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4:42pm  
2-1-19

BOARD OF ALDERMAN  
WORK SESSION AGENDA  
CITY HALL, 345 S. MAIN, BOLIVAR, MO 65613  
Tuesday, February 5<sup>th</sup>, 2019 at 6:30 p.m.

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ROLL CALL

PRAYER

PLEDGE OF ALLEGIANCE

MOTION TO ADOPT AGENDA

MAYORAL APPOINTMENT, Introductions, Presentations, Resolutions and Proclamations,  
Citizens Requests:

1. Discuss & Approve: Financing Documents for Gilmore & Bell, Public Safety Center.
2. Bill No. 2019-10: An Ordinance Authorizing Lease Purchase with Clayton Holdings, LLC for PSC.
3. Discuss & Approve: Dunnegan Park Electricity Poles for New Restroom.
4. Discuss: Ammonia Nitrate Regulations.
5. Discuss & Approve: Codification Chapters 100 – 145.
6. Discuss & Approve: Special Event Application for KLIFE on May 4<sup>th</sup>, 2019.

**Executive Session:** RSMo 610.021(2) Leasing, Purchase or Sale of Real Estate by a public governmental body where Public knowledge of the transaction might adversely affect the legal consideration therefor. RSMo 610.021(1) Legal Actions, Cause of Action, or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorney. RSMo 610.021(13) Individually Identifiable Personnel Records, performance ratings or records pertaining to employees or applicants for employment..

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



**CALL OF A WORK SESSION MEETING  
OF THE CITY OF BOLIVAR BOARD OF ALDERMEN.**

I, Christopher Warwick, Mayor of the City of Bolivar, Missouri, do hereby call a Work Session Meeting of the Bolivar Board of Aldermen on Tuesday February 5th, 2019, at 6:30 p.m. for the purpose of transacting any lawful business that might be brought before said Council at said meeting.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

Posted:

2-1-2019 4:42pm

**AN ORDINANCE AUTHORIZING THE CITY OF BOLIVAR, MISSOURI TO ENTER INTO A LEASE PURCHASE FINANCING WITH CLAYTON HOLDINGS, LLC AND AUTHORIZING OTHER ACTIONS AND DOCUMENTS BY THE CITY IN CONNECTION WITH SAID FINANCING.**

**WHEREAS**, the City of Bolivar, Missouri (the “City”), desires to obtain moneys to refinance the costs of acquiring certain land and the improvements thereon for the City (the “Project”) and to pay the costs of delivering the Lease (hereafter defined); and

**WHEREAS**, in order to refinance the costs of the Project, it is necessary and desirable for the City to take the following actions:

1. Enter into a Base Lease (the “Base Lease”), with Clayton Holdings, LLC (the “Bank”), pursuant to which the City will lease the Project to the Bank; and
2. Enter into a Lease Purchase Agreement (the “Lease”), with the Bank, pursuant to which the City will lease the Project from the Bank with an option to purchase.

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

**Section 1. Approval of Base Lease and the Lease.** The Base Lease and the Lease are hereby approved in substantially the forms on file with the City, with such changes therein as shall be approved by the Mayor of the governing body, the Mayor’s execution thereof to be conclusive evidence of the approval thereof, provided that such changes will not conflict with the proposal of Clayton Holdings, LLC, to the City, a copy of which is on file with the City and the terms of which are approved.

The Mayor of the governing body is hereby authorized and directed to execute and deliver the Base Lease and the Lease on behalf of and as the act and deed of the City. The City Clerk is hereby authorized to affix the City’s seal thereto and attest said seal.

**Section 2. Further Authority.** The City shall, and the officials and agents of the City, including the Mayor, City Administrator, City Clerk and Deputy City Clerk, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Base Lease, the Lease and the Project.

**Section 3. Effective Date.** This Ordinance shall take effect and be in full force from and after its adoption by the governing body.

*[Remainder of page intentionally left blank]*

**BILL NO. 2019-10**

**ORDINANCE NO. 3513**

**PASSED** by the Board of Aldermen of the City of Bolivar, Missouri, and **APPROVED** by the Mayor this 5th day of February, 2019.

[SEAL]

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Chris Warwick, Mayor

ATTEST:

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Paula Henderson, City Clerk

## LEASE PURCHASE AGREEMENT

**LESSOR:** CLAYTON HOLDINGS, LLC, a Missouri limited liability company

**LESSEE:** CITY OF BOLIVAR, MISSOURI, a Missouri fourth class city

**DATE:** FEBRUARY 8, 2019

**THIS LEASE PURCHASE AGREEMENT**, dated as of the date set forth above, by and between the Lessor named above (together with its successors and assigns, "Lessor"), and the Lessee named above (together with its successors, "Lessee"),

### WITNESSETH:

**WHEREAS**, Lessor proposes to take the following actions:

- (a) Lease from Lessee the real property described in **Schedule 1** (the "Land");
- (b) Provide funds in the aggregate amount of the principal portions of Rental Payments listed on **Exhibit A** to refinance costs of acquiring the Land and the improvements located thereon (the "Improvements," with the Land and the Improvements being the "Project") and to pay costs of delivering this Lease; and
- (c) Lease its interest in the Project to Lessee for the rentals and upon the terms and conditions hereinafter set forth; and

**WHEREAS**, Lessee, pursuant to the foregoing proposals of Lessor, desires to lease the Project from Lessor, for the rentals and upon the terms and conditions hereinafter set forth,

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein set forth, Lessor and Lessee do hereby covenant and agree as follows:

## ARTICLE I

### DEFINITIONS AND RULES OF CONSTRUCTION

**Section 1.1. Definitions of Words and Terms.** In addition to words and terms defined herein, the following words and terms as used in the Base Lease and this Lease shall have the following meanings, unless some other meaning is plainly intended:

**"Additional Rent"** means those payments required to be made by Lessee by **Section 4.2**.

**"Base Lease"** means the Base Lease dated as of the date hereof between Lessor and Lessee, as from time to time supplemented or amended in accordance with **Section 18** of the Base Lease.

**"Code"** means the Internal Revenue Code of 1986, as amended.

**“Cost” or “Costs”** means all reasonable or necessary expenses incidental to the acquisition of the Project, including the expenses of studies, surveys, land title and title policies or reports, architectural and engineering services, legal and other special services and all other necessary and incidental expenses.

**“Counsel”** means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include legal counsel for either Lessee or Lessor.

**“Event of Default” or “Default”** means any Event of Default as defined in **Section 12.1**.

**“Fiscal Year”** means the fiscal year of Lessee for financial and budgetary purposes as set forth on **Exhibit B**.

**“Impositions”** means those Impositions defined as such in **Article VI**.

**“Improvements”** means the facilities, improvements, fixtures, equipment, furnishings and support facilities constituting a part of the Project, as further described on **Exhibit B**.

**“Land”** means the real property described in **Schedule 1** to this Lease.

**“Lease”** means this Lease Purchase Agreement between Lessor and Lessee, as from time to time supplemented and amended in accordance with **Article XIII**.

**“Lease Term”** means the Original Term and any Renewal Terms.

**“Lessee Representative”** means the Mayor, City Administrator, City Clerk, Deputy City Clerk, Finance Director or any other person or persons at the time designated to act on behalf of Lessee in matters relating to the Base Lease and this Lease as evidenced by a written certificate furnished to Lessor containing the specimen signature of such person or persons and signed on behalf of Lessee by its presiding official. Such certificate may designate an alternate or alternates each of whom shall be entitled to perform all duties of Lessee Representative.

**“Lessor Representative”** means the person or persons at the time designated to act on behalf of Lessor in matters relating to the Base Lease and this Lease as evidenced by a written certificate furnished to Lessee containing the specimen signature of such person or persons and signed on behalf of Lessor by its authorized officer. Such certificate may designate an alternate or alternates, each of whom shall be entitled to perform all duties of the Lessor Representative.

**“Maximum Lease Term”** means the Original Term and all Renewal Terms through the final Rental Payment Date listed on **Exhibit A**.

**“Net Proceeds”** when used with respect to any insurance proceeds or any condemnation award or amounts received from the sale of property under the threat of condemnation, means the amount remaining after deducting all expenses (including attorneys’ fees and any expenses of Lessee and Lessor) incurred in the collection of such proceeds or award from the gross proceeds thereof.

**“Original Term”** means the initial term of this Lease beginning as of the date on which funds to pay the Costs of the Project are deposited with the Lessee and ending on the last day of Lessee’s current Fiscal Year.

**“Project”** means the project referred to in the recitals of this Lease, including Lessor’s interest in the Land and the Improvements.

**“Project Documents”** means the Base Lease, the Lease and any other agreements, documents or certificates related to the foregoing or the Project.

**“Purchase Price”** means the amount designated as such on **Exhibit A** that Lessee may, in its discretion, pay to Lessor to purchase the Project.

**“Renewal Terms”** means the renewal terms of this Lease during which the Lease Term is extended in accordance with **Section 3.2**, each having a duration of one year and a term coextensive with Lessee’s Fiscal Year except as otherwise provided in said **Section 3.2**.

**“Rental Payment Dates”** means the dates during the Lease Term on which Rental Payments are due as set forth on **Exhibit A**.

**“Rental Payments”** means those payments required to be made by Lessee by **Section 4.1**.

**“State”** means the state in which Lessee is located.

**Section 1.2. Rules of Construction.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words importing the singular number shall include the plural and vice versa, and words importing person shall include firms, associations and corporations, including public bodies, as well as natural persons.

The words “herein,” “hereby,” “hereunder,” “hereof,” “hereto,” “hereinbefore,” “hereinafter” and other equivalent words refer to this Lease and not solely to the particular article, section, paragraph or subparagraph hereof in which such word is used.

Reference herein to a particular article, a particular section, a particular exhibit or a particular schedule shall be construed to be a reference to the specified article, section, exhibit or schedule hereof or hereto unless the context or use clearly indicates another or different meaning or intent.

Whenever an item or items are listed after the word “including,” such listing is not intended to be a listing that excludes items not listed.

**Section 1.3. Section and Article Headings.** The Section and Article headings herein are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions hereof.

**Section 1.4. Execution of Counterparts.** This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

**Section 1.5. Construction and Enforcement.** This Lease shall be construed and enforced in accordance with the laws of the State. Wherever in this Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

**Section 1.6. Severability.** In the event any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

**Section 1.7. Complete Agreement.** This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

**Section 1.8. Accounting Terms.** Accounting terms used herein and not otherwise specifically defined shall have the meaning ascribed to such terms by accounting principles generally accepted in the United States of America as from time to time in effect.

## **ARTICLE II**

### **REPRESENTATIONS**

**Section 2.1. Representations by Lessee.** Lessee represents, warrants and covenants as follows:

(a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into each of the Project Documents and the transactions contemplated hereby and to perform all of its obligations hereunder;

(b) The lease of the Project by Lessor to Lessee, as provided in this Lease, is desirable and in the public interest, and Lessee hereby declares its current need for the Project;

(c) The Project will be in compliance with all applicable building and design codes and Lessee's requirements and will result in a facility suitable for the use by Lessee set forth on **Exhibit B**;

(d) Lessee believes that the aggregate of the Costs of the Project will not exceed the amount being provided by Lessor under this Lease together with other funds Lessee has available to refinance such Costs and to pay costs of delivering this Lease;

(e) Lessee has duly authorized the execution and delivery of each of the Project Documents by proper action by its governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of each of the Project Documents;

(f) Neither the execution and delivery of any Project Document, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessee is a party or by which Lessee is bound;

(g) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal challenging the validity of the authorization or the power or authority of Lessee to enter into any Project Document or the validity or enforceability of any Project Document or which, if adversely determined, would adversely affect the transactions contemplated by any Project Document or the interest of Lessor or its assigns under any Project Document;

(h) Lessee has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Lessee's interests in any property now or hereafter

included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever, except as contemplated by the Base Lease and this Lease;

(i) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof;

(j) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current Fiscal Year to make the Rental Payments scheduled to come due during the Original Term, and to meet its other obligations for the Original Term, and such funds have not been expended for other purposes;

(k) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic;

(l) Lessee has complied, or will comply, with such public bidding requirements as may be applicable to any of the Project Documents and the acquisition by Lessee of the Project; and

(m) During the Lease Term, the Project will be used by Lessee only for the purpose of performing governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority.

### **ARTICLE III**

#### **GRANTING PROVISIONS; TERM**

**Section 3.1. Granting of Leasehold.** Lessor, by these presents, hereby rents, leases and lets the Project unto Lessee, and Lessee hereby rents, leases and hires the Project from Lessor for the Rental Payments and subject to the terms and conditions hereinafter set forth. In consideration of the delivery of the Base Lease and this Lease, the Lessor shall deposit the amount set forth on **Exhibit B** with the Lessee at the time of the execution and delivery by Lessor and Lessee of the Base Lease and this Lease to refinance the costs of the Project and to pay costs of delivering this Lease.

**Section 3.2. Lease Term.** The Original Term shall commence as of the date of delivery of this Lease and shall terminate on the last day of Lessee's current Fiscal Year. The Lease Term may be continued, at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional one-year Renewal Term; provided that the final Renewal Term shall not extend beyond the final Rental Payment Date set forth on **Exhibit A**. Lessee shall be deemed to have exercised its option to continue this Lease for the next Renewal Term unless Lessee shall have terminated this Lease pursuant to **Section 3.3** or **10.1**. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided on **Exhibit A**.

Lessee currently intends, subject to the provisions of **Section 3.3**, to continue this Lease through the Maximum Lease Term and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rental Payments during the Original Term and each of the Renewal Terms through the Maximum Lease Term can be obtained. The responsible financial officer of Lessee shall do all things lawfully within his power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision to budget and appropriate funds or to extend this Lease for any

Renewal Term is to be made in accordance with Lessee's normal procedures for such decisions, and the then current governing body of Lessee will have the final responsibility for that decision.

**Section 3.3. Nonappropriation.** Lessee is obligated only to pay such Rental Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current Fiscal Year. Should Lessee fail to budget, appropriate or otherwise make available funds sufficient to pay Rental Payments following the then current Original Term or Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 30 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term beyond such Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, Lessee agrees to transfer possession of the Project to Lessor.

**Section 3.4. Use of Premises.** Lessee shall have the right to use the Project for any governmental or proprietary purpose of Lessee, subject to the limitations contained in the Project Documents.

## **ARTICLE IV**

### **PROVISIONS FOR PAYMENT OF RENTAL PAYMENTS**

**Section 4.1. Rental Payments.** Lessee shall promptly make Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor on each Rental Payment Date, in such amounts as are described on **Exhibit A**. Lessee shall pay Lessor a charge on any Rental Payment not paid on the Rental Payment Date such Rental Payment is due at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date. A portion of each Rental Payment is paid as, and represents payment of, interest, as set forth on **Exhibit A**.

Notwithstanding the foregoing, in the event that Lessee, by its use of the Project or by its actions or omissions or by any means whatsoever, causes any payments of the interest portions as set forth in **Exhibit A** to be included in Lessor's gross income, Lessee agrees that the interest portion of the Rental Payments on **Exhibit A** will be adjusted commencing with the first day of Lessee's next succeeding Fiscal Year, but only if this Lease is renewed for such Fiscal Year, and thereafter, so that Lessor will be in the same after-tax position as it would have been in had such payment been excluded from the gross income of Lessor under Section 103 of the Code.

**Section 4.2. Additional Rent.** Lessee shall pay, subject to the provisions of **Section 3.3**, as Additional Rent (i) all Impositions (as defined in **Article VI**); (ii) all amounts required under **Section 4.6** or **14.5** and all other payments of whatever nature which Lessee has agreed to pay or assume under this Lease; (iii) all expenses, including attorneys' fees, incurred in connection with the enforcement of any rights under this Lease by Lessor. Amounts required to be paid under this Section shall be paid directly to the person or entity owed.

**Section 4.3. Rental Payments and Additional Rent Constitute Current Expense.** The obligation of Lessee to pay the Rental Payments and the Additional Rent and other amounts payable hereunder is subject to the provisions of **Section 3.3**, constitutes a current expense of Lessee and does not constitute a general obligation or indebtedness of Lessee for which Lessee is obligated to levy or pledge any form of taxation or for which Lessee has levied or pledged any form of taxation; such obligation shall not be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement, but in each Fiscal Year shall be payable solely from the amounts budgeted or appropriated therefor out of the income and revenue provided for such Fiscal Year, any proceeds of the Project and the Net Proceeds of any insurance or condemnation awards.

**Section 4.4. Rental Payments and Additional Rent Payable Without Abatement or Set-Off; Lessee's Obligations.** Subject to the provisions of **Section 3.3**, Lessee covenants and agrees that all payments of Rental Payments and Additional Rent shall be made by Lessee on or before the date the same become due, and Lessee shall perform all of its other obligations, covenants and agreements hereunder (including the obligation to pay Rental Payments and Additional Rent) without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising and irrespective of whether the acquisition of the Project shall have been started or completed.

Nothing in this Lease shall be construed as a waiver by Lessee of any rights or claims Lessee may have against Lessor under this Lease or otherwise, but any recovery upon such rights and claims shall be from Lessor separately, it being the intent of this Lease that Lessee shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Lease, including its obligation to pay Rental Payments and Additional Rent. Lessee may, however, at its own cost and expense and in its own name or in the name of Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy and use hereunder, and in such event Lessor hereby agrees to cooperate fully with Lessee and to take all action necessary to effect the substitution of Lessee for Lessor in any such action or proceeding if Lessee shall so request.

**Section 4.5. Prepayment of Rental Payments.** Lessee may at any time prepay in whole, but not in part, the Rental Payments as provided herein.

**Section 4.6. Advances.** In the event Lessee shall fail to either maintain the insurance required by this Lease or keep the Project in good repair, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums therefor and maintain and repair the Project and pay the cost thereof. All amounts so advanced by Lessor shall constitute Additional Rent for the then current Original Term or Renewal Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date advanced by Lessor until paid at the rate of 10% per annum or the maximum amount permitted by law, whichever is less.

**Section 4.7. DISCLAIMER OF WARRANTIES.** LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROJECT OR ANY PART THEREOF, OR WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE PROJECT OR ANY PART THEREOF.

## **ARTICLE V**

### **RESERVED**

## **ARTICLE VI**

### **IMPOSITIONS**

**Section 6.1. Impositions.** Lessee shall bear, pay and discharge, before the delinquency thereof, as Additional Rent, all taxes and assessments, general and special, if any, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or be payable for or in respect of the Project, including

any taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal property, and further including all water and sewer charges, assessments and other general governmental charges and impositions whatsoever, foreseen or unforeseen, which if not paid when due would impair the security of Lessor or encumber the Project (all of the foregoing being herein referred to as "Impositions").

**Section 6.2. Contest of Impositions.** Lessee shall have the right, in its own name or in Lessor's name, to contest the validity or amount of any Imposition which Lessee is required to bear, pay and discharge pursuant to the terms of this Article by appropriate legal proceedings instituted at least 10 days before the Imposition complained of becomes delinquent and may permit the Imposition so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Counsel, by nonpayment of any such items the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments or charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor. Lessor agrees to cooperate with Lessee in connection with any and all administrative or judicial proceedings related to Impositions. Lessee shall hold Lessor whole and harmless from any costs and expenses Lessor may incur with respect to any Imposition.

## **ARTICLE VII**

### **INSURANCE; INDEMNITY**

**Section 7.1. Insurance Required.** Lessee shall, during the Lease Term, cause the Project to be kept continuously insured against such risks customarily insured against for facilities such as the Project and shall pay (except as otherwise provided herein), as the same become due, all premiums in respect thereof, such insurance to include the following policies of insurance:

(a) Insurance insuring the Project against loss or damage by fire, lightning and all other risks covered by the extended coverage insurance endorsement then in use in the State in an amount not less than the lesser of an amount equal to the full insurable value thereof or the then applicable Purchase Price under **Section 10.1** (subject to reasonable loss deductible clauses) issued by such insurance company or companies authorized to do business in the State as may be selected by Lessee. The full insurable value of the Project may be determined from time to time at the request of Lessee or Lessor (but not less frequently than every five years) by an architect, contractor, appraiser, appraisal company or one of the insurers, to be selected, subject to Lessor's approval, and paid by Lessee. The policy or policies of such insurance shall name Lessee and Lessor as insureds and loss payees. All proceeds from such policies of insurance shall be applied as provided in **Article XI**.

(b) Comprehensive general accident and public liability insurance (including coverage for all losses whatsoever arising from the ownership, maintenance, operation or use of any automobile, truck or other motor vehicle), under which Lessee and Lessor are named as insureds, in an amount not less than the amount which the Lessor shall reasonably request for a combined single limit for bodily injuries and property damage;

(c) Workers' compensation and unemployment coverages to the extent, if any, required by the laws of the State;

(d) A Title Report showing the Lessee as the owner of the Project, subject only to such exceptions as shall be acceptable to Lessor, and otherwise in form and substance satisfactory to Lessor and provided by a company acceptable to Lessor.

Not less than 15 days prior to the expiration dates of the expiring policies, originals or copies of the policies required by this Section or certificates evidencing such insurance shall be delivered by Lessee to Lessor. All policies of such insurance, and all renewals thereof, shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least ten days written notice to Lessee and Lessor.

Nothing in this Lease shall be construed as preventing Lessee from satisfying the insurance requirements herein set forth by using blanket policies of insurance provided each and all of the requirements and specifications of this Lease respecting insurance are complied with.

In accordance with Section 427.120 of the Revised Statutes of Missouri, unless Lessee provides evidence of the insurance coverage required by this Lease, Lessor may purchase insurance at Lessee's expense to protect Lessor's interests hereunder. This insurance may, but need not, protect Lessee's interests. The coverage that Lessor may purchase may not pay any claim that Lessee may make or any claim that may be made against Lessee in connection with the Project. Lessee may later cancel any insurance purchased by Lessor, but only after providing evidence that Lessee has obtained insurance as required by this Lease. If Lessor purchases insurance for the Project, Lessee will be responsible for the costs of that insurance, including the insurance premium, interest and other reasonable charges directly related to the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will be added as Additional Rent. The costs of the insurance may be more than the cost of insurance Lessee may be able to obtain on its own.

**Section 7.2. Release and Indemnification.** To the extent permitted by law and without waiving any rights of sovereign immunity, Lessee shall indemnify, protect, hold harmless, save and keep Lessor harmless from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including counsel fees and expenses) arising out of or as the result of (a) the entering into of the Base Lease or this Lease, (b) the refinancing of the Costs of the Project and the payment of costs of delivering this Lease, (c) injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in, on or about the Project during the Lease Term or otherwise arising during the Lease Term because of Lessor's interest in the Project, and/or (d) the breach of any covenant by Lessee herein or any material misrepresentation by Lessee contained herein. The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease or the termination of this Lease for any reason.

## **ARTICLE VIII**

### **ASSIGNMENT AND SUBLEASING**

**Section 8.1. Assignment by Lessor.** Lessor's right, title and interest in, to and under this Lease and the Project may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee. Lessee agrees to keep a record of all such notices of assignment and to execute all documents, including notices of assignment and financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in the Project and in this Lease. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor.

**Section 8.2. Assignment and Subleasing by Lessee.** None of Lessee's right, title and interest in, to and under this Lease and in the Project may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Project if Lessee obtains the prior written consent of Lessor and an

opinion of nationally recognized counsel on the subject of tax exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments from gross income for federal income tax purposes. Any such sublease of all or part of the Project shall be subject to this Lease and the rights of Lessor in, to and under this Lease and the Project.

## **ARTICLE IX**

### **MAINTENANCE, REPAIRS AND MODIFICATIONS**

**Section 9.1. Maintenance, Repairs and Modifications.** Lessee shall, at its own expense, maintain, preserve and keep the Project in good repair, working order and condition, and shall from time to time make all repairs, replacements and improvements necessary to keep the Project in such condition. Lessor shall have no responsibility for any repairs, replacements or improvements. In addition, Lessee shall, at its own expense, have the right to renovate and improve any portion of the Project or to make additions, modifications and improvements thereto. All such additions, modifications and improvements shall thereafter comprise part of the Project and be subject to the provisions of this Lease; provided, however, that Lessee may install at its own expense any furniture, furnishings, trade fixtures and business equipment and such furniture, furnishings, trade fixtures and business equipment (specifically excluding lighting fixtures and heating, ventilating and air conditioning equipment and wiring within conduits) shall remain the property of Lessee and shall not be subject to the provisions of this Lease. Such additions, modifications and improvements shall not in any way damage the Project nor cause it to be used for purposes other than those permitted by this Lease and authorized under the provisions of municipal, state and federal law. The Project, upon completion of any additions, modifications and improvements made pursuant to this Section, shall be of a value which is not substantially less than the value of the Project immediately prior to the making of such additions, modifications and improvements. Any property for which a substitution or replacement is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Project for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Project, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Counsel, by nonpayment of any such item the interest of Lessor in the Project will be materially endangered or the Project or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon request and at the expense of Lessee.

**Section 9.2. Liens.** Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Project, other than the respective rights of Lessor and Lessee as herein and in the Base Lease provided. Except as expressly provided in this Article, Lessee shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by it in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

## **ARTICLE X**

### **LESSEE'S OPTION TO PURCHASE THE PROJECT**

**Section 10.1. Lessee's Option to Purchase the Project.** Lessee shall have the option to purchase Lessor's interest in the Project, upon giving written notice to Lessor at least 60 days before the date of purchase, at the following times and upon the following terms:

(a) On any Rental Payment Date occurring on or after the initial purchase date set forth on **Exhibit A**, upon payment in full of the Rental Payments then due hereunder plus the then applicable Purchase Price to Lessor; or

(b) In the event of substantial damage to or destruction or condemnation (other than condemnation by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Project, on the Rental Payment Date Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payments then due hereunder plus all remaining principal portions of Rental Payments set forth on **Exhibit A** to Lessor.

**Section 10.2. Determination of Fair Purchase Price.** Lessee and Lessor hereby agree and determine that the Rental Payment hereunder during the Original Term and any Renewal Term represent the fair value of the use of the Project and that the amount required to exercise Lessee's option to purchase Lessor's interest in the Project pursuant to **Section 10.1** represents, as of the end of the applicable Rental Payment Date, the fair purchase price of the Project. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under an economic practical compulsion to renew this Lease or to exercise its option to purchase the Project hereunder. In making such determinations, Lessee and Lessor have given consideration to the Costs of the Project, the uses and purposes for which the Project will be employed by Lessee, the benefit to Lessee by reason of the acquisition of the Project and the use and occupancy of the Project pursuant to the terms and provisions of this Lease and Lessee's option to purchase the Project. Lessee hereby determines and declares that the acquisition of the Project and the leasing of the Project pursuant to this Lease will result in a Project of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition of the Project was performed by Lessee other than pursuant to this Lease. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Project.

## **ARTICLE XI**

### **DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS**

**Section 11.1. Damage, Destruction and Condemnation.** Unless Lessee shall have exercised its option to purchase the Project and terminate this Lease as provided in **Article X**, if (i) any component of the Project is destroyed (in whole or in part) or is damaged by fire or other casualty or (ii) title to or the temporary use of such component of the Project or the interest of Lessee or Lessor in the component of the Project, shall be taken under the exercise of the power of eminent domain, or the threat of such exercise, by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee shall cause the Net Proceeds of any insurance or condemnation award or any sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Project by Lessee. Any balance of the Net Proceeds remaining after such work has been completed shall be held and appropriated by Lessee for the exclusive purpose of paying Rental Payments under this Lease.

If Lessee determines that the replacement, repair, restoration, modification or improvement of the Project is not economically feasible or in the best interest of Lessee, then, in lieu of making such replacement, repair, restoration, modification or improvement and if permitted by law, Lessee shall promptly purchase the Project by paying the Purchase Price to Lessor and such Net Proceeds shall be applied by Lessee to such payment to the extent required for such payment. Any balance of the Net Proceeds remaining after paying the Purchase Price to Lessor shall belong to Lessee.

**Section 11.2. Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement of any component of the Project in accordance with **Section 11.1**, subject to appropriation of sufficient funds, Lessee shall complete the work and pay any cost in excess of the amount of the Net Proceeds, and Lessee agrees that if by reason of any such insufficiency of the Net Proceeds Lessee shall make any payments pursuant to the provisions in this **Section 11.2**, Lessee shall not be entitled to any reimbursement therefor from Lessor or to any reduction in Rental Payments then due or thereafter coming due.

**Section 11.3. Cooperation of Lessor.** Lessor shall cooperate fully with Lessee, at the expense of Lessee, in filing any proof of loss with respect to any insurance policy covering the events described in **Section 11.1** and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any part thereof and will, to the extent it may lawfully do so, permit Lessee to litigate in any proceeding resulting therefrom in the name of and on behalf of Lessor. In no event will Lessor voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim or any prospective or pending condemnation proceeding with respect to the Project or any part thereof without the written consent of Lessee.

## **ARTICLE XII**

### **DEFAULT PROVISIONS**

**Section 12.1. Events of Default Defined.** The following shall be “Events of Default” under this Lease and the term “Events of Default” shall mean, whenever it is used in this Lease, any one or more of the following events:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement under any Project Document on its part to be observed or performed, other than as referred to in clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor shall consent to an extension of such time if Lessee certifies that corrective action has been instituted by Lessee within the applicable period and will be diligently pursued until such failure is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Project Document or any instrument or certificate related thereto or to the Project shall be incorrect, untrue or misleading in any material respect;

(d) Any provision of any Project Document shall at any time for any reason cease to be valid and binding on Lessee, or shall be declared to be null and void, or the validity or enforceability thereof shall be contested by Lessee or any governmental agency or authority if the loss of such

provision would materially adversely affect the rights or security of Lessor, or Lessee shall deny that it has any further liability or obligation under this Lease or the Base Lease; or

(e) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee to promptly lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its essential functions, or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of any applicable federal bankruptcy law.

**Section 12.2. Remedies.** Whenever any Event of Default shall have happened and be continuing, Lessor shall have the right, at its option and without any further demand or notice, to take any one or more of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating this Lease, take possession of the Project, sell Lessor's interest in the Base Lease, or lease the Project and collect the rentals therefor for all or any portion of the remainder of its leasehold term upon such terms and conditions as it may deem satisfactory in its sole discretion, with Lessee remaining liable for the difference between the Rental Payments, Additional Rents and other amounts payable by Lessee hereunder during the Original Term or then current Renewal Term, as the case may be, and the net proceeds of any purchase price, rents or other amounts paid by the purchaser, new lessee or sublessee of the Project, and, provided further, that, in such event, if Lessor shall receive a payment for sale of its interest or total Rental Payments for lease of the Project that are, after payment of Lessor's expenses in connection therewith, in excess of the then applicable Purchase Price, then such excess shall be paid to Lessee either by Lessor, its assigns, or by its sublessee; or

(c) Take whatever action at law or in equity may appear necessary or desirable to collect the Rental Payments then due and thereafter to become due during the then current Original Term or Renewal Term, or enforce performance and observance of any obligation, agreement or covenant of Lessee under this Lease.

**Section 12.3. No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor or Lessee to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

**Section 12.4. No Additional Waiver Implied by One Waiver.** In the event any agreement contained in this Lease shall be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE XIII

### AMENDMENTS, CHANGES AND MODIFICATIONS

**Section 13.1. Amendments, Changes and Modifications.** This Lease may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from inaction, course of dealing or otherwise.

## ARTICLE XIV

### MISCELLANEOUS

#### **Section 14.1. Maintenance of Tax Exemption.**

(a) Lessee shall not take any action or fail to take any action which action or failure would cause the interest components of Rental Payments under this Lease to be includable in gross income for federal income tax purposes.

(b) Lessee will comply with all applicable provisions of the Code, including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder from time to time proposed or in effect in order to maintain the exclusion from gross income for purposes of federal income taxation of the interest components of Rental Payments under this Lease.

**Section 14.2. Notices.** It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Lease to be given or filed with Lessor or Lessee if the same shall be duly mailed by registered or certified mail with postage prepaid addressed as set forth on **Exhibit B**. Lessor and Lessee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

**Section 14.3. Title to Personal Property.** Title to any portion of the Project that constitutes personal property shall vest in Lessee subject to Lessor's rights under this Lease and the Base Lease; provided that title thereto shall thereafter immediately and without any action by Lessee vest in Lessor and Lessee shall immediately surrender possession thereof to Lessor upon (i) any termination of this Lease without Lessee exercising its option to purchase pursuant to **Section 10.1** or (ii) the occurrence of an Event of Default. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section shall occur automatically without the necessity of any deed, bill of sale, certificate of title or other instrument of conveyance. Nevertheless, Lessee shall execute and deliver any such instruments as Lessor may request to evidence such transfer.

**Section 14.4. Security Interest.** To secure the payment of all of Lessee's obligations under this Lease, to the extent permitted by law, Lessor retains a security interest in that portion of the Project consisting of personal property or fixtures and on all additions, attachments, accessions thereto, substitutions therefor and on any proceeds therefrom. Lessee consents to the filing of financing statements with respect to such personal property and fixtures and shall execute such additional documents, including affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest.

**Section 14.5. Net Lease.** It is the understanding and agreement of the parties hereto that, subject to **Sections 3.3** and **4.3**, this is a clear "net" lease obligation and that Lessee shall bear all expenses and make all payments consistent with the principle of the "net" Lease. Lessee hereby assumes and agrees to perform

all duties and obligations relating to the Project, as well as the use, operation, and maintenance thereof, even though such duties and obligations may otherwise be construed to be those of Lessor.

**Section 14.6. No Pecuniary Liability.** No provision, covenant or agreement contained in this Lease or any obligation herein imposed upon Lessor, or the breach thereof, shall constitute or give rise to or impose upon Lessor a pecuniary liability.

**Section 14.7. Access to Premises.** Lessee agrees that Lessor or any agent or representative of Lessor shall have the right at all reasonable times to enter upon and to examine and inspect the Project. Lessee further agrees that Lessor and any such agent or representative shall have such rights of access to the Project as may be reasonably necessary to cause the proper maintenance of the Improvements in the event of failure by Lessee to perform its obligations hereunder.

**Section 14.8. Financial Statements.** Throughout the Lease Term, Lessee shall deliver to Lessor, as soon as available but no later than 180 days after Lessee's Fiscal Year end, a copy of Lessee's annual audited statement of income and expense and Lessee's annual audited balance sheet.

**Section 14.9. Title to the Land.** Lessee covenants that the title to the Land is and shall remain in Lessee, subject to the rights of Lessor hereunder and under the Base Lease.

**Section 14.10. Binding Effect.** This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 14.11. Electronic Transactions.** This Lease may be executed in any number of counterparts, each of which will be deemed to be an original but all together will constitute but one and the same Lease. It is also agreed that separate counterparts of this Lease may be executed by Lessor and Lessee all with the same force and effect as though the same counterpart had been executed by both Lessor and Lessee. The Lessor and the Lessee agree that the transactions described herein may be conducted and related documents may be sent, received or stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

*[Remainder of page intentionally left blank]*



**CITY OF BOLIVAR, MISSOURI,  
as Lessee**

[SEAL]

By: \_\_\_\_\_  
Name: Chris Warwick  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Name: Paula Henderson  
Title: City Clerk

**ACKNOWLEDGMENT**

**STATE OF MISSOURI**       )  
  ) **SS.**  
**COUNTY OF POLK**        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **CHRIS WARWICK**, to me personally known, who, being before me duly sworn, did say that she is the Mayor of the **CITY OF BOLIVAR, MISSOURI**, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Lessee.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said State  
Commission Expires:

*PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS  
BOX*

Lease Purchase Agreement

# EXHIBIT A TO LEASE PURCHASE AGREEMENT

## RENTAL PAYMENT SCHEDULE

<u>Date</u>	<u>Total Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Purchase Price*</u>	<u>Purchase Price**</u>
02/08/2019	-	-	-	\$365,467.10	\$376,431.11
03/08/2019	\$3,591.74	\$1,026.35	\$2,565.39	362,901.71	373,788.76
04/08/2019	3,591.74	1,019.15	2,572.59	360,329.12	371,138.99
05/08/2019	3,591.74	1,011.92	2,579.82	357,749.30	368,481.78
06/08/2019	3,591.74	1,004.68	2,587.06	355,162.24	365,817.11
07/08/2019	3,591.74	997.41	2,594.33	352,567.91	363,144.95
08/08/2019	3,591.74	990.13	2,601.61	349,966.30	360,465.29
09/08/2019	3,591.74	982.82	2,608.92	347,357.38	357,778.10
10/08/2019	3,591.74	975.50	2,616.24	344,741.14	355,083.37
11/08/2019	3,591.74	968.15	2,623.59	342,117.55	352,381.08
12/08/2019	3,591.74	960.78	2,630.96	339,486.59	349,671.19
01/08/2020	3,591.74	953.39	2,638.35	336,848.24	346,953.69
02/08/2020	3,591.74	945.98	2,645.76	334,202.48	340,886.53
03/08/2020	3,591.74	938.55	2,653.19	331,549.29	338,180.28
04/08/2020	3,591.74	931.10	2,660.64	328,888.65	335,466.42
05/08/2020	3,591.74	923.63	2,668.11	326,220.54	332,744.95
06/08/2020	3,591.74	916.14	2,675.60	323,544.94	330,015.84
07/08/2020	3,591.74	908.62	2,683.12	320,861.82	327,279.06
08/08/2020	3,591.74	901.09	2,690.65	318,171.17	324,534.59
09/08/2020	3,591.74	893.53	2,698.21	315,472.96	321,782.42
10/08/2020	3,591.74	885.95	2,705.79	312,767.17	319,022.51
11/08/2020	3,591.74	878.35	2,713.39	310,053.78	316,254.86
12/08/2020	3,591.74	870.73	2,721.01	307,332.77	313,479.43
01/08/2021	3,591.74	863.09	2,728.65	304,604.12	310,696.20
02/08/2021	3,591.74	855.43	2,736.31	301,867.81	304,886.49
03/08/2021	3,591.74	847.75	2,743.99	299,123.82	302,115.06
04/08/2021	3,591.74	840.04	2,751.70	296,372.12	299,335.84
05/08/2021	3,591.74	832.31	2,759.43	293,612.69	296,548.82
06/08/2021	3,591.74	824.56	2,767.18	290,845.51	293,753.97
07/08/2021	3,591.74	816.79	2,774.95	288,070.56	290,951.27
08/08/2021	3,591.74	809.00	2,782.74	285,287.82	288,140.70
09/08/2021	3,591.74	801.18	2,790.56	282,497.26	285,322.23
10/08/2021	3,591.74	793.35	2,798.39	279,698.87	282,495.86
11/08/2021	3,591.74	785.49	2,806.25	276,892.62	279,661.55
12/08/2021	3,591.74	777.61	2,814.13	274,078.49	276,819.27
01/08/2022	3,591.74	769.70	2,822.04	271,256.45	273,969.01
02/08/2022	3,591.74	761.78	2,829.96	268,426.49	271,110.75
03/08/2022	3,591.74	753.83	2,837.91	265,588.58	268,244.47
04/08/2022	3,591.74	745.86	2,845.88	262,742.70	265,370.13
05/08/2022	3,591.74	737.87	2,853.87	259,888.83	262,487.72

<u>Date</u>	<u>Total Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Purchase Price*</u>	<u>Purchase Price**</u>
06/08/2022	\$3,591.74	\$729.85	\$2,861.89	\$257,026.94	\$259,597.21
07/08/2022	3,591.74	721.82	2,869.92	254,157.02	256,698.59
08/08/2022	3,591.74	713.76	2,877.98	251,279.04	253,791.83
09/08/2022	3,591.74	705.68	2,886.06	248,392.98	250,876.91
10/08/2022	3,591.74	697.57	2,894.17	245,498.81	247,953.80
11/08/2022	3,591.74	689.44	2,902.30	242,596.51	245,022.48
12/08/2022	3,591.74	681.29	2,910.45	239,686.06	242,082.92
01/08/2023	3,591.74	673.12	2,918.62	236,767.44	239,135.11
02/08/2023	3,591.74	664.92	2,926.82	233,840.62	236,179.03
03/08/2023	3,591.74	656.70	2,935.04	230,905.58	233,214.64
04/08/2023	3,591.74	648.46	2,943.28	227,962.30	230,241.92
05/08/2023	3,591.74	640.19	2,951.55	225,010.75	227,260.86
06/08/2023	3,591.74	631.91	2,959.83	222,050.92	224,271.43
07/08/2023	3,591.74	623.59	2,968.15	219,082.77	221,273.60
08/08/2023	3,591.74	615.26	2,976.48	216,106.29	218,267.35
09/08/2023	3,591.74	606.90	2,984.84	213,121.45	215,252.66
10/08/2023	3,591.74	598.52	2,993.22	210,128.23	212,229.51
11/08/2023	3,591.74	590.11	3,001.63	207,126.60	209,197.87
12/08/2023	3,591.74	581.68	3,010.06	204,116.54	206,157.71
01/08/2024	3,591.74	573.23	3,018.51	201,098.03	203,109.01
02/08/2024	3,591.74	564.75	3,026.99	198,071.04	200,051.75
03/08/2024	3,591.74	556.25	3,035.49	195,035.55	196,985.91
04/08/2024	3,591.74	547.72	3,044.02	191,991.53	193,911.45
05/08/2024	3,591.74	539.18	3,052.56	188,938.97	190,828.36
06/08/2024	3,591.74	530.60	3,061.14	185,877.83	187,736.61
07/08/2024	3,591.74	522.01	3,069.73	182,808.10	184,636.18
08/08/2024	3,591.74	513.39	3,078.35	179,729.75	181,527.05
09/08/2024	3,591.74	504.74	3,087.00	176,642.75	178,409.18
10/08/2024	3,591.74	496.07	3,095.67	173,547.08	175,282.55
11/08/2024	3,591.74	487.38	3,104.36	170,442.72	172,147.15
12/08/2024	3,591.74	478.66	3,113.08	167,329.64	169,002.94
01/08/2025	3,591.74	469.92	3,121.82	164,207.82	165,849.90
02/08/2025	3,591.74	461.15	3,130.59	161,077.23	162,688.00
03/08/2025	3,591.74	452.36	3,139.38	157,937.85	159,517.23
04/08/2025	3,591.74	443.54	3,148.20	154,789.65	156,337.55
05/08/2025	3,591.74	434.70	3,157.04	151,632.61	153,148.94
06/08/2025	3,591.74	425.83	3,165.91	148,466.70	149,951.37
07/08/2025	3,591.74	416.94	3,174.80	145,291.90	146,744.82
08/08/2025	3,591.74	408.03	3,183.71	142,108.19	143,529.27
09/08/2025	3,591.74	399.09	3,192.65	138,915.54	140,304.70
10/08/2025	3,591.74	390.12	3,201.62	135,713.92	137,071.06
11/08/2025	3,591.74	381.13	3,210.61	132,503.31	133,828.34
12/08/2025	3,591.74	372.11	3,219.63	129,283.68	130,576.52

<u>Date</u>	<u>Total Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Purchase Price*</u>	<u>Purchase Price**</u>
01/08/2026	\$3,591.74	\$363.07	\$3,228.67	\$126,055.01	\$127,315.56
02/08/2026	3,591.74	354.00	3,237.74	122,817.27	124,045.44
03/08/2026	3,591.74	344.91	3,246.83	119,570.44	120,766.14
04/08/2026	3,591.74	335.79	3,255.95	116,314.49	117,477.63
05/08/2026	3,591.74	326.65	3,265.09	113,049.40	114,179.89
06/08/2026	3,591.74	317.48	3,274.26	109,775.14	110,872.89
07/08/2026	3,591.74	308.29	3,283.45	106,491.69	107,556.61
08/08/2026	3,591.74	299.06	3,292.68	103,199.01	104,231.00
09/08/2026	3,591.74	289.82	3,301.92	99,897.09	100,896.06
10/08/2026	3,591.74	280.54	3,311.20	96,585.89	97,551.75
11/08/2026	3,591.74	271.25	3,320.49	93,265.40	94,198.05
12/08/2026	3,591.74	261.92	3,329.82	89,935.58	90,834.94
01/08/2027	3,591.74	252.57	3,339.17	86,596.41	87,462.37
02/08/2027	3,591.74	243.19	3,348.55	83,247.86	84,080.34
03/08/2027	3,591.74	233.79	3,357.95	79,889.91	80,688.81
04/08/2027	3,591.74	224.36	3,367.38	76,522.53	77,287.76
05/08/2027	3,591.74	214.90	3,376.84	73,145.69	73,877.15
06/08/2027	3,591.74	205.42	3,386.32	69,759.37	70,456.96
07/08/2027	3,591.74	195.91	3,395.83	66,363.54	67,027.18
08/08/2027	3,591.74	186.37	3,405.37	62,958.17	63,587.75
09/08/2027	3,591.74	176.81	3,414.93	59,543.24	60,138.67
10/08/2027	3,591.74	167.22	3,424.52	56,118.72	56,679.91
11/08/2027	3,591.74	157.60	3,434.14	52,684.58	53,211.43
12/08/2027	3,591.74	147.96	3,443.78	49,240.80	49,733.21
01/08/2028	3,591.74	138.28	3,453.46	45,787.34	46,245.21
02/08/2028	3,591.74	128.59	3,463.15	42,324.19	42,747.43
03/08/2028	3,591.74	118.86	3,472.88	38,851.31	39,239.82
04/08/2028	3,591.74	109.11	3,482.63	35,368.68	35,722.37
05/08/2028	3,591.74	99.33	3,492.41	31,876.27	32,195.03
06/08/2028	3,591.74	89.52	3,502.22	28,374.05	28,657.79
07/08/2028	3,591.74	79.68	3,512.06	24,861.99	25,110.61
08/08/2028	3,591.74	69.82	3,521.92	21,340.07	21,553.47
09/08/2028	3,591.74	59.93	3,531.81	17,808.26	17,986.34
10/08/2028	3,591.74	50.01	3,541.73	14,266.53	14,409.20
11/08/2028	3,591.74	40.07	3,551.67	10,714.86	10,822.01
12/08/2028	3,591.74	30.09	3,561.65	7,153.21	7,224.74
01/01/2029	3,591.74	20.09	3,571.65	3,581.56	3,617.38
02/08/2029	3,591.74	10.18	3,581.56	0.00	0.00

\*Prepayment with internally generated funds/cash of the Lessee.

\*\*Prepayment with non-internally generated funds/grants/financing proceeds.

## **EXHIBIT B TO LEASE PURCHASE AGREEMENT**

### **OTHER PROVISIONS**

**Amount Advanced to the Lessee:** \$365,467.10

**Improvements:** The Project consists of the acquisition of the Land and an approximately 11,000 square foot building with a full basement. The building is concrete block construction over a poured concrete basement foundation, with a combination of brick and stucco exterior. The Project has no on-site parking.

**Fiscal Year:** Lessee's Fiscal Year currently begins on January 1 of each year.

**Delivery Date of Lease:** February 8, 2019.

**Interest Rate:** The interest portions of Rental Payments are calculated using a per annum interest rate of 3.370% and on the basis of an 30/360-day year for computation.

**Initial Purchase Date:** The initial purchase date for purposes of **Section 10.1(a)** is the date of the delivery of this Lease.

**Addresses:** The following addresses shall be used as described in **Section 14.2**, unless changed as described therein:

- (a) If to Lessor: Clayton Holdings, LLC  
8000 Forsyth  
P.O. Box 11309  
St. Louis, Missouri 63105  
Attention: Leasing Department
- (b) If to Lessee: City of Bolivar  
345 S. Main Ave.  
Bolivar, Missouri 65613  
Attention: City Administrator

**SCHEDULE 1 TO BASE LEASE AND TO LEASE PURCHASE AGREEMENT**

**DESCRIPTION OF THE LAND**

Beginning at the Northwest corner of Lot 5 of VILES SUBDIVISION of the City of Bolivar, Missouri, thence North 70 degrees 05 minutes East along the North line of said Lot a distance of 150 feet, thence Southerly to a point that is 236 feet North 69 degrees 22 minutes East from the Southwest corner of Lot 5, thence South 69 degrees 22 minutes West 236 feet to said Southwest Corner, thence North 01 degrees 53 minutes 44 seconds East along the West line of Lot 5 a distance of 223.56 feet, more or less, to the point of beginning.

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**LEASE PURCHASE AGREEMENT  
DATED AS OF FEBRUARY 8, 2019**

**between**

**CLAYTON HOLDINGS, LLC  
as Lessor/Grantor**

**and**

**CITY OF BOLIVAR, MISSOURI  
as Lessee/Grantee**

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Grantor: 8000 Forsyth, St. Louis, MO 63105 Attn: Leasing Department  
Grantee: 345 South Main Street, Bolivar, MO 65613 Attn: City Administrator  
Legal Description may be found on Schedule 1.

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## **BASE LEASE**

**BASE LESSOR:**            **CITY OF BOLIVAR, MISSOURI**, a Missouri fourth class city

**BASE LESSEE:**          **CLAYTON HOLDINGS, LLC**, a Missouri limited liability company

**DATE:**                    **FEBRUARY 8, 2019**

**THIS BASE LEASE** (the “Base Lease”), dated as of the date set forth above, by and between the Base Lessor named above (together with its successors and assigns, “Base Lessor”), and the Base Lessee named above (together with its successors, “Base Lessee”),

### **WITNESSETH:**

**WHEREAS**, Base Lessor is the owner of the real estate described in **Schedule 1** hereto (the “Land”); and;

**WHEREAS**, in order to carry out the governmental and proprietary functions of Base Lessor, the governing body of Base Lessor deems it necessary to provide funds in the aggregate amount stated in the hereinafter defined Lease to refinance the costs to acquire the Land and related improvements, fixtures, equipment, furnishings and related support facilities thereon (the “Improvements”) and to pay costs of delivering the Lease;

**WHEREAS**, the Base Lessor has offered to lease the Land and Improvements (together, the “Project”) to Base Lessee upon the terms and conditions of this Base Lease, and Base Lessee has agreed to lease the Project to Base Lessor pursuant to a Lease Purchase Agreement dated as of the date hereof (as amended or supplemented from time to time, the “Lease”) by and between Base Lessee, as lessor, and Base Lessor, as lessee, upon the terms and conditions set forth in the Lease;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein set forth, Base Lessor and Base Lessee do hereby covenant and agree as follows:

**Section 1.        Representations by Base Lessor.** Base Lessor represents, warrants and covenants as follows:

(a)        Base Lessor is a body politic and corporate established and existing under and pursuant to the laws of the state in which it is located (the “State”);

(b)        The lease of the Project to Base Lessee pursuant to this Base Lease and the lease of the Project by Base Lessee to Base Lessor, as provided in the Lease, is desirable and in the public interest, and Base Lessor hereby declares its current need for the Project;

(c)        Base Lessor, pursuant to proper action duly taken by its governing body, has full power and authority to enter into this Base Lease and the Lease and the transactions contemplated by this Base Lease and the Lease and to carry out its obligations hereunder and thereunder, has been duly authorized to execute and deliver this Base Lease and the Lease and by proper action has duly authorized the execution and delivery of this Base Lease and the Lease;

(d) Neither the execution and delivery of this Base Lease or the Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Base Lessor is now a party or by which Base Lessor is bound;

(e) Base Lessor has good and marketable fee title to the Land;

(f) The Land is not subject to any dedication, easement, right of way, reservation in patent, covenant, condition, restriction, lien or encumbrance which would prohibit or materially interfere with the use of the Project, as contemplated by the Lease;

(g) All taxes, assessments or impositions of any kind with respect to the Land, except current taxes, have been paid in full;

(h) The Land is properly zoned for the purpose of the Project; and

(i) Base Lessor has not made, done, executed or suffered, and warrants that it will not make, do, execute or suffer, any act or thing whereby Base Lessor's interests in any property now or hereafter included in the Project shall be or may be impaired, changed or encumbered in any manner whatsoever except as permitted by this Base Lease and the Lease.

**Section 2. Lease.** Base Lessor hereby leases to Base Lessee, and Base Lessee hereby rents and leases from Base Lessor, the Land on the terms and conditions hereinafter set forth.

**Section 3. Term.** The term of this Base Lease shall commence as of the date of the delivery hereof, and shall end on December 31, 2039, unless such term is sooner terminated as hereinafter provided.

**Section 4. Rental.** As and for rental hereunder and in consideration for the leasing of the Land to Base Lessee, Base Lessee shall:

(a) Simultaneously with the delivery of this Base Lease, enter into the Lease; and

(b) Deposit the amount set forth on **Schedule 2** as directed by the Base Lessor.

**Section 5. Assignments and Subleases.** Base Lessee may assign its rights under this Base Lease or sublet the Project without the consent of Base Lessor (i) in connection with any assignment of its rights under the Lease, (ii) if the Lease is terminated for any reason or (iii) if an “event of default” as defined in the Lease has occurred.

**Section 6. Termination.** This Base Lease shall terminate upon the completion of the term set forth in **Section 3**; provided, however, in the event Base Lessor makes payment of the purchase price or makes all of the rental payments provided for in **Article IV** of the Lease and exercises its option to purchase Base Lessee’s interest in the Project pursuant to **Article X** of the Lease, then this Base Lease shall be considered assigned to Base Lessor and terminated through merger of the leasehold interest with the fee interest if Base Lessor is the owner of the fee interest.

If an “event of default” under the Lease occurs or if Base Lessor terminates the Lease pursuant to **Section 3.2** of the Lease, Base Lessee shall have the right to possession of the Project for the remainder of

the term of this Base Lease and shall have the right to sublease the Project or sell its interest in the Project and this Base Lease upon whatever terms and conditions it deems prudent; provided, however, that Base Lessee shall provide Base Lessor with adequate public liability insurance covering the premises for the remainder of the term and will furnish Base Lessor with evidence thereof.

**Section 7. Default.** Base Lessor shall not have the right to exclude Base Lessee from the Project or take possession of the Project (other than pursuant to the Lease) or to terminate this Base Lease prior to the expiration of its term upon any default by Base Lessee hereunder, except that if, upon the exercise of the option to purchase Base Lessee's interest in the Project granted to Base Lessor in **Article X** of the Lease and after the payment of the purchase price specified therein and other sums payable under the Lease, Base Lessee fails to convey its interest in the Project to Base Lessor pursuant to said option, then Base Lessor shall have the right to terminate this Base Lease, such termination to be effective thirty (30) days after delivery of written notice of such termination to Base Lessee. In the event of any default by Base Lessee hereunder, however, Base Lessor may maintain an action for damages or, if permitted in equity, for specific performance.

**Section 8. Quiet Enjoyment.** At all times during the term of this Base Lease, Base Lessee shall peaceably and quietly have, hold and enjoy all of the Project, subject to the rights of Base Lessor under the Lease.

**Section 9. No Merger.** No union of the interests of Base Lessor and Base Lessee herein shall result in a merger of this Base Lease and the title to the Land, except as described in **Section 6**.

**Section 10. Taxes and Assessments.** Base Lessor covenants and agrees to pay any and all assessments of any kind or character and all taxes levied or assessed upon the Land.

**Section 11. Warranty and Indemnity Regarding Environmental Matters.** Base Lessor hereby warrants and represents that (i) there has not been any "release" (as defined in 42 U.S.C. § 9601(22)) or threat of a "release" of any "hazardous substances" (as defined in 42 U.S.C. § 9601(14)) on or about any of the Project, (ii) no part of the Project is or may be a "facility" (within the meaning of 42 U.S.C. § 9607(a)), and (iii) the Project and the use thereof are in compliance with all applicable laws, statutes, ordinances, rules and regulations of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, both as amended, and all other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules and regulations.

Base Lessor agrees to provide Base Lessee with copies of any notifications of releases of oil or hazardous materials or substances or of any environmental hazards or potential hazards which are given by or on behalf of Base Lessor to any federal, state or local agencies or authorities or which are received by Base Lessor from any federal, state or local agencies or authorities with respect to the Project. Such copies shall be sent to Base Lessee concurrently with their being mailed or delivered to the governmental agencies or authorities or within 10 days after they are received by Base Lessor.

Base Lessor agrees to provide Base Lessee with copies of all emergency and hazardous chemical inventory forms (hereinafter "Notices") with respect to the Project previously given, as of the date hereof, to any federal, state or local governmental authority or agency as required pursuant to the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C.A. Section 1101 *et seq.*, and to provide Base Lessee with copies of all such Notices subsequently sent to any such governmental authority or agency as required

pursuant to the Emergency Planning and Community Right-to-Know Act of 1986. Such copies of subsequent Notices shall be sent to Base Lessee concurrently with their being mailed to any such governmental authority or agency.

Base Lessor hereby covenants and agrees, to the extent permitted by law and without waiving any rights of sovereign immunity, to indemnify, protect and hold harmless Base Lessee from and against any and all claims, demands, liabilities and costs, including without limitation attorneys' fees, arising from (a) any "release" (as defined above) or threat of a "release," actual or alleged, of any "hazardous substances" (as defined above) upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project regardless of whether such release or threat of a release or alleged release or threat of release has occurred prior to the date hereof and hereafter occurs and regardless of whether such release or threat of a release or alleged release or threat of a release occurs as the result of the negligence or misconduct of Base Lessor or any third party or otherwise, or (b) any violation, actual or alleged, of or any other liability under or in connection with any law, statute, ordinance, rule or regulation of any governmental or quasi-governmental authority, specifically including without limitation the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act, both as amended, or any other environmental protection or toxic waste or hazardous substance handling, treatment, storage or disposal laws, statutes, ordinances, rules or regulations upon or about the Project or respecting any products or materials previously or now located upon, delivered to or in transit to or from the Project, regardless of whether such violation or alleged violation has occurred prior to the date hereof or hereafter occurs and regardless of whether such violation or alleged violation occurs as a result of the negligence or misconduct of Base Lessor or any third party or otherwise. Notwithstanding the foregoing, Base Lessor shall not be obligated to indemnify and hold harmless Base Lessee from and against any claims, demands, liabilities and costs, including without limitation attorneys' fees, which arise solely as a result of the negligence or misconduct of Base Lessee.

**Section 12. Waiver of Personal Liability.** All liabilities under this Base Lease on the part of Base Lessee are solely corporate liabilities of Base Lessee as a corporation, and, to the extent permitted by law, Base Lessor hereby releases each and every director and officer of Base Lessee of and from any personal or individual liability under this Base Lease. No director or officer of Base Lessee shall at any time or under any circumstances be individually or personally liable under this Base Lease for anything done or omitted to be done by Base Lessee hereunder.

**Section 13. Eminent Domain.** (a) In the event the whole or any part of the Project is taken by eminent domain proceedings, the interest of the Base Lessee shall be recognized. The proceeds of said condemnation shall be applied as provided in **Article XI** of the Lease. Under State statutes, the Base Lessor has the power to condemn property for its purposes, and the Base Lessor acknowledges that if the Base Lessor condemned the Project, such action could adversely affect the continuation of this Base Lease. The Base Lessor further acknowledges that condemnation of the Project would adversely affect the Base Lessee and that without the Base Lessee's interest in the Project, the Base Lessee might not lease the Project to the Base Lessor pursuant to the Lease.

The Base Lessor and the Base Lessee have reached agreement on the terms of the acquisition of the Project, at Base Lessor's option, and to the use of the Project, all as set forth in the Lease. Any acquisition of the Base Lessee's interest in the Project or rights to its use by the Base Lessor (whether pursuant to the exercise of eminent domain powers or otherwise) shall be pursuant to and in accordance with the Lease, including payment of Rental Payments and the applicable Purchase Price (as defined and set forth in the Lease). If the Base Lessor allows the Lease to expire without exercising its option to purchase (whether by failure to exercise its option to extend the Lease for a Renewal Term, failure to

exercise its option to purchase at the conclusion of the Maximum Lease Term or failure to cure an Event of Default (as those terms are defined in the Lease), that action shall constitute an irrevocable determination by the Base Lessor that the Project is not required by it for any public purpose for the term of this Base Lease.

The Base Lessor hereby covenants and agrees, to the extent it may lawfully do so, that if for any reason it exercises the power of eminent domain with respect to the Project, the appraisal value of the Project shall not be less than the Rental Payments then due plus the then applicable Purchase Price as defined and set forth in the Lease.

(b) In the event that title to all or a portion of the Land is challenged or threatened by means of competent legal or equitable action, the Base Lessor covenants that it shall cooperate with the Base Lessee and shall take all reasonable actions, including where appropriate the lawful exercise of the Base Lessor's power of eminent domain, in order to quiet title to the Land in the Base Lessor.

**Section 14. Leaseback to Base Lessor; Term; Rental.** Contemporaneously herewith Base Lessee and Base Lessor will execute the Lease whereby Base Lessee subleases back to Base Lessor and Base Lessor subleases from Base Lessee the Project. Title to the Project shall remain in Base Lessor at all times. The Lease includes in **Article X** thereof the option of Base Lessor, upon payment of the purchase price, to purchase Base Lessee's interest in the Project.

**Section 15. Partial Invalidity.** If any one or more of the terms, provisions, covenants or conditions of this Base Lease shall to any extent be declared invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, the finding or order or decree of which becomes final, none of the remaining terms, provisions, covenants and conditions of this Base Lease shall be affected thereby, and each provision of this Base Lease shall be valid and enforceable to the fullest extent permitted by law.

**Section 16. Notices.** All written notices to be given under this Base Lease shall be given by mail to the party entitled thereto at its address set forth in the Lease, or at such address as the party may provide to the other party in writing from time to time. Any such notice shall be deemed to have been received 48 hours after deposit in the United States mail in registered form, with postage fully prepaid.

**Section 17. Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Base Lease.

**Section 18. Amendments, Changes and Modifications.** This Base Lease may not be effectively amended, changed, modified, altered or supplemented except with the written consent of both Base Lessee and Base Lessor. Any waiver of any provision of this Base Lease or any right or remedy hereunder must be affirmatively and expressly made in writing and shall not be implied from in action, course of dealing or otherwise.

**Section 19. Applicable Law.** This Base Lease shall be governed by and construed in accordance with the laws of the State.

**Section 20. Execution in Counterparts; Electronic Transactions.** This Base Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same instrument. The transactions described herein may be conducted and related documents may be received, delivered or stored by electronic means. Copies,

telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

**Section 21. Successors.** This Base Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**Section 22. Complete Agreement.** This written agreement is a final expression of the agreement between the parties hereto and such agreement may not be contradicted by evidence of any prior oral agreement or of a contemporaneous oral agreement between the parties hereto. No unwritten oral agreement between the parties exists.

**Section 23. Definition of Words and Terms.** Except as otherwise defined herein, all capitalized terms in this Base Lease that are not otherwise defined herein shall have the meaning set forth in the Lease.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, Base Lessor and Base Lessee have caused this Base Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**CITY OF BOLIVAR, MISSOURI,  
as Base Lessor**

[SEAL]

By: \_\_\_\_\_  
Name: Chris Warwick  
Title: Mayor

ATTEST:

\_\_\_\_\_  
Name: Paula Henderson  
Title: City Clerk

**ACKNOWLEDGMENT**

**STATE OF MISSOURI**       )  
  ) **SS.**  
**COUNTY OF POLK**        )

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared **CHRIS WARWICK**, to me personally known, who, being before me duly sworn, did say that she is the Mayor of the **CITY OF BOLIVAR, MISSOURI**, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed on behalf of said City by authority of its Board of Aldermen, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said Base Lessor.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said State  
Commission Expires:

*PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS  
BOX*

Base Lease

**CLAYTON HOLDINGS, LLC,  
as Base Lessee**

[SEAL]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF ST. LOUIS )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, to me personally known, who, being before me duly sworn, did say that (s)he is the \_\_\_\_\_ of **CLAYTON HOLDINGS, LLC**, a limited liability company duly organized and existing under the laws of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said entity, and that said instrument was signed on behalf of said entity by authority of its governing body, and said official acknowledged said instrument to be executed for the purposes therein stated and as the free act and deed of said entity.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said State  
Commission Expires:

*PLEASE AFFIX SEAL FIRMLY AND CLEARLY IN THIS  
BOX*

Base Lease

**SCHEDULE 1 TO BASE LEASE AND TO LEASE PURCHASE AGREEMENT**

**DESCRIPTION OF THE LAND**

Beginning at the Northwest corner of Lot 5 of VILES SUBDIVISION of the City of Bolivar, Missouri, thence North 70 degrees 05 minutes East along the North line of said Lot a distance of 150 feet, thence Southerly to a point that is 236 feet North 69 degrees 22 minutes East from the Southwest corner of Lot 5, thence South 69 degrees 22 minutes West 236 feet to said Southwest Corner, thence North 01 degrees 53 minutes 44 seconds East along the West line of Lot 5 a distance of 223.56 feet, more or less, to the point of beginning.

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## **SCHEDULE 2 TO BASE LEASE**

**Deposit to refinance the costs of the Project and pay costs of delivering the Lease:** \$365,467.10, of which 353,367.10 will be paid to or for the benefit of Base Lessee to provide the final payment due pursuant to the Lease Purchase Agreement dated as of January 30, 2014 between the Base Lessee and Base Lessor; and of which the remaining \$12,100.00 will be deposited with the Base Lessor for purpose of paying the costs of delivering the Lease.

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**BASE LEASE  
DATED AS OF FEBRUARY 8, 2019**

**between**

**CITY OF BOLIVAR, MISSOURI  
as Base Lessor/Grantor**

**and**

**CLAYTON HOLDINGS, LLC  
as Base Lessee/Grantee**

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Grantor: 345 South Main Street, Bolivar, MO 65613 Attn: City Administrator  
Grantee: 8000 Forsyth, St. Louis, MO 63105 Attn: Leasing Department  
Legal Description may be found on Schedule 1.



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**ORDINANCE COVER SHEET**

**Bill No. 2019-**\_\_\_\_\_

**Ordinance No.** \_\_\_\_\_

**“AN ORDINANCE ADDING A NEW SECTION 500.440 TO THE BOLIVAR  
MUNICIPAL CODE FOR REGULATING THE STORAGE, HAVING, AND  
KEEPING OF AMMONIUM NITRATE 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 ADDING A NEW SECTION 500.440 TO THE BOLIVAR MUNICIPAL CODE FOR REGULATING THE STORAGE, HAVING, AND KEEPING OF AMMONIUM NITRATE 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 Bolivar Municipal Code is hereby amended by adding a new Section 500.440 for regulating the storage, having, and keeping of ammonium nitrate in the City of Bolivar, Missouri, to read as follows:

**“SECTION 500.440: CODE FOR THE STORAGE OF AMMONIUM NITRATE AND PERMITTING REQUIREMENTS**

A. A certain document, three (3) copies of which are on file in the office of the City Clerk of the City of Bolivar, being marked and designated as the “NFPA 490 – Code for the Storage of Ammonium Nitrate, 2002 Edition,” as published by National Fire Protection Association, be and is hereby adopted as the Code for the Storage of Ammonium Nitrate in the City of Bolivar in the State of Missouri; for the purpose of governing the storage, having, and keeping of ammonium nitrate in the City of Bolivar.

B. The Code for the Storage of Ammonium Nitrate as set forth in this Section will be further regulated as follows:

1. Definitions:

a. Code. References in this Section to the “Code” will mean the NFPA 490 – Code for the Storage of Ammonium Nitrate, 2002 Edition, as published by National Fire Protection Association.

b. Chief. The Chief of the Fire Department or his or her authorized representative is hereby designated as “the authority having jurisdiction” wherever used in this Section and the Code.

c. Jurisdiction. “Jurisdiction” wherever used in this Section and the Code will mean the City of Bolivar, Missouri.

d. Permit. The term “Permit,” wherever used in this Section and the Code, will mean the written authority of the City of Bolivar, Missouri issued

pursuant to this Section and the Code to store, have or keep pure, fertilizer, or other grades of ammonium nitrate and mixtures containing sixty percent (60%) or more by weight of ammonium nitrate and that are classified as oxidizing materials by the authority having jurisdiction.

2. Application. This Section and the Code will apply to all persons, firms, corporations, partnerships, governmental agencies except federal, and associations storing, having, or keeping ammonium nitrate and to the owner or lessee of any building or premises in or on which ammonium nitrate is stored or kept.
3. Permitted Locations. The storage of ammonium nitrate in quantities of 1,000 lbs. (454 kg) or more is prohibited without a permit. No permit will be issued until approval has been given for the proposed storage location with respect to proximity to places of public assembly, schools, hospitals, and churches, and adequacy of water supply for fire control.
4. Retroactivity. The chief can issue a permit for the continued use of an existing warehouse, storage facility, handling equipment, building, and structure for the storage of ammonium nitrate that is not in strict compliance with the terms of this Section and the Code in cases where continued use will not constitute a distinct hazard to life or adjoining property. In cases where such permit is denied, the chief will notify the applicant and specify the reasons for denial in writing.
5. Permits:
  - a. A permit issued pursuant to this Section and the Code will be obtained from the Chief to store, have, or keep, in quantities of 1,000 lbs. (454 kg) or more, pure, fertilizer, and other grades of ammonium nitrate, and mixtures containing sixty percent (60%) or more by weight of ammonium nitrate and that are classified as oxidizing materials by the authority having jurisdiction.
  - b. Permits will not be transferable.
  - c. Each permit granted by the Chief will be valid for such period as might be specified but not to exceed one (1) year, will be a revocable license, and will expire when revoked.

6. Inspection and Approval – Violation a Public Nuisance:

- a. Application for a permit to use or operate facilities for the storage, having, or keeping of ammonium nitrate as herein required will be made in writing to the Chief. The Chief will then cause an inspection to be made of the premises and equipment proposed to be used. If they are found to be in compliance with this ordinance, a statement to that effect will be noted on the application and the application signed by the person making the inspection. The Chief will thereupon issue a permit as applied for.
  - b. The Chief can at any reasonable time inspect premises, buildings, installations, or equipment for the storage and handling of ammonium nitrate.
  - c. Any storage, having, or keeping of ammonium nitrate not in compliance with the provisions of this Section or the Code will be deemed to be a public nuisance and may be corrected or abated pursuant to the procedures set forth in Sections 235.010 and 235.020 of the Bolivar Municipal Code.
  - d. In addition to the nuisance abatement procedures as set forth in Sections 235.010 and 235.020 of the Bolivar Municipal Code, the Chief can suspend the permit issues for such facility if the owner, occupant, or operator fails to comply with any correction order issued upon a violation of this Section or the Code.
7. Modification. The Chief will have the power to grant exemption from application of this Section or the Code upon request, in writing, to do so when such request shows that the enforcement of the ordinance will cause unnecessary hardship to the petitioner, provided that said request will not be granted where the requested use will constitute a distinct hazard to life or adjoining property. The particulars of such exemptions when granted will be entered upon the permit issued. A copy thereof will be retained by the Chief.
8. Appeals. An appeal of any decision of the Chief or any correction order shall be available in accordance with the procedures set forth in Section 500.378 of the Bolivar Municipal Code. For purposes of appeals from this Section under the procedures of Section 500.378 of the Bolivar Municipal Code, a decision

of the Chief will have the same effect as a decision of the Code Enforcement Officer.”

**Section II:** In the event that any section, sentence, clause, phrase or portion of this Ordinance is held to be invalid by a court of competent jurisdiction, the remainder of the Ordinance shall continue in full force and effect, to the extent the remainder can be given effect without the invalid portion.

**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.

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**Christopher Warwick, Mayor**

**ATTEST:**

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**Paula Henderson, City Clerk**

**CERTIFICATION**

I, Paula Henderson, 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 \_\_\_\_\_, 2019; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

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**Paula Henderson, City Clerk**

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## TITLE I, GOVERNMENT CODE

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### Organization of Title I

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The City may wish to consider reorganizing this Title. Normally we try to keep Chapters in this Title in the order of importance as follows:

Ch. 100: General Provisions (*since this applies to the entire code*) – we are including a sample revised and enhanced Chapter and we would retain Articles I and IV of the current Code.

Ch. 105: Elections (*there is no Mayor or Board without an election*) – would use R.O. 2009 Ch. 115—we are also including a sample Chapter which could be used and combined with Chapter 115.

Ch. 110: Mayor and Board of Aldermen (*first elections are for the Mayor and Board*) – we would use sections from R.O. 2009 Ch. 105 and suggested portions of our sample Code Chapter, which is included.

Ch. 115: City Officials (*then the Mayor and/or Board appoints/elects certain officials*) – we would use sections from R.O. 2009 Ch. 105 and portions of our included sample Code Chapter.

Ch. 120 et seq.: *No proposed numbering changes to the rest of the Chapters in Title I*

If the City decides to reorganize some of the Chapters in this Title note that we will provide the City with a Derivation Table which maps each Code Section as it currently exists to where it is placed in the new Code. This will assist the City in locating any material previously contained in the Code.

See the notes below regarding the samples suggested and included with this Analysis.

#### Decision:

- ☒ Reorganize the Chapters in Title I as set out above.
- ☐ No revision desired, except as noted below in each Chapter.
- ☐ Revise as follows: (attach revisions separately).
- ☐ Other: (explain)

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### Chapter 100, General Provisions

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#### Article I, City Incorporation and Seal

#### Article II, General Code Provisions

#### Article III, Penalty

See the **Samples** tab of the Codification Portfolio. We are including a sample “General Provisions” Chapter 100C which contains statutory and non-statutory provisions. If the City chooses to include this sample Chapter, we will retain Sections 100.020 and all of Article IV of the 2009 Revised Ordinances and place them appropriately in the newly proposed Code. This sample Chapter is similar but has some updates to this material.

## City of Bolivar, Missouri

Decision:

- ☒ Include the sample “General Provisions” Chapter 100C in the new Code to replace Articles I through III, except integrate Section 100.020 and all of Article IV from the 2009 Revised Ordinances in the new Chapter.
- ☐ Include the sample “General Provisions” Chapter 100C but revise it as marked on the attached copy.
- ☐ Exclude the sample “General Provisions” Chapter.

**Article III, Penalty**

Section 100.220 contains general penalty provisions which derive from Section 79.470, RSMo. Note that Senate Bills 5 and 572 adopted in 2015 and 2016 have set out different penalties in certain circumstances, which the City may want to review. The City’s Attorney should assist the City in making a decision regarding these provisions and how to include them in the Code.

**479.350. DEFINITIONS.**

*For purposes of sections 479.350 to 479.372, the following terms mean:*

- (1) "Annual general operating revenue," revenue that can be used to pay any bill or obligation of a county, city, town, or village, including general sales tax; general use tax; general property tax; fees from licenses and permits; unrestricted user fees; fines, court costs, bond forfeitures, and penalties. Annual general operating revenue does not include designated sales or use taxes; restricted user fees; grant funds; funds expended by a political subdivision for technological assistance in collecting, storing, and disseminating criminal history record information and facilitating criminal identification activities for the purpose of sharing criminal justice-related information among political subdivisions; or other revenue designated for a specific purpose;*
- (2) "Court costs," costs, fees, or surcharges which are retained by a county, city, town, or village upon a finding of guilty or plea of guilty, and shall exclude any costs, fees, or surcharges disbursed to the state or other entities by a county, city, town, or village and any certified costs, not including fines added to the annual real estate tax bill or a special tax bill under section 67.398, 67.402, or 67.451;*
- (3) "Minor traffic violation," a municipal or county traffic ordinance violation prosecuted that does not involve an accident or injury, that does not involve the operation of a commercial motor vehicle, and for which no points are assessed by the department of revenue or the department of revenue is authorized to assess one to four points to a person's driving record upon conviction. Minor traffic violation shall include amended charges for any minor traffic violation. Minor traffic violation shall exclude a violation for exceeding the speed limit by more than nineteen miles per hour or a violation occurring within a construction zone or school zone;*
- (4) "Municipal ordinance violation," a municipal or county ordinance violation prosecuted for which penalties are authorized by statute under sections 64.160, 64.200, 64.295, 64.487, 64.690, 64.895, 67.398, 71.285, 89.120, and 89.490. Municipal ordinance violation shall include amended charges for municipal ordinance violations.*

*479.353. CONDITIONS. — Notwithstanding any provisions to the contrary, the following conditions shall apply to minor traffic violations and municipal ordinance violations:*

## City of Bolivar, Missouri

*(1) The court shall not assess a fine, if combined with the amount of court costs, totaling in excess of:*

*(a) Two hundred twenty-five dollars for minor traffic violations; and*

*(b) For municipal ordinance violations committed within a twelve month period beginning with the first violation: two hundred dollars for the first municipal ordinance violation, two hundred seventy-five dollars for the second municipal ordinance violation, three hundred fifty dollars for the third municipal ordinance violation, and four hundred fifty dollars for the fourth and any subsequent municipal ordinance violations;*

*(2) The court shall not sentence a person to confinement, except the court may sentence a person to confinement for any violation involving alcohol or controlled substances, violations endangering the health or welfare of others, or eluding or giving false information to a law enforcement officer;*

*(3) A person shall not be placed in confinement for failure to pay a fine unless such nonpayment violates terms of probation or unless the due process procedures mandated by Missouri Supreme Court Rule 37.65 or its successor rule are strictly followed by the court;*

*(4) Court costs that apply shall be assessed against the defendant unless the court finds that the defendant is indigent based on standards set forth in determining such by the presiding judge of the circuit. Such standards shall reflect model rules and requirements to be developed by the supreme court; and*

*(5) No court costs shall be assessed if the defendant is found to be indigent under subdivision (4) of this section or if the case is dismissed.*

**Decision:**

- ☐ No revision desired.
- ☐ Revise as follows: (attach revisions separately).

**Article IV, Miscellaneous Provisions**

We would retain this Article, subject to the following:

- A. The City may want to review Section 100.230 and confirm that it is still accurate. Additionally the City may want to change the reference to V.A.M.S. to read "RSMo.," as is used in the last paragraph hereof.

**Decision:**

- ☒ Include without revision, except change the V.A.M.S. reference to "RSMo."
- ☐ No revision desired.
- ☐ Revise as follows: (attach revisions separately).

- B. Sections 100.240 and 100.250 might be better placed in a separate Chapter, possibly Chapter 117, right after the City Officials.

**Decision:**

- ☒ Move these two Sections to a new Chapter 117 named "Conflicts of Interest and Nepotism."
- ☐ No change; keep these Sections in Chapter 100, Article IV.
- ☐ Revise as follows: (attach revisions separately).

**City of Bolivar, Missouri**

- C. Section 100.260 would possibly be better placed in Chapter 105 of the current Code (or Chapters 110 and 115 if the City chooses to utilize the sample Chapters provided with this Analysis). This way it would be more accessible with the other duties and authorities of the Mayor, Board of Aldermen and City Administrator.

**Decision:**

- ☒ Move Subsections B, C and D so they are placed in the respective Chapter with the other duties and authorities of the Mayor, Board of Aldermen and City Administrator.
- ☐ No revision desired; keep this Section in Chapter 100.
- ☐ Revise as follows: (attach revisions separately).

**Chapter 105, City Officers**

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- A. See the **Samples** tab of the Codification Portfolio. We are including two sample Chapters: Chapter 110C, Mayor and Board of Aldermen, and Chapter 115C, City Officials, which the City may want to review for possible replacement of portions of this Chapter 105.
- All of the provisions of Article I of sample Chapter 110C are statutory so the City may want to include at least this Article and add material from Chapter 105 into this Chapter/Article.
  - See notes below for additional notes regarding retained Sections in this Chapter.

**Decision:**

- ☒ Include sample Chapters 110C and 115C in lieu of current Chapter 105. Any desired revisions (beyond those addressed below) are marked on the attached document.
  - ☐ Retain this Chapter with no revisions, except as noted below.
  - ☐ Revise this Chapter as follows: (attach revisions separately).
- B. We would retain the City's material from Sections 105.010 to 105.014 (these Sections would be retained and replace the non-statutory provisions in Article II of sample Chapter 110C).

**Decision:**

- ☒ Include Sections 105.010 to 105.014 in Article II of sample Chapter 110C.
  - ☐ N/A, this Chapter 105 is being retained with no revisions, except as noted herein.
  - ☐ Revise as follows: (attach revisions separately).
- C. Section 105.015 should be reviewed for current accuracy as to the Aldermen's salaries. Note that the Mayor's salary is also set out in Section 105.020. We generally suggest placing something of this nature in only one place so that there is no possibility of conflict when updating one Section and not the other going forward. Additionally note that Sample Section 115C.060 sets out the statutory language regarding salaries. The specific salaries are often not contained in the Code.

## City of Bolivar, Missouri

**Decision:**

- ☒ Include only the Sample Chapter language; City wishes to delete specific salaries from the Code.
- ☐ Retain the salaries in the Code; however remove the Mayor's salary from Section 105.020 and place this in sample Chapter 110C.
- ☐ Revise as follows: (attach revisions separately).

D. Section 105.020 is for the most part addressed in sample Chapter 110C. Also note that the provisions in this Section set out requirements dating back to the 1999 election. Most of Subsection (A) is no longer needed since these provisions no longer appear to be current. This Section should be reviewed and the City should determine what is to be retained, if anything. Note if the sample Chapter 110C is used, see Sections 110C.040 and 110C.060. The salary as noted above is addressed in Section 105.015.

**Decision:**

- ☒ City will use the sample Chapter 110C without revision.
- ☐ City will use the sample Chapter 110C as marked on the attached document.
- ☐ Other: (explain)

E. If the sample Chapter 115C is retained, Section 105.035 would be moved to sample Chapter 115C as an added Article for City Administrator, along with Section 100.260 of the current Code.

**Decision:**

- ☒ Yes City will use sample Chapter 115C and this should be added.
- ☐ No revision desired; we will retain this Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

F. Section 105.040 is statutorily compliant, and if the City chooses to use sample Chapter 115C, we would replace the statutory provisions in Section 115C.090 with Sections 105.040 and 105.050.

**Decision:**

- ☒ City will use sample Chapter 115C; include Sections 105.040 and 105.050 as noted above.
- ☐ No revision desired; City will retain this Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

City Clerk Ordinance No. 3460 Passed 5-25-2018.  
Deputy City Clerk compensation to reflect as other city employees. Per Work Session Minutes October 10th, 2017.

G. Section 105.060 does not appear to conflict with statute, and if the City chooses to use the sample Chapter 115C, we would replace the provisions in Section 115C.110, 115C.120 and 115C.140 with Section 105.060. We would retain the statutory provisions of sample Section 115C.130 which appear to require an annual reporting by the Collector.

**Decision:**

- ☒ City will use sample Chapter 115C; include Section 105.060 as noted above.
- ☐ No revision desired; City will retain the Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

**City of Bolivar, Missouri**

- H. Section 105.070 does not appear to conflict with statute, and if the City chooses to use the sample Chapter 115C, we would combine these provisions and those in the statutory provisions of sample Section 115C.100 which appear to set out certain duties for the Treasurer that are not contained herein.

**Decision:**

- ☒ City will use sample Chapter 115C; include Section 105.070 as noted above.
- ☐ No revision desired; City will retain Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

- I. If the City chooses to use sample Chapter 115C, Section 105.080 would be moved to sample Chapter 115C as an added Article for Public Works Director.

**Decision:**

- ☒ City will use sample Chapter 115C; include Section 105.080 as noted above.
- ☐ No revision desired; City will retain Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

- J. If the City chooses to use sample Chapter 115C, Section 105.085 would be moved to sample Chapter 115C as an added Article for Building Inspector.

Compensation to reflect prodedures as the hourly employees and to be called to a board meeting as necessary. per Minutes October 10th, 2017.

**Decision:**

- ☒ City will use sample Chapter 115C; include Section 105.085 as noted above.
- ☐ No revision desired; City will retain Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

- K. If the City chooses to use sample Chapter 115C, Sections 105.090 and 105.095 would replace sample Section 115C.150. Please note that the City may want to add the qualification that "No person shall be appointed to the office of City Attorney unless he/she be a licensed and practicing attorney at law in this State."

**Decision:**

- ☒ City will use sample Chapter 115C; include Sections 105.090 and 105.095 AND add the additional qualification sentence as noted above.
- ☐ No revision desired; City will retain Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

- L. Section 105.100.

- (1) If the City chooses to use sample Chapter 115C, Section 105.100 would be moved to sample Chapter 115C as an added Article for Chief of Police.

## City of Bolivar, Missouri

Decision:

- ☒ City will use sample Chapter 115C; include Section 105.100 as noted above.
- ☐ No revision desired; City will retain Chapter 105.
- ☐ Revise as follows: (attach revisions separately).
- (2) It also appears that some of the language in Section 105.100 related to the change from an elected to appointed official could be deleted at this time, as indicated by strikethrough:
- B. Appointment Of Chief Of Police. ~~The term of the Chief of Police holding office prior to the annual municipal election in 2013 will expire at the first (1st) regular meeting of the Board of Aldermen following the annual municipal election in 2013. Beginning as of the first (1st) regular meeting of the Board of Aldermen following the annual municipal election in 2013,~~ the Chief of Police will be appointed as follows: The Mayor of the City of Bolivar will nominate a person who will be at least twenty-one (21) years of age to be Chief of Police, which nomination will thereupon be submitted to the Board of Aldermen for its approval or disapproval. Confirmation of the nomination by the Board of Aldermen will be by the majority vote of the Board of Aldermen of the City of Bolivar present at such meeting. The Chief of Police will hold office until his or her death, resignation or removal from office.
- D. Vacancy. ~~Any vacancy in the office of the Chief of Police occurring prior to the first (1st) regular meeting of the Board of Aldermen following the annual municipal election in 2013 will be filled consistent with the provisions of Section (B) above, to be effective for the remainder of the term ending at the first (1st) regular meeting of the Board of Aldermen following the annual municipal election in 2013. Any vacancy in the office of the Chief of Police occurring after the first (1st) regular meeting of the Board of Aldermen following the annual municipal election in 2013 will be filled consistent with the provisions of Subsection (B) above without regards to a set "term".~~

Decision:

- ☒ Revise as suggested.
- ☐ No revision desired.
- ☐ Revise as follows: (attach revisions separately).

M. If the City chooses to use sample Chapter 115C, Section 105.111 would be moved to sample Chapter 115C as an added Article for Fire Chief.

Decision:

- ☒ City will use sample Chapter 115C; include Section 105.111 as noted above.
- ☐ No revision desired; City will retain Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

\*Also to include Finance Director Ordinance 3461 adopted 5-25.2018.

N. If the City chooses to use sample Chapter 115C, Section 105.112 would be moved to sample Chapter 115C as an added Section to Article I, General Provisions.

**City of Bolivar, Missouri****Decision:**

- ☒ City will use sample Chapter 115C; include Section 105.112 as noted above.
- ☐ No revision desired; City will retain Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

O. If the City chooses to use sample Chapter 115C, Section 105.115 would be moved to sample Chapter 115C as an added Section to Article I, General Provisions.

**Decision:**

- ☒ City will use sample Chapter 115C; include Section 105.115 as noted above.
- ☐ No revision desired; City will retain Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

P. If the City chooses to use sample Chapter 110C, Section 105.116 would be moved to sample Chapter 110C as an additional section in Article I, Mayor and Board of Aldermen — Generally.

**Decision:**

- ☒ City will use sample Chapter 110C; include Section 105.116 as noted above.
- ☐ No revision desired; we will retain Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

Q. Note that Section 105.120(A) appears to be missing some wording from the similar statutory Section 79.240, RSMo., which was added in the 2013 Legislative Session, and which is set out below. If the City chooses to use sample Chapter 115C, we would include the new language and retain Subsections 105.120(B through F). Please note that these Subsections date back to 1896. The City may want to review these procedures and confirm they are still current.

***79.240. Removal of Officers.***

*A. The Mayor may, with the consent of a majority of all the members elected to the Board of Aldermen, remove from office, for cause shown, any elective officer of the City, such officer being first given opportunity, together with his/her witnesses, to be heard before the Board of Aldermen sitting as a Board of Impeachment. Any elective officer, including the Mayor, may in like manner, for cause shown, be removed from office by a two-thirds vote of all members elected to the Board of Aldermen, independently of the Mayor's approval or recommendation. The Mayor may, with the consent of a majority of all the members elected to the Board of Aldermen, remove from office any appointive officer of the City at will, and any such appointive officer may be so removed by a two-thirds vote of all the members elected to the Board of Aldermen, independently of the Mayor's approval or recommendation. The Board of Aldermen may pass ordinances regulating the manner of impeachments and removals.*

*B. Nothing in this Section shall be construed to authorize the Mayor, with the consent of the majority of all the members elected to the Board of Aldermen, or the Board of Aldermen by a two-thirds vote of all its members, to remove or discharge any chief, as that term is defined in Section 106.273, RSMo. (RSMo. §79.240, 2013)*

**City of Bolivar, Missouri****Decision:**

- ☒ City will use sample Chapter 115C; include Section 105.120, with the new statutory language and revisions noted above.
- ☐ No revision desired; City will retain Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

R. If the City chooses to use sample Chapter 115C, Section 105.130 would be moved to sample Chapter 115C as an added Section to Article I, General Provisions.

**Decision:**

- ☒ City will use sample Chapter 115C; include Section 105.130 as noted above.
- ☐ No revision desired; City will retain Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

S. If the City chooses to use sample Chapter 115C, Section 105.140 would be moved to sample Chapter 115C as an added Section to Article I, General Provisions.

**Decision:**

- ☒ City will use sample Chapter 115C; include Section 105.140 as noted above.
- ☐ No revision desired; City will retain Chapter 105.
- ☐ Revise as follows: (attach revisions separately).

**Chapter 115, Elections**

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**Article I, Generally**

A. See the **Samples** tab of the Codification Portfolio. We are including a sample Chapter 105C, "Elections," which sets out the notice requirements and the elected officials terms and years of election. We would retain the Ward descriptions from this Chapter as an added Article II of the sample Chapter 105C and any additional Sections from this Chapter that the City wishes to retain. Please review and advise.

**Decision:**

- ☒ Include the Wards Section 115.020 as Article II in the new Chapter based on the Sample, and also include Sections\_\_\_\_\_.
- ☐ No revision desired; City is not changing this Chapter 115, except as noted below.
- ☐ Revise as follows: \_\_\_\_\_

B. Note additionally that Section 115.020(B) references Section 115.342, RSMo., which was repealed in 2015. The City may want to review Section 105C.035 of the sample Chapter which derives from Section 115.306, RSMo., and within said Section references Section 115.349, RSMo.

**City of Bolivar, Missouri****Decision:**

- ☐ N/A; City will use the sample Chapter.
- ☒ Change “Section 115.342, RSMo” to read “Section 115.349, RSMo.”; City is retaining this Chapter.
- ☐ Revise as follows: \_\_\_\_\_

C. Note that Section 115.050 is contained in Chapter 110C of the sample Chapters provided. This Section derives from Section 79.070, RSMo., and in 2013 this statutory Section was revised to change the age requirement to 18 years of age. If Section 115.050 is retained then City should change this age requirement to conform to State law.

**Decision:**

- ☐ N/A; the City will use sample Chapter 110C, which resolves this conflict.
- ☒ Change 21 to 18 in Section 115.050; City is retaining this Chapter.
- ☐ Revise as follows: \_\_\_\_\_

**Chapter 120, Open Meetings and Records Policy**

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See the **Samples** tab of the Codification Portfolio. We are including an updated sample Chapter 120 on “Open Meetings and Records Policy,” which has been statutorily updated as recently as 2016. If this sample Chapter is used we will include Section 120.025 of the City’s current Chapter, since it is outside the scope of the sample Chapter.

**Decision:**

- ☒ Retain the sample Chapter 120 and add Section 120.025 from the City’s current Chapter.
- ☐ No revisions desired.
- ☐ Revise as follows: (attach revisions separately).

**Chapter 125, Municipal Court**

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See the **Samples** tab of the Codification Portfolio. We have included a sample Chapter 125 “Municipal Court” for the City to review against the 2009 Revised Ordinances Chapter and any notes made below. If the sample is used we will adjust it to reflect any additional provisions the City has in its current Chapter.

**Decision:**

- ☒ Use the sample Chapter 125 and adjust it to reflect any additional provisions in the City’s current Chapter.
- ☐ Retain current Chapter 125 with the revisions noted below.
- ☐ Revise as follows: (attach revisions separately).

## City of Bolivar, Missouri

## Article I, General Provisions

- A. Chapter 125 of the City's current Code does not contain the statutory provisions of Section 479.010, RSMo., set out below (and which are covered in the sample Chapter as well). The City may want to consider including this Section if the sample Chapter is not used.

***479.010. Violation of municipal ordinances, jurisdiction.***

*Violations of municipal ordinances shall be heard and determined only before divisions of the circuit court as hereinafter provided in this chapter. "Heard and determined," for purposes of this chapter, shall mean any process under which the court in question retains the final authority to make factual determinations pertaining to allegations of a municipal ordinance violation, including, but not limited to, the use of a system of administrative adjudication as provided in section 479.011, preliminary to a determination by appeal to the court in question. (L. 1978 H.B. 1634, A.L. 2007 H.B. 795 merged with S.B. 22)*

**Decision:**

- ☒ N/A; City will use the sample Chapter.
- ☐ Retain current Chapter 125 and add the statutory provisions set out above.
- ☐ Revise as follows: (attach revisions separately).

- A. As regards Section 125.040, the City may want to review the similar statutory provisions of Section 479.020.9, RSMo., which was amended in 2016 to include the following qualification:

*9. No municipal judge shall serve as a municipal judge in more than five municipalities at one time.*

**Decision:**

- ☒ N/A; City will use the sample Chapter.
- ☐ Retain current Chapter 125 and add this qualification to the current listing.
- ☐ Revise as follows: (attach revisions separately).

- B. As regards Section 110.160, note that the similar statutory provisions of Section 479.170, RSMo., were amended in 2010 to add provisions as set out below.

***479.170. Municipal judge without jurisdiction, when, procedure.***

*1. If, in the progress of any trial before a municipal judge, it shall appear to the judge that the accused ought to be put upon trial for an offense against the criminal laws of the state and not cognizable before him as municipal judge, he shall immediately stop all further proceedings before him as municipal judge and cause the complaint to be made before some associate circuit judge within the county.*

*2. For purposes of this section, any offense involving the operation of a motor vehicle in an intoxicated condition as defined in section 577.001 shall not be cognizable in municipal court, if the defendant has been convicted, found guilty, or pled guilty to two or more previous intoxication-related traffic offenses as defined in section 577.023, or has had two or more previous alcohol-related enforcement contacts as defined in section 302.525. (L. 1978 H.B. 1634, A.L. 2010 H.B. 1695, et al.)*

## City of Bolivar, Missouri

Decision:

- ☒ N/A; City will use the sample Chapter.
- ☐ Retain current Chapter 125 and insert the statutory provisions set out above to replace Section 110.160.
- ☐ Revise as follows: (attach revisions separately).

- C. Note that Section 125.240 may need to be adjusted based on Senate Bills 5 and 572 which set out new requirements in Section 479.360, RSMo., enacted in 2015 and amended in 2016. We recommend that the City review said requirements below with the City's Attorney to determine how this should be revised. This revision will need to be made in the sample Chapter as well.

***479.360. Certification of substantial compliance, filed with state auditor--procedures adopted and certified.***

*1. Every county, city, town, and village shall file with the state auditor, together with its report due under section 105.145, its certification of its substantial compliance signed by its municipal judge with the municipal court procedures set forth in this subsection during the preceding fiscal year. The procedures to be adopted and certified include the following:*

*(1) Defendants in custody pursuant to an initial arrest warrant issued by a municipal court have an opportunity to be heard by a judge in person, by telephone, or video conferencing as soon as practicable and not later than forty-eight hours on minor traffic violations and not later than seventy-two hours on other violations and, if not given that opportunity, are released;*

*(2) Defendants in municipal custody shall not be held more than twenty-four hours without a warrant after arrest;*

*(3) Defendants are not detained in order to coerce payment of fines and costs unless found to be in contempt after strict compliance by the court with the due process procedures mandated by Missouri Supreme Court Rule 37.65 or its successor Rule;*

*(4) The municipal court has established procedures to allow indigent defendants to present evidence of their financial condition and takes such evidence into account if determining fines and costs and establishing related payment requirements;*

*(5) The municipal court only assesses fines and costs as authorized by law;*

*(6) No additional charge shall be issued for the failure to appear for a minor traffic violation;*

*(7) The municipal court conducts proceedings in a courtroom that is open to the public and large enough to reasonably accommodate the public, parties, and attorneys;*

*(8) The municipal court makes use of alternative payment plan;*

*(9) The municipal court makes use of community service alternatives for which no associated costs are charged to the defendant; and*

*(10) The municipal court has adopted an electronic payment system or payment by mail for the payment of minor traffic violations.*

*2. On or before December 31, 2015, the state auditor shall set forth by rule a procedure for including the addendum information required by this section. The rule shall also allow reasonable opportunity for demonstration of compliance. (L. 2015 S.B. 5; A.L. 2016 S.B. 572)*

## City of Bolivar, Missouri

**Decision:**

- ☒ City will use the sample Chapter; add a new Subsection C to Section 125.260 which reads “*No additional charge shall be issued for the failure to appear for a minor traffic violation.*”
- ☐ Retain current Chapter 125; add a new Subsection C to Section 125.240 which reads “*No additional charge shall be issued for the failure to appear for a minor traffic violation.*”
- ☐ No revision desired.
- ☐ Revise as follows: (attach revisions separately).

**Article III, Fines and Court Costs**

- A. If the City retains its Chapter 125, you may want to combine Sections 125.300 and 125.310. Note there is duplication of the “court automation fee” which is scheduled to expire in September of 2018. Also note the “domestic violence surcharge” has changed to read “up to \$4.00” instead of the \$2.00 prior surcharge.

**Decision:**

- ☒ The City will use the sample Chapter (see next question).
- ☐ The current Chapter will be retained; make the changes noted above by deleting the duplicated “court automation fee”; and changing \$2.00 to read “up to \$4.00.”

- B. If the City chooses to use the updated sample Chapter, please review all the court costs in Section 125.320 and note any that should be excluded, as well as any additional fees or costs that should be retained from the current Code.

**Decision:**

- ☒ The City will use the sample Chapter. A marked-up copy of sample Section 125.320 is attached noting any subsections to be excluded, and those fees and costs from the current Code Sections 125.300 and 125.310 which should be included.
- ☐ The City will use the sample Chapter; however retain Sections 125.300 and 125.310 of the current Code in lieu of sample Section 125.320, but make the changes noted above by deleting the duplicated “court automation fee”; and changing \$2.00 to read “up to \$4.00.”
- ☐ N/A; the current Chapter will be retained and no further revisions are desired.

- C. As regards current Code Section 125.320, Ordinance Violation Surcharge, last amended in 1996, it appears this Section is longer necessary based on the costs set out in the prior Sections. It appears this Section would be superseded by those more current court costs.

**Decision:**

- ☒ N/A; City will use the sample Chapter.
- ☐ Retain current Chapter 125 and delete this Section.
- ☐ No revision desired.
- ☐ Revise as follows: (attach revisions separately).

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**Chapter 130, Finance and Taxation**

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**Article I, Generally**

- A. See the **Samples** tab of the Codification Portfolio. We have included a sample Chapter 130C, “Taxation and Finance.” The City may want to review the provisions of Article I and II of the sample Chapter, which include Fiscal Year and Budget requirements based for the most part on statutes. We would retain the City’s current Chapter with any changes noted by the City below as subsequent Articles.

**Decision:**

- ☐ Include Articles I and II of the sample Chapter, and retain the City’s current Chapter with changes noted below.
  - ☐ Include the City’s current Chapter with changes noted below; do not include Articles I and II of the sample Chapter.
  - ☐ Revise as follows: (attach revisions separately).
- B. Section 130.030 of the current Code originally derived from Section 94.210, RSMo., which was repealed in 2010 with no replacement provisions. This Section may not be necessary as it appears to simply restate, at least in part, the language in Sections 130.010 and 130.020. Review and advise if this Section should be retained since its statutory counterpart was repealed.

**Decision:**

- ☐ Delete this Section.
  - ☐ Retain this Section without revision.
  - ☐ Revise as follows: (attach revisions separately).
- C. Section 130.060 derives from Sections 94.300 and 140.100, RSMo., set out below. We note that Section 140.100, RSMo., was amended in 2010 to simplify its language. The City may want to review and revise this Section in line with said amendments. Section 94.300, RSMo. contains only the first phrase of this Section. The rest is based on Section 140.100, RSMo.

***140.100. Penalty against delinquent lands.***

*1. Each tract of land in the back tax book, in addition to the amount of tax delinquent, shall be charged with a penalty of eighteen percent of each year's delinquency except that the penalty on lands redeemed prior to sale shall not exceed two percent per month or fractional part thereof.*

*2. For making and recording the delinquent land lists, the collector and the clerk shall receive ten cents per tract or lot and the clerk shall receive five cents per tract or lot for comparing and authenticating such list.*

*(RSMo 1939 §§ 11117, 11124, A.L. 1945 p. 1910, A. 1949 S.B. 1024, A.L. 1982 H.B. 1351, et al., A.L. 1999 S.B. 76, A.L. 2010 H.B. 1316)*

**City of Bolivar, Missouri*****94.300. Taxes delinquent January first.***

*Upon the first day of January of each year all unpaid city taxes shall become delinquent, and the taxes upon real property are hereby made a lien thereon.*

*(RSMo 1939 § 7145) Prior revisions: 1929 § 6995; 1919 § 8446; 1909 § 9348*

**Decision:**

- ☒ Retain the first phrase as Subsection A and insert Section 140.100, RSMo., as Subsection B.
- ☐ No revision desired.
- ☐ Revise as follows: (attach revisions separately).

**Article II, City Sales Taxes**

Have all the taxes been included as set forth in Sections 130.070 through 130.110, and are they all current?

**Decision:**

- ☒ No revision desired.
- ☐ Revise as follows: (attach revisions separately).

**Article III, Enhanced Enterprise Zone**

Section 130.120 indicates that the Enhanced Enterprise Zone application is on file in the City office. Note that if the City would like this document to be available to the public more easily, it would be possible to place it online with eCode360<sup>®</sup> by placing it in the Public Documents area and then attaching a link within the Code. This would involve a change to the premium level of eCode. If the City is interested in knowing more about this we can contact the City and demonstrate how this can be done. This would not incur any additional page charges but would raise the annual eCode price slightly.

**Decision:**

- ☐ Yes, contact the City Officials to demonstrate how Public Documents works and the associated cost.
- ☒ City does not need the Enhanced Enterprise Zone application to be online.

**Chapter 135, Depository for City Funds**

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Due to the age of the provisions in this Chapter, the City may want to review this for current policy.

**Decision:**

- ☐ No revision desired.
- ☒ Revise as follows: (attach revisions separately).

\*Ordinance 3382 135.010 changed to every 4 years.

**City of Bolivar, Missouri**

**Chapter 140, Airport**

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Due to the age of the provisions in this Chapter, the City may want to review this for current policy.

**Decision:**

- ☐ No revision desired.
- ☐ Revise as follows: (attach revisions separately).

**Chapter 145, Bidding and Purchasing Procedures**

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This Chapter has been amended as recently as 2013.

**Decision:**

- ☐ No revision desired.
- ☐ Revise as follows: (attach revisions separately).

## **Chapter 100C**

### **GENERAL PROVISIONS**

#### **ARTICLE I City Incorporation And Seal**

##### **Section 100C.010. Municipal Incorporation.**

##### **Section 100C.020. City Seal.**

#### **ARTICLE II General Code Provisions**

##### **Section 100C.030. Contents Of Code.**

##### **Section 100C.040. Citation Of Code.**

##### **Section 100C.050. Official Copies Of Code.**

##### **Section 100C.060. Altering Or Amending Code.**

##### **Section 100C.070. Numbering Of Code.**

##### **Section 100C.080. Definitions And Rules Of Construction.**

##### **Section 100C.090. Words And Phrases — How Construed.**

##### **Section 100C.100. Headings.**

##### **Section 100C.110. Continuation Of Prior Ordinances.**

##### **Section 100C.120. Effect Of Repeal Of Ordinance.**

##### **Section 100C.130. Repealing Ordinance Repealed — Former Ordinance Not Revived — When.**

##### **Section 100C.140. Severability.**

##### **Section 100C.150. Tense.**

##### **Section 100C.160. Notice.**

##### **Section 100C.170. Notice — Exceptions.**

##### **Section 100C.180. Computation Of Time.**

##### **Section 100C.190. Gender.**

##### **Section 100C.200. Joint Authority.**

##### **Section 100C.210. Number.**

#### **ARTICLE III Penalty**

##### **Section 100C.220. General Penalty.**

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#### **ARTICLE I City Incorporation And Seal**

##### **Section 100C.010. Municipal Incorporation.**

The inhabitants of the City of {MuniName}, as its limits now are or may hereafter be defined by law, shall be and continue a body corporate by the name of "The City of {MuniName}" and as such shall have perpetual succession, may sue and be sued, implead and be impleaded, defend and be defended in all courts of law and equity and in all actions whatever; may receive and hold property, both real and personal, within such City and may purchase, receive and hold real estate within or without such City for the burial of the dead; and may purchase, hold, lease, sell or otherwise dispose of any property, real or personal, it now owns or may hereafter acquire; may receive bequests, gifts and donations of all kinds of property; and may have and hold one (1) common Seal and may break, change or alter the same at pleasure; and may do any act, exercise any power and render any service which contributes to the general welfare, and all courts of this State shall take judicial notice thereof. (RSMo. §79.010)

**Section 100C.020. City Seal.**

- A. The Seal of the City of {MuniName} shall be circular in form, one and seven-eighths (1 7/8) inches in diameter, with the words "{MuniCounty} County, Missouri" engraved across the face thereof, and the words "Seal of the City of {MuniName}" engraved on the face thereof and near the outer edge of said Seal, and the same is hereby declared to be adopted as the Seal of the City of {MuniName}.
- B. The City Clerk shall be the keeper of the common Seal of the City of {MuniName}, and any impression of said Seal to any contract or other writing shall have no validity or binding obligation upon the City unless such impression be accompanied by the attestation and signature of the City Clerk, and then only in cases authorized by law or the ordinances of this City.

ARTICLE II  
**General Code Provisions**

**Section 100C.030. Contents Of Code.**

This Code contains all ordinances of a general and permanent nature of the City of {MuniName}, Missouri, and includes ordinances dealing with municipal administration, municipal elections, building and property regulation, business and occupations, health and sanitation, public order and similar subjects.

**Section 100C.040. Citation Of Code.**

This Code may be known and cited as the "Municipal Code of the City of {MuniName}, Missouri."

**Section 100C.050. Official Copies Of Code.**

At least three (3) copies of the published book shall be kept on file in the office of the City Clerk and kept available for inspection by the public at all reasonable business hours. (RSMo. §71.948)

**Section 100C.060. Altering Or Amending Code.**

- A. It shall be unlawful for any person to change or amend by additions or deletions any part or portion of this Code, or to insert or delete pages, or portions thereof, or to alter or tamper with such Official Copy of the Code in any manner whatsoever which will cause the law of the City to be misrepresented thereby. Any person, firm or corporation violating this Section shall be punished as provided in Section 100.220 of this Code.
- B. This provision shall not apply to amendments, additions or deletions to this Code, duly passed by the Board of Aldermen, which may be prepared by the City Clerk for insertion in this Code.

**Section 100C.070. Numbering Of Code.**

Each Section number of this Code shall consist of two (2) parts separated by a period; the figure before the period referring to the Chapter number, and the figure after the period referring to the position of the Section in the Chapter.

**Section 100C.080. Definitions And Rules Of Construction.**

- A. In the construction of this Code and of all other ordinances of the City, the following definitions shall be observed, unless it shall be otherwise expressly provided in any Section or ordinance, or unless inconsistent with the manifest intent of the Board of Aldermen, or unless the context clearly requires otherwise:

BOARD OF ALDERMEN — The Board of Aldermen of the City of {MuniName}, Missouri.

CERTIFIED MAIL or CERTIFIED MAIL WITH RETURN RECEIPT REQUESTED — Includes certified mail carried by the United States Postal Service or any parcel or letter carried by an overnight, express or ground delivery service that allows a sender or recipient to electronically track its location and provides a record of the signature of the recipient.

CITY — The words "the City" or "this City" or "City" shall mean the City of {MuniName}, Missouri.

COUNTY — The words "the County" or "this County" or "County" shall mean the County of {MuniCounty}, Missouri.

DAY — A day of twenty-four (24) hours beginning at 12:00 Midnight.

MAY — Is permissive.

MAYOR — An officer of the City known as the "Mayor of the Board of Aldermen of the City of {MuniName}, Missouri."

MONTH — A calendar month.

OATH — Includes an affirmation in all cases in which an affirmation may be substituted for an oath, and in such cases the words "swear" and "sworn" shall be equivalent to the words "affirm" and "affirmed."

OFFENSE — Shall mean and be the same as ordinance violation and is punishable as provided in Section 100.220 of this Code.

OWNER — The word "owner," as applied to a building or land, shall include any part owner, joint owner, tenant in common, joint tenant or tenant by the entirety of the whole or a part of such building or land.

PERSON — May extend and be applied to bodies politic and corporate, and to partnerships and other unincorporated associations.

**PERSONAL PROPERTY** — Includes money, goods, chattels, things in action and evidences of debt.

**PRECEDING or FOLLOWING** — When used by way of reference to any Section of this Code, shall mean the Section next preceding or next following that in which the reference is made, unless some other Section is expressly designated in the reference.

**PROPERTY** — Includes real and personal property.

**PUBLIC WAY** — Includes any street, alley, boulevard, parkway, highway, sidewalk or other public thoroughfare.

**REAL PROPERTY** — The terms "real property," "premises," "real estate" or "lands" shall be deemed to be coextensive with lands, tenements and hereditaments.

**SHALL** — Is mandatory.

**SIDEWALK** — That portion of the street between the curblin and the adjacent property line which is intended for the use of pedestrians.

**STATE** — The words "the State" or "this State" or "State" shall mean the State of Missouri.

**STREET** — Includes any public way, highway, street, avenue, boulevard, parkway, alley or other public thoroughfare, and each of such words shall include all of them.

**TENANT or OCCUPANT** — The words "tenant" or "occupant," applied to a building or land, shall include any person who occupies the whole or a part of such building or land, whether alone or with others.

**WRITTEN, IN WRITING and WRITING WORD FOR WORD** — Includes printing, lithographing, or other mode of representing words and letters, but in all cases where the signature of any person is required, the proper handwriting of the person, or his/her mark, is intended.

**YEAR** — A calendar year, unless otherwise expressed, and the word "year" shall be equivalent to the words "year of our Lord."

- B. Newspaper. Whenever in this Code or other ordinance of the City it is required that notice be published in the "official newspaper" or a "newspaper of general circulation published in the City," and if there is no newspaper published within the City, the said notice shall be published in a newspaper of general circulation within the City, regardless of its place of publication. Such newspaper shall not include an advertising circular or other medium for which no subscription list is maintained.
- C. Delegation Of Authority. Whenever a provision appears in this Code requiring the head of a department or an officer of the City to do some act or make certain inspections, it may be construed to authorize the head of the department or officer to designate, delegate and authorize subordinates to perform the required act or make the required inspections, unless the terms of the provision or Section designate otherwise. (RSMo. §1.020, 2009)

**Section 100C.090. Words And Phrases — How Construed.**

Words and phrases shall be taken in their plain or ordinary and usual sense, but technical words and phrases having a peculiar and appropriate meaning in law shall be understood according to their technical import. (RSMo. §1.090)

**Section 100C.100. Headings.**

The headings of the Chapters and Sections of this Code are intended as guides and not as part of this Code for purposes of interpretation or construction.

**Section 100C.110. Continuation Of Prior Ordinances.**

The provisions appearing in this Code, so far as they are in substance the same as those of ordinances existing at the time of the adoption of this Code, shall be considered as a continuation thereof and not as new enactments.

**Section 100C.120. Effect Of Repeal Of Ordinance.**

No offense committed and no fine, penalty or forfeiture incurred, or prosecution commenced or pending previous to or at the time when any ordinance provision is repealed or amended, shall be affected by the repeal or amendment, but the trial and punishment of all such offenses and the recovery of the fines, penalties or forfeitures shall be had, in all respects, as if the provision had not been repealed or amended, except that all such proceedings shall be conducted according to existing procedural laws. (RSMo. §1.160, 2005)

**Section 100C.130. Repealing Ordinance Repealed — Former Ordinance Not Revived — When.**

When an ordinance repealing a former ordinance, clause or provision is itself repealed, it does not revive the former ordinance, clause or provision, unless it is otherwise expressly provided; nor shall any ordinance repealing any former ordinance, clause or provision abate, annul or in anywise affect any proceedings had or commenced under or by virtue of the ordinance so repealed, but the same is as effectual and shall be proceeded on to final judgment and termination as if the repealing ordinance had not passed, unless it is otherwise expressly provided. (RSMo. §1.150)

**Section 100C.140. Severability.**

It is hereby declared to be the intention of the Board of Aldermen that the Chapters, Sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraph, Section or Chapter of this Code shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, Sections and Chapters of this Code since the same would have been enacted by the Board of Aldermen without the incorporation in this Code of any such unconstitutional or invalid phrase, clause, sentence, paragraph or Section.

**Section 100C.150. Tense.**

Except as otherwise specifically provided or indicated by the context, all words used in this Code indicating the present tense shall not be limited to the time of adoption of this Code but shall extend to and include the time of the happening of any act, event or requirement for which provision is made herein, either as a power, immunity, requirement or prohibition.

**Section 100C.160. Notice.**

- A. Whenever notice may be required under the provisions of this Code or other City ordinance, the same shall be served in the following manner:
1. By delivering the notice to the person to be served personally or by leaving the same at his/her residence, office or place of business with some person of his/her family over the age of fifteen (15) years;
  2. By mailing said notice by certified or registered mail to such person to be served at his/her last known address; or
  3. If the person to be served is unknown or may not be notified under the requirements of this Section, then by posting said notice in some conspicuous place at least five (5) days before the act or action concerning which the notice is given is to take place. No person shall interfere with, obstruct, mutilate, conceal or tear down any official notice or placard posted by any City Officer, unless permission is given by said officer. (RSMo. §1.190 in part)

**Section 100C.170. Notice — Exceptions.**

The provisions of the preceding Section shall not apply to those Chapters of this Code wherein there is a separate definition of notice.

**Section 100C.180. Computation Of Time.**

In computing any period of time prescribed or allowed by this Code or by a notice or order issued pursuant thereto, the day of the act, event or default after which the designated period of time begins to run is not to be included. The last day of the period so computed is to be included unless it is a Saturday, Sunday or a legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday nor a legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays and legal holidays shall be excluded in the computation.

**Section 100C.190. Gender.**

When any subject matter, party or person is described or referred to by words importing the masculine, females as well as males, and associations and bodies corporate as well as individuals, shall be deemed to be included. (RSMo. §1.030.2)

**Section 100C.200. Joint Authority.**

Words importing joint authority to three (3) or more persons shall be construed as authority to a majority of such persons unless otherwise declared in the law giving the authority. (RSMo. §1.050)

**Section 100C.210. Number.**

When any subject matter, party or person is described or referred to by words importing the singular number, the plural and separate matters and persons and bodies corporate shall be deemed to be included; and when words importing the plural number are used, the singular shall be included.

**ARTICLE III**  
**Penalty**

**Section 100C.220. General Penalty.**

- A. Whenever in this Code or any other ordinance of the City, or in any rule, regulation, notice or order promulgated by any officer or agency of the City under authority duly vested in him/her or it, any act is prohibited or is declared to be unlawful or an offense, misdemeanor or ordinance violation or the doing of any act is required or the failure to do any act is declared to be unlawful or an offense, misdemeanor or ordinance violation, and no specific penalty is provided for the violation thereof, upon conviction of a violation of any such provision of this Code or of any such ordinance, rule, regulation, notice or order, the violator shall be punished by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment in the City or County Jail not exceeding ninety (90) days, or by both such fine and imprisonment; provided, that in any case wherein the penalty for an offense is fixed by a Statute of the State, the statutory penalty, and no other, shall be imposed for such offense, except that imprisonments may be in the City prison or workhouse instead of the County Jail.
- B. Every day any violation of this Code or any other ordinance or any such rule, regulation, notice or order shall continue shall constitute a separate offense.
- C. Whenever any act is prohibited by this Code, by an amendment thereof, or by any rule or regulation adopted thereunder, such prohibition shall extend to and include the causing, securing, aiding or abetting of another person to do said act. Whenever any act is prohibited by this Code, an attempt to do the act is likewise prohibited. (RSMo. §79.470)

## **Chapter 110C**

### **MAYOR AND BOARD OF ALDERMEN**

#### **ARTICLE I**

##### **Mayor And Board Of Aldermen — Generally**

**Section 110C.010. Aldermen —  
Qualifications.**

**Section 110C.020. Mayor —  
Qualifications.**

**Section 110C.030. Board Of Aldermen To  
Select An Acting  
President — Term.**

**Section 110C.040. Acting President To  
Perform Duties Of  
Mayor — When.**

**Section 110C.050. Mayor And Board Of  
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Power To Enforce  
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**Section 110C.150. Mayor —  
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#### **ARTICLE II**

##### **Board Of Aldermen Meetings**

**Section 110C.170. Regular Meetings.**

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**Section 110C.190. Quorum Must Be  
Present.**

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#### **ARTICLE I**

##### **Mayor And Board Of Aldermen — Generally**

**Section 110C.010. Aldermen — Qualifications. <sup>1</sup>**

No person shall be an Alderman unless he/she be at least eighteen (18) years of age, a citizen of the United States, and an inhabitant and resident of the City for one (1) year next preceding

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1. State Law Reference: As to when Aldermen may be elected at large, § 79.060, RSMo.

his/her election, and a resident, at the time he/she files and during the time he/she serves, of the ward from which he/she is elected. (RSMo. §79.070, 2013)

**Section 110C.020. Mayor — Qualifications.**

No person shall be Mayor unless he/she be at least twenty-five (25) years of age, a citizen of the United States, and a resident of the City at the time of and for at least one (1) year next preceding his/her election. (RSMo. §79.080)

**Section 110C.030. Board Of Aldermen To Select An Acting President — Term.**

The Board of Aldermen shall elect one (1) of its own number who shall be styled "Acting President of the Board of Aldermen" and who shall serve for a term of one (1) year. (RSMo. §79.090)

**Section 110C.040. Acting President To Perform Duties Of Mayor — When.**

When any vacancy shall happen in the office of Mayor by death, resignation, removal from the City, removal from office, refusal to qualify, or from any other cause whatever, the Acting President of the Board of Aldermen shall, for the time being, perform the duties of Mayor, with all the rights, privileges, powers and jurisdiction of the Mayor, until such vacancy be filled or such disability be removed; or, in case of temporary absence, until the Mayor's return. (RSMo. §79.100)

**Section 110C.050. Mayor And Board Of Aldermen — Duties.**

The Mayor and Board of Aldermen of each City governed by this Chapter shall have the care, management and control of the City and its finances and shall have power to enact and ordain any and all ordinances not repugnant to the Constitution and laws of this State, and such as they shall deem expedient for the good government of the City, the preservation of peace and good order, the benefit of trade and commerce, and the health of the inhabitants thereof, and such other ordinances, rules and regulations as may be deemed necessary to carry such powers into effect and to alter, modify or repeal the same. (RSMo. §79.110)

**Section 110C.060. Mayor May Sit In Board Of Aldermen.**

The Mayor shall have a seat in and preside over the Board of Aldermen but shall not vote on any question except in case of a tie, nor shall he/she preside or vote in cases when he/she is an interested party. He/she shall exercise a general supervision over all the officers and affairs of the City and shall take care that the ordinances of the City, and the State laws relating to such City, are complied with. (RSMo. §79.120)

**Section 110C.070. Ordinances — Procedure To Enact.**

- A. The style of the ordinances of the City shall be "Be it ordained by the Board of Aldermen of the City of {MuniName}, as follows: . . . ." No ordinance shall be passed

except by bill, and no bill shall become an ordinance unless on its final passage a majority of the members elected to the Board of Aldermen shall vote for it, and the "ayes" and "nays" be entered on the journal. Every proposed ordinance shall be introduced to the Board of Aldermen in writing and shall be read by title or in full two (2) times prior to passage; both readings may occur at a single meeting of the Board of Aldermen. If the proposed ordinance is read by title only, copies of the proposed ordinance shall be made available for public inspection prior to the time the bill is under consideration by the Board of Aldermen. No bill shall become an ordinance until it shall have been signed by the Mayor, or person exercising the duties of the Mayor's office, or shall have been passed over the Mayor's veto as herein provided.

- B. The provisions of this Section shall not apply to ordinances proposed or passed under Section 79.135, RSMo. (RSMo. §79.130, 2014)

**Section 110C.080. Bills Must Be Signed — Mayor's Veto.**

Every bill duly passed by the Board of Aldermen and presented to the Mayor and by him/her approved shall become an ordinance, and every bill presented as aforesaid, but returned with the Mayor's objections thereto, shall stand reconsidered. The Board of Aldermen shall cause the objections of the Mayor to be entered at large upon the journal and proceed at its convenience to consider the question pending, which shall be in this form: "Shall the bill pass, the objections of the Mayor thereto notwithstanding?" The vote on this question shall be taken by "ayes" and "nays" and the names entered upon the journal, and if two-thirds (2/3) of all the members-elect shall vote in the affirmative, the City Clerk shall certify the fact on the roll, and the bill thus certified shall be deposited with the proper officer and shall become an ordinance in the same manner and with like effect as if it had received the approval of the Mayor. The Mayor shall have power to sign or veto any ordinance passed by the Board of Aldermen; provided that should he/she neglect or refuse to sign any ordinance and return the same with his/her objections, in writing, at the next regular meeting of the Board of Aldermen, the same shall become a law without his/her signature. (RSMo. §79.140)

**Section 110C.090. Board Of Aldermen To Keep Journal Of Proceedings.**

The Board of Aldermen shall cause to be kept a journal of its proceedings, and the "ayes" and "nays" shall be entered on any question at the request of any two (2) members. The Board of Aldermen may prescribe and enforce such rules as it may find necessary for the expeditious transaction of its business. (RSMo. §79.150)

**Section 110C.100. Board Of Aldermen Shall Publish Semiannual Statements.**

The Board of Aldermen shall semiannually each year, at times to be set by the Board of Aldermen, make out and spread upon their records a full and detailed account and statement of the receipts and expenditures and indebtedness of the City for the half year ending with the last day of the month immediately preceding the date of such report, which account and statement shall be published in some newspaper in the City. (RSMo. §79.160)

**Section 110C.110. No Money Of City To Be Disbursed Until Statement Is Published — Penalty.**

In the event the financial statement of the City is not published as required by Section 110.100, the Treasurer of the City shall not pay out any money of the City on any warrant or order of the Board of Aldermen after the end of the month in which such financial statement should have been published until such time as such financial statement is published. Any Treasurer violating the provisions of this Section shall be deemed guilty of a ordinance violation. (RSMo. §79.165)

**Section 110C.120. Board Of Aldermen May Compel Attendance Of Witnesses — Mayor To Administer Oaths.**

The Board of Aldermen shall have power to compel the attendance of witnesses and the production of papers and records relating to any subject under consideration in which the interest of the City is involved and shall have power to call on the proper officers of the City, or of the County in which such City is located, to execute such process. The officer making such service shall be allowed to receive therefor such fees as are allowed by law in the Circuit Court for similar services, to be paid by the City. The Mayor or Acting President of the Board of Aldermen shall have power to administer oaths to witnesses. (RSMo. §79.180)

**Section 110C.130. Mayor To Sign Commissions.**

The Mayor shall sign the commissions and appointments of all City Officers elected or appointed in the City and shall approve all official bonds unless otherwise prescribed by ordinance. (RSMo. §79.190)

**Section 110C.140. Mayor Shall Have The Power To Enforce Laws.**

The Mayor shall be active and vigilant in enforcing all laws and ordinances for the government of the City, and he/she shall cause all subordinate officers to be dealt with promptly for any neglect or violation of duty; and he/she is hereby authorized to call on every male inhabitant of the City over eighteen (18) years of age and under fifty (50) to aid in enforcing the laws. (RSMo. §79.200)

**Section 110C.150. Mayor — Communications To Board Of Aldermen.**

The Mayor shall, from time to time, communicate to the Board of Aldermen such measures as may, in his/her opinion, tend to the improvement of the finances, the Police, health, security, ornament, comfort and general prosperity of the City. (RSMo. §79.210)

**Section 110C.160. Mayor May Remit Fine — Grant Pardon.**

The Mayor shall have power to remit fines and forfeitures and to grant reprieves and pardons for offenses arising under the ordinances of the City; but this Section shall not be so construed as to authorize the Mayor to remit any costs which may have accrued to any officer of said

City by reason of any prosecution under the laws or ordinances of such City. (RSMo. §79.220)

## ARTICLE II

### Board Of Aldermen Meetings

#### **Section 110C.170. Regular Meetings.**

The Board of Aldermen of the City of {MuniName}, Missouri, shall meet in regular session in the City Hall at \_\_\_\_ on the \_\_\_\_ of each month.

#### **Section 110C.180. Special Meetings.**

Special meetings may be called by the Mayor or by any \_\_\_\_ members of the Board of Aldermen by written request filed with the City Clerk who shall thereupon prepare a notice of such special meeting in conformance with Chapter 120, Open Meetings and Records Policy, of this Code.

#### **Section 110C.190. Quorum Must Be Present.**

At the hour appointed, the Mayor, or in his/her absence the Acting President of the Board of Aldermen, shall call the Board of Aldermen to order, and the Clerk shall call the roll of members and announce whether or not a quorum is present. A majority of the members elected to the Board of Aldermen shall constitute a quorum. If a quorum not be present, a smaller number may lawfully adjourn the meeting from day to day until a quorum is present.

## **Chapter 115C**

### **CITY OFFICIALS**

#### **ARTICLE I** **General Provisions**

- Section 115C.010. Elective Officers — Terms.**
- Section 115C.020. Appointive Officers.**
- Section 115C.030. Removal Of Officers.**
- Section 115C.040. Officers To Be Voters And Residents — Exceptions.**
- Section 115C.050. Officers' Oath — Bond.**
- Section 115C.060. Salaries Fixed By Ordinance.**
- Section 115C.070. Vacancies In Certain Offices — How Filled.**
- Section 115C.080. Powers And Duties Of Officers To Be Prescribed By Ordinance.**

#### **ARTICLE II** **City Clerk**

- Section 115C.090. City Clerk — Election — Duties.**

#### **ARTICLE III** **City Treasurer**

- Section 115C.100. Treasurer — Duties — Bond.**

#### **ARTICLE IV** **City Collector**

- Section 115C.110. Appointment (If Not Elected).**
- Section 115C.120. Duties Generally.**
- Section 115C.130. Collector To Make Annual Report.**
- Section 115C.140. Deputy Collector.**

#### **ARTICLE V** **City Attorney**

- Section 115C.150. Appointment — Term.**

#### **ARTICLE VI** **Miscellaneous Provisions**

- Section 115C.160. Officers To Report Receipts And Expenditures.**
- Section 115C.170. Mayor Or Board Of Aldermen May Inspect Books And Records Of Officers.**

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#### **ARTICLE I** **General Provisions**

- Section 115C.010. Elective Officers — Terms.**

The elective officers of the City and their terms shall be those set out in Section 105.020 of this Code.

**Section 115C.020. Appointive Officers.**

The Mayor, with the consent and approval of the majority of the members of the Board of Aldermen, shall have power to appoint a City Treasurer, City Attorney, City Assessor, Street Commissioner and Night Watchman and such other officers as he/she may be authorized by ordinance to appoint, and if deemed for the best interests of the City, the Mayor and Board of Aldermen may, by ordinance, employ special counsel to represent the City, either in a case of a vacancy in the office of City Attorney or to assist the City Attorney, and pay reasonable compensation therefor, and the person elected Marshal may be appointed to and hold the office of Street Commissioner. (RSMo. §79.230)

**Section 115C.030. Removal Of Officers.**

- A. The Mayor may, with the consent of a majority of all the members elected to the Board of Aldermen, remove from office, for cause shown, any elective officer of the City, such officer being first given opportunity, together with his/her witnesses, to be heard before the Board of Aldermen sitting as a Board of Impeachment. Any elective officer, including the Mayor, may in like manner, for cause shown, be removed from office by a two-thirds vote of all members elected to the Board of Aldermen, independently of the Mayor's approval or recommendation. The Mayor may, with the consent of a majority of all the members elected to the Board of Aldermen, remove from office any appointive officer of the City at will, and any such appointive officer may be so removed by a two-thirds vote of all the members elected to the Board of Aldermen, independently of the Mayor's approval or recommendation. The Board of Aldermen may pass ordinances regulating the manner of impeachments and removals.
- B. Nothing in this Section shall be construed to authorize the Mayor, with the consent of the majority of all the members elected to the Board of Aldermen, or the Board of Aldermen by a two-thirds vote of all its members, to remove or discharge any chief, as that term is defined in Section 106.273, RSMo. (RSMo. §79.240, 2013)

**Section 115C.040. Officers To Be Voters And Residents — Exceptions.**

All officers elected to offices or appointed to fill a vacancy in any elective office under the City Government shall be voters under the laws and Constitution of this State and the ordinances of the City except that appointed officers need not be voters of the City. No person shall be elected or appointed to any office who shall at the time be in arrears for any unpaid City taxes or forfeiture or defalcation in office. All officers, except appointed officers, shall be residents of the City. (RSMo. §79.250)

**Section 115C.050. Officers' Oath — Bond.**

Every officer of the City and his/her assistants and every Alderman, before entering upon the duties of his/her office, shall take and subscribe to an oath or affirmation before some court of record in the County, or the City Clerk, that he/she possesses all the qualifications prescribed for his/her office by law; that he/she will support the Constitution of the United States and of the State of Missouri, the provisions of all laws of this State affecting Cities of this class, and

the ordinances of the City, and faithfully demean himself/herself while in office; which official oath or affirmation shall be filed with the City Clerk. Every officer of the City, when required by law or ordinance, shall, within fifteen (15) days after his/her appointment or election, and before entering upon the discharge of the duties of his/her office, give bond to the City in such sum and with such sureties as may be designated by ordinance, conditioned upon the faithful performance of his/her duty, and that he/she will pay over all monies belonging to the City, as provided by law, that may come into his/her hands. If any person elected or appointed to any office shall fail to take and subscribe such oath or affirmation or to give bond as herein required, his/her office shall be deemed vacant. For any breach of condition of any such bond, suit may be instituted thereon by the City, or by any person in the name of the City, to the use of such person. The bond provisions of this Section may be satisfied by the securing of a blanket bond or blanket bonds, approved by the Board of Aldermen, covering such officers by name or position. (RSMo. §79.260)

#### **Section 115C.060. Salaries Fixed By Ordinance.**

The Board of Aldermen shall fix the compensation of all the officers and employees of the City by ordinance. The salary of an officer shall not be changed during the time for which he/she was elected or appointed. (RSMo. §79.270)

#### **Section 115C.070. Vacancies In Certain Offices — How Filled.**

If a vacancy occurs in any elective office, the Mayor or the person exercising the duties of the Mayor shall cause a special meeting of the Board of Aldermen to convene where a successor to the vacant office shall be selected by appointment by the Mayor with the advice and consent of a majority of the remaining members of the Board of Aldermen. If the vacancy is in the office of Mayor, nominations of a successor may be made by any member of the Board of Aldermen and selected with the consent of a majority of the members of the Board of Aldermen. The Board of Aldermen may adopt procedures to fill vacancies consistent with this Section. The successor shall serve until the next regular municipal election. If a vacancy occurs in any office not elective, the Mayor shall appoint a suitable person to discharge the duties of such office until the first regular meeting of the Board of Aldermen thereafter, at which time such vacancy shall be permanently filled. (RSMo. §79.280)

#### **Section 115C.080. Powers And Duties Of Officers To Be Prescribed By Ordinance.**

The duties, powers and privileges of officers of every character in any way connected with the City Government, not herein defined, shall be prescribed by ordinance. Bonds may be required of any such officers for faithfulness in office in all respects. (RSMo. §79.290)

## ARTICLE II City Clerk

### **Section 115C.090. City Clerk — Election — Duties.**

The Board of Aldermen shall elect a Clerk for such Board of Aldermen, to be known as "the City Clerk," whose duties and term of office shall be fixed by ordinance. Among other things, the City Clerk shall keep a journal of the proceedings of the Board of Aldermen. He/she shall safely and properly keep all the records and papers belonging to the City which may be entrusted to his/her care; he/she shall be the general accountant of the City; he/she is hereby empowered to administer official oaths and oaths to persons certifying to demands or claims against the City. (RSMo. §79.320)

## ARTICLE III City Treasurer

### **Section 115C.100. Treasurer — Duties — Bond.**

The Treasurer shall receive and safely keep all monies, warrants, books, bonds and obligations entrusted to his/her care and shall pay over all monies, bonds or other obligations of the City on warrants or orders duly drawn, passed or ordered by the Board of Aldermen and signed by the Mayor and attested by the City Clerk and having the Seal of the City affixed thereto and not otherwise and shall perform such other duties as may be required of him/her by ordinance. Before entering upon the duties of his/her office, he/she shall give bond in the amount of \_\_\_\_\_. (RSMo. §79.300)

## ARTICLE IV City Collector

### **Section 115C.110. Appointment (If Not Elected).**

The Mayor with the approval of a majority of the members of the Board of Aldermen shall appoint a City Collector.

### **Section 115C.120. Duties Generally.**

The Collector shall perform all the duties specified in this Code and shall perform such other duties as may be directed by the City Clerk and/or Mayor.

### **Section 115C.130. Collector To Make Annual Report.**

The Collector shall annually, at such times as may be designated by ordinance, make a detailed report to the Board of Aldermen stating the various monies collected by him/her during the year, and the amounts uncollected, and the names of the persons from which he/she failed to collect, and the causes therefor. (RSMo. §79.310)

**Section 115C.140. Deputy Collector.**

The Mayor may appoint a Deputy Collector to be approved by the Board of Aldermen, and when such Deputy Collector shall have taken and subscribed to the oath provided by this Code, he/she shall possess all the qualifications and powers and be charged with the same duties as the Collector.

ARTICLE V  
**City Attorney**

**Section 115C.150. Appointment — Term.**

- A. The Mayor, with the advice and consent of the Board of Aldermen, at the first meeting after each annual City election shall appoint a suitable person as City Attorney who shall hold office until his/her successor is appointed and qualified.
- B. Qualifications. No person shall be appointed to the office of City Attorney unless he/she be a licensed and practicing attorney at law in this State.

ARTICLE VI  
**Miscellaneous Provisions**

**Section 115C.160. Officers To Report Receipts And Expenditures.**

It shall be the duty of all the officers of the City to report annually to the Board of Aldermen, such reports to embrace a full statement of the receipts and expenditures of their respective offices and such other matters as may be required by the Board of Aldermen by ordinance, resolution or otherwise. (RSMo. §79.340)

**Section 115C.170. Mayor Or Board Of Aldermen May Inspect Books And Records Of Officers.**

The Mayor or Board of Aldermen shall have power, as often as he/she or they may deem it necessary, to require any officer of the City to exhibit his/her accounts or other papers or records and to make report to the Board of Aldermen, in writing, touching any matter relating to his/her office. (RSMo. §79.350)

## **Chapter 105C**

### **ELECTIONS**

**Section 105C.010. Conformance Of City Elections With State Law.**

**Section 105C.015. City To Be Divided Into Wards — Aldermen Elected — Aldermen At Large Permitted For Certain Cities.**

**Section 105C.020. Date Of Municipal Election.**

**Section 105C.030. Declaration Of Candidacy — Dates For Filing.**

**Section 105C.035. Disqualification As Candidate For Elective Public Office, When — Disqualification From Participation In Election, When — Affidavit To Be Filed, Requirements — Investigation Of Alleged Delinquency.**

**Section 105C.040. Declaration Of Candidacy — Notice To Public.**

**Section 105C.050. Notice Of Elections.**

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#### **Section 105C.010. Conformance Of City Elections With State Law.**

All City elections shall be conducted and held in conformance with the provisions of Chapter 115, RSMo.

#### **Section 105C.015. City To Be Divided Into Wards — Aldermen Elected — Aldermen At Large Permitted For Certain Cities.**

- A. The Board of Aldermen shall, by ordinance, divide the City into not fewer than two (2) wards, and two (2) Aldermen shall be elected from each ward by the qualified voters thereof, at the first election for Aldermen in Cities adopting the provisions of this Chapter. At such election for Aldermen, the person receiving the highest number of votes in each ward shall hold his/her office for two (2) years, and the person receiving the next highest number of votes shall hold his/her office for one (1) year; but thereafter each ward shall elect annually one (1) Alderman, who shall hold his/her office for two (2) years.
- B. Notwithstanding the provisions of Subsection (A) of this Section, Cities with a population of one thousand (1,000) or less in the most recent census may, by ordinance, choose to elect Aldermen at large instead of by the method outlined in Subsection (A) of this Section. Under this option, the seats of Aldermen shall be filled at large as soon as the current terms expire. Each year thereafter, one-half (1/2) of the Board of Aldermen shall stand for election at large for a two-year term. (RSMo. §79.060, 2006)

**Section 105C.020. Date Of Municipal Election.**

- A. A municipal election for the qualified voters of this City shall be held on the first Tuesday after the first Monday in April of each year.
- B. On the first Tuesday after the first Monday in April of \_\_\_\_ years, a municipal election of the qualified voters of the City of {MuniName} shall be held for the purpose of electing a Mayor who shall hold his/her office for a term of \_\_\_\_ years and until his/her successor is elected and qualified.
- C. On the first Tuesday after the first Monday in April of odd-numbered years, a municipal election of the qualified voters of the City of {MuniName} shall be held for the purpose of electing one (1) Alderman from each ward who shall hold his/her office for a term of two (2) years and until his/her successor is elected and qualified.
- D. On the first Tuesday after the first Monday in April of even-numbered years, a municipal election of the qualified voters of the City of {MuniName} shall be held for the purpose of electing one Alderman from each ward who shall hold his/her office for a term of two (2) years and until his/her successor is elected and qualified.
- E. On the first Tuesday after the first Monday in April of \_\_\_\_ years, a municipal election of the qualified voters of the City of {MuniName} shall be held for the purpose of electing a Collector and a Marshal who shall hold their offices for a term of \_\_\_\_ years and until their successors are elected and qualified. (RSMo. §79.050)

**Section 105C.030. Declaration Of Candidacy — Dates For Filing.**

Any person who desires to become a candidate for an elective City office at the general City election shall file with the City Clerk, not prior to the hour of 8:00 A.M., on the 16th Tuesday prior to, nor later than 5:00 P.M., on the 11th Tuesday prior to the next City municipal election, a written declaration of his/her intent to become a candidate at said election. The City Clerk shall keep a permanent record of the names of the candidates, the offices for which they seek election, and the date of their filing, and their names shall appear on the ballots in that order. (RSMo. §115.127.5, 2003)

**Section 105C.035. Disqualification As Candidate For Elective Public Office, When — Disqualification From Participation In Election, When — Affidavit To Be Filed, Requirements — Investigation Of Alleged Delinquency.**

- A. No person shall qualify as a candidate for elective public office in the State of Missouri who has been found guilty of or pled guilty to a felony or misdemeanor under the Federal laws of the United States of America or to a felony under the laws of this State or an offense committed in another state that would be considered a felony in this State.
- B. Any person who files as a candidate for election to a public office shall be disqualified from participation in the election for which the candidate has filed if such person is delinquent in the payment of any State income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence, as stated on the declaration of

candidacy, or if the person is a past or present corporate officer of any fee office that owes any taxes to the State.

- C. Each potential candidate for election to a public office shall file an affidavit with the Department of Revenue and include a copy of the affidavit with the declaration of candidacy required under Section 115.349, RSMo. Such affidavit shall be in substantially the form as set out in Section 115.306, RSMo.
- D. Upon receipt of a complaint alleging a delinquency of the candidate in the filing or payment of any State income taxes, personal property taxes, municipal taxes, real property taxes on the place of residence, as stated on the declaration of candidacy, or if the person is a past or present corporate officer of any fee office that owes any taxes to the State, the Department of Revenue shall investigate such potential candidate to verify the claim contained in the complaint. If the Department of Revenue finds a positive affirmation to be false, the Department shall contact the Secretary of State, or the election official who accepted such candidate's declaration of candidacy, and the potential candidate. The Department shall notify the candidate of the outstanding tax owed and give the candidate thirty (30) days to remit any such outstanding taxes owed which are not the subject of dispute between the Department and the candidate. If the candidate fails to remit such amounts in full within thirty (30) days, the candidate shall be disqualified from participating in the current election and barred from refiling for an entire election cycle even if the individual pays all of the outstanding taxes that were the subject of the complaint. (RSMo. §115.306, 2015)

#### **Section 105C.040. Declaration Of Candidacy — Notice To Public.**

The City Clerk shall, on or before the 16th Tuesday prior to any election at which City offices are to be filled by said election, notify the general public of the opening filing date, the office or offices to be filled, the proper place for filing, and the closing filing date of the election. Such notification may be accomplished by legal notice published in at least one (1) newspaper of general circulation in the City. (RSMo. §115.127.5, 2003)

#### **Section 105C.050. Notice Of Elections.**

In City elections, the City Clerk shall notify the \_\_\_\_ prior to 5:00 P.M. on the 10th Tuesday prior to any City election except as noted in Section 115.125.1, RSMo. The notice shall be in writing, shall specify that the Board of Aldermen is calling the election, the purpose of the election, the date of the election, and shall include a certified copy of the legal notice to be published including the sample ballot. The notice and any other information required by this Section may, with the prior notification to the election authority receiving the notice, be accepted by facsimile transmission prior to 5:00 P.M. on the 10th Tuesday prior to the election, provided that the original copy of the notice and a certified copy of the legal notice to be published shall be received in the office of the election authority within three (3) business days from the date of the facsimile transmission. (RSMo. §115.125)

## Chapter 120

### OPEN MEETINGS AND RECORDS POLICY

#### ARTICLE I In General

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**Section 120.020. Meetings, Records And  
Votes To Be Public —  
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**Section 120.030. Electronic Transmissions  
— Public Record —  
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**Section 120.040. Notices Of Meetings.**

**Section 120.045. Notice Required For  
Public Meeting On Tax  
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**Section 120.050. Closed Meetings — How  
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**Section 120.060. Journals Of Meetings  
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**Section 120.080. Segregation Of Exempt  
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**Section 120.090. Custodian Designated —  
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**Section 120.100. Fees For Copying Public  
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#### ARTICLE II

**Law Enforcement Arrest Reports And  
Records, Incident Reports, Etc.**

**Section 120.110. Definitions.**

**Section 120.120. Police Department  
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**Section 120.130. Effect Of Nolle Pros,  
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Suspended Imposition Of  
Sentence On Records.**

**Section 120.140. Public Access Of Closed  
Arrest Records.**

**Section 120.150. "911" Telephone  
Reports.**

**Section 120.160. Daily Log Or Record  
Maintained By Police  
Department Of Crimes,  
Accidents Or Complaints  
— Public Access To  
Certain Information.**

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#### ARTICLE I In General

**Section 120.010. Definitions.**

As used in this Chapter, unless the context otherwise indicates, the following terms mean:

**CLOSED MEETING, CLOSED RECORD or CLOSED VOTE** — Any meeting, record or vote closed to the public.

**COPYING** — If requested by a member of the public, copies provided as detailed in Section 120.100 of this Chapter, if duplication equipment is available.

**PUBLIC BUSINESS** — All matters which relate in any way to performance of the {MuniType}'s functions or the conduct of its business.

**PUBLIC GOVERNMENTAL BODY** — Any legislative, administrative or governmental entity created by the Constitution or Statutes of this State, orders or ordinances of the {MuniType}, judicial entities when operating in an administrative capacity or by executive order, including:

1. Any advisory committee or commission appointed by the {ChiefGov} or {GovBody}.
2. Any department or division of the {MuniType}.
3. Any other legislative or administrative governmental deliberative body under the direction of three (3) or more elected or appointed members having rule-making or quasi-judicial power.
4. Any committee appointed by or at the direction of any of the entities and which is authorized to report to any of the above-named entities, any advisory committee appointed by or at the direction of any of the named entities for the specific purpose of recommending, directly to the public governmental body's governing board or its Chief Administrative Officer, policy or policy revisions or expenditures of public funds.
5. Any quasi-public governmental body. The term "quasi-public governmental body" means any person, corporation or partnership organized or authorized to do business in this State pursuant to the provisions of Chapter 352, 353 or 355, RSMo., or unincorporated association which either:
  - a. Has as its primary purpose to enter into contracts with public governmental bodies or to engage primarily in activities carried out pursuant to an agreement or agreements with public governmental bodies; or
  - b. Performs a public function, as evidenced by a statutorily or ordinance-based capacity, to confer or otherwise advance, through approval, recommendation or other means, the allocation or issuance of tax credits, tax abatement, public debt, tax exempt debt, rights of eminent domain, or the contracting of lease-back agreements on structures whose annualized payments commit public tax revenues; or any association that directly accepts the appropriation of money from the {MuniType}, but only to the extent that a meeting, record or vote relates to such appropriation.

**PUBLIC MEETING** — Any meeting of a public governmental body subject to this Chapter at which any public business is discussed, decided or public policy formulated, whether such meeting is conducted in person or by means of communication equipment including, but not limited to, conference call, video conference, Internet chat or Internet message board. The term "public meeting" shall not include an informal gathering of members of a public governmental body for ministerial or social purposes when there is no intent to avoid the purposes of this Chapter, but the term shall include a vote of all or a majority of the members of a public governmental body, by electronic communication or any other means, conducted in lieu of holding a public meeting with the members of the public governmental body gathered at one (1) location in order to conduct public business.

**PUBLIC RECORD** — Any record, whether written or electronically stored, retained by or of any public governmental body including any report, survey, memorandum, or other document or study prepared for the public governmental body by a consultant or other professional service paid for in whole or in part by public funds, including records created or maintained by private contractors under an agreement with a public governmental body or on behalf of a public governmental body. The term "public record" shall not include any internal memorandum or letter received or prepared by or on behalf of a member of a public governmental body consisting of advice, opinions and recommendations in connection with the deliberative decision-making process of said body, unless such records are retained by the public governmental body or presented at a public meeting. Any documents or study prepared for a public governmental body by a consultant or other professional service as described in this Section shall be retained by the public governmental body in the same manner as any other public record.

**PUBLIC VOTE** — Any vote, whether conducted in person, by telephone, or by any other electronic means, cast at any public meeting of any public governmental body. (RSMo. §610.010, 2004)

**Section 120.020. Meetings, Records And Votes To Be Public — Exceptions.**

- A. All meetings, records and votes are open to the public, except that any meeting, record or vote relating to one (1) or more of the following matters, as well as other materials designated elsewhere in this Chapter, shall be closed unless the public governmental body votes to make them public:
1. Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. However, any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving a public governmental body or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company acting on behalf of a public governmental body as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of Section 610.011, RSMo.; however, the amount of any monies paid by, or on behalf of, the public governmental body shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record.
  2. Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes or vote or public record approving a contract relating to the leasing, purchase or sale of real estate by a public governmental

body shall be made public upon execution of the lease, purchase or sale of the real estate.

3. Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body shall be made available with a record of how each member voted to the public within seventy-two (72) hours of the close of the meeting where such action occurs; provided however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two-hour period before such decision is made available to the public. As used in this Subsection, the term "personal information" means information relating to the performance or merit of individual employees.
4. Non-judicial mental or physical health proceedings involving an identifiable person, including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or treatment.
5. Testing and examination materials, before the test or examination is given or, if it is to be given again, before so given again.
6. Welfare cases of identifiable individuals.
7. Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups.
8. Software codes for electronic data processing and documentation thereof.
9. Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid.
10. Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected.
11. Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such.
12. Records which are protected from disclosure by law.
13. Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest.
14. Records relating to municipal hotlines established for the reporting of abuse and wrongdoing.

15. Confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this Chapter.
16. Operational guidelines, policies and specific response plans developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident which is or appears to be terrorist in nature and which has the potential to endanger individual or public safety or health. Financial records related to the procurement of or expenditures relating to operational guidelines, policies or plans purchased with public funds shall be open. When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in non-disclosure outweighs the public interest in disclosure of the records.
17. Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a non-public entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety.
  - a. Records related to the procurement of or expenditures relating to security systems purchased with public funds shall be open.
  - b. When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property and shall in the same writing state that the public interest in non-disclosure outweighs the public interest in disclosure of the records.
  - c. Records that are voluntarily submitted by a non-public entity shall be reviewed by the receiving agency within ninety (90) days of submission to determine if retention of the document is necessary in furtherance of a State security interest. If retention is not necessary, the documents shall be returned to the non-public governmental body or destroyed.
18. The portion of a record that identifies security systems or access codes or authorization codes for security systems of real property.
19. Records that identify the configuration of components or the operation of a computer, computer system, computer network or telecommunications network and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network or telecommunications network of a public governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network or telecommunications network,

including the amount of monies paid by, or on behalf of, a public governmental body for such computer, computer system, computer network or telecommunications network, shall be open.

20. Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between a public governmental body and a person or entity doing business with a public governmental body. Nothing in this Section shall be deemed to close the record of a person or entity using a credit card held in the name of a public governmental body or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by a public governmental body. (RSMo. §610.021, 2004, 2008, 2009, 2013)

#### **Section 120.030. Electronic Transmissions — Public Record — When.**

Any member of a public governmental body who transmits any message relating to public business by electronic means shall also concurrently transmit that message to either the member's public office computer or the custodian of records in the same format. The provisions of this Section shall only apply to messages sent to two (2) or more members of that body so that, when counting the sender, a majority of the body's members are copied. Any such message received by the custodian or at the member's office computer shall be a public record subject to the exception of Section 610.021, RSMo. (RSMo. §610.025, 2004)

#### **Section 120.040. Notices Of Meetings.**

- A. All public governmental bodies shall give notice of the time, date and place of each meeting and its tentative agenda in a manner reasonably calculated to advise the public of the matters to be considered, and if the meeting will be conducted by telephone or other electronic means, the notice of the meeting shall identify the mode by which the meeting will be conducted and the designated location where the public may observe and attend the meeting. If a public body plans to meet by Internet chat, Internet message board or other computer link, it shall post a notice of the meeting on its website in addition to its principal office and shall notify the public how to access that meeting. Reasonable notice shall include making available copies of the notice to any representative of the news media who requests notice of meetings of a particular public governmental body concurrent with the notice being made available to the members of the particular governmental body and posting the notice on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting, or if no such office exists, at the building in which the meeting is to be held.
- B. Notice conforming with all of the requirements of Subsection (A) of this Section shall be given at least twenty-four (24) hours, exclusive of weekends and holidays when {MuniType} Hall is closed, prior to the commencement of any meeting of a governmental body unless for good cause such notice is impossible or impractical, in which case as much notice as is reasonably possible shall be given.

- C. The {MuniType} shall allow for the recording by audiotape, videotape or other electronic means of any open meeting. The {MuniType} may establish guidelines regarding the manner in which such recording is conducted so as to minimize disruption to the meeting. No audio recording of any meeting, record or vote closed pursuant to the provisions of Section 120.020 shall be permitted without permission of the {MuniType}; any person who violates this provision shall be guilty of an ordinance violation.
- D. Each governmental body proposing to hold a closed meeting or vote shall give notice of the time, date and place of such closed meeting or vote and the reason for holding it by reference to a specific exception allowed pursuant to Section 120.020 hereof. The notice shall be the same as described in Subsection (A) herein.
- E. A formally constituted subunit of a parent governmental body may conduct a meeting without notice during a lawful meeting of the parent governmental body, a recess in that meeting, or immediately following that meeting if the meeting of the subunit is publicly announced at the parent meeting and the subject of the meeting reasonably coincides with the subjects discussed or acted upon by the parent governmental body. (RSMo. §§610.020.1 — 3, 5, 2004; 610.022.2)

**Section 120.045. Notice Required For Public Meeting On Tax Increases, Eminent Domain, Creation Of Certain Districts, And Certain Redevelopment Plans.**

For any public meeting where a vote of the {GovBody} is required to implement a tax increase, or with respect to a retail development project when the {GovBody} votes to utilize the power of eminent domain, create a transportation development district or a community improvement district, or approve a redevelopment plan that pledges public funds as financing for the project or plan, the {GovBody} or any entity created by the {MuniType} shall give notice conforming with all the requirements of Subsection (1) of Section 610.020, RSMo., at least four (4) days before such entity may vote on such issues, exclusive of weekends and holidays when the facility is closed; provided that this Section shall not apply to any votes or discussion related to proposed ordinances which require a minimum of two (2) separate readings on different days for their passage. The provisions of Subsection (4) of Section 610.020, RSMo., shall not apply to any matters that are subject to the provisions of this Section. No vote shall occur until after a public meeting on the matter at which parties in interest and citizens shall have an opportunity to be heard. If the notice required under this Section is not properly given, no vote on such issues shall be held until proper notice has been provided under this Section. Any legal action challenging the notice requirements provided herein shall be filed within thirty (30) days of the subject meeting, or such meeting shall be deemed to have been properly noticed and held. For the purpose of this Section, a tax increase shall not include the setting of the annual tax rates provided for under Sections 67.110 and 137.055, RSMo. (RSMo. §67.2725)

**Section 120.050. Closed Meetings — How Held.**

- A. Except as set forth in Subsection (D) of Section 120.040, no meeting or vote may be closed without an affirmative public vote of the majority of a quorum of the public governmental body. The vote of each member of the governmental body on the question of closing a public meeting or vote and the specific reason for closing that public

meeting or vote by reference to a specific Section of this Chapter shall be announced publicly at an open meeting of the governmental body and entered into the minutes.

- B. Any meeting or vote closed pursuant to Section 120.020 shall be closed only to the extent necessary for the specific reason announced to justify the closed meeting or vote. Public governmental bodies shall not discuss any business in a closed meeting, record or vote which does not directly relate to the specific reason announced to justify the closed meeting or vote. Public governmental bodies holding a closed meeting shall close only an existing portion of the meeting facility necessary to house the members of the public governmental body in the closed session, allowing members of the public to remain to attend any subsequent open session held by the public governmental body following the closed session. (RSMo. §§610.022.1, 610.022.3, 2004)

#### **Section 120.060. Journals Of Meetings And Records Of Voting.**

- A. Except as provided in Section 120.020, rules authorized pursuant to Article III of the Missouri Constitution and as otherwise provided by law, all votes shall be recorded, and if a roll call is taken, as to attribute each "yea" and "nay" vote, or abstinence if not voting, to the name of the individual member of the public governmental body. Any votes taken during a closed meeting shall be taken by roll call. All public meetings shall be open to the public and public votes and public records shall be open to the public for inspection and duplication. All votes taken by roll call in meetings of a public governmental body consisting of members who are all elected shall be cast by members of the public governmental body who are physically present and in attendance at the meeting or who are participating via video-conferencing. When it is necessary to take votes by roll call in a meeting of the public governmental body, due to an emergency of the public body, with a quorum of the members of the public body physically present and in attendance and less than a quorum of the members of the public governmental body participating via telephone, facsimile, Internet, or any other voice or electronic means, the nature of the emergency of the public body justifying that departure from the normal requirements shall be stated in the minutes. Where such emergency exists, the votes taken shall be regarded as if all members were physically present and in attendance at the meeting.
- B. A journal or minutes of open and closed meetings shall be taken and retained by the public governmental body including, but not limited to, a record of any vote taken at such meeting. The minutes shall include the date, time, place, members present, members absent, and a record of votes taken. When a roll call vote is taken, the minutes shall attribute each "yea" and "nay" vote, or abstinence if not voting, to the name of the individual member of the public governmental body. (RSMo. §§610.015, 2004, 2013; 610.020.7, 2004)

#### **Section 120.070. Accessibility Of Meetings.**

- A. Each meeting shall be held at a place reasonably accessible to the public and of sufficient size to accommodate the anticipated attendance by members of the public and at a time reasonably convenient to the public unless for good cause such a place or time is

impossible or impractical. Every reasonable effort shall be made to grant special access to the meeting to handicapped or disabled individuals.

- B. When it is necessary to hold a meeting on less than twenty-four (24) hours' notice, or at a place that is not reasonably accessible to the public, or at a time that is not reasonably convenient to the public, the nature of the good cause justifying that departure from the normal requirements shall be stated in the minutes. (RSMo. §§610.020.2, 2004; 610.020.4, 2004)

#### **Section 120.080. Segregation Of Exempt Material.**

If a public record contains material which is not exempt from disclosure, as well as material which is exempt from disclosure, the custodian shall separate the exempt and non-exempt material and make the non-exempt material available for examination and copying in accord with the policies provided herein. When designing a public record the custodian shall, to the extent practicable, facilitate a separation of exempt from non-exempt information. If the separation is readily apparent to a person requesting to inspect or receive copies of the form, the custodian shall generally describe the material exempted unless that description would reveal the contents of the exempt information and thus defeat the purpose of the exemption. (RSMo. §610.024)

#### **Section 120.090. Custodian Designated — Response To Request For Access To Records.**

- A. The {MuniType} Clerk shall be the custodian of records and will be responsible for maintenance and control of all records. The custodian may designate deputy custodians in operating departments of the {MuniType} and such other departments or offices as the custodian may determine. Deputy custodians shall conduct matters relating to public records and meetings in accord with the policies enumerated herein.
- B. Each public governmental body shall make available for inspection and copying by the public of that body's public records. No person shall remove original public records from the office of a public governmental body or its custodian without written permission of the designated custodian. No public governmental body shall, after August 28, 1998, grant to any person or entity, whether by contract, license or otherwise, the exclusive right to access and disseminate any public record unless the granting of such right is necessary to facilitate coordination with, or uniformity among, industry regulators having similar authority.
- C. Each request for access to a public record shall be acted upon as soon as possible, but in no event later than the end of the third business day following the date the request is received by the custodian of records of a public governmental body. If records are requested in a certain format, the public body shall provide the records in the requested format, if such format is available. If access to the public record is not granted immediately, the custodian shall give a detailed explanation of the cause for further delay and the place and earliest time and date that the record will be available for inspection. This period for document production may exceed three (3) days for reasonable cause.

- D. If a request for access is denied, the custodian shall provide, upon request, a written statement of the grounds for such denial. Such statement shall cite the specific provision of law under which access is denied and shall be furnished to the requester no later than the end of the third business day following the date that the request for the statement is received. (RSMo. §610.023, 2004)

**Section 120.100. Fees For Copying Public Records — Limitations.**

- A. Except as otherwise provided by law, each public governmental body shall provide access to and, upon request, furnish copies of public records subject to the following:
1. Fees for copying public records, except those records restricted under Section 32.091, RSMo., shall not exceed ten cents (\$0.10) per page for a paper copy not larger than nine (9) inches by fourteen (14) inches, with the hourly fee for duplicating time not to exceed the average hourly rate of pay for clerical staff of the public governmental body. Research time required for fulfilling records requests may be charged at the actual cost of research time. Based on the scope of the request, the public governmental body shall produce the copies using employees of the body that result in the lowest amount of charges for search, research and duplication time. Prior to producing copies of the requested records, the person requesting the records may request the public governmental body to provide an estimate of the cost to the person requesting the records. Documents may be furnished without charge or at a reduced charge when the public governmental body determines that waiver or reduction of the fee is in the public interest because it is likely to contribute significantly to public understanding of the operations or activities of the public governmental body and is not primarily in the commercial interest of the requester.
  2. Fees for providing access to public records maintained on computer facilities, recording tapes or disks, videotapes or films, pictures, maps, slides, graphics, illustrations or similar audio or visual items or devices and for paper copies larger than nine (9) inches by fourteen (14) inches shall include only the cost of copies, staff time, which shall not exceed the average hourly rate of pay for staff of the public governmental body required for making copies and programming, if necessary, and the cost of the disk, tape or other medium used for the duplication. Fees for maps, blueprints or plats that require special expertise to duplicate may include the actual rate of compensation for the trained personnel required to duplicate such maps, blueprints or plats. If programming is required beyond the customary and usual level to comply with a request for records or information, the fees for compliance may include the actual cost of such programming.
- B. Payment of such copying fees may be requested prior to the making of copies. (RSMo. §610.026, 2004)

## ARTICLE II

**Law Enforcement Arrest Reports And Records, Incident Reports, Etc.****Section 120.110. Definitions.**

As used in this Article, the following terms shall have the following definitions:

**ARREST** — An actual restraint of the person of the defendant, or by his/her submission to the custody of the officer, under authority of a warrant or otherwise for a criminal violation which results in the issuance of a summons or the person being booked.

**ARREST REPORT** — A record of a law enforcement agency of an arrest and of any detention or confinement incident thereto together with the charge therefor.

**INACTIVE** — An investigation in which no further action will be taken by a law enforcement agency or officer for any of the following reasons:

1. A decision by the law enforcement agency not to pursue the case.
2. Expiration of the time to file criminal charges pursuant to the applicable statute of limitations or ten (10) years after the commission of the offense, whichever date earliest occurs.
3. Finality of the convictions of all persons convicted on the basis of the information contained in the investigative report, by exhaustion of or expiration of all rights of appeal of such persons.

**INCIDENT REPORT** — A record of a law enforcement agency consisting of the date, time, specific location, name of the victim, and immediate facts and circumstances surrounding the initial report of a crime or incident, including any logs of reported crimes, accidents and complaints maintained by that agency.

**INVESTIGATIVE REPORT** — A record, other than an arrest or incident report, prepared by personnel of a law enforcement agency inquiring into a crime or suspected crime either in response to an incident report or in response to evidence developed by law enforcement officers in the course of their duties.

**MOBILE VIDEO RECORDER** — Any system or device that captures visual signals that is capable of installation and being installed in a vehicle or being worn or carried by personnel of a law enforcement agency and that includes, at minimum, a camera and recording capabilities.

**MOBILE VIDEO RECORDING** — Any data captured by a mobile video recorder, including audio, video, and any metadata.

**NON-PUBLIC LOCATION** — A place where one would have a reasonable expectation of privacy, including but not limited to a dwelling, school, or medical facility. (RSMo. §610.100, 2016)

**Section 120.120. Police Department Records.**

- A. The Police Department of the {MuniType} shall maintain records of all incidents reported to the Police Department and investigations and arrests made by the Police Department. All incident reports and arrest reports shall be open records.
1. Notwithstanding any other provision of law other than the provisions of Subsections 4, 5 and 6 of Section 610.100, RSMo., or Section 320.083, RSMo., mobile video recordings and investigative reports of all law enforcement agencies are closed records until the investigation becomes inactive.
  2. If any person is arrested and not charged with an offense against the law within thirty (30) days of the person's arrest, the arrest report shall thereafter be a closed record except that the disposition portion of the record may be accessed and except as provided in Section 120.140 of this Chapter.
  3. Except as provided in Subsections 3 and 5 of Section 610.100, RSMo., a mobile video recording that is recorded in a non-public location is authorized to be closed, except that any person who is depicted in the recording or whose voice is in the recording, a legal guardian or parent of such person if he or she is a minor, a family member of such person within the first degree of consanguinity if he or she is deceased or incompetent, an attorney for such person, or insurer of such person, upon written request, may obtain a complete, unaltered, and unedited copy of a recording under and pursuant to Section 610.100, RSMo.
- B. Except as provided in Subsections (C) and (D) of this Section, if any portion of a record or document of a Police Department Officer or the Police Department, other than an arrest report which would otherwise be open, contains information that is reasonably likely to pose a clear and present danger to the safety of any victim, witness, undercover officer or other person; or jeopardize a criminal investigation, including records which would disclose the identity of a source wishing to remain confidential or a suspect not in custody; or which would disclose techniques, procedures or guidelines for Police Department investigations or prosecutions, that portion of the record shall be closed and shall be redacted from any record made available pursuant to this Chapter.
- C. Any person, including a legal guardian or parent of such person if he or she is a minor, a family member of such person within the first degree of consanguinity of such person if deceased or incompetent, attorney for a person, or insurer of a person involved in any incident or whose property is involved in an incident may obtain any records closed pursuant to this Section or Section 120.140 for purposes of investigation of any civil claim or defense as provided by this Subsection. Any individual, legal guardian or parent of such person if he or she is a minor, his/her attorney or insurer involved in an incident or whose property is involved in an incident, upon written request, may obtain a complete unaltered and unedited incident report concerning the incident and may obtain access to other records closed by the Police Department pursuant to this Section. Within thirty (30) days of such request, the Police Department shall provide the requested material or file a motion pursuant to this Subsection with the Circuit Court having jurisdiction over the Police Department stating that the safety of the victim, witness or other individual cannot be reasonably ensured, or that a criminal investigation is likely to be jeopardized. Pursuant to Section 610.100(4), RSMo., if, based on such motion, the

court finds for the Police Department, the court shall either order the record closed or order such portion of the record that should be closed to be redacted from any record made available pursuant to this Subsection.

- D. Any person may apply pursuant to this Subsection to the Circuit Court having jurisdiction for an order requiring a law enforcement agency to open incident reports and arrest reports being unlawfully closed pursuant to the Section. If the court finds by a preponderance of the evidence that the law enforcement officer or agency has knowingly violated this Section, the officer or agency shall be subject to a civil penalty in an amount up to one thousand dollars (\$1,000.00). If the court finds that there is a knowing violation of this Section, the court may order payment by such officer or agency of all costs and attorneys' fees, as provided by Section 610.027, RSMo. If the court finds by a preponderance of the evidence that the law enforcement officer or agency has purposely violated this Section, the officer or agency shall be subject to a civil penalty in an amount up to five thousand dollars (\$5,000.00) and the court shall order payment by such officer or agency of all costs and attorney fees, as provided in Section 610.027, RSMo. The court shall determine the amount of the penalty by taking into account the size of the jurisdiction, the seriousness of the offense, and whether the law enforcement officer or agency has violated this Section previously.
- E. The victim of an offense as provided in Chapter 566, RSMo., may request that his/her identity be kept confidential until a charge relating to such incident is filed.
- F. Any person who requests and receives a mobile video recording that was recorded in a non-public location under and pursuant to Section 610.100, RSMo., is prohibited from displaying or disclosing the mobile video recording, including any description or account of any or all of the mobile video recording, without first providing direct third-party notice to each person not affiliated with a law enforcement agency or each non-law enforcement agency individual whose image or sound is contained in the recording, and affording, upon receiving such notice, each person appearing and whose image or sound is contained in the mobile video recording no less than ten (10) days to file and serve an action seeking an order from a court of competent jurisdiction to enjoin all or some of the intended display, disclosure, description, or account of the recording. Any person who fails to comply with the provisions of this Subsection is subject to damages in a civil action proceeding. (RSMo. §610.100[2], [3], [4], [6], [7], [8], 2004, 2016)

**Section 120.130. Effect Of Nolle Pros, Dismissal And Suspended Imposition Of Sentence On Records.**

- A. If the person arrested is charged but the case is subsequently nolle prossed, dismissed, or the accused is found not guilty, or imposition of sentence is suspended in the court in which the action is prosecuted, official records pertaining to the case shall thereafter be closed records when such case is finally terminated, except as provided in Subsection (B) of this Section and Section 120.140 and except that the court's judgment or order or the final action taken by the prosecutor in such matters may be accessed. If the accused is found not guilty due to mental disease or defect pursuant to Section 552.030, RSMo., official records pertaining to the case shall thereafter be closed records upon such findings, except that the disposition may be accessed only by law enforcement agencies,

child care agencies, facilities as defined in Section 198.006, RSMo., and in-home services provider agencies as defined in Section 192.2400, RSMo., in the manner established by Section 120.140.

- B. If the person arrested is charged with an offense found in Chapter 566, RSMo., Section 568.045, 568.050, 568.060, 568.065, 573.200, 573.205 or 568.175, RSMo., and an imposition of sentence is suspended in the court in which the action is prosecuted, the official records pertaining to the case shall be made available to the victim for the purpose of using the records in his/her own judicial proceeding or if the victim is a minor to the victim's parents or guardian, upon request. (RSMo. §610.105, 2006)

**Section 120.140. Public Access Of Closed Arrest Records.**

- A. Except as otherwise provided under Section 610.124, RSMo., records required to be closed shall not be destroyed; they shall be inaccessible to the general public and to all persons other than the defendant except as provided in this Section and Section 43.507, RSMo. The closed records shall be available to: criminal justice agencies for the administration of criminal justice pursuant to Section 43.500, RSMo., criminal justice employment, screening persons with access to criminal justice facilities, procedures and sensitive information; to law enforcement agencies for issuance or renewal of a license, permit, certification, or registration of authority from such agency including, but not limited to, watchmen, security personnel, private investigators, and persons seeking permits to purchase or possess a firearm; those agencies authorized by Section 43.543, RSMo., to submit and when submitting fingerprints to the central repository; the Sentencing Advisory Commission created in Section 558.019, RSMo., for the purpose of studying sentencing practices in accordance with Section 43.507, RSMo.; to qualified entities for the purpose of screening providers defined in Section 43.540, RSMo.; the Department of Revenue for driver license administration; the Department of Public Safety for the purposes of determining eligibility for crime victims' compensation pursuant to Sections 595.010 to 595.075, RSMo.; Department of Health and Senior Services for the purpose of licensing and regulating facilities and regulating in-home services provider agencies and Federal agencies for purposes of criminal justice administration, criminal justice employment, child, elderly, or disabled care, and for such investigative purposes as authorized by law or presidential executive order.
- B. These records shall be made available only for the purposes and to the entities listed in this Section. A criminal justice agency receiving a request for criminal history information under its control may require positive identification, to include fingerprints of the subject of the record search, prior to releasing closed record information. Dissemination of closed and open records from the Missouri criminal records repository shall be in accordance with Section 43.509, RSMo. All records which are closed records shall be removed from the records of the Police Department and Municipal Court which are available to the public and shall be kept in separate records which are to be held confidential and, where possible, pages of the public record shall be retyped or rewritten omitting those portions of the record which deal with the defendant's case. If retyping or rewriting is not feasible because of the permanent nature of the record books, such record entries shall be blacked out and recopied in a confidential book. (RSMo. §610.120, 2003, 2014)

**Section 120.150. "911" Telephone Reports.**

Except as provided by this Section, any information acquired by the Police Department or a first responder agency by way of a complaint or report of a crime made by telephone contact using the emergency number "911" shall be inaccessible to the general public. However, information consisting of the date, time, specific location, and immediate facts and circumstances surrounding the initial report of the crime or incident shall be considered to be an incident report and subject to Section 120.120. Any closed records pursuant to this Section shall be available upon request by law enforcement agencies or the Division of Workers' Compensation or pursuant to a valid court order authorizing disclosure upon motion and good cause shown. (RSMo. §610.150, 2013)

**Section 120.160. Daily Log Or Record Maintained By Police Department Of Crimes, Accidents Or Complaints — Public Access To Certain Information.**

- A. The {MuniType} of {MuniName} Police Department, if it maintains a daily log or record that lists suspected crimes, accidents or complaints, shall make available the following information for inspection and copying by the public:
1. The time, substance and location of all complaints or requests for assistance received by the Police Department;
  2. The time and nature of the Police Department's response to all complaints or requests for assistance; and
  3. If the incident involves an alleged offense or infraction:
    - a. The time, date and location of occurrence;
    - b. The name and age of any victim, unless the victim is a victim of a crime under Chapter 566, RSMo.;
    - c. The factual circumstances surrounding the incident; and
    - d. A general description of any injuries, property or weapons involved. (RSMo. §610.200, 2004)

# **Chapter 125**

## **MUNICIPAL COURT**

### **ARTICLE I** **General Provisions**

**Section 125.010. Court Established.**  
**Section 125.020. Jurisdiction.**  
**Section 125.030. Selection Of Municipal Judge.**  
**Section 125.040. Municipal Judge — Term Of Office.**  
**Section 125.050. Municipal Judge — Vacation Of Office.**  
**Section 125.060. Municipal Judge — Qualifications For Office.**  
**Section 125.070. Superintending Authority.**  
**Section 125.080. Report To {Govbody}.**  
**Section 125.090. Docket And Court Records.**  
**Section 125.100. Municipal Judge — Powers And Duties Generally.**  
**Section 125.110. Prosecutions Based On Information Only; Proceedings.**  
**Section 125.120. Violations Bureau.**  
**Section 125.130. Issuance And Execution Of Warrants.**  
**Section 125.140. Arrests Without Warrants.**  
**Section 125.150. Jury Trials.**  
**Section 125.160. Duties Of The {Munitype}'s Prosecuting Attorney.**  
**Section 125.170. Summoning Of Witnesses.**

**Section 125.180. Municipal Judge Without Jurisdiction, When.**  
**Section 125.190. Jailing Of Defendants.**  
**Section 125.200. Parole And Probation.**  
**Section 125.210. Right Of Appeal.**  
**Section 125.220. Appeal From Jury Verdicts.**  
**Section 125.230. Breach Of Recognizance.**  
**Section 125.240. Disqualification Of Municipal Judge From Hearing A Particular Case.**  
**Section 125.250. Absence Of Judge — Procedure.**  
**Section 125.260. Failure To Appear In Municipal Court.**

### **ARTICLE II** **Court Clerk**

**Section 125.270. Office Established.**  
**Section 125.280. Selection And Term Of Court Clerk.**  
**Section 125.290. Hours And Authorization Of Compensation.**  
**Section 125.300. Bond.**

### **ARTICLE III** **Fines And Court Costs**

**Section 125.310. Installment Payment Of Fine.**  
**Section 125.320. Court Costs.**

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ARTICLE I  
**General Provisions <sup>1</sup>**

**Section 125.010. Court Established.**

There is hereby established in the {MuniType} of {MuniName} a Municipal Court to be known as the "{MuniName} Municipal Court, a Division of the \_\_\_\_ Judicial Circuit Court of the State of Missouri." In the event a Police Court existed prior to the establishment of a Municipal Court, this Court is a continuation of the Police Court of the {MuniType} as previously established and is termed herein "The Municipal Court."

**Section 125.020. Jurisdiction.**

Violations of municipal ordinances shall be heard and determined only before divisions of the Circuit Court as hereinafter provided in this Chapter. The term "heard and determined," for purposes of this Chapter, shall mean any process under which the Court in question retains the final authority to make factual determinations pertaining to allegations of a municipal ordinance violation. (RSMo. §479.010)

**Section 125.030. Selection Of Municipal Judge.**

The Judge of the {MuniType}'s Municipal Court shall be known as a Municipal Judge of the \_\_\_\_ Judicial Circuit Court and shall be selected by appointment to the position by the {ChiefGov} with approval of a majority of the members of the {GovBody} for a term as specified herein.

**Section 125.040. Municipal Judge — Term Of Office.**

The Municipal Judge shall hold his/her office for a period of at least two (2) years. If for any reason a Municipal Judge vacates his/her office, his/her successor shall complete that term of office, even if the same be for less than two (2) years.

**Section 125.050. Municipal Judge — Vacation Of Office.**

- A. The Municipal Judge shall vacate his/her office under the following conditions:
1. Upon removal from office by the State Commission on the Retirement, Removal and Discipline of Judges as provided in Missouri Supreme Court Rule 12;
  2. Upon attaining his/her 75th birthday; or

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1. State Law Reference: As to certain violations concerning an accused with special needs, § 479.040, RSMo.

3. If he/she should lose his/her license to practice law within the State of Missouri or if he/she should fail to complete the course of instruction as required by Section 125.060, Subsection (A)(1), hereof.

**Section 125.060. Municipal Judge — Qualifications For Office.**

- A. The Municipal Judge shall possess the following qualifications before he/she shall take office:
  1. He/she must be a licensed attorney, qualified to practice law within the State of Missouri; or, within six (6) months after selection for the position, each Municipal Judge who is not licensed to practice law in this State shall satisfactorily complete the course of instruction for Municipal Judges prescribed by the Supreme Court.
  2. He/she need not reside within the {MuniType}.
  3. He/she must be a resident of the State of Missouri.
  4. He/she must be between the ages of twenty-one (21) and seventy-five (75) years.
  5. He/she may serve as a Municipal Judge for any other municipality.
  6. He/she may not hold any other office within the {MuniType} Government.
- B. The Municipal Judge shall be considered holding a part-time position and as such may accept other employment.
- C. No Municipal Judge shall serve as a Municipal Judge in more than five (5) municipalities at one (1) time. (RSMo. §479.020, 2016)

**Section 125.070. Superintending Authority.**

The Municipal Court of the {MuniType} shall be subject to the rules of the Circuit Court of which it is a part and to the rules of the State Supreme Court. The Municipal Court shall be subject to the general administrative authority of the Presiding Judge of the Circuit Court, and the Judge and Court personnel of said Court shall obey his/her directives.

**Section 125.080. Report To {Govbody}.**

The Municipal Judge shall cause the Court Clerk to prepare, within the first ten (10) days of every month, a report indicating the following: A list of all cases heard or tried before the Judge during the preceding month, giving in each case the name of the defendant, the fine imposed if any, the amount of costs, the names of defendants committed, and the cases in which there was an application for trial de novo, respectively. The Court Clerk or the Judge shall verify such lists and statements by affidavit and shall file the same with the {MuniType} Clerk who shall lay the same before the {GovBody} of the {MuniType} for examination at its first session thereafter. The Municipal Court shall, within the ten (10) days after the first of the month, pay to the Municipal Treasurer the full amount of all fines collected during the preceding month, if not previously paid to the Municipal Treasurer. (RSMo. §479.080.3)

**Section 125.090. Docket And Court Records.**

The Municipal Judge shall be a conservator of the peace. He/she shall keep a docket in which he/she shall enter every case commenced before him/her and the proceedings therein and he/she shall keep such other records as may be required. Such docket and records shall be records of the Circuit Court of {MuniCounty} County. The Municipal Judge shall deliver said docket, records and all books and papers pertaining to his/her office to his/her successor in office or to the Presiding Judge of the Circuit. (RSMo. §479.070)

**Section 125.100. Municipal Judge — Powers And Duties Generally.**

A. The Municipal Judge shall be and is hereby authorized to:

1. Establish a Violations Bureau as provided for in the Missouri Rules of Practice and Procedure in Municipal and Traffic Courts and Section 479.050, RSMo.
2. Administer oaths and enforce due obedience to all orders, rules and judgments made by him/her and may fine and imprison for contempt committed before him/her while holding Court in the same manner and to the same extent as a Circuit Judge.
3. Stay execution of any fine or sentence, suspend any fine or sentence, and make such other orders as the Municipal Judge deems necessary relative to any matter that may be pending in the Municipal Court.
4. Make and adopt such rules of practice and procedure as are necessary to implement and carry out the provisions of this Chapter, and to make and adopt such rules of practice and procedure as are necessary to hear and decide matters pending before the Municipal Court, and to implement and carry out the provisions of the Missouri Rules of Practice and Procedure in Municipal and Traffic Courts.

B. The Municipal Judge shall have such other powers, duties and privileges as are or may be prescribed by the laws of this State, this Code or other ordinances of this {MuniType}.

**Section 125.110. Prosecutions Based On Information Only; Proceedings.**

All prosecutions for the violation of municipal ordinances shall be instituted by information and may be based upon a complaint. Proceedings shall be in accordance with the Supreme Court rules governing practice and procedure in proceedings before Municipal Judges. (RSMo. §479.090)

**Section 125.120. Violations Bureau.**

Should the Municipal Judge determine that there shall be a Violations Bureau, the {MuniType} shall provide all expenses incident to the operation of the same.

**Section 125.130. Issuance And Execution Of Warrants.**

All warrants issued by a Municipal Judge shall be directed to the {MuniType} Marshal, Chief of Police or any other Police Officer of the municipality or to the Sheriff of the County. The warrants shall be executed by the Marshal, Chief of Police, Police Officer or Sheriff at any place within the limits of the County and not elsewhere, unless the warrants are endorsed in the manner provided for warrants in criminal cases and, when so endorsed, shall be served in other Counties as provided for in warrants in criminal cases. (RSMo. §479.100)

**Section 125.140. Arrests Without Warrants.**

The {MuniType} Marshal, Chief of Police or other Police Officer of the {MuniType} shall, without a warrant, make arrest of any person who commits an offense in his/her presence, but such officer shall, before the trial, file a written complaint with the Judge hearing violations of municipal ordinances. (RSMo. §479.110)

**Section 125.150. Jury Trials.**

Any person charged with a violation of a municipal ordinance of this {MuniType} shall be entitled to a trial by jury as in prosecutions for misdemeanors before an Associate Circuit Court Judge. Whenever a defendant accused of a violation of a municipal ordinance has a right to and demands such trial by jury, the Municipal Court shall certify the case to the Presiding Judge of the Circuit Court for reassignment. (RSMo. §§479.130, 479.150)

**Section 125.160. Duties Of The {Munitype}'s Prosecuting Attorney.**

It shall be the duty of an attorney designated by the {MuniType} to prosecute the violations of the {MuniType}'s ordinances before the Municipal Judge or before any Circuit Judge hearing violations of the {MuniType}'s ordinances. The salary or fees of the attorney and his/her necessary expenses incurred in such prosecutions shall be paid by the {MuniType}. The compensation of such attorney shall not be contingent upon the number of cases tried, the number of guilty verdicts reached, or the amount of fines imposed or collected. (RSMo. §§479.120, 479.020.6)

**Section 125.170. Summoning Of Witnesses.**

It shall be the duty of the Municipal Judge to summon all persons whose testimony may be deemed essential as witnesses at the trial and to enforce their attendance by attachment, if necessary. The fees of witnesses shall be the same as those fixed for witnesses in trials before Associate Circuit Court Judges and shall be taxed as other costs in the case. When a trial shall be continued by a Municipal Judge, it shall not be necessary to summon any witnesses who may be present at the continuance, but the Municipal Judge shall orally notify such witnesses as either party may require to attend before him/her on the day set for trial to testify in the case and enter the names of such witnesses on his/her docket, which oral notice shall be valid as a summons. (RSMo. §479.160)

**Section 125.180. Municipal Judge Without Jurisdiction, When.**

- A. If, in the progress of any trial before the Municipal Judge, it shall appear to the Judge that the accused ought to be put upon trial for an offense against the criminal laws of the State and not cognizable before him/her as Municipal Judge, he/she shall immediately stop all further proceedings before him/her as Municipal Judge and cause the complaint to be made before some Associate Circuit Court Judge of the County.
- B. For purposes of this Section, any offense involving the operation of a motor vehicle in an intoxicated condition as defined in Section 577.001, RSMo., shall not be cognizable in Municipal Court, if the defendant has been convicted, found guilty, or pled guilty to two (2) or more previous intoxication-related traffic offenses as defined in Section 577.023, RSMo., or has had two (2) or more previous alcohol-related enforcement contacts as defined in Section 302.525, RSMo. (RSMo. §479.170, 2010)

**Section 125.190. Jailing Of Defendants.**

If, in the opinion of the Municipal Judge, the {MuniType} has no suitable and safe place of confinement, the Municipal Judge may commit the defendant to the County Jail, and it shall be the duty of the Sheriff, if space for the prisoner is available in the County Jail, upon receipt of a warrant of commitment from the Judge to receive and safely keep such prisoner until discharged by due process of law. The municipality shall pay the board of such prisoner at the same rate as may now or hereafter be allowed by law to such Sheriff for the keeping of other prisoners in his/her custody. The same shall be taxed as cost. (RSMo. §479.180)

**Section 125.200. Parole And Probation.**

- A. Any Judge hearing violations of municipal ordinances may, when in his/her judgment it may seem advisable, grant a parole or probation to any person who shall plead guilty or who shall be convicted after a trial before such Judge. When a person is placed on probation, he/she shall be given a certificate explicitly stating the conditions on which he/she is being released.
- B. In addition to such other authority as exists to order conditions of probation, the Court may order conditions which the Court believes will serve to compensate the victim of the crime, any dependent of the victim, or society in general. Such conditions may include, but need not be limited to:
  - 1. Restitution to the victim or any dependent of the victim in an amount to be determined by the Judge; and
  - 2. The performance of a designated amount of free work for a public or charitable purpose or purposes as determined by the Judge.
- C. A person may refuse probation conditioned on the performance of free work. If he/she does so, the Court shall decide the extent or duration of sentence or other disposition to be imposed and render judgment accordingly. Any County, {MuniType}, person, organization or agency or employee of a County, {MuniType}, organization or agency charged with the supervision of such free work or who benefits from its performance

shall be immune from any suit by the person placed on parole or probation or any person deriving a cause of action from him/her if such cause of action arises from such supervision of performance, except for intentional torts or gross negligence. The services performed by the probationer or parolee shall not be deemed employment within the meaning of the provisions of Chapter 288, RSMo.

- D. The Court may modify or enlarge the conditions of probation at any time prior to the expiration or termination of the probation term. (RSMo. §479.190)

**Section 125.210. Right Of Appeal.**

In any case tried before the Municipal Judge, except where there has been a plea of guilty or where the case has been tried with a jury, the defendant shall have a right of trial de novo before a Circuit Court Judge or upon assignment before an Associate Circuit Court Judge. An application for a trial de novo shall be filed within ten (10) days after judgment and shall be filed in such form and perfected in such manner as provided by Supreme Court rule. (RSMo. §479.200.2)

**Section 125.220. Appeal From Jury Verdicts.**

In any case tried with a jury before an Associate Circuit Judge, a record of the proceedings shall be made, and appeals may be had upon that record to the appropriate Appellate Court. (RSMo. §479.200.3)

**Section 125.230. Breach Of Recognizance.**

In the case of a breach of any recognizance entered into before a Municipal Judge or an Associate Circuit Court Judge hearing a municipal ordinance violation case, the same shall be deemed forfeited and the Judge shall cause the same to be prosecuted against the principal and surety, or either of them, in the name of the municipality as plaintiff. Such action shall be prosecuted before a Circuit Court Judge or Associate Circuit Court Judge, and in the event of cases caused to be prosecuted by a Municipal Judge, such shall be on the transcript of the proceedings before the Municipal Judge. All monies recovered in such actions shall be paid over to Municipal Treasury to the General Revenue Fund of the municipality. (RSMo. §479.210)

**Section 125.240. Disqualification Of Municipal Judge From Hearing A Particular Case.**

A Municipal Judge shall be disqualified to hear any case in which he/she is in any way interested or, if before the trial is commenced, the defendant or the prosecutor files an affidavit that the defendant or the municipality, as the case may be, cannot have a fair and impartial trial by reason of the interest or prejudice of the Judge. Neither the defendant nor the municipality shall be entitled to file more than one (1) affidavit or disqualification in the same case. (RSMo. §479.220)

**Section 125.250. Absence Of Judge — Procedure.**

If the Municipal Judge or Provisional Judge be absent, sick or disqualified from acting pursuant to the general administrative authority of the Presiding Judge of the Circuit Court over the Municipal Divisions within the circuit contained in Section 478.240, RSMo., a special Municipal Judge may be designated in accordance with the provisions of Section 479.230, RSMo., until such absence or disqualification shall cease. (RSMo. §479.230, 2005)

**Section 125.260. Failure To Appear In Municipal Court.**

- A. A person commits the offense of failure to appear in Municipal Court if:
1. He/she has been issued a summons for a violation of any ordinance of the {MuniType} of {MuniName} and fails to appear before the Judge of the Municipal Court at the time and on the date on which he/she was summoned, or at the time or on the date to which the case was continued;
  2. He/she has been released upon recognition of bond and fails to appear before the Judge of the Municipal Court at the time and on the date on which he/she was summoned, or at the time or on the date to which the case was continued;
  3. He/she has been placed on Court supervised probation and fails to appear before the Judge of the Municipal Court at the time specified by said Judge as a condition of the probation.
- B. Nothing in this Section shall prevent the exercise of the Municipal Court of its power to punish for contempt.

**ARTICLE II**  
**Court Clerk**

**Section 125.270. Office Established.**

There is hereby established the office of Court Clerk for the {MuniType} of {MuniName} Municipal Division of the {MuniCounty} County Circuit Court.

**Section 125.280. Selection And Term Of Court Clerk.**

The Court Clerk shall be appointed by the {ChiefGov} with the consent of a majority of the members of the {GovBody} to serve for an unspecified term at the will of the {ChiefGov} and {GovBody}.

**Section 125.290. Hours And Authorization Of Compensation.**

The Court Clerk shall attend all sessions of the {MuniName} Municipal Division of the \_\_\_\_ Judicial Circuit Court and may be required to be present at the {MuniName} {MuniType} Hall to perform the duties of the office at such additional times as the {ChiefGov} or

{GovBody} may specify. Compensation for the Court Clerk shall be established by ordinance from time to time.

**Section 125.300. Bond.**

Within fifteen (15) days after appointment and before entering upon the discharge of the above-described duties of office, the Court Clerk shall give bond to the {MuniType} in the sum of \_\_\_\_ conditioned upon the faithful performance of said duties and the said Court Clerk will pay over all monies belonging to the {MuniType}, as provided by law, that may come into the Court Clerk's hands.

ARTICLE III  
**Fines And Court Costs**

**Section 125.310. Installment Payment Of Fine.**

When a fine is assessed for violation of an ordinance, it shall be within the discretion of the Judge assessing the fine to provide for the payment of the fine on an installment basis under such terms and conditions as he/she may deem appropriate. (RSMo. §479.240)

**Section 125.320. Court Costs.**

A. In addition to any fine that may be imposed by the Municipal Judge in any case filed in the {MuniName} Municipal Division of the \_\_\_\_ Judicial Circuit Court, and in addition to all other fees authorized or required by law, there shall be assessed as costs the following:

1. Costs of Court in the amount of twelve dollars (\$12.00).

EDITORIAL NOTE: This would be fifteen dollars (\$15.00) under an Associate Circuit Judge.

2. Police Officer Training Fee. A fee of three dollars (\$3.00) is hereby established and assessed as additional Court costs in each Court proceeding, except that no such fee shall be collected when the proceedings against the defendant have been dismissed.
  - a. Two dollars (\$2.00) of each such Court cost shall be transmitted monthly to the Treasurer of the {MuniType} and used to pay for Police Officer training as provided by Sections 590.100 to 590.180, RSMo. The {MuniType} shall not retain for training purposes more than one thousand five hundred dollars (\$1,500.00) of such funds for each certified Law Enforcement Officer or candidate for certification employed by the {MuniType}. Any excess funds shall be transmitted quarterly to the {MuniType}'s General Fund.

- b. One dollar (\$1.00) of each such Court cost shall be sent to the State Treasury to the credit of the Peace Officers Standards and Training Commission Fund created by Section 590.178, RSMo.
3. Crime Victims' Compensation Fund. An additional sum of seven dollars and fifty cents (\$7.50) shall be assessed and added to the basic costs in Subsection (A)(1) of this Section, provided that no such cost shall be collected in any proceeding when the proceeding or the defendant has been dismissed by the Court. All sums collected pursuant to this Subsection shall be paid at least monthly as follows:
  - a. Ninety-five percent (95%) of such fees shall be paid to the Director of Revenue of the State of Missouri for deposit as provided in Section 595.045.5, RSMo.
  - b. Five percent (5%) shall be paid to the {MuniType} Treasury.
4. There may also be assessed a cost of up to four dollars (\$4.00) per case for each criminal case, including violations of any County or municipal ordinance, for the purpose of providing operating expenses for shelters for battered persons as set out in Section 488.607, RSMo.
5. There shall be assessed a surcharge of seven dollars (\$7.00) for the Statewide Court Automation Fund.

**EDITORIAL NOTES:**

Use only with Associate Circuit Judge and if the {MuniType} has an automated court fund in place.

This Subsection, which is based on RSMo. § 488.027, will expire 9-1-2018.

6. Other costs, such as for the issuance of a warrant, a commitment or a summons, as provided before the Associate Circuit Judge in criminal prosecutions.
7. Actual costs assessed against the {MuniType} by the County Sheriff for apprehension or confinement in the County Jail or costs assessed against the {MuniType} by any other detention facility.
8. Mileage, in the same amount as provided to the Sheriff in criminal violations, for each mile and fraction thereof the officer must travel (both directions) in order to serve any warrant or commitment or order of this Court.
9. Any other reasonable cost as may be otherwise provided by ordinance including, but not limited to, costs of confinement, including any necessary transportation related thereto, medical costs incurred by the {MuniType} while a defendant is in {MuniType} custody, and costs related to the arrest and testing of any person for any intoxication-related traffic offense as set out in Section 125.320(A)(10) hereof.
10. Reimbursement Of Certain Costs Of Arrest.
  - a. Upon a plea or a finding of guilty of violating the provisions of Section 342.020 or 342.030 of this Code or any ordinance of the {MuniType} of

{MuniName} involving alcohol- or drug-related traffic offenses, the Court may, in addition to imposition of any penalties provided by law, order the convicted person to reimburse the Police Department for the costs associated with such arrest.

- b. Such costs hereby authorized shall include the reasonable cost of making the arrest, including the cost of any chemical test made as authorized or required by law or ordinance to determine the alcohol or drug content of the person's blood, and the costs of processing, charging, booking and holding such person in custody.
- c. The Chief of Police may establish a schedule of such costs hereby authorized and shall submit the same to the Municipal Judge. However, the Court may order the costs reduced if it determines that the costs are excessive.

11. Judicial Education Fund.

- a. A {MuniType} by ordinance may provide for fees in an amount per case to be set pursuant to Sections 488.010 to 488.020, RSMo., for each municipal ordinance violation case filed before a Municipal Judge, and in the event a defendant pleads guilty or is found guilty, the Judge may assess costs against the defendant except in those cases where the defendant is found by the Judge to be indigent and unable to pay the costs. The fees authorized in this Subsection are in addition to service charges, witness fees and jail costs that may otherwise be authorized to be assessed, but are in lieu of other Court costs. The fees provided by this Subsection shall be collected by the Municipal Division Clerk in municipalities electing or required to have violations of municipal ordinances tried before a Municipal Judge pursuant to Section 479.020, RSMo., or to employ judicial personnel pursuant to Section 479.060, RSMo., and disbursed as provided in Subsection (1) of Section 479.080, RSMo. Any other Court costs required in connection with such cases shall be collected and disbursed as provided in Sections 488.010 to 488.020, RSMo.; provided that, each Municipal Court may establish a Judicial Education Fund and an Appointed Counsel Fund, each in separate accounts under the control of the Municipal Court to retain one dollar (\$1.00) of the fees collected on each case. The fees collected shall be allocated between the two (2) funds as determined by the Court. The Judicial Education Fund shall be used only to pay for:
  - (1) The continuing education and certification required of the Municipal Judges by law or Supreme Court Rule; and
  - (2) Judicial education and training for the Court Administrator and Clerks of the Municipal Court.
- b. The Appointed Counsel Fund shall be used only to pay the reasonable fees approved by the Court for the appointment of an attorney to represent any defendant found by the Judge to be indigent and unable to pay for legal representation, and where the Supreme Court rules or the law prescribes such appointment. Provided further, that no Municipal Court shall retain more than

one thousand five hundred dollars (\$1,500.00) in the Judicial Education Fund for each Judge, Administrator or Clerk of the Municipal Court and no more than five thousand dollars (\$5,000.00) in the Appointed Counsel Fund. Any excess funds shall be transmitted quarterly to the General Revenue Fund of the County or Municipal Treasury.

12. Inmate Security Fund.

- a. A surcharge of two dollars (\$2.00) shall be assessed as costs in each Court proceeding filed in any Court in any {MuniType} adopting such a surcharge, in all violations of any municipal ordinance; except that no such fee shall be collected in any proceeding in any Court when the proceeding or the defendant has been dismissed by the Court or when costs are to be paid by the {MuniType}. A surcharge of two dollars (\$2.00) shall be assessed as costs in a Juvenile Court proceeding in which a child is found by the Court to come within the applicable provisions of Subdivision (3) of Subsection (1) of Section 211.031, RSMo.
- b. The Treasurer shall deposit funds generated by the surcharge into the "Inmate Security Fund." Funds deposited shall be utilized to acquire and develop biometric verification systems and information sharing to ensure that inmates, prisoners, or detainees in a holding cell facility or other detention facility or area which holds persons detained only for a shorter period of time after arrest or after being formally charged can be properly identified upon booking and tracked within the local law enforcement administration system, criminal justice administration system, or the local jail system. Upon the installation of the information sharing or biometric verification system, funds in the inmate prisoner detainee security fund may also be used for the maintenance, repair, and replacement of the information sharing or biometric verification system, and also to pay for any expenses related to detention, custody, and housing and other expenses for inmates, prisoners, and detainees.

13. Sheriffs' Retirement Fund. A surcharge of three dollars (\$3.00) shall be assessed and collected payable to the Sheriffs' Retirement Fund created in Section 57.955, RSMo. (RSMo. §§479.260, 488.012, 488.027, 488.5026, 2012, 488.5334, 488.5336, 488.607, 2014, 595.045, 2005)

# **Chapter 130C**

## **TAXATION AND FINANCE**

### **ARTICLE I Fiscal Year**

**Be Made Only On  
Formal Resolution.**

#### **Section 130C.010. Fiscal Year Established.**

### **ARTICLE III Levy Of Taxes**

### **ARTICLE II Budget**

#### **Section 130C.060. Board Of Aldermen To Provide For Levy And Collection Of Taxes — Fix Penalties.**

#### **Section 130C.020. Budget Required — Contents — Expenditures Not To Exceed Revenues.**

#### **Section 130C.070. Fixing Ad Valorem Property Tax Rates, Procedure.**

#### **Section 130C.030. Budget Officer.**

#### **Section 130C.080. Assessment — Method Of.**

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#### **Section 130C.090. Clerk To Prepare Tax Books.**

#### **Section 130C.050. Increase Of Expenditure Over Budgeted Amount To**

#### **Section 130C.100. Taxes Delinquent — When.**

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### **ARTICLE I Fiscal Year**

#### **Section 130C.010. Fiscal Year Established.**

The fiscal year for the City of {MuniName} shall begin \_\_\_\_ of each year.

### **ARTICLE II Budget**

#### **Section 130C.020. Budget Required — Contents — Expenditures Not To Exceed Revenues.**

- A. Prior to the commencement of each fiscal year, a budget for the City shall be prepared and the same will be presented to and approved by the Board of Aldermen.
- B. The annual budget shall present a complete financial plan for the ensuing fiscal year and shall include at least the following information:

1. A budget message describing the important features of the budget and major changes from the preceding year;
  2. Estimated revenues to be received from all sources for the budget year, with a comparative statement of actual or estimated revenues for the two (2) years next preceding, itemized by year, fund and source;
  3. Proposed expenditures for each department, office, commission, and other classification for the budget year, together with a comparative statement of actual or estimated expenditures for the two (2) years next preceding, itemized by year, fund, activity and object;
  4. The amount required for the payment of interest, amortization and redemption charges on the debt of the City; and
  5. A general budget summary.
- C. In no event shall the total proposed expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year, provided that nothing herein shall be construed as requiring the City to use any cash balance as current revenue or to change from a cash basis of financing its expenditures. (RSMo. §67.010)

#### **Section 130C.030. Budget Officer.**

- A. The budget shall be prepared under the direction of a Budget Officer. Except as otherwise provided by law or ordinance, the Budget Officer shall be designated by the Board of Aldermen of the City. All officers and employees shall cooperate with and provide to the Budget Officer such information and such records as he/she shall require in developing the budget. The Budget Officer shall review all the expenditure requests and revenue estimates, after which he/she shall prepare the proposed budget as defined herein.
- B. After the Budget Officer has prepared the proposed budget, he/she shall submit it, along with such supporting schedules, exhibits, and other explanatory material as may be necessary for the proper understanding of the financial needs and position of the City, to the Board of Aldermen. He/she shall submit at the same time complete drafts of such orders, motions, resolutions or ordinances as may be required to authorize the proposed expenditures and produce the revenues necessary to balance the proposed budget. (RSMo. §67.020)

#### **Section 130C.040. Board Of Aldermen May Revise Budget, Limits — Approval.**

The Board of Aldermen may revise, alter, increase or decrease the items contained in the proposed budget, subject to such limitations as may be provided by law, provided that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year. Except as otherwise provided by law, the Board of Aldermen shall, before the beginning of the fiscal year, approve the budget and approve or adopt such orders,

motions, resolutions or ordinances as may be required to authorize the budgeted expenditures and produce the revenues estimated in the budget. (RSMo. §67.030)

**Section 130C.050. Increase Of Expenditure Over Budgeted Amount To Be Made Only On Formal Resolution.**

After the City has approved the budget for any year and has approved or adopted the orders, motions, resolutions or ordinances required to authorize the expenditures proposed in the budget, the City shall not increase the total amount authorized for expenditure from any fund, unless the Board of Aldermen adopts a resolution setting forth the facts and reasons making the increase necessary and approves or adopts an order, motion, resolution or ordinance to authorize the expenditures. (RSMo. §67.040)

**ARTICLE III  
Levy Of Taxes <sup>1</sup>**

**Section 130C.060. Board Of Aldermen To Provide For Levy And Collection Of Taxes — Fix Penalties.**

The Board of Aldermen shall, from time to time, provide by ordinance for the levy and collection of all taxes, licenses, wharfage and other duties not herein enumerated and, for neglect or refusal to pay the same, shall fix such penalties as are now or may hereafter be authorized by law or ordinance. (RSMo. §94.200)

**Section 130C.070. Fixing Ad Valorem Property Tax Rates, Procedure.**

The Board of Aldermen shall hold at least one (1) public hearing on the proposed rates of taxes at which citizens shall be heard prior to their approval. The Board of Aldermen shall determine the time and place for such hearing. A notice stating the hour, date and place of the hearing shall be published in at least one (1) newspaper qualified under the laws of the State of Missouri of general circulation in the County within which all or the largest portion of the City is situated, or such notice shall be posted in at least three (3) public places within the City; except that, in any County of the First Class having a Charter form of government, such notice may be published in a newspaper of general circulation within the City even though such newspaper is not qualified under the laws of Missouri for other legal notices. Such notice shall be published or posted at least seven (7) days prior to the date of the hearing. The notice shall include the assessed valuation by category of real, personal and other tangible property in the City for the fiscal year for which the tax is to be levied as provided by Subsection (3) of Section 137.245, RSMo., the assessed valuation by category of real, personal and other tangible property in the City for the preceding taxable year, for each rate to be levied the amount of revenue required to be provided from the property tax as set forth in the annual budget adopted as provided by Chapter 67, RSMo., and the tax rates proposed to be set for the various purposes of taxation. The tax rates shall be calculated to produce substantially the same revenues as required in the annual budget adopted as provided in this Chapter.

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1. Cross Reference: As to notice required for public meeting on tax increases, eminent domain, creation of certain districts, and certain redevelopment plans, § 120.045.

Following the hearing the Board of Aldermen shall fix the rates of taxes, the same to be entered in the tax book. Failure of any taxpayer to appear at such hearing shall not prevent the taxpayer from pursuit of any other legal remedy otherwise available to the taxpayer. Nothing in this Section absolves the City of responsibilities under Section 137.073, RSMo., nor to adjust tax rates in event changes in assessed valuation occur that would alter the tax rate calculations. (RSMo. §67.110[2], 2008)

**Section 130C.080. Assessment — Method Of.**

In the absence of a City Assessor, and until such City Assessor is duly appointed and qualified, it shall be the duty of the Mayor of the City to procure from the County Clerk of {MuniCounty} County, Missouri, on or before the first day of October of each year a certified abstract from his/her assessment books of all property within the corporate limits of the City made taxable by law for State purposes and the assessed valuation thereof as agreed upon by the Board of Equalization, which abstract shall be immediately transmitted to the Board of Aldermen, and it shall be the duty of the Board of Aldermen to establish by ordinance the rate of taxes for the year. (RSMo. §94.190)

**Section 130C.090. Clerk To Prepare Tax Books.**

When the Board of Aldermen shall have fixed the rate of taxation for any given year, it shall be the duty of the City Clerk to cause to be prepared appropriate and accurate tax books and shall therein set out in suitable columns, opposite the name of each person and the item of taxable property, as returned by the Assessor and Board of Equalization, the amount of taxes, whether general or special, due thereon and shall charge the City Collector with the full amount of taxes levied and to be collected. (RSMo. §94.290)

**Section 130C.100. Taxes Delinquent — When.**

- A. On the first day of January of each year, all unpaid City taxes shall become delinquent and the taxes on real estate are hereby made a lien thereon.
- B. Each tract of land in the back tax book, in addition to the amount of tax delinquent, shall be charged with a penalty of eighteen percent (18%) of each year's delinquency except that the penalty on lands redeemed prior to sale shall not exceed two percent (2%) per month or fractional part thereof. (RSMo. §§94.300, 140.100.1)

## SPECIAL EVENT APPLICATION

## APPLICANT AND ORGANIZATION INFORMATION

Sponsor Name: KLIFE - Ben Salmon  
 Address: ~~2400 20th~~ 311 W. Olive St.  
 City: Bolton State: MO Zip: 65613  
 Daytime phone: 417.399-2136 Cell phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_ Cell phone (during event): \_\_\_\_\_  
 Email: ben.salmon@klife.com  
 Preferred method of contact: email

## EVENT INFORMATION

Event name: KLIFE 3-on-3 Basketball Tournament  
 Event location: Cribbs Youth Park  
 Date & time of Set up: May 3 7-9 pm  
 Date & time of Event: May 4, 2019 7 am - 5 pm  
 Date & time of Clean up: May 4 5-6 pm  
 Anticipated number of attendees: 200-300

Will the event sponsor be present and in charge of the event at all times? ☒ Yes ☐ No

If no, please provide name of responsible party present.

Name: \_\_\_\_\_ Cell phone (during event): \_\_\_\_\_

Type of activities planned (check all that apply):

☐ Carnival

☐ Concert

☐ Festival

☐ Fireworks

☐ Parade

☐ Run/Walk

☒ Sporting Event

☐ Other (please explain) \_\_\_\_\_

Will the following be served? (check all that apply) ☒ Food ☐ Alcohol

*If food is being served, a permit with the Polk County Health Center shall be obtained. Event sponsor will be responsible to monitor alcohol remains in defined event area.*

concessions

Will temporary booths be set up?

☐ Yes

☒ No

If yes, will goods be available for purchase?

☐ Yes

☒ No

*Sponsor is required to obtain a City business license for all vendors selling goods during the event.*

Will event be open to the public?

☒ Yes

☐ No

Will admission be charged? ☒ Yes ☐ No

Will donations be accepted? ☒ Yes ☐ No

Will electricity be required? ☒ Yes ☐ No

Will generators be used? ☐ Yes ☒ No

Will live music be performed? ☐ Yes ☒ No

Will a stage be set up/constructed? ☐ Yes ☒ No

Please list performance times \_\_\_\_\_

Will banners/signs be installed? ☒ Yes ☐ No

*ALL signs require a sign permit issued by the Community Development Department. With the approval of the Special Events Permit, the organization is entitled to 2 cost-free sign permits. The cost-free permits still require a sign application and approval by the Community Development Department. All other signs require sign application submission, approval and permit charge.*

Is this an event for Charity? ☒ Yes ☐ No *KLIFE Fundraiser*

List participating organizations/with name of contact (attach list if needed)

Organization: *KLIFE* Contact *Ben Salmon*

Organization: \_\_\_\_\_ Contact \_\_\_\_\_

Organization: \_\_\_\_\_ Contact \_\_\_\_\_

Please indicate who is planned to provide the following services (for EMS, Fire, and security only check City provided if you want dedicated staffing at your event. This will incur additional charges):

Service	City provided	Self provided	Not Applicable
Crowd Control			
EMS Services			
Fire Watch			
Restroom Facilities			
Security			
Street Barricades			
Traffic Control			
Trash clean-up*			

\*The City reserves the right to charge the event sponsor for clean-up provided by the City.

In addition to the information provided above, please provide a detailed narrative description of the event. Also provide a map illustrating the locations of the activities planned and requested street barricades. (Except for very limited circumstances, the City will require that a street closing be from cross intersection to cross intersection so that no traffic can turn into closed street.) Please use additional sheets as needed.

We are excited to host our annual 3-on-3 ball tournament outside at the new Cribbs Park. We will use all 4 courts, the concession window, and the conference room. We will bring our own speakers to play family-friendly music. Families and kids will use the pavilions, playground, and splashpad if available.

I hereby agree that my organization will comply with all City, County and State regulations and those that are specific to public safety.

Signature: Ben Salmon Print: Ben Salmon

Organization Name: KLIFE Date: 1.23.19

#### OFFICE USE ONLY

Date submitted: \_\_\_\_\_

Date scheduled to be presented to Council: \_\_\_\_\_

Emergency Management: \_\_\_\_\_ Date: \_\_\_\_\_

Community Development: \_\_\_\_\_ Date: \_\_\_\_\_

Building Inspector (if applicable): \_\_\_\_\_ Date: \_\_\_\_\_

Fire Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Police Chief: \_\_\_\_\_ Date: \_\_\_\_\_

Public Works Director: \_\_\_\_\_ Date: \_\_\_\_\_

City Clerk: \_\_\_\_\_ Date: \_\_\_\_\_

Date presented to Council: \_\_\_\_\_

☐ Approved ☐ Rejected


Initials: \_\_\_\_\_

\* Requesting Reservation fees of the Community Room at the Splash Park to be waived for these time periods.  
May 3<sup>rd</sup> evening and May 4<sup>th</sup> all day. (\$100.00 Total Value.)

## HOLD HARMLESS AGREEMENT

To the extent permitted by law, Sponsor agrees to indemnify, defend and hold harmless the City of Bolivar, its officers, agents, volunteers and employees from and against all suits, claims, damages, losses and expenses, including but not limited to attorney's fees, court costs or alternative dispute resolution costs arising out of, or related to, Sponsor's use of city streets, roads, parks, sidewalk or other facilities under this agreement involving an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Sponsor, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by Sponsor or anyone for whose acts Sponsor may be liable, regardless of whether caused in part by the negligence or wrongdoing of City and any of its agents or employees.

1. Sponsor shall purchase and maintain the following insurance, at Sponsor's expense:
  - Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$2,000,000 general aggregate written on an occurrence basis
  - Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hire automobiles and other vehicles used by Sponsor with a combined single limit of \$1,000,000 per accident
2. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the city.
3. Prior to using City's facilities or infrastructure under this agreement, Sponsor shall furnish the City with certificates of insurance evidencing the required coverage, conditions and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.
4. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

Signature:  Print: Ben Salmon  
Organization Name: KLIFE Date: 1.23.19  
City of Bolivar Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## NOTICE OF OCCURRENCE/CLAIM FORM

### CONTACT INFORMATION

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email: \_\_\_\_\_

### INCIDENT INFORMATION

Incident date: \_\_\_\_\_ Incident time: \_\_\_\_\_

Incident location: \_\_\_\_\_

Please provide a detailed description of incident: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### PROPERTY DAMAGE

#### *Vehicle/Equipment damaged*

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_

License plate number: \_\_\_\_\_

#### *Operator*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime phone: \_\_\_\_\_ Cell phone: \_\_\_\_\_

Email: \_\_\_\_\_

*Building/Structure damaged:* \_\_\_\_\_

*Contents damaged:* \_\_\_\_\_