC	2,212.40		
WESTLAKE ACE HARDWARE INC	360.18		
WEX BANK/WRIGHT EXPRESS	2,702.98		
WHITE CASTLE SERVICE & SUP	396.07		
WINDSTREAM	6,819.59		
WOODS SUPERMARKET	23.47		
YMCA	373.15		
** TOTAL ** -City of Bolivar	329,447.77	329,447.77-	0.00

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: =====ITEM DATES===== : 0/00/0000 THRU 99/99/9999
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R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	330,848.48	330,848.48CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
VOID ITEMS	1,400.71CR	1,400.71	0.00
** TOTALS **	329,447.77	329,447.77CR	0.00

U N P A I D R E C A P

UNPAID INVOICE TOTALS	0.00
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	0.00

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FUND TOTALS

11	GENERAL	116,941.52
12	ECONOMIC DEV	81.35
14	AIRPORT	9,934.85
15	CEMETERY	5,571.11
16	FIRE	30,217.74
18	UTIL/PUB WKS	123,791.60
20	PARKS & REC	13,938.11
22	STREET	18,785.95
26	SPECIAL RD DISTRICT	10,185.54

GRAND TOTAL 329,447.77

Parks & Cemetery-

Crews:

Helped Work on Cemetery Records
Trimmed Trees, Picked up Leaves
Worked on lights for Flag at Dunnegan Park
Helped remodel downstairs of City Hall for Courts.

Sewer-

Crews:

Ran Jetter truck and camera van around the City. (Cleaning and inspecting sewer mains)
Install internet cable at the PSC
Locate Utilities for MO One Call.
Met with Olsson's engineering in regards to S. Lillian to S. Benton for Lift station #3 Project.

Street-

Crews:

Patch old water and Sewer repairs/potholes
Plow Snow and spread salt
Ran street sweeper
Stock piled rock for future projects
Work on Buffalo, Morrisville, and Mt. Gilead Roads for the MoDot overlay project
Trimmed trees
Stock pile rock for future projects

Water-

Crews:

Remodel at City Hall Basement for Courts
Shop Maintenance
Run Wells
Water Samples
Locate utilities for MO One Call.

WWTP-

Carried out normal duties; tests, dip grease, clean baskets.
Haul Sludge
Received information in regards to the bar screen that will be replaced in the future.
Accepted engineering firm that will address the rotors and ditches at the WWTP.

Business License Applications Received from October 2014 thru
February 2015

(Not including address changes)

Pamela J Wharton LLC 434 S Springfield Ave

David Reichert 345 N Sunset Ave

The Chandelier Salon 800 E San Martin St

BB Hoppers 507 E Maupin St

Downtown Pets 207 S Main Ave

Daylight Donuts 333 S Springfield Ave

Worldwide Relocation Specialists 105 E Broadway St

Richardson's Country Café 339 S Springfield Ave

Lindley Creek Boutique LLC 120 S Springfield Ave

Peddlers Post 110 E Jackson St

Get Yer Nails Did 271 N Winfred Ave

The Pooch Parlor and Leather Shop 208 E Jackson St

Mega 1 Fitness 870 E San Martin

The Corner Shoppe LLC 122 S Springfield Ave

Utility Department Feb. 2015
Submitted by Stacey Velez

A/R Billing	Qty.
Water	4178
Hangar Rent	56
Sewer	4023
Golf Course Memberships	48
Trash	2252
Jet Fuel/100 Octane	16
One Time Charge Fee	69
Animal Licenses	13
Abatements	0
Pavillion Rentals	1
Burials	3

Total Billings **10659**

Services Orders Completed

Meter Change	2
Trash Service On	49
Disconnects	33
Occupant Change	58
Trash Service Off	35
Leak Check	20
Connect	38
Miscellaneous	2
Cutoff	34
Reinstate	29
Reread	34

Total **334**

Reading Times

Rt 1	12.75 Hours
Rt 2	12.25 Hours
Rt 3	11.5 Hours
Rt 4	12.25 Hours
Rt 5	15.5 Hours
Rt 6	2.75 Hours

Total **67 Hours**

P E R I O D I C F E E R E P O R T

Fee Totals and Payment Breakdown: 2/01/2015 - 2/28/2015

Fee	Description	Fee Amount	Full Count	Partial Count
1-5OP	1-5 Overtime Parking Tickets	2.00	21	0
6-10OP	6-10 Overtime Parking Tickets	5.00	1	0
CC	Court Costs	12.00	82	3
CC/DC	Cedit/Debit Card Fee	4.00	7	0
CVC2	Crime Victims City	0.37	81	1
CVS2	Crime Victims State	7.13	81	3
DVF	Domestic Violence Fee	2.00	85	2
FINE	Fine	N/A	74	27
ISF	Inmate Security Fund	2.00	86	1
JAIL	County Jail Fee	N/A	0	3
REST	Restitution	N/A	1	0
SF	SHERIFFS RETIREMENT FUND	3.00	78	2
TFC	Training Fund City	2.00	85	1
TFS	Training Fund State	1.00	82	5

Payment Breakdown

Total Partial Payments.....:	1,701.50
Total Full Payments.....:	10,849.50
Total Amount Collected.....:	12,551.00

ORDINANCE COVER SHEET

Bill No. 2015-08

Ordinance No. _____

**“AN ORDINANCE AMENDING THE BOLIVAR MUNICIPAL CODE BY
ADDING A NEW CHAPTER 611, PROVIDING FOR PAN-HANDLING AND
SOLICITATION REGULATION.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ **Aye; _____ Nay; _____ Abstain**

_____ **Approved by the Mayor on _____.**

_____ **Vetoed by the Mayor on _____.**

Board of Aldermen Vote to Override Veto on _____.

_____ **Aye; _____ Nay; _____ Abstain**

Bill Effective Date: _____.

**“AN ORDINANCE AMENDING THE BOLIVAR MUNICIPAL CODE BY
ADDING A NEW CHAPTER 611, PROVIDING FOR PAN-HANDLING AND
SOLICITATION REGULATION.”**

WHEREAS, it is the intent of the Board of Aldermen in enacting this ordinance to improve the quality of life, to maintain and further expand the economic vitality of the City and to protect the safety of the general public by imposing reasonable manner, time and place restrictions on panhandling while respecting the constitutional rights of all citizens.

WHEREAS, to effectively address the problems created by panhandling using the most narrow means possible, the goal of this ordinance is to control panhandling in certain areas of the City where the specific characteristics and uniqueness of those areas create situations where panhandling is especially detrimental and deprives citizens, tourists and businesses of a safe and vital environment in which to live, work or visit.

WHEREAS, the restrictions on panhandling in this section are in areas where citizens are more likely to be vulnerable to harassment and intimidation and where incidences of panhandling have the greatest impact on the health and safety of persons within the designated areas and where incidences of panhandling have the greatest impact on commerce, tourism and the attainment of the City’s goals set forth elsewhere in this ordinance.

WHEREAS, the solicitation of people in places where it is impossible or difficult for them to exercise their own right to decline to listen or to avoid solicitation from panhandlers is abusive and dangerous. Such places include motor vehicles, indoor and outdoor dining areas, crowded sidewalks, parking lots and structures, and in the vicinity of an entrance to a commercial or public facility. Restricting panhandling in such places will provide a balance between the rights of panhandlers and the rights of persons who wish to decline or avoid the panhandling and will help avoid or diminish the threat of violence in such unwarranted and unavoidable confrontations and provide for the safety and security of the commuting public, tourists, and those citizens wishing to use public places and commercial facilities.

WHEREAS, this ordinance is timely and appropriate because current laws and city regulations are insufficient to address the aforementioned problems. The restrictions contained herein are neither over broad nor vague and are narrowly tailored to serve a substantial government interest. The goal of this ordinance is to protect citizens from the fear, harassment and intimidation accompanying panhandling, which has become an unwelcome and dangerous presence in certain parts of the City.

NOW THEREFORE, be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: There is hereby enacted a new Chapter 611 of the Bolivar Municipal Code, which shall read as follows:

“CHAPTER 611 – PAN-HANDLING AND SOLICITATIONS

SECTION 611.010: Prohibition in Certain Areas

(a) Purpose. The purpose of this section is to regulate and punish acts of aggressive panhandling or solicitation and acts of panhandling or solicitation that occur at locations or under circumstances specified herein. The purpose of this section is not to punish the status or condition of any person. Regulation is required because aggressive panhandling anywhere in the city contributes to the loss of access to and enjoyment of public places and creates a sense of fear, intimidation and disorder. Regulation is further required because panhandling in certain areas threatens the economic vitality of those areas, impairing the City’s long term goals of attracting citizens, businesses and tourist to these certain areas and, consequently, the City overall. The City has substantial interests in the protection of public safety, the safe and unobstructed flow of traffic on its public streets, the preservation of the safe use of public areas, protecting the aesthetics of historic areas within the City, protecting the City’s investment in certain areas, protecting tourism and protecting the City’s economy. The regulations in this section further these substantial interests. This section is not intended to proscribe any demand for payment for services rendered or goods delivered. Nor is this section intended to prohibit acts authorized as an exercise of a person's constitutional right to legally picket, protest or speak.

(b) Definitions.

(1) *Aggressive manner* means:

- a. *Threatening approaches.* Approaching the person being solicited in a manner that:
 1. Is intended to or is likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the person's possession; or
 2. Is intended to or is likely to intimidate the person being solicited into responding affirmatively to the solicitation.
- b. *Following.* By following behind, ahead or alongside a person who walks or drives away from the person soliciting or who gives notice or demonstrates verbally or physically that such solicitation is offensive, unwelcome or that the solicitation should cease.

- c. *Physical contact.* Intentionally or recklessly making any physical contact with or touching another person in the course of the solicitation, or approaching within an arm's length of the person, except with the persons consent.
- d. *Continuing to solicit.* Continuing to solicit a person after the person has made a negative response.
- e. *Verbal threats.* Intentionally or recklessly using words:
 - 1. Intended to or likely to cause a reasonable person to fear imminent bodily harm or the commission of a criminal act upon property in the persons possession; or
 - 2. Words likely to intimidate the person into responding affirmatively to the solicitation.
- f. *Blocking sidewalks or streets.* Intentionally or recklessly blocking the safe or free passage of the person being solicited or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation.

(2) *Automated teller machine* is a device, linked to a financial institution's account records, which is able to carry out transactions, including, but not limited to: Account transfers, deposits, cash withdrawals, balance inquiries and mortgage and loan payments.

(3) *Automated teller machine facility* is the area comprised of one or more automatic teller machines, and any adjacent space, which is made available to banking customers.

(4) *Intimidate* means to engage in conduct which would make a reasonable person feel threatened or fearful of harm to the person's personal safety or property.

(5) *Panhandling* means any verbal or non-verbal solicitation made in person upon any public street, sidewalk, alley, park or other public place, in which a person requests an immediate donation of any item of value, monetary or otherwise, from another person, and includes but is not limited to seeking donations of any item of value, monetary or otherwise:

- a. By a spoken, written or printed appeal or for music, singing, or other street performance; and,
- b. Where the person being solicited receives an item of little or no monetary value in exchange for a donation, under circumstances

where a reasonable person would understand that the transaction is in substance a donation.

- (6) *Passive manner* means standing, sitting or performing music, singing or other street performance with a sign or other indication that a donation is being sought, without any vocal request other than in response to an inquiry by another person.
- (7) *Public area* is an area open to use by the general public, including, but not limited to, alleys, bridges, buildings, driveways, parking lots, parks, sidewalks and streets open to the general public, and the doorways and entrances to buildings and dwellings, and the grounds enclosing them.
- (8) *Public safety officer* means any uniformed law enforcement officer or firefighter.
- (9) *To panhandle* means to engage in any act of panhandling.
- (10) *To solicit* includes, without limitation, the spoken, written or printed word or such other acts or bodily gestures as are conducted in furtherance of the purposes of soliciting or asking for any item of value, monetary or otherwise.

(c) Prohibitions.

- (1) *Aggressive Panhandling.* It shall be unlawful for any person to panhandle, or to solicit the sale of goods or services, in an aggressive manner in a public area.
- (2) *Passive Panhandling in Certain Places.* Except as specifically prohibited by this Section, it shall not be unlawful to panhandle in a public area in a passive manner, unless such passive panhandling or passive solicitation is conducted within twenty (20) feet, in any direction, from any entrance or exit to any: (i) office or office building without first obtaining the written consent of each affected tenant renting or owning space in such building; (ii) commercial establishment engaged in the sale of goods or services without first obtaining the written consent of each affected tenant renting or owning space in such establishment; (iii) bank, credit union or other financial institution; (iv) single or multi-family residence or residential complex, or (v) within twenty (20) feet of any outdoor dining area, outdoor restaurant, or outdoor cafe.

(3) *Automated teller machine.* It shall be unlawful to panhandle, or to solicit the sale of goods or services, within twenty (20) feet, in any direction, of an automated teller machine or automated teller machine facility.

(4) *Motor Vehicles and Streets.* Except as otherwise provided in this section, it shall be unlawful to engage in any act of panhandling or any solicitation of the sale of goods or services, at any time of any day:

- a. In exchange for cleaning motor vehicle windows while the vehicle is in traffic on or entering any street, a street intersection, alley or other public passageway; and/or,
- b. In exchange for protecting, watching, washing, cleaning, repairing, or painting a motor vehicle or bicycle while it is parked on a public street.
- c. Within five (5) feet of a curb or edge of a street.
- d. Involving any operator or occupant of a motor vehicle that is in traffic on or entering any street, street intersection, alley or other public passageway; or involving any operator or occupant of a motor vehicle on a public street unless issued a permit and pursuant to the following restrictions:

Persons and organizations may engage in public solicitations, including the use of sound amplification devices, if the person or organization meets all of the following conditions:

1. The person or organization applies for and is granted a permit from the City to conduct its solicitation activities based upon the requirements of this section;
2. Solicitations may only be conducted at intersections controlled by electronic signal lights or by stop signs;
3. No person or organization may conduct its solicitation activities for a period of more than six (6) calendar days and on no more than two (2) occasions in any calendar year;
4. All individuals participating in such solicitation activities must be at least eighteen (18) years of age; and

5. The person or organization engaged in the solicitation must arrange to have a uniformed public safety officer at each solicitation site.

(5) *Private property.* Notwithstanding any provision of Chapter 610 of the Bolivar Municipal Code to the contrary, it shall be unlawful to panhandle, or to solicit the sale of goods or services on private property if the owner, tenant or lawful occupant has asked the person not to solicit on the property, or has posted a sign clearly indicating that solicitations are not welcome on the property.

(6) *Public transportation.* It shall be unlawful to panhandle, or to solicit the sale of goods or services in any public transportation vehicle or from an area marked and designated as a place to wait for a bus, train, or any other public transportation vehicle that is operated on a scheduled route with passengers paying fares on an individual basis.

(7) *Walk-up or drive-up teller window.* It shall be unlawful to panhandle, or to solicit the sale of goods or services, if the person making the solicitation knows or reasonably should know that the solicitation is occurring within twenty (20) feet in any direction from a walk-up or drive-up teller window located on the exterior of the building of a financial institution which is made available to its banking customers.

(8) *Panhandling in groups.* It shall be unlawful to panhandle in groups of more than three (3) persons.

(d) Measurement. For purposes of Section (c)(2), (c)(3), and (c)(7) hereof, measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest point at which an unlawful act is conducted to the nearest portion of any doorway, entrance, outdoor dining area, outdoor restaurant, outdoor cafe, automatic teller machine or automatic teller facility.

611.020: Permits

Any permits authorized by this Chapter will be obtained pursuant to the procedures of and will be subject to the provisions of Sections 610.040 through 610.130 of the Bolivar Municipal Code, with permit fees as applicable to ‘peddlers.’

611.030: Violations

Violations of this Chapter will be deemed as code violations, subject to punishment pursuant to the provisions of Section 100.220 of the Bolivar Municipal Code.”

Section II: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

John F. Best, Mayor

ATTEST:

Natalie Scrivener, City Clerk

CERTIFICATION

I, Natalie Scrivener, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. _____ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on _____, 2015; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

Natalie Scrivener, City Clerk

ORDINANCE COVER SHEET

Bill No. 2015-09

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN
AGREEMENT WITH THE BOLIVAR COMMUNITY SPORTS ASSOCIATION,
FOR THE USE OF AND SERVICES ASSOCIATED WITH THE CITY’S
FULLERTON SPORTS COMPLEX FOR 2015 EVENTS.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ **Aye; _____ Nay; _____ Abstain**

_____ **Approved by the Mayor on _____.**

_____ **Vetoed by the Mayor on _____.**

Board of Aldermen Vote to Override Veto on _____.

_____ **Aye; _____ Nay; _____ Abstain**

Bill Effective Date: _____.

“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH THE BOLIVAR COMMUNITY SPORTS ASSOCIATION, FOR THE USE OF AND SERVICES ASSOCIATED WITH THE CITY’S FULLERTON SPORTS COMPLEX FOR 2015 EVENTS.”

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City does hereby authorize entering into an agreement with the Bolivar Community Sports Association, for the use of and certain services associated with the City’s Fullerton Sports Complex during 2015; with such agreement terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

John F. Best, Mayor

ATTEST:

Natalie Scrivner, City Clerk

INDEPENDENT CONTRACTOR AGREEMENT – SPORTS ACTIVITIES AT CITY PARK

This Independent Contractor Agreement for Sports Activities at the City’s Fullerton Park Sports Complex (hereinafter referred to as the “Agreement”) is made and entered into this ____ day of _____, 2015, between **the City of Bolivar, Missouri, a Municipal Corporation** (hereinafter referred to as the “City”), and **the Bolivar Community Sports Association, a Missouri Non-Profit Corporation** (hereinafter referred to as the “Independent Contractor”).

THE CITY AND THE INDEPENDENT CONTRACTOR MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

1. Scope of the Services Provided and Description of Services: During the term of this Agreement, the Independent Contractor will perform the services described herein at the City’s “Fullerton Sports Complex,” to-wit:

- a. Independent Contractor will use the City’s Fullerton Sports Complex for its own baseball/softball program, a soccer program, and a flag football program; and
- b. Independent Contractor will control scheduling of all leagues and tournaments at the Fullerton Sports Complex; and Independent Contractor will be responsible for setting the price for league and tournament fees and collecting for the same;

2. Term of Agreement: The term of this Agreement will begin on the date that this Agreement has been executed by all parties hereto, and will end at midnight on the 31st day of December, 2015. The term of this Agreement may be either extended or renewed by the mutual agreement of the City and the Independent Contractor so long as such extension or renewal is manifested in a writing signed by the City and the Independent Contractor, and so long as such writing is attached to this Agreement as an addendum hereto. No agreement as to extension or renewal of the term of this Agreement will be binding on any party unless the provisions of this paragraph have been complied with.

3. Compensation for Services: The parties to this Agreement acknowledge that sporting leagues and tournaments are desired by the general public in conjunction with the activities ongoing at the City’s properties described above. The City does not desire at this time to take on the obligation to coordinate and schedule the extensive use of the Fullerton Sports Complex; and therefore, in consideration for the Independent Contractor’s provision of the services as set forth in this Agreement, the Independent Contractor will be allowed by the City to use the premises described above for providing its services to the general public; and the Independent Contractor will pay to the City (or cause third party leagues and tournament organizers as the case may be to pay to the City) an amount equal to twenty-five percent (25%) of the net revenues generated by all leagues and tournaments at the Fullerton Sports Complex after expenses have been calculated and accounted for.

4. Method of Performing Services: The Independent Contractor will determine the method, details and means of performing the Services; and it is acknowledged that the City’s primary concern is the results of the Services, and not the methods used to accomplish such work. As such, unless the nature of the Services themselves dictates otherwise, the City will not require the Independent Contractor to keep set work hours, or to work any certain number of hours so long as the Services are completed within the limited scheduled times as mutually agreed upon by the parties to this Agreement; and unless the nature of the Services themselves dictates otherwise, the Independent Contractor will be free to follow their own pattern of work routine and scheduling.

5. Performance of Services, Other Considerations: In the event that the Independent Contractor decides to use staff or other parties to complete the Services, then the Independent Contractor will be responsible for supplying their own support staff, if any. Any and all personnel hired by the Independent Contractor, as employees, consultants, agents or otherwise (collectively and hereinafter referred to as "Staff") will be the sole responsibility of the Independent Contractor. The Independent Contractor will inform all Staff in writing at the time that such Staff are hired by the Independent Contractors that such Staff are not employees of the City and that the City has no present or future obligation to employ such Staff or provide such Staff with any compensation and/or employment benefits. The Independent Contractor will be solely responsible for the acts of such Staff and the Staff will conduct their activities at the Independent Contractor's risk, expense and supervision. The Independent Contractor warrants and covenants that the Staff will be subject to all of the obligations applying to the Independent Contractor pursuant to this Agreement and that each member of the Staff will be bound to the terms of this Agreement.

6. Withholding, Taxes and Benefits: The Independent Contractor will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for payments to the Staff, if any. The Independent Contractor will also be responsible for all statutory insurance and other benefits required by law for the Independent Contractor and the Staff and all other benefits promised to the Staff by the Independent Contractor, if any.

7. Compliance with Government Regulations: Independent Contractor will at all times fully comply with all applicable state, county and municipal codes and regulations, and with all federal codes and regulations, including but not limited to, all regulations from the U.S. Department of Labor Occupational Safety and Health Organization (OSHA).

8. Independent Contractor Responsible for Furnishing Materials: The Independent Contractor will be solely responsible for furnishing all tools, materials, or other equipment required to perform the Services pursuant to the terms of this Agreement, unless the parties agree otherwise in a separate writing.

9. Property and Casualty Insurance: INDEPENDENT CONTRACTOR IS HEREBY ADVISED TO OBTAIN PROPERTY AND CASUALTY INSURANCE TO PROTECT ITS PROPERTY AND INTERESTS. Independent Contractor will at all times be solely responsible for carrying such Property and Casualty Insurance as Independent Contractor deems necessary to protect its interests, including losses to Independent Contractor's property of any nature. Independent Contractor acknowledges that City has no obligation to provide coverage for any losses to the Independent Contractor's property, and releases the City from all damages or losses which it might sustain as a result of any such losses or damages.

10. Public Liability Insurance: Independent Contractor will maintain product and complete operational liability insurance in the amount of \$1,000,000.00 with insurance underwriters authorized to do business in the State of Missouri and approved by the City. Independent Contractor will furnish City with a certificate from the insurance carrier showing the insurance to be in full force during the entire term of this Agreement or will deposit with City copies of the policy. The policy or certificate will contain a provision that written notice of cancellation or of any material change in the policy by the insurer shall be delivered to City twenty (20) days in advance of the effective date.

11. Independent Contractor May Provide Services to Others: Nothing in this Agreement will preclude the Independent Contractor from at any time performing work or services to third parties other than the City.

12. Relationship Between City and Independent Contractor: During the term of this Agreement, and unless expressly determined otherwise in writing executed by the City, the Independent Contractor and their Staff, if any, shall at all times be and be deemed to be independent contractors of the City. Neither

the Independent Contractor nor any of his Staff is an employee or agent of the City for any purpose whatsoever, and shall not be entitled to paid vacation days, sick days, holidays or any other benefits provided to City employees. The Independent Contractor agrees that no income, social security or other taxes or amounts shall be withheld or accrued by the City for the Independent Contractor's benefit or for the benefit of Staff and no statutory insurance shall be written by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. Neither the Independent Contractor nor any of the Staff will, under any circumstances, have any authority to act for or to bind the City or to sign the name of the City or to otherwise represent that the City is in any way responsible for Independent Contractor's acts or omissions. Neither the Independent Contractor nor Staff has or have any authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding upon the City. It is anticipated that the Independent Contractor will perform services as an independent contractor, employee, officer or director for parties other than the City during the Term.

13. Indemnification: The Independent Contractor will be responsible for the death or injury to the Independent Contractor or of any of the Independent Contractor's Staff, while in the performance of service of the terms of this Agreement. Additionally, the Independent Contractor will indemnify, defend, and hold the City harmless in respect to all losses, claims, causes of action, judgments, or expenses of any kind, including reasonable attorney fees and costs, arising in any way from any action or conduct of the Independent Contractor or their Staff, if any, while providing services to the City during the term of this Agreement.

14. Termination of Agreement and Subsequent Remedies: A breach of this Agreement will occur if any party fails to observe and perform any provision or agreement herein; and either party may terminate this agreement immediately upon a breach of this Agreement by the other party. Additionally, either party hereto may terminate this Agreement for any reason, and without recourse from the other party, by providing sixty (60) days' written notice to the other party.

15. Notices: Any notices authorized or required to be given hereunder may be personally delivered to the person or persons whose names appear below, or by depositing the same in the United States mail, postage fully prepaid, certified, return receipt requested, and if intended for the City addressed as follows:

City of Bolivar
ATTN: City Administrator
P.O. Box 9
Bolivar, Missouri 65613

and if intended for the Independent Contractor addressed as follows:

Bolivar Community Sports Association
ATTN: Amber Cline
PO Box 315
Bolivar, MO 65613

Either party will notify the other party as soon as is practicable upon the change of address for notification purposes. If properly addressed and mailed pursuant to the terms of this paragraph, delivery of notices will conclusively be deemed to have been made two days after mailing.

16. Assignment: Independent Contractor will not assign this Agreement without the prior written consent of the City, which consent may be withheld for any reason or no reason at all.

17. Waiver: All parties to this Agreement agree that the failure of any party to this Agreement to strictly enforce any term of this Agreement will not ever result in a waiver of such party to subsequently enforce the conditions of this Agreement.

18. Severability: In the event that any provision, paragraph, sub-paragraph, or sentence of this Agreement is declared to be invalid for any reason, it will not affect the validity of any other provision of this Agreement, and all other provisions, paragraphs, sub-paragraphs, and sentences will remain in full force and effect.

19. Complete Agreement: It is agreed and understood by all parties to this Agreement that this instrument constitutes the entire agreement between the parties, and that the terms and provisions of this Agreement are contractual and not mere recitals. No additional promises, agreements, and conditions have been entered into other than those expressly set forth in this Agreement. This Agreement may not be modified or amended without the written, signed consent of all parties to this Agreement.

20. Choice of Law and Venue: This instrument will be construed and enforced under the laws of the State of Missouri. Any Dispute Resolution or legal action arising hereunder will be handled in Polk County, Missouri, and all parties consent to the venue of such Court.

21. No Third-Party Beneficiaries: There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.

22. Binding Effect: This Agreement will be binding upon and will inure to the benefit of the City, and their respective successors and assigns, and upon the Independent Contractor, and their heirs, personal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS IS A BINDING LEGAL DOCUMENT. BEFORE SIGNING BELOW, THE PARTIES TO THIS AGREEMENT DECLARE THAT THEY ARE OF SOUND MIND AND ARE OTHERWISE LEGALLY CAPABLE OF ENTERING INTO THIS AGREEMENT, THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, AND THAT THEY FULLY UNDERSTAND ALL OF THE TERMS CONTAINED HERIN.

City of Bolivar, Missouri

Mayor

DATE

ATTEST

City Clerk

DATE

Signature of Independent Contractor, or Independent Contractor's Agent

Bolivar Community Sports Association

DATE

By, Amber Cline, President

Social Security / EIN Number

Telephone Number

ORDINANCE COVER SHEET

Bill No. 2015-10

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN
AGREEMENT WITH FRITZ AND FUDDS FUN FOODS CONCESSIONS AND
VENDING, LLC, FOR CONCESSION AND VENDING SERVICES AT CITY
VENUES.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH FRITZ AND FUDDS FUN FOODS CONCESSIONS AND VENDING, LLC, FOR CONCESSION AND VENDING SERVICES AT CITY VENUES.”

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City does hereby authorize entering into an agreement with Fritz and Fudds Fun Foods Concessions and Vending, LLC, for concession and vending services at City Venues; with such agreement terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

John F. Best, Mayor

ATTEST:

Natalie Scrivner, City Clerk

INDEPENDENT CONTRACTOR AGREEMENT – VENDING AND CONCESSIONS

This Independent Contractor Agreement for Vending and Concessions (hereinafter referred to as the “Agreement”) is made and entered into this ____ day of _____, 2015, between **the City of Bolivar, Missouri, a Municipal Corporation** (hereinafter referred to as the “City”), and **Fritz N Fudds Fun Foods and Concessions and Vending, LLC, a Missouri Limited Liability Company** (hereinafter referred to as the “Independent Contractor”).

THE CITY AND THE INDEPENDENT CONTRACTOR MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

1. Scope of the Services Provided and Description of Services: During the term of this Agreement, the Independent Contractor will perform the services described herein, to-wit: The Independent Contractor will have the exclusive obligation to sell all vended food, snacks, confectionary and similar edible products; and to operate general vending and concessions at the following City-owned properties:

- a. The City’s public indoor swimming facility; and
- b. The Fullerton Sports Complex; and
- c. The City’s Public Works Building

The Independent Contractor will maintain its vending and concession operations in a clean and sanitary condition consistent with recognized standards and applicable local, State and Federal laws and regulations; and the Independent Contractor will be solely responsible for keeping all vending machines in proper mechanical working order.

2. Term of Agreement: The term of this Agreement will begin on the date that this Agreement has been executed by all parties hereto, and will end at midnight on the 31st day of December, 2015. The term of this Agreement may be either extended or renewed by the mutual agreement of the City and the Independent Contractor so long as such extension or renewal is manifested in a writing signed by the City and the Independent Contractor, and so long as such writing is attached to this Agreement as an addendum hereto. No agreement as to extension or renewal of the term of this Agreement will be binding on any party unless the provisions of this paragraph have been complied with.

3. Compensation for Services: The parties to this Agreement acknowledge that vending and concession services are desired by the general public in conjunction with the activities ongoing at the City’s properties described above. The City does not desire at this time to conduct vending or concession services; and therefore, in consideration for the Independent Contractor’s provision of vending and concession services as set forth in this Agreement, the Independent Contractor will be allowed by the City to use the premises described above for providing vending and concessions to the general public; and the Independent Contractor will pay to the City an amount equal to ten percent (10%) of the gross revenues generated by the services after sales taxes have been calculated and accounted for.

4. Method of Performing Services: The Independent Contractor will determine the method, details and means of performing the Services; and it is acknowledged that the City’s primary concern is the results of the Services, and not the methods used to accomplish such work. As such, unless the nature of the Services themselves dictates otherwise, the City will not require the Independent Contractor to keep set work hours, or to work any certain number of hours so long as the Services are completed within the limited scheduled times as mutually agreed upon by the parties to this Agreement; and unless the nature

of the Services themselves dictates otherwise, the Independent Contractor will be free to follow their own pattern of work routine and scheduling.

5. Performance of Services, Other Considerations: In the event that the Independent Contractor decides to use staff or other parties to complete the Services, then the Independent Contractor will be responsible for supplying their own support staff, if any. Any and all personnel hired by the Independent Contractor, as employees, consultants, agents or otherwise (collectively and hereinafter referred to as "Staff") will be the sole responsibility of the Independent Contractor. The Independent Contractor will inform all Staff in writing at the time that such Staff are hired by the Independent Contractors that such Staff are not employees of the City and that the City has no present or future obligation to employ such Staff or provide such Staff with any compensation and/or employment benefits. The Independent Contractor will be solely responsible for the acts of such Staff and the Staff will conduct their activities at the Independent Contractor's risk, expense and supervision. The Independent Contractor warrants and covenants that the Staff will be subject to all of the obligations applying to the Independent Contractor pursuant to this Agreement and that each member of the Staff will be bound to the terms of this Agreement.

6. Withholding, Taxes and Benefits: The Independent Contractor will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for payments to the Staff, if any. The Independent Contractor will also be responsible for all statutory insurance and other benefits required by law for the Independent Contractor and the Staff and all other benefits promised to the Staff by the Independent Contractor, if any.

7. Compliance with Government Regulations: Independent Contractor will at all times fully comply with all applicable state, county and municipal codes and regulations, and with all federal codes and regulations, including but not limited to, all regulations from the U.S. Department of Labor Occupational Safety and Health Organization (OSHA).

8. Independent Contractor Responsible for Furnishing Materials: The Independent Contractor will be solely responsible for furnishing all tools, materials, or other equipment required to perform the Services pursuant to the terms of this Agreement. All machines, food preparation equipment and shelving installed by the Independent Contractor pursuant to this Agreement and their contents will at all times remain the property of the Independent Contractor. Notwithstanding the foregoing provisions, the Independent Contractor will not install any equipment or shelving on the City's property without first obtaining the consent of the City as to placement of such equipment.

9. Property and Casualty Insurance: INDEPENDENT CONTRACTOR IS HEREBY ADVISED TO OBTAIN PROPERTY AND CASUALTY INSURANCE TO PROTECT ITS PROPERTY AND INTERESTS. Independent Contractor will at all times be solely responsible for carrying such Property and Casualty Insurance as Independent Contractor deems necessary to protect its interests, including losses to Independent Contractor's property of any nature. Independent Contractor acknowledges that City has no obligation to provide coverage for any losses to the Independent Contractor's property, and releases the City from all damages or losses which it might sustain as a result of any such losses or damages.

10. Public Liability Insurance: Independent Contractor will maintain product and complete operational liability insurance in the amount of \$1,000,000.00 with insurance underwriters authorized to do business in the State of Missouri and approved by the City. Independent Contractor will furnish City with a certificate from the insurance carrier showing the insurance to be in full force during the entire term of this Agreement or will deposit with City copies of the policy. The policy or certificate will contain a provision that written notice of cancellation or of any material change in the policy by the insurer shall be delivered to City twenty (20) days in advance of the effective date.

11. Independent Contractor May Provide Services to Others: Nothing in this Agreement will preclude the Independent Contractor from at any time performing work or services to third parties other than the City.

12. Relationship Between City and Independent Contractor: During the term of this Agreement, and unless expressly determined otherwise in writing executed by the City, the Independent Contractor and their Staff, if any, shall at all times be and be deemed to be independent contractors of the City. Neither the Independent Contractor nor any of his Staff is an employee or agent of the City for any purpose whatsoever, and shall not be entitled to paid vacation days, sick days, holidays or any other benefits provided to City employees. The Independent Contractor agrees that no income, social security or other taxes or amounts shall be withheld or accrued by the City for the Independent Contractor's benefit or for the benefit of Staff and no statutory insurance shall be written by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. Neither the Independent Contractor nor any of the Staff will, under any circumstances, have any authority to act for or to bind the City or to sign the name of the City or to otherwise represent that the City is in any way responsible for Independent Contractor's acts or omissions. Neither the Independent Contractor nor Staff has or have any authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding upon the City. It is anticipated that the Independent Contractor will perform services as an independent contractor, employee, officer or director for parties other than the City during the Term.

13. Indemnification: The Independent Contractor will be responsible for the death or injury to the Independent Contractor or of any of the Independent Contractor's Staff, while in the performance of service of the terms of this Agreement. Additionally, the Independent Contractor will indemnify, defend, and hold the City harmless in respect to all losses, claims, causes of action, judgments, or expenses of any kind, including reasonable attorney fees and costs, arising in any way from any action or conduct of the Independent Contractor or their Staff, if any, while providing services to the City during the term of this Agreement.

14. Termination of Agreement and Subsequent Remedies: A breach of this Agreement will occur if any party fails to observe and perform any provision or agreement herein; and either party may terminate this agreement immediately upon a breach of this Agreement by the other party. Additionally, either party hereto may terminate this Agreement for any reason, and without recourse from the other party, by providing sixty (60) days' written notice to the other party.

15. Notices: Any notices authorized or required to be given hereunder may be personally delivered to the person or persons whose names appear below, or by depositing the same in the United States mail, postage fully prepaid, certified, return receipt requested, and if intended for the City addressed as follows:

City of Bolivar
ATTN: City Administrator
P.O. Box 9
Bolivar, Missouri 65613

and if intended for the Independent Contractor addressed as follows:

Fritz N Fudds Fun Foods Concessions and Vending, LLC
ATTN: Larry Froelich
230 S. Oakland
Bolivar, MO 65613

Either party will notify the other party as soon as is practicable upon the change of address for notification purposes. If properly addressed and mailed pursuant to the terms of this paragraph, delivery of notices will conclusively be deemed to have been made two days after mailing.

16. Assignment: Independent Contractor will not assign this Agreement without the prior written consent of the City, which consent may be withheld for any reason or no reason at all.

17. Waiver: All parties to this Agreement agree that the failure of any party to this Agreement to strictly enforce any term of this Agreement will not ever result in a waiver of such party to subsequently enforce the conditions of this Agreement.

18. Severability: In the event that any provision, paragraph, sub-paragraph, or sentence of this Agreement is declared to be invalid for any reason, it will not affect the validity of any other provision of this Agreement, and all other provisions, paragraphs, sub-paragraphs, and sentences will remain in full force and effect.

19. Complete Agreement: It is agreed and understood by all parties to this Agreement that this instrument constitutes the entire agreement between the parties, and that the terms and provisions of this Agreement are contractual and not mere recitals. No additional promises, agreements, and conditions have been entered into other than those expressly set forth in this Agreement. This Agreement may not be modified or amended without the written, signed consent of all parties to this Agreement.

20. Choice of Law and Venue: This instrument will be construed and enforced under the laws of the State of Missouri. Any Dispute Resolution or legal action arising hereunder will be handled in Polk County, Missouri, and all parties consent to the venue of such Court.

21. No Third-Party Beneficiaries: There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.

22. Binding Effect: This Agreement will be binding upon and will inure to the benefit of the City, and their respective successors and assigns, and upon the Independent Contractor, and their heirs, personal representatives, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

THIS IS A BINDING LEGAL DOCUMENT. BEFORE SIGNING BELOW, THE PARTIES TO THIS AGREEMENT DECLARE THAT THEY ARE OF SOUND MIND AND ARE OTHERWISE LEGALLY CAPABLE OF ENTERING INTO THIS AGREEMENT, THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, AND THAT THEY FULLY UNDERSTAND ALL OF THE TERMS CONTAINED HERIN.

City of Bolivar, Missouri

Mayor

DATE

ATTEST

City Clerk

DATE

Signature of Independent Contractor, or Independent Contractor's Agent

Fritz N Fudds Fun Foods Concessions
and Vending, LLC
By, Larry Froelich, Owner

DATE

Social Security / EIN Number

Telephone Number

ORDINANCE COVER SHEET

Bill No. 2015-12

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN
AGREEMENT WITH U-LINK, LLC, FOR LEASE OF WATER TOWER SPACE
FOR WIRELESS INTERNET EQUIPMENT.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

Bill No. 2015-12

Ordinance No. _____

“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH U-LINK, LLC, FOR LEASE OF WATER TOWER SPACE FOR WIRELESS INTERNET EQUIPMENT.”

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City does hereby authorize entering into an agreement with U-Link, LLC, for the lease of water tower space for wireless internet equipment; with such agreement terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

John F. Best, Mayor

ATTEST:

Natalie Scrivner, City Clerk

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between **the City of Bolivar, Missouri**, (hereinafter referred to as "Landlord") and **ULink, LLC** (hereinafter referred to as "Tenant," whether one or more. If the Tenant is more than one person or entity, then each is jointly and severally liable for the terms of this Agreement).

PURPOSE: The purpose of this Agreement is to obligate the Landlord to lease to the Tenant use of certain property as identified herein, and to do so in accordance with the terms herein, and to obligate the Tenant to compensate the Landlord for use of the property in accordance with the terms herein, and to establish the Landlord's and Tenant's respective obligations to one another with respect to the lease of said property.

LANDLORD AND TENANT MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

1. Property to be Leased: Landlord hereby grants Tenant, pursuant to the further terms of this Agreement, the right to install equipment necessary to provide Fixed Wireless Internet Service upon water towers controlled and owned by Landlord (hereinafter sometimes referred to as the "Subject Property"). The Landlord will exclusively control the location of the placement of the equipment upon and around the water towers and the Tenant will not install or otherwise place any equipment or other item without the prior approval of the City's Director or Public Works as to the location and placement of equipment or other items.

The parties acknowledge that the "equipment" necessary to provide Fixed Wireless Internet Service may include the installation of one (1) building structure on the ground at the base of the water tower site to house other necessary items of Tenant's property. In addition to the Landlord's right to control the location and placement of equipment, the Landlord must approve all specifications of any building structure to be placed at the Subject Property prior to its placement or construction.

2. Term of Lease: This Agreement will extend **Five** years at the will of the parties and this Agreement may be terminated by either party upon thirty (30) days written notice to the other party prior to the end of the term, without recourse. Upon the termination of this Agreement, Tenant will remove with all diligence all equipment, personal property and fixtures so placed upon the Subject Property during the term of the Agreement. Tenant will further restore the Subject Property to a condition that meets or exceeds the condition of the Subject Property prior to the commencement of the Agreement. In the event that the Tenant agrees to terms with its customers for internet services that extend past thirty (30) days at any given time, the Tenant hereby expressly assumes all risk associated with its separate agreements with its customers; and the Tenant will hold the Landlord harmless and will indemnify the Landlord for all costs, including reasonable attorney fees, for any liability whatsoever in the event that the termination of this Agreement by either party causes the Tenant to breach any separate agreement with any one or more of its customers.

3. Rent: Tenant will pay to Landlord, in advance of or on the first day of each month during the term of this Agreement, base rent in the sum of Three hundred and no/100s Dollars (**\$ 300.00**) per month per asset. Rent will be prorated for any partial month during this Agreement. Rental payments should be personally delivered or mailed to the Landlord at the Bolivar, Missouri City Hall. Checks and Money Orders should be made payable to the City of Bolivar, Missouri. **The date of payment of Rent will be the date of actual receipt by Landlord, and NOT on the date of post-mark.**

In addition to base rent, the Subtenant agrees to pay **additional rent** as follows:

- a. Increased Rent for Past Due Payments. Rent payments that have not been received in full by

Landlord within ten (10) days of the due date herein provided are delinquent, and Tenant covenants and agrees to pay an additional \$5.00 per day for each day that rent is not paid after the 10th day from the due date.

- b. Returned Check Charge. Tenant agrees to pay as additional rent a \$40.00 charge per check in the event that any check delivered by Tenant as payment is returned unpaid.

4. Landlord's Covenants: Landlord hereby covenants as follows:

- a. Ownership of the Subject Property: Landlord covenants and warrants that they are the sole owner of the Subject Property; that they have good right to lease and same; that the premises are free and clear of all liens and encumbrances except *encumbrances of record*; and that they will indemnify and hold the Tenant harmless from all costs, expenses or damages incurred as a result of claims or demands against the Tenant or the leasehold estate.
- b. Maintenance and Repairs: Landlord will be responsible for all maintenance and repairs associated with the water tower; except that, Landlord will not be responsible for any maintenance regarding the upkeep or repair of Tenant's equipment or other personal property at the Subject Property. Landlord may also seek reimbursement, at its option, for any maintenance and repairs on the Subject Property caused by Tenant's use of the same, minus normal wear and tear.
- c. Authorized Use of Premises: Landlord covenants that the Subject Property is properly zoned for the Tenant's intended use thereof as set forth in this Agreement; and that there are no restrictive covenants which would prevent or impair such intended use.
- d. Property and Casualty Insurance: Landlord will maintain such property, casualty and liability insurance premiums on the property as it deems necessary to protect its interests. Landlord will have no obligation to insure any property belonging to the Tenant in any way.

5. Tenant's Covenants: Tenant hereby covenants as follows:

- a. Payment of Rent: Tenant will pay all rental amounts to Landlord when due as provided for in this Agreement.
- b. Maintenance, Upkeep, and Repairs: Tenant will provide all maintenance and repairs to its property of any kind as needed to provide its services. Tenant will, at the option of the City, be responsible for the costs of any maintenance and repairs to the Subject Property to the extent that such maintenance and repairs are caused by Tenant or its employees, subcontractors, or agents related to the Tenant's use of the Subject Property, minus normal wear and tear associated with such use.
- c. Property and Casualty Insurance: **TENANT IS HEREBY ADVISED TO OBTAIN PROPERTY AND CASUALTY INSURANCE TO PROTECT ITS PROPERTY AND INTERESTS.** Tenant will at all times be solely responsible for carrying such Property and Casualty Insurance as Tenant deems necessary to protect its interests, including losses to its property of any kind. Tenant acknowledges that Landlord has no obligation to provide coverage for any losses to the Tenant's property, and releases the Landlord from all damages or losses which it might sustain as a result of any such losses

or damages. Landlord shall in no way, nor under any circumstances be responsible for any property belonging to Tenant, its officers, agents, employees, licensees and invitees which may be stolen, destroyed or in any way damaged, and Tenant hereby indemnifies and holds harmless Landlord, its officers, agents and employees from and against any and all such claims except to the extent that such loss is caused by or contributed to by Landlord.

- d. Liability Insurance: Tenant must carry liability insurance for the benefit of both Tenant and Landlord in the minimum amount of One Million Dollars (\$1,000,000.00) for injuries or death to person, or damage to property, arising out of any one incident, and One Million Dollars (\$1,000,000.00) aggregate liability. Both parties must be named as insureds under said policy, which must be written by an insurance company licensed in the State of Missouri, and which the Landlord reasonably approves. Landlord must be furnished with a duplicate policy, or with a certificate of insurance. This policy must contain a provision that prohibits cancellation without giving Landlord at least thirty (30) days advance written notice. Tenant and Landlord each hereby release and relieve the other, and waive their entire right of recovery against the other, for direct or consequential loss or damage arising out of or incident to the perils covered by property insurance carried by such party, whether due to the negligence of Landlord or Tenant or their agents, employees, contractors and/or invitees. If necessary all property insurance policies required under this Lease will be endorsed to so provide.
- e. Compliance with Worker's Compensation Laws: If applicable to its use of the Subject Property, Tenant will comply with all workers' compensation and labor laws; and Tenant will be responsible for providing all applicable, necessary and adequate employer worker's compensation insurance.
- f. Use of Subject Property: The parties acknowledge that Tenant will use the Subject Property in connection with providing Fixed Wireless Internet Service to the public. The Tenant will not use the Subject Property for any other uses without the prior written consent of the Landlord. The Subject Property will, in all events, be used in strict compliance with all applicable zoning and subdivision regulations, and with all restrictive covenants, if any. Tenant will not use the Subject Property for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous substance, chemical, thing, or device unless such use is approved in advance by the Landlord in writing.
- g. Compliance with Applicable Laws: Tenant will not use the Subject Property in violation of any Federal, State or Local/Municipal environmental statute, ordinance, rule or regulation, nor will it permit the Subject Property to be so used. In addition, Tenant's use and possession of the Subject Property will comply with all other Federal, State or Local/Municipal statutes, ordinances, rules and regulations now in effect or as may be enacted subsequent to the execution of this Agreement, including all ordinances of the City of Bolivar, all rules and regulations of the police, fire and health departments. Tenant will be absolutely liable for and will indemnify Landlord for all claims, demands, causes of action, damages, costs and expenses (including Landlord's reasonable attorney's fees and all penalties, fines, and clean up costs) incurred or paid by the Landlord as a result of Tenant's actual or alleged violation of any environmental or other Federal, State or Local/Municipal law, rule or regulation arising in connection with Tenant's use or possession of the Subject Premises.

- h. Liens: Tenant agrees to pay promptly for any work done by Tenant (or material furnished for such work) in or about the Subject Property, and Tenant shall not permit or suffer any lien to attach to the Subject Property and shall promptly cause any such lien, or any related claim to be released; provided, however, that in the event Tenant contests any such lien, Tenant agrees to indemnify Landlord and, if requested, to deposit with Landlord cash or a surety bond in form and company satisfactory to Landlord in an amount equal to twice the amount of such contested claim.
- i. Condition of Property and Return of Property: Tenant acknowledges that they have had the opportunity, prior to the execution of this Agreement, to inspect the Subject Property. Except for any defects in the Subject Property, if any, that have been put in writing and signed by the Tenant on or before the date of this Agreement, and attached hereto as an addendum to this Agreement, the Tenant acknowledges that the Subject Property is in good condition and repair. At the termination of this Lease, Tenant will return the Subject Property in as good condition and repair as when received, excepting only usual and ordinary wear and tear. Any damages caused by the erection, use or removal of trade fixtures or equipment will be repaired at the sole cost and expense of the Tenant, and Tenant hereby assumes responsibility for such costs and expenses.
- j. Structural Alterations: Tenant shall make no structural alterations to the Subject Property.

6. Non-Exclusivity of Rights: This Agreement does not grant and shall not be construed as granting to the Tenant the exclusive right to the use of the Subject Property for providing high speed internet services or hosted VOIP services, and Landlord reserves the right to permit other vendors or providers of service the right to provide the same or additional services to those provided by Tenant.

7. Indemnification – Liabilities and Losses: Tenant hereby indemnifies Landlord against all liability, loss, cost, damage, or expense sustained by Landlord, including attorney's fees and all expenses of litigation, arising prior to termination of the lease term and delivery to Landlord of possession of the Subject Property for the following reasons:

- a. On account of or through the use of the Subject Property or improvements or any part thereof by Tenant, or by anyone acting by or under the actual or purported authority of the Tenant, inconsistent with the provisions of this Lease;
- b. Arising out of, or directly or indirectly due to any failure of Tenant in any respect to promptly and faithfully satisfy Tenant's obligations under this lease;
- c. Arising out of, or directly or indirectly due to, any accident or other occurrence causing injury to any person or persons or property resulting from the use of the Subject Property and improvements or any part thereof; or
- d. For which the Subject Property and improvements or any part thereof may hereafter without fault by Landlord become liable or foreclosed upon, and especially, but not exclusively, any such liability, loss, cost, damage, or expense that may arise under any statutory or common law, ordinance, or regulation, including those relating to liens and charges which may at any time be set up or asserted against the Subject Property, arising from any actual or alleged act, conduct or omission of the Tenant.

8. Right of Entry - Landlord: Landlord, through its duly authorized representatives, shall have the full and unrestricted right to enter the Subject Property at any time and to use the same for any purpose whatsoever.

9. Right of Entry – Tenant: Tenant, through its duly authorized representatives, will have the right to enter the Subject Property as needed to install approved equipment and to make necessary repairs or maintenance to Tenant’s property and equipment. However, prior to any entry on the Subject Property, the Tenant will notify the Landlord of the date and time of each such entry; and the Landlord, through its duly authorized representatives, will have at all times the option of being present at the Subject Property upon Tenant’s entry on each such occasion. The Landlord will not restrict the Tenant’s access to the Subject Property except for good cause, so long as the Landlord is notified of Tenant’s planned entry onto the Subject Property as provided for herein. Notwithstanding anything in this Agreement to the contrary, “notice” pursuant to this paragraph may be made in writing or via telephone, text, email, or other electronic means as the circumstances may require. The Landlord will provide the Tenant with appropriate contact information for purposes of compliance with the provisions of this paragraph.

10. Interference with Emergency Signals: In the event that any of the Tenant’s equipment causes interference with any emergency or governmental signals or transmissions (including but not necessarily limited to signals used or received by Landlord’s police department, fire department; or signals used or received by any other political subdivision, the State of Missouri or the Federal Government), the Tenant will take all necessary steps to abate such interference as soon as is practical. In the event that the Landlord, in its sole discretion, deems it necessary to disable Tenant’s signals or equipment for the purpose of immediate emergency signal interference abatement, then the Landlord may do so without liability to Tenant for any resulting losses or damages of any kind. The Tenant’s rent will be abated during any periods that Tenant’s equipment is disabled by reason of interference with emergency signals. In the event that the Tenant is ultimately unable to cure emergency signal interference, then either party may terminate this Agreement without recourse to the other party. The provisions of this paragraph will apply even if the Tenant’s equipment causes signal or transmission interference relating to an emergency or governmental signal or transmission placed into operation after the installation of Tenant’s equipment.

11. Damage to Subject Property: In the event the improvements which are a part of the Subject Property are damaged from an insured cause to such an extent that the same may be repaired within thirty (30) working days, the Landlord will cause the same to be repaired as soon as may be practical, and there will be adjustment in the base rent corresponding to the time, and to the extent to which, that the Subject Property is not usable, or not fully usable, for its intended purposes.

12. Abandonment of Property: If, upon the termination of this Agreement for any reason, the Tenant fails to remove its property from the Subject Property after the expiration of thirty (30) days from the date of termination, then Landlord may consider any personal property belonging to the Tenant and left on the premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

13. Costs, Expenses, and Attorney Fees: A party which is in default hereunder shall pay all of the non-defaulting party’s costs, expenses and attorney’s fees which are either incurred or paid to determine their rights hereunder, at law or in equity, to attempt to remedy any default, or to exercise any one or more of such party’s rights under this Agreement, or as otherwise granted to that party.

14. Notices: Any notices authorized or required to be given hereunder may be personally delivered to the person or persons whose names appear below, or by depositing the same in the United States mail, postage fully prepaid, certified, return receipt requested, and if intended for Landlord addressed as follows:

City of Bolivar

ATTN: City Administrator
P.O. Box 9
Bolivar, Missouri 65613

and if intended for Tenant addressed as follows:

ULink, LLC
PO Box 499
Sparta, MO 65753

Either party will notify the other party as soon as is practicable upon the change of address for notification purposes. If properly addressed and mailed pursuant to the terms of this paragraph, delivery of notices will conclusively be deemed to have been made two days after mailing.

15. Assignment and Sub-Leasing: Tenant shall neither assign this lease nor sublet the Subject Property without the prior written consent of the Landlord. Any unauthorized assignment or subletting of the Subject Property shall, at the option of the Landlord, be deemed a default. No permitted assignment or sub-lease shall relieve the Tenant of their obligation hereunder without the express written agreement of Landlord.

16. Waiver: All parties to this Agreement agree that the failure of any party to this Agreement to strictly enforce any term of this Agreement will not ever result in a waiver of such party to subsequently enforce the conditions of this Agreement.

17. Severability: In the event that any provision, paragraph, sub-paragraph, sentence, or clause of this Agreement is declared to be invalid for any reason, it will not affect the validity of any other provision of this Agreement, and all other provisions, paragraphs, sub-paragraphs, sentences, or clauses will remain in full force and effect.

18. Complete Agreement: It is agreed and understood by all parties to this Agreement that this instrument constitutes the entire agreement between the parties, and that the terms and provisions of this Agreement are contractual and not mere recitals. No additional promises, agreements, and conditions have been entered into other than those expressly set forth in this Agreement. This Agreement may not be modified or amended without the written, signed consent of all parties to this Agreement.

19. Authority to Execute: Each of the parties certifies and warrants to the other that this Agreement has been duly authorized by its governing board in the manner required by law.

20. Governing Law and Choice of Venue: This Agreement will be construed and enforced under the laws of the State of Missouri. All parties to this Agreement agree that the primary venue for any court proceeding of any nature that may arise for the enforcement of or collection pursuant to this Agreement will be in the County of Polk, in the State of Missouri, and all parties hereby submit to the jurisdiction of the courts of Polk County, Missouri as the venue for adjudication of any disputes arising from the enforcement of or collection pursuant to this Agreement.

21. Binding Effect: This Agreement will be binding upon and will inure to the benefit of the Landlord, and their respective personal representatives, successors, heirs and assigns, and upon the Tenant, and their heirs, personal representatives, successors and assigns.

THIS IS A BINDING LEGAL DOCUMENT. BEFORE SIGNING BELOW, THE PARTIES TO THIS AGREEMENT DECLARE THAT THEY ARE OF SOUND MIND AND ARE OTHERWISE LEGALLY

CAPABLE OF ENTERING INTO THIS AGREEMENT, THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, AND THAT THEY FULLY UNDERSTAND ALL OF THE TERMS CONTAINED HERIN.

IN WITNESS WHEREOF, this Agreement has been signed on the date or dates indicated opposite the signature of each party hereto.

City of Bolivar, LANDLORD

Date: _____

By: **John F. Best, Mayor**

ATTEST:

City Clerk

Ulink, LLC, TENANT

Date: _____

By: **Authorized agent for
Ulink, LLC**

(printed name of agent for Ulink, LLC)

ORDINANCE COVER SHEET

Bill No. 2015-14

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN
AGREEMENT WITH SERVICE ORIENTED AVIATION READINESS, INC., FOR
AIRPORT FIXED BASE OPERATIONS AND LEASE OF REAL ESTATE.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ **Aye; _____ Nay; _____ Abstain**

_____ **Approved by the Mayor on _____.**

_____ **Vetoed by the Mayor on _____.**

Board of Aldermen Vote to Override Veto on _____.

_____ **Aye; _____ Nay; _____ Abstain**

Bill Effective Date: _____.

“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO AN AGREEMENT WITH SERVICE ORIENTED AVIATION READINESS, INC., FOR AIRPORT FIXED BASE OPERATIONS AND LEASE OF REAL ESTATE.”

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City does hereby authorize entering into an agreement with Service Oriented Aviation Readiness, Inc., for fixed base operations services and the City Airport and lease of real estate; with such agreement terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

John F. Best, Mayor

ATTEST:

Natalie Scrivner, City Clerk

AVIATION SERVICES LEASE AND AGREEMENT

This Agreement made and entered into this ____ day of March, 2015 between the **City of Bolivar**, a municipal corporation of the State of Missouri, hereinafter referred to as the "Landlord", and **Service Oriented Aviation Readiness, Inc.**, hereinafter referred to as the "Tenant",

WITNESSETH:

WHEREAS, the Landlord owns the "Bolivar Municipal Airport" and the property located at 4476 Airport Drive, Bolivar, Missouri 65613, located in Polk County in the State of Missouri, hereinafter referred to as the "Airport"; and

WHEREAS, the Landlord desires to lease land and certain facilities to provide general aviation services at the Airport; and

WHEREAS, the Tenant has aviation experience and is qualified to provide such aviation services; and

WHEREAS, the parties have agreed to enter into a Aviation Services Lease and Agreement.

NOW, THEREFORE, in consideration of the rents, covenants and agreements herein contained, the Landlord and Tenant hereby mutually agree as follows:

ARTICLE I. LEASED PREMISES

THIS LEASE WILL SUPERCEDE AND REPLACE ALL PRIOR AGREEMENTS BETWEEN THE PARTIES REGARDING THE PROPERTY DESCRIBED HEREIN. Subject to all terms, covenants and conditions of this Agreement, the Landlord hereby leases and demises to the Tenant and the Tenant hereby hires and takes from the Landlord, that Premises located on the Airport as depicted on Exhibit "A" (hereinafter sometimes referred to as the "Airport"). Additionally, Landlord does hereby lease and demise unto Tenant, and Tenant does hereby take and hire from Landlord, certain real estate and improvements (the "Phillips Building") located at 4476 Airport Drive, Bolivar, Missouri 65613 (ALL of the foregoing property will collectively be hereinafter referred to as the "Subject Property").

ARTICLE II. LEASE TERM AND EARLY TERMINATION

A. General Lease Term Provisions: The initial term hereof shall be deemed to have started on January 1, 2015. Subject to the provisions below regarding the possibility of early termination, the Lease shall extend for a period of two (2) years thereafter. Subject to the provisions below regarding the possibility of early termination, Tenant shall have the option to renew this lease for one (1) additional term of two (2) years at the same rental and on the same terms and conditions as is herein provided. The Tenant covenants and agrees that at the expiration date of the term of this Agreement (whether original or extended), or at the earlier termination thereof, it will peaceably surrender possession of the Subject Property in good condition, reasonable wear and tear and acts of God, excepted. The Landlord shall have the right to re-enter and take possession of the Subject Property at that time with or without process of law.

B. Early Termination of Entire Agreement: Notwithstanding the foregoing provisions, either party to this Agreement may terminate this Agreement at any time prior to the expiration of the stated and then-current term, without recourse from the other party, by providing the other party with ninety (90) days advance written notice of such termination.

C. Early Termination Regarding "Airport": Notwithstanding the foregoing provisions, either party to this Agreement may terminate this Agreement with regards to the "Airport" property at any time prior to the expiration of the stated and then-current term, without recourse from the other party, by providing the other party with ninety (90) days advance written notice of such termination. In the event that this Agreement is terminated with regards to the Airport property only, this Agreement will remain in full force and effect with regards to the "Phillips Building" property, except that: (i) the provisions of Article V (regarding fuel consumption) will terminate with the use of the Airport; and (ii) the provisions of Article IX (Tenant's Covenants) that would in practice only be applicable to the Airport will terminate with the use of the Airport. Upon termination of this Agreement with respect to the Airport property only, the Rental amount will remain unchanged as provided for in Article III.

D. Early Termination Regarding the "Phillips Building": Notwithstanding the foregoing provisions, either party to this Agreement may terminate this Agreement with regards to the "Phillips Building" property at any time prior to the expiration of the stated and then-current term, without recourse from the other party, by providing the other party with ninety (90) days advance written notice of such termination. In the event that this Agreement is terminated with regards to the Phillips Building property only, this Agreement will remain in full force and effect with regards to the "Airport" property, except that the Rental amount will be reduced to One and no/100s Dollars (\$1.00) annually beginning with the month after Tenant's vacation of the Phillips Building property. Additionally, the Tenant's normal Rental amount of \$700.00 will be prorated for any partial month of tenancy at the Phillips Building property during the term of this Agreement.

ARTICLE III. RENTAL

In consideration of the lease of the improvements on Airport Drive (the "Phillips Building") and the other space herein provided Tenant hereby agrees to pay Landlord the sum of Seven-Hundred and no/100s Dollars (\$700.00) per month payable in advance upon the signing of this Agreement and on or before the 1st day of each month thereafter during the continuation hereof.

ARTICLE IV. USE OF SUBJECT PROPERTY

The Subject Property will be used for the purposes of: flying aircraft for charter and hire; providing flight and instruction ground school; the sale, leasing and repair of aircraft; the sale, storage, handling, financing and repairing of component parts and accessories for aircraft, aircraft engines, airmen's equipment, clothing accessories; and other uses normally related and incidental to the operation of a general aviation services operation. Activities not expressly authorized in this Article or elsewhere in this Agreement may not be undertaken by the Tenant upon the Subject Property without the prior written approval of the Landlord. This specifically includes, but is not limited to, skydiving either for demonstration, training or pleasure. Notwithstanding any of the

foregoing provisions, however, this Agreement does not authorize the Tenant to undertake any hangar rentals at the Airport for any hangars that are not under Tenant's possession and control.

ARTICLE V. FUEL SALES AND COMPENSATION

Subject to the limitations set forth in this paragraph, Landlord agrees to allow Tenant to provide and dispense aviation fuel at the Bolivar Municipal Airport as part of regular customer service provided to those requesting services; provided, however, that such activity will only be allowed so long as the Tenant's insurance certificate that names the Landlord as additional insured covers the activity of dispensing aviation fuel. Additionally, in consideration for the Tenant's services in providing and dispensing aviation fuel, the Tenant will retain the proceeds of the gross fuel sales on the following schedule (and based upon the percentage of non-corporate hangars occupied with paying tenants), with a portion of the proceeds from the gross fuel sales being paid to the Landlord in consideration for this Lease and the Landlord's efforts in having the municipal non-corporate airport hangars occupied with paying tenants that are likely to purchase fuel at the airport:

- On those dates wherein less than 75% of the City's habitable non-corporate airport hangars are leased with paying tenants, the Landlord will receive .25 cents per gallon from all gross aviation fuel sales, with Tenant retaining the remaining proceeds; and
- On those dates wherein between 75% and 84% of the City's habitable non-corporate airport hangars are leased with paying tenants, the Landlord will receive .20 cents per gallon from all gross aviation fuel sales, with Tenant retaining the remaining proceeds; and
- On those dates wherein between 85% and 94% of the City's habitable non-corporate airport hangars are leased with paying tenants, the Landlord will receive .15 cents per gallon from all gross aviation fuel sales, with Tenant retaining the remaining proceeds; and
- On those dates wherein 95% or more of the City's habitable non-corporate airport hangars are leased with paying tenants, the Landlord will receive .10 cents per gallon from all gross aviation fuel sales, with Tenant retaining the remaining proceeds.

Tenant will at all times keep accurate records regarding all fuel purchases and sales; and Tenant will allow the Landlord to inspect its accounting with regards to fuel purchases and sales upon request. In any event, it is anticipated that the Landlord will request monthly gross sales numbers for aviation fuel sales. Tenant will remit the Landlord's portion of the gross fuel sales to the Landlord on a monthly basis. The Tenant and its Staff will at all times be deemed to be independent contractors, and not Landlord's employees.

Notwithstanding any of the foregoing provisions, the Landlord retains the right to revoke the Tenant's authority to provide and dispense aviation fuel under this Agreement at any time, so long as the Landlord provides at least thirty (30) days advance written notice to the Tenant. In the event that the Landlord exercises its right to take control of the aviation fuel sales during the term of this Agreement; or upon the termination of this Agreement, the Landlord will compensate

the Tenant for the value of the remaining aviation fuel in the Landlord's fuel pumps/tanks (calculated as of the last date upon which Tenant has control over the aviation fuel dispensing) that Tenant has supplied at the recognized rate for aviation fuel as purchased from the fuel supplier.

ARTICLE VI. NOTICE OF RENEWAL

Tenant shall give Landlord notice of its intention to renew this Lease by not later than 120 days prior to the expiration of the initial term. Such notice shall be in writing, and must be delivered to the Mayor or City Administrator, or mailed, certified, return receipt requested, postage fully pre-paid, addressed as hereinafter provided. If properly addressed and posted, such notice shall be deemed delivered two days after mailing.

ARTICLE VII. UNICOM USE

Landlord now holds the Aeronautical Advisory Radio Station License now in use. Tenant shall be permitted the use of the frequencies and base radio located in the terminal facility.

ARTICLE VIII. LANDLORD COVENANTS

A. Condition of Subject Property: Landlord shall deliver possession of the Subject Property in good condition and repair, and cleaned of all trash, debris or wastes.

B. General Responsibilities: Landlord shall maintain and keep in repair the landing area of the airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard. Landlord has caused to be installed landing lights upon the field, and shall be responsible for the utility bill in regard to the landing lights, beacon light, security lights and storage hangar lights.

C. Maintenance and Repairs and Grounds: Landlord shall be responsible for:

1. Buildings: The roof of the Terminal/Hangar or other buildings, and the exterior if the cause for repairs is necessitated by structural conditions, *force majeure* or vandalism;

2. Equipment: All repairs or replacement to electrical, plumbing or HVAC if the cost of repairs is greater than Fifty Dollars (\$50.00) per occurrence;

3. Septic and Well System: Any septic or water system repairs necessitated by defective construction or materials, failure or contamination of the well, or failure of the pump, unless such conditions are caused by Tenant;

4. Snow Removal: To remove, to the extent it may do so with its available equipment, any snow or ice, except pedestrian area around and adjacent to the terminal building;

5. Mowing: Mowing the grounds of the airport property.

D. Covenants of Peaceful Possession: Landlord covenants and warrants that Tenant may peacefully hold and enjoy the Subject Property during the term hereof without any interruption by the Landlord, or any other person claiming by, through or under the Landlord, so long as the Tenant shall observe and perform the several covenants, provisions and conditions of this Lease; provided, however, that the Landlord, or its agents, shall have the right to inspect the Subject Property at reasonable times and intervals.

E. Equipment Inventory: Landlord agrees to maintain a current itemized inventory of all equipment and personal property owned by Landlord during the term of this Agreement. Incorporated in this inventory, under a separate heading, will also be any items that are considered to be "on loan" or otherwise under the control of the Landlord but not owned by the Landlord. Ownership of each item will also be noted in the inventory list. This document will be open to review of the Tenant in a timely manner during the term of this Agreement upon request.

**ARTICLE IX.
TENANT COVENANTS**

A. Condition of Subject Property: Tenant shall maintain the Subject Property at all times in a safe, clean, neat and attractive condition, and shall not permit the accumulation of any trash, paper, or debris on the Airport grounds or in the Airport buildings. Tenant will take immediate remedial action to clean-up the Subject Property under the control of Tenant if dirt, debris, trash or other unsightly or unhealthy conditions are observed by officers of the Landlord and brought to Tenant's attention. Tenant shall also repair all damages to the Subject Property caused by its employees, patrons (unless such damage is of a type covered by the City's Property and Casualty Insurance, in which event Landlord's liability shall be limited to the City's deductible), or its operation thereon. Tenant shall operate its service for the use and benefit of the public, without discrimination for any reason protected by the U.S. or State Constitutions, or by Federal or State laws or regulations, and shall furnish good, prompt and efficient services adequate to meet all reasonable demands for its service at the Airport.

B. Tenant's Responsibilities: Tenant shall be responsible for, but not limited to the following:

1. Utilities: All utilities on the Subject Property consumed by Tenant or its business patrons upon the Subject Property, including all utilities associated with the terminal building during the term of this Agreement, notwithstanding the City's limited use of office space as specified in Article IX(C) herein.

2. Janitorial: Janitorial services, providing janitorial supplies, window washing, rubbish, and trash removal;

3. Lights: Supply and replacement of light bulbs in and on all leased buildings, obstruction lights and replacement of all glass in building, including plate glass unless broken due to a *force majeure* or vandalism.

4. Petroleum Wastes: Maintain grease and/or petroleum waste interceptors within the FBO Hangar for the purposes of proper disposal of such waste;
5. Plumbing Stoppages: Cleaning of stoppages in plumbing fixtures, drain lines and septic system, subject, however, to the provisions of sub-paragraph "9." of this Paragraph "B";
6. Floor Coverings: Replacement of floor coverings as a result of any damage or deterioration caused by other than Tenant ordinary and usual use and occupancy of the Subject Property;
7. Doors: Maintenance of all building and overhead doors and door operating systems including weather stripping and glass replacement, but subject to the limitation provided in sub-paragraph "9." of this paragraph "B";
8. Building Interior and Exterior: The building interior, exterior maintenance, exterior repairs (other than the roof) necessitated by causes other than structural conditions or a *force majeure* or vandalism, including painting, repairing and replacement where such maintenance or repair is attributable to an act of the Tenant or its business invitees (unless such damage is covered by the City's Property and Casualty Insurance in which event Tenant's liability shall be limited to the deductible payable by the City under such policy);
9. General Repairs and Maintenance: Repair of equipment and utilities to include electrical, plumbing and HVAC; provided, that Tenant shall not be responsible for (i) any septic or water system repairs necessitated by defective construction or materials, failure or contamination of the well, or failure of the pump, unless such conditions are caused by Tenant; nor (ii) repairs or replacement of equipment or fixtures, if the cost thereof (after reduction for applicable warranties) exceeds Fifty Dollars (\$50.00) per occurrence. All repairs to electrical and mechanical equipment are to be made by licensed personnel. Other repairs are to be made by craftsmen skilled in the work done and who performs such work regularly as a trade. If Tenant determines that the estimated cost of repairs will exceed Fifty Dollars (\$50.00), it shall promptly so notify the Landlord's City Administrator or the Mayor, but shall not contract for such repairs without the prior written consent of authorized officers or boards of the Landlord;
10. Hours of Operation: Tenant will conduct business operations as follows: Tenant will operate from 8:00 a.m. to 5:00 p.m. Monday through Saturday and from 1:00 p.m. to 5:00 p.m. on Sunday, except on days when weather conditions create adverse aviation condition. When possible, Tenant will offer limited services and access to the Subject Property from daylight to dusk.
11. Consultation with City: Furnish advice to Landlord on maintenance of Airport and improvements to same;

12. Promote Growth: Promote the growth of the Airport, hangar leasing, and the use thereof by pilots and the owners or operators of aircraft;

13. Equipment: Furnish at its expense any and all equipment necessary for the efficient, expeditious and complete performance of these services;

14. Phone: Maintain a phone for the public's use and city personnel, subject to the payment of reasonable fees for long distance calls;

15. Restaurant: At Tenant's option, for all or any part of the duration of the Agreement term, Tenant may provide restaurant facilities open to the general public during normal operating hours and may, at its option, provide quality prepared foods for all or any combination of breakfast, lunch, and dinner; and breakfast on Monday through Friday may be of a self-serve, continental type. Food service may, at Tenant's option, be provided by sub-contract without further approval by the Landlord, but Tenant will be responsible for the quality and hours of food service. Furthermore, any third party under sub-contract pursuant to this paragraph will be considered to be, for purposes of this Agreement, "Staff" subject to the terms of Article XIX of this Agreement.

16. Mechanic: Keep an AP or AI qualified mechanic on duty during normal duty hours for at least 40 hours per week.

C. Provide Limited Office Space for City: Tenant will provide one office in the Subject Property for the City's use in maintaining its independent obligations with regards to the Airport's activities. The Tenant will make the office space supplied to the City available to the City and its employees/personnel at all times, twenty-four (24) hours per day, seven (7) days per week.

ARTICLE X. WASTE

Tenant covenants and agrees that it will not make or suffer any waste of the Subject Property. Tenant further covenants and agrees that it will not make any material structural alterations or additions to said Subject Property except as may be approved in advance, in writing, by the City Administrator, or the full Board of Alderman for the City of Bolivar.

ARTICLE XI. SIGNS

Tenant may, at its own expense, with prior written approval by the Landlord, install signs indicating Tenant's business (which consent the Landlord shall not unreasonably withhold or delay). Tenant agrees to reimburse Landlord for any damage or injury to the Subject Property resulting from the installation, maintenance or removal of any such signs.

ARTICLE XII. RESERVATION OF RIGHTS

Landlord reserves the right:

1. Further Development: To further develop or improve the landing area and all publicly owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of Tenant, and without interference or hindrance;

2. Protection of Approaches: To take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Tenant from erecting, or permitting to be erected, any building or other structure on the Airport which in the opinion of Landlord would limit the usefulness of the Airport or constitute a hazard to aircraft;

3. Assume Control: During any time of war or national emergency to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

4. Minimum Standards and Rules, Regulations: To implement and amend at any time a set of minimum standards for aeronautical services at the Airport, along with formal Airport rules and regulations. The Tenant will at all times comply with all minimum standards, rules, and regulations put into place by the City, whether implemented or amended prior to or at any time during the term of this Agreement.

ARTICLE XIII. NON-EXCLUSIVITY OF RIGHTS

This Agreement does not grant and shall not be construed as granting to the Tenant the exclusive right to provide aeronautical services at the Bolivar Municipal Airport, and Landlord reserves the right to permit other vendors or providers of service the right to provide the same or additional aeronautical services to those provided by Tenant. However, no additional services will be permitted if the rights granted would unreasonably interfere with the Tenant's ability to perform its duties hereunder, nor on terms that are more favorable than those required of Tenant hereunder.

ARTICLE XIV. ASSIGNMENT AND SUB-LEASING

Tenant shall neither assign this lease nor sublet the Subject Property without the prior written consent of the Landlord; provided, that the Tenant may provide rental space for (i) overnight storage of airplanes in the hangar area of the Subject Property and "value added" leases to tenants for permanent storage of airplanes. Tenant shall not, however, lease space for less than the prevailing rate charged by the Landlord for its existing or future T-Hangars; nor provide lease space without also providing significant additional services to the tenant; and (ii) Tenant shall also be permitted to assign this lease to a corporation, limited liability company or other entity created by and controlled by the Tenant at all times during the lease term, but only with Landlord's consent and so long as the purpose of such assignment is for business, liability protection or estate planning purposes. If so assigned, Landlord will be provided with a copy of such Assignment within five (5) business days after its execution. No such assignment shall relieve Tenant from its personal liability to the City for its obligations hereunder, nor from the responsibility to assure that the entity controlled by him complies in all respects with the terms and provisions hereof. Any unauthorized assignment or subletting of the

Subject Property shall be void *ab initio* and, in addition, shall be a default hereunder for which the City may, in its discretion and without further notice or right to cure, exercise its rights hereunder following .

In addition to the foregoing provisions, the Landlord will have the right to immediately terminate this Agreement at its option and without recourse upon a change in control of the Tenant Corporation. For purposes of this Agreement, a “change in control” of the Tenant Corporation means a change of more than fifty percent (50%) of the voting stock of the corporation from that which exists at the commencement of this Agreement. A “change in control” of the Tenant Corporation need not happen all at once; and it is contemplated that a “change in control” may be triggered over time as voting stock ownership changes in increments less than fifty percent (50%) from time to time. For purposes of this Article, the Tenant will disclose to the Landlord a current listing of current voting stock owners, along with their percentage share in the Tenant Company contemporaneously with the execution of this Agreement. During the term of this Agreement, the Tenant will have the duty to disclose any change or transfer of voting stock to the Landlord within ten (10) days of such change or transfer. In the event that the Tenant Corporation undergoes a change in control during the term of this Agreement and the Landlord, in its sole discretion, does not immediately terminate this Agreement; then in any event, the Landlord will thereafter (and for the remaining duration of this Agreement) have the right to terminate this Agreement, without recourse from the Tenant, by providing the Tenant with thirty (30) days advance written notice of such termination, notwithstanding the provisions of Article II(B).

**ARTICLE XV.
PROPERTY AND CASUALTY INSURANCE**

A. Property and Casualty Insurance: Landlord shall, at its sole cost and expense, cause all improvements at the Subject Property to be kept insured under a “all perils” form of policy with such coverage as it shall determine from time to time. Such policy will NOT cover Tenant’s leasehold improvements or personal property. Tenant shall have sole responsibility to insure or not insure those improvements and equipment as it deems appropriate.

B. Disposition of Insurance Proceeds: The proceeds of any such insurance paid on account of any of the above perils shall be used to defray the cost of repairing, restoring or reconstructing the improvements, as necessary, in the opinion of Landlord. In the case of loss, Landlord shall repair or restore the improvements as soon thereafter as may be practical.

**ARTICLE XVI.
PUBLIC LIABILITY INSURANCE**

A. Liability Insurance: Tenant shall, prior to the effective date of this Lease, provide the following insurance:

<u>TYPE</u>	<u>AMOUNT</u>
Hangar-keepers Liability	\$ 100,000.00
Product and Complete Operations Liability	\$1,000,000.00

B. Authorized Insurers: Tenant shall maintain the insurance with insurance underwriters authorized to do business in the State of Missouri and approved by Landlord. Tenant shall furnish Landlord with a certificate from the insurance carrier showing the insurance to be in full force during the entire term of this lease or shall deposit with Landlord copies of the policies.

C. No Cancellation/Change Without Notice: The policies or certificates shall contain a provision that written notice of cancellation or of any material change in the policy by the insurer shall be delivered to Landlord twenty (20) days in advance of the effective date.

D. Insureds: The policies or certificates shall name Landlord and its officers and employees as additional insureds.

E. Indemnity: Tenant shall indemnify and hold Landlord harmless from all claims, causes or actions, damages, costs and expenses (including reasonable attorney's fees and other costs of litigation) that may be asserted against or incurred by Landlord as a result of any actual or alleged negligent, careless, grossly negligent or intentional acts or omissions by the Tenant.

ARTICLE XVII. INDEMNIFICATION

Landlord shall stand indemnified by Tenant as herein provided. Tenant is and shall be deemed to be an independent contractor and operator responsible to all parties for its own acts or omissions (or that of its agents or employees), and Landlord shall in no way be responsible for those acts or omissions. Landlord shall have no control or the manner or means of operations of the fixed based operations, including but not limited to aircraft repair, flying lessons, or charter services. Tenant covenants and agrees to indemnify and defend, at its expense, Landlord, its officers, agents, servants or employees from and against any and all claims or suits for damages or injury, including death, to any and all persons or property, of any character, arising out of or incident to the leasing, use, occupancy, or maintenance of the Subject Property by Tenant, its officers, agents, employees, patrons, contractors, subcontractors, licensees or invitees, or arising out of any of the aeronautical services offered to the public by Tenant. Tenant assumes all liability and responsibility of Landlord, its officers, agents, servants, and employees for any and all claims or suits for damages or injuries, including death, to any and all persons or property, of whatsoever kind or character, whether real or merely asserted, occurring during the term of this lease in connection with the use, occupancy or maintenance or the Subject Property by Tenant, its officers, agents, employees, patrons, contractors, subcontractors, licensees or invitees, or the aeronautical services provided or offered to be provided by Tenant to the public. All liability policies of insurance procured by Tenant shall contain full coverage for indemnity claims.

ARTICLE XIX. GENERAL CONDITIONS

A. Cleanliness: Tenant agrees to maintain and police the area in order to keep the Subject Property in a clean and sanitary condition desirable for use by the general and flying public. In this connection, Tenant shall permit Landlord, through its duly authorized representatives, to make inspection of the Subject Property at any time so as to determine compliance with this provision in particular, and this Lease in general.

B. Right of Entry: Landlord, through its duly authorized representatives, shall have the full and unrestricted right to enter the Subject Property herein leased for the purpose of doing any and all things with reference thereto which Landlord is authorized or required to do under the terms of this Agreement or which may be deemed necessary for the proper conduct and operation of the Airport.

C. Compliance with Laws: Tenant covenants and agrees to comply with all lawful laws, federal, state and local, including all ordinances of the City of Bolivar, all rules and regulations of the police, fire and health departments, all rules and regulations established by the City Administration for the operation of said Airport, and all rules and regulations adopted by the Board of Aldermen pertaining to the conduct of the Airport as such laws, rules and regulations exist or may hereafter be amended or adopted.

D. Non-Responsibility of Landlord: Landlord shall in no way, nor under any circumstances be responsible for any property belonging to Tenant, its officers, agents, employees, licensees and invitees which may be stolen, destroyed or in any way damaged, and Tenant hereby indemnifies and holds harmless Landlord, its officers, agents and employees from and against any and all such claims except to the extent that such loss is caused by or contributed to by Landlord.

E. Method of Performing Services: The Tenant will generally determine the method, details and means of performing the duties provided for pursuant to this Agreement; and it is acknowledged that the Landlord's primary concern is the results of the services, and not necessarily the methods used to accomplish such work. As such, unless the nature of the services and duties themselves dictates otherwise, the Landlord will not require the Tenant to keep set work hours for the purpose of completing the duties outlined in this Agreement in addition to those otherwise provided for in this Agreement, and the Tenant will be free to follow their own pattern of work routine and scheduling in performing the duties outlined in this Agreement.

F. Tenant's Staff: In the event that the Tenant decides to use staff or other parties to complete the services and duties, and covenants provided for in this Agreement, then the Tenant will be responsible for supplying their own support staff, if any. Any and all personnel hired by the Tenant, as employees, consultants, agents or otherwise (collectively and hereinafter referred to as "Staff") shall be the sole responsibility of the Tenant. The Tenant will inform all Staff in writing at the time that such Staff are hired by the Tenant that such Staff are not employees of the Landlord and that the Landlord has no present or future obligation to employ such Staff or provide such Staff with any compensation and/or employment benefits. The Tenant will be solely responsible for the acts of such Staff and the Staff will conduct their activities at the Tenant's risk, expense and supervision. The Tenant warrants and covenants that the Staff will be subject to all of the obligations applying to the Tenant pursuant to this Agreement.

G. Withholding, Taxes and Benefits: The Tenant will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for payments to the Tenant's employees and shareholders, if any. The Tenant will also be responsible for all statutory insurance and other benefits required by law for the Tenant and its employees and shareholders and all other benefits promised to the Staff by the Tenant, if any. The Tenant shall provide the Landlord with a completed W-9 form. Tenant will carry workers' compensation insurance coverage for its employees and shareholders to the extent required by law and will provide the Landlord with proof of coverage at all times during the term of this Agreement.

H. Tenant May Provide Services to Others: Nothing in this Agreement will preclude the Tenant from at any time performing work or services to third parties other than the Landlord, with the understanding that the Tenant has agreed to perform the services and duties outlined herein to the Landlord as mutually agreed herein, and that the Tenant will give priority to the Landlord in performing its obligations pursuant to this Agreement.

I. Relationship Between Landlord and Tenant: In addition to all foregoing provisions of this Article, all parties agree and acknowledge that during the term of this Agreement, and unless

expressly determined otherwise in writing executed by the Landlord, the Tenant and their Staff, if any, shall at all times be and be deemed to be independent contractors of the Landlord when performing the services and duties pursuant to this Agreement. Neither the Tenant nor any of its Staff is an employee or agent of the Landlord for any purpose whatsoever, and shall not be entitled to paid vacation days, sick days, holidays or any other benefits provided to Landlord's employees. The Tenant agrees that no income, social security or other taxes or amounts shall be withheld or accrued by the Landlord for the Tenant's benefit or for the benefit of Staff and no statutory insurance shall be written by the Landlord on behalf of the Tenant or the employees of the Tenant. Neither the Tenant nor any of the Staff will, under any circumstances, have any authority to act for or to bind the Landlord or to sign the name of the Landlord or to otherwise represent that the Landlord is in any way responsible for Tenant's acts or omissions. Neither the Tenant nor Staff has or have any authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding upon the Landlord; and that nothing herein shall be construed as creating a partnership or joint enterprise between Landlord and Tenant.

J. Non-Exclusive Agreement: It is hereby agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right prohibited by Section 308 of the Federal Aviation Act of 1958, as amended, but all rights granted to others shall be subject to the provision of Article XIII.

K. No Unreasonable Pricing or Price Discrimination: Tenant agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each product or service; PROVIDED, that Tenant may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

L. Compliance with Regulations: Tenant, for itself, and its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that Tenant shall maintain and operate the leased facilities and provide fixed based operations services in compliance with all applicable requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

M. Civil Rights Compliance: Tenant, for himself, successors in interest, and assigns, as a part of the consideration hereof, does covenant and agree as a covenant running with the land that: (i) no person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities on the grounds of race, color, national origin or other class protected by the United States Constitution, the Constitution of the State of Missouri, any federal statutes or administrative regulations, any state states or administrative regulation, or under the ordinances or regulations of the City of Bolivar; (ii) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, color, national origin or other class protected by the United States Constitution, the Constitution of the State of Missouri, any federal statutes or administrative regulations, any state states or administrative regulation, or under the ordinances or regulations of the City of Bolivar ; (iii) that Tenant shall use the Subject Property in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

N. Affirmative Action Requirements: Tenant assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall

be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E on the grounds of race, creed, color, national origin, or sex. Tenant assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity described in this Lease. Tenant assures that it will require that its contractors and sub-contractors provide assurances to Tenant that they similarly will undertake affirmative action programs and that they will require assurances from its contractors or sub-contractors, as required by 14 CFR Part 152, Subpart E, to the same effect.

O. Subordination to Agreements with Federal or State Governments: This lease shall be subordinate to the provisions of any existing or future agreement between Landlord and the United States of America or the State of Missouri, or any agency of either, relative to the operation, development, or maintenance of the Airport

ARTICLE XX. DEFAULT BY TENANT

The Tenant shall be in default if it shall:

1. Non-Payment of Rent: Be in arrears in the payment of the whole or any part of the monthly rents for a period of ten (10) days after the time such payments become due.
2. Assignment for Creditors: Make a voluntary or involuntary assignment for the benefit of creditors.
3. Bankruptcy: File a voluntary petition in bankruptcy or be adjudged a bankrupt upon petition of creditors.
4. Abandonment of Subject Property: Abandon the Subject Property.
5. Other Breach: Fail to observe or perform any other provision or agreement hereunder, or is in violation of any covenant, and such violation shall continue for a period of ten (10) days following written notice thereof; provided, that if such violation is of such a nature that there is a significant risk of damage to the Subject Property, no written notice need to be given prior to declaring the Tenant in default and exercising the remedies granted Landlord hereunder or as may be provided by law.

ARTICLE XXI. REMEDIES FOR DEFAULT BY TENANT

A. Landlord's Remedies: In the event the Tenant shall default hereunder, Landlord may take any one or more of the following remedial actions:

1. Perform Tenant's Duties: Landlord may take any action, the duty of which is that of the Tenant hereunder, and, with or without declaring the lease in default, and without waiver of the Landlord's right to do so declare the Lease in default, charge the Tenant with all costs of taking that action, together with all lawful costs, charges, and expenses (including reasonable attorney's fees) which the Landlord may pay or incur in connection therewith; and for this purpose, the

Landlord shall have the full right of access to and temporary possession of the Subject Property in order to take any such action.

2. Terminate Lease: Landlord may terminate this Lease by giving written notice thereof and retake possession of the Subject Property and facilities by means of self-help or judicial process;

3. Re-Let: Landlord may re-take possession of the Subject Property and facilities using self-help or judicial procedures without terminating the Lease, re-lease the Subject Property and facilities at the best price and terms reasonably obtainable, and charge Tenant with the difference between the rent and other expenses payable by Tenant hereunder and those that it receives from the new tenant;

4. Other Remedies: Landlord may exercise any other remedy, which is provided at law, or in equity;

5. Duty of Tenant: If Landlord shall exercise its right to take possession of the Subject Property and facilities using self-help following a default by Tenant, Tenant agrees to not interfere with or in any manner seek to prevent the City obtain and retaining the full and peaceful possession thereof.

B. Non-Waiver of Rights: No failure to act by the Landlord following a default by the Tenant shall constitute a waiver of its right to do so at a later date if the default is not cured; nor shall the Landlord's forbearance in the case of a default waive its right to act in the event of a later default of the same, or of a different nature.

ARTICLE XXII. DEFAULT BY LANDLORD

Landlord shall be in default if there is a material violation of any covenant of this Lease, or shall fail to perform any act, or provide any maintenance, which is its obligation to provide hereunder, and such violation shall continue for a period of ten (10) days following written notice thereof to the Landlord.

ARTICLE XXIII. REMEDIES FOR DEFAULT BY LANDLORD

In the event of a material default by Landlord, Tenant may, at its option, either terminate this Lease by giving written notice of termination, or perform any act which is the obligation of the Landlord to perform, and may withhold the reasonable costs of performance from the rent until such costs have been fully re-cooped.

**ARTICLE XXIV.
MISCELLANEOUS PROVISIONS**

A. Delivery of Possession: At the expiration or termination of this Lease, Tenant agrees that it will give peaceful possession of the Subject Property in as good condition as they are at the commencement of this Lease, ordinary wear and tear excepted.

B. Non-Waiver of Rights: The failure of either party to require in any one or more instances strict performance by the other party or any of the provisions, terms, covenants, reservations, conditions or stipulations contained in this agreement shall not be considered as a waiver or relinquishment thereof for the future, but the same shall continue and remain in full force and effect, and no waiver by either party of any provision, term, covenant, reservation, condition or stipulation hereof shall be deemed to have been made in any instance unless expressed in writing by the other party.

C. No Brokerage Contracts: Tenant warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by Tenant for purposes of securing business. For breach of this warranty, Landlord shall have the right to annul this agreement without liability, or at its discretion to require Tenant to pay, in addition to the contract fee or other consideration, the full amount of such commission, percentage or contingent fee.

D. Payment of Costs: A party who defaults hereunder shall be liable to pay the non-defaulting party all costs incurred to remedy or to seek to remedy such default, including reasonable legal fees, expert fees and court costs.

E. Notices: Any notice required or authorized to be given under the Agreement shall be personally delivered to the Mayor or City Administrator of Landlord, or to the Tenant, or mailed certified, return receipt requested, postage fully pre-paid, and if intended for Landlord addressed to:

Mayor or City Administrator
City of Bolivar
P.O. Box 9
Bolivar, MO 65613

and if intended for Tenant addressed to:

Service Oriented Aviation Readiness, Inc.

Either party may change the mailing address to which notices are to be sent by giving written notice of such change. Any notice given by mail shall be deemed to have been delivered two (2) days after mailing, if properly posted and addressed.

F. Severability of Agreements: In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either Landlord or Tenant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this agreement.

G. Binding Effect: This agreement shall extend to and be binding upon the heirs, executors, administrators, trustees, successors, receivers, and assigns of the parties hereto.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the day and year first above written.

CITY OF BOLIVAR, MISSOURI

By: _____
Mayor

LANDLORD

ATTEST:

City Clerk

**as authorized agent for Service Oriented
Aviation Readiness, Inc.**

TENANT

CITY OF BOLIVAR
Approved Vendor List
2015

VEND NO.	NAME	CITY	STATE	ZIP
01-#1CE	#1 CHOICE ELECTRIC	SPRINGFIELD,	MO	65807
01-0201	A PLUS TRANSMISSIONS	FLEMINGTON,	MO	65650
01-0344	BOLIVAR EXPRESS	BOLIVAR,	MO	65613
01-0413	CITY OF BOLIVAR	BOLIVAR,	MO	65613
01-0763	FIREHOUSE	FORT ATKINSON,	WI	53538
01-0830	GREEN WATER RECYCLING	BOLIVAR,	MO	65613
01-0951	JOHNSTONE SUPPLY	SPRINGFIELD,	MO	65802
01-1135	MO SOUTHERN STATE UNIVERSITY	JOPLIN,	MO	64801
01-1162	MURPHY TRACTOR & EQUIP CO	CAROL STREAM,	IL	60197
01-1259	ULINE	PLEASANT PRAIRIE	WI	53158
01-1266	OMB GUNS	OLATHE,	KS	66062
01-1300	PUBLIC AGENCY TRAINING	INDIANPOLIS	IN	46241
01-1354	POLK CO CIRCUIT COURT CLERK	BOLIVAR,	MO	65613
01-1485	SBU WELCOME WEEK	BOLIVAR,	MO	65613
01-1493	MONTGOMERY SALES INC	MONTGOMERY CITY	MO	63361
01-1496	MO ANIMAL CONTROL ASSOC	ST PETERS,	MO	63376
01-1498	J'S T-SHIRTS & MORE	BOLIVAR,	MO	65613
01-1502	GREATER OZARKS EQUIPMENT	SPRINGFIELD,	MO	65807
01-1523	COMMERCE CARD	SPRINGFIELD,	MO	65802
01-1525	BLUE CROSS BLUE SHIELD	BIRMINGHAM,	AL	35236
01-1526	BLUE CROSS BLUE SHIELD	BIRMINGHAM,	AL	35236
01-1527	FLEXIBLE CORPORATE PLANS	OMAHA,	NE	68103
01-1548	KEELING FOUNDATION FOR KIDS	BOLIVAR,	MO	65613
01-1553	GOLF DIGEST	BOONE,	IA	50037
01-1554	SPRINGFIELD FIRE DEPARTMENT	SPRINGFIELD,	MO	65801
01-1555	DOJ/ OFFICE OF JUSTICE	WASHINGTON,	DC	20001
01-1562	SWMOCFOA	MARSHFIELD,	MO	65706
01-1566	SHERIFF'S RETIREMENT FUND	JEFFERSON CITY,	MO	65110
01-1574	SCOTT SALVAGE YARD LLC	HUMANSVILLE,	MO	65674
01-1581	BURNETT LAND SURVEYING	BOLIVAR,	MO	65613
01-1584	SOUTHWEST BAPTIST UNIVERSITY	BOLIVAR,	MO	65613
01-1599	SCHAEFFER MANUFACTURING CO	ST LOUIS,	MO	63179
01-1606	NEPTUNE TECHNOLOGY GROUP	ATLANTA,	GA	31193
01-1619	INSITUFORM TECHNOLOGIES US	DALLAS,	TX	75267
01-1645	TULSA GAMMA RAY	TULSA,	OK	74104
01-1671	TURFLINE, INC.	MOSCOW MILLS,	MO	63362
01-1700	APA ST. LOUIS METRO SECTION	EDWARDSVILLE,	IL	62025
01-1702	UTILITY SOLUTIONS ASSOCIATES	OLATHE,	KS	66062
01-1712	UNITED STATES TREASURY	OGDEN,	UT	84201
01-1807	WATCH HOUSE INTERNATIONAL	OZARK,	MO	65721

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VEND NO.	NAME	CITY	STATE	ZIP
01-A0203	ASSOCIATE CIRCUIT COURT	BOLIVAR,	MO	65613
01-A0204	ANTHEM BLUE CROSS/BLUE SHIELD	ATLANTA,	GA	30348
01-A0206	AC TROPHY	BOLIVAR,	MO	65613
01-A0207	ACS FIREHOUSE SOFTWARE	DALLAS,	TX	75320
01-A0211	ADVANCED AUTOMOTIVE REPAIR	BOLIVAR,	MO	65613
01-A0213	ACCURATE ELECTRIC INC	SPRINGFIELD,	MO	65803
01-A0214	ACTION TOWING & DETAIL	BOLIVAR,	MO	65613
01-A0215	ADVANCED AUTO BODY FRAME & GLASS	BOLIVAR,	MO	65613
01-A0218	ALL CREATURES ANIMAL CLINIC	BOLIVAR,	MO	65613
01-A0221	ALLIANCE PRINTING INC	RICHMOND,	MO	64085
01-A0223	ALLIED OIL & TIRE CO	OMAHA,	NE	68103
01-A0228	AMSTERDAM	AMSTERDAM,	NY	12010
01-A0234	AMERICAN TEST CENTER, INC	RIVER FALSS,	WI	54022
01-A0235	AMERICAN WATER TREATMENT	ST LOUIS,	MO	63130
01-A0237	ANDERSON LAW OFFICE	BOLIVAR,	MO	65613
01-A0239	ANIMAL CARE CLINIC	BOLIVAR,	MO	65613
01-A0240	APAC MISSOURI INC	OVERLAND PARK,	KS	66283
01-A0241	APPLIED CONCEPTS INC	DALLAS,	TX	75397
01-A0243	ASCAP	NASHVILLE,	TN	37203
01-A0245	ASH GROVE AGGREGATES INC	KANSAS CITY,	MO	64141
01-A0248	ATLAS SECURITY SERVICE INC	SPRINGFIELD,	MO	65804
01-A0251	AUTOZONE	ATLANTA,	GA	30368
01-A0252	AFFORDABLE TOWING	BOLIVAR,	MO	65613
01-A0265	A-1 TOOL, INC	BOLIVAR,	MO	65613
01-A0271	ARROWHEAD FORENSICS	LENEXA,	KS	66215
01-A1345	ALLSTATE BENEFITS	DALLAS,	TX	75265
01-A1384	ALL STAR PRO GOLF	SPENCER,	IA	51301
01-A1386	ANCHOR FENCE	SPRINGFIELD,	MO	65810
01-A1486	AMERICAN DATABANK LLC	DENVER,	CO	80202
01-A1489	A-1 STUFF-N-STORAGE	BOLIVAR,	MO	65613
01-A1561	ASSOCIATES IN SIGN LANGUAGE	NIXA,	MO	65714
01-A1565	APPLEGATE MASONRY	BOLIVAR,	MO	65613
01-A1568	ARTISAN BARN & BULDING SUPPLY	BOLIVAR,	MO	65613
01-A1711	ART SYNC	BOLIVAR,	MO	65613
01-A1736	ANTHEM BCBS	ST LOUIS,	MO	63103
01-A1737	XTREME MOWER CLUTCHES	BOCA RATON,	FL	33498
01-A1745	JESSE ANKROM, LLC	BOLIVAR,	MO	65613
01-B0113	BOLIVAR ATHLETIC BOOSTER	BOLIVAR,	MO	65613
01-B0305	BOLIVAR MUNICIPAL COURT	BOLIVAR,	MO	65613
01-B0306	BOLIVAR AREA CHAMBER OF COMMERCE	BOLIVAR,	MO	65613

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VEND NO.	NAME	CITY	STATE	ZIP
01-B0308	B&B WRECKER SERVICE LLC	BOLIVAR,	MO	65613
01-B0309	BILL'S FEED & FARM SUPPLY	BOLIVAR,	MO	65613
01-B0310	BLUE VALLEY PUBLIC SAFETY	GRAIN VALLEY	MO	64029
01-B0312	BOLIVAR DISCOUNT BUILDING	BOLIVAR,	MO	65613
01-B0314	BMI- BROADCAST MUSIC INC	NASHVILLE,	TN	37203
01-B0317	BUS ANDREWS TRUCK EQUIPMENT	SPRINGFIELD,	MO	65803
01-B0321	BROYLES PETROLEUM EQUIPMENT	SPRINGFIELD,	MO	65803
01-B03222	BOONES BARBECUE BARN	BOLIVAR,	MO	65613
01-B0323	BOSTON MUTUAL	BOSTON,	MA	2205
01-B0324	BOLIVAR CITY UTILITIES	BOLIVAR,	MO	65613
01-B0325	BOLIVAR SHEET METAL	BOLIVAR,	MO	65613
01-B0326	BOLIVAR READY MIX & MATERIAL	BOLIVAR,	MO	65613
01-B0331	BANKERS AGENCY INC	BOLIVAR,	MO	65613
01-B0334	BATES SALES	DALLAS,	TX	75354
01-B0335	BEHR DRY CLEANING	BOLIVAR,	MO	65613
01-B0336	BOLIVAR OFFICE EXPRESS LLC	BOLIVAR,	MO	65613
01-B0338	BERRY TRACTOR AND EQUIPMENT	DALLAS,	TX	75284
01-B0339	BOLIVAR FAMILY CARE CENTER	BOLIVAR,	MO	65613
01-B0340	BILL GRANT FORD	BOLIVAR,	MO	65613
01-B0341	BILL ROBERTS	BOLIVAR,	MO	65613
01-B0345	BOLIVAR FARMERS EXCHANGE	BOLIVAR,	MO	65613
01-B0347	BOLIVAR MEDICAL CENTER	BOLIVAR,	MO	65613
01-B0350	BLUE BOOK LAW	MANCHESTER	NH	3105
01-B0356	BLEVINS ASPHALT CONST CO	MT VERNON,	MO	65712
01-B0357	BIG SIGN AD COMPANY	BOLIVAR,	MO	65613
01-B1244	BWI-SPRINGFIELD, MO	SPRINGFIELD,	MO	65801
01-B1285	BOLIVAR R-1 SCHOOL DISTRICT	BOLIVAR,	MO	65613
01-B1289	BOLIVAR PET HOSPITAL	BOLIVAR,	MO	65613
01-B1394	BLADE SIGNS	BOLIVAR,	MO	65613
01-B1444	BOLIVAR ALARM & SECURITY SYSTEMS	BOLIVAR,	MO	65613
01-B1594	BATTERY OUTFITTERS INC	GOLDEN,	MO	65658
01-B1602	BOK FINANCIAL	KANSAS CITY,	MO	64112
01-B1658	AUTOMART RADIATOR	SPRINGFIELD,	MO	65802
01-B1683	BROWN'S TRACTOR & IMPLEMENT	BOLIVAR,	MO	65613
01-B1686	BINGHAM SAND & GRAVEL CO., INC	BAXTER Ssprings,	KS	66713
01-B1695	MARLAN BURKHART	NIXA,	MO	65714
01-B1699	BOUND TREE MEDICAL, LLC	DUBLIN,	OH	43016
01-B1727	BUFFALO AUTO GLASS	BUFFALO,	MO	65622
01-C0341	CHENEY'S MOWER PARTS	BOLIVAR,	MO	65613
01-C0401	C&C FARM & HOME SUPPLY	BOLIVAR,	MO	65613

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01-C0405	C&R AUTO GLASS	BOLIVAR,	MO	65613
01-C0407	CITIZENS MEMORIAL CLINICS	BOLIVAR,	MO	65613
01-C0409	CARROT TOP INDUSTRIES	HILLSBOROUGH,	NC	27278
01-C0410	CLEVER STONE INC	CLEVER,	MO	65631
01-C0416	CINTAS FIRST AID & SAFETY	CINCINNATI,	OH	45263
01-C0417	CREATOR DESIGNS	BOLIVAR,	MO	65613
01-C0429	CARL L. BLOMENKAMP, D.C.	Bolivar,	MO	65613
01-C0430	CARTER-WATERS	KANSAS CITY,	MO	64141
01-C0433	CHUCK'S AUTO SUPPLY	BOLIVAR,	MO	65613
01-C0434	CINTAS CORP #569	CHICAGO,	IL	60680
01-C0435	CITIZENS MEMORIAL HOSPITAL	BOLIVAR,	MO	65613
01-C0436	CMH HOME MEDICAL EQUIPMENT	BOLIVAR,	MO	65613
01-C0437	CMH EYE SPECIALTY CENTER	BOLIVAR,	MO	65613
01-C0438	CLERK OF THE SUPREMECOURT	JEFFERSON CITY,	MO	65102
01-C0439	CLINT WEBB'S BACKHOE SERVICE	BRIGHTON,	MO	65617
01-C0441	COMMERCE BANK- WWTP	ST LOUIS,	MO	63105
01-C0442	COMMERCE BANK- LOC	KANSAS CITY,	KS	64196
01-C0443	COMMERCE BANK	BOLIVAR,	MO	65613
01-C0444	COMMERCE BANK- CARDS	KANSAS CITY,	MO	64181
01-C0445	COMMERCE BANK- (941)	BOLIVAR,	MO	65613
01-C0446	COMMERCE BANK- WATER TOWER	ST LOUIS,	MO	63105
01-C0447	COMMERCE BANK - FIRE TRUCK	ST LOUIS,	MO	63105
01-C0448	COMMERCE BANK- 84 LUMBER	ST LOUIS,	MO	63105
01-C0449	COMMERCE BANK- HYDROVAC	ST LOUIS,	MO	63105
01-C0450	COMMERCE BANK- PHILLIPS BLDG	ST LOUIS	, M	O 63105
01-C0452	COUNCIL OF MICHIGAN FOUNDATION	GRAND HAVEN	MI	49417
01-C0454	CORPORATE BUSINESS SYSTEMS	SPRINGFIELD,	MO	65802
01-C0460	CRUMP TRUCK & TRAILER WORK	SPRINGFIELD,	MO	65801
01-C0462	CREATIVE PRODUCT SOURCING	SANTA MONICA,	CA	90403
01-C0464	COMMERCIAL TURF SERVICES LLC	CHILLICOTHE,	MO	64601
01-C0465	CITY OF SPRINGFIELD	SPRINGFIELD,	MO	65802
01-C0469	CONRAD FIRE EQUIPMENT INC	OLATHE,	KS	66061
01-C0471	COKER PLUMBING ELECTRIC	BOLIVAR,	MO	65613
01-C0472	CHARLES G ANKROM LLC	BOLIVAR,	MO	65613
01-C0474	CARTRIDGE WORLD	SPRINGFIELD,	MO	65804
01-C0475	CAPITAL SAND CO	JEFFERSON CITY,	MO	65101
01-C0478	CUMMINS MID-AMERICA INC	DES MOINES,	IA	50331
01-C0494	CATERPILLAR FINANCIAL SERVICE	NASHVILLE,	TN	37203
01-C0497	CLOYDS MUFFLER & AUTO REPAIR	BOLIVAR,	MO	65613
01-C0498	CERTIFIED LABORATORIES	CHICAGO,	IL	60673

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01-C1375	CUSTOM MFG & POLISHING INC	SPRINGFIELD,	MO	65808
01-C1376	CROWN PRODUCTS INC	TULSA,	OK	74121
01-C1377	CROWN POWER & EQUIPMENT	LANCASTER,	PA	17604
01-C1381	CREATIVE MANAGEMENT CONSULTS	MARSHALL,	MO	65340
01-C1412	CITY OF SPRINGFIELD FIRE DEPARTMENT	SPRINGFIELD,	MO	65801
01-C1419	CHEMICAL BROKERS, INC	SPRINGFIELD,	MO	65808
01-C1516	CLAYTON HOLDINGS, LLC	ST LOUIS,	MO	63105
01-C1517	CLEAR CREEK VEHICLES	SPRINGFIELD,	MO	65802
01-C1529	CNH CAPITAL	LANCASTER,	PA	17604
01-C1592	CARNAHAN-WHITE, LLC	SPRINGFIELD,	MO	65802
01-C1733	CFS CONSOLIDATED FLEET SERV	SEARCY,	AR	72143
01-C1755	CCP INDUSTRIES	RICHMOND HEIGHTS,	OH	44143
01-D0552	DCBC	BOLIVAR,	MO	65613
01-D0555	DATA FLOW	AMARILLO,	TX	79120
01-D0561	KPM CPA's	SPRINGFIELD,	MO	65804
01-D0568	DIVISION OF EMPLOYMENT SECURITY	JEFFERSON CITY,	MO	65104
01-D0570	DOKE PROPANE INC	BOLIVAR,	MO	65613
01-D0572	DIGITAL ALLY	KANSAS CITY,	MO	64141
01-D0573	DOUGLAS HAUN & HEIDEMANN PC	BOLIVAR,	MO	65613
01-D0577	DENNIS OIL CO	SPRINGFIELD,	MO	65802
01-D0583	DAVID'S HEATING & COOLING	BOLIVAR,	MO	65613
01-D0595	DELUXE CORPORATE HEADQUARTERS	SHOREVIEW,	MN	55126
01-D1243	DONELSON CONSTRUCTION COMPANY	CLEVER,	MO	65631
01-D1290	DOWNTOWN BOLIVAR ASSOCIATION	BOLIVAR,	MO	65613
01-D1438	DALLAS COUNTY CIRCUIT COURT	BUFFALO,	MO	65622
01-D1491	DALLAS COUNTY PROS OFFICE	BUFFALO,	MO	65233
01-D1531	SOUTHERN ENGINEERING	SPRINGFIELD,	MO	65802
01-D1561	MO DEPT OF PUBLIC SAFETY	JEFFERSON CITY,	MO	65102
01-D1572	DEREK MOFFETT	BOLIVAR,	MO	65613
01-E0651	ERA	GOLDEN,	CO	80403
01-E0653	ELLIOTT EQUIPMENT CO	GRIMES,	IA	50111
01-E0654	ED ROEHR SAFETY PRODUCTS	ST LOUIS,	MO	63179
01-E0655	ELKINS-SWYERS COMPANY, INC	SPRINGFIELD,	MO	65806
01-E0657	EMPIRE DISTRICT	KANSAS CITY,	MO	64121
01-E0658	ENVIRONMENTAL ANALYSIS	JACKSON,	MO	63755
01-E0661	EVAN'S ENTERPRISES	TULSA,	OK	74107
01-E0663	EWING CONCRETE MATERIALS LLC	BOLIVAR,	MO	65613
01-E0666	EMPLOYEE SCREENING SERVICE	SPRINGFIELD,	MO	65804
01-E0670	ENGINEERED SYSTEMS INC	OVERLAND PARK,	KS	66203
01-E0678	EWING SIGNAL CONSTRUCTION	NIXA	MO	65714

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VEND NO.	NAME	CITY	STATE	ZIP
01-E0684	EARPHONE	VALENCIA,	CA	91355
01-E1368	EMPLOYEE BENEFIT DESIGN	SPRINGFIELD,	MO	65810
01-E1542	ENHANCED NETWORK SOLUTIONS	REPUBLIC,	MO	65738
01-E1690	ELITE PROMOTIONS, INC	SPRINGFIELD,	MO	65802
01-F0750	FABICK CAT	ST LOUIS,	MO	63195
01-F0751	FAMILY INSTITUTE OF THE OZARKS	BOLIVAR,	MO	65613
01-F0752	FAMILY SUPPORT PAYMENT CENTER	JEFFERSON CITY,	MO	65102
01-F0753	FASTENAL	WINONA,	MN	55987
01-F0760	FEDERAL PROTECTION INC	SPRINGFIELD,	MO	65803
01-F0761	FEDEX	PALATINE,	IL	600094
01-F0762	FIRE MASTER FIRE EQUIPMENT	SPRINGFIELD,	MO	65803
01-F0765	FP MAILING SOLUTIONS	CAROL STREAM,	IL	60197
01-F0766	FRANKS UNIFORMS INC	SPRINGFIELD,	MO	65806
01-F0769	FISHER SCIENTIFIC	CHICAGO,	IL	60693
01-F0780	FLEETPRIDE	DALLAS,	TX	45284
01-F0782	FRED PRYOR SEMINARS	KANSAS CITY,	MO	64121
01-F0800	FERGUSON ENTERPRISES INC	DALLAS,	TX	75284
01-F1013	FARMERS STATE BANK	BOLIVAR,	MO	65613
01-F1247	FILTER CARE OF MISSOURI LTD	EL DORADO SPRINGS,	MO	64744
01-F1264	FIRE FIGHTERS ASSOCIATION	WARRENSBURG,	MO	64093
01-F1362	FBI NATIONAL ACADEMY ASSOC.	STAFFORD,	VA	22554
01-F1417	FIREHOUSE SOFTWARE	URBANDALE,	IA	50322
01-F1490	FRITO-LAY	CHICAGO,	IL	60675
01-F1549	FRIENDLY NEIGHBORHOOD POOL	SPRINGFIELD,	MO	65802
01-F1579	FOUR STATE GOLF, LLC	JOPLIN,	MO	64804
01-F1640	FLYNN DRILLING COMPANY	TROY,	MO	63379
01-G0807	GALLS, AN ARAMARK COMPANY	CHICAGO,	IL	60673
01-G0809	GARRETSON TRASH SERVICE	BOLIVAR,	MO	65613
01-G0812	GRAINGER	KANSAS CITY,	MO	64141
01-G0813	GREENE CO SHERIFF'S DEPT	SPRINGFIELD,	MO	65802
01-G0814	GUARDIAN DENTAL INSURANCE	DALLAS,	TX	75267
01-G0815	GULF STATES DISTRIBUTORS	MONTGOMERY,	AL	36124
01-G0816	GUTH LABORATORIES INC	HARRISBURG,	PA	17111
01-G0817	GILMORE & BELL	KANSAS CITY,	MO	64108
01-G0819	GARON MARKETING	OVERLAND PARK,	KS	66062
01-G0820	GREENE CO REGIONAL FIRE TRAINING ASSOCIATION	NIXA,	MO	65714
01-G0822	GREENE COUNTY	SPRINGFIELD,	MO	65802
01-G0825	GOEDECKE CO	ST LOUIS,	MO	63147
01-G0826	GALETON	MANSFIELD,	MA	2048
01-G0827	GREENSPRO INC	FENTON,	MO	63026

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01-G0831	GOVT FINANCE OFFICERS ASSOCIATION	CHICAGO,	IL	60678
01-G1295	GOLD MECHANICAL, INC	SPRINGFIELD,	MO	65802
01-G1296	GOLDENA'S BOOT SHOP	BOLIVAR,	MO	65613
01-G1516	GENERAL CODE LLC	ROCHESTER,	NY	14624
01-G1636	GREATER POLK COUNTY FARMER	BOLIVAR,	MO	65613
01-G1692	GILBERT LAW OFFICE, LLC	BUFFALO,	MO	65622
01-H0343	HEALTH SMART (BMI HEALTH)	BARTLESVILLE,	OK	74005
01-H0851	HARTFORD			
01-H0855	HD SUPPLY WATERWORKS, LTD	DALLAS,	TX	75284
01-H0857	HACH COMPANY	CHICAGO,	IL	60693
01-H0858	HANCOCK'S TREE SERVICE	BOLIVAR,	MO	65613
01-H0860	HARRY COOPER SUPPLY	SPRINGFIELD,	MO	65801
01-H0865	HARMS TREE SERVICE	BOLIVAR,	MO	65613
01-H0866	HERTZ EQUIPMENT RENTAL	DALLAS,	TX	75265
01-H0867	HAWKINS	MINNEAPOLIS,	MN	55486
01-H0869	HOOD'S MACHINE & WELDING	BOLIVAR,	MO	65613
01-H0870	HOUSE OF ELECTRONICS	BOLIVAR,	MO	65613
01-H0871	HURRICANE BAY CAR WASH - BOLIVAR	MARSHFIELD,	MO	65706
01-H0873	HAYNES EQUIPMENT	OLATHE,	KS	66062
01-H0877	HARRIS GLOBAL SOFTWARE	CHICAGO,	IL	60693
01-H0882	HARBOR FREIGHT TOOLS	CAMARILLO,	CA	91302
01-H0883	HEAVENLY CREATIONS GREENHOUSE	BOLIVAR,	MO	65613
01-H1590	HOVEY HOMES, LLC	GOODNIGHT,	MO	65725
01-I0909	ITRON INC	DALLAS,	TX	75320
01-I0910	INTERSTATE BATTERIES	SPRINGFIELD,	MO	65803
01-I0911	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS	RANCHO CUCA MONGA,	CA	91730
01-I0918	IPMA- HR GREATER KC CHAPTER	KANSAS CITY,	MO	64106
01-I1409	INDUSTRIAL CHEMICAL LABS & SERVICES INC	DEER PARK,	NY	11729
01-I1492	INSTITUTE OF POLICE TECHNOLOGY & MANAGEMENT	JACKSONVILLE,	FL	32224
01-I1682	BLITZ TECHNOLOGY GROUP, LLC	SPRINGFIELD,	MO	65806
01-J0954	JR CHOATE PUMP SERVICE, LLC	PLEASANT HOPE,	MO	65725
01-J0957	JH CUSTOM WHEEL & ACCESSORIES	BOLIVAR,	MO	65613
01-J0959	J & M AIRCRAFT SUPPLY, INC	SHREVEPORT,	LA	71137
01-J0960	JCI	KANSAS CITY,	MO	64141
01-J0962	JMARK BUSINESS SOLUTIONS, INC	SPRINGFIELD,	MO	65802
01-J0964	JENKINS DIESEL POWER, INC	SPRINGFIELD,	MO	65803
01-K1006	KELLEY'S POLICE & TACTICAL	SPRINGFIELD,	MO	65807
01-K1008	KENCO FIRE EQUIPMENT, INC	SPRINGFIELD,	MO	65802
01-K1009	KEY EQUIPMENT	ST LOUIS,	MO	63179
01-K1013	KANSAS COUNSELORS INC	WICHITA,	KS	

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01-K1014	KENMOORE PLUMBING, HEATING & AIR	BOLIVAR,	MO	65613
01-K1376	KURANDA USA	ANNAPOLIS,	MD	21401
01-K1473	KIRKSEY LAW FIRM	BOLIVAR,	MO	65613
01-K1621	BOLIVAR KIWANIS CLUB	BOLIVAR,	MO	65613
01-L1054	LEW RAUCH D SC INC	SPRINGFIELD,	MO	65810
01-L1057	L-3 COMMUNICATIONS MOBILE-VISION, INC	BOONTON,	NJ	70005
01-L1059	LA NELDA PRESLEY	BOLIVAR,	MO	65613
01-L1061	MO LAGERS	JEFFERSON CITY,	MO	65102
01-L1064	LAYNE CHRISTENSEN COMPANY	CHICAGO,	IL	60673
01-L1067	LIGHTHOUSE UNIFORM	SEATTLE,	WA	98119
01-L1068	LAKELAND OFFICE SYSTEMS, INC	MIAMI,	OK	74354
01-L1070	LOWES	ATLANTA,	GA	30353
01-L1071	LOGIN/IACP NET	SAINT PAUL,	MN	55128
01-L1077	LEO JOURNAGAN CONSTRUCTION	SPRINGFIELD,	MO	65802
01-L1078	LEADSONLINE	PLANO, T	TX	75024
01-L1080	LOCHNER	KANSAS CITY,	MO	64131
01-L1081	LGK & SON DRAPERY & UPHOLSTERY	BOLIVAR,	MO	65613
01-L1307	LEBANON RURAL FIRE DEPT PROTECTION DISTRICT	LEBANON,	MO	65536
01-L1379	LEE SAFETY & ENVIRONMENTAL SERVICES, INC	SPRINGFIELD,	MO	65804
01-L1380	LEFTY'S PUMP & DRILLING, INC	CRANE,	MO	65633
01-L1580	L&R HOLDING COMPANY	SPRINGFIELD,	MO	65801
01-L1752	LIFE STAR TRAINING	BOLIVAR,	MO	65613
01-M1102	MIDWEST POLICE CONSULTANTS	COLUMBIA,	mo	65202
01-M1104	MO STATE AVIATION COUNCIL	KANSAS CITY,	MO	64150
01-M1105	MO SOUTHERN STATE UNIVERSITY	JOPLIN,	MO	64801
01-M1107	MOTOROLA	CHICAGO,	IL	60693
01-M1108	MSHP CJ TECH FUND	JEFFERSON CITY,	MO	65101
01-M1109	MFA OIL COMPANY	KANSAS CITY,	MO	64180
01-M1110	MID MISSOURI BANK	BOLIVAR,	MO	65613
01-M1111	MIDLAND GIS SOLUTIONS	MARYVILLE,	MO	64468
01-M1114	MIDWEST RADAR & EQUIPMENT	LAMAR,	MO	64759
01-M1117	MO STATE HIGHWAY PATROL	JEFFERSON CITY,	MO	65102
01-M1118	MMACJA	SPRINGFIELD,	MO	65804
01-M1119	MO ASSOC OF FIRE CHIEFS	OAK GROVE.	,P	64075
01-M1121	MIRACLE RECREATION EQUIPMENT	CHICAGO,	IL	60677
01-M1122	MO DEPT OF NATURAL RESOURCES	JEFFERSON CITY,	MO	65102
01-M1124	MO DEPT OF REVENUE	BOLIVAR,	MO	65613
01-M1125	MO DEPT OF REVENUE	JEFFERSON CITY,	MO	65108
01-M1126	MO DEPT OF REVENUE	JEFFERSON CITY,	MO	65105
01-M1127	MO DEPT OF REVENUE	JEFFERSON CITY,	MO	65105

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01-M1128	MO DEPT OF REVENUE	JEFFERSON CITY,	MO	65105
01-M1129	MO MUNICIPAL LEAGUE	JEFFERSON CITY,	MO	65109
01-M1130	MO ONE CALL SYSTEM INC	ST LOUIS,	MO	63179
01-M1131	MO POLICE CHIEFS ASSOCIATION	JEFFERSON CITY,	MO	65101
01-M1132	MAMU	COLUMBIA,	MO	65203
01-M1133	MO RURAL WATER ASSOCIATION	ASHLAND,	MO	65010
01-M1136	MO STATE AGENCY FOR SURPLUS	JEFFERSON CITY,	MO	65102
01-M1137	MO STATE HIGHWAY PATROL	JEFFERSON CITY,	MO	65102
01-M1138	MO WATER & WASTEWATER CONFERENCE	JEFFERSON CITY,	MO	65109
01-M1139	MO VOCATIONAL ENTERPRISES	JEFFERSON CITY,	MO	65102
01-M1140	MOCCFOA	KIRKWOOD,	MO	63122
01-M1155	M&R DOOR INSTALLATION	EL DORADO SPRINGS,	MO	64744
01-M1159	MWWC SW SECTION	GRANBY,	MO	64844
01-M1161	MISSOURI STATE AUDITOR	JEFFERSON CITY,	MO	65102
01-M1162	MISSOURI STATE OUTREACH	SPRINGFIELD,	MO	65897
01-M1163	MISSOURI ST TREASURER - CLINT ZWEIFEL	JEFFERSON CITY,	MO	65102
01-M1164	MODERN MARKETING INC	PLANO, T	TX	75074
01-M1171	MO DEPT OF REVENUE	JEFFERSON CITY,	MO	65102
01-M1172	ME-SHY LOCKSMITH LLC	BOLIVAR,	MO	65613
01-M1173	MIRMA	COLUMBIA,	MO	65201
01-M1174	MOBILE VETERINARY SERVICES	BOLIVAR,	MO	65613
01-M1175	MACA	MOSCOW MILLS,	MO	63362
01-M1176	MEEKS	BOLIVAR,	MO	65613
01-M1179	MFA OIL	BUFFALO,	MO	65622
01-M1181	MO DIRECTOR OF REVENUE	JEFFERSON CITY,	MO	65102
01-M1191	MAY'S STATION	BOLIVAR,	MO	65613
01-M1193	MARMIC FIRE & SAFETY	JOPLIN,	MO	64802
01-M1196	MO DEPT OF REVENUE	JEFFERSON CITY,	MO	65105
01-M1197	MO ECONOMIC DEVELOPMENT CO	JEFFERSON CITY,	MO	65110
01-M1198	MO DEPARTMENT OF LABOR & INDUSTRIAL RELATIONS	JEFFERSON CITY,	MO	65102
01-M1200	MDA- MUSCULAR DYSTROPHY ASSOC.	SPRINGFIELD,	MO	65807
01-M1220	NICK MAAS	BOLIVAR,	MO	65613
01-M1225	MO NOTARY SERVICE & BONDING	COLUMBIA,	MO	65201
01-M1282	MOVIE FACTS	DES PLAINES,	IL	60016
01-M1312	MID STATES ORGAINZED CRIME INFORMATION CENTER	SPRINGFIELD,	MO	65801
01-M1339	MEADOWS PSYCHOLOGICAL SERVICES	BOLIVAR,	MO	65613
01-M1367	MO STATE UNIVERSITY	SPRINGFIELD,	MO	65807
01-M1410	MFA OIL COMPANY	KANSAS CITY,	MO	64180
01-M1469	MP NEXLEVEL LLC	MAPLE LAKE,	MN	55358
01-M1499	MO RURAL SERVICES WORK COMP INS TRUST	JEFFERSON CITY,	MO	65110

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01-M1514	MISSOURI PST INSURANCE FUND	JEFFERSON CITY,	MO	65110
01-M1519	MIKE'S T.V.	BOLIVAR,	MO	65613
01-M1582	METTLER TOLEDO INTERNATIONAL, INC	COLUMBUS,	OH	43240
01-M1602	MIKE'S TRUCK & TIRE SERVICE	COLLINS,	MO	64738
01-M1625	MIDWEST METER INC	EDINBURG,	IL	62531
01-M1635	MGIA MISSOURI CHAPTER	KANSAS CITY,	MO	64188
01-M1660	MELTON FERTILIZER & LIME, LLC	BUFFALO,	MO	65622
01-M1670	MOTHERS AGAINST DRUNK DRIVERS	IRVING,	TX	75062
01-M1680	DETROIT INDUSTRIAL TOOL	VAN NUYS,	CA	91405
01-M1687	MIDWEST EQUIPMENT & SUPPLY	KANSAS CITY,	MO	66119
01-N0447	NEIGHBOR NEWS	BOLIVAR,	MO	65613
01-N1205	NEWMAN COMLEY & RUTH	JEFFERSON CITY,	MO	65102
01-N1206	NEWMAN TRAFFIC SIGNS	JAMESTOWN,	ND	58402
01-N1209	NORTH CENTRAL LABORATORIES	BIRNAMWOOD,	WI	54414
01-N1219	NAEGLER OIL INC	SPRINGFIELD,	MO	65807
01-N1382	NATIONWIDE ENVIRONMENTAL SERVICES	HICKSVILLE,	NY	11801
01-N1475	NICK'S INSPECTION SERVICES	GRAIN VALLEY,	MO	64029
01-N1676	NETMOTION WIRELESS, INC	SEATTLE,	WA	98103
01-N1710	NELSON SURVEYING	BOLIVAR,	MO	65613
01-O1255	O'REILLY AUTO PARTS	SPRINGFIELD,	MO	65801
01-O1257	ORTEX SYSTEMS	SPRINGFIELD,	MO	65804
01-O1258	OZARK OFFSET PRINTING	BOLIVAR,	MO	65613
01-O1260	OZARKS COCA-COLA/DR PEPPER BOTTLING COMPANY	SPRINGFIELD,	MO	65808
01-O1261	OZARK LASER & SHORING	SPRINGFIELD,	MO	65803
01-O1263	OVERHEAD DOOR CO OF SPRINGFIELD	SPRINGFIELD,	MO	65802
01-O1266	OZARK TRAILS COUNCIL, INC	SPRINGFIELD,	MO	65809
01-O1269	OZARK APPLICATORS LLC	VAN BUREN,	MO	63965
01-O1270	OLSSON ASSOCIATES	LINCOLN,	NE	68501
01-O1272	O'DONNELL BATTERIES	SHELTON,	WA	98584
01-O1703	OZARK FLAG DISTRIBUTORS, LLC	SPRINGFIELD,	MO	65807
01-P1292	PRESTIGE TECHNICAL SERVICE	UNION,	MO	63084
01-P1297	PARTS EXPEDITER LLC	OZARK,	MO	65721
01-P1304	PRAXAIR DISTRIBUTION, INC	PALANTINE,	IL	60055
01-P1306	PLAY IT AGAIN SPORTS	SPRINGFIELD,	MO	65804
01-P1311	P&DW GLASS SHOP LLC	BOLIVAR,	MO	65613
01-P1313	PARRISH TIRE	BOLIVAR,	MO	65613
01-P1315	PDC LABORATORIES	PEORIA,	IL	61612
01-P1316	PARKVIEW PRIMARY CARE, SPO	BOLIVAR,	MO	65613
01-P1318	POLK CO HEALTH CENTER	BOLIVAR,	MO	65613
01-P1321	POLK CO ELECTRIC INC	BOLIVAR,	MO	65613

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01-P1322	POLK CO CLERK	BOLIVAR,	MO	65613
01-P1325	POLK CO PRINTING & LOCAL LIFE, LLC	BOLIVAR,	MO	65613
01-P1326	POLK CO RECORDER	BOLIVAR,	MO	65613
01-P1327	POLK CO SHERIFF'S OFFICE	BOLIVAR,	MO	65613
01-P1329	POLK CO TREASURER	BOLIVAR,	MO	65613
01-P1330	PORTER SEED HOUSE	BOLIVAR,	MO	65613
01-P1331	POSTMASTER	BOLIVAR,	MO	65613
01-P1332	POTTER EQUIPMENT COMPANY, INC	SPRINGFIELD,	MO	65807
01-P1334	PRECISION SMALL ENGINE	BOLIVAR,	MO	65613
01-P1335	POSM SOFT LLC	CAPE CANAVERAL	FL	32920
01-P1336	PENNINGTON SEED CO	ATLANTA,	GA	30384
01-P1342	POLK CO HOUSE OF HOPE	BOLIVAR,	MO	65613
01-P1346	PRECISION ALIGNMENT & SUSPENSION	BOLIVAR,	MO	65613
01-P1351	PRECISION TURF PRODUCTS	BOLIVAR,	MO	65613
01-P1353	POLK CO EMERGENCY MANAGEMENT	BOLIVAR,	MO	65613
01-P1356	POLK CO GLASS	BOLIVAR,	MO	65613
01-P1361	PEARSON TIRE	BOLIVAR,	MO	65613
01-P1391	POLK COUNTY FIRE RESCUE & TRAINING ASSOCIATION	BOLIVAR,	MO	65613
01-P1638	POMME DE TERRA GOLF & COUNTRY CLUB	BOLIVAR,	MO	65613
01-P1644	BILLIE PATTERSON	BOLIVAR,	MO	65613
01-P1756	PAYNE SIGN COMPANY	SPRINGFIELD,	MO	65802
01-Q1401	QUARLES SUPPLY CO BOLIVAR	BOLIVAR,	MO	65613
01-Q1402	QUALITY DOOR OF BOLIVAR	BOLIVAR,	MO	65613
01-Q1405	QUALITY FIRE EXTINGUISHER	BOLIVAR,	MO	65613
01-Q1406	QUEEN CITY FIRE CHIEF'S ASSOCIATION	BATTLEFIELD	MO	65619
01-R0903	RICOH USA INC	DALLAS,	TX	75265
01-R1246	ROTARY CLUB OF BOLIVAR MISSOURI	BOLIVAR,	MO	65613
01-R1430	R E PEDROTTI CO INC	MISSION,	KS	66202
01-R1432	RADIOPHONE ENGINEERING	SPRINGFIELD,	MO	65806
01-R1436	RAYFIELD COMMUNICATIONS, INC	SPRINGFIELD,	MO	65807
01-R1447	ROSS'S FLOOR COVERING	BOLIVAR,	MO	65613
01-R1448	ROWETON'S HOME CENTER	BOLIVAR,	MO	65613
01-R1451	RAY LINDSEY CO	BELTON,	MO	64012
01-R1452	RAINS ICE SERVICE	QUINCY,	MO	65735
01-R1458	REDNECK TRAILER SUPPLIES	SPRINGFIELD,	MO	65803
01-R1460	R&R PRODUCTS INC	TUCSON,	AZ	85714
01-R1465	RON MILLER HARDWARE & SPECIALTY SALES	SPRINGFIELD,	MO	65802
01-R1478	RAY'S AUTO REPAIR	BOLIVAR,	MO	65613
01-R1532	ROBINSON COUNSELING LLC	MT. VERNON,	MO	65712
01-R1729	ROBLYN MANUFACTURING	ASH GROVE,	MO	65604

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01-S0913	SPECIALTY ELECTRICAL PROFESSIONALS, LLC	NIXA,	MO	65714
01-S1230	SPRINGFIELD AREA HUMAN RESOURCES	SPRINGFIELD,	MO	65808
01-S1284	SUN LIFE FINANCIAL	PHILADELPHIA,	PA	19170
01-S1344	SILLO RIDGE	BOLIVAR,	MO	65613
01-S1413	SPRINGFIELD BUSINESS DEVELOPMENT	SPRINGFIELD,	MO	65801
01-S1433	SWI INDUSTRIAL SOLUTIONS	SPRINGFIELD,	MO	65802
01-S1495	SAFRAN MORPHOTRAK	FEDERAL WAY,	WA	98003
01-S1506	SOUTH CENTRAL GOLF EQUIPMENT	SPRINGFIELD,	MO	65807
01-S1507	SAFETY EQUIPMENT CO	SPRINGFIELD,	MO	65802
01-S1508	SAM'S CLUB/GECRB	ATLANTA,	GA	30353
01-S1509	SAWYER TIRE	STOCKTON,	MO	65785
01-S1511	S.O.A.R.	BOLIVAR,	MO	65613
01-S1513	SCHULTE SUPPLY INC	EDWARDSVILLE,	IL	62025
01-S1516	SCURLOCK INDUSTRIES	SPRINGFIELD,	MO	65801
01-S1519	SENTINEL EMERGENCY SOLUTIONS	FREEBURG,	IL	62243
01-S1521	SHELL TITLE COMPANY	BOLIVAR,	MO	65613
01-S1522	SHO-ME MUFFLER & BRAKE	BOLIVAR,	MO	65613
01-S1523	SHOUGH FURNITURE CO	BOLIVAR,	MO	65613
01-S1524	SHRM	BALTIMORE,	MD	21279
01-S1526	SIMPSON TECHNOLOGY	BOLIVAR,	MO	65613
01-S1528	SMESO	SPRINGFIELD,	MO	65802
01-S1529	SMITH & LOVELESS	SHAWNEE MISSION	KS	66201
01-S1530	SHERWIN-WILLIAMS	SPRINGFIELD,	MO	65613
01-S1532	SOUTHERN UNIFORMS & EQUIPMENT	CARTHAGE,	MO	64836
01-S1533	SOUTHWEST ELECTRIC COOP	BOLIVAR,	MO	65613
01-S1539	SPFD SANITARY LANDFILL	SPRINGFIELD,	MO	65801
01-S1541	SPRINGFIELD SIGN & GRAPHIC	SPRINGFIELD,	MO	65803
01-S1542	SPRINGFIELD WINWATER WORKS	SPRINGFIELD,	MO	65738
01-S1545	STATE OF MISSOURI	JEFFERSON CITY,	MO	65102
01-S1546	STEPPING STONES OFFICE	BOLIVAR,	MO	65613
01-S1547	STEVEN'S DIESEL REPAIR	BOLIVAR,	MO	65613
01-S1548	STEWART CONCRETE	HALFWAY,	MO	65663
01-S1549	ST PAUL STAMP WORKS INC	ST. PAUL,	MN	55103
01-S1554	SUPER LUBE	BOLIVAR,	MO	65613
01-S1555	SUPERIOR RENTS & SALES, INC	SPRINGFIELD,	MO	65803
01-S1561	SPRINT	CAROL STREAM	IL	60197
01-S1563	SUPERIOR GEARBOX COMPANY	STOCKTON,	MO	65785
01-S1564	SUPERIOR PRODUCTS	BOLIVAR,	MO	65613
01-S1565	SULLIVAN PUBLICATIONS, INC	MANCHESTER,	MO	63021
01-S1566	SIMPLEX GRINNELL	PALATINE,	IL	60055

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01-S1567	SMITH & EDWARDS CONSTRUCTION	MTN GROVE,	MO	65711
01-S1573	SMITH'S RESTAURANT	BOLIVAR,	MO	65613
01-S1579	SOUTHWEST MO TRUCK CENTER	SPRINGFIELD,	MO	65803
01-S1580	SOUTHWEST MO COUNCIL OF GOVERNMENT	SPRINGFIELD,	MO	65897
01-S1581	STAPLES CREDIT PLAN	COLUMBUS,	OH	43218
01-S1582	STRUKEL ELECTRIC INC	GIRARD,	KS	66743
01-S1586	SYN-TECH SYSTEMS	TALLAHASSEE,	FL	32314
01-S1592	STONERIVER PHARMACY SOLUTIONS	ST LOUIS,	MO	63150
01-S1594	SPRINGFIELD AREA CHAMBER	SPRINGFIELD,	MO	65801
01-S1599	ST. LOUIS CO & MUNICIPAL	WELLSTON,	MO	63133
01-S1603	S & H FARM SUPPLY INC	ROGERSVILLE,	MO	65742
01-S1608	SEWER EQUIPMENT CO OF AMERICA	DIXON,	IL	61021
01-S1616	SNOW PLOW PLACE	RICHLAND,	MO	65556
01-S1623	SECURENET ALARM SYSTEMS, INC	TULSA,	OK	74137
01-S1650	SOUTHWEST COMMUNICATIONS SYSTEMS, INC	SPRINGFIELD,	MO	65802
01-S1657	SPRINGFIELD STAMP & ENGRAVING	SPRINGFIELD,	MO	65804
01-S1671	THE LIFEGUARD STORE	NORMAL,	IL	61761
01-S1678	SOWASH LAW LLC	BOLIVAR,	MO	65613
01-S1697	SOUTHWEST AUDIO-VISUAL	SPRINGFIELD,	MO	65802
01-S1735	ST LOUIS COUNTY MUNICIPAL	RICHMOND HEIGHTS,	MO	63117
01-S1738	SUMMIT TRUCK GROUP	SPRINGFIELD,	MO	65803
01-T1446	TURN KEY MOBILE	JEFFERSON CITY,	MO	65109
01-T1521	TIEDEMANN BANK EQUIPMENT, INC	OZARK,	MO	65721
01-T1624	TELEDYNE INSTRUMENTS, INC	DALLAS,	TX	75312
01-T1629	TRUX TRAILER & TRACTOR REPAIR	SPRINGFIELD,	MO	65802
01-T1633	TAPEANDMEDIA.COM, LLC	AUSTIN,	TX	78744
01-T1634	TASC- FLEX	MILWAUKEE,	WI	53288
01-T1635	TASC	MILWAUKEE,	WI	53288
01-T1636	TCI TIRE CENTERS LLC	SPRINGFIELD,	MO	65803
01-T1638	TRUGREEN	LOUISVILLE,	KY	40290
01-T1640	TETERS FLORIST	BOLIVAR,	MO	65613
01-T1644	TOTAL GENERATOR SERVICE, INC	STRAFFORD,	MO	65757
01-T1645	TRI-TECH FORENSICS	SOUTHPORT,	NC	28461
01-T1648	TYLER TECHNOLOGIES INCODE	LUBBOCK,	TX	79414
01-T1649	TYLER TECHNOLOGIES	DALLAS,	TX	75320
01-T1650	TOWERS FIRE APPARATUS, INC	FREEBURG,	IL	62243
01-T1653	THE PAUL LONG AGENCY, LLC	BOLIVAR,	MO	65613
01-T1656	THE EMBLEM AUTHORITY	ASHEVILLE,	NC	28814
01-T1658	THE FLOWER PATCH	BOLIVAR,	MO	65613
01-T1660	TECH CENTRAL	NIXA,	MO	65714

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01-T1673	THE SIGN SHOPPE	BOLIVAR,	MO	65613
01-T1740	TRI STATE TRUCK CENTER, INC	SPRINGFIELD,	MO	65803
01-U1265	US BANCORP EQUIPMENT FINANCE	ST LOUIS,	MO	63179
01-U1479	UNIFORM & ACCESSORIES WAREHOUSE	RESEDA,	CA	91337
01-U1700	US DEPARTMENT OF EDUCATION	ATLANTA,	GA	30348
01-U1703	UNIVERSITY OF MISSOURI	KANSAS CITY,	MO	64180
01-U1706	UPS	CAROL STREAM	IL	60132
01-U1708	UMB BANK NA	KANSAS CITY,	MO	64141
01-U1711	UNITED HEALTH CARE	PALATINE,	IL	60055
01-U1713	UNIVERSITY OF MISSOURI	COLUMBIA,	MO	65211
01-U1714	UNIVERSITY OF MISSOURI	BOLIVAR,	MO	65613
01-U1715	UNIVERSITY OF NORTHERN IOWA	CEDAR FALLS,	IA	50614
01-U1716	USA BLUE BOOK	GURNEE,	IL	60031
01-U1718	U.S. IDENTIFICATION MANUAL	REDWOOD CITY	CA	94063
01-V1295	VERIZON WIRELESS	LEHIGH VALLEY	PA	18002
01-V1296	VERIZON WIRELESS	LEHIGH VALLEY	PA	18002
01-V1439	VEGETATION CONTROL SUPPLY	FAIR PLAY,	MO	65649
01-V1728	VISU-SEWER OF MISSOURI, LLC	EAST ST LOUIS	MO	62203
01-V1739	VOICE PRODUCTS INC	WICHITA,	KS	67226
01-V1755	VESTAL EQUIPMENT	BOLIVAR,	MO	65613
01-V1756	VAN KEPPEL G W CO	KANSAS CITY,	MO	64187
01-V1757	V&V MANUFACTURING INC	CITY OF INDUSTRY	CA	91745
01-W1287	WESTLAKE ACE HARDWARE, INC	LENEXA,	KS	66215
01-W1577	WHOLESALEGRIPS.COM	FRASER	MI	48026
01-W1708	WEX BANK/WRIGHT EXPRESS	CAROL STREAM	IL	60197
01-W1800	W-BAR-Y FENCE INC	BRIGHTON,	MO	65617
01-W1803	WESTPORT POOLS	MARLAND HEIGHTS,	MO	63042
01-W1804	WARWICK ELECTRIC	BOLIVAR,	MO	65613
01-W1806	WEST PIPE CO	EL DORADO SPRINGS,	MO	64744
01-W1808	WOODS SUPERMARKET	BOLIVAR,	MO	65613
01-W1810	WOMMACK MONUMENT CO	BOLIVAR,	MO	65613
01-W1811	WINDSTREAM	LOUISVILLE,	KY	40290
01-W1813	WHITE CASTLE SERVICE SUPPLY	ELDON,	MO	65026
01-W1817	WATER PRODUCTS	OWASSO,	OK	74055
01-W1818	WALMART	ATLANTA,	GA	30353
01-W1825	WAKEFIELD TOWING	BOLIVAR,	MO	65613
01-W1826	WALGREENS	CHICAGO,	IL	60696
01-W1830	WHITE CAP CONSTRUCTION SUPPLY	SPRINGFIELD,	MO	65802
01-W1831	WATERWORK SPECIALTIES, INC	SPRINGFIELD,	MO	65803
01-W1832	WHEELER METALS	SPRINGFIELD,	MO	65803

CITY OF BOLIVAR
Approved Vendor List
2015

VEND NO.	NAME	CITY	STATE	ZIP
01-Y1753	CEDAR CREEK ROOFING & COATING	DUNNEGAN,	MO	65640
01-Y1925	YARBROUGH	SPRINGFIELD,	MO	65802
01-Y1926	YMCA	SPRINGFIELD,	MO	65806
01-Z1299	DAVID ZUHLKE	SPRINGFIELD,	MO	65801

2015 Truck & Sludge Tank Bids

Out of the bids received our recommendations are listed in order with 1 being our first choice. We listed Mack as first choice because of better cab supports, a heavier frame and air horn.

1. Tri State Truck Center: 2527 N. Eastgate Springfield, MO 65803 (417)869-1900

2016 Mack MHD GU 533 Chassis:	\$90,919.00
Imperial Tank:	\$44,978.00
Total Price:	\$135,897.00

2. Summit Truck Group: 2635 Diamond St. Springfield, MO 65803 (417)869-1551

2016 International WorkStar 7500 6X4 cab & chassis with Imperial 3000 gal. sludge tank provided by Crump Truck & Trailer Works. This bid meets all specifications put forth by the City of Bolivar. 120 day delivery.

2016 International WorkStar cab & chassis price:	\$88,987.28
2016 Imperial 3000 gallon tank:	\$44,978.00
Total Delivered Price:	\$133,965.28

Optional extended warranty includes Turbo, Injectors, EGR Cooler & Valve: 7 Yr. or 150,000 miles add \$3,600.00

3. Springfield Freightliner Sales: 3020 E. Division St. Springfield, MO 65802 (417)862-5050

2016 108SD Conventional Chassis.	\$87,937.00
Imperial 3000 gallon tank:	\$44,978.00
Total Pricing for Truck & Tank:	\$132,915.00

Optional Engine Warranty: 5Yr. or 200,000 mile Cummins Engine Warranty: \$4,300.00

4. The Larson Group Peterbilt of Springfield: 3026 N. Mulroy Rd. Strafford, MO 65757
(417)865-5355

Model 348 Full Truck with 2016 Imperial 3000 gallon tank \$139,837.00

5. Jenkins Diesel Power, Inc: 1845 E. Blaine St. Springfield, MO 65803 (417)862-7021

2016 Western Star Chassis	\$87,540.00
Imperial 3000 gallon tank & equipment	\$44,978.00
Total Purchase Price	\$132,518.00

Exceptions to the bid:

- 1: Engine is a 345HP not a 350HP as requested, it is 1150 ft. lbs. torque
Option of a 370HP with 1250FT/TQ for an additional \$2,026.00
- 2: Tachometer does not have an alarm, but engine RPM's is governed
- 3: If you want a tilt & telescoping steering column, additional \$252.00

Car Finders Inc 9812 Kaw Dr. Kansas City, KS 66106 (913)271-1133
2007 chevy 3/4 ton excab 4x4 w/ dumpbed - \$14900



this is a 1 owner accident free-clean carfax-2007 hd 3/4 ton 4x4 excab with an electric dump pushing a hydraulic sleeve, new tires, new exhaust manifold(all 6.0's need one) complete serviced. repainted dump bed. side rails come off to make a flat bed or higher stakes make for a bigger payload. truck is 100%. runs like a scalded dog. 4 wheel drive makes no noises. drives perfect. tight front end. my price is 14900. that's what the truck will bring w/o the dump bed. call pat 913-271-1133

See attached NADA Guide values. This does not include the dump bed estimated an additional \$5,000-7,000.

Car Finders Inc. is holding this truck for \$14,300 until Wednesday, March 25, 2015



The Power of Vehicle Information
NADAguides.com

[Close Window](#)

3/17/2015

2007 Chevrolet SILVERADO 2500 HD PICKUP-3/4 Ton-V8

Extended Cab LT 4WD

NADAguides.com Price Report

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
Base Price	\$10,500	\$11,925	\$13,100	\$16,200
Mileage: (123,230) miles	-\$725	-\$725	-\$725	-\$725
Total Base Price	\$9,775	\$11,200	\$12,375	\$15,475
Options:				
Power Seat	\$250	\$250	\$250	\$300
Bose Premium Stereo	\$250	\$250	\$250	\$300
Aluminum/Alloy Wheels	\$300	\$300	\$300	\$350
Towing/Camper Pkg	\$150	\$150	\$150	\$175
Z71 Off-Road Pkg	\$325	\$325	\$325	\$375

PRICE with Options \$11,050 \$12,475 \$13,650 \$16,975

The history of a vehicle impacts its value

Get the history at AutoCheck.com/NADAguides



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Key – Yellow = New Category | Green = Fee Decrease | Blue = In Ord. not previously billed

Proposed ~ Schedule – A **Residential Fees and Permit Costs**

See Ordinance 500.027 for adoption authority unless otherwise indicated.

Building Processing/Plan Review Fee: (New Const. / Remodel >50%)

Minimum - \$25
\$.02 per Square Foot

Residential New Construction/Additions: (500.025) – All new res. const. not otherwise listed.

Minimum - \$100
Gross Area x Square Foot Const. Cost (Schedule B) x Permit Fee Multiplier (.00291)
+ 25% each for Mechanical, Electrical & Plumbing

Residential Remodel: (500.025-027)

Minimum - \$50
Gross Area x Square Foot Const. Cost (Schedule B) x Permit Fee Multiplier (.00291) x .6 (Remodel Factor)
+ 25% each for Mechanical, Electrical & Plumbing

Detached Carports, Garages/Shop/Storage Buildings built on concrete slabs:

\$50 + \$25 each for Mech., Elec. & Plmb. (<1001sq.ft. if ≥1001sq.ft. use Res. New Const. Cost)

Portable Carports & Storage Buildings, Covered Patios, Porches & Decks under 1000sq.ft.:

Under 240 sq. ft. – \$25 + \$25 each for Electrical, Mechanical & Plumbing
Over 240 sq. ft. – **\$50** + \$25 each for Electrical, Mechanical & Plumbing

Fire Protection Systems:

< 200 Sq. Ft. - \$35
> 200 Sq. Ft. - \$35 + \$.01 per Sq. Ft. over 200

Repairs – Single item:

\$10 (ie. Window/Door replacement)

Driveway Apron: (500.420)

\$25

Demolition:

\$30

Re-Roof: (Re-roof only)

\$35

Above Ground Pools & Fences:

\$25

In Ground Swimming Pool:

Minimum - \$100
\$.20 per Sq. Ft. + 25% for each Electrical & Plumbing

Electrical - Srvc Change Only:

\$25

Sewer Capacity Fee: (700.030) – New Construction

\$300

Sewer/Water Buried Srvcs Repair:

\$25

Water/Sewer Connection Fee: (700.030)

\$35 per connection

Water Meter: - See Meter Fee Chart – Schedule A - pg. 3

Certificate of Occupancy: (Pre-existing building where no other building permit is pulled.)

\$25

Proposed ~ Schedule – A cont. **Commercial Fees and Permit Costs**

Building Processing/Review Fee: (New Const. / Remodel >50%)

Minimum - \$50
\$.02 per Square Foot

Engineer Consulting Fee:

If Building Official determines the need for 3rd party Engineers review, any and all costs specific to project review by 3rd party Engineer are to be charged to permit applicant.

Commercial New Construction: (500.025)

Minimum - \$100
Gross Area x Square Foot Const. Cost (Schedule B) x Permit Fee Multiplier
+ 25% each for Mechanical, Electrical & Plumbing
Permit Fee Multiplier = .00291 for the first five thousand (5,000) square feet, .00145 for the next twenty-five thousand (25,000) square feet and .00055 for any additional square footage over a total of thirty thousand (30,000) square feet.

Commercial Remodel and Infills: (500.025-027)

Minimum - \$50
Gross Area x Square Foot Const. Cost (Schedule B) x Permit Fee Multiplier x .6 (Remodel Factor)
+ 25% each for Mechanical, Electrical & Plumbing
Permit Fee Multiplier = .00291 for the first five thousand (5,000) square feet, .00145 for the next twenty-five thousand (25,000) square feet and .00055 for any additional square footage over a total of thirty thousand (30,000) square feet.

In Ground Swimming Pools & Fences:

Minimum - \$200
\$.30 per Sq. Ft. + 25% for each Electrical & Plumbing

Fire Protection Systems:

< 200 Sq. Ft. - \$70
> 200 Sq. Ft. - \$70 + \$.01 per Sq. Ft. over 200

Parking Lot: (500.410)

< 10,000 Sq. Ft. - \$50
> 10,000 Sq. Ft. - \$50 + \$.004 per Sq. Ft. over 10,000

Sewer Capacity Fee: (700.030) – New Construction
\$300

Water/Sewer Connection Fee: (700.030)
\$35 per connection

Water Meter: - See Meter Fee Chart – Schedule A - pg. 3

Certificate of Occupancy: (Pre-existing building where no other building permit is pulled.)
< 5,000 Sq.Ft. - \$25, If >5,000 Sq.Ft. \$25 + \$.004 per Sq.Ft. over 5,000

Non-Profit Fee Waiver:

Fee waived up to a maximum of
\$100 for a 501(c)(3) Non-Profit.
Permit Still Required as Applicable

Driveway Apron: (500.420)

\$50

Re-Roof: (Re-roof only)

\$100

Fire Dept. Occupancy Placard

\$25

Sewer/Water Buried Srvcs Repair:

\$25

Key – Yellow = New Category | Green = Fee Decrease | Blue = In Ord. not previously billed

Proposed ~ Schedule – A cont.

Water Meter Fee Chart:

<u>5/8" x 3/4"</u>	<u>\$175.20</u>
<u>1"</u>	<u>\$287.09</u>
<u>2"</u>	<u>\$2,159.58</u>
<u>3"</u>	<u>\$3,226.03</u>
<u>4"</u>	<u>\$5,006.54</u>

Sign Fee Chart:

CLASS	TYPE	PERMIT	INSPECTION FEE	TOTAL
A	Any sign unless exempt 1-8 sq.ft.	\$7.50		\$7.50
A - E	Class A sign - Illuminated	\$7.50	\$3.96	\$11.46
B	Any sign unless exempt 8.1-20 sq.ft.	\$7.50	\$7.96	\$15.46
B - E	Class B sign - Illuminated	\$7.50	\$11.96	\$19.46
C	Any sign unless exempt 20.1 - 60 sq.ft.	\$7.50	\$15.96	\$23.46
C - E	Class C sign - Illuminated	\$7.50	\$19.96	\$27.46
D	Any sign unless exempt 60.1-120 sq.ft.	\$7.50	\$23.06	\$30.56
D - E	Class D sign - Illuminated	\$7.50	\$27.96	\$35.46
E	Any sign not exempt, larger than Class D	\$7.50	\$23.96 + .20/sq.ft.	
E - E	Class E sign - Illuminated	\$7.50	\$27.96 + .25/sq.ft.	

Proposed ~ Schedule B – Rate Multiplier

Recommend % reduction of following rates to reflect lower cost of construction in Bolivar, MO.

August 2009, International Code Council - Building Valuation Data

Square Foot Construction Costs ^{a, b, c, d}

Group (2009 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	202.05	195.53	190.98	182.97	172.26	167.18	177.12	157.17	151.38
A-1 Assembly, theaters, without stage	182.99	176.47	171.92	163.91	153.24	148.16	158.07	138.15	132.36
A-2 Assembly, nightclubs	155.74	151.36	147.50	141.90	133.46	129.73	136.94	121.02	116.96
A-2 Assembly, restaurants, bars, banquet halls	154.74	150.36	145.50	140.90	131.46	128.73	135.94	119.02	115.96
A-3 Assembly, churches	186.22	179.70	175.15	167.15	156.44	151.36	161.30	141.35	135.56
A-3 Assembly, general, community halls, libraries, museums	157.46	150.93	145.39	138.38	126.08	122.58	132.53	111.57	106.79
A-4 Assembly, arenas	181.99	175.47	169.92	162.91	151.24	147.16	157.07	136.15	131.36
B Business	154.89	149.31	144.53	137.72	125.27	120.56	132.32	109.78	105.26
E Educational	171.53	165.59	160.55	153.20	141.88	134.72	147.92	123.99	119.32
F-1 Factory and industrial, moderate hazard	94.86	90.51	85.32	82.51	73.88	70.62	79.19	60.84	57.54
F-2 Factory and industrial, low hazard	93.86	89.51	85.32	81.51	73.88	69.62	78.19	60.84	56.54
H-1 High Hazard, explosives	88.89	84.54	80.35	76.54	69.09	64.83	73.22	56.05	N.P.
H234 High Hazard	88.89	84.54	80.35	76.54	69.09	64.83	73.22	56.05	51.75
H-5 HPM	154.89	149.31	144.53	137.72	125.27	120.56	132.32	109.78	105.26
I-1 Institutional, supervised environment	159.09	153.50	148.95	142.51	130.74	127.30	138.80	117.44	112.84
I-2 Institutional, hospitals	260.68	255.10	250.32	243.51	230.40	N.P.	238.12	214.91	N.P.
I-2 Institutional, nursing homes	182.27	176.70	171.91	165.10	153.06	N.P.	159.71	137.57	N.P.
I-3 Institutional, restrained	178.01	172.44	167.66	160.85	149.68	143.95	155.45	134.16	127.64
I-4 Institutional, day care facilities	159.09	153.50	148.95	142.51	130.74	127.30	138.80	117.44	112.84
M Mercantile	115.80	111.42	106.56	101.96	93.15	90.42	97.00	80.71	77.65
R-1 Residential, hotels	160.44	154.84	150.29	143.85	132.24	128.80	140.31	118.95	114.35
R-2 Residential, multiple family	134.26	128.66	124.11	117.67	106.72	103.28	114.78	93.42	88.82
R-3 Residential, one- and two-family	126.16	122.65	119.64	116.48	112.21	109.30	114.55	105.15	98.95
R-4 Residential, care/assisted living facilities	159.09	153.50	148.95	142.51	130.74	127.30	138.80	117.44	112.84
S-1 Storage, moderate hazard	87.89	83.54	78.35	75.54	67.09	63.83	72.22	54.05	50.75
S-2 Storage, low hazard	86.89	82.54	78.35	74.54	67.09	62.83	71.22	54.05	49.75
U Utility, miscellaneous	68.86	64.97	60.79	57.48	51.24	47.92	54.61	39.75	37.87

- a. Private Garages use Utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. For shell only buildings deduct 20 percent
- d. N.P. = not permitted

Comparison of Current Schld A & B vs. Proposed Schld A & B

A comparison of recent projects.

Location	Arby's 1995 S Springfield	CMH - Bolivar Tech 1135 N Oakland	Duplex - Multi- Family Residence	Single Family Residence
Property Type	Remodel Commercial - Restaurant A-2, 5B	Commercial - Business B, 2B	Duplex R-4 Zoning, 5B	Single Family Res. R- 1, 5B
Est. Const. Cost	\$300,000	\$3,800,000	\$146,000	\$127,500
Sq. Ft.	3,291	27,514	2,432	1,700
Permit Fee Current	\$650.74	\$9,910.89	\$1,280.47	\$935.29
Permit Fee Proposed - Opt. 1	\$691.93 +6%	\$9,619.38 -3%	\$1,379.89 +7%	\$1,014.85 +8%
Permit Fee Proposed - Opt. 2	\$633.61 -3%	\$9,051.17 -9%	\$1,318.61 +3%	\$971.97 +4%
Permit Fee Proposed - Opt. 3	\$575.29 -12%	\$8,482.09 -15%	\$1,257.29 -2%	\$929.12 -1%
Permit Fee Proposed - Opt. 4	\$517.06 -21%	\$7,913.87 -21%	\$1,195.98 -7%	\$886.27 -6%
Average % Increase / Decrease	Opt. 1 = + 4.5%	Opt. 2 = - 2.5%	Opt. 3 = -7.5%	Opt. 4 = -13.75%
Revenue Change on 4 Comparisons	Opt. 1 = + \$71.34	Opt. 2 = -\$802.03	Opt. 3 = -\$1,533.60	Opt. 4 = -\$2,264.21

Option 1 = 60% of Schedule B Multiplier

Option 2 = 65% of Schedule B Multiplier

Option 3 = 70% of Schedule B Multiplier

Option 4 = 75% of Schedule B Multiplier

Cost Comparison with nearby Cities

A comparison of recent projects.

Location	Arby's 1995 S Springfield	CMH - Bolivar Tech 1135 N Oakland	Duplex - Multi- Family Residence	Single Family Residence
Bolivar Current Fee	\$650.74	\$9,910.89	\$1,280.47	\$935.29
Bolivar Proposed Fee @ Opt. 1	\$691.93	\$9,619.38	\$1,379.89	\$1,014.85
Nixa Fees	\$1,002.75	\$21,345.74	\$2,407.00	\$2,059.00
Ozark Fees	\$590.00	\$18,449.12	\$5,288.34	\$2,790.17
Republic Fees	\$1,346.58	\$27,690.00	\$2,760.00	\$1,380.00

ORDINANCE COVER SHEET

Bill No. 2015-15

Ordinance No. _____

**“AN ORDINANCE VACATING A SECTION OF NORTH CANTON AVENUE IN
THE CITY OF BOLIVAR, MISSOURI.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ **Aye;** _____ **Nay;** _____ **Abstain**

_____ **Approved by the Mayor on _____.**

_____ **Vetoed by the Mayor on _____.**

Board of Aldermen Vote to Override Veto on _____.

_____ **Aye;** _____ **Nay;** _____ **Abstain**

Bill Effective Date: _____.

**“AN ORDINANCE VACATING A SECTION OF NORTH CANTON AVENUE IN
THE CITY OF BOLIVAR, MISSOURI.”**

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

Section I: The following section of North Canton Avenue, a street in the City of Bolivar, Polk County, Missouri is hereby vacated by the City, subject to the provisions of Section II of this ordinance, to-wit:

The South 191 feet section of North Canton Avenue, as measured beginning from the southern most edge of said North Canton Avenue, and thereafter measuring North 191 feet.

Section II: There is hereby reserved and excepted from the vacation of property contained in Section I a permanent easement for surface water drainage and a permanent and assignable easement for above ground or buried public utilities, including but not limited to sewer, electric, telephone, cable television, natural gas and fiber optic cable.

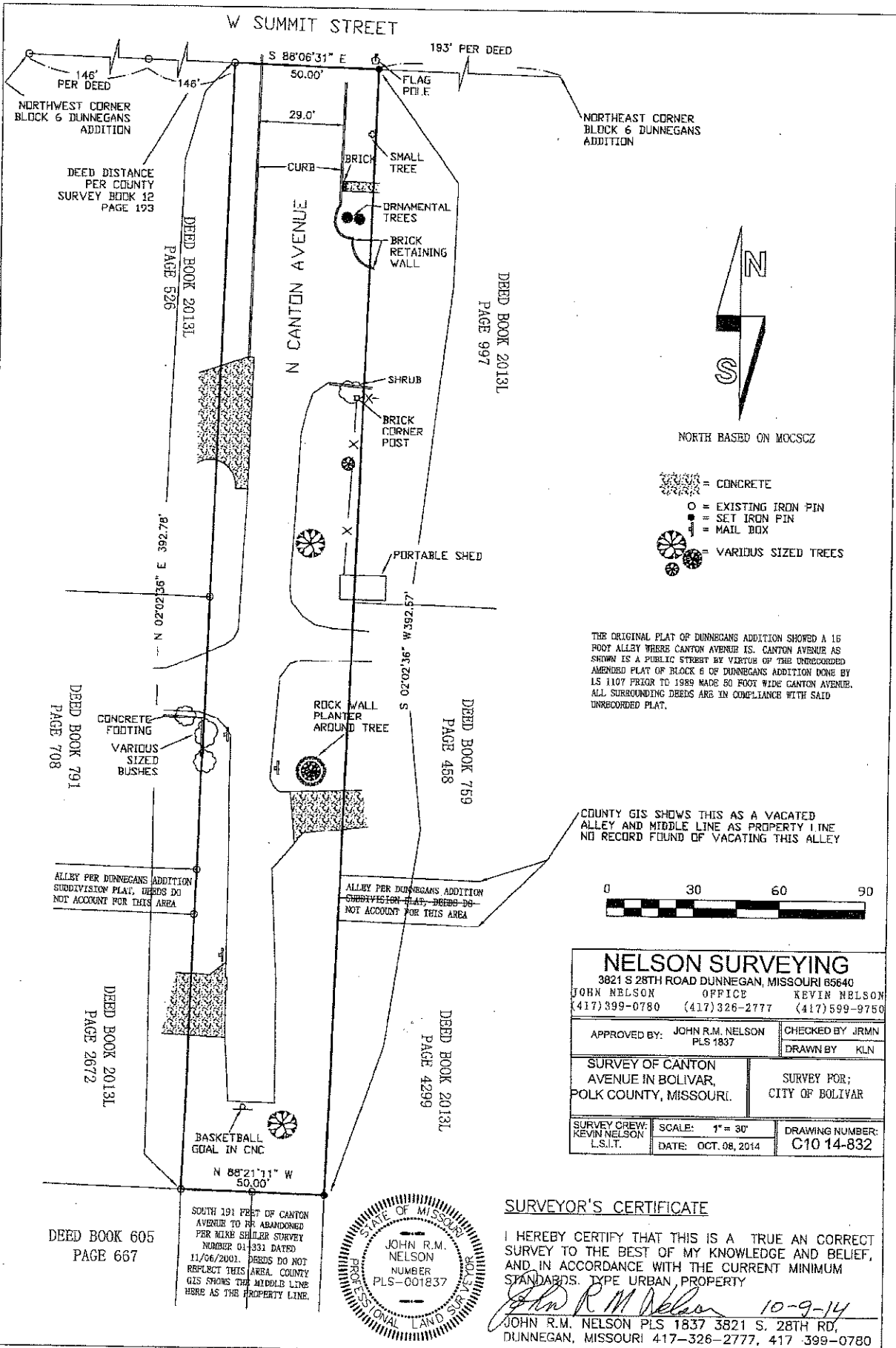
Section III: The City Clerk is hereby directed to cause a copy of this ordinance to be filed of record in the Office of the Recorder of Deeds for Polk County, Missouri.

Section IV: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

John F. Best, Mayor

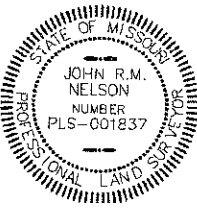
ATTEST:

Natalie Scrivner, City Clerk



NELSON SURVEYING
 3821 S 28TH ROAD DUNNEGAN, MISSOURI 65640
 JOHN NELSON OFFICE KEVIN NELSON
 (417) 399-0780 (417) 326-2777 (417) 599-9750

APPROVED BY: JOHN R.M. NELSON PLS 1837	CHECKED BY: JRMN DRAWN BY: KLN
SURVEY OF CANTON AVENUE IN BOLIVAR, POLK COUNTY, MISSOURI.	SURVEY FOR: CITY OF BOLIVAR
SURVEY CREW: KEVIN NELSON L.S.I.T.	SCALE: 1" = 30' DATE: OCT. 08, 2014
DRAWING NUMBER: C10 14-832	



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF, AND IN ACCORDANCE WITH THE CURRENT MINIMUM STANDARDS. TYPE URBAN, PROPERTY

John R.M. Nelson 10-9-14
 JOHN R.M. NELSON PLS 1837 3821 S. 28TH RD,
 DUNNEGAN, MISSOURI 417-326-2777, 417 399-0780

ORDINANCE COVER SHEET

Bill No. 2015-16

Ordinance No. _____

**“AN ORDINANCE AMENDING THE CITY CODE FOR THE CITY OF
BOLIVAR, MISSOURI BY AMENDING SECTION 105.035; RELATING TO
POWERS OF THE CITY ADMINISTRATOR.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

“AN ORDINANCE AMENDING THE CITY CODE FOR THE CITY OF BOLIVAR, MISSOURI BY AMENDING SECTION 105.035; RELATING TO POWERS OF THE CITY ADMINISTRATOR.”

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: Section 105.035(G)(1) of the Bolivar Municipal Code is hereby amended to read as follows:

“SECTION 105.035: CITY ADMINISTRATOR

G. Powers

1. *City property.* The City Administrator shall have responsibility for all real and personal property of the Board of Aldermen. He/she shall have responsibility for all inventories of such property and for the upkeep of all such property. Single items of personal property having a value of less than one-thousand dollars (\$1,000.00) may be transferred, sold, or otherwise disposed of at the discretion of the City Administrator. All other personal property may be sold by the City Administrator only with the approval of the Board of Aldermen. Real property may be sold only with the approval of the Board of Aldermen by resolution or ordinance.”

Section II: All other provisions of Section 105.035 of the Bolivar Municipal Code not specifically amended herein will remain in full force and effect.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

John F. Best, Mayor

ATTEST:

Natalie Scrivner, City Clerk

ORDINANCE COVER SHEET

Bill No. 2015-17

Ordinance No. _____

**“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR
CERTAIN PROPERTY GENERALLY LOCATED AT 438 N. WILLIAMS”**

Filed for public inspection on: _____.

First reading _____ In Full; _____ By Title on:

Second reading _____ In Full; _____ By Title on:

Vote by the Board of Aldermen on:

_____ Aye; _____ Nay; _____ Abstain; _____ Absent

_____ Approved by the Mayor on:

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date:

“AN ORDINANCE CHANGING THE ZONING CLASSIFICATION FOR CERTAIN PROPERTY GENERALLY LOCATED AT 438 N. WILLIAMS”

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: Upon recommendation of the Planning and Zoning Commission of the City of Bolivar, after petition being filed by the record owner and duly held public hearing, the zoning classification for the following described property is hereby changed from “R-1,” Single-Family Dwelling District to “I-2,” Heavy Industrial District:

The northwest portion of a tract of land located in the Northeast Quarter (NE1/4) of Southwest Quarter (SW1/4) of Section 2, Township 33, Range 23 described as beginning at an iron pin set North 87 Degrees 57 Minutes 16 Seconds West 370.98 feet from the center of Section 2, Township 33, Range 23 on the west line of the Frisco Railroad, thence South 1 Degrees 56 Minutes 51 Seconds East 380.43 feet, thence North 87 Degrees 57 Minutes 16 Seconds West 644.46 feet to an iron pin; thence North 1 Degrees 44 Minutes 49 Seconds East 379.51 feet to an iron pin, thence South 87 Degrees 57 Minutes 16 Seconds East 619.95 feet to the point of beginning, containing 5.51 acres, subject to easements of record, and less and except 25 feet off the North side of said tract.,

and generally located at 438 N. Williams, Bolivar, Missouri 65613.

The property is owned by Porter Seed House, Inc.

Section II: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

John F. Best, Mayor

ATTEST:

Natalie Scrivner, City Clerk

APPLICATION FOR REZONING

Case # ZC-15-1

Hearing Date 3/19/15

Date Filed 2/2/15

Approved/Disapproved

This is an application for change of the Zoning Map. The form must be completed and filed in the Planning and Zoning Department in accordance with directions on the accompanying instruction sheet.

AN INCOMPLETE APPLICATION CANNOT BE ACCEPTED

1. Name of applicant or applicants (owner(s) and/or their agent or agents). All owners of all property requested to be rezoned must be listed in this form.

a. Applicant/Owner Porter Seed House, Inc.

Address PO Box 658 Bolivar MO 65613 Phone 417-326-4614

Agent Tony Porter - President

Address 438 N Williams Ave Bolivar MO Phone 417-770-0059

(Use separate sheet if necessary for additional owners/applicants.)

2. The applicant hereby requests a change of zoning from R-1 zoning district to I-2 zoning district for property legally described as (may attach copy of typed legal description of property if available):

parcel id # 89-11-0.1-02-003-002-001.000

The east portion of this parcel is already zoned I-2.

The north west portion is zoned R-1

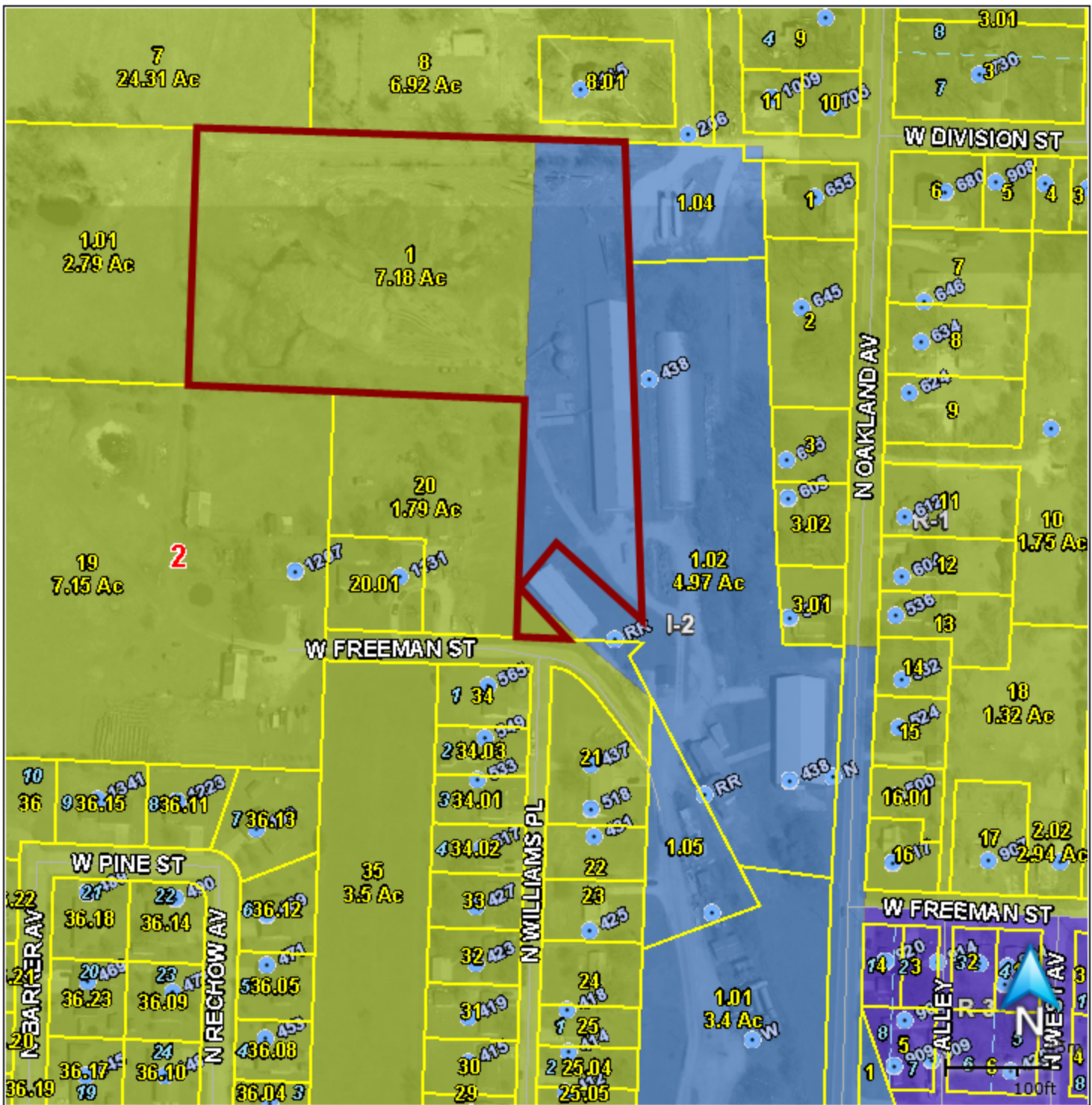
3. The general location is (use the appropriate section):

a. Street Address: 438 N. Williams Ave, and located at the _____ (NW, NE, SW, SE) corner of _____ and _____

OR

b. Street Address: _____ and located on the _____ (N, S, E, W) side of _____ between _____ and _____

ZC-15-01 - Porter See House, LLC.



The locations of underground utilities as shown hereon are based upon record drawings and general locations as identified by the client and/or his agents. Locations of underground utilities/structures may vary from the locations shown. Additional buried utilities/structures may exist. No excavations were made by Midland GIS Solutions to locate or verify the buried utilities/structures shown. Data contained within this web site was created from record research provided by the county and/or city. The City of Bolivar does not guarantee any accuracy to the data or attribute information.



**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL,
COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE
REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM
THE TREASURY FORFEITURE FUND**

This Agreement is entered into by the Bolivar Police Department (NCIC CODE #MO0840100) and Homeland Security Investigations (HSI), Chicago for the purpose of the reimbursement of costs incurred by the Bolivar Police Department in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the HSI Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by HSI Chicago, with the participation of the Bolivar Police Department, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Bolivar Police Department shall assign dedicated officers to any investigation or joint operation. Included as part of this Agreement, the Bolivar Police Department shall provide the HSI Chicago with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Bolivar Police Department may request the reimbursement of overtime salary expenses directly related to work on a joint operation with HSI Chicago, performed by its officer(s) assigned to this joint operation. In addition, the Bolivar Police Department may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with the HSI Chicago.

The Bolivar Police Department **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Bolivar Police Department must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

CBP National Finance Center
Attn: Forfeiture Fund
6026 LAKESIDE BLVD.
INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Bolivar Police Department must submit to HSI Chicago the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.
4. The Bolivar Police Department remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.
5. The maximum reimbursement entitlement for overtime worked on behalf of the joint investigation is set at \$15,000 per officer per year.
6. The Bolivar Police Department will submit all requests for the reimbursement of joint operations' expenses to HSI Chicago, at the following address:

US Immigration and Customs Enforcement
1 Tower Lane, Suite 1600
Oakbrook Terrace, IL 60181
Attn: Stephanie Rodriguez
(630) 574-2716
Stephanie.l.rodriguez@ice.dhs.gov

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Bolivar Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS


The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between the HSI Chicago and the Bolivar Police Department and is not intended to confer any right or benefit to any private person or party.

Signatures:

Gary J. Hartwig
Special Agent in Charge
Homeland Security Investigations
Chicago, IL


Mark Webb
Chief of Police
Bolivar Police Department

Date: _____

Date: 03-11-15